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 8, 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 - Allen Blackmon**
4. **Approval of the Agenda**

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

   a. Needs Assessment Public Hearing - Grazier Rhea, Community Development Director, Catawba Regional Council of Governments, and Christine Schwartz, Community Development Planner, Catawba Regional Council of Governments
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 February 22, 2021 County Council Regular Meeting

b. 3rd Reading of Ordinance 2021-1714 regarding Rezoning Property Owned by Annie Leak from RN to AR

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.3 Acre Tract Of Property (TMS # 0110-00-073.01), Owned By Annie Leak, And Located At 3887 Old Camden Highway, Lancaster, South Carolina, From RN, Rural Neighborhood District, To AR, Agricultural Residential District. ***- Planning Department Case Number: RZ-2020-2772. 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. 3rd Reading of Ordinance 2021-1715 regarding Amending the Unified Development Ordinance (UDO) regarding Home Occupations

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance Chapter Section 5.4.2, Home Occupation, To Modify The Various Standards Applicable To Home Occupations. ***- Planning Department Case Number: UDO-TA-2020-0309. 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***

d. 2nd Reading of Ordinance 2021-1716 regarding Authorization for Lancaster County to Quit Claim Title to Real Property within an Unopened Portion of Culp Landsford Road to Adjacent Landowners

Ordinance Title: An Ordinance Authorizing Lancaster County To Quit Claim Title To Real Property Within An Unopened Portion Of Culp Landsford Road To Adjacent Landowners. ***- Passed 7-0 at the February 22, 2021 County Council Meeting. - Steve Willis/John DuBose***

8. Non-Consent Agenda

a. Resolution 1143-R2021 regarding the Lancaster County School District Proposed Impact Fee

Resolution Title: A Resolution Authorizing The Lancaster County Planning Commission To Conduct Studies And Recommend A Capital Improvement Plan And Impact Fee ***- Steve Willis/John DuBose***

b. 3rd Reading of Ordinance 2021-1701 regarding Rezoning Property Located at the Southwest Intersection of Henry Harris Road and Shelley Mullis Road from RN and LDR to MDR (Applicant Provident Bayard, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 168.28 Acres Of Property (TMS #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 And 0013-00-055.05) As Well As An Approximately 36.58 Acre Tract Of Property (A Portion Of TMS # 0013-00-55.06), Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, From RN, Rural Neighborhood, And LDR, Low Density Residential Districts, To MDR, Medium Density Residential District. ***- Planning Department Case Number: RZ-020-2054. Planning Commission recommended approval by a vote of 6-1. Passed 6-1 at the February 8, 2021 County Council Meeting (Terry Graham Opposed). Passed 6-1 at the February 22, 2021 County Council Meeting (Terry Graham Opposed). - Rox Burhans***

c. 3rd Reading of Ordinance 2021-1702 regarding Rezoning Property Owned by Wilson Acres, LLC From LDR to INS (Applicant Provident Bayard, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.04 Acre Tract Of Property (A Portion Of TMS # 0013-00-055.06), Owned By Wilson Acres, LLC, And Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, From LDR, Low Density Residential District, To INS, Institutional District. ***- Planning Department Case Number: RZ-020-2569. Planning Commission recommended approval by a vote of 6-1. Passed 7-0 at the February 8, 2021 County Council Meeting. Passed 7-0***

at the February 22, 2021 County Council Meeting. - Rox Burhans

d. Public Hearing and 3rd Reading of Ordinance 2021-1703 regarding Approval of a Development Agreement for the Wilson Creek Development Project

Ordinance Title: An Ordinance To Approve A Development Agreement For The Wilson Creek Development Project Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, Establishing The Regulations For The Development Of The Property And Other Matters Related Thereto. ***- Planning Department Case Number: DA-020-2054. Planning Commission recommended approval by a vote of 6-1. (Positive Recommendation - Infrastructure and Regulation Committee). Passed 7-0 at the February 8, 2021 County Council Meeting. Passed 6-1 at the February 22, 2021 County Council Meeting (Billy Mosteller Opposed). - Rox Burhans***

e. 2nd 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. - Rox Burhans***

f. 1st Reading of Ordinance 2021-1708 regarding Amending the Unified Development Ordinance (UDO) to Create and Allow for the Landfill - Class One Composting Facility Use in the Heavy Industrial District As a Special Exception

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 2.5.3, Use Table, Section 5.9, Industry/Wholesale/Storage Uses, And 10.3, Definitions, Use Type, To Create And Allow For The Landfill – Class One Composting Facility Use In The Heavy Industrial (HI) District As A Special Exception And Provide For Use Specific Standards. ***- Planning Department Case Number: UDO-TA-020-2578. Planning Commission recommended approval by unanimous vote. - Rox Burhans***

g. 1st Reading of Ordinance 2021-1709 regarding Amending the Unified Development Ordinance (UDO) in regards to Three Family and Four Family Dwellings

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 5.2.3., Dwelling – Three Family (Triplex) And Four Family (Quadraplex); Section 7.2.3., Permitted Parking Locations; And Section 7.2.4., Off-Street Parking And Loading Requirements, To Modify How Three Family (Triplex) And Four Family (Quadraplex) Dwellings May Be Developed. ***- Planning Department Case Number: UDO-TA-2020-2648. Planning Commission recommended approval by unanimous vote. - Rox Burhans***

h. 1st Reading of Ordinance 2021-1710 regarding Rezoning Property from LDR to PB (Applicant Redwood USA, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 37.45 Acres Of Property (TMS # 0003-00-040.01, 0003-00-040.07 And 0003-00-040.14), Located On The East Side Of Harrisburg Road, Approximately 500 Feet West Of Barberville Road, Lancaster, South Carolina, From LDR, Low Density Residential District, To PB, Professional Business District. ***- Planning Department Case Number: RZ-020-2650. Planning Commission recommended approval by a vote of 6-1. - Rox Burhans***

i. 1st Reading of Ordinance 2021-1711 regarding Approval of a Development Agreement with Redwood USA. LLC

Ordinance Title: An Ordinance To Approve A Development Agreement With Redwood, USA, LLC, For A Development Project Located On Harrisburg Road Near The Intersection Of Barberville Road, Lancaster, South Carolina, Establishing The Regulations For The Development Of The Property And Other Matters Related Thereto. ***- Planning Department Case Number: DA-020-2650. Planning Commission recommended approval by a vote of 6-1. - Rox Burhans***

j. 1st 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 ***- John DuBose***

k. Public Hearing and 1st Reading of Ordinance 2021-1721 regarding Amending the Unified Development Ordinance (UDO) to Allow for the Manufactured Housing Use in the RN District

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 2.5.3, Use Table, To Allow For The Manufactured Housing Use In The Rural Neighborhood (RN) District. ***- Planning Department Case Number: UDO-TA-2021-0097. Planning Commission recommended approval by a vote of 5-2. - Rox Burhans***

9. Discussion and Action Items

a. Approval of Nomination to the County Transportation Committee for District 3

- Stephen Catledge as the District 3 Representative to the County Transportation Committee (CTC). The nomination has to be approved by the Lancaster County Delegation.

b. Approval of Appointment to the Keep Lancaster County Beautiful Board

- Cherie H. Ellis as one of the District 5 Representatives on the Keep Lancaster County Beautiful Board, where she will be filling a four year term ending on 06/30/2025 (1st Term)

c. Acceptance of Federal Aviation Administration (FAA) Airport Coronavirus Response Grant - Steve Willis/Paul Moses

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

a. HELD - 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***

b. 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***

c. 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***

11. Miscellaneous Reports and Correspondence

12. Citizens Comments

[If Council delays until end of meeting]

13. Executive Session

[motions from Members may follow]

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

1. ***Economic Development Discussions: Project Blueberry and Project Buckeye. SC Code 30-4-70(a)(5).***

2. ***Discussion of a Personnel Matter. SC Code 30-4-70(a)(1).***

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: Grazier Rhea/Catawba Regional Council of Governments
Department: Administration
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
This hearing is to solicit public input on community needs and priorities for housing, public facilities and economic development, particularly as they relate to persons of low to moderate incomes.

Points to Consider:
Attached is a Memo to Council regarding the Needs Assessment Process, Lancaster County's 2020 Priority Community Needs List (which will be updated at the hearing), the Community Development Block Grant Program Funding for the 2021-2022 program year, and the Notice of Public Hearing ad.

Funding and Liability Factors:
N/A

Council Options:
N/A

Recommendation:
N/A

ATTACHMENTS:

Description	Upload Date	Type
Memo to Council regarding the Needs Assessment Process	2/25/2021	Letter
Lancaster County 2020 Priority Community Needs List	2/25/2021	Backup Material
Community Development Block Grant Program Funding 2021-2022	2/25/2021	Backup Material
Notice of Public Hearing Ad	2/25/2021	Public Hearing Notices

MEMORANDUM

TO: Lancaster County Council

FROM: Catawba Regional Council of Governments

DATE: February 19, 2020

SUBJECT: Needs Assessment Process

In order to apply for Community Development Block Grant funds, Lancaster County must complete a Needs Assessment. A Needs Assessment Public Hearing will be held on Monday, March 8, 2021 at 6:00 p.m. during the regularly scheduled County Council meeting in the Council Chambers.

At this hearing, Catawba Regional Council of Governments staff will present the past identified community needs and receive comments concerning the current needs, especially as they relate to the low and moderate income persons in Lancaster County.

Attached is a list of prioritized needs from Lancaster County's 2020 Needs Assessment. This can be used as a guide to identify Lancaster County's community needs for 2021, which will be updated after the hearing on March 8, 2021. Suggested wording needed for CDBG-CV (coronavirus) funding is highlighted in yellow on the list.

Also attached is an overview of the proposed use of Community Development Block Grant funds for the 2021-2022 program year. The next funding round for the Community Development Block Grant program is April 16, 2021 and applications must be requested March 15, 2021. Infrastructure projects will be eligible in the spring funding round. Community Enrichment, Neighborhood Revitalization and Special Projects applications will be due September 17, 2021. Business Development and Ready to Go Public Facilities applications may be submitted at any time during the year.

For additional information, please contact Grazier Rhea or Angela Kirkpatrick or Christine Schwartz, with Catawba Regional Council of Governments, at 803-327-9041.

LANCASTER COUNTY, SC
PRIORITIZED COMMUNITY NEEDS

MARCH 2020

Lancaster County held a Needs Assessment Public Hearing on Monday, March 9, 2020, at which time the following community needs were prioritized.

1. Upgrade and extension of water and sewer services for low and moderate income areas, including the Kings Circle area, the Kershaw Mill area, the Dobson School area and the Emerald Estates area.
2. Demolition of vacant, dilapidated structures in low and moderate income neighborhoods.
3. Continue efforts to prepare for, respond to, and prevent the Coronavirus.
4. Neighborhood revitalization activities in low and moderate income areas, including the Dobson School area, Kershaw Mill area, Erwin Farm area, and Emerald Estates area to include the following:
    - Clearance and clean-up
    - Infrastructure upgrades to include, but not limited to, transportation, sidewalks, transit, water, sewer, gas, electrical, and communications to include Internet/ wireless/ broadband.
    - Housing rehabilitation
    - Activities to increase affordable housing
    - Job training and educational opportunities
    - Socioeconomic assistance
    - Franchised curbside solid waste collection in target areas
5. Promote economic development and job creation activities through provision of infrastructure to potential and expanding businesses and industries and through the provision of Workforce Development Training to residents and industries through direct county grant match funding and provision of in-kind services.
6. Construct permanent EMS and fire stations where needed to replace mobile and/or inadequate facilities.
7. Improve transportation between Lancaster's four municipalities, City of Lancaster, Town of Heath Springs, Town of Kershaw and Town of Van Wyck, including highway (US 521) and rail (L&C Railway) modes of transportation.
8. Add turning lanes for the Heath Springs Elementary School and the Andrew Jackson Middle and High Schools.
9. Improve transportation between the City of Lancaster and the Chesterfield County line on SC 9 South, a segment of the South Carolina Department of Transportation Strategic Freight Network.

LANCASTER COUNTY, SC
PRIORITIZED COMMUNITY NEEDS

10. Locate recreational facilities and social service agencies in the northern panhandle of the county. This would put these services within closer proximity to the people who use them and eliminate the need for driving into the City of Lancaster.
11. Seek funding to address housing needs, to include rehabilitation, affordable housing and down payment and closing cost assistance.
12. Undertake activities to promote fair housing opportunities for all citizens.

Catawba Regional
Council of Governments

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

2021 – 2022

The following is a summary of the proposed uses of CDBG funds for the 2021-2022 program year. These program uses are subject to change prior to final adoption by the SC Department of Commerce.

The Community Development Block Grant Small Cities Program is administered in South Carolina by the SC Department of Commerce, Office of Grants Administration. The State CDBG program will receive an estimated $21.2 million from the U.S. Department of Housing and Urban Development (HUD) in 2021.

State CDBG grants are awarded to eligible local governments that are not "entitlement areas". All local governments in the Catawba Region, with the exception of the City of Rock Hill, are eligible to apply.

All CDBG projects must address one of the three following national objectives:

- Benefit low and moderate income persons
- Eliminate slums and blight
- Address urgent community needs that pose a serious threat to the health or welfare of the community.

Three key goals for the CDBG program are to provide decent housing, economic opportunities and suitable living environment. Each project must meet one of the following outcomes identified by HUD:

- Affordability
- Accessibility
- Sustainability

The primary CDBG grant programs are Community Development, Business Development and Regional Planning. There will be $17.9 million allocated for Community Development Programs, which includes five subcategories of Community Infrastructure, Community Enrichment, Neighborhood Revitalization, Special Projects and "Ready to Go". Following is a description of each of program.

I. Community Development

A. Community Infrastructure

Funds Available: Estimated at $12,378,139

Grant Maximum: $750,000 (A waiver may be considered for a project addressing an urgent and compelling need, regional solution or system-wide improvements, as well as the extent of leveraging and a reasonable CDBG cost)

Grant Minimum: $50,000

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Eligible Activities: Water, sewer, roads or drainage activities.

Outcome:

Contribute to the creation of healthy and sustainable residential communities through addressing one or more of the priorities listed in order of importance:

1. Significant improvements to existing infrastructure to address health concerns, meet required quality standards and ensure community sustainability.

2. Projects that result in more viable regional infrastructure solutions or that provide new access to services near business centers where it is cost effective to address documented health threat.

3. Upgrades to infrastructure to address quality standards where there are only general health concerns or provide new services that are not near business centers when it is cost effective to address a documented health threat.

Application Requests due: **Monday, March 15, 2021**

Applications due: **Friday April 16, 2021**

B. Community Enrichment

Funds Available: $3,000,000

Grant Maximum: $500,000 ($750,000 for streetscape projects that include infrastructure)

Grant Minimum: $50,000 ($25,000 for planning grants/ up to $50,000 for infrastructure planning grants with approval.)

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Eligible Activities:

1. **First Priority – Increasing Economic Competitiveness**
    - Brownfield projects or demolition of obsolete buildings.
    - Downtown streetscape improvements where there is significant business activity and prior investments. Projects must include a plan for retail/small business support.
    - Planning by professional engineers and architects for regional infrastructure, hazard mitigation, resiliency and sustainability for eligible public infrastructure and facilities, brownfields clean up and redevelopment, or master drainage studies.

2. **Second Priority – Education and Workforce Development**
    - Libraries – facilities or services (fixed or mobile) to provide expanded library services or computer equipment with broadband capability to enhance skills training and education.
    - Publicly-owned facilities (except operating school facilities) that offer extended educational opportunities for adult literacy, or to serve at risk LMI children or youth.
    - Transportation-oriented public facilities or services to serve LMI workforce populations.

3. **Third Priority – Safe and Healthy Communities**
    - Public safety facilities and services in LMI areas - police substations or other public improvements designed to address crime prevention.
    - Demolition of vacant, dilapidated residential structures to address and support crime prevention efforts in a targeted LMI neighborhood.
    - Fire substations or fire trucks for existing stations serving LMI residential areas that provide a significant improvement in service for in town locations or near business centers.

- Health clinic facilities or equipment in underserved areas or multi-service centers for health or related social services.
- Public facilities modifications to ensure accessibility for disabled persons or for energy efficiency improvements for CDBG-eligible public facilities

  that will significantly reduce operating burdens and promote sustainability (i.e., replacing windows, upgrading HVAC, etc.)

Equipment for public service activities must be for new or expanded services and generally associated with a significant capital investment in facilities. Only major pieces of equipment that have a durable life of five years will be considered for funding.

Outcome:

This program is designed to fund facilities, services and other activities that strengthen existing communities and support a high quality of life within the following state priority areas:

1. Increasing economic competitiveness
2. Education and workforce development
3. Safe and healthy communities

Application Requests due: **Monday, August 16, 2021 at 5:00 p.m**

Applications due: **Friday, September 17, 2021 at 5:00 p.m.**

C. Neighborhood Revitalization Program

Funds Available: $1,000,000

Grant Maximum: $500,000/$750,000 if project includes infrastructure activities

Grant Minimum: $50,000

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Planning Phase

The targeted neighborhood must submit a locally funded revitalization plan (or a previously CDBG Village Renaissance Plan) that identifies community needs and prioritizes activities designed to revitalize the neighborhood with CDBG and other funds. This plan must be approved by the Department of Commerce and should set out a realistic plan for implementation of CDBG eligible and other activities in two possible consecutive

implementation phases. The plan must be submitted to the Department of Commerce with the application.

The plan shall include the following:

- Comprehensive needs assessment (qualitative and quantitative) and prioritization.
- Comprehensive strategies for revitalization.
- Specific actions to prepare for implementation.
- Maps illustrating existing conditions, problems and proposed solutions.
- Roles and responsibilities-neighborhood and local government involvement and commitment in planning and implementation.
- Time frame for implementation of all strategies, including phased activities.

Implementation Phases

Implementation of comprehensive neighborhood revitalization project must involve multiple activities including a public safety component. Activities must be described in the plan and may include:

- Infrastructure - water, sewer, roads, drainage
- Public facilities- sidewalks, security lighting and cameras, police or fire substations, technology, multi-service centers designed to address crime risk factors, walking trails, green space, landscaping
- Housing - infrastructure or other activities to support affordable or workforce housing; limited exterior only improvements including facades, minor repairs, energy efficiency improvements, handicap accessibility
- Demolition and clearance of vacant and dilapidated properties
- Public services - crime watch program, drug or gang education, awareness or prevention programs.

All implementation phases will be competitively selected with no guarantee of funding and must comply with applicable program threshold requirements.

Application Requests due: Monday, August 16, 2021

Applications due: Friday, September 17, 2021

D. Special Projects Program

Funds Available: $1,000,000

Grant Maximum: $200,000

Grant Minimum: $50,000

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Outcome:

This program is designed to meet community development needs that are not typically funded through the other CDBG programs or one of the other HUD partner programs.

Eligible Activities:

These funds will be used for alternative grant activities that meet community development need of eligible municipalities. Special projects could historic preservation, innovation, energy conservation, parks, and trails/greenways.

Projects should have significant leveraging, impact and community support while still meeting a National Objective and all other requirements. Consideration for funding will be based on State priorities listed below and the Community Development Selection Criteria:

1. **First Priority**
   - Projects that impact economic development or increase economic competitiveness.

2. **Second Priority**
   - Projects that address public health and safety or improve the long-term sustainability of the community.

3. **Third Priority**
   - Projects that address energy conservation or historic preservation.

Application Requests due: **Monday, August 16, 2021 at 5:00 p.m.**

Applications due: **Friday, September 17, 2021 at 5:00 p.m.**

E. "Ready to Go" Public Facilities Program

Funds Available: $600,000

Grant Maximum: $500,000

(Note: A wavier will be considered for infrastructure projects addressing an urgent and compelling need, regional solution or system-wide improvements, as well as the extent of leveraging and a reasonable CDBG cost)

Grant Minimum: $50,000

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Eligible Activities:

Activities must be eligible under the Community Infrastructure or Community Enrichment Program. CDBG funds are for construction costs only. Activities leading up to bidding must be complete prior to application submission. This includes project design, environmental review, acquisition and permits. The project must be ready to bid within 60 days of grant award.

Outcome:

This program is designed to stimulate the local economy by addressing urgent or compelling community needs, encouraging the timely implementation of CDBG eligible public projects, and being cost effective.

Applications will be accepted on an ongoing basis, based on funding availability.

Program clarifications:

1. Projects must address an urgent and compelling need.
2. The project requires an upfront investment of local and other funds for planning, project design and permitting that is substantially equivalent to the required 10% local match.
3. Projects must be eligible public facility improvements and CDBG pays only for construction and administration.

II. Business Development Program

Funds Available: $2,000,000

Grant Maximum:

- Job creation/retention $10,000/ job
- Area economic development $500,000
- Local goods and services:
    - Service area less than 20% poverty or 70% LMI $350/LMI person
    - Service area equal/more than 20% poverty or 70% LMI $1,000/LMI person

Grant Minimum: $50,000

Match: 10% local match or other equivalent contribution required. Projects to assist businesses in the provision of goods and services must have a minimum of 25% leveraging including a 10% match from the local government.

Eligible Activities:

Infrastructure to assist new or expanding businesses that will result in the creation or retention of jobs, 51% of which must be available to low and moderate income persons.

Outcome:

Provision of financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy.

General Program Requirements:

- A unit of local government may apply for a third project if they have no more than two open grants that have not exceeded a 30-month grant period.
- A unit of local government is limited to one Neighborhood Revitalization project at a time.
- A unit of local government is limited to one open Ready to Go projects at a time.
- A unit of local government may not have more than one project for the same general target area/neighborhood open at the same time

Catawba Regional Council of Governments' staff is available to assist local governments with the development of potential CDBG projects and application preparation. If you are interested

in submitting a CDBG application, contact *Grazier Rhea, Angela Kirkpatrick or Christine Schwartz* at *(803) 327-9041.*

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Monday, March 8, 2021 at 6:00 p.m. in the Lancaster County Council Chambers, second floor, Lancaster County Administrative Building, 101 North Main Street, Lancaster SC, Lancaster County will hold a public hearing to solicit public input on community needs and priorities for housing, public facilities, and economic development. At this public hearing, Lancaster County will provide the results of its needs assessment and the activities which might be undertaken to meet identified needs, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income. Lancaster County will also review changes to its Citizen Participation Plan to allow the use of virtual meetings in times of emergencies.

This public hearing and the matters to be discussed are subject to the provisions of Lancaster County's Citizens Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of Lancaster County in the planning and implementation of community and economic development projects which will involve CDBG funds.

The Citizens Participation Plan is available for review in the office of the Lancaster County Administrator, from 8:30 a.m. to 5:00 p.m. Monday through Friday. Persons with questions or comments concerning the public hearing or the Citizens Participation Plan may contact Steve Willis, County Administrator, P.O. Box 1809, Lancaster, SC 29721(Telephone: 803-416-9300).

Lancaster County does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Darin Robinson, Building Official, Lancaster County, P.O. Box 1809, Lancaster, SC 29721 (Telephone: 803-285-1969), has been designated to coordinate compliance with the nondiscrimination requirements contained in the U.S. Department of Housing and Urban Development's regulations. Assistance will be provided to accommodate the special needs of disabled persons, upon request. A 72-hour notice for assistance is requested.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson / Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Approve or amend the minutes from the February 22, 2021 County Council regular meeting.

Points to Consider:
The draft minutes from the February 22, 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 2-22-2021 County Council Regular Meeting	3/4/2021	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

February 22, 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; Sherrie Simpson, Clerk to Council; Rox Burhans, Development Services Director; Jamie Gilbert, Economic Development Director; Darren Player, Fire/Emergency Services Director; Scott Hernandez, Interim IT Director; Karla Deese, Coroner; various Elected Officials; various Department Heads; various staff; 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 Council 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 Larry Honeycutt. Motion Passed 7-0.

Special Presentations

Chairman Steve Harper recognized John McCain as the Employee of the First Quarter, the Custodial Team as the Employee of the Second Quarter, Carrie Catledge as the Employee of the Third Quarter, Scott Hernandez as the Employee of the Fourth Quarter. Chairman Steve Harper and Steve Willis recognized John McCain as the Employee of the Year for 2020.

Pat Spampinato presented an overview of VC3's technology assessment of the County IT operations. The Executive Summary from VC3 can be found in the agenda packet.

Allen Blackmon moved that Council go into Executive Session pursuant to SC Code 30-4-70(a)(3) to discuss development of security personnel or devices in connection with the IT study. Seconded by Charlene McGriff. Motion Passed 7-0. Council went into Executive Session at approximately 6:12 p.m.

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 6:45 p.m. Allen Blackmon 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 generally discussed security devices and internet security from the IT consultants who had suggestions for necessary security upgrades. He explained that, during Executive Session, no decisions were made and no votes were taken.

DRAFT

Citizens Comments

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

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

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Items **7a.**, **7b.**, **7c.**, **7d.**, **7e.** and **7f.** *[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 Larry Honeycutt. Motion Passed 7-0.

a. **Approval of Minutes from the February 8, 2021 County Council Regular Meeting**

b. **Approval of Minutes from the February 9, 2021 County Council Committee Of The Whole Meeting**

c. **3rd Reading of Ordinance 2021-1706 regarding Rezoning Property Owned by Billie Coker From MDR to RR**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.25 Acre Tract Of Property (TMS # 0082-00-020.00), Owned By Billie Coker, And Located On The South Side Of Mahaffey Line Drive, Across From The Intersection With Memorial Drive, Lancaster, South Carolina, From MDR, Medium Density Residential District, To RR, Rural Residential District.

d. **2nd 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.

e. **2nd Reading of Ordinance 2021-1714 regarding Rezoning Property Owned by Annie Leak from RN to AR**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.3 Acre Tract Of Property (TMS # 0110-00-073.01), Owned By Annie Leak, And Located At 3887 Old Camden Highway, Lancaster, South Carolina, From RN, Rural Neighborhood District, To AR, Agricultural Residential District.

f. **2nd Reading of Ordinance 2021-1715 regarding Amending the Unified Development Ordinance (UDO) regarding Home Occupations**

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance Chapter Section 5.4.2, Home Occupation, To Modify The Various Standards Applicable To Home Occupations.

Non-Consent Agenda

Correction of Resolution 1138-R2021 regarding Approval of a Conditional Use Application for a Non-Franchised Car Dealership and Major Auto Repair and Maintenance Facility

Resolution Title: A Resolution To Approve The Favorable Recommendation Of Both The Lancaster County Planning Staff And The Lancaster County Planning Commission Of A Conditional Use Application To Permit A Non-Franchised Car Dealership and Major Auto Repair and Maintenance Facility To Be Located Upon Tax Map # 0020-00-004.00, At 6686 Waxhaw Hwy, Indian Land, South Carolina.

Billy Mosteller recused himself from the discussion and vote on the Corrections of Resolutions 1138-R2021 and 1139-R2021. His Statement of Recusal for the Correction of Resolution 1138-R2021 is attached as Schedule A to the written minutes in the Clerk to Council's office and his Statement of Recusal for the Correction of Resolution 1139-R2021 is attached as Schedule B to the written minutes in the Clerk to Council's office. He left the Council Chambers at approximately 6:47 p.m.

Terry Graham moved to approve the corrected version of Resolution 1138-R2021. Seconded by Brian Carnes. Motion Passed 6-0.; Abstain: Mosteller

Correction of Resolution 1139-R2021 regarding Approval of a Conditional Use Application for a Non-Franchised Car Dealership and Major Maintenance and Repair Facility (Corrective)

Resolution Title: A Resolution To Approve The Favorable Recommendation Of Both The Lancaster County Planning Staff And The Lancaster County Planning Commission Of A Conditional Use Application To Permit A Non-Franchised Car Dealership And Major Maintenance And Repair Facility To Be Located Upon Tax Map # 0020-00-004.02, At 6711 Waxhaw Hwy, Indian Land, South Carolina.

Charlene McGriff moved to approve the corrected version of Resolution 1139-R2021. Seconded by Brian Carnes. Motion Passed 6-0.; Abstain: Mosteller

Billy Mosteller returned to Chambers at approximately 6:49 p.m. and rejoined the Council meeting.

Resolution 1140-R2021 regarding Assignment of 2020 Cooley Fee Agreement

Resolution Title: A Resolution To Consent To, Approve, And Ratify The Assignment Of The Fee Agreement By And Among Lancaster County, South Carolina, RISC, LLC And Cooley, Incorporated To K2 Lancaster, LLC And The Assignment Of The Special Source Revenue Credit Agreement By And Among Lancaster County,

DRAFT

South Carolina, RISC, LLC And Cooley, Incorporated To K2 Lancaster, LLC.

Charlene McGriff moved to approve Resolution 1140-R2021. Seconded by Allen Blackmon. Motion Passed 7-0.

Resolution 1141-R2021 regarding Authorizing the Sheriff to present a Service Sidearm to Sergeant Joey Edwards on the Occasion of His Retirement

Resolution Title: A Resolution Expressing Appreciation To Sheriff's Sergeant Joey Edwards And Authorizing A Gift To Him By Lancaster County Of His Service Sidearm On The Occasion Of His Retirement

Brian Carnes moved to approve Resolution 1141-R2021. Seconded by Charlene McGriff. Motion Passed 7-0.

2nd Reading of Ordinance 2021-1701 regarding Rezoning Property Located at the Southwest Intersection of Henry Harris Road and Shelley Mullis Road from RN and LDR to MDR (Applicant Provident Bayard, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 168.28 Acres Of Property (TMS #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 And 0013-00-055.05) As Well As An Approximately 36.58 Acre Tract Of Property (A Portion Of TMS # 0013-00-55.06), Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, From RN, Rural Neighborhood, And LDR, Low Density Residential Districts, To MDR, Medium Density Residential District.

Larry Honeycutt moved to approve the 2nd Reading of Ordinance 2021-1701. Seconded by Charlene McGriff.

Council and staff discussed the following items: (1) lot size and density for the project; (2) Impact Fees for schools and the County; and (3) the impact of rezonings on infrastructure for the Lancaster County Water and Sewer District and maximum daily load impacts to the Catawba River, to which Steve Willis and Rox Burhans explained that this item would need to be looked at long term over the next year and that the County would need to develop short and mid-term strategic policies to help guide the County regarding growth's impact on water and sewer infrastructure.

Ken Holbrooks, Matthews, NC, explained that they, as developers, have been working with Lancaster County Water and Sewer District (LCWSD) and that LCWSD has a plan in place to address the District's needs. He explained that they have been in discussions regarding a lift station. He noted that, in regards to density, the community prefers more community land and that home owners do not want big lots and land. He further explained that if Council did not want them to use vinyl siding on the exteriors of the homes, then that could be added to the development agreement.

The motion to approve the 2nd Reading of Ordinance 2021-1701 Passed 6-1.; Ayes: Blackmon, Carnes, Harper, Honeycutt, McGriff, Mosteller; Nays: Graham.

2nd Reading of Ordinance 2021-1702 regarding Rezoning Property Owned by Wilson Acres, LLC From LDR to INS (Applicant Provident Bayard, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.04 Acre Tract Of Property (A Portion Of TMS # 0013-00-055.06), Owned By Wilson Acres, LLC, And Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, From LDR, Low Density Residential District, To INS, Institutional District.

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2021-1702. Seconded by Billy Mosteller. Motion Passed 7-0.

2nd Reading of Ordinance 2021-1703 regarding Approval of a Development Agreement for the Wilson Creek Development Project

Ordinance Title: An Ordinance To Approve A Development Agreement For The Wilson Creek Development Project Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South

DRAFT

Carolina, Establishing The Regulations For The Development Of The Property And Other Matters Related Thereto.

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2021-1703. Seconded by Allen Blackmon.

Billy Mosteller moved to amend Ordinance 2021-1703 to substitute the proposed amended development agreement included in the agenda package as Exhibit "A" to the Ordinance. Seconded by Charlene McGriff.

John DuBose explained that he had added in the wording for the inflationary provision and the framework for the round about and made a few other minor technical changes to the proposed amended development agreement.

Allen Blackmon reviewed the following discrepancies in the Development Agreement (DA) that might need to be addressed: (1) the development's build out schedule of five years and that the Corporation is not approved to do business in the State of South Carolina, according the Secretary of State website; (2) in one section of the DA, it says that if there are conflicts with the Unified Development Ordinance (UDO), then the DA controls and, in another section, it says if there are conflicts then the UDO controls; (3) that the school fee has to be paid in a lump sum rather than when building permits are pulled; and (4) that the DA does not include successors going forward.

Billy Mosteller moved to approve a $2500.00 roof top fee for Development Agreements. Seconded by Charlene McGriff.

Council and staff discussed the Impact Fee Study and its relationship to the Development Agreement and whether the fee from the Study was enough to cover all costs associated with the County's infrastructure needs and the need for a formula that is consistent for all development agreements.

The motion to amend Ordinance 2021-1703 to substitute the proposed amended development agreement included in the agenda package as Exhibit "A" to the Ordinance Passed 7-0.

Council, staff and Ken Holbrooks discussed the Development Agreement fees for the County and the school.

The motion to approve the $2500.00 roof top fee for Development Agreements failed 1-6.; Ayes: Mosteller; Nays: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff.

Allen Blackmon moved to fill in the school fee with $500.00. Seconded by Charlene McGriff.

Council and staff discussed whether the Development Agreement's school fee should be increased and further discussed roof top fees, in general.

The motion to fill in the school fee with $500.00 Passed 5-2.; Ayes: Blackmon, Carnes, Graham, Harper, McGriff; Nays: Honeycutt, Mosteller.

The motion to approve the 2nd Reading of Ordinance 2021-1703 as amended Passed 6-1.; Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff; Nays: Mosteller.

1st Reading of Ordinance 2021-1716 regarding Authorization for Lancaster County to Quit Claim Title to Real Property within an Unopened Portion of Culp Landsford Road to Adjacent Landowners

Ordinance Title: An Ordinance Authorizing Lancaster County To Quit Claim Title To Real Property Within An Unopened Portion Of Culp Landsford Road To Adjacent Landowners.

Terry Graham moved to approve the 1st Reading of Ordinance 2021-1716. Seconded by Brian Carnes. Motion Passed 7-0.

1st Reading of Ordinance 2021-1717 (by Title Only) regarding Amending the Unified Development

DRAFT

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

Terry Graham moved to approve the 1st Reading of Ordinance 2021-1717 (by Title Only). Seconded by Charlene McGriff. Motion Passed 7-0.

Discussion and Action Items

Additional Funding Allocation for Hope on the Hill Barr Street Auditorium Project - Steve Willis

Charlene McGriff recused herself from the discussion and vote on the Additional Funding Allocation for Hope on the Hill Barr Street Auditorium Project. Her Statement of Recusal is attached as Schedule C to the written minutes in the Clerk to Council's office. She left the Council Chambers at approximately 8:11 p.m.

Steve Willis proposed to take the $40,000.00 in additional funding requested for the project out of the Local Accommodations Tax fund. Brian Carnes moved to approve. Seconded by Larry Honeycutt. Motion Passed 6-0.; Abstain: McGriff

Charlene McGriff returned to Chambers and rejoined the Council meeting at approximately 8:13 p.m.

Discussion of Bid for Replacement Fire Apparatus - Elgin Engine 601 - Steve Willis/Darren Player

Steve Willis asked for guidance on how Council wanted to proceed regarding replacing the Elgin Fire Department pumper truck. He explained that Council could either go with the straight purchase of the truck, which would be included as part of next fiscal year's budget, or choose a prepayment option and save approximately $16,445.00, which would need to be included in this fiscal year's budget.

After Council and staff discussion, Brian Carnes moved to purchase the fire truck with the discount. Seconded by Allen Blackmon. Motion Passed 7-0.

DRAFT

Discussion of Impact Fee - Steve Willis/Kim Belk/John DuBose

Steve Willis and John DuBose explained that the current procedural Impact Fee Ordinance *[Ordinance 2021-1705]* has been halted in order to the let the Capital Improvement Plan Ordinance and the other four additional implementation ordinances for each service area catch up with the procedural Ordinance.

Steve Harper requested additional information on Impact Fees, such as projected revenues over the next ten years, cost of implementation for the County, costs for commercial Impact Fees, etc.

Follow-up on Construction of Detention Center and Magistrates Court - Steve Willis/John DuBose

Steve Willis explained that Wade Mullins recommended using the Construction Manager at Risk method for construction of the new Detention Center. He explained that he also recommended using a Owners Representative and would begin work on drafting a Request for Qualifications (RFQ).

Allen Blackmon suggested the County use Design Bid Build (DBB) as the method of construction and explained the reasons why that method provided more of a balance.

Council and staff determined that whichever method is used, the first step is to obtain an Owners Representative and that, after the Owners Representative has been selected, then the review team could determine which method of construction to use.

Larry Honeycutt moved that Steve Willis find an Owners Representative as soon as possible. Seconded by

Charlene McGriff. Motion Passed 7-0.

Request for Special Council Meeting - Steve Willis

Steve Willis noted that he was requesting that Council hold a Special Meeting on March 17, 2021 at noon and that there would be two items on the agenda.

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***

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

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***

DRAFT

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

Miscellaneous Reports and Correspondence

There were no Miscellaneous Reports and Correspondence to discuss during the Council meeting.

Citizens Comments

There were no written comments submitted and no one signed up to speak for Citizens Comments during the meeting.

Executive Session

Three Items (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. ***Economic Development Discussions: Project Creamsicle and Project Potato. SC Code 30-4-70(a)(5).***
2. ***One Legal Briefing regarding a Pending or Threatened Litigation Matter. SC Code 30-4-70(a)(2).***
3. ***Discussion of Two Contractual Matters. SC Code 30-4-70(a)(2).***

Terry Graham moved to go into Executive Session. Seconded by Charlene McGriff. Motion Passed 7-0. At approximately 8:43 p.m., Council went into Executive Session to discuss the following items: (1) two Economic Development matters, Project Creamsicle and Project Potato, pursuant to SC Code 30-4-70(a)(5); (2) one legal briefing regarding a pending or threatened litigation matter, pursuant to SC Code 30-4-70(a)(2); and (3) a discussion of two contractual matters, 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 10:06 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 discussed two Economic Development matters, Project Creamsicle and Project Potato, received one legal briefing on a pending or threatened litigation matter and discussed two contractual matters. He explained that, during Executive Session, no decisions were made and no votes were taken.

Allen Blackmon moved that the Attorney proceed with the matter discussed in Executive Session. Seconded by Charlene McGriff. Motion Passed 7-0.

Adjournment

Larry Honeycutt moved to adjourn the regular meeting of Council. Seconded by Terry Graham. Motion to adjourn Passed 7-0. There being no further business, the Council meeting adjourned at approximately 10:07 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1714 / Planning Case Number: RZ-2020-2772
Contact Person / Sponsor: Ashley Davis / Planning
Department: Planning
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Application by Annie Leak to rezone approximately 2.3 acres of land located at 3887 Old Camden Highway (TM #0110-00-073.01) from Rural Neighborhood (RN) to Agricultural Residential (AR).

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 AR District is established as a district in which the principal uses of the land are restricted due to lack of available utilities, unsuitable soil types, steep slopes, or for the protection of prime agricultural lands.

Compatibility with Surrounding Area
As noted previously, the subject property is predominately surrounded by the RN District. Currently, this area can be characterized by single-family homes and vacant farm land. Given the close proximity to property zoned AR and this size of this parcel staff believes that AR zoning could be compatible in this area.

Lancaster County Comprehensive Plan Consistency
The Future Land Use Category of the subject properties is Rural Living. The adopted Comprehensive Plan states that the Rural Living 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 requested AR District is consistent with the Rural Living Land Use category.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the rezoning.

Recommendation:
Staff recommends **Approval** of the request to rezone.

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

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1714	2/1/2021	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 (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1714

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 2.3 ACRE TRACT OF PROPERTY (TMS # 0110-00-073.01), OWNED BY ANNIE LEAK, AND LOCATED AT 3887 OLD CAMDEN HIGHWAY, LANCASTER, SOUTH CAROLINA, FROM RN, RURAL NEIGHBORHOOD DISTRICT, TO AR, AGRICULTURAL 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) Annie Leak, applied to rezone 2.3 acres, more or less, located at 3887 Old Camden Highway, Lancaster, South Carolina (TMS No. 0110-00-073.01) from RN, Rural Neighborhood District, to AR, Agricultural Residential 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 Rural Living. The adopted Comprehensive Plan states that the Rural Living 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 requested AR District is consistent with the Rural Living Land Use category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RN, Rural Neighborhood District, to AR, Agricultural Residential District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0110-00-073.01 (2.3 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, only 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 8, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL: Request to rezone approximately 2.3 acres of property (TM# 0110-00-073.01).

PROPERTY LOCATION: 3887 Old Camden Hwy

CURRENT ZONING DISTRICT: Rural Neighborhood (RN) District

PROPOSED ZONING DISTRICT: Agricultural Residential (AR) District

APPLICANT: Annie Leak

COUNCIL DISTRICT: District 5, Steve Harper

OVERVIEW:

Proposal

The applicant has submitted a request to rezone their property located at 3887 Old Camden Hwy. The request comes as an effort to allow a mobile home to be placed on the site.

Site Information

The property is currently vacant. There was a mobile home on the property which was demolished in March 2019. The property owner was not aware the current zoning did not allow mobile homes.

Summary of Adjacent Zoning and Uses

The property is surrounded predominantly by RN and AR zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	RN	Single-Family Residential
South	Lancaster County	RN	Single-Family Residential
East	Lancaster County	RN	Railroad, Farmland
West	Lancaster County	AR	Vacant, Farmland

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 AR District *is established as a district in which the principal uses of the land are restricted due to lack of available utilities, unsuitable soil types, steep slopes, or for the protection of prime agricultural lands.*

Compatibility with Surrounding Area
As noted previously, the subject property is predominately surrounded by the RN District. Currently, this area can be characterized by single-family homes and vacant farm land. Given the close proximity to property zoned AR and this size of this parcel staff believes that AR zoning could be compatible in this area.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency
The Future Land Use Category of the subject properties is Rural Living. The adopted Comprehensive Plan states that the Rural Living 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 requested AR District is consistent with the Rural Living Land Use category.

Rural Living: Land Use Considerations		
Farmland	Single-Family Detached Home	Mobile Home
Church	Barns	Woodlands
Hardware Store	Natural Area	Livestock

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.

PHOTOS OF PROJECT AREA:

Looking directly across the street from the subject property.

Looking directly at the subject property.

Looking north along Old Camden Hwy.

Looking south along Old Camden Hwy.

STAFF RECOMMENDATION:

Staff recommends **Approval** of the request to rezone, pursuant to the following findings of fact for RZ-2020-2772:

1. That the subject project consists parcel TM# 0110-00-073.01;
2. That the subject property is currently zoned RN District and proposed to be rezoned AR District;
3. That the subject property has a Future Land Use designation of Rural Neighborhood; and
4. That the proposed AR District is generally consistent with the surrounding area which is comprised of the AR and RN Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

Lancaster County
South Carolina

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 3887 Old Camden Hwy

City Lancaster State SC Zip 29720 Tax Parcel ID 0110-00-01301

Current Zoning RN Current Use _____

Proposed Zoning AR Total Acres 2.3 ACRES

Project Description wants to put a Double wide mobile home

Surrounding Property Description _____

CONTACT INFORMATION

Applicant Name Annie Willie Leak

Address 815 Independence Pr

City Wingate State NC Zip 28174 Phone 704 989-1744

Fax _____ Email willieleak11@gmail.com

Property Owner Name _____

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.

Willie Annie Leak — Applicant — 11/18/2020 — Date

Willie Annie Leak — Property Owner(s) — 11/18-2020 — 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**

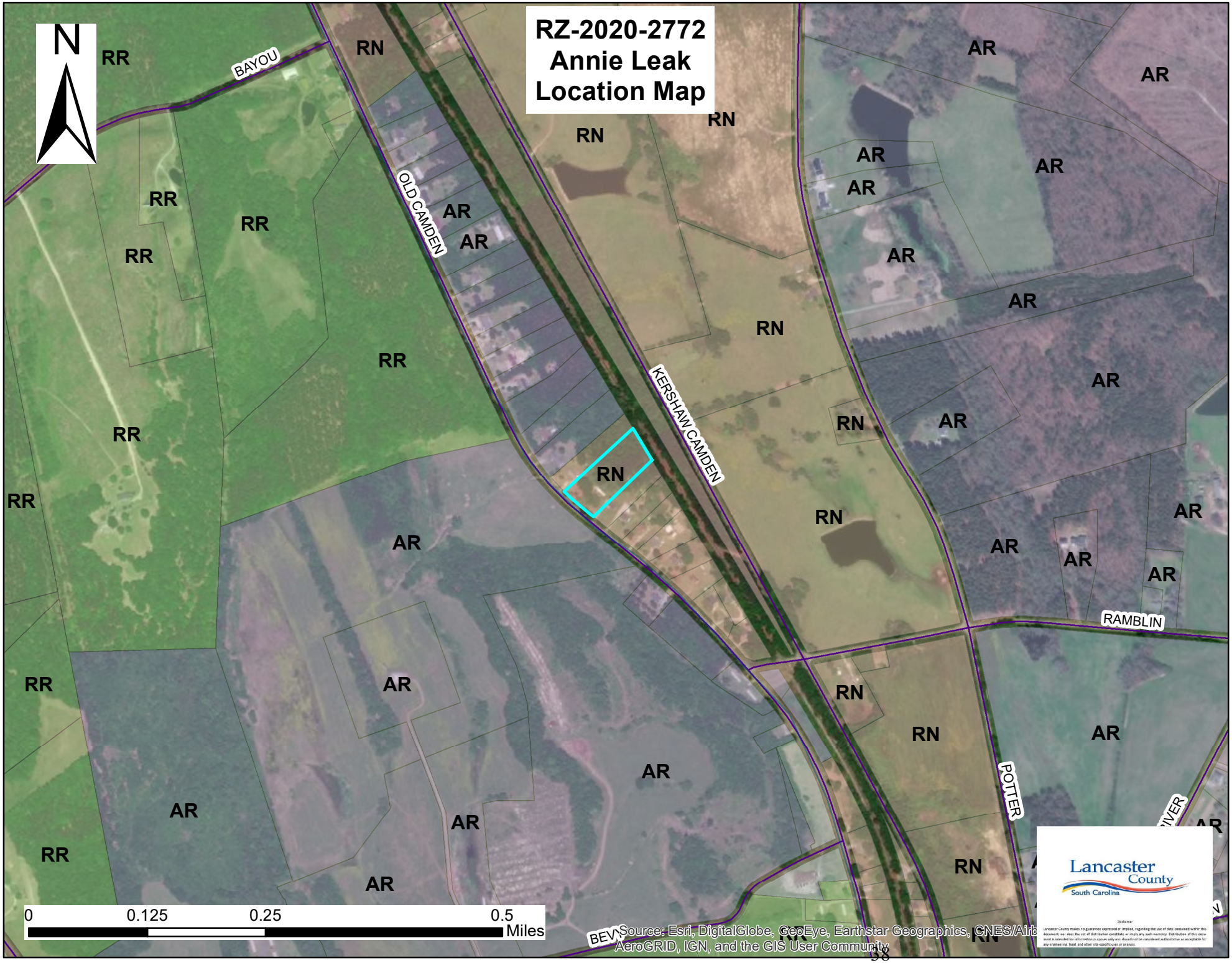
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and 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.


RZ-2020-2772
Annie Leak
Location Map
N
BAYOU
OLD CAMDEN
KERSHAW CAMDEN
RAMBLIN
POTTER
RR
RN
AR
0
0.125
0.25
0.5
Miles
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airb
AeroGRID, IGN, and the GIS User Community
Lancaster County
South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1715 / Planning Case Number: UDO-TA-2020-0309
Contact Person / Sponsor: Robert G. Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Request to approve a Text Amendment amending Unified Development Ordinance Section 5.4.2, Home Occupation, to modify the various standards applicable to Home Occupations.

Points to Consider:
In January 2020, the Lancaster County Infrastructure and Regulation (I&R) Committee requested to have those provisions of the Unified Development Ordinance (UDO) concerning home occupations amended so as to provide appropriate provisions for larger home occupations that may occur in rural areas on larger lots.

The proposed text amendment would replace the existing language regulating Home Occupations in its entirety. It is noted, however, that much of the existing language is effectively being retained, but relocated and/or restructured within the revised language. The proposed amendment will help bring Home Occupation regulations up to a contemporary standard while providing opportunities for larger, home-based service businesses to operate in the rural residential areas of the County. The proposed amendment has undergone multiple reviews by the Planning Commission, I&R Committee, and the full County Council.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the proposed Text Amendment.

Recommendation:
The Planning Commission, at its meeting of January 19, 2021, unanimously voted 7-0 to recommend approval of this text amendment. There was no substantive discussion on the proposal.

Staff recommended approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1715	2/1/2021	Ordinance
Exhibit 1 to Ordinance 2021-1715	2/25/2021	Exhibit
Staff Report	1/11/2021	Planning Staff Report
Ex 1: Application	1/11/2021	Exhibit
Ex 2: Proposed Text Amendment	1/11/2021	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1715

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE CHAPTER SECTION 5.4.2, HOME OCCUPATION, TO MODIFY THE VARIOUS STANDARDS APPLICABLE TO HOME OCCUPATIONS.

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 5.4.2, Home Occupations, , of the Unified Development Ordinance (UDO) concerning the modification of the use regulations and definition to modify the various standards applicable to Home Occupations.
(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 clarity as to how this Home Occupations may be allowed in Lancaster County.
(d) Lancaster County Planning Commission considered the proposed text amendment at its meeting on January 19, 2021, and by a unanimous vote recommended approval of the text amendment.

Section 2. Amendment of Ordinance 2021-1715 (Unified Development Ordinance)

Ordinance 2021-1715 (Unified Development Ordinance) Section 5.4.2, Home Occupations, 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 8, 2021
Public Hearing: February 8, 2021
Second Reading: February 22, 2021
Third Reading: March 8, 2021

Approved as to form:

_____
John DuBose, County Attorney

~~Indicates Matter Stricken~~
Indicates New Matter

~~5.4.2 HOME OCCUPATION [AR, RR, RN, MH, LDR, MDR, UR, HDR, RMX, MX, IMX]~~

~~A. General Standards~~

1. ~~The home occupation shall be clearly incidental and secondary to residential occupancy.~~
2. ~~The use shall be carried on entirely within an enclosed structure on the premises.~~
3. ~~The home occupation shall be operated by a resident of the dwelling.~~
4. ~~A maximum of 25 percent of the gross floor area of the dwelling unit or 500 square feet, whichever is less, may be used for the home occupation.~~
5. ~~A maximum of one full-time equivalent non-residents of the dwelling may be employed on the premises.~~
6. ~~The use shall not generate pedestrian or vehicular traffic beyond that normal to the district in which it is located.~~
7. ~~The home occupation shall not involve the use of any commercial vehicles and semi tractor trailers for the delivery of materials to or from the premises. Common and routine frequency for residential parcel delivery service is not prohibited.~~
8. ~~No equipment or process shall be used in connection with the use which creates noise, vibration, glare, fumes, fire hazard, odors, dust, or electrical or communication interference detectable to the normal senses off the premises (in the case of a detached dwelling, off the lot; in the case of an attached unit, outside the dwelling unit). No equipment or process shall be used which creates visual or audible interference in any radio or television receiver off the premises.~~
9. ~~The home occupation shall not cause an increase in the use of any one or more utilities (water, sewer, electricity, gas, garbage, etc.) such that the combined total use for dwelling and home occupation purposes exceeds a level normally expected in a residential neighborhood.~~

~~B. Exterior Appearance~~

1. ~~Storage of goods and materials associated with the home occupation must be completely within an enclosed structure.~~
2. ~~Parking areas in the front yard shall be limited to the existing residential driveway only. Additional parking may be provided in the rear yard only, but shall not include more than one non-commercial vehicle used in connection with the home occupation parked or stored on the premises.~~
3. ~~No display of goods, products, services, or other advertising (except permitted signage as set forth in Chapter 7) shall be visible from outside of the dwelling.~~

~~C. Standards for Specific Types of Home Occupations~~

1. ~~Personal Services, including cosmetic services, salons, barber shops, and non-permanent makeup services, but not including nail salons, may be permitted provided they comply with all of the following:~~
   - ~~a. Such uses shall meet all applicable state requirements;~~
   - ~~b. Any exterior entrance/exit to an area of the principal building shall be on the side or rear (and not the front) of the building;~~
   - ~~c. Only 1 barber/styling chair shall be permitted;~~
   - ~~d. No more than 2 hair drying chairs shall be permitted;~~
   - ~~e. Only incidental sales of hair products shall be allowed on the premises;~~

f. Must meet all accessibly features, including restroom facilities, etc., meeting the International Building Code in accordance with the Americans with Disabilities Act;

g. No more than 1 sign identifying, or in any way pertaining to, such uses shall be permitted, and such sign shall meet all requirements of Chapter 7 of this ordinance; and

h. All barber/styling chairs and hair drying chairs shall be located together in either the main dwelling or the accessory building, not split between both.

2. No group instruction service, including but not limited to dance, music, exercise, arts, and crafts, may be provided for a group larger than 8 persons.

3. Retail sales shall be limited to the resale of handmade items grown or produced on-site such as food items, crafts, antiques, jewelry, and clothing.

D. Uses Prohibited as Home Occupations: The following uses are prohibited as home occupations because the nature of their operation has the tendency to impair the use and value of properties in a residential district:

1. Residential Care Facilities
2. Halfway Homes
3. Any Lodging Uses (Section 2.5.3.)
4. Kennels
5. Medical Clinic
6. Personal Services, Restricted
7. Veterinary Clinic
8. Any Commercial/Entertainment Uses (Section 2.5.3), except specifically those retail uses noted in Section 5.4.2.C.3 above.
9. Correctional Institution
10. Day Treatment Center
11. Hospital
12. Any Automotive Uses (Section 2.5.3)
13. Any Industrial/Wholesale/Storage Uses (Section 2.5.3)
14. Nail Salons
15. Barber Shops/Salons with more than one chair.

5.4.2 HOME OCCUPATION [AR, RR, RN, MH, LDR, MDR, PB, RB, UR, HDR, RMX, MX, IMX]

A. General Standards

1. Any internal or external modifications, either permanent or accessory, that will make the dwelling appear less residential, either in nature or function, are prohibited. The dwelling and site must remain residential in appearance and characteristics.

2. The home occupation must be conducted within the dwelling or permitted accessory structure. It shall not exceed 25 percent of the gross floor area of the dwelling or 500 square feet, whichever is greater.

3. The home occupation shall not be operated by any person other than residents living in the dwelling, and shall not employ more than one non-resident of the dwelling for employment at the dwelling.

4. No equipment, material, or process shall be used in any such home occupation that produces or emits any additional noise; increased vibration; intensified lighting or glare; smoke, dust, or other particulate matter; excessive heat or humidity; blight or unsightliness; gas, fumes, or odor; increased electrical interference; or any other nuisances, hazards, or objectionable conditions detectable at the boundary of the lot, if the occupation is conducted in a detached dwelling unit, or outside the dwelling

unit, if conducted in an attached dwelling unit. Explosive or highly flammable materials and toxic or hazardous waste are not permitted.

5. Hours of operation for deliveries, clients, and operation of mechanical or electrical equipment shall be limited to the hours between 7:00 a.m. to 8:00 p.m.

6. One non-illuminated sign of two square feet in area or smaller is allowed. The sign must be attached to the dwelling and must be compatible with the building architecture and materials.

7. **Traffic, Parking, and Vehicles**

   a. No vehicular traffic may be generated by the home occupation business in greater volumes than would reasonably be expected in the residential neighborhood, nor may it create unreasonable parking or traffic congestion for the residents of the immediate neighborhood. Any parking or traffic of such character, intensity, or continued duration that substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities shall be considered unreasonable.

   b. Commercial vehicles and semi-tractor trailers shall not access a property from a shared driveway. If parked or stored within 100 feet of any property or right-of-way line, commercial vehicles or trailers shall be fully screened by a solid wood or vinyl fence, or masonry wall, berm, or opaque evergreen landscaping.

   c. Any parking associated with the home occupation shall occur on the premises and not within a public or private right-of-way. Any parking in the front yard shall be as per the requirements of Section 7.2.5.A.10, and screened in accordance with the requirements of Section 5.4.2.A.6.b, above, regardless of distance from any property or right-of-way line. Additional parking may be provided in the side and rear yards.

B. Additional Standards for Specific Types of Home Occupations

1. *Personal Services*. Personal services, including cosmetic services, salons, barber shops, and non-permanent makeup services, but not including nail salons, may be permitted provided they comply with all of the following:

   a. Shall meet all applicable state requirements;

   b. Any exterior entrance/exit to an area of the principal building shall be on the side or rear of the building;

   c. Only incidental sales of cosmetic and hair products shall be allowed on the premises;

   d. No more than one barber/styling chair, and no more than two hair drying chairs shall be permitted;

   e. All barber/styling chairs and hair drying chairs shall be located together in either the main dwelling or within an accessory building, and shall not be split between said buildings; and

   f. All service professionals shall include copies of their State professional licenses (if applicable) in the home occupation application submittal.

2. *Group Instruction Services*. Group instruction services, including but not limited to teaching art, dance, music, and tutoring may be provided so long as the group does not exceed four persons at any time. Additionally, adequate parking must be provided onsite for both the residents of the dwelling and the maximum number of clients receiving instructional services; however said parking for clients is not required to be permanent.

3. *Independent Contractors*. Independent contractors include, but are not limited to, electric or plumbing contractors, landscapers and similar businesses that have employees and require the storage of

commercial vehicles or equipment on the property. These businesses may be permitted provided that they comply with all of the following:

a. The property upon which the home occupation will be located must be zoned either AR, RN, RR, LDR or MH District;

b. When located within an accessory building(s), the floor area of the home occupation shall not cumulatively exceed 3,000 square feet or 75 percent of the gross floor area of the principal dwelling, whichever is greater;

c. Any goods or materials, but not vehicles or equipment, associated with the home occupation shall be stored entirely within an enclosed structure on the premises, or screened from view of any street, public or private right-of-way, or adjacent property by an opaque evergreen screen or fence;

4. *Retail Sales*. Onsite retail sales conducted directly from the home (not including internet sales business) shall be limited to the sale of handmade items grown or produced on-site such as: arts and crafts, clothing, foodstuffs, furniture, and/or jewelry.

C. Prohibited Home Occupations. The following are prohibited as home occupations due to the nature of their operation having the tendency to impair the use and value of surrounding properties in a residential district:

1. Automotive uses (Section 2.5.3);

2. Civic uses (Section 2.5.3);

3. Commercial/Entertainment uses (Section 2.5.3), except for those specific retail uses permitted by Section 5.4.3.B.;

4. Educational/Institutional uses (Section 2.5.3), except for Child/Adult Day Care Home (5 or fewer persons) and Studio;

5. Halfway Homes;

6. Industry/Wholesale/Storage uses (Section 2.5.3);

7. Infrastructure uses (Section 2.5.3), except for Artist Studio/Light Manufacturing Workshops;

8. Lodging uses (Section 2.5.3.);

9. Office/Services uses (Section 2.5.3), except for Personal Services permitted by Section 5.4.3.B., Business Support Services, and Professional Services; and,

10. Residential Care Facilities.

D. Grandfathered Home Occupations

1. Home occupation permits issued prior to the effective date of this section shall be grandfathered. However, any subsequent home occupation permit issued at the same address must be in conformance with these standards.

2. Any expansion of a grandfathered home occupation shall be in compliance with the standards of Section 5.4.2.

3. Any change of a grandfathered home occupation to a different home occupation shall require that the new home occupation be in compliance with the standards of Section 5.4.2.

PROPOSAL: Amend Unified Development Ordinance Section 5.4.2, Home Occupation, to modify the various standards applicable to Home Occupations.

APPLICABLE CHAPTERS: Chapter 5

APPLICANT: Lancaster County

PROJECT SUMMARY & PROPOSAL:

In January 2020, the Lancaster County Infrastructure and Regulation (I & R) Committee requested to have those provisions of the Unified Development Ordinance (UDO) concerning home occupations amended so as to provide appropriate provisions for larger home occupations that may occur in rural areas on larger lots. Staff prepared and ordinance to address this, as well as updating the home occupation provisions as a whole and brought the amendment before the Planning Commission at its meeting of March 17, 2020, where the Planning Commission recommended approval of the proposed ordinance by a vote of 6-1. County Council subsequently passed the ordinance on First Reading at its meeting of April 27, 2020; however the Council also remanded the amendment back to the I & R Committee for further discussion. After the I & R Committee discussed the amendment on June 9, 2020, County Council passed the ordinance on Second Reading, but with the Council still having concerns as to the proposed regulations, the amendment was once again remanded to the I & R Committee for further discussion at their meeting of August 11, 2020.

At the I & R Committee of August 11, 2020, staff received direction on changes to be made, including simplifying and condensing some of the language, as well as direction to bring the item back before the Committee at its meeting of November 10, 2020. The version of the ordinance which is currently before the Planning Commission was discussed with the I & R Committee at that meeting, and direction was given to bring the item back before the Planning Commission as proposed.

OUTLINE OF TEXT AMENDMENT:

The proposed text amendment would replace the existing language regulating home occupations in its entirety. It is noted, however, that much of the existing language is effectively being retained, but relocated and/or restructured within the revised language.

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

Section 5.4.2, Home Occupation: Amend to replace Section 5.4.2 in its entirety.

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

FINDINGS AND CONCLUSIONS:

The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3. Further, the proposed amendment will help bring home occupation regulations up to a contemporary standard while providing opportunities for larger, home-based service businesses to operate in the rural residential areas of the County.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed changes.

ATTACHMENTS:

1. Proposed Text Amendment
2. Application

STAFF CONTACT:

Robert G. 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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended SEC. 2.5.3; 5.4.2; 7.2.4.A; AND 10.3

Current Text SEE ATTACHED ORDINANCE.

Proposed Text SEE ATTACHED ORDINANCE.

Description of Need for Proposed Text AMEND HOME OCCUPATION REGULATIONS TO ACCOMMODATE HOME OCCUPATIONS IN RURAL AREAS OF THE COUNTY.

☒ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name ROX BURHANS

Address 101 N. MAIN ST.

City LANCASTER State SC Zip 29720 Phone 803-416-9422

Fax _____ Email rburhans@lancastersc.net

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.

Rex H. Burkhalter — Applicant

2-13-2020 — 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 2020-0309 Date Received 1-31-20 Receipt Number —

Amount Paid — Check Number — Cash Amount —

Received By ~~1-31-20~~ Planning Commission Meeting Date 03-17-20

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 - $325.00

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.

~~Indicates Matter Stricken~~
Indicates New Matter

~~5.4.2 HOME OCCUPATION [AR, RR, RN, MH, LDR, MDR, UR, HDR, RMX, MX, IMX]~~

~~A. General Standards~~

1. ~~The home occupation shall be clearly incidental and secondary to residential occupancy.~~
2. ~~The use shall be carried on entirely within an enclosed structure on the premises.~~
3. ~~The home occupation shall be operated by a resident of the dwelling.~~
4. ~~A maximum of 25 percent of the gross floor area of the dwelling unit or 500 square feet, whichever is less, may be used for the home occupation.~~
5. ~~A maximum of one full-time equivalent non-residents of the dwelling may be employed on the premises.~~
6. ~~The use shall not generate pedestrian or vehicular traffic beyond that normal to the district in which it is located.~~
7. ~~The home occupation shall not involve the use of any commercial vehicles and semi tractor trailers for the delivery of materials to or from the premises. Common and routine frequency for residential parcel delivery service is not prohibited.~~
8. ~~No equipment or process shall be used in connection with the use which creates noise, vibration, glare, fumes, fire hazard, odors, dust, or electrical or communication interference detectable to the normal senses off the premises (in the case of a detached dwelling, off the lot; in the case of an attached unit, outside the dwelling unit). No equipment or process shall be used which creates visual or audible interference in any radio or television receiver off the premises.~~
9. ~~The home occupation shall not cause an increase in the use of any one or more utilities (water, sewer, electricity, gas, garbage, etc.) such that the combined total use for dwelling and home occupation purposes exceeds a level normally expected in a residential neighborhood.~~

~~B. Exterior Appearance~~

1. ~~Storage of goods and materials associated with the home occupation must be completely within an enclosed structure.~~
2. ~~Parking areas in the front yard shall be limited to the existing residential driveway only. Additional parking may be provided in the rear yard only, but shall not include more than one non-commercial vehicle used in connection with the home occupation parked or stored on the premises.~~
3. ~~No display of goods, products, services, or other advertising (except permitted signage as set forth in Chapter 7) shall be visible from outside of the dwelling.~~

~~C. Standards for Specific Types of Home Occupations~~

1. ~~Personal Services, including cosmetic services, salons, barber shops, and non-permanent makeup services, but not including nail salons, may be permitted provided they comply with all of the following:~~
   - ~~a. Such uses shall meet all applicable state requirements;~~
   - ~~b. Any exterior entrance/exit to an area of the principal building shall be on the side or rear (and not the front) of the building;~~
   - ~~c. Only 1 barber/styling chair shall be permitted;~~
   - ~~d. No more than 2 hair drying chairs shall be permitted;~~
   - ~~e. Only incidental sales of hair products shall be allowed on the premises;~~

f. Must meet all accessibly features, including restroom facilities, etc., meeting the International Building Code in accordance with the Americans with Disabilities Act;

g. No more than 1 sign identifying, or in any way pertaining to, such uses shall be permitted, and such sign shall meet all requirements of Chapter 7 of this ordinance; and

h. All barber/styling chairs and hair drying chairs shall be located together in either the main dwelling or the accessory building, not split between both.

2. No group instruction service, including but not limited to dance, music, exercise, arts, and crafts, may be provided for a group larger than 8 persons.

3. Retail sales shall be limited to the resale of handmade items grown or produced on-site such as food items, crafts, antiques, jewelry, and clothing.

D. Uses Prohibited as Home Occupations: The following uses are prohibited as home occupations because the nature of their operation has the tendency to impair the use and value of properties in a residential district:

1. Residential Care Facilities
2. Halfway Homes
3. Any Lodging Uses (Section 2.5.3.)
4. Kennels
5. Medical Clinic
6. Personal Services, Restricted
7. Veterinary Clinic
8. Any Commercial/Entertainment Uses (Section 2.5.3), except specifically those retail uses noted in Section 5.4.2.C.3 above.
9. Correctional Institution
10. Day Treatment Center
11. Hospital
12. Any Automotive Uses (Section 2.5.3)
13. Any Industrial/Wholesale/Storage Uses (Section 2.5.3)
14. Nail Salons
15. Barber Shops/Salons with more than one chair.

5.4.2 HOME OCCUPATION [AR, RR, RN, MH, LDR, MDR, PB, RB, UR, HDR, RMX, MX, IMX]

A. General Standards

1. Any internal or external modifications, either permanent or accessory, that will make the dwelling appear less residential, either in nature or function, are prohibited. The dwelling and site must remain residential in appearance and characteristics.

2. The home occupation must be conducted within the dwelling or permitted accessory structure. It shall not exceed 25 percent of the gross floor area of the dwelling or 500 square feet, whichever is greater.

3. The home occupation shall not be operated by any person other than residents living in the dwelling, and shall not employ more than one non-resident of the dwelling for employment at the dwelling.

4. No equipment, material, or process shall be used in any such home occupation that produces or emits any additional noise; increased vibration; intensified lighting or glare; smoke, dust, or other particulate matter; excessive heat or humidity; blight or unsightliness; gas, fumes, or odor; increased electrical interference; or any other nuisances, hazards, or objectionable conditions detectable at the boundary of the lot, if the occupation is conducted in a detached dwelling unit, or outside the dwelling

unit, if conducted in an attached dwelling unit. Explosive or highly flammable materials and toxic or hazardous waste are not permitted.

5. Hours of operation for deliveries, clients, and operation of mechanical or electrical equipment shall be limited to the hours between 7:00 a.m. to 8:00 p.m.

6. One non-illuminated sign of two square feet in area or smaller is allowed. The sign must be attached to the dwelling and must be compatible with the building architecture and materials.

7. **Traffic, Parking, and Vehicles**

   a. No vehicular traffic may be generated by the home occupation business in greater volumes than would reasonably be expected in the residential neighborhood, nor may it create unreasonable parking or traffic congestion for the residents of the immediate neighborhood. Any parking or traffic of such character, intensity, or continued duration that substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities shall be considered unreasonable.

   b. Commercial vehicles and semi-tractor trailers shall not access a property from a shared driveway. If parked or stored within 100 feet of any property or right-of-way line, commercial vehicles or trailers shall be fully screened by a solid wood or vinyl fence, or masonry wall, berm, or opaque evergreen landscaping.

   c. Any parking associated with the home occupation shall occur on the premises and not within a public or private right-of-way. Any parking in the front yard shall be as per the requirements of Section 7.2.5.A.10, and screened in accordance with the requirements of Section 5.4.2.A.6.b, above, regardless of distance from any property or right-of-way line. Additional parking may be provided in the side and rear yards.

B. Additional Standards for Specific Types of Home Occupations

1. *Personal Services*. Personal services, including cosmetic services, salons, barber shops, and non-permanent makeup services, but not including nail salons, may be permitted provided they comply with all of the following:

   a. Shall meet all applicable state requirements;

   b. Any exterior entrance/exit to an area of the principal building shall be on the side or rear of the building;

   c. Only incidental sales of cosmetic and hair products shall be allowed on the premises;

   d. No more than one barber/styling chair, and no more than two hair drying chairs shall be permitted;

   e. All barber/styling chairs and hair drying chairs shall be located together in either the main dwelling or within an accessory building, and shall not be split between said buildings; and

   f. All service professionals shall include copies of their State professional licenses (if applicable) in the home occupation application submittal.

2. *Group Instruction Services*. Group instruction services, including but not limited to teaching art, dance, music, and tutoring may be provided so long as the group does not exceed four persons at any time. Additionally, adequate parking must be provided onsite for both the residents of the dwelling and the maximum number of clients receiving instructional services; however said parking for clients is not required to be permanent.

3. *Independent Contractors*. Independent contractors include, but are not limited to, electric or plumbing contractors, landscapers and similar businesses that have employees and require the storage of

commercial vehicles or equipment on the property. These businesses may be permitted provided that they comply with all of the following:

a. The property upon which the home occupation will be located must be zoned either AR, RN, RR, LDR or MH District;

b. When located within an accessory building(s), the floor area of the home occupation shall not cumulatively exceed 3,000 square feet or 75 percent of the gross floor area of the principal dwelling, whichever is greater;

c. Any goods or materials, but not vehicles or equipment, associated with the home occupation shall be stored entirely within an enclosed structure on the premises, or screened from view of any street, public or private right-of-way, or adjacent property by an opaque evergreen screen or fence;

4. *Retail Sales*. Onsite retail sales conducted directly from the home (not including internet sales business) shall be limited to the sale of handmade items grown or produced on-site such as: arts and crafts, clothing, foodstuffs, furniture, and/or jewelry.

C. Prohibited Home Occupations. The following are prohibited as home occupations due to the nature of their operation having the tendency to impair the use and value of surrounding properties in a residential district:

1. Automotive uses (Section 2.5.3);

2. Civic uses (Section 2.5.3);

3. Commercial/Entertainment uses (Section 2.5.3), except for those specific retail uses permitted by Section 5.4.3.B.;

4. Educational/Institutional uses (Section 2.5.3), except for Child/Adult Day Care Home (5 or fewer persons) and Studio;

5. Halfway Homes;

6. Industry/Wholesale/Storage uses (Section 2.5.3);

7. Infrastructure uses (Section 2.5.3), except for Artist Studio/Light Manufacturing Workshops;

8. Lodging uses (Section 2.5.3.);

9. Office/Services uses (Section 2.5.3), except for Personal Services permitted by Section 5.4.3.B., Business Support Services, and Professional Services; and,

10. Residential Care Facilities.

D. Grandfathered Home Occupations

1. Home occupation permits issued prior to the effective date of this section shall be grandfathered. However, any subsequent home occupation permit issued at the same address must be in conformance with these standards.

2. Any expansion of a grandfathered home occupation shall be in compliance with the standards of Section 5.4.2.

3. Any change of a grandfathered home occupation to a different home occupation shall require that the new home occupation be in compliance with the standards of Section 5.4.2.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1716
Contact Person / Sponsor: Steve Willis/Administration and John DuBose/County Attorney
Department: Administration
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Potential Quit Claim for unopened portion of Culp Landsford Road.

Points to Consider:
Attached is the tax map showing this area. Culp Landsford Road is a residential street that branches off Culp Street. Culp Street branches off Landsford Road near its intersection with Memorial Park Road.

The westerly segment of Culp Landsford was never opened and never used. The easterly segment is a paved county road.

The owners for the westerly segment have inquired as to having the platted but never opened segment transferred to them by Quit Claim deed.

Jeff Catoe and I concur this road segment has no value to Lancaster County and a Quit Claim to the adjacent property owners would be appropriate.

Funding and Liability Factors:
N/A

Council Options:
Approve or reject quit claim of the unopened portion of Culp Landsford Road. .

Recommendation:
Approve the Ordinance authorizing a Quit Claim Deed for this road segment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1716	2/11/2021	Ordinance
Exhibit A to Ordinance 2021-1716 - Tax Map of Culp Landsford Rd	1/21/2021	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021- 1716

AN ORDINANCE AUTHORIZING LANCASTER COUNTY TO QUIT CLAIM TITLE TO REAL PROPERTY WITHIN AN UNOPENED PORTION OF CULP LANDSFORD ROAD TO ADJACENT LANDOWNERS.

WHEREAS, Culp Landsford Road is a county maintained road in Lancaster County, South Carolina.

WHEREAS, Lancaster County never accepted the dedication of a portion of Culp Landsford Road and the portion of the road not accepted for public dedication remains unopened.

WHEREAS, Lancaster County has no current or future plans to accept the dedication of the unopened portion of Culp Landsford Road and the real property has no value or use to Lancaster County.

WHEREAS, this real property cannot be subdivided as a new parcel of real property and therefore holds no value except to the adjacent landowners.

WHEREAS, while Lancaster County does not claim any right, title, or interest in the unopened portion of Culp Landsford Road, the Lancaster County Council finds it appropriate and prudent to convey any right, title, or interest it may hold in the unopened portion of Culp Landsford Road to adjacent property owners via quitclaim deed.

WHEREAS, this action represents an important and necessary governmental function.

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

Section 1. Lancaster County intends to convey, via quitclaim deeds, any right, title, or interest it may hold in the real property comprising the unopened portion of Culp Landsford Road (shown on Exhibit "A" which attached hereto and incorporated herein by reference) to the property owners adjacent to the unopened section of road. Specifically:

A. Erich Simpson, Trustee of the Erich Simpson Family Revocable Living Trust dated July 23, 2012, will receive from the County via quitclaim deed, title of the unopened portion of Culp Landsford Road from his existing property line to the centerline of the unopened portion of the road.
B. Larry W Sims and Teresa C. Sims will receive from the County via quitclaim deed, title of the unopened portion of Culp Landsford Road from their existing property line to the centerline of the unopened portion of the road.
C. Carmen De Jesus Flores and Roque Fabio Diaz will receive from the County via quitclaim deed, title of the unopened portion of Culp Landsford Road from their existing property line to the centerline of the unopened portion of the road.

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

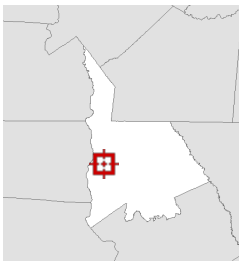
First Reading: February 22, 2021
Second Reading: March 8, 2021
Public Hearing: March 22, 2021
Third Reading: March 22, 2021

Approved as to form:

_____
John DuBose, County Attorney

qPublic.net™ Lancaster County, SC

Overview



Legend

- Parcels
- Roads
- Railroad

Date created: 1/21/2021
Last Data Uploaded: 1/21/2021 1:08:09 AM

Developed by Schneider GEOSPATIAL

Agenda Item Summary

Ordinance # / Resolution #: 1143-R2021
Contact Person / Sponsor: Steve Willis/Administration and John Dubose/County Attorney
Department: Administration
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
The Lancaster County School District has submitted the report on their proposed Impact Fee.

Points to Consider:
The School District must submit their proposed Impact Fee to County Council for consideration. The report (attached) has been received.

Council must first consider a Resolution sending the report, which includes their Capital Improvement Plan related to the Impact Fee, to the Planning Commission for their consideration.

Once the Planning Commission has issued their findings, the matter will then return to County Council for your consideration. This would be done via an ordinance, which would include a Public Hearing.

Funding and Liability Factors:
The maximum allowable fee is found on page six of the study.

Council Options:
Approve or reject the Resolution.

Recommendation:
Approve the Resolution to send this matter to the Planning Commission pursuant to state law.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1143-R2021	3/1/2021	Resolution
LCSD Impact Fee Report	2/27/2021	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1143-R2021

A RESOLUTION

AUTHORIZING THE LANCASTER COUNTY PLANNING COMMISSION TO CONDUCT STUDIES AND RECOMMEND A CAPITAL IMPROVEMENT PLAN AND IMPACT FEE

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

WHEREAS, Lancaster County, a body politic and political subdivision of the State of South Carolina (County), has adopted a comprehensive plan, as provided in Chapter 29 of Title 6, South Carolina Code of Laws; and,

WHEREAS, as a Governmental Entity which has adopted a Comprehensive Plan, Lancaster County by and through its County Council is authorized by the South Carolina Development Impact Fee Act, S.C. Code Ann. Section 6-1-910, et. seq. (Act), to initiate a process whereby Lancaster County Planning Commission (Commission) may conduct studies and recommend an impact fee Ordinance, developed in accordance with the requirements of Title 6, Chapter 1, Article 9 (Development Impact Fees), South Carolina Code of Laws; and,

WHEREAS, the Lancaster County School District has conducted the required study for a proposed Impact Fee for the School District to be imposed in the Indian Land School Attendance Zone; and,

WHEREAS, the Lancaster County School District has adopted a Capital Improvement Plan developed in accordance with the requirements of Title 6, Chapter 1, Article 9 (Development Impact Fees), South Carolina Code of Laws; and

WHEREAS, the County finds that its geographic area, specifically the greater Lancaster County Panhandle area, has experienced and continues to experience rapid population growth and development which will continue or increase in the future; and

WHEREAS, the County continues to experience the effects of direct impacts of this growth to the public facilities throughout the County; and

WHEREAS, the population growth projections made by professional expert consultants indicate a need to accommodate 42,678 new residents and 18,046 housing units through 2030 in the greater Lancaster County Panhandle; and

WHEREAS, the costs associated with the land acquisition, construction, and equipping of public school facilities necessitated by that projected population growth are significant and expensive; and

WHEREAS, the County finds that it is fair and equitable for new residential development resulting from that projected population growth to fund, in whole or in part, as may be permitted by the Act, the cost of new public facilities whose need will result from such new residential development; and

WHEREAS, the County finds that the projected population growth requires consideration for an impact fee related to the public facilities and service areas within the County that may include, but not limited to, school buildings, school offices, school athletic facilities, associated parking areas, and any other facilities considered necessary for the residents of the State of South Carolina including the residents of Lancaster County.

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER COUNTY COUNCIL DULY ASSEMBLED THAT:

1. The Commission is hereby directed to conduct the required studies and recommend an impact fee ordinance in conformity with the South Carolina Development Impact Fee Act based upon the results of those studies;
2. The Lancaster County School Superintendent or his designee(s) shall act as liaison(s) between the Commission and Lancaster County Council and serve as the facilitator(s) with such School District designated consultants, and County personnel who may be tasked to assist in the performance of the statutory requirement incident to the generation of the Impact Fee including but not limited to, the performance of any required analysis and study; the generation of any required plans and reports; and, the structuring of the ultimate recommended Ordinance;
3. It is the intent of the Council that the Commission complete its assigned task with a recommendation to Council within four (4) months or as soon thereafter as practicable;
4. The County Administrator and all other appropriate officials and employees of the County are hereby authorized to execute, deliver, and receive any other agreements and documents, and perform such tasks, as may be required by the County or Commission in order to carry out, give effect to, and consummate the impact fee ordinance process authorized by this Resolution;
5. This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina:
6. This Resolution shall become effective immediately upon approval by the Council;
7. The provisions of this Resolution are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid

or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder; and

8. A copy of this Resolution shall be delivered to the Commission upon adoption.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John DuBose, County Attorney

School Development Impact Fee Study and Capital Improvement Plan

Prepared for:
Lancaster County School District

February 10, 2021

TischlerBise
FISCAL | ECONOMIC | PLANNING

4701 Sangamore Road
Suite S240
Bethesda, MD
(301) 320-6900
www.TischlerBise.com

[PAGE INTENTIONALLY LEFT BLANK]

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1
LANCASTER COUNTY SCHOOL DISTRICT SCHOOL DEVELOPMENT IMPACT FEE OVERVIEW 1
SOUTH CAROLINA DEVELOPMENT IMPACT FEE ACT 1
CONCEPTUAL DEVELOPMENT IMPACT FEE CALCULATION 2
GENERAL METHODOLOGIES 3
Cost Recovery (Past Improvements) 3
Incremental Expansion (Concurrent Improvements) 3
Plan-Based Fee (Future Improvements) 3
Credits 4
SERVICE/BENEFIT AREA 4
PROPOSED DEVELOPMENT IMPACT FEE SCHEDULE 6

STUDENT GENERATION RATES AND PROJECTED ENROLLMENT 7
STUDENT ENROLLMENT PROJECTIONS 7
Districtwide Enrollment Projections 7
Indian Land Attendance Area Enrollment Projections 7
STUDENT GENERATION RATES 8

CAPITAL IMPROVEMENT PLAN 10
OVERVIEW OF CURRENT SCHOOL FUNDING ARRANGEMENTS 10
SERVICE/BENEFIT AREA 10
BUILDING AND SITE LEVEL-OF-SERVICE STANDARDS 10
K-8 Schools 11
PLANNED CAPACITY PROJECTS 12
FUTURE CAPACITY PROJECTION 12

SCHOOL DEVELOPMENT IMPACT FEE CALCULATION 14
METHODOLOGY 14
CONSTRUCTION COSTS 14
LAND COSTS 14
CREDITS/OFFSETS 15
Credits for Future Principal Payments on Existing School Capacity 15
Credit for Existing and Future Debt Principal 16
Credit for Excess Revenue 17
SCHOOL DEVELOPMENT IMPACT FEE INPUT VARIABLES 18
MAXIMUM ALLOWABLE SCHOOL DEVELOPMENT IMPACT FEES 19

EXECUTIVE SUMMARY

The Lancaster County School District retained TischlerBise to prepare a Capital Improvement Plan and Development Impact Fee Study. Development impact fees are one-time payments used to construct system improvements needed to accommodate new development. The District may use the development impact fees as either cash payments to fund future land purchases and K-8 school construction, or contribute toward principal payments for debt used to purchase land and/or construct additional K-8 school construction. A development impact fee represents new growth's proportionate share of capital facility needs. Development impact fees do have limitations, and should not be regarded as the total solution for infrastructure funding needs. Rather, they are one component of a comprehensive portfolio to ensure provision of adequate public facilities needed to serve new development. In contrast to general taxes, development impact fees may not be used for operations, maintenance, replacement of infrastructure, or correcting existing deficiencies.

LANCASTER COUNTY SCHOOL DISTRICT SCHOOL DEVELOPMENT IMPACT FEE OVERVIEW

The Lancaster County School District has seen significant residential growth in the Indian Land attendance area over the past several years and with it increased enrollment. This growth is expected to continue in the future. The Lancaster County School District school development impact fees are derived using a combination of the incremental expansion approach for schools to serve grades K-8 (a development impact fee for high schools is not recommended at this time). This approach determines current level-of-service standards for school buildings (i.e., elementary and middle schools) and land for school sites. Level-of-service standards are derived using 2020-2021 permanent capacity and are expressed as follows:

1. School buildings: Square feet per student by type of school
2. Land: Acres per student by type of school

A credit is included in the development impact fee to account for outstanding debt on existing and future school facilities. Further detail on the approach, levels of service, costs, and credits is provided in the body of this report.

SOUTH CAROLINA DEVELOPMENT IMPACT FEE ACT

The State of South Carolina grants the power for cities and counties to collect development impact fees on new development pursuant to the rules and regulations set forth in the South Carolina Development Impact Fee Act (Code of Laws of South Carolina, Section 6-1-910 et seq.). The process to create a local development impact fee system begins with a resolution by the County Council directing the Planning Commission to conduct a development impact fee study and recommend a development impact fee ordinance for legislative action.

Generally, a governmental entity must have an adopted comprehensive plan to enact development impact fees; however, certain provisions in State law allow counties, cities, and towns that have not adopted a comprehensive plan to impose development impact fees. Those jurisdictions must prepare a

capital improvements plan as well as prepare a development impact fee study that substantially complies with Section 6-1-960(B) of the Code of Laws of South Carolina.

All counties, cities, and towns are also required to prepare a report that estimates the effect of development impact fees on the availability of affordable housing before imposing development impact fees on residential dwelling units. Based on the findings of the study, certain developments may be exempt from development impact fees when all or part of the project is determined to create affordable housing, and the exempt development's proportionate share of system improvements is funded through a revenue source other than development impact fees. A housing affordability analysis in support of the development impact fee study is published as a separate report.

Eligible costs may include design, acquisition, engineering, and financing attributable to those improvements recommended in the local capital improvements plan that qualify for development impact fee funding. Revenues collected by the county, city, or town may not be used for administrative or operating costs associated with imposing the development impact fee. All revenues from development impact fees must be maintained in an interest-bearing account prior to expenditure on recommended improvements. Monies must be returned to the owner of record of the property for which the development impact fee was collected if they are not spent within three years of the date they are scheduled to be encumbered in the local capital improvements plan. All refunds to private land owners must include the pro rata portion of interest earned while on deposit in the development impact fee account.

The Lancaster County School District is also responsible for preparing and publishing an annual report describing the amount of development impact fees collected, appropriated, and spent during the preceding year. Subsequent to adoption of a development impact fee ordinance, the Planning Commission will again be required to review and update the development impact fee study report, capital improvements plan, housing affordability analysis, and development impact fee ordinance. These updates must occur at least once every five years. Pursuant to State Law, the Lancaster County School District will not be empowered to recommend additional projects eligible for development impact fee funding or charge higher maximum allowable development impact fees until the development impact fee study and capital improvement plan have been updated.

CONCEPTUAL DEVELOPMENT IMPACT FEE CALCULATION

In contrast to project-level improvements, development impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire jurisdiction (referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of demand units for each unit of development. For example, an appropriate indicator of the demand for schools is population growth, and the increase in population can be estimated from the average number of students per housing unit. The second step in the development impact fee formula is to determine infrastructure units per demand unit, typically called level-of-service (LOS) standards. In keeping with the school example, a common LOS standard is square footage per student. The third step in the development impact fee formula is the cost

of various infrastructure units. To complete the school example, this part of the formula would establish the cost per square foot for school facility construction.

GENERAL METHODOLOGIES

There are three general methods for calculating development impact fees. The choice of a particular method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages in a particular situation, and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating development impact fees and how those methods can be applied.

Cost Recovery (Past Improvements)

The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used when there is substantial excess student capacity at a particular school level.

Incremental Expansion (Concurrent Improvements)

The incremental expansion method documents current level-of-service (LOS) standards for each type of public facility, using both quantitative and qualitative measures. This approach ensures that there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increment to keep pace with development, and is the methodology used for this school development impact fee calculation.

Plan-Based Fee (Future Improvements)

The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

Credits

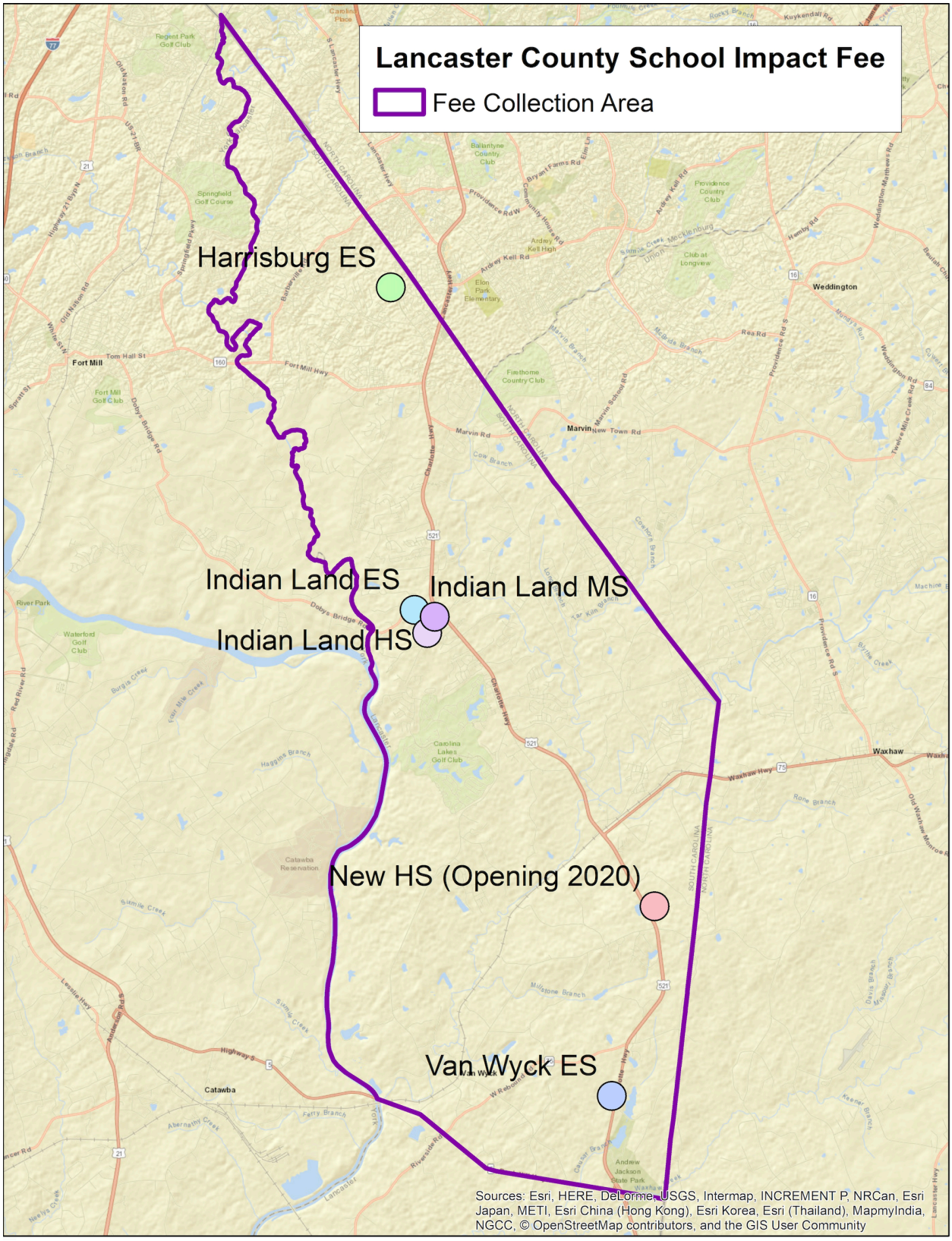
Regardless of the methodology, a consideration of "credits" is integral to the development of a legally defensible development impact fee methodology. There are two types of "credits" with specific characteristics, both of which should be addressed in development impact fee studies and ordinances.

- First, a revenue credit might be necessary if there is a double payment situation and other revenues are contributing to the capital costs of infrastructure to be funded by development impact fees. This type of credit is integrated into the development impact fee calculation, thus reducing the fee amount.
- Second, a site-specific credit or developer reimbursement might be necessary for dedication of land or construction of system improvements funded by development impact fees. This type of credit is addressed in the administration and implementation of the development impact fee program.

SERVICE/BENEFIT AREA

Based on projected growth and available school capacity over the next ten years, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. There are no capacity needs projected in the school attendance areas elsewhere in Lancaster County over the next ten years. By only applying the school development impact fee to new growth in the Indian Land school attendance area, new residents in that attendance area will be certain that they are receiving a benefit from the fee. The service/benefit area is shown in Figure 1.

Figure 1. Map of Service/Benefit Area



PROPOSED DEVELOPMENT IMPACT FEE SCHEDULE

As documented in this report, the Lancaster County School District has complied with the South Carolina Development Impact Fee Act and applicable legal precedents. Development impact fees are proportionate and reasonably related to capital improvement demands of new development. Specific costs have been identified using local data and current dollars. This report documents the formulas and input variables used to calculate the school development impact fees. Development impact fee methodologies also identify the extent to which new development is entitled to various types of credits to avoid potential double payment of growth-related capital costs.

School development impact fees are applied only to residential development and are per housing unit, reflecting the proportionate demand by type of unit. The amounts shown are "maximum allowable" amounts based on the methodologies, levels of service, and costs for the capital improvements identified herein. The fees represent the highest amount feasible for each type of applicable development, which represent new growth's fair share of the school capital costs detailed in this report. The District, through Lancaster County, can adopt amounts that are lower than the maximum amounts shown; however, a reduction in fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in the School District's level of service.

Figure 2 provides the maximum allowable school development impact fees for the Lancaster County School District. As discussed previously, these fees are to be implemented for the Indian Land attendance area only. For a single family unit, the maximum allowable fee amount is $8,202 per unit. For a multifamily unit, the maximum allowable development impact fee amount is $8,701.

Figure 2: Maximum Allowable School Development impact Fees

Maximum School Impact Fees: Lancaster County School District	
	K-8 Allowable Fee
Single Family	**$8,202**
Multifamily	**$8,701**

A note on rounding: Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using one, two, and three digit places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

STUDENT GENERATION RATES AND PROJECTED ENROLLMENT

This section of the Report discusses the student generation rates and enrollment projections used in the development impact fee calculations.

STUDENT ENROLLMENT PROJECTIONS

Section 6-1-960(6) of the South Carolina Development Impact Fee Act requires:

> *"the total number of service units necessitated by and attributable to new development within the service area, based on the land use assumptions and calculated in accordance with generally accepted engineering or planning criteria."*

Districtwide Enrollment Projections

Enrollment projections are from the *Lancaster County School District 2018-2019 Membership Forecast Report,* developed by Numerix LLC, a Charleston based consulting firm. As shown in Figure 3, enrollment is 14,102 in the base year this Study was started (School Year 2019-2020). By the 2024-2025 school year, the Lancaster County School District is projected to have a total enrollment of 16,744, an increase of 2,642 students. Because a projection of students beyond 5 years is needed to determine debt service credits (discussed later in this Report), TischlerBise utilized a straight-line projection based on the average annual increase over years 1 through 10. Utilizing this approach, the 10-year increase in students is estimated at 5,283 and the 20-year increase is estimated at 10,573 students.

Figure 3: Lancaster County School District Enrollment Projections

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2029-2030	2034-2035	2039-2040	10-Year Change	20-Year Change
	Base Yr	1	2	3	4	5	10	15	20		
Elementary	6,969	6,740	6,969	7,264	7,440	7,587	8,113	8,733	9,353	**1,144**	**2,384**
Middle	3,323	3,032	3,088	3,100	3121	3,237	3,658	3,573	3,488	**335**	**165**
High	3,810	4,836	5,121	5,444	5,656	5,920	7,614	9,724	11,834	**3,804**	**8,024**
TOTAL	**14,102**	**14,608**	**15,178**	**15,808**	**16,217**	**16,744**	**19,385**	**22,030**	**24,675**	**5,283**	**10,573**

*Enrollment projections in years 1-10 based on LCSD Membership Forecast by Area Projections.

Years 11-20 are based on a straight-line projection using the average annual increases from years 1-10

Indian Land Attendance Area Enrollment Projections

As stated previously in the Executive Summary, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. Figure 4 shows the projected enrollment by school for the Indian Land attendance area. Similar to the Districtwide projections, these projections are from the *Lancaster County School District 2018-2019 Membership Forecast Report,* developed by Numerix LLC (Numerix). As shown in Figure 4, the school configurations in the Indian Land attendance area are different than the rest of the District (beginning in school year 2021-2022). For example, elementary schools in the Indian Land attendance area include grades K-4, whereas elementary schools in the other District attendance areas house grades K-5. A similar situation exists at the middle school level, where middle schools house grades 6-8 outside of the Indian Land attendance area, but Indian Land has two different schools, one housing grades 5-6 and the other housing grades 7-8.

Based on the enrollment projections from Numerix, enrollment at the K-4 level is projected to increase by 1,015 students over the next ten years, and 2,142 students over twenty years. At the grades 5-6 level, enrollment is projected to increase by 765 students over the next ten years, and 1,615 students over twenty years. At the grades 7-8 level, enrollment is projected to increase by 1,065 students over the next ten years, and 2,249 students over twenty years. Finally, high school enrollment is projected to increase by 1,870 students over the next ten years, and 3,947 students over twenty years.

Figure 4: Indian Land Attendance Area Enrollment Projections

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2030-2031	2035-2036	2040-2041	10-Year Change	20-Year Change
	1	2	3	4	5	10	15	20		
Harrisburg ES (K-4 in 2021-22)	954	998	1,024	1,050	1,059	1,153	1,264	1,374	**199**	**420**
Indian Land ES (K-4 in 2021-22)	1,140	1,264	1,345	1,408	1,430	1,564	1,800	2,035	**424**	**895**
Van Wyck ES (K-4 in 2021-22)	758	849	929	986	1,025	1,150	1,367	1,585	**392**	**827**
Indian Land MS (5-6 in 2021-22)	1,007	1,106	1,185	1,311	1,488	1,772	2,197	2,622	**765**	**1,615**
Indian Land HS (7-8 in 2021-22)	969	1,016	1,108	1,214	1,302	2,034	2,626	3,218	**1,065**	**2,249**
New HS (Opening 2021-22)	1,537	1,709	1,864	2,066	2,258	3,407	4,446	5,484	**1,870**	**3,947**
TOTAL	**6,365**	**6,942**	**7,455**	**8,035**	**8,562**	**11,080**	**13,699**	**16,319**	**4,715**	**9,954**

*Enrollment projections in years 1-10 based on LCSD Membership Forecast by Area Projections.

Years 11-20 are based on a straight-line projection using the average annual increases from years 1-10

STUDENT GENERATION RATES

Section 6-1-960(3) of the South Carolina Development Impact Fee Act requires:

> *"a definitive table establishing the specific service unit for each category of system improvements and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural, and industrial, as appropriate."*

Demand for additional school capacity will be generated by new residential development. To determine the level of this demand, student generation rates are used as the "service unit" for the school development impact fees. The term "student generation rate" refers to the number of non-charter, public school students per housing unit within the Lancaster County School District. Public school students are a subset of school-aged children, which includes students in private schools and home-schooled children. Student generation rates are important demographic factors that help account for variations in demand for school facilities by type of housing. Students per housing unit are held constant over the projection period since the development impact fees represent a "snapshot approach" of current levels of service and costs.

TischlerBise derived custom student generation rates for Lancaster County using demographic data from survey responses published by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS) and 2017-2018 school year enrollment data from Lancaster County Schools. TischlerBise uses American Community Survey (ACS) 2013-2017 PUMS data – the most recent year available – to derive the number of students per housing unit by type of unit. PUMS data are only available for areas of roughly 100,000 persons, and Lancaster County is included in South Carolina Public Use Microdata Area (PUMA) 00700. This analysis calculates unadjusted student generation rates based on all public school students and housing units in PUMA 00700 and then adjusts these rates based on local enrollment and housing unit estimates for Lancaster County.

Student generation rates for the Lancaster County School District were developed by TischlerBise, based on data from the Public Use Microdata Sample (PUMS) for South Carolina and U.S. Census Bureau American Community Survey (ACS) data. Shown in Figure 5 below, the housing unit types that will be used in the development impact fee calculations are (1) Single Family, which includes single family attached (townhome) and manufactured (mobile) homes; and (2) Multifamily units.

Figure 5: Lancaster County School District Public School Students by Housing Unit Type

Estimated Public School Students by Housing Unit Type

	Housing Unit Type		Total
	*Single-Family**	*Multi-Family*	
Elementary School	5,528	438	5,966
Middle School	2,862	219	3,081
High School	4,211	287	4,498
		TOTAL	**13,545**

	Housing Unit Type		Total
	Single-Family	*Multi-Family*	
Housing Units	32,902	2,434	**35,336**

Source: TischlerBise estimates for Lancaster County using U.S. Census Bureau, 2017 ACS Public Use Microdata Sample for South Carolina PUMA 700 (calibrated to LCSD enrollment for 2016-2017 and 2013-2017 ACS housing unit estimate.)
*Includes detached and attached (i.e. townhouses), as well as manufactured homes

Next, using the totals above, student generation rates by housing unit type are calculated by dividing the number of students in each type of unit by the total number of housing units in the Lancaster County School District. Figure 4 indicates that a single family unit is estimated to generate a total of .364 students, with .179 in elementary grades, .084 in middle school grades, and .101 in high school grades. A multifamily unit is estimated to generate .372 students per unit.

Figure 6: Public School Students in Lancaster County School District by Housing Unit Type

	Housing Unit Type		Weighted Average
	*Single-Family**	*Multi-Family*	
Elementary School	0.179	0.192	**0.180**
Middle School	0.084	0.087	**0.085**
High School	0.101	0.093	**0.101**
TOTAL	**0.364**	**0.372**	**0.366**

Source: TischlerBise estimates for Lancaster County using U.S. Census Bureau, 2017 ACS Public Use Microdata Sample for South Carolina PUMA 700 (calibrated to LCSD enrollment for 2016-2017 and 2013-2017 ACS housing unit estimate.)
*Includes detached and attached (i.e. townhouses), as well as manufactured homes

CAPITAL IMPROVEMENT PLAN

OVERVIEW OF CURRENT SCHOOL FUNDING ARRANGEMENTS

Section 6-1-960(8) of the South Carolina Development Impact Fee Act requires:

> *"identification of all sources and levels of funding available to the governmental entity for the financing of the system improvements."*

The construction of schools is largely the responsibility of each School District. In the case of the Lancaster County School District, the District is responsible for 100 percent of the funding to construct new school capacity. Historically, the District has funded new school construction through the issuance of bonds, backed by property tax revenue. South Carolina's state constitution allows government entities to issue bonds to fund capital projects (construction of new schools and improvements to existing schools). In order to lessen the burden on existing residents and businesses within the District of funding growth-related school capacity needs in the Indian Land attendance area, the Lancaster County School District has decided to examine school development impact fees for the Indian Land attendance area.

SERVICE/BENEFIT AREA

Based on projected growth and available school capacity over the next ten years, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. There are no capacity needs projected in the school attendance areas elsewhere in Lancaster County over the next ten years. By only applying the school development impact fee to new growth in the Indian Land school attendance area, new residents in that attendance area will be certain that they are receiving a benefit from the fee.

BUILDING AND SITE LEVEL-OF-SERVICE STANDARDS

Section 6-1-960(1) of the South Carolina Development Impact Fee Act requires:

> *"a general description of all existing facilities and their existing deficiencies, within the service area or areas of the governmental entity, a reasonable estimate of all costs, and a plan to develop the funding resources, including existing sources of revenues, related to curing existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding, or replacing of these facilities to meet existing needs and usage."*

Section 6-1-960(2) of the South Carolina Development Impact Fee Act requires:

> *"an analysis of total capacity, the level of current usage, and commitments for usage of capacity of existing public facilities, which must be prepared by a qualified professional using generally accepted principles and professional standards."*

This section provides data on infrastructure standards for school buildings and sites on which the proposed development impact fees are based.

K-8 Schools

As discussed previously, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. Additionally, beginning in School Year 2021-2022, the school configurations for elementary and middle schools in the Indian Land attendance area will be different than elsewhere in the District, with elementary schools housing grades K-4 rather than K-5 and grades 5-6 and 7-8 being housed in separate schools. Therefore, rather than have separate elementary and middle school development impact fees, TischlerBise is recommending that these two school levels be combined for the development impact fee calculation, given the Indian Land attendance area-specific overlap of these grade levels.

The inventory and current levels of service for K-8 schools in the Indian Land attendance area are shown below in Figure 7. As indicated in Figure 7, K-8 school buildings in the Indian Land attendance area in School Year 2021-2022 will have a total of 633,106 square feet of building floor area on 192.62 acres. The projected enrollment in School Year 2021-2022 in these schools is 4,828 and permanent capacity is 5,493.

Levels of service are shown for buildings and land for elementary schools at the bottom of Figure 7. Levels of service are calculated by dividing the amount of infrastructure by total enrollment and capacity. (For example, 633,106 square feet of school building space is divided by a permanent capacity of 5,493 students to arrive at 115.26 square feet per student.) Since K-8 schools in the Indian Land attendance area will be operating under capacity, there are no existing deficiencies. Therefore, *the level-of-service standard on which the development impact fees are based is calculated using existing capacity* (shaded in Figure 7). This ensures new development is not charged for a higher level of service than what is currently provided.

Figure 7: Indian Land Attendance Area K-8 Schools

Facility	Building Sq Ft	Acreage	2021-22 Enrollment*	Permanent Capacity	Utilization
Harrisburg Elementary (K-4)	96,691	28.29	954	970	98%
Indian Land Elementary (K-4)	124,640	50.30	1,140	1,052	108%
Van Wyck Elementary (K-4)	96,685	36.49	758	1,170	65%
Indian Land Intermediate (5-6)	157,545	55.66	1,007	1,174	86%
Indian Land Middle School (7-8)	157,545	21.88	969	1,127	86%
TOTAL	**633,106**	**192.62**	**4,828**	**5,493**	**88%**

K-8 School Levels of Service	*Building SF*	*Land*
LOS per Student (current enrollment)	131.13	0.0399
LOS per Student (current capacity)	115.26	0.0351

Source: Lancaster County School District

**Projected enrollment from Lancaster County School District 2018-2019 Membership Forecast Report, developed by Numerix LLC*

PLANNED CAPACITY PROJECTS

Section 6-1-960(9) of the South Carolina Development Impact Fee Act requires:

> *"a schedule setting forth estimated dates for commencing and completing construction of all improvements identified in the capital improvements plan."*

Figure 8 lists the capacity-related projects the Lancaster County School District, at a minimum, will pursue over the next ten years. It is anticipated that several additional projects will be identified over the next few years and the Development Impact Fee Study and Capital Improvement Plan will updated at that time.

Figure 8: Lancaster County School District Planned Capacity Projects

Facility	Timeframe
K-8 Land	SY25-26
Addition to Indian Land 7-8 School	SY26-27
Addition to Harrisburg Elementary	SY26-27
Addition to Indian Land Elementary	SY27-28

FUTURE CAPACITY PROJECTION

Section 6-1-960(5) of the South Carolina Development Impact Fee Act requires:

> *"a description of all system improvements and their costs necessitated by and attributable to new development in the service area, based on the approved land use assumptions, to provide a level of service not to exceed the level of service currently existing in the community or service area, unless a different or higher level of service is required by law, court order, or safety consideration."*

Section 6-1-960(7) of the South Carolina Development Impact Fee Act requires:

> *"the projected demand for system improvements required by new service units projected over a reasonable period of time not to exceed twenty years."*

The Lancaster County School District's permanent K-8 capacity in the Indian Land attendance area is 5,493 student seats. By school type, permanent capacity is as follows: elementary school (K-4) – 3,192; and middle school (grades 5-8) – 2,301. Based on the projected school year 2021-2022 enrollment, permanent capacity utilization will be 89% for elementary schools and 86% for middle schools.

As the School District's student enrollment increases, new development will demand additional school infrastructure. As shown in Figure 9, **without additional student seats, Indian Land attendance area elementary schools will be at 121% of their permanent capacity** at the end of ten years.

Figure 9: Forecasted Elementary School Capacity Utilization

Elementary			
School Year	***Projected Enrollment***	***Total Student Stations***	***Utilization***
2021-2022	2,852	3,192	89%
2022-2023	3,111	3,192	97%
2023-2024	3,298	3,192	103%
2024-2025	3,444	3,192	108%
2025-2026	3,514	3,192	110%
2026-2027	3,548	3,192	111%
2027-2028	3,567	3,192	112%
2028-2029	3,663	3,192	115%
2029-2030	3,754	3,192	118%
2030-2031	3,867	3,192	121%

As shown in Figure 10, without additional student seats, Indian Land attendance area middle schools will be at 165% of their permanent capacity at the end of ten years.

Figure 10: Forecasted Middle School Capacity Utilization

Middle (Grades 5-8)			
School Year	***Projected Enrollment***	***Total Student Stations***	***Utilization***
2021-2022	1,976	2,301	86%
2022-2023	2,122	2,301	92%
2023-2024	2,293	2,301	100%
2024-2025	2,525	2,301	110%
2025-2026	2,790	2,301	121%
2026-2027	3,092	2,301	134%
2027-2028	3,382	2,301	147%
2028-2029	3,538	2,301	154%
2029-2030	3,603	2,301	157%
2030-2031	3,806	2,301	165%

SCHOOL DEVELOPMENT IMPACT FEE CALCULATION

METHODOLOGY

The Lancaster County School District school development impact fee methodology is based on current average public school student generation rates, level-of-service standards, and local costs. The school development impact fees use an incremental expansion approach, which documents the current level of service for public facilities in both quantitative and qualitative measures. The intent is to use development impact fee revenue to expand or provide additional facilities, as needed to accommodate new development, based on the current level of service and cost to provide capital improvements. All school levels are included in the fees. Costs for school buildings (including contents), and land for school sites are included in the fee. Finally, credits for future principal payments on existing and future debt are included.

CONSTRUCTION COSTS

The Lancaster County School District is responsible for 100 percent of new school construction costs in the District. The per square foot cost of $343 utilized in this study is based on an Opinion of Probable Cost (OPC) for new K-8 school construction (dated February 9, 2021) prepared by Mechanical Engineering Consulting Associates, Inc. (MECA) for the Lancaster County School District.

Figure 11: K-8 School Construction Cost Assumptions

Site	*Cost*	*Square Feet*	*Cost/Per Sq. Ft.*
Elementary School #10 (Fort Mill)	$42,278,388	125,000	$338
Elementary School #8 (Clover)	$39,719,403	115,000	$345
Middle School #6 (Fort Mill)	$53,646,800	155,000	$346
Weighted Average Total	**$135,644,591**	**395,000**	**$343**

Source: Based on Opinion of Probable Cost preapred by MECA, Inc.

LAND COSTS

The Lancaster County School District anticipates the need to purchase land for future school sites to accommodate school capital needs brought about by new residential development in the Indian Land attendance area. School District staff provided acreage and sales price data for recent land purchases totaling approximately 165.18 acres at a cost of approximately $7.52 million. As shown in Figure 12, the weighted average cost per acre used in this study is $45,529 per acre. These parcels provide a representative sample reflective of *actual* land purchases by the District. In other words, it is a perfectly reasonable approximation of expected land costs and may actually be on the conservative side since two of the purchases were more than ten years ago. If anticipated land purchases were identified and made public as part of this study, it would likely have the effect of reducing the District's negotiating leverage and result in an even greater cost per acre assumption.

Figure 12: Land Cost Assumptions

Site	Year	Original Cost	Acres	Total Cost Per Acre
Van Wyck Elementary	2006	$912,250	36.49	$25,000
Land for New High School	2017	$5,507,507	100.00	$55,075
Land for New Elementary School	2012	$1,100,662	28.69	$38,364
		$7,520,419	**165.18**	**$45,529**

Source: Lancaster County School District

CREDITS/OFFSETS

Section 6-1-990(B)(3) of the South Carolina Development Impact Fee Act requires and analysis of:

"extent to which the new development contributes to the cost of system improvements"

Credits for Future Principal Payments on Existing School Capacity

Because the Lancaster County School District debt-financed recent school capacity expansions, a credit is included for future principal payments on outstanding debt. A credit is necessary since new residential units that will pay the development impact fee will also contribute to future principal payments on this remaining debt through property taxes. A credit is not necessary for interest payments because interest costs are not included in the development impact fee.

School District staff provided outstanding debt for Lancaster County School District. As shown in Figure 13, outstanding debt from school capacity expansion projects totals approximately $193.1 million. Annual principal payments are divided by student enrollment in each year to determine a credit per student. For example, in the 2024-2025 school year, the total principal payment of $6,645,000 is divided by projected enrollment of 16,744 for a payment per student of $397. To account for the time value of money, annual payments per student are discounted using a net present value formula based on an average interest rate of 2.4%. The total net present value of future principal payments per student is $7,749. This amount is subtracted from the gross capital cost per student to derive a net capital cost per student.

Figure 13: Credit for Future Principal Payments on Existing Debt

	School Year	Principal 2017 GO	Principal 2019A GO	TOTAL PRINCIPAL	Projected Enrollment	Total Credit per Student
1	2021-2022	$4,065,000	$100,000	$4,165,000	15,178	$274
2	2022-2023	$1,845,000	$2,335,000	$4,180,000	15,808	$264
3	2023-2024	$2,170,000	$3,935,000	$6,105,000	16,217	$376
4	2024-2025	$2,505,000	$4,140,000	$6,645,000	16,744	$397
5	2025-2026	$2,865,000	$4,125,000	$6,990,000	17,247	$405
6	2026-2027	$8,785,000	$4,130,000	$12,915,000	17,712	$729
7	2027-2028	$9,185,000	$4,345,000	$13,530,000	18,244	$742
8	2028-2029	$9,560,000	$4,570,000	$14,130,000	18,821	$751
9	2029-2030	$9,950,000	$6,910,000	$16,860,000	19,385	$870
10	2030-2031	$10,360,000	$7,190,000	$17,550,000	19,914	$881
11	2031-2032	$10,740,000	$7,485,000	$18,225,000	20,443	$892
12	2032-2033	$11,135,000	$5,800,000	$16,935,000	20,972	$808
13	2033-2034	$11,590,000	$6,040,000	$17,630,000	21,501	$820
14	2034-2035	$12,065,000	$6,250,000	$18,315,000	22,030	$831
15	2035-2036	$12,555,000	$6,445,000	$19,000,000	22,559	$842
	Total	**$119,375,000**	**$73,800,000**	**$193,175,000**		**$9,883**

Discount Rate	**2.7%**
Net Present Value	**$7,749**

Source: Lancaster County School District Cumulative Bond Payment Schedule

Credit for Existing and Future Debt Principal

The Lancaster County School District would need to issue debt through a bond referendum to fund future K-8 school construction. Because this referendum has not been proposed at the time of this Capital Improvement Plan and Development Impact Fee Study, TischlerBise has estimated what the principal payments would be on a bond issued in 2021 in the amount of anticipated school construction. To ensure that new development does not "double pay" through the development impact fee and again through future property tax payments, a credit is included for estimated principal payments on this future debt. A credit is not necessary for interest payments because interest costs are not included in the development impact fee.

As shown in Figure 14, projected future debt from school K-8 capacity expansion projects estimated at approximately $53.6 million. Projected annual principal payments are divided by student enrollment in each year to determine a credit per student. For example, in the 2022-2023 school year, the total projected principal paid by the residential tax base ($2,682,340) is divided by projected enrollment of 15,808 for a payment per student of $170. To account for the time value of money, annual payments per student are discounted using a net present value formula based on the projected interest rate of 2.7%. The total net present value of future principal payments per student is $2,196. This amount is subtracted from the gross capital cost per student to derive a net capital cost per student.

Figure 14: Credit for Principal Payments on Future Debt

School Year	Principal Payments	Projected Enrollment	Total Credit per Student
2020-2021	$2,682,340	14,608	$184
2021-2022	$2,682,340	15,178	$177
2022-2023	$2,682,340	15,808	$170
2023-2024	$2,682,340	16,217	$165
2024-2025	$2,682,340	16,744	$160
2025-2026	$2,682,340	17,247	$156
2026-2027	$2,682,340	17,712	$151
2027-2028	$2,682,340	18,244	$147
2028-2029	$2,682,340	18,821	$143
2029-2030	$2,682,340	19,385	$138
2030-2031	$2,682,340	19,914	$135
2031-2032	$2,682,340	20,443	$131
2032-2033	$2,682,340	20,972	$128
2033-2034	$2,682,340	21,501	$125
2034-2035	$2,682,340	23,617	$114
2035-2036	$2,682,340	22,030	$122
2036-2037	$2,682,340	22,559	$119
2037-2038	$2,682,340	23,088	$116
2038-2039	$2,682,340	23,617	$114
2039-2040	$2,682,340	24,146	$111
Total	**$53,646,800**		**$2,804**

Discount Rate	**2.7%**
Net Present Value	**$2,196**

Source: TischlerBise, based on equal annual principal payments on the cost of future schools

Credit for Excess Revenue

In addition to credits for existing and future contributions to debt principal payments, TischlerBise also evaluated the extent to which new development may contribute to school capital facility construction through other revenue sources.

The current school funding structure in South Carolina, under Act 388, separates revenue streams for capital projects and general operations. The Lancaster County School District funds capital projects, such as new school construction, through its debt millage, which is currently set at 65 mills. A credit, intended to offset this annual contribution of debt millage for principal payments on existing and future debt, is discussed above.

General operational budgets are funded by tax on commercial and rental properties, whereas owner-occupied homes are exempt. The majority of homes within the District are owner-occupied and do not pay operating millage to the District. Therefore, a credit for additional revenue that contributes to the cost of system improvements is not required.

SCHOOL DEVELOPMENT IMPACT FEE INPUT VARIABLES

Factors used to derive the Lancaster County School District's school development impact fees are summarized in Figure 15. Development impact fees for schools are based on student generation rates (i.e., public school students per housing unit) and are only assessed on residential development. Level-of-service standards are based on current costs per student for school buildings and land, as described in the previous sections and summarized below.

The gross capital cost per student is the sum of the cost per student for each component. The calculation is as follows: *$39,533 [building construction] + $1,597 [land] = $41,130 gross capital cost per student.*

The net local capital cost per student is the sum of the gross capital cost per student and the recommended revenue credits. Continuing from above, the calculation is as follows: *$41,130 [gross capital cost per student] - $7,749 [credit for future payments on existing debt service principal] – $2,196 [credit for future payments on future debt service principal]= $31,185 net local capital cost per student*.

Figure 15: School Development Impact Fee Input Variables

Public School Students per Housing Unit	
	(K-8)
Single Family	0.263
Multifamily	0.279

Current Level of Service Standards	
	K-8
Permanent Building Square Feet per Student	115.26
Cost per Square Foot	$343
Total Building Construction Cost per Student Station	**$39,533**
Acreage per Student	0.04
Land Cost per Acre	$45,529
Land Cost per Student	**$1,597**
Total Gross Capital Cost per Student	**$41,130**
Credit for Future Debt Principal	($2,196)
Credit for Existing Debt Principal	($7,749)
Total Net Local Capital Cost per Student	**$31,185**

MAXIMUM ALLOWABLE SCHOOL DEVELOPMENT IMPACT FEES

Figure 16 shows the schedule of maximum allowable development impact fees for the Indian Land attendance area of the Lancaster County School District. The fees are calculated by multiplying the student generation rate for each housing type by the net capital cost per student for each type of school. Each component is then added together to derive the total school development impact fee.

For a single family unit, the K-8 school development impact fee is calculated by multiplying the student generation rate of 0.263 by the net local capital cost per elementary student of $31,185, which results in a fee of $8,202 per single family unit. This is repeated for the multifamily housing type.

Figure 16: Maximum Allowable School Development Impact Fees

Maximum School Impact Fees: Lancaster County School District	
	K-8 Allowable Fee
Single Family	**$8,202**
Multifamily	**$8,701**

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1701 / Planning Case Number: RZ-020-2054
Contact Person / Sponsor: Katie See/Senior Planner
Department: Planning
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Request to rezone approximately 168.28 acres consisting of five parcels as well as an approximately 36.58 acre portion of TMS # 0013-00-055.06 from Rural Neighborhood (RN) and Low Density Residential (LDR) Districts to Medium Density Residential (MDR) District. The intent is to build an approximately 312 lot single-family residential subdivision.

Points to Consider:
The applicant will be developing the property under the Cluster Subdivision Overlay District provisions within the MDR District upon rezoning, which requires a Development Agreement (DA) between the applicant and Lancaster County. Therefore, the companion DA case (DA-020-2054) has also been submitted for review.

Funding and Liability Factors:
N/A

Council Options:
Approve or deny the request.

Recommendation:
At the November 17, 2020 Planning Commission meeting, the Commission voted 6-1 to recommend approval.

Staff recommends approval of the request to rezone.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1701	2/1/2021	Ordinance
Staff Report	11/10/2020	Planning Staff Report
Ex 1: Application	11/10/2020	Exhibit
Ex 2: Zoning Map	11/10/2020	Exhibit
Ex 3: Concept Plan	11/10/2020	Exhibit
Ex 4: Community Meeting Notes	11/10/2020	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1701

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE 168.28 ACRES OF PROPERTY (TMS #S 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 AND 0013-00-055.05) AS WELL AS AN APPROXIMATELY 36.58 ACRE TRACT OF PROPERTY (A PORTION OF TMS # 0013-00-55.06), LOCATED AT THE SOUTHWEST INTERSECTION OF HENRY HARRIS ROAD AND SHELLEY MULLIS ROAD, LANCASTER, SOUTH CAROLINA, FROM RN, RURAL NEIGHBORHOOD, AND LDR, LOW DENSITY RESIDENTIAL DISTRICTS, TO MDR, MEDIUM DENSITY 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) Provident Bayard, LLC, applied to rezone 168.28 acres, more or less, located at the Southwest intersection of Henry Harris Road and Shelley Mullis Road, Lancaster, South Carolina (TMS #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00- 055.02 and 0013-00-055.05) as well as an approximately 36.58-acre tract of property (a portion of TMS # 0013-00-55.06) from RN, Rural Neighborhood, and LDR, Low Density Residential Districts, to MDR. Medium Density Residential District.

(b) On November 17, 2020, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-1 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 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 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 MDR 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, and LDR, Low Density Residential Districts, to MDR. Medium Density Residential District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map Nos. 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00- 055.02 and 0013-00-055.05 (168.28 acres, more or less) and 0013-00-55.06 (a 36.58 acre portion, 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 8, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone approximately 168.28 acres of property (TM# 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05) to Medium Density Residential (MDR) District and approximately 2.04 acres of property (TM# 0013-00-055.06) to Institutional (INS)
PROPERTY LOCATION:	Southwest intersection of Henry Harris Road and Shelley Mullis Road
CURRENT ZONING DISTRICT:	Rural Neighborhood (RN) and Low Density Residential (LDR) Districts
PROPOSED ZONING DISTRICT:	Medium Density Residential (MDR) District (RZ-020-2054)
	Institutional (INS) District (RZ-020-2569)
APPLICANT:	Provident Bayard, LLC
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone a total of approximately 170.32 acres. The rezoning request consists of two applications, RZ-020-2054 and RZ-020-2569. They are summarized below:

1) RZ-020-2054: Request to rezone approximately 168.28 acres consisting of five parcels as well as approximately 36.58 acres of TM # 0013-00-055.06 from Rural Neighborhood (RN) and Low Density Residential (LDR) Districts to Medium Density Residential (MDR) District. The intent is to build an approximately 312 lot single-family residential subdivision.

2) RZ-020-2569: Request to rezone approximately 2.04 acres of TM# 0013-00-055.06 from Low Density Residential (LDR) District to Institutional (INS) District. The intent of this request is to provide land to Lancaster County for future public use, which could include emergency services facilities or park and recreation uses. This would be determined by Lancaster County in the future.

The applicant will be developing the property under the Cluster Subdivision Overlay District provisions within the MDR District upon rezoning, which requires a Development Agreement (DA) between the applicant and Lancaster County. Therefore, the companion DA case (DA-020-2054) has also been submitted for review.

Site Information

The parcels to be rezoned are currently used for agricultural purposes. The applicant has submitted a request to rezone:

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by other RN, LDR, and MDR zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; INS	Single-Family Residential; Church
South	Lancaster County	RN; LDR	Vacant
East	Lancaster County	RN; LDR; INS	Single-Family Residential; Daycare
West	Lancaster County	LDR	Vacant (Shelly Woods HOA)

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject properties are currently zoned RN and LDR Districts. 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 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.*

RZ-020-2054: Request to Rezone from RN and LDR to MDR

UDO Chapter 2.3 describes the requested 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*.

RZ-020-2569: Request to Rezone from LDR to INS

The 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. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like.*

Compatibility with Surrounding Area

As noted previously, the subject properties are predominately surrounded by the RN and LDR Districts. The MDR District is intended to serve as a transitional zoning district between rural and urban development, while the INS District is intended to allow for academic and religious campuses, governmental and health facilities. Currently, this area can be characterized by single-family homes on lots of varying sizes, and also within neighborhoods. Staff finds that the proposed rezoning of the property

to MDR and INS Districts is generally compatible with the surrounding area and consistent with UDO Section 2.3.

COMMUNITY MEETING

A community meeting was held by the applicant on October 15, 2020 at the Deputy Roy Harden Park near the proposed project site (*see attached Community Meeting notes*). Approximately 50 people attended the meeting to learn about the project and ask questions of the applicant. A significant number of attendees expressed concern about the existing traffic and the negative impact the development could have on Shelley Mullis and Henry Harris Roads. Some residents raised concerns about existing stormwater runoff and one urged the installation of a landscaped berm along the road.

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 MDR and INS districts are 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	

INFRASTRUCTURE CONSIDERATIONS

Transportation

A Traffic Impact Analysis (TIA) is required to be submitted as part of the companion Development Agreement associated with this rezoning request. A TIA progress report was submitted to staff on November 9, 2020. It does not include recommendations for the surrounding road improvements. The TIA will be reviewed and approved by staff, in coordination with the County traffic engineering consultant prior to approval by County Council.

The subject parcels are located at the southwestern intersection of Shelley Mullis and Henry Harris Roads. Shelley Mullis is maintained by the SCDOT, while the portion of Henry Harris Road from Shelley Mullis Road to Jim Wilson Road is maintained by Lancaster County.

Traffic volumes on Shelley Mullis Road are shown below:

Street	**Vehicles Per Day**		
	2019	**2016**	**2013**
Shelley Mullis Road	5,300	5,500	4,800
Henry Harris Road	**No Data Available**		
Source: SCDOT Traffic Counts 2009-2019			

Public Utilities

Water and sewer infrastructure are available to this site via offsite and onsite extensions. The sewer infrastructure would initially be extended from the site to the Shelly Woods sewer lift station and subsequent phases will require the sewer to be extended from the Shelly Woods sewer lift station back to an onsite sewer lift station. The sewer forcemain from the onsite sewer lift station would then be installed either under Six Mile Creek to Hatchway Drive, onto US Highway 521, or back through the site to Shelley Mullis Road, towards US Highway 521.

LCWSD has water infrastructure currently available along Shelley Mullis Road and Henry Harris Road. However, a larger waterline must be constructed along Henry Harris Road to serve the site.

Public Schools

The subject properties are in the attendance zones of Indian Land Elementary, Indian Land Middle and Indian Land High Schools. Capacity should be improved with the opening of the Indian Land Intermediate and High Schools within the next year.

PHOTOS OF PROJECT AREA:

Looking directly at properties from intersection of Shelley Mullis & Henry Harris Roads

Looking north across Shelley Mullis Road from subject properties

Looking east across Henry Harris Road from subject properties

Intersection of Shelley Mullis & Henry Harris Roads

Looking west along Shelley Mullis Road

Looking south along Henry Harris Road

STAFF RECOMMENDATION:

Two separate motions will need to be made for each rezoning application.

Staff recommends **approval** of the two requests to rezone.

1. RZ-020-2054: Approximately 168.28 acres of property from Rural Neighborhood (RN) and Low Density Residential (LDR) District to Medium Density Residential (MDR) District
2. RZ-020-2569: Approximately 2.04 acres of property from Rural Neighborhood (RN) to Institutional (INS) District

Pursuant to the following findings of fact for RZ-020-2054 and RZ-020-2569:

1. That the subject project consists of the following parcels: TM# 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05;
2. That the subject properties are currently zoned RN and LDR District and proposed to be rezoned MDR District and INS Districts;
3. That the subject property has a Future Land Use designation of Neighborhood Mixed Use, and a Community Type of Suburban Single-Family Neighborhood; and
4. That the proposed MDR and INS Districts are generally consistent with the surrounding area which is comprised of LDR and MDR Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Concept Plan
4. Community Meeting Notes

STAFF CONTACT:

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

Lancaster County
South Carolina

Planning Department
Box 1809, 101 N. Main Street, Lancaster, SC 29721 Phone: 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 8403, 8309, 8249 Henry Harris Rd, and other connected parcels without address

City Fort Mill State SC Zip 29715 Tax Parcel ID 0013-00-055.06,

0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02, 0013-00-055.05

Current Zoning LDR and RN Current Use Vacant/Residential

Proposed Zoning MDR (Cluster Overlay) Total Acres ±170.32 Acres

Project Description ±308 units of single family development, including corresponding roads, sidewalks, amenity, and open space, proposed at the intersection of Henry Harris and Shelley Mullis Roads. The area is along the Carolina Thread Trail Overlay and includes part of Six Mile Creek, placing it within the Carolina Heelsplitter Overlay.

Surrounding Property Description Nearby zonings are LDR, INS, MDR, RN, and PDD.

CONTACT INFORMATION

Applicant Name _____

Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

Property Owner Leonard O. Wilson Zaida D. Wilson

Name Leonard O. + Zaida D. Wilson The Wilson Family Trust

Address 1367 Hampstead Terrace

City Oviedo State FL Zip 32765 Phone 407-353-0878

Email zekewilson@outlook.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.

Applicant _____ Date _____

Property Owner(s) Leonard O. Wilson Jaida D. Wilson The Wilson Family Trust Date 9/3/2020

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**

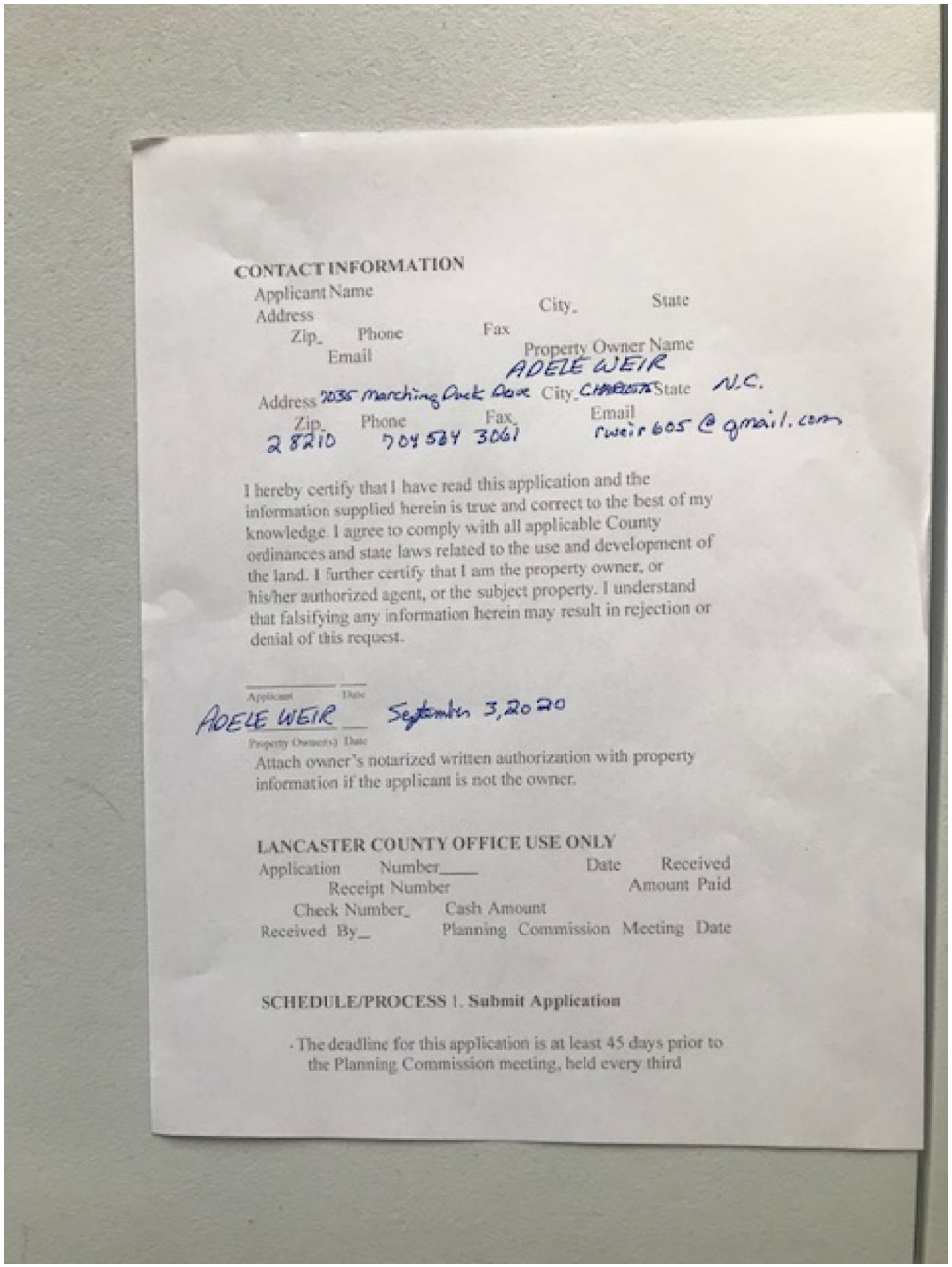
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and 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.



CONTACT INFORMATION

Applicant Name
Address City State
Zip Phone Fax
Email Property Owner Name
ADELE WEIR
Address 2035 Marching Rock Drive City CHARLOTTE State N.C.
Zip Phone Fax Email
28210 704 584 3061 rweir605@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.

Applicant Date
ADELE WEIR September 3, 2020
Property Owner(s) Date

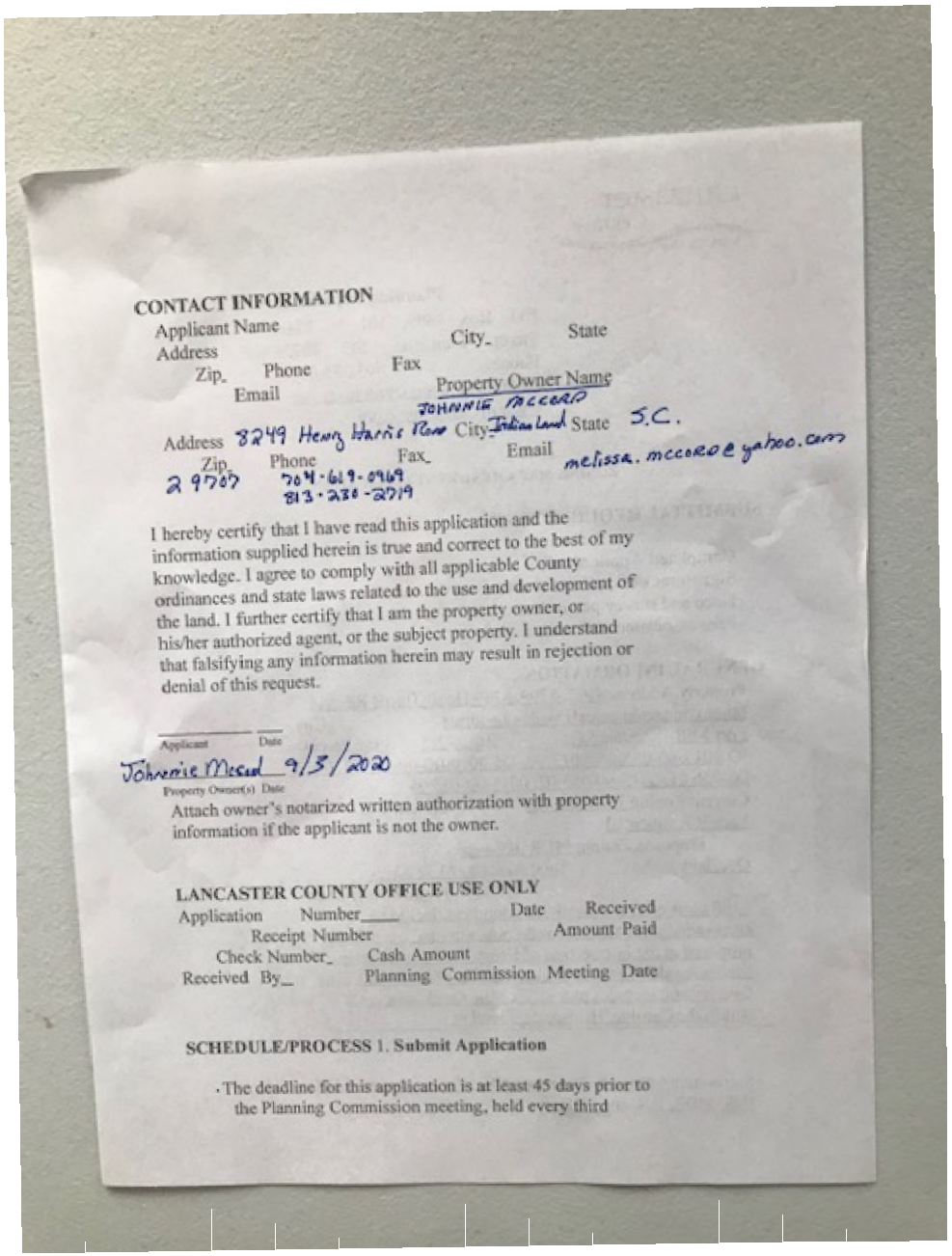
Attach owner's notarized written authorization with property information if the applicant is not the owner.

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



CONTACT INFORMATION

Applicant Name
Address City State
Zip Phone Fax
Email
Property Owner Name JOHNNIE MCCORD
Address 8249 Henry Harris Road City Indian Land State S.C.
Zip 29707 Phone 704-619-0969 Fax 813-230-2019 Email melissa.mccord@yahoo.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.

Applicant Date

Johnnie Mccord 9/3/2020
Property Owner(s) Date

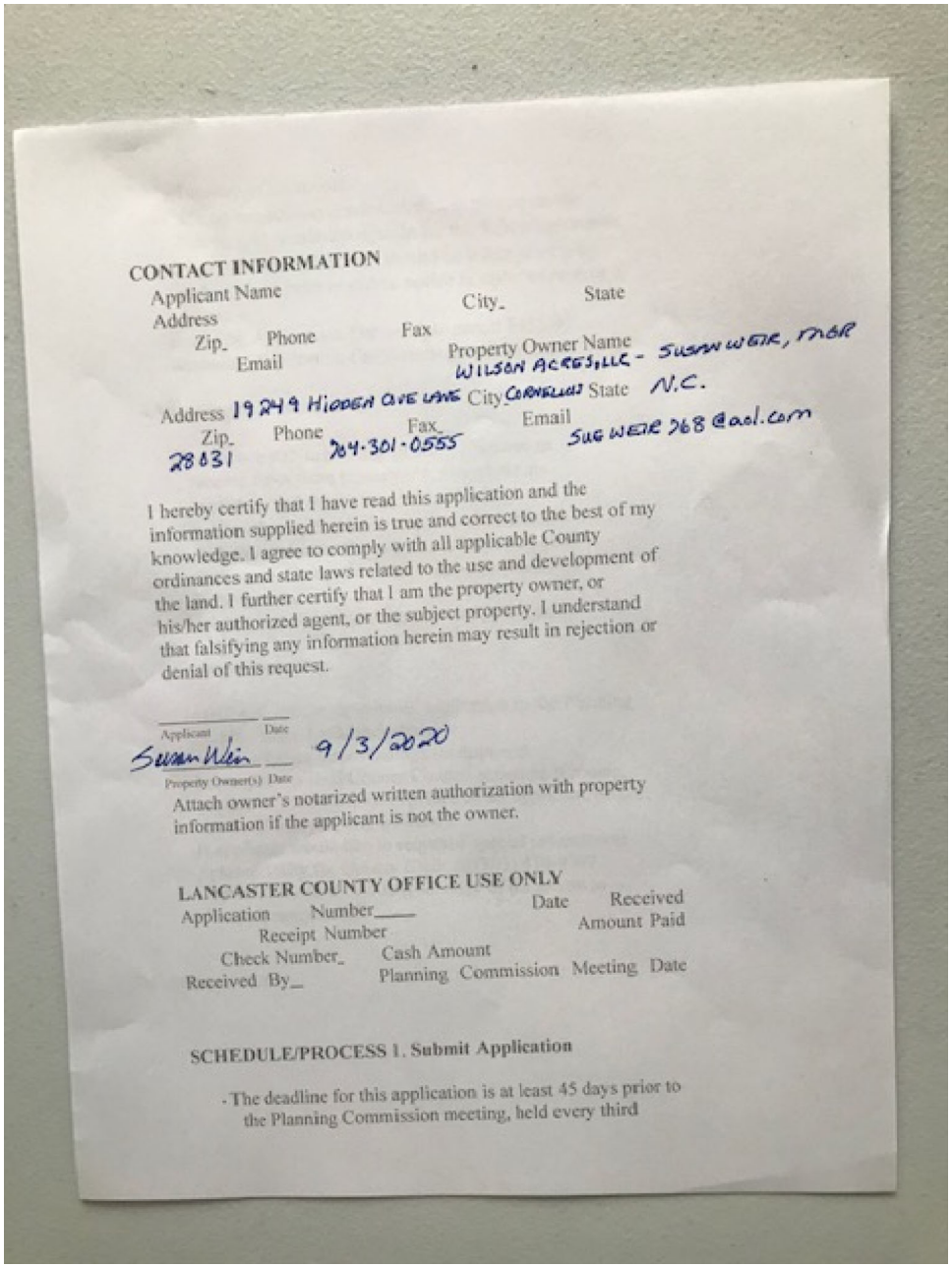
Attach owner's notarized written authorization with property information if the applicant is not the owner.

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



CONTACT INFORMATION

Applicant Name
Address
City
State
Zip
Phone
Fax
Email
Property Owner Name WILSON ACRES, LLC - SUSAN WEIR, MGR
Address 1929 HIDDEN OAKS LANE City CORNELIUS State N.C.
Zip 28031 Phone 704-301-0555 Fax Email SUEWEIR768@aol.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.

Applicant Date

Susan Weir 9/3/2020

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

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 Henry Harris and Shelley Mullis Road

City Fort Mill State SC Zip 29715 Tax Parcel ID 0013-00-055.06

Current Zoning LDR Current Use Vacant/Residential

Proposed Zoning Institutional Total Acres ±2.04

Project Description Institutional use for ±2.04 Acre parcel at the intersection of Shelley Mullis and Henry Harris Roads.

Surrounding Property Description Nearby zonings are LDR, INS, MDR, RN, and PDD.

CONTACT INFORMATION

Applicant Name President Bayard, LLC / Timothy F. Coey, mgr

Address 1108 Industrial Dr

City Matthews State NC Zip 28105 Phone 704-618-1926

Fax Email timb@bayarddevelopment.com

Property Owner Name Wilson Acres, LLC / Susan Wilt, mgr

Address 19429 Hidden Cove Lane

City Cornelius State NC Zip 28105 Phone 704-301-0555

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: 10-29-20

X _____ — Date: 10-29-20

Property Owner(s)

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

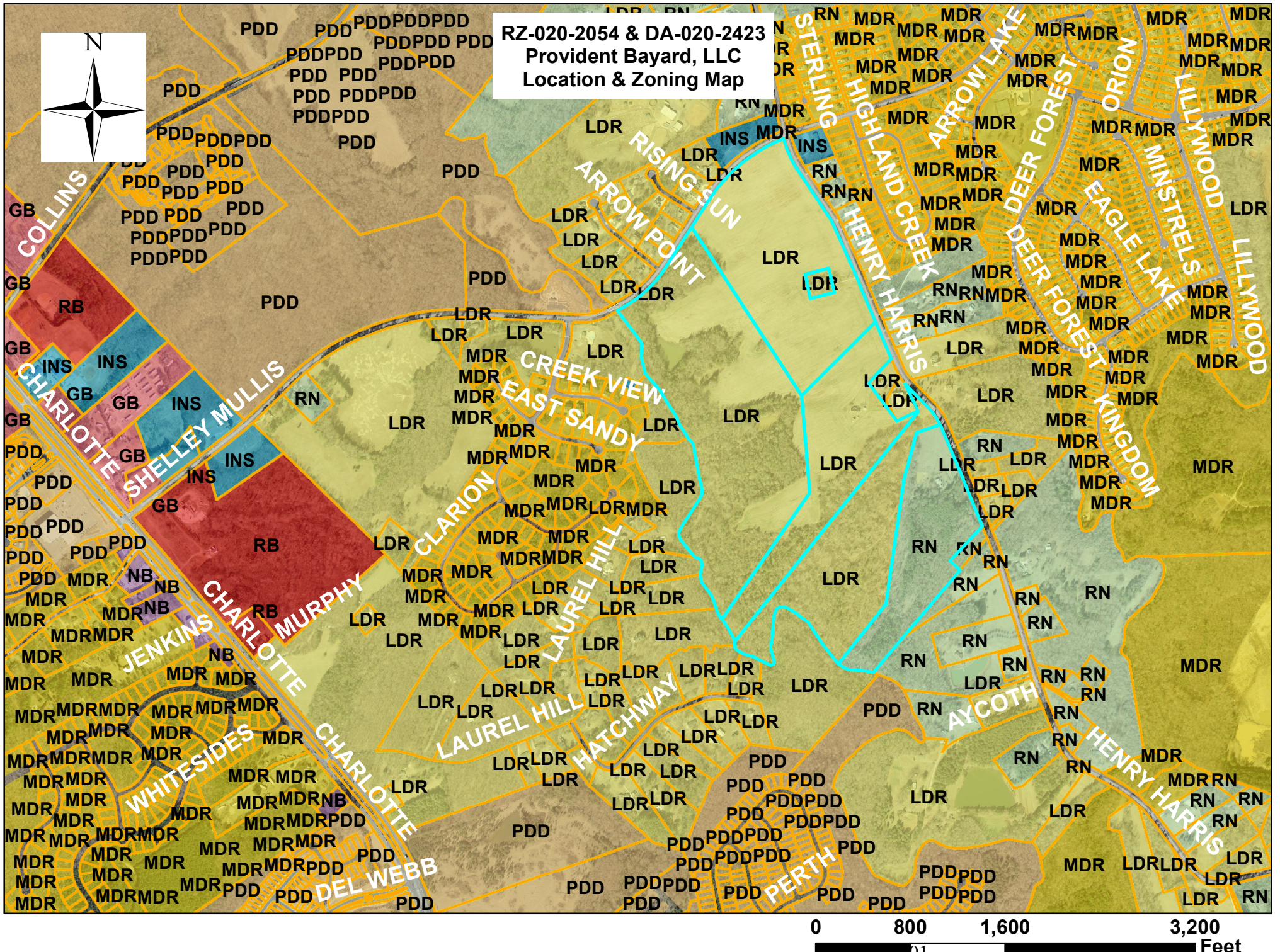
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and 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

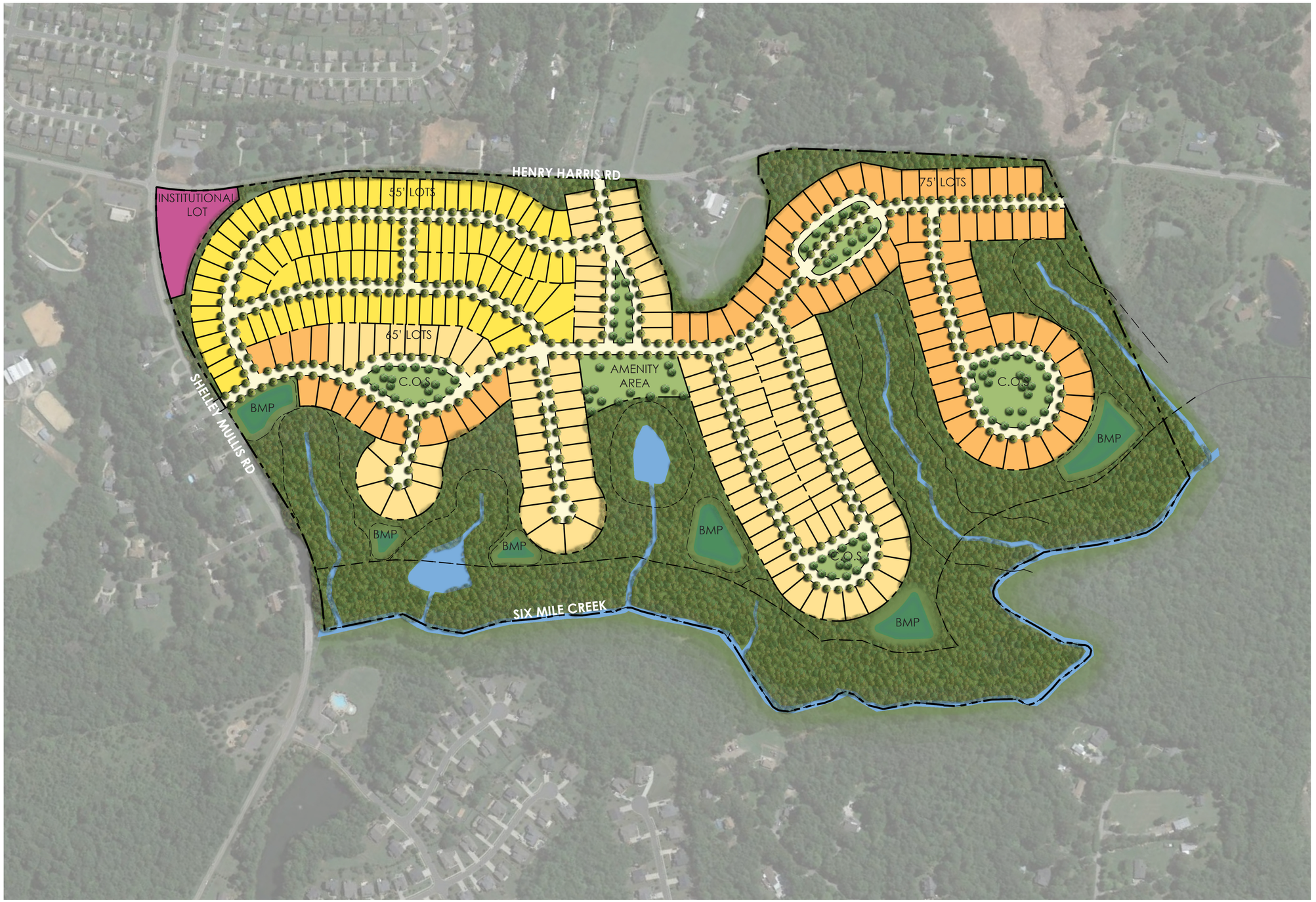
2. Planning Commission

- 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.


RZ-020-2054 & DA-020-2423
Provident Bayard, LLC
Location & Zoning Map
N
COLLINS
CHARLOTTE
SHELLEY MULLIS
MURPHY
JENKINS
CHARLOTTE
WHITESIDES
CHARLOTTE
DEL WEBB
PERTH
HENRY HARRIS
AYCOTH
HATCHWAY
LAUREL HILL
LAUREL HILL
CLARION
EAST SANDY
CREEK VIEW
ARROW POINT
RISING SUN
STERLING
HIGHLAND CREEK
HENRY HARRIS
ARROW LAKE
DEER FOREST
DEER FOREST
ORION
EAGLE LAKE
MINSTRELS
LILLYWOOD
LILLYWOOD
KINGDOM
0
800
1,600
3,200
Feet



DEVELOPMENT SUMMARY

SITE AREA:	±170.32 ACRES
PROPOSED ZONING:	MDR CLUSTER/ INSTITUTIONAL
INSTITUTIONAL AREA:	2.04 AC
REQUIRED OPEN SPACE:	42.58 AC
PROPOSED OPEN SPACE:	59.49 AC
PROPOSED DENSITY:	1.83 DU/A
TOTAL LOTS:	312
55'X130':	104 (33%)
65'X130':	103 (33%)
75'X130':	105 (34%)

WILSON CREEK

CONCEPTUAL SITE PLAN

LANCASTER COUNTY, SOUTH CAROLINA

NOVEMBER 5, 2020

THIS PLAN IS SCHEMATIC IN NATURE. LOCATIONS OF ROADS, LOTS, AND ALL OTHER AREAS INCLUDING OFF-SITE ROAD IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLANS.

ColeJenest & Stone

SCALE: 1"=200'

0 100' 200' 400'

N

Wilson Creek – Lancaster County
Community Involvement Meeting
Thursday, October 15, 2020
6:00 PM
Deputy Roy Hardin Park
8341 Shelley Mullis Rd, Fort Mill, SC 29707

In attendance:
Tom Waters – Provident Bayard, LLC
Kristin Dillard – Provident Bayard, LLC
Ken Holbrooks – Provident Bayard, LLC
Tim Coey – Provident Bayard, LLC
Jacob Bachman – Cole Jenest & Stone
Ty Parham – Ramey Kemp Assoc.

Planning Commission Attendees:

- Katie See

The meeting was called to order at 6:00 pm by Ken Holbrooks.

Ken Holbrooks introduced everyone from Provident Bayard, as well as Ty Parham of Ramey Kemp and Jacob Bachman of Cole Jenest & Stone and explained that our team has been developing quality communities for decades in the Charlotte and surrounding areas, including Lancaster County. Ken provided an overview of Wilson Creek and described the basic elements of the community which will include approximately 308 lots on over 170 acres. He also mentioned that the community will have over 61 acres of open space which is more than the required amount. Ken said that he would answer any general questions and explained that our team members would be available at three stations immediately afterwards to discuss any concerns or questions not addressed, including traffic impacts and technical questions.

Several residents expressed concerns about traffic impacts along Shelley Mullis Rd. Ken responded that we would do our best to mitigate those issues through the findings in our traffic impact analysis, as well as input from SCDOT and Lancaster County. This includes any roadway improvements that may be required. Ken went on to say that we have spent a lot of time and effort on various studies, including wetlands analysis, traffic impact studies, and have been working with planning staff for over six months at this point. All of which is taken into account during our development and plan process.

One resident asked if a roundabout could be a solution. Ken answered that we are exploring all options and like the idea of a roundabout; however, it did not appear to be a viable solution, as it would take land from several properties, but said we would revisit this with our traffic engineers, SCDOT and Lancaster County.

One resident asked about lot sizes, price ranges, and builder products. Ken explained that there will be a mix of 55', 65', and 75' lots so the prices and products will vary. The home prices will be consistent with the area & market. He went on to say that since the first home will not be built for two years it is impossible to give detailed specifics on the products; however, there will be no vinyl siding offered.

With no further general questions, everyone broke out into smaller groups to meet with the Provident Bayard team members to continue discussing Wilson Creek.

During the breakout sessions, several residents expressed concern over any commercial component that would add congestion to Henry Harris Rd or that intersection.

One resident expressed concern about the lots along Henry Harris Road and felt that they would be too close to the road for adequate berming/landscaping. Ken said we would look at widening the buffer to enhance plantings in this area for benefit for neighbors across the street.

Several residents expressed concern over existing storm drainage concerns, seemingly originating with roadway runoff from Shelley Mullis and/or Henry Harris. The development team explained that this project will comply with by Lancaster County stormwater ordinance as well as SCDHEC requirements for sediment and erosion control as well as post construction stormwater controls.

Several residents complimented the plan, the variety of homes being offered, and the lower density including the pocket parks and the amenity area. Many of them said that they were thankful for the communication and appreciated us inviting them to a non-required informational meeting to get feedback on a new Lancaster community.

The meeting was adjourned at 7:15 pm.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1702 / Planning Case Number: RZ-020-2569
Contact Person / Sponsor: Katie See/Senior Planner
Department: Planning
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Request to rezone approximately 2.04 acres of TM# 0013-00-055.06 from Low Density Residential (LDR) District to Institutional (INS) District. The intent of this request is to provide land to Lancaster County for future public use, which could include emergency services facilities or park and recreation uses. This would be determined by Lancaster County in the future.

The property is located at the southwest intersection of Henry Harris Road and Shelley Mullis Road and are surrounded predominantly by other RN, LDR, and MDR zoned properties.
This project is a companion case to rezoning request RZ-020-2054 and Development Agreement DA-020-2054.

Points to Consider:
The applicant, Provident Bayard, LLC, is proposing to rezone this parcel and make it available to the County for use as a public facility. This arrangement, if accepted by the County Council, will be formalized within the associated Development Agreement (DA) between the applicant and Lancaster County.

Funding and Liability Factors:
N/A

Council Options:
Approve or deny the request to rezone.

Recommendation:
The Planning Department recommended **Approval** of the rezoning.

At the November 17, 2020 Planning Commission meeting, the Commission voted 6-1 to recommend **Approval**.

The Planning Commission discussed the TIA required as part of the companion Development Agreement case including the intersections studied and the impact that the development will have on the existing traffic conditions. One Commissioner expressed concern with the distance of the homes to the Indian Land Fire District, which is listed as the service provider.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1702	2/1/2021	Ordinance
Staff Report	11/10/2020	Planning Staff Report
Ex 1: Application	11/10/2020	Exhibit
Ex 2: Zoning Map	11/10/2020	Exhibit
Ex 3: Concept Plan	11/10/2020	Exhibit
Ex 4: Community Meeting Notes	11/10/2020	Exhibit
Property Survey for Exhibit Purpose	2/1/2021	Exhibit

STATE OF SOUTH CAROLINA (
(**ORDINANCE NO. 2021-1702**
COUNTY OF LANCASTER (

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 2.04 ACRE TRACT OF PROPERTY (A PORTION OF TMS# 0013-00-055.06), OWNED BY WILSON ACRES, LLC, AND LOCATED AT THE SOUTHWEST INTERSECTION OF HENRY HARRIS ROAD AND SHELLEY MULLIS ROAD, LANCASTER, SOUTH CAROLINA, FROM LDR, LOW DENSITY RESIDENTIAL 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) Provident Bayard, LLC, applied to rezone a 2.04 acre, more or less, parcel of property located at the Southwest intersection of Henry Harris Road and Shelley Mullis Road, Lancaster, South Carolina (a portion of TMS # 0013-00-055-06) from LDR, Low Density Residential District, to INS, Institutional District.

(b) On November 17, 2020, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-1 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 LDR, Low Density Residential District, to INS, Institutional District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0013-00-055.06 (a 2.04 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:	February 8, 2021
Public Hearing:	February 8, 2021
Second Reading:	February 22, 2021
Third Reading:	March 8, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone approximately 168.28 acres of property (TM# 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05) to Medium Density Residential (MDR) District and approximately 2.04 acres of property (TM# 0013-00-055.06) to Institutional (INS)
PROPERTY LOCATION:	Southwest intersection of Henry Harris Road and Shelley Mullis Road
CURRENT ZONING DISTRICT:	Rural Neighborhood (RN) and Low Density Residential (LDR) Districts
PROPOSED ZONING DISTRICT:	Medium Density Residential (MDR) District (RZ-020-2054)
	Institutional (INS) District (RZ-020-2569)
APPLICANT:	Provident Bayard, LLC
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone a total of approximately 170.32 acres. The rezoning request consists of two applications, RZ-020-2054 and RZ-020-2569. They are summarized below:

1) RZ-020-2054: Request to rezone approximately 168.28 acres consisting of five parcels as well as approximately 36.58 acres of TM # 0013-00-055.06 from Rural Neighborhood (RN) and Low Density Residential (LDR) Districts to Medium Density Residential (MDR) District. The intent is to build an approximately 312 lot single-family residential subdivision.

2) RZ-020-2569: Request to rezone approximately 2.04 acres of TM# 0013-00-055.06 from Low Density Residential (LDR) District to Institutional (INS) District. The intent of this request is to provide land to Lancaster County for future public use, which could include emergency services facilities or park and recreation uses. This would be determined by Lancaster County in the future.

The applicant will be developing the property under the Cluster Subdivision Overlay District provisions within the MDR District upon rezoning, which requires a Development Agreement (DA) between the applicant and Lancaster County. Therefore, the companion DA case (DA-020-2054) has also been submitted for review.

Site Information

The parcels to be rezoned are currently used for agricultural purposes. The applicant has submitted a request to rezone:

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by other RN, LDR, and MDR zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; INS	Single-Family Residential; Church
South	Lancaster County	RN; LDR	Vacant
East	Lancaster County	RN; LDR; INS	Single-Family Residential; Daycare
West	Lancaster County	LDR	Vacant (Shelly Woods HOA)

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject properties are currently zoned RN and LDR Districts. 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 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.*

RZ-020-2054: Request to Rezone from RN and LDR to MDR

UDO Chapter 2.3 describes the requested 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*.

RZ-020-2569: Request to Rezone from LDR to INS

The 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. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like.*

Compatibility with Surrounding Area

As noted previously, the subject properties are predominately surrounded by the RN and LDR Districts. The MDR District is intended to serve as a transitional zoning district between rural and urban development, while the INS District is intended to allow for academic and religious campuses, governmental and health facilities. Currently, this area can be characterized by single-family homes on lots of varying sizes, and also within neighborhoods. Staff finds that the proposed rezoning of the property

to MDR and INS Districts is generally compatible with the surrounding area and consistent with UDO Section 2.3.

COMMUNITY MEETING

A community meeting was held by the applicant on October 15, 2020 at the Deputy Roy Harden Park near the proposed project site (*see attached Community Meeting notes*). Approximately 50 people attended the meeting to learn about the project and ask questions of the applicant. A significant number of attendees expressed concern about the existing traffic and the negative impact the development could have on Shelley Mullis and Henry Harris Roads. Some residents raised concerns about existing stormwater runoff and one urged the installation of a landscaped berm along the road.

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 MDR and INS districts are 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	

INFRASTRUCTURE CONSIDERATIONS

Transportation

A Traffic Impact Analysis (TIA) is required to be submitted as part of the companion Development Agreement associated with this rezoning request. A TIA progress report was submitted to staff on November 9, 2020. It does not include recommendations for the surrounding road improvements. The TIA will be reviewed and approved by staff, in coordination with the County traffic engineering consultant prior to approval by County Council.

The subject parcels are located at the southwestern intersection of Shelley Mullis and Henry Harris Roads. Shelley Mullis is maintained by the SCDOT, while the portion of Henry Harris Road from Shelley Mullis Road to Jim Wilson Road is maintained by Lancaster County.

Traffic volumes on Shelley Mullis Road are shown below:

Street	**Vehicles Per Day**		
	2019	**2016**	**2013**
Shelley Mullis Road	5,300	5,500	4,800
Henry Harris Road	**No Data Available**		
Source: SCDOT Traffic Counts 2009-2019			

Public Utilities

Water and sewer infrastructure are available to this site via offsite and onsite extensions. The sewer infrastructure would initially be extended from the site to the Shelly Woods sewer lift station and subsequent phases will require the sewer to be extended from the Shelly Woods sewer lift station back to an onsite sewer lift station. The sewer forcemain from the onsite sewer lift station would then be installed either under Six Mile Creek to Hatchway Drive, onto US Highway 521, or back through the site to Shelley Mullis Road, towards US Highway 521.

LCWSD has water infrastructure currently available along Shelley Mullis Road and Henry Harris Road. However, a larger waterline must be constructed along Henry Harris Road to serve the site.

Public Schools

The subject properties are in the attendance zones of Indian Land Elementary, Indian Land Middle and Indian Land High Schools. Capacity should be improved with the opening of the Indian Land Intermediate and High Schools within the next year.

PHOTOS OF PROJECT AREA:

Looking directly at properties from intersection of Shelley Mullis & Henry Harris Roads

Looking north across Shelley Mullis Road from subject properties

Looking east across Henry Harris Road from subject properties

Intersection of Shelley Mullis & Henry Harris Roads

Looking west along Shelley Mullis Road

Looking south along Henry Harris Road

STAFF RECOMMENDATION:

Two separate motions will need to be made for each rezoning application.

Staff recommends **approval** of the two requests to rezone.

1. RZ-020-2054: Approximately 168.28 acres of property from Rural Neighborhood (RN) and Low Density Residential (LDR) District to Medium Density Residential (MDR) District
2. RZ-020-2569: Approximately 2.04 acres of property from Rural Neighborhood (RN) to Institutional (INS) District

Pursuant to the following findings of fact for RZ-020-2054 and RZ-020-2569:

1. That the subject project consists of the following parcels: TM# 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05;
2. That the subject properties are currently zoned RN and LDR District and proposed to be rezoned MDR District and INS Districts;
3. That the subject property has a Future Land Use designation of Neighborhood Mixed Use, and a Community Type of Suburban Single-Family Neighborhood; and
4. That the proposed MDR and INS Districts are generally consistent with the surrounding area which is comprised of LDR and MDR Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Concept Plan
4. Community Meeting Notes

STAFF CONTACT:

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

Lancaster County
South Carolina

Planning Department
Box 1809, 101 N. Main Street, Lancaster, SC 29721 Phone: 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 8403, 8309, 8249 Henry Harris Rd, and other connected parcels without address

City Fort Mill State SC Zip 29715 Tax Parcel ID 0013-00-055.06,

0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02, 0013-00-055.05

Current Zoning LDR and RN Current Use Vacant/Residential

Proposed Zoning MDR (Cluster Overlay) Total Acres ±170.32 Acres

Project Description ±308 units of single family development, including corresponding roads, sidewalks, amenity, and open space, proposed at the intersection of Henry Harris and Shelley Mullis Roads. The area is along the Carolina Thread Trail Overlay and includes part of Six Mile Creek, placing it within the Carolina Heelsplitter Overlay.

Surrounding Property Description Nearby zonings are LDR, INS, MDR, RN, and PDD.

CONTACT INFORMATION

Applicant Name

Address

City State Zip Phone

Fax Email

Property Owner Leonard O. Wilson Zaida D. Wilson

Name Leonard O. + Zaida D. Wilson The Wilson Family Trust

Address 1367 Hampstead Terrace

City Oviedo State FL Zip 32765 Phone 407-353-0878

Email zekewilson@outlook.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.

_____ _____

Applicant Date

Leonard O. Wilson Jaida D. Wilson 9/3/2020

Property Owner(s) The Wilson Family Trust 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**

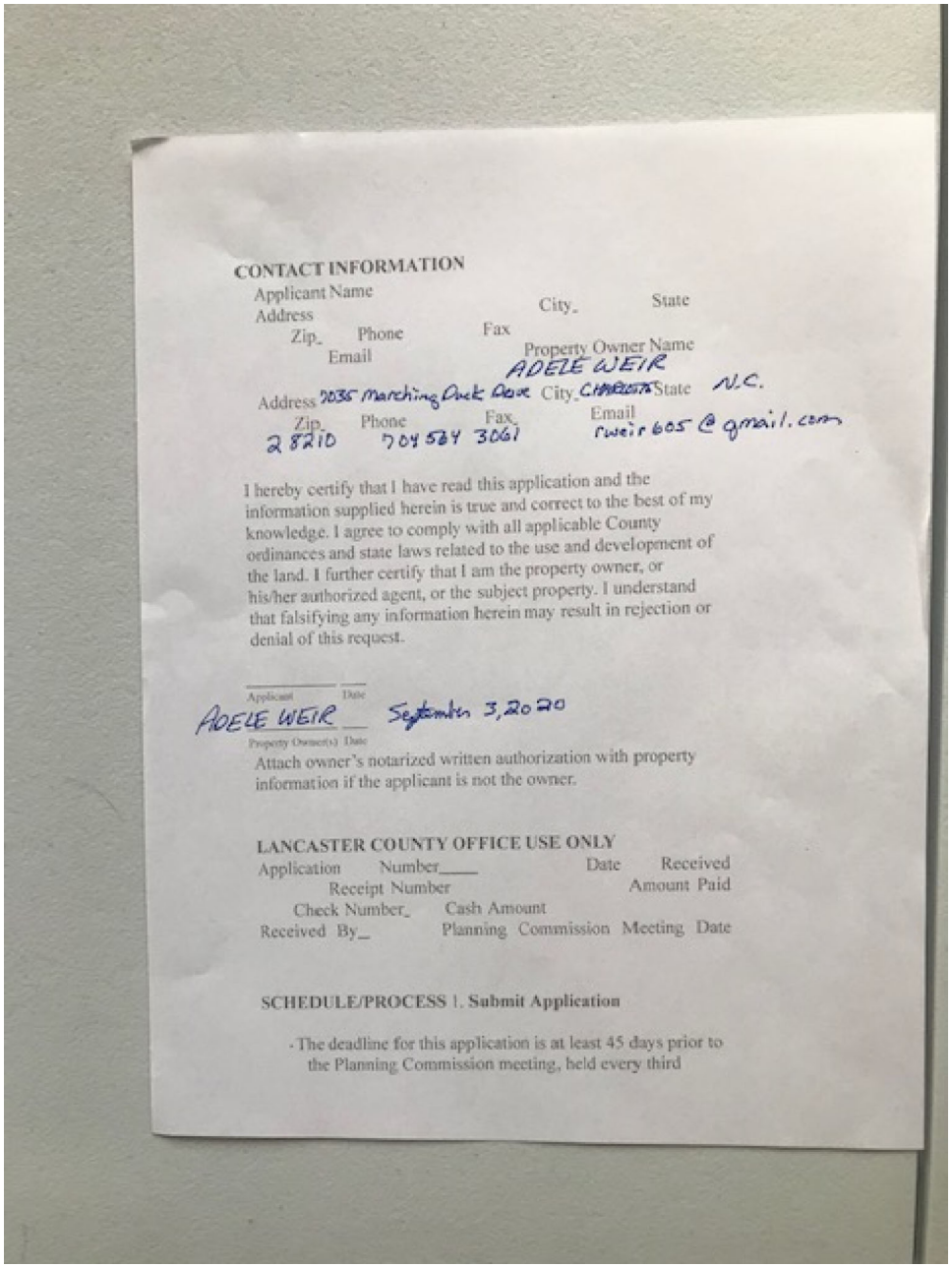
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and 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.



CONTACT INFORMATION

Applicant Name
Address City State
Zip Phone Fax
Email Property Owner Name
ADELE WEIR
Address 2035 Marching Rock Drive City CHARLOTTE State N.C.
Zip Phone Fax Email
28210 704 584 3061 rweir605@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.

Applicant Date
ADELE WEIR September 3, 2020
Property Owner(s) Date

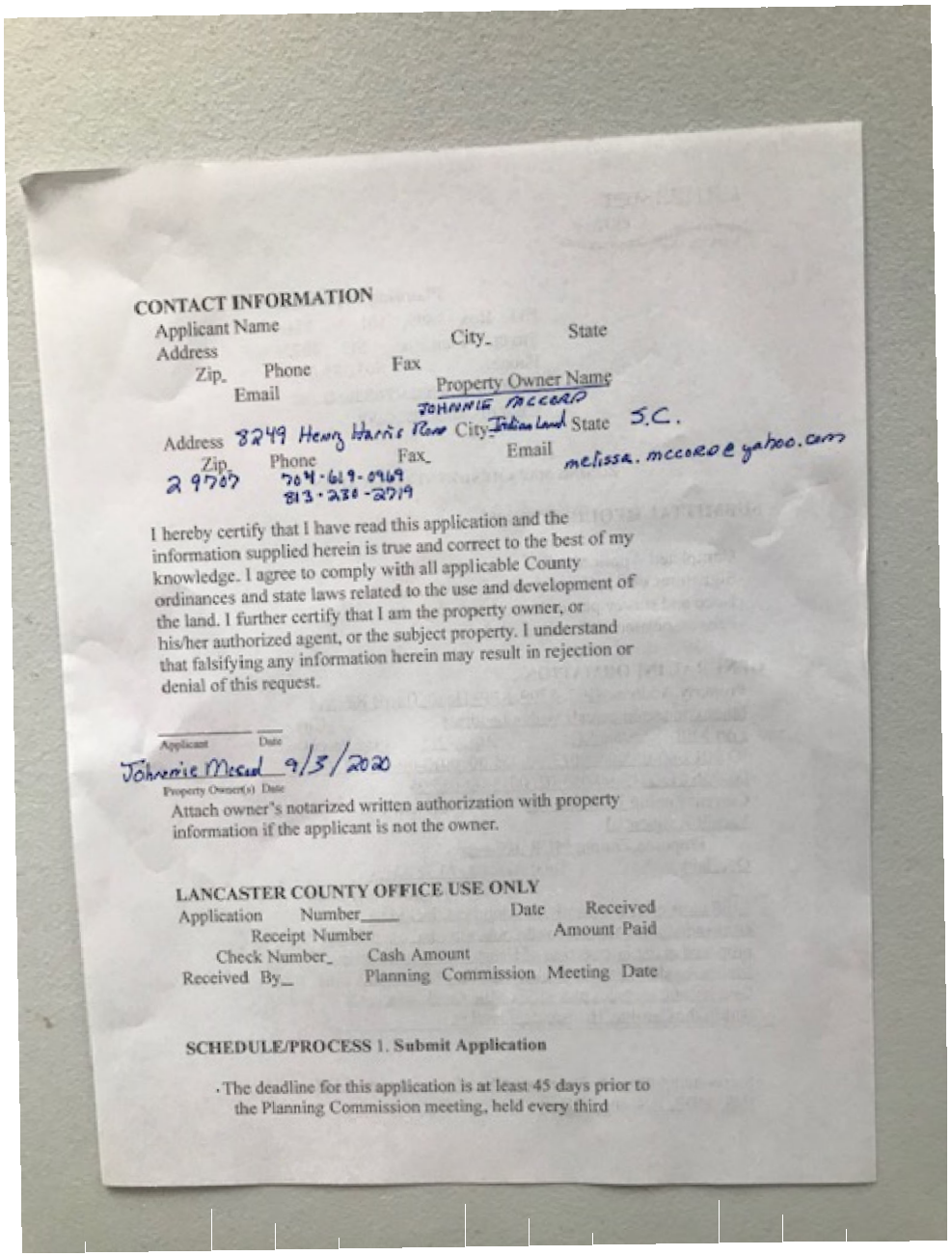
Attach owner's notarized written authorization with property information if the applicant is not the owner.

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



CONTACT INFORMATION

Applicant Name
Address City State
Zip Phone Fax
Email
Property Owner Name
JOHNNIE MCCORD
Address 8249 Henry Harris Road City Indian Land State S.C.
Zip Phone Fax Email melissa.mccord@yahoo.com
29707 704-619-0969
813-230-2019

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

Johnnie Mccord 9/3/2020
Property Owner(s) Date

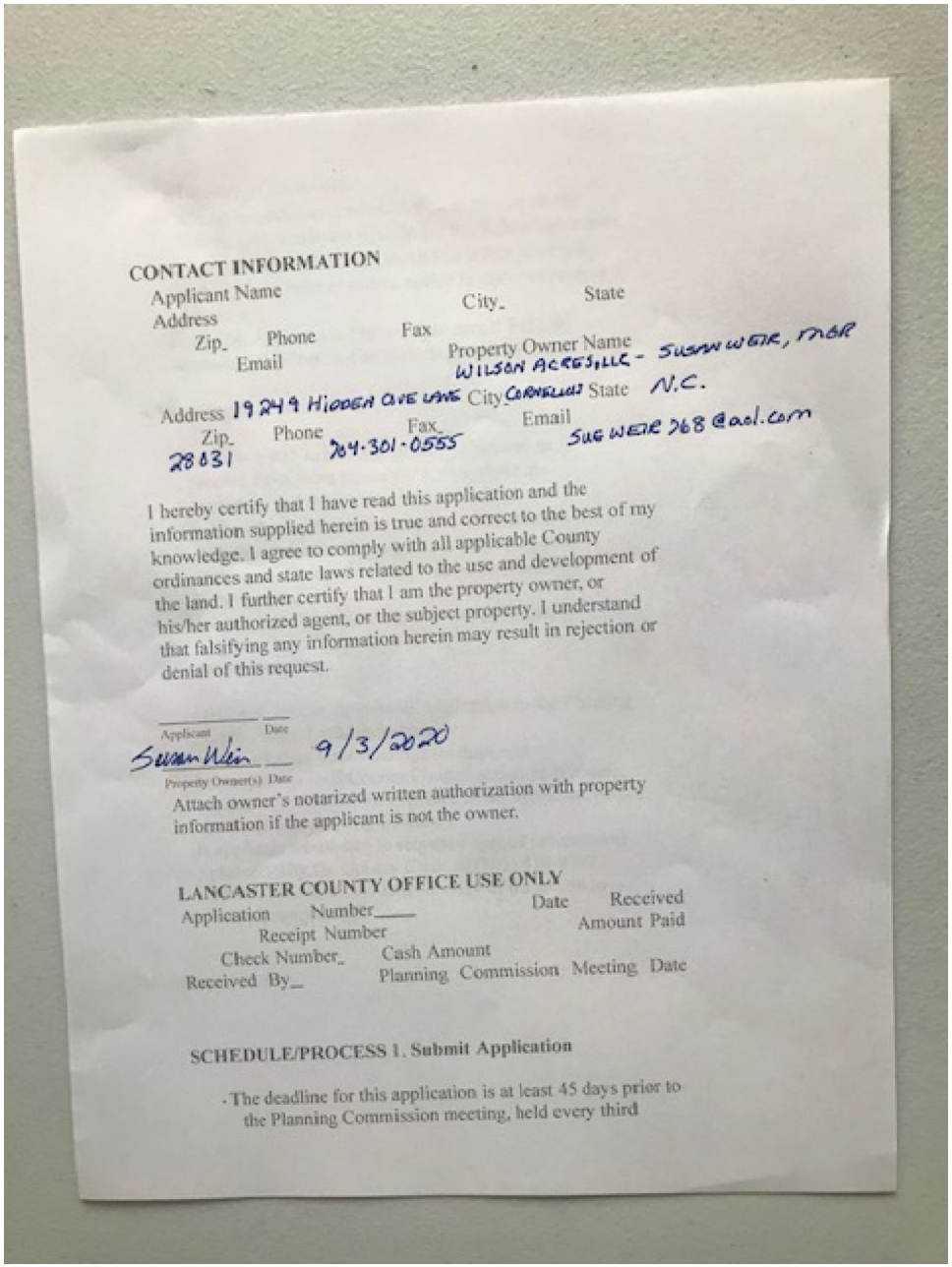
Attach owner's notarized written authorization with property information if the applicant is not the owner.

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



CONTACT INFORMATION

Applicant Name
Address City State
Zip Phone Fax
Email Property Owner Name WILSON ACRES, LLC - SUSAN WEIR, MGR

Address 1929 HIDDEN OAKS LANE City CORNELIUS State N.C.
Zip 28031 Phone 704-301-0555 Fax Email SUEWEIR768@aol.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.

Applicant Date

Susan Weir 9/3/2020
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

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 Henry Harris and Shelley Mullis Road

City Fort Mill State SC Zip 29715 Tax Parcel ID 0013-00-055.06

Current Zoning LDR Current Use Vacant/Residential

Proposed Zoning Institutional Total Acres ±2.04

Project Description Institutional use for ±2.04 Acre parcel at the intersection of Shelley Mullis and Henry Harris Roads.

Surrounding Property Description Nearby zonings are LDR, INS, MDR, RN, and PDD.

CONTACT INFORMATION

Applicant Name President Bayard, LLC / Timothy F. Coey, mgr

Address 1108 Industrial Dr

City Matthews State NC Zip 28105 Phone 704-618-1926

Fax Email timb@bayarddevelopment.com

Property Owner Name Wilson Acres, LLC / Susan Wilt, mgr

Address 19429 Hidden Cove Lane

City Cornelius State NC Zip 28105 Phone 704-301-0555

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: 10-29-20

X _____ — Date: 10-29-20

Property Owner(s)

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

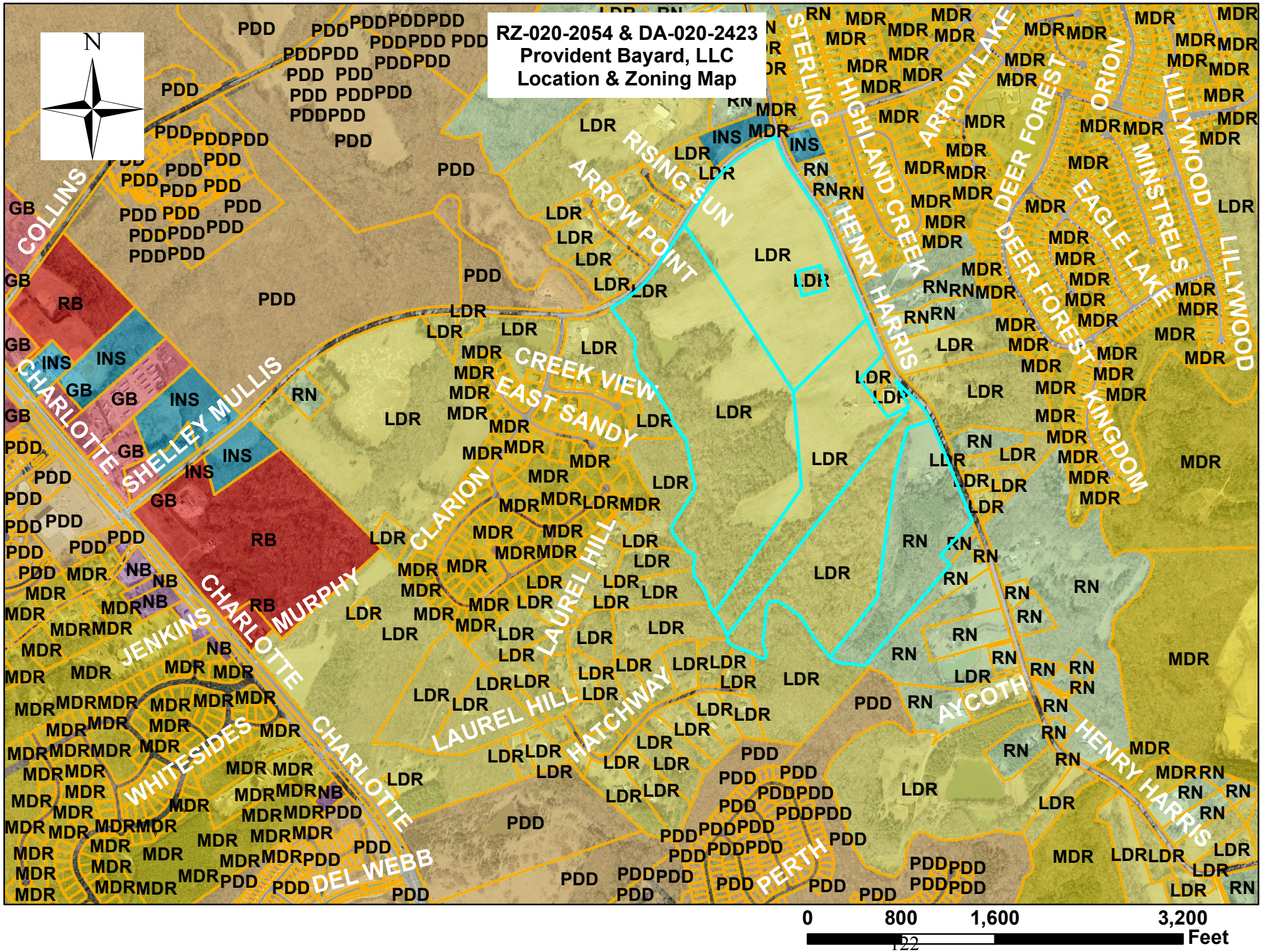
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and 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

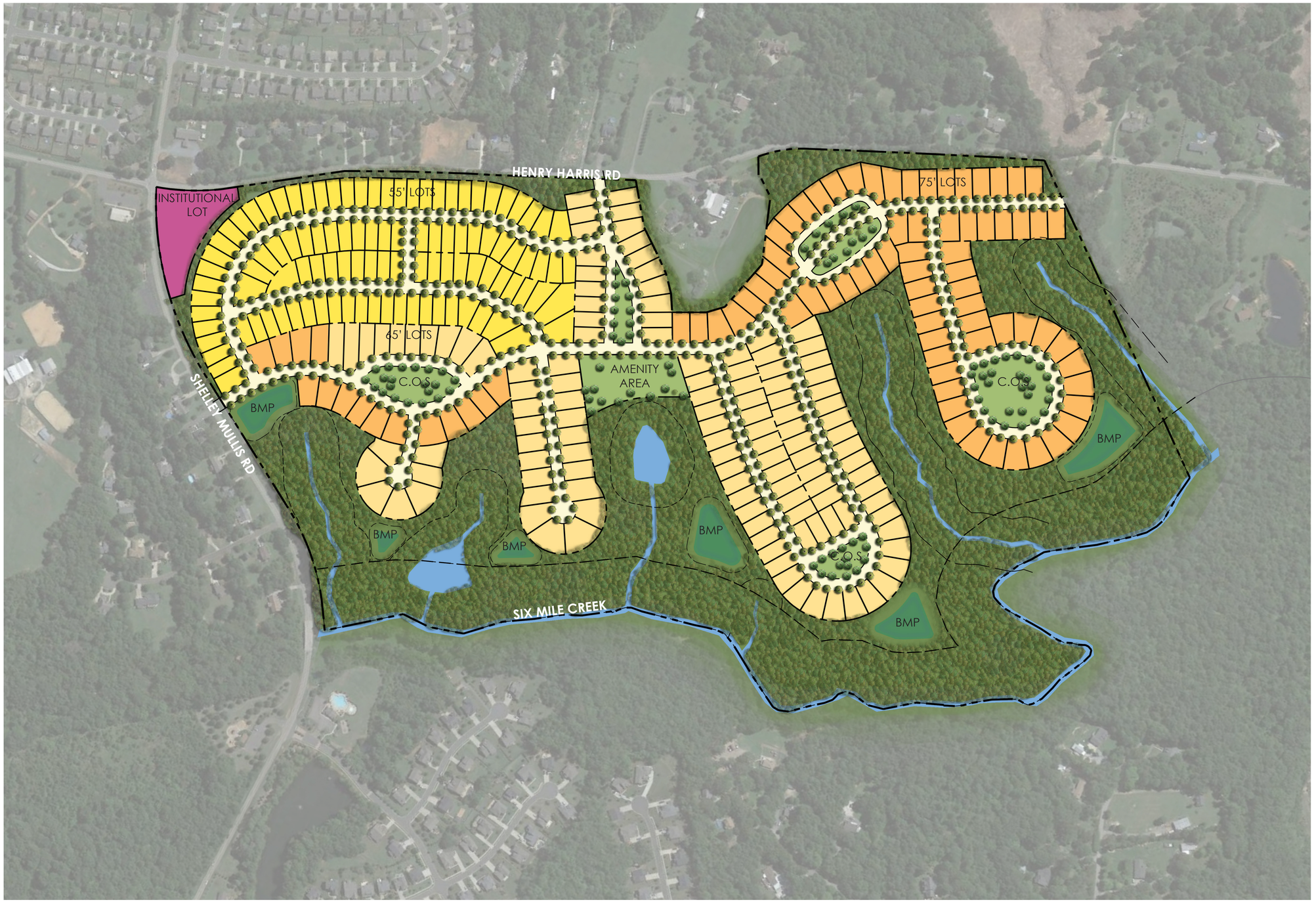
2. Planning Commission

- 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.


RZ-020-2054 & DA-020-2423
Provident Bayard, LLC
Location & Zoning Map
N
COLLINS
CHARLOTTE
SHELLEY MULLIS
MURPHY
JENKINS
CHARLOTTE
WHITESIDES
CHARLOTTE
DEL WEBB
LAUREL HILL
CLARION
EAST SANDY
CREEK VIEW
ARROW POINT
RISING SUN
HATCHWAY
LAUREL HILL
PERTH
AYCOTH
HENRY HARRIS
HIGHLAND CREEK
STERLING
ARROW LAKE
DEER FOREST
DEER FOREST
ORION
EAGLE LAKE
MINSTRELS
LILLYWOOD
LILLYWOOD
KINGDOM
HENRY HARRIS
0
800
1,600
3,200
Feet



DEVELOPMENT SUMMARY

SITE AREA:	±170.32 ACRES
PROPOSED ZONING:	MDR CLUSTER/ INSTITUTIONAL
INSTITUTIONAL AREA:	2.04 AC
REQUIRED OPEN SPACE:	42.58 AC
PROPOSED OPEN SPACE:	59.49 AC
PROPOSED DENSITY:	1.83 DU/A
TOTAL LOTS:	312
55'X130':	104 (33%)
65'X130':	103 (33%)
75'X130':	105 (34%)

WILSON CREEK

CONCEPTUAL SITE PLAN

LANCASTER COUNTY, SOUTH CAROLINA

NOVEMBER 5, 2020

THIS PLAN IS SCHEMATIC IN NATURE. LOCATIONS OF ROADS, LOTS, AND ALL OTHER AREAS INCLUDING OFF-SITE ROAD IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLANS.

ColeJenest & Stone

SCALE: 1"=200'

0 100' 200' 400'

N

Wilson Creek – Lancaster County
Community Involvement Meeting
Thursday, October 15, 2020
6:00 PM
Deputy Roy Hardin Park
8341 Shelley Mullis Rd, Fort Mill, SC 29707

In attendance:
Tom Waters – Provident Bayard, LLC
Kristin Dillard – Provident Bayard, LLC
Ken Holbrooks – Provident Bayard, LLC
Tim Coey – Provident Bayard, LLC
Jacob Bachman – Cole Jenest & Stone
Ty Parham – Ramey Kemp Assoc.

Planning Commission Attendees:

- Katie See

The meeting was called to order at 6:00 pm by Ken Holbrooks.

Ken Holbrooks introduced everyone from Provident Bayard, as well as Ty Parham of Ramey Kemp and Jacob Bachman of Cole Jenest & Stone and explained that our team has been developing quality communities for decades in the Charlotte and surrounding areas, including Lancaster County. Ken provided an overview of Wilson Creek and described the basic elements of the community which will include approximately 308 lots on over 170 acres. He also mentioned that the community will have over 61 acres of open space which is more than the required amount. Ken said that he would answer any general questions and explained that our team members would be available at three stations immediately afterwards to discuss any concerns or questions not addressed, including traffic impacts and technical questions.

Several residents expressed concerns about traffic impacts along Shelley Mullis Rd. Ken responded that we would do our best to mitigate those issues through the findings in our traffic impact analysis, as well as input from SCDOT and Lancaster County. This includes any roadway improvements that may be required. Ken went on to say that we have spent a lot of time and effort on various studies, including wetlands analysis, traffic impact studies, and have been working with planning staff for over six months at this point. All of which is taken into account during our development and plan process.

One resident asked if a roundabout could be a solution. Ken answered that we are exploring all options and like the idea of a roundabout; however, it did not appear to be a viable solution, as it would take land from several properties, but said we would revisit this with our traffic engineers, SCDOT and Lancaster County.

One resident asked about lot sizes, price ranges, and builder products. Ken explained that there will be a mix of 55', 65', and 75' lots so the prices and products will vary. The home prices will be consistent with the area & market. He went on to say that since the first home will not be built for two years it is impossible to give detailed specifics on the products; however, there will be no vinyl siding offered.

With no further general questions, everyone broke out into smaller groups to meet with the Provident Bayard team members to continue discussing Wilson Creek.

During the breakout sessions, several residents expressed concern over any commercial component that would add congestion to Henry Harris Rd or that intersection.

One resident expressed concern about the lots along Henry Harris Road and felt that they would be too close to the road for adequate berming/landscaping. Ken said we would look at widening the buffer to enhance plantings in this area for benefit for neighbors across the street.

Several residents expressed concern over existing storm drainage concerns, seemingly originating with roadway runoff from Shelley Mullis and/or Henry Harris. The development team explained that this project will comply with by Lancaster County stormwater ordinance as well as SCDHEC requirements for sediment and erosion control as well as post construction stormwater controls.

Several residents complimented the plan, the variety of homes being offered, and the lower density including the pocket parks and the amenity area. Many of them said that they were thankful for the communication and appreciated us inviting them to a non-required informational meeting to get feedback on a new Lancaster community.

The meeting was adjourned at 7:15 pm.

LINE TABLE		
LABEL	BEARING	DISTANCE
L1	S20°08'50"E	83.38'
L2	S22°41'10"E	315.42'
L3	S22°41'10"E	43.36'
L4	S22°41'10"E	15.96'
L5	N67°03'34"E	191.75'
L6	N67°03'34"E	8.29'
L7	S44°35'53"E	179.09'
L8	N65°05'17"W	78.38'
L9	N83°19'19"W	124.53'
L10	N85°36'08"W	35.98'
L11	N85°36'08"W	31.38'
L12	S89°31'30"W	14.66'
L13	N59°42'30"W	64.48'
L14	N37°59'03"W	98.08'
L15	N40°55'07"W	102.02'
L16	N33°43'58"W	134.92'
L17	N31°47'08"W	104.88'
L18	N51°09'04"W	121.03'
L19	N57°29'09"W	101.88'
L20	S89°13'42"W	80.69'
L21	S34°01'21"W	34.74'
L22	S12°19'56"W	111.33'
L23	S04°15'56"W	91.72'
L24	S07°18'17"W	102.17'
L25	S15°21'52"E	83.59'
L26	S00°08'57"E	27.30'
L27	S11°27'25"W	25.37'
L28	S88°48'16"W	63.28'
L29	N58°24'37"W	82.16'
L30	N71°07'02"W	127.35'
L31	N54°14'16"W	72.72'
L32	N09°31'02"W	20.40'
L33	N14°34'18"E	30.06'
L34	N30°17'15"W	30.89'
L35	N30°17'15"W	131.83'
L36	N34°47'47"W	86.65'
L37	N23°46'48"W	42.90'
L38	N23°46'48"W	96.57'
L39	N31°18'40"W	70.67'
L40	N35°15'22"W	83.84'
L41	N05°15'52"W	128.12'
L42	N12°14'34"W	106.42'
L43	N51°34'26"E	95.28'
L44	N39°12'55"W	98.95'
L45	N36°01'34"W	42.15'
L46	N34°31'58"W	46.35'
L47	N16°20'52"E	55.80'
L48	N37°16'22"E	93.99'
L49	N22°56'31"E	77.92'
L50	N33°45'43"E	141.65'
L51	N22°04'28"E	79.79'
L52	N17°35'20"W	34.11'
L53	N45°17'43"W	34.90'
L54	N09°20'23"W	142.60'
L55	N04°42'42"W	144.49'
L56	N17°48'17"W	44.89'
L57	N41°57'45"W	92.05'
L58	N27°57'39"W	94.22'
L59	N35°49'01"W	101.47'
L60	N29°03'29"W	105.85'
L61	N30°20'29"W	108.53'
L62	N42°26'50"W	100.55'
L63	N34°58'10"W	99.50'
L64	N16°51'27"W	71.64'
L65	N03°49'18"W	103.49'
L66	N17°43'29"W	138.29'
L67	N43°22'00"W	80.99'
L68	N30°17'03"W	103.86'
L69	N40°12'09"W	71.07'
L70	N59°29'28"E	21.16'
L71	N31°59'46"W	15.94'
L72	N48°56'24"W	26.06'
L73	N32°48'12"E	169.82'
L74	N22°48'24"W	208.67'
L75	N67°11'08"E	208.87'
L76	S22°45'20"E	208.63'
L77	S67°10'23"W	208.68'

CURVE TABLE					
LABEL	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	1083.00'	268.47'	267.79'	S27°14'56"E	14°12'12.84"
C2	867.00'	169.15'	168.88'	S28°45'42"E	11°10'41.22"
C3	733.00'	123.24'	123.10'	S39°46'53"E	9°38'00.33"
C4	717.00'	135.31'	135.11'	S36°19'49"E	10°48'46.15"
C5	717.00'	98.70'	98.63'	S26°58'49"E	7°53'14.73"
C6	960.83'	73.47'	73.45'	N61°40'54"E	4°22'52.23"
C8	1036.76'	26.91'	26.91'	N58°44'51"E	1°29'13.72"
C9	1020.81'	301.88'	300.79'	N49°31'55"E	16°56'38.59"
C10	994.76'	142.41'	142.29'	N36°57'31"E	8°12'08.69"
C11	1599.63'	842.84'	833.16'	N50°02'45"E	34°30'10.14"
C12	733.00'	137.99'	137.78'	S28°04'45"E	10°47'09.14"
C13	733.00'	19.09'	19.09'	S34°13'06"E	1°29'32.78"
C14	717.00'	35.81'	35.80'	S43°10'03"E	2°51'40.42"

LINE TABLE		
LABEL	BEARING	DISTANCE
L78	S54°37'41"W	200.66'
L79	S38°33'35"W	139.55'
L80	S40°51'40"W	77.84'
L81	S50°40'37"W	85.60'
L82	S61°00'26"W	81.58'
L83	S25°14'34"E	145.08'
L84	S41°44'55"E	43.24'
L85	S30°56'41"E	61.00'
L86	S33°23'06"E	60.68'
L87	S69°38'10"E	139.92'
L88	N70°49'54"E	299.58'
L89	N70°49'54"E	71.06'
L90	N44°44'22"E	184.53'
L91	N38°37'45"E	135.58'

OWNER ADDRESS:
KB HOME CHARLOTTE, INC.
4506 SOUTH MIAMI BLVD, STE 100
DURHAM, NC 27703
(704)-400-4536

VICINITY MAP NOT TO SCALE

REFERENCES

1. SCDOT PROJECT No. 29.273
2. SCDOT PROJECT No. 29.615
3. MB 4699
4. MB 8472
5. MB 2003 PG 9
6. DB 880 PG 237
7. MB 2011 PG 85
8. DB 602 PG 304
9. MB 2007 PG 944
10. DB 1186 PG 156
11. MB 98 PG 788
12. DB 1273 PG 100
13. MB 15038
14. DB 1266 PG 116
15. DB 649 PG 111
16. DB 602 PG 99
17. MB 12588
18. MB 2006 PG 403
19. MB 2000 PG 186
20. MB 1084

LEGEND

RBF	●	IRON REBAR FOUND
OTP	●	OPEN TOP PIPE FOUND
	△	CALCULATED POINT
— x —		FENCE LINE
		POWER POLE
— OHP —		OVERHEAD POWER LINE
		PROPERTY LINE
		PROPERTY LINE TO BE ABANDONED
		ADJACENT PROPERTY LINE
		EASEMENT LINE AS NOTED

NOTES

1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X AND AE. FIRM MAP 45057C0079E, EFFEECTIVE DATE 05, 16, 2017.
2. THESE PARCELS LIE IN LDR (LOW DENSITY RESIDENTIAL) AND RN (RURAL NEIGHBORHOOD). NO ZONING REPORT HAS BEEN PROVIDED.
3. PROPERTY IS SUBJECT TO ALL RECORDED OR UNRECORDED EASEMENTS, RIGHTS OF WAY AND ENCUMBERANCES THAT MAY AFFECT THIS PROPERTY.
4. ALL OBSERVED VISIBLE ENCROACHMENTS, BOUNDARY ISSUES, AND PROPERTY MATTERS ARE SHOWN ON THIS SURVEY TO THE BEST OF THE SURVEYOR'S KNOWLEDGE.
5. ALL PROPERTY CORNERS SET WITH 5/8" IRON REBAR UNLESS OTHERWISE NOTED.

TOTAL SITE AREA
7,641,543.73 Sq.Ft.
175.426 Ac.

TOTAL SITE AREA IN REZONE
7,454,209.07 Sq.Ft.
171.125 Ac.

A FINAL PLAT PREPARED FOR:
KB HOME CHARLOTTE INC.

MINOR SUBDIVISION
OF 175.43 Ac. AT WILSON CREEK
SHELLY MULLIS ROAD & HENRY HARRIS ROAD

THE VILLAGE OF INDIAN LAND
LANCASTER COUNTY, SOUTH CAROLINA

FIELD WORK:	CJC
FIELD CHECK:	RKB
DRAWN BY:	JMB
DATE:	10-16-2020
SCALE:	1"=200'
PROJECT No.:	CLT-20086
FILE:	CLT-20086 ALTA 1.DWG

ATLAS
SURVEYING, INC.
570 BROOKSHIRE ROAD, UNIT D
GREER, SC 29651
(864) 915-3854
WEBSITE: WWW.ATLASSURVEYING.COM

SOUTH CAROLINA — ATLAS SURVEYING, INC. No. C05957 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL — SEAL No. 29111 — LAND SURVEYOR — JOHN B. BLACK

CERTIFICATE OF ACCURACY

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

FOR REVIEW ONLY

JOHN B. BLACK
P.L.S. No. 29111

150 75 0 150 300
GRAPHIC SCALE

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1703 / Planning Case Number: DA-020-2054
Contact Person / Sponsor: Katie See/Senior Planner & John DuBose/ County Attorney
Department: Attorney
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
_Request to approve a Development Agreement with the intention of developing the project Wilson Creek with the Cluster Subdivision Overlay District provisions associated with the MDR District.

The Applicant has requested to rezone a total of approximately 170.32 acres. See Staff Report for RZ-020-2054 and RZ-020-2569. Application RZ-020-2054 is a request to rezone approximately 168.28 acres to the Medium Density Residential (MDR) District. The intent is to build an approximately 325 lot single-family residential subdivision. Application RZ-020-2569 is a request to rezone approximately 2.04 acres to Institutional (INS) District.

Points to Consider:
Section 9.2.18 of the UDO requires Development Agreements (DA) when utilizing the Cluster Subdivision Overlay District.

The current Exhibit "A" to the proposed Ordinance is a working draft of the Development Agreement that contains amendments made by County Council at 2nd reading.

Pursuant to input from County Council, staff, and developer, a proposed amended Development Agreement is attached to the agenda package and labelled "Proposed Exhibit A to Ordinance 2021-1703 for adoption on 3rd reading clean".

The proposed amended Development Agreement includes edits that reconciles typos and inconsistencies in earlier drafts, provides further clarity to developer obligations and vested rights, amends lot counts to 125 housing units, amends performance milestones, and incorporates the required Exhibits to the Development Agreement.

If the substance of the proposed amended Development Agreement meets with approval by County Council there will need to be a motion to amend to substitute the finalized version of the DA as the exhibit to the Ordinance.

Exhibit J to the Development Agreement is being finalized but will be available for inclusion in the Development Agreement by motion to amend at the March 8, 2021 County Council meeting. Likewise, the Exhibits referencing Ordinances that are still under consideration are not attached but will attached later if those Ordinances are approved.

Exhibit A-2 and Exhibit B-2 are attached separately from the DA in the agenda package due to file conversion issues.

Funding and Liability Factors:
There are no funding factors other than previously approved fees the be paid by developer to offset the impact of the development will have on public safety services and the school district.

Council Options:
Approve or deny the Development Agreement.

Recommendation:
At the Planning Commission meeting on November 17, 2020, the Commission voted 6-1 to recommend approval of the Development Agreement.

Staff recommends approval of this Development Agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1703	3/4/2021	Ordinance
Exhibit A to Ordinance 2021-1703	2/18/2021	Exhibit
Proposed Exhibit A to Ordinance 2021-1703 for adoption on 3rd reading clean	3/3/2021	Exhibit
Exhibit A-2 to Development Agreement	3/3/2021	Exhibit
Exhibit B-1 to Development Agreement	3/3/2021	Exhibit
Proposed Exhibit A to Ordinance 2021-1703 for adoption on 3rd reading redline version	3/3/2021	Exhibit
Wilson Creek Staff Report for County Council	2/4/2021	Planning Staff Report
Wilson Creek Updated Sketch Plan	2/4/2021	Backup Material
Wilson Creek SCDOT Comments regarding the Traffic Impact Analysis (TIA)	2/4/2021	Backup Material
Wilson Creek Traffic Impact Analysis (TIA)	2/4/2021	Backup Material
Wilson Creek Traffic Impact Analysis Review Technical Report	2/4/2021	Backup Material
Staff Report for Planning Commission	11/10/2020	Planning Staff Report
Notice of Public Hearing for Ordinance 2021-1703	2/25/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(ORDINANCE NO. 2021-1703
COUNTY OF LANCASTER (

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT FOR THE WILSON CREEK DEVELOPMENT PROJECT LOCATED AT THE SOUTHWEST INTERSECTION OF HENRY HARRIS ROAD AND SHELLEY MULLIS 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) Provident Bayard, LLC, has applied to rezone a total of approximately 170.32 acres for its development project, Wilson Creek. The intent is to build an approximately 312 lot single-family residential subdivision utilizing the Cluster Subdivision Overlay District associated with the Medium Density Residential (MDR) District.

(b) Section 9.2.18 of the Unified Development Ordinance (UDO) requires a Development Agreement when a developer seeks to utilize the Cluster Subdivision Overlay District in the MDR District.

(c) Proposed Ordinance 2021-1701 would rezone approximately 168.28 acres as Medium Density Residential (MDR) District. Proposed Ordinance 2021-1702 would rezone approximately 2.04 acres to Institutional District (INS), in order to donate that real property to Lancaster County for a public safety facility pursuant to the proposed Development Agreement for the Wilson Creek Project.

(d) The Development Agreement attached hereto and incorporated herein as **Exhibit "A"** 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 November 17, 2020, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a 6-1 vote recommended approval of the Development Agreement for this project.

Section 2. Approval of Development Agreement.

The Development Agreement attached as **Exhibit "A"** 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: February 8, 2021
Second Reading: February 22, 2021
Public Hearing: March 8, 2021
Third Reading: March 8, 2021

Approved as to form:

_____
John DuBose, County Attorney

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

STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	_____

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of *_[DATE OF THIRD READING APPROVAL]* ____, 2021 ("Agreement Date"), by and among Provident Bayard, LLC, a North Carolina 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 right to acquire certain real property consisting of approximately 175 acres, more or less, located in the County and known as Wilson Creek development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that the Property be developed under the Cluster Subdivision Overlay District provisions for the Medium Density Residential (MDR) District;

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

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish

the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means ___*[DATE OF THIRD READING APPROVAL]*____, 2021.

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

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

(5) "Developer" means Provident Bayard, LLC, a North Carolina corporation, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

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

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

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

(9) "Ordinance No. 2021-1701" means Ordinance No. 2021-1701 of the County, zoning the Property Medium Density Residential (MDR) District, a copy of which is attached hereto as Exhibit "__".

(10) "Ordinance No. 2021-1702" means Ordinance No. 2021-1702 of the County, zoning the Public Facility Site portion of the Property Institutional (INS) District, a copy of which is attached hereto as Exhibit "__".

(10) "Ordinance No. 2021-1703" means Ordinance No. 2021-1703 of the County approving this Agreement, a copy of which is attached hereto as Exhibit "___".

(11) "Parties" means County and Developer.

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

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

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

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

Section 1.04. Property. This Agreement applies to six parcels of land identified as Tax Map Nos 0013-00-055.02, 0013-00-055.05, 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, and 0013-00-056.01 and is reflected in Exhibit A-1 (legal descriptions) and A-2 (plats) attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.05. Zoning. The Property is currently zoned Low Density Residential (LDR) and is anticipated to be rezoned Medium Density Residential (MDR) pursuant to Ordinance No. 2021-1701, with a portion rezoned Institutional District (INS) pursuant to Ordinance 2021-1702.

Section 1.06. Development Program.

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

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

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit C contains the required information or identifies where the information may be found in this Agreement. Exhibit C is incorporated herein by reference as if the exhibit were set out in this Agreement in it 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. 2021-1703 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. 2021-1703 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five and that the highlands equal 162 acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021-1701 and Ordinance 2021-1702, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as Sections 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act.

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

(A) It is recognized that laws and regulations will periodically change. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth in this Agreement.

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

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

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

Section 3.04. Development Permits.

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

(1) Preliminary plan approval
(2) Civil Plan approval;
(3) Final plat approval;
(4) Zoning permits;

(5) Building permits; and
(6) Sign permits.

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

Section 3.05. Transfer of Development Rights.

(A) Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the 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.

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure; or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article.

The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are

now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.01A. Payment for School District.

Developer will pay Lancaster County _____Dollars ($___.__) 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 4.01B. Funds for Public Safety.

Developer agrees to pay Lancaster County Two Thousand One Hundred Eighty ($2,180.00) per anticipated housing unit which equals a lump sum of _____Hundred _____ Thousand _____Hundred _____ and no/100 Dollars ($_____,_____.00) per housing unit and 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 form other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire, and emergency medical services in the panhandle area of Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

Section 4.01C. Public Safety or Fire District.

Not Applicable. The Development will be located within an already established Fire District.

Section 4.01D. **Fee Schedule Annual Update.**

The developer fees set forth in Section 4.01A, 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. Public Safety Facility.

(A) Developer agrees to donate to County approximately 2.0 acres of land located _____, as further identified on Exhibit ___ (the "Public Safety Tract"), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. Developer will provide the Public Safety Tract in a partially improved condition as set forth herein:

(1) Grading- Developer will grade and stabilize the site in connection with its mass grading efforts for the development. The finish elevation will be on grade with Henry Harris Road and Shelly Mullis Road for ease of access for public safety equipment including, but not limited to, fire apparatus. If fill material is required, suitable soil must be used and compacted in a pad ready state. Once the grade is correct, it should be stabilized by grassing. The final contours of the site will have positive drainage and a seamless integration with the new contours of the neighborhood. (No adjoining retaining walls, stockpiles, etc.)

(2) Stormwater- Developer will include the improvement and future impervious use at this site in the neighborhood's overall Best Management Practices (BMP) to eliminate the need for a detention basin on the site when the public facility is built. A stormwater manhole and easement will be provided so that County may route stormwater piping into the neighborhood's stormwater system in the future without disturbing off site properties.

(3) Water- Developer will provide onsite access to a water line that is at least 6" in diameter and any easement as may be necessary for County to access water infrastructure on Developer's property.

(4) Sanitary Sewer- Developer will make provision for a manhole at a lower elevation on the site such that County will not need a sewer pump for future connection from the site to the development's sanitary sewer system. Developer will grant a sewer easement to County so that County may tie into Developer's sanitary sewer system.

Developer shall provide the land to the County at no cost to the County. The conveyance of the Public Safety Tract to County shall occur the later of either __October 1, 2021___ or the date that is thirty (30) days following the date Developer has completed the water and sewer connections to the Public Safety Tract. Developer shall convey fee simple insurable title to the Public Safety Tract to the County by way of a special warranty deed, subject to all easements, restrictions, rights of way and other matters of record reflected on the title policy issued in favor of a Developer for the Property that includes the Public Safety Tract, and further, Developer may include a deed restriction on the use of the Public Safety Tract for public safety purposes only. As used herein, fee simple insurable title is title that may be insured by a South Carolina licensed title insurance underwriter at its regular rates and subject to its standard exceptions. Developer shall pay for the costs incurred to subdivide the Public Safety Tract from the Property, prepare the special warranty deed and to record the special warranty deed conveying the Public Safety Tract to the County. Prior to the conveyance of the Public Safety Tract, Developer agrees that County shall have reasonable access to the Public Safety Tract in order to inspect and conduct such non-invasive studies and geotechnical reports regarding the Public Safety Tract as County finds necessary. As set forth herein, Developer shall provider water and sewer connections to the Public Safety Tract prior to conveying the Public Safety Tract to County.

(B) Developer is donating the Public Safety Tract to the County for use as a site for the location of a facility to be used for public safety purposes, such as emergency medical, fire or law enforcement.

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, 2021 for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars ($10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

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

(b) Developer shall cause to be prepared a traffic impact analysis (TIA) 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 TIA, 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 TIA 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 TIA at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the TIA, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the TIA 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.

(c) Roundabout Traffic Improvement. County has requested that Developer install a roundabout road improvement (" Roundabout") at the intersection of Shelley Mullins and Henry Harris Road in substantial conformity to the drawing attached hereto and incorporated herein as Exhibit "__". Develop agrees, in principle, to install the Roundabout subject to Developer being relieved of certain delineated traffic improvements identified in the TIA. Lennar Corporation ("Lennar") has agreed in principle to provide funds equivalent to its budgeted traffic improvements for the Shelley Mullis and Henry Harris Road intersection identified in the TIA for Lennar's Harris Mill Development. County has agreed in principle to contribute the developer fee that will be paid by Lennar in connection with the bond issuance for the Harris Mill Residential Improvement District. County further agrees to exercise its condemnation authority to acquire right of way for the Roundabout if Developer is incapable of acquiring right of way after exhaustion of reasonable efforts. County and Developer will cooperate in preparation of a separate written instrument establishing the agreement concerning the Roundabout (Roundabout Agreement) and the obligations and rights of County, Developer, Lennar, and potentially South Carolina Department of Transportation (SCDOT). Developer shall oversee and be responsible for all design and construction activity associated with the Roundabout and all costs associated with the Roundabout except as otherwise qualified herein or as set forth in the Roundabout Agreement. If the Roundabout Agreement proves impractical or lacks participation of parties that County deems necessary parties to the Roundabout Agreement, then the Developer shall construct the road improvements identified in the TIA. If the Roundabout Agreement is not finalized and executed by all necessary parties on or before June 7, 2021, or some later date by mutual consent and agreement of all necessary parties, the Developer shall construct the road improvements identified in the TIA.

(B) Potable Water, Sewage Treatment and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs

associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services or sewer services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

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

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

(E) Fire Services. The Property is located in the Indian Land Fire Department service area and fire services will be provided by the Indian Land Fire Department, or its successor entities. Developer acknowledges that the Indian Land Fire Department provides services by the use of volunteers.

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Provident Bayard, LLC
Attn: Kenneth Holbrooks
1108 Industrial Dr
Matthews, NC 28105

With a Copy to: Richard Kline, Attorney
215 S. Main St
Davidson, NC 28036

Section 5.02. Amendments.

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

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

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

(D) Anything to the contrary contained herein notwithstanding, in the event Developer or its successors or assigns elects not to or otherwise does not acquire the Property at any time,

Developer may so notify the County in writing and upon such notification and written request by Developer to terminate this Agreement, this Agreement shall terminate and Developer shall not be considered in breach of this Agreement and the parties shall have no further obligations to one another.

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated

municipality or is annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by Section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

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

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

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

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

Section 5.14. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

(B) The Parties agree that the jurisdiction and venue for disputes relating to this Agreement is Lancaster County, South Carolina which is within the Sixth (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., June 30, 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:

Provident Bayard, LLC
a North Carolina corporation

By: _____
Name:
Title:
Date: _____

By: _____
Name:
Title:
Date: _____

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 Provident Bayard, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

_____
First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2021

_____
Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires:_____

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

We will produce a map with all 6 parcels and will list them by number.

Exhibit B

Development Schedule

Years	Residential
1	75 units
2	75 units
3	75 units
4	87 units
Total	312 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 312 residential units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit C
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, _____, a North Carolina 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.

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

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

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

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

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

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

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

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both.* See Section 3.01(B) and Exhibit D.

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

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

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

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

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

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

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

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

Exhibit D
Laws and Land Development Regulations

1. Ordinance No. 2021-1701 zoning the Property Medium Density Residential (MDR) District.
2. Ordinance No. 2021-1702 zoning the Property Institutional (INS) District.
3. Ordinance No. 2021- 1703, approving this Development Agreement.
4. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
5. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
6. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
7. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

----------(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 8th day of March, 2021 ("Agreement Date"), by and among Provident Bayard, LLC, a North Carolina limited liability company ("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 right to acquire certain real property consisting of approximately 175 acres, more or less, located in the County and known as Wilson Creek development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that the Property be developed under the Cluster Subdivision Overlay District provisions for the Medium Density Residential (MDR) District;

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

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be zoned Medium Density Residential (MDR) 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 March 8, 2021.

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

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

(5) "Developer" means Provident Bayard, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(7) "Laws and Land Development Regulations" means the County's current applicable rules and regulations governing development of real property in force and effect as of the Agreement Date, including the UDO as amended through the Agreement Date, as set forth on Exhibit "E" hereto.

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

(9) "Ordinance No. 2021-1701" means Ordinance No. 2021-1701 of the County, zoning the Property Medium Density Residential (MDR) District, a copy of which is attached hereto as Exhibit H.

(10) "Ordinance No. 2021-1702" means Ordinance No. 2021-1702 of the County, zoning the Public Facility Site portion of the Property Institutional (INS) District, a copy of which is attached hereto as Exhibit I.

(10) "Ordinance No. 2021-1703" means Ordinance No. 2021-1703 of the County approving this Agreement, a copy of which is attached hereto as Exhibit J.

(11) "Parties" means County and Developer.

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

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

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

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

Section 1.04. Property. This Agreement applies to six parcels of land identified as Tax Map Nos 0013-00-055.02 (portion of), 0013-00-055.05 (portion of), 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, and 0013-00-056.01 and is reflected in Exhibit A-1 (legal descriptions) and A-2 (survey) attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.05. Zoning. The Property is currently zoned Low Density Residential (LDR) and Rural Neighborhood (RN) and is anticipated to be rezoned Medium Density Residential (MDR) pursuant to Ordinance No. 2021-1701, with a portion rezoned Institutional District (INS) pursuant to Ordinance 2021-1702.

Section 1.06. Development Program.

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

(B) All lots for the Development must meet all standards contained in the most current version of the UDO as of the Agreement Date, unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO that are effective as of the Agreement Date of this Agreement and this Agreement, the terms of the UDO control. The Development Program is set forth in Exhibit 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 when Developer acquires title to or development rights for the Property, and (*ii*) will develop the Property in accordance with the terms and conditions of this Agreement.

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

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit 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. 2021-1703 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. 2021-1703 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five and that the highlands equal 162 acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021-1701 and Ordinance 2021-1702, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

(E) The Developer acknowledges that performance 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. Nothing in this section modifies the warranty requirements of Section 6.9.3 of the UDO or the performance requirements of Section 8.4.3.A.4 of the UDO.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as Sections 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act. 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. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth in this Agreement.

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

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

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

Section 3.04. Development Permits.

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

(1) Preliminary plan approval
(2) Civil Plan approval;
(3) Final plat approval;
(4) Zoning permits;
(5) Building permits; and
(6) Sign permits.
(8) Carolina Heelsplitter mitigation program

(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. This provision does not apply to the purchaser or other successor in title to the 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.
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. Any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article.

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

Section 4.01A. Payment for School District.

Developer 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 4.01B. Funds for Public Safety.

Developer agrees to pay Lancaster County Two Thousand One Hundred Eighty ($2,180.00) per anticipated housing unit and that payment 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, and emergency medical services in the panhandle area of Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

Section 4.01C. Public Safety or Fire District.

Not Applicable. The Development will be located within an already established Fire District.

Section 4.01D. Fee Schedule Annual Update.

The developer fees set forth in Section 4.01A, 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. Public Safety Facility.

(A) Developer agrees to donate to County approximately 2.0 acres of land located at the intersection of Henry Harris Road and Shelley Mullis Road, as further identified on Exhibit F (the "Public Safety Tract"), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. Developer will provide the Public Safety Tract in a partially improved condition as set forth herein:

(1) Grading- Developer will grade and stabilize the site in connection with its mass grading efforts for the development. The finish elevation will be on grade with Henry Harris Road and Shelly Mullis Road for ease of access for public safety equipment including, but not limited to, fire apparatus. If fill material is required, suitable soil must be used and compacted in a pad ready state. Once the grade is correct, it should be stabilized by grassing. The final contours of the site will have positive drainage and a seamless integration with the new contours of the neighborhood. (No adjoining retaining walls, stockpiles, etc.)

(2) Stormwater- Developer will include the improvement and future impervious use at this site in the neighborhood's overall Best Management Practices (BMP) to eliminate the need for County to construct a detention basin and water quality infrastructure on the site when the public facility is built. A stormwater manhole and easement will be provided so that County may route stormwater piping into the neighborhood's stormwater system in the future without disturbing off site properties.

(3) Water- Developer will provide onsite access to a water line that is at least 6" in diameter and any easement as may be necessary for County to access water infrastructure on Developer's property.

(4) Sanitary Sewer- Developer will make provision for a manhole at a lower elevation on the site such that County will not need a sewer pump for future connection from the site to the development's sanitary sewer system. Developer will grant a sewer easement to County so that County may tie into Developer's sanitary sewer system.

Developer shall provide the land to the County at no cost to the County. The conveyance of the Public Safety Tract to County shall occur the later of either October 1, 2021 or the date that is thirty (30) days following the date Developer has completed the grading work, stormwater improvements, and the water and sewer connections to the Public Safety Tract. Developer shall convey fee simple insurable title to the Public Safety Tract to the County by way of a special warranty deed, subject to all easements, restrictions, rights of way and other matters of record reflected on the title policy issued in favor of a Developer for the Property that includes the Public Safety Tract, and further, Developer may include a deed restriction on the use of the Public Safety Tract for public safety or other permitted public use only. As used herein, fee simple insurable title is title that may be insured by a South Carolina licensed title insurance underwriter at its regular rates and subject to its standard exceptions. Developer shall pay for the costs incurred to subdivide the Public Safety Tract from the Property, prepare the special warranty deed and to record the special warranty deed conveying the Public Safety Tract to the County. Prior to the conveyance of the Public Safety Tract, Developer agrees that County shall have reasonable access to the Public

Safety Tract to inspect and conduct such non-invasive studies and geotechnical reports regarding the Public Safety Tract as County finds necessary. Developer agrees to provide county access to, and copies of, all design and survey information in CAD format and all environmental, geotechnical, and other reconstruction related testing reports for the Public Safety Tract as soon as such reports become available to Developer. As set forth herein, Developer shall provide water and sewer connections to the Public Safety Tract prior to conveying the Public Safety Tract to County.

(B) Developer is donating the Public Safety Tract to the County for use as a site for the location of a facility to be used for public safety purposes, such as emergency medical, fire or law enforcement, or any other public purpose use permitted in the INS zoning district if the County determines that a public safety use is not warranted for the Public Safety Tract; provided that the uses listed on Exhibit G attached hereto and any other uses that are not compatible with residential uses shall not be permitted on the Public Safety Tract.

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 (TIA) 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 TIA, 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 TIA 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 TIA at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the TIA, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the TIA 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.

(c) Roundabout Traffic Improvement. County has requested that Developer install a roundabout road improvement (" Roundabout") at the intersection of Shelley Mullis and Henry Harris Road in substantial conformity to the drawing attached hereto and incorporated herein as Exhibit "F". Developer agrees, in principle, to install the Roundabout subject to Developer being relieved of certain delineated traffic improvements identified in the TIA. Lennar Corporation ("Lennar") has agreed in principle to provide funds equivalent to its budgeted traffic improvements for the Shelley Mullis and Henry Harris Road intersection identified in the TIA for Lennar's Harris Mill Development. County has agreed in principle to contribute the developer fee that will be paid by Lennar in connection with the bond issuance for the Harris Mill Residential Improvement District. County further agrees to exercise its condemnation authority to acquire right of way for the Roundabout if Developer is incapable of acquiring right of way after exhaustion of reasonable efforts. Developer agrees to reimburse County its reasonable attorney fees and cost as well as any payment made to, or trial verdict award to, landowner(s) of any condemned parcel. The reimbursement obligation applies to settlements with the landowner(s) and any trial verdict whether such verdict results from a non-jury or jury proceeding. The reimbursement payments shall be made on or before June 30, 2022, unless acquisition efforts remain outstanding. If the reimbursement amount for acquisitions cannot be determined with certainty on June 30, 2022, Developer will pay the acquisition reimbursements amount outstanding on June 30, 2022 and the balance of the acquisition reimbursement after acquisitions have been finalized. County and Developer will cooperate in preparation of a separate written instrument establishing the

agreement concerning the Roundabout (Roundabout Agreement) and the obligations and rights of County, Developer, Lennar, and potentially South Carolina Department of Transportation (SCDOT). Developer shall oversee and be responsible for all design and construction activity associated with the Roundabout and all costs associated with the Roundabout except as otherwise qualified herein or as set forth in the Roundabout Agreement. If the Roundabout Agreement proves impractical or lacks participation of parties that County deems necessary parties to the Roundabout Agreement, then the Developer shall construct the road improvements identified in the TIA. If the Roundabout Agreement is not finalized and executed by all necessary parties on or before September 1, 2021, or some later date by mutual consent and agreement of all necessary parties, the Developer shall construct the road improvements identified in the TIA. Consent to an extension of time to complete the Roundabout Agreement shall not be unreasonably withheld by County or Developer.

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

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

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

(E) Fire Services. The Property is located in the Indian Land Fire Department service area and fire services will be provided by the Indian Land Fire Department, or its successor entities. Developer acknowledges that the Indian Land Fire Department provides services by the use of volunteers.

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Provident Bayard, LLC
Attn: Kenneth Holbrooks
1108 Industrial Dr
Matthews, NC 28105

With a Copy to: Richard Kline, Attorney
215 S. Main St, Ste 301 (overnight)
PO Box 1508 (mail)
Davidson, NC 28036

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity (*i*) to

rebut the finding and determination, or (*ii*) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

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

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

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

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

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

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

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

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

addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

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

Section 5.14. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

(B) The Parties agree that the jurisdiction and venue for disputes relating to this Agreement is Lancaster County, South Carolina which is within the Sixth (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., June 30, 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:

Provident Bayard, LLC
a North Carolina limited liability company

By: _____
Name:
Title:
Date: _____

By: _____
Name:
Title:
Date: _____

WITNESSES:

_____

_____

_____

_____

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Date: _____

By: _____
Billy Mosteller, Secretary, County Council

Date: _____

STATE OF _____)
) PROBATE
COUNTY OF _____)

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

_____
First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2021

_____
Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires:_____

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-1

LEGAL DESCRIPTION – TOTAL TRACT

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF SHELLY MULLIS ROAD AND THE WESTERN RIGHT OF WAY OF HENRY HARRIS ROAD; THEN RUNNING S20°08'50"E FOR 83.38' TO A POINT; THEN RUNNING ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 268.47', WITH A RADIUS OF 1083.00', WITH A CHORD RUNNING S27°14'56"E, FOR 267.79', TO A POINT; THEN RUNNING S34°21'03"E FOR 391.44' TO A POINT; THEN RUNNING ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 169.15', WITH A RADIUS OF 867.00', WITH A CHORD RUNNING S28°45'42"E, FOR 168.88', TO A POINT; THEN RUNNING S23°10'22"E FOR 279.77' TO A POINT; THEN RUNNING S22°41'10"E FOR 582.18' TO A POINT; THEN RUNNING S22°41'10"E FOR 272.06' TO A POINT; THEN RUNNING S54°37'41"W FOR 200.66' TO A POINT; THEN RUNNING S38°33'35"W FOR 139.55' TO A POINT; THEN RUNNING S40°51'40"W FOR 77.84' TO A POINT; THEN RUNNING S50°40'37"W FOR 85.60' TO A POINT; THEN RUNNING S61°00'26"W FOR 81.58' TO A POINT; THEN RUNNING S25°14'34"E FOR 145.08' TO A POINT; THEN RUNNING S41°44'55"E FOR 43.24' TO A POINT; THEN RUNNING S30°56'41"E FOR 61.00' TO A 1/2" REBAR FOUND; THEN RUNNING S33°23'06"E FOR 60.68' TO A POINT; THEN RUNNING S69°38'10"E FOR 139.92' TO A POINT; THEN RUNNING N70°49'54"E FOR 299.58' TO A POINT; THEN RUNNING N70°49'54"E FOR 71.06' TO A POINT; THEN RUNNING N44°44'22"E FOR 184.53' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 135.31', WITH A RADIUS OF 717.00', WITH A CHORD RUNNING S36°19'49"E, FOR 135.11', TO A POINT; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 98.70', WITH A RADIUS OF 717.00', WITH A CHORD RUNNING S26°58'49"E, FOR 98.63', TO A POINT; THEN RUNNING S23°02'11"E FOR 374.87'TO A POINT; THEN RUNNING S21°59'38"E FOR 634.33'TO A POINT; THEN RUNNING S39°11'49"W FOR 1460.84' TO A POINT IN THE CENTER OF SIX MILE CREEK; THEN RUNNING ALONG SAID CREEK FOR THE FOLLOWING COURSES:

N65°05'17"W FOR 78.38' TO A POINT; N83°19'19"W FOR 124.53' TO A POINT; N85°36'08"W FOR 35.98' TO A POINT; N85°36'08"W FOR 31.38' TO A POINT; S89°31'30"W FOR 14.66' TO A POINT; N59°42'30"W FOR 64.48' TO A POINT; N37°59'03"W FOR 98.08' TO A POINT; N40°55'07"W FOR 102.02' TO A POINT; N33°43'58"W FOR 134.92' TO A POINT; N31°47'08"W FOR 104.88' TO A POINT; N51°09'04"W FOR 121.03' TO A POINT; N57°29'09"W FOR 101.88' TO A POINT; S89°13'42"W FOR 80.69' TO A POINT; S34°01'21"W FOR 34.74' TO A POINT; S12°19'56"W FOR 111.33' TO A POINT; S04°15'56"W FOR 91.72' TO A POINT; S07°18'17"W FOR 102.17' TO A POINT; S15°21'52"E FOR 83.59' TO A POINT; S00°08'57"E FOR 27.30' TO A POINT; S11°27'25"W FOR 25.37' TO A POINT; S88°48'16"W FOR 63.26' TO A POINT; N58°24'37"W FOR 82.16' TO A POINT; N71°07'02"W FOR 127.35' TO A POINT; N54°14'16"W FOR 72.72' TO A POINT; N09°31'02"W FOR 20.40' TO A POINT; N14°34'18"E FOR 30.06' TO A POINT; N30°17'15"W FOR 30.89' TO A POINT; N30°17'15"W FOR 131.83' TO A POINT; N34°47'47"W FOR 86.65' TO A POINT; N23°46'48"W FOR 42.90'

TO A POINT; N23°46'48"W FOR 96.57’ TO A POINT; N31°18'40"W FOR 70.67’ TO A POINT; N35°15'22"W FOR 83.84’ TO A POINT; N05°15'52"W FOR 128.12’ TO A POINT; N12°14'34"W FOR 106.42’ TO A POINT; N51°34'26"W FOR 95.28’ TO A POINT; N39°12'55"W FOR 98.95’ TO A POINT; N36°01'34"W FOR 42.15’ TO A POINT; N34°31'58"W FOR 46.35’ TO A POINT; N16°20'52"E FOR 55.80’ TO A POINT; N37°16'22"E FOR 93.99’ TO A POINT; N22°55'31"E FOR 77.92’ TO A POINT; N33°45'43"E FOR 141.65’ TO A POINT; N22°04'28"E FOR 79.79’ TO A POINT; N17°35'20"W FOR 34.11’ TO A POINT; N45°17'43"W FOR 34.90’ TO A POINT; N09°20'23"W FOR 142.60’ TO A POINT; N04°42'42"W FOR 144.49’ TO A POINT; N17°48'17"W FOR 44.89’ TO A POINT; N41°57'45"W FOR 92.05’ TO A POINT; N27°57'39"W FOR 94.22’ TO A POINT; N35°49'01"W FOR 101.47’ TO A POINT; N29°03'29"W FOR 105.85’ TO A POINT; N30°20'29"W FOR 108.53’ TO A POINT; N42°26'50"W FOR 100.55’ TO A POINT; N34°58'10"W FOR 99.50’ TO A POINT; N16°51'27"W FOR 71.64’ TO A POINT; N03°49'18"W FOR 103.49’ TO A POINT; N17°43'29"W FOR 138.29’ TO A POINT; N43°22'00"W FOR 80.99’ TO A POINT; N30°17'03"W FOR 103.86’ TO A POINT; N40°12'09"W FOR 71.07’ TO A POINT;

THEN RUNNING ALONG THE RIGHT OF WAY OF SHELLY MULLIS ROAD ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 73.47', WITH A RADIUS OF 960.83', WITH A CHORD RUNNING N61°40'54"E, FOR 73.45', TO A POINT; THEN RUNNING N59°29'28"E FOR 21.16’ TO A POINT; THEN RUNNING ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 26.91', WITH A RADIUS OF 1036.76', WITH A CHORD RUNNING N58°44'51"E, FOR 26.91', TO A POINT; THEN RUNNING N31°59'46"W FOR 15.94’ TO A POINT; THEN WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 301.88', WITH A RADIUS OF 1020.81', WITH A CHORD RUNNING N49°31'55"E, FOR 300.79', TO A POINT; THEN RUNNING N48°56'24"W FOR 26.06’ TO A POINT; THEN WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 142.41', WITH A RADIUS OF 994.76', WITH A CHORD RUNNING N36°57'31"E, FOR 142.29', TO A POINT; THEN RUNNING N32°48'12"E FOR 490.10' TO A POINT; THEN RUNNING N32°48'12"E FOR 169.82' TO A POINT; THEN WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 842.84', WITH A RADIUS OF 1399.63', WITH A CHORD RUNNING N50°02'45"E, FOR 830.16', TO THE POINT OF BEGINNING.

THE DESCRIBED AREA CONTAINING 7,454,209.07 Sq.Ft. OR 171.125 Ac.

Exhibit B
Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Medium Density Residential (MDR) and Institutional (INS) zoning districts and shall be developed consistent with the provisions of the UDO as applicable for those districts.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Medium Density Residential (MDR) District and Institutional (INS) District as set forth in the UDO and not identified as being prohibited herein.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Medium Density Residential (MDR) District and Institutional (INS) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer dated March 3, 2021.
      ii. Developer will remit $25,000.00 to Union County, North Carolina in lieu of the traffic improvement identified in the TIA located in North Carolina.
      iii. Developer and County have agreed to pursue the Roundabout Traffic Improvement identified in Section 4.04 (c) of this Agreement in lieu of the traffic improvements identified in the TIA. If the Roundabout Agreement referenced in Section 4.04 (c) is not completed pursuant to the deadlines set forth therein, Developer shall construct those traffic improvements identified in the TIA (other than the Union County, NC improvements).
   b. Onsite Improvements:
      i. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.
      ii. *Traffic Calming:* None required
      iii. *Walkway Connections:* Developer shall construct and install a section of the Carolina Thread Trail as required by the UDO.

iv. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a sanitary sewer trunk line on the Property to serve the Property and stub to the Public Safety Tract in accordance with the provisions of Section 4.01 E (A)(4) above to provide sanitary sewer service to the Public Safety Tract. The trunk line will be dedicated to the Lancaster County Water and Sewer District.
7. *Public Safety Site*: Developer will perform the infrastructure installation and site preparation work as set forth in the Section 4.01E. Public Safety Facility
8. *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 Conceptual 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 Infrastructure and Regulation Committee after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.
    c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B -1
Conceptual Site Plan

Exhibit C

Development Schedule

Years	Residential
1	75 units
2	75 units
3	75 units
4	100 units
Total	325 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 325 residential units.

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, the list below sets forth the legal and equitable owner(s) of the Property, except to the extent that Developer has contractual rights to acquire the Property.

1. Owner: James and Barbara Wilson, LLC; Tax Map 0013-00-055.02
2. Owner: James and Barbara Wilson, LLC; Tax Map 0013-00-055.05
3. Owner: Wilson Acres, LLC; Tax Map 0013-00-055.06
4. Owner: Adele W. and Rayner Weir; Tax Map 0013-00-055.00
5. Owner: The Wilson Family Trust; Tax Map 0013-00-055.01
6. Owner: Johnnie H. McCord: Tax Map 0013-00-056.01

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

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

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

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

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* See Section 4.01. Developer agrees to comply with all applicable environmental laws.

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

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

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

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

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

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both.* See Section 3.01(B) and Exhibit E.

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

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

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

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

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

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

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

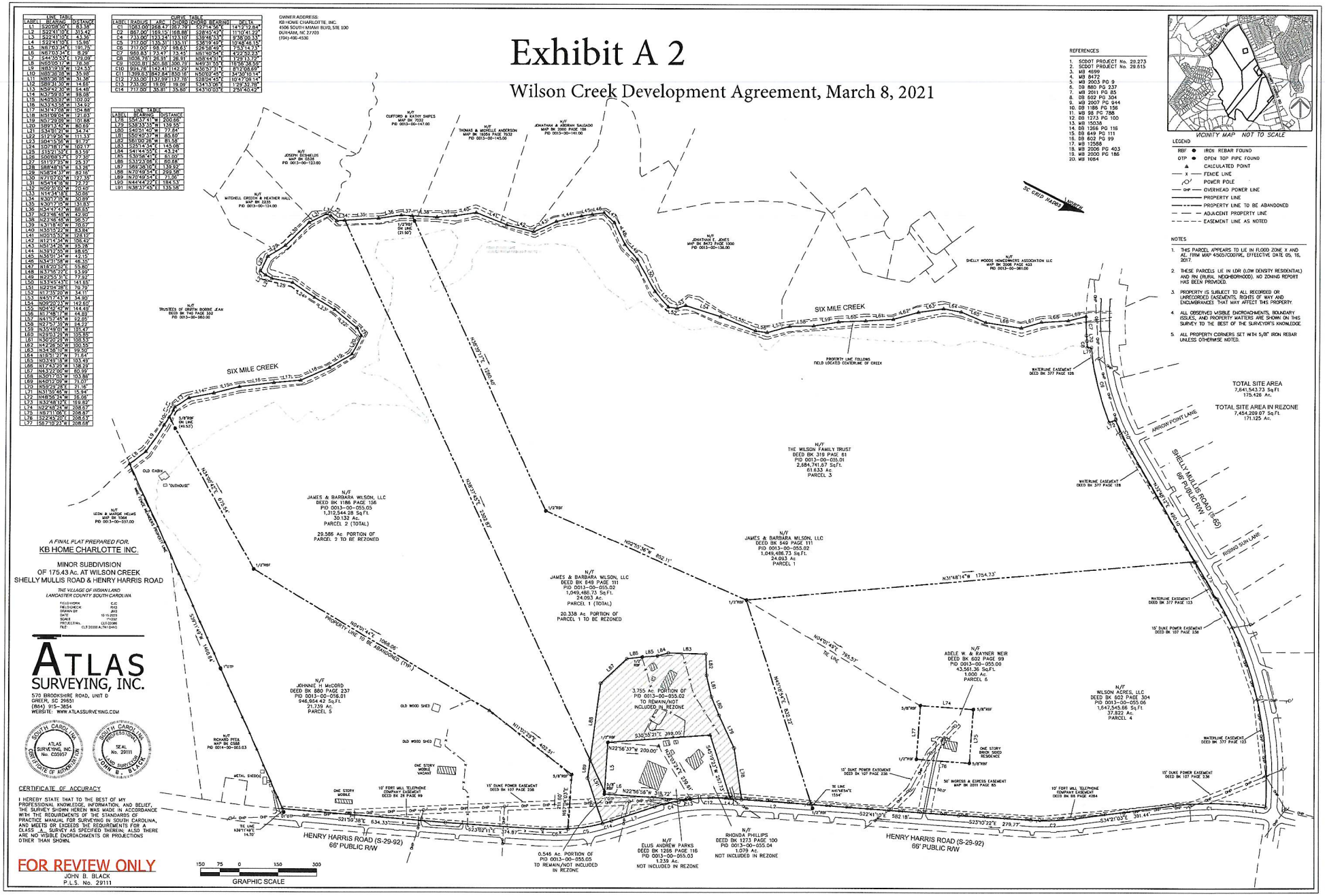
(U) *a provision addressing the conditions and procedures by which the agreement may be assigned.* See Section 1.09(B), Section 3.05 and Section 5.14.

Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2021-1701 zoning the Property Medium Density Residential (MDR) District.
2. Ordinance No. 2021-1702 zoning the Property Institutional (INS) District.
3. Ordinance No. 2021- 1703, approving this Development Agreement.
4. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
5. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
6. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
7. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

Exhibit F
Laws and Land Development Regulations

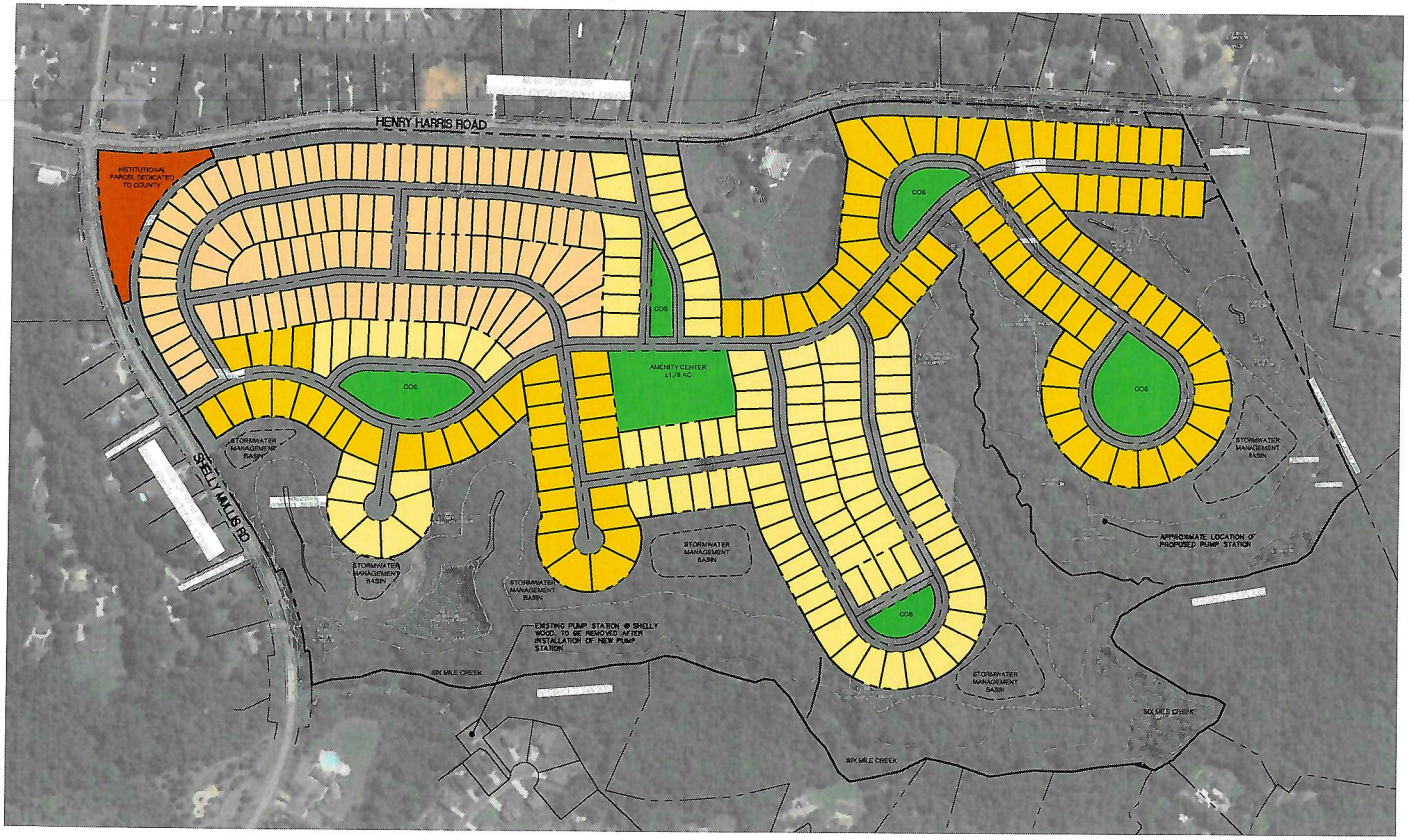
Prohibited Uses	UDO Section
Halfway House	5.2.5
Residential Care Facility	5.2.8
Indoor and Outdoor Kennels	5.4.3 and 5.4.4
Food truck (as a principal use)	5.5.3
Outdoor sales	5.5.5
Outdoor theater	5.5.13
Cemetery	5.6.1
Event venue	5.6.2
Surface Resource Extraction	5.9.7
Recycling Stations	5.9.8
Waste Collection	5.9.9



LINE TABLE		
LABEL	BEARING	DISTANCE
L1	S20°09'20"E	83.38'
L2	S22°41'05"E	315.42'
L3	S22°41'05"E	43.35'
L4	S22°41'05"E	13.28'
L5	N87°03'34"E	191.75'
L6	N87°03'34"E	8.00'
L7	S44°35'53"E	173.09'
L8	N65°08'17"W	78.36'
L9	N31°19'15"W	124.53'
L10	N65°26'08"W	35.98'
L11	N65°08'08"W	31.36'
L12	S88°31'50"W	14.85'
L13	N59°42'20"W	54.48'
L14	N37°59'07"W	98.08'
L15	N49°30'07"W	100.02'
L16	N33°43'58"W	134.92'
L17	N31°47'08"W	104.88'
L18	N31°09'04"W	121.03'
L19	N51°29'06"W	101.88'
L20	S89°13'47"W	80.69'
L21	S34°01'21"W	34.74'
L22	S31°29'36"W	111.33'
L23	S04°15'56"W	91.72'
L24	S01°18'07"W	102.17'
L25	S15°21'52"E	83.59'
L26	S00°08'57"E	97.30'
L27	S11°27'25"W	25.37'
L28	S84°48'18"W	53.00'
L29	N58°24'47"W	82.16'
L30	N71°07'02"W	127.35'
L31	N54°14'49"W	126.72'
L32	N09°31'02"W	20.40'
L33	N11°54'18"E	30.66'
L34	N30°17'15"W	50.89'
L35	N39°17'15"W	131.83'
L36	N34°43'47"W	88.65'
L37	N21°48'48"W	62.90'
L38	N23°48'48"W	98.57'
L39	N31°18'40"W	70.87'
L40	N35°13'22"W	83.84'
L41	N05°12'52"W	128.12'
L42	N12°14'34"W	106.42'
L43	N51°34'26"W	93.28'
L44	N39°12'55"W	98.05'
L45	N36°01'34"W	42.15'
L46	N34°15'58"W	46.06'
L47	N16°20'55"E	55.80'
L48	N37°59'22"E	53.99'
L49	N22°25'31"E	77.92'
L50	N33°45'43"E	141.93'
L51	N22°09'28"E	79.79'
L52	N17°45'20"W	34.11'
L53	N45°17'43"W	54.80'
L54	N09°20'23"W	142.60'
L55	N04°59'42"W	144.46'
L56	N17°48'17"W	44.83'
L57	N41°37'45"W	92.65'
L58	N27°57'35"W	64.72'
L59	N35°59'01"W	101.47'
L60	N29°03'49"W	103.89'
L61	N30°20'29"W	108.53'
L62	N42°26'40"W	100.05'
L63	N34°38'10"W	99.50'
L64	N18°51'27"W	71.64'
L65	N03°41'18"W	103.49'
L66	N17°43'29"W	138.29'
L67	N43°27'00"W	80.99'
L68	N39°17'01"W	103.86'
L69	N40°12'09"W	71.07'
L70	N59°12'18"E	71.35'
L71	N31°09'46"W	15.94'
L72	N48°56'24"W	35.08'
L73	N32°48'19"E	169.82'
L74	N22°48'24"W	208.67'
L75	N87°11'08"E	208.83'
L76	S22°43'20"E	208.53'
L77	S87°10'31"W	208.68'

CURVE TABLE					
LABEL	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	1063.00'	268.47'	267.79'	S27°14'56"E	14°12'54"
C2	867.00'	169.12'	168.88'	S28°43'42"E	11°10'41.22"
C4	733.00'	123.24'	123.10'	S38°46'13"E	9°38'00.33"
C5	717.00'	135.30'	135.11'	S36°19'49"E	10°48'46.15"
C6	717.00'	98.70'	98.63'	S26°58'49"E	7°53'14.73"
C7	1890.61'	73.47'	73.47'	S40°00'35"E	4°27'32.73"
C8	1058.76'	28.91'	28.91'	N58°44'51"E	1°33'43.72"
C9	1020.81'	301.86'	300.78'	N49°31'55"E	16°56'38.50"
C10	994.78'	142.41'	142.29'	N35°01'11"E	8°12'08.69"
C11	399.83'	842.84'	830.16'	N50°02'45"E	34°30'10.14"
C12	1233.00'	1137.89'	1137.76'	S28°24'45"E	10°47'09.14"
C13	733.00'	19.09'	19.09'	S34°13'06"E	1°29'52.78"
C14	717.00'	35.81'	35.80'	S43°10'03"E	2°51'40.49"

LINE TABLE		
LABEL	BEARING	DISTANCE
L78	N50°17'47"W	200.65'
L79	S38°31'10"W	139.25'
L80	S40°51'40"W	77.84'
L81	S50°49'10"W	83.60'
L82	S61°00'26"W	81.58'
L83	S29°14'33"E	143.08'
L84	S41°44'59"E	43.24'
L85	S30°08'41"E	51.00'
L86	S33°23'08"E	60.68'
L87	S69°38'10"E	139.92'
L88	N72°48'34"E	299.58'
L89	N72°48'34"E	71.06'
L90	N44°44'22"E	184.53'
L91	N38°37'45"E	135.58'

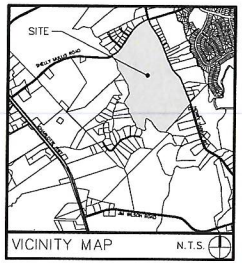


PARCEL	LAND USE	ZONING
00130-0A-001.00	QUALIFIED RESIDENTIAL	LDR
00130-0A-002.00	QUALIFIED RESIDENTIAL	LDR
00130-0A-010.00	QUALIFIED RESIDENTIAL	LDR
00130-0A-011.00	QUALIFIED RESIDENTIAL	LDR
00130-0A-012.00	QUALIFIED RESIDENTIAL	LDR
00130-0A-013.00	QUALIFIED RESIDENTIAL	LDR
00130-0A-018.00	QUALIFIED RESIDENTIAL	LDR
00130-0A-019.00	QUALIFIED RESIDENTIAL	LDR
00130-0A-020.00	QUALIFIED RESIDENTIAL	LDR
0013-00-054.00	EXEMPT	INS
0013-00-054.01	NON QUALIFIED COMMERCIAL	INS
00130-0B-001.00	QUALIFIED RESIDENTIAL	RN
00130-0B-002.00	QUALIFIED RESIDENTIAL	RN
00130-0B-003.00	QUALIFIED RESIDENTIAL	RN
00130-0B-004.00	QUALIFIED RESIDENTIAL	RN
00130-0B-005.00	QUALIFIED RESIDENTIAL	RN
00130-0B-006.00	QUALIFIED RESIDENTIAL	RN
00130-0B-007.60	LAND ONLY	RN
00130-0B-008.00	NON QUALIFIED RESIDENTIAL	RN
0013-00-056.04	QUALIFIED RESIDENTIAL	RN
0013-00-056.02	QUALIFIED RESIDENTIAL	RN
0013-00-696.07	NON QUALIFIED RESIDENTIAL	RN
0013-00-056.05	QUALIFIED RESIDENTIAL	RN
0013-00-056.06	QUALIFIED RESIDENTIAL	LDR
0015-00-056.00	QUALIFIED RESIDENTIAL	LDR
0014-00-002.00	QUALIFIED RESIDENTIAL	RN
0014-00-002.01	QUALIFIED RESIDENTIAL	LDR
0014-00-003.04	QUALIFIED RESIDENTIAL	LDR
0014-00-003.05	QUALIFIED RESIDENTIAL	LDR
0014-00-003.02	QUALIFIED MOBILE HOME	LDR
0014-00-004.00	QUALIFIED RESIDENTIAL	RN
0014-00-003.03	QUALIFIED RESIDENTIAL	RN
0013-00-057.00	QUALIFIED AGRICULTURE	RN
0013-00-060.00	QUALIFIED AGRICULTURE	LDR
0013-00-124.00	QUALIFIED RESIDENTIAL	LDR
0013-00-123.00	QUALIFIED RESIDENTIAL	LDR
0013-00-147.00	QUALIFIED RESIDENTIAL	LDR
0013-00-145.00	QUALIFIED RESIDENTIAL	LDR
0013-00-141.00	QUALIFIED RESIDENTIAL	LDR
0013-00-136.00	QUALIFIED RESIDENTIAL	LDR
0013-00-061.00	NON QUALIFIED COMMERCIAL	LDR

EXHIBIT B 1

Wilson Creek Development Agreement

March 8, 2021



SURVEY DISCLAIMER

INFORMATION PROVIDED FOR SKETCH PLAN IS BASED ON AVAILABLE LANCASTER COUNTY GIS.

DEVELOPMENT SUMMARY

SITE ACREAGE:	171.13 ACRES (TOTAL ACREAGE)
TAX PARCEL:	0013-00-055.06 (LDR) 0013-00-055.00 (LDR) 0013-00-055.01 (RN) 0013-00-056.01 (RN) 0013-00-055.02 (LDR) 0013-00-055.05 (LDR)
EXISTING ZONING:	LOW DENSITY RESIDENTIAL (LDR) RURAL NEIGHBORHOOD (RN)
PROPOSED ZONING	169.07 AC: MEDIUM DENSITY RESIDENTIAL (MDR) [CAROLINA HEELSPLITTER & CAROLINA THREAD TRAIL OVERLAY] 2.06 AC: INSTITUTIONAL
EXISTING USE:	VACANT/SINGLE FAMILY
PROPOSED USE:	SINGLE FAMILY
ALLOWABLE DENSITY:	2.50 DUA
PROPOSED DENSITY:	1.90 DUA
REQUIRED CONNECTIVITY INDEX:	1.30 MIN
DESIGNED CONNECTIVITY INDEX:	1.52 32 SEGMENT 21 NODES
LOT COUNT:	325 LOTS PROPOSED
55' LOT –	105 LOTS (32%)
65' LOT –	111 LOTS (34%)
75' LOT –	109 LOTS (34%)
MAX. BUILDING HT:	AS ALLOWED BY THE ORDINANCE
LOT RANGES:	55' WIDTH X 130' DEPTH 65' WIDTH X 130' DEPTH 75' WIDTH X 130' DEPTH
FRONT SETBACK:	20'
REAR SETBACK:	30'
CORNER SETBACK:	15'
SIDE SETBACK:	7.5'
BUILDING SEPARATION:	10' REQUIRED (MIN.)
OPEN SPACE:	TOTAL OPEN SPACE SET ASIDE = [(TOTAL PARCEL (TP) – PRIMARY CONSERVATION (PC)) X OPEN SPACE PERCENTAGE (OSP)] + PRIMARY CONSERVATION
TP –	171.13 TOTAL SITE ACRES
PC –	9.60 ACRES PRIMARY CONSERVATION
OSP –	25% OPEN SPACE PERCENTAGE
REQUIRED O.S:	42.78 AC (25%)
PROVIDED O.S:	78.70 AC (46%)

NOTE: FUTURE AMENITY STRUCTURES SHALL NOT COUNT TOWARD REQUIRED OPEN SPACE, PER ORDINANCE.

TOTAL LOT COUNT (325)

	105 OF 55' LOT	32%
	111 OF 65' LOT	34%
	109 OF 75' LOT	34%

ColeJenest & Stone

Shaping the Environment
Realizing the Possibilities

Land Planning
+
Landscape Architecture
+
Civil Engineering
+
Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202

ph 704 376 1555 fx 704 376 7851
url+ www.colejenestatone.com

BAYARD DEVELOPMENT
1108 INDUSTRIAL DRIVE
MATTHEWS, NC 28105

INDIAN LAND SINGLE FAMILY

8309 HENRY HARRIS ROAD

SKETCH PLAN SITE PLAN

Project No.
4717

Issued
01/28/2021

Revised

SCALE: 1"=200'
0 100' 200' 400'

SP-000

The drawings, the project manual and the design shown thereon are instruments of ColeJenest & Stone, P.A.. The reproduction or unauthorized use of the documents without consent of ColeJenest & Stone, P.A. is prohibited.
ColeJenest & Stone, P.A. 2021 ©

----------(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 8th day of March, 2021 ("Agreement Date"), by and among Provident Bayard, LLC, a North Carolina limited liability company ("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 right to acquire certain real property consisting of approximately 175 acres, more or less, located in the County and known as Wilson Creek development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that the Property be developed under the Cluster Subdivision Overlay District provisions for the Medium Density Residential (MDR) District;

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

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be zoned Medium Density Residential (MDR) 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 March 8, 2021.

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

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

(5) "Developer" means Provident Bayard, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(7) "Laws and Land Development Regulations" means the County's current applicable rules and regulations governing development of real property in force and effect as of the Agreement Date, including the UDO as amended through the Agreement Date, as set forth on Exhibit "E" hereto.

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

(9) "Ordinance No. 2021-1701" means Ordinance No. 2021-1701 of the County, zoning the Property Medium Density Residential (MDR) District, a copy of which is attached hereto as Exhibit H.

(10) "Ordinance No. 2021-1702" means Ordinance No. 2021-1702 of the County, zoning the Public Facility Site portion of the Property Institutional (INS) District, a copy of which is attached hereto as Exhibit I.

(10) "Ordinance No. 2021-1703" means Ordinance No. 2021-1703 of the County approving this Agreement, a copy of which is attached hereto as Exhibit J.

(11) "Parties" means County and Developer.

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

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

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

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

Section 1.04. Property. This Agreement applies to six parcels of land identified as Tax Map Nos 0013-00-055.02 (portion of), 0013-00-055.05 (portion of), 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, and 0013-00-056.01 and is reflected in Exhibit A-1 (legal descriptions) and A-2 (survey) attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.05. Zoning. The Property is currently zoned Low Density Residential (LDR) and Rural Neighborhood (RN) and is anticipated to be rezoned Medium Density Residential (MDR) pursuant to Ordinance No. 2021-1701, with a portion rezoned Institutional District (INS) pursuant to Ordinance 2021-1702.

Section 1.06. Development Program.

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

(B) All lots for the Development must meet all standards contained in the most current version of the UDO as of the Agreement Date, unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO that are effective as of the Agreement Date of this Agreement and this Agreement, the terms of the UDO control. The Development Program is set forth in Exhibit 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 when Developer acquires title to or development rights for the Property, and (*ii*) will develop the Property in accordance with the terms and conditions of this Agreement.

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

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit 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. 2021-1703 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. 2021-1703 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five and that the highlands equal 162 acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021-1701 and Ordinance 2021-1702, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

(E) The Developer acknowledges that performance 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. Nothing in this section modifies the warranty requirements of Section 6.9.3 of the UDO or the performance requirements of Section 8.4.3.A.4 of the UDO.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as Sections 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act. 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. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth in this Agreement.

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

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

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

Section 3.04. Development Permits.

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

(1) Preliminary plan approval
(2) Civil Plan approval;
(3) Final plat approval;
(4) Zoning permits;
(5) Building permits; and
(6) Sign permits.
(8) Carolina Heelsplitter mitigation program

(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. This provision does not apply to the purchaser or other successor in title to the 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.
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. Any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article.

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

Section 4.01A. Payment for School District.

Developer 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 4.01B. Funds for Public Safety.

Developer agrees to pay Lancaster County Two Thousand One Hundred Eighty ($2,180.00) per anticipated housing unit and that payment 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, and emergency medical services in the panhandle area of Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

Section 4.01C. Public Safety or Fire District.

Not Applicable. The Development will be located within an already established Fire District.

Section 4.01D. Fee Schedule Annual Update.

The developer fees set forth in Section 4.01A, 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. Public Safety Facility.

(A) Developer agrees to donate to County approximately 2.0 acres of land located at the intersection of Henry Harris Road and Shelley Mullis Road, as further identified on Exhibit F (the "Public Safety Tract"), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. Developer will provide the Public Safety Tract in a partially improved condition as set forth herein:

(1) Grading- Developer will grade and stabilize the site in connection with its mass grading efforts for the development. The finish elevation will be on grade with Henry Harris Road and Shelly Mullis Road for ease of access for public safety equipment including, but not limited to, fire apparatus. If fill material is required, suitable soil must be used and compacted in a pad ready state. Once the grade is correct, it should be stabilized by grassing. The final contours of the site will have positive drainage and a seamless integration with the new contours of the neighborhood. (No adjoining retaining walls, stockpiles, etc.)

(2) Stormwater- Developer will include the improvement and future impervious use at this site in the neighborhood's overall Best Management Practices (BMP) to eliminate the need for County to construct a detention basin and water quality infrastructure on the site when the public facility is built. A stormwater manhole and easement will be provided so that County may route stormwater piping into the neighborhood's stormwater system in the future without disturbing off site properties.

(3) Water- Developer will provide onsite access to a water line that is at least 6" in diameter and any easement as may be necessary for County to access water infrastructure on Developer's property.

(4) Sanitary Sewer- Developer will make provision for a manhole at a lower elevation on the site such that County will not need a sewer pump for future connection from the site to the development's sanitary sewer system. Developer will grant a sewer easement to County so that County may tie into Developer's sanitary sewer system.

Developer shall provide the land to the County at no cost to the County. The conveyance of the Public Safety Tract to County shall occur the later of either October 1, 2021 or the date that is thirty (30) days following the date Developer has completed the grading work, stormwater improvements, and the water and sewer connections to the Public Safety Tract. Developer shall convey fee simple insurable title to the Public Safety Tract to the County by way of a special warranty deed, subject to all easements, restrictions, rights of way and other matters of record reflected on the title policy issued in favor of a Developer for the Property that includes the Public Safety Tract, and further, Developer may include a deed restriction on the use of the Public Safety Tract for public safety or other permitted public use only. As used herein, fee simple insurable title is title that may be insured by a South Carolina licensed title insurance underwriter at its regular rates and subject to its standard exceptions. Developer shall pay for the costs incurred to subdivide the Public Safety Tract from the Property, prepare the special warranty deed and to record the special warranty deed conveying the Public Safety Tract to the County. Prior to the conveyance of the Public Safety Tract, Developer agrees that County shall have reasonable access to the Public

Safety Tract to inspect and conduct such non-invasive studies and geotechnical reports regarding the Public Safety Tract as County finds necessary. Developer agrees to provide county access to, and copies of, all design and survey information in CAD format and all environmental, geotechnical, and other reconstruction related testing reports for the Public Safety Tract as soon as such reports become available to Developer. As set forth herein, Developer shall provide water and sewer connections to the Public Safety Tract prior to conveying the Public Safety Tract to County.

(B) Developer is donating the Public Safety Tract to the County for use as a site for the location of a facility to be used for public safety purposes, such as emergency medical, fire or law enforcement, or any other public purpose use permitted in the INS zoning district if the County determines that a public safety use is not warranted for the Public Safety Tract; provided that the uses listed on Exhibit G attached hereto and any other uses that are not compatible with residential uses shall not be permitted on the Public Safety Tract.

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 (TIA) 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 TIA, 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 TIA 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 TIA at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the TIA, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the TIA 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.

(c) Roundabout Traffic Improvement. County has requested that Developer install a roundabout road improvement (" Roundabout") at the intersection of Shelley Mullis and Henry Harris Road in substantial conformity to the drawing attached hereto and incorporated herein as Exhibit "F". Developer agrees, in principle, to install the Roundabout subject to Developer being relieved of certain delineated traffic improvements identified in the TIA. Lennar Corporation ("Lennar") has agreed in principle to provide funds equivalent to its budgeted traffic improvements for the Shelley Mullis and Henry Harris Road intersection identified in the TIA for Lennar's Harris Mill Development. County has agreed in principle to contribute the developer fee that will be paid by Lennar in connection with the bond issuance for the Harris Mill Residential Improvement District. County further agrees to exercise its condemnation authority to acquire right of way for the Roundabout if Developer is incapable of acquiring right of way after exhaustion of reasonable efforts. Developer agrees to reimburse County its reasonable attorney fees and cost as well as any payment made to, or trial verdict award to, landowner(s) of any condemned parcel. The reimbursement obligation applies to settlements with the landowner(s) and any trial verdict whether such verdict results from a non-jury or jury proceeding. The reimbursement payments shall be made on or before June 30, 2022, unless acquisition efforts remain outstanding. If the reimbursement amount for acquisitions cannot be determined with certainty on June 30, 2022, Developer will pay the acquisition reimbursements amount outstanding on June 30, 2022 and the balance of the acquisition reimbursement after acquisitions have been finalized. County and Developer will cooperate in preparation of a separate written instrument establishing the

agreement concerning the Roundabout (Roundabout Agreement) and the obligations and rights of County, Developer, Lennar, and potentially South Carolina Department of Transportation (SCDOT). Developer shall oversee and be responsible for all design and construction activity associated with the Roundabout and all costs associated with the Roundabout except as otherwise qualified herein or as set forth in the Roundabout Agreement. If the Roundabout Agreement proves impractical or lacks participation of parties that County deems necessary parties to the Roundabout Agreement, then the Developer shall construct the road improvements identified in the TIA. If the Roundabout Agreement is not finalized and executed by all necessary parties on or before September 1, 2021, or some later date by mutual consent and agreement of all necessary parties, the Developer shall construct the road improvements identified in the TIA. Consent to an extension of time to complete the Roundabout Agreement shall not be unreasonably withheld by County or Developer.

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

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

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

(E) Fire Services. The Property is located in the Indian Land Fire Department service area and fire services will be provided by the Indian Land Fire Department, or its successor entities. Developer acknowledges that the Indian Land Fire Department provides services by the use of volunteers.

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Provident Bayard, LLC
Attn: Kenneth Holbrooks
1108 Industrial Dr
Matthews, NC 28105

With a Copy to: Richard Kline, Attorney
215 S. Main St, Ste 301 (overnight)
PO Box 1508 (mail)
Davidson, NC 28036

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity (*i*) to

rebut the finding and determination, or (*ii*) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

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

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

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

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

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

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

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

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

addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

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

Section 5.14. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

(B) The Parties agree that the jurisdiction and venue for disputes relating to this Agreement is Lancaster County, South Carolina which is within the Sixth (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., June 30, 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:

Provident Bayard, LLC
a North Carolina limited liability company

By: _____
Name:
Title:
Date: _____

By: _____
Name:
Title:
Date: _____

WITNESSES:

_____

_____

_____

_____

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Date: _____

By: _____
Billy Mosteller, Secretary, County Council

Date: _____

STATE OF _____)
) PROBATE
COUNTY OF _____)

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

_____
First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2021

_____
Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires:_____

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-1

LEGAL DESCRIPTION – TOTAL TRACT

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF SHELLY MULLIS ROAD AND THE WESTERN RIGHT OF WAY OF HENRY HARRIS ROAD; THEN RUNNING S20°08'50"E FOR 83.38' TO A POINT; THEN RUNNING ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 268.47', WITH A RADIUS OF 1083.00', WITH A CHORD RUNNING S27°14'56"E, FOR 267.79', TO A POINT; THEN RUNNING S34°21'03"E FOR 391.44' TO A POINT; THEN RUNNING ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 169.15', WITH A RADIUS OF 867.00', WITH A CHORD RUNNING S28°45'42"E, FOR 168.88', TO A POINT; THEN RUNNING S23°10'22"E FOR 279.77' TO A POINT; THEN RUNNING S22°41'10"E FOR 582.18' TO A POINT; THEN RUNNING S22°41'10"E FOR 272.06' TO A POINT; THEN RUNNING S54°37'41"W FOR 200.66' TO A POINT; THEN RUNNING S38°33'35"W FOR 139.55' TO A POINT; THEN RUNNING S40°51'40"W FOR 77.84' TO A POINT; THEN RUNNING S50°40'37"W FOR 85.60' TO A POINT; THEN RUNNING S61°00'26"W FOR 81.58' TO A POINT; THEN RUNNING S25°14'34"E FOR 145.08' TO A POINT; THEN RUNNING S41°44'55"E FOR 43.24' TO A POINT; THEN RUNNING S30°56'41"E FOR 61.00' TO A 1/2" REBAR FOUND; THEN RUNNING S33°23'06"E FOR 60.68' TO A POINT; THEN RUNNING S69°38'10"E FOR 139.92' TO A POINT; THEN RUNNING N70°49'54"E FOR 299.58' TO A POINT; THEN RUNNING N70°49'54"E FOR 71.06' TO A POINT; THEN RUNNING N44°44'22"E FOR 184.53' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 135.31', WITH A RADIUS OF 717.00', WITH A CHORD RUNNING S36°19'49"E, FOR 135.11', TO A POINT; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 98.70', WITH A RADIUS OF 717.00', WITH A CHORD RUNNING S26°58'49"E, FOR 98.63', TO A POINT; THEN RUNNING S23°02'11"E FOR 374.87'TO A POINT; THEN RUNNING S21°59'38"E FOR 634.33'TO A POINT; THEN RUNNING S39°11'49"W FOR 1460.84' TO A POINT IN THE CENTER OF SIX MILE CREEK; THEN RUNNING ALONG SAID CREEK FOR THE FOLLOWING COURSES:

N65°05'17"W FOR 78.38' TO A POINT; N83°19'19"W FOR 124.53' TO A POINT; N85°36'08"W FOR 35.98' TO A POINT; N85°36'08"W FOR 31.38' TO A POINT; S89°31'30"W FOR 14.66' TO A POINT; N59°42'30"W FOR 64.48' TO A POINT; N37°59'03"W FOR 98.08' TO A POINT; N40°55'07"W FOR 102.02' TO A POINT; N33°43'58"W FOR 134.92' TO A POINT; N31°47'08"W FOR 104.88' TO A POINT; N51°09'04"W FOR 121.03' TO A POINT; N57°29'09"W FOR 101.88' TO A POINT; S89°13'42"W FOR 80.69' TO A POINT; S34°01'21"W FOR 34.74' TO A POINT; S12°19'56"W FOR 111.33' TO A POINT; S04°15'56"W FOR 91.72' TO A POINT; S07°18'17"W FOR 102.17' TO A POINT; S15°21'52"E FOR 83.59' TO A POINT; S00°08'57"E FOR 27.30' TO A POINT; S11°27'25"W FOR 25.37' TO A POINT; S88°48'16"W FOR 63.26' TO A POINT; N58°24'37"W FOR 82.16' TO A POINT; N71°07'02"W FOR 127.35' TO A POINT; N54°14'16"W FOR 72.72' TO A POINT; N09°31'02"W FOR 20.40' TO A POINT; N14°34'18"E FOR 30.06' TO A POINT; N30°17'15"W FOR 30.89' TO A POINT; N30°17'15"W FOR 131.83' TO A POINT; N34°47'47"W FOR 86.65' TO A POINT; N23°46'48"W FOR 42.90'

TO A POINT; N23°46'48"W FOR 96.57’ TO A POINT; N31°18'40"W FOR 70.67’ TO A POINT; N35°15'22"W FOR 83.84’ TO A POINT; N05°15'52"W FOR 128.12’ TO A POINT; N12°14'34"W FOR 106.42’ TO A POINT; N51°34'26"W FOR 95.28’ TO A POINT; N39°12'55"W FOR 98.95’ TO A POINT; N36°01'34"W FOR 42.15’ TO A POINT; N34°31'58"W FOR 46.35’ TO A POINT; N16°20'52"E FOR 55.80’ TO A POINT; N37°16'22"E FOR 93.99’ TO A POINT; N22°55'31"E FOR 77.92’ TO A POINT; N33°45'43"E FOR 141.65’ TO A POINT; N22°04'28"E FOR 79.79’ TO A POINT; N17°35'20"W FOR 34.11’ TO A POINT; N45°17'43"W FOR 34.90’ TO A POINT; N09°20'23"W FOR 142.60’ TO A POINT; N04°42'42"W FOR 144.49’ TO A POINT; N17°48'17"W FOR 44.89’ TO A POINT; N41°57'45"W FOR 92.05’ TO A POINT; N27°57'39"W FOR 94.22’ TO A POINT; N35°49'01"W FOR 101.47’ TO A POINT; N29°03'29"W FOR 105.85’ TO A POINT; N30°20'29"W FOR 108.53’ TO A POINT; N42°26'50"W FOR 100.55’ TO A POINT; N34°58'10"W FOR 99.50’ TO A POINT; N16°51'27"W FOR 71.64’ TO A POINT; N03°49'18"W FOR 103.49’ TO A POINT; N17°43'29"W FOR 138.29’ TO A POINT; N43°22'00"W FOR 80.99’ TO A POINT; N30°17'03"W FOR 103.86’ TO A POINT; N40°12'09"W FOR 71.07’ TO A POINT;

THEN RUNNING ALONG THE RIGHT OF WAY OF SHELLY MULLIS ROAD ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 73.47', WITH A RADIUS OF 960.83', WITH A CHORD RUNNING N61°40'54"E, FOR 73.45', TO A POINT; THEN RUNNING N59°29'28"E FOR 21.16’ TO A POINT; THEN RUNNING ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 26.91', WITH A RADIUS OF 1036.76', WITH A CHORD RUNNING N58°44'51"E, FOR 26.91', TO A POINT; THEN RUNNING N31°59'46"W FOR 15.94’ TO A POINT; THEN WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 301.88', WITH A RADIUS OF 1020.81', WITH A CHORD RUNNING N49°31'55"E, FOR 300.79', TO A POINT; THEN RUNNING N48°56'24"W FOR 26.06’ TO A POINT; THEN WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 142.41', WITH A RADIUS OF 994.76', WITH A CHORD RUNNING N36°57'31"E, FOR 142.29', TO A POINT; THEN RUNNING N32°48'12"E FOR 490.10' TO A POINT; THEN RUNNING N32°48'12"E FOR 169.82' TO A POINT; THEN WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 842.84', WITH A RADIUS OF 1399.63', WITH A CHORD RUNNING N50°02'45"E, FOR 830.16', TO THE POINT OF BEGINNING.

THE DESCRIBED AREA CONTAINING 7,454,209.07 Sq.Ft. OR 171.125 Ac.

Exhibit A-2
Survey

Exhibit B
Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Medium Density Residential (MDR) and Institutional (INS) zoning districts and shall be developed consistent with the provisions of the UDO as applicable for those districts.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Medium Density Residential (MDR) District and Institutional (INS) District as set forth in the UDO and not identified as being prohibited herein.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Medium Density Residential (MDR) District and Institutional (INS) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer dated March 3, 2021.
      ii. Developer will remit $25,000.00 to Union County, North Carolina in lieu of the traffic improvement identified in the TIA located in North Carolina.
      iii. Developer and County have agreed to pursue the Roundabout Traffic Improvement identified in Section 4.04 (c) of this Agreement in lieu of the traffic improvements identified in the TIA. If the Roundabout Agreement referenced in Section 4.04 (c) is not completed pursuant to the deadlines set forth therein, Developer shall construct those traffic improvements identified in the TIA (other than the Union County, NC improvements).
   b. Onsite Improvements:
      i. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.
      ii. *Traffic Calming:* None required

iii. *Walkway Connections:* Developer shall construct and install a section of the Carolina Thread Trail as required by the UDO.
iv. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a sanitary sewer trunk line on the Property to serve the Property and stub to the Public Safety Tract in accordance with the provisions of Section 4.01 E (A)(4) above to provide sanitary sewer service to the Public Safety Tract. The trunk line will be dedicated to the Lancaster County Water and Sewer District.
7. *Public Safety Site*: Developer will perform the infrastructure installation and site preparation work as set forth in the Section 4.01E. Public Safety Facility
8. *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 Conceptual 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 Infrastructure and Regulation Committee 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	75 units
2	75 units
3	75 units
4	100 units
Total	325 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 325 residential units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, the list below sets forth the legal and equitable owner(s) of the Property, except to the extent that Developer has contractual rights to acquire the Property.

1. Owner: James and Barbara Wilson, LLC; Tax Map 0013-00-055.02
2. Owner: James and Barbara Wilson, LLC; Tax Map 0013-00-055.05
3. Owner: Wilson Acres, LLC; Tax Map 0013-00-055.06
4. Owner: Adele W. and Rayner Weir; Tax Map 0013-00-055.00
5. Owner: The Wilson Family Trust; Tax Map 0013-00-055.01
6. Owner: Johnnie H. McCord: Tax Map 0013-00-056.01

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

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

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

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

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* See Section 4.01. Developer agrees to comply with all applicable environmental laws.

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

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

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

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

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

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both.* See Section 3.01(B) and Exhibit E.

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

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

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

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

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

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

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

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

Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2021-1701 zoning the Property Medium Density Residential (MDR) District.
2. Ordinance No. 2021-1702 zoning the Property Institutional (INS) District.
3. Ordinance No. 2021- 1703, approving this Development Agreement.
4. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
5. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
6. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
7. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

Exhibit F
Laws and Land Development Regulations

Prohibited Uses	UDO Section
Halfway House	5.2.5
Residential Care Facility	5.2.8
Indoor and Outdoor Kennels	5.4.3 and 5.4.4
Food truck (as a principal use)	5.5.3
Outdoor sales	5.5.5
Outdoor theater	5.5.13
Cemetery	5.6.1
Event venue	5.6.2
Surface Resource Extraction	5.9.7
Recycling Stations	5.9.8
Waste Collection	5.9.9

Lancaster County
South Carolina

Case No. DA-020-2054
Staff Report to County Council
Meeting Date: February 8, 2021

ROPOSAL:	Request to rezone: 1) Approximately 18.28 acres of property (TM# 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05) to Medium Density Residential (MDR) District under the Cluster Subdivision Overlay District provisions for the MDR District, and 2) Approximately 2.04 acres of property (TM# 0013-00-055.06) to Institutional (INS)
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Provident Bayard, LLC has requested to rezone a total of 171.13 acres. Application RZ-020-2054 is a request to rezone 169.07 Medium Density Residential (MDR) District. The intent is to build an approximately 325 lot single-family residential subdivision. Application RZ-020-2569 is a request to rezone 2.06 acres to Institutional (INS) District. The intent of this request is to provide land to Lancaster County for future public use, which could include emergency services facilities or park and recreation uses.

The applicant intends on developing the property with the Cluster Subdivision Overlay District provisions associated with the MDR District. Section 9.2.18 of the UDO requires Development Agreements (DA) when utilizing the Cluster Subdivision Overlay District. *See attached Draft Development Agreement.* The DA will also include the land requested to be zoned INS District. The applicant submitted the required DA enclosed with this memo as well as an overview letter. The DA reflects the requirements of Section 9.2.18 including, but not limited to: legal description, description of uses, traffic impact analysis (TIA) and reservation of public land.

The TIA was submitted to the Planning Department on December 8, 2020. Infrastructure Consulting and Engineering (ICE) provided comments on behalf of Lancaster County on January 7, while the SCDOT provided comments on January 19. Review comments and suggested improvements can be found on page 2 of the ICE comments and both pages of the SCDOT comments (*see attachments*). Most notably, a roundabout is recommended by the SCDOT at the intersection of Shelley Mullis and Henry Harris Roads.

PRIOR ACTIONS:

The Development Agreement was reviewed by the Planning Commission at their meeting on November 17, 2020, where the Commission recommended approval by a vote of 6-1.

The applicant met with the Infrastructure & Regulation (I & R) Committee on December 15, 2020 and January 26, 2021 to discuss terms of the Development Agreement. The I & R Committee recommended approval to County Council by a vote of 2-1, with the need to address some outstanding items, including a school fee and rooftop fee escalators.

COMMUNITY FACILITY NEEDS:

As part of the review of this Development Agreement, Staff believes there is an opportunity to provide services for future needs of the community. The actual use can be determined in the future, but a potential fire station has been identified as need within the area. The applicant has requested to rezone

2.06 acres at the intersection of Shelley Mullis and Henry Harris Roads to Institutional, which could be dedicated to Lancaster County.

The applicant has indicated their willingness to prepare the 2.06 acre parcel for early development by grading the site and extending utilities.

DEVELOPMENT AGREEMENT TERMS:

The applicant discussed the items below with the I & R Committee. A general consensus was reached between the applicant and two of the three members of the Committee. However, rooftop fee escalators and a school impact fee are still outstanding.

1. Rooftop Fee: $2,180 to be paid per lot with individual building permits.
2. In lieu of an additional $320 payment toward "public safety personnel costs", applicant will contribute $99,840 toward the construction of a roundabout. That amount is $320 x 312 lots. The amount would be adjusted to reflect the number of lots on final preliminary plat.
3. Agreement from Lennar Homes to contribute cash-in-lieu of the improvement they are required to make.
4. Earmark approximately $320,000, or the 4% from the RID tax district being formed for the Lennar Homes Harris Mill community for the roundabout.
5. Road improvements agreed upon by the applicant would include recommended turn lanes at project entrances for Wilson Creek.
6. Lancaster County or SCDOT would handle acquisition of right-of-way for the roundabout, including condemnation if required.
7. Provident Bayard, LLC will take the lead role in the construction of the roundabout and would be responsible for costs that exceed the funds available from items 2, 3 and 4 above.
8. Lancaster County would take the lead on the preparation of a tri-party agreement between the Lancaster County, Lennar Homes and Provident Bayard, LLC (or four party agreement if SCDOT is required to be included).

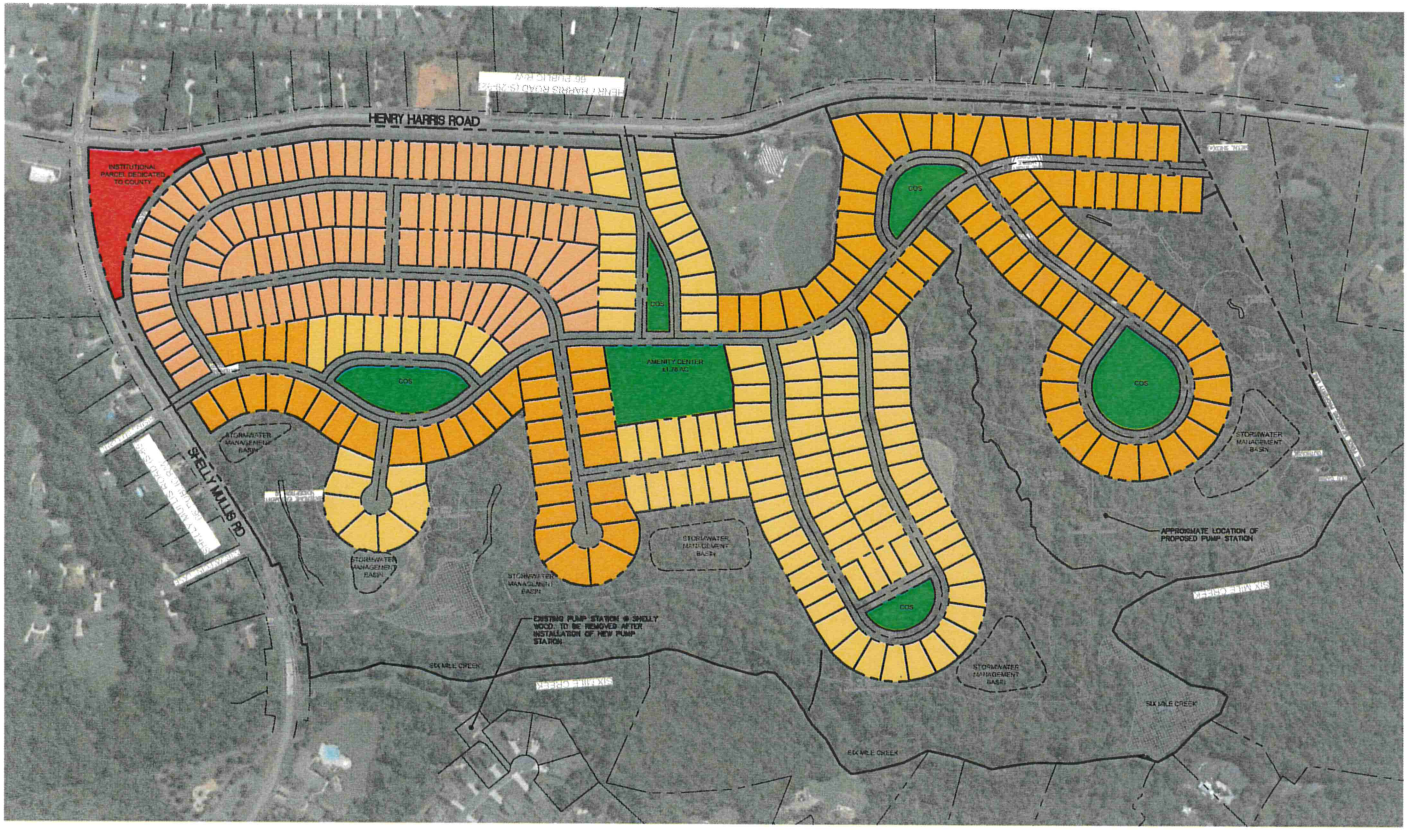
In addition to the items listed above, the applicant has agreed to donate 2.06 acres of land to Lancaster County.

ATTACHMENTS:

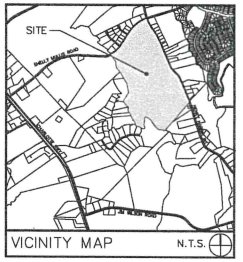
1. Draft Development Agreement
2. Concept Plan
3. TIA Documents

STAFF CONTACT:

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



PARCEL	LAND USE	ZONING
0013D-0A-001.00	QUALIFIED RESIDENTIAL	LDR
0013D-0A-002.00	QUALIFIED RESIDENTIAL	LDR
0013D-0A-010.00	QUALIFIED RESIDENTIAL	LDR
0013D-0A-011.00	QUALIFIED RESIDENTIAL	LDR
0013D-0A-012.00	QUALIFIED RESIDENTIAL	LDR
0013D-0A-013.00	QUALIFIED RESIDENTIAL	LDR
0013D-0A-018.00	QUALIFIED RESIDENTIAL	LDR
0013D-0A-019.00	QUALIFIED RESIDENTIAL	LDR
0013D-0A-029.00	QUALIFIED RESIDENTIAL	LDR
0013-00-054.00	EXEMPT	INS
0013-00-054.01	NON QUALIFIED COMMERCIAL	INS
0013D-0B-001.00	QUALIFIED RESIDENTIAL	RN
0013D-0B-002.00	QUALIFIED RESIDENTIAL	RN
0013D-0B-003.00	QUALIFIED RESIDENTIAL	RN
0013D-0B-004.00	QUALIFIED RESIDENTIAL	RN
0013D-0B-005.00	QUALIFIED RESIDENTIAL	RN
0013D-0B-006.00	QUALIFIED RESIDENTIAL	RN
0013D-0B-007.00	LAND ONLY	RN
0013D-0B-008.00	NON QUALIFIED RESIDENTIAL	RN
0013-00-058.04	QUALIFIED RESIDENTIAL	RN
0013-00-058.02	QUALIFIED RESIDENTIAL	RN
0013-00-058.07	NON QUALIFIED RESIDENTIAL	RN
0013-00-056.05	QUALIFIED RESIDENTIAL	RN
0013-00-056.06	QUALIFIED RESIDENTIAL	LDR
0013-00-056.00	QUALIFIED RESIDENTIAL	LDR
0014-00-002.00	QUALIFIED RESIDENTIAL	RN
0014-00-002.01	QUALIFIED RESIDENTIAL	LDR
0014-00-003.04	QUALIFIED RESIDENTIAL	LDR
0014-00-003.05	QUALIFIED RESIDENTIAL	LDR
0014-00-003.02	QUALIFIED MOBILE HOME	LDR
0014-00-004.00	QUALIFIED RESIDENTIAL	RN
0014-00-003.03	QUALIFIED RESIDENTIAL	RN
0013-00-057.00	QUALIFIED AGRICULTURE	RN
0013-00-060.05	QUALIFIED AGRICULTURE	LDR
0013-00-124.00	QUALIFIED RESIDENTIAL	LDR
0013-00-123.00	QUALIFIED RESIDENTIAL	LDR
0013-00-147.00	QUALIFIED RESIDENTIAL	LDR
0013-00-145.00	QUALIFIED RESIDENTIAL	LDR
0013-00-141.00	QUALIFIED RESIDENTIAL	LDR
0013-00-136.00	QUALIFIED RESIDENTIAL	LDR
0013-00-061.00	NON QUALIFIED COMMERCIAL	LDR



SURVEY DISCLAIMER

INFORMATION PROVIDED FOR SKETCH PLAN IS BASED ON AVAILABLE LANCASTER COUNTY GIS.

DEVELOPMENT SUMMARY

SITE ACREAGE:	171.13 ACRES (TOTAL ACREAGE)
TAX PARCEL:	0013-00-055.06 (LDR) 0013-00-055.00 (LDR) 0013-00-055.01 (RN) 0013-00-056.01 (RN) 0013-00-055.02 (LDR) 0013-00-055.05 (LDR)
EXISTING ZONING:	LOW DENSITY RESIDENTIAL (LDR) RURAL NEIGHBORHOOD (RN)
PROPOSED ZONING	169.07 AC: MEDIUM DENSITY RESIDENTIAL (MDR) [CAROLINA HEELSPLITTER & CAROLINA THREAD TRAIL OVERLAY] 2.06 AC: INSTITUTIONAL
EXISTING USE:	VACANT/SINGLE FAMILY
PROPOSED USE:	SINGLE FAMILY
ALLOWABLE DENSITY:	2.50 DUA
PROPOSED DENSITY:	1.90 DUA
REQUIRED CONNECTIVITY INDEX:	1.30 MIN
DESIGNED CONNECTIVITY INDEX:	1.52 32 SEGMENT 21 NODES
LOT COUNT:	325 LOTS PROPOSED
55' LOT – 65' LOT – 75' LOT –	105 LOTS (32%) 111 LOTS (34%) 109 LOTS (34%)
MAX. BUILDING HT:	AS ALLOWED BY THE ORDINANCE
LOT RANGES:	55' WIDTH X 130' DEPTH 65' WIDTH X 130' DEPTH 75' WIDTH X 130' DEPTH
FRONT SETBACK:	20'
REAR SETBACK:	30'
CORNER SETBACK:	15'
SIDE SETBACK:	7.5'
BUILDING SEPARATION:	10' REQUIRED (MIN.)
OPEN SPACE:	TOTAL OPEN SPACE SET ASIDE = [(TOTAL PARCEL (TP) – PRIMARY CONSERVATION (PC)) X OPEN SPACE PERCENTAGE (OSP)] + PRIMARY CONSERVATION
TP – PC – OSP –	171.13 TOTAL SITE ACRES 9.80 ACRES PRIMARY CONSERVATION 25% OPEN SPACE PERCENTAGE
REQUIRED O.S: PROVIDED O.S:	42.78 AC (25%) 78.70 AC (46%)

NOTE: FUTURE AMENITY STRUCTURES SHALL NOT COUNT TOWARD REQUIRED OPEN SPACE, PER ORDINANCE.

TOTAL LOT COUNT (325)

105 OF 55' LOT	32%
111 OF 65' LOT	34%
109 OF 75' LOT	34%

ColeJenest & Stone

Shaping the Environment
Realizing the Possibilities

Land Planning
+
Landscape Architecture
+
Civil Engineering
+
Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202

p: 704 376 1555 f: 704 376 7851
url: www.colejenestone.com

BAYARD DEVELOPMENT

1108 INDUSTRIAL DRIVE
MATTHEWS, NC 28105

INDIAN LAND SINGLE FAMILY

8309 HENRY HARRIS ROAD

SKETCH PLAN SITE PLAN

Project No.
4717

Issued
01/28/2021

Revised

SCALE: 1"=200'
0 100' 200' 400'

SP-000

The drawings, the project manual and the design shown theron are instruments of ColeJenest & Stone, P.A.. The reproduction or unauthorized use of the documents without consent of ColeJenest & Stone, P.A. is prohibited.
ColeJenest & Stone, P.A. 2021 ©

South Carolina
Department of Transportation

Cherokee County
Chester County
Chesterfield County
Fairfield County
Lancaster County
Union County
York County

January 19, 2021

J. Andrew Eagle, P.E.
Ramey Kemp & Associates, Inc.
8210 University Executive Park Drive, Suite 220
Charlotte, North Carolina 28262

RE: Wilson Creek Traffic Impact Analysis
Shelley Mullis Road (S-29-65) and Henry Harris Road (O.S.)
Lancaster County

Dear Mr. Eagle:

Thank you for allowing us to review the Traffic Impact Analysis (TIA) regarding the site on Shelley Mullis Road (S-29-65) and Henry Harris Road (O.S.). The Department provides the following comments.

TIA Recommendations

- Henry Harris Road and Shelley Mullis Road
  - It is recommended coordination take place between SCDOT, Lancaster County, Harris Mill, and Wilson Creek to determine the roadway improvements to be done by Harris Mill and/or Wilson Creek. The following improvements are recommended:
    - Construct a southbound left-turn lane with 150 feet of storage and appropriate taper.
    - Construct a northbound left-turn lane with 175 feet of storage and appropriate taper.
    - Install a traffic signal.
- Shelley Mullis Road and Rising Sun Lane/Access A
  - Construct Access A with one ingress lane and one egress lane (one shared left-through-right).
  - Construct a westbound left-turn lane with 150 feet of storage and appropriate taper.
  - Construct an eastbound right-turn lane with 100 feet of storage and appropriate taper.
- Waxhaw-Marvin Road and Henry Nesbit Road (Intersection O.S.)
  - Construct an eastbound right-turn lane on Henry Nesbit Road with 200 feet of storage and appropriate taper.
- Henry Harris Road and Access B (Intersection O.S.)
  - Construct Access B with one ingress lane and one egress lane (one shared left-right).

District Four Engineering
Post Office Box 130
1232 JA Cochran Bypass
Chester, SC 29706
803-377-4155 | 803-581-0156 Fax

www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2368)

SCDOT Comments for Specific Study Intersections

- Henry Harris Road and Shelley Mullis Road
  - Construction of a roundabout at this intersection is preferred by the Department over signalization.
- Shelley Mullis Road and Rising Sun Lane/Access A
  - Construct the recommended eastbound right-turn lane as offset.

SCDOT General Comments

- The proposed access locations shall not be considered approved until required horizontal and vertical sight distances have been verified by the developer's civil engineer.
- Construct appropriate turn lane tapers with all proposed turn lanes.
- Provide an internal vehicular connection between the commercial lot and the residential portion of the development.

Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. We look forward to the project proceeding to the encroachment permit process. At that time, all geometrical features, pavement designs, etc., will be reviewed by the appropriate office. If you have any additional questions or concerns, please contact the District 4 Permit Office at 803-377-4155.

Sincerely,

C. Jason Johnston, P.E.
District 4 Engineering Administrator

CJJ/mrg
ec: Rox Burhans, Lancaster County Planning
Clint Beaver, Lancaster Resident Maintenance Engineer

File: D4/PO/ACL

District Four Engineering
Post Office Box 130
1232 JA Cochran Bypass
Chester, SC 29706
803-377-4155 | 803-581-0156 Fax

www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2368)

6. Recommendations

Based on the findings of this study, specific geometric and traffic control improvements have been identified at study intersections. The improvements are summarized below and are illustrated in Figure E-1.

Henry Harris Road and Shelley Mullis Road

It is recommended coordination take place between SCDOT, Lancaster County, Harris Mill, and Wilson Creek to determine the roadway improvements to be done by Harris Mill and/or Wilson Creek. The following improvements are recommended:

- Construct a southbound left turn lane with 150 feet of storage and appropriate taper.
- Construct a northbound left turn lane with 175 feet of storage and appropriate taper.
- Install a traffic signal.

Shelley Mullis Road and Rising Sun Lane / Access A

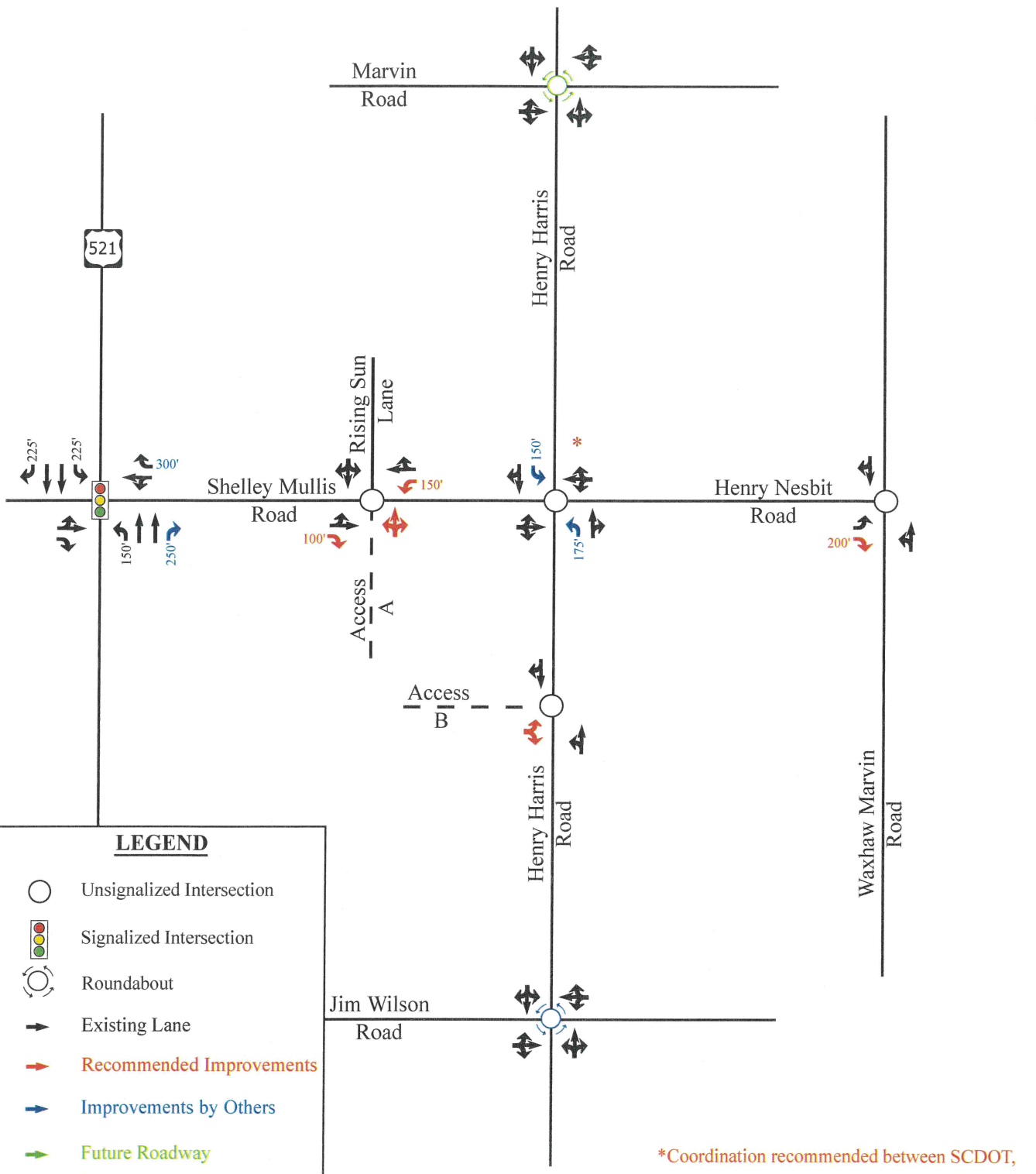
- Construct Access A with one ingress lane and one egress lane (one shared left-through-right).
- Construct a westbound left turn lane with 150 feet of storage and appropriate taper.
- Construct an eastbound right turn lane with 100 feet of storage and appropriate taper.

Waxhaw-Marvin Road and Henry Nesbit Road

- Construct an eastbound right turn lane on Henry Nesbit Road with 200 feet of storage and appropriate taper.

Henry Harris Road and Access B

- Construct Access B with one ingress lane and one egress lane (one shared left-right).



Moving forward.
RKA
RAMEY KEMP ASSOCIATES

Wilson Creek
Lancaster County, SC

Recommended
Lane Configurations

Scale: Not to Scale | Figure E-1

1. Overview of Traffic Impact Analysis (TIA) Report

Ramey Kemp and Associates submitted a traffic impact analysis report for a residential single family dwelling development named Wilson Creek. J. Andrew Eagle is the Engineer on Record (EOR) for producing this detailed report that incorporated several other studies from current developments in the area. The development is bounded by State maintained Shelley Mullis Road (S-65) and County maintained Henry Harris Road. Six intersections were analyzed for impacts. The two proposed drives for the development were also evaluated for their operations. The data submitted was extensive and thorough.

2. Discrepancies Noted in the TIA Report

Several minor discrepancies were noted below and are marked on the TIA report with notes.

- Page-E2&7 – did not list percentage for Covid adjustment to volumes.
- Figure 2 – site plan shows commercial lot at corner of Shelley Mullis Road and Henry Harris Road but no trip generation or drive access shown
- Page-3 – no roadway classifications given in inventory chart – all other necessary information in chart.

3. Checklist Comments

Attached is a TIA checklist that reviews all submitted information for proper TIA submittal. The TIA did not cover SCDOT's ARM compliance relating to driveway sight distance and spacing. Sight distance is critical and needs to be verified for both driveways. LOS deficiencies for Shelley Mullis at 521 and Shelley Mullis at Henry Harris were not corrected and could be investigated more to show real and actual treatments that would occur at intersection improvements.

4. Recommendations

The main intersections influenced by Wilson Creek development will be US 521 at Shelley Mullis Road and Shelley Mullis Road at Henry Harris Road. Focus on upgrades at both intersections would be a strategy to mitigate impacts to both that will experience a LOS F with considerable increase in delays to the movements attributed by the development.

Would like to see an analysis of the US 521 and Shelley Mullis Road intersection with different lane configurations such as WB dual right turn lanes off Shelley Mullis Road to accommodate 563 vehicles in the AM (could never give green time to accommodate this movement in a single lane). Or a free flow channelized right turn. Developer needs to show some form of contribution to mitigate impacts at this location.

Need an updated analysis of the intersection of Shelley Mullis Road at Henry Harris Road to determine best control – traffic circle or signal and proper lane configuration with signal that will properly compare left turn lanes in all four quadrants (needed for safety operations at a signal) in addition to the EB right turn lane.

The only improvements the report states that Wilson Creek would be responsible for is the additional turn lane at Access A on Shelley Mullis Road and the additional right turn lane on Henry Nesbit Road at Waxhaw Marvin Road. The report does mention the County, State, Wilson Creek and Henry Harris developments work out the details to the treatment of Shelley Mullis Road at Henry Harris Road. Need to confirm the left turn lanes and signal being implemented by Harris Mill Development even though their TIA comments on doing either a signal or turn lanes. This analysis assumes both and would need to be verified for additional treatment for mitigation for the entire intersection.

The focus for impacts is three intersections. What I see in the numbers is dual right turn lanes on Shelley Mullis Road at US 521 or channelized free flow right turn movement. Shelley Mullis Road at Henry Harris Road would need to analyzed for a signal or a traffic circle with possible left turn lanes in all four quadrants and the additional EB right turn lane (WB and SB movements could use right turn lanes based on 2027 build volumes). Henry Nesbit Road at Waxhaw Marvin Road needs some type of traffic control improvement and possibly geometry corrections depending on traffic control operations. The projected volume does show the need for an additional right turn lane off of Henry Nesbit Road and an additional left turn lane on Waxhaw Marvin Road.

Summary action items:

- **Verify sight distance for both drives**
- **Need updated analysis of proper configuration to mitigate Shelley Mullis right turns at US 521 (dual right turn lanes/channelized free flow?) Developer needs to contribute to additional countermeasures due to impacts**
- **Shelley Mullis Road at Henry Harris Road needs analysis for lane treatments at the intersection to include left turn lanes at all four quadrants for safety. Right turn lanes were needed on the EB, WB, and SB movements. A signal or traffic circle control would need to be verified as best control for mitigation.**
- **Henry Nesbit Road's addition of a right turn lane possibly channelized at Waxhaw Marvin Road can be a proper treatment based on traffic control at the intersection. Left turn lane for NB Waxhaw Road should also be considered or shown by comparison in analysis. Should require developer to work through NCDOT to verify proper treatment as the intersection needs to be improved upon buildout.**
- **Access A on Shelley Mullis Road needs to consider 2-lane exit due to poor LOS**
- **Commercial lot in corner of Shelley Mullis Road and Henry Harris Road is not mentioned in the report. Could have bearing on intersection and drives.**

TO: Planning Commission

FROM: Katie See, AICP, Senior Planner

DATE: November 9, 2020

SUBJECT: **Wilson Creek Development Agreement**

Provident Bayard, LLC has requested to rezone a total of approximately 170.32 acres. *See Staff Report for RZ-020-2054 and RZ-020-2569*. Application RZ-020-2054 is a request to rezone approximately 168.28 Medium Density Residential (MDR) District. The intent is to build an approximately 312 lot single-family residential subdivision. Application RZ-020-2569 is a request to rezone approximately 2.04 acres to Institutional (INS) District. The intent of this request is to provide land to Lancaster County for future public use, which could include emergency services facilities or park and recreation uses.

The applicant intends on developing the property with the Cluster Subdivision Overlay District provisions associated with the MDR District. Section 9.2.18 of the UDO requires Development Agreements (DA) when utilizing the Cluster Subdivision Overlay District. The DA will also include the land requested to be zoned INS District. The applicant submitted the required DA enclosed with this memo as well as an overview letter . The DA reflects the requirements of Section 9.2.18 including, but not limited to: legal description, description of uses, traffic impact analysis (TIA) and reservation of public land. A progress report on the TIA was submitted to staff on November 9, 2020.

The DA must first be reviewed by the Planning Commission who shall hold one public hearing. It will then be reviewed by the Infrastructure & Regulation Committee on December 15, 2020. The second and final public hearing is tentatively scheduled to go before County Council on January 11, 2021 for the first ordinance reading.

A copy of the DA template is enclosed with this memo. It does not include any proposed fees or dedication of land, both of which will be discussed with the I&R Committee and County Council. A draft of the Tichler-Bise impact fee study has been prepared and may be used as a reference for any proposed “roof-top fees.”

Please feel free to contact me at 416-9395 should you have any questions before the meeting.

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, March 8, 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. 2021-1703, an ordinance titled **"AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT FOR THE WILSON CREEK DEVELOPMENT PROJECT LOCATED AT THE SOUTHWEST INTERSECTION OF HENRY HARRIS ROAD AND SHELLEY MULLIS ROAD, LANCASTER, SOUTH CAROLINA, ESTABLISHING THE REGULATIONS FOR THE DEVELOPMENT OF THE PROPERTY AND OTHER MATTERS RELATED THERETO."** 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 17, 2021

Benita G Grubbs

Notary Public of South Carolina

My Commission Expires
January 13, 2031

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: 3/8/2021

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 (1) acre 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

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1717

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

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1708 / Planning Case Number: UDO-TA-020-2578
Contact Person / Sponsor: Robert G. Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
A request to amend Unified Development Ordinance Section 2.5.3, Section 5.9 and Section 10.3 to create and allow for the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception and to provide for use specific standards.

Points to Consider:
The following sections of the UDO are proposed to be amended:
Section 2.5.3, Use Table: Amend to allow Landfill – Class One Composting Facility as a use in the HI District, subject to the approval of a Special Exception.
Section 5.9, Industry/Wholesale/Storage Uses: Amend to provide for development standards specific to the proposed Landfill – Class One Composting Facility use.
Section 10.3, Definitions, Use Type: Amend to provide a definition for Landfill – Class One Composting Facility.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the proposed text amendment.

Recommendation:
At its meeting of February 16, 2021, the Planning Commission voted unanimously to recommend **approval** of the proposed text amendment. There was a suggestion from a Commissioner that County Council explore and include provisions addressing noise decibel limitations associated with grinding operations. No one from the public spoke in favor or opposition to the text amendment.

Staff recommends approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1708	3/1/2021	Ordinance
Exhibit A, Exhibit B, and Exhibit C to Ordinance 2021-1708	3/1/2021	Exhibit
Staff Report	1/11/2021	Planning Staff Report
Ex 1: Application	1/11/2021	Exhibit
Ex 2: Proposed Text Amendment	1/11/2021	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1708

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 2.5.3, USE TABLE, SECTION 5.9, INDUSTRY/WHOLESALE/STORAGE USES, AND 10.3, DEFINITIONS, USE TYPE, TO CREATE AND ALLOW FOR THE LANDFILL – CLASS ONE COMPOSTING FACILITY USE IN THE HEAVY INDUSTRIAL (HI) DISTRICT AS A SPECIAL EXCEPTION AND PROVIDE FOR USE SPECIFIC STANDARDS.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Michael D. Wright, Savage, Royall & Sheheen, LLP, has submitted a request on behalf of Stacy Faile, S.M. Smith & Sons, Inc. to amend Section 2.5.3, Use Table, Section 5.9, Industry/Wholesale/Storage Uses, and Section 10.3, Definitions, Use Type, of the Unified Development Ordinance (UDO) concerning the creation and allowance of the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception along with the provision of use specific standards.
(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 a mechanism for this common industrial property use may be allowed in Lancaster County.
(d) Lancaster County Planning Commission considered the proposed text amendment at its meeting on February 16, 2021, and by a unanimous vote recommended approval of the text amendment.

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

Ordinance 2016-1442 (Unified Development Ordinance) Section 2.5.3., Use Table, Section 5.9, Industry/Wholesale/Storage Uses, and Section 10.3, Definitions, Use Type, is amended as set forth in "Exhibits A, B, and C" attached hereto and incorporated herein by reference.

The amendments are generally described as follows:

a) Section 2.5.3, Use Table; Amend to allow Landfill – Class One Composting Facility as a use in the HI District, subject to the approval of a Special Exception.

b) Section 5.9, Industry/Wholesale/Storage Uses: Amend to provide for development standards specific to the proposed Landfill – Class One Composting Facility use.

c) Section 10.3, Definitions, Use Type: Amend to provide a definition for Landfill – Class One Composting Facility.

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: March 8, 2021
Public Hearing: March 22, 2021
Second Reading: March 22, 2021
Third Reading: April 12, 2021

Approved as to form:

_____
John DuBose, County Attorney

EXHIBIT A

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

****

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
H. INDUSTRY/WHOLESALE/STORAGE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Artist Studio/Light Manufacturing Workshops	-	-	-	P	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	P	P	
Industry, Light	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	
Industry, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	
Industry, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	5.9.1
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.2
Landfill-Class One	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.16
Landfill – Class Two	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	5.9.3
Landfill – Class Three	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.4
Mining - Major In-Depth Resource Extraction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	P	-	-	-	-	-	5.9.5/6
Mining - Minor Surface Resource Extraction	PR	PR	PR	PR	-	-	-	-	-	PR	PR	PR	-	PR	PR	P	-	-	PR	PR	PR	5.9.6/7
Private Recycling Collection Stations	-	-	-	-	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.8
Public Recycling and Waste Collection Facilities	-	-	-	PR	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.9
Research and Development Facilities	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	-	-		-	-	P	
Storage – Outdoor Storage Yard	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.10
Storage – Self Service (Mini)	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.11
Storage – Warehouse Indoor	-	-	-	-	-	-	-	-	-	CU	PR	-	-	PR	PR	-	-	-	-	-	PR	5.9.12
Storage – Warehouse Indoor, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.13
Wholesaling and Distribution	-	-	-	-	-	-	-	-	-	-	PR	-	-	P	P	-	-	-	-	-	P	5.9.14
Wholesaling and Distribution, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.15

EXHIBIT B

10.3 DEFINITIONS, USE TYPE

****

LANDFILL – CLASS ONE – COMPOSTING FACILITY A Composting Facility, as defined in South Carolina Code of Laws, Title 44, as amended, is a facility used to provide aerobic, thermophilic decomposition of the solid organic constituents of solid waste to produce a stable, humus-like material. Such a facility shall consist of the grinding or composting of source separated organic residual wastes. These wastes shall include only yard trimmings, leaves, grass clippings, woodchips, trees, stumps, and other land-clearing debris, but shall under no circumstances include food waste, masonry materials, road spoils, paving material, solid waste from agricultural or silvicultural operations, scrap metal, vehicles, or other scrap materials.

****

EXHIBIT C

5.9.16 LANDFILL – CLASS ONE – COMPOSTING FACILITY [HI]

A. Minimum Lot Area. The minimum lot area for Class One Composting Facilities shall be 15 acres.

B. Separation Requirement. The subject property shall not be adjacent to any residential zoning district or property which contains a conforming residential use.

C. Location. No such facilities shall be located within a designated water supply watershed, special flood hazard area or wetland area, or block a natural drainage-way so that water is impounded.

D. Setbacks.

1. A 100-foot setback shall apply along all property lines and public or private rights-of-way for all facilities, including parking, buildings, or disposal.

2. Roads for access to the site may cross the 100-foot area, and monitoring wells may be located within the 100-foot area.

E. Screening.

1. A Type B buffer shall be required along all property lines and public or private rights-of-way regardless of the adjacent zoning. Existing plant material may be included in the computation of the required plantings, with approval of the Administrator.

2. A chain link security fence, a minimum of 6 feet in height, shall enclose the entire site. The fence must be placed inside the required Type B buffer and may be placed inside the buffer area.

3. All existing trees within the buffer area shall be preserved, except to allow for construction of road crossings and monitoring of wells determined to be necessary by the Administrator.

F. Vehicular Access. Vehicular access to the site shall be provided on a major or minor thoroughfare or on a road improved to necessary industrial capacity as determined by the Administrator.

G. Burning Prohibited. No burning shall be permitted on the premises.

H. SCDHEC Permit. All applicable permits shall be obtained from the South Carolina Department of Health and Environmental Control pursuant to Title 44 of the South Carolina Code of Laws.

I. Hours of Operation. Class One Composting Facilities may only operate between the hours of 7:00am and 7:00pm; however any grinding operations shall not occur after 5:00pm.

PROPOSAL:	Amend Unified Development Ordinance Section 2.5.3, Use Table, Section 5.9, Industry/Wholesale/Storage Uses, and 10.3, Definitions, Use Type, to create and allow for the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception and provide for use specific standards.
APPLICABLE CHAPTER(S):	Chapters 2, 5 and 10
APPLICANT:	Michael D. Wright, Savage, Royall & Sheheen, LLP on behalf of Stacy Faile, S.M. Smith & Sons, Inc.

PROJECT SUMMARY & PROPOSAL:
Michael D. Wright, Savage, Royall & Sheheen, LLP, has submitted a request on behalf of Stacy Faile, S.M. Smith & Sons, Inc. to amend Chapters 2, 5 and 10 of the Unified Development Ordinance (UDO) concerning the creation and allowance of the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception along with the provision of use specific standards.

OUTLINE OF TEXT AMENDMENT:
The proposed text amendment would create and allow for Landfill - Class One Composting Facility uses in the HI District as a Special Exception, and establish specific development standards for the use.

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

> *Section 2.5.3, Use Table*: Amend to allow Landfill – Class One Composting Facility as a use in the HI District, subject to the approval of a Special Exception.
>
> *Section 5.9, Industry/Wholesale/Storage Uses*: Amend to provide for development standards specific to the proposed Landfill – Class One Composting Facility use.
>
> *Section 10.3, Definitions, Use Type: Amend to provide a definition for Landfill – Class One Composting Facility.*

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 ~~strikethrough~~ 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 will provide for a use in the County that would otherwise not be permissible and would provide specific regulations for that use.

It is noted that the provisions proposed by the applicant are consistent with those which exist for the Landfill – Class Two and Landfill – Class Three uses; however the provisions have been adjusted to account the lesser impact of the Class One use in comparison to the Class Two and Three uses.

STAFF RECOMMENDATION:
Staff recommends approval of the proposed text amendment.

ATTACHMENTS:
1. Application
2. Proposed Text Amendment

STAFF CONTACT:
Robert G. Tefft, Senior Planner
rtefft@lancastersc.net

SAVAGE ROYALL & SHEHEEN L.L.P.
ATTORNEYS AND COUNSELORS AT LAW

EDWARD M. ROYALL
ROBERT J. SHEHEEN
MOULTRIE B. BURNS, JR.
WILLIAM B. COX, JR.
VINCENT A. SHEHEEN*
STEPHEN R. SMOAK
MICHAEL D. WRIGHT
[redacted]
GREG B. COLLINS

HENRY SAVAGE, JR.
1903-1990

*CERTIFIED MEDIATOR & ARBITRATOR

1111 CHURCH STREET
CAMDEN S.C. 29020

P.O. DRAWER 10
CAMDEN S.C. 29021

TELEPHONE: (803) 432-4391
FACSIMILE: (803) 425-4816
FACSIMILE: (803) 425-4812

October 21, 2020

Lancaster County
Attention: Planning Department
PO Box 1809
Lancaster, SC 29721

RE: Text Amendment Application

To Whom it May Concern:

I hope this correspondence finds you doing well.

Enclosed please find a Text Amendment Application filed on behalf of Stacy Faile of S.M. Smith and Sons, Inc. In addition to enclosing the proposed applicable text amendment application, supporting documentation, and my law firm's check in the amount of $435.00 for the application fee, I have also enclosed a notarized letter of support from the property owner of 7472 Van Wyck Road, Hickory Hills Smoked Products, LLC.

I would appreciate a reply confirming the receipt of the application and that it has been properly submitted. I am happy to answer any inquires the Planning Department might have regarding this request. Last, please kindly notify me of the Planning Commission's recommendation to Lancaster County Council

If you have any questions or concerns, please do not hesitate to contact me. Thank you, in advance, for your help in this matter.

Very Truly,

Michael Wright

Enclosures as Stated

cc: Stacy M. Faile (via electronic mail)
Kyle Starnes (via electronic mail)

Lancaster County
South Carolina

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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended: To add Landfill--Class One to Heavy Industrial District

Current Text: Not Applicable.

Proposed Text: Please see attached.

Description of Need for Proposed Text:

Lancaster County does not have a designed for a class one composting facility as currently authorized pursuant to South Carolina law to allow for the grinding or composting source seperated organic residual wastes.

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name: Stacy Faile, S.M. Smith & Sons, Inc.

Address: c/o Savage, Royall, & Sheheen, LLP, Attention: Michael D. Wright, PO Drawer 10

City: Camden State: SC Zip: 29021 Phone: 803-432-4391

Fax: 803-425-4812 Email: mwright@thesavagefirm.com

APPLICATION CERTIFICATIONS

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

Applicant Stacy Faile — Date: Oct. 12, 2020

Property Owner(s) Kyle Starnes — Date: Oct 12, 2020

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

10/15/2020

Lancaster County Planning Department
PO Box 1809
Lancaster, SC 29721

Re: 7472 Van Wyck Road, Text Amendment Application

To Whom it May Concern:

I hope this correspondence finds you doing well.

I am the writing in support of Stacy Faile and S.M. Smith and Son's Text Amendment application being submitted to the Lancaster County Planning Department. I am the sole member of Hickory Hills Smoked Products, LLC, the owner of the property located at 7472 Van Wyck Road, TMS# 0025-00-010.02. Mr. Faile has discussed the submission of the text amendment with me and I support his request to Lancaster County.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kyle Starnes
Hickory Hills Smoked Products, LLC

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

I Steve Jenkins a Notary Public for the State of South Carolina, do hereby certify that the above-referenced individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20th day of Oct, 2020.

Signature of Officer

Steve D. Jenkins
Printed Name of Officer

My commission expires: STEVE D. JENKINS SR.
Notary Public, State of South Carolina
My Commission Expires 4/28/2021
(AFFIX NOTARY SEAL)

EXHIBIT A

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

****

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
H. INDUSTRY/WHOLESALE/STORAGE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Artist Studio/Light Manufacturing Workshops	-	-	-	P	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	P	P	
Industry, Light	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	
Industry, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	
Industry, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	5.9.1
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.2
Landfill-Class One	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.16
Landfill – Class Two	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	5.9.3
Landfill – Class Three	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.4
Mining - Major In-Depth Resource Extraction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	P	-	-	-	-	-	5.9.5/6
Mining - Minor Surface Resource Extraction	PR	PR	PR	PR	-	-	-	-	-	PR	PR	PR	-	PR	PR	P	-	-	PR	PR	PR	5.9.6/7
Private Recycling Collection Stations	-	-	-	-	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.8
Public Recycling and Waste Collection Facilities	-	-	-	PR	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.9
Research and Development Facilities	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	-	-		-	-	P	
Storage – Outdoor Storage Yard	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.10
Storage – Self Service (Mini)	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.11
Storage – Warehouse Indoor	-	-	-	-	-	-	-	-	-	CU	PR	-	-	PR	PR	-	-	-	-	-	PR	5.9.12
Storage – Warehouse Indoor, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.13
Wholesaling and Distribution	-	-	-	-	-	-	-	-	-	-	PR	-	-	P	P	-	-	-	-	-	P	5.9.14
Wholesaling and Distribution, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.15

EXHIBIT B

10.3 DEFINITIONS, USE TYPE

****

LANDFILL – CLASS ONE – COMPOSTING FACILITY A Composting Facility, as defined in South Carolina Code of Laws, Title 44, as amended, is a facility used to provide aerobic, thermophilic decomposition of the solid organic constituents of solid waste to produce a stable, humus-like material. Such a facility shall consist of the grinding or composting of source separated organic residual wastes. These wastes shall include only yard trimmings, leaves, grass clippings, woodchips, trees, stumps, and other land-clearing debris, but shall under no circumstances include food waste, masonry materials, road spoils, paving material, solid waste from agricultural or silvicultural operations, scrap metal, vehicles, or other scrap materials.

****

EXHIBIT C

5.9.16 LANDFILL – CLASS ONE – COMPOSTING FACILITY [HI]

A. Minimum Lot Area. The minimum lot area for Class One Composting Facilities shall be 15 acres.

B. Separation Requirement. The subject property shall not be adjacent to any residential zoning district or property which contains a conforming residential use.

C. Location. No such facilities shall be located within a designated water supply watershed, special flood hazard area or wetland area, or block a natural drainage-way so that water is impounded.

D. Setbacks.

1. A 100-foot setback shall apply along all property lines and public or private rights-of-way for all facilities, including parking, buildings, or disposal.

2. Roads for access to the site may cross the 100-foot area, and monitoring wells may be located within the 100-foot area.

E. Screening.

1. A Type B buffer shall be required along all property lines and public or private rights-of-way regardless of the adjacent zoning. Existing plant material may be included in the computation of the required plantings, with approval of the Administrator.

2. A chain link security fence, a minimum of 6 feet in height, shall enclose the entire site. The fence must be placed inside the required Type B buffer and may be placed inside the buffer area.

3. All existing trees within the buffer area shall be preserved, except to allow for construction of road crossings and monitoring of wells determined to be necessary by the Administrator.

F. Vehicular Access. Vehicular access to the site shall be provided on a major or minor thoroughfare or on a road improved to necessary industrial capacity as determined by the Administrator.

G. Burning Prohibited. No burning shall be permitted on the premises.

H. SCDHEC Permit. All applicable permits shall be obtained from the South Carolina Department of Health and Environmental Control pursuant to Title 44 of the South Carolina Code of Laws.

I. Hours of Operation. Class One Composting Facilities may only operate between the hours of 7:00am and 7:00pm; however any grinding operations shall not occur after 5:00pm.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1709 / Planning Case Number: UDO-TA-2020-2648
Contact Person / Sponsor: Robert G. Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Request to amend Unified Development Ordinance Section 5.2.3, Section 7.2.3 and Section 7.2.4 to modify how triplex and quadraplex dwellings may be developed.
This application is associated with the companion Development Agreement DA-020-2650 and Zoning Map Amendment RZ-020-2650.

Points to Consider:
The following sections of the UDO are proposed to be amended:
Section 5.2.3, Dwelling – Three Family (Triplex) and Four Family (Quadraplex): Amend to modify the Lot Standards, Exterior Appearance and Density development standards specific to the use.

Section 7.2.3, Permitted Parking Locations: Amend to add 3 and 4 Family as “unrestricted” in the PB District.

Section 7.2.4, Off-Street Parking and Loading Requirements: Amend to add Dwelling-Three Family and Dwelling-Four Family as an excepted use from the maximum parking requirement.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the proposed text amendment.

Recommendation:
At its meeting of December 15, 2020, the Planning Commission voted unanimously to recommend approval of the proposed text amendment. No one from the public spoke in support or opposition.

Staff recommends approval of the proposed text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1709	3/1/2021	Ordinance
Exhibit 1 to Ordinance 2021-1709	3/1/2021	Exhibit
Staff Report	12/2/2020	Planning Staff Report
Ex 1: Application	12/2/2020	Exhibit
Ex 2: Proposed Text Amendment	12/4/2020	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1709

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 5.2.3., DWELLING – THREE FAMILY (TRIPLEX) AND FOUR FAMILY (QUADRAPLEX); SECTION 7.2.3., PERMITTED PARKING LOCATIONS; AND SECTION 7.2.4., OFF-STREET PARKING AND LOADING REQUIREMENTS, TO MODIFY HOW THREE FAMILY (TRIPLEX) AND FOUR FAMILY (QUADRAPLEX) DWELLINGS MAY BE DEVELOPED.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Bob Dyer, Redwood USA, made application on behalf of Amanda J. Patterson, Karen Lynn Patterson, and Susan P. Patterson to amend Chapters 5 and 7 of the Unified Development Ordinance (UDO) concerning how Three Family (Triplex) and Four Family (Quadraplex) Dwellings may be developed.
(b) This text amendment is proposed along with a companion Zoning Map Amendment (RZ-020-000) that proposes to rezone a certain 37.45-acre portion of real property owned by the said Patterson's from LDR to PB, and a Development Agreement (DA-020-0000) that would set forth the parameters of the future development of that same land as a 155-unit, single story, triplex/quadraplex apartment project.
(c) The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by Section 9.2.15.B.3. Further, the proposed text amendment has been reviewed for compliance with applicable provisions of SC Code Title VI and has been found to be consistent with those provisions.
(d) The proposed amendment will provide for this common use type to be allowed the Rural Neighborhood (RN) District in Lancaster County.
(e) Lancaster County Planning Commission considered the proposed text amendment at its meeting on December 15, 2020, and by a unanimous vote recommended approval of the text amendment.

Section 2. Amendment of Ordinance 2016-11442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance) Section 5.2.3., Dwelling – Three Family (Triplex) and Four Family (Quadraplex); Section 7.2.3., Permitted Parking Locations; and Section 7.2.4., Off-Street Parking and Loading Requirements, are amended as set forth in "Exhibit 1" attached hereto and incorporated herein by reference.

The amendments are generally described as follows:

a) Section 5.2.3., Dwelling – Three Family (Triplex) and Four Family (Quadraplex): Amend to modify the Lot Standards, Exterior Appearance and Density development standards specific to the use.

b) Section 7.2.3, Permitted Parking Locations: Amend to add 3 and 4 Family as "unrestricted" in the PD District.

c) Section 7.2.4., Off-Street Parking and Loading Requirements: Amend to add Dwelling-Three Family and Dwelling-Four Family as an excepted use from the maximum parking requirement.

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: March 8, 2021
Public Hearing: March 22, 2021
Second Reading: March 22, 2021
Third Reading: April 12, 2021

Approved as to form:

_____
John DuBose, County Attorney

Three/Four Family Dwelling Text Amendment

5.2.3 DWELLING – THREE FAMILY (TRIPLEX) AND FOUR FAMILY (QUADRAPLEX) [PB]

~~**A. Building Location**: three family and four family dwellings shall be limited to two per block face unless dwellings are single story in which case they shall be limited to up to six per block face.~~

~~**B**~~**A. Lot Standards**:

~~**1.** May only be located on pre-existing lots in existence as of the date of this ordinance (February 24, 2020).~~

~~**2.**~~ May not exceed a development size of five acres unless accompanied by a Development Agreement.

~~**C**~~**B. Exterior Appearance**:

1. Three family dwellings shall be designed such that a maximum of three main entrances are on the fronting façade. Additional building entrances may be provided on the side and rear of the building.

2. Four family dwellings ~~shall~~ may be designed such that ~~a~~ all ~~maximum of four three~~ main entrances ~~are~~ may be on the fronting façade unless the building is two stories or greater. Buildings two stories or greater shall be designed such that a maximum of three main entrances are on the fronting facade. Additional building entrances may be provided on the side and rear of the building.

3. Dwelling units on corner lots ~~must~~ may be designed such that a building entrance is on each façade fronting a street.

~~**D**~~**C. Buffer**: Type A buffer shall be installed as required in Section 7.1.5, Buffers and Screening of this Ordinance.

~~**E**~~**D. Density**: Developments encompassing 5 acres or less shall be limited to a density of eight dwelling units per acre, and developments encompassing more than 5 acres shall be limited to a density of five dwelling units per acre.

****

7.2.3 PERMITTED PARKING LOCATIONS

The following table details the permitted parking locations for each district according to the building types detailed in Chapter 3 of this ordinance. Additional locational requirements may apply to parking areas for specific uses. Such requirements are outlined in Chapter 5, Use Regulations.

		Civic	Detached House	3 and 4-Family	Townhouse	Apartment	General	Mixed-Use	Industrial	All Other Bldgs	
Rural	AR	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	**Permitted Parking Configurations** (Also see diagrams on next page) **Location A** – *Parking permitted in 3rd Layer only* **Location B** – *Parking permitted in 2nd and 3rd Layers only* **Location C** – *Parking permitted in 2nd and 3rd Layers. Parking in 1st Layer restricted to one drive aisle with two bays.* **U** - *Unrestricted*
	RR	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	
	RN	U	n/a	n/a	n/a	n/a	n/a	n/a	n/a	U	
	RUB	U	n/a	n/a	n/a	n/a	n/a	n/a	n/a	U	
	MH	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	
Transitional	LDR	U	U	n/a	-	-	-	-	-	-	
	MDR	U	U	n/a	-	-	-	-	-	-	
	HDR	C	U	n/a	-	-	-	-	-	-	
	PB	U	-	U	A	A	A	-	-	-	
	NB	U	-	n/a	B	B	C	-	-	-	
	GB	U	-	n/a	B	B	U	U	-	-	
	RB	U	-	n/a	B	B	U	U	-	-	
Special	INS	B	U	n/a	B	B	B	B	-	-	
	OSP	-	-	n/a	-	-	-	-	-	-	
	LI	U	-	n/a	-	-	U	U	U	U	
	HI	U	-	n/a	-	-	U	U	U	U	
	M	U	-	n/a	-	-	U	U	U	U	
Neighborhood	UR	C	U	n/a	B	B	-	B	-	-	
	RMX	B	U	n/a	B	B	C	B	-	-	
	MX	B	-	n/a	B	B	B	B	-	-	
	IMX	B	-	n/a	B	B	B	B	B	-	

****

7.2.4 OFF-STREET PARKING AND LOADING REQUIREMENTS

****

B. MAXIMUM PARKING

The minimum parking requirements above have intentionally been set well below general market expectations as a means to mitigate the negative aspects of paved surfaces on the environment such as excessive water runoff, water pollution, and urban heat island effect. To this end, there shall also be a maximum parking standard set as follows:

1. Maximum Parking Standard:

a. Twice the minimum number of spaces established for a use as outlined in Section 7.2.4A above,

b. If there are no minimum parking requirements for the use given in Section 7.2.4A above, the maximum parking standard shall be 35 percent of the site area.

2. Exceptions

a. **Residential Development**: Dwelling-Single Family, Dwelling-Two Family, Dwelling-Three Family, and Dwelling-Four Family uses are exempt from the maximum parking standard.

b. **All Other Development**: In multifamily, commercial and mixed-use development, parking areas may be provided which exceed the maximum standard given above if stormwater control structures are installed, in accordance with Chapter 8, such that nitrogen runoff from any parking area above the maximum standard is reduced by at least 30 percent.

****

Text Amendment UDO-TA-20-2648
Staff Report to Planning Commission
Meeting Date: December 15, 2020

PROPOSAL:	Amend Unified Development Ordinance Section 5.2.3, Dwelling – Three Family (Triplex) and Four Family (Quadraplex); Section 7.2.3, Permitted Parking Locations; and Section 7.2.4, Off-Street Parking and Loading Requirements, to modify how Three Family (Triplex) and Four Family (Quadraplex) Dwellings may be developed.
APPLICABLE CHAPTER(S):	Chapters 5 and 7
APPLICANT:	Bob Dyer, Redwood USA, on behalf of Amanda J. Patterson, Karen Lynn Patterson, and Susan P. Patterson

PROJECT SUMMARY & PROPOSAL:
Bob Dyer, Redwood USA, has submitted a request on behalf of Amanda J. Patterson, Karen Lynn Patterson, and Susan P. Patterson to amend Chapters 5 and 7 of the Unified Development Ordinance (UDO) concerning how Three Family (Triplex) and Four Family (Quadraplex) Dwellings may be developed.

This text amendment is proposed along with a companion Zoning Map Amendment (RZ-020-0000) that proposes to rezone a certain 37.45-acre portion of real property owned by the said Patterson's from LDR to PB, and a Development Agreement (DA-020-0000) that would set forth the parameters of the future development of that same land as a 155-unit, single-story, triplex/quadraplex apartment project.

OUTLINE OF TEXT AMENDMENT:
The proposed text amendment would modify the development standards specific to Three Family (Triplex) and Four Family (Quadraplex) Dwellings use, as well as the Permitted Parking Locations, and the exceptions to maximum parking requirements.

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

> *Section 5.2.3, Dwelling – Three Family (Triplex) and Four Family (Quadraplex): Amend to modify the Lot Standards, Exterior Appearance and Density development standards specific to the use.*
>
> *Section 7.2.3, Permitted Parking Locations: Amend to add 3 and 4 Family as "unrestricted" in the PB District.*

Section 7.2.4, Off-Street Parking and Loading Requirements: Amend to add Dwelling-Three Family and Dwelling-Four Family as an excepted use from the maximum parking requirement.

For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~strikethrough~~ font. The proposed text amendment may be found in Attachment 1.

FINDINGS AND CONCLUSIONS:
Staff has reviewed the proposed text amendment and finds that it is consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as with the applicable provisions of SC Code Title VI.

The proposed text amendment will provide greater flexibility not only to this applicant as part of the associated development, but other future developments as well, in the development of properties with triplexes or quadraplexes within the PB District, while not diminishing the effectiveness of the existing ordinance.

STAFF RECOMMENDATION:
Staff recommends approval of the proposed text amendment.

ATTACHMENTS:
1. Application

STAFF CONTACT:
Robert G. Tefft
Senior Planner
rtefft@lancastersc.net

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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended 5.2.3 (A - D); 7.2.3; 7.2.4 (B) 1-2

Current Text See text amendment document provided in submittal package explaining text amendment changes

Proposed Text See text amendment document provided in submittal package explaining text amendment changes

Description of Need for Proposed Text

Proposing Multi-family use for single story apartment dwellings at a density of >4 DUA.

☒ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name Bob Dyer with Redwood USA

Address 7007 East Pleasant Valley Road

City Independence State OH Zip 44131 Phone 330.819.3977

Fax _____ Email bdyer@byredwood.com

APPLICATION CERTIFICATIONS

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

Bob Dyer _____ 11/4/2020

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 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 - $325.00

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.

AFFIDAVIT OF
PROPERTY OWNERS

The undersigned, having been duly cautioned and sworn, hereby state:

1. The undersigned (collectively, the "Owners") are all of the owners of that certain property located northeast of Harrisburg Road and northwest of Barberville Road in the City of Lancaster and State of South Carolina, known as Permanent Parcel Numbers 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14, collectively consisting of approximately 52.6 acres (collectively, the "Property").

2. The Owners hereby confirm that Redwood has the consent of the Owners to act as the Owner's agent and enter into, and submit to the respective governmental office(s), such documentation as necessary in order to obtain the necessary approvals for Redwood's intended development of the Property.

FURTHER AFFIANTS SAYETH NAUGHT.

AMANDA JAYNE PATTERSON, TRUSTEE OF THE WILLIAM S. PATTERSON REVOCABLE LIVING TRUST DATED NOVEMBER 2, 2010

AMANDA J. PATTERSON

KAREN LYNN PATTERSON

SUSAN P. PATTERSON

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Amanda J. Patterson, both individually and as Trustee of the William S. Patterson Revocable Living Trust dated November 2, 2010, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Karen Lynn Patterson, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Susan S. Patterson, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

Three/Four Family Dwelling Text Amendment

5.2.3 DWELLING – THREE FAMILY (TRIPLEX) AND FOUR FAMILY (QUADRAPLEX) [PB]

~~A. **Building Location**: three family and four family dwellings shall be limited to two per block face unless dwellings are single story in which case they shall be limited to up to six per block face.~~

~~B~~A. **Lot Standards**:

~~1.~~ ~~May only be located on pre-existing lots in existence as of the date of this ordinance (February 24, 2020).~~

~~2.~~ May not exceed a development size of five acres unless accompanied by a Development Agreement.

~~C~~B. **Exterior Appearance**:

1. Three family dwellings shall be designed such that a maximum of three main entrances are on the fronting façade. Additional building entrances may be provided on the side and rear of the building.

2. Four family dwellings ~~shall~~ may be designed such that ~~a~~ all ~~maximum of four three~~ main entrances ~~are~~ may be on the fronting façade unless the building is two stories or greater. Buildings two stories or greater shall be designed such that a maximum of three main entrances are on the fronting facade. Additional building entrances may be provided on the side and rear of the building.

3. Dwelling units on corner lots ~~must~~ may be designed such that a building entrance is on each façade fronting a street.

~~D~~C. **Buffer**: Type A buffer shall be installed as required in Section 7.1.5, Buffers and Screening of this Ordinance.

~~E~~D. **Density**: Developments encompassing 5 acres or less shall be limited to a density of eight dwelling units per acre, and developments encompassing more than 5 acres shall be limited to a density of five dwelling units per acre.

****

7.2.3 PERMITTED PARKING LOCATIONS

The following table details the permitted parking locations for each district according to the building types detailed in Chapter 3 of this ordinance. Additional locational requirements may apply to parking areas for specific uses. Such requirements are outlined in Chapter 5, Use Regulations.

		Civic	Detached House	3 and 4-Family	Townhouse	Apartment	General	Mixed-Use	Industrial	All Other Bldgs	
Rural	AR	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	**Permitted Parking Configurations** (Also see diagrams on next page) **Location A** – *Parking permitted in 3rd Layer only* **Location B** – *Parking permitted in 2nd and 3rd Layers only* **Location C** – *Parking permitted in 2nd and 3rd Layers. Parking in 1st Layer restricted to one drive aisle with two bays.* **U** - *Unrestricted*
	RR	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	
	RN	U	n/a	n/a	n/a	n/a	n/a	n/a	n/a	U	
	RUB	U	n/a	n/a	n/a	n/a	n/a	n/a	n/a	U	
	MH	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	
Transitional	LDR	U	U	n/a	-	-	-	-	-	-	
	MDR	U	U	n/a	-	-	-	-	-	-	
	HDR	C	U	n/a	-	-	-	-	-	-	
	PB	U	-	U	A	A	A	-	-	-	
	NB	U	-	n/a	B	B	C	-	-	-	
	GB	U	-	n/a	B	B	U	U	-	-	
	RB	U	-	n/a	B	B	U	U	-	-	
Special	INS	B	U	n/a	B	B	B	B	-	-	
	OSP	-	-	n/a	-	-	-	-	-	-	
	LI	U	-	n/a	-	-	U	U	U	U	
	HI	U	-	n/a	-	-	U	U	U	U	
	M	U	-	n/a	-	-	U	U	U	U	
Neighborhood	UR	C	U	n/a	B	B	-	B	-	-	
	RMX	B	U	n/a	B	B	C	B	-	-	
	MX	B	-	n/a	B	B	B	B	-	-	
	IMX	B	-	n/a	B	B	B	B	B	-	

****

7.2.4 OFF-STREET PARKING AND LOADING REQUIREMENTS

****

B. MAXIMUM PARKING

The minimum parking requirements above have intentionally been set well below general market expectations as a means to mitigate the negative aspects of paved surfaces on the environment such as excessive water runoff, water pollution, and urban heat island effect. To this end, there shall also be a maximum parking standard set as follows:

1. Maximum Parking Standard:

a. Twice the minimum number of spaces established for a use as outlined in Section 7.2.4A above,

b. If there are no minimum parking requirements for the use given in Section 7.2.4A above, the maximum parking standard shall be 35 percent of the site area.

2. Exceptions

a. **Residential Development**: Dwelling-Single Family, Dwelling-Two Family, Dwelling-Three Family, and Dwelling-Four Family uses are exempt from the maximum parking standard.

b. **All Other Development**: In multifamily, commercial and mixed-use development, parking areas may be provided which exceed the maximum standard given above if stormwater control structures are installed, in accordance with Chapter 8, such that nitrogen runoff from any parking area above the maximum standard is reduced by at least 30 percent.

****

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1710 / Planning Case Number: RZ-020-2650
Contact Person / Sponsor: Robert G. Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Request to rezone approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road from Low Density Residential (LDR) District to Professional Business (PB) District.
The intent of the rezoning is to facilitate the development of the land as a multi-family residential apartment project consisting of 155 Three Family (Triplex) and Four Family (Quadraplex) dwelling units, a leasing office/maintenance building and associated amenities.
This application is associated with the companion Development Agreement DA-020-2650 and Text Amendment UDO-TA-020-2648.

Points to Consider:
The subject properties are surrounded by other properties zoned LDR District with a single parcel zoned NB District. The proposed PB District is generally intended to be located next to neighborhoods so as to provide access to office and professional services to those neighborhoods. While this would not be the case with regard to this specific development proposal, the actual use of the land as 155-unit, single-story, triplex and quadraplex rental community would be compatible with the surrounding area.

Funding and Liability Factors:
N/A

Council Options:
Approve or deny the rezoning request.

Recommendation:
At its meeting of December 15, 2020, the Planning Commission voted 6-1 (Sansbury against) to recommend approval of the request. Two citizens spoke in opposition to the request indicating concerns as to buffers and impact on home values.

Staff recommends approval of the request to rezone.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1710	3/1/2021	Ordinance
Staff Report	12/2/2020	Planning Staff Report
Ex 1: Application	12/2/2020	Exhibit
Ex 2: Location Map / Zoning Map	12/2/2020	Exhibit
Ex 3: Concept Plan	12/2/2020	Exhibit
Ex 4: Community Meeting Notes	12/2/2020	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1710

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE 37.45 ACRES OF PROPERTY (TMS # 0003-00-040.01, 0003-00-040.07 AND 0003-00-040.14), LOCATED ON THE EAST SIDE OF HARRISBURG ROAD, APPROXIMATELY 500 FEET WEST OF BARBERVILLE ROAD, LANCASTER, SOUTH CAROLINA, FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT, TO PB, PROFESSIONAL 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) Redwood USA, LLC, applied to rezone 37.45 acres, more or less, located on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road, Lancaster, South Carolina (TMS Nos. 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14) from LDR, Low Density Residential District, to PB, Professional Business District.

(b) On December 15, 2020, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-1 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 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 requested Professional Business 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 LDR, Low Density Residential District, to PB, Professional Business District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map Nos. 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14 (37.45 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 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: March 8, 2021
Public Hearing: March 22, 2021
Second Reading: March 22, 2021
Third Reading: April 12, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14) from Low Density Residential (LDR) to Professional Business (PB). This application is associated with the companion Development Agreement DA-020-2650 and Text Amendment UDO-TA-020-2648.
PROPERTY LOCATION:	East side of Harrisburg Road, approximately 500' west of Barberville Road
CURRENT ZONING:	Low Density Residential (LDR) District
PROPOSED ZONING:	Professional Business (PB) District
APPLICANT:	Redwood USA, LLC
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Site Information / Proposal

The applicant has requested to rezone approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road, from Low Density Residential (LDR) District to Professional Business (PB) District. Currently, the land is predominantly used for agricultural purposes; however there are two single-family detached dwellings on the properties.

The intent is to develop the land as a multi-family residential apartment project consisting of 155 Three Family (Triplex) and Four Family (Quadraplex) dwelling units, a leasing office/maintenance building and associated amenities.

Although not required by the Unified Development Ordinance (UDO), the applicant has proposed a Development Agreement between themselves (Redwood USA, LLC) and Lancaster County in order to assist in the facilitation of the rezoning. This companion Development Agreement (DA-020-2650) has been submitted for consideration and is on this same agenda of the Planning Commission.

It should be noted that the southeastern 14.5 acres of parcel 0003-00-040.07 associated with this rezoning application will be subdivided from the parcel and is not proposed to be rezoned.

Summary of Adjacent Zoning and Uses

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR	Single-Family
South	Lancaster County	LDR / NB	Single-Family / Landscape Contractor
East	Lancaster County	LDR	Vacant
West	Lancaster County	LDR	Single-Family

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject properties are 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.*

The proposed PB District is *generally located adjacent to neighborhoods and provides opportunities for the provision of office and professional services that do not adversely impact the surrounding communities.*

Compatibility with Surrounding Area

The subject properties are surrounded by other properties zoned LDR District with a single parcel zoned NB District. The proposed PB District is generally intended to be located next to neighborhood so as to provide access to office and professional services to those neighborhoods. While this would not be the case with regard to this specific development proposal, the actual use of the land as 155-unit, single-story, triplex and quadraplex rental community would be compatible with the surrounding area. Staff finds that the proposed rezoning of the property to PB District is generally compatible with the surrounding area and consistent with UDO Section 2.3.

Should the development proposal not come to pass, however, and the Development Agreement that is a companion to this rezoning expire, then there does exist a concern that due to the size of the property (37.45 acres) the scale of office and professional services development that could occur on the property would be incompatible with the surrounding area. Accordingly, staff would recommend that any ordinance rezoning the subject properties to PB District, as well as the companion Development Agreement, include within it language that would declare the rezoning to be null and void and restore the current LDR District zoning designation to the properties should the project associated with the Development Agreement not be built and the Development Agreement expire.

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 PB 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

Traffic Impact Analysis (TIA)

Pursuant to UDO Section 9.2.18.C.24, a TIA is required to be submitted as part of the Development Agreement associated with this rezoning request. A TIA was prepared and submitted in conjunction with these applications. The TIA will be reviewed by staff, in coordination with the County traffic engineering consultant prior to approval by County Council.

Transportation

The subject properties are generally located 500 feet northwest of the intersection of Harrisburg Road and Barberville Road. Both Harrisburg Road and Barberville Road are maintained by the South Carolina Department of Transportation (SCDOT). The Average Annual Daily Traffic (AADT) volumes on Harrisburg and Barberville Roads are shown below:

AVERAGE ANNUAL DAILY TRAFFIC (AADT)				
Right-of-Way	**2016**	**2017**	**2018**	**2019**
Harrisburg Road	6,500	7,000	7,100	7,600
Barberville Road	6,300	7,400	7,500	6,300

Source: SCDOT

Public Utilities

Lancaster County Water and Sewer District (LCWSD) has indicated that they have no issue with the proposed rezoning; however they have indicated that the developer will need to connect to the sewer infrastructure that will be installed for the Patterson Preserve development, across Harrisburg Road (once installed), or install sewer to the Sugar Creek offsite sewer line, in the event the Patterson Preserve development does not occur in a timely manner for this development. Additionally, water service is available to the subject properties.

Public Schools

The subject properties are in the attendance zones of Indian Land Elementary, Indian Land Middle and Indian Land High Schools. Capacity should be improved with the opening of the Indian Land Intermediate and High Schools within the next year.

COMMUNITY MEETING

A virtual community meeting was held online by the applicant on November 17, 2002 (*see attached Community Meeting notes*). While only two members of the public attended the meeting, neither had any comments.

PHOTOS OF PROJECT AREA:

Looking northeast from Harrisburg Road toward subject property

Looking northeast from Harrisburg Road toward subject property

Looking north from Harrisburg Road toward subject property

Looking southwest across Harrisburg Road from subject property

STAFF RECOMMENDATION:

Staff recommends approval of the request to rezone approximately 14.6 acres of land along Harrisburg Road (TM# 0002-00-008.00) from Low Density Residential (LDR) District to Medium Density Residential (MDR) District pursuant to the following findings of fact:

1. That the Zoning Map Amendment consists of 37.45 acres of land located on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road, and consists of parcels 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14;
2. That the Zoning Map Amendment would rezone properties currently zoned LDR District to PB District;
3. That the Future Land Use Category for the 37.45 acres of land is Neighborhood Mixed Use, and the Community Type is Walkable Neighborhood; and
4. That the proposed PB District, as intended to be developed per the companion Development Agreement (DA-020-2650), will result in a project that is generally consistent with the surrounding area which is comprised of LDR, MDR and NB Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Concept Plan
4. Community Meeting Notes

STAFF CONTACT:

Robert G. 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 10956 Harrisburg Road

City Indian Land State SC Zip 29707 Tax Parcel ID 003-00-040.07, 003-00-040.01, 003-00-040.14

Current Zoning LDR Current Use Single Family/Vacant

Proposed Zoning PB (multi family attached) Total Acres 37.45

Project Description Single story low density attached apartment neighborhood. Each dwelling will contain 2 bedrooms and a private two car attached garage.with direct entry. Each building will be limited to no more than 4 dwellings. All dwellings will benefit from zero clearance thresholds, vaulted ceilings and outdoor patios or decks.

Surrounding Property Description Properties to the are north, east and west are zoned LDR and contain single family and property to be retained by landowner to the south is vacant.

CONTACT INFORMATION

Applicant Name Bob Dyer

Address 7007 East Pleasant Valley Road

City Independence State OH Zip 44236 Phone 330 819 3977

Fax _____ Email bdyer@byredwood.com

Property Owner Name Amanda Jayne Patterson, Trustee, Karen Lynn Patterson, Susan P Patterson

Address 940 Thorn Ridge Lane

City Lake Wylie State SC Zip 29710 Phone 704 200 8167

Fax _____ Email mpatterson@paraclerealty.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.

Bob Dyer _____ 10/29/20

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 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 $325.00
- Rezoning Application Fee – multi parcel $500.00

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.

AFFIDAVIT OF
PROPERTY OWNERS

The undersigned, having been duly cautioned and sworn, hereby state:

1. The undersigned (collectively, the "Owners") are all of the owners of that certain property located northeast of Harrisburg Road and northwest of Barberville Road in the City of Lancaster and State of South Carolina, known as Permanent Parcel Numbers 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14, collectively consisting of approximately 52.6 acres (collectively, the "Property").

2. The Owners hereby confirm that Redwood has the consent of the Owners to act as the Owner's agent and enter into, and submit to the respective governmental office(s), such documentation as necessary in order to obtain the necessary approvals for Redwood's intended development of the Property.

FURTHER AFFIANTS SAYETH NAUGHT.

AMANDA JAYNE PATTERSON, TRUSTEE OF
THE WILLIAM S. PATTERSON REVOCABLE
LIVING TRUST DATED NOVEMBER 2, 2010

AMANDA J. PATTERSON

KAREN LYNN PATTERSON

SUSAN P. PATTERSON

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Amanda J. Patterson, both individually and as Trustee of the William S. Patterson Revocable Living Trust dated November 2, 2010, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Karen Lynn Patterson, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Susan S. Patterson, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

Location Map

Case Numbers: RZ-020-2650 and DA-020-2650

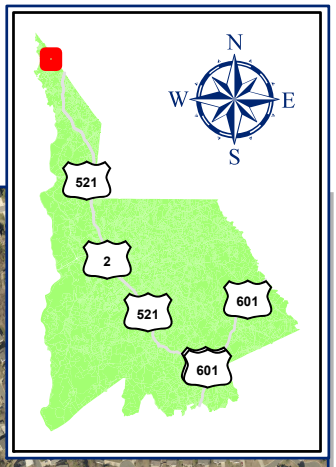
Proposal: Rezone approximately 37.45 acres of land from Low Density Residential (LDR) to Professional Business (PB)

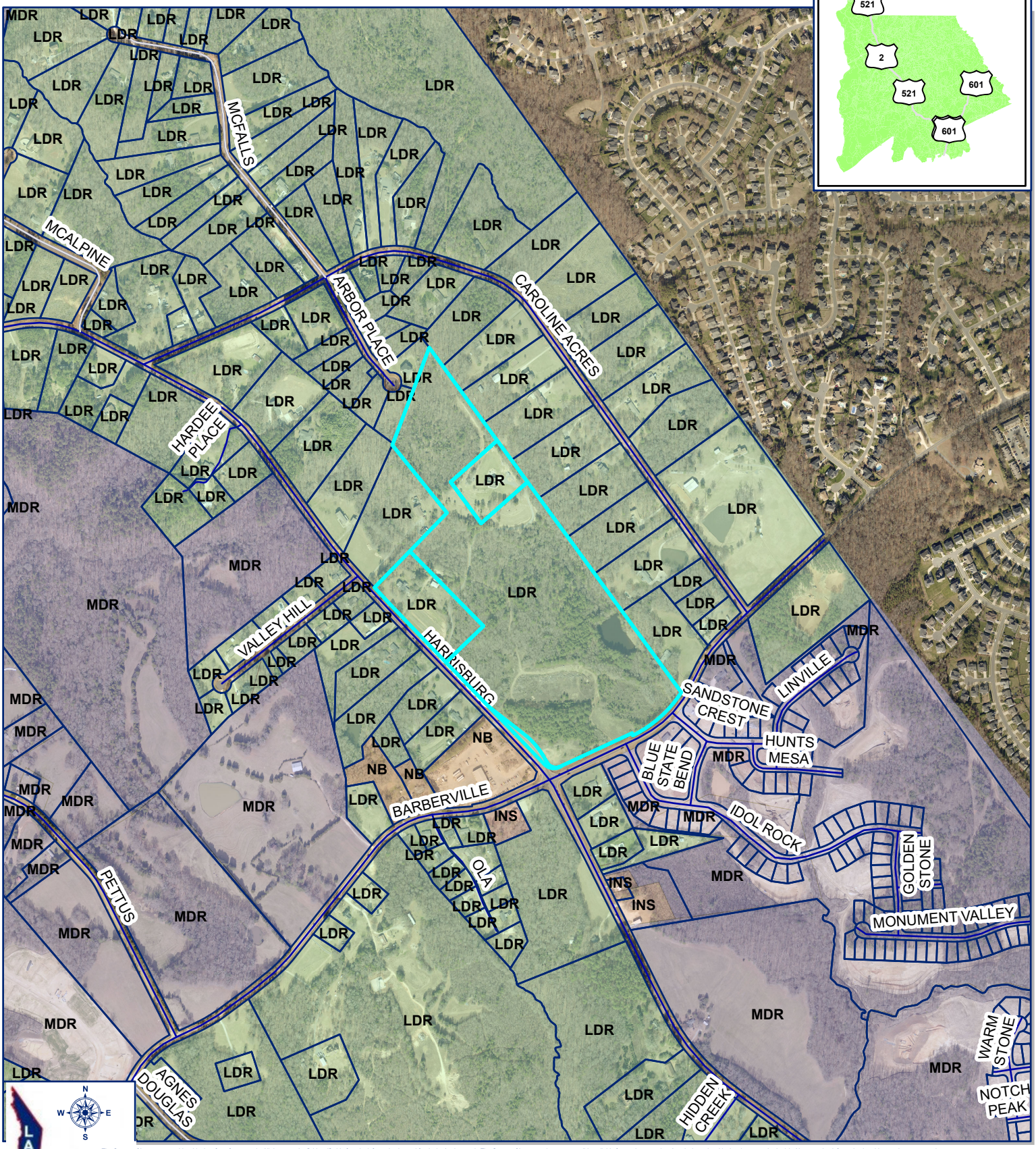
Tax Map #'s: 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14)

Applicant: Redwood USA, LLC

Map Date: November 24, 2020

Map Created by: RT



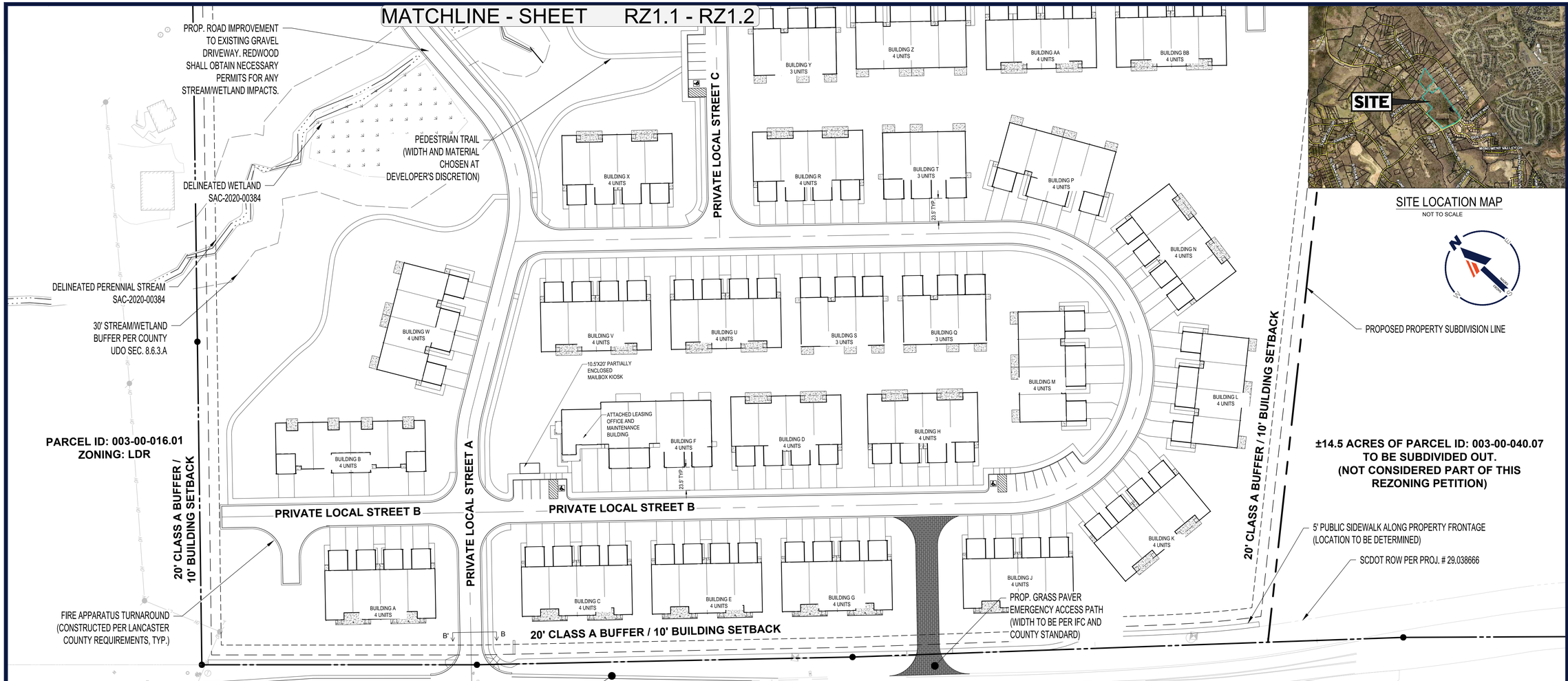


The County of Lancaster provides this data for reference only. All data must be field verified before the information is used for design/project work. The County of Lancaster is not responsible or liable for any inaccuracies. Any design using this data is at users' sole risk. Also note that information is subject to change at any time.

0 0.0425 0.085 0.17 0.255 0.34 Miles

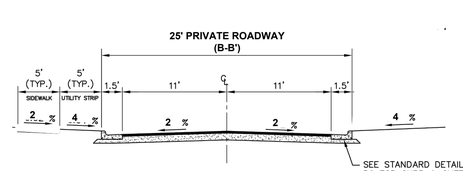
0 275 550 1,100 1,650 2,200 Feet

Lancaster County South Carolina



SITE LOCATION MAP

NOT TO SCALE



PAVEMENT DESIGN
1.5" TYPE C SURFACE COURSE
1.5" TYPE C INTERMEDIATE COURSE
8.0" A.B.C.

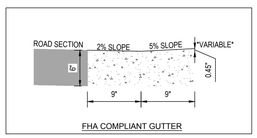
25' ROADWAY SECTION
SECTION VIEW

NOTES:
1. NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING.
2. PAVEMENT DESIGN SHALL BE THE GREATER AS SHOWN OR AS DETERMINED BY A CBR ANALYSIS.
3. WHEN THE SIDEWALK ABUTS CURB, THE SIDEWALK SHALL BE 6' WIDTH MIN.

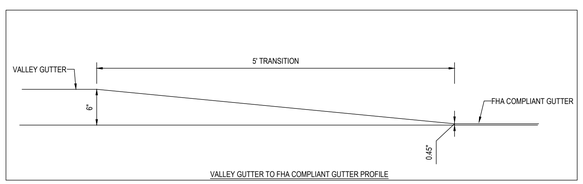
LANCASTER COUNTY SOUTH CAROLINA
EFFECTIVE: XX/XX/XX

LOCAL STREET (URBAN) **(MODIFIED)**

DETAIL No. R1 SHEET 1 OF 1



FHA COMPLIANT GUTTER



VALLEY GUTTER TO FHA COMPLIANT GUTTER PROFILE

DEVELOPMENT DATA TABLE:	
PARCEL INFORMATION	
ADDRESS	10956 HARRISBURG RD
TAX PARCEL ID	003-00-040.07 003-00-040.01 003-00-040.14
CURRENT ZONING/USE	LDR (LOW DENSITY RESIDENTIAL)
PROPOSED ZONING/USE	PB (PROFESSIONAL BUSINESS) / MULTI-FAMILY RESIDENTIAL APARTMENTS
SITE DATA	
TOTAL DEVELOPMENT AREA TO BE REZONED:	37.45 AC
TOTAL OVERALL PROPERTY AREA	51.95 AC
RESIDENTIAL DWELLINGS	155
PROPOSED/MAXIMUM DENSITY	155 UNITS/37.45 ACRES = ±4.14 DU/AC
BUILDING SEPARATION	PROVIDED - 20'
MAXIMUM BUILDING HEIGHT	ALLOWED - 35', PROVIDED - 20' (1-STORY)
MINIMUM PERVIOUS AREA	REQUIRED = 24% (9 AC) PROVIDED = 24% (9 AC)
PARKING DATA	
AUTO PARKING REQUIRED 240 MINIMUM (1.5 SPACES PER UNIT) NO MAXIMUM	
AUTO PARKING PROVIDED	
GARAGE	310
DRIVEWAY	310
GUEST	33
SETBACKS & BUFFERS	
PERIMETER BUILDING SETBACKS	FRONT SETBACK: 10' SIDE SETBACK: 10' REAR SETBACK: 10'
PERIMETER BUFFERS/YARDS	BUFFER: CLASS A - 20' BETWEEN ADJACENT PARCELS ZONED LDR

PURPOSE: THE REZONING OF (3) PARCELS TOTALLING 37.45 ACRES FOR THE PURPOSES OF MULTI-FAMILYHOUSING.

WORK TO INCLUDE 155 SINGLE-STORY MULTI-FAMILY APARTMENT DWELLINGS.

NOTES:

SITE PLAN IS SCHEMATIC IN NATURE, SOME VARIATIONS TO PLAN MAY OCCUR IN FINAL DESIGN BUT SHALL MEET THE OVERALL INTENT OF THIS PLAN AND SHALL COMPLY WITH THE APPLICABLE ORDINANCE REQUIREMENTS.

NOTES:

1. THIS PROJECT WILL UTILIZE ROLL OUT CARTS FOR TRASH PICK UP. TRASH SERVICE WILL BE SETUP THRU REDWOOD DEVELOPMENT.
2. ENTRANCES AND PARKING AREAS WITHIN THE DEVELOPMENT WILL BE ADEQUATELY LIGHTED TO ENSURE THE SAFETY OF PERSONS AND THE SECURITY OF BUILDINGS.
3. INTERNAL ROAD DESIGN BASED ON LANCASTER COUNTY RESIDENTIAL STREET STANDARDS
4. EXISTING PROPERTIES (PIN #003-00-040.7, 003-00-040.01, 003-00-040.14) TO BE RECOMBINED INTO (1) LOT. A PORTION (±14.5 AC) OF 003-00-040.07 IS TO BE SUBDIVIDED OUT. PORTION IS NOT TO BE CONSIDERED AS PART OF THIS REZONING PETITION.
5. EXISTING WETLANDS AND STREAMS ARE PRESENT ON SITE (USACE VERIFICATION I.D. SAC-2020-00384).
6. TREE PRESERVATION AREAS SHALL BE PROVIDED WHEREVER POSSIBLE ONSITE, AT THE DEVELOPER'S DISCRETION. TSAs SHALL MEET THE GUIDELINES OF COUNTY UDO SECTION 7.1.2.
7. STREET TREES SHALL BE PROVIDED AT THE DEVELOPER'S DISCRETION, ALONG ALL PRIVATE RESIDENTIAL DRIVEWAY/ALLEYS ONSITE. DEVELOPER SHALL ADHERE TO COUNTY SPECIFICATIONS FOR SPECIES, SPACING AND STREET SEPARATION.
8. BUILDING PERIMETER LANDSCAPING SHALL BE PROVIDED PER COUNTY UDO SEC. 7.1.3 (C).
9. FINAL BUILDING UNIT DIMENSIONS MAY VARY SLIGHTLY FROM WHAT IS SHOWN IN REZONING PLANS.
10. PROPOSED LANDSCAPING SHALL BE MAINTAINED BY REDWOOD DEVELOPMENT.
11. SITE AMENITIES TO INCLUDE WALKING TRAIL ALONG EXISTING STREAM AND FOUNTAINS FOR PROPOSED PONDS.

CONTACTS

OWNER:
PATTERSON, AMANDA JAYNE TRUSTEE
10962 HARRISBURG RD
INDIAN LAND SC 29707

DEVELOPER:
REDWOOD LIVING
ADDRESS: 7510 EAST PLEASANT VALLEY ROAD INDEPENDENCE, OH 44131
EMAIL: BDYER@BYREDWOOD.COM
PHONE: 330.819.3977

PROJECT TEAM:

7510 EAST PLEASANT VALLEY ROAD INDEPENDENCE, OH 44131
Phone: (330) 819-3977

BOHLER ENGINEERING NC, PLLC

1927 S. TRYON STREET, SUITE 310 CHARLOTTE, NC 28203
Phone: (980) 272-3400

MANN • PARSONS • GRAY ARCHITECTS

3660 EMBASSY PARKWAY AKRON, OH 44333
Phone: (330) 666-5770

50 25 12.5 0 50
1"= 50'

BOHLER™
BOHLER ENGINEERING NC, PLLC
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL ASSESSMENT
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE DESIGN, CIVIL DESIGN AND CONTENT OF THESE PLANS, PROPRIETARY AND LEGAL NOT BE COPIED OR USED FOR ANY PURPOSE, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BOHLER. ONLY APPROVED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

811 Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

FOR CONCEPT PURPOSES ONLY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	NCC192101
DRAWN BY:	TAM
CHECKED BY:	DR
DATE:	05/20/2020
CAD I.D.:	REZONING

PROJECT:

REZONING PLANS

FOR

Redwood APARTMENT NEIGHBORHOODS

REDWOOD INDIAN LAND

10962 HARRISBURG RD.
INDIAN LAND, SC 29707

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132

1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
Phone: (980) 272-3400
Fax: (980) 272-3401
NC@BohlerEng.com

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 33864 MICHAEL A. THEBERGE 10/29/20

SHEET TITLE:

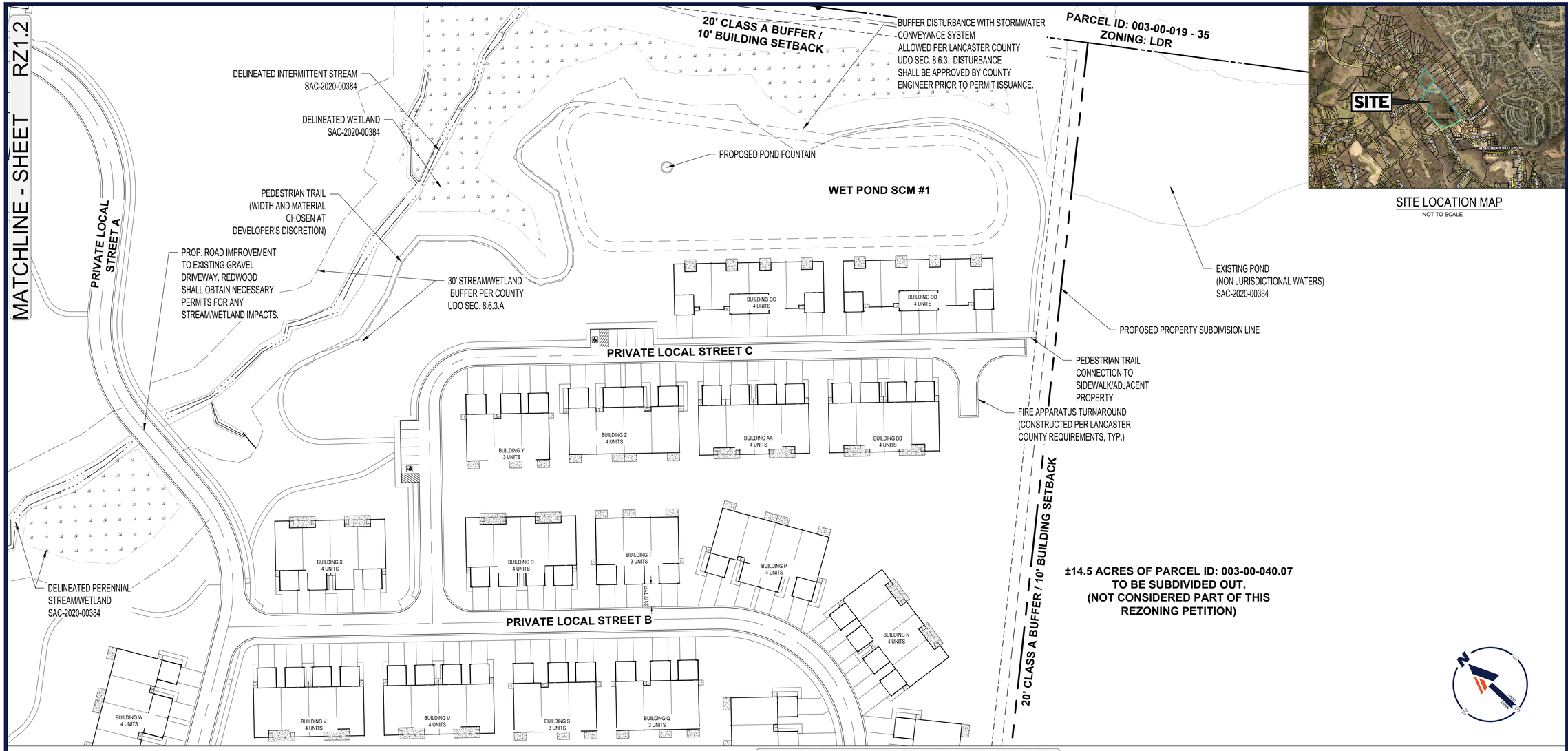
REZONING: CONCEPTUAL SITE PLAN

SHEET NUMBER:

RZ-1.0

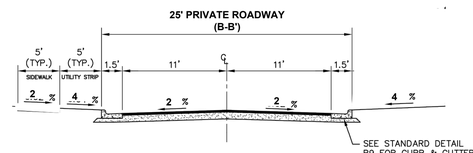
ORG. DATE - 05/20/2020

C:\PROGRAMDATA\BOHLER\CS\2020\TEMP\ACPUBLISH_116876\REDWOOD INDIAN LAND - REZONING PLANS - 201022---LAYOUT REZONING PLAN RZ1.0



±14.5 ACRES OF PARCEL ID: 003-00-040.07 TO BE SUBDIVIDED OUT. (NOT CONSIDERED PART OF THIS REZONING PETITION)

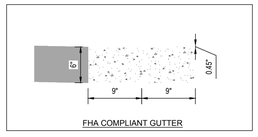
MATCHLINE - SHEET RZ1.0



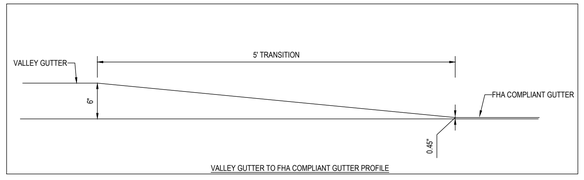
PAVEMENT DESIGN
1.5" TYPE C SURFACE COURSE
1.5" TYPE C INTERMEDIATE COURSE
8.0" A.B.C.

25' ROADWAY SECTION
SECTION VIEW

NOTES:
1. NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING.
2. PAVEMENT DESIGN SHALL BE THE GREATER AS SHOWN OR AS DETERMINED BY A CBR ANALYSIS.
3. WHEN THE SIDEWALK ABUTS CURB, THE SIDEWALK SHALL BE 6' WIDTH MIN.



FHA COMPLIANT GUTTER



VALLEY GUTTER TO FHA COMPLIANT GUTTER PROFILE

DEVELOPMENT DATA TABLE:	
PARCEL INFORMATION	
ADDRESS	10956 HARRISBURG RD
TAX PARCEL ID	003-00-040.07 003-00-040.01 003-00-040.14
CURRENT ZONING/USE	LDR (LOW DENSITY RESIDENTIAL)
PROPOSED ZONING/USE	PB (PROFESSIONAL BUSINESS) / MULTI-FAMILY RESIDENTIAL APARTMENTS
SITE DATA	
TOTAL DEVELOPMENT AREA TO BE REZONED:	37.45 AC
TOTAL OVERALL PROPERTY AREA	51.95 AC
RESIDENTIAL DWELLINGS	155
PROPOSED/MAXIMUM DENSITY	155 UNITS/37.45 ACRES = ±4.14 DUAC
BUILDING SEPARATION	PROVIDED - 20'
MAXIMUM BUILDING HEIGHT	ALLOWED - 35', PROVIDED - 20' (1-STORY)
MINIMUM PERVIOUS AREA	REQUIRED = 24% (9 AC) PROVIDED = 24% (9 AC)
PARKING DATA	
AUTO PARKING REQUIRED 240 MINIMUM (1.5 SPACES PER UNIT) NO MAXIMUM	
AUTO PARKING PROVIDED	
GARAGE	310
DRIVEWAY	310
GUEST	33
SETBACKS & BUFFERS	
PERIMETER BUILDING SETBACKS	FRONT SETBACK: 10' SIDE SETBACK: 10' REAR SETBACK: 10'
PERIMETER BUFFERS/YARDS	BUFFER: CLASS A - 20' BETWEEN ADJACENT PARCELS ZONED LDR

PURPOSE: THE REZONING OF (3) PARCELS TOTALLING 37.45 ACRES FOR THE PURPOSES OF MULTI-FAMILYHOUSING.

WORK TO INCLUDE 155 SINGLE-STORY MULTI-FAMILY APARTMENT DWELLINGS.

NOTES:

SITE PLAN IS SCHEMATIC IN NATURE, SOME VARIATIONS TO PLAN MAY OCCUR IN FINAL DESIGN BUT SHALL MEET THE OVERALL INTENT OF THIS PLAN AND SHALL COMPLY WITH THE APPLICABLE ORDINANCE REQUIREMENTS.

NOTES:

1. THIS PROJECT WILL UTILIZE ROLL OUT CARTS FOR TRASH PICK UP. TRASH SERVICE WILL BE SETUP THRU REDWOOD DEVELOPMENT.
2. ENTRANCES AND PARKING AREAS WITHIN THE DEVELOPMENT WILL BE ADEQUATELY LIGHTED TO ENSURE THE SAFETY OF PERSONS AND THE SECURITY OF BUILDINGS.
3. INTERNAL ROAD DESIGN BASED ON LANCASTER COUNTY RESIDENTIAL STREET STANDARDS
4. EXISTING PROPERTIES (PIN #003-00-040.7, 003-00-040.01, 003-00-040.14) TO BE RECOMBINED INTO (1) LOT. A PORTION (±14.5 AC) OF 003-00-040.07 IS TO BE SUBDIVIDED OUT. PORTION IS NOT TO BE CONSIDERED AS PART OF THIS REZONING PETITION.
5. EXISTING WETLANDS AND STREAMS ARE PRESENT ON SITE (USACE VERIFICATION I.D. SAC-2020-00384).
6. TREE PRESERVATION AREAS SHALL BE PROVIDED WHEREVER POSSIBLE ONSITE, AT THE DEVELOPER'S DISCRETION. TSAs SHALL MEET THE GUIDELINES OF COUNTY UDO SECTION 7.1.2
7. STREET TREES SHALL BE PROVIDED AT THE DEVELOPER'S DISCRETION, ALONG ALL PRIVATE RESIDENTIAL DRIVEWAY/ALLEYS ONSITE. DEVELOPER SHALL ADHERE TO COUNTY SPECIFICATIONS FOR SPECIES, SPACING AND STREET SEPARATION.
8. BUILDING PERIMETER LANDSCAPING SHALL BE PROVIDED PER COUNTY UDO SEC. 7.1.3 (C).
9. FINAL BUILDING UNIT DIMENSIONS MAY VARY SLIGHTLY FROM WHAT IS SHOWN IN REZONING PLANS.
10. PROPOSED LANDSCAPING SHALL BE MAINTAINED BY REDWOOD DEVELOPMENT.
11. SITE AMENITIES TO INCLUDE WALKING TRAIL ALONG EXISTING STREAM AND FOUNTAINS FOR PROPOSED PONDS.

CONTACTS

OWNER:
PATTERSON, AMANDA JAYNE TRUSTEE
10962 HARRISBURG RD
INDIAN LAND SC 29707

DEVELOPER:
REDWOOD LIVING
ADDRESS: 7510 EAST PLEASANT VALLEY ROAD
INDEPENDENCE, OH 44131
EMAIL: BOYER@BYREDWOOD.COM
PHONE: 330.819.3977

PROJECT TEAM:

Redwood APARTMENT NEIGHBORHOODS

7510 EAST PLEASANT VALLEY ROAD
INDEPENDENCE, OH 44131
Phone: (330) 819-3977

BOHLER
BOHLER ENGINEERING NC, PLLC

1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
Phone: (980) 272-3400

MPG
MANN · PARSONS · GRAY
ARCHITECTS

3660 EMBASSY PARKWAY
AKRON, OH 44333
Phone: (330) 666-5770

50 25 12.5 0 50
1"= 50'

BOHLER™
BOHLER ENGINEERING NC, PLLC
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE BOHLER CIVIL DESIGN AND CONTENT OF THESE PLANS IS PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BOHLER. ONLY APPROVED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

811 Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

FOR CONCEPT PURPOSES ONLY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	NCC192101
DRAWN BY:	TAM
CHECKED BY:	DR
DATE:	05/20/2020
CAD I.D.:	REZONING

PROJECT:

REZONING PLANS

FOR

Redwood APARTMENT NEIGHBORHOODS

REDWOOD INDIAN LAND

10962 HARRISBURG RD.
INDIAN LAND, SC 29707

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132

1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
Phone: (980) 272-3400
Fax: (980) 272-3401
NC@BohlerEng.com

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 33864 MICHAEL A. THERRIEN 10/29/20

SHEET TITLE:

REZONING: CONCEPTUAL SITE PLAN

SHEET NUMBER:

RZ-1.1

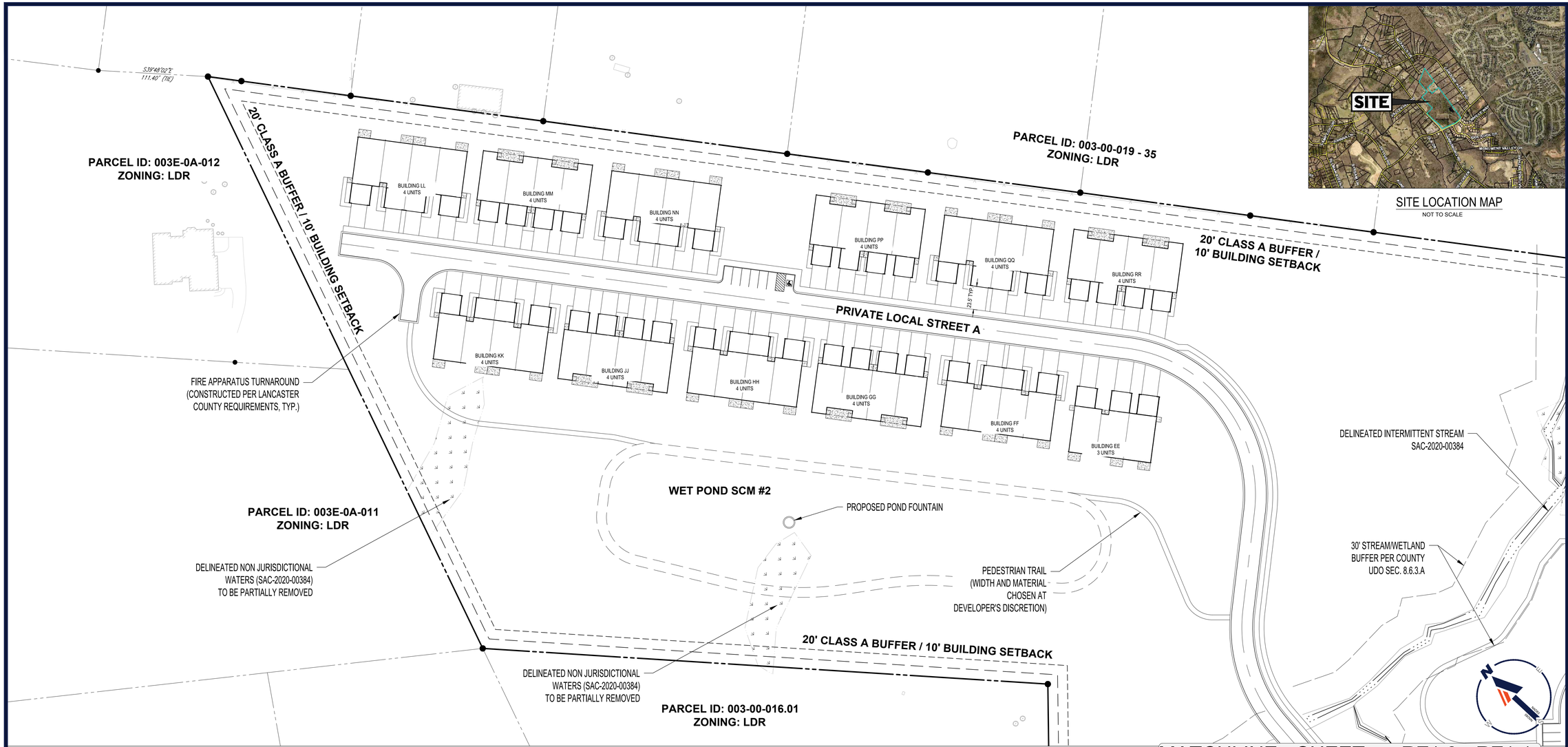
ORG. DATE - 05/20/2020

LOCAL STREET (URBAN) **(MODIFIED)**

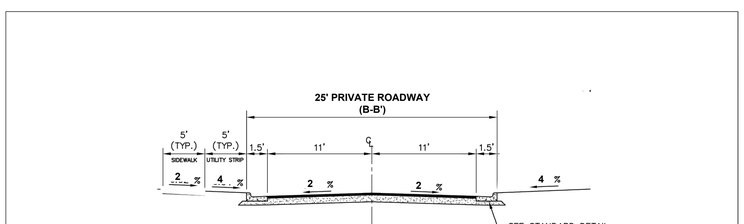
DETAIL No. R1 SHEET 1 OF 1

EFFECTIVE: XX/XX/XX

Oct 29, 2020
C:\PROJ\BOHLER\DATA\BOHLER\CAD\2020\TEMP\ACPUBLISH_116\RREDWOOD INDIAN LAND - REZONING PLANS - 201022---LAYOUT REZONING PLAN RZ1.1



SITE LOCATION MAP
NOT TO SCALE



PAVEMENT DESIGN
1.5" TYPE C SURFACE COURSE
1.5" TYPE C INTERMEDIATE COURSE
8.0" A.B.C.

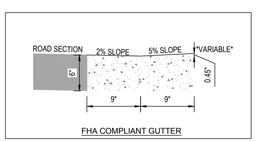
25' ROADWAY SECTION
SECTION VIEW

NOTES:
1. NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING.
2. PAVEMENT DESIGN SHALL BE THE GREATER AS SHOWN OR AS DETERMINED BY A CBR ANALYSIS.
3. WHEN THE SIDEWALK ABUTS CURB, THE SIDEWALK SHALL BE 6' WIDTH MIN.

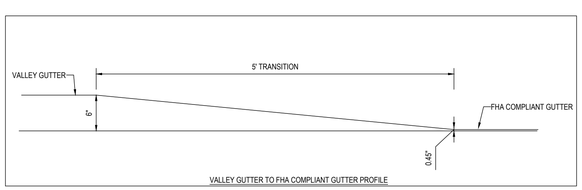
EFFECTIVE: XX/XX/XX

LOCAL STREET (URBAN) **(MODIFIED)**

DETAIL No. R1
SHEET 1 OF 1



FHA COMPLIANT GUTTER



VALLEY GUTTER TO FHA COMPLIANT GUTTER PROFILE

DEVELOPMENT DATA TABLE:	
PARCEL INFORMATION	
ADDRESS	10956 HARRISBURG RD
TAX PARCEL ID	003-00-040.07 003-00-040.01 003-00-040.14
CURRENT ZONING/USE	LDR (LOW DENSITY RESIDENTIAL)
PROPOSED ZONING/USE	PB (PROFESSIONAL BUSINESS) / MULTI-FAMILY RESIDENTIAL APARTMENTS
SITE DATA	
TOTAL DEVELOPMENT AREA TO BE REZONED:	37.45 AC
TOTAL OVERALL PROPERTY AREA	51.95 AC
RESIDENTIAL DWELLINGS	155
PROPOSED/MAXIMUM DENSITY	155 UNITS/37.45 ACRES = ±4.14 DUAC
BUILDING SEPARATION	PROVIDED - 20'
MAXIMUM BUILDING HEIGHT	ALLOWED - 35', PROVIDED - 20' (1-STORY)
MINIMUM PERVIOUS AREA	REQUIRED = 24% (9 AC) PROVIDED = 24% (9 AC)
PARKING DATA	
AUTO PARKING REQUIRED 240 MINIMUM (1.5 SPACES PER UNIT) NO MAXIMUM	
AUTO PARKING PROVIDED	
GARAGE	310
DRIVEWAY	310
GUEST	33
SETBACKS & BUFFERS	
PERIMETER BUILDING SETBACKS	FRONT SETBACK: 10' SIDE SETBACK: 10' REAR SETBACK: 10'
PERIMETER BUFFERS/YARDS	BUFFER: CLASS A - 20' BETWEEN ADJACENT PARCELS ZONED LDR

PURPOSE:
THE REZONING OF (3) PARCELS TOTALLING 37.45 ACRES FOR THE PURPOSES OF MULTI-FAMILYHOUSING.

WORK TO INCLUDE 155 SINGLE-STORY MULTI-FAMILY APARTMENT DWELLINGS.

NOTES:
SITE PLAN IS SCHEMATIC IN NATURE. SOME VARIATIONS TO PLAN MAY OCCUR IN FINAL DESIGN BUT SHALL MEET THE OVERALL INTENT OF THIS PLAN AND SHALL COMPLY WITH THE APPLICABLE ORDINANCE REQUIREMENTS.

NOTES:
1. THIS PROJECT WILL UTILIZE ROLL OUT CARTS FOR TRASH PICK UP. TRASH SERVICE WILL BE SETUP THRU REDWOOD DEVELOPMENT.
2. ENTRANCES AND PARKING AREAS WITHIN THE DEVELOPMENT WILL BE ADEQUATELY LIGHTED TO ENSURE THE SAFETY OF PERSONS AND THE SECURITY OF BUILDINGS.
3. INTERNAL ROAD DESIGN BASED ON LANCASTER COUNTY RESIDENTIAL STREET STANDARDS
4. EXISTING PROPERTIES (PIN #003-00-040.7, 003-00-040.01, 003-00-040.14) TO BE RECOMBINED INTO (1) LOT. A PORTION (±14.5 AC) OF 003-00-040.07 IS TO BE SUBDIVIDED OUT. PORTION IS NOT TO BE CONSIDERED AS PART OF THIS REZONING PETITION.
5. EXISTING WETLANDS AND STREAMS ARE PRESENT ON SITE (USACE VERIFICATION I.D. SAC-2020-00384).
6. TREE PRESERVATION AREAS SHALL BE PROVIDED WHEREVER POSSIBLE ONSITE. AT THE DEVELOPER'S DISCRETION. TSAs SHALL MEET THE GUIDELINES OF COUNTY UDO SECTION 7.1.2
7. STREET TREES SHALL BE PROVIDED AT THE DEVELOPER'S DISCRETION, ALONG ALL PRIVATE RESIDENTIAL DRIVEWAYVALLEYS ONSITE. DEVELOPER SHALL ADHERE TO COUNTY SPECIFICATIONS FOR SPECIES, SPACING AND STREET SEPARATION.
8. BUILDING PERIMETER LANDSCAPING SHALL BE PROVIDED PER COUNTY UDO SEC. 7.1.3 (C).
9. FINAL BUILDING UNIT DIMENSIONS MAY VARY SLIGHTLY FROM WHAT IS SHOWN IN REZONING PLANS.
10. PROPOSED LANDSCAPING SHALL BE MAINTAINED BY REDWOOD DEVELOPMENT.
11. SITE AMENITIES TO INCLUDE WALKING TRAIL ALONG EXISTING STREAM AND FOUNTAINS FOR PROPOSED PONDS.

OWNER:
PATTERSON, AMANDA JAYNE TRUSTEE
10962 HARRISBURG RD
INDIAN LAND SC 29707

DEVELOPER:
REDWOOD LIVING
ADDRESS: 7510 EAST PLEASANT VALLEY ROAD
INDEPENDENCE, OH 44131
EMAIL: BDYER@BYREDWOOD.COM
PHONE: 330.819.3977

PROJECT TEAM:

7510 EAST PLEASANT VALLEY ROAD
INDEPENDENCE, OH 44131
Phone: (330) 819-3977

BOHLER ENGINEERING NC, PLLC
1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
Phone: (980) 272-3400

3660 EMBASSY PARKWAY
AKRON, OH 44333
Phone: (330) 666-5770

50 25 12.5 0 50
1"= 50'

BOHLER
BOHLER ENGINEERING NC, PLLC
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL ASSESSMENT
PERMITTING SERVICES
TRANSPORTATION SERVICES
THE DESIGN, CIVIL DESIGN AND CONTENT OF THESE PLANS IS PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BOHLER. ONLY APPROVED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.
© BOHLER

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

811 Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

FOR CONCEPT PURPOSES ONLY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	NCC192101
DRAWN BY:	TAM
CHECKED BY:	DR
DATE:	05/20/2020
CAD I.D.:	REZONING

PROJECT:
REZONING PLANS
FOR
Redwood APARTMENT NEIGHBORHOODS
REDWOOD INDIAN LAND
10962 HARRISBURG RD.
INDIAN LAND, SC 29707

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132
1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
Phone: (980) 272-3400
Fax: (980) 272-3401
NC@BohlerEng.com

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 33864 MICHAEL A. THEBERGE 10/29/20

SHEET TITLE:
REZONING: CONCEPTUAL SITE PLAN

SHEET NUMBER:
RZ-1.2

ORG. DATE - 05/20/2020

Oct 29, 2020
C:\PROGRAMDATA\BOHLERC\302020\TEMP\ACPUBLISH_11668\REDWOOD INDIAN LAND - REZONING PLANS_201022---LAYOUT REZONING PLAN RZ1.2

Redwood Community Meeting **November 17, 2020**

Participants: Bob Dyer (Redwood USA), Daniel Renckens (Bohler Engineering), Tony Zook (Bolher Engineering), Ronald J. Ledford, Rad Schneider,

Presentation:

1. *Introduction to Redwood (Dyer)*
    a. Where Redwood is developing: Monroe, Lake Wylie, Kannapolis, Concord, Greenville…
    b. Who lives in a Redwood community: not kids
    c. What does Redwood build: single-story, attached garage, 2-bed/2-bath, outdoor patio, private low-speed streets
2. *The Site (Dyer)*
    a. 37.45 acres, vacant/undeveloped
    b. Site analysis – good drainage, stream corridor, existing vegetation to be preserved for buffering
3. *Proposed Site Plan (Dyer)*
    a. Zoning: pb; 155 dwellings (4.14 du/ac); multiple dwelling types, leasing office, generous trail network, trailhead and overlook; significant tree save
4. *Architecture – Exterior (Dyer)*
    a. Photos from Spartanburg, SC
    b. Various renderings
5. *Architecture – Interior (Dyer)*
6. *Peace, Quiet, Comfort*: No hassles of home ownership, older folks find this type of development to be enjoyable. Largest portion of people living in neighborhood come from 3miles away from that community.
7. *End of Presentation*
8. *Comments*: None.
9. *Questions on the site plan in relation to where you live?* None.
10. Dyer offered for folks to call him with questions, to speak with them directly about any concerns they may have.
11. Affirmed that they will be the long term neighbors and that this will not be sold.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1711 / Planning Case Number: DA-020-2650
Contact Person / Sponsor: Robert G. Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
The applicant has requested to rezone approximately 37.45 acres from Low Density Residential (LDR) District to Professional Business (PB) District. The intent is to develop a 155-unit three-family and four-family apartment project. Development Agreement also corresponds with RZ-2020-2650 for TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14.

Points to Consider:
Although not required by the UDO, the applicant has proposed a Development Agreement between themselves and Lancaster County in order to assist in the facilitation of the rezoning and voluntarily commit to any necessary mitigation.

The Development Agreement (Exhibit 1 to the staff report) has been submitted by the Developer. Please note that the proposed Development Agreement contains no provisions for payment of public safety fees or school fees to offset the expected impact of the development project.

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 warranted and desired.

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:
Staff recommended **Approval** of the Development Agreement.

At its meeting of December 15, 2020, the Planning Commission voted 6-1 (Sansbury against) to recommended **approval** of the Development Agreement. Noone from the public spoke in favor or opposition to the proposed Development Agreement.

The Development Agreement was presented at the Committee of the Whole (COW) meeting of February 9, 2021. The COW received the information, but had no specific questions regarding the Development Agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1711	3/1/2021	Ordinance
Memo for County Council	2/26/2021	Planning Staff Report
Staff Report	12/2/2020	Planning Staff Report
Ex 1: Proposed Development Agreement	12/4/2020	Exhibit
Ex 3: Traffic Impact Analysis	12/7/2020	Exhibit
Ex 4: Redwood Presentation	12/8/2020	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1711

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT WITH REDWOOD, USA, LLC, FOR A DEVELOPMENT PROJECT LOCATED ON HARRISBURG ROAD NEAR THE INTERSECTION OF BARBERVILLE 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) Redwood, USA, LLC, ("Redwood") has applied to rezone a total of approximately 37.45 acres for its development project. The intent is to build 15 Three Family (triplex) and Four Family (quadraplex) dwelling units, a leasing office/maintenance building, and associated amenities.

(b) The Development Agreement has been submitted and requested by Redwood so that it will have ongoing certainty of the development standards applicable to the property and to make provisions to offset the impacts of the development on public services.

(c) Proposed Ordinance 2021-1710 would rezone approximately 37.45 acres from Low Density Residential (LDR) District to the Professional Business (PB) District. Proposed Ordinance 2021-1709 would amend the text of the Unified Development Ordinance ("UDO") to amend how triplex and quadraplex dwellings may be developed and modify parking requirements for same.

(d) The Development Agreement attached hereto and incorporated herein as **Exhibit "A"** 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 December 15, 2020, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a 6-1 vote recommended approval of the Development Agreement for this project.

Section 2. Approval of Development Agreement.

The Development Agreement attached as **Exhibit "A**" 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: March 8, 2021
Public Hearing: March 22, 2021
Second Reading: March 22, 2021
Third Reading: April 12, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to approve a Development Agreement between Redwood USA, LLC, and Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 155-unit (4.14 dwelling units per acre), single-story, three-family (triplex) and four-family (quadraplex) apartment development located on approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14).
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Although not required by the Unified Development Ordinance (UDO), the applicant is proposing to enter into a Development Agreement with the County in order to facilitate the rezoning of approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road, from Low Density Residential (LDR) District to Professional Business (PB) District. The intent is to develop the land as a multi-family residential apartment project consisting of 155 Three Family (Triplex) and Four Family (Quadraplex) dwelling units, a leasing office/maintenance building and associated amenities.

It should be noted that the southeastern 14.5 acres of parcel 0003-00-040.07 will be subdivided from the parcel and is not proposed to be rezoned and is not a part of the Development Agreement.

The intent of this request is to secure the rezoning of the subject properties to PB District while guaranteeing how the property will ultimately be developed.

The applicant submitted the proposed Development Agreement enclosed with this staff report. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, description of uses, and traffic impact analysis (TIA).

COMMUNITY FACILITY NEEDS:

As part of the review of this Development Agreement, the various Lancaster County Division Heads identified that there were no community facility needs with regard to this project. This decision was arrived at in light of the recent development of the EMS Station #4 at 9576 Old Bailes Road and the site being within the Pleasant Valley Fire District in near proximity to Station #14 (9370 Possum Hollow Road).

PRIOR ACTIONS:

The Development Agreement was reviewed by the Planning Commission at their meeting of December 15, 2020, where the Commission recommended approval by a vote of 6-1.

The Development Agreement was presented at the Committee of the Whole (COW) meeting of February 9, 2021. The COW received the information, but had no specific questions regarding the Development Agreement.

PROPOSAL:	Request to approve a Development Agreement between Redwood USA, LLC, and Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 155-unit (4.14 dwelling units per acre), single-story, three-family (triplex) and four-family (quadraplex) apartment development located on approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14).
COUNCIL DISTRICT:	District 7, Brian Carnes

Although not required by the Unified Development Ordinance (UDO), the applicant is proposing to enter into a Development Agreement with the County in order to facilitate the rezoning of approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road, from Low Density Residential (LDR) District to Professional Business (PB) District. The intent is to develop the land as a multi-family residential apartment project consisting of 155 Three Family (Triplex) and Four Family (Quadraplex) dwelling units, a leasing office/maintenance building and associated amenities.

It should be noted that the southeastern 14.5 acres of parcel 0003-00-040.07 will be subdivided from the parcel and is not proposed to be rezoned and is not a part of the Development Agreement.

The intent of this request is to secure the rezoning of the subject properties to PB District while guaranteeing how the property will ultimately be developed.

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, 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. It is anticipated that the Development Agreement will be reviewed by a County Council subcommittee in January 2021. The second and final public hearing is tentatively scheduled to occur before County Council on January 25, 2021 (first reading of the ordinance).

A copy of the Development Agreement template is also enclosed with this memo. It does not include any proposed fees, which will be discussed with a County Council subcommittee and County Council.

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

STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	_____

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of *_[DATE OF THIRD READING APPROVAL]*____, 2020 ("Agreement Date"), by and among **REDWOOD USA, LLC**, a _____ ("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 37.45 acres, more or less, located in the County and known as Redwood Indian Land development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that the Property be rezoned to Professional Business (PB) District;

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and 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 Professional Business (PB) 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 ___*[DATE OF THIRD READING APPROVAL]*____, 2020.

(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 [_____ Comprehensive Plan adopted _____ and updated on _____].

(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 the Redwood USA, LLC, 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. 2020-####" means Ordinance No. 2020-### of the County, zoning the Property PB, Professional Business District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2020 - _____" means Ordinance No. 2020- _____ 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-3.

(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 3 parcels of land identified as Tax Map Nos. 003-00-040.07 (portion), 003-00-040.01, and 0003-00-040.14 and is reflected in Exhibits A-1 (legal description) and A-2 (plats) attached hereto and incorporated herein by reference as of the exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. The Property was previously zoned Low Density Residential (LDR) but pursuant to Ordinance No. 2020-####, the Property has been rezoned to Professional Business District (PB).

Section 1.06. Development Program.

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

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

Section 1.07 Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

(C) Developer acknowledges and agrees that it and its successors and assigns (*i*) are responsible for the development of the Property if and when Developer acquires title to or 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. 2020-____ 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. 2020-___ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five and that the highlands equal approximately thirty-five and 71/100 acres (35.71).

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. **Vested Right to Develop.**

(A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement, 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) Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2020-####, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program set forth on Exhibit B to this Agreement, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) 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 agreed the vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as Sections 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 changes. 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 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 approval;
(2) Preliminary 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 laws 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 in phases 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 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than _____ 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 disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

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

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

ARTICLE V

MISCELLANEOUS

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

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

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:
[Redwood entity]
c/o Redwood USA LLC
Attn: Bob Dyer
7007 E. Pleasant Valley Road
Independence, OH 44131

Bdyer@byRedwood.com

With a Copy to: Chief Legal Officer
Redwood USA LLC
7007 E. Pleasant Valley Road
Independence, OH 44131
E-mail: legal@byRedwood.com

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 obligations 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 jurisdiction and venue for disputes relating to this Agreement is the Sixth (6^{th}) Judicial Circuit of the State of South Carolina.

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

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

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

Section 5.19 When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when the County and Developer have each executed the Agreement. The obligation of 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.

DEVELOPER:

WITNESSES:

_____

_____

REDWOOD USA, LLC, a _____

By: _____
Name: _____
Title: _____

COUNTY:

WITNESSES:

_____

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

_____ Date: _____

_____ By: _____
Larry Honeycutt, Secretary, County Council

_____ Date: _____

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

I, _____, Notary of the Public of the State of _____, do hereby certify that Redwood USA, LLC, by _____, its _____ personally appeared before me this ____ day of _____, 2020, and acknowledged the execution of the foregoing instrument.

_____
Notary Public for _____
Print Name: _____
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

I, _____, Notary of the Public of the State of South Carolina, do hereby certify that the County of Lancaster, South Carolina, by Steve Harper, Chair, County Council, and Larry Honeycutt, Secretary, County Council, personally appeared before me this ____ day of _____, 2020, and acknowledged the execution of the foregoing instrument.

_____
Notary Public for South Carolina
Print Name: _____
My Commission Expires: _____

Exhibit A-1

Legal Description

TRACT ONE

BEGINNING AT AN EXISTING #5 IRON REBAR FOUND ALONG THE SOUTHWESTERN BOUNDARY OF BOBBY AND KATHERINE FURR AS RECORDED IN DEED BOOK A006, PAGE 971 IN THE LANCASTER COUNTY REGISTER DEEDS, A COMMON CORNER WITH WILLIAM S. PATTERSON AS RECORDED IN DEED BOOK 1013, PAGE 256, SAID REBAR LYING N 35°18’06” W, 126.35' FROM AN EXISTING #5 REBAR, THE SOUTHEEASTERNMOST CORNER OF FURR AND BEING THE **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED; THENCE, ALONG AND WITH THE COMMON BOUNDARIES OF PATERSON THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) S 49°08’21” W, 399.89' TO A NEW #4 REBAR SET; THENCE, (2) N 35°23’48” W, 330.01' TO A NEW #4 REBAR SET; THENCE, (3) N 49°07’09” E, 400.04' TO AN EXISTING #5 REBAR FOUND ALONG THE SOUTHWESTERN BOUNDARY OF VAN L. STORIE AS RECORDED IN DEED BOOK 810, PAGE 238, THENCE WITH THE SOUTHWESTERN BOUNDARY OF STORIE S 35°27’11” E, 156.06' TO AN EXISTING #5 REBAR, THE SOUTHWESTERN MOST CORNER OF FURR; THENCE, S 35°18’11” E, 174.11' TO THE **POINT OF BEGINNING**, CONTAING IN 3.018 ACRES.

TRACT TWO

BEGINNING AT AN EXISTING REBAR W/ CAP FOUND ALONG THE NORTHEASTERLY MARGIN OF THE 66’ PUBLIC RIGHT-OF-WAY OF HARRISBURG ROAD (S-29-64), A COMMON CORNER WITH CYRYL JOHN ASH AND ELIZABETH K. ASH AS RECORDED IN DEED BOOK J008, PAGE 80 IN THE LANCASTER COUNTY REGISTER DEEDS AND BEING THE **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED; THENCE, ALONG AND WITH THE COMMON BOUNDARY OF ASH; N 46°13’22” E, 328.26' TO AN EXISTING 1” IRON PIPE FOUND, A COMMON CORNER WITH WILLIAM S. PATTERSON AS RECORDED IN DEED BOOK 1013, PAGE 256; THENCE, ALONG AND WITH THE COMMON BOUNDARIES OF PATERSON THE FOLLOWING TWO (2) COURSES AND DISTANCES; (1) S 43°45’18” E, 660.47' TO A REBAR W/ CAP; THENCE, (2) N 46°12’09” E, 327.97' TO AN EXISTING #5 REBAR (BENT) FOUND ALONG THE NORTHEASTERLY MARGIN OF HARRISBURG ROAD; THENCE, ALONG AND WITH HARRISBURG ROAD N 44°18’12” W, 380.62' TO A NEW #4 REBAR SET; THENCE, N 43°04’08” WE, 280.00' TO THE **POINT OF BEGINNING**, CONTAING IN 5.002 ACRES.

Exhibit A-2

Boundary Plats

[Attached]

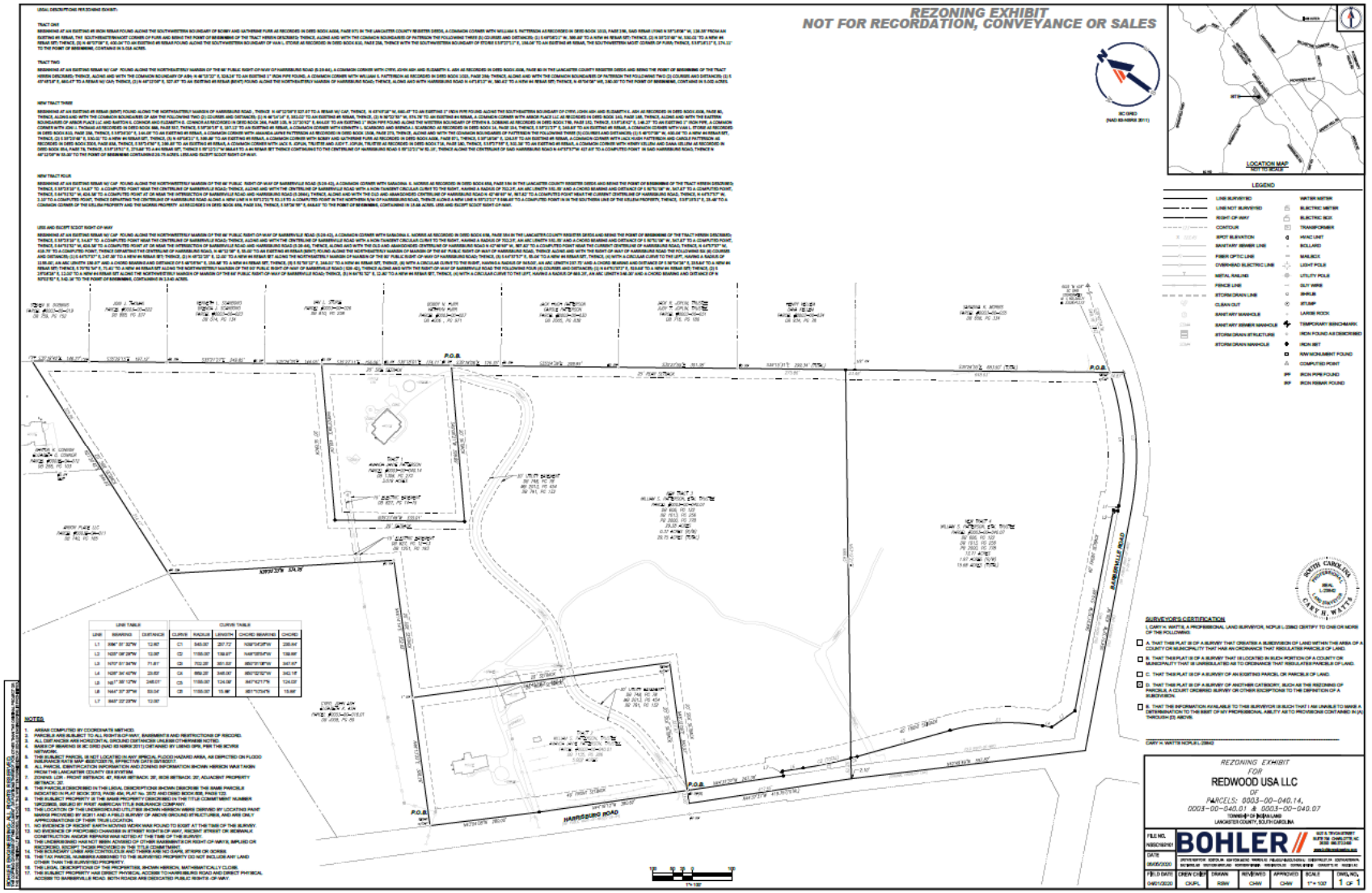

REZONING EXHIBIT
NOT FOR RECORDATION, CONVEYANCE OR SALES
LOCATION MAP
NOT TO SCALE
LEGEND
SURVEYOR'S CERTIFICATION
REZONING EXHIBIT
FOR
REDWOOD USA LLC
OF
PARCELS: 0003-00-040.14,
0003-00-040.01 & 0003-00-040.07
TOWNSHIP OF INDIAN LAND
LANCASTER COUNTY, SOUTH CAROLINA
BOHLER
HARRISBURG ROAD
BARRINGTON ROAD
NOTES:

Exhibit B
Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Professional Business (PB) zoning districts and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Professional Business (PB) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Professional Business (PB) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer dated August 2020.
      ii. Developer shall construct a left turn lane on Harrisburg Road at the main entrance to the Property and an emergency access path as a secondary point of entry onto the Property from Harrisburg Road, both as shown on Exhibit B-1.
   b. Onsite Improvements:
      i. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.
      ii. *Traffic Calming:* None required
      iii. *Walkway Connections:* Developer shall install a pedestrian walkway along the frontage of the Property and Harrisburg Road as shown on Exhibit B-1.
      iv. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a sanitary sewer trunk line on the Property to connect to serve the Property

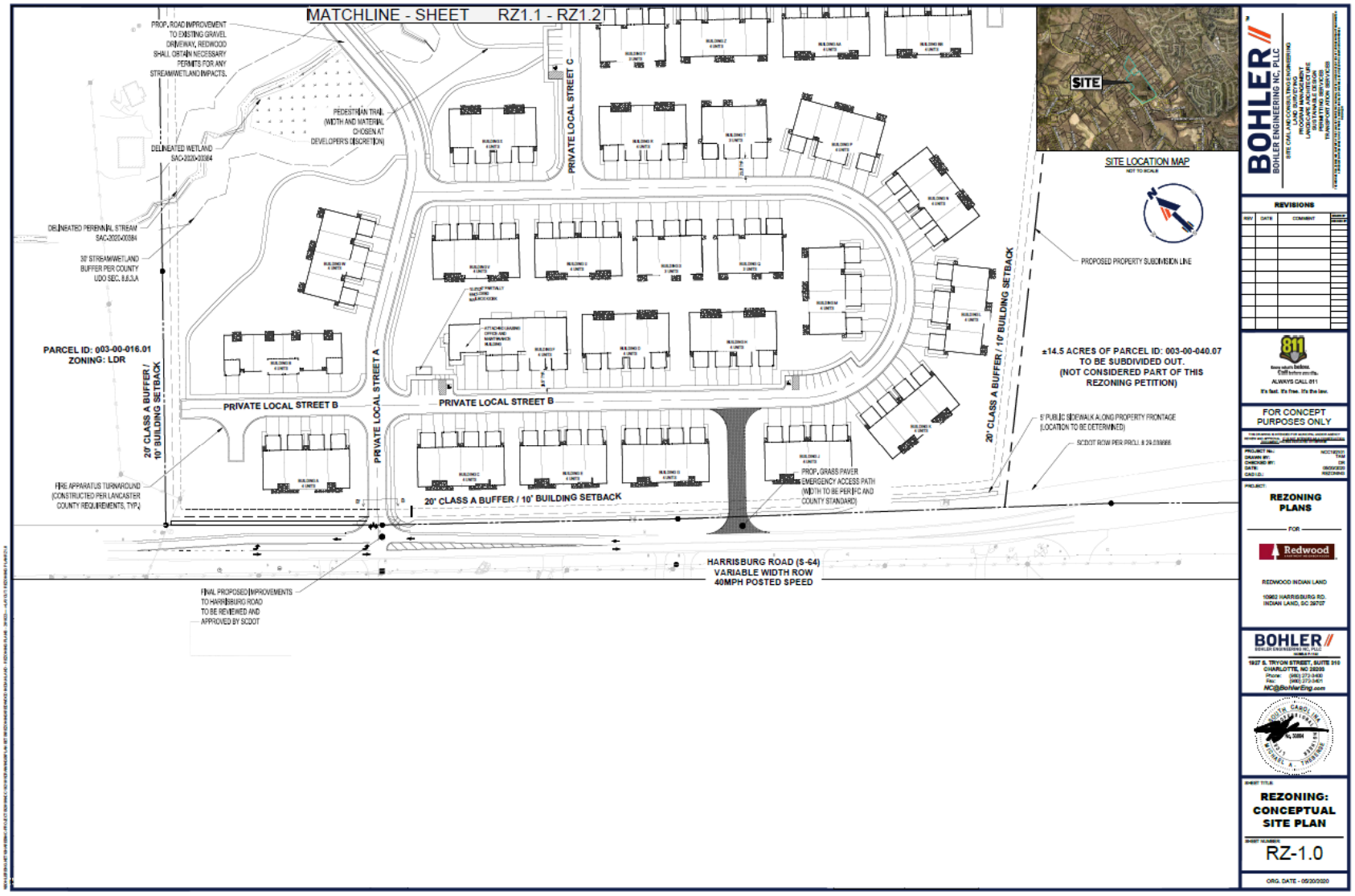
and the adjacent property to the north of the Property, which trunk line will be dedicated to the Lancaster County Water and Sewer District.

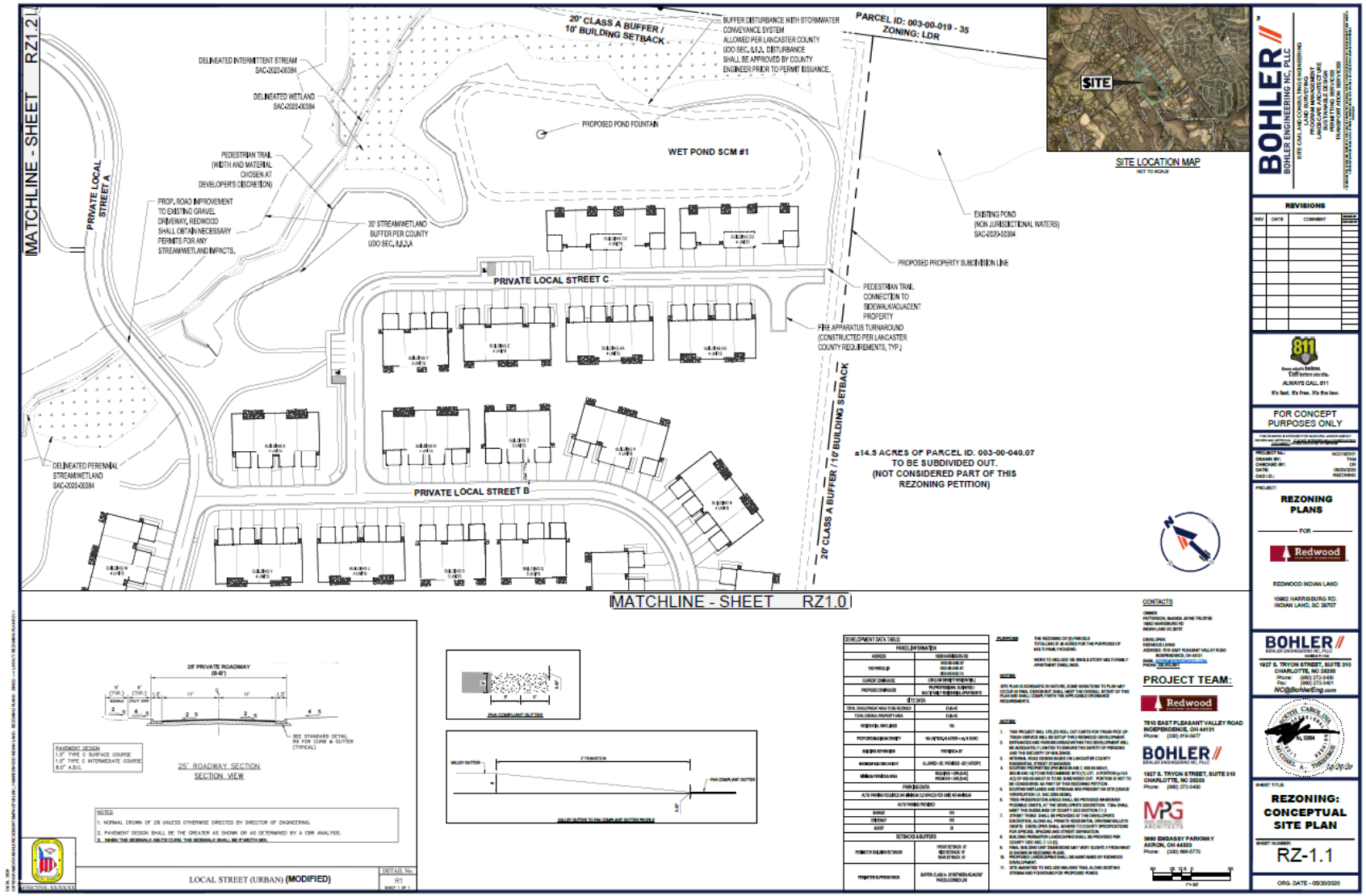
8. *Modification of Development Program*: It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit 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 Conceptual 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 Infrastructure and Regulation Committee after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.
    c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1

Conceptual Site Plan

[Attached]


MATCHLINE - SHEET RZ1.1 - RZ1.2
PROP. ROAD IMPROVEMENT TO EXISTING GRAVEL DRIVEWAY, REDWOOD SHALL OBTAIN NECESSARY PERMITS FOR ANY STREAM/WETLAND IMPACTS.
PEDESTRIAN TRAIL (WIDTH AND MATERIAL CHOSEN AT DEVELOPER'S DISCRETION)
DELINEATED WETLAND SAC-2020-00384
DELINEATED PERENNIAL STREAM SAC-2020-00384
30' STREAM/WETLAND BUFFER PER COUNTY UDO SEC. 8.6.3.A
PARCEL ID: 003-00-016.01
ZONING: LDR
20' CLASS A BUFFER / 10' BUILDING SETBACK
PRIVATE LOCAL STREET A
PRIVATE LOCAL STREET B
PRIVATE LOCAL STREET C
FIRE APPARATUS TURNAROUND (CONSTRUCTED PER LANCASTER COUNTY REQUIREMENTS, TYP.)
FINAL PROPOSED IMPROVEMENTS TO HARRISBURG ROAD TO BE REVIEWED AND APPROVED BY SCDOT
HARRISBURG ROAD (S-64)
VARIABLE WIDTH ROW
40MPH POSTED SPEED
PROP. GRASS PAVER EMERGENCY ACCESS PATH (WIDTH TO BE PER IFC AND COUNTY STANDARD)
5' PUBLIC SIDEWALK ALONG PROPERTY FRONTAGE (LOCATION TO BE DETERMINED)
SCDOT ROW PER PROJ. # 39.039666
±14.5 ACRES OF PARCEL ID: 003-00-040.07 TO BE SUBDIVIDED OUT. (NOT CONSIDERED PART OF THIS REZONING PETITION)
PROPOSED PROPERTY SUBDIVISION LINE
SITE
SITE LOCATION MAP
NOT TO SCALE
BOHLER
BOHLER ENGINEERING NC, PLLC
REVISIONS
FOR CONCEPT PURPOSES ONLY
REZONING PLANS
FOR
Redwood
REDWOOD INDIAN LAND
10063 HARRISBURG RD.
INDIAN LAND, SC 29707
1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
NC@BohlerEng.com
REZONING: CONCEPTUAL SITE PLAN
RZ-1.0
ORG. DATE - 05/20/2020


MATCHLINE - SHEET RZ1.2
20' CLASS A BUFFER / 10' BUILDING SETBACK
BUFFER DISTURBANCE WITH STORMWATER CONVEYANCE SYSTEM ALLOWED PER LANCASTER COUNTY UDO SEC. 8.6.3. DISTURBANCE SHALL BE APPROVED BY COUNTY ENGINEER PRIOR TO PERMIT ISSUANCE.
PARCEL ID: 003-00-019 - 35
ZONING: LDR
DELINEATED INTERMITTENT STREAM SAC-20200400384
DELINEATED WETLAND SAC-20200400384
PROPOSED POND FOUNTAIN
WET POND SCM #1
PEDESTRIAN TRAIL (WIDTH AND MATERIAL CHOSEN AT DEVELOPER'S DISCRETION)
PRIVATE LOCAL STREET A
PROP. ROAD IMPROVEMENT TO EXISTING GRAVEL DRIVEWAY, REDWOOD SHALL OBTAIN NECESSARY PERMITS FOR ANY STREAM/WETLAND IMPACTS.
30' STREAM/WETLAND BUFFER PER COUNTY UDO SEC. 8.2.2.A
PRIVATE LOCAL STREET C
PROPOSED PROPERTY SUBDIVISION LINE
PEDESTRIAN TRAIL CONNECTION TO SIDEWALK/ADJACENT PROPERTY
FIRE APPARATUS TURNAROUND (CONSTRUCTED PER LANCASTER COUNTY REQUIREMENTS, TYP.)
EXISTING POND (NON JURISDICTIONAL WATERS) SAC-20200-00384
DELINEATED PERENNIAL STREAM/WETLAND SAC-20200400384
PRIVATE LOCAL STREET B
20' CLASS A BUFFER / 10' BUILDING SETBACK
±14.5 ACRES OF PARCEL ID: 003-00-040.07 TO BE SUBDIVIDED OUT. (NOT CONSIDERED PART OF THIS REZONING PETITION)
MATCHLINE - SHEET RZ1.0
SITE
SITE LOCATION MAP
NOT TO SCALE
25' PRIVATE ROADWAY (B-B')
25' ROADWAY SECTION
SECTION VIEW
LOCAL STREET (URBAN) (MODIFIED)
PROJECT TEAM:
Redwood
BOHLER
MPG ARCHITECTS
REVISIONS
FOR CONCEPT PURPOSES ONLY
REZONING PLANS
REDWOOD INDIAN LAND
10963 HARRISBURG RD.
INDIAN LAND, SC 29707
REZONING: CONCEPTUAL SITE PLAN
RZ-1.1

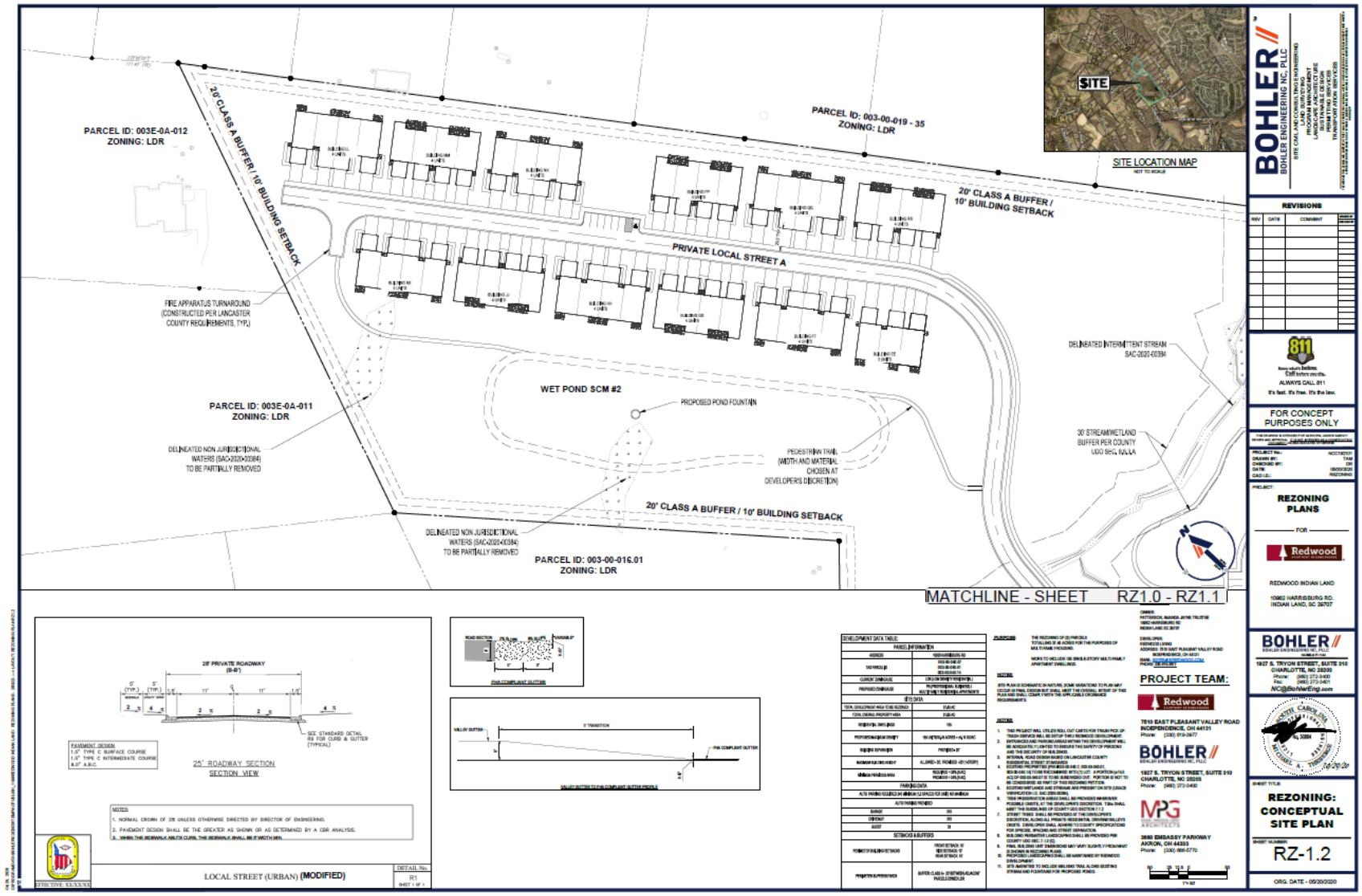

PARCEL ID: 003E-0A-012
ZONING: LDR
20' CLASS A BUFFER / 10' BUILDING SETBACK
PARCEL ID: 003-00-019 - 35
ZONING: LDR
20' CLASS A BUFFER / 10' BUILDING SETBACK
PRIVATE LOCAL STREET A
FIRE APPARATUS TURNAROUND (CONSTRUCTED PER LANCASTER COUNTY REQUIREMENTS, TYP.)
WET POND SCM #2
PROPOSED POND FOUNTAIN
PARCEL ID: 003E-0A-011
ZONING: LDR
DELINEATED NON JURISDICTIONAL WATERS (SAC-2020-00384) TO BE PARTIALLY REMOVED
PEDESTRIAN TRAIL (WIDTH AND MATERIAL CHOSEN AT DEVELOPERS DISCRETION)
DELINEATED INTERMITTENT STREAM SAC-2020-00394
30' STREAM/WETLAND BUFFER PER COUNTY UDO SEC. 6.1.1.A
20' CLASS A BUFFER / 10' BUILDING SETBACK
DELINEATED NON JURISDICTIONAL WATERS (SAC-2020-00384) TO BE PARTIALLY REMOVED
PARCEL ID: 003-00-016.01
ZONING: LDR
MATCHLINE - SHEET RZ1.0 - RZ1.1
SITE
SITE LOCATION MAP
NOT TO SCALE
28' PRIVATE ROADWAY (5-5T)
25' ROADWAY SECTION
SECTION VIEW
LOCAL STREET (URBAN) (MODIFIED)
PROJECT TEAM:
BOHLER
REVISIONS
FOR CONCEPT PURPOSES ONLY
REZONING PLANS
REDWOOD INDIAN LAND
10962 HARRISBURG RD.
INDIAN LAND, SC 29707
REZONING: CONCEPTUAL SITE PLAN
RZ-1.2

Exhibit C

Development Schedule

Years	Residential
1	0 units
2	0 units
3	0 units
4	84 units
5	71 units
Total	155 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 155 residential units.

Exhibit D
Required Information

The Act and the 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, _____, _____, is the legal owner of the Property; provided, however, that Developer has contractual rights to acquire the Property and thus has an equitable interest in 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, and Developer shall install a sanitary sewer trunk line on the Property, which will serve the Property and adjacent property to the North of the Property and will be dedicated to the Lancaster County Water and Sewer District, as described on Exhibit B.

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

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

(J) *a description 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.

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

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both.* See Sections 3.01, 3.03 and Exhibits E and E-1 – E5.

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

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

(P) *a provision 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.

(Q) *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.

(R) *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.

(S) *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

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

(U) *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.

(V) *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.

(W) *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.

(X) *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.

(Y) *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. 2020- #### zoning the Property Professional Business (PB) District attached hereto as Exhibit E-1.
2. Ordinance No. 2020- _____ 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. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards attached hereto as Exhibit E-5.

EXHIBIT E-1

Ordinance No. 2020- ####

[Attached]

EXHIBIT E-2

Ordinance No. 2020- _____

[Attached]

EXHIBIT E-3

The Development Agreement Ordinance

[Attached]

EXHIBIT E-4

The UDO

EXHIBIT E-5

Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards

August 2020

Traffic Impact Study

REDWOOD APARTMENT NEIGHBORHOODS

Indian Land, South Carolina

Submitted to:

South Carolina Department of Transportation

Lancaster County

Prepared by:

JMT
952 Houston Northcutt Blvd.
Mount Pleasant, SC 29464

Table of Contents

Executive Summary 2
Introduction 4
Existing Conditions 7
Background Conditions 12
Site Traffic 15
Capacity Analysis 23
Auxillary Turn Lane Warrants 31
Recommendations And Conclusions 31

Table of Figures

Figure 1. Study Area Map 5
Figure 2. Site Plan 6
Figure 3. Lane Configuration Map 9
Figure 4. Existing Peak Hour Volumes 11
Figure 5. 2025 Growth Volumes 13
Figure 6. Off-Site Development Traffic 17
Figure 7. Background Traffic Volumes 18
Figure 8. Site Generated Traffic 19
Figure 9. Site Distribution Diagram 20
Figure 10. 2025 Total Build-Out Traffic 22

EXECUTIVE SUMMARY

The purpose of this Traffic Impact Analysis (TIA) is to analyze the traffic impacts from the proposed Redwood Apartment Neighborhoods development. The Redwood Apartment Neighborhoods development is located on the east side of Harrisburg Road just north of Barberville Road in Lancaster County, South Carolina. The development contains 157 two-bedroom apartments (34 buildings) on approximately 39 acres and has an anticipated build-out in the fourth quarter of 2024. The expected trips generated by the proposed development is 73 AM trips and 88 PM trips. Access to the site is proposed as one full access drive. It is also recommended that an emergency access point be established on Harrisburg Road but not used for normal site ingress/egress.

The TIA is necessary according to the standards of the SCDOT and Lancaster County since the development contains over 75 apartments and generates more than 50 trips per hour at full occupancy. To comply with section 6.8.2 of the Lancaster County Unified Development Ordinance adopted November 28, 2016 the traffic impacts were analyzed for 2025 which is one year after the development is expected to be at full occupancy. The primary objectives of this study are:

- To estimate the trip generation and the distribution of the traffic for the development.
- To analyze the impacted intersections within the study area.
- To develop recommendations for potential roadway and operational improvements to mitigate the development's impact to traffic.

Through coordination with Lancaster County Planning Office and the SCDOT District 4 office, the following intersections were analyzed for the AM and PM peak hours for the existing conditions, the 2025 No Build conditions, and the 2025 Build-Out conditions.

1. Harrisburg Road (S-64) and Barberville Road (S-42)
2. Harrisburg Road (S-64) and Caroline Acres Road (S-574)
3. Barberville Road (S-42) and Caroline Acres Road (S-574)
4. SC-160 and Barberville Road (S-42)
5. Harrisburg Road (S-64) and Regent Parkway
6. Harrisburg Road and Redwood Apartment Neighborhoods/Site Access

Each intersection was analyzed under the guidelines/standards contained in the SCDOT Access and Roadside Management Standards manual and the Lancaster County Unified Development Ordinance. The analyses used the methodology from the 2010 Highway Capacity Manual (HCM) and Synchro Version 10 software. A growth rate of 5% was used to determine the growth in the background traffic as directed by South Carolina Department of Transportation. The off-site development traffic for five proposed developments was also considered in the analysis. The off-site development traffic was obtained from previous TIA studies provided by Lancaster County.

The following information was gathered and developed to determine traffic impacts at the site:

- Traffic counts at the intersections listed above

- Roadway geometrics, traffic operations and traffic signal timings
- Background traffic for the major intersections
- Site traffic generated by the new developments and previously planned developments in proximity to the project site
- Capacity analysis for the intersections impacted by the proposed development
- Recommendations for the roadway network.

Based on the capacity analyses, the following is recommended:

Harrisburg Road and Site Access

- Construction of a left turn lane on southbound Harrisburg Road into the site access. The turn lane should provide 150 feet of storage. This access point is east of Caroline Acres Road.
- Construction of an emergency access point on Harrisburg Road for emergency vehicle access only. The emergency access is on Harrisburg Road east of the Site Access drive.

General

- In the future, the signal timings should be adjusted to reflect the changes in traffic flow. Since the SCDOT maintains the signal timings at the signalized study intersections, the timing adjustments would be the responsibility of the SCDOT.

All improvements on the state roadway network system are subject to approval by the SCDOT and Lancaster County. All improvements on the state system should be permitted, designed, and constructed in conformity with the standards of the SCDOT and Lancaster County.

INTRODUCTION

This study was prepared at the request of Redwood Apartment Neighborhoods to determine the traffic impacts associated with a proposed development on Harrisburg Road just north of Barberville Road. The Redwood Apartment Neighborhoods development is located on the east side of Harrisburg Road just north of Barberville Road in Lancaster County, South Carolina. The proposed development consists of 157 two-bedroom apartments (34 buildings) and has an anticipated build-out in the fourth quarter of 2024. The development contains approximately 39 acres. The 2018 AADT for Barberville Road was 7,500 vehicles per day. The 2018 AADT on Harrisburg Road was 6,400 vehicles per day south of Barberville Road and 7,100 vehicles per day north of Barberville Road.

Access to the proposed site is by one full access drive on Harrisburg Road. This TIA will evaluate the traffic conditions under the 2020 existing conditions, the 2025 No Build conditions, the 2025 Build-Out conditions, and the 2025 Build conditions with signal timing and intersection improvements. To comply with section 6.8.2 of the Lancaster County Unified Development Ordinance adopted November 28, 2016 the traffic impacts for the build-out conditions were analyzed for 2025 which is one year after the development is expected to be at full occupancy. The intersections included in the study are:

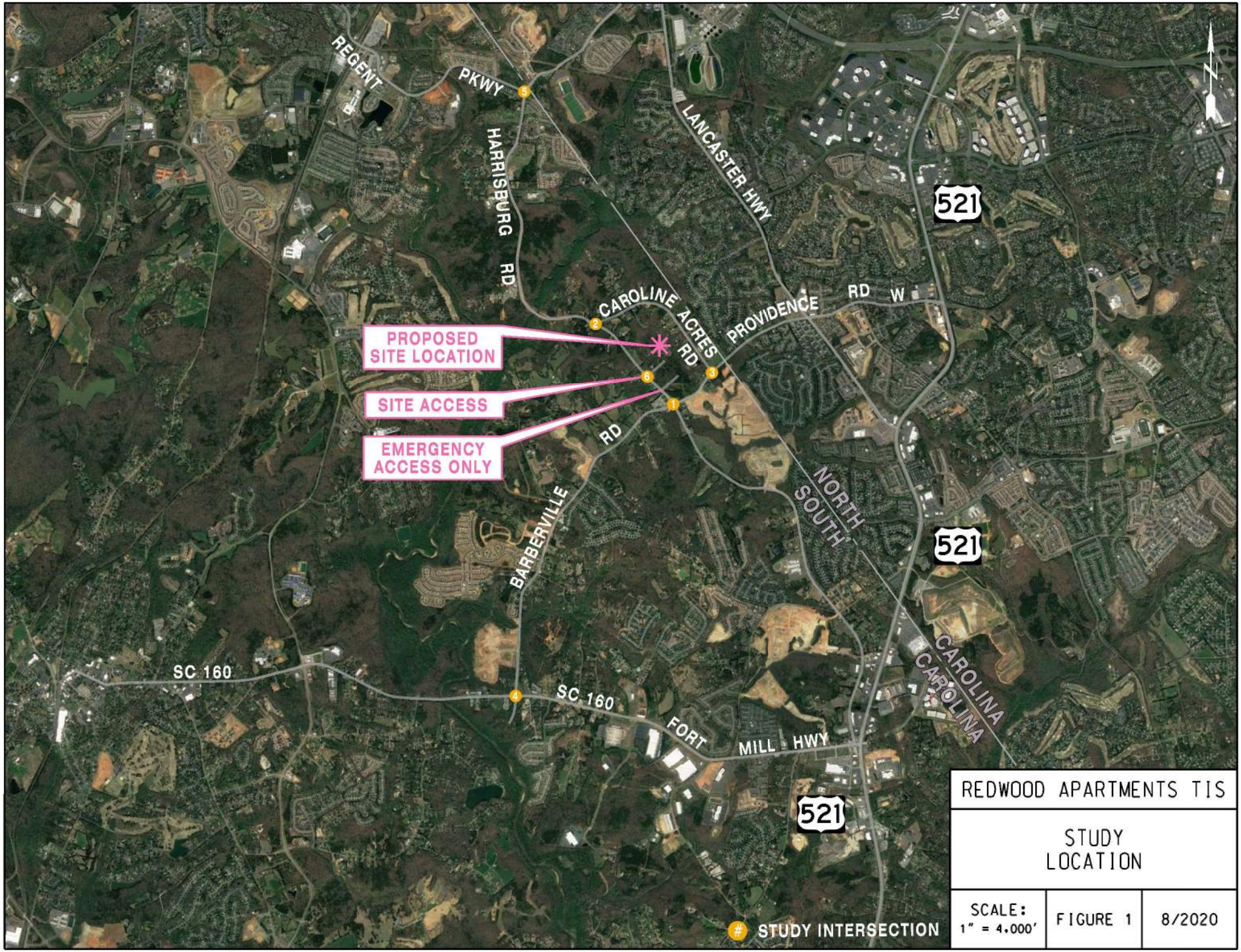
1. Harrisburg Road (S-64) and Barberville Road (S-42)
2. Harrisburg Road (S-64) and Caroline Acres Road (S-574)
3. Barberville Road (S-42) and Caroline Acres Road (S-574)
4. SC-160 and Barberville Road (S-42)
5. Harrisburg Road (S-64) and Regent Parkway
6. Harrisburg Road and Redwood Apartment Neighborhood/Site Access

The guidelines/standards used to prepare this TIA are found in the SCDOT Access and Roadside Management Standards manual and the Lancaster County Unified Development Ordinance.

The following information was gathered for this report and used to determine traffic impacts on the road network created by the proposed development:

- Normal weekday AM and PM peak hour traffic counts,
- Roadway geometrics, traffic operations and traffic signal timings
- Background traffic for the study intersections,
- Site traffic generated using the 10th Edition of the ITE Trip Generation Manual,
- Capacity analysis for the intersections impacted by the proposed development,
- Recommendations for improving the roadway network.

The project study area and site plan are shown in Figure 1 and Figure 2 respectively.



O:\2020\2000060.001_Indian_Land_TIS\CADD\2020_Indian_Land_Location_Map_Comment.dgn
Friday, August 21, 2020 AT 08:32 AM

SITE DATA

TOTAL ACREAGE:	±53.58 AC
RESIDENTIAL:	±38.99 AC
COMMERCIAL:	±14.59 AC
DWELLING UNITS:	157 UNITS
DENSITY:	±4.02 DU/AC

0 50' 100' 200'

SCALE: 1" = 100'-0"

Redwood APARTMENT NEIGHBORHOODS

Figure 2 **Indian Land, SC** Illustrative Site Plan | 12.04.2019

EXISTING CONDITIONS

STUDY AREA

The following is a description of the study area roadways:

Harrisburg Road (S-64): Harrisburg Road is a two lane, secondary road classified as a major collector with a posted speed limit of 40 mph in the area of the project. The 2018 AADT was 7,100 vehicles per day north of the project area.

Barberville Road (S-42): Barberville Road is a two lane, secondary road classified as a major collector. It starts at SC 160 at the southern end of the study area and continues into North Carolina as Providence Road (SR 3626). It has a posted speed limit of 40 mph near the intersection of Harrisburg Road. The 2018 AADT was 7,500 vehicles per day.

Caroline Acres (S-574): Caroline Acres is a two lane, secondary road which forms a loop between Harrisburg Road north of the project site to Barberville Road east of the project site. The speed limit is posted at 35 mph on this road. There is no proposed connection between Caroline Acres and the development. The AADT for this road was not available online.

SC-160 (Ft. Mill Highway): SC 160 is a classified as a principal arterial highway. It is a two-lane highway with a posted 45 mph speed limit at the intersection of Barberville Road. SC 160 begins at US 521 near Indian Land, SC in Lancaster County and continues through Fort Mill, SC in York County before entering North Carolina. The 2018 AADT of SC 160 was 22,000 vehicles per day just west of Barberville Road.

Regent Parkway: Regent Parkway is a two-lane local road intersecting with Harrisburg Road a few miles north of the development. The AADT of this road was not available online.

Table 1. Roadway Network Average Daily Traffic

Location	2018 ADT
Harrisburg Road	7,100
Barberville Road	7,500
SC 160	22,000

The following is a description of the intersections:

Harrisburg Road and Barberville Road: This is a signalized intersection just south of the development. Each of the four approaches have a left turn lane and a combination through/right turn lane. Each approach has a protected/permissive left turn phase.

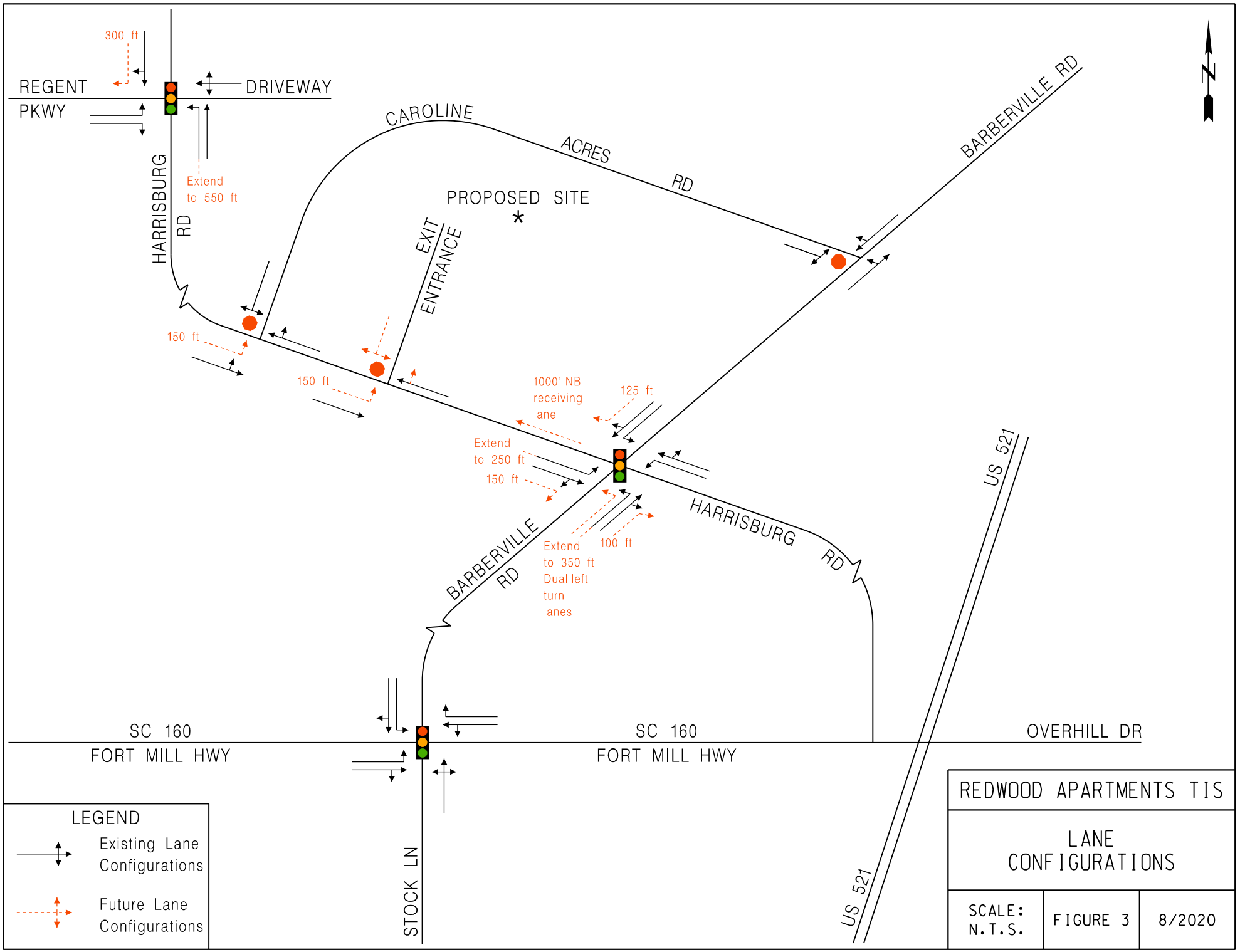
Harrisburg Road and Caroline Acres Road: This is a tee-type intersection just north of the development is formed by Caroline Acres Road intersecting Harrisburg Road from the east. Both roads are two lane roads and the intersection is controlled by a Stop sign on the Caroline Acres Road approach.

Barberville Road and Caroline Acres Road: This is a tee-type intersection just east of the development. It is formed by Caroline Acres Road intersecting Barberville Road from the north. Both roads are two lane roads and the intersection is controlled by a Stop sign on the Caroline Acres Road approach.

SC-160 and Barberville Road: This is a signalized intersection located a few miles west of the development. The eastbound SC 160 approach has a left turn lane and a combination through/right turn lane. The left tune on the eastbound approach is controlled by a protected/permissive left turn phase. SC 160 westbound has a through/left turn lane and an offset right turn lane. The right turn lane has a concurrent right turn phase. The Barberville Road approach has a left turn lane and a right turn lane. The northbound approach is a very minor approach serving basically as a driveway.

Harrisburg Road and Regent Parkway: This a signalized tee- intersection a few miles north of the development. Harrisburg Road northbound has a left turn lane and a through lane. The northbound left turn is controlled by a protected/permissive left turn phase. The Regent Parkway approach has a left turn lane and a right turn lane.

The existing and future lane configurations of the study intersections are shown in Figure 3.


300 ft
REGENT PKWY
DRIVEWAY
HARRISBURG RD
Extend to 550 ft
CAROLINE ACRES RD
BARBERVILLE RD
PROPOSED SITE
*
EXIT
ENTRANCE
150 ft
150 ft
1000' NB receiving lane
125 ft
Extend to 250 ft
150 ft
Extend to 350 ft Dual left turn lanes
100 ft
BARBERVILLE RD
HARRISBURG RD
US 521
SC 160
FORT MILL HWY
SC 160
FORT MILL HWY
OVERHILL DR
STOCK LN
US 521
N
LEGEND
Existing Lane Configurations
Future Lane Configurations
REDWOOD APARTMENTS TIS
LANE CONFIGURATIONS
SCALE: N.T.S.
FIGURE 3
8/2020

TURNING MOVEMENT COUNTS

After consulting with the SCDOT District 4 office and the Lancaster County Planning Department, traffic counts were performed at the following intersections.

1. Harrisburg Road (S-64) and Barberville Road (S-42)
2. Harrisburg Road (S-64) and Caroline Acres Road (S-574)
3. Barberville Road (S-42) and Caroline Acres Road (S-574)
4. SC-160 and Barberville Road (S-42)
5. Harrisburg Road (S-64) and Regent Parkway

Turning movement traffic counts at Harrisburg Road and Barberville Road were conducted on Tuesday, January 14, 2020. The counts at the other intersections were performed on Wednesday, February 12, 2020. The counts included the peak hours from 7:00-9:00 AM and 4:00-6:00 PM.

The turning movement count data for each intersection is shown in the Appendix. From the existing traffic counts the AM and PM peak hour volumes were determined. The AM and PM peak hour volumes are shown in Figure 4.

EXISTING TRAFFIC SIGNAL TIMING and PHASES

The following intersections in the study area are controlled by a traffic signal.

1. Harrisburg Road and Barberville Road
2. SC 160 and Barberville Road
3. Harrisburg Road and Regent Parkway

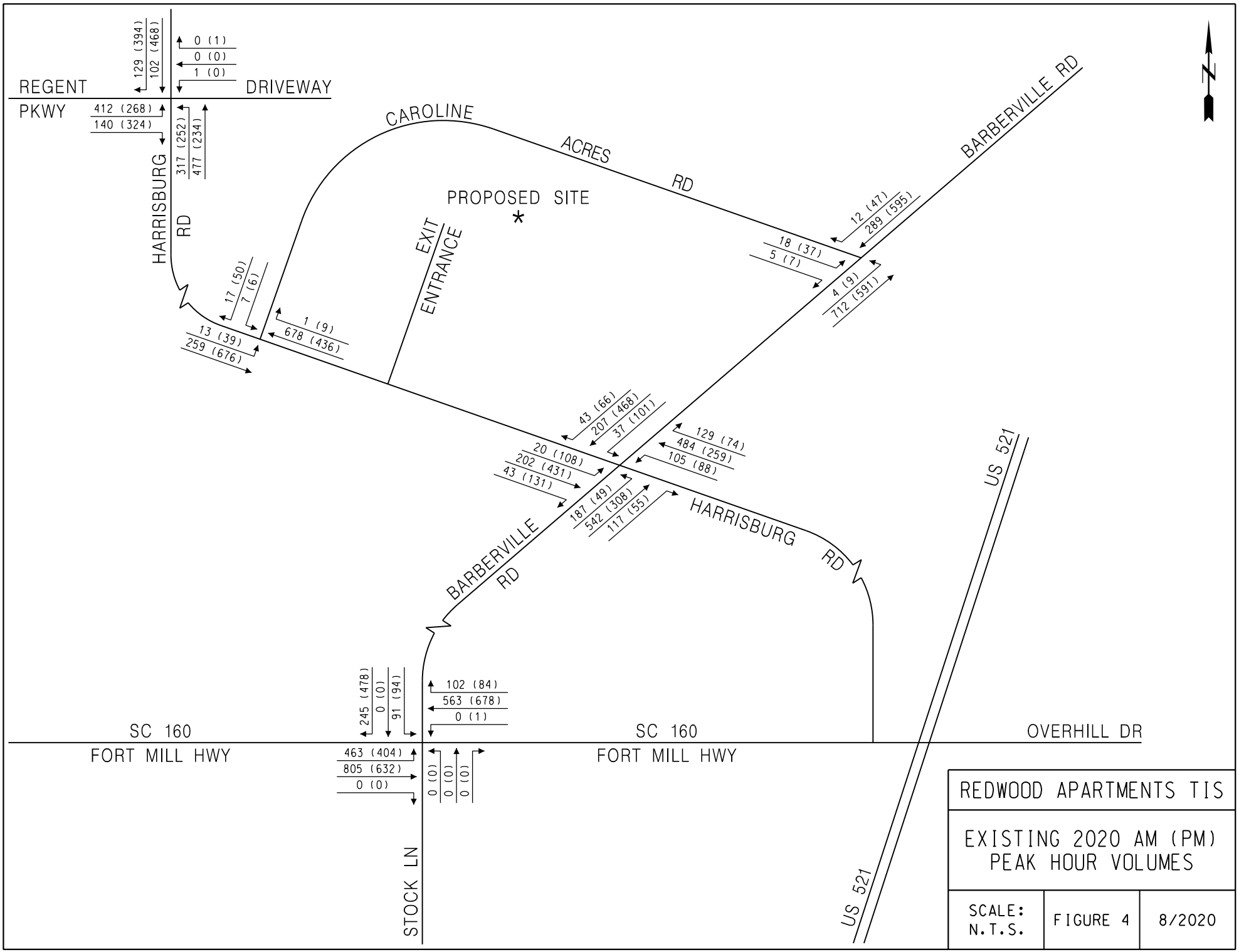
The existing traffic signal plans and signal timings are shown in the Appendix.

PLANNED IMPROVEMENT PROJECTS

There are two projects in the study area either planned or currently under construction.

Project ID 0031125RD01 is a widening project on SC 160 from the York County line to S-157 (Possum Hollow Road). Under this project SC 160 is being widened to three lanes from the York County Line to Rosemont Drive and to five lanes from Rosemont Drive to Possum Hollow Road.

Project ID P034704 is a rehabilitation and resurfacing project on Barberville Road from SC 160 to the North Carolina state line.



REDWOOD APARTMENTS TIS

EXISTING 2020 AM (PM) PEAK HOUR VOLUMES

SCALE: N.T.S.	FIGURE 4	8/2020

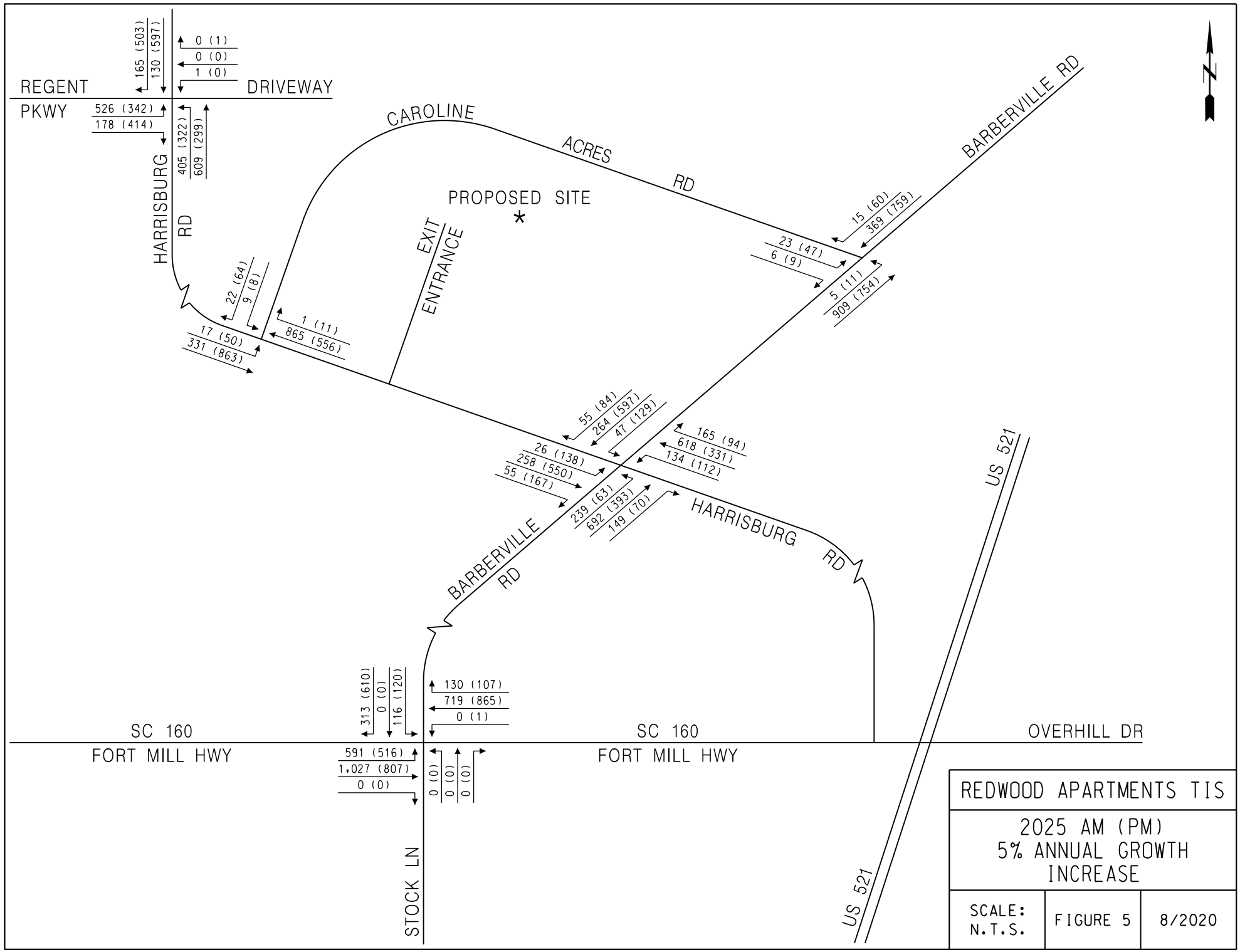
O:\2020\2000060_001_Indian_Land_TIS\CADD\2020_Indian_Land_Volumes_EX.dgn
Wednesday, August 19, 2020 AT 12:22 PM

BACKGROUND CONDITIONS

HISTORICAL GROWTH TRAFFIC

The projected build-out year for Redwood Apartment Neighborhoods is the fourth quarter of 2024. This TIA includes the projected background traffic in the area. The projected background traffic is the expected change (historical growth) in the existing traffic volumes in the study area and any traffic generated by off-site developments anticipated between 2020 and the build-out year of the project. The background traffic does not include traffic generated by this project. It includes normal growth in traffic expected from year to year and growth resulting from other developments planned in or near the study area.

The SCDOT District 4 office requested a historical growth rate of 5% be used to determine the future traffic volumes in the build-out year of 2025. The 5% growth rate was applied to the existing volumes to determine the historical background growth from the existing traffic volumes to the traffic volumes in the build-out year of 2025. The 2025 traffic volumes resulting from the 5% historical growth rate used are shown in Figure 5.



REDWOOD APARTMENTS TIS

2025 AM (PM)
5% ANNUAL GROWTH
INCREASE

SCALE: N.T.S.	FIGURE 5	8/2020

OFF SITE DEVELOPMENT TRAFFIC

Five off-site approved developments were considered as part of this study at the recommendation of the Lancaster County Planning Office. The TIA's for these developments were provided by Lancaster County. These developments are the Patterson Property, Chateau Ridge, Harrisburg Road Residential, Patterson Reserve, and The Lodges.

Based on a TIA performed by Sprague and Sprague in October 2017, the Patterson Property development proposes 53 signal family homes located on the east side of Harrisburg Road ¼ mile south of Barberville Road. The projected build-out year is 2020. It is expected to generate 47 trips in the AM peak hour and 60 trips in the PM peak hour. The traffic generated by this development was taken directly from the Sprague and Sprague TIA and applied to the study area. No improvements to the roadway network were recommended in this study.

The Chateau Ridge development is proposed on Harrisburg Road south of Barberville Road. A TIA was completed by Kimley Horn and Associates in September 2018 It is a 131 single family home development with a build-out in 2023-2024. It is expected to generate 98 AM peak hour trips, 132 PM peak hour trips, and 1,333 weekday trips. Three proposed drives on Harrisburg Road will provide access to the site. One of these drives is a full access drive and the other two are right in/right out drives. The traffic generated by this development was taken directly from the Kimley Horn TIA and applied to the study area. Improvements recommended by this study which will affect traffic in the study area include the construction of an exclusive eastbound (100 feet) right turn lane on Barberville Road at Harrisburg Road.

Based on a TIA performed by Ramey Kemp and Associates in October 2018, the Harrisburg Road Residential development is proposed to consist of 540 single family homes and 235 town houses. The site is to be served by three full access driveways on Harrisburg Road north of the Redwood Apartment Neighborhoods proposed site with full build-out in 2023. It is expected to generate 495 AM peak hour trips, 639 PM peak hour trips, and 6,644 weekday trips. The traffic generated by this development was taken directly from the Ramey Kemp TIA and applied to the study area. Improvements recommended by this study which will affect traffic in the study area include the construction of a southbound right turn lane on Harrisburg Road at Regent Parkway, construction a southbound left turn lane (150 feet) on Harrisburg Road at Caroline Acres, extending the eastbound Barberville Road left turn lane at Harrisburg Road to provide 500 feet of storage, extending the southbound left turn lane on Harrisburg Road at Barberville Road to provide 250 feet of storage, construction of a southbound right turn lane (150 feet) on Harrisburg at Barberville Road, and modifying the southbound left turn phase on Harrisburg Road at Barberville Road from permitted to protected/permitted. However, based on a Technical Traffic Memorandum for the Harrisburg Road Residential TIA prepared in December 2018, additional improvements were recommended which included dual eastbound left turn lanes (350 feet of storage) on Barberville Road at Harrisburg Road and constructing a 1000 foot receiving lane on Harrisburg Road north of Barberville Road. Also, the northbound left turn lane on Harrisburg Road at Barberville Road was to be extended to 300 feet.

Another background development is Patterson Preserve which is a proposed for 180 signal family homes. According to the TIA performed by Kimley Horn in February 2019 a projected build-out is in 2024. It is

located in the northwest quadrant of the intersection of Harrisburg Road and Barberville Road. Two access points are proposed; one on Harrisburg Road north of Barberville Road and one on Barberville Road west of Harrisburg Road. This site is proposed to generate 1,786 weekday trips, 133 trips in the AM peak hour, and 179 PM peak hour trips. The traffic generated by this development was taken directly from the Kimley Horn report and applied to the study area. Improvements recommended by this study which will affect traffic in the study area include the construction of a westbound right turn lane (125 feet) on Barberville Road at Harrisburg Road.

The final TIA for a background development included in this study was performed by Kimley Horn in December 2019. The Lodges development is proposed to consist of 329 apartments and 124 townhomes with a projected build-out in 2022. It is located in the northeast quadrant of the intersection of SC 160 and Rosemont Drive. This site is proposed to generate 2,688 weekday trips, 169 trips in the AM peak hour, and 211 PM peak hour trips. The traffic generated by this development was taken directly from the Kimley Horn report and applied to the study area. No improvements were recommended as part of this study that will affect traffic in our study analysis. The off-site development traffic generated by these five developments can be seen in Figure 6.

2025 BACKGROUND TRAFFIC

The 2025 background traffic consists of the 2020 existing traffic plus the historical growth traffic, plus the traffic from the five approved offsite developments. The total background traffic is shown in Figure 7.

SITE TRAFFIC

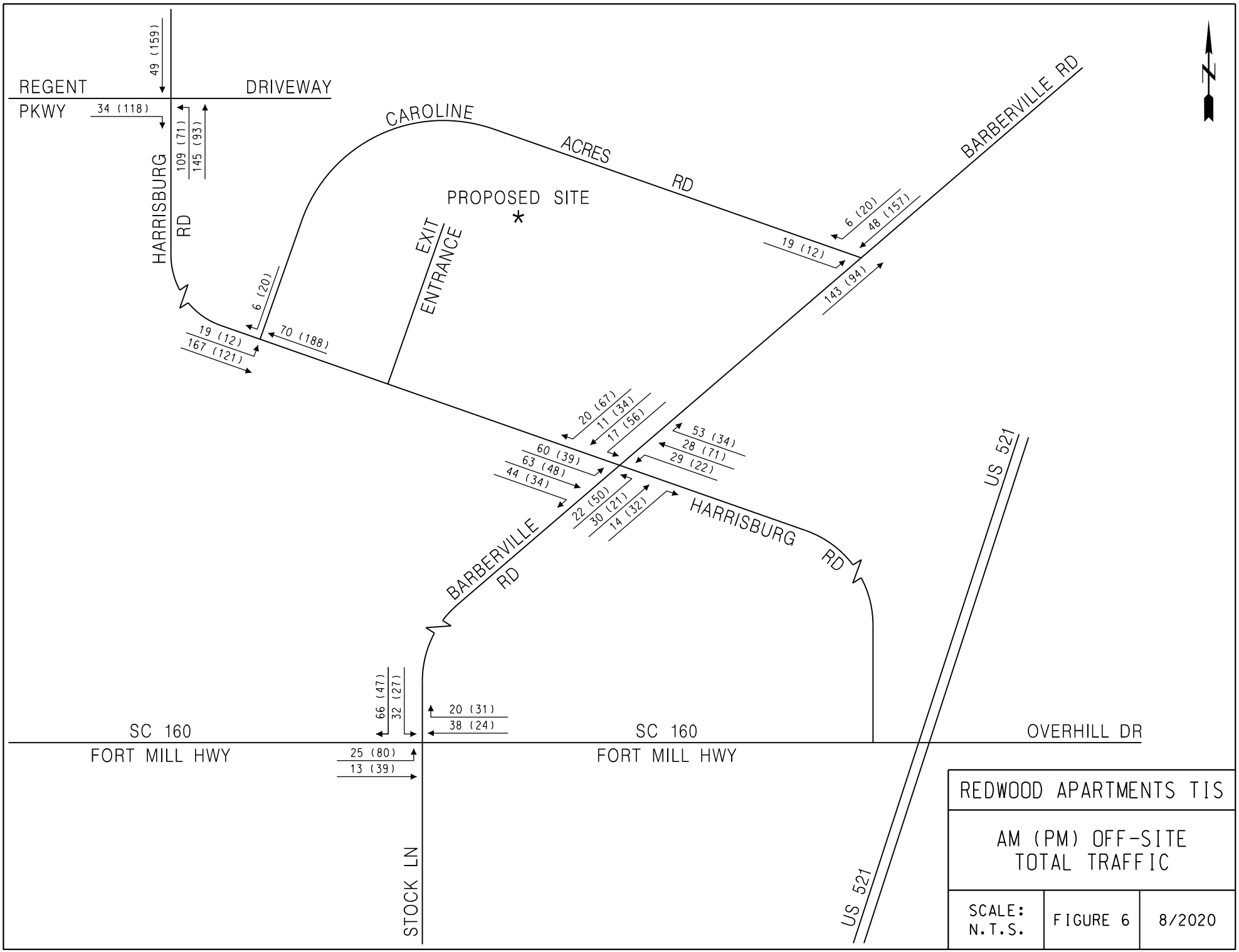
The proposed Redwood Apartment Neighborhoods development will consist of 157 two-bedroom apartments located in 34 buildings. The proposed site is presently an unoccupied wooded area. One full movement and one right-in/right-out access point is proposed on Harrisburg Road. The trips generated by the construction of the proposed development were calculated using the 10th Edition of the ITE Trip Generation Manual and were based on Multifamily Housing – Low Rise (ITE Code 220). The calculations were based on the proposed 157 dwelling units and are shown below. The trips expected to be generated were added to the projected background traffic and distributed throughout the study area.

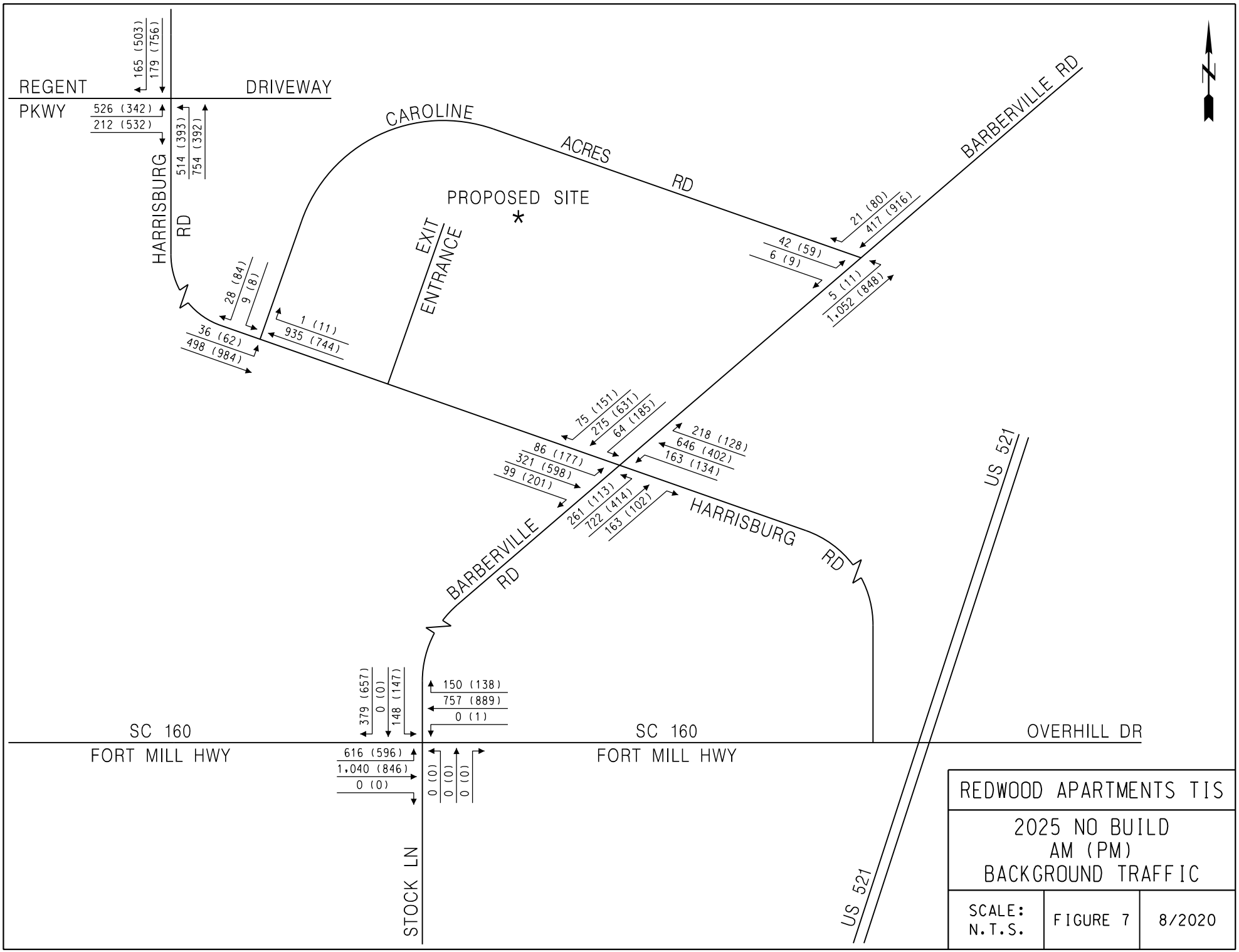
Multifamily Housing Low Rise (ITE Code 220)

AM
Average Rate = 0.46 per dwelling unit
Ln(T) = 0.95Ln(X) - 0.51
T = 73 trips
23% In = 17 trips
77% Out = 56 trips

PM
Average Rate = 0.56 per dwelling unit
Ln(T) = 0.89 Ln(X)-0.02
T = 88 trips
63% In = 55 trips
37% Out = 33 trips

The Site Generation Diagram showing how these trips were distributed is shown in Figure 8. The distribution of the trips generated by the proposed site is shown in Figure 9.


REGENT PKWY
DRIVEWAY
49 (159)
34 (118)
109 (71)
145 (93)
HARRISBURG RD
CAROLINE ACRES RD
BARBERVILLE RD
PROPOSED SITE
*
EXIT
ENTRANCE
6 (20)
19 (12)
167 (121)
70 (188)
6 (20)
48 (157)
19 (12)
143 (94)
20 (67)
11 (34)
17 (56)
53 (34)
28 (71)
29 (22)
60 (39)
63 (48)
44 (34)
22 (50)
30 (21)
14 (32)
BARBERVILLE RD
HARRISBURG RD
US 521
66 (47)
32 (27)
20 (31)
38 (24)
SC 160
FORT MILL HWY
SC 160
FORT MILL HWY
OVERHILL DR
25 (80)
13 (39)
STOCK LN
US 521
REDWOOD APARTMENTS TIS
AM (PM) OFF-SITE
TOTAL TRAFFIC
SCALE:
N.T.S.
FIGURE 6
8/2020

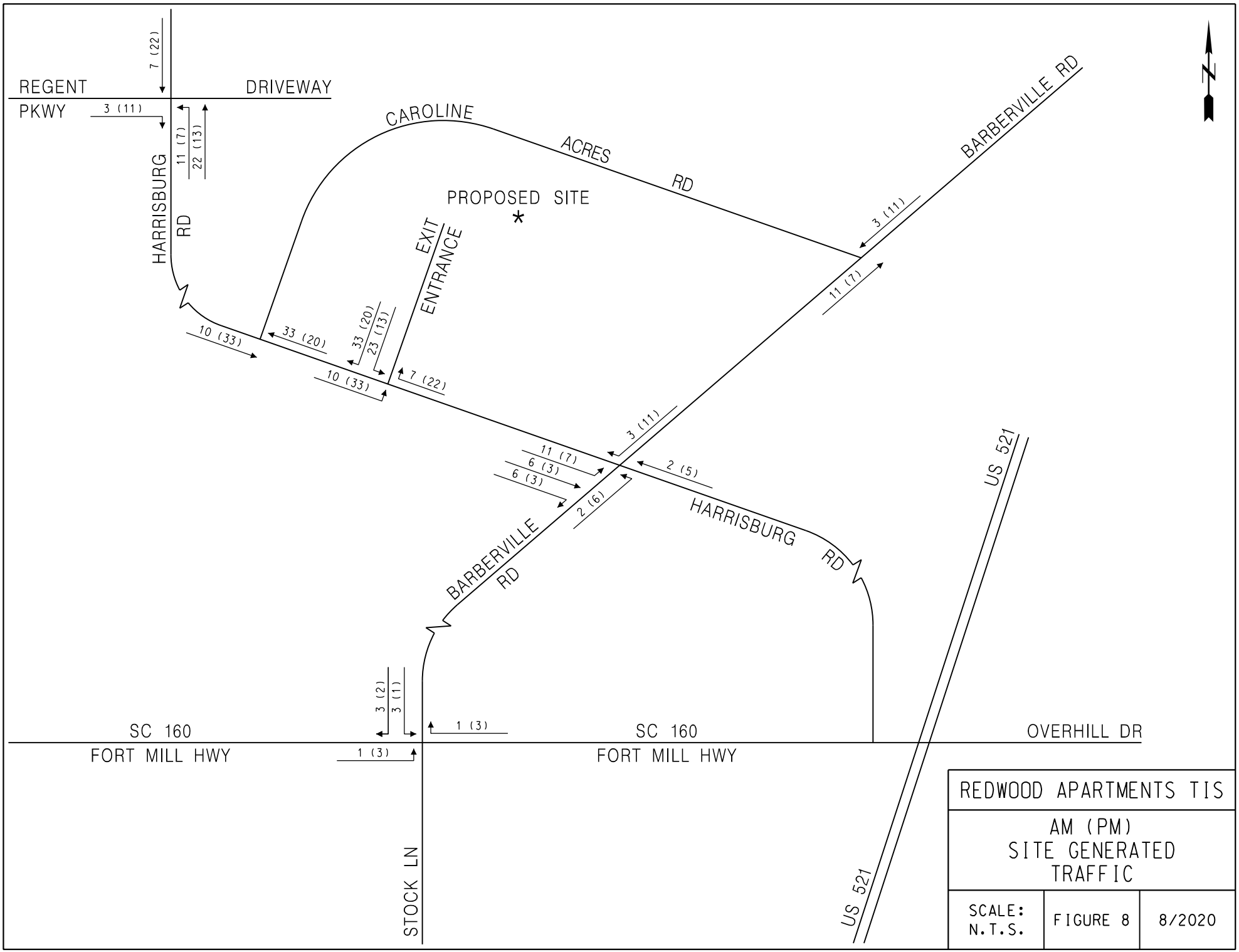


REDWOOD APARTMENTS TIS

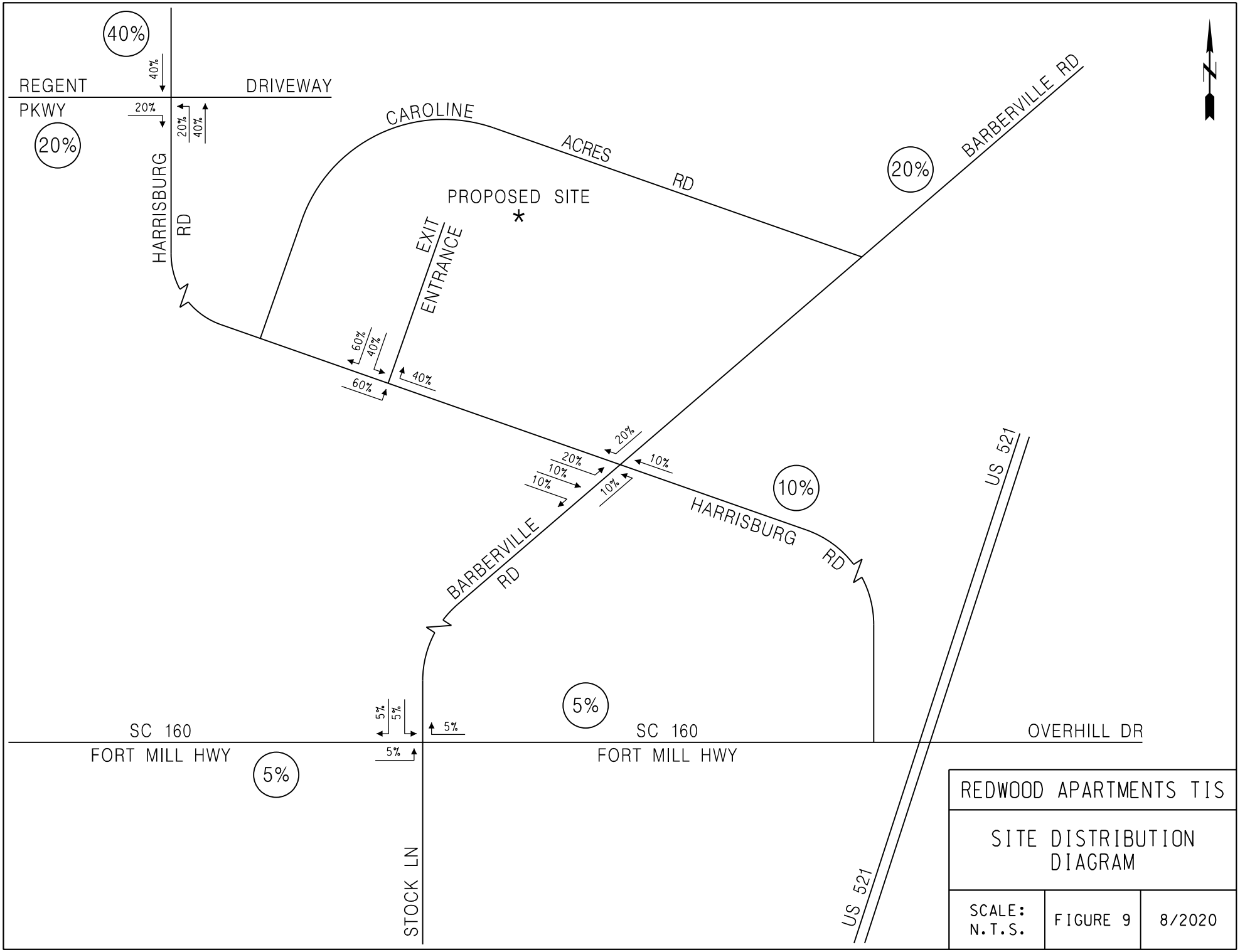
2025 NO BUILD
AM (PM)
BACKGROUND TRAFFIC

SCALE: N.T.S.	FIGURE 7	8/2020

O:\2020\2000060_001_Indian_Land_TIS\CADD\2020_Indian_Land_Volumes_NB.dgn
Wednesday, August 19, 2020 AT 12:43 PM



REDWOOD APARTMENTS TIS		
AM (PM) SITE GENERATED TRAFFIC		
SCALE: N.T.S.	FIGURE 8	8/2020



REDWOOD APARTMENTS TIS

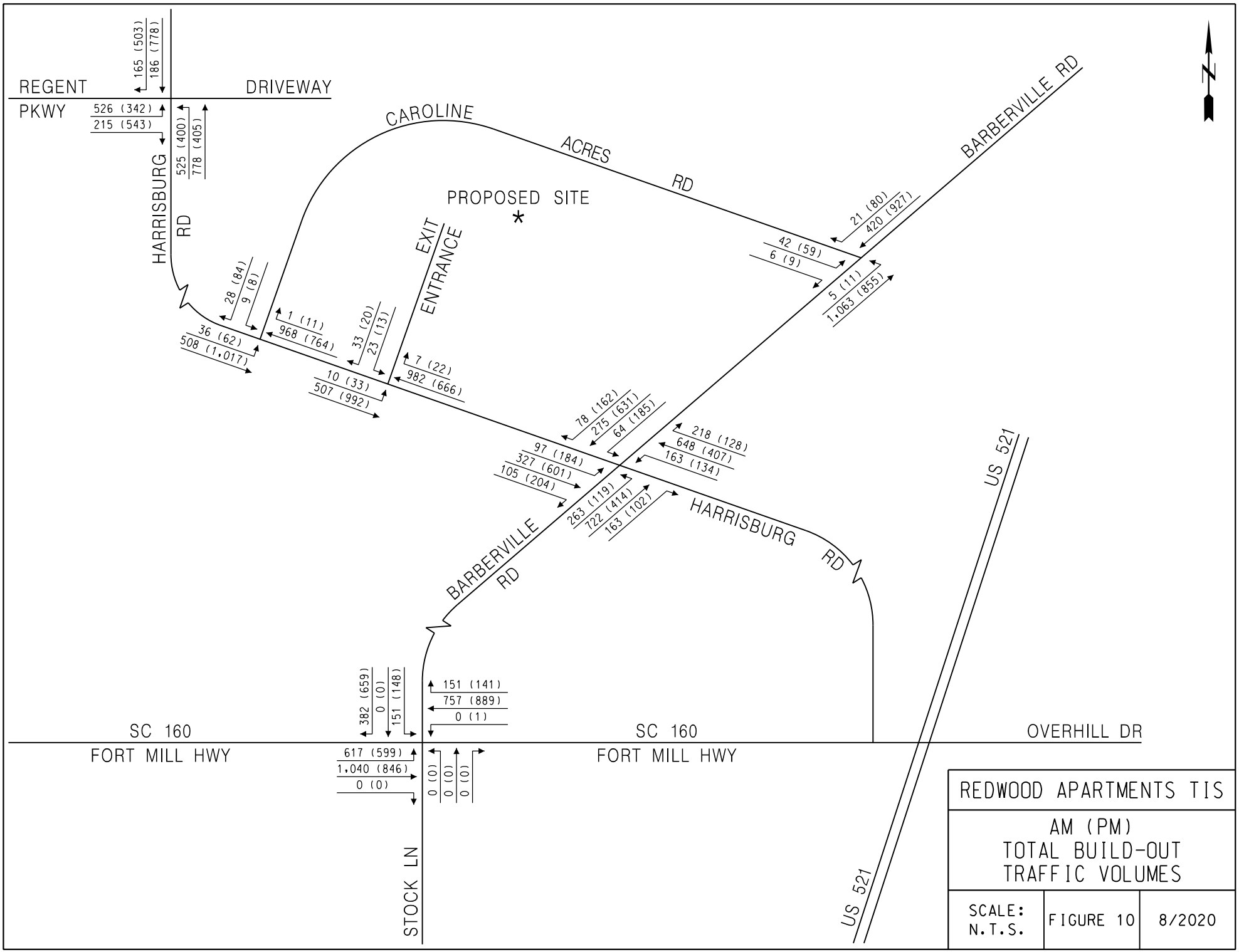
SITE DISTRIBUTION DIAGRAM

SCALE: N.T.S.	FIGURE 9	8/2020

0:\2020\2000060_001_Indian_Land_TIS\CADD\2025_Indian_Land_Volumes_Site_Distribution.dgn
Wednesday, August 19, 2020 AT 01:35 PM

2025 TOTAL BUILD-OUT TRAFFIC

The 2025 total build-out traffic is the 2025 No Build (Background) traffic calculated using a 5% growth rate, plus the traffic generated by the build-out of the five proposed, approved off-site developments in the vicinity of the project, plus the traffic projected to be generated by the proposed Redwood Apartment Neighborhoods site at build-out added together. The total 2025 build-out traffic is shown in Figure 10.



REDWOOD APARTMENTS TIS

AM (PM)
TOTAL BUILD-OUT
TRAFFIC VOLUMES

SCALE: N.T.S.	FIGURE 10	8/2020

0:\2020\2000060_001_Indian_Land_TIS\CADD\2025_Indian_Land_Volumes_Total.dgn
Wednesday, August 19, 2020 AT 01:14 PM

CAPACITY ANALYSIS

Synchro 10 was used to analyze the study intersections during the AM and PM peak hour hours. The intersections were analyzed under the 2020 Existing traffic, the 2025 No Build condition, and the 2025 Build-Out traffic conditions to determine the LOS/delay and queues for each intersection. Synchro 10 determined the capacity analyses for each intersection using the methodology from the Highway Capacity Manual (HCM). The analysis of each intersection was used to quantify the impacts of the proposed development on the roadway network.

The analyses determined the LOS (Level of Service) and the delay for each intersection. LOS is a performance measure outlined in the HCM that is used to translate numerical results into a simple A-F system that is based on the average seconds of delay per vehicle entering the intersection. The HCM defines the LOS A through LOS F through the traveler's perspective with LOS A having the best operating conditions (least delay) and LOS F having the worst (most delay). LOS from A-D are usually considered acceptable with LOS of E-F considered unacceptable.

The LOS for a two way, stop controlled (TWSC) intersection is determined by the delay on the stop-controlled approaches during the peak periods of the day. It is typical for the stop-controlled approaches to experience long delays during peak hours. The long delays are more prevalent for left turn movements from the stop-controlled approaches. The higher volume traffic on the major highways usually experience little or no delay since they are not controlled by a stop sign or signal.

The LOS for signalized intersection is measured as the total delay on all the approaches during the peak traffic hours. One movement can experience high delays while the rest of the movements may have little delay resulting in a good overall LOS.

The standards from the Lancaster County UDO Section 6.8.1A requires that all collector and local streets operate at a LOS of C or above and all arterial or higher order streets operate at a LOS of D or above at the build-out of the new development. If these standards are not met, then mitigation improvements to the roadway network should be identified to improve the LOS.

The existing signal timings obtained from the SCDOT were used for all the signalized intersections for the existing conditions. These can be found in the appendix. The signal timings for the 2025 No Build and 2025 Build conditions were optimized by the Synchro software for the analysis.

2020 Existing Traffic Analysis

Tables 2 and 3 show the overall LOS/delay and approach LOS/delay for the 2020 Existing traffic in the AM and PM peak hour for each of the study intersections. In the AM peak hour, all the intersections operate at a LOS of C or better except the Harrisburg Road/Barberville Road intersection which operates at a LOS of E. Of the three signalized intersections during the PM peak hour, Harrisburg Road/Barberville Road and

Harrisburg Road/Regent Parkway operate at a LOS of D while SC 160/Barberville Road operates at a LOS of C. The stop-controlled intersection of Barberville Road/Caroline Acres Road operates at a LOS of D. The Synchro Version 10 Capacity Analysis reports are shown in the Appendix.

2025 NO BUILD AND 2025 BUILD-OUT TRAFFIC ANALYSIS

Tables 2 and 3 display the 2025 No Build and 2025 Build-Out LOS/delay. The Build-Out condition analysis includes improvements to be made by the developer for Redwood Apartment Neighborhoods, as well as improvements to meet LOS C/D.

For the 2025 No Build and Build-Out condition analyzes the following road improvements committed by others were included:

- An exclusive right turn lane (100 feet) for eastbound Barberville Road at Harrisburg Road
- An exclusive right turn lane (300 feet) for southbound Harrisburg Road at Regent Parkway
- An exclusive left turn lane (150 feet) for southbound Harrisburg Road at Caroline Acres Road
- Constructing dual eastbound lanes on the eastbound approach of Barberville Road to Harrisburg Road with 350 feet of storage
- Adding an additional northbound receiving lane (approximately 1000 feet) on Harrisburg Road north of Barberville Road
- Extending the northbound left turn lane on Harrisburg Road at Barberville Road to 300 feet of storage
- Extending the southbound left turn lane on Harrisburg Road at Barberville Road to provide 250 feet of storage
- An exclusive southbound right turn lane (150 feet) on Harrisburg Road at Barberville Road
- An exclusive westbound right turn lane (125 feet) on Barberville Road at Harrisburg Road
- Extend the northbound left turn lane on Harrisburg Road at Regent Parkway to provide 550 feet of storage

In both the 2025 No Build and the 2025 Build Out models the three signalized intersections were modeled with the signal timings optimized. Table 2 and 3 depicts the overall LOS/delay and approach LOS/delay for the projected 2025 No Build and the 2025 Build-Out conditions in the AM and PM peak hour respectively.

The Capacity Analysis reports generated by Synchro 10 software are shown in the Appendix.

Each intersection is discussed in more detail on the following pages.

Table 2. AM Peak Hour HCM Level of Service

Intersection	2020 Existing		2025 No Build		2025 Build-Out		2025 Build-Out Improved LOS C/D	
	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Harrisburg Road and Barberville Road	E	71.4	F	114.9	F	114.9	C	25.7
Harrisburg Road and Caroline Acres Road	C	19.9*	D	28.5*	D	30.5*	C	20.4*
Barberville Road and Caroline Acres Road	C	21.5*	F	58.5*	F	60.9*	A**	3.0**
SC 160 and Barberville Road	C	30.5	D	54.4	D	55.0	C	24.9
Harrisburg Road and Regent Parkway	C	24.1	C	32.4	C	34.0	B	18.6
Harrisburg Road and Site Access	N/A	N/A	N/A	N/A	E	41.5*	E	41.5*

*Worst approach delay reported

** - Traffic signal installed

2025 Build-Out Improved: Includes the proposed mitigation to be made by the developer.

2025 Build-Out Improved LOS C/D: Includes the identified mitigation to meet the LOS requirements.

Table 3. PM Peak Hour HCM Level of Service

Intersection	2020 Existing		2025 No Build		2025 Build-Out		2025 Build-Out Improved LOS C/D	
	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Harrisburg Road and Barberville Road	D	51.5	E	67.6	E	68.6	C	32.6
Harrisburg Road and Caoline Acres Road	B	19.5*	D	29.5*	D	32.0*	C	17.2*
Barberville Road and Caroline Acres Road	D	31.5*	F	255.1*	F	271.0*	B**	14.2**
SC 160 and Barberville Road	C	33.1	F	93.2	F	95.2	D	47.1
Harrisburg Road and Regent Parkway	D	54.1	D	50.2	D	54.4	C	22.7
Harrisburg Road and Site Access	N/A	N/A	N/A	N/A	E	39.3*	E	39.3*

***** Worst approach delay reported
**Signal installed

2025 Build-Out Improved: Includes the proposed mitigation to be made by the developer.
2025 Build-Out Improved LOS C/D: Includes the identified mitigation to meet the LOS requirements.

HARRISBURG ROAD AND BARBERVILLE ROAD

As shown in Tables 2 and 3, this intersection currently operates at a LOS of E in the AM peak hour and D in the PM peak hour. Under the 2025 No Build condition the intersection is expected to operate at LOS of F in the AM and a LOS E in the PM peak hours. Under the 2025 Build-Out conditions the intersection is projected to continue to operate at a LOS F in the AM and a LOS E in the PM with only slight increases in the overall delay/queue lengths.

Most of the projected delay in the AM peak hour is on the eastbound through movement of Barberville Road and the northbound through movement of Harrisburg Road with both individual approaches operating as a LOS of F. Significant queues are projected along the eastbound and northbound through lanes.

During the PM peak hour period there are significant backups and delay projected on all approaches during both the 2025 No Build and the 2025 Build-Out conditions. Under both conditions, the intersection is projected to operate at a LOS E. With the 2025 Build-Out condition, there is a slight increase in overall delay of 1.0 sec/veh as compared to the 2025 No Build condition.

The guidelines from the Lancaster County UDO state that a major collector should operate at a LOS of C or better at build-out or improvements should be identified to improve the LOS to the standard LOS of a C.

To improve the overall operation to a LOS C the following improvements were identified:

- The construction of an exclusive right turn-turn lane on northbound Harrisburg Road (150 foot storage/100 foot taper.
- The construction of an additional through lane on the Barberville Road approaches.
- The construction of an additional through lane on the Harrisburg Road approaches.

The analysis of the intersection under these conditions yield a LOS/Delay in the AM and PM peak hours of C/25.7 and C/32.6. The construction of the additional through lanes would necessitate the construction of an additional receiving lane on each departure.

The Redwood Apartment Neighborhoods development is not projected to increase the number of right turn motorists on the northbound Harrisburg Road approach nor significantly increase the delay on the other approaches from the projected 2025 No Build traffic, therefore it is recommended that these improvements not be made by the developer. In the meantime, it is recommended that signal timing adjustments be made as the traffic volumes increase in the future.

The approach LOS, delay and queues for each movement can be found in the appendix.

HARRISBURG ROAD AND CAROLINE ACRES ROAD

This intersection operates as at a LOS C under the existing 2020 AM conditions and PM conditions peak hour conditions. Under the 2025 No Build conditions it is expected to operate at a LOS D under both the

AM and PM peak periods. For the 2025 Build-Out conditions it is expected to continue to operate at a LOS D with a 2.0 second increase in delay in the AM and a 2.5 second increase in the PM. The Redwood Apartment Neighborhoods development is not projected to add any traffic to the Caroline Acres approach and only projected to make up 2.8% of the 2025 AM Build-Out traffic and 2.7% of the 2025 PM Build-Out traffic on Harrisburg Road.

Based on the low projected increase in delay and the low impact the development has on this intersection, no mitigation improvements are recommended at this intersection to be constructed by the development.

To comply with the Lancaster County guidelines, mitigation improvements should be identified to bring this major collector to a LOS C or better. The installation of a right turn lane on northbound Harrisburg Road at this intersection does not improve the LOS since there are few right turn motorists on northbound Harrisburg Road. The installation of a stop and go traffic signal was considered but ultimately vetoed due to the relatively low volume of traffic on Caroline Acres Road. Furthermore, a traffic signal would likely decrease the delay for the Caroline Acres approach but would greatly increase the overall delay at the intersection.

To improve the LOS of the intersection to a C or better the following improvement was identified:

- Construct an additional through lane on both approaches of Harrisburg Road.

The analysis of the intersection under the conditions of adding an additional through lane on Harrisburg Road yielded a LOS/Delay of C/20.4 during the AM Peak Hour and C/17.2 during the PM peak hour. The addition of the through lane would require the addition of a receiving lane at the intersection. The approach LOS, delay and queues for each movement can be found in the appendix.

BARBERSVILLE ROAD AND CAROLINE ACRES ROAD

This intersection operates as at a LOS C under the existing 2020 AM conditions and a LOS D under the PM conditions. Under the 2025 No Build conditions it is expected to operate at a LOS F under both the AM and PM peak periods. The projected delay for the AM and PM periods is 58.5 seconds and 255.1 seconds. Under the 2025 Build-Out conditions the projected LOS remains at F but the increase in the projected delay in the AM and PM periods is only 2.4 seconds and 15.9 seconds respectively. The Redwood Apartment Neighborhoods development is not projected to add any traffic to the Caroline Acres approach and only projected to make up less than 1% of the 2025 AM Build-Out traffic and 2025 PM Build-Out traffic on Harrisburg Road.

Based on the low projected increase in delay and the low impact the development has on this intersection, no mitigation improvements are recommended at this intersection to be constructed by the development.

To comply with the Lancaster County guidelines, mitigation improvements should be identified to bring this major collector to a LOS C or better. The installation of a right turn lane on westbound Barberville Road at this intersection does not improve the LOS since there are few right turn motorists on westbound Barberville Road.

To improve the LOS of the intersection following improvement was identified:

- Construct an additional through lane on both approaches of Barberville Road.
- Construct a left turn lane on the eastbound approach of Barberville Road
- Install a traffic signal at this intersection

The additional through lanes and left turn lane on Barberville Road combined with the installation of a traffic signal improve the LOS/Delay at this intersection to A/3.0 in the AM peak hour and B/14.2 in the PM peak hour. Even though the traffic signal improves the LOS at the intersection, the signal may not be warranted since the volume on the Carolina Acres Road approach is 48 during the AM peak hour and 68 during the PM peak hour and that includes right turn motorists also.

The addition of the through lane would require the addition of a receiving lane at the intersection. The approach LOS, delay and queues for each movement can be found in the appendix.

SC 160 AND BARBERVILLE ROAD

Tables 2 and 3 show the LOS/Delay for the intersection of SC 160 and Barberville Road. As shown in the table, this intersection operates at a LOS C under the 2020 existing AM and PM peak hour conditions.

Under the 2025 No Build and 2025 Build-Out conditions, the intersection is expected to operate overall at LOS D in the AM peak hour and a LOS F in the PM peak hour. During the AM peak hour period the eastbound SC 160 approach lanes are projected to experience the most delay/queues. This is mainly because of the projected heavy volume of left turn motorists from eastbound SC 160 conflicting with the heavy volume of westbound SC 160 motorists. During the PM peak hour, all approaches are expected to experience significant delay/queues. The projected increase in the average delay at this intersection from the 2025 No Build condition to the 2025 Build-Out condition of the Redwood Apartment Neighborhoods during the AM peak hour is from 54.4 seconds to 55.0 second. During the PM period the increase is from 93.2 seconds to 95.2 seconds. Both increases attributed to the Redwood Apartment Neighborhoods site would be considered minimal.

According to the Lancaster County UDO guidelines, a major arterial highway should operate a LOS D or better at build-out of the proposed development or mitigation improvements should be identified to improve the roadway network operation.

To provide a LOS D to comply with the Lancaster County UDO guidelines, the following improvement was identified:

- Provide an additional through lane on the SC 160 approaches.

The construction of the additional through lanes improves the AM LOS/Delay to C/24.9 and in the PM to D/47.1. The additional through lanes would require the construction of additional receiving lanes on SC 160.

To further improve the LOS at this intersection, another additional improvement was identified but not modeled:

- Provide a double left turn from eastbound SC 160 onto Barberville Road.

Since the Redwood Apartment Neighborhood does not change the overall LOS of the intersection and only causes minor increases in the overall delay from the No Build condition, no mitigation improvements to be completed by this development are recommended at this intersection.

The approach LOS, delay and queues for each movement can be found in the appendix.

HARRISBURG ROAD AND REGENT PARKWAY

Table 2 and 3 show the LOS/Delay for the intersection of Harrisburg Road and Regent Parkway. This intersection operates at a LOS C under the 2020 existing AM period and LOS D during the 2020 existing PM period.

Under the 2025 No Build and 2025 Build-Out conditions, the intersection is expected to operate overall at LOS C during the AM peak hour. Under the 2025 No Build PM peak hour, the intersection is projected to operate under a LOS D and a LOS E for the 2025 Build-Out condition. During the PM peak hour for both the 2025 No Build and the 2025 Build-Out conditions, all approaches experience significant delay/queues, however the projected increase in the overall delay between the two conditions is minor. The increase in the projected delay between the 2025 AM No Build and the 2025 AM Build condition is only 1.6 seconds. The increase between the PM peak hour delay is only 4.2 seconds.

To comply with the Lancaster County UDO guidelines, mitigation improvements must be identified on major collector roads whose LOS is less than a C.

The following mitigation improvements were identified to bring the LOS of the intersection up to a C:

- Provide an additional southbound through lane on Harrisburg Road.
- Provide a double left turn from Regent Parkway onto northbound Harrisburg Road.

The construction of these lanes would require the addition of receiving lanes. These mitigation improvements improved the AM LOS/Delay to B/18.6 and the PM to C/22.7.

Since the Redwood Apartment Neighborhood does not change the overall LOS of the intersection and only causes minor increases in the overall delay from the 2025 No Build condition, no mitigation improvements to be completed by this development are recommended at this intersection.

The approach LOS, delay and queues for each movement can be found in the appendix.

HARRISBURG ROAD AND SITE ACCESS

The analysis of the intersection of Harrisburg Road and the Site Access drive was made assuming the construction of a left turn on southbound Harrisburg Road into the development. The Site Access drive is projected to operate at a LOS/Delay of E/41.5 in the AM Build-Out condition and E/39.3 in the PM Build-Out condition. The approach LOS, delay and queues for each movement can be found in the appendix.

AUXILLARY TURN LANE WARRANTS

To determine if left or right turn lanes were needed at the two site access points, the guidance provided in the SCDOT Access and Roadside Management Standard (ARMS) manual and the March 2017 edition of the SCDOT Roadway Design Manual was used. Chapter 9 of the Roadway Design Manual provides turn lane warrant analysis graphs to aid in the determination. The graphs use the roadway volumes, turn lane volume, and design speed of the roadway in the analysis.

Using these graphs in the warrant analyses, a left turn lane on Harrisburg Road is warranted on southbound Harrisburg Road at the site access point. The right turn lanes at the site access point is not warranted. The warrant analyses graphs and calculations are shown in the Appendix.

RECOMMENDATIONS AND CONCLUSIONS

This report analyzed the potential impacts to the roadway network caused by the traffic generated by the proposed Redwood Apartment Neighborhoods development located on Harrisburg Road just north of Barberville Road. Recommended improvements to be made by the developer are summarized below.

Harrisburg Road and Site Access

- Construct a left turn lane on southbound Harrisburg Road into the site access. The turn lane should provide 150 feet of storage.
- Construction of an emergency access point on Harrisburg Road for emergency vehicle access only. The emergency access would be on Harrisburg Road just east of the Site Access drive.

General

- Since the SCDOT maintains the signal timings at the intersections with traffic signals included in this report, timing adjustments should be considered as conditions change on the roadway network in the future.

All improvements on the state roadway network system are subject to approval by the SCDOT and Lancaster County. All improvements on the state system should be permitted, designed, and constructed in conformity with the standards of the SCDOT and Lancaster County.

Redwood
APARTMENT NEIGHBORHOODS

Indian Land, SC
Lancaster County Planning Department
December 2020

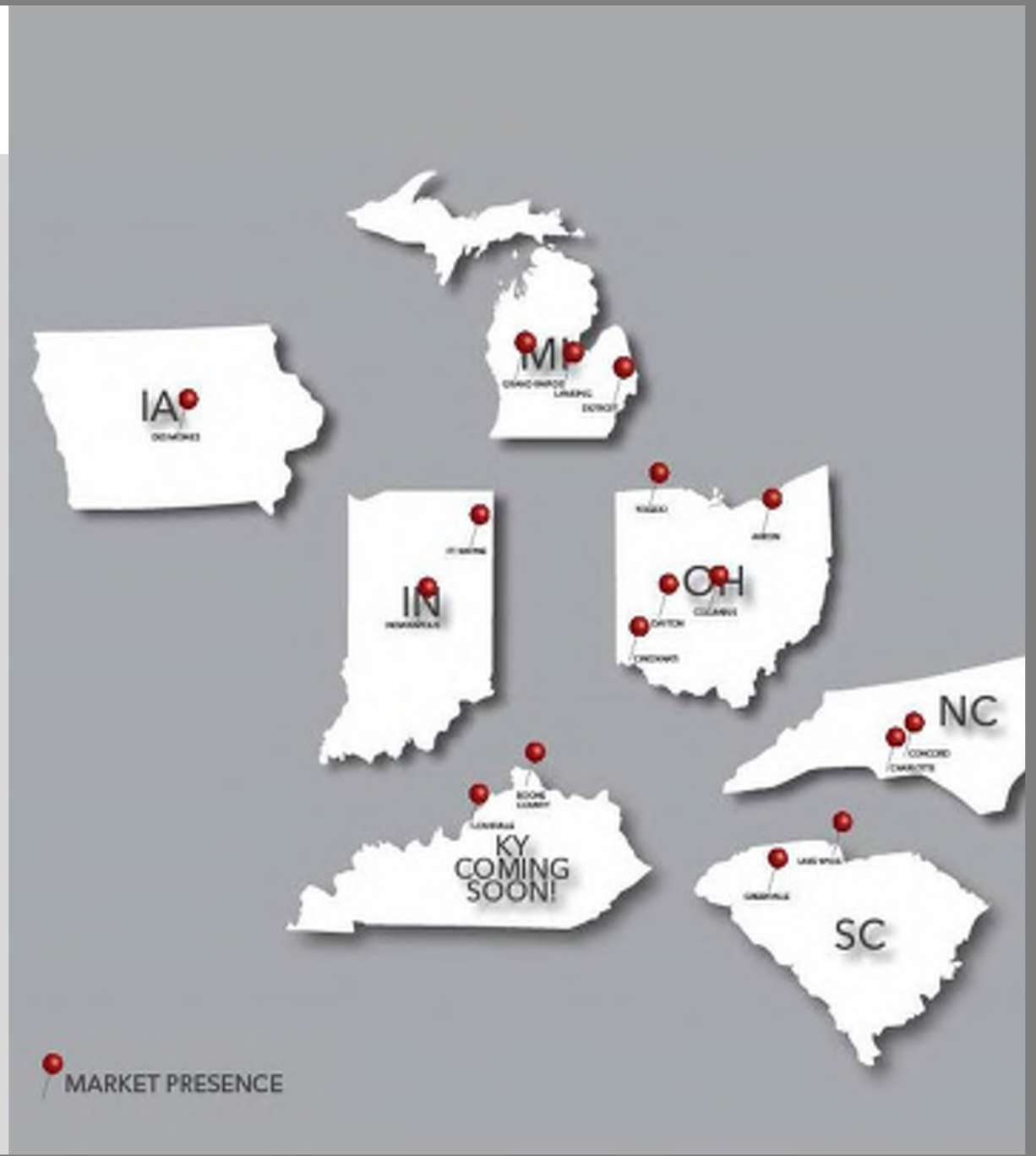
Who is Redwood?

- Single-story, low density apartment neighborhoods
- Over 13,000 dwellings owned & managed across footprint
- 98% leased portfolio
- Based in Independence, OH
- Resident focused
- Community oriented
- 24/7 on-site professional management

Where do we build?

THE CAROLINAS

- Charlotte
- Monroe
- Concord
- Kannapolis
- Lake Wylie
- Greenville \ Spartanburg



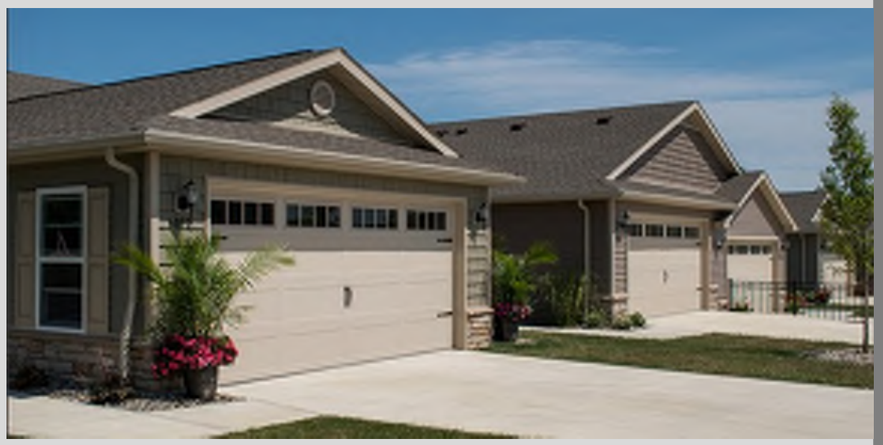
Who lives here?

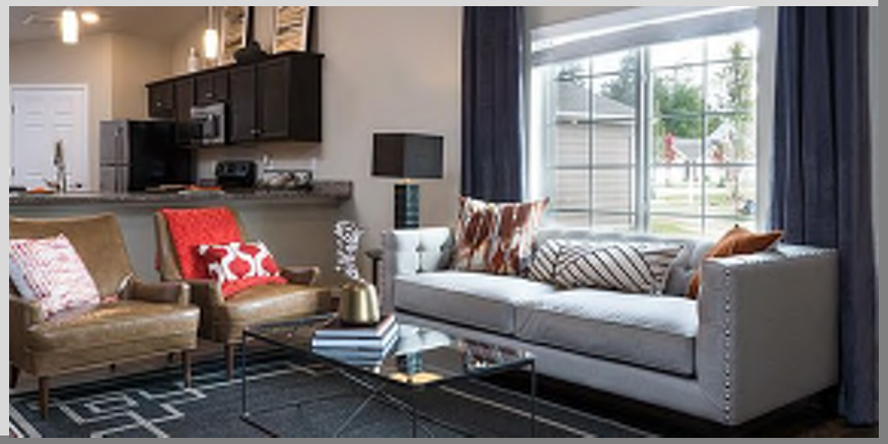
- Empty nesters
- Young professionals
- $1,500 - $2,000 range of rent
- Those desiring a maintenance free lifestyle
- Applicants required to submit credit and background checks

Redwood
APARTMENT NEIGHBORHOODS

What do we build?

- Distinctive, open floor plans: 2 bedroom/2 bath
- Private, attached, 2 car garages with direct entry
- Single story, no one lives above or below
- Extensive landscaping
- Stone & shake siding accents
- Zero clearance thresholds
- Vaulted ceilings
- Personal outdoor patio
- Eat-in kitchens with walk in pantry
- Full size washer and dryer connections
- Private, low-speed streets





Redwood
APARTMENT NEIGHBORHOODS

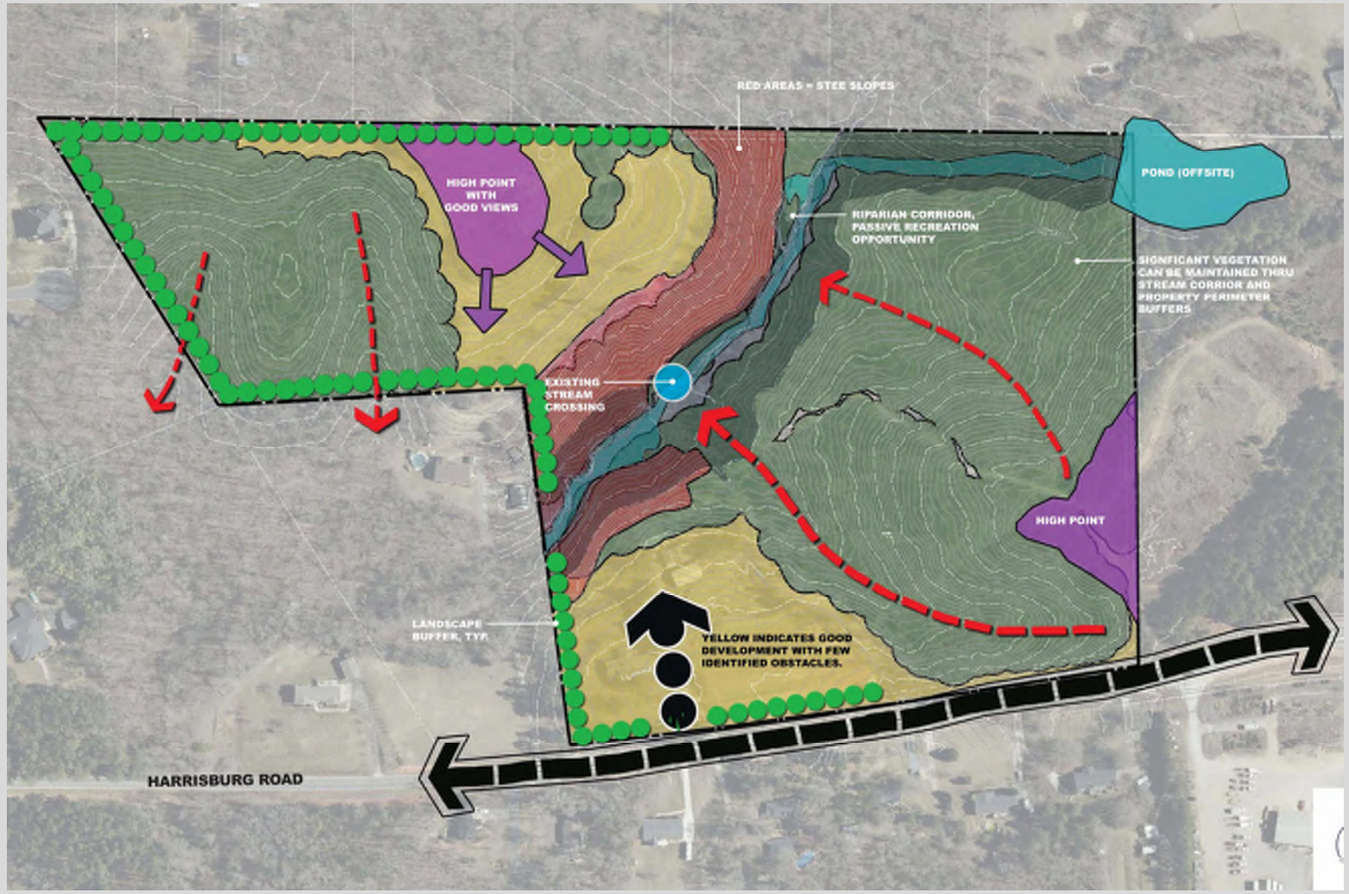
The *Site*

- 37.45 acres site total
- Presently vacant and undeveloped
- Current zoning: LDR
- Convenient access from both Harrisburg and Barberville Roads.

Site *Analysis*

OPPORTUNITIES

- A lot of topography = good drainage
- Stream corridor to provide good natural amenity for passive recreation.
- Existing vegetation to be preserved for site buffering.
- Good visibility and frontage at site access



Proposed *Site Plan*

- Proposed Zone: PB/MF
- 155 dwellings projected
- +\- 4.14 dwelling per acre density
- Multiple dwelling types proposed
- Leasing office | maintenance bldg.
- Generous trail network, trailhead, and overlook.
- Significant tree save

Redwood
APARTMENT NEIGHBORHOODS

Architecture - *Exterior*

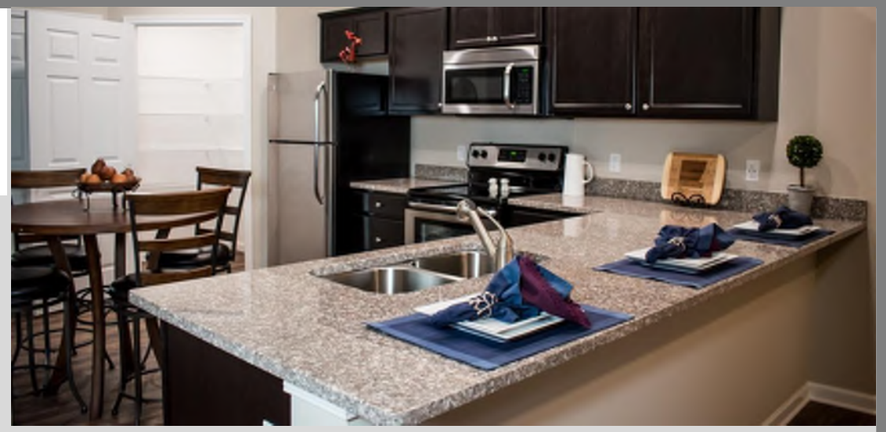
- Stone accents on buildings
- 2x6 exterior walls, filled with R-19 Batt insulation
- Varied color siding and shake accent panels
- Lifetime dimensional shingles
- Energy Star certified windows
- Individual driveway to garages, no ribbon parking lots
- Carriage style garage doors with windowed panels
- Personal outdoor patio spaces

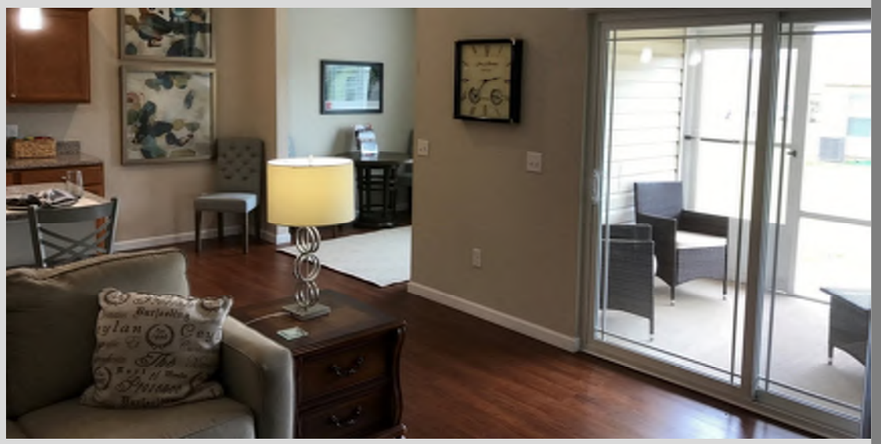
Redwood
APARTMENT NEIGHBORHOODS

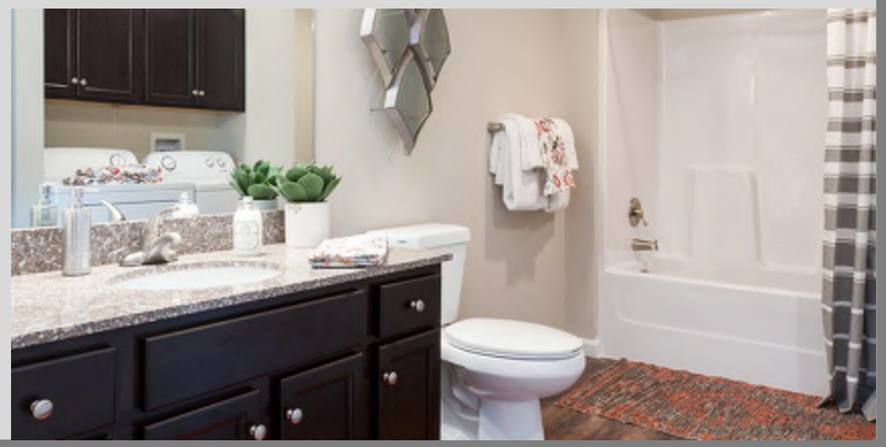
Architecture - *Exterior*

Architecture - *Interior*

- 2 bedroom, 2 full bath, den area
- Vaulted ceilings, quality finishes, open floor plans with waterproof LVT (Luxury Vinyl Tile)
- Energy efficiency certified throughout dwelling including high efficiency furnace
- Walk-in closets and kitchen pantry
- Granite countertops in kitchen and baths
- Large eat-in kitchens with stainless steel appliances
- LED lighting throughout each dwelling
- Full size washer and dryer connections
- Smoke-free apartments

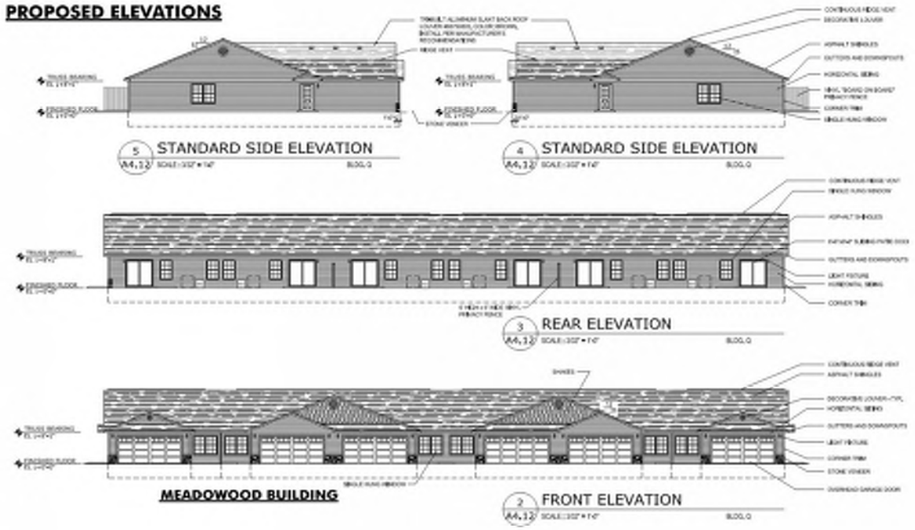


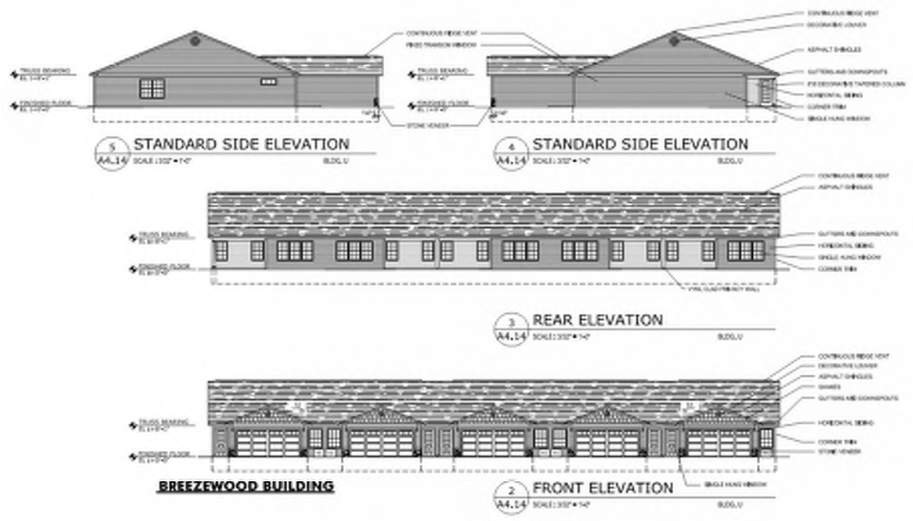


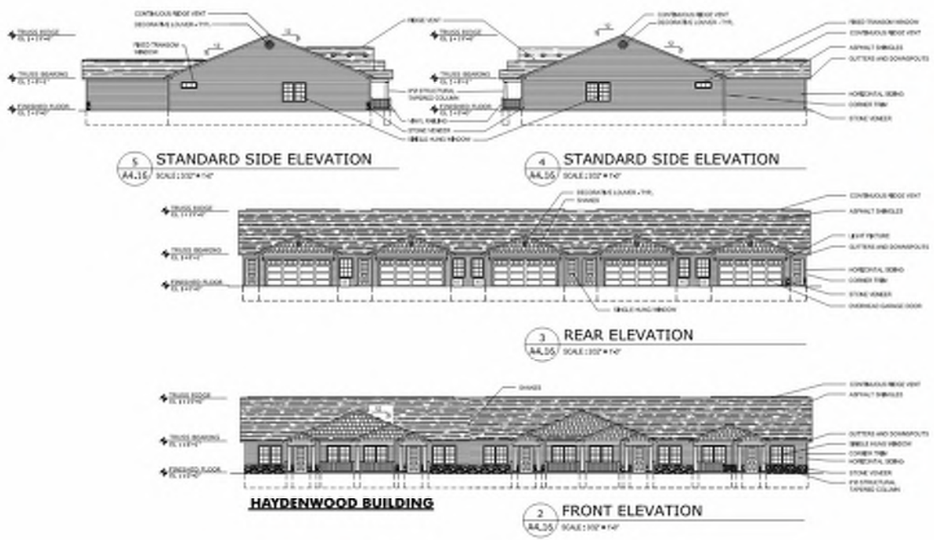


Redwood
APARTMENT NEIGHBORHOODS

PROPOSED ELEVATIONS







EXTERIOR FINISH MATERIAL SELECTIONS			
	ITEM	MATERIAL/STYLE	COLOR
1	DECORATIVE LOUVER	VINYL	WHITE
2	ASPHALT SHINGLES	DIMENSIONAL 30 YEAR LAMINATED	WEATHERED WOOD
3	GUTTERS AND DOWNSPOUTS	PREFINISHED ALUMINUM	WHITE
4	HORIZONTAL SIDING	VINYL	VARIES (SEE PAGE 19)
5	SHAKE SIDING	VINYL	VARIES (SEE PAGE 19)
6	CORNER TRIM	VINYL	WHITE
7	STONE VENEER	PRESTIGE	OHIO WHITE VEIN
8	OVERHEAD GARAGE DOOR	RAISED PANEL PAN/ STEEL	WHITE
9	SINGLE HUNG WINDOW	VINYL	STANDARD WHITE
10	SLIDING PATIO DOOR	VINYL	WHITE
11	COACH LIGHT	METAL & GLASS	BLACK
12	COLUMN	VINYL	WHITE
13	LOUVER	ALUMINUM	BROWN
14	PRIVACY FENCE	VINYL	WHITE

ARCHITECTURAL MATERIALS

SIDING COLORS - BY NORANDEX

NOTES:
1. BUILDING FRONT SIDING COLORS WILL VARY BETWEEN THE ABOVE 3 OPTIONS
2. SHAKES BY FOUNDRY SPECIALTY SIDING - TO MATCH SIDING COLORS

AS BUILT ARCHITECTURAL EXAMPLES

Redwood APARTMENT NEIGHBORHOODS

Redwood
APARTMENT NEIGHBORHOODS

Peace, Quiet, Comfort

INDIAN LAND, SC | ILLUSTRATIVE SITE PLAN | NOVEMBRER 15

BOHLER

Redwood
APARTMENT NEIGHBORHOODS

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1718
Contact Person / Sponsor: John DuBose / County Attorney
Department: Attorney
Date Requested to be on Agenda: 3/8/2021

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 form 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 form 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

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021- 1718**
COUNTY OF LANCASTER)

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.

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

RECIPROCAL EASEMENT AGREEMENT

COUNTY OF LANCASTER

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: _____

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

_____
Notary Public
Printed or Typed Name_____

(Official Seal)

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: _____

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

_____
Notary Public
Printed or Typed Name_____

(Official Seal)

My commission expires:_____

EXHIBIT A

Tract 1
0013-00-048.04
Tract 2
0013-00-047.01
Tract 3
0013-00-048.01
0013-00-018.08
COLLINS RD
0013-00-019.01
0013-00-047.02
0013-00-047.03
0013-00-043.01
0013-00-043.00
CHARLOTTE HWY
CHARLOTTE PARK DR
0013-00-048.03
INDIAN PARK RD
0013-00-048.00
0013-00-049.02
0013-00-049.01
CHASEWATER DR
CROWN VISTA DR
SHELLEY MULLIS R

EXHIBIT B

UTILITY PLAN

EXHIBIT C

GRADING AND DRAINAGE PLAN

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1721 / Planning Case Number: UDO-TA-2021-0097
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Planning
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Request to amend Unified Development Ordinance Section 2.5.3, Use Table, to allow for the Manufactured Housing use in the Rural Neighborhood (RN) District. Approval of the amendment will reduce the number of property owners that will need to rezone their property to build a mobile home in the future.

Points to Consider:
The following section of the UDO is proposed to be amended:
Section 2.5.3, Use Table: Amend to allow Manufactured Housing as a Permitted with Review use in the RN District.

Funding and Liability Factors:
N/A

Council Options:
To approve of deny the proposed text amendment.

Recommendation:
At its meeting of February 16, 2021, the Planning Commission voted 5-2 (Deese and Neely against) to recommend approval of the proposed text amendment. There was no discussion from the Commission on the item, nor was there any one from the public to speak.

Staff recommends approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1721	3/1/2021	Exhibit
Exhibit 1 to Ordinance 2021-1721	3/1/2021	Exhibit
Staff Report	2/9/2021	Planning Staff Report
Ex 1: Proposed Text Amendment	2/2/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1721 (Planning Department Case Number: UDO-TA-2021-0097)	3/1/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1721

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 2.5.3, USE TABLE, TO ALLOW FOR THE MANUFACTURED HOUSING USE IN THE RURAL NEIGHBORHOOD (RN) 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 2.5.3, Use Table, of the Unified Development Ordinance (UDO) concerning the modification of the use regulations and definition to allow for the Manufactured Housing use in the Rural Neighborhood (RN) District.
(b) The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by Section 9.2.15.B.3. Further, the proposed text amendment has been reviewed for compliance with applicable provisions of SC Code Title VI and has been found to be consistent with those provisions.
(c) The proposed amendment will provide for this common use type to be allowed the Rural Neighborhood (RN) District in Lancaster County.
(d) Lancaster County Planning Commission considered the proposed text amendment at its meeting on February 16, 2021, and by a 5-2 vote recommended approval of the text amendment.

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

Ordinance 2016-1442 (Unified Development Ordinance) Section 2.5.3, Use Table, is amended as set forth in "Exhibit 1" attached hereto and incorporated herein by reference.

The amendments are generally described as follows:

a) Section 2.5.3, Use Table: Amend to allow Manufactured Housing as a Permitted with Review use in the RN District.

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: March 8, 2021
Public Hearing: March 8, 2021
Second Reading: March 22, 2021
Third Reading: April 12, 2021

Approved as to form:

_____
John DuBose, County Attorney

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

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
A. RESIDENTIAL	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Dwelling – Single Family	P	P	P		P	P	P	P									P		P	P		
Dwelling – Two Family							PR	PR										PR				5.2.1
Dwelling – Three Family, Four Family								PR														5.2.3
Dwelling – Townhome								P									P	P	P	P	P	
Dwelling – Multifamily											PR							PR	PR	PR		5.2.2
Dwelling – Accessory	PR	PR	PR		PR	PR	PR										PR	PR				5.2.3
Halfway House										SE		SE										5.2.4
Live-Work Units				PR				PR	PR										PR	PR	PR	5.2.5
Manufactured Housing	PR	PR	PR		PR																	5.2.6
Manufactured Home Park	SE				SE																	5.2.6
Residential/Family Care Home (5 or fewer residents)	P	P	P		P	P	P											P	P	P	P	
Residential Care Facilities (6 or more residents)				PR					PR	PR	PR	PR								PR	PR	5.2.7

****

PROPOSAL: Amend Unified Development Ordinance Section 2.5.3, Use Table, to allow for the Manufactured Housing use in the Rural Neighborhood (RN) 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 allow for the Manufactured Housing use in the Rural Neighborhood (RN) District.

OUTLINE OF TEXT AMENDMENT:
The proposed text amendment would allow for the Manufactured Housing use in the RN District.

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

> *Section 2.5.3, Use Table*: Amend to allow Manufactured Housing as a Permitted with Review use in the RN District.

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 ~~strikethrough~~ 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 allowable zoning districts in which this use may be permissible.

It is noted that over the past months several rezoning applications have been processed and approved to rezone properties from the RN District to another zoning district that allows manufactured housing. This amendment would eliminate the need for rezoning applications such as these and facilitate a use that is appropriate for the zoning district.

STAFF RECOMMENDATION:
Staff recommends approval of the proposed text amendment.

ATTACHMENTS:

1. Application
2. Proposed Text Amendment

STAFF CONTACT:

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

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

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
A. RESIDENTIAL	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Dwelling – Single Family	P	P	P		P	P	P	P									P		P	P		
Dwelling – Two Family							PR	PR										PR				5.2.1
Dwelling – Three Family, Four Family								PR														5.2.3
Dwelling – Townhome								P									P	P	P	P	P	
Dwelling – Multifamily											PR							PR	PR	PR		5.2.2
Dwelling – Accessory	PR	PR	PR		PR	PR	PR										PR	PR				5.2.3
Halfway House										SE		SE										5.2.4
Live-Work Units				PR				PR	PR										PR	PR	PR	5.2.5
Manufactured Housing	PR	PR	PR		PR																	5.2.6
Manufactured Home Park	SE				SE																	5.2.6
Residential/Family Care Home (5 or fewer residents)	P	P	P		P	P	P											P	P	P	P	
Residential Care Facilities (6 or more residents)				PR					PR	PR	PR	PR								PR	PR	5.2.7

****

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, February 16, 2021. Lancaster County Council will conduct a public hearing on Monday, March 8, 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-2020-2887: Application by Landsdown Corporation to rezone approximately 370 acres along Taxahaw Road between Overbrook Road and Gold Mine Highway from Agricultural Residential to Mining. See also CP-2020-3057. The parcels are identified as TM # 0093-00-001.00 and 0092-00-017.01.
2. CP-2020-3057: Application by Landsdown Corporation to amend the future land use map from Rural Living to Special District-Industrial. The purpose of this request is to be consistent with the applicant's rezoning request, RZ-2020-2887. The parcels are identified as TM # 0093-00-001.00 and 0092-00-017.01.
3. RZ-2020-3043: Application by Bowers Properties of Lancaster, LLC, to rezone 2134 Barnett Street (TM # 0087O-0K-009.00) from Medium Density Residential to Rural Residential.
4. UDO-TA-2020-2957: Application by Lancaster County to amend Unified Development Ordinance Section 2.5.3, Use Table; Section 5.5.12, Shooting Range, Outdoor; Section 5.12.3, Temporary Uses Limited To Specific Districts; and Section 5.12.4, Temporary Uses With Specific Requirements, to modify those zoning districts in which an outdoor shooting range is a permissible use and to modify those regulations concerning how an outdoor shooting range may be permitted, as well as providing for turkey shoots as a temporary use in certain zoning districts and the standards by which turkey shoots may be approved.
5. UDO-TA-2021-0097: Application by Lancaster County to amend Unified Development Ordinance Section 2.5.3, Use Table, to modify those zoning districts in which manufactured housing is a permissible use.

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

T
N

M
Ja

Notice was published in The Lancaster
1, 2021

tary Public of South Carolina

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, February 16, 2021. Lancaster County Council will conduct a public hearing on Monday, March 8, 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-2020-2887: Application by Landsdown Corporation to rezone approximately 370 acres along Taxahaw Road between Overbrook Road and Gold Mine Highway from Agricultural Residential to Mining. See also CP-2020-3057. The parcels are identified as TM # 0093-00-001.00 and 0092-00-017.01.
2. CP-2020-3057: Application by Landsdown Corporation to amend the future land use map from Rural Living to Special District-Industrial. The purpose of this request is to be consistent with the applicant's rezoning request, RZ-2020-2887. The parcels are identified as TM # 0093-00-001.00 and 0092-00-017.01.

News briefs are online at TheLanc

the meantime, residents should continue using the online locator tool or reach out to vaccine providers directly.

Traxler also said during the briefing that the agency is expanding the number of Care Line workers from 30 to 61. DHEC has contracted with a vendor that will double the size of the call-center operations.

But even with those changes, Traxler urged South Carolinians to be patient and expect to be

cine rollout is wearing thin, and one of the most vocal complainers represents part of Lancaster County.

Rep. Richie Yow, a Chesterfield County Republican, said DHEC gave residents a "false positive" when it announced the vaccine eligibility – you could get the shot, but only if you could find a place that had doses and appointments available. At one point Wednesday morn-

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of January 17, 2021

Benita G Gulick
Notary Public of South Carolina

My Commission Expires
January 13, 2031

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson/Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Whether to nominate Stephen Catledge to the County Transportation Committee as the District 3 Representative. If the nomination is approved by Council, his appointment must by approved by the Lancaster County Delegation.

Points to Consider:
Stephen Catledge's application is attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Approve or deny the nomination.

Recommendation:
Approve the nomination.

ATTACHMENTS:

Description	Upload Date	Type
Application from Stephen Catledge for the County Transportation Committee	2/25/2021	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Stephen Catledge *County Council District* 3

Mailing Address _____ *City/Zip* Lancaster 29720

Street Address _____ *Registered Voter yes* ✓ *no* ___

Tel. Number (home) _____ *(work)* _____ *(other)* _____

Email: scatledge@scottclarktoyota.com

Occupation Parts Manager *Place of employment* Scott Clark Toyota

Address 13052 Marie Garris Rd. Matthews NC *Normal working hours* 7 AM - 5:30 PM

(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 CTC District 3 *2nd choice* _____

3rd choice _____

Reason for interest

I would like to serve any way I can to give back to our community

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 a lifelong resident of Lancaster County and a 1997 graduate of Lancaster High School. I am currently in my 15th year as the Parts Department manager at Scott Clark Toyota. I feel like my past business management experience as well as the love for our County I could hopefully work with the team to make Lancaster County better.

Do you presently serve any State, County or Municipal Boards? No *If yes, list* _____

Have you ever served on a county board? No *If yes, list* _____

Additional pertinent information

Applicant's signature _____ *Date* 2-17-21

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

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson/Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Whether to appoint Cherie H. Ellis to the Keep Lancaster County Beautiful Board as one of the District 5 representatives. If appointed, she will be filling her 1st four year term which will expire on 06/30/2025.

Points to Consider:
Cherie Ellis' application is attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Approve or deny the appointment.

Recommendation:
Approve the appointment.

ATTACHMENTS:

Description	Upload Date	Type
Application from Cherie Ellis for the Keep Lancaster County Beautiful Board	2/25/2021	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Cherie H. Ellis *County Council District* 5

Mailing Address _____ *City/Zip* Heath Springs/29058

Street Address _____ *Registered Voter yes* X *no* ____

Tel. Number (home) _____ *(work)* _____ *(other)* _____

Email: ellisch@comporium.net

Occupation Staff Accountant *Place of employment* Neal's Accounting & Tax Service LLC

Address 302 A North Main Street Lancaster, SC 29720 *Normal working hours* 8 am - 5 pm

(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 Keep Lancaster County Beautiful Board *2nd choice* _____

3rd choice _____

Reason for interest I have a genuine concern about the amount of litter on our roadways and in other public places in Lancaster County. I believe that we need to search for solutions to this litter problem. There should be a program to bring awareness to citizens, community organizations, businesses, our youth and children as to the effects of litter in our community.I would like to be a part of researching and implementing solutions to this issue.

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 have lived in Lancaster County since the age of 3. Growing up, I was involved in several organizations that participated in community service activities. I am a former Girl Scout volunteer and staff member. One of my responsibilities as a staff member was to recruit and train volunteers to be successful leaders to girls participating in Girl Scouts. The type of leadership program that Girl Scouts provides includes service to the community and the sustainability of programs to contribute to change in the community. I am a graduate of Leadership Lancaster and continue to stay pretty well informed about our community.

Do you presently serve any State, County or Municipal Boards? No *If yes, list* _____

Have you ever served on a county board? No *If yes, list* _____

Additional pertinent information

Applicant's signature Cherie H. Ellis *Date* February 19, 2021

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 Paul Moses/Airport Manager
Department: Administration
Date Requested to be on Agenda: 3/8/2021

Issue for Consideration:
Acceptance of FAA grant under the Coronavirus Response and Relief Supplemental Appropriation Act, 2021 (CRRSA).

Points to Consider:
This grant will reimburse expenses at the Airport related to COVID expenses.

From the FAA: FAA will reimburse sponsors for operational expenses directly related to the airport incurred on or after January 20, 2020. Operational expenses are those expenses necessary to operate, maintain, and manage an airport. They include expenses such as payroll, utilities, service contracts, and items generally having a limited useful life, including personal protective equipment and cleaning supplies.

Funding and Liability Factors:
$13,000 for costs related to operations, personnel, cleaning, sanitation, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

We plan to make physical improvements at the Airport, such as physical barriers and HVAC disinfection, as well as looking at eligible expenses for reimbursement.

Council Options:
Approve or reject acceptance of the grant.

Recommendation:
Approve acceptance of the grant.

ATTACHMENTS:

Description	Upload Date	Type
FAA Grant Form	2/24/2021	Exhibit
FAA Grant FAQ Sheet	2/24/2021	Exhibit

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:	4. Applicant Identifier:
NA	LKR (Lancaster County-Mc Whirter Field) Lancaster, SC

*5b. Federal Entity Identifier:	*5b. Federal Award Identifier:
45-0034	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: County of Lancaster

*b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
57-6000370	08-686-6944

d. Address:

*Street 1: 101 N. Main Street
Street 2:
*City: LANCASTER
County/Parish:
*State: SC
Province:
*Country: USA: United States
*Zip / Postal Code 29720

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Paul
Middle Name:
*Last Name: Moses
Suffix:

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: 803-285-1513 Fax Number:

*Email: pmoses@lancastercountysc.net

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project**:

$13,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 5 *b. Program/Project: 5

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA *b. End Date: NA

18. Estimated Funding ($):

*a. Federal	$13,000.
*b. Applicant	$0
*c. State	$0
*d. Local	$0
*e. Other	$0
*f. Program Income	$0
*g. TOTAL	$13,000.

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Steve

Middle Name:

*Last Name: Willis

Suffix:

*Title: Administrator

*Telephone Number: 803-416-9300 | Fax Number:

* Email: swillis@lancastersc.net

*Signature of Authorized Representative: | *Date Signed:

Airport Coronavirus Response Grant Program Frequently Asked Questions

This document answers frequently asked questions (FAQs) stakeholders may have related to the approximately $2 billion in grants for airports under the Coronavirus Response and Relief Supplemental Appropriation Act, 2021 (CRRSA). The Federal Aviation Administration (FAA) has additional information for airport sponsors concerning COVID-19 available at www.faa.gov/airports. The guidance here is not legally binding in its own right and FAA will not rely on it as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations. In addition to these grants, FAA is administering approximately $10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. For information on CARES Act funding, please visit https://www.faa.gov/airports/cares_act/. For questions related to either the CARES or CRRSA programs, please email CARESAirports@faa.gov. This update adds new questions Q-GA17 and Q-CR8 through Q-CR15. This update makes substantial edits to questions Q-CR1, Q-CR2, Q-CR4, Q-CR5, and Q-CR7. This update also includes clarifying edits to questions Q4, Q-F1, Q-F2, Q-GA1, Q-GA2, Q-I1, Q-E1, QSB5, and Q-CR3. These FAQs will be updated periodically.

Subjects Addressed Below

GeneralQuestions..... 2
Questions of Allocation of Funds..... 4
Questions on Use of Funds..... 6
Questions on Grant Application and Agreement..... 10
Questions on Invoicing and Payments..... 13
Questions on Grant Closeout 16
Questions on Environmental Review..... 17
Questions on Administration under the State Block Grant Program..... 18
Questions on Funding for Airports in the FAA Contract Tower Program 20
Questions on Funding for Concession Relief..... 21
Questions on Workforce Retention..... 27

General Questions

Q1: How does the Coronavirus Response and Relief Supplemental Appropriation Act benefit airports and airport concessions?

A: On December 27, 2020, the President signed the Consolidated Appropriations Act, 2021. Division M of that Act is the Coronavirus Response and Relief Supplemental Appropriation Act, 2021 (CRRSA). Title IV of CRRSA provides approximately $2 billion in economic relief to airports to prevent, prepare for, and respond to the COVID-19 pandemic, including relief from rent and minimum annual guarantees (MAG) for eligible airport concessions at primary airports.

Q2: Where is this funding coming from?

A: The funds are coming directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 pandemic. FAA's Office of Airports will administer these grant funds to airport sponsors.

Q3: Who is eligible to receive funding under CRRSA?

A: CRRSA funds are available to most sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airport Systems (NPIAS).

A portion of the funds available under CRRSA is for the Small Community Air Service Development Program (SCASDP), which is administered by the Office of the Secretary of Transportation (OST). More information about SCASDP can be found at https://www.transportation.gov/policy/aviation-policy/small-community-rural-airservice/SCASDP.

Q4: Are any airport sponsors not eligible to receive funding under CRRSA?

A: CRRSA prohibits funding for any airport that was allocated more than four times its annual operating expenses under the CARES Act (Public Law 116-136). FAA used airports' reported fiscal year (FY) 2018 operating expenses to determine allocations. This prohibition affects 31 airports, and their respective CRRSA allocations will be zero when FAA announces award allocations.

Q5: What is the period of availability for FAA to obligate CRRSA funding?

A: Funds are available until September 30, 2021, and must be obligated by that date. FAA intends to award grants and obligate these funds on an expedited basis.

Q6: Are airport sponsors in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island eligible for the Airport Coronavirus Response Grant Program?

A: No. CRRSA states only sponsors of airports in categories defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island are not included in the NPIAS. While these airport sponsors may be eligible for some AIP discretionary funding, they are not eligible under CRRSA.

Q7: Are airports in U.S. territories eligible for the Airport Coronavirus Response Grant Program?

A: Yes. CRRSA states only sponsors of airports in categories defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in U.S. territories (American Samoa, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands, and Guam) are included in the NPIAS.

Q8: Can an airport sponsor use the Airport Coronavirus Response Grant Program funding and funding from other Federal programs to pay for expenses related to the COVID-19 pandemic?

A: A sponsor may use Airport Coronavirus Response Grant Program grants for airport operating expenses that arise due to the COVID-19 pandemic. FAA recognizes that several sources of COVID-19 relief funds may be available to airport sponsors. Airport sponsors may use other sources of funding consistent with the terms of those programs. However, an airport sponsor may not invoice under its grant for expenses that have been reimbursed under another program.

Questions on Allocation of Funds

Q-F1: How will this funding be allocated to airport sponsors?

A: CRRSA divides the $2 billion funding into four groups by formula that result in specific allocations to each eligible airport. The grants for these four groups are not discretionary. The four groups (not including SCASDP, which is administered by OST) are:

- Primary Commercial Service Airports and Certain Cargo Airports share not less than $1.75 billion based first on the statutory Airport Improvement Program (AIP) primary and cargo entitlement formulas. However, the $26- million limit under 49 U.S.C. 47114(c)(1)(C)(iii) and reduction for imposing passenger facility charges under 49 U.S.C. 47114(f) do not apply to these allocations. After allocating based on the statutory entitlement formulas, the remainder is then allocated based on the number of enplanements the airport had in the most recent calendar year of available enplanement data, which is calendar year (CY) 2019, as a percentage of total 2019 enplanements for all primary airports. Sponsors may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

- Non-Primary Commercial Service and General Aviation Airports share not less than $45 million (less the amount allocated for non-primary airports participating in the FAA Contract Tower Program) allocated based on the categories (National, Regional, Local, and Basic) published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand. Sponsors may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

- Non-Primary Airports Participating in the FAA Contract Tower Program share not less than $5 million of the $45 million available to non-primary airports. These funds are divided equally among eligible airports. Sponsors may use these funds to cover lawful expenses to support FAA contract tower operations. More information on the FAA Contract Tower Program is available at https://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/mission_support/faa_contract_tower_program/.

- Primary Commercial Service Airports share not less than $200 million allocated based on the number of enplanements the airport had in CY 2019 as a percentage of total CY 2019 enplanements for all primary airports. Sponsors may use these funds to provide relief from rent and minimum annual guarantees (MAG) to on-airport car rental, on-airport parking, and in-terminal airport concessions.

Q-F2: How will FAA handle unallocated funds remaining under the CARES Act?

A: There are some remaining funds under the CARES Act that FAA did not allocate. Additionally, a limited amount of allocated CARES Act funds were declined by eligible airport sponsors. CRRSA requires these funds to be allocated to primary airports based on the most recent calendar year of available data, which is CY 2019, as described in Q-F1. FAA intends to announce the final total of unallocated CARES Act funds and the re-allocation totals in the near future. FAA will work with airport sponsors to make these additional funds available for expenditure.

Q-F3: How did FAA use the NPIAS airport categorization to determine CRRSA allocations for non-primary airport sponsors?

A: Under CRRSA, not less than $45 million was allocated to non-primary airports based on the categories in the National Plan of Integrated Airport Systems (NPIAS) 2021- 2025, issued September 30, 2020, updated to reflect current status for FY 2021. FAA Order 5090.5, Formulation of the NPIAS and ACIP defines the criteria for each category or role.

Q-F4: Why do airports with a NPIAS category of Unclassified not receive an allocation under CRRSA?

A: CRRSA allocates funds for non-primary airports based on the percentage of the aggregate published eligible development costs for each category that is then divided evenly among eligible airports in each category. As documented in the NPIAS 2021- 2025, consistent with their role in the national airport system, unclassified airports have no development needs identified through 2025.

Q-F5: Do airport sponsors have to contribute a local match for the Airport Coronavirus Response Grant Program?

A: No. Grants under the Airport Coronavirus Response Grant Program are available at a 100% Federal share.

Q-F6: Will FY 2021 AIP or Supplemental Discretionary grants be made at a 100% share?

A: No. CRRSA did not provide funding to increase the Federal share on FY 2021 AIP or Supplemental Discretionary grants.

Questions on Use of Funds

Q-U1: How can an airport sponsor use Airport Coronavirus Response Grant Program funds?

A: An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Grant recipients should follow FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 79 Federal Register 66282 (79 FR 66282). The Revenue Use Policy document provides guidance regarding permitted and prohibited uses of airport revenue. In addition, while CRRSA limits the use of funds to certain stated eligible costs, it states that funds may not be used for any purpose not directly related to the airport. Grant recipients also should review the Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations for clarifying COVID-19 revenue use guidance.

Q-U2: Can Airport Coronavirus Response Grant Program funds be used to reimburse operational expenses?

A: Yes. FAA will reimburse sponsors for operational expenses directly related to the airport incurred on or after January 20, 2020. Operational expenses are those expenses necessary to operate, maintain, and manage an airport. They include expenses such as payroll, utilities, service contracts, and items generally having a limited useful life, including personal protective equipment and cleaning supplies.

Q-U3: Can Airport Coronavirus Response Grant Program funds be used to reimburse debt service payments?

A: Yes. FAA will reimburse sponsors for debt service payments directly related to the airport that are due on or after December 27, 2020, which is the date of enactment of CRRSA. Q-U4: Can Airport Coronavirus Response Grant Program funds be used to reimburse monthly payments into a debt service reserve fund? A: Yes. FAA will reimburse sponsors for monthly payments into a debt service reserve fund (also called a debt service sinking fund or similar name), which are directly related to the airport, that are due on or after December 27, 2020, which is the date of enactment of CRRSA. The airport sponsor must ensure that these payments are restricted to only debt service payments. The airport sponsor will submit a detailed invoice summary with its payment request. All documentation of the payment and disbursements must be retained for three years after the grant is closed as required by 2 CFR § 200.334.

Q-U5: Can Airport Coronavirus Response Grant Program funds be used for new airport development on the airport?

A: Yes. However, there are limitations on the type of development for which the funding can be used. Any development-related costs must be associated with combating the spread of pathogens at the airport. Examples of eligible development would be replacing or upgrading a

heating, ventilation, and air conditioning (HVAC) system; reconfiguring the terminal to accommodate increased social distancing; or reconfiguring terminal space or other facilities to accommodate health screening. A sponsor seeking to use the funds for new airport development or construction should contact its local Airports District Office or Airports Regional Office. That office will ensure that such development is consistent with requirements for airport development. The Airports District Office or Airports Regional Office also will assist the airport sponsor with executing a Development Addendum for its intended project.

Q-U6: Can Airport Coronavirus Response Grant Program funds be used to prepay long-term contracts (for example, shuttle-bus operators, janitorial services, security services, fire and police services)?

A: Yes, provided the prepayment is a bona fide transaction where the airport sponsor receives the benefit of the prepaid services and receives some value in exchange for committing in advance.

Q-U7: Can Airport Coronavirus Response Grant Program funds be deposited in the airport sponsor's general reserve account (or invest them for future use)?

A: No. FAA would not be able to ensure a potential future use is a use consistent with CRRSA requirements.

Q-U8: Is there a limit on using Airport Coronavirus Response Grant Program funds for operational expenses?

A: No. An airport sponsor may use all of its awarded funds for allowable airport operational expenses or debt service payments.

Q-U9: Can Airport Coronavirus Response Grant Program funds be used to reimburse for a cost associated with an aeronautical service or product provided by the airport sponsor?

A: Yes, in certain circumstances. Airport Coronavirus Response Grant Program funds are available to reimburse the costs associated with aeronautical products or services offered by the airport sponsor but only when the sponsor certifies it is the only provider of the same product or service at the airport. These services include aviation fuels, equipment, parts, supplies, and facilities for aircraft storage or maintenance. Costs associated with flight training or aviation training are not eligible for reimbursement.

Q-U10: Can Airport Coronavirus Response Grant Program funds be used to reimburse depreciation?

A: No. Depreciation is not an allowable expense under the Airport Coronavirus Response Grant Program. Although depreciation is an allowable operating expense by both the 2 CFR part 200 and the Revenue Use Policy, it does not impact cash flow because the cash or donation was considered at the acquisition of the asset, and the asset could have been financed by long-term debt, Federal grants, current funds, or donation.

Q-U11: Can the Airport Coronavirus Response Grant Program funds be used to reimburse charitable contributions or sponsorships?

A: No. Charitable contributions and sponsorships are not an allowable expense. All reimbursements made under the Airport Coronavirus Response Grant Program must comply with 2 CFR part 200, "Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards." Section 200.434, "Contributions and Donations" states that contributions and donations, including cash, property, and services, are unallowable.

Q-U12: Can Airport Coronavirus Response Grant Program funds be used to reimburse economic development efforts?

A: No. Under CRRSA, funds are available for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Economic development does not fall into these categories of eligible costs.

Q-U13: Can Airport Coronavirus Response Grant Program funds be used to reimburse smaller invoices for items such as groceries for snack rooms or meals for airport personnel?

A: As long as the purchases are for purposes eligible under CRRSA (as described in QU1) and comply with 2 CFR part 200, including the requirement to document the costs adequately, small purchases are eligible for reimbursement. However, it can be difficult to document that these items are directly related to airport use. Larger invoices directly related to airport use are easier to review and approve.

Q-U14: Can Airport Coronavirus Response Grant Program funds be used to reimburse debt service payments that are backed by an approved PFC and paid with PFC funds?

A: No. If PFC funds are available, the PFC funds must be used on any approved PFC project. Airport Coronavirus Response Grant Program funds are not available to be deposited into PFC accounts. In accordance with 14 CFR § 158.39, public agencies cannot hold excess PFC funds in reserve for a future use. In addition, the requirements of 14 CFR part 158 apply for any new projects or changes in scope to existing projects.

Q-U15: Can Airport Coronavirus Response Grant Program funds be used to reimburse debt service payments that are backed by an approved PFC?

A: Yes. The airport sponsor may supplement with other airport revenue and submit a request for payment under its grant. The invoice summary should show the amount of debt service paid with PFC collections and the amount paid with non-PFC funds. The airport sponsor can submit a request for payment under its grant at the same time it submits an amendment to an approved PFC, which decreases the total collection or deletes an approved project, to its local Airports District Office or Airports Regional Office.

Q-U16: Can Airport Coronavirus Response Grant Program funds be used to reimburse the defeasement of debt backed by an approved PFC?

A: Yes. The airport sponsor can defease the debt with non-PFC funds and submit a request for payment under its grant. However, the airport sponsor must amend its PFC approval, in accordance with the requirements of 14 CFR § 158.37, to reflect the change. A PFC amendment that decreases the total PFC revenue or deletes an approved project does not require airline consultation nor a public comment period. An airport sponsor can submit a request for payment under its grant at the same time it submits an amendment to an approved PFC to its local Airports District Office or Airports Regional Office.

Questions on Grant Application and Agreement

Q-GA1: Is a grant application required to receive the Airport Coronavirus Response Grant Program funds?

A: Yes. After Airport Coronavirus Response Grant Program awards are announced, FAA personnel will reach out to each airport sponsor to provide an opportunity to apply for grants. An airport sponsor may contact its Airports District Office or Airports Regional Office if it seeks specific guidance on its grant application.

Q-GA2: When will grant applications be available and how long after filing a complete application should an airport sponsor expect to receive a grant?

A: FAA will provide these applications to airport sponsors through the local Airports District Office or Airports Regional Office shortly after Airport Coronavirus Response Grant Program awards are announced. FAA anticipates providing a grant agreement for execution within days of receiving a complete application.

Q-GA3: Will FAA use a standard grant application form or one specifically designed for this program?

A: FAA will use the SF-424, Application for Federal Assistance.

Q-GA4: Is there a deadline for submitting an application for an Airport Coronavirus Response Grant Program grant?

A: Yes. The deadline to apply for a grant is June 30, 2021. After that date, FAA will reallocate any unobligated funds to primary airports based on CY 2019 enplanements as indicated under CRRSA. (See Q-F1)

Q-GA5: If an airport sponsor owns or operates multiple airports, may Airport Coronavirus Response Grant Program funds be pooled?

A: No. An airport sponsor will need to apply for a separate grant for each airport under its control.

Q-GA6: Is there a deadline by which funds must be used?

A: Yes. The budget period for the Airport Coronavirus Response Grant Program is four years. Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the grant only allowable costs incurred during the budget period.

Q-GA7: Will FAA use a standard AIP grant agreement or one specifically designed for the Airport Coronavirus Response Grant Program?

A: FAA will provide a simplified Grant Agreement shortly after it receives an application. This simplified agreement includes the requirements under CRRSA and makes funds immediately

available for expenses, other than airport development, including payroll, debt service, utility expenses, service contracts, and supplies.

Q-GA8: Does an Airport Coronavirus Response Grant Program grant agreement require an airport sponsor to obligate itself to the standard set of FAA Airport Sponsor Grant Assurances?

A: Generally, no. If an airport sponsor uses its grant for operational expenses or debt service payments, the standard FAA Airport Sponsor Grant Assurances do not apply. These grants remain subject to audit, reporting, records retention, and other requirements under 2 CFR part 200 like other Federal grant funding. Other Federal statutes may also apply, such as 49 U.S.C. 40103(e), which prohibits the grant of an exclusive right to conduct any type of aeronautical activity at an airport, and Title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color, or national origin. If an airport sponsor uses its grant for new airport development, additional requirements apply (see Q-U5). Additionally, grant funds may be used only for the capital and operating expense of the airport. Examples of expenditures that FAA has found to be allowable are provided in the FAA Revenue Use Policy, as clarified by Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations. CRRSA does not, however, void assurances made in prior grant agreements; therefore, a sponsor's pre-existing grant assurances and Federal obligations continue to apply.

Q-GA9: How long do the grant assurances remain in effect for an Airport Coronavirus Response Grant Program grant agreement?

A: The grant assurances remain in effect for four years from the date of acceptance of the grant offer, which is consistent with the budget period.

Q-GA10: How does an airport sponsor use Airport Coronavirus Response Grant Program funds for airport development?

A: Funding eligibility under CRRSA for airport development is limited (as discussed in Q-U5). However, an airport sponsor seeking to use its grant funds for eligible nearterm airport development may amend its initial Grant Agreement and execute a Development Addendum. This process ensures that a sponsor understands the additional reviews and requirements involved (as discussed in Q-U5). An airport sponsor should be able to complete airport development projects within the four-year budget period of its initial grant. An airport sponsor should not delay or forgo expenditure of grant funds for ongoing airport operational expenses and debt service payments, which are the primary purposes of funds under CRRSA.

Q-GA11: Should an airport sponsor request its full Airport Coronavirus Response Grant Program award amount even if it intends to use a portion of those funds for airport development?

A: Yes. An airport sponsor should include the full award amount in its grant application. All funds then would be available immediately for operational expenses or debt service payments. An

airport sponsor can later request a Development Addendum and use some of those funds for airport development.

Q-GA12: What information is required for a Development Addendum?

A: An airport sponsor seeking to use its grant funds for airport development should be prepared to provide its local Airports District Office or Airports Regional Office with the following information:

- Application form (Application for Federal Assistance, SF-424) for the proposed development project;
- A description of project;
- Estimated costs; and
- Timeline for completion.

An airport sponsor should also complete the following steps for the airport development project:

- Complete any standards, airspace, and environmental reviews or approvals including airport geometry assessments, if applicable;
- Complete any other approvals required for the development with the FAA and other agencies; • Ensure the proposed development is consistent with the approved Airport Layout Plan (ALP) and depicted on the ALP;
- Initiate safety-risk and construction phasing reviews, if applicable; and
- Bid the project to determine the amount to be amended from the initial Grant Agreement and added to the Development Addendum.

FAA recognizes that some proposed development projects have completed many or all of these steps, and those projects may be most suitable for a Development Addendum. Grant agreements for these proposed development projects will include additional requirements as described in Q-U5.

Q-GA13: Is a Development Addendum required for maintenance on existing airport facilities (e.g., a terminal building)?

A: Replacing components of a facility in-kind (dimension and material), in the same footprint, does not require a Development Addendum. Projects may include replacing roofing, carpet, or lighting. However, FAA would issue a Development Addendum if an existing facility is improved or expanded provided that project is eligible under CRRSA.

Q-GA14: Do prevailing wage requirements apply to contract expenses reimbursed with Airport Coronavirus Response Grant Program funds?

A: Grants under the Airport Coronavirus Response Grant Program are subject to the requirements of 49 U.S.C. 47112(b). Therefore, any contract for more than $2,000 involving labor for airport construction or repair, carried out under a Grant Agreement or Development Addendum, requires contractors to pay labor minimum wage rates as determined by the Secretary of Labor under 40 U.S.C. 3141–3144, 3146, and 3147.

Q-GA15: Does FAA's Buy American requirement apply to the Airport Coronavirus Response Grant Program?

A: Yes. Grants under the Airport Coronavirus Response Grant Program are subject to the requirements of 49 U.S.C. 50101, and grant agreements and addendums include Buy American requirements for all projects. The Buy American provision does not apply to operational expenses (as defined in Question Q-U2) and debt service payments.

Q-GA16: Are there annual financial reporting requirements associated with the Airport Coronavirus Response Grant Program?

A: Yes. In accordance with 2 CFR § 200.328, an airport sponsor must submit annually an SF-425, Federal Financial Report, for each open Grant Agreement or Development Addendum. This report is due by December 31 of each year. An airport sponsor with a Development Addendum must also submit annually an SF-271, Outlay Report and Request for Reimbursement for Construction Program by December 31 of each year.

Q-GA17: Are there any requirements related to mandating masks inside airports associated with the Airport Coronavirus Response Grant Program?

A: Yes. Under the Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, (Executive Order 13998) issued on January 21, 2021, the Secretary of Transportation must require masks to be worn in compliance with the CDC Order in airports, consistent with applicable law. To accomplish this requirement, and to achieve the legislative purposes of preventing and responding to coronavirus disease 2019 (COVID-19), each Airport Coronavirus Response Grant Program grant agreement will include a special condition that the airport sponsor implement a policy requiring all persons wear a mask, in accordance with the CDC Order and TSA Security Directive, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. The CDC and TSA requirements exempt certain categories of persons from the maskwearing mandate: a child under the age of two, a person with a disability who cannot wear or safely wear a mask because of the disability, or a person for whom wearing a mask would create a risk to workplace safety, health, or job duties. This special condition requires the airport sponsor continue to require masks until Executive Order 13998 is no longer effective. Failure to comply with this special condition may result in suspension of payments or termination of the grant, consistent with 2 CFR §§ 200.339 and 200.340.

Questions on Invoicing and Payments

Q-I1: How will an airport sponsor submit payment requests for Airport Coronavirus Response Grants for payment requests other than for concession relief?

A: FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. Payment processes for concession relief grants are discussed starting at Q-CR1, below. FAA will review payment requests manually. An airport sponsor may submit only a detailed invoice summary with its payment request. The invoice summary should include the:

- Grant Number
- Airport Name
- Airport City
- Airport Location Identifier
- Services Rendered Dates
- Invoice Paid Date
- Vendor Name
- Billed Amount
- Payment Request Amount
- Short summary of expenses billed, including, for example:
    - o Payroll
    - o Utilities (electric, water, phone)
    - o Service contracts (include type of work)
    - o Goods Purchase (include a list of all items purchased)
    - o Debt Service Payment (identify whether this is a semi-annual bond payment or monthly payment into a debt service reserve fund)
    - o Other (explanation of costs and how they are eligible and related to the airport)

The invoice summary should include enough detail to permit FAA to verify compliance with the FAA's Revenue Use Policy. Sponsors must be prepared to submit any invoices, upon request, during the review process as well as retain those invoices and other supporting documentation for three years after the grant is closed as required by 2 CFR § 200.334.

Q-I2: If, during review of a request for payment, FAA requires additional documentation to confirm the eligibility of a particular expense, what documentation could be requested?

A: Examples of underlying payment request documentation are:

- Invoices (demonstrating that the goods or services provided directly relate to the airport);
- Bills (demonstrating that the goods or services provided directly relate to the airport);
- Payroll reports from the payroll system of record;
- General ledger reports and subsidiary ledger reports for services provided by the sponsor;
- Current and approved indirect cost rate agreement; or
- Most recently approved local or statewide cost allocation plan.

Q-I3: Can an airport sponsor request 100 percent of the available Airport Coronavirus Response Grant Program funds and use the funds to pay expenses over the next several months?

A: No. An airport sponsor must submit payment requests for incurred expenses only. Requesting funds for reimbursement prior to incurring the invoiced expense is not consistent with the FAA's Payment Policy and will result in an improper payment that may have to be repaid.

Questions on Grant Closeout

Q-C1: What are the procedures for closing out an Airport Coronavirus Response Grant for non-development expenses?

A: An airport sponsor will submit a comprehensive narrative report via the U.S. Department of Transportation Delphi eInvoicing system. The narrative report will:

(a) summarize the non-development expenses covered under the grant and the associated amounts;

(b) certify all expenses were incurred in accordance with the FAA's Revenue Use Policy and 2 CFR part 200;

(c) certify that any equipment or services were procured in a manner consistent with the terms of the grant;

(d) certify that operational expenses were incurred on or after January 20, 2020;

(e) certify that debt service payments were due on or after December 27, 2020; and

(f) submit a completed Standard Form 425, Federal Financial Report.

Approval of the final payment request will follow a review of the airport sponsor's closeout report. A sample Airport Coronavirus Response Grant Program closeout report is available.

Q-C2: Will an airport sponsor be notified that its Airport Coronavirus Response Grant is closed?

A: An airport sponsor will receive a grant closeout letter from FAA stating the grant has been closed. After the grant is closed, it remains subject to audit. The airport sponsor must retain grant documentation for three years after the grant is closed as required by 2 CFR § 200.334.

Questions on Environmental Review

Q-E1: Are there any environmental review requirements associated with nonconstruction grants for airport operating expenses and debt service payments?

A: No. These types of grants have no potential to impact the environment and are not subject to NEPA review.

Q-E2: Are there any environmental review requirements associated with projects funded under a Development Addendum?

A: Yes. FAA will conduct environmental review as necessary consistent with the requirements of the Council on Environmental Quality (CEQ) regulations in 40 CFR parts 1500 through 1508 and the FAA's NEPA implementation procedures. An airport sponsor should contact its Airports District Office or Airports Regional Office to determine the appropriate scope and level of environmental analysis.

Questions on Administration under the State Block Grant Program

Q-SB1: What is the State Block Grant Program (SBGP)?

A: In 1987, Congress authorized FAA to use State block grants to provide AIP funds to airport sponsors. Through the State Block Grant Program (SBGP), FAA provides funds directly to States that participate in the program. In turn, SBGP participants fund and oversee AIP projects to non-primary commercial service, reliever, and general aviation airports. The program currently includes the following 10 States: Georgia, Illinois, Michigan, Missouri, New Hampshire, North Carolina, Pennsylvania, Tennessee, Texas, and Wisconsin.

Q-SB2: How will FAA Administer CRRSA funding for States participating in the SBGP?

A: The FAA Airport Improvement Program Branch (APP-520) will use its existing relationships with the States participating in the SBGP for administration of the Airport Coronavirus Response Grant Program. These participants have relationships with airport sponsors within their States and currently provide grant management and internal controls. Leveraging this infrastructure will facilitate efficient and expedient distribution of funds.

Q-SB3: Will FAA Regional and Airport District Offices remain the points-of-contact for the Airport Coronavirus Response Grant Program?

A: Yes. States participating in the SBGP should continue to work with their local Airports District Office or Airports Regional Office throughout implementation and administration.

Q-SB4: Do Airport Coronavirus Response Grant Program funding allocations work differently for the SBGP?

A: No. FAA will calculate each airport sponsor's allocation based on formulas in CRRSA. FAA will announce these award amounts along with all awards under the Airport Coronavirus Response Grant Program.

Q-SB5: How much CRRSA funding may States participating in the SBGP distribute?

A: CRRSA provides for specific allocations to each airport sponsor. FAA will aggregate the amounts announced for each airport sponsor into respective State awards.

Q-SB6: How may States participating in the SBGP allocate the Airport Coronavirus Response Grant Program funds?

A: States participating the SBGP must make sub-awards to each airport sponsor based on that sponsor's allocation under CRRSA. FAA expects States to make these subawards on an expedited basis, and for airport sponsors to spend funds quickly, to reduce the adverse impacts of the current pandemic. States must follow 2 CFR part 200 requirements for grant awards and sub-awards. Funds not expended within the four-year budget period are subject to recovery by FAA.

Q-SB7: What application and grant agreement will be used for sub-grants? A: States participating in the SBGP will use a streamlined application and grant agreement process similar to what FAA is using for all grants under the Airport Coronavirus Response Grant Program. FAA will provide States with template documents after these grants are announced. Q-SB8: What if my State legislature needs to approve the acceptance of CRRSA funding? A: FAA recommends that States participating in the SBGP use their usual State processes to approve, accept, and administer Federal funds.

Q-SB9: Can grants under the Airport Coronavirus Response Grant Program be subawarded to airport sponsors that had previously opted out of the SBGP?

A: No. States participating in the SBGP do not have to make sub-awards to airport sponsors that opted out in FY 2021 or do not participate in the SBGP. FAA will administer grants for those airport sponsors.

Q-SB10: What are the reporting requirements for the Airport Coronavirus Response Grant Program?

A: States participating in the SBGP will continue the current practice of providing subaward reporting information on grants to FAA upon request.

Q-SB11: Will grants under the Airport Coronavirus Response Grant Program require end-of-fiscal-year reporting like other AIP funding?

A: Yes. Airport Coronavirus Response Grant Program funds will be included in the Annual Report of Federal Funding at the end of FY 2021.

Q-SB12: How will payment requests be submitted for the Airport Coronavirus Response Grant Program?

A: FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. States participating in the SBGP will continue the current practice of retaining all underlying payment request documentation and complete records.

Q-SB13: Will FAA audit the Airport Coronavirus Response Grant Program administered by States participating in the SBGP?

A: Yes. FAA will include audits of grants under the Airport Coronavirus Response Grant Program in its annual audit process.

Q-SB14: What documentation is needed for SBGP Airport Coronavirus Response Grant Program drawdown requests?

A: States participating in the SBGP should provide the same documentation outlined in Q-I1 and Q-I2. States participating in the SBGP must ensure invoices contain only eligible items under CRRSA, as detailed throughout this document.

Questions on Funding for Airports in the FAA Contract Tower Program

Q-CT1: What is the FAA Contract Tower Program?

A: Contract towers are air traffic control towers that are staffed by employees of private companies rather than by FAA employees. The FAA Contract Tower (FCT) Program was established in 1982 to allow the agency to contract out the operation of certain towers. FAA admits airports into this program after an eligibility review. More information about the FCT Program is available at https://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/mission_support/faa_contract_tower_program/.

Q-CT2: How can airport sponsors that participate in the FAA Contract Tower Program use the funds they receive?

A: Under CRRSA, airport sponsors of non-primary airports that participate in the FAA Contract Tower Program may use these funds to cover any lawful costs associated with supporting their FAA contract tower operations (such as payroll, utilities, service contracts, and items generally having a limited useful life, including personal protective equipment and cleaning supplies).

Q- CT3: Can airport sponsors that participate in the FAA Contract Tower Program use other CRRSA funds for costs related to contract tower operations?

A: Yes. Airport sponsors may use other CRRSA funding to support contract tower operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens, and debt service payments. However, they cannot use the funding received specifically for contract towers for any other purpose.

Questions on Funding for Concession Relief

Q-CR1: How does an airport sponsor claim its allocation available to provide relief to airport concessions?

A: An airport sponsor seeking to use CRRSA funds to provide relief from rent and minimum annual guarantee (MAG) obligations to eligible airport concessions may apply for that allocation in an application for an Airport Coronavirus Response Grant Program grant agreement. FAA will transmit a concession relief grant application for each primary airport receiving Airport Coronavirus Response Grant Program grants. An airport sponsor wishing to decline its Airport Coronavirus Response Grant Program concession relief grant(s), should not submit application(s), but rather notify its ADO of its intent to decline.

Q-CR2: How do airport sponsors provide relief to airport concessions?

A: If an airport sponsor accepts its CRRSSA allocation for concession relief, the sponsor must provide relief from rent and MAG to on-airport car rental, on-airport parking, and in-terminal airport concessions (as defined in 49 CFR part 23) (collectively, "concessions"). CRRSA requires an airport sponsor taking a concession relief grant to provide such relief on a proportional basis, described at Q-CR15, until the sponsor has provided relief equaling the total allocation amount. The airport sponsor may retain up to 2 percent of the allocation amount for relief administration. Only relief associated with rent due for concession occupancy or commercial use after December 27, 2020 (the date of CRRSA was enacted) is eligible for grant payment.

Q-CR3: What if State laws, local laws, or applicable trust indentures prohibit an airport sponsor from providing relief from rent and MAG to airport concessions?

A: If an airport sponsor is prohibited from providing relief from rent and MAG, it should decline the allocated funds before executing an Airport Coronavirus Response Grant Program concession relief grant agreement.

Q-CR4: How does an airport sponsor allocate concession relief funds among its concessions?

A: An airport sponsor must provide this relief to each airport concession in an amount that reflects each eligible airport concession's proportional share of the total amount of rent and MAG of all eligible airport concessions at the airport. This is a set of ratios of each eligible concession's contribution to the total amount of rent and MAG income remitted to the airport by all members of the eligible population of remitting concessions. An airport sponsor must account for proportionality on 100% of the grant allocation, but it may reserve up to 2% of the allocation to administer the relief. An airport sponsor does not have to demonstrate proportionality for grant relief provided beyond 100% of the grant allocation. Eligible concessions must be subject to a valid agreement to remit rent or MAG at the specific airport after December 27, 2020, and remain a going concern (an entity that is either providing minimum acceptable services, or is otherwise ready, able and available to provide ongoing minimum acceptable services as agreed to with the

sponsor). Guidance on planning each airport's associated concession relief grant payment request is provided at QCR15, below.

Q-CR5: Are there other requirements for an airport sponsor providing relief to its concessions?

A: Airport sponsors must prioritize relief from rent and MAG to minority-owned businesses to the extent permissible under CRRSA. Prioritization should include timely, individual consultation with each Airport Concession Disadvantaged Business Enterprise (ACDBE), and reasonable consideration with regard to timing or structure of prorated relief. Consultation with ACDBEs should reach the airport minorityowned businesses.

Q-CR6: Can an airport sponsor recover its administrative expenses for providing rent or MAG relief to airport concessions?

A: Yes. An airport sponsor may retain up to 2 percent of its allocation for relief administration.

Q-CR7: Are there requirements for an airport concession to obtain rent or MAG relief from an airport sponsor?

A: Yes. An airport concession must certify to the airport sponsor that it has not received a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or MAG. Additionally, an airport concession receiving relief from an airport sponsor may not apply for a covered loan under 15 U.S.C. 636(a)(37). Airport sponsors should collect these certifications and retain them for their records in the same manner that they retain invoices associated with its general Airport Coronavirus Response Grants.

Q-CR8: Can an airport sponsor mix its Airport Coronavirus Response Grant Program allocations across its primary airports receiving a concession relief allocation?

A: No. Each airport sponsor receiving Airport Coronavirus Response Grant Program allocations for concession relief must use such funds designated for concession relief at each primary airport in a manner consistent with the conditions and requirements of CRRSA.

Q-CR9: Can an airport sponsor mix its Airport Coronavirus Response Grant concession relief allocation with its general Airport Coronavirus Response Grant allocation?

A: No. Each airport sponsor receiving Airport Coronavirus Response Grant Program allocations for concession relief must use such funds to forgive rent from concessions and may retain up to 2 percent for relief administration. Conversely, it must submit costs for reimbursement from its Airport Coronavirus Response Grant general allocation.

Q-CR10: How can an airport sponsor determine a base-line time period upon which to calculate proportionality for rent relief amongst eligible concessions?

A: Once an airport sponsor has determined its population of eligible concessions, it should calculate each concession's appropriate proportional share, using an appropriate base-line time period. The base-line time period should be relevant to the expected duration of relief to be provided, but in no case should the base-line time period be after the 1st quarter of 2020.

Q-CR11: Can an airport sponsor apply some adjustments to its proration of rent relief due to special circumstances?

A: Yes. There are certain circumstances justifying adjustments to the rent relief proration. For example, these include:

- Only concessions paying rent at each airport for occupancy or commercialservice activity after December 27, 2020 can receive CRRSA relief. As such, a concession that is no longer a going concern at the airport should not be included in the proration calculation, or in the total rent income base-line, unless a new entity has replaced a departed entity with a similar location and activity.
- If a current concession operating and paying rent at the airport replaced a concession operating in the base-line time period, in a like manner, the relief proportion should be applied to the new concession.
- If a current concession operating and paying rent at the airport replaced a concession operating in the base-line time period, in a like manner, but with differing lease rates or square footage, the sponsor may make reasonable adjustments to its proportional ratios to reflect the difference.
- If a concession is replaced in a similar location, but as different service or on significantly differing business terms, the sponsor should explain reasonable adjustments it makes for such circumstances when requesting reimbursement. Sponsors should make short comments relevant to simple adjustments per the examples above. More complex adjustments for multi-factor circumstances, such as change in tenant, and change in rate and change in use-type, etc., may require more explanation. See Q-CR 15 for examples of a reimbursement request comments.

Q-CR12: Can an airport sponsor apply some requirements upon concessions, and accept Airport Coronavirus Response Grant Program grants for concession relief?

A: Yes. Sponsors may include some valuable considerations in exchange for rent relief, even if that rent relief is to be funded by Airport Coronavirus Response Grant Program concession relief grants, provided these considerations are equitably applied to all concessions at the airport. For example:

- Sponsors may require certifications that each eligible concession remains a going concern and be fully ready, able and available to provide relevant services, regardless of operating levels of service.
- Sponsors may include phased re-opening schedules and expect cooperation with regard to varying levels of service during periods of changing demand.

- Sponsors may provide rent relief to a concession that is in arrears for rent, if the concession is providing minimum acceptable services, or demonstrating that it is ready, able and available to provide minimum acceptable services, and the airport sponsor elects to provide forbearance. Sponsors should not request concession relief reimbursement for concessions that are not a going concern. Sponsors should not impose or induce lease terms unrelated to those valuable and necessary considerations to enhance coordination of operations during the pandemic and recovery. Sponsors should not compel new lease agreements, or extensions to leases beyond the duration of occupancy correlated to the amount of rent relief provided.

Q-CR13: Can an airport sponsor receive Airport Coronavirus Grant Program grant payment to cover concession rent relief that it decided to provide before December 27, 2020?

A: Yes, but only to the extent that such relief covers forgiven payments of rent or MAG for periods of occupancy and/or commercial-use after December 27, 2020, and only to the extent that the relief among concessions at each airport is proportional.

Q-CR14: Should an airport sponsor consult with its concession stakeholders on its relief program?

A: Yes, the sponsor should consult with its concession community, generally, to gather suggestions, and preview its plan. In addition, it should conduct one-on-one consultation with ACDBEs. The sponsor cannot alter proportionality of relief provided, but may adjust timing or format of relief.

Q-CR15: How can an airport sponsor plan its concession relief program in order to hasten FAA's approval of Airport Coronavirus Response Grant Relief concession relief grant payments?

A: FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for concession relief payment requests. FAA will review payment requests manually. Sponsors should identify ACDBE concessions, and identify a one-on-one consultation date, and the kind of consideration granted to each, if any. A payment request should include the information shown in the example below, including the administration fee retained by the sponsor, not to exceed 2% of the allocation. DFC International Airport Concession Name1 Rent income2 to airport in base-line time period Percent share3 of total base-line rent income Rent relief5 provided for occupancy after Dec. 27, 2020 Date of ACDBE4 1-on-1 Consult Comments or special circumstances, provisions, etc. Mom's Parking $300,000 30% $2,940 N/A Uncle's Cafe $150,000 15% $1,470 Jan. 7 All relief in Jan. 2021 Niece's Shoeshine $50,000 5% $490 N/A Aunt's News $100,000 10% $980 N/A Replaced Dad's Pet Groomers** Brother's Rental Car $400,000 40% $3,920 N/A Replaced Sister's Rental Car Admin. Fee (up to 2%) - - $200 - TOTAL $1,000,000 100% $10,000 Base-line time period:6 1 st Q 2020, or Jan/Feb 2020 or CY 2019. Date(s) of general consultation with eligible concessions on the relief program for each airport. January 28, 2021 Airport Authority consulted with the DFCIA Concessions group. ** Dad's Pet Groomers failed.

Aunt’s News reconfigured leasehold in a portion of its space, see attached explanation of proportionality calculation. 1. Eligible Concession subject to rent for occupancy or commercial operations after Dec. 27, 2020. 2. Share of rent income and total airport income from eligible concessions from base-line time period. 3. Resulting proportional share for each eligible concession. 4. Identifies ACDBEs and date of one-on-one consultation. 5. Resulting dollar-amount of actual rent relief provided for occupancy after Dec. 27, 2020. 6. Base-line time period used to determine proportionality.

Questions on Workforce Retention

Q-WF1: Are there specific workforce retention requirements for accepting Airport Coronavirus Response Grant Program funds?

A: Yes. A sponsor of a small, medium, or large hub airport must continue to employ, through February 15, 2021, at least 90% of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) as of March 27, 2020. This requirement is an extension of the workforce retention requirement under the CARES Act. Airport sponsors must certify compliance with the CARES Act and CRRSA workforce retention requirements at the time of grant execution. The workforce retention requirement does not apply to non-hub or non-primary airports.

Q-WF2: When do small, medium, and large hub airport sponsors report their respective compliance with the employee retention requirement?

A: Provided an airport sponsor is current with its workforce retention reporting under the CARES Act, it must report only employment totals as of February 15, 2021, by no later than March 1, 2021.

Q-WF3: Where should CRRSA workforce retention reports be submitted?

A: CRRSA workforce retention reports should be submitted to CARESAirports@faa.gov. Please include "Workforce Retention Report" and your airport's city, State, and airport location identifier in the email subject line.

Q-WF4: What information must be included in a workforce retention report and certification?

A: That report and certification should include the number of full-time equivalent (FTE) employees working at the airport as of March 27, 2020, as the baseline comparison. Airport sponsors do not need to count contractors providing services other than airport management, tenants, or concessionaires. Airport sponsors may make adjustments for employees who perform duties at both the airport and other facilities operated by the airport sponsor. Airport sponsors also may make adjustments for retirements or voluntary employee separations when calculating the workforce retention percentage. If an airport sponsor has unique circumstances (such as using seasonal employees or contractors for airport management or operations), it should report that information in as much detail as possible in the initial report so any subsequent retention reporting can be substantiated.

Q-WF5: What format is required for CRRSA workforce retention reports?

A: There is no particular format for reporting baseline and quarterly workforce retention counts. Airport sponsor personnel with appropriate knowledge or authority, such as the human resources director, chief financial officer, or payroll officer should validate the information.

Q-WF6: Are payroll records or any other documentation required for workforce retention reports?

A: Airport sponsors do not need to submit payroll records. However, airport sponsors must retain all supporting documentation for three years after the grant is closed as required by 2 CFR § 200.334.

Q-WF7: Are waivers from the CRRSA workforce retention requirement available?

A: The Secretary of Transportation may waive the workforce retention requirement if the Secretary determines that the sponsor is experiencing economic hardship as a direct result of the requirement, or that the requirement reduces aviation safety or security. To request a waiver of the CRRSA workforce retention requirement, an airport sponsor should send a waiver request to CARESAirports@faa.gov no less than 30 days before the quarterly report due date. The waiver request should come from a person authorized to sign AIP grants and include how the workforce retention requirement causes a direct economic hardship on the airport or reduces aviation safety or security. The airport sponsor should include any additional documentation that supports its request. FAA will respond expeditiously.

Q-WF8: What are the consequences for failing to meet workforce retention reporting requirements?

A: If a sponsor of a small, medium, or large hub airport does not meet the workforce retention reporting requirements under either the CARES Act or CRRSA, reimbursements for grants under the Airport Coronavirus Response Grant Program may be suspended. FAA will continue to work with the sponsor to meet these reporting requirements, but continued non-compliance may result in termination of the grant and recovery of reimbursements.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1707 / Planning Case Number: RZ-2020-2745 - HELD
Contact Person / Sponsor: Ashley Davis / Planning
Department: Planning
Date Requested to be on Agenda: 3/8/2021

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

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: 3/8/2021

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: 3/8/2021

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.