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 Administrator
Dennis Marstall

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

December 13, 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

AMENDED AGENDA

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

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

   [Lancaster County Council welcomes comments and input from citizens who may not be able to attend Council meetings in person. Written 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 November 22, 2021 County Council Regular Meeting

   b. 3rd Reading of Ordinance 2021-1780 regarding Rezoning Property Located at 1535 Jordan Street, Lancaster, SC, From INS to MDR (Applicant Noel Andrade)

   Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone .65 Acres Of Property (TMS# 0082M-0N-003.00), Located At 1535 Jordan Street, Lancaster, South

Carolina, From INS, Institutional District, To MDR, Medium Density Residential District. ***- Planning Department Case Number: RZ-2021-1951. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the request. Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - Rox Burhans***

c. 3rd Reading of Ordinance 2021-1782 regarding Amending the Unified Development Ordinance (UDO) relating to Halfway Homes (Applicant His Perfect Love Ministries)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 5.2.5., Halfway Homes, To Increase The Maximum Number Of Residents. ***- Planning Department Case Number: UDO-TA-2021-2121. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the text amendment. Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - Rox Burhans***

d. 3rd Reading of Ordinance 2021-1783 regarding Amending the Unified Development Ordinance (UDO) relating to the Highway Corridor Overlay District (Applicant Lancaster County)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 4.3.2., Highway Corridor Overlay District (HCO); To Amend The Building Placement Requirement Relative To Front Setback. ***- Planning Department Case Number: UDO-TA-2021-2251. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the text amendment. Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - Rox Burhans***

8. Non-Consent Agenda

a. Resolution 1171-R2021 regarding Approval and Authorization of an Intergovernmental Agreement Between Lancaster County and the Lancaster County School District regarding Impact Fees

Resolution Title: A Resolution Approving And Authorizing An Intergovernmental Agreement Between Lancaster County And The Lancaster County School District For Collection And Administration Of Public Education Facilities Impact Fees Pursuant To Ordinance 2021-1705, The Lancaster County Impact Fee Procedures Ordinance, And Ordinance 2021-1761, The School Development Impact Fee Ordinance ***- John DuBose***

b. 1st Reading of Ordinance 2021-1791 regarding Amending Ordinance 2021-1761 by Substituting A Corrective Map for the School Development Impact Fee

Ordinance Title: An Ordinance To Amend Ordinance 2021-1761 By Substitution Of A Corrective Map That Accurately Reflects The School Development Impact Fee Collection Area And By Inclusion Of An Updated And Corrected School Development Impact Fee Study And Capital Improvement Plan. ***- John DuBose***

c. Resolution 1172-R2021 regarding Approval of Acceptance of a Donated Pacel of Property from Bailes Investment Associates, LLC

Resolution Title: A Resolution Approving Acceptance Of A Donated 1.15 Acre Parcel Of Property (A Portion Of Tax Map Number 0007-00-025.00) From Bailes Investment Associates, LLC, For Park Use By Lancaster County ***- John DuBose***

d. Resolution 1185-R2021 Regarding Authorization of American Rescus Plan Act (ARPA) Funding for HVAC Replacement and Sheriff's Office Improvements

Resolution Title: A Resolution To Authorize The Use Of ARPA Funding For Specific Improvements To Certain County Owned And Operated Facilities In Accordance With The Interim Final Rule From Treasury For The American Rescue Plan. ***- Dennis Marstall/Kim Belk***

e. Resolution 1186-R2021 regarding Approval of the Designation by Remac Corporation D/B/A McClancy Seasoning Company to Add McClancy Foods & Flavors LLC and McClancy Holdings LLC as a Sponsor Affiliate Under Their Fee Agreement

Resolution Title: A Resolution To Approve The Designation By Remac Corporation D/B/A

McClancy Seasoning Company, NBI Investments II, LLC, And NBI Investments III, LLC, Of McClancy Foods & Flavors LLC, And McClancy Holdings LLC, Each As A Sponsor Affiliate Under That Certain Fee Agreement By And Among Lancaster County, South Carolina, And Remac Corporation D/B/A McClancy Seasoning Company, NBI Investments II, LLC, And NBI Investments, III, LLC, All As Sponsors, Dated As Of June 8, 2020. ***- Jamie Gilbert***

f. Public Hearing and 3rd Reading of Ordinance 2021-1767 regarding Bowers Fibers Special Source Revenue Credit (SSRC) Ordinance

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Bowers Fibers, Inc., Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - Jamie Gilbert***

g. Public Hearing and 3rd Reading of Ordinance 2021-1770 regarding the Establishment of the Van Wyck Fire Protection District

Ordinance Title: An Ordinance To Establish The Van Wyck Fire Protection District; To Provide Funding For The District Through The Imposition Of Rates And Charges; To Empower The County Council To Issue General Obligation Bonds Of The County For The District; And To Provide For The Administration Of The District. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - John DuBose***

h. Public Hearing and 3rd Reading of Ordinance 2021-1778 regarding Amending the Amended and Restated Master Multi-County Park Agreement between Chesterfield County and Lancaster County

Ordinance Title: An Ordinance To Amend The Amended And Restated Master Multi-County Park Agreement Between Chesterfield County, South Carolina And Lancaster County, South Carolina, As Amended And Restated As Of November 9, 2015, Exhibits Updated Through December 14, 2020, So As To Further Update The Exhibits By Adding Property Located In Lancaster County (Accutrex Products, Inc.; Bowers Fibers, Inc.; VI Real Estate, Inc. - VOCO America, Inc.). ***- Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - John DuBose***

i. Public Hearing and 3rd Reading of Ordinance 2021-1779 regarding Authorization and Approval of the Termination of the Agreement for the Development of a Joint Industrial and Business Park for Accutrex Products, Inc. Precision Parts Division

Ordinance Title: An Ordinance To Authorize And Approve The Termination Of The Agreement For The Development Of A Joint Industrial And Business Park (Accutrex Products, Inc. Precision Parts Division), By And Between Lancaster County And Chesterfield County. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - John DuBose***

j. 3rd Reading of Ordinance 2021-1787 regarding Approval of an Agreement for Partial Reimbursement of Costs Related to the Construction of a Roundabout at Henry Harris Road and Shelly Mullis Road

Ordinance Title: An Ordinance To Approve An Agreement For Partial Reimbursement Of Costs Related To The Construction Of A Roundabout At Henry Harris Road And Shelly Mullis Road And To Provide For Matters Related Thereto. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - John DuBose***

k. Public Hearing and 2nd Reading of Ordinance 2021-1788 regarding Approval of Easement Grants to the City of Lancaster for the Lancaster Air Rail Park

Ordinance Title: An Ordinance To Approve Easement Grants To The City Of Lancaster Upon Real Property Owned By Lancaster County Bearing Tax Parcel Number 0066-00-040.00 And To Authorize County Officials To Take Such Actions As Are Necessary To Effectuate The Grant Of The Easements And To Effectuate The Purposes Of This Ordinance. ***- Passed 6-0 at the***

November 22, 2021 County Council Meeting (Terry Graham Absent). - John DuBose

l. 2nd Reading of Ordinance 2021-1781 regarding Rezoning Property Located at 9923 Southwinds Drive, Fort Mill, SC, from MDR to MH (Applicant Edgar Granados)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 1.5 Acres Of Property (TMS# 0006N-0B-035.00), Located At 9923 Southwinds Drive, Fort Mill, South Carolina, From MDR, Medium Density Residential District, To MH, Manufactured Home District. ***- Planning Department Case Number: RZ-2021-2015. The Planning Commission recommended approval by a vote of 4-2; however, Planning staff recommended denial of the request. At the November 8, 2021 County Council Meeting, the Public Hearing was held and the 1st Reading Failed by a vote of 2-5 (Allen Blackmon, Brian Carnes, Terry Graham, Charlene McGriff and Billy Mosteller Opposed). At the November 22, 2021 County Council Meeting, a Motion to Reconsider and the 1st Reading Passed by a vote of 5-1 (Billy Mosteller Opposed). - Rox Burhans***

m. Public Hearing and 1st Reading of Ordinance 2021-1768 regarding Rezoning Property Located at 327 Monroe Highway from LDR to GB (Applicants William and Blanca Cox)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.07 Acre Parcel Of Property (TMS# 0061P-0D-003.00), Located At 327 Monroe Highway, Lancaster, South Carolina, From LDR, Low Density Residential District, To GB, General Business District.***- Planning Department Case Number: RZ-2021-2327. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the rezoning. - Rox Burhans***

n. Public Hearing and 1st Reading of Ordinance 2021-1789 regarding Rezoning 9.6 Acres of Property Located On Charlotte Highway from LDR and NB to RB (Applicant Panhandle Partners)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 9.6 Acres Of Property (TMS# 0016-00-047.00), Located On Charlotte Highway, Lancaster, South Carolina, From LDR, Low Density Residential, And NB, Neighborhood Business Districts, To RB, Regional Business District. ***- Planning Department Case Number: RZ-2021-1921. The Planning Commission recommended denial by a vote of 4-1 and staff recommended denial of the rezoning. - Rox Burhans***

o. Public Hearing and 1st Reading of Ordinance 2021-1769 regarding Approval of a Development Agreement with Arbor Construction, LLC

Ordinance Title: An Ordinance To Approve A Development Agreement With Arbor Construction, LLC, In Connection With A Major Subdivision Preliminary Plat SD-2021-0528, Which Proposes A 92-Lot Single-Family Cluster Subdivision Overlay District (CSO) Development, Establishing The Regulations For The Development Of The Property, And Other Matters Related Thereto. ***- Planning Department Case Number: DA-2021-0528. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the project. - Rox Burhans***

p. 1st Reading of Ordinance 2021-1790 regarding Termination of a Public Safety or Fire Protection Charge in the Preserve at Tree Tops Effective Upon the Imposition of Charges in the Van Wyck Fire Protection District

Ordinance Title: An Ordinance To Terminate The Imposition And Collection Of A Public Safety Or Fire Protection Rate Or Charge In The Preserve At Tree Top Development Effective Upon The Imposition And Collection Of Rates And Charges In The Van Wyck Fire Protection District. ***- John DuBose***

q. Resolution 1184-R2021 regarding Amending Nutramax Laboratories' 2018 Fee Agreement

Resolution Title: A Resolution To Approve The Designation By Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, And Nutramax Land Holdings, Inc., All As Sponsor, Of Airmax, LLC (D/B/A Airmax SC, LLC), As A Sponsor Affiliate Under That Certain Fee Agreement Dated As Of November 26, 2018; To Approve An Extension Of The Investment Period As

Set Forth In That Certain Fee Agreement Dated As Of November 26, 2018; And To Consent To The Inclusion Of Aircraft As Part Of The Project Covered By That Certain Fee Agreement Dated As Of November 26, 2018. ***- Jamie Gilbert***

r. 1st Reading of Ordinance 2021-1792 regarding a First Amendment to Nutramax Laboratories' 2018 Fee Agreement

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A First Amendment To The Fee Agreement By And Among Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, And Nutramax Land Holdings, Inc., And Lancaster County, South Carolina, Dated As Of November 26, 2018 ***- Jamie Gilbert***

9. Discussion and Action Items

a. Approval of Appointment to the Fire Commission

- Landon Hood to the Fire Commission as the Van Wyck Fire District representative to fill an unexpired term that would end on 06/30/2023

b. Lancaster County EMS GIA Grant - Dennis Marstall/Clay Catoe

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

a. HELD - Public Hearing and 3rd Reading of Ordinance 2021-1785 regarding Project Arrowhead Existing FILOT Assignment Ordinance and Amendment

Ordinance Title: An Ordinance To Consent To An Assignment Of Interests Under An Existing Fee In Lieu Of Tax And Incentive Agreement To [Project Arrowhead]; And To Authorize The Execution And Delivery Of A First Amendment To Such Existing Fee In Lieu Of Tax And Incentive Agreement, So As To, Among Other Things, Extend Its Term. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - Jamie Gilbert***

b. HELD - Public Hearing and 3rd Reading of Ordinance 2021-1786 regarding Project Arrowhead FILOT and SSRC for New Investment

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Lancaster County And [Project Arrowhead] Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - Jamie Gilbert***

c. HELD - Public Hearing and 2nd Reading of Ordinance 2021-1784 regarding Approval and Adoption of a Redistricting Plan

Ordinance Title: An Ordinance To Approve And Adopt A Redistricting Plan For The Election Districts Used To Elect Members Of County Council; To Authorize The County Administrator And Other County Officials To Take Any Necessary Actions To Effectuate The Purposes Of This Ordinance; And To Adopt Other Matters Related Thereto. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. - John DuBose/Redistricting Study Committee Chair Brian Carnes***

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. ***One Economic Development Discussion: Project Alpine 2. SC Code 30-4-70(a)(5).***

2. ***Receipt of Legal Advice concerning Possible Settlement of a Legal Claim. SC Code 30-4-70(a)(2).***

14. <u>Adjournment</u>

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

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

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson / Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 12/13/2021

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

Points to Consider:
The draft minutes from the November 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 11-22-2021 County Council Regular Meeting	12/8/2021	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

County Administrator
Dennis Marstall

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

November 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, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller.

Council Members absent: Terry Graham.

Staff Members/Others present: Dennis Marstall, County Administrator; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; Rox Burhans, Development Services Director; Jamie Gilbert, Economic Development Director; Kim Belk, Budget Director; Clay Catoe, EMS Director; Sheriff Barry Faile, Lancaster County Sheriff's Office; various Department Heads; various staff; the press; and citizens.

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

Call to Order Regular Meeting - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the Council meeting.

Pledge of Allegiance and Invocation - Council Member Larry Honeycutt

Larry Honeycutt 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 Allen Blackmon.

Brian Carnes moved to reconsider Ordinance 2021-1781. Seconded by Allen Blackmon. A twelve page handout consisting of the proposed 1st Reading of Ordinance 2021-1781, the Agenda Item Summary, the Planning Staff Report, the application and the zoning map, all from the November 8, 2021 Agenda packet, was provided to Council at their seats and that handout is attached as Schedule A to the written minutes in the Clerk to Council's office. Steve Harper explained that the 1st Reading of Ordinance 2021-1781 would be added to the agenda as Item **9d.** for reconsideration at the next meeting. The motion to reconsider Passed 6-0.; Absent: Graham.

The motion to approve the agenda as amended Passed 6-0.; Absent: Graham

Brian Carnes moved to amend the agenda to remove both of the Item **14 Executive Session** items. Seconded by Allen Blackmon. The motion to amend Passed 6-0.; Absent: Graham.

The motion to approve the agenda as amended Passed 6-0.; Absent: Graham

Special Presentations

Clay Catoe, EMS Director, recognized Nutramax for providing the Lancaster County Sheriff's Office K-9 Team K-9 Tourniquet's and IFAK Handler Kits. He noted that they purchased seven tourniquets for the officers and four tourniquets for the K-9 animals themselves.

Executive Session

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

1. ***Receipt of Legal Advice concerning Redistricting. SC Code 30-4-70(a)(2).***

Brian Carnes moved to go into Executive Session. Seconded by Billy Mosteller. Motion Passed 6-0.; Absent: Graham. At approximately 6:10 p.m., Council went into Executive Session to discuss the following item: (1) receipt of legal advice concerning Redistricting, pursuant to SC Code 30-4-70(a)(2).

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 6:33 p.m. Allen Blackmon moved to come out of Executive Session. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Graham.

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council received legal advice concerning Redistricting. He also noted that, during Executive Session, no votes were taken and no decisions were made.

Citizens Comments

The following citizens signed up for and spoke during Citizens Comments:

1. Edgar Granados, Indian Land, SC, spoke in regards to rezoning project RZ-2021-2015/Ordinance 2021-1781.
2. Ben Levine, Indian Land, SC, spoke in support of reconsideration of rezoning project RZ-2021-2015/Ordinance 2021-1781.

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

DRAFT

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item **7a.**, **7b.**, **7c.**, **7d.**, **7e.**, **7f.**, **7g.**, **7h.**, **7i.** and **7j.** [as listed in the Agenda package, which are the same as Item **a.**, Item **b.**, Item **c.**, Item **d.**, Item **e.**, Item **f.**, Item **g.**, Item **h.**, Item **i.** and Item **j.** listed below]. Seconded by Larry Honeycutt. John DuBose noted, for the record, that the items on the Consent Agenda were actually listed as **8a.** through **8j.** in the agenda packet. Motion Passed 6-0.; Absent: Graham

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

b. **Approval of Minutes from the November 10, 2021 County Council Committee Of The Whole Meeting**

c. **2nd Reading of Ordinance 2021-1767 regarding Bowers Fibers Special Source Revenue Credit (SSRC) Ordinance**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Bowers Fibers, Inc., Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

d. **2nd Reading of Ordinance 2021-1778 regarding Amending the Amended and Restated Master Multi-County Park Agreement between Chesterfield County and Lancaster County**

Ordinance Title: An Ordinance To Amend The Amended And Restated Master Multi-County Park Agreement Between Chesterfield County, South Carolina And Lancaster County, South Carolina, As Amended And Restated As Of November 9, 2015, Exhibits Updated Through December 14, 2020, So As To Further Update The Exhibits By Adding Property Located In Lancaster County (Accutrex Products, Inc.; Bowers Fibers, Inc.; VI Real Estate, Inc. - VOCO America, Inc.).

DRAFT

e. **2nd Reading of Ordinance 2021-1779 regarding Authorization and Approval of the Termination of the Agreement for the Development of a Joint Industrial and Business Park for Accutrex Products, Inc. Precision Parts Division**

Ordinance Title: An Ordinance To Authorize And Approve The Termination Of The Agreement For The Development Of A Joint Industrial And Business Park (Accutrex Products, Inc. Precision Parts Division), By And Between Lancaster County And Chesterfield County.

f. **2nd Reading of Ordinance 2021-1780 regarding Rezoning Property Located at 1535 Jordan Street, Lancaster, SC, From INS to MDR (Applicant Noel Andrade)**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone .65 Acres Of Property (TMS# 0082M-0N-003.00), Located At 1535 Jordan Street, Lancaster, South Carolina, From INS, Institutional District, To MDR, Medium Density Residential District. - ***Planning Department Case Number: RZ-2021-1951.***

g. **2nd Reading of Ordinance 2021-1782 regarding Amending the Unified Development Ordinance (UDO) relating to Halfway Homes (Applicant His Perfect Love Ministries)**

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 5.2.5., Halfway Homes, To Increase The Maximum Number Of Residents. - ***Planning Department Case Number: UDO-TA-2021-2121.***

h. **2nd Reading of Ordinance 2021-1783 regarding Amending the Unified Development Ordinance (UDO) relating to the Highway Corridor Overlay District (Applicant Lancaster County)**

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 4.3.2., Highway Corridor Overlay District (HCO); To Amend The Building Placement Requirement Relative To Front Setback. - ***Planning Department Case Number: UDO-TA-2021-2251.***

i. **2nd Reading of Ordinance 2021-1785 regarding Project Arrowhead Existing FILOT Assignment Ordinance and Amendment**

Ordinance Title: An Ordinance To Consent To An Assignment Of Interests Under An Existing Fee In Lieu Of Tax And Incentive Agreement To [Project Arrowhead]; And To Authorize The Execution And Delivery Of A First Amendment To Such Existing Fee In Lieu Of Tax And Incentive Agreement, So As To, Among Other Things, Extend Its Term.

j. **2nd Reading of Ordinance 2021-1786 regarding Project Arrowhead FILOT and SSRC for New Investment**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Lancaster County And [Project Arrowhead] Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Non-Consent Agenda

2nd Reading of Ordinance 2021-1770 regarding the Establishment of the Van Wyck Fire Protection District

Ordinance Title: An Ordinance To Establish The Van Wyck Fire Protection District; To Provide Funding For The District Through The Imposition Of Rates And Charges; To Empower The County Council To Issue General Obligation Bonds Of The County For The District; And To Provide For The Administration Of The District.

Brian Carnes moved to approve. Seconded by Charlene McGriff.

Larry Honeycutt moved to amend Ordinance 2021-1770 in the form of the proposed amended second reading version of the ordinance attached to the agenda package. The amendment sets forth the voting results from the non-binding advisory referendum on the creation of the district. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Graham.

DRAFT

The motion to approve the 2nd Reading of Ordinance 2021-1770 as amended Passed 6-0.; Absent: Graham.

2nd Reading of Ordinance 2021-1787 regarding Approval of an Agreement for Partial Reimbursement of Costs Related to the Construction of a Roundabout at Henry Harris Road and Shelly Mullis Road

Ordinance Title: An Ordinance To Approve An Agreement For Partial Reimbursement Of Costs Related To The Construction Of A Roundabout At Henry Harris Road And Shelly Mullis Road And To Provide For Matters Related Thereto.

Brian Carnes moved to approve. Seconded by Charlene McGriff.

Bily Mosteller moved to amend Ordinance 2021-1787 by substitution of proposed amended Exhibit 1 included in the agenda package. Seconded by Larry Honeycutt. Motion Passed 6-0.; Absent: Graham.

The motion to approve the 2nd Reading of Ordinance 2021-1787 as amended Passed 6-0.; Absent: Graham.

1st Reading of Ordinance 2021-1788 regarding Approval of an Easement Grant to the City of Lancaster for the Lancaster Air Rail Park

Ordinance Title: An Ordinance To Approve Easement Grants To The City Of Lancaster Upon Real Property Owned By Lancaster County Bearing Tax Parcel Number 0066-00-040.00 And To Authorize County Officials To Take Such Actions As Are Necessary To Effectuate The Grant Of The Easements And To Effectuate The

Purposes Of This Ordinance.

Larry Honeycutt moved to approve. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Graham

Reconsideration of 1st Reading of Ordinance 2021-1781 regarding Rezoning Property Located at 9923 Southwinds Drive, Fort Mill, SC, from MDR to MH (Applicant Edgar Granados)

Larry Honeycutt moved to place Ordinance 2021-1781 on the agenda for the next meeting. Seconded by Billy Mosteller.

Council and staff discussed the possible time constraints regarding moving the mobile home and whether there was a need to advertise and hold another Public Hearing. John DuBose explained that the Public Hearing was held at the last meeting and, therefore, another Public Hearing would not be needed or required.

Steve Harper asked if Larry Honeycutt and Charlene McGriff would withdraw their motions and they agreed.

Brian Carnes moved to reconsider the Ordinance and hold the 1st Reading of the Ordinance at tonight's Council meeting. Seconded by Allen Blackmon.

Council and staff discussed whether the entire road or area needed to be rezoned and not just one parcel and what process Council could use to rezone the road. Rox Burhans suggested that Council undertake the rezoning of the Southwinds neighborhood during the Unified Development Ordinance re-write.

Edgar Granados, the applicant, addressed Council and explained that residents in that neighborhood have six months in which to put up another mobile home if one is taken down.

The motion to reconsider and approve the 1st Reading of Ordinance 2021-1781 Passed 5-1.; Ayes: Carnes, Harper, Honeycutt, McGriff, Blackmon; Nays: Mosteller; Absent: Graham

DRAFT

Discussion and Action Items

Discussion of a Community Services Deputy at the Sheriff's Office - Sheriff Barry Faile

Brian Carnes moved to approve. Seconded by Allen Blackmon. Motion Passed 6-0.; Absent: Graham

Request for Authorization of Professional Services related to Redistricting Efforts - Dennis Marstall/John DuBose

John DuBose explained the need for professional services regarding redistricting.

Charlene McGriff moved to authorize the County Administrator to engage professional services to perform a bivariate regression analysis so that the Redistricting Committee and County Council have detailed data available to guide the redistricting process and assure that the redistricting map that is uttimately adopted is legally compliant. Seconded by Brian Carnes.

Larry Honeycutt stated, for the record, that he lived in the Arrowwood neighborhood and that no one seemed to want that neighborhood and so he looked forward to future discussions.

John DuBose stated, for the record, that racial gerrymandering was prohibited under the law.

The motion to authorize the County Administrator to engage professional services for Redistricting Passed 6-0.; Absent: Graham

Approval of Appointment to the Health and Wellness Commission

- Denise Johnston to the Health and Wellness Commission as the District 4 representative to fill an unexpired

term that would end on 06/30/2023

Larry Honeycutt moved to approve. Seconded by Allen Blackmon. Motion Passed 6-0.; Absent: Graham

Adoption of the 2022 Calendars - Meeting and Holiday Schedule for Council, Committees, Boards and Commissions and Advisory Boards

Charlene McGriff moved to approve. Seconded by Brian Carnes. Motion Passed 6-0.; Absent: Graham

Status of items tabled, recommitted, deferred or held

There were no items tabled, recommitted, deferred or held to discuss during the meeting.

Miscellaneous Reports and Correspondence

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

Citizens Comments

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

Executive Session

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

1. ***One Economic Development Discussion: Project Mermaid. SC Code 30-4-70(a)(5).***

2. ***Receipt of Legal Advice and Discussion of a Potential Intergovernmental Agreement. SC Code 30-4-70(a)(2).***

The two Executive Session items listed above were removed from the agenda during the **Approval of the Agenda**. Please see that item for the discussion and vote on their removal.

DRAFT

Adjournment

Larry Honeycutt moved to adjourn the Council meeting. Seconded by Billy Mosteller. The motion to adjourn Passed 6-0.; Absent: Graham. There being no further business, the regular meeting of Council adjourned at approximately 7:21 p.m.

Agenda Item Summary

Ordinance # / Resolution #: Odinance 2021-1780 / Planning Case Number: RZ-2021-1951
Contact Person / Sponsor: Ashley Davis / Planning
Department: Planning
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Application by Noel Andrade to rezone 1535 Jordan Street, Lancaster SC (TM 0082M-0N-003.00) from INS (Institutional) to MDR (Medium Density Residential). The house was formerly owned by a church and potentially used as a rectory. The current owner wishes to market it as a residence.

Points to Consider:
The applicant has submitted a request to rezone their property located at 1535 Jordan Street. The request comes as an effort to bring the existing residential structure into compliance with Section 2.5.3, Use Table, of the UDO. According to this section, single family residential uses are not permitted uses in the existing Institutional zoning district. Therefore, the existing house is currently considered a legal non-conforming use, which prohibits expansion or significant modifications to the residence.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the rezoning.

Recommendation:
Planning Commission unanimously recommends **approval**.
No public comments from citizens were provided.

Staff also recommended approval of the request to rezone.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1780	11/4/2021	Ordinance
Planning Staff Report	10/12/2021	Planning Staff Report
Exhibit 1: Application	10/12/2021	Exhibit
Exhibit 2: Zoning Map	10/6/2021	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1780

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE .65 ACRES OF PROPERTY (TMS# 0082M-0N-003.00), LOCATED AT 1535 JORDAN STREET, LANCASTER, SOUTH CAROLINA, FROM INS, INSTITUTIONAL DISTRICT, 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) Noel Andrade applied to rezone a parcel of property totaling .65 acres, more or less, located at 1535 Jordan Street, Lancaster, South Carolina, from INS, Institutional District, to MDR, Medium Density Residential District.

(b) On October 19, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 6-0, recommended approval of the rezoning request.

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

The requested MDR District is consistent with the Comprehensive Plan and the character of surrounding properties.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from INS, Institutional District, to MDR, Medium Density Residential District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. (0082M-0N-003.00)

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:	November 8, 2021
Public Hearing:	November 8, 2021
Second Reading:	November 22, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone approximately .65 acres of property (TM# 0082M-0N-003.00).
PROPERTY LOCATION:	1535 Jordan Street
CURRENT ZONING DISTRICT:	Institutional (INS) District
PROPOSED ZONING DISTRICT:	Medium Density Residential (MDR) District
APPLICANT:	Noel Andrade
COUNCIL DISTRICT:	District 2, Charlene McGriff

OVERVIEW:

Proposal

The applicant has submitted a request to rezone their property located at 1535 Jordan Street. The request comes as an effort to bring the existing residential structure into compliance with Section 2.5.3, Use Table, of the UDO. According to this section, single family residential uses are not permitted uses in the existing Institutional zoning district. Therefore, the existing house is currently considered a legal non-conforming use, which prohibits expansion or significant modifications to the residence.

Site Information

The property was purchased by the applicant in 2020. Tax records show the brick home on this property was constructed in 1977. This home and parcel were previously owned by the Church of God of Prophecy.

Summary of Adjacent Zoning and Uses

The property is surrounded predominantly by MDR, GB and INS zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Single-Family Residential
South	Lancaster County	GB	Cauthen Body Shop
East	Lancaster County	GB	Nonconforming Single-Family Residential
West	Lancaster County	INS	Church of God of Prophecy

ANALYSIS & FINDINGS:

Zoning Districts

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

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the MDR District. Currently, this area can be characterized by single-family homes tucked behind the businesses fronting on Great Falls Hwy. Given the close proximity to property zoned MDR and the size of this parcel, staff believes that MDR zoning would be compatible in this area.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

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

The Urban Future Land Use Category encompasses the City of Lancaster city limits and includes properties along its periphery. The Walkable Neighborhood with Additional Intensity Community Type is intended to provide a mix of uses within a walkable setting, including various residential types, offices, schools, commercial/retail, and parks.

The requested MDR District is consistent with the Urban Future Land Use category.

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

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 at the subject property.



Looking directly across from the subject property.



Looking south across Alpha Rd.



Looking north along Jordan St.

STAFF RECOMMENDATION:

Staff recommends **Approval** of the request to rezone, pursuant to the following findings of fact for RZ-2021-1951:

1. That the subject project consists of parcel TM# 0082M-0N-003.00;
2. That the subject property is currently zoned INS and proposed to be rezoned MDR;
3. That the subject property has a Future Land Use designation of Urban; and
4. That the proposed MDR District is generally consistent with the surrounding area which is comprised of the MDR, GB and INS Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 1535 Jordan Street, Lancaster SC 29720

City Lancaster State SC Zip 29720 Tax Parcel ID 0082M-0N-003.00

Current Zoning Institutional Current Use Currently remodeled to be used as residential

Proposed Zoning Residential Total Acres .65

Project Description

I bought the home on February 17th 2020. thinking it was zoned residential, the real estate agent never explained to me that the home was zoned Institutional, Now I have completely remodeled the home and I was ready to sell it, but my real estate told me that the home needed to be zoned back to residential.

Surrounding Property Description The property is surrounded by home and they are Zoned MDR.

CONTACT INFORMATION

Applicant Name Noel Mejia Andrade

Address 7136 kinley commons lane

City Charlotte State nc Zip 28278 Phone 803-287-4129

Fax _____ Email flormejia588@gmail.com

Property Owner Name Noel Mejia Andrade

Address same as above

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

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

Applicant	Date
Property Owner(s)	08/09/2021 Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

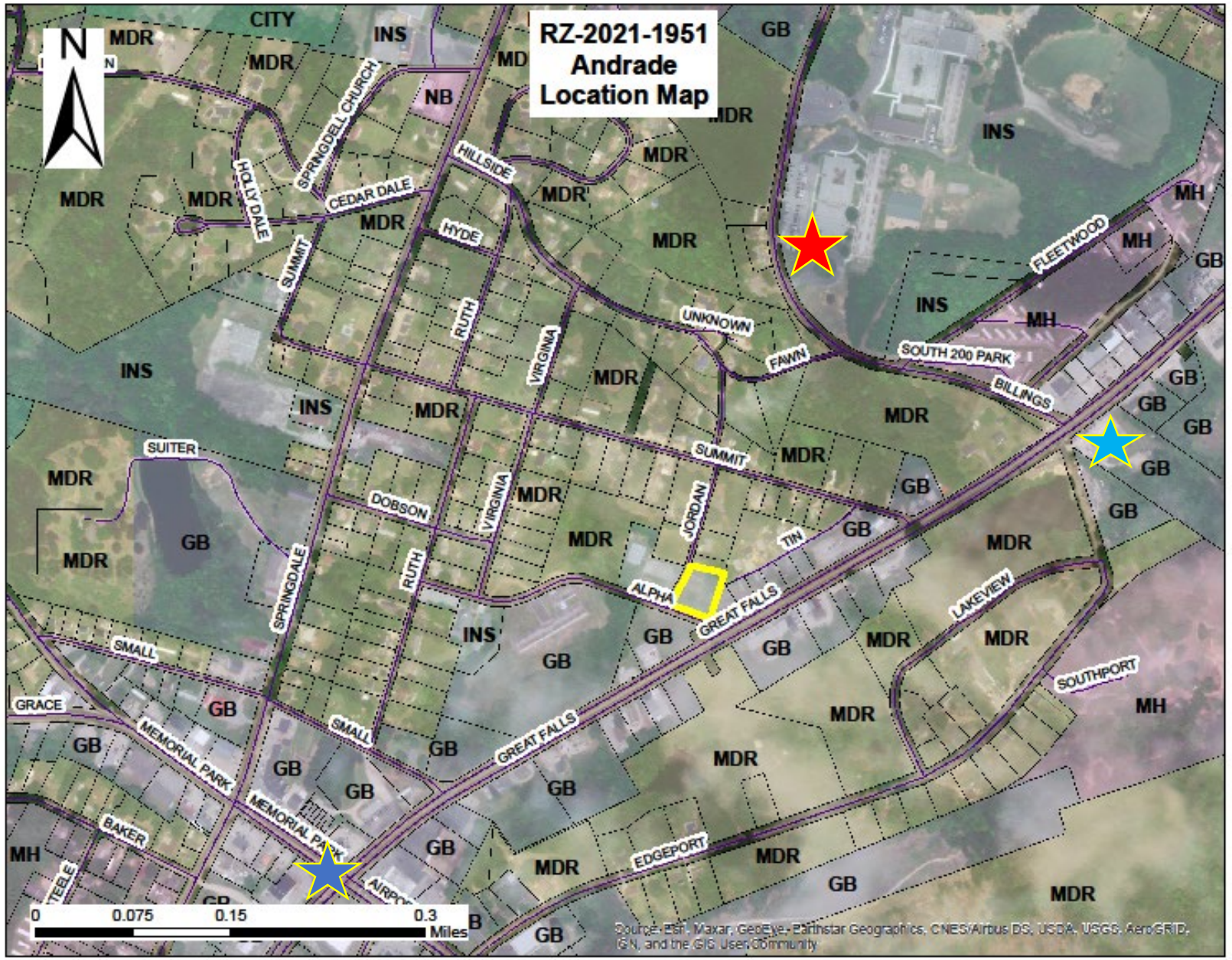
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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

2. **Planning Commission**

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

3. **County Council**

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



Lancaster County
South Carolina

Proposal:
Request to rezone from INS to MDR

Legend:

Subject Property

Intersection of Airport Road and Hwy 200

Brooklyn Springs Elementary

Chandler's Collision Center

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1782 / Planning Case Number: UDO-TA-2021-2121
Contact Person / Sponsor: Robert Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Application by His Perfect Love Ministries to amend Unified Development Ordinance Section 5.2.5, Halfway Homes; to increase the maximum number of permitted residents within an individual home.

Points to Consider:
On behalf of their clients, His Perfect Love Ministries, the applicant is proposing to amend Chapter 5 of the Unified Development Ordinance (UDO) to increase the maximum number of residents per home from six to ten, and increase the maximum number of residents per bedroom from one to two.

It is noted that the 2018 International Building Code classifies this use as Residential Group R-4, which establishes occupancy as more than five, but not more than 16 persons. Additionally, an analysis of nearby communities (Greenville County, Richland County, York County, and City of Rock Hill) found similar uses and regulations as proposed.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed text amendment.

Recommendation:
The Planning Commission unanimously voted to recommend **approva**l of the proposed text amendment at their meeting of October 17, 2021. No one from the public spoke in support or opposition to the text amendment.

Staff recommended approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1782	11/4/2021	Ordinance
Staff Report	10/8/2021	Planning Staff Report
Ex 1: Application	10/8/2021	Exhibit
Ex 2: Text Amendment	10/6/2021	Exhibit

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1782**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 5.2.5., HALFWAY HOMES, TO INCREASE THE MAXIMUM NUMBER OF RESIDENTS.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lawrence J. Shaheen, Jr. made application to amend Chapter 5 of the Unified Development Ordinance (UDO) to increase the maximum number of residents per use from six to ten and increase the maximum number of residents per bedroom from one to two.
(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) Lancaster County Planning Commission considered the proposed text amendment at its meeting on October 19, 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 5.2.5., Halfway Homes, is amended as follows:

~~Indicates Matter Stricken~~

Indicates New Matter

5.2.5 Halfway Homes [GB, INS]

A. **Separation Requirement:** No such use may be located within 2,640 feet (or ½ mile) of a Family Care Home, Residential Care Facility, Boarding or Rooming House, or another such use measured as a straight line on a map.

B. **Maximum Number of Residents:** Halfway Homes shall accommodate a maximum of ~~6~~ 10 residents per use and a maximum of ~~1 resident~~ 2 residents per bedroom.

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:	November 8, 2021
Public Hearing:	November 8, 2021
Second Reading:	November 22, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL: Amend Unified Development Ordinance Section 5.2.5, Halfway Homes, to increase the maximum number of residents.

APPLICABLE CHAPTER(S): Chapter 5

APPLICANT: Lawrence J. Shaheen, Jr.

PROJECT SUMMARY & PROPOSAL:

On behalf of their clients, His Perfect Love Ministries, the applicant is proposing to amend Chapter 5 of the Unified Development Ordinance (UDO) to increase the maximum number of residents per use from six to ten, and increase the maximum number of residents per bedroom from one to two.

As noted in the cover letter provided with the application, the applicants' client is attempting to establish a new center that would be "dedicated to defeating the scourge of addiction within women" and allow them to be re-integrated into society. The center would house ten women and those women need to be paired together in a bedroom for accountability and continued treatment.

The applicant offers the proposed text amendment attached 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.

Staff has no specific objections to either the proposed increase in bedroom occupancy or overall maximum occupancy. Staff would note that the 2018 International Building Code classifies this use as Residential Group R-4, which establishes occupancy as more than five, but not more than 16 persons. Additionally, an analysis of surrounding neighbors found the following similar uses:

JURISDICTION	USE AND REGULATION
Greenville County	*Group Home* - not more than 6 unrelated persons
Richland County	*Group Home* - 9 persons or less, or between 10 and 15 persons
City of Rock Hill	*Group Home* - 20 persons or less, or more than 20 persons
York County	*Community Residence* - up to 5 persons, or up to 15 persons

It should also be noted that the County is currently in the process of updating the UDO and it may be appropriate to study any proposed changes to halfway homes, as well as all other uses, as a part of that process.

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

THE MCINTOSH LAW FIRM, P.C.
-ATTORNEYS AT LAW-
POST OFFICE BOX 2270
209 DELBURG STREET, SUITE 203
DAVIDSON, NORTH CAROLINA 28036
TELEPHONE (704) 892-1699 - FACSIMILE (704) 892-8664
WWW.MCINTOSHLAWFIRM.COM

ROBERT G. MCINTOSH †
AMANDA SHUE ISAACS
JESSE C. JONES Ω
CHRISTOPHER P. GELWICKS ♦ ‡
LAWRENCE J. SHAHEEN, JR
JEFFREY E. GRAY
JILLIAN M. SHANNON
LOUISE M. PAGLEN
THARESA C. GELWICKS ‡ ◊
LEAH B. TROWBRIDGE

OF COUNSEL
JENNIFER AHLERS CONE
JAMES C. FULLER
TED F. MITCHELL † ♦
GEORGE G. CUNNINGHAM † ◊
SARAH K. MCINTOSH

SPECIAL COUNSEL
GAITHER M. KEENER, JR.

NCDRC Certified Mediator – Superior Court †
Also licensed in Florida Ω
NCDRC Certified Mediator – Clerk & Family Financial ◊
Also licensed in South Carolina ♦
Also licensed in Maryland ‡

September 1, 2021

Mr. Rox Burhans
Planning Director
Lancaster County Planning Department
PO Box 1809
101 N. Main St.
Lancaster, SC 29721

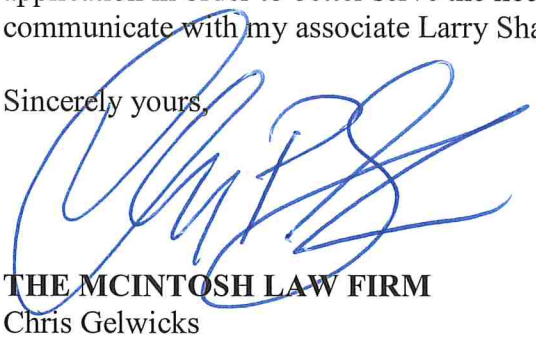
Mr. Burhans,

Please find enclosed the Text Amendment Application and Application Fee for our client His Perfect Love Ministries. His Perfect Love Ministries is a non-profit organization dedicated to defeating the scourge of addiction within women and allowing them to be re-integrated into society with a fresh start and new lease on life. His Perfect Love takes no government money and relies solely on the support of donors who support their mission. You may find out more about the organization by going to HouseOfPearls.org.

Our client has a strong track record of success and is attempting to create a new center in Lancaster. Their targeted location is one that does need this text amendment to be able to get up and running. The center will house six women and the women do need to be paired into a room in order to allow for accountability and continued treatment. My client is committed to following all of the necessary rules and planning regulations for this facility, but seeks only this one change.

We hope you will consider this text amendment and work with us to allow for the passage of this application in order to better serve the needs of the women of Lancaster County. Please communicate with my associate Larry Shaheen, Jr. regarding this matter.

Sincerely yours,



THE MCINTOSH LAW FIRM
Chris Gelwicks

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 5.2.5 (B) Halfway Homes

Current Text B. **Maximum Number of Residents:** Halfway Homes shall accommodate a maximum of 6 residents per use and a maximum of 1 resident per bedroom.

Proposed Text B. **Maximum Number of Residents:** Halfway Homes shall accommodate a maximum of 12 residents per use and a maximum of 2 residents per bedroom.

Description of Need for Proposed Text **See attached Letter**

☒ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name **His Perfect Love Ministries ATTN: Lawrence J Shaheen Jr.**

Address **PO Box 516**

City **Monroe** State **NC** Zip **28111** Phone **704-892-1699**

Fax **704-892-8664** Email **Larry@McIntoshLawFirm.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 _____ Date 8/31/2021

Dr Trent McCaughrin
Property Owner(s) _____ Date 8-18-21

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

August 18, 2021
Leigh Anne G Neal Notary for South Carolina
Leigh Anne G Neal expires 12/18/2028

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

5.2.5 HALFWAY HOMES [GB, INS]

A. **Separation Requirement**: No such use may be located within 2,640 feet (or ½ mile) of a Family Care Home, Residential Care Facility, Boarding or Rooming House, or another such use measured as a straight line on a map.

B. **Maximum Number of Residents**: Halfway Homes shall accommodate a maximum of ~~6~~ 10 residents per use and a maximum of ~~1 resident~~ 2 residents per bedroom.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1783 / Planning Case Number: UDO-TA-2021-2251
Contact Person / Sponsor: Robert Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Application by Lancaster County to amend the Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay District (HCO); to amend the building placement requirement relative to front setback.

Points to Consider:
The County is proposing to amend Chapter 4 of the Unified Development Ordinance (UDO) to remove language within the Highway Corridor Overlay (HCO) District allowing the front setback of buildings fronting on the corridor, and within a commercial district, to be reduced to 25-ft. The front building setback will be a minimum of 50-ft. with adoption of the proposed amendment. This will make future utility installations and road widenings along US-521 and SC-160 more feasible.

It is important to note that project vested to an earlier UDO may be developed using smaller setbacks along the highway.

The proposed text amendment also includes language concerning the nonconformity of buildings that have been developed under the current 25-ft setback. Provisions have been proposed allowing for the expansion of those buildings so long as the nonconforming setback is not exacerbated.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed text amendment.

Recommendation:
The Planning Commission unanimously voted to recommend **approval** of the proposed text amendment. No one from the public spoke in favor or in opposition to the text amendment.

Staff also recommended approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1783	11/4/2021	Ordinance
Ex 1: Text Amendment	11/15/2021	Exhibit
Staff Report	10/8/2021	Planning Staff Report

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1783**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 4.3.2., HIGHWAY CORRIDOR OVERLAY DISTRICT (HCO); TO AMEND THE BUILDING PLACEMENT REQUIREMENT RELATIVE TO FRONT SETBACK.

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 Chapter 4 of the Unified Development Ordinance (UDO) to remove language within the Highway Corridor (HCO) District allowing the front setback of buildings fronting on the corridor, and within a commercial district, to be increased to 50'.
(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) Lancaster County Planning Commission considered the proposed text amendment at its meeting on October 19, 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 4.3.2., Highway Corridor Overlay District (HCO), 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:	November 8, 2021
Public Hearing:	November 8, 2021
Second Reading:	November 22, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John DuBose, County Attorney

4.3.2 HIGHWAY CORRIDOR OVERLAY DISTRICT (HCO)

The Highway Corridor Overlay District is hereby established and is subject to the following general provisions:

****

F. GENERAL REQUIREMENTS AND DEVELOPMENT STANDARDS

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

a. In general, the setback requirements set forth in Chapter 2 and Chapter 3 of the UDO shall apply~~. When fronting the corridor right-of-way, the front setback for buildings with a commercial district use may be reduced to a minimum of 25 feet~~; however in no instance shall the front setback be less than 50 feet. For commercial developments that were platted prior to the establishment of the Highway Corridor Overlay District, common setback flexibility will be considered by the Technical Review Committee (TRC).

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

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

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

****

PROPOSAL: Amend Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay District (HCO); to amend the building placement requirement relative to front setback.

APPLICABLE CHAPTER(S): Chapter 4

APPLICANT: Lancaster County

PROJECT SUMMARY & PROPOSAL:
The County is proposing to amend Chapter 4 of the Unified Development Ordinance (UDO) to remove language within the Highway Corridor Overlay (HCO) District allowing the front setback of buildings fronting on the corridor, and within a commercial district, to be reduced to 25'.

This amendment is being brought forward as a "quick-fix" to the UDO in advance of a more substantive rewrite of the UDO over the next 24 months by the County's consultants in an effort to address a known issue within the HCO relative to the front setback requirement.

The applicant offers the proposed text amendment attached 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 removal of the language allowing for the reduced front setback will eliminate the current conflict between existing utilities running along US 521 and the installation of the required perimeter landscape buffer within the narrowed 25' wide corridor. Eliminating this language and retaining the 50' setback already established for the General Business (GB) and Regional Business (RB) Districts will allow for both utilities and landscaping to be accommodated without conflict. This amendment shall also alleviate potential future conflicts regarding the widening of US 521.

Additionally, the proposed text amendment adds language concerning the nonconformity of buildings that have been developed under the current language, and language allowing for the expansion of those buildings so long as any inconsistent setback is not exacerbated.

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

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1171-R2021
Contact Person / Sponsor: John DuBose- County Attorney
Department: Attorney
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Whether to approve an intergovernmental agreement between Lancaster County and the Lancaster County School District ("LCSD") governing the collection and administration of school development impact fees.

Points to Consider:
Ordinance 2021-1761 requires that Lancaster County and LCSD enter an intergovernmental agreement prior to the school development impact fees becoming effective, with said intergovernmental agreement ("IGA") governing the responsibilities of each entity regarding collection, administration, transfer, and expenditure of the school development impact fees.

Funding and Liability Factors:
Lancaster County will keep the school development impact fees in a distinct, segregated interest bearing account.

The IGA provides that LCSD will make an annual payment to Lancaster County as reimbursement for the costs associated with collection and administration of the school development impact fees.

The IGA provides that, should the County be named in a lawsuit challenging the adoption of the Public Education Facilities Impact Fee Ordinance or the establishment or calculation of the public education facilities impact fees, the collection of public education facilities impact fees, the School District agrees to defend and indemnify the County, using counsel of the School District's choice, to defend the ordinance and any cause of action related to the enactment or implementation of the Ordinance. In addition, the School District agrees to defend and indemnify the County, using counsel of the School District's choice, on any claim made against the County relating to the expenditures of the funds collected for public education facilities improvements, the failure to refund unexpended public education facilities impact fees, or any other cause of action related to the Ordinance. The School District does not agree to defend or indemnify the County for any claim made against the County relating to the administration of impact fee funds deposited with the County and held by the County prior to distribution to the District.

Council Options:
Approve or disapprove of the intergovernmental agreement.

Recommendation:
Approve the intergovernmental agreement.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1171-R2021	11/30/2021	Resolution
Exhibit 1 to Resolution 1171-R2021- Intergovernmental Agreement	11/30/2021	Exhibit

STATE OF SOUTH CAROLINA)
) **RESOLUTION 1171 -R2021**
COUNTY OF LANCASTER)

A RESOLUTION

APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN LANCASTER COUNTY AND THE LANCASTER COUNTY SCHOOL DISTRICT FOR COLLECTION AND ADMISTRATION OF PUBLIC EDUCATION FACILITES IMPACT FEES PURSUANT TO ORDINANCE 2021-1705, THE LANCASTER COUNTY IMPACT FEE PROCEDURES ORDINANCE, AND ORDINANCE 2021-1761, THE SCHOOL DEVELOPMENT IMPACT FEE ORDINANCE

WHEREAS, Lancaster County Council, by passage of Ordinance 2021-1705, the development impact fees procedures, adopted general collection and administration procedures applicable to development impact fees that are assessed and collected in Lancaster County; and

WHEREAS, Lancaster County Council, by passage of Ordinance 2021-1761, the school development impact fee ordinance, approved the imposition and collection of school development impact fees on behalf of LCSD and in accordance Ordinance 2021-1705, the school development impact fee study, and the capital improvement plan presented by LCSD in connection with Ordinance 2021-1761; and

WHEREAS, Ordinance 2021-1761 requires that Lancaster County and LCSD enter an intergovernmental agreement prior to the school development impact fees becoming effective, with said intergovernmental agreement governing the responsibilities of each entity regarding collection, administration, transfer, and expenditure of the school development impact fees; and

WHEREAS, LCSD and Lancaster County are authorized to enter into intergovernmental agreements by virtue of the provisions of Sections 4-9-40 and 14-25-5 of the South Carolina Code of Laws 1976, as amended.

WHEREAS, Lancaster County and LCSD desire to enter an intergovernmental agreement so that the school development impact fees can become effective and so the parties have clear responsibilities regarding collection, administration, transfer, and expenditure of the school development impact fees; and

WHEREAS, the Lancaster County Council finds that it is in the best interest of the County of Lancaster and LCSD to enter an intergovernmental agreement for the collection, administration, transfer, and expenditure of school development impact fees.

NOW, THEREFORE, BE IT RESOLVED by the Lancaster County Council that the intergovernmental agreement attached hereto and incorporated herein as **Exhibit 1** between the County of Lancaster and the LCSD is hereby approved. The County Administrator is authorized to execute the intergovernmental agreement on behalf of Lancaster County.

IT IS SO RESOLVED by County Council this ____ day of December 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____

Steve Harper, Chair, County Council

_____

Billy Mosteller, Secretary, County Council

ATTEST:_____

Sherrie Simpson, Clerk to Council

Approved as to form:

_____

John K. DuBose, III, County Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN LANCASTER COUNTY, SOUTH CAROLINA
AND LANCASTER COUNTY SCHOOL DISTRICT

THIS AGREEMENT is entered on the _____ day of _____ 2021, by and between Lancaster County, South Carolina ("County") and Lancaster County School District ("School District") for the purpose of collecting school facilities impact fees imposed by Ordinance No. 2021-1705, the Lancaster County Development Impact Fee Procedures, and Ordinance No. 2021-1761, the Lancaster County School District Impact Fee Ordinance. This agreement made and entered into by the County and the School District provides for the County and through intergovernmental agreements, the County to collect, at the time of issuance of a building permit, public education facilities impact fees imposed on all new residential development in the service area identified in the Lancaster County School District Impact Fee Ordinance and to transfer the impact fees to the School District in accordance with the Impact Fee Ordinances.

RECITALS

WHEREAS, Ordinance No. 2021-1705, known as the Lancaster County Impact Fee Procedures Ordinance, and Ordinance No. 2021- 1761, known as the Lancaster County School District Impact Fee Ordinance have applicability in the County and within the service area identified in the Lancaster County School District Impact Fee Ordinance; and

WHEREAS, the County will collect the public education facilities impact fees within the service area identified by the School District at the time of issuance of a building permit for new residential development, as defined and set forth in the effective date provision of the Lancaster County School District Impact Fee Ordinance and as provided for and set forth in the Lancaster County Impact Fee Procedures Ordinance; and

WHEREAS, the School District concurs with the County that the County has additional administrative expenses directly attributable to enforcing the Impact Fee Ordinances, including but not limited to: collecting the public education facilities impact fee for residential projects located in the unincorporated area of the County; processing applications for exemptions, waivers, and appeals; coordinating and preparing the annual report; processing refund requests; maintaining accurate financial records; and other duties and responsibilities that may arise from time-to-time; and

WHEREAS, it is essential that the public education facilities impact fees be collected uniformly within the service area identified in the Lancaster County School District Impact Fee Ordinance; and

WHEREAS, the School District and the County agree that all public education facilities impact fees collected shall, within a reasonable time, be transferred to the School District for the purpose of funding public education facilities whose need results from new residential growth; and

WHEREAS, the County has the power and authority to enact, impose, and collect public education facilities impact fees, if applicable, as specified in intergovernmental agreements and

WHEREAS, the School District concurs with the County's methods for the calculation of the public education facilities impact fees; and

WHEREAS, the parties agree that the purpose of the Agreement is to permit the County to cooperate with and to assist the School District to ensure the provision of public education facilities capital improvements are provided to meet the demand generated by projected new residential development; and

WHEREAS, the Agreement is not intended to, and does not alter or change the responsibilities of each of the parties, nor does it relieve any party of any function, duty, or obligation otherwise imposed by law; and

WHEREAS, the Agreement is authorized by, and is enacted by the parties in accordance with state law; and

WHEREAS, this Intergovernmental Agreement, upon its execution by the parties hereto shall be on file with the Clerk to the County Council of Lancaster County and the Superintendent of the Lancaster County School District.

NOW, THEREFORE, in consideration of the mutual promises and representations herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

SECTION 1. TITLE

This Intergovernmental Agreement for the collection of public education facilities impact fees shall hereinafter be referred to as "the Agreement."

SECTION 2. PURPOSE AND INTENT

The purpose of the Agreement is to ensure that public education facilities impact fees which are imposed on new residential development uniformly within the service are identified by the School District, and which are collected by the County, and are retained by the County in a segregated interest-bearing School Impact Fee Account and, when transferred to the School District for appropriation and expenditure, are subject to the conditions, restrictions, and limitations set forth in Ordinance Nos. 2021-1705 and 2021 -1761, this Agreement, and State law.

SECTION 3. REFERENCES TO COUNTY ORDINANCES

This Agreement is in furtherance of the implementation of Ordinances Nos. 2021-1705 and 2021-1761, in final form as adopted by the County Council, as referenced herein, with exemplar copies of the ordinances having been provided to the District for review.

SECTION 4. DURATION/TERMINATION OF AGREEMENT

(1) Duration of Agreement

The Agreement shall remain effective from the date of its execution by the parties for a period of not less than 10 years unless it is terminated by mutual agreement of the parties. If not terminated prior to or at the end of the 10-year period, it shall continue in effect. This Agreement shall automatically terminate upon any termination of the fee required by the Lancaster County School District Impact Fee Ordinance or State law.

(2) Termination of Agreement.

(a) The Agreement may be terminated prior to the expiration of the 10-year period set forth in 4(1) above only by the mutual agreement of the parties.

(b) The Agreement may be terminated after the expiration of the 10-year period set forth in 4(1) above by the unilateral action of either of the parties to the Agreement, provided that such termination action may only occur after the party seeking termination provides notice to the other party to the Agreement at least ninety (90) days prior to taking such action and notices, schedules, and provides the other party an opportunity to be heard.

(c) Following notice and an opportunity to be heard as set forth in 4(2)(b) above, the party seeking termination may by appropriate action, as applicable, terminate the Agreement.

SECTION 5. AMENDMENTS TO THE AGREEMENT

The Agreement may be amended only by the mutual consent of the parties and in the same manner as its original adoption.

SECTION 6. RESPONSIBILITIES OF THE COUNTY

(1) The County shall be responsible for the collection of public education facilities impact fees from all new residential development, as defined.

(2) The amount of the public education facilities impact fees collected from new residential development shall be based upon the fees in effect at the time of issuance of a building permit.

(3) No building permit for new residential development shall be issued unless the public education facilities impact fees are paid in full by the applicant or a sufficient surety has been posted pursuant to the appeals process identified in the Lancaster County Impact Fee Procedures, Ordinance No. 2021-1705, codified as Chapter 17 of the Lancaster County Code.

(4) Upon the collection of the public education facilities impact fees, the County shall deposit such fees in a segregated, interest-bearing School Impact Fee Account which is subject to appropriate accounting controls to ensure they are transferred at the appropriate time to the School District, for public education facilities capital improvements identified in the capital improvements plan for the public education facilities.

(5) The County shall periodically effectuate impact fee fund transfers upon the request of the

School District. Such requests shall be specific as to: the capital improvements in the capital improvement plan to be funded in whole or in part with public education facilities impact fee funds; the location of the capital improvements; the type of capital improvements to be constructed (i.e., elementary, middle, or high school); the capacity, in students, which will be provided by the capital improvements; the square footage of the capital improvements; the use of other funding sources; the timing of initiation of construction of the capital improvements; and the estimated date of completion of the capital improvements. Upon request, the County shall transfer the fees to the District.

(6) Annually or, if deemed advisable, more frequently, the County shall prepare an annual report in accordance with the Lancaster County Impact Fee Procedures, Ordinance No. 2021-1705, Chapter 17 of the County Code. The County will provide a copy of the annual report to the School District.

(7) All public education facilities impact fee funds collected shall be restricted in their appropriation and used in accordance with County Ordinance Nos. 2021-1705 and 2021- 1761.

(8) The County shall be responsible for interpretation, and application, of County Ordinance Nos. 2021-1705 and 2021-1761.

SECTION 7. RESPONSIBILITIES OF THE SCHOOL DISTRICT

(1) The School District shall be responsible for filing specific requests, no more than once per month, for the use of public education facilities impact fees for specific public education facilities capital improvements which are needed to meet demands created by new residential development. These capital improvements are identified in the capital improvement plan in *School Impact Fee Study and Capital Improvement Plan* prepared for the Lancaster County School District by TischlerBise (April 14, 2018, and finalized June 14, 2018), which is incorporated by reference into Ordinance No. 2021-1761.

(2) Upon the receipt of public education facilities impact fee funds for a specific capital improvement, the School District shall maintain those funds in an account under custody by Lancaster County Finance Department under the School District's name until actually needed. The School District will maintain rigorous accounting controls to ensure that the funds are used solely and exclusively as described in the request.

(3) Upon the actual expenditure of public education facilities impact fee funds, the School District shall notify the County and verify that the funds were expended in accordance with the terms of this Agreement and the limitations of County Ordinance Nos. 2021-1705 and 2021-1761.

(4) The School District shall provide the necessary and appropriate information for the County Administrator to provide his annual report to the Lancaster County Council as identified in Section 17-4 B of the Impact Fee Procedures, Ordinance No. 2021-1705 no later than January 1 of each calendar year.

(5) If for any reason the School District fails to expend the impact fee funds for public education facilities capital improvements within the timeframe required by Section 17-6 B of the Impact Fee Procedures, Ordinance No. 2021-1705, the School District shall forward the fees back to the County for refund to the feepayors in accordance with Section 17-6 D. The School District shall forward the money back to the County within 60 days of the County determining the impact fee funds have not been appropriated and expended as identified in Section 17-6 of Ordinance 2021-1705.

(6) If the County is required to refund impact fees due to the expiration or revocation of a permit, approval of a waiver, or a reduction in density or intensity of New Development as provided for in Section 17-6 D of the Impact Fee Procedures, Ordinance No. 1705, the County shall use the money in School Impact Fee Account described in Section 17-6. If the County lacks sufficient funds in the School Impact Fee Account, the County shall notify the School District of the lack of funds and the amount refunded, and within thirty days, the School District shall reimburse the County for the refund.

(7) In consideration for the County enforcing the Impact Fee Ordinances, the School District shall reimburse the County $50,000 annually for administrative expenses with the first reimbursement made on August 1, 2022, for fiscal year 2021-22 and recurring thereafter on August 1 of each year as reimbursement for the prior fiscal year. The School District shall reimburse Lancaster County for each fiscal year, or portion of fiscal year, covered by this agreement. The funds for the reimbursement shall come from School District funding sources other than public education facilities impact fees.

(8) Should the County be named in a lawsuit challenging the adoption of the Public Education Facilities Impact Fee Ordinance or the establishment or calculation of the public education facilities impact fees, the collection of public education facilities impact fees, the School District agrees to defend and indemnify the County, using counsel of the School District's choice, to defend the ordinance and any cause of action related to the enactment or implementation of the Ordinance. In addition, the School District agrees to defend and indemnify the County, using counsel of the School District's choice, on any claim made against the County relating to the expenditures of the funds collected for public education facilities improvements, the failure to refund unexpended public education facilities impact fees, or any other cause of action related to the Ordinance. The School District does not agree to defend or indemnify the County for any claim made against the County relating to the administration of impact fee funds deposited with the County and held by the County prior to distribution to the District.

SECTION 8. GOVERNING LAW

This Agreement and its interpretation and performance shall be governed and construed by the laws of the State of South Carolina.

SECTION 9. CONFLICT

To the extent of any conflict between other County ordinances and this Agreement, this Agreement will be deemed to be controlling. This Agreement is not intended to amend or repeal any existing County or City Ordinances.

SECTION 10. COOPERATION BETWEEN AND AMONG THE PARTIES

The County and the School District agree to cooperate with each other in all respects regarding the matters addressed in this Agreement.

SECTION 11. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement.

SECTION 12. EFFECTIVE DATE

This Agreement once approved by both parties hereto shall become effective immediately upon the approval of the Lancaster County Council of the Impact Fee Ordinances.

APPROVED this _____ day of _____ 2021.

LANCASTER COUNTY

_____

LANCASTER COUNTY SCHOOL DISTRICT

_____

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1791
Contact Person / Sponsor: John DuBose / County Attorney
Department: Attorney
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Whether to approve an amendment of Ordinance 2021-1761,the School Development Impact Fee Ordnance, to substitute a corrective map of the impact fee collection area.

Points to Consider:
The map that Lancaster County School District (LCSD) provided for Ordinance 2021-1761 contained an area not intended to be subject to school impact fees.

LCSD updated the map and its impact fee study and determined that removal of the geographic area erroneously included in the map attached to Ordinance 2021-1761 will not result in a change to the impact fees to be charged to new development within the fee collection area.

LCSD has requested that County Council amend Ordinance 2021-1761 so that the public record contains the accurate fee collection area map. It is important that the small geographic area included in error with the original map be removed so that impact fees are not assessed against fee payors that will not benefit from the facilities constructed by those fees.

Inasmuch as correction of the map does not result in a change to the impact fee amounts to be collected, the school impact fees will still be effective January 1, 2022, but not for the area outside of the corrective map.

Funding and Liability Factors:
Not applicable.

Council Options:
Approve or disapprove of the ordinance substituting a corrective map.

Recommendation:
Approve the amendatory ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1791	12/6/2021	Ordinance
School Development Impact Fee Study 11.24.2021	12/6/2021	Backup Material

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1791**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND ORDINANCE 2021-1761 BY SUBSTITUTION OF A CORRECTIVE MAP THAT ACCURATELY REFLECTS THE SCHOOL DEVELOPMENT IMPACT FEE COLLECTION AREA AND BY INCLUSION OF AN UPDATED AND CORRECTED SCHOOL DEVELOPMENT IMPACT FEE STUDY AND CAPITAL IMPROVEMENT PLAN.

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

Section 1. Findings and Determinations.

The Lancaster County Council finds that:

WHEREAS, by passage of Ordinance 2021-1761, the School Development Impact Fee Ordinance, Lancaster County Council approved School Development Impact Fees to be imposed on all new residential development in the School Development Impact Fee Collection Area; and

WHEREAS, it has come to the attention of Lancaster County that the Lancaster County School District ("LCSD") inadvertently included a map in its *Development Impact Fee Study* prepared by TischlerBise, dated March 18, 2021 (hereinafter "School Development Impact Fee Study") that includes additional territory not intended to be subject to School Development Fee Impact Fee Collection Area; and

WHEREAS, LCSD has revised the map of the School Development Fee Collection Area to accurately reflect the school attendance zone(s) benefiting from, and subject to, the School Development Impact Fee; and

WHEREAS, the inaccurate map of the School Development Fee Collection Area was included as Figure 1 to Ordinance 2021-1761, the School Development Impact Fee Ordinance; and

WHEREAS, LCSD's consultant, TischlerBise, has reviewed the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for School development impact fees, and the capital improvement plan (CIP) in the School Development Impact Fee Study and has determined that removal of the geographic territory inadvertently included in the School Development Impact Fee Study and School Development Impact Fee Collection Area will not result in a change to the School Development Impact Fee Schedule; and

WHEREAS, TischlerBise has prepared an updated School Development Impact Fee Study dated November 24, 2021, that includes a corrective map accurately displaying the Lancaster County School Panhandle Service Area/School Development Impact Fee Collection Area; and

WHEREAS, it has been determined and is recommended to the Lancaster County Council that Ordinance 2021-1761, the School Development Impact Fee Ordinance be amended to include the updated map as Figure 1 so that the area that will be subject to School Development Impact Fees is accurately set forth in the public record and amended to reference the updated School Development Impact Fee Study and Capital Improvement Plan dated November 24, 2021 and prepared by TischlerBise; and

WHEREAS, Lancaster County Council desires to amend Ordinance 2021-1761, the School Development Impact Fee Ordinance, to include the updated and correct map of the geographic areas subject to and benefiting from the School Development Impact Fees; and

WHEREAS, the amendment is to correct a scrivener's error associated with Figure 1 to Ordinance 2021-1761 and there is no amendment of the Fee Schedule or negative impact to fee payors resulting from the amendment, therefore, collection and imposition of the School Development Impact Fee shall remain effective on January 1, 2022, for the School Development Impact Fee Area but shall not be collected from the geographic area to be removed by virtue of the corrective Figure 1 map referenced and included herein.

NOW, THEREFORE, by the power and authority granted to the Lancaster County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

Section 2. Amendment of Ordinance 2021-1761.

Ordinance 2021-761 is amended as follows:

~~Indicates Matter Stricken~~
Indicates New Matter

SECTION 2. ESTABLISHMENT OF LANCASTER COUNTY SCHOOL SERVICE AREA:

(a) The school development impact fee shall be calculated and imposed within the Lancaster County School Panhandle Service Area,

(b) The boundaries of the Lancaster County School Panhandle Service Area are identified in Figure 1: Lancaster County School Panhandle Service Area.

~~**FIGURE 1: LANCASTER COUNTY SCHOOL PANHANDLE SERVICE AREA**~~

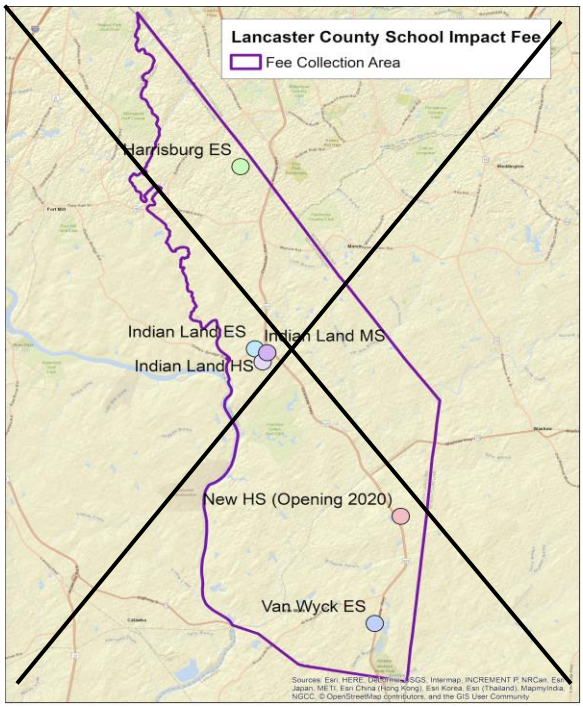
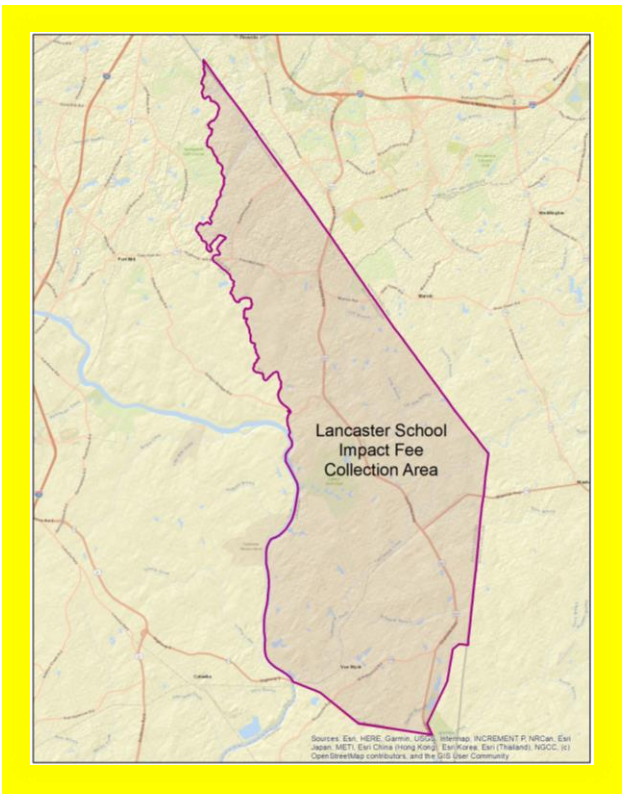


FIGURE 1: LANCASTER COUNTY SCHOOL PANHANDLE SERVICE AREA



SECTION 3. INCORPORATION OF SUPPORT STUDY

The County relies on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for School development impact fees, and the capital improvement plan (CIP) for School facility system improvements set out in *Development Impact Fee Study* prepared by TischlerBise, dated March 18, 2021 and in the amendment and update thereof dated November 24, 2021 (hereinafter "School development impact fee study"). The School development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on School facility system improvement needs.

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 COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021
Second Reading: January 10, 2022
Public Hearing: January 10, 2022
Third Reading: January 24, 2022

Approved as to form:

_____
John DuBose, County Attorney

School Development Impact Fee Study and Capital Improvement Plan

Prepared for:
Lancaster County School District

November 24, 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 5

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

APPENDIX A: HOUSING AFFORDABILITY ANALYSIS 20
South Carolina Development Impact Fee Act 20
Maximum Supportable Development Impact Fee 20
Housing Stock 21
Household Income 21
Cost of Homeownership 22
Existing Lancaster County Impact Fees 23
Cost of Renting 23
Cost Burden Analysis 24
Conclusion 25

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

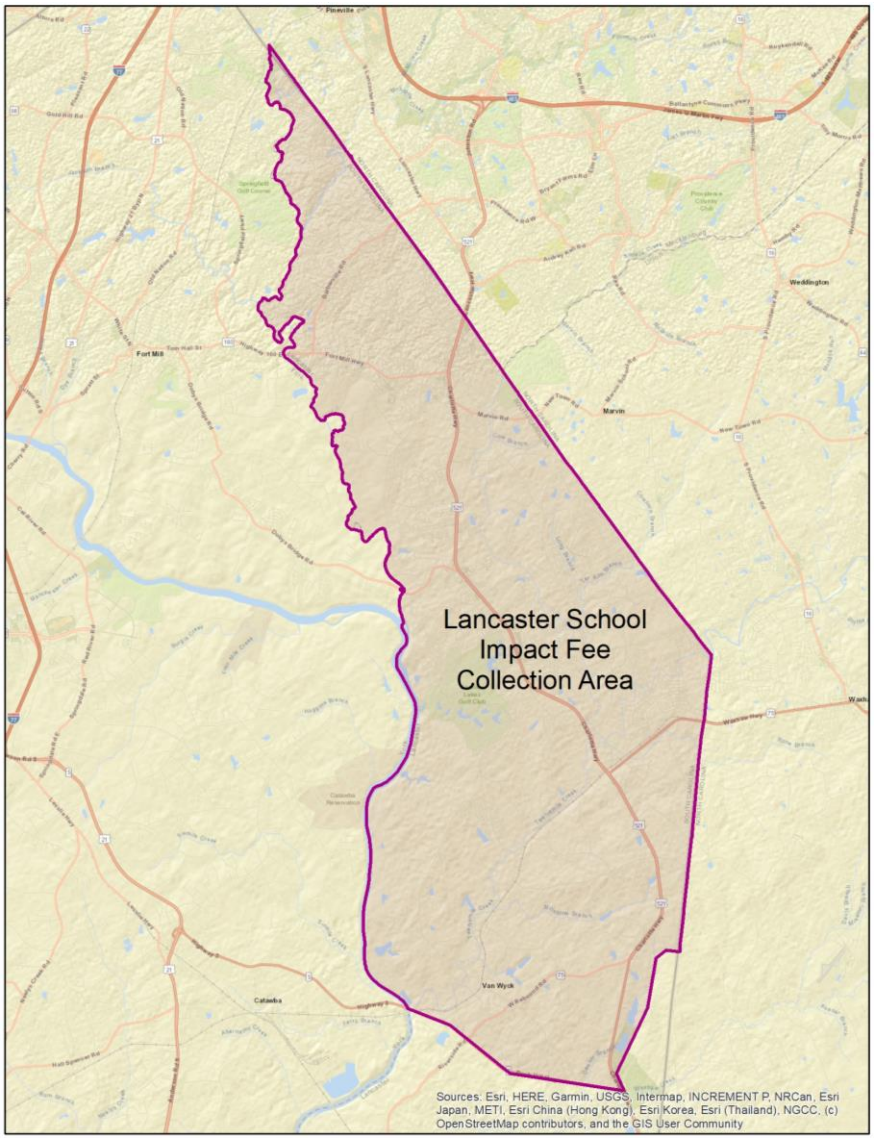
Regardless of the methodology, a consideration of "credits" is integral to the development of a legally defensible development impact fee methodology. There are two types of "credits" with specific characteristics, both of which should be addressed in development impact fee studies and ordinances.

- 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**

APPENDIX A: HOUSING AFFORDABILITY ANALYSIS

Section 6-1-930(2) of the South Carolina Development Impact Fee Act requires:

> *"Before imposing a development impact fee on residential units, a governmental entity shall prepare a report which estimates the effect of recovering capital costs through impact fees on the availability of affordable housing within the political jurisdiction of the governmental entity."*

In accordance with South Carolina Development Impact Fee Act, this chapter estimates the effects of imposing the maximum supportable development impact fees on the affordability of housing in the Lancaster County. The analysis will examine the current household income and housing expenses that burden an average household in the County. Next, the maximum supportable development impact fee will be included in the cost burden analysis to identify the effect the proposed development impact fees will have on affordable housing.

A similar analysis was completed in the TischlerBise development impact fee study for Lancaster County and County facilities. **To ensure that the results are comparable, dollars have been inflated to the same date July, 2020.**

South Carolina Development Impact Fee Act

Affordable housing is defined in South Carolina Development Impact Fee Act as housing to families whose incomes do not exceed 80 percent of the median income for the service area or areas within the jurisdiction of the governmental entity. The Act does not mention a preferred methodology to examine the household's whose income does not exceed 80 percent of the median income. Therefore, the analysis uses the US Housing and Urban Development's (HUD) criteria that housing should be 30 percent or less of a household's income. The cost of housing is "moderately burdensome" if its cost burden is over 30 percent and "severely burdensome" if the ratio is over 50 percent.

Maximum Supportable Development Impact Fee

The development impact fees found in Figure 17 represent the highest amount supportable for housing units by housing type, which represents new growth's fair share of the cost for capital facilities. The County may adopt fees that are less than the amounts shown. However, a reduction in development impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service. The housing affordability analysis will assume a conservative condition for assessing the effect of the development impact fee on affordable housing in Lancaster County (i.e., the maximum supportable development impact fee amount). If the County Council were to choose a lower development impact fee amount, the results presented in this report would improve.

Figure 17. Maximum Supportable Development Impact Fee

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

Housing Stock

Listed in Figure 18, the majority of housing in the service area is single family units. Additionally, the majority of owner-occupied units are single family, while renter-occupied units are a mix of the three housing types.

Figure 18. Housing Stock Characteristics

Units in Structure	Owner-Occupied		Renter-Occupied		Renter & Owner Combined				
	Persons	Hsehlds	Persons	Hsehlds	Persons	Hsehlds	Hsg Units	PPHH	PPHU
Single family [1]	28,959	11,250	2,142	664	31,101	11,914	12,522	2.61	2.48
2 to 4	38	38	30	30	68	68	68	1.00	1.00
5 or more	40	21	604	266	644	287	329	2.24	1.96
Total	**29,037**	**11,309**	**2,776**	**960**	**31,813**	**12,269**	**12,919**	**2.59**	**2.46**

Vacant HU	650
Occupancy Rate	95%

Summary by Type of Housing	Totals						
	Persons	Hsehlds	Hsg Units	PPHH	PPHU	Hhld Mix	Hsg Mix
Single Family [1]	31,101	11,914	12,522	2.61	2.48	97%	97%
Multifamily [2]	712	355	397	2.01	1.79	3%	3%
Total	**31,813**	**12,269**	**12,919**	**2.59**	**2.46**	**100%**	**100%**

[1] Includes attached and detached single family homes and mobile homes
[2] Includes all other types
Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates

Household Income

The purchasing power of residents to secure housing is represented by personal income. Personal income includes all wages, tips, and bonuses from employment, as well as retirement income earned from a pension plan or retirement account. In the analysis, household income represents all residents living in the housing unit, no matter relationship. From the US Census Bureau American Community Survey, in 2018 the median annual household income for owner-occupied household in the Greater Panhandle Service Area was $82,294. By using the US Bureau of Labor Statistics' CPI Calculator, the current household income is estimated at $84,616. The annual income for a household making 80 percent of the area's median is $67,693, or $5,641 per month. This is done for renter-occupied households as well.

Figure 19. Median Household Income

Tenure	Median Annual Hsehold Income (2018)	Median Annual Hsehold Income (2020)	80% of Median Annual Income	Monthly Income
Owner-occupied	$82,294	$84,616	$67,693	**$5,641**
Renter-occupied	$52,868	$54,360	$43,488	**$3,624**

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates; U.S.
Note: American Community Survey data represents information as of June, 2018. CPI calculator calculates median income to July, 2020 dollars.

Cost of Homeownership

The analysis uses nine categories to calculate the baseline cost of homeownership: purchase price; mortgage payment; property tax; existing Lancaster County impact fees; fire district fee; solid waste collection fee; water, sewer and electric utilities; telephone, cable and internet utilities; and homeowners insurance.

The following section details the costs included.

Purchase Price

The median home value is used to estimate the purchase price of a home. The American Community Survey estimates that the median value of a home in the service area in 2018 was $263,543 (US Census Bureau, 2014-2018 American Community Survey 5-Year Estimates). With the US Bureau of Labor Statistics' CPI Calculator, the current home value is estimated to be $270,981. Furthermore, the proposed maximum supportable impact fee for Lancaster County (conducted by TischlerBise and not yet adopted) is included in the home value. This results in a total purchase price of $273,214.

Mortgage Payment

A conventional, fixed-rate 30-year mortgage is assumed to estimate monthly costs of principal and interest on a home loan. The down payment for a loan is assumed to be 20 percent of the purchase price ($273,214 x 20% = $54,643). The loan amount for the mortgage is determined by subtracting the down payment from the purchase price ($273,214 - $54,643 = $218,571). As of October 7th, 2020, an interest rate of 3.00 percent is assumed for the home purchase based on a survey of competitive interest rates in Lancaster County (www.nerdwallet.com). The monthly mortgage payment is $922.

Property Tax

To calculate annual property tax, homes in Lancaster County that are permanent residences are subject to 4 percent assessment ratio and a property tax millage rate. Depending on their location, residents are subject to a property tax for municipal services, school services, and fire services. The average total millage rate is 338.15. Furthermore, there is a credit for sales tax in Lancaster County which reduces resident's property tax bill. The credit is 0.072 percent of the home value. For an average valued home in Lancaster County, the credit is $198.

As a result, the analysis assumes an annual property tax for the average valued home is $3,498 ($273,214 x 4% x 338.15 / 1,000 = $3,695 [gross property tax bill] - $198 [sales tax credit] = $3,498).

Existing Lancaster County Impact Fees

Although not adopted at the time of this study, TischlerBise is conducting a development impact fee study for Lancaster County for County facilities. Taking a conservative approach to the affordability analysis, the maximum supportable fee amounts in the Lancaster County study are included in the base conditions. The maximum supportable amount for single family units is $2,233 and is included in the property value and property tax calculation. The maximum supportable amount for multifamily units is $1,586 and is assumed to be recovered by the owner over 30 years.

Fire District Fee

In the Pleasant Valley and Indian Land Fire Districts there is an annual fee of $75 that each household pays which helps fund debt service and operations. Although, this fee does not exist throughout the Impact Fee Service Area, a conservative approach is taken, and the fee included in the affordability analysis.

Solid Waste Collection Fee

A weekly pick-up service for trash and recycling was researched online. The service was found to cost an average of $28 per month (Active Waste Solutions).

Water, Sewer, and Electric Utilities

Based on a 2019 survey by South Carolina Rural Infrastructure Authority Office of Local Government, residential customers in Lancaster County Water and Sewer District averaged $43 per month for water and $35.93 per month for sewer.

Additionally, for an average household that uses 1,000 kilowatts of electricity per month, Dominion Energy charges $108.

As a result, there is an estimated monthly bill of $187 per month for these utilities.

Telephone, Cable, and Internet Utilities

Spectrum is a provider of telephone, cable, and internet in Lancaster County. From their website, the three services costs $100 per month.

Homeowner's Insurance

Homeowner's insurance provides protection for the home and is generally required when a home has a mortgage. Conservatively, monthly insurance is estimated to be 10 percent of the monthly mortgage payment or $92.

Monthly Payment

By compiling the month obligations, it is estimated that the monthly cost for homeownership is $1,627. At the end of this chapter the monthly costs are listed in Figure 22.

Cost of Renting

The cost of renting a home in the Greater Panhandle Service area is estimated with data provided by the US Census Bureau. In 2018, the median gross rent (including all utilities and rental insurance) is estimated

to be $1,255. With the US Bureau of Labor Statistics' CPI Calculator, the current cost of renting is estimated to be $1,290. Furthermore, the proposed multifamily maximum supportable impact fee for Lancaster County (conducted by TischlerBise and not yet adopted) is included in the home value. This results in a total cost of renting of $1,294.

Cost Burden Analysis

The cost burden for affordable housing is measured as the ratio between monthly payments for housing (including property tax, fee, utilities, and insurance) and monthly gross household income. An analysis was conducted for residents that purchase a home and residents that rent a home. A cost burden ratio of 30 percent is used as the threshold to determine housing affordability in the service area.

Scenario 1: Baseline Conditions

Figure 20 summarizes the cost burden analysis for residents purchasing or renting a median valued home without the proposed maximum supportable development impact fee included. Based on the results, owner-occupied housing costs are below the affordability cost burden for households whose income is 80 percent of the area's median income. Renter-occupied housing costs are above the threshold.

Figure 20. Scenario 1: Cost Burden Analysis without Maximum Supportable Development Impact Fee

Tenure	Monthly Income (80% of Median)	Monthly Cost	Cost Burden
Owner-Occupied	$5,641	$1,627	**28.8%**
Renter-Occupied	$3,624	$1,294	**35.7%**

Scenario 2: Baseline Condition + Proposed Development Impact Fee

In the second scenario, the maximum supportable development impact fee is included into the cost burden analysis to highlight the effects the fee has on housing affordability. Indicated in Figure 18, owner-occupied housing units are predominately single family units and renter-occupied housings is mixed between the three categories (single family, 2 to 4 units, and 5 or more). Since the development impact fee is calculated by housing size, the owner-occupied housing unit will be assessed the fee for a single family detached unit ($8,202) and the renter-occupied housing unit will be assessed the fee for an average sized multifamily unit ($8,701).

The analysis takes a conservative approach and assumes the purchase price of the median home is raised by the development impact fee. This ultimately increases the household's mortgage payment and property tax, see Figure 22. For renter-occupied housing units, the analysis assumes that the development impact fee will be recouped by the landlord through an increase in monthly rent and will be recouped over 30 years.

Listed in Figure 21, the monthly costs for owners and renters only marginally increases with the maximum supportable development impact fee. The cost burden for owner-occupied housing only increases by 0.5 percentage points while the increase in costs for renter-occupied housing increases by 0.7 percentage points.

Figure 21. Scenario 2: Cost Burden Analysis with Proposed Development Impact Fee

Tenure	Monthly Income (80% of Median)	Monthly Cost	Cost Burden
Owner-Occupied	$5,641	$1,653	**29.3%**
Renter-Occupied	$3,624	$1,318	**36.4%**

Conclusion

The South Carolina Development Impact Fee Act requires preparation of a report that estimates the effect of imposing development impact fees on affordability of housing in the jurisdiction. To calculate the effect, a household that earns 80 percent of the median income should have a cost burden ratio of 30 percent or less for housing. Currently, home ownership is below the affordability threshold, but renting is above the threshold. **This analysis has concluded that the maximum supportable development impact fee results in a marginal increase to the monthly cost for residents and that the increase is low enough that the existing cost burdens are unaffected.** As noted, this analysis takes a conservative approach and assumes that the development impact fees are absorbed entirely by the home occupants. If the County Council were to choose a lower development impact fee amount, the results presented in this report would improve.

Figure 22. Cost of Homeownership

	Monthly Payment Calculation	
	Scenario 1 Baseline Condition	**Scenario 2 Baseline Condition + Impact Fee**
Purchase Price	$273,214	$279,183
Down Payment	$54,643	$55,837
Loan Amount	$218,571	$223,346
Loan Length (Years)	30	30
Loan Length (Months)	360	360
Yearly Interest Rate	3.00%	3.00%
Monthly Interest Rate	0.25%	0.25%
Monthly Payment	$922	$942
Property Tax (per month)	$292	$298
Fire District Residential Fee	$6	$6
Stormwater Fee	$28	$28
Water, Sewer & Electric Utilities	$187	$187
Telephone, Cable & Internet Utilities	$100	$100
Homeowners Insurance	$92	$92
Monthly Cost	**$1,627**	**$1,653**

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1172-R2021
Contact Person / Sponsor: John DuBose- County Attorney
Department: Attorney
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Whether to accept the donation of a 1.15 acre parcel of real property located adjacent to a 16.1 acre parcel of property owned by Lancaster County.

Points to Consider:
Bailes Investment Associates, LLC, has submitted a deed to Lancaster County for the proposed donation of a 1.15-acre parcel of real property (a portion of tax map parcel 0007-00-025.00), with the donated property restricted to park use;

The 1.15 acre donation parcel is adjacent to real property owned by Lancaster County (tax map parcel 0007-00-027.00), containing a small parking area, greenway and nature trail upon a 16.1 acre parcel.

The form of the deed for the property (Exhibit 1 to the Resolution) is included in the agenda materials.

A plat of the donation parcel is included in the agenda materials as well as a GIS screen capture of the adjacent Lancaster County parcel.

Funding and Liability Factors:
Not applicable.

Council Options:
Approve or disapprove acceptance of the donated parcel.

Recommendation:
N/A

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1172-R2021	12/1/2021	Resolution
Exhibit 1 to Resolution 1172-R2021 - Title to Real Estate	12/1/2021	Exhibit
Plat of proposed donation parcel	12/1/2021	Backup Material
GIS image of adjacent Lancaster County property	12/1/2021	Backup Material

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 1172-R2021**
COUNTY OF LANCASTER)

A RESOLUTION APPROVING ACCEPTANCE OF A DONATED 1.15 ACRE PARCEL OF PROPERTY (A PORTION OF TAX MAP NUMBER 0007-00-025.00) FROM BAILES INVESTMENT ASSOCIATES, LLC, FOR PARK USE BY LANCASTER COUNTY

WHEREAS, Bailes Investment Associates, LLC, has submitted a deed to Lancaster County for the proposed donation of a 1.15-acre parcel of real property (a portion of tax map parcel 0007-00-025.00), with the donated property restricted to park use;

WHEREAS, the abovementioned 1.15 acre donation parcel is adjacent to real property owned by Lancaster County (tax map parcel 0007-00-027.00), containing a small parking area, greenway and nature trail upon a 16.1 acre parcel;

WHEREAS, Lancaster County Council believes that the donation parcel may enhance and aid in the utilization of its adjacent greenway property;

WHEREAS, Section 4-9-30 of the South Carolina Code of Laws grants counties the authority to acquire real property;

WHEREAS, Lancaster County Council finds that acceptance of the donated parcel of real property is in the best interest of Lancaster County.

NOW, THEREFORE, BE IT RESOLVED by the Council of Lancaster County, South Carolina:

Upon review and consideration of the proposed deed and supporting documentation, it is resolved that Lancaster County Council approves the County acquiring the donated property and that the property described in the proposed deed, attached hereto and incorporated herein by reference as **Exhibit 1,** be transferred to Lancaster County, South Carolina.

> That certain tract or parcel of land situated, lying and being in Indian Land, Lancaster County, State of South Carolina, and being more particularly described as follows:
>
> BEING all of that certain 1.150-acre tract of land shown as "Village Square Tract C, 1.150 Acre" on plat prepared by Yarbrough-Williams & Houle, Inc., dated August 5, 2021, and recorded in Plat Book 2021, Page 622, in the Office of the Register of Deeds for Lancaster County, South Carolina. Reference to said plat is craved for a more minute description.

The deed for the property is to be in substantially the form as attached **Exhibit 1** and is hereby approved, or with such minor changes therein as shall be approved by the officials of the County accepting and recording the Deed, their acceptance and recordation thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Deed attached to this Resolution. The County Administrator is herewith authorized to execute the deed

and such documents as reasonable to implement the purpose of this Resolution.

IT IS SO RESOLVED by County Council this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John DuBose, County Attorney

Prepared By:

Irvin Law Group, PLLC
19726 Zion Avenue
Cornelius, North Carolina 28031

After Recording Mail to:

Grantee

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **BAILES INVESTMENT ASSOCIATES, LLC,** a North Carolina limited liability company (hereinafter referred to as "Grantor"), whose address is 2400 South Boulevard, Suite 300, Charlotte, NC 28203 for and in consideration of the sum of good and valuable consideration [See Attached Affidavit of Value] to Grantor in hand paid at and before the sealing of these presents by **LANCASTER COUNTY,** South Carolina, a body politic and a political subdivision organized and existing under the laws of the State of South Carolina (hereinafter referred to as "Grantee"), of County Administration Building, 101 N. Main Street, 2nd floor, Lancaster, SC 29720 (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the Exceptions (as defined below), unto said Grantee, its Successors and Assigns, the following described property (the "Premises"), to wit:

> SEE EXHIBIT A WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR PROPERTY DESCRIPTION.
>
> TAX MAP NUMBER: TAX MAP NUMBER: p/o 0007-00-025.00.
>
> DERIVATION: Being a portion of the property conveyed to Bailes Investment Associates, LLC by deed from Bailes Limited Partnership, dated July 17, 2002, and recorded July 23, 2002 in Deed Book 164, Page 328 in the Office of the Lancaster County Register of Deeds.

The Premises is conveyed subject to the following exceptions and restrictions: See Exhibit B attached hereto and incorporated by reference (collectively referred to herein as the "Permitted Exceptions").

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned, unto said Grantee, its successors and assigns, forever.

AND subject to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns, to warrant and forever defend all and singular the said Premises unto said Grantee, and Grantee's successors and assigns, against Grantor and Grantor's successors and assigns and Grantor does further covenant that Grantor has not done or suffered anything whereby the said Premises have been encumbered in any way whatsoever by said Grantor, except as set forth hereinabove.

IN WITNESS WHEREOF, said Grantor has caused the within Title to Real Estate to be executed and delivered by and through the officer hereinafter named, he being duly authorized, on this _____ day of _____, 2021

[SIGNATURES APPEAR ON THE NEXT PAGE]

Signed, sealed and delivered
in the presence of

BAILES INVESTMENT ASSOCIATES, LLC, a North Carolina limited liability company

By: Crosland-Bailes, LLC, a North Carolina limited liability company, its Manager

_____
Witness #1
Print Name:_____

By: Crosland Manager, LLC, a North Carolina limited liability company, its Manager

_____
Witness #2
Print Name:_____

By: _____(Seal)
Name: James E. Merrifield
Title: Authorized Person

STATE OF NORTH CAROLINA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by James E. Merrifield, Authorized Person of CROSLAND MANAGER, LLC, a North Carolina limited liability company ("Crosland"), Manager of CROSLAND-BAILES, LLC, a North Carolina limited liability company ("CBL"), Manager of BAILES INVESTMENT ASSOCIATES, LLC, a North Carolina limited liability company ("Bailes"), on behalf of Crosland acting as manager of CBL, acting as manager of Bailes.

_____[SEAL]
Notary Public for _____
Notary's Printed Name: _____
My commission expires:_____

EXHIBIT A

Special Warranty Deed
From
Bailes Investment Associates, LLC
To
Lancaster County

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

BEING all of that certain 1.150 acre tract of land shown as "Village Square Tract C, 1.150 Acre" on plat prepared by Yarbrough-Williams & Houle, Inc., dated August 5, 2021, and recorded in Plat Book 2021, Page 622, in the Office of the Register of Deeds for Lancaster County, South Carolina. Reference to said plat is craved for a more minute description.

EXHIBIT B

1. Title to the Premises is conveyed subject to the following:

   a. There is hereby reserved unto Grantor the right to construct seventeen (17) high-density multifamily units on that certain property shown on plat recorded as Plat No. 2020, Page 429 (the "Multi-Family Tract"). Such right is being transferred from the Premises to the Multi-Family Tract.

   b. Property is restricted to park use. Residential and commercial uses are prohibited.

   Grantee by acceptance of this Deed, does hereby agree to be bound by such restrictions, which shall run with the land and inure to the benefit of Grantor, its successors and assigns.

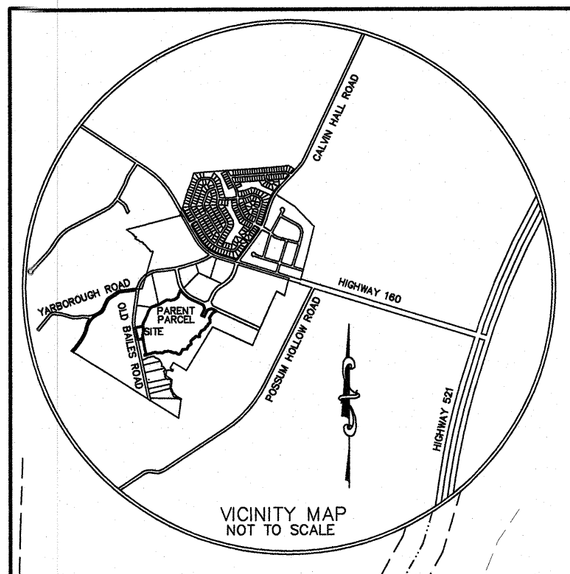
2. Title to the Premises is conveyed subject to the following additional exceptions:

   a. Taxes for the year 2021, a lien but not yet due and payable;

   b. All easements, covenants, conditions and restrictions of record and matters of survey;

   c. All matters shown on survey prepared by plat prepared by Yarbrough-Williams & Houle, Inc., dated August 5, 2021, and recorded in Plat Book 2021, Page 622, in the Office of the Register of Deeds for Lancaster County, South Carolina, and

   d. The PDD-5 Ordinance 458 of Lancaster County, South Carolina.



VICINITY MAP
NOT TO SCALE

SOUTH CAROLINA
YARBROUGH-WILLIAMS & HOULE, INC.
No.C00332
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
PROFESSIONAL LAND SURVEYOR
No. 23577
SEAN T. WILLIAMS

Certificate of Accuracy

I hereby state that the plan shown and described hereon is a true and correct survey to the accuracy required by the Lancaster County Land Development Regulations and the monuments shown have been placed to the specifications set forth in said regulations.

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

Registration No.23577
AUGUST 5, 2021

SEAN T. WILLIAMS
Professional Land Surveyor

BAILES RIDGE BUSINESS PARK
NOW OR FORMERLY
BAILES INVESTMENT ASSOCIATES, LLC
DEED: 164-918
PARCEL#007-00-015.00

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C2	917.00	32.14	32.14	S11°02'15"E	02°00'27"

LINE TABLE		
LINE	LENGTH	BEARING
L121	21.32	S00°43'20"W
L122	31.14	S15°27'37"E
L123	37.85	S02°22'59"W
L124	29.57	S11°37'20"E
L125	39.08	N05°40'05"E
L126	41.37	N10°27'56"E
L127	24.47	N35°15'55"E
L128	89.23	S07°23'59"E

CERTIFICATE OF OWNERSHIP AND DEDICATION

IT IS HEREBY CERTIFIED THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY DEDICATE STREETS, ACCESS EASEMENTS & UTILITY EASEMENTS AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. I(WE) HEREBY CONSENT TO THE EASEMENTS SHOWN HEREON.

8/10/21 — Jimmy E. Murkiella
DATE — OWNER BAILES INVESTMENT ASSOCIATES, LLC

CERTIFICATE OF REVIEW OFFICER

I _____ REVIEW OFFICER OF LANCASTER COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE _____
REVIEW OFFICER

CERTIFICATE OF PLANNING DEPT

I HEREBY THAT THE SUBVICION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE UNIFIED DEVELOPMENT ORDINANCE AN ALL OTHER APPROPRIATE COUNTY REGULATIONS EXCEPT FOR SUCH VARIANCE PERMITS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT THIS PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION FOR RECORDING IN THE OFFICE OF THE LANCASTER COUNTY CLERK OF COURT.

_____
DATE SECRETARY, PLANNING COMMISSION

LEGEND

CL – CENTERLINE
EOP – EDGE OF PAVEMENT
F.F.E. – FINISHED FLOOR ELEVATION
PL – PROPERTY LINE
R/W – RIGHT OF WAY
SAN. SEW. R/W – SANITARY SEWER RIGHT-OF-WAY
SDE – STORM DRAINAGE EASEMENT
ST – 30'X30' SIGHT TRIANGLE
PP – POWER POLE FOR OVERHEAD POWER LINE

FLOOD CERTIFICATION

THIS IS TO CERTIFY THAT PART OF THE PROPERTY SHWN ON THE PLAT IS LOCATED IN A SPECIAL FLOD HAZARD AREAAS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, COMMUNITY NUMBER 45057C-0040D & 45057C-0080D, DATED JUNE 16, 2011.

BAILES RIDGE BUSINESS PARK
NOW OR FORMERLY
BAILES INVESTMENT ASSOCIATES, LLC
DEED: 164-918
PARCEL#007-00-015.00

APPROVED FOR RECORDING
Rex Burdge Planning Official
Date Approved: 9-1-2021
Must be recorded by: 3-1-2022

BUILDING & FILL SETBACKS (FROM STREAMS OUTSIDE DESIGNATED FLOODPLAINS)

IN ANY AREA THAT IS LOCATED OUTSIDE A DESIGNATED FLOODPLAIN, BUT WHERE A STREAM IS LOCATED, NO BUILDING OR FILL SHALL BE LOCATED WITHIN A DISTANCE OF THE STREAM BANK EQUAL TO FIVE (5) TIMES THE WIDTH OF THE STREAM AT THE TOP OF THE BANK OR 25 FEET EACH SIDE FROM THE TOP OF THE BANK, WHICHEVER IS GREATER, UNLESS CERTIFICATION WITH SUPPORTING TECHNICAL DATA BY A REGISTERED PROFESSIONAL ENGINEER IS PROVIDED DEMONSTRATING THAT SUCH ENCROACHMENTS SHALL NOT RESULT IN ANY INCREASE IN FLOOD LEVELS DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.

GENERAL NOTES:

THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

AREA CALCULATED BY COORDINATE METHOD

THIS PROPERTY IS NOT LOCATED WITHIN A FEMA REGULATED FLOODPLAIN PER FEMA MAP #4501200015B.

1/2" REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

ALL SEWER AND STORM EASEMENTS ARE 20'

A 30'x30' SIGHT TRIANGLE LOCATED AT ALL INTERSECTIONS.

THIS PROPERTY SUBJECT TO THOSE GENERAL UTILITY EASEMENTS RECORDED FOR THIS SITE. INCLUDING THE GENERAL DUKE POWER CO. EASEMENT RECORDED IN DEED BOOK G3 PAGE 581.

SURVEY DONE WITHOUT BENEFIT OF A FULL TITLE SEARCH
THIS PROPERTY MAY BE SUBJECT TO THOSE RIGHTS-OF-WAY AND EASEMENTS OF RECORD WHICH MAY NOT HAVE BEEN OBSERVED IN THE FIELD BUT WHICH WOULD BE DISCLOSED BY A FULL TITLE SEARCH

DEVELOPMENT DATA

THE ZONING IS BAILES RIDGE PLANNED DEVELOPMENT DISTRICT (PDD-5)

PARCEL ID #0007-22-025.00 FOR PROPERTY.

TOTAL SITE ACREAGE: 1.150 ACRES

BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: = 40' FROM R/W
*REAR: = 20'
*SIDE: = 20'

MAX BUILDING HEIGHT 60' (NO BUILDING HEIGHT SHALL EXCEED 35' UNLESS APPROVED BY THE CHIEF OF THE PLEASANT VALLEY VOLUNTEER FIRE DEPARTMENT.)

* THE SIDE OR REAR YARD SETBACK REQUIREMENT ALONG PROPERTY LINES WHICH ARE ADJACENT TO ANY RESIDENTIALLY ZONED PROPERTY SHALL BE EQUAL TO THE HEIGHT OF THE PROPOSED BUILDING OR 20' WHICHEVER IS GREATER.

MIN. LOT AREA 43,560 S.F. (1 ACRE)

THIS PROPERTY MAY BE SUBJECT TO THE CONDITIONS AND RESTRICTIONS OF BAILES RIDGE BUSINESS PARK.

BOUNDARY NOTE

BOUNDARY OF THE BAILES RIDGE BUSINESS PARK AND BEARINGS BASED ON FIELD MONUMENTATION FOUND AS SHOWN AND ON THE BOUNDARY AND TOPOGRAPHIC SURVEY OF THE BAILES LIMITED PARTNERSHIP ET AL PROPERTY BY LEO ZOUTEWELLE SURVEYOR, DATED SEPT., 23, 1998.

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.

BAILES RIDGE BUSINESS PARK
NOW OR FORMERLY
BAILES INVESTMENT ASSOCIATES, LLC
DEED: 164-918
PARCEL#007-00-015.00

BAILES RIDGE BUSINESS PARK
NOW OR FORMERLY
BAILES INVESTMENT ASSOCIATES, LLC
DEED: 164-918
PARCEL#007-00-015.00

BAILES RIDGE BUSINESS PARK
NOW OR FORMERLY
BAILES INVESTMENTS ASSOCIATES, LLC
DEED: 164-918, DEED: T-119,
DEED: V 2-523, DEED: 15-395 & 365,
DEED: 16-1 & DEED: R 2-618
TAX# 5-30

BAILES RIDGE BUSINESS PARK
NOW OR FORMERLY
BAILES INVESTMENTS ASSOCIATES, LLC
DEED: 164-918, DEED: T-119,
DEED: V 2-523, DEED: 15-395 & 365,
DEED: 16-1 & DEED: R 2-618
TAX# 5-30

VILLAGE SQUARE TRACT C
1.150 ACRE
NOW OR FORMERLY
BAILES INVESTMENT ASSOCIATES LLC
PARCEL#007-00-015.00
DEED: 164-918

VILLAGE SQUARE
NOW OR FORMERLY
LANCASTER COUNTY
DEED: 411-163
PARCEL#007-00-017.00

TRACT 2
NOW OR FORMERLY
IGNACY BOGDAN SZTYBER & DANUTO SZTYBER
DEED: 204-350
PLAT: 2001-379
PARCEL# 7-26

TRACT 3
NOW OR FORMERLY
IGNACY BOGDAN SZTYBER & DANUTO SZTYBER
DEED: 204-350
PLAT: 2001-379
PARCEL# 7-26

NOW OR FORMERLY
LANCASTER COUNTY
DEED: 411-163
PARCEL#007-00-017.00

NOW OR FORMERLY
FORRIDGE OF LANCASTER, LLC
DEED: 285-105
PLAT: 2005-236 TRACT A

NOW OR FORMERLY
LANCASTER COUNTY
DEED: 411-163
PARCEL#007-00-017.00

NOW OR FORMERLY
FORRIDGE OF LANCASTER, LLC
DEED: 285-105
PLAT: 2005-236 TRACT A

NOW OR FORMERLY
BAILES INVESTMENTS ASSOCIATES, LLC
DEED: 164-918, DEED: T-119,
DEED: V 2-523, DEED: 15-395 & 365,
DEED: 16-1 & DEED: R 2-618
TAX# 5-30

BAILES RIDGE BUSINESS PARK

1/2" IRON SET
N77°57'32"E 197.22
S12°02'28"E 266.94
N77°57'32"E 132.36
S15°58'08"E 58.26
S11°39'07"E 221.36
S15°41'11"E 3384.57
S45°38'37"E 47.17
S45°38'37"E 34.55

R=917.00
C2 32.14'

40' SETBACK

20' SAN.SEW. R/W

30' PDE - 15' EACH SIDE OF CREEK

BUILDING & FILL SETBACK

40' PDE - 20' EACH SIDE OF CREEK SEE BUILDING & FILL SETBACKS NOTE

TIE TO CL INTERSECTION OF OLD BAILES ROAD & POSSUM HOLLOW ROAD

OLD BAILES ROAD (S-29-349)
EXISTING 66' PUBLIC R/W
EXISTING PAVEMENT

BAILES RIDGE BUSINESS PARK
NOW OR FORMERLY
BAILES INVESTMENT ASSOCIATES, LLC
DEED: 164-918
PARCEL#007-00-015.00

BAILES RIDGE BUSINESS PARK
NOW OR FORMERLY
BAILES INVESTMENT ASSOCIATES, LLC
DEED: 164-918
PARCEL#007-00-015.00

BAILES RIDGE DRIVE
PROPOSED 80' PUBLIC R/W

20' SDE
30' SDE

20' SAN.SEW. R/W

BUILDING & FILL SETBACK

30' PDE - 15' EACH SIDE OF CREEK

NOW OR FORMERLY
BAILES INVESTMENTS ASSOCIATES, LLC
DEED: 164-918, DEED: T-119,
DEED: V 2-523, DEED: 15-395 & 365,
DEED: 16-1 & DEED: R 2-618
TAX# 5-30

BAILES RIDGE BUSINESS PARK

2021017933
PLAT - NO CHARGE
RECORDING FEES $0.00
PRESENTED & RECORDED:
09-01-2021 03:14:25 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER COUNTY, SC
BY: TERRY PARKMAN
BK: PLAT 2021
PG: 622

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

REVISION NOTE.....
THE PURPOSE OF THIS PLAT IS TO RECORD THE 1.150 ACRE PARCEL C FROM TAX ID#0007-00-025.00.

SHEET TITLE
RECORD PLAT – 1.150 ACRES

PROJECT VILLAGE SQUARE SITE–TRACT 10 OF BAILES RIDGE BUSINESS PARK
INDIAN LAND TOWNSHIP, LANCASTER CO., S.C.
OWNER: BAILES INVESTMENT ASSOCIATES, LLC.

YARBROUGH-WILLIAMS & HOULE, INC.
Planning ○ Surveying ○ Engineering
730 Windsor Oak Court (28273) P.O. Box 7007 (28241)
Charlotte, North Carolina
704.556.1990 704.556.0505(fax)

PROJECT NO.
SCALE 1"=100'
DATE 08/05/2021
DRAWN BY YWH
CHECKED BY SFW
ZONED
DRAWING NO.
SHT 2 OF 2 SHTS

PLAT BK 2021 PG 622

92

PLEASE NOTE NEW PHYSICAL ADDRESS-
F. THOMAS ABSTRACT, INC.
1722 Marion St. Ste A
Columbia, SC 29201

FTA File #: 182009

mailing address -
PO Box 1293
Columbia, SC 29202

DATE 04/09/2021

OFFICE 803-771-0622

FAX 803-771-0688

fthomasabstract@gmail.com

TO: Smith Robinson

CONTACT: Shannon YOUR FILE NO:

SEARCH TYPE: research

OWNER: Southpoint Management Group, LLC
PURCHASER: None
COUNTY: Lancaster
Streetname: Old Bailes Rd., 9372
TMS#: 0007-00-026.00
Subdivision or other ID: 3.29 acres known as Tracts 2 & 23 o

FEE:	.....	65.00
COPIES:	.....	12.50
EXPENSES:	.....	
TOTAL:	.....	77.50

Please send payment to: PO BOX 1293
Columbia, SC 29202

Please return invoice with payment or mark check with invoice number!
Due upon receipt

PLEASE NOTE - WE ACCEPT NO LIABILITY FOR THIS WORK UNTIL THE PAYMENT RECEIVED EQUALS THE AMOUNT BILLED.

THANK YOU

SPECIAL NOTES:

MTG SEARCH

RESEARCH SUMMARY

for: *Smith Robinson*

FTA
File #: *182009*

your file # _____

Address: **9372 Old Bailes Rd.,**
Indian Land, SC 29707

Tax id#: **0007-00-026.00**

Property: **3.29 acres known as Tracts 2 & 3 as shown on plat 2002/379**

County: **Lancaster**

Period Examined: **September 9, 2010** to: **April 1, 2021**

Land and names were checked for mortgages from current deed forward as per request. Liens were not checked.

Present Owner: **Southpoint Management Group, LLC**
subject to review of documents provided

Probate records: n/a
for above owners

Derivation
Grantor: **LSH Properties 2010, LLC**
Grantee: Southpoint Management Group, LLC
Book: **578** Page: **286**
Dated: **August 31, 2010** Recorded: **September 9, 2010**
Consid.: **$835,000.00**

Mortgages of Record
Mortgagor: **Southpoint Management Group, LLC**
Mortgagee: **South State Bank**
Book: **2931** Page: **282**
Dated: **February 18, 2015** Recorded: **February 24, 2015**
Original Amount: **$1,285,000.00**

Assignments: **none**

Judgments: **NOT SEARCHED**

Lis Pendens: **NOT SEARCHED**

Mech. Liens: **NOT SEARCHED**

State Tax Liens: **NOT SEARCHED**

SCDOR Search: Searching by the following names/entities:
The attached printout is the results of the search on
Within this list, We see possible
liens on subject names. SCDOR search is for information only and should be verified with an additional search using SS# and other specific identifying information.

Fed. Tax Liens: **NOT SEARCHED**

U.C.C. Liens: **NOT SEARCHED**

Restrictions: **NOT SEARCHED**

Easements: **as on deeds and plats**
859/59 - RW agreement to Lancaster County... r-07/24/15

Plats: **2002/379**

tax map

Property Taxes 2020 Receipt Number:
TMS NO.: ***NOT CHECKED***
$ Tax Amount: Date Paid: _____
Ttl. w/Penalty: _____ Prior Years Due: _____
Taxed in Name of:
Dstrct: Assessment: @: %
Rollback Assess:
additional info:
2019 taxes:
2018 taxes:
2017 taxes:

Purchaser: **NONE GIVEN / NONE CHECKED**

This title abstract represents a search of the public records that are housed in the Register of Deeds Office & the Clerk of Court Office. This abstract is not an opinion of title. This abstract consists of the Title Summary above as well as all documents attached or listed. All documents should be reviewed. Any documents relevant are available upon request. This abstract of title is submitted under the supervision of the attorney for whom it was compiled.

Search typed on: April 9, 2021

F. THOMAS ABSTRACT, Inc.

Richard Thomas

Prepared by and Return to:
Shaw Law Firm
1339 Ebenezer Road
Rock Hill, SC 29732

LANCASTER COUNTY ASSESSOR
Tax Map:
0007 00 026 00

RECORDED THIS 9th DAY
OF SEPTEMBER, 2010
IN BOOK 2010 PAGE L-1
Cheryl H. Morgan
Auditor, Lancaster County, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That **LSH PROPERTIES 2010, LLC,** (the "Grantor") in the State aforesaid, for and in consideration of the sum of **SEE AFFIDAVIT** and no other consideration to it paid by **SOUTHPOINT MANAGEMENT GROUP, LLC** a South Carolina limited liability company (the "Grantee"), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release subject to the easements, restrictions, reservations and condition set forth on Exhibit B (the "Exceptions") unto the said Grantee, aforesaid, subject to the below stated Exceptions, its Successors and Assigns any and all rights and interest in the following described real property (the "Premises") to wit:

SEE EXHIBIT A ATTACHED HERETO

TAX PARCEL NO.: 0007-00-026.00

Mailing Address: 9358 Old Bailes Road, Fort Mill, SC 29707

TOGETHER, with, subject to the Exceptions shown in Exhibit B, all and singular the Rights, Member, Hereditaments and Appurtenances, to the said Premises belonging, or in anyway incident or appertaining.

TO HAVE AND TO HOLD, subject to the Exceptions, all and singular, the said Premises before mentioned, unto said Grantee, as aforesaid, its Successors and Assigns, forever.

AND the Grantor hereby bind the Grantor and the Grantor's Successors and Assigns to warrant and defend all and singular the said Premises, subject to the above Exceptions, unto the said Grantee, as aforesaid, its Successors and Assigns, against the Grantor and the Successors and Assigns of the Grantor lawfully claiming, but against no others.

2010009713
DEED $11.00
RECORDING FEES $2171.00
STATE TAX $918.50
COUNTY TAX
PRESENTED & RECORDED:
09-09-2010 11:00 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY
BK:DEED 578
PG:286-290

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name this 31st day of August, 2010.

Signed, Sealed and in the
Presence of

LSH PROPERTIES 2010, LLC

BY: _____(SEAL)
Larry Huneycutt, Member

STATE OF NORTH CAROLINA)
)
COUNTY OF CABARRUS)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 31st day of August, 2010 by Larry Huneycutt as Member of LSH Properties 2010, LLC, in his capacity as Member on behalf of the company.

_____(SEAL)
NOTARY PUBLIC FOR
My Commission Expires: June 26, 2011

[Notarial Seal]

SUSAN MARIE GROSSE
Notary Public, North Carolina
Cabarrus County
My Commission Expires
June 26, 2011

Exhibit A

Legal Description

All that certain parcel of real property lying and being situate in Indian Land Township, Lancaster County, South Carolina containing 3.29 acres more or less and being shown and designated as Tract 2 and Tract 3 on that certain plat entitled "Tracts 2-8 Bailes Ridge Business Road" by Yarborough, Williams & Houle, Inc. dated May 5, 2002 and recorded July 22, 2002 in Plat Book 2002 at page 379 in the Office of the Clerk of Court for Lancaster County, South Carolina.

DERIVATION: This being the identical property conveyed to LSH Properties 2010, LLC by deed of Carolina First Bank dated January 1, 2010 and recorded January 26, 2010 in Book 549 at page 129, in the Office of the Clerk of Court for Lancaster County, South Carolina.

EXHIBIT B

1. Real estate taxes and assessments for the year 2010 and subsequent years which are not yet due and payable;

2. Asessments and maintenance charges as set forth in Restrictive Covenants recorded in Deed Book 165 at page 1, aforesaid records.

3. Restrictive covenants and easements contained therein appearing of record in Deed Book 165, page 1, aforesaid records..

4. Plat of survey prepared for Tracts 2-8 Bailes Ridge Business Park by Yarbrough-Williams & Houle, Surveyor, dated May 2, 2002, and recorded as Plat Doc #2002-0379, discloses the following, together with any appropriate easements:

(a) building setback lines of 40 feet from R/W, 20 feet rear and 20 feet sides, except that rear and side setbacks along property lines which are adjacent to any residentially zoned property shall be equal to the height of the proposed building or 20 feet whichever is greater;

(b) building and fill setbacks located outside a designated floodplain but where a stream is located shall be within a distance of the stream bank equal to 5 times the width of the stream at the top of the bank or 25 feet each side from the top of the bank, whichever is greater;

(c) public drainage easement 40 feet in width or 20 feet each side of creek;

(d) buffer and open space easement;

(e) 20 foot type 2 buffer along road right-of-way;

(f) right of way of Old Bailes Road;

(g) 10 foot utility easement along all property lines;

(h) boundary line of property is centerline of creek

5. Restrictive covenants and easements contained therein appearing of record in Deed from Bailes Limited Partnership to Ignacy Bogdan Sztyber and Danuto Sztyber recorded in Deed Book 208, page 22, aforesaid records.

6. Assessments and maintenance charges as set forth in Restrictive Covenants recorded in Deed Book 165 at page 1, aforesaid records.

7. Rights of upper and lower riparian owners in and to the waters of creek crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution.

8. Riparian rights incident to the premises.

9. Right of Way to Duke Power Company recorded in Deed Book G-3, page 581, aforesaid records.

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred is located at 9358 Old Bailes Road, Fort Mill, SC 29707

3. Check one of the following: *The DEED is*

(a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.

(c) _____ EXEMPT from the deed recording fee because

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.

(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $835,000.00

(b) _____ The fee is computed on the fair market value of the realty which is $_____.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $ _____.

5. Check YES ___ NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The DEED Recording Fee is computed as follows:

(a) $835,000.00	the amount listed in item 4 above.
(b) 0	the amount listed in item 5 above (no amount, place zero).
(c) $835,000.00	Line 6(b) subtracted from line 6(a).

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: 3,089.50

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

LSH Properties 2010, LLC

By: _____
Larry Huneycutt, Member

Sworn to before me 31st
day of August, 2010

Susan Marie Grosse
Notary Public for NC - Cabarrus County
My Commission Expires: June 26, 2011

SUSAN MARIE GROSSE
Notary Public, North Carolina
Cabarrus County
My Commission Expires
June 26, 2011

2015002546
MORTGAGE
RECORDING FEES $15.00
PRESENTED & RECORDED:
02-24-2015 12:00 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: JOHN LANE REGISTER
BK:MORT 2931
PG:282-290

This document was prepared by (name, address, phone):
SOUTH STATE BANK
520 GERVAIS ST / PO BOX 100113
COLUMBIA, SC 29202-3113
(803) 534-2175

State of South Carolina — *Space Above This Line For Recording Data*

REAL ESTATE MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage *is* 02-18-2015 and the parties and their addresses are as follows:

MORTGAGOR: SOUTHPOINT MANAGEMENT GROUP, LLC
9374 OLD BAILES ROAD
FORT MILL, SC 29707

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: SOUTH STATE BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA
520 GERVAIS ST / PO BOX 100113
COLUMBIA, SC 29202-3113

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which *is acknowledged, and* to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, *conveys and mortgages* to Lender the following described property:
SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION

The property is located in LANCASTER (County) at 9374 OLD BAILES ROAD (Address), FORT MILL (City), South Carolina 29707 (Zip Code)

Together with *all rights, easements,* appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, *all* diversion payments or third party payments made to crop producers, and *all existing and* future improvements, structures, fixtures, and replacements that may now, or *at any time in the* future, be part of the real estate described above (all referred to as "*Property*"). The term Property also includes, but is not limited to, any and all water wells, *water, ditches,* reservoirs, reservoir sites and dams located on the real estate and *all* riparian and water *rights* associated with the Property, however established.

Expere® ©1994, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESI-SC 1/21/2003

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed $ 1,285,000.00 . This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
   A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) *(e.g., borrower's name, note amount, interest rate, maturity date)*:

      A NOTE DATED 02-18-2015 IN THE NAME OF SOUTHPOINT MANAGEMENT GROUP, LLC IN THE AMOUNT OF $535,000.00 WITH A MATURITY DATE OF 02-18-2020
      AND
      A NOTE DATED 02-18-2015 IN THE NAME OF SOUTHPOINT SOLUTIONS, LLC IN THE AMOUNT OF $750,000.00 WITH A MATURITY DATE OF 02-18-2016

   B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
   C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
   D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
   E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

   If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
   A. To make all payments when due and to perform or comply with all covenants.
   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
   C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest in all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

Expere® ©1994, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESI-SC 1/21/2003

10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
    A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
    B The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
    C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

    No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

    Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).
    A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
    B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

    In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

    Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive

Expere® ©1994, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESI-SC 1/21/2003

any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. **CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. **DEFAULT.** Mortgagor will be in default if any of the following occur:
    A. Any party obligated on the Secured Debt fails to make payment when due;
    B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
    C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
    D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
    E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
    F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
    G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has

Expere® ©1994, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESI-SC 1/21/2003

characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.
L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Expere® ©1994, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESI-SC 1/21/2003

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. **NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guarantied, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

26. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. **WAIVER OF HOMESTEAD.** Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

28. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:

☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.

☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

Expere® ©1994, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESI-SC 1/21/2003

☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

29. OTHER TERMS. If checked, the following are applicable to this Mortgage:

☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.

☒ **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☒ Actual authority was granted to the parties signing below by resolution signed and dated 02-18-2015 .

Entity Name: SOUTHPOINT MANAGEMENT GROUP, LLC

(Signature) JEFFERY W. HICKMAN, MEMBER MANAGER (Date) (Seal)

(Signature) JOHN H. MARKS, MEMBER MANAGER (Date) (Seal)

Signed, Sealed and delivered in the presence of:

(Witness)

(Witness)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

PROBATE:

STATE OF ~~NORTH~~ South CAROLINA, COUNTY OF York } ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 18TH day

of FEBRUARY, 2015

Shannon N. Kimbrell

Notary Public for South Carolina

My commission expires: 11-28-2021

EXHIBIT A

All that certain parcel of real property lying and being situate in Indian Land Township, Lancaster County, South Carolina containing 3.29 acres more or less and being shown and designated as Tract 2 and Tract 3 on that certain plat entitled "Tracts 2-8 Bailes Ridge Business Road" by Yarborough, Williams & Houle, Inc. dated May 5, 2002 and recorded July 22, 2002 in Plat Book 2002 at page 379 in the Office of the Clerk of Court for Lancaster County, South Carolina.

Derivaton: Being the same property conveyed to Southpoint Management Solutions, LLC by deed recorded in Deed Book 578, Page 286, Office of the Clerk of Court for Lancaster County, South Carolina.

2015011324
EASEMENT
RECORDING FEES $16.00
PRESENTED & RECORDED:
07-24-2015 02:41 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK:DEED 898
PG:59-68

ROLINA)
)
TER)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement") is made and entered into this 16th day of July, 2015, by and among **Lancaster County Water and Sewer District,** a special purpose district created under the laws of the state of South Carolina, with an address of 1400 Pageland Hwy, Lancaster, South Carolina, 29720 ("Grantee"), and Southpoint Management Group, LLC, with an address of 9374 Old Bailes Road, Fort Mill, SC 29707 ("Grantor").

RECITALS:

A. Grantor is the owner of certain real property located on Old Bailes Road in Lancaster County, South Carolina, more particularly described in that certain deed recorded in Deed Book 578, Page 286 (the "Servient Estate").

B. Grantee is a special purpose district which intends to construct a sewer force main that transverses a portion of the Servient Estate and connects to other infrastructure of Grantee.

C. Grantor has agreed to grant and convey to Grantee, for the benefit of the Grantee, certain easement rights as set forth below in the Easement.

NOW, THEREFORE, for and in consideration of $5,600.00, the provision of water and sewer service, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, a perpetual, non-exclusive appurtenant easement over, through, under and across the Easement Area (defined below) for the purpose of laying, constructing, installing, inspecting, operating, using, maintaining, repairing, removing, enlarging, and/or reconstructing the sewer force main and related facilities, including, without limitation, pipes, fixtures, equipment, meters, pumps, connections and other personal property (collectively, "Facilities") for the conveyance and transfer of sewer, as may be reasonably necessary, appropriate or desirable for Grantee's use of the sewer force main, TOGETHER WITH (i) a perpetual, non-exclusive appurtenant easement and right for access, ingress, and egress over and across the Easement Area for Grantee's exercise of the easement rights herein conveyed; (ii) a perpetual, non-exclusive appurtenant easement and right to clear and keep the Easement Area free of trees, structures, buildings, fixtures, wells, septic tanks, underground storage tanks, garbage, or any type of personal property which may interfere in any way with or endanger the sewer force main, the Facilities or Grantee's rights under this Easement provided, however, Grantor may pave over the Easement Area in connection with the construction of a parking lot (if such paving does not interfere with the rights given to Grantee hereunder).

The "Easement Area" is that certain strip of land on both sides of the centerline of the sewer force main, as more fully described on **Exhibit A**.

2. Covenants and Certifications of Grantor. Grantor hereby covenants to Grantee that (i) to Grantor's knowledge, it is lawfully seized and presently possessed of both the Servient Estate and the Easement Area, (ii) it has a good and lawful right to convey the rights granted to Grantee under this Easement, (iii) both the Servient Estate and the Easement Area are free from encumbrances except for encumbrances and restrictions of record and such other matters as are set forth in this Easement Agreement, (iv) Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular the Servient Estate and the Easement Area unto Grantee, and Grantee's successors and assigns, against Grantor and Grantor's successors lawfully claiming, or to claim the same, or any part thereof, but against no others, and (v) Grantor has not done or suffered anything whereby the Servient Estate and the Easement Area have been encumbered by Grantor, except as disclosed in this Easement Agreement.

3. Reservation by Grantor. Subject to the rights of Grantee hereunder, Grantor reserves the right to use the Easement Area for any purposes not inconsistent with or detrimental to Grantee's rights under this Easement; provided, however, no buildings or similar structures may be constructed on or within the Easement Area.

4. Covenants and Duties of Grantee. Grantee agrees to: 1) restore all areas within the Easement Area that are disturbed as a result of construction or maintenance activities to a manageable condition, including grading such areas to a smooth surface free of ruts, with uniform slope to prevent ponding, but such restoration shall not be required to result in adequate compaction for paving or require repair and / or replacement of areas that may be paved after installation of sewer force main and other related facilities; and 2) comply with all applicable federal, state and other governmental laws and regulations regarding wetlands, hazardous materials, endangered species, navigable streams, and potential burial and other archaeological sites (collectively, the "Applicable Laws") in the installation and maintenance of the sewer force main.

5. Miscellaneous.

(a) Binding Effect. The rights granted herein shall be non-exclusive and shall run with title to the Servient Estate, and shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of Grantor and Grantee.

(b) Remedies; Attorneys' Fees. If Grantor or Grantee breaches any of its obligations under this Agreement, the non-breaching parties will have available to them all remedies available at law or equity, including the right to recover reasonable costs and expenses of suit, including, without limitation, reasonable attorneys' fees.

(c) Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.

(d) Entire Agreement. This Easement constitutes the entire agreement and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

(e) Authority. Each party hereto represents and warrants to the other parties that the execution of this Easement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed and delivered by their respective undersigned officer(s) and/or representative(s), they being duly authorized, effective as of the date first above written.

Signed, sealed and delivered
in the presence of:

Witness #1

Witness #2

GRANTOR:

Southpoint Management Group, LLC

By: _____

Its: MANAGING MEMBER

State of South Carolina
County of S.C.

ACKNOWLEDGEMENT

On this 16th day of July, 2015, before me personally appeared Jeff Hickman, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by his/her signature here.

Grantor's Signature

Sworn to (or affirmed) and subscribed before me this the 16th day of July, 2015.

Official Signature of Notary

(Official Seal)

Harold Collins Sr., Notary Public
Notary's printed or typed name

Lancaster County, South Carolina
My commission expires: Dec 21st 2022

Signed, sealed and delivered
in the presence of:

GRANTEE:

LANCASTER COUNTY WATER AND SEWER DISTRICT

Witness #1

Witness #2

By: Stephen White
Stephen White, Manager

State of South Carolina
County of Lancaster

ACKNOWLEDGEMENT

On this 17th day of July, 2015, before me personally appeared Stephen White, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by his/her signature here.

Stephen White
Grantee's Signature

Sworn to (or affirmed) and subscribed before me this the 17th day of July, 2015.

Margaret Flow
Official Signature of Notary

(Official Seal)

Margaret Flow, Notary Public
Notary's printed or typed name

Lancaster County, South Carolina
My commission expires: 3-1-2023

EXHIBIT A

Legal description of a 3,878.04 square feet easement for a sanitary sewer force main, for Lancaster County Water & Sewer District, as depicted on a plat of survey by J.C. Crumpler dated February 9, 2015 entitled Sewer Force Main Easement for Lancaster County Water & Sewer District.

Beginning at a point on the right of way of a sanitary sewer force main easement that is located North 23 degrees 43 minutes 13 seconds West for a distance of 81.50 feet from an old #4 rebar that is the division line between Tract 3 & 4 on plat by Yarbrough-Williams & Houle dated May 02, 2002 and recorded in Plat Book 2002 page 379 in the Lancaster County Register Of Deeds Office, which is the point of beginning; thence running South 54 degrees 48 minutes 18 seconds West for a distance of 16.33 feet. Thence running with said property line the following course and distances North 35 degrees 11 minutes 42 seconds West for a distance of 60.80 feet, North 36 degrees 00 minutes 35 seconds West for a distance of 35.52 feet, North 35 degrees 11 minutes 42 seconds West for a distance of 18.60 feet, North 35 degrees 11 minutes 42 seconds West for an distance of 116.97 feet to a point in the centerline of a creek that is the division line between tract 2 and Lancaster County as depicted on a survey by Yarbrough, Williams & Houle and entitled as Exhibit A-1 and recorded in Deed Book 411 pages 163-175 in the Lancaster County Register of Deeds Office. Thence running North 53 degrees 00 minutes 29 seconds East for a distance of 7.09 feet to a point. Thence running North 44 degrees 47 minutes 43 seconds East for a distance of 9.92 feet to a point. Thence running South 35 degrees 11 minutes 18 seconds East for a distance of 233.83 feet to a point that is also the Point Of Beginning.

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER) **LIEN WAIVER AND SUBORDINATION**

In consideration of the sum of certain valuable consideration (including, specifically, the provision of water and sewer service and other benefits accruing, the receipt whereof is hereby acknowledged, the undersigned does hereby waive and subordinate in favor of Lancaster County Water and Sewer District, its successors and assigns, its lien or any other interest to the easement and all other rights of Lancaster County Water and Sewer District as to the real property described in **Exhibit A** attached hereto, which were obtained pursuant to that certain Easement Agreement between Lancaster County Water and Sewer District and Southpoint Management, Group, LLC dated July 16, 2015, recorded July 24, 2015 in Book 898 at Page 59-68 in the Office of the Register of Deeds for Lancaster County. It is the purpose of this instrument for the easement and all other rights of Lancaster County Water and Sewer District to be undisturbed by any foreclosure of the mortgage, lien or other interest of the undersigned. Except as set forth herein above, the mortgage, lien or other rights of the undersigned to the real property described in **Exhibit A** attached hereto are unaffected and not impaired by this instrument.

Signed, sealed and delivered
in the presence of:

South State Bank

Witness #1

By: _____

Its: SVP (Senior Vice President)

Witness #2

00101124.1

State of South Carolina
County of Lancaster

ACKNOWLEDGEMENT

On this 9th day of July, 2015, before me personally appeared Andrew B Griffin a SVP of South State Bank, who provided satisfactory evidence of her/his identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by her/his signature here.

Signature of Authorized Signatory for South State Bank

Sworn to (or affirmed) and subscribed before me this the 9th day of July, 2015.

Official Signature of Notary

(Official Seal)

Leslie B. Peterson, Notary Public
Notary's printed or typed name

Meck. County, North Carolina
My commission expires:
1-6-16

00101124.1

EXHIBIT A

Legal description of a 3,878.04 square feet easement for a sanitary sewer force main, for Lancaster County Water & Sewer District, as depicted on a plat of survey by J.C. Crumpler dated February 9, 2015 entitled Sewer Force Main Easement for Lancaster County Water & Sewer District.

Beginning at a point on the right of way of a sanitary sewer force main easement that is located North 23 degrees 43 minutes 13 seconds West for a distance of 81.50 feet from an old #4 rebar that is the division line between Tract 3 & 4 on plat by Yarbrough-Williams & Houle dated May 02, 2002 and recorded in Plat Book 2002 page 379 in the Lancaster County Register Of Deeds Office, which is the point of beginning; thence running South 54 degrees 48 minutes 18 seconds West for a distance of 16.33 feet. Thence running with said property line the following course and distances North 35 degrees 11 minutes 42 seconds West for a distance of 60.80 feet, North 36 degrees 00 minutes 35 seconds West for a distance of 35.52 feet, North 35 degrees 11 minutes 42 seconds West for a distance of 18.60 feet, North 35 degrees 11 minutes 42 seconds West for an distance of 116.97 feet to a point in the centerline of a creek that is the division line between tract 2 and Lancaster County as depicted on a survey by Yarbrough, Williams & Houle and entitled as Exhibit A-1 and recorded in Deed Book 411 pages 163-175 in the Lancaster County Register of Deeds Office. Thence running North 53 degrees 00 minutes 29 seconds East for a distance of 7.09 feet to a point. Thence running North 44 degrees 47 minutes 43 seconds East for a distance of 9.92 feet to a point. Thence running South 35 degrees 11 minutes 18 seconds East for a distance of 233.83 feet to a point that is also the Point Of Beginning.

00101124.1

Sewer Force Main Easement For
LANCASTER COUNTY WATER & SEWER DISTRICT

Located In
Indian Land Community
20 Miles North Of
Lancaster, South Carolina
Lancaster County

Scale 1"= 100' Date 02/09/2015

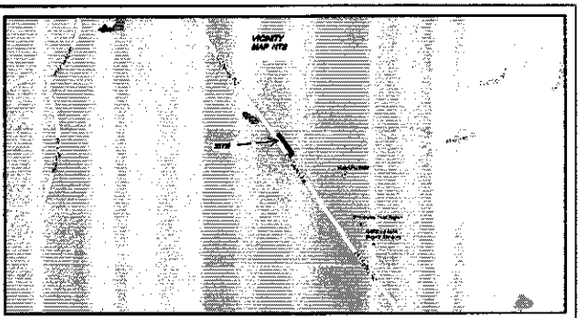
GRAPHIC SCALE

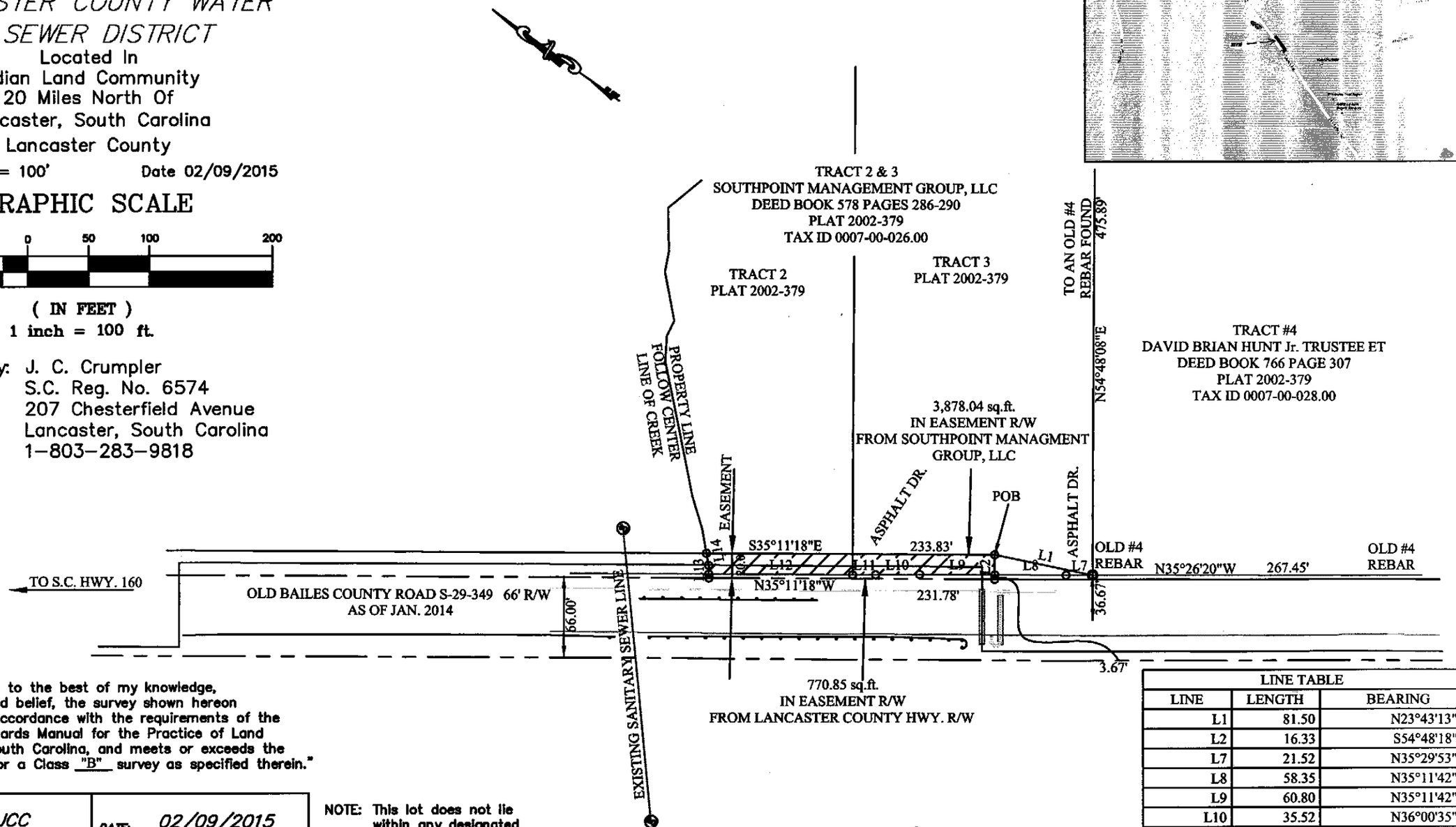
100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

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

Book 898 Page 68





LINE TABLE		
LINE	LENGTH	BEARING
L1	81.50	N23°43'13"W
L2	16.33	S54°48'18"W
L7	21.52	N35°29'53"W
L8	58.35	N35°11'42"W
L9	60.80	N35°11'42"W
L10	35.52	N36°00'35"W
L11	18.60	N35°11'42"W
L12	116.97	N35°11'42"W
L13	7.09	N53°00'29"E
L14	9.92	N44°47'43"E

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

DRAWN BY: JCC	DATE: 02/09/2015
CHECKED BY: JCC	TAX MAP ID A PORTION OF 0052-00-026.00
14-06-9	SHEET 1 OF 1

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

Inst.# 0007256
Plat Doc# 2002 0379
Filed and Recorded
07/22/2002 09:50A
LANCASTER COUNTY, SC
The Clerk of Court

VICINITY MAP
NOT TO SCALE

SOUTH CAROLINA
YARBROUGH-WILLIAMS & HOULE, INC.
No.C00332
CERTIFICATE OF AUTHORIZATION

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

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
REG. NO. 18631
SAM F. WILLIAMS
7-15-02

Certificate of Accuracy

I hereby state that the plan shown and described hereon is a true and correct survey to the accuracy required by the Lancaster County Land Development Regulations and the monuments shown have been placed to the specifications set forth in said regulations.

_____,2002

Registration No._____ _____ Registered Land Surveyor

Certificate of Approval

The subdivision plat hereon has been found to comply with the Lancaster County Land Development Regulations and has been approved for recording in the office of the Clerk of Court.

_____ _____
Date Planning Director

Certificate of Ownership and Dedication

It is hereby certified tht I am (we are) the owner(s) of the property shown and described hereon and that I(we) hereby dedicate all roads, alleys, walks, parks, and other sites to public or private use as noted.

7/11/02 Bailes Limited Partnership
Date Owner
by Wm. B. Mills (Pres)

Certificate Against Work Defects

I(we) certify that I(we) shall correct all defects in all improvements and facilities intended for dedication to public use for a period of twelve(12) months after the offer of dedication of such facilities is accepted.

7/11/02 Bailes Limited Partnership
Date Owner
by Wm. B. Mills (Pres)

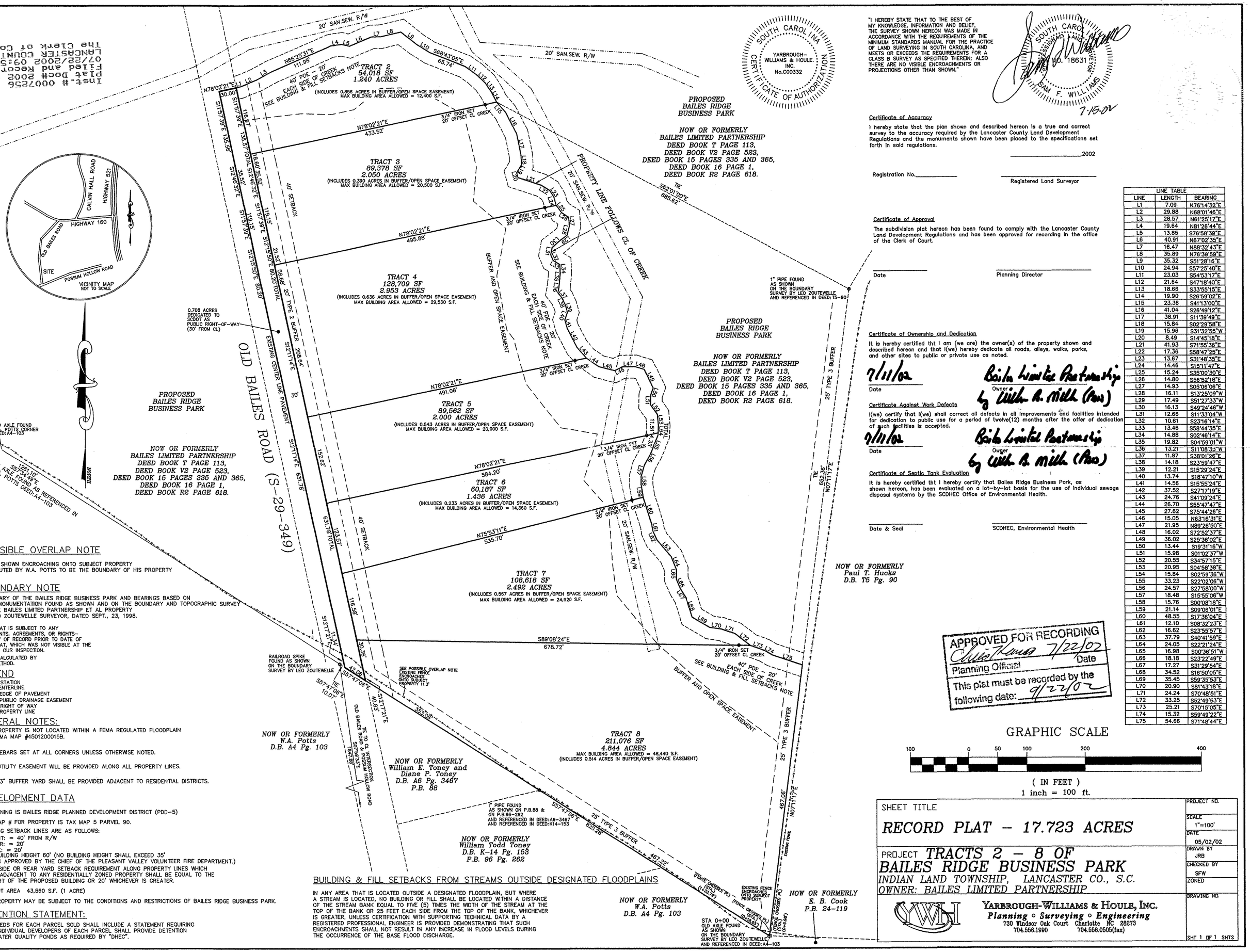
Certificate of Septic Tank Evaluation

It is hereby certified tht I hereby certify that Bailes Ridge Business Park, as shown hereon, has been evaluated on a lot-by-lot basis for the use of individual sewage disposal systems by the SCDHEC Office of Environmental Health.

_____ _____
Date & Seal SCDHEC, Environmental Health

APPROVED FOR RECORDING
Planning Official 7/22/02 Date
This plat must be recorded by the following date: 9/22/02

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.09	N76°14'32"E
L2	29.88	N68°01'46"E
L3	28.57	N61°25'17"E
L4	19.64	N81°26'44"E
L5	13.85	S76°58'39"E
L6	40.91	N67°02'35"E
L7	16.47	N88°32'43"E
L8	35.89	N76°39'59"E
L9	35.32	S51°28'16"E
L10	24.94	S57°25'40"E
L11	23.03	S54°53'17"E
L12	21.64	S47°18'40"E
L13	18.68	S33°55'15"E
L14	19.90	S26°59'02"E
L15	23.36	S41°13'00"E
L16	41.04	S28°49'12"E
L17	38.91	S11°39'49"E
L18	15.84	S02°29'58"E
L19	15.96	S31°32'55"W
L20	8.49	S14°45'18"E
L21	41.93	S71°55'36"E
L22	17.36	S58°47'25"E
L23	13.67	S31°48'35"E
L24	14.46	S15°11'47"E
L25	15.24	S35°00'30"E
L26	14.80	S56°52'18"E
L27	14.93	S05°06'06"E
L28	16.11	S13°25'09"W
L29	17.49	S51°27'33"W
L30	16.13	S49°24'46"W
L31	12.66	S11°33'04"W
L32	10.61	S23°16'14"E
L33	13.46	S58°44'35"E
L34	14.88	S02°46'14"E
L35	19.82	S04°59'01"W
L36	13.21	S11°08'33"W
L37	11.87	S38°01'26"E
L38	14.18	S23°59'47"E
L39	12.21	S15°29'24"E
L40	13.74	S18°47'10"W
L41	14.56	S15°55'24"E
L42	37.52	S27°17'19"E
L43	24.76	S41°09'24"E
L44	26.70	S55°47'47"E
L45	27.62	S75°44'26"E
L46	15.05	N63°16'31"E
L47	21.95	N89°26'50"E
L48	16.02	S72°52'37"E
L49	36.02	S25°36'02"E
L50	13.44	S19°31'16"W
L51	15.98	S01°02'37"W
L52	20.55	S34°57'15"E
L53	20.95	S04°58'38"E
L54	15.84	S02°59'36"W
L55	33.23	S22°02'06"W
L56	24.57	S27°58'00"W
L57	18.48	S15°55'06"W
L58	15.76	S00°08'18"E
L59	21.14	S09°06'01"E
L60	48.55	S17°36'04"E
L61	12.10	S08°32'23"E
L62	16.62	S23°55'57"E
L63	37.79	S40°41'59"E
L64	24.05	S22°21'24"E
L65	16.98	S00°36'51"W
L66	18.18	S23°22'49"E
L67	17.27	S31°29'54"E
L68	34.52	S16°50'05"E
L69	35.45	S59°35'53"E
L70	20.90	S81°43'18"E
L71	24.24	S70°48'51"E
L72	33.25	S52°49'53"E
L73	25.21	S70°15'05"E
L74	15.32	S59°49'22"E
L75	54.66	S71°48'44"E



POSSIBLE OVERLAP NOTE

FENCE SHOWN ENCROACHING ONTO SUBJECT PROPERTY IS REPUTED BY W.A. POTTS TO BE THE BOUNDARY OF HIS PROPERTY

BOUNDARY NOTE

BOUNDARY OF THE BAILES RIDGE BUSINESS PARK AND BEARINGS BASED ON FIELD MONUMENTATION FOUND AS SHOWN AND ON THE BOUNDARY AND TOPOGRAPHIC SURVEY OF THE BAILES LIMITED PARTNERSHIP ET AL PROPERTY BY LEO ZOUTEWELLE SURVEYOR, DATED SEPT., 23, 1998.

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.

AREA CALCULATED BY DMD METHOD.

LEGEND

STA. - STATION
CL - CENTERLINE
EOP - EDGE OF PAVEMENT
PDE - PUBLIC DRAINAGE EASEMENT
R/W - RIGHT OF WAY
PL - PROPERTY LINE

GENERAL NOTES:

THIS PROPERTY IS NOT LOCATED WITHIN A FEMA REGULATED FLOODPLAIN PER FEMA MAP #45012000015B.

3/4" REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

A 10' UTILITY EASEMENT WILL BE PROVIDED ALONG ALL PROPERTY LINES.

"TYPE 3" BUFFER YARD SHALL BE PROVIDED ADJACENT TO RESIDENTIAL DISTRICTS.

DEVELOPMENT DATA

THE ZONING IS BAILES RIDGE PLANNED DEVELOPMENT DISTRICT (PDD-5)

TAX MAP # FOR PROPERTY IS TAX MAP 5 PARVEL 90.

BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: = 40' FROM R/W
*REAR: = 20'
*SIDE: = 20'
MAX BUILDING HEIGHT 60' (NO BUILDING HEIGHT SHALL EXCEED 35' UNLESS APPROVED BY THE CHIEF OF THE PLEASANT VALLEY VOLUNTEER FIRE DEPARTMENT.)

* THE SIDE OR REAR YARD SETBACK REQUIREMENT ALONG PROPERTY LINES WHICH ARE ADJACENT TO ANY RESIDENTIALLY ZONED PROPERTY SHALL BE EQUAL TO THE HEIGHT OF THE PROPOSED BUILDING OR 20' WHICHEVER IS GREATER.

MIN. LOT AREA 43,560 S.F. (1 ACRE)

THIS PROPERTY MAY BE SUBJECT TO THE CONDITIONS AND RESTRICTIONS OF BAILES RIDGE BUSINESS PARK.

DETENTION STATEMENT:

THE DEEDS FOR EACH PARCEL SOLD SHALL INCLUDE A STATEMENT REQUIRING THAT INDIVIDUAL DEVELOPERS OF EACH PARCEL SHALL PROVIDE DETENTION AND WATER QUALITY PONDS AS REQUIRED BY "DHEC".

BUILDING & FILL SETBACKS FROM STREAMS OUTSIDE DESIGNATED FLOODPLAINS

IN ANY AREA THAT IS LOCATED OUTSIDE A DESIGNATED FLOODPLAIN, BUT WHERE A STREAM IS LOCATED, NO BUILDING OR FILL SHALL BE LOCATED WITHIN A DISTANCE OF THE STREAM BANK EQUAL TO FIVE (5) TIMES THE WIDTH OF THE STREAM AT THE TOP OF THE BANK OR 25 FEET EACH SIDE FROM THE TOP OF THE BANK, WHICHEVER IS GREATER, UNLESS CERTIFICATION WITH SUPPORTING TECHNICAL DATA BY A REGISTERED PROFESSIONAL ENGINEER IS PROVIDED DEMONSTRATING THAT SUCH ENCROACHMENTS SHALL NOT RESULT IN ANY INCREASE IN FLOOD LEVELS DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SHEET TITLE
RECORD PLAT - 17.723 ACRES

PROJECT TRACTS 2 - 8 OF
BAILES RIDGE BUSINESS PARK
INDIAN LAND TOWNSHIP, LANCASTER CO., S.C.
OWNER: BAILES LIMITED PARTNERSHIP

YARBROUGH-WILLIAMS & HOULE, INC.
Planning ○ Surveying ○ Engineering
730 Windsor Oak Court Charlotte NC 28273
704.556.1990 704.556.0505(fax)

PROJECT NO.	
SCALE	1"=100'
DATE	05/02/02
DRAWN BY	JRB
CHECKED BY	SFW
ZONED	
DRAWING NO.	
	SHT 1 OF 1 SHTS

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1185-R2021
Contact Person / Sponsor: Kim Belk / Budget Director
Department: Finance
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Authorization to utilize a portion of the $19 million granted to Lancaster County by the Federal government under the American Rescue Plan Act to fund HVAC improvements county-wide as well as make modifications at the Sheriff's Office to include wall construction and a decontamination shower.

Points to Consider:
Council was previously presented these items at the first meeting in September and the first meeting in October and approved moving forward with the procurement process for them. The bids have come back and are ready to be awarded. This resolution specifically authorizes using the ARPA funding to fund these projects in the following amounts:

- HVAC Replacements - $1,310,000
- Sheriff's Office Complex Wall construction - $14,000
- Sheriff's Office Complex Decontamination Shower construction - $93,000

The air purification systems which are part of the HVAC replacements are being bid separately and will need to be presented to Council at a future meeting.

Funding and Liability Factors:
In tranche 1 the County received $9.5 million. Thus far Council has allocated $2.1 million of that. If this is approved, there will be approximately $5.96 million left of tranche 1 and $15.47 million left overall.

Tranche 2 is planned to be available in July 2022.

Council Options:
Approve or deny funding these projects using ARPA funds.

Recommendation:
Approve.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1185-R2021	12/9/2021	Resolution

STATE OF SOUTH CAROLINA)
) **RESOLUTION 1185-R2021**
COUNTY OF LANCASTER)

A RESOLUTION

TO AUTHORIZE THE USE OF ARPA FUNDING FOR SPECIFIC IMPROVEMENTS TO CERTAIN COUNTY OWNED AND OPERATED FACILITIES IN ACCORDANCE WITH THE INTERIM FINAL RULE FROM TREASURY FOR THE AMERICAN RESCUE PLAN.

WHEREAS, County Council desires to utilize money received from the American Rescue Plan Act (ARPA) to make needed improvements to certain county owned facilities; and

WHEREAS, staff has identified facilities which are in need of improvements where the improvements meet the requirements of the Interim Final Rule from Treasury; specifically the Administration Building, Airport Complex, Barnett Building, Communications Building, Coroner Building, Del Webb Library, Detention Center, EMS Station #1, EMS Station #2, EMS Station #5, EMS Station #7, EMS Station #8, EOC Building, Heath Springs Senior Center Building, Historic Courthouse, Kershaw Gymnasium, Magistrate's Office, Springdale Recreation Center, Sheriff's Office Complex, VA/Economic Development Building, and Walnut Creek Park Building; and

WHEREAS, the HVAC units in the Administration Building, Airport Complex, Barnett Building, Communications Building, Coroner Building, Del Webb Library, Detention Center, EMS Station #1, EMS Station #2, EMS Station #5, EMS Station #7, EMS Station #8, EOC Building, Heath Springs Senior Center Building, Historic Courthouse, Kershaw Gymnasium, Magistrate's Office Building, Springdale Recreation Center, Sheriff's Office Complex, VA/Economic Development Building, and Walnut Creek Park Building are reaching the end of their useful life and impeding proper ventilation which increases the spread of communicable viruses such as COVID-19; and

WHEREAS, modifications are needed in the Sheriff's Office complex in the form of a wall between the records and front desk area and the construction of both male and female decontamination shower facilities to meet ADA requirements and both modifications will prevent the spread of contamination; and

WHEREAS, it has been determined the HVAC replacements at aforementioned facilities are eligible for funding under Section 35.6(B)(1)(xvi) of the Interim Final Rule and construction modifications at the Sheriff's Office complex are eligible for funding under Section 35.6(B)(1)(x) of the Interim Final Rule; and

WHEREAS, the County Administrator and staff are to follow recommended practices in an effort to ensure the projects are eligible for American Rescue Plan funding; and

NOW, THEREFORE, BE IT RESOLVED by the County Council that HVAC replacements at the aforementioned county facilities along with the aforementioned construction modifications at the Sheriff's Office Complex is authorized in the specified amounts:

- HVAC Replacements - $1,310,000
- Sheriff's Office Complex Wall construction - $14,000
- Sheriff's Office Complex Decontamination Shower construction - $93,000

IT IS SO RESOLVED

by County Council this 13th day of December, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose, III, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1186-R2021
Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development
Department: Economic Development
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
On June 9, 2020, Lancaster County and McClancy Seasonings entered into a fee agreement for expansion of the company's operations in Indian Land. The agreement listed Remac Corporation d/b/a McClancy Seasoning Company, NBI Investments II, LLC, and NBI Investments III, LLC as Sponsors. The company seeks to designate McClancy Foods & Flavors LLC (a Delaware limited liability company), and McClancy Holdings LLC (a Delaware limited liability company), each as a Sponsor Affiliate under the Fee Agreement.

Section 12-44-130 of South Carolina's Fee in Lieu of Tax Simplification Act (the "Act") provides for the addition of a "Sponsor Affiliate" to a Fee Agreement. Section 8.04 of the actual fee agreement provides for the addition of a Sponsor Affiliate to the fee agreement with the County's written approval;

The Sponsor and each Sponsor Affiliate have informed Department of Economic Development that (*i*) each Sponsor Affiliate qualifies as a Sponsor Affiliate, (*ii*) each Sponsor Affiliate's investment in the Project is in the form of Economic Development Property, (*iii*) each Sponsor Affiliate's Economic Development Property is eligible for negotiated fee-in-lieu of tax payments under the Fee Agreement, and (*iv*) the fee-in-lieu of tax payments to be made under the Fee Agreement will include the Economic Development Property of both the Sponsor and each Sponsor Affiliate; and

Attached to this resolution as Exhibit A (McClancy Foods & Flavors LLC) and as Exhibit B (McClancy Holdings LLC) and incorporated into this resolution as if it were set out in full in this resolution, are the Joinder Agreements (each, a "Joinder Agreement") between the Sponsor and the respective Sponsor Affiliate providing for the Sponsor Affiliate to join as a party to the Fee Agreement, to be bound by and subject to all of the terms and conditions of the Fee Agreement, and to be designated as Sponsor Affiliate.

The resolution and joinder agreements approve the designation of McClancy Foods & Flavors LLC and McClancy Holdings LLC, each, as a Sponsor Affiliate under the Fee Agreement.

Points to Consider:
This is an administrative change to the existing fee agreement and does not impact how the property taxes are determined or calculated.

Funding and Liability Factors:
There are no funding or liability factors.

Council Options:
County Council can approve, amend, table or reject the resolution and joinder agreements.

Recommendation:
The Department of Economic Development recommends that County Council approve the resolution and joinder agreements.

ATTACHMENTS:

Description	Upload Date	Type

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 1186-R2021**
COUNTY OF LANCASTER)

A RESOLUTION

TO APPROVE THE DESIGNATION BY REMAC CORPORATION D/B/A McCLANCY SEASONING COMPANY, NBI INVESTMENTS II, LLC, AND NBI INVESTMENTS III, LLC, OF McCLANCY FOODS & FLAVORS LLC, AND McCLANCY HOLDINGS LLC, EACH AS A SPONSOR AFFILIATE UNDER THAT CERTAIN FEE AGREEMENT BY AND AMONG LANCASTER COUNTY, SOUTH CAROLINA, AND REMAC CORPORATION D/B/A McCLANCY SEASONING COMPANY, NBI INVESTMENTS II, LLC, AND NBI INVESTMENTS III, LLC, ALL AS SPONSORS, DATED AS OF JUNE 8, 2020.

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

Section 1. Findings and Determinations; Purpose

(A) Council finds and determines that;

(1) Remac Corporation d/b/a McClancy Seasoning Company, NBI Investments II, LLC, and NBI Investments III, LLC, each a Sponsor, and the County entered into a Fee Agreement, dated as of June 8, 2020 (the "Fee Agreement"), with regard to the Company's proposed renovation and expansion of its existing manufacturing facility (the "Project");

(2) Sponsor seeks to designate McClancy Foods & Flavors LLC (a Delaware limited liability company), and McClancy Holdings LLC (a Delaware limited liability company), each as a Sponsor Affiliate under the Fee Agreement;

(3) Section 12-44-130 of the Fee in Lieu of Tax Simplification Act (the "Act") provides for the addition of a "Sponsor Affiliate" to a Fee Agreement;

(4) Section 8.04 of the Fee Agreement, among other things, provides for the addition of a Sponsor Affiliate to the Fee Agreement with the County's written approval;

(5) Sponsor and each Sponsor Affiliate have informed Council that (*i*) each Sponsor Affiliate qualifies as a Sponsor Affiliate, (*ii*) each Sponsor Affiliate's investment in the Project is in the form of Economic Development Property, (*iii*) each Sponsor Affiliate's Economic Development Property is eligible for negotiated fee-in-lieu of tax payments under the Fee Agreement, and (*iv*) the fee-in-lieu of tax payments to be made under the Fee Agreement will include the Economic Development Property of both the Sponsor and each Sponsor Affiliate; and

(6) Attached to this resolution as Exhibit A (McClancy Foods & Flavors LLC) and as Exhibit B (McClancy Holdings LLC) and incorporated into this resolution as if it were set out in full in this resolution, are the Joinder Agreements (each, a "Joinder Agreement") between the Sponsor and the respective Sponsor Affiliate providing for the Sponsor Affiliate to join as a party to the Fee Agreement, to be bound by and subject to all of the terms and conditions of the Fee Agreement, and to be designated as Sponsor Affiliate.

(B) It is the purpose of this resolution to approve the designation of McClancy Foods & Flavors LLC and McClancy Holdings LLC, each, as a Sponsor Affiliate under the Fee Agreement.

Section 2. Approval of Sponsor Affiliates.

Council approves the designation of McClancy Foods & Flavors LLC (a Delaware limited liability company) and McClancy Holdings LLC (a Delaware limited liability company), each as a Sponsor Affiliate

under the Fee Agreement and as provided in the respective Joinder Agreement, effective upon receipt by the County of each respective fully executed Joinder Agreement.

Section 3. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the intent of this resolution.

Section 4. Severability.

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

Section 5. Controlling Provisions.

To the extent that this resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this resolution supersede all other orders, resolutions and parts thereof and this resolution is controlling.

Section 6. Effective Date.

This resolution takes effect upon its adoption.

AND IT IS SO RESOLVED

Adopted this ____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose III, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A to Resolution No. 1186-R2021

Joinder Agreement
Among
Remac Corporation d/b/a McClancy Seasoning Company, NBI Investments II, LLC,
and NBI Investments III, LLC,
and
McClancy Foods & Flavors LLC

Reference is made to that certain Fee Agreement dated as of June 8, 2020 (*"*Fee Agreement*"*), between Lancaster County, South Carolina (*"*County*"*) and Remac Corporation d/b/a McClancy Seasoning Company, NBI Investments II, LLC, and NBI Investments III, LLC (collectively, *"*Company*"*).

1. **Joinder to Fee Agreement**.

McClancy Foods & Flavors LLC, a Delaware limited liability company (McClancy Foods & Flavors), (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of the Fee Agreement except as set forth herein, and (b) acknowledges and agrees that (*i*) in accordance with the Fee Agreement, McClancy Foods & Flavors has been designated as a Sponsor Affiliate by the Company for purposes of the Project (as defined in the Fee Agreement) and such designation is subject to the approval of the County by the passage of a resolution by the County Council which has been or will be obtained; (*ii*) McClancy Foods & Flavors qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Fee in Lieu of Tax Simplification Act; and (*iii*) McClancy Foods & Flavors shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 12.06 of the Fee Agreement shall be sent to:

McClancy Foods & Flavors LLC
One Spice Road
Fort Mill, SC 29707

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the undersigned have executed this Joinder Agreement to be effective as of the later of the dates set forth below.

McClancy Foods & Flavors LLC,
a Delaware limited liability company

_____ _____
Date Name (Printed): _____
Authorized Representative for McClancy Foods & Flavors LLC

Remac Corporation d/b/a McClancy Seasoning Company,
a North Carolina corporation

_____ _____
Date Name (Printed): _____
Authorized Representative for Remac Corporation d/b/a McClancy Seasoning Company

NBI Investments II, LLC,
a South Carolina limited liability company

_____ _____
Date Name (Printed):_____
Authorized Representative for NBI Investments II, LLC

NBI Investments III, LLC,
a South Carolina limited liability company

_____ _____
Date Name (Printed):_____
Authorized Representative for NBI Investments II, LLC

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit B to Resolution No. 1186-R2021

Joinder Agreement
Among
Remac Corporation d/b/a McClancy Seasoning Company, NBI Investments II, LLC,
and NBI Investments III, LLC,
and
McClancy Holdings LLC

Reference is made to that certain Fee Agreement dated as of June 8, 2020 (*"*Fee Agreement*"*), between Lancaster County, South Carolina (*"*County*"*) and Remac Corporation d/b/a McClancy Seasoning Company, NBI Investments II, LLC, and NBI Investments III, LLC (collectively, *"*Company*"*).

1. **Joinder to Fee Agreement**.

McClancy Holdings LLC, a Delaware limited liability company (McClancy Holdings), (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of the Fee Agreement except as set forth herein, and (b) acknowledges and agrees that (*i*) in accordance with the Fee Agreement, McClancy Holdings has been designated as a Sponsor Affiliate by the Company for purposes of the Project (as defined in the Fee Agreement) and such designation is subject to the approval of the County by the passage of a resolution by the County Council which has been or will be obtained; (*ii*) McClancy Holdings qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Fee in Lieu of Tax Simplification Act; and (*iii*) McClancy Holdings shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 12.06 of the Fee Agreement shall be sent to:

McClancy Holdings LLC
One Spice Road
Fort Mill, SC 29707

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the undersigned have executed this Joinder Agreement to be effective as of the later of the dates set forth below.

McClancy Holdings LLC,
a Delaware limited liability company

_____ _____
Date Name (Printed): _____
Authorized Representative for McClancy Holdings LLC

Remac Corporation d/b/a McClancy Seasoning Company,
a North Carolina corporation

_____ _____
Date Name (Printed): _____
Authorized Representative for Remac Corporation d/b/a McClancy Seasoning Company

NBI Investments II, LLC,
a South Carolina limited liability company

_____ _____
Date Name (Printed):_____
Authorized Representative for NBI Investments II, LLC

NBI Investments III, LLC,
a South Carolina limited liability company

_____ _____
Date Name (Printed):_____
Authorized Representative for NBI Investments II, LLC

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1767
Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development
Department: Economic Development
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:

Bowers Fibers is a Lancaster based recycler of textile waste products that has been in operation since 1978. The company is located on SC 9-Bypass near the Lancaster Air Rail Park. The operation employs 40 associates. The company is seeking to reinvest in new machinery that will make them more competitive and improve efficiency. The equipment is approximately $896,000. The company is seeking assistance with offsetting a portion of the new property taxes that will be generated.

The Lancaster County Department of Economic Development (LCDED) has reviewed the company's request and is recommending Bowers Fiber be provided a 3-year Special Source Revenue Agreement (SSRC) of 6.7% annually against their real and personal property taxes. The 6.7% SSRC approximates what would be a 58% SSRC for 3-years on the new investment based on the company's current property tax liability. By South Carolina State Incentive Law, the property must be placed in a multi-county park in which 1% of the property tax revenue is shared with the other county. This project will be placed in the Lancaster County's multi county park agreement that it has with Chesterfield County.

With the new investment, but without the 6.7% SSRC, Bowers Fibers property total property tax liability over the next three years is estimated to be $407,201. With the SSRC, the company's property tax liability is expected to be reduced by $27,282 over the three years. As a result, Bowers Fibers is expected to pay an estimated $379,919 in property taxes.

If the operation does not meet a required new investment of $800,000 and maintain 10 full-time jobs at a wage rate of at least $14/hour the SSRC will not be applied.

County Council is being asked to vote on the ordinance and agreement the provide the terms and conditions for the property tax reduction for Bower Fibers' expansion.

Points to Consider:

- Bowers Fibers in one of Lancaster County's oldest manufacturers and has never received any incentives.
- Bowers Fibers represents one of Lancaster County's traditional industrial sectors, textiles.
- The project utilizes LCDED's existing industry expansion guidelines for companies that make investment in their operations but do not necessarily have new job creation.

Funding and Liability Factors:

There are no funding or liability issues.

Council Options:

County Council can approve, amend, table or reject the ordinance and agreement.

Recommendation:

LCDED recommends County Council approve the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1767	10/29/2021	Ordinance
Special Source Revenue Credit Agreement for Bowers Fibers, Inc.	11/1/2021	Agreement
Notice of Public Hearing for Ordinance 2021-1767	12/2/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1767**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND BOWERS FIBERS, INC., PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

Section 1. Findings and Determinations; Purpose.

A. The Lancaster County Council finds and determines that:

1. Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered to establish a multicounty park ("MCP") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and also authorized to provide special source revenue credits ("SSRCs") pursuant to Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "MCP Act") against fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") made pursuant to the MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding (*i*) infrastructure serving the project, or (*ii*) improved or unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing or commercial enterprise, through which powers the industrial development of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in South Carolina and the County and thus to utilize and employ the workforce, products, and natural resources of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

2. Bowers Fibers, Inc. on its own or together with one or more of their subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), desires to invest capital in the County with an expected investment of $800,000 and an associated maintenance of at least ten (10) full-time jobs paying not less than $14 per hour (the "Project").

B. It is the purpose of this ordinance to approve a Special Source Revenue Credit Agreement with the Company under the MCP Act that provides for SSRCs against the FILOT Payments to be made by the Company and commits the County to locate the Project in an MCP.

Section 2. Additional Findings.

Council makes the following additional findings:

(a) The Project will constitute a "project" as the term is referred to and defined in the MCP Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the MCP Act.

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Project, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. Approval of Special Source Revenue Credit Agreement.

The form, terms, and provisions of the Special Source Revenue Credit Agreement ("SSRC Agreement"), attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the SSRC Agreement were set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the SSRC Agreement in the name of and on behalf of the County, and thereupon to cause the SSRC Agreement to be delivered to the Company. The SSRC Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the SSRC Agreement attached to this ordinance.

Section 4. Economic Development Fund.

(a) Council finds that (*i*) by passage of Ordinance No. 2014-1260, Council created an Economic Development Fund with the intent to make monies available to the fund from new revenues to the County derived from new and expanded businesses and industry, and (*ii*) the ability to make monies available to the Economic Development Fund can be difficult because of complexities and legalities applicable to fee-in-lieu of tax arrangements and multi-county parks.

(b) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the SSRC Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the SSRC Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 5. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 6. Severability.

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

Section 7. Controlling Provisions.

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

Section 8. Effective Date.

This ordinance is effective upon third reading.

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:	November 8, 2021
Second Reading:	November 22, 2021
Public Hearing:	December 13, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

<u>Exhibit A</u> to Ordinance No. 2021–1767

Special Source Revenue Credit Agreement
Bowers Fibers, Inc.

See attached.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

BOWERS FIBERS, INC.

Dated as of December 13, 2021

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of December 13, 2021 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, the "Agreement"), is by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate, and a political subdivision of the State of South Carolina, and BOWERS FIBERS, INC. ("Bowers Fibers" or "Company"), a North Carolina corporation.

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized and empowered to establish a multicounty park ("MCP" or "Park") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and also authorized to provide special source revenue credits pursuant to Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "MCP Act") against fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") made pursuant to the MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding (*i*) infrastructure serving the project, or (*ii*) improved or unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing or commercial enterprise ("Special Source Improvements"), through which powers the industrial development of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in South Carolina and the County and thus to utilize and employ the workforce, products, and natural resources of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, the Company desires to invest capital in the County with an expected investment of $800,000 with an associated maintenance of at least ten (10) full-time jobs paying not less than $14 per hour (the "Project"); and

WHEREAS, to facilitate the provision of economic development incentives, the County is willing to commit to place the property of Bowers Fibers into the multi-county park established pursuant to the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina (the "Master MCP Agreement"), as authorized by the MCP Act or such other multi-county park established in accordance with the MCP Act; and

WHEREAS, in accordance with the MCP Act, real and personal property having a *situs* in a multi-county park in the County is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to the real and personal property but for the location of the real and personal property within the multi-county park and the exemption; and

WHEREAS, the County has determined to provide for inclusion of the Project Site in the Master MCP Agreement, if such property is not already so included, and to maintain the Project Site in the Master MCP Agreement, or a replacement or successor multi-county park, in order to facilitate the provision of, and receipt by, the Company of the special source revenue credits set forth in greater detail herein; and

WHEREAS, the County, as inducement for the location of the Project in the County, and in accordance with the MCP Act, has determined that the County shall provide, and the Company shall receive, special source revenue credits against each FILOT Payment due from the Company with respect to the Project, all as set forth in greater detail herein; and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by Ordinance No. 2021-1767 enacted by the County Council on December 13, 2021.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the above recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The defined terms in this Agreement shall for all purposes of this Agreement have the meanings specified in the recitals above and in this **Article I**, unless the context clearly otherwise requires. Except where the context otherwise requires, (*i*) words importing the singular number shall include the plural number and *vice versa*, and (*ii*) the words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

"Affiliate" means any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of Bowers Fibers, or which now or hereafter is owned in whole or in part by Bowers Fibers, or by any partner, shareholder or owner of Bowers Fibers, as well as any corporation, limited liability company, partnership or other Person, which now or hereafter bears a relationship to Bowers Fibers, as described in Section 267(b) of the Internal Revenue Code.

"Bowers Fibers" means the Company.

"Code" means the Code of Laws of South Carolina 1976, as amended.

"Company" means Bowers Fibers, Inc., a North Carolina corporation and its successors and assigns.

"Costs of Special Source Improvements" means all of the costs of designing, acquiring, constructing, improving, equipping or expanding the Special Source Improvements, whether incurred prior to or after the date of this Agreement, and shall be deemed to include, but not be limited to: (a) existing buildings and building improvements together with all existing machinery and equipment; (b) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Special Source Improvements; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Special Source Improvements, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising

construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Special Source Improvements; and (e) all other costs which shall be required under the terms of any contract for, or incurred in connection with, the designing, acquisition, construction, equipping and installation of the Special Source Improvements.

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

"*Full-Time Jobs*" means full-time jobs *(i.e.,* at least thirty (30) hours per week) maintained by Company for the Project, all with health care benefits ("Full-Time Jobs") at the following employment levels and in the designated timeframes: to have employed in Full-Time Jobs meeting the Wage Requirement, not less than an average of ten (10), for each calendar year beginning with calendar year 2021 (applicable to the FILOT Payment due without penalty by January 15, 2023) and ending with calendar year 2023 (applicable to the FILOT Payment due without penalty by January 15, 2025).

"*Jobs Commitment*" means the commitment of Bowers Fibers to maintain Full-Time Jobs.

"*Master MCP Agreement*" has the meaning ascribed thereto in the recitals of this Agreement.

"*MCP Act*" has the meaning ascribed thereto in the recitals of this Agreement.

"*Park*" has the meaning ascribed thereto in the recitals of this Agreement.

"*Person*" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust, any unincorporated organization, or a government or an agency or a political subdivision thereof.

"*Project*" has the meaning ascribed thereto in the recitals of this Agreement.

"*Project Site*" means the land identified by Parcel Identification No. 0066-00-032.00, with a physical address of 3577 Chester Highway, and consisting of approximately 51.99 acres.

"*Property Tax Year*" means the annual period which is equal to the fiscal year of Bowers Fibers, as of the original execution and delivery of this Agreement, and with respect to Bowers Fibers, the annual period ending on December 31 of each year.

"*Special Source Improvements*" has the meaning ascribed thereto in the recitals of this Agreement.

"*Special Source Revenue Credits*" or "*SSRCs*" shall mean the special source revenue credits provided by the County and described in **Section 3.01** hereof.

"*State*" means South Carolina.

"*Wage Requirement*" means an hourly wage rate not less than fourteen dollars ($14.00).

ARTICLE II

REPRESENTATIONS AND COVENANTS

SECTION 2.01. Representations by the County. The County represents that (*i*) it is a body politic and corporate and a political subdivision of the State, (*ii*) it is authorized by the MCP Act to enter into this Agreement, (*iii*) it has approved this Agreement in accordance with the procedural requirements of the MCP Act and any other applicable state law, and (*iv*) it has authorized its officials to execute and deliver this Agreement.

SECTION 2.02. Representations by the Company. Bowers Fibers makes the following representations:

(1) Bowers Fibers is a North Carolina corporation, duly organized, validly existing, and in good standing, under the laws of North Carolina and is authorized to transact business in South Carolina, has power to enter into this Agreement, and by proper corporate action has authorized the respective Bowers Fibers official or officials signing this Agreement to execute and deliver this Agreement. Bowers Fibers' fiscal year end is August 31st and Bowers Fibers will notify the County of any changes in the fiscal year of Bowers Fibers.

(2) The Special Source Revenue Credits provided by the County in the manner set forth in this Agreement have been instrumental to Bowers Fibers in inducing the location of the Project in the County.

SECTION 2.03 Covenants by the County. The County will use its best efforts to include, and thereafter maintain, the Project Site in the Master MCP Agreement for the term of this Agreement.

ARTICLE III

FILOT PAYMENTS AND SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. FILOT Payments and Special Source Revenue Credits.

(a) Company acknowledges and agrees that under the MCP Act, the Project is exempt from *ad valorem* property taxes and that the Company is required to make annual FILOT Payments with respect to the Project in an amount equal to what the *ad valorem* property taxes would be if the Project Site were not included in the Master MCP Agreement, less the Special Source Revenue Credits provided in **Section 3.01(b)** below. The FILOT Payments to be made by the Company under this Agreement shall be calculated in the same manner as *ad valorem* taxes and the Company shall receive, in addition to the Special Source Revenue Credits provided in **Section 3.01(b)** below, all other credits, exemptions, or reductions against *ad valorem* taxes or against payments in lieu of taxes due pursuant to the MCP Act allowed by law. County and Company acknowledge and agree that any exemption that would otherwise be allowed pursuant to Section 3(g), Article X of the Constitution of South Carolina and the exemptions allowed pursuant to Section 12-37-220(B)(32) and (34) of the Code shall be applied in the calculation of the FILOT Payments. The collection and enforcement of the FILOT Payments shall be as provided in Section 12-2-90 of the Code.

(b) To defray or reimburse the Costs of Special Source Improvements with respect to the Project, the County agrees to provide, and the Company shall, subject to the provisions of Section 3.02 hereof, receive, Special Source Revenue Credits equal to six and seven tenth a percent (6.7%) of the FILOT Payments due with respect to the Company's investments in real and personal property for a period of three (3) consecutive tax years, beginning with the FILOT Payment due from the Company for tax year 2022 (*i.e.*, the FILOT Payment due to be paid without penalty on or before January 15, 2023) and ending with the FILOT Payment due from the Company in tax year 2024 (*i.e.,* the FILOT Payment due to be paid without penalty on or before January 15, 2025). To receive in any year the Special Source Revenue Credits provided in this **Section 3.01(b)**, the Company must provide the documentation required by **Section 3.02** below that the Company placed in service for the Project real and personal property with a gross value of at least $800,000.

(c) The Special Source Revenue Credits to which the Company shall receive with respect to each tax year set forth above in **Section 3.01(b)** above shall be reflected by the County Auditor or other authorized County official or representative on each FILOT Payment bill sent to the Company by the County for each tax year, by reducing the fee-in-lieu of tax payment otherwise due from the Company for the tax year by the amount of Special Source Revenue Credits to be provided to the Company for the tax year.

(d) If **Section 3.01(b)** above, or the provision of the Special Source Revenue Credits is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement, to the maximum extent legally permitted.

(e) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS PROVIDED HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY AND ARE PROVIDED BY THE COUNTY SOLELY FROM THE FEE-IN-LIEU OF TAX PAYMENT MADE BY THE COMPANY WITH RESPECT TO THE PROJECT AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED IN CONNECTION WITH THE PROVISION OF THE SPECIAL SOURCE REVENUE CREDITS HEREUNDER.

(f) In accordance with the MCP Act, the Special Source Revenue Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project by the Company.

(g) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the special source revenue credits ends, and this Agreement is terminated, if the Company ceases operation of the Project. For purposes of this **Section 3.01(g)**, "**cease operations**" means permanent closure of the Project. The Company agrees that if this Agreement is terminated pursuant to this **Section 3.01(g)**, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(h) RESERVED.

(i) Notwithstanding any other provision of this Agreement, the SSRCs provided in **Section 3.01(b)** above are not applicable in any year in which the Company has failed to maintain either an investment in the Project of at least eight hundred thousand dollars ($800,000.00) or to fulfill the Jobs Commitment.

SECTION 3.02. Maintenance of Books and Records; Annual Reports; Examinations and Inspections; Confidential Information. (a) Bowers Fibers shall maintain, or cause to be maintained, such books and records with respect to the Project as will permit the identification of the portions of the Project placed in service, the amount of investment with respect thereto, and any computations of the fee-in-lieu of tax payment and the special source revenue credits made by Bowers Fibers hereunder. Bowers Fibers agrees to comply with all reporting requirements of the State and the County applicable to fee-in-lieu of tax property under the MCP Act, including without limitation the reports and returns required by Section 12-2-90 of the Code.

(b) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from Bowers Fibers that supports the respective returns of Bowers Fibers, as may be reasonably necessary to verify the calculations of the fee-in-lieu of tax payments by Bowers Fibers. For purposes of this Agreement, the term "County Official" includes the County Administrator, County Auditor, County Assessor, County Treasurer, and the County Director of Economic Development.

(c) Each year during the term hereof, the Company shall deliver to the County Auditor, the County Assessor, the County Treasurer, and County Director of Economic Development a copy of any form or return it files with the South Carolina Department of Revenue with respect to the Project at the same time as delivery thereof to the South Carolina Department of Revenue.

(d) During the term hereof, Bowers Fibers shall deliver to the County Auditor and the County Director of Economic Development on or before each May 31 following the end of a Property Tax Year, beginning with May 31, 2022, the information required by the County Auditor for a fee-in-lieu of tax payment bill to be prepared in accordance with this Agreement and **Section 3.01(a)** hereof. The information delivered must include, at a minimum, the amount of investment by the Company in Project property. The Company and County Director of Economic Development shall agree on a baseline investment amount that will be used to determine if the Company has fulfilled its obligation to invest in real and personal property for the Project a gross amount of at least $800,000, as provided in **Section 3.01(b)** above. In order to facilitate the administration of the special source revenue credits provided in **Section 3.01(b)** above, the Company shall file a separate schedule with its annual South Carolina Department of Revenue PT-300 filing (or successor form) listing only capital investments made that satisfy the Company's obligation to invest in real and personal property for the Project a gross amount of at least $800,000. The separate schedule shall be labeled "$800,000 Investment Obligation." If the information, certification, and the separate schedule required by this subsection are not delivered to the County Auditor and County Director of Economic Development on or before May 31 of the applicable year, Bowers Fibers agrees that the Special Source Revenue Credits are forfeited for the FILOT Payment due for Project property for the then current Property Tax Year.

(e) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all its books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by the Company to protect the confidentiality and proprietary rights of Bowers Fibers. Any such entrance upon and examination and inspection of the Project shall be at the County's expense.

(f) The County acknowledges and understands that the information provided by the Company may contain, and the Company may have and maintain at the Project, certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the operations and processes of the Company ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County to not knowingly and willfully disclose the marked and identified Confidential Information to any Person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

ARTICLE IV

TRANSFERS OF PROJECT PROPERTY; ASSIGNMENT

SECTION 4.01. Transfers of Project Property; Assignment of Interest in this Agreement. The County hereby acknowledges that the Company may from time to time and, to the extent permitted by applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interests in this Agreement, in whole or in part, to one or more Persons without the consent of the County; *provided, however,* that any transfer or assignment by the Company of all or any of their interest in this Agreement to any Person other than an Affiliate shall require the prior written consent or subsequent ratification of the County, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed and which shall be evidenced by resolution of County Council; and *provided, further,* that the Company shall provide written notice to the County of any such transfer or assignment. Subject to the foregoing provisions of this **Section 4.01**, no such sale, lease, conveyance, grant, transfer or assignment shall relieve the County from the County's obligation to provide the Special Source Revenue Credits to the Company, or any transferee or assignee of the same, under this Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If any party shall fail duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of thirty (30) days after written notice by another party, specifying the failure and requesting that it be remedied, is given to the defaulting party by first-class mail, then such party shall be in default under this Agreement (an "Event of Default"); *provided, however,* that if any such failure is not, with due diligence, susceptible of cure within such 30-day period, then such defaulting party shall have a period of time not to exceed sixty (60) days from the date of such written notice by the other party to remedy such failure, unless such parties agree in a writing signed by all parties to an extension of such time prior to its expiration.

SECTION 5.02. Legal Proceedings. Upon the happening of any Event of Default by a party, then and in every such case each other party in its respective discretion may:

(1) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting party to carry out any agreements with or for its benefit and to perform its duties under the MCP Act and this Agreement;

(2) bring suit upon this Agreement;

(3) exercise any or all rights and remedies provided by the applicable laws of South Carolina; or

(4) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this **Article V** to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination This Agreement shall automatically terminate on the date upon which all Special Source Revenue Credits provided for in **Section 3.01** hereof have been provided to, and received by, the Company. Additionally the County and the Company may jointly agree to terminate this Agreement at any time and the Company may, at its option, unilaterally terminate this Agreement at any time with respect to all, or any portion of the Project.

SECTION 6.02. Binding Effect; Successors and Assigns. This Agreement shall be binding, in accordance with its terms, and to the extent permitted by law, upon and inure to the benefit of the Company, the County and their respective successors and assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the Company and the County. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the Company and the County any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Company and the County.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provisions had not been contained herein so as to most closely effectuate the legal, valid and enforceable intent hereof and so as to afford the Company with the maximum benefits to be derived herefrom.

SECTION 6.05. No Liability for Personnel of the County, the Company or the Affiliated Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any elected official, member, agent, or employee of the County or its governing body or the Company or any of their respective officers, elected officials, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official of the County or the Company executing this Agreement is liable personally on the Special Source Revenue Credits or this Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (*i*) delivered or (*ii*) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) As to the County:

Lancaster County
Attn.: County Administrator
P.O. Box 1809 (29721)
101 N. Main Street, 2nd Floor (29720)
Lancaster, South Carolina
Phone: (803) 416-9300
Facsimile No.: (803) 285-3361

with a copy to (which shall not constitute notice for purposes of this Agreement):

Mr. Jamie Gilbert
Economic Development Director, Lancaster County

P.O. Box 1809
Lancaster, South Carolina 29721
Phone: (803) 286-3633
Facsimile No.: (803) 416-9497
Email: jgilbert@lancastercountysc.net

(b) As to Bowers Fibers:

Bowers Fibers, Inc.
3577 Chester Highway
Lancaster, SC 29720-0149
Facsimile No.: _____

The County and the Company shall, by notice given under this **Section 6.06**, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. RESERVED.

SECTION 6.08. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 6.09. Agreement to Sign Other Documents and to Take Further Action. The County agrees that it will from time to time execute and deliver such further instruments, in form and substance reasonably acceptable to it, and take such further action as may be reasonable and as may be requested by the Company as may be required to carry out the purpose of this Agreement. The requesting party shall reimburse, or cause reimbursement of, the County for reasonable attorneys' fees, related to review and negotiation of such further instruments. Such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any South Carolina constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, other than against the fee-in-lieu of tax payments made by the Company with respect to the Project, or a charge against its general credit or taxing power or pledge the credit or taxing power of the County, the State, or any other political subdivision of the State.

SECTION 6.10. 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 does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 6.11. Applicable Law. The laws of South Carolina govern the construction of this Agreement.

SECTION 6.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.13. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.14. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving party.

SECTION 6.15. Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, Lancaster County, South Carolina has caused this Agreement to be executed by its respective appropriate officials and its respective corporate seal to be hereunto affixed and attested and Bowers Fibers, Inc. has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

[SEAL]

Attest:

_____
Sherrie Simpson, Clerk to Council,
Lancaster County, South Carolina

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

BOWERS FIBERS, INC.,
a North Carolina corporation

By: _____

Its: _____

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, December 13, 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. 2021-1767, an ordinance titled **"AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND BOWERS FIBERS, INC., PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND."** Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on November 17th 2021.

SWORN to before me this 17th day of November, 2021

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley Johnson
Ashley L Johnson
NOTARY PUBLIC
SOUTH CAROLINA

Newspaper Rep Signature

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1770
Contact Person / Sponsor: John DuBose / County Attorney
Department: Administration
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Section 6-1-330, Code of Laws of South Carolina 1976, as amended, authorizes the County, acting by and through the Council, to charge and collect service or user fees, including uniform service charges, subject to the following requirements: (*i*) the imposition of the service or user fee must be accomplished by ordinance approved by a vote for adoption by a majority of the members of the entire Council, whether present or not; (*ii*) Council must provide public notice of the service or user fee being considered and hold a public hearing on the proposed service or user fee prior to final adoption; and (*iii*) revenue derived from the service or user fee to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the service or user fee is paid.

Council approved on June 28, 2021, Resolution No. 1157-R2021, and on October 11, 2021, Resolution No. 1177-R2021, both providing for, among other things, a public hearing to be held on the question of the establishment of the proposed fire protection district, which was held by Council on October 25, 2021, and submitting to the voters in the proposed district a non-binding advisory referendum, which was held on November 2, 2021.

Points to Consider:
Council has previously established fire protection districts in other areas of the County, more specifically, the Pleasant Valley area (Pleasant Valley Fire Protection District) and the Indian Land area (Indian Land Fire Protection District) and in both districts rates and charges are imposed for the purpose of funding permanent improvements and capital expenditures, including debt service on general obligation bonds, leases and other forms of indebtedness allowed by law, and to the extent the revenue from the rates and charges exceed the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the respective district.

Establishing a fire protection district in the Van Wyck area will provide a uniform level of service and funding for fire protection services throughout the Van Wyck area.

It is the purpose of this ordinance to establish, pursuant to the Act, a fire protection district for the Van Wyck area.

Funding and Liability Factors:
Council shall annually provide for the imposition of rates and charges within the District for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection and to pay directly or indirectly debt service on general obligation bonds, leases or other forms of indebtedness allowed by law. If the revenue from the rates and charges exceed the amount necessary for permanent improvements and capital expenditures, including indebtedness, then the excess revenue may be used for the operation and maintenance of the District.

There is imposed in the District an annual charge of ninety dollars ($90.00) for each equivalent residential unit (ERU). For purposes of billing and collection, the annual charge shall be certified by the County Assessor to the County Auditor, to be placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills, to be collected with and in the same manner as all other taxes and charges. The charge is a charge against and runs with the parcels of real property located in the District, as set forth herein. The ERU for specific properties shall be determined using the following conversion table:

Land Use	Conversion Table
Single Family Detached Housing	One Dwelling Unit per ERU

Multi-Family Housing	One Dwelling Unit per ERU			
All Uses Other than Single and Multi-Family	One ERU for each 2500	square feet, or fraction	thereof	

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

Monies collected from the annual charge may be used only as provided in Section 4., subsection (A) of the Ordinance. Revenues from the charge shall be deposited in a special fund, separate and distinct from all other funds of the County. Monies in the special fund may be expended only pursuant to appropriation by the Council and in accordance with the terms of this ordinance. Any unexpended balance in the special fund at the end of any fiscal year shall be carried forward into the next fiscal year and expended for the same purposes.

Council is empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure, as needed for fire protection in the District. The full faith, credit, and taxing power of the county must be irrevocably pledged to the repayment of the bonds. The general obligation bonds are payable from an *ad valorem* tax levied annually by the county auditor and collected by the county treasurer. It is the Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the revenues from the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

Council Options:
Approve, amend or disappove the ordinance.

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1770	11/12/2021	Ordinance
Election Results for the Establishment of the Van Wyck Fire Protection District	11/12/2021	Backup Material
Board of Canvassers Statements	11/12/2021	Backup Material
Notice of Public Hearing for Ordinance 2021-1770	12/2/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1770**
COUNTY OF LANCASTER)

AN ORDINANCE

TO ESTABLISH THE VAN WYCK FIRE PROTECTION DISTRICT; TO PROVIDE FUNDING FOR THE DISTRICT THROUGH THE IMPOSITION OF RATES AND CHARGES; TO EMPOWER THE COUNTY COUNCIL TO ISSUE GENERAL OBLIGATION BONDS OF THE COUNTY FOR THE DISTRICT; AND TO PROVIDE FOR THE ADMINISTRATION OF THE DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines:

(a) Lancaster County is a political subdivision of the State of South Carolina and possesses certain powers granted by the Constitution and general laws of the State.

(b) Pursuant to Title 4, Chapter 19, Code of Laws of South Carolina 1976, as amended (the "Act"), the Council is vested with the power to establish, operate, and maintain a system of fire protection including the power to designate areas of the county where fire protection service may be furnished and to fund the services through the imposition of a schedule of rates and charges or the levy and collection of *ad valorem* taxes or both.

(c) Section 6-1-330, Code of Laws of South Carolina 1976, as amended, authorizes the County, acting by and through the Council, to charge and collect service or user fees, including uniform service charges, subject to the following requirements: (*i*) the imposition of the service or user fee must be accomplished by ordinance approved by a vote for adoption by a majority of the members of the entire Council, whether present or not; (*ii*) Council must provide public notice of the service or user fee being considered and hold a public hearing on the proposed service or user fee prior to final adoption; and (*iii*) revenue derived from the service or user fee to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the service or user fee is paid.

(d) Council approved on June 28, 2021, Resolution No. 1157-R2021, and on October 11, 2021, Resolution No. 1177-R2021, both providing for, among other things, a public hearing to be held on the question of the establishment of the proposed fire protection district, which was held by Council on October 25, 2021, and submitting to the voters in the proposed district a non-binding advisory referendum, which was held on November 2, 2021.

(e) In the non-binding advisory referendum held on November 2, 2021, a total of 719 votes were cast, of which 651 were in favor of the establishment of the Van Wyck Fire Protection District and 68 were opposed.

(f) Council has provided all required public notices and conducted all required public hearings.

(g) The powers conferred upon Council by the Act include the power to issue general obligation bonds of the County, payable from rates and charges imposed within the district and, if the revenue from the rates and charges are insufficient to service the debt, then from an *ad valorem* tax levied to service the debt.

(h) Council has previously established fire protection districts in other areas of the County, more specifically, the Pleasant Valley area (Pleasant Valley Fire Protection District) and the Indian Land area (Indian Land Fire Protection District) and in both districts rates and charges are imposed for the purpose of funding permanent improvements and capital expenditures, including debt service on general obligation bonds, leases and other forms of indebtedness allowed by law, and to the extent the revenue from the rates and charges exceed the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the respective district.

(i) Establishing a fire protection district in the Van Wyck area will provide a uniform level of service and funding for fire protection services throughout the Van Wyck area.

(j) It is the purpose of this ordinance to establish, pursuant to the Act, a fire protection district for the Van Wyck area.

(k) The establishment of the Van Wyck Fire Protection District satisfies the requirements and conditions set forth in Section 4-19-10 and Section 4-19-20 of the Act.

Section 2. Establishment of Van Wyck Fire Protection District.

By this ordinance, Council establishes the Van Wyck Fire Protection District (the "District") pursuant to the Act.

Section 3. Description of Area of Van Wyck Fire Protection District.

The area designated as the Van Wyck Fire Protection District is the area bounded as follows:

The **NORTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the CSX Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or

formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet Jr. Family, TMS No. 0019-00-030.05; (25) then southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00; (26) then along the northwestern boundary (crossing Van Wyck Road) of property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00 (crossing back over Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County (the point of the beginning of the western boundary of the Van Wyck Fire Protection District).

The **WESTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County (the point of the end of the northern boundary of the Van Wyck Fire Protection District), then going generally southward along the boundary of Lancaster County and York County to the point of beginning of the southern boundary of the Van Wyck Fire Protection District.

The **SOUTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the confluence of Waxhaw Creek and the Catawba River, (1) then generally northeasterly along Waxhaw Creek to the centerline of Riverside Road; (2) then generally easterly along the centerline of Riverside Road to its intersection with the centerline of Porter Ranch Road; (3) then generally northeasterly along the centerline of Porter Ranch Road to its intersection with the centerline of State Road S-29-177; (4) then generally easterly along the centerline of State Road S-29-177 to its intersection with the centerline of Old Hickory Road; (5) then generally southeasterly along the centerline of Old Hickory Road to its intersection with the centerline of W. North Corner Road; (6) then generally easterly along the centerline of W. North Corner Road to its intersection with the centerline of U.S. 521 (Charlotte Highway);

and (7) then from the centerline intersection of U.S. 521 (Charlotte Highway) and the centerline intersection of E. North Corner Road generally north northeasterly along the centerline of E. North Corner Road to the point where E. North Corner Road meets the North Carolina state line (the point of beginning of the eastern boundary of the Van Wyck Fire Protection District).

The **EASTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the point where E. North Corner Road meets the North Carolina state line, then going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the centerline of Niven Road (the point of beginning of the northern boundary of the Van Wyck Fire Protection District).

Section 4. Imposition of Rates and Charges.

(A) Council shall annually provide for the imposition of rates and charges within the District for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection and to pay directly or indirectly debt service on general obligation bonds, leases or other forms of indebtedness allowed by law. If the revenue from the rates and charges exceed the amount necessary for permanent improvements and capital expenditures, including indebtedness, then the excess revenue may be used for the operation and maintenance of the District.

(B)(1) There is imposed in the District an annual charge of ninety dollars ($90.00) for each equivalent residential unit (ERU). For purposes of billing and collection, the annual charge shall be certified by the County Assessor to the County Auditor, to be placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills, to be collected with and in the same manner as all other taxes and charges. The charge is a charge against and runs with the parcels of real property located in the District, as set forth herein. The ERU for specific properties shall be determined using the following conversion table:

Land Use	Conversion Table
Single Family Detached Housing	One Dwelling Unit per ERU
Multi-Family Housing	One Dwelling Unit per ERU
All Uses Other than Single and Multi-Family	One ERU for each 2500 square feet, or fraction thereof

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

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

Section 5. General Obligation Bonds.

Council is empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure, as needed for fire protection in the District. The full faith, credit, and taxing power of the county must be

irrevocably pledged to the repayment of the bonds. The general obligation bonds are payable from an *ad valorem* tax levied annually by the county auditor and collected by the county treasurer. It is the Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the revenues from the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

Section 6. Administration of District.

(A)(1) By passage of this ordinance, Council creates the Van Wyck Fire Protection District Commission. The purpose of the commission is to operate the District. The commission consists of five members. Four of the five members shall be appointed by Council and these four members must reside within the District. The Fire Chief for the Van Wyck Fire Department, or the designee of the Van Wyck Fire Department, shall serve ex-officio and as a full voting member. The term of office for commission members is four years. Two of the four initial appointments, determined by Council by lot, shall have a term that ends on June 30, 2023 and the other two shall have a term that ends on June 30, 2025. All terms end on June 30. A person who has served two (2) consecutive terms on the commission is ineligible for appointment for an additional term unless a period of at least two (2) years has elapsed since the expiration of the person's last term; *provided, however,* upon a two-thirds vote of the Council members, a person may be reappointed to the commission notwithstanding the term limitation. Time served in filling a vacancy is not included in the term limitation. Members serve until their successors are appointed and qualified. Vacancies must be filled for the unexpired term in the same manner as the original appointment.

(2) A member of the commission who misses three consecutive meetings of the commission during any fiscal year or a total of five meetings in any fiscal year vacates the office to which the member is appointed. The vacancy in the office exists as of the end of the meeting missed by the member that triggers the vacancy and the vacancy shall be filled in the same manner as other vacancies. When a vacancy occurs pursuant to this item, the commission chair or the chief administrative officer of the commission shall notify the clerk to council in writing as soon as possible.

(3) Members of the commission serve at the pleasure of County Council.

(B) All members serve without compensation, but may be reimbursed for actual expenses and mileage pursuant to county policy after approval by the commission chair and the county administrator.

(C) The commission of the Van Wyck Fire Protection District shall organize itself by electing one of its members as chair and one as vice-chair whose terms must be for one year. The commission may provide for the election of any other officers it considers necessary.

(D) The commission shall meet at the call of the chair and at the times the chair or commission may determine. Meetings shall be held not less frequently than once each calendar quarter. Meetings of the commission shall be conducted in accordance with the Freedom of Information Act, codified as Title 30, Chapter 4, Code of Laws of South Carolina 1976, as amended.

(E) Within one (1) year of the member's appointment and at such other times as may be required by Council, the member shall attend a training session provided by the county on the topics of fiduciary duties, county fiscal and personnel policies, and other responsibilities and duties of a commission member.

(F) Annually, at the time designated by the county administrator or the county administrator's designee, the commission shall submit to the Council an operating budget for the ensuing fiscal year adequate to fund the operation and programs of the commission.

(G) The expenditure of any funds by the commission is subject to the purchasing rules and financial procedures of the county as adopted by the Council. The commission shall designate a person on the commission to serve as liaison with the offices of the county administrator and county finance director to ensure compliance with these rules and procedures.

(H) The county shall include the commission in the annual independent audit of the financial records of the county.

(I) The commission is subject to the county's personnel policies including wage and salary guidelines.

Section 7. Notice of Action.

The County Administrator is authorized and directed to provide for the giving of notice of Council's action as required by Section 4-19-20(5) of the Act. The notice shall be substantially in the form of the notice attached to this ordinance as Exhibit A. The notice shall be published once a week for two successive weeks in a newspaper of general circulation within the County.

Section 8. 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 9. Controlling Provisions.

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

Section 10. 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:	November 8, 2021
Second Reading:	November 22, 2021
Public Hearing:	December 13, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

Exhibit A to Ordinance No. 2021-1770

Notice of Council Action

LANCASTER COUNTY COUNCIL

NOTICE OF ESTABLISHMENT OF THE VAN WYCK FIRE PROTECTION DISTRICT

The Lancaster County Council gives notice of its action adopting Ordinance No. 2021-1770 to establish the Van Wyck Fire Protection District. The area designated as the Van Wyck Fire Protection District is the area bounded as follows:

The **NORTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the CSX Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet Jr. Family, TMS No. 0019-00-030.05; (25) then southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00; (26) then along the northwestern boundary

(crossing Van Wyck Road) of property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00 (crossing back over Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County (the point of the beginning of the western boundary of the Van Wyck Fire Protection District).

The **WESTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County (the point of the end of the northern boundary of the Van Wyck Fire Protection District), then going generally southward along the boundary of Lancaster County and York County to the point of beginning of the southern boundary of the Van Wyck Fire Protection District.

The **SOUTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the confluence of Waxhaw Creek and the Catawba River, (1) then generally northeasterly along Waxhaw Creek to the centerline of Riverside Road; (2) then generally easterly along the centerline of Riverside Road to its intersection with the centerline of Porter Ranch Road; (3) then generally northeasterly along the centerline of Porter Ranch Road to its intersection with the centerline of State Road S-29-177; (4) then generally easterly along the centerline of State Road S-29-177 to its intersection with the centerline of Old Hickory Road; (5) then generally southeasterly along the centerline of Old Hickory Road to its intersection with the centerline of W. North Corner Road; (6) then generally easterly along the centerline of W. North Corner Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); and (7) then from the centerline intersection of U.S. 521 (Charlotte Highway) and the centerline intersection of E. North Corner Road generally north northeasterly along the centerline of E. North Corner Road to the point where E. North Corner Road meets the North Carolina state line (the point of beginning of the eastern boundary of the Van Wyck Fire Protection District).

The **EASTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the point where E. North Corner Road meets the North Carolina state line, then going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the centerline of Niven Road (the point of beginning of the northern boundary of the Van Wyck Fire Protection District).

Ad valorem taxes will not be levied within the Van Wyck Fire Protection District for the operation and maintenance of it.

Rates and charges will be imposed within the Van Wyck Fire Protection District for the purpose of paying directly, or paying for indebtedness incurred, to fund permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection. If the revenue from the rates and charges exceed the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the District. The initial annual charge as set in Ordinance No. 2021-1770 is ninety dollars ($90.00) for each equivalent residential unit (ERU).

Council is empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection. The general obligation bonds are payable from an *ad valorem* tax levied annually by the

County Auditor and collected by the County Treasurer. It is the Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

	Town Council Two Year Term Town of Van Wyck					Establishment of VW Fire Protection Dist Van Wyck Fire District		
	VOTE FOR 2					VOTE FOR 1		
	Lance Kip Awbrey	Bob Doster	Xavier Kee	Write-in Totals	Total Votes Cast	Yes, In Favor of the Question	No, Opposed to the Question	Total Votes Cast
Van Wyck	46	84	104	6	240	166	39	205
Gold Hill	19	15	12	1	47	470	21	491
Osceola	8	13	5	1	27	10	8	18
Failsafe	0	0	0	0	0	0	0	0
Provisional	0	2	1	0	3	5	0	5
Failsafe Provisional	0	0	1	0	1	0	0	0
Totals	**73**	**114**	**123**	**8**	**318**	**651**	**68**	**719**

Report generated with Electionware Copyright © 2007-2020

STATE OF SOUTH CAROLINA

LANCASTER COUNTY BOARD OF CANVASSERS

STATEMENTS AND RETURNS OF VOTES

Heath Springs
Van Wyck
Van Wyck Fire District
Kershaw

FOR

GENERAL ELECTION

ELECTION DATE: 11/02/2021

We, the County Board of Canvassers, certify that all proper procedures for canvassing votes in this election have been followed, and we have received written confirmation of the same from county voter registration and elections office staff; and upon such confirmation and any further review of our own, we certify the following results of this election are correct in all respects.

Ronnie Wall

Certification Date: 11/04/2021

SEC FRM 1104-200811

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

NOTICE OF PUBLIC HEARING

Lancaster County Council

Pursuant to Section 4-9-130 and Section 6-1-330, Code of Laws of South Carolina 1976, as amended, a public hearing is scheduled for Monday, December 13, 2021, at 6:00 p.m. in County Council Chambers, second floor of the 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. 2021-1770, titled "AN ORDINANCE TO ESTABLISH THE VAN WYCK FIRE PROTECTION DISTRICT; TO PROVIDE FUNDING FOR THE DISTRICT THROUGH THE IMPOSITION OF RATES AND CHARGES; TO EMPOWER THE COUNTY COUNCIL TO ISSUE GENERAL OBLIGATION BONDS OF THE COUNTY FOR THE DISTRICT; AND TO PROVIDE FOR THE ADMINISTRATION OF THE DISTRICT." The ordinance includes provisions placing into effect service or user fees for the furnishing of fire protection services within the Van Wyck area, as authorized by Title 4, Chapter 19, Code of Laws of South Carolina 1976, as amended. 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.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on November 17th 2021.

SWORN to before me this 17th day of November, 2021

Ashley Johnson
Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley Johnson
Ashley L Johnson
NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1778
Contact Person / Sponsor: John DuBose / County Attorney
Department: Administration
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Lancaster County is being asked to add properties to the Master Multi-County Park (MCP) Agreement with Chesterfield County. The Amended and Restated Park Agreement provides that property may be added to the Multi-County Park upon the passage of an approving ordinance of the county in which the subject property is located and a resolution of the non-host county. Each year, the County adds the properties into the MCP Agreement that have been approved throughout the calendar year. The County, during this year, approved by ordinance that the following properties could be added in the MCP agreement: (1) Accutrex Producst, Inc (Project Tattoo); (2) Bowers Fibers, Inc.; and (3) VI Real Estate, Inc. - VOCO America, Inc.

Chesterfield County, as required, will process a resolution corresponding to our ordinance, most likely at the Chesterfield County Council meeting scheduled for December 1, 2021.

Points to Consider:
Lancaster County, South Carolina, is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks.

Lancaster County and Chesterfield County, South Carolina, are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013.

Funding and Liability Factors:
Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions: (1) if the property is in the Lancaster County portion of the Park then Lancaster County receives 99% and Chesterfield receives 1%; and (2) if the property is in the Chesterfield County portion of the park then Lancaster County receives 1% and Chesterfield County receives 99%.

Council Options:
Approve or disapprove the Ordinance.

Recommendation:
Approve the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum from Mike Ey regarding the Master Multi-County Park Agreement - 2021 Additional Properties	10/25/2021	Backup Material
Master Multi-County Park Agreement Updated Through December 2020	10/25/2021	Agreement
Ordinance 2021-1778	10/25/2021	Ordinance

MEMORANDUM

TO: John K. Dubose, III
Jamie Gilbert
Sherrie Simpson

FROM: J. Michael Ey

DATE: October 18, 2021

RE: Master Multi-County Park Agreement – 2021 Additional Properties

---

A typical economic development incentive package for Lancaster County includes placing the project land in a multi-county business or industrial park and maintaining that multi-county park status for the duration of the other incentives. Since 2014, Lancaster County has partnered with Chesterfield County for multi-county park purposes – see the Amended and Restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, Originally Dated as of December 9, 2013 and Effective July 1, 2014, Amended and Restated as of November 9, 2015 (Exhibits Updated Through December 14, 2020) (the "Master MCP Agreement"). The Master MCP Agreement provides for the addition of property by passage of an ordinance by the County in which the property is located and the passage of a resolution by the other County.

Prior to 2020, to provide multi-county park status for a project, Council would pass a separate ordinance for each individual project. Given that approach to providing multi-county park status, the volume of economic development activity over the last few years was causing a steady stream of multi-county park ordinances and resolutions to be processed. The processing became too cumbersome. For that reason, beginning in 2020, we held off on processing individual multi-county park documents and chose instead to process them as a batch. Ordinance No. 2020-1694, approved on November 23, 2020, was the first ordinance in which we processed the multi-county park property additions as a batch.

For 2021, I would suggest the Council follow the same process as used in 2020 for adding properties to the Master MCP Agreement. The accompanying ordinance (proposed Ordinance No. 2021-1778) provides multi-county park status for three economic development projects (Accutrex Products, Inc., Bowers Fibers, Inc., and VI Real Estate, Inc. – VOCO America, Inc.) either approved by Council over the last twelve months or in process and fulfills the County's contractual or likely contractual commitment to provide multi-county park status for each project. Please note that the Accutrex project involves four parcels, two of which are currently in a separate multi-county park arrangement between Lancaster County and Chesterfield County – Council is being asked to "clean-up" the Accutrex property multi-county park status by terminating the separate multi-county park agreement and placing all of the Accutrex property in the Master MCP Agreement. See the separate ordinance and discussion for additional information on the termination of the prior Accutrex MCP Agreement. Proposed Ordinance No. 2021-1778 needs to be given third reading before the end of the year. As a final comment and as noted above, the process for adding Lancaster County properties to the Master MCP Agreement requires the

passage of an approving resolution by the partnering county (Chesterfield). Chesterfield County Council approval of a resolution is expected by the end of the year.

For 2021, the following properties are proposed for inclusion in the Master Multi-County Park Agreement with Chesterfield County:

Accutrex Products, Inc. (Project Tattoo)

Commitment made in Resolution 1142-R2021 (Inducement Resolution), Ordinance No. 2020-1719, and associated Fee Agreement. See above for discussion concerning a previous MCP Agreement for two of the Accutrex parcels and the separate ordinance and discussion for additional information on the termination of the prior Accutrex MCP Agreement.

- Parcel Identification No. 0069-00-094.00, 8.239 acres, 2077 Pageland Highway, Accutrex Products, Inc. Precision Parts Division. This parcel is included in the separate 2012 Multi-County Park Agreement.
- Parcel Identification No. 0069-00-095.00, 0.71 acres, 2145 Pageland Highway, Accutrex Products, Inc.
- Parcel Identification No. 0069-00-095.02, 4.802 acres, Pageland Highway, Accutrex Products, Inc.
- Parcel Identification No. 0069-00-107.00, 4.1 acres, 1968 Sunshine Road, Accutrex Products, Inc. Precision Parts Division. This parcel is included in the 2012 Multi-County Park Agreement.

Bowers Fibers, Inc.

Commitment made in Ordinance No. 2021-1767 and associated Special Source Revenue Credit Agreement. Ordinance No. 2021-1767 is set for third reading approval on either November 22, 2021, or December 13, 2021.

- Parcel Identification No. 0066-00-032.00, 51.995 acres, 3577 Chester Highway, Bowers Fibers, Inc.

VI Real Estate, Inc. – VOCO America, Inc.

Commitment made by the Department of Economic Development. Council is expected to consider Ordinance No. 2021-1768 and an associated Fee Agreement and Special Source Revenue Credit Agreement either before the end of 2021 or at the beginning of 2022.

- Parcel Identification No. 0006-00-085.04, 1.623 acres, Rosemont Drive, VI Real Estate, Inc.

* * * *

Attachments:

1. Master Multi-County Park Agreement.
2. Proposed Ordinance No. 2021-1778.

Amended and Restated

Master Multi-County Park Agreement

between

Chesterfield County, South Carolina

and

Lancaster County, South Carolina

Originally Dated as of December 9, 2013 and Effective July 1, 2014

Amended and Restated as of November 9, 2015

(Exhibits Updated Through December 14, 2020)

Amended and Restated
Master Multi-County Park Agreement

between

Chesterfield County, South Carolina and Lancaster County, South Carolina

Originally Dated as of December 9, 2013 and Effective July 1, 2014
Amended and Restated as of November 9, 2015

This AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT is made and entered into as of the 9th day of November, 2015, by and between CHESTERFIELD COUNTY, SOUTH CAROLINA ("Chesterfield County") and LANCASTER COUNTY, SOUTH CAROLINA ("Lancaster County") (collectively, Chesterfield County and Lancaster County are the "Parties"), each a body politic and corporate, a political subdivision of the State of South Carolina ("Amended and Restated Master Agreement").

In consideration of the mutual agreements, representations and benefits contained in this Master Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Chesterfield County and Lancaster County agree as follows:

1. Effective Date. This Amended and Restated Master Agreement is effective at 12:00 a.m. (midnight), November 9, 2015 (the "Effective Date").

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172, and -175 of the Code of Laws of South Carolina 1976, as amended (the "MCP Law"), authorizes contiguous counties to jointly develop industrial and business parks within the geographical boundaries of one or more of the participating counties. Lancaster County authorized and approved this Amended and Restated Master Agreement by passage of Ordinance No. 2015-1352 and Chesterfield County authorized and approved this Amended and Restated Master Agreement by passage of Ordinance No. 14-15-20.

3. Purpose; Intent. (A) *General.* The purpose of this Amended and Restated Master Agreement is to *(i)* provide for the establishment of a multi-county park in accordance with the MCP Law consisting of multiple properties located in each county, *(ii)* encourage the investment of capital and the creation of jobs in Lancaster County and Chesterfield County, and *(iii)* to provide a simple process for the two counties to use the multi-county park mechanism as a tool to recruit new business and industry to locate in the respective counties and to encourage the expansion of existing business and industry.

(B) *Prior Agreement.* It is the intention of the Parties for this Amended and Restated Master Multi-County Park Agreement to replace and supersede for all purposes the Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina dated December 9, 2013 and effective July 1, 2014.

4. Agreement to Develop Park. The Parties agree to jointly develop an industrial and business park in accordance with the MCP Law and the terms and conditions of this Amended and Restated Master Agreement (the "Park").

5. The Park. (A) *Location.* The Park consists of property located in Lancaster County, as further identified in Exhibit A (Lancaster County) to this Amended and Restated Master Agreement, and property located in Chesterfield County, as further identified in Exhibit B (Chesterfield County), to this Amended and Restated Master Agreement. The Park may consist of non-contiguous properties within each county.

(B) *Addition and Removal of Property.*

(1) *County Action Required.* Property may be added to the Park by ordinance of the county in which the subject property is located and resolution of the non-host county. Property may be removed from the Park by ordinances of both counties.

(2) *Revised Exhibits.* If property is added to or removed from the Park, this Amended and Restated Master Agreement is deemed amended and a revised Exhibit A (Lancaster County) or Exhibit B (Chesterfield County), as applicable, shall be prepared by the county in which the added or removed property is located. The revised exhibit must contain a description or other identification of the properties included in the Park, after the addition or removal. A copy of the revised exhibit shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

(3) *Public Hearings and Notice.* Prior to the adoption by either county of an ordinance authorizing the removal of property from the Park, the county council in the county in which the property to be removed is located, shall hold a public hearing. The county that will conduct the public hearing must give notice of the public hearing by publication in a newspaper of general circulation in the county in which the public hearing will be held at least once and not less than fifteen (15) days prior to the public hearing. Notice of the public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to the public hearing upon the owner of the real property and, if applicable, the lessee of any real property which would be removed from the Park.

6. Fee in Lieu of Taxes. Pursuant to article VIII, section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Amended and Restated Master Agreement and the MCP Law an amount equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of the property within the Park ("Fee in Lieu of Taxes" or "FILOT").

7. Allocation of Expenses. Lancaster County and Chesterfield County shall bear the expenses for the development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	100%
(2)	Chesterfield County	0%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	0%
(2)	Chesterfield County	100%

8. Allocation of Revenues. Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	99%
(2)	Chesterfield County	1%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	1%
(2)	Chesterfield County	99%

9. Revenue Allocation Within Each County. (A) *Host County.* Revenues generated by the Park through the payment of Fee in Lieu of Taxes shall be distributed to Lancaster County and to Chesterfield County, as applicable, according to the proportions established by Paragraph 8 of this Amended and Restated Master Agreement. With respect to revenues allocable to Lancaster County or Chesterfield County by way of FILOT generated within the respective county (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the council of the Host County; provided, that *(i)* all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and *(ii)* with respect to amounts received in any fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received between operations and debt service of the taxing entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the council of the Host County.

(B) *Non-Host County.* Revenues allocable to Lancaster County by way of FILOT generated within Chesterfield County shall be distributed solely to Lancaster County. Revenues allocated to Chesterfield County by way of FILOT generated within Lancaster County shall be distributed solely to Chesterfield County.

10. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. The Parties agree that the entry by Lancaster County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as amended ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Lancaster County portion of the Park and the terms of those agreements shall be at the sole discretion of Lancaster County. The Parties further agree that entry by Chesterfield County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Chesterfield County portion of the Park and the terms of those agreements shall be at the sole discretion of Chesterfield County.

11. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Lancaster County and Chesterfield County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 8 and 9 of this Amended and Restated Master Agreement.

12. Applicable Regulations. Any applicable ordinances and regulations of Chesterfield County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Chesterfield County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Lancaster County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Lancaster County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply.

13. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Chesterfield County is vested with the Sheriff's Department of Chesterfield County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Lancaster County is vested with the Sheriff's Department of Lancaster County. If any of the Park properties located in either Chesterfield County or Lancaster County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

14. Severability. If any provision or any part of a provision of this Amended and Restated Master Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Amended and Restated Master Agreement.

15. Amendments. The provisions of this Amended and Restated Master Agreement may be modified or amended only in a writing signed by the Parties.

16. Headings and Catch Lines. The headings of the paragraphs and subparagraphs of this Amended and Restated Master Agreement are inserted for convenience only and do not constitute a part of this Amended and Restated Master Agreement.

17. Governing Law. This Amended and Restated Master Agreement, and all documents executed in connection with it, shall be construed in accordance with and governed by the laws of the State of South Carolina.

18. Counterparts. This Amended and Restated Master Agreement may be executed in any number of counterparts, and all of the counterparts taken together constitute one and the same instrument.

19. Binding Agreement. This Amended and Restated Master Agreement is binding upon and shall inure to the benefit of the respective Parties.

20. Merger. This Amended and Restated Master Agreement, and all documents executed in connection with it, express the entire understanding and all agreements of the Parties with each other, and neither Lancaster County nor Chesterfield County has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Amended and Restated Master Agreement.

21. Waiver. Either party may waive compliance by the other party with any term or condition of this Amended and Restated Master Agreement only in a writing signed by the waiving party. The failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

22. Termination. (A) *Duration and Renewal.* This Amended and Restated Master Agreement commences on the Effective Date and ends on December 31, 2063, *provided*, that this Amended and Restated Master Agreement is automatically extended for a renewal term of ten (10) years, and for not more than a total of five (5) ten (10) year renewal terms, unless either Lancaster County or Chesterfield County gives written notice to the other not less than one hundred eighty (180) days prior to the end of the applicable term that the party objects to the extension of this Amended and Restated Master Agreement. If either county gives written notice to the other of its objection to the extension of this Amended and Restated Master Agreement, then the county in which the real property is located shall give notice of the termination of this Amended and Restated Master Agreement to the owner of the real property and, if applicable, the lessee of any real property, located within the Park in that county not less than ninety (90) days prior to the end of the applicable term and the notice shall be provided in the manner set forth in subparagraph (B)(3) of Paragraph 5 of this Amended and Restated Master Agreement.

(B) *Mutual Termination.* Notwithstanding the provisions of subparagraph (A) of this Paragraph 22, the Parties may mutually agree to terminate this Amended and Restated Master

Agreement at any time upon passage of an ordinance to that effect by each county and after conducting a public hearing and giving notice as set forth in subparagraph (B)(3) of Paragraph 5 of this Amended and Restated Master Agreement.

WITNESS our hands and seals as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper
Chair, County Council

Billy Mosteller
Secretary, County Council

(Seal)

ATTEST:

Sherrie M. Simpson, Clerk to Council

CHESTERFIELD COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

Al Johnson
Chair, County Council

ATTEST:

Betty M. Boswell
Clerk to Council

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A (Lancaster County)

Lancaster County Property

A. Properties included pursuant to Lancaster County Ordinance No. 2013-1230, enacted on December 9, 2013 and effective July 1, 2014:

U.S. 521 –Northfield Drive-Business Park

Tax Map No.	Owner
0010-00-050.00	LIP Lot 14 LLC
0010-00-050.03	Little Buildings LLC
0010-00-050.05	William O. Powers
0010-00-050.06	South Atlantic Environmental
0010-00-050.08	Lancaster Industrial Park LLC
0010-00-050.09	Lancaster Industrial Park LLC
0010-00-050.10	Lancaster Industrial Park LLC
0010-00-050.11	John F. Shepherd
0010-00-050.12	C.W. Bennett
0010-00-050.13	Lancaster Industrial Park LLC
0010-00-050.14	G&G 9106 Northfield Drive LLC
0010-00-050.15	G&G 9106 Northfield Drive LLC
0010-00-050.16	G&G 9106 Northfield Drive LLC
0010-00-050.17	Thomas Concrete of Carolina
0010-00-050.18	Cemex Construction Materials
0010-00-050.19	Concrete Supply Co.

Lancaster County Air Rail Park

Tax Map No.	Owner
0066-00-039.00	Fancy Pocket USA Holdings, Inc.
0066-00-040.00	Lancaster County
0083-00-007.01	Lancaster County

S.C. 9 – U.S. 521 By-Pass Business Park

Tax Map No.	Owner
0061-00-104.02	Turnils Inc.
0061-00-104.04	Metso/Jim Loen 2008 LLC
0068-00-018.01	Nutramax
0068-00-018.06	Nutramax

0068-00-018.07	Nutramax
0068-00-018.03	Risc LLC (Cooley Bldg)

S.C. 160 - McMillian Park

Tax Map No.	Owner
0007-00-008.00	DVG Real Property LLC
0007-00-008.03	Allegiance (Cardinal Health)
0007-00-008.05	Kennametal

B. Properties included pursuant to Lancaster County Ordinance No. 2014-1313, enacted on November 10, 2014 and effective November 10, 2014:

1320 Camp Creek Road

Tax Map No.	Owner
0068F-0B-007.00	RAL Industries LLC

C. Properties included pursuant to Lancaster County Ordinance No. 2015-1324, enacted on February 9, 2015 and effective February 9, 2015:

1531 Camp Creek Road

Tax Map No.	Owner
0068-00-035.00	Silgan Containers Manufacturing Corporation

D. Properties included pursuant to Lancaster County Ordinance No. 2015-1352, enacted on November 9, 2015 and effective November 9, 2015:

1759 Flat Creek Road

Tax Map No.	Owner
0080-00-001.00 (Nutramax)	Hosiery Corporation of America

3888 Chester Highway (S.C. 9)

Tax Map No.	Owner
0066-00-033.00	Lancaster County

E. Properties included pursuant to Lancaster County Ordinance No. 2015-1381, enacted on January 11, 2016 and effective January 11, 2016, and Chesterfield County Resolution No. 2016-01:

1212 Kershaw Camden Highway

Tax Map No.	Owner
0081-00-031.00	Lineberger, Kim, Trustee
0081-00-032.00	Lineberger, Kim, Trustee
0081-00-034.01	Lineberger, Kim, Trustee
0081N-0B-005.00	Lineberger, Kim, Trustee
0081N-0B-006.00	Lineberger, Kim, Trustee

F. Properties included pursuant to Lancaster County Ordinance No. 2016-1407, enacted on September 12, 2016, and Chesterfield County Resolution No. 2016-11, enacted on September 7, 2016:

521 Corporate Center

Tax Map No.	Owner
0005-00-103.00	521 Corporate Center LLC
0005-00-103.02	Lancaster County Water and Sewer District
0005-00-103.03	Indian Land Hotel Partners LLC
0005-00-103.05	Sharonview Federal Credit Union
0005-00-109.00	Well Associates LLC
0005-00-103.08	Lancaster Real Estate Group

This is Parcel A on the Recombination Plat of Lancaster Real Estate Parcels prepared by The Isaacs Group dated June 14, 2016, and recorded with the Register of Deeds for Lancaster County, South Carolina in Plat Book 2016, Page 538 (the "Recombination Plat") and Parcel A is the product of the recombination of former Tax Map Nos. 0005-00-103.08 and 0005-00-103.04 and the split of former Tax Map No. 0005-00-103.01.

0005-00-103.07 Lancaster Real Estate Group
This is Parcel B on the Recombination Plat and it is the product of the recombination of former Tax Map No. 0005-00-103.07 and the split of former Tax Map Nos. 0005-00-103.01 and 0005-00-118.00.

0005-00-103.06 Lancaster Real Estate Group
This is Parcel C on the Recombination Plat and it is the product of the split of former Tax Map No. 0005-00-103.06.

0005-00-118.00 Lancaster Real Estate Group
This is Parcel D on the Recombination Plat and it is the product of the split of former Tax Map Nos. 0005-00-118.00 and 0005-00-103.06.

0005-00-107.00 Lancaster Real Estate Group
This is Parcel E on the Recombination Plat and it is the "loop" road identified on the Recombination Plat as Red Ventures Drive, formerly 521 Corporate Center Drive, a 50' public right-of-way recorded with the Register of Deeds for Lancaster County, South Carolina in Deed Book 2006, Page 216.

0005-00-105.00 Lancaster Real Estate Group
This is Parcel F on the Recombination Plant and it is the product of the split of former Tax Map Nos. 0005-00-103.06, 0005-00-118.00, 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00.

0005-00-106.00 Lancaster Real Estate Group
This is Parcel G on the Recombination Plat and it is the product of the split of former Tax Map Nos. 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00 and the recombination of former Tax Map Nos. 0005-00-108.00, 0008-00-014.00, 0008-00-031.00, and 0008-00-030.00.

G. Properties included pursuant to Lancaster County Ordinance No. 2016-1420, enacted on November 28, 2016, and Chesterfield County Resolution No. 2016-16, enacted on December 7, 2016:

1552 Cedar Pines Lake Road

Tax Map No.	Owner
0063-00-067.00	Central Wire, Inc.

H. Properties included pursuant to Lancaster County Ordinance No. 2016-1426, enacted on December 12, 2016, and Chesterfield County Resolution No. 2016-15, enacted on December 7, 2016:

11632 Harrisburg Road

Tax Map No.	Owner
0002-00-028.00	LTRR Realty, LLC

I. Properties included pursuant to Lancaster County Ordinance No. 2017-1481, enacted on December 14, 2017, and Chesterfield County Resolution No. 2018-01, enacted on January 3, 2018:

2213 Industrial Park Road

Tax Map No.	Owner
0045-00-027.00	Golden Spike, LLC

J. Properties included pursuant to Lancaster County Ordinance No. 2018-1530, enacted on August 27, 2018, and Chesterfield County Resolution No. 2018-05, enacted on August 1, 2018:

1312 Camp Creek Road

Tax Map No.	Owner
0068F-08-006.00	Golden Spike, LLC

K. Properties included pursuant to Lancaster County Ordinance No. 2019-1579, enacted on April 8, 2019, and Chesterfield County Resolution No. 2019-04, enacted on June 5, 2019:

1345 Colony Road

Tax Map No.	Owner
0059-00-071.00	Shem Solar, LLC

Crown Road

Tax Map No.	Owner
0110-00-005.00	Crown Solar Center, LLC

L. Properties included pursuant to Lancaster County Ordinance No. 2020-1694, enacted on November 23, 2020, and Chesterfield County Resolution No. 2020-10, enacted on December 2, 2020:

Macmillan Park Drive (Continental Tire the Americas, Project Dumpling)

Parcel Identification	Owner
0007-00-008.06 (13.49 acres)	ARC CTFTMSC001 LLC
0007-00-008.07 (41.58 acres)	Continental Tire the Americas, LLC
0007-00-008.04 (0.13 acres)	Lancaster County Water & Sewer

Overhill Drive (Red Ventures, First Amendment)

Parcel Identification	Owner
0008B-0A-001.00 (0.34 acres)	Lancaster Real Estate Group

This Parcel Identification number is the former number. The parcel is now a portion of Parcel Identification No. 0005-00-106.04.

105 Cedarbrook Lane (Red Ventures, First Amendment)

Parcel Identification	Owner
0008B-0A-002.00 (0.80 acres)	Lancaster Real Estate Group

This Parcel Identification number is the former number. The parcel is now a portion of Parcel Identification No. 0005-00-106.04.

117 Cedarbrook Lane (Red Ventures, First Amendment)

Parcel Identification	Owner
0008B-0A-003.00 (0.47 acres)	Lancaster Real Estate Group

This Parcel Identification number is the former number. The parcel is now a portion of Parcel Identification No. 0005-00-106.04.

133 Cedarbrook Lane (Red Ventures, First Amendment)

Parcel Identification	Owner
0008B-0A-004.00 (1.00 acre)	Lancaster Real Estate Group

This Parcel Identification number is the former number. The parcel is now a portion of Parcel Identification No. 0005-00-106.04.

126 Fairview Road (Red Ventures, First Amendment)

Parcel Identification	Owner
0008B-0B-003.00 (0.80 acres)	Lancaster Real Estate Group

This Parcel Identification number is the former number. The parcel is now a portion of Opportunity Drive and Parcel Identification No. 0005-00-106.06.

406 Potts Lane (Red Ventures, First Amendment)

Parcel Identification	Owner
0005-00-106.01 (portion of) (1.00 acre)	Lancaster Real Estate Group

The former Parcel Identification number for this parcel was 0005-00-110.01. The parcel is also identified as Lot A, Plat Book 2000 at Page 143 and Tract 2, Plat Book 2018 at Page 540, and as 3000 Soba Court.

Yarborough Road (Rembe, Project Boom)

Parcel Identification	Owner
0007-00-025.12 (5.78 acres)	Rembe Real Estate America LLC

182 Spice Road (McClancy Seasoning, Project Strawberry)

Parcel Identification	Owner
0010-00-001.00 (21.36 acres)	NBI Investments III LLC

8746 Charlotte Highway (McClancy Seasoning, Project Strawberry)

Parcel Identification	Owner
0010-00-029.03 (19.02 acres)	NBI Investments II LLC

3000 Worldreach Drive (Crossridge Center, Project CR)

Parcel Identification	Owner
0010-00-059.00 (portion of) (7.465 acres)	The Inspirational Network

The portion of Parcel Identification No. 0010-00-059.00 is more specifically identified as New Parcel, Lot 2, containing 7.465 acres on the Minor Subdivision Plat of Parcel No. 0010-00-059.00 for Inspiration Network, Inc., Plat Book 2020, Page 669, recorded in the Register of Deeds Office for Lancaster County on October 21, 2020.

Yarborough Road (Proplastics Designs / Clickfold Holdings. Project Pistachio)

Parcel Identification	Owner
0007-00-025.04 (2.01 acres)	Proplastic Designs, Inc.

234 Grace Avenue (Scientex Phoenix, Project Melon)

Parcel Identification	Owner
0083-00-007.04 (15.46 acres)	Scientex Phoenix LLC

END OF EXHIBIT A (LANCASTER COUNTY) -- LANCASTER COUNTY PROPERTY
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT B (Chesterfield County)
Chesterfield County Property

755 State Road S-13-680

Tax Map No.	Owner
37-58	DC Custom Freight, LLC d/b/a Fiber Fuels

U.S. 601 Near State Road 13-580 (Philadelphia Church Road)

Tax Map No.	Owner
18-201	TS4, LLC/Titan Stainless of North Carolina, Inc.

506 Usher

Tax Map No.	Owner
31-8-1-14 and 31-8-01-11 (p/o)	TS4, LLC/Titan Stainless of North Carolina, Inc.

Rollins Road

Tax Map No.	Owner
32-97	Conbraco Industries, Inc.

Intersection of S13-513 and S.C. Highway 151 Business

Tax Map No.	Owner
32-7	Conbraco Industries, Inc.

3.14 acres, Hwy. 1

Tax Map No.	Owner
259-11-4-2	Carolina Canners, Inc.

Andrew Bloomfield Home Place

Tax Map No.	Owner
259-11-4-1	Carolina Canners, Inc.

14.94 acres, U.S. Highway 52

Tax Map No.	Owner
259-11-4-3	Carolina Canners, Inc.

S. C. Highway 9

Tax Map No.	Owner
258-14-4-1	Highland Industries, Inc.

North of Evans Row Road

Tax Map No.	Owner
259-12-4-7	Schaeffler Group

S.C. Highway S-13-388 and Oak Street

Tax Map No.	Owner
259-1	Schaeffler Group

22.84 Acres West of Town of Cheraw

Tax Map No.	Owner
244-10	Schaeffler Group

South Pine Street

Tax Map No.	Owner
31-11-1-5 and 31-11-1-14	Sun Recycling, Inc.

400 Inglis Road

Tax Map No.	Owner
259-7-8-2	Carolina Packaging, Inc.

U.S. Highway 1, Northeast of Town of McBee

Tax Map No.	Owner
120-1, 120-12 and 120-14	A.O. Smith Corporation

98.84 acres, East side of S.C. Road S-13-172

Tax Map No.	Owner
145-50	Talley Metal Technologies, LLC

100 Stanley Road

Tax Map No.	Owner
272-9-1-5	The Stanley Works

70 Carolinas Centre Lane South

Tax Map No.	Owner
Portion of 208-84	US Stevia, LLC

Carolinas Centre Industrial Park

Tax Map No.	Owner
208-15, 208-171, remainder of 208-84	Town of Cheraw and Town of Chesterfield

Properties included pursuant to Chesterfield County Ordinance No. 17-18-08 enacted on April 4, 2018; Chesterfield County Ordinance No. 18-19-06 enacted on September 5, 2018; Chesterfield County Ordinance No. 19-20-05 enacted on August 14, 2019; Chesterfield County Ordinance No. 19-20-13 enacted on December 30, 2019; Chesterfield County Ordinance No. 20-21-12 enacted on October 7, 2020; and Chesterfield County Ordinance No. 20-21-18 enacted on December 2, 2020, and Lancaster County Resolution Number 1126-R2020, enacted on December 14, 2020:

70 Carolinas Centre Lane South

Tax Map No.	Owner
208-182 (formerly portion of 208-84)	US Stevia, LLC

Carolinas Centre Industrial Park, Hwy 9

Tax Map Nos.	Owner
208-15, 208-171, 208-84	Town of Cheraw and Town of Chesterfield

2203 U.S. 601

Tax Map No.	Owner
19-95	Pageland Property, LLC

2243 West Boulevard

Tax Map No.	Owner
170-103	Kershner Properties, LLC

23036 Hwy 9, Mt. Croghan

Tax Map No.	Owner
83-1	Douglas Machine Shop, Inc.

West side of Highway 151

Tax Map No.	Owner
32-173	Designer Construction Corporation d/b/a Axhoj Enterprises

West side of Highway 601 North

Tax Map No.	Owner
19-38 and 30-1	County of Chesterfield

END OF EXHIBIT B (CHESTERFIELD COUNTY) – CHESTERFIELD COUNTY PROPERTY
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1778**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, EXHIBITS UPDATED THROUGH DECEMBER 14, 2020, SO AS TO FURTHER UPDATE THE EXHIBITS BY ADDING PROPERTY LOCATED IN LANCASTER COUNTY (ACCUTREX PRODUCTS, INC.; BOWERS FIBERS, INC.; VI REAL ESTATE, INC. - VOCO AMERICA, INC.).

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

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

(1) Lancaster County, South Carolina ("Lancaster County") is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (each a "Multi-County Park");

(2) Lancaster County and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Park Agreement");

(3) Lancaster County, pursuant to Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, and Chesterfield County, pursuant to Ordinance No. 14-15-20 enacted by Chesterfield County Council on November 4, 2015, amended and restated the Park Agreement by authorizing and approving an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 (the "Amended and Restated Park Agreement");

(4) Exhibit A (Lancaster County) and Exhibit B (Chesterfield County) of the Amended and Restated Park Agreement have been updated periodically to reflect the addition of various properties to the Amended and Restated Park Agreement;

(5) the County has committed itself to include various other properties in the Amended and Restated Park Agreement; and

(6) the Amended and Restated Park Agreement provides that property may be added to the Multi-County Park upon the passage of an approving ordinance of the county in which the subject property is located and a resolution of the non-host county.

(b) It is the purpose of this ordinance to approve the addition of the properties identified in Section 2 of this ordinance to the Amended and Restated Park Agreement.

Section 2. Approval of amendment.

Council approves the amendment of Exhibit A (Lancaster County) of the Amended and Restated Park Agreement by adding at the end of Exhibit A (Lancaster County):

/M. Properties included pursuant to Lancaster County Ordinance No. 2021-1778, enacted on December 13, 2021, and Chesterfield County Resolution No. 2021-__, enacted on December 1, 2021:

Pageland Highway / Sunshine Road (Accutrex Products, Inc.)
(Effective at the beginning of the calendar day January 1, 2022)

Parcel Identification	Owner
0069-00-094.00 (8.23 acres)	Accutrex Products, Inc. Precision Parts Division
0069-00-095.00 (0.71 acres)	Accutrex Products, Inc.
0069-00-095.02 (4.80 acres)	Accutrex Products, Inc.
0069-00-107.00 (4.10 acres)	Accutrex Products, Inc. Precision Parts Division

3577 Chester Highway (Bowers Fibers, Inc.)

Parcel Identification	Owner
0066-00-032.00 (51.99 acres)	Bowers Fibers, Inc.

Rosemont Drive (VI Real Estate, Inc. – VOCO America, Inc.)

Parcel Identification	Owner
0006-00-085.04 (1.623 acres)	VI Real Estate, Inc./

Section 3. Preparation of Park Agreement with updated exhibit.

When Chesterfield County has passed a resolution approving the addition of the properties identified in Section 2 of this ordinance to the Amended and Restated Park Agreement, the County Administrator, in consultation with the County Administrator of Chesterfield County, shall cause to be prepared an Amended and Restated Park Agreement with Exhibit A (Lancaster County) updated as set forth in Section 2 of this ordinance. A copy of the Amended and Restated Park Agreement with an updated Exhibit A (Lancaster County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

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, resolutions, policies, procedures and actions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. **Severability.**

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 6. **Effective Date.**

This ordinance is effective upon third reading.

AND IT IS SO TO 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:	November 8, 2021
Second Reading:	November 22, 2021
Public Hearing:	December 13, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

NOTICE OF PUBLIC HEARING
Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, December 13, 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. 2021-1778 an ordinance titled "AN ORDINANCE TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, EXHIBITS UPDATED THROUGH DECEMBER 14, 2020, SO AS TO FURTHER UPDATE THE EXHIBITS BY ADDING PROPERTY LOCATED IN LANCASTER COUNTY (ACCUTREX PRODUCTS, INC.; BOWERS FIBERS, INC.; VI REAL ESTATE, INC. - VOCO AMERICA, INC.)." 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.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on November 17th 2021

SWORN to before me this 17th day of November, 2021

Ashley Johnson
Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson
NOTARY PUBLIC
SOUTH CAROLINA

Newspaper Rep Signature

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1779
Contact Person / Sponsor: John DuBose / County Attorney
Department: Administration
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
In 2012, Lancaster County Council approved Resolution No. 780 (Inducement Resolution), Ordinance No. 1169, and a Fee in Lieu of Tax and Incentive Agreement, all of which stated the commitment of Lancaster County to place certain property of Accutrex Products Inc. Precision Parts Division ("Accutrex") in a multi-county park and to maintain the multi-county park status during the term of an accompanying Fee in Lieu of Tax and Incentive Agreement, which was set at thirty (30) years for each annual increment of investment by Accutrex. Lancaster County fulfilled its commitment to Accutrex by entering into a multi-county park agreement with Chesterfield County. More specifically, Lancaster County, by passage of Ordinance No. 1168, and Chesterfield County, by passage of Ordinance No. 12-13-07, authorized and approved the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012 (the "2012 Multi-County Park Agreement" or "2012 MCP Agreement").

The 2012 Multi-County Park (MCP) Agreement applies solely to the property of Accutrex Products, Inc. Precision Parts Division, all located in Lancaster County: (*i*) Parcel Identification No. 0069-00-094.00, 8.239 acres, 2077 Pageland Highway; and (*ii*) Parcel Identification No. 0069-00-107.00, 4.1 acres, 1968 Sunshine Road.

In 2021, Lancaster County approved a Fee Agreement for Accutrex's proposed investment of approximately $3,316,000 in real and personal property and the creation of five new full-time jobs. See Resolution No. 1142-R2021 (Inducement Resolution), Ordinance No. 2021-1719 and accompanying Fee Agreement. Like the 2012 incentive arrangement, the 2021 arrangements included the County's commitments to provide multi-county park status for the properties on which the 2021 project would be located. The 2021 project is expected to be located on four parcels – the two parcels identified in the 2012 MCP Agreement and two additional parcels which do not have multi-county park status. The two additional parcels are identified as follows: (*i*) Parcel Identification No. 0069-00-095.00, 0.71 acres, 2145 Pageland Highway; and (*ii*) Parcel Identification No. 0069-00-095.02, 4.802 acres, Pageland Highway.

Council is being asked to "clean-up" the Accutrex property multi-county park status by terminating the 2012 Multi-County Park Agreement and placing all of the Accutrex property in the Amended and Restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, Originally Dated as of December 9, 2013 and Effective July 1, 2014, Amended and Restated as of November 9, 2015 (Exhibits Updated Through December 14, 2020) (the "Master MCP Agreement"). The placement of the Accutrex properties into the Master MCP Agreement will be accomplished by separate action in the annual update of the Master MCP Agreement.

The reason for cleaning up the multi-county park status is the administrative problems that arise when a project is split among multiple multi-county parks. The company, as well as County tax officials, would have to maintain two sets of books for the project and develop a methodology for allocating project costs between the two multi-county parks. In addition, termination of the 2012 Multi-County Park Agreement eliminates one of the stand-alone multi-county park agreements that County tax officials have to administer. Because the 2012 Multi-County Park Agreement is with Chesterfield County, as is the Master MCP Agreement, there will be no effect on the distribution or allocation of MCP revenue between the two counties.

It is in the best interests of Lancaster County to terminate the 2012 Multi-County Park Agreement so that the property of Accutrex Products, Inc. Precision Products, Inc., by separate ordinance and proceedings, can be placed into the Amended and Restated Park Agreement.

The 2012 Multi-County Park Agreement provides in paragraph 11 that the two counties may terminate the 2012 Multi-County Park Agreement "upon approval of an ordinance to that effect by the governing body of each county."

It is the purpose of this ordinance to provide for the termination of the 2012 Multi-County Park Agreement, effective at the end of the calendar day on December 31, 2021.

Points to Consider:
The 2012 Multi-County Park Agreement provides in paragraph 11 that the two counties may terminate the 2012 Multi-County Park Agreement "upon approval of an ordinance to that effect by the governing body of each county." Both Lancaster County and Chesterfield County are asked to approve an ordinance that, among other things:

- Approves the termination of the 2012 Multi-County Park Agreement;
- Makes the termination effective on December 31, 2021;
- Authorizes County officials to execute and deliver a written agreement; and
- Approves a written agreement between the two counties to terminate the 2012 MCP Agreement. The written agreement:
    - Terminates the 2012 MCP Agreement effective at the end of the calendar day on December 31, 2021;
    - Provides for the distribution and sharing of revenues under the 2012 MCP Agreement through the end of December 31, 2021; and
    - Releases each county from the other county for all claims arising from the creation, administration, and termination of the 2012 MCP Agreement.

Funding and Liability Factors:
The agreement provides for the distribution and sharing of revenues under the 2012 MCP Agreement through the end of December 31, 2021.

Council Options:
Approve or disapprove the Ordinance.

Recommendation:
Approve the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum from Mike Ey regarding the Termination of the 2012 Accutrex Multi-County Park Agreement	10/25/2021	Backup Material
Ordinance 2021-1779	10/25/2021	Ordinance
Exhibit A to Ordinance 2021-1779 - Written Agreement to Terminate Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division)	10/25/2021	Agreement
Execution Copy of the 2012 Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division)	10/25/2021	Agreement
Copy of Lancaster County Ordinance 1168	10/25/2021	Backup Material
Copy of Chesterfield County Ordinance 12-13-07	10/25/2021	Backup Material
Notice of Public Hearing for Ordinance 2021-1779	12/2/2021	Public Hearing Notices

MEMORANDUM

TO: John K. Dubose, III
Jamie Gilbert
Sherrie Simpson

FROM: J. Michael Ey

DATE: October 18, 2021

RE: Termination of 2012 Accutrex Multi-County Park Agreement

In 2012, Lancaster County Council approved Resolution No. 780 (Inducement Resolution), Ordinance No. 1169, and a Fee in Lieu of Tax and Incentive Agreement, all of which stated the commitment of Lancaster County to place certain property of Accutrex Products Inc. Precision Parts Division ("Accutrex") in a multi-county park and to maintain the multi-county park status during the term of an accompanying Fee in Lieu of Tax and Incentive Agreement, which was set at thirty (30) years for each annual increment of investment by Accutrex. Lancaster County fulfilled its commitment to Accutrex by entering into a multi-county park agreement with Chesterfield County. More specifically, Lancaster County, by passage of Ordinance No. 1168, and Chesterfield County, by passage of Ordinance No. 12-13-07, authorized and approved the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012 (the "2012 Multi-County Park Agreement" or "2012 MCP Agreement").

The 2012 Multi-County Park Agreement applies solely to the property of Accutrex Products, Inc. Precision Parts Division, all located in Lancaster County: (*i*) Parcel Identification No. 0069-00-094.00, 8.239 acres, 2077 Pageland Highway; and (*ii*) Parcel Identification No. 0069-00-107.00, 4.1 acres, 1968 Sunshine Road.[1]

In 2021, Lancaster County approved a Fee Agreement for Accutrex's proposed investment of approximately $3,316,000 in real and personal property and the creation of five new full-time jobs. See Resolution No. 1142-R2021 (Inducement Resolution), Ordinance No. 2021-1719 and accompanying Fee Agreement. Like the 2012 incentive arrangement, the 2021 arrangements included the County's commitments to provide multi-county park status for the properties on which the 2021 project would be located. The 2021 project is expected to be located on four parcels – the two parcels identified in the 2012 MCP Agreement and two additional parcels which do not have multi-county park status. The two additional parcels are identified as follows: (*i*)

---

[1] In 2012 and for several years prior to that date, the policy of Lancaster County was to enter into separate or "stand-alone" multi-county park agreements for each economic development project. Chesterfield County was the preferred county to partner with on multi-county park agreements. By 2013, it had become apparent that stand-alone arrangements were administratively burdensome and the decision was made to use a "master multi-county agreement" approach.

Parcel Identification No. 0069-00-095.00, 0.71 acres, 2145 Pageland Highway; and (*ii*) Parcel Identification No. 0069-00-095.02, 4.802 acres, Pageland Highway.

Council is being asked to "clean-up" the Accutrex property multi-county park status by terminating the 2012 Multi-County Park Agreement and placing all of the Accutrex property in the Amended and Restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, Originally Dated as of December 9, 2013 and Effective July 1, 2014, Amended and Restated as of November 9, 2015 (Exhibits Updated Through December 14, 2020) (the "Master MCP Agreement"). The placement of the Accutrex properties into the Master MCP Agreement will be accomplished by separate action in the annual update of the Master MCP Agreement.

The reason for cleaning up the multi-county park status is the administrative problems that arise when a project is split among multiple multi-county parks. The company, as well as County tax officials, would have to maintain two sets of books for the project and develop a methodology for allocating project costs between the two multi-county parks. In addition, termination of the 2012 Multi-County Park Agreement eliminates one of the stand-alone multi-county park agreements that County tax officials have to administer. Because the 2012 Multi-County Park Agreement is with Chesterfield County, as is the Master MCP Agreement, there will be no effect on the distribution or allocation of MCP revenue between the two counties.

The 2012 Multi-County Park Agreement provides in paragraph 11 that the two counties may terminate the 2012 Multi-County Park Agreement "upon approval of an ordinance to that effect by the governing body of each county." Both Lancaster County and Chesterfield County are asked to approve an ordinance that, among other things:

- Approves the termination of the 2012 Multi-County Park Agreement;
- Makes the termination effective on December 31, 2021;
- Approves a written agreement between the two counties to terminate the 2012 MCP Agreement. The written agreement:
    - Terminates the 2012 MCP Agreement effective at the end of the calendar day on December 31, 2021;
    - Provides for the distribution and sharing of revenues under the 2012 MCP Agreement through the end of December 31, 2021; and
    - Releases each county from the other county for all claims arising from the creation, administration, and termination of the 2012 MCP Agreement; and
- Authorizes County officials to execute and deliver the written agreement.

Accutrex has approved the change in multi-county parks.[2]

---

[2] Section 3.04(B) of the 2021 Fee Agreement provides that:

> [Accutrex] acknowledges that the County intends to place all of the Land in the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina. [Accutrex] agrees to cooperate with the County in terminating the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012, by and between the County and Chesterfield County, South Carolina. [Accutrex] consents to the termination of the

Attachments:

(1) Lancaster County Ordinance No. 2021-1779, terminating 2012 MCP Agreement

(2) Chesterfield County Ordinance terminating 2012 MCP Agreement

(3) Written Agreement to Terminate Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012

(4) Lancaster County Ordinance No. 1168, approving 2012 MCP Agreement

(5) Chesterfield County Ordinance No. 12-13-07, approving 2012 MCP Agreement

(6) Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012 (the "2012 Multi-County Park Agreement" or "2012 MCP Agreement")

November 7, 2012 Multi-County Park and waives its right to receive notices of termination or notice of the diminution of the boundaries of the November 7, 2012 Multi-County Park.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1779

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE TERMINATION OF THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION), BY AND BETWEEN LANCASTER COUNTY AND CHESTERFIELD COUNTY.

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

Section 1. Findings and Determinations; Purpose.

A. Council finds and determines that:

1. Chesterfield County, South Carolina ("Chesterfield County"), by passage of Ordinance No. 12-13-07, and Lancaster County, South Carolina ("Lancaster County"), by passage of Ordinance No. 1168, authorized and approved the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division) (the "Multi-County Park" or "MCP"), dated November 7, 2012 (the "2012 Multi-County Park Agreement" or "2012 MCP Agreement");

2. The 2012 Multi-County Park Agreement applies solely to the property of Accutrex Products, Inc. Precision Parts Division, all located in Lancaster County;

3. Lancaster County and Chesterfield County are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a multi-county park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Master Park Agreement");

4. Lancaster County, pursuant to Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, and Chesterfield County, pursuant to Ordinance No. 14-15-20 enacted by Chesterfield County Council on November 4, 2015, amended and restated the Master Park Agreement by authorizing and approving an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 (the "Amended and Restated Park Agreement");

5. It is in the best interests of Lancaster County to terminate the 2012 Multi-County Park Agreement so that the property of Accutrex Products, Inc. Precision Products, Inc., by separate ordinance and proceedings, can be placed into the Amended and Restated Park Agreement; and

6. The 2012 Multi-County Park Agreement provides in paragraph 11 that the two counties may terminate the 2012 Multi-County Park Agreement "upon approval of an ordinance to that effect by the governing body of each county."

B. It is the purpose of this ordinance to provide for the termination of the 2012 Multi-County Park Agreement, effective at the end of the calendar day on December 31, 2021.

Section 2. Termination of 2012 Multi-County Park Agreement.

A. Council authorizes and approves the termination of the 2012 Multi-County Park Agreement, effective at the end of the calendar day on December 31, 2021.

B. The Council Chair and Council Secretary are each authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the Written Agreement to Terminate the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), attached to this ordinance as Exhibit A (the "Written Agreement"). The Clerk to Council is authorized to attest the execution of the Written Agreement by the County officials. All terms, provisions and conditions of the Written Agreement are incorporated into this ordinance as if the Written Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Written Agreement and all of its terms, provisions and conditions. The Written Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Written Agreement.

Section 3. Authority to Act.

The Council Chair, Council Secretary and Clerk to Council, the County Administrator, County Finance Director and any other appropriate County official is each authorized to take such actions as may be necessary to effectuate the purposes of this ordinance.

Section 4. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

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, policies, procedures and actions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 6. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO TO 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:	November 8, 2021
Second Reading:	November 22, 2021
Public Hearing:	December 13, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

<u>Exhibit A</u> to Ordinance No. 2021-1779

Written Agreement to Terminate
Agreement for the Development of a Joint Industrial and Business Park
(Accutrex Products, Inc. Precision Parts Division)

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA	**)**	**WRITTEN AGREEMENT TO TERMINATE**
	)	**AGREEMENT FOR THE DEVELOPMENT**
COUNTY OF CHESTERFIELD	**)**	**OF A**
	)	**JOINT INDUSTRIAL AND BUSINESS PARK**
COUNTY OF LANCASTER	**)**	**(ACCUTREX PRODUCTS, INC.**
	)	**PRECISION PARTS DIVISION)**

This **WRITTEN AGREEMENT TO TERMINATE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION)**(the "Written Agreement"), dated as of _____, 2021, is between **LANCASTER COUNTY, SOUTH CAROLINA** ("Lancaster County") and **CHESTERFIELD COUNTY, SOUTH CAROLINA** ("Chesterfield County" together with Lancaster County, "Counties"), each a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Chesterfield County, South Carolina ("Chesterfield County"), by passage of Ordinance No. 12-13-07, and Lancaster County, South Carolina ("Lancaster County"), by passage of Ordinance No. 1168, authorized and approved the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division) (the "Multi-County Park" or "MCP"), dated November 7, 2012 (the "2012 Multi-County Park Agreement" or "2012 MCP Agreement");

WHEREAS, the 2012 Multi-County Park Agreement applies solely to the property of Accutrex Products, Inc. Precision Parts Division, all located in Lancaster County;

WHEREAS, Lancaster County and Chesterfield County are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a multi-county park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Master Park Agreement");

WHEREAS, Lancaster County, pursuant to Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, and Chesterfield County, pursuant to Ordinance No. 14-15-20 enacted by Chesterfield County Council on November 4, 2015, amended and restated the Master Park Agreement by authorizing and approving an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 (the "Amended and Restated Park Agreement");

WHEREAS, Lancaster County has determined that it is in the best interests of Lancaster County to terminate the 2012 Multi-County Park Agreement so that the property of Accutrex Products, Inc. Precision Products, Inc., by separate ordinance and proceedings, can be placed into the Amended and Restated Park Agreement;

WHEREAS, the 2012 Multi-County Park Agreement provides in paragraph 11 that the two counties may terminate the 2012 Multi-County Park Agreement "upon approval of an ordinance to that effect by the governing body of each county";

WHEREAS, Chesterfield County, by enactment of Ordinance No. 2021-__-__, and Lancaster County, by enactment of Ordinance No. 2021-1779, have approved the termination of the 2012 Multi-County Park Agreement; and

WHEREAS, it is the purpose of this Written Agreement to terminate the 2012 Multi-County Park Agreement, effective at the end of the calendar day on December 31, 2021 ("Effective Date").

NOW, THEREFORE, in consideration of the foregoing recitals, and other lawful consideration, and the respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Lancaster County and Chesterfield County agree as follows:

SECTION 1. Termination. The 2012 Multi-County Park Agreement is terminated as of the Effective Date.

SECTION 2. Final Distributions. Revenues collected through the Effective Date from the fee-in-lieu of tax imposed on the real and personal property located in the Multi-County Park ("Property") shall be shared and distributed pursuant to the terms of the 2012 MCP Agreement. The obligation of the Counties to share and distribute revenues collected through the Effective Date pursuant to the terms of the 2012 MCP Agreement survives the termination of the 2012 MCP Agreement. No revenues collected after the Effective Date shall be shared pursuant to the terms of the 2012 MCP Agreement.

SECTION 3. Multi-County Park Status of Property. (a) As of the Effective Date, the Multi-County Park is terminated.

(b) As of the Effective Date, the property located in the Multi-County Park and having *situs* in Lancaster County ("Lancaster Property") is no longer included in the Multi-County Park. Unless otherwise provided by ordinance of Lancaster County, the Lancaster Property is not included in any multi-county park jointly developed by Lancaster County and a contiguous county and the Lancaster Property is subject to *ad valorem* tax as of the Effective Date. Chesterfield County and Lancaster County acknowledge the intention to place the property of Accutrex Products, Inc. Precision Products, Inc., by separate ordinance and proceedings, into the Amended and Restated Park Agreement;

SECTION 4. Release of Claims. (a) Lancaster County releases Chesterfield County from all claims, including claims for revenue generated by the Property after the Effective Date, arising from the creation, administration and termination of the MCP and 2012 Multi-County Park Agreement.

(b) Chesterfield County releases Lancaster County from all claims, including claims for revenue generated by the Property after the Effective Date, arising from the creation, administration and termination of the MCP and 2012 Multi-County Park Agreement.

SECTION 5. Counterpart Execution. This Written Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

SIGNATURES FOLLOW ON NEXT PAGE.
THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

WITNESS our hands and seal as of the date first above written.

CHESTERFIELD COUNTY, SOUTH CAROLINA

_____
Al Johnson
Chair, County Council

(SEAL)

ATTEST:

_____
Betty M. Boswell
Clerk to Council

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXECUTION COPY

STATE OF SOUTH CAROLINA	)	AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION)
	)	
	)	
COUNTY OF LANCASTER	)	
	)	
COUNTY OF CHESTERFIELD	)	

This multi-county park agreement applies to the following property in Lancaster County: the Accutrex Products, Inc. Precision Parts Division property (approximately 12.35 acres).

This multi-county park agreement does not initially apply to any property in Chesterfield County.

More specific information on the property may be found in the body of this agreement and in the exhibits.

This AGREEMENT for the development of a joint industrial and business park to be located within Lancaster County and Chesterfield County is made and entered into as of the 7th day of November, 2012, by and between Lancaster County and Chesterfield County.

WITNESSETH:

WHEREAS, Lancaster County, South Carolina ("Lancaster County") and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. 12-13-07, adopted by Chesterfield County Council on November 7, 2012, and Ordinance No. 1168 adopted by Lancaster County Council on September 24, 2012 (collectively, the "Enabling Ordinances"), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Lancaster County and in Chesterfield County a Joint County Industrial and Business Park (the "Park"), to be located upon property described in Exhibit A hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation pursuant to article VIII, section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Lancaster County and Chesterfield County, and their successors and assigns.

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded

indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code") satisfies the conditions imposed by article VIII, section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of property located in Lancaster County, as further identified in Exhibit A (Lancaster) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Lancaster County and Chesterfield County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Lancaster) or Exhibit B (Chesterfield), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Lancaster County Council and Chesterfield County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Lancaster County Council and by Chesterfield County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Lancaster County Council and by Chesterfield County Council. Notice of such public hearings shall be published in newspapers of general circulation in Lancaster County and Chesterfield County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to article VIII, section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Lancaster County and Chesterfield County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	100%	
(2)	Chesterfield County		0%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	0%	
(2)	Chesterfield County		100%

6. Allocation of Revenues. Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of ad valorem property taxes in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	99%	
(2)	Chesterfield County		1%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	1%	
(2)	Chesterfield County		99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Lancaster County and to Chesterfield County, as the case may be, according to the proportions established by Paragraph 6 of this agreement. With respect to revenues allocable to Lancaster County or Chesterfield County by way of fees in lieu of taxes generated within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Lancaster County by way of fees in lieu of taxes generated within Chesterfield County shall be distributed solely to Lancaster County. Revenues allocated to Chesterfield County by way of fees in lieu of taxes generated within Lancaster County shall be distributed solely to Chesterfield County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Lancaster County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Lancaster County portion of the Park and the terms of such agreements shall be at the sole discretion of Lancaster County. It is further agreed that entry by Chesterfield County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Chesterfield County portion of the Park and the terms of such agreements shall be at the sole discretion of Chesterfield County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Lancaster County and Chesterfield County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Lancaster County and Chesterfield County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county.

WITNESS our hands and seals as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Kathy G. Sistare, Chair, County Council

D.W. "Cotton" Cole, Secretary, County Council

(Seal)

ATTEST:

Debbie C. Hardin, Clerk to Council

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

Chair, County Council

ATTEST:

Clerk to Council

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Lancaster County and Chesterfield County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county.

WITNESS our hands and seals as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Kathy G. Sistare, Chair, County Council

_____
D.W. "Cotton" Cole, Secretary, County Council

(Seal)

ATTEST:

_____
Debbie C. Hardin, Clerk to Council

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

_____
J. Matthews River, Chairman, County Council

ATTEST:

Susie Boswell

_____
Susie Boswell, Clerk to Council

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

Lancaster County Property

ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROPERTY

PARCEL 1:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 4.10 acres as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar & cap on the southern bound of the 66.00' Right of Way for SC-S-29-307, also known as Sunshine Road, at the northeastern corner of Coastal Real Estate of SC, LLC, thence along and with the southern boundary of the 66.00' Right of Way for SC-S-29-307 S 69°36'41"E - 464.04' to an IPF-3/4" pipe the northwestern corner of Annie B. Brown Property, thence with the northwestern bound of Annie B. Brown property S 20°28'19"W - 445.48' to an IPF-3/4" pipe at the intersection of Annie B. Brown property, and the northeastern boundary corner of Carolyn Massey (Now or Formerly, N/F) thence along the northern boundary of Carolyn Massey N/F N71°24'26"W - 327.92' to an IPF-#5 Rebar at the northwestern corner of Carolyn Massey (N/F) and a 50.00' right of way for Emerald Estates Road that adjoins the property of Coastal Real Estate of SC, LLC, thence with the eastern boundary of the 50.00' Right of way for Emerald Estates Road which runs parallel to the property of Coastal Real Estate of SC, LLC N03'48'54"E-475.52' to an IPF-#5 Rebar, the Point of Beginning (POB).

PARCEL 2:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 8.25 Acres being 495.08' from the intersection of the centerlines of SC Highway 9 and SC S-29-307 as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar on the northern bound of the 100.00' Right of Way for SC Highway 9, also known as Pageland Highway, at the southeastern corner of Lancaster County property, thence along and with the eastern boundary of Lancaster County property N14°13'42"W - 333.81' to an IPF – old Leaf Spring, thence turning and running with the southern property boundary of Gyro Inc. & J & L Enterprises N72°35'51"E – 523.45' to a decaying stump of an old hickory tree passing an IPF 1/2" pipe at 2.56', and passing an IPF 1/2" pipe at 77.53'; thence turning and running with the southern boundary property of J & L Enterprises N75°31'57"E - 214.08' to an IPF-1" PIPE near a 1/2" pipe at the northwestern corner of Grady W. Blackmon passing an IPF #4 rebar at 5.67' and an IPF #4 Rebar at 155.77'; thence turning and running with the western boundary of Grady W. Blackmon S14°12'50"E - 596.45' to an IPS #5 Rebar placed on the northern boundary of SC Highway 9 Right of Way where it intersects with Grady W. Blackmon and this property passing an IPF 3/4" pipe at 584.61' and passing an IPF – old axle at 584.96'; thence turning and running with a curve to the right along the northern bound of the 100.00' right of way for SC Highway 9 with the curve of Arclength of 531.34', Chord of N89°10'40" - 530.54', Radius of 2807.16', and delta angle of 10°50'42" to an

IPF 1-1/2" pipe on the northern boundary of the 100.00' Right of Way for SC Highway 9, thence with a curve to the right continuing along the northern boundary of SC Highway 9 right of way with the curve of arclength 243.61', Chord of N81°16'09"W – 243.53', Radius of 2807.16', and delta angle of 4°58'20" to an IPF ½" Rebar, the Point of Beginning (POB).

INSERT TAX MAP NUMBERS

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT B

Chesterfield County Property

NONE

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 1168

AN ORDINANCE

TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN LANCASTER COUNTY AND CHESTERFIELD COUNTY WITH PROPERTY LOCATED IN LANCASTER COUNTY (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROPERTY); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN LANCASTER COUNTY.

FILED CLERK OF COURT LANCASTER, SC SEP 21 P 12:

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

Section 1. Findings and Determinations; Purpose.

(a) The Council finds and determines that:

(1) the County is authorized by art. VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks ("multi-county parks"); and

(2) the use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

(b) It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Chesterfield County for properties located in Lancaster County and Chesterfield County (the "Park"). The Park property in Lancaster County is the Accutrex Products, Inc. Precision Parts Division property. No Park property is initially included in Chesterfield County.

Section 2. Approval of Park Agreement; Authority of Officials.

The Council Chair and the Council Secretary are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver an Agreement for the Development of a Joint Industrial and Business Park with Chesterfield County (the "Agreement"). The Clerk to Council is authorized to attest the execution of the Agreement by the County officials. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated into this ordinance as if the Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Agreement.

Section 3. Payment of Fee in Lieu of Tax.

The businesses or industries located in the Park must pay a fee in lieu of ad valorem taxes as provided for in the Agreement. With respect to properties located in the Lancaster County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Lancaster County. That portion of such

fee allocated pursuant to the Agreement to Chesterfield County shall be thereafter paid by the Treasurer of Lancaster County to the Treasurer of Chesterfield County within forty-five (45) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Chesterfield County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Chesterfield County. That portion of such fee allocated pursuant to the Agreement to Lancaster County shall thereafter be paid by the Treasurer of Chesterfield County to the Treasurer of Lancaster County within forty-five (45) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of ad valorem taxes.

Section 4. Applicable Ordinances and Regulations.

The ordinances and regulations of Lancaster County concerning zoning, health and safety, and building code requirements apply to the Park properties in Lancaster County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Chesterfield County concerning zoning, health and safety, and building code requirements apply to the Park properties in Chesterfield County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Lancaster County is vested with the Sheriff's Department of Lancaster County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Chesterfield County is vested with the Sheriff's Department of Chesterfield County. If any of the Park properties located in either Lancaster County or Chesterfield County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. Distribution of Revenue.

(a) Revenues generated from industries or businesses located in the Lancaster County portion of the Park to be retained by Lancaster County shall be distributed within Lancaster County in accordance with this subsection:

(1) First, unless Lancaster County elects to pay or credit the same from only those revenues which Lancaster County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by Lancaster County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended;

(2) Second, at the option of Lancaster County, to reimburse Lancaster County for any expenses incurred by it in the administration, development, operation, maintenance and promotion of the Park or the industries and businesses located therein or for other economic development purposes of Lancaster County; and

(3) Third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

(b) Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

(c) Revenues generated from industries or businesses located in the Chesterfield County portion of the Park shall be retained by Lancaster County.

Section 7. Conflicting Provisions.

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

Section 8. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 9. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 24th day of September, 2012.

LANCASTER COUNTY, SOUTH CAROLINA

Kathy G. Sistare, Chair, County Council

D.W. "Cotton" Cole, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

Public Hearing:	September 24, 2012
First Reading:	August 27, 2012
Second Reading:	September 10, 2012
Third Reading:	September 24, 2012

Approved as to form:

County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A to Ordinance No. 1168

Agreement for the Development
of a
Joint Industrial and Business Park
(Chesterfield County and Lancaster County)
Accutrex Products, Inc. Precision Parts Division Property

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA	)	AGREEMENT FOR THE DEVELOPMENT
	)	OF A JOINT INDUSTRIAL
	)	AND BUSINESS PARK
COUNTY OF LANCASTER	)	(ACCUTREX PRODUCTS, INC.
	)	PRECISION PARTS DIVISION)
COUNTY OF CHESTERFIELD	)	

This multi-county park agreement applies to the following property in Lancaster County: the Accutrex Products, Inc. Precision Parts Division property (approximately 12.35 acres).

This multi-county park agreement does not initially apply to any property in Chesterfield County.

More specific information on the property may be found in the body of this agreement and in the exhibits.

This AGREEMENT for the development of a joint industrial and business park to be located within Lancaster County and Chesterfield County is made and entered into as of the ____ day of September 2012, by and between Lancaster County and Chesterfield County.

W I T N E S S E T H:

WHEREAS, Lancaster County, South Carolina ("Lancaster County") and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. _____, adopted by Chesterfield County Council on _____, 20__, and Ordinance No. ____ adopted by Lancaster County Council on September ___, 2012 (collectively, the "Enabling Ordinances"), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Lancaster County and in Chesterfield County a Joint County Industrial and Business Park (the "Park"), to be located upon property described in Exhibit A hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation pursuant to article VIII, section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Lancaster County and Chesterfield County, and their successors and assigns.

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded

indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code") satisfies the conditions imposed by article VIII, section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of property located in Lancaster County, as further identified in Exhibit A (Lancaster) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Lancaster County and Chesterfield County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Lancaster) or Exhibit B (Chesterfield), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Lancaster County Council and Chesterfield County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Lancaster County Council and by Chesterfield County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Lancaster County Council and by Chesterfield County Council. Notice of such public hearings shall be published in newspapers of general circulation in Lancaster County and Chesterfield County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to article VIII, section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Lancaster County and Chesterfield County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	100%	
(2)	Chesterfield County		0%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	0%	
(2)	Chesterfield County		100%

6. Allocation of Revenues. Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of ad valorem property taxes in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	99%	
(2)	Chesterfield County		1%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	1%	
(2)	Chesterfield County		99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Lancaster County and to Chesterfield County, as the case may be, according to the proportions established by Paragraph 6 of this agreement. With respect to revenues allocable to Lancaster County or Chesterfield County by way of fees in lieu of taxes generated within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Lancaster County by way of fees in lieu of taxes generated within Chesterfield County shall be distributed solely to Lancaster County. Revenues allocated to Chesterfield County by way of fees in lieu of taxes generated within Lancaster County shall be distributed solely to Chesterfield County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Lancaster County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Lancaster County portion of the Park and the terms of such agreements shall be at the sole discretion of Lancaster County. It is further agreed that entry by Chesterfield County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Chesterfield County portion of the Park and the terms of such agreements shall be at the sole discretion of Chesterfield County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Lancaster County and Chesterfield County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Lancaster County and Chesterfield County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county.

WITNESS our hands and seals as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

_____

Kathy G. Sistare, Chair, County Council

_____

D.W. "Cotton" Cole, Secretary, County Council

(Seal)

ATTEST:

_____

Debbie C. Hardin, Clerk to Council

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

_____

Chair, County Council

ATTEST:

_____

Clerk to Council

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

Lancaster County Property

ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROPERTY

PARCEL 1:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 4.10 acres as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar & cap on the southern bound of the 66.00' Right of Way for SC-S-29-307, also known as Sunshine Road, at the northeastern corner of Coastal Real Estate of SC, LLC, thence along and with the southern boundary of the 66.00' Right of Way for SC-S-29-307 S 69°36'41"E - 464.04' to an IPF-3/4" pipe the northwestern corner of Annie B. Brown Property, thence with the northwestern bound of Annie B. Brown property S 20°28'19"W - 445.48' to an IPF-3/4" pipe at the intersection of Annie B. Brown property, and the northeastern boundary corner of Carolyn Massey (Now or Formerly, N/F) thence along the northern boundary of Carolyn Massey N/F N71°24'26"W - 327.92' to an IPF-#5 Rebar at the northwestern corner of Carolyn Massey (N/F) and a 50.00' right of way for Emerald Estates Road that adjoins the property of Coastal Real Estate of SC, LLC, thence with the eastern boundary of the 50.00' Right of way for Emerald Estates Road which runs parallel to the property of Coastal Real Estate of SC, LLC N03'48'54"E-475.52' to an IPF-#5 Rebar, the Point of Beginning (POB).

PARCEL 2:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 8.25 Acres being 495.08' from the intersection of the centerlines of SC Highway 9 and SC S-29-307 as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar on the northern bound of the 100.00' Right of Way for SC Highway 9, also known as Pageland Highway, at the southeastern corner of Lancaster County property, thence along and with the eastern boundary of Lancaster County property N14°13'42"W - 333.81' to an IPF – old Leaf Spring, thence turning and running with the southern property boundary of Gyro Inc. & J & L Enterprises N72°35'51"E – 523.45' to a decaying stump of an old hickory tree passing an IPF 1/2" pipe at 2.56', and passing an IPF 1/2" pipe at 77.53'; thence turning and running with the southern boundary property of J & L Enterprises N75°31'57"E - 214.08' to an IPF-1" PIPE near a 1/2" pipe at the northwestern corner of Grady W. Blackmon passing an IPF #4 rebar at 5.67' and an IPF #4 Rebar at 155.77'; thence turning and running with the western boundary of Grady W. Blackmon S14°12'50"E - 596.45' to an IPS #5 Rebar placed on the northern boundary of SC Highway 9 Right of Way where it intersects with Grady W. Blackmon and this property passing an IPF 3/4" pipe at 584.61' and passing an IPF – old axle at 584.96'; thence turning and running with a curve to the right along the northern bound of the 100.00' right of way for SC Highway 9 with the curve of Arclength of 531.34', Chord of N89°10'40" - 530.54', Radius of 2807.16', and delta angle of 10°50'42" to an

IPF 1-1/2" pipe on the northern boundary of the 100.00' Right of Way for SC Highway 9, thence with a curve to the right continuing along the northern boundary of SC Highway 9 right of way with the curve of arclength 243.61', Chord of N81°16'09"W – 243.53', Radius of 2807.16', and delta angle of 4°58'20" to an IPF ½" Rebar, the Point of Beginning (POB).

INSERT TAX MAP NUMBERS

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT B

Chesterfield County Property

NONE

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

A True Copy Attest
Faye S. Sellers
CLERK OF COURT C.P. & G.S.
CHESTERFIELD S.C.

COPY

201260000025
Filed for Record in
CHESTERFIELD SC
FAYE SELLERS, CLERK OF COURT
11-15-2012 At 11:35:19 am.
ORDINANCE .00

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTERFIELD)

ORDINANCE NO.12-13-07
Volume_____ Page_____

AN ORDINANCE

TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN CHESTERFIELD COUNTY AND LANCASTER COUNTY WITH PROPERTY LOCATED IN LANCASTER COUNTY (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROPERTY); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN CHESTERFIELD COUNTY.

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

Section 1. Findings and Determinations; Purpose.

(a) The Council finds and determines that:

(1) the County is authorized by art. VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks ("multi-county parks"); and

(2) the use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

(b) It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Lancaster County for properties located in Chesterfield County and Lancaster County (the "Park"). The Park property in Lancaster County is the Accutrex Products, Inc. Precision Parts Division property. No Park property is initially included in Chesterfield County.

Section 2. Approval of Park Agreement; Authority of Officials.

The Council Chair and the Council Secretary are authorized, empowered and directed, in the name of and on behalf of Chesterfield County, to execute, acknowledge, and deliver an Agreement for the Development of a Joint Industrial and Business Park with Lancaster County (the "Agreement"). The Clerk to Council is authorized to attest the execution of the Agreement by the County officials. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated into this ordinance as if the Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Agreement.

Section 3. Payment of Fee in Lieu of Tax.

The businesses or industries located in the Park must pay a fee in lieu of ad valorem taxes as provided for in the Agreement. With respect to properties located in the Chesterfield County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Chesterfield County. That portion of

such fee allocated pursuant to the Agreement to Lancaster County shall be thereafter paid by the Treasurer of Chesterfield County to the Treasurer of Lancaster County within forty-five (45) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Lancaster County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Lancaster County. That portion of such fee allocated pursuant to the Agreement to Chesterfield County shall thereafter be paid by the Treasurer of Lancaster County to the Treasurer of Chesterfield County within forty-five (45) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of ad valorem taxes.

Section 4. Applicable Ordinances and Regulations.

The ordinances and regulations of Chesterfield County concerning zoning, health and safety, and building code requirements apply to the Park properties in Chesterfield County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Lancaster County concerning zoning, health and safety, and building code requirements apply to the Park properties in Lancaster County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Chesterfield County is vested with the Sheriff's Department of Chesterfield County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Lancaster County is vested with the Sheriff's Department of Lancaster County. If any of the Park properties located in either Chesterfield County or Lancaster County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. Distribution of Revenue.

(a) Revenues generated from industries or businesses located in the Chesterfield County portion of the Park to be retained by Chesterfield County shall be distributed within Chesterfield County in accordance with this subsection:

(1) First, unless Chesterfield County elects to pay or credit the same from only those revenues which Chesterfield County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by Chesterfield County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended;

(2) Second, at the option of Chesterfield County, to reimburse Chesterfield County for any expenses incurred by it in the administration, development, operation, maintenance and promotion of the Park or the industries and businesses located therein or for other economic development purposes of Chesterfield County; and

(3) Third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

(b) Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

(c) Revenues generated from industries or businesses located in the Lancaster County portion of the Park shall be retained by Chesterfield County.

Section 7. Conflicting Provisions.

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

Section 8. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 9. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 7th day of November, 2012.

CHESTERFIELD COUNTY, SOUTH CAROLINA

J. Matthews River, Chairman, County Council

ATTEST:

Susie Boswell

Susie Boswell, Clerk to Council

County Council Public Hearing:	November 7, 2012
First Reading:	September 5, 2012
Second Reading:	October 3, 2012
Third Reading:	November 7, 2012

Approved as to form:

County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A to Ordinance No. 1122

Agreement for the Development
of a
Joint Industrial and Business Park
(Lancaster County and Chesterfield County)
Accutrex Products, Inc. Precision Parts Division Property

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA	)	AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION)
	)	
	)	
COUNTY OF LANCASTER	)	
	)	
COUNTY OF CHESTERFIELD	)	

This multi-county park agreement applies to the following property in Lancaster County: the Accutrex Products, Inc. Precision Parts Division property (approximately 12.35 acres).

This multi-county park agreement does not initially apply to any property in Chesterfield County.

More specific information on the property may be found in the body of this agreement and in the exhibits.

This AGREEMENT for the development of a joint industrial and business park to be located within Lancaster County and Chesterfield County is made and entered into as of the ____ day of November 2012, by and between Lancaster County and Chesterfield County.

WITNESSETH:

WHEREAS, Lancaster County, South Carolina ("Lancaster County") and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. 12-13-07, adopted by Chesterfield County Council on November 7, 2012, and Ordinance No. 1122 adopted by Lancaster County Council on November ___, 2012 (collectively, the "Enabling Ordinances"), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Lancaster County and in Chesterfield County a Joint County Industrial and Business Park (the "Park"), to be located upon property described in Exhibit A hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation pursuant to article VIII, section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Lancaster County and Chesterfield County, and their successors and assigns.

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded

indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code") satisfies the conditions imposed by article VIII, section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of property located in Lancaster County, as further identified in Exhibit A (Lancaster) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Lancaster County and Chesterfield County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Lancaster) or Exhibit B (Chesterfield), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Lancaster County Council and Chesterfield County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Lancaster County Council and by Chesterfield County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Lancaster County Council and by Chesterfield County Council. Notice of such public hearings shall be published in newspapers of general circulation in Lancaster County and Chesterfield County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to article VIII, section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Lancaster County and Chesterfield County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	100%
(2)	Chesterfield County	0%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	0%
(2)	Chesterfield County	100%

6. Allocation of Revenues. Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of ad valorem property taxes in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	99%
(2)	Chesterfield County	1%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	1%
(2)	Chesterfield County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Lancaster County and to Chesterfield County, as the case may be, according to the proportions established by Paragraph 6 of this agreement. With respect to revenues allocable to Lancaster County or Chesterfield County by way of fees in lieu of taxes generated within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Lancaster County by way of fees in lieu of taxes generated within Chesterfield County shall be distributed solely to Lancaster County. Revenues allocated to Chesterfield County by way of fees in lieu of taxes generated within Lancaster County shall be distributed solely to Chesterfield County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Lancaster County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Lancaster County portion of the Park and the terms of such agreements shall be at the sole discretion of Lancaster County. It is further agreed that entry by Chesterfield County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Chesterfield County portion of the Park and the terms of such agreements shall be at the sole discretion of Chesterfield County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Lancaster County and Chesterfield County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Lancaster County and Chesterfield County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county.

WITNESS our hands and seals as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

_____

Kathy G. Sistare, Chair, County Council

_____

D.W. "Cotton" Cole, Secretary, County Council

(Seal)

ATTEST:

_____

Debbie C. Hardin, Clerk to Council

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

_____

J. Matthews River, Chairman, County Council

ATTEST:

_____

Susie Boswell, Clerk to Council

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

Lancaster County Property

ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROPERTY

PARCEL 1:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 4.10 acres as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar & cap on the southern bound of the 66.00' Right of Way for SC-S-29-307, also known as Sunshine Road, at the northeastern corner of Coastal Real Estate of SC, LLC, thence along and with the southern boundary of the 66.00' Right of Way for SC-S-29-307 S 69°36'41"E - 464.04' to an IPF-3/4" pipe the northwestern corner of Annie B. Brown Property, thence with the northwestern bound of Annie B. Brown property S 20°28'19"W - 445.48' to an IPF-3/4" pipe at the intersection of Annie B. Brown property, and the northeastern boundary corner of Carolyn Massey (Now or Formerly, N/F) thence along the northern boundary of Carolyn Massey N/F N71°24'26"W - 327.92' to an IPF-#5 Rebar at the northwestern corner of Carolyn Massey (N/F) and a 50.00' right of way for Emerald Estates Road that adjoins the property of Coastal Real Estate of SC, LLC, thence with the eastern boundary of the 50.00' Right of way for Emerald Estates Road which runs parallel to the property of Coastal Real Estate of SC, LLC N03'48'54"E-475.52' to an IPF-#5 Rebar, the Point of Beginning (POB).

PARCEL 2:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 8.25 Acres being 495.08' from the intersection of the centerlines of SC Highway 9 and SC S-29-307 as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar on the northern bound of the 100.00' Right of Way for SC Highway 9, also known as Pageland Highway, at the southeastern corner of Lancaster County property, thence along and with the eastern boundary of Lancaster County property N14°13'42"W - 333.81' to an IPF – old Leaf Spring, thence turning and running with the southern property boundary of Gyro Inc. & J & L Enterprises N72°35'51"E – 523.45' to a decaying stump of an old hickory tree passing an IPF 1/2" pipe at 2.56', and passing an IPF 1/2" pipe at 77.53'; thence turning and running with the southern boundary property of J & L Enterprises N75°31'57"E - 214.08' to an IPF-1" PIPE near a 1/2" pipe at the northwestern corner of Grady W. Blackmon passing an IPF #4 rebar at 5.67' and an IPF #4 Rebar at 155.77'; thence turning and running with the western boundary of Grady W. Blackmon S14°12'50"E - 596.45' to an IPS #5 Rebar placed on the northern boundary of SC Highway 9 Right of Way where it intersects with Grady W. Blackmon and this property passing an IPF 3/4" pipe at 584.61' and passing an IPF – old axle at 584.96'; thence turning and running with a curve to the right along the northern bound of the 100.00' right of way for SC Highway 9 with the curve of Arclength of 531.34', Chord of N89°10'40" - 530.54', Radius of 2807.16', and delta angle of 10°50'42" to an

IPF 1-1/2" pipe on the northern boundary of the 100.00' Right of Way for SC Highway 9, thence with a curve to the right continuing along the northern boundary of SC Highway 9 right of way with the curve of arclength 243.61', Chord of N81°16'09"W – 243.53', Radius of 2807.16', and delta angle of 4°58'20" to an IPF ½" Rebar, the Point of Beginning (POB).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT B

Chesterfield County Property

NONE

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

NOTICE OF PUBLIC HEARING
Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, December 13, 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. 2021-1779 an ordinance titled **"AN ORDINANCE TO AUTHORIZE AND APPROVE THE TERMINATION OF THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION), BY AND BETWEEN LANCASTER COUNTY AND CHESTERFIELD COUNTY."** 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.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on November 17th 2021.

SWORN to before me this 17th day of November, 2021

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley Johnson
Ashley L Johnson
NOTARY PUBLIC
SOUTH CAROLINA

Newspaper Rep Signature

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1787
Contact Person / Sponsor: John DuBose / County Attorney
Department: Attorney
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Whether to approve an agreement for the construction of a roundabout intersection improvement project at Henry Harris And Shelly Mullis Road and to provide funding for the partial reimbursement of construction costs related thereto.

Points to Consider:
Lancaster County Council approved a Development Agreement (Ordinance 2021-1703) for Provident Bayard, LLC (Provident) for the Wilson Creek Development project located at Henry Harris Road and Shelly Mullis Road. The traffic impact analysis (TIA) study for Wilson Creek identified necessary traffic improvements for the Henry Harris and Shelly Mullis intersection. The TIA for a nearby Lennar Carolinas, LLC (Lennar) project known as Harris Mill also requires traffic improvements at the Henry Harris and Shelly Mullis intersection.

County staff identified the possibility that the Henry Harris and Shelly Mullis intersection could be further improved by the installation of a roundabout intersection in lieu of the specifically identified TIA improvements required by the Provident TIA and the Lennar TIA. County also recognized that the cost of a roundabout intersection might exceed the costs associated with the TIA mandated improvements for the Wilson Creek project and the Harris Mill project.

A provision was added to the Development Agreement for the Wilson Creek development that requested that Provident prepare a Roundabout Agreement. The Roundabout Agreement provides that Provident Bayard is responsible for the design and construction of the roundabout improvements and all costs associated with the intersection improvements and requires that Lennar contribute a sum certain to the project and that County reimburses an amount “not to exceed” a sum certain for the project. Lennar will contribute funds equivalent to its budgeted traffic improvements for the Shelley Mullis and Henry Harris Road intersection ($150,000) and Lancaster County will contribute the statutory improvement to be paid to Lancaster County by Lennar in connection with the bond issuance for the Harris Mill Residential Improvement District (RID). The improvement fee associate with the bond issuance for the HarrisMill RID is estimated as $280,000

Developer may only request reimbursement from the County upon certification that the construction of the Roundabout has reached Seventy (70%) Percent completion. The Developer’s request for reimbursement shall be accompanied by a Report, as defined in Paragraph 6 of this Agreement along, with a certification from the Engineer of Record that the work completed and in place in accordance with the Plans has reached 70%. Upon approval by the County, Developer may make monthly requests for reimbursements for Cost Advances made thereafter for Construction Costs incurred for the final Thirty (30%) Percent of the construction of the Roundabout with said reimbursement not to exceed the County Contribution. If Developer obtains final completion of the Roundabout and has not requested reimbursement from the County for the full amount of the County Contribution, Developer may make a final request for reimbursement for the balance of the County Contribution as reimbursement for Construction Costs incurred.

Developer agrees to commence construction of the Roundabout no later than July 31, 2022 and further agrees that it will achieve substantial completion of the construction of the roundabout within twenty-four (24) months after commencing construction.

Upon completion of the roundabout intersection the improvements will be dedicated by the developer to SCDOT. The majority of the intersection is SCDOT owned and maintained and a small portion of the intersections owned and maintained by the County of Lancaster. SCDOT will accept maintenance and ownership of the entire intersection but will require a "road swap" with Lancaster County for a small section of SCDOT roadway elsewhere in the county in return for SCDOT assuming ownership and maintenance of the portion of the intersection currently owned and maintained by Lancaster County.

A copy of the Roundabout Agreement is attached as Exhibit 1 to the Ordinance.

A proposed Exhibit B to the Roundabout Agreement has been included in the agenda package. Exhibit B sets forth the legal descriptions for the property involved in the roundabout. Please note that the Exhibit contains a note that the legal descriptions are subject to amendment if SCDOT requires amendments of the roundabout plans.

Staff requests a motion by County Council to amend the Roundabout Agreement to include the current legal descriptions set forth in Exhibit B in the agenda package and to allow County staff to slip sheet corrective legal descriptions to comport with the final SCDOT approved plans, if required.

Funding and Liability Factors:

The Harris Mill RID bonds have not been issued so the statutory improvement fee associated with that residential improvement district has not been paid to Lancaster County. The improvement fee is estimated as $280,000.

Pending issuance of the Harris Mill RID bonds (expected at the start of FY 22-23) the County Council is being asked to assign $280,000 of fund balance towards the project with that sum being reflected in a future budget amendment ordinance.

Council Options:

Approve or disapprove of the Ordinance authorizing the Roundabout Agreement and the assignment of $280,000 of fund balance to the Roundabout Agreement.

Recommendation:

Approval of the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1787	11/3/2021	Ordinance
Exhibit 1 to Ordinance 2021-1787	11/16/2021	Exhibit
Exhibit A to Agreement - Preliminary Roundabout Plans	11/2/2021	Exhibit
Exhibit B to Roundabout Agreement- legal descriptions	12/3/2021	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1787

AN ORDINANCE

TO APPROVE AN AGREEMENT FOR PARTIAL REIMBURSEMENT OF COSTS RELATED TO THE CONSTRUCTION OF A ROUNDABOUT AT HENRY HARRIS ROAD AND SHELLY MULLIS ROAD AND TO PROVIDE FOR 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. Pursuant to Ordinance 2021-1703, the Council approved a Development Agreement with Provident Bayard, LLC, ("Provident") for development of the Wilson Creek development project on March 8, 2021.

b. Pursuant to Ordinance 2020-1690, the Council approved the Harris Mill Residential Improvement District for a Lennar Carolinas, LLC, ("Lennar") development project known as Harris Mill. Section 6-35-100 of the Code provides, in part, that "the governing body shall collect from the owner, upon the issuance of any obligations secured by assessments, an improvement fee in an amount equal to four percent of the aggregate par value of such obligations. The improvement fee must be used to construct improvements or collective improvements, as described in Section 6-35-110, in a service area that is related to and serves the district. The governing body may contract with the owner, or with a third party, for the construction of the improvements." Based upon an expected bond issue of Seven Million Dollars ($7,000,000.00), the County's statutorily established improvement fee will be approximately Two Hundred Eighty Thousand Dollars ($280,000.00).

c. The traffic impact analysis ("TIA") for the Wilson Creek project identified required intersection improvements at Henry Harris Road and Shelly Mullis Road and the TIA for the Harris Mill development project also identified required intersection improvements at Henry Harris Road and Shelly Mullis Road.

g. The County requested that Provident construct roundabout intersection improvements at the intersection of Henry Harris Road and Shelley Mullis Road in lieu of the intersection improvements required by the TIA. The roundabout intersection improvements, once completed, will be dedicated to Lancaster County or the South Carolina Department of Transportation.

h. As contemplated by the Development Agreement, the rights and obligations of Lancaster County, Provident, and Lennar for the construction and funding of the roundabout intersection improvements have been set forth in a separate written instrument, the Roundabout Agreement. The Development Agreement also established that Lennar would contribute funds equivalent to its budgeted traffic improvements for the Shelley Mullis and Henry Harris Road intersection and that Lancaster County would, in principle, contribute the improvement fee to be paid by Lennar from the bond issuance for the Harris Mill RID to the project.

i. The Roundabout Agreement is attached hereto and incorporated herein as Exhibit 1. The Roundabout Agreement provides that Provident Bayard is responsible for the design and construction of the roundabout improvements and all costs associated with the intersection improvements and requires that Lennar contribute a sum certain ($150,000.00) to the project and that County reimburse an amount not to exceed $280,000.00 for the project.

j. The County has determined that the roundabout intersection improvements are necessary and important components of the road system in Lancaster County, will serve a public purpose, and are in the best interest of Lancaster County.

Section 2. Approval of Roundabout Agreement

The County Council hereby approves and confirms the Roundabout Agreement attached hereto and incorporated herein as Exhibit 1, and hereby authorizes the Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County to take such actions and do any and all things necessary or desirable in connection with execution and delivery of the Roundabout Agreement and other documents authorized or contemplated herein or in the agreements or documents approved herein, to effect the purposes of this ordinance.

Section 3. Assignment of Funds.

Subject to the terms and conditions of this ordinance, a sum not to exceed Two Hundred Eighty Thousand Dollars ($280,000), is assigned from fund balance to the project and those sums will be included in a future budget amendment 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 in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 6. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of December, 2021

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

1st reading: November 8, 2021
2nd reading: November 22, 2021
3rd reading: December 13, 2021

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

AGREEMENT FOR

CONSTRUCTION OF ROUNDABOUT

THIS AGREEMENT (the "Agreement") is made and entered into as of the date it is last signed by a Party (the "Effective Date") as indicated on the signature page by and among the COUNTY OF LANCASTER SOUTH CAROLINA, a South Carolina political body (the "County"), PROVIDENT BAYARD, LLC, a North Carolina limited liability company ("Developer"), and LENNAR CAROLINAS, LLC, a Delaware limited liability company ("Lennar"). The County, the Developer, and Lennar may each be referred to as a "Party" and may be referred to collectively as the "Parties".

RECITALS:

A. Developer intends to develop a 326 lot residential subdivision to be known as Wilson Creek located along Henry Harris Road and Shelley Mullis Road in Lancaster County, South Carolina with said development being conducted pursuant to a Development Agreement by and between Developer and County dated March 8, 2021 ("Development Agreement").

B. Developer has obtained a transportation impact analysis (the "Developer TIA") for the Wilson Creek development dated March 2021 prepared by Ramey Kemp & Associates, Inc. The TIA recommends, among other things, certain improvements to the intersection of Henry Harris Road and Shelley Mullis Road (the "Intersection").

C. Lennar intends to develop a 377 lot residential subdivision in Lancaster County to be known as Harris Mill.

D. Lennar has obtained a transportation impact analysis (the "Lennar TIA") for the Harris Mill development dated August 8, 2019 prepared by Design Resource Group, P.A. The Lennar TIA recommends, among other things, improvements to the Intersection.

E. Improvements to the intersection are necessary to offset the expected traffic impacts of the Wilson Creek development and Harris Mill development and maintain or improve upon existing traffic conditions at the Intersection.

F. The Intersection improvements will benefit the citizens of Lancaster County by maintaining or improving traffic conditions at the Intersection. The Intersection improvements will be dedicated to Lancaster County or the South Carolina Department of Transportation as public right of ways upon completion of the improvements.

G. The Parties agree that the construction of a single lane roundabout (the "Roundabout") at the Intersection is preferred over the other options for the Intersection improvements contained in the Developer TIA and the Lennar TIA.

NOW THEREFORE in consideration of the premises and the mutual covenants contained herein the Parties agrees as follows:

1. Construction of Roundabout. Developer agrees to:

a. engage a South Carolina licensed engineer to prepare plans (the "Plans") for the construction of the Roundabout, which Plans must conform to and comply with the South Carolina Department of Transportation ("SCDOT") requirements for a single lane roundabout;

b. construct the Roundabout in accordance with the Plans;

c. pay the costs, including right of way acquisition, for the preparation of the Plans and the construction of the Roundabout, less the amount of the contributions required from the other Parties; and

d. maintain the Roundabout at its sole cost and expense following the completion of the Roundabout and prior to the acceptance thereof by the County or SCDOT, as applicable.

2. Payment of Costs. Developer will prepare a budget (the "Budget") of all of the costs connected with the construction of the Roundabout, including the Plans and right of way acquisition (the "Construction Cost"). Developer will deliver a copy of the Budget to each of the other Parties within a reasonable period of time after the Effective Date with said Budget being subject to approval of the County. The Construction Cost will be paid as follows:

a. Lennar will pay the sum of $150,000.00 (the "Lennar Contribution") to Developer as Lennar's sole obligation hereunder;

b. the County will reimburse Developer a sum not to exceed $280,000.00 (the "County Contribution"); and

c. the Developer will pay the balance of the Construction Cost (the "Developer Contribution").

3. Construction Fund. No later than January 7, 2022, Developer will (i) open an account (the "Construction Account") with a state or national chartered bank located in Lancaster County, South Carolina, which will be used to pay the Construction Cost, and (ii) deliver notice to the other Parties that the Construction Account has been opened. No later than January 14, 2022, Lennar will deliver to Developer all of the Lennar Contribution, and Developer will deposit into the Construction Account the Developer Contribution and the Lennar Contribution, less the amount of the Developer Contribution paid by Developer prior to the opening of the Construction Account (the "Cost Advances") and notify each of the other Parties of the funding of the Construction Account. Developer will deliver to each of the other Parties reasonable evidence of the Cost Advances sufficient to ensure that said Cost Advances are applied solely and exclusively to the Construction Costs.

Developer shall have (a) sole and exclusive authority to direct and manage the construction of the Roundabout, (b) sole and exclusive control over the Construction Account, and (c) the sole and exclusive authority to cause the funds in the Construction Account to be disbursed for payment of the Construction Costs. Without limiting the foregoing, Developer shall have the sole and

exclusive authority to determine if and when invoices related to the construction of the Roundabout are to be paid and to make all decisions regarding the construction of the Roundabout (except as specifically set forth herein). If the Construction Cost exceeds the funds in the Construction Account, Developer will pay the additional costs directly or at its option contribute the additional funds to the Construction Account. Any funds remaining in the Construction Account after the completion of construction and acceptance of the Roundabout by the SCDOT will be paid to Developer. Provided Lennar delivers the Lennar Contribution to Developer, Developer hereby agrees to indemnify, defend and hold Lennar harmless from and against all injury, damage, loss, cost, or expense, including, but not limited to, reasonable attorneys' fees and court costs arising solely out of the construction of the Roundabout (but excluding any special, consequential or punitive damages).

4. Reimbursement. County shall reimburse Developer for expenditures from the Construction Fund in an amount not to exceed $280,000.00. Developer may only request reimbursement from the County upon certification that the construction of the Roundabout has reached Seventy (70%) Percent completion. The Developer's request for reimbursement shall be accompanied by a Report, as defined in Paragraph 6 of this Agreement along, with a certification from the Engineer of Record that the work completed and in place in accordance with the Plans has reached 70%. Upon approval by the County, Developer may make monthly requests for reimbursements for Cost Advances made thereafter for Construction Costs incurred for the final Thirty (30%) Percent of the construction of the Roundabout with said reimbursement not to exceed the County Contribution. If Developer obtains final completion of the Roundabout and has not requested reimbursement from the County for the full amount of the County Contribution, Developer may make a final request for reimbursement for the balance of the County Contribution as reimbursement for Construction Costs incurred. The County has the right to withhold reimbursement to the Developer if any claims have been asserted for nonpayment either (1) by subcontractors or suppliers against the contractor or the payment bond surety or (2) by the contractor against Developer. At any time during the performance of the construction of the Roundabout, the County has the right to request an audit of the Developer's records at any time to ensure the compliance with the terms of this Agreement.

5. Contracts. Developer will enter into one or more contracts for the construction of the Roundabout (the "Construction Contracts"), which Construction Contracts will obligate the contractor to construct the Roundabout, or portions of the Roundabout, in accordance with the Plans and will obligate the Developer to pay for the cost of such construction. The terms and conditions of the Construction Contracts will be determined by the Developer and the contractor, provided that all such Construction Contracts shall require the contractor to provide performance and payment bonds with the penal sum of the bond equal to the amount of the contract and issued by a surety company license in South Carolina with an "A" minimum rating of performance as stated in the most current publication of Best Key Rating Guide, Property Liability, which company shows a financial strength at least five (5) times of the contract price. The other Parties will have no right to review or approve the Construction Contracts. Copies of the fully executed Construction Contracts and all amendments thereto will be delivered to each other Party no later than ten (10) days after their execution.

6. Plans. The Plans will be prepared by an South Carolina engineer pursuant to a contract with the Developer. The terms and conditions of the Plans will be determined by the Developer and the engineer. The other Parties will have no right to review or approve the Plans. Copies of the fully final Plans approved by the SCDOT will be delivered to each other Party no later than ten (10) days after their approval. A preliminary version of the Plans that generally depicts the requirements for the Roundabout is attached hereto as Exhibit A.

7. Reports. On or before the 15th day following the end of the first full month after the opening of the Construction Account, and on the 15th day of each month thereafter until the completion of the construction of the Roundabout, Developer will deliver to each of the other Parties a written report sent to the e-mail address for that Party which shows (a) the funds expended to date with a comparison to the Budget and (b) the percent completion of the construction of the Roundabout.

8. Acquisition of Right of Way. All permanent or temporary right of way that is needed for the construction of the Roundabout ("Right of Way") is identified on Exhibit B attached hereto. Developer will use commercially reasonable efforts to acquire the Right of Way by contract with the applicable property owner or owners. If a commercially reasonable effort to acquire the Right of Way is not successful, then the County agrees to use its power of eminent domain to acquire the necessary Right of Way. Developer agrees to reimburse the County for the award, settlement, or contract price paid to the property owner for the Right of Way, plus reasonable attorney fees and costs expended by the County. The cost to acquire the Right of Way, whether by contract or through eminent domain, will be included in the Construction Cost.

9. Construction Schedule. Developer agrees to commence construction of the Roundabout no later than July 31, 2022 and further agrees that it will achieve substantial completion of the construction of the roundabout within twenty-four (24) months after commencing construction, all of which is subject to matters of Force Majeure. Failure to achieve substantial completion in accordance with the Construction Schedule will be considered a material default of this Agreement.

10. TIA Compliance. The County agrees (a) that Developer's agreement to construct the Roundabout as set forth herein will constitute full compliance with (i) the County's recommendations and/or requirements for improvements to the Intersection in the Developer TIA and the Lennar TIA and (ii) any other requirements of the County with respect to the Intersection, (b) that no further improvements to the Intersection will be required by Developer or Lennar, and (c) Lennar shall not be liable or required to contribute any additional consideration with respect to this Agreement or any obligations or improvements referenced herein.

11. Notice. Any notice required or permitted by the Agreement will be effective if in writing and delivered to the required Party by (a) personal delivery, (b) e-mail, (c) delivery by courier service, or (d) depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid and addressed to the Party. Such notice will be deemed to be delivered at the time of personal delivery, or, if mailed, on the date that it was deposited with the United States Postal Service. Rejection or other refusal by the addressee to

accept notice will be deemed to be receipt of the notice on the third day following the date postmarked. The inability of the United States Postal Service to deliver the notice because of a change in address of the Party of which no notice was given to the other Party as provided below will be deemed to be receipt of the notice on the third day following the date postmarked. The address of the Parties to which notice is to be sent are those set forth below and where more than one address is shown for a Party, notice must be sent to all such addresses. The addresses below may be changed by a Party by giving the other Parties written notice of the new address.

To the County:

LANCASTER COUNTY
101 N. Main Street
Lancaster, South Carolina 29720
Attn: County Administrator

Copy to:

LANCASTER COUNTY
101 N. Main Street
Lancaster, South Carolina 29720
Attn: County Attorney

To Lennar:

LENNAR CAROLINAS, LLC
6701 Carmel Road, Suite 425
Charlotte, North Carolina 28226
Telephone No.: (704) 542-8300
Attn: Mark Henninger
E-Mail: mark.henninger@lennar.com

Copy To:

LENNAR CORPORATION
700 NW 107th Avenue - 4th Floor
Miami, Florida 33172
Attn: General Counsel
E-Mail: mark.sustana@lennar.com

LENNAR CORPORATION
4600 W. Cypress Street, Suite 200
Tampa, Florida 33607
Telephone No.: (850) 888-7105
Attn: Phil Wolf
E-Mail: phil.wolf@lennar.com

ST. AMAND & EFIRD, PLLC
3315 Springbank Lane, Suite 308
Charlotte, NC 28226
Telephone No.: (704) 837-2670
Attn: Scott Efird
E-Mail: sefird@stamand-efird.com

To Developer:

PROVIDENT BAYARD, LLC

1108 Industrial Drive
Mathews, NC 28105
Attention: Ken Holbrooks
Email: ken@bayarddevelopment.com

12. Default. If a Party fails to perform its obligations hereunder (a "Default"), any other Party may give notice to such defaulting Party of the event of Default, and, if the Default is not cured within the applicable cure period set forth below, any non-defaulting Party may bring an action to compel performance by the defaulting Party and seek such other relief as may be available at law and in equity. For purposes of this Section 10, "cure period" means (a) a period of ten (10) days after notice if the Default is a monetary Default and (b) sixty (60) days after notice if the Default is a non-monetary Default, provided that such sixty (60) day period may be extended for a reasonable period of time if the non-monetary Default cannot reasonably be cured within sixty (60) days and the defaulting Party commences the cure of such Default within said sixty (60) day period.

13. No Partnership. It is expressly understood and agreed that no Party is a partner, joint venturer or associate of any other Party. No provision of this Agreement shall be construed to impose upon any Party hereto any obligation or restriction not expressly set forth herein.

14. Counterparts. This Agreement may be executed in counterparts all of which taken together shall be deemed one original when executed by both parties.

15. Amendment and Modification. This Agreement embodies the full agreement of the Parties relating to the subject matter hereof and supersedes any and all prior understandings or

commitments concerning the subject matter of this Agreement. Any modification or amendment must be in writing and signed by both parties.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their assigns and successors, except as herein provided to the contrary.

17. Controlling Law. This Agreement and the rights of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of South Carolina.

18. Partial Invalidity. In the event that any part or provision of this Agreement is determined to be invalid or unenforceable, the remaining parts and provisions of this Agreement which can be separated from the invalid, unenforceable provision shall continue in full force and effect.

19. Assignment. In the event that Developer conveys to a third party ("Buyer") either (a) the land (the "Land") which constitutes the Wilson Creek Development or (b) the contracts which give Developer the right to buy the Land, then Developer will have the right to assign to the Buyer all of its rights and obligations under this Agreement and upon the assumption by the Buyer of Developer's obligations under this Agreement, Developer will have no further rights or obligations hereunder. Developer will deliver to each other Party a copy of the assignment of this Agreement.

20. Captions. The paragraph and marginal titles, numbers and captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, modify, or describe the scope or intent of this Agreement nor any provision herein.

21. Force Majeure. Notwithstanding anything in this Agreement to the contrary, no Party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement to be performed by it if any failure of its performance shall be due to Force Majeure (defined below), and the time for performance by a Party shall be extended by the period of delay resulting from or due to Force Majeure. The term "Force Majeure" shall mean any acts of God; enemy acts; acts of war; acts of terrorism or bioterrorism; riot, insurrection or other civil commotion; intervention by civil or military authorities of government; declared state of emergency or public health emergency; pandemic (including, without limitation, COVID-19); government-mandated quarantine or travel ban; government-mandated closure (including, without limitation, closure of buildings, airports, harbors, railroads and/or pipelines or other infrastructure); general unavailability of or excessive cost for certain materials; strikes, boycotts, lockouts, labor disputes or work stoppage, or labor shortages; and/or any other cause not reasonably within the control of such party and which, by the exercise of due diligence, such party is unable, wholly or in part, to prevent or overcome. Notwithstanding the foregoing, in no event shall Force Majeure events in the aggregate extend any deadline herein by more than sixty (60) days.

22. Development Agreement. The Parties understand and agree that this Agreement arises out of and relates to work contemplated under the Development Agreement. As such, this Agreement is deemed to be complementary to the Development Agreement and nothing herein should be interpreted to void or supersede any rights or obligations under the Development Agreement.

[signatures on next page]

In Witness Whereof the parties have signed this Agreement as of the date indicated below their signatures.

LANCASTER COUNTY

By _____
Name:
Title:
Date:

LENNAR CAROLINAS, LLC

By _____
Name: Mark Henninger
Title: Vice President
Date:_____

PROVIDENT BAYARD, LLC

By its Manager
Bayard Development, LLC

By _____
Name: Kenneth W. Holbrooks
Title: Manager
Date:

By its Manager
Provident Land Services, Inc.

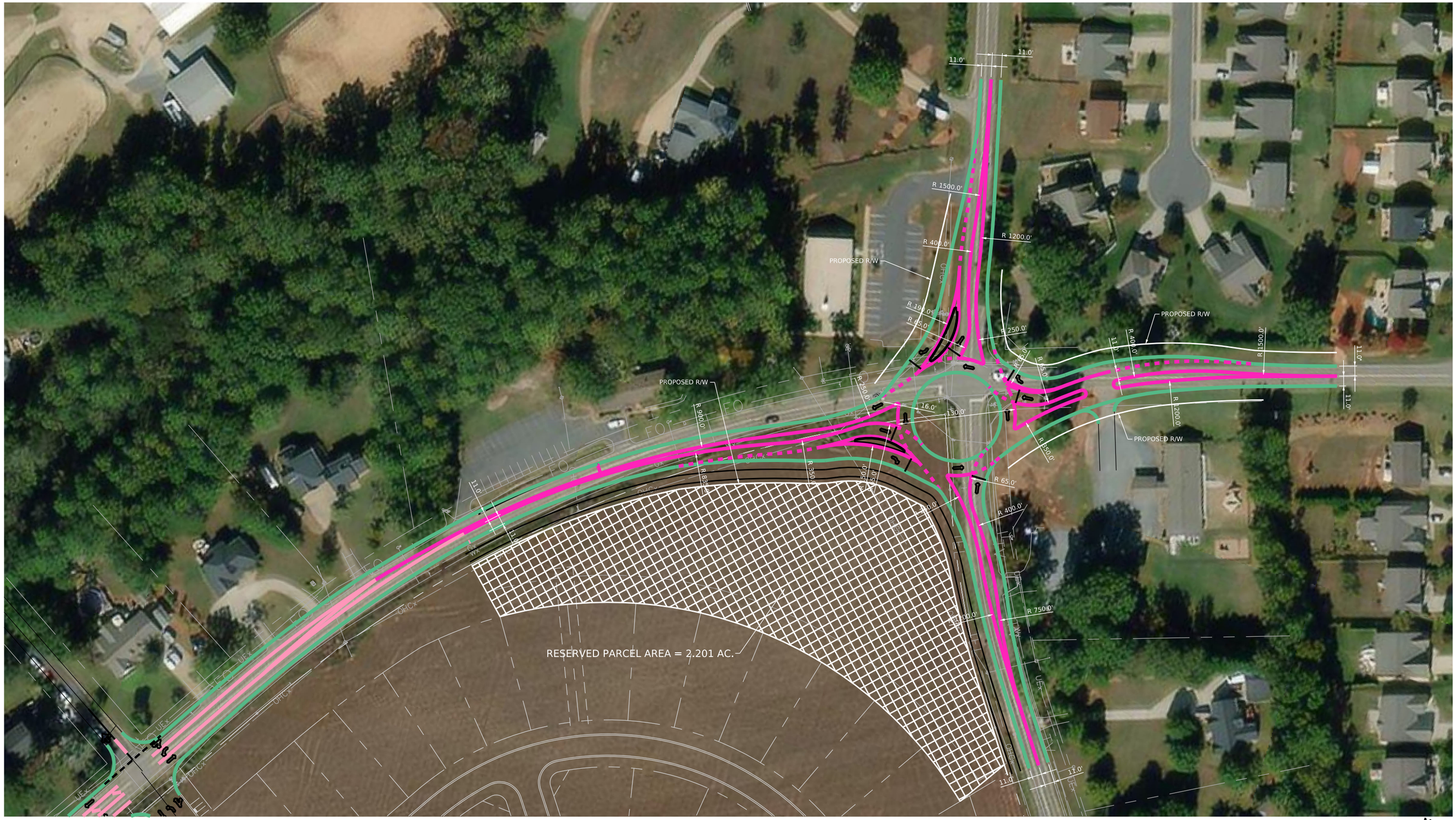
By _____
Name: Thomas D. Waters
Title: President
Date:

EXHIBIT A
Roundabout Plans

See attached.

EXHIBIT B
Description of Right of Way

See attached.



ColeJenest & Stone

WILSON CREEK

PRELIMINARY ROADWAY DESIGN

Project No.: 4717

Issued: MAY-10-2021

NOT TO SCALE

EXHIBIT B

ROUNDABOUT AGREEMENT FOR HENRY HARRIS AND SHELEY MULLIS

LEGAL DESCRIPTIONS

THE FOLLOWING LEGAL DESCRIPTIONS COMPORT WITH CURRENT PLANS FOR THE ROUNDABOUT BUT THE ROUNDABOUT PLANS HAVE NOT RECIVED FINAL APPROVAL OF SCDOT, THEREFORE THE DESCRPTIONS CONTAINED HEREIN ARE SUBJECT TO AMENDMENT UPON FINAL PLAN APPROVAL FROM SCDOT

RIGHT OF WAY ACQUISITION (MCINTYRE PROPERTY MANAGEMENT LLC – PID 0013-00-054.01)

BEGINNING AT THE INTERSECTION OF THE RIGHT OF WAY OF SHELLY MULLIS ROAD AND THE RIGHT OF WAY OF HENRY HARRIS ROAD, AND BEING THE NORTHWEST CORNER OF THE PROPERTY OF, NOW OR FORMERLY MCINTYRE PROPERTY MANAGEMENT, LLC (DB 945 PG 177) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 76.91', WITH A RADIUS OF 1399.63', WITH A CHORD BEARING OF N 71°39'34" E, WITH A CHORD LENGTH OF 76.90' TO A POINT; THENCE N 73°14'01" E A DISTANCE OF 84.18' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 172.71', WITH A RADIUS OF 335.00', WITH A CHORD BEARING OF S 50°14'27" W, WITH A CHORD LENGTH OF 170.81', TO A POINT; THENCE N 20°08'50" W A DISTANCE OF 64.72' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 4058.0 SQUARE FEET.

TEMPORARY CONSTRUCTION EASEMENT 1

STARTING AT A 1” OPEN TOP PIPE FOUND BEING ON THE RIGHT OF WAY OF HENRY HARRIS ROAD AND BEING THE COMMON CORNER OF THE PROPERTY OF, NOW OR FORMERLY, MCINTYRE PROPERTY MANAGEMENT LLC (DB 945 PG 177) AND THE PROPERTY OF, NOW OR FORMERLY, ANGELA & JERRY YORK (DB 396 PG 90); THENCE N 08°36'43" W A DISTANCE OF 26.45' TO A POINT, BEING THE POINT OF BEGINNING; THENCE S 72°31'19" W A DISTANCE OF 9.85' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 126.75', WITH A RADIUS OF 1113.90', WITH A CHORD BEARING OF N 25°58'55" W, WITH A CHORD LENGTH OF 126.68'; TO A POINT; THENCE S 41°17'32" E A DISTANCE OF 34.95' TO A POINT; THENCE S 26°17'32" E A DISTANCE OF 94.43' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1196.1 SQUARE FEET.

TEMPORARY CONSTRUCTION EASEMENT 2

STARTING AT THE INTERSECTION OF THE RIGHT OF WAY OF SHELLY MULLIS ROAD AND THE RIGHT OF WAY OF HENRY HARRIS ROAD, AND BEING THE NORTHWEST CORNER OF THE PROPERTY OF, NOW OR FORMERLY MCINTYRE PROPERTY MANAGEMENT, LLC (DB 945 PG 177) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 76.91', WITH A RADIUS OF 1399.63', WITH A CHORD BEARING OF N 71°39'34" E, WITH A CHORD LENGTH OF 76.90' TO A POINT; THENCE N 73°14'01" E A DISTANCE OF 84.18' TO A POINT, BEING THE POINT OF BEGINNING; THENCE N 73°14'01" E A DISTANCE OF 126.27' TO A POINT; THENCE S 17°46'02" E A DISTANCE OF 5.00' TO A POINT; THENCE S 73°14'01" W A DISTANCE OF 76.60' TO A POINT; THENCE S 55°04'14" W A DISTANCE OF 217.47' TO A POINT; THENCE N 20°08'50" W A DISTANCE OF 6.08' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 172.71', WITH A RADIUS OF 335.00', WITH A CHORD BEARING OF N 50°14'27" E, WITH A

CHORD LENGTH OF 170.81' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 4464.0 SQUARE FEET.

TEMPORARY CONSTRUCTION EASEMENT (ANGELA & JERRY YORK – PID 0013D-0B-001.00)

BEGINNING AT A POINT ON THE RIGHT OF WAY FOR HENRY HARRIS ROAD, AND BEING THE COMMON CORNER OF THE PROPERTY OF, NOW OR FORMERLY ANGELA & JERRY YORK (DB 396 PG 90) AND THE PROPERTY OF, NOW OR FORMERLY, MCINTYRE PROPERTY MANAGEMENT, LLC (DB 945 PG 177), THENCE N 72°31'19" E A DISTANCE OF 9.20' TO A POINT; THENCE S 26°17'32" E A DISTANCE OF 84.81' TO A POINT; THENCE N 34°21'03" W A DISTANCE OF 7.42' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.30', WITH A RADIUS OF 1017.00', WITH A CHORD BEARING OF N 32°07'01" W, WITH A CHORD LENGTH OF 79.28', TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 437.7 SQUARE FEET.

TEMPORARY CONSTRUCTION EASEMENT (JERRY & DEBORAH TROXELL – PID 0013D-0A-020.00)

BEGINNING AT A POINT ON THE RIGHT OF WAY OF SHELLY MULLIS ROAD AND BEING THE COMMON CORNER OF THE PROPERTY OF, NOW OR FORMERLY, JERRY & DEBORAH TROXELL (DB U010 PG 208) AND THE PROPERTY OF , NOW OR FORMERLY, CROSSROADS LUTHERAN CHURCH (DB 817 PG 343); THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 117.91', WITH A RADIUS OF 1465.63', WITH A CHORD BEARING OF S 40°54'13" W, WITH A CHORD LENGTH OF 117.88', TO A POINT; THENCE N 57°36'46" W A DISTANCE OF 19.84' TO A POINT; THENCE N 29°34'36" E A DISTANCE OF 15.32' TO A POINT; THENCE N 39°55'58" E A DISTANCE OF 44.88' TO A POINT; THENCE N 44°37'53" E A DISTANCE OF 68.98' TO A POINT; THENCE S 26°23'05" E A DISTANCE OF 20.50' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 2609.3 SQUARE FEET.

TEMPORARY CONSTRUCTION EASEMENT (NATHAN & BRANDI BOWLING – PID 0013D-0A-018.00)

BEGINNING AT A POINT AT THE INTERSECTION OF THE RIGHT OF WAY OF SHELLY MULLIS ROAD AND THE RIGHT OF WAY OF RISING SUN LANE, ALSO BEING THE SOUTHWEST CORNER OF THE PROPERTY OF, NO OR FORMERLY NATHAN & BRANDI BOWLING (DB 17 PG 123); THENCE N 57°18'34" W A DISTANCE OF 5.00' TO A POINT; THENCE N 32°48'12" E A DISTANCE OF 129.55' TO A POINT; THENCE S 58°29'55" E A DISTANCE OF 5.11' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 17.79', WITH A RADIUS OF 1465.63', WITH A CHORD BEARING OF S 33°08'32" W, WITH A CHORD LENGTH OF 17.79', TO A POINT; THENCE S 32°48'12" W A DISTANCE OF 111.87' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 648.7 SQUARE FEET.

TEMPORARY CONSTRUCTION EASEMENT (MELVIN & LENITA HARTLEY – PID 0010-00-070.00)

BEGINNING AT A POINT ON THE RIGHT OF WAY OF HENRY HARRIS ROAD AND BEING A COMMON CORNER OF THE PROPERTY OF, NOW OR FORMERLY, MELVIN & LENITA HARTLEY (DB 1087 PG 205 AND THE PROPERTY OF, NOW OR FORMERLY, CROSSROADS LUTHERAN CHURH (DB 817 PG 343) THENCE S 64°15'33" W A DISTANCE OF 21.66' TO A POINT; THENCE N 08°50'57" W A DISTANCE OF 255.76' TO A POINT; THENCE S 13°35'57" E A DISTANCE OF 250.33' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 2651.0 SQUARE FEET.

RIGHT OF WAY ACQUISITION (CROSSROADS LUTHERAN CHURCH – PID 0013-00-054.00)

BEGINNING AT A POINT AT THE INTERSECTION OF THE RIGHT OF WAY OF SHELLY MULLIS ROAD AND THE RIGHT OF WAY OF HENRY HARRIS ROAD AND ALSO BEING THE SOUTHEAST CORNER OF THE PROPERTY OF, NOW OR FORMERLY, CROSSROADS LUTHERAN CHURCH (DB 817 PG 343), THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 35.83', WITH A RADIUS OF 1465.63', WITH A CHORD BEARING OF S 66°52'42" W, WITH A CHORD LENGTH OF 35.83' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 64.74', WITH A RADIUS OF 55.00', WITH A CHORD BEARING OF N 15°12'16" E, WITH A CHORD LENGTH OF 61.07', TO A POINT; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 63.15', WITH A RADIUS OF 426.00', WITH A CHORD BEARING OF N 14°16'15" W, WITH A CHORD LENGTH OF 63.09', TO A POINT; THENCE N 10°02'20" W A DISTANCE OF 63.99' TO A POINT; THENCE N 76°24'03" E A DISTANCE OF 2.68' TO A POINT; THENCE S 13°35'57" E A DISTANCE OF 174.54' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1356.3 SQUARE FEET.

TEMPORARY CONSTRUCTION EASEMENT 1

BEGINNING AT A POINT ON THE RIGHT OF WAY OF HENRY HARRIS ROAD AND BEING THE COMMON CORNER OF THE PROPERTY OF, NOW OR FORMERLY, CROSSROADS LUTHERAN CHURCH (DB 817 PG 343) AND THE PROPERTY OF, NOW OR FORMERLY, MELVIN & LENITA HARTLEY (DB 1087 PG 205), THENCE S 13°35'57" E A DISTANCE OF 64.51' TO A POINT; THENCE S 76°24'03" W A DISTANCE OF 2.68' TO A POINT; THENCE S 10°02'20" E A DISTANCE OF 63.99' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 63.15', WITH A RADIUS OF 426.00', WITH A CHORD BEARING OF S 14°16'15" E, WITH A CHORD LENGTH OF 63.09', TO A POINT; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 64.74', WITH A RADIUS OF 55.00', WITH A CHORD BEARING OF S 15°12'16" W, WITH A CHORD LENGTH OF 61.07', TO A POINT; THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 14.17', WITH A RADIUS OF 1465.63', WITH A CHORD BEARING OF S 65°54'04" W, WITH A CHORD LENGTH OF 14.17', TO A POINT; THENCE N 26°30'25" E A DISTANCE OF 44.03' TO A POINT; THENCE N 09°51'12" W A DISTANCE OF 59.82' TO A POINT; THENCE N 19°44'58" W A DISTANCE OF 87.56' TO A POINT; THENCE N 08°50'57" W A DISTANCE OF 62.45' TO A POINT; THENCE N 63°22'40" E A DISTANCE OF 21.77' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 4161.3 SQUARE FEET.

TEMPORARY CONSTRUCTION EASEMENT 2

BEGINNING AT A POINT ON THE RIGHT OF WAY OF SHELLY MULLIS ROAD AND BEING THE COMMON CORNER OF THE PROPERTY OF, NOW OR FORMERLY, CROSSROADS LUTHERAN CHURCH (DB 817 PG 343) AND THE PROPERTY OF, NOW OR FORMERLY, JERRY & DEBORAH TROXELL (DB U010 PG 208), THENCE N 25°43'41" W A DISTANCE OF 20.58' TO A POINT; THENCE N 44°37'53" E A DISTANCE OF 28.51' TO A POINT; THENCE N 53°05'44" E A DISTANCE OF 102.13' TO A POINT; THENCE N 68°05'44" E A DISTANCE

OF 22.24' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 156.99', WITH A RADIUS OF 1465.63', WITH A CHORD BEARING OF S 46°16'37" W, WITH A CHORD LENGTH OF 156.91', TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1950.3 SQUARE FEET.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1788
Contact Person / Sponsor: John DuBose- County Attorney
Department: Administration
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Whether to grant the City of Lancaster two fifteen foot (15') wide permanent utility easements so that the City of Lancaster can provide water and sewer service to the Air Rail Industrial Park.

Points to Consider:
The easement grants will allow the City of Lancaster to provide water and sewer services to lots 4, 5 and 6 in the Air Rail Park. Water and sewer infrastructure is necessary for marketing and development of the Air Rail Park parcels.

A temporary construction easement will also be granted to allow for installation of the utilities.

The easements and the plat exhibit are included in the agenda materials.

An aerial image of the air rail park with the location of the improvements is also included in the agenda package as additional background material.

Funding and Liability Factors:
Not applicable.

Council Options:
Approval or disapproval of the Ordinance.

Recommendation:
Approve the Ordinance authorizing the permanent utility easement grants to City of Lancaster.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1788	11/18/2021	Ordinance
Exhibit A to Ordinance 2021-1788 Easement Agreement	11/18/2021	Exhibit
Exhibit to Easement Agreement - PLAT	11/11/2021	Exhibit
Background Material- Aerial image- Waterline Extension	11/11/2021	Backup Material
Notice of Public Hearing for Ordinance 2021-1788	12/2/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021 - 1788**
COUNTY OF LANCASTER)

AN ORDINANCE

TO APPROVE EASEMENT GRANTS TO THE CITY OF LANCASTER UPON REAL PROPERTY OWNED BY LANCASTER COUNTY BEARING TAX PARCEL NUMBER 0066-00-040.00 AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO EFFECTUATE THE GRANT OF THE EASEMENTS AND TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and determinations.

Council finds and determines that:

(1) Lancaster County (the "County") owns land at tax parcel number 0066-00-040.00 containing the Lancaster Air Rail Park.

(2) City of Lancaster (the "City") has received RIA funding to install new water and sewer lines in the Air Rail Park, allowing the City to provide water and sewer utility services to lots 4, 5, and 6 in the Air Rail Park.

(3) The City requires fifteen foot (15') wide permanent utility easements along the Air Rail Park property lines and along Highway 9 for the placement of the new water and sewer lines.

(4) The County desires to grant utility easements rights over a portion of the County property so the City may construct and maintain a permanent water and sanitary sewer system.

(5) The easement grants are in the best interest of the County and is in furtherance of the development and improvement of a County asset.

(5) It is the purpose of this ordinance to approve utility easement grants from the County to the City.

Section 2. Approval of right-of-way easements.

Council authorizes and approves the grant of the easements to the City for the construction, management, and maintenance of a permanent water and sanitary sewer system over and upon Tax Map No. 0066-00-040.00 as described in Section 1.

The form of the Easement instrument is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the easements are incorporated herein by reference as if the easements were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the Easement instrument on behalf of the County. By adoption of this

ordinance, Council approves the easement instrument and all its terms, provisions and conditions. The easement instrument 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 easement instrument, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Easement instrument attached to this ordinance.

Section 3. Authority to act.

The Council Chair, the Clerk to Council, the 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 supersede all other provisions and this ordinance is controlling.

Section 6. Effective date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this _____ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	November 22, 2021
Second Reading:	December 13, 2021
Public Hearing:	December 13, 2021
Third Reading:	January 10, 2022

Approved as to form:

_____
John DuBose, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A to Ordinance No. 2021-1788

Air Rail Park Waterline Expansion Easement Agreement
Lancaster County to City of Lancaster

Tax Map No. 0066-00-040.00

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

GRANT OF UTILITY EASEMENTS

KNOW ALL PEOPLE BY THESE PRESENTS, that the **County of Lancaster, South Carolina**, a governmental subdivision of the State of South Carolina, hereinafter referred to as Grantor for and in consideration of ten dollars ($10.00) in hand as well as other good and valuable consideration to Grantor paid by **The City of Lancaster**, a municipal corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted bargained, sold and released, and by these presents does grant, bargain, sell, and release unto the said Grantee and Grantee's heirs, successors, and assigns, the following:

A 15 Foot (15') Wide Permanent Utility Easement measuring a total of fifteen feet (15') across for an aggregate distance of 1,169.52 feet (368.36' + 301.93' + 499.23'), more or less,
AND
A 15 Foot (15') Wide Temporary Construction Easement measuring a total of fifteen feet (15') across for an aggregate distance of 1,168.77 feet (382.71' + 301.32' + 484.74'), more or less,

Being located near and traversing the southern and western borders of Grantor's property and as shown on a plat of survey entitled "Lancaster Air Rail Park Water and Sewer Easement" prepared by Stewart Engineering, Inc., containing four (4) pages dated October 4, 2021 and filed on _____, 2021 with the Office of the Register of Deeds for Lancaster County, South Carolina, as Plat Number _____. Servient piece, parcel, lot or tract of land being situate, lying and located in the western portion of the County of Lancaster, State of South Carolina.

TOGETHER WITH:

A 15 Foot (15') Wide Permanent Utility Easement being located near the northern border of Grantor's property and partially adjacent to S.C. Highway 9 and as shown on Drawing No. 4 of 4 on a plat of survey entitled "Lancaster Air Rail Park Water and Sewer Easement" prepared by Stewart Engineering, Inc., containing four (4) pages dated October 4, 2021 and filed on _____, 2021 with the Office of the Register of Deeds for Lancaster County, South Carolina, as Plat Number _____. Servient piece, parcel, lot or tract of land being situate, lying and located in the western portion of the County of Lancaster, State of South Carolina.

Portions of Tax Parcel No. 0066-00-040.00

These easements in and to the above-described premises is for the exclusive use by Grantee for constructing and maintaining a permanent water and sanitary sewer system and such related uses as may become necessary or advisable in creating, managing, and maintaining its water lines and sanitary sewer. For such purposes, the Grantor hereby Grants to the Grantee the right to excavate, remove asphalt, and any other offending structures or surfaces, and any and all other structures or surfaces that Grantee in its sole discretion finds advisable is the use and maintenance of the its sanitary sewer system, and to relocate, at Grantee's expense, any and all utility lines upon such property.

The within described easements are conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restriction, if any, are not intended to be reimposed hereby.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise appertaining.

And the Grantor, does hereby bind itself, it heirs, executors, administrators, and assigns to warrant and forever defend, all and singular the above-described easement in and to the said premises unto the said Grantee, its heirs and assigns against Grantor's heirs, executors, administrators and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

<Remainder Of Page Intentionally Left Blank; Signature Page Follows>

WITNESS my hand and seal this _____ day of _____, 2021.

Signed, sealed and delivered in the
presence of these witnesses:

	)	COUNTY OF LANCASTER,
_____	)	SOUTH CAROLINA
	)	
	)	
_____	)	_____
	)	BY:
	)	ITS:

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

PERSONALLY appeared before me _____ and made oath that he or she along with the other witness saw the within named Grantor sign, seal, and as his or her act and deed deliver the within-written Easements.

_____

SWORN TO before me this _____
day of _____, 2021.

_____
Notary Public for South Carolina
My Commission expires: _____

GENERAL NOTES

1. BEARINGS AND DISTANCES SHOWN ARE BASED ON RECORDED INFORMATION: DEED BOOK 706, PAGE 291 AND PLAT BOOK 2012, PAGE 608.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FOOT.
3. AREA COMPUTED BY COORDINATE GEOMETRY.
4. THIS MAP WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY AND MAY BE SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS, AND OTHER MATTERS EITHER RECORDED OR IMPLIED.
5. THE COORDINATE SYSTEM FOR THIS PROJECT IS BASED ON S.C. N.A.D. 83 (N.S.R.S. 2011). THE INITIAL POSITIONS WERE DETERMINED WITH A REAL TIME KINEMATIC GPS UNIT USING THE SOUTH CAROLINA GEODETIC SURVEY REAL TIME NETWORK, AND WERE TIED TO THE FOLLOWING N.G.S. MONUMENT: "EA 20". N:1039448.30', E:2049692.14'
6. THE INITIAL STATE PLANE POSITIONS FOR THIS PROJECT WERE SCALED FROM GRID TO HORIZONTAL GROUND USING THE RECIPROCAL OF A COMBINED GRID FACTOR OF 0.99993520 AT THE LOCATION OF N:1049786.77', E: 2047013.07'.
7. TOTAL AREA OF- 2,056,019 SQUARE FEET, 47.120 ACRES
   - 7.1. TEMPORARY CONSTRUCTION EASEMENT AREA OF- 17,316 SQUARE FEET, 0.398 ACRES
   - 7.2. PERMANENT UTILITY EASEMENT AREA OF- 20,188 SQUARE FEET, 0.463 ACRES
   - 7.3. TOTAL AREA REMAINING OF- 2,056,019 SQUARE FEET, 47.120 ACRES

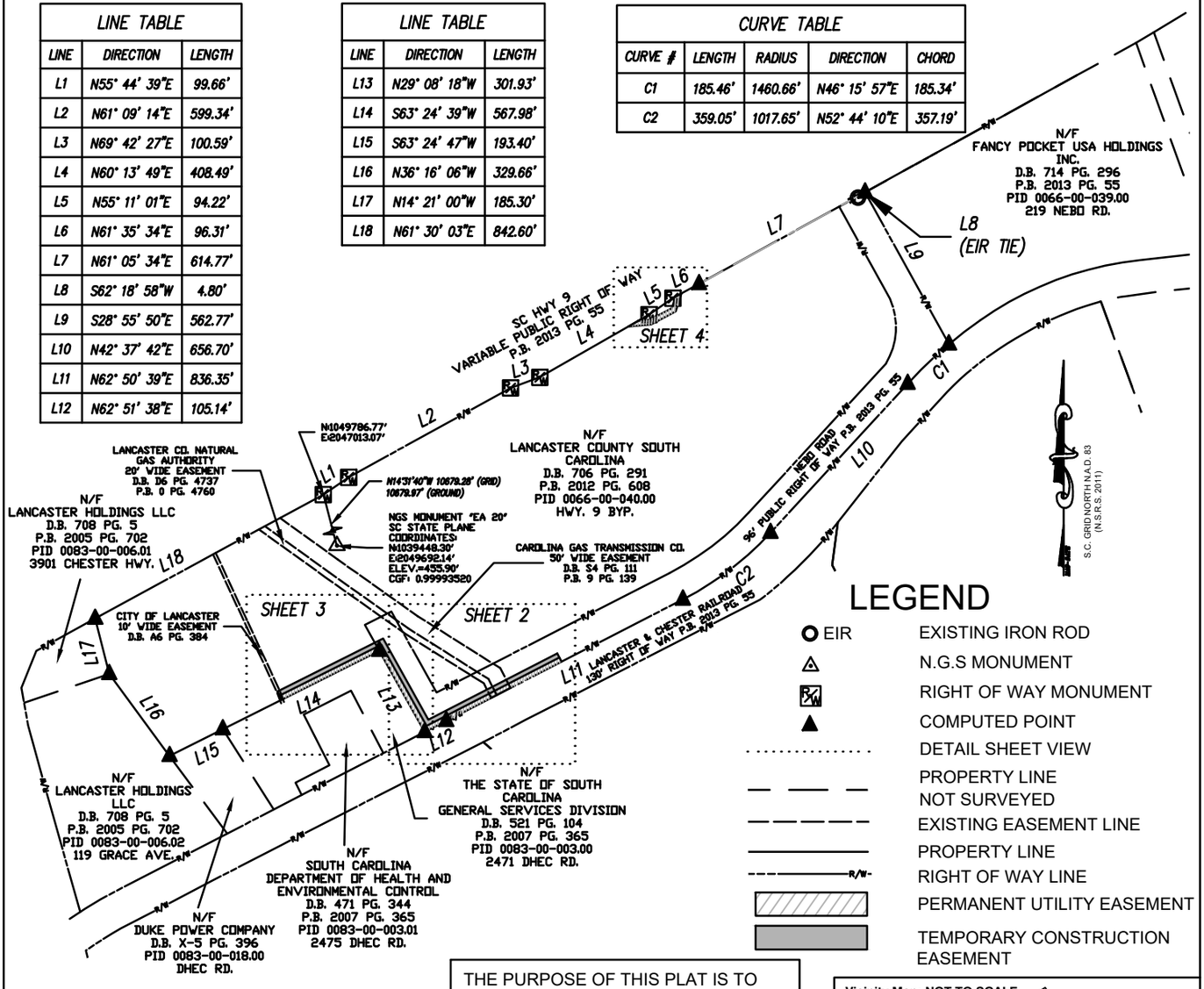
ABBREVIATIONS

N.G.S. NATIONAL GEODETIC SURVEY
N/F NOW OR FORMERLY
P.B. PLAT BOOK
D.B. DEED BOOK
PG. PAGE
NAD NORTH AMERICAN DATUM
CGF COMBINED GRID FACTOR

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N55° 44' 39"E	99.66'
L2	N61° 09' 14"E	599.34'
L3	N69° 42' 27"E	100.59'
L4	N60° 13' 49"E	408.49'
L5	N55° 11' 01"E	94.22'
L6	N61° 35' 34"E	96.31'
L7	N61° 05' 34"E	614.77'
L8	S62° 18' 58"W	4.80'
L9	S28° 55' 50"E	562.77'
L10	N42° 37' 42"E	656.70'
L11	N62° 50' 39"E	836.35'
L12	N62° 51' 38"E	105.14'

LINE TABLE		
LINE	DIRECTION	LENGTH
L13	N29° 08' 18"W	301.93'
L14	S63° 24' 39"W	567.98'
L15	S63° 24' 47"W	193.40'
L16	N36° 16' 06"W	329.66'
L17	N14° 21' 00"W	185.30'
L18	N61° 30' 03"E	842.60'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DIRECTION	CHORD
C1	185.46'	1460.66'	N46° 15' 57"E	185.34'
C2	359.05'	1017.65'	N52° 44' 10"E	357.19'



LEGEND

- EIR — EXISTING IRON ROD
- N.G.S MONUMENT
- RIGHT OF WAY MONUMENT
- COMPUTED POINT
- DETAIL SHEET VIEW
- PROPERTY LINE NOT SURVEYED
- EXISTING EASEMENT LINE
- PROPERTY LINE
- R/W — RIGHT OF WAY LINE
- PERMANENT UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

THE PURPOSE OF THIS PLAT IS TO RECORD THE PERMANENT EASEMENT.

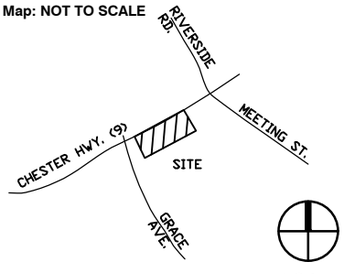
I, J. TIMOTHY THOMAS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 706, PAGE 291).

DocuSigned by: 7/30/2021

J. TIMOTHY THOMAS, SC PLS 28148

SOUTH CAROLINA PROFESSIONAL SEAL 28148 LAND SURVEYOR JAMES TIMOTHY THOMAS

Vicinity Map: NOT TO SCALE



NEARBY ADDRESS: 2471 DHEC RD.

STEWART
101 N TRYON ST, STE 1400
CHARLOTTE, NC 28202
T 704.334.7925
FIRM LICENSE #: C-1051(NC) CO-1682 (SC)
www.stewartinc.com
PROJECT #: G21002

LANCASTER AIR RAIL PARK
WATER & SEWER EASEMENT

LANCASTER COUNTY
CANE CREEK TOWNSHIP, LANCASTER COUNTY, LANCASTER, SC

Project No:	G21002	Ref No:	--
Scale:	1" = 500'	Date:	07-30-2021
Drawn By:	WJT	Drawing No:	1 OF 4
Checked By:	NJB		

GENERAL NOTES

1. BEARINGS AND DISTANCES SHOWN ARE BASED ON RECORDED INFORMATION: DEED BOOK 706, PAGE 291 AND PLAT BOOK 2012, PAGE 608.

2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FOOT.

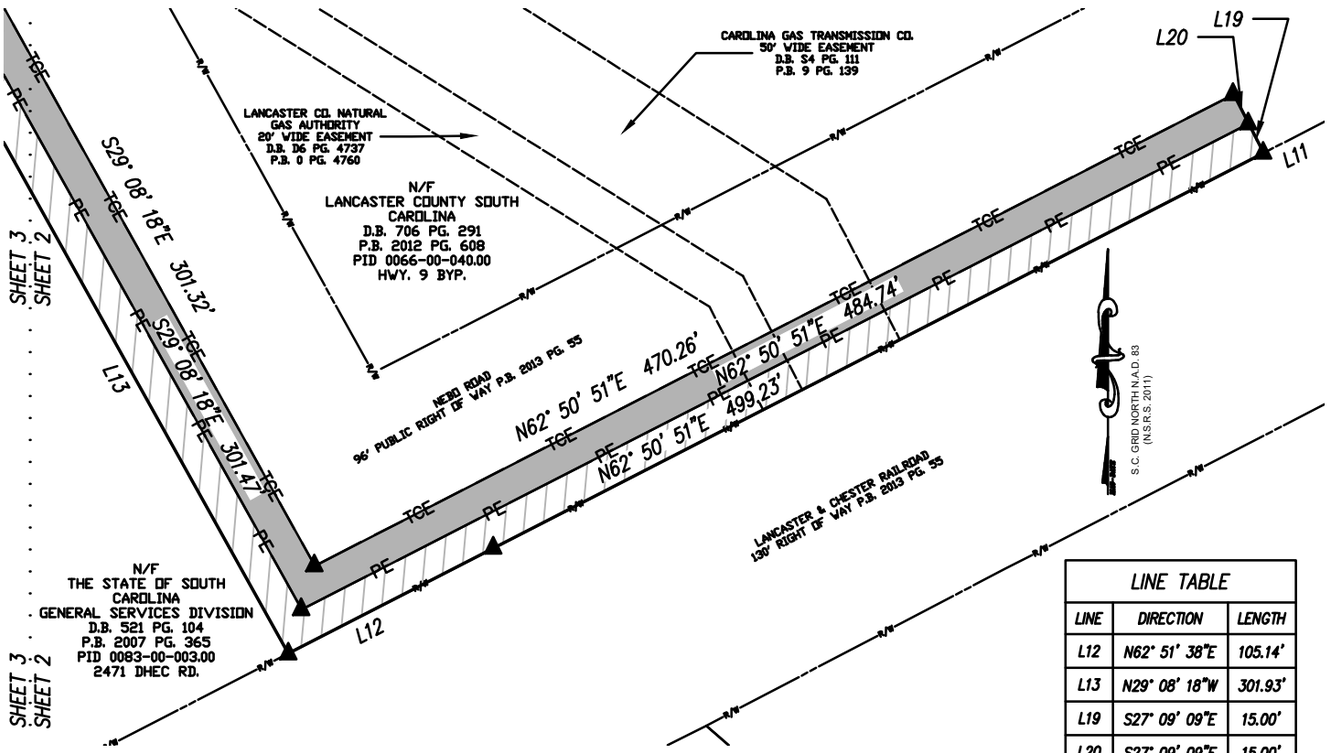
3. AREA COMPUTED BY COORDINATE GEOMETRY.

4. THIS MAP WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY AND MAY BE SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS, AND OTHER MATTERS EITHER RECORDED OR IMPLIED.

5. THE COORDINATE SYSTEM FOR THIS PROJECT IS BASED ON S.C. N.A.D. 83 (N.S.R.S. 2011). THE INITIAL POSITIONS WERE DETERMINED WITH A REAL TIME KINEMATIC GPS UNIT USING THE SOUTH CAROLINA GEODETIC SURVEY REAL TIME NETWORK, AND WERE TIED TO THE FOLLOWING N.G.S. MONUMENT: "EA 20". N:1039448.30', E:2049692.14'

6. THE INITIAL STATE PLANE POSITIONS FOR THIS PROJECT WERE SCALED FROM GRID TO HORIZONTAL GROUND USING THE RECIPROCAL OF A COMBINED GRID FACTOR OF 0.99993520 AT THE LOCATION OF N:1049786.77', E: 2047013.07'.

7. TOTAL AREA OF- 2,056,019 SQUARE FEET, 47.120 ACRES
   - 7.1. TEMPORARY CONSTRUCTION EASEMENT AREA OF- 17,316 SQUARE FEET, 0.398 ACRES
   - 7.2. PERMANENT UTILITY EASEMENT AREA OF- 20,188 SQUARE FEET, 0.463 ACRES
   - 7.3. TOTAL AREA REMAINING OF- 2,056,019 SQUARE FEET, 47.120 ACRES



LINE TABLE		
LINE	DIRECTION	LENGTH
L12	N62° 51' 38"E	105.14'
L13	N29° 08' 18"W	301.93'
L19	S27° 09' 09"E	15.00'
L20	S27° 09' 09"E	15.00'

LEGEND

- COMPUTED POINT
- MATCHLINE
- PROPERTY LINE
- NOT SURVEYED
- EXISTING EASEMENT LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- PERMANENT UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- PE — PERMANENT UTILITY EASEMENT
- TCE — TEMPORARY CONSTRUCTION EASEMENT

THE PURPOSE OF THIS PLAT IS TO RECORD THE PERMANENT EASEMENT.

ABBREVIATIONS

N.G.S. NATIONAL GEODETIC SURVEY
N/F NOW OR FORMERLY
P.B. PLAT BOOK
D.B. DEED BOOK
PG. PAGE
NAD NORTH AMERICAN DATUM
CGF COMBINED GRID FACTOR

I, J. TIMOTHY THOMAS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 706, PAGE 291).

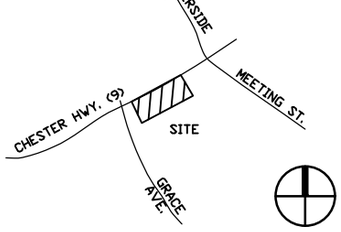
DocuSigned by: 7/30/2021

J. TIMOTHY THOMAS, SC PLS 28148

SOUTH CAROLINA PROFESSIONAL SEAL 28148 LAND SURVEYOR JAMES TIMOTHY THOMAS

STEWART
101 N TRYON ST, STE 1400
CHARLOTTE, NC 28202
T 704.334.7925
FIRM LICENSE #: C-1051(NC) CO-1882 (SC)
www.stewartinc.com
PROJECT #: G21002

Vicinity Map: NOT TO SCALE



NEARBY ADDRESS: 2471 DHEC RD.

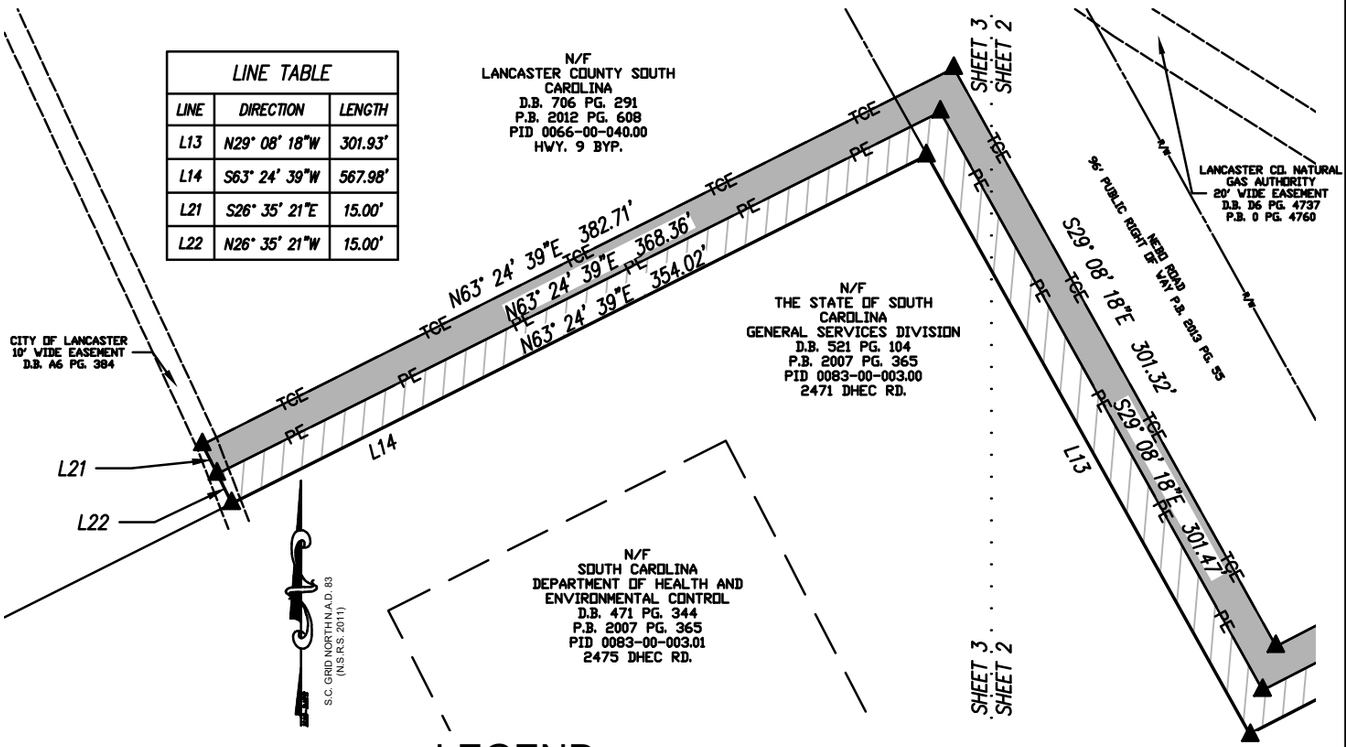
LANCASTER AIR RAIL PARK
WATER & SEWER EASEMENT

LANCASTER COUNTY
CANE CREEK TOWNSHIP, LANCASTER COUNTY, LANCASTER, SC

Project No:	G21002	Ref No:	--
Scale:	1" = 80'	Date:	07-30-2021
Drawn By:	WJT	Drawing No:	2 OF 4
Checked By:	NJB		

GENERAL NOTES

1. BEARINGS AND DISTANCES SHOWN ARE BASED ON RECORDED INFORMATION: DEED BOOK 706, PAGE 291 AND PLAT BOOK 2012, PAGE 608.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FOOT.
3. AREA COMPUTED BY COORDINATE GEOMETRY.
4. THIS MAP WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY AND MAY BE SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS, AND OTHER MATTERS EITHER RECORDED OR IMPLIED.
5. THE COORDINATE SYSTEM FOR THIS PROJECT IS BASED ON S.C. N.A.D. 83 (N.S.R.S. 2011). THE INITIAL POSITIONS WERE DETERMINED WITH A REAL TIME KINEMATIC GPS UNIT USING THE SOUTH CAROLINA GEODETIC SURVEY REAL TIME NETWORK, AND WERE TIED TO THE FOLLOWING N.G.S. MONUMENT: "EA 20". N:1039448.30', E:2049692.14'
6. THE INITIAL STATE PLANE POSITIONS FOR THIS PROJECT WERE SCALED FROM GRID TO HORIZONTAL GROUND USING THE RECIPROCAL OF A COMBINED GRID FACTOR OF 0.99993520 AT THE LOCATION OF N:1049786.77', E: 2047013.07'.
7. TOTAL AREA OF- 2,056,019 SQUARE FEET, 47.120 ACRES
   - 7.1. TEMPORARY CONSTRUCTION EASEMENT AREA OF- 17,316 SQUARE FEET, 0.398 ACRES
   - 7.2. PERMANENT UTILITY EASEMENT AREA OF- 20,188 SQUARE FEET, 0.463 ACRES
   - 7.3. TOTAL AREA REMAINING OF- 2,056,019 SQUARE FEET, 47.120 ACRES



LEGEND

- COMPUTED POINT
- MATCHLINE
- PROPERTY LINE NOT SURVEYED
- EXISTING EASEMENT LINE
- PROPERTY LINE
- RIGHT OF WAY LINE (R/W)
- PERMANENT UTILITY EASEMENT (PE)
- TEMPORARY CONSTRUCTION EASEMENT (TCE)

THE PURPOSE OF THIS PLAT IS TO RECORD THE PERMANENT EASEMENT.

ABBREVIATIONS

N.G.S. NATIONAL GEODETIC SURVEY
N/F NOW OR FORMERLY
P.B. PLAT BOOK
D.B. DEED BOOK
PG. PAGE
NAD NORTH AMERICAN DATUM
CGF COMBINED GRID FACTOR

I, J. TIMOTHY THOMAS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 706, PAGE 291).

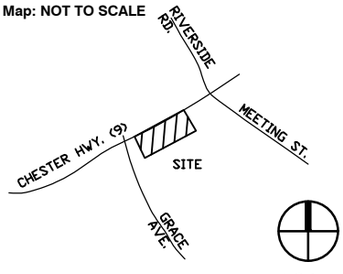
DocuSigned by: 7/30/2021

J. TIMOTHY THOMAS, SC PLS 28148

SOUTH CAROLINA PROFESSIONAL SEAL 28148 LAND SURVEYOR JAMES TIMOTHY THOMAS

STEWART
101 N TRYON ST, STE 1400
CHARLOTTE, NC 28202
T 704.334.7925
FIRM LICENSE #: C-1051(NC) CO-1882 (SC)
www.stewartinc.com
PROJECT #: G21002

Vicinity Map: NOT TO SCALE



NEARBY ADDRESS: 2471 DHEC RD.

LANCASTER AIR RAIL PARK
WATER & SEWER EASEMENT

LANCASTER COUNTY
CANE CREEK TOWNSHIP, LANCASTER COUNTY, LANCASTER, SC

Project No:	G21002	Ref No:	--
Scale:	1" = 80'	Date:	07-30-2021
Drawn By:	WJT	Drawing No:	3 OF 4
Checked By:	NJB		

GENERAL NOTES

1. BEARINGS AND DISTANCES SHOWN ARE BASED ON RECORDED INFORMATION: DEED BOOK 706, PAGE 291 AND PLAT BOOK 2012, PAGE 608.

2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FOOT.

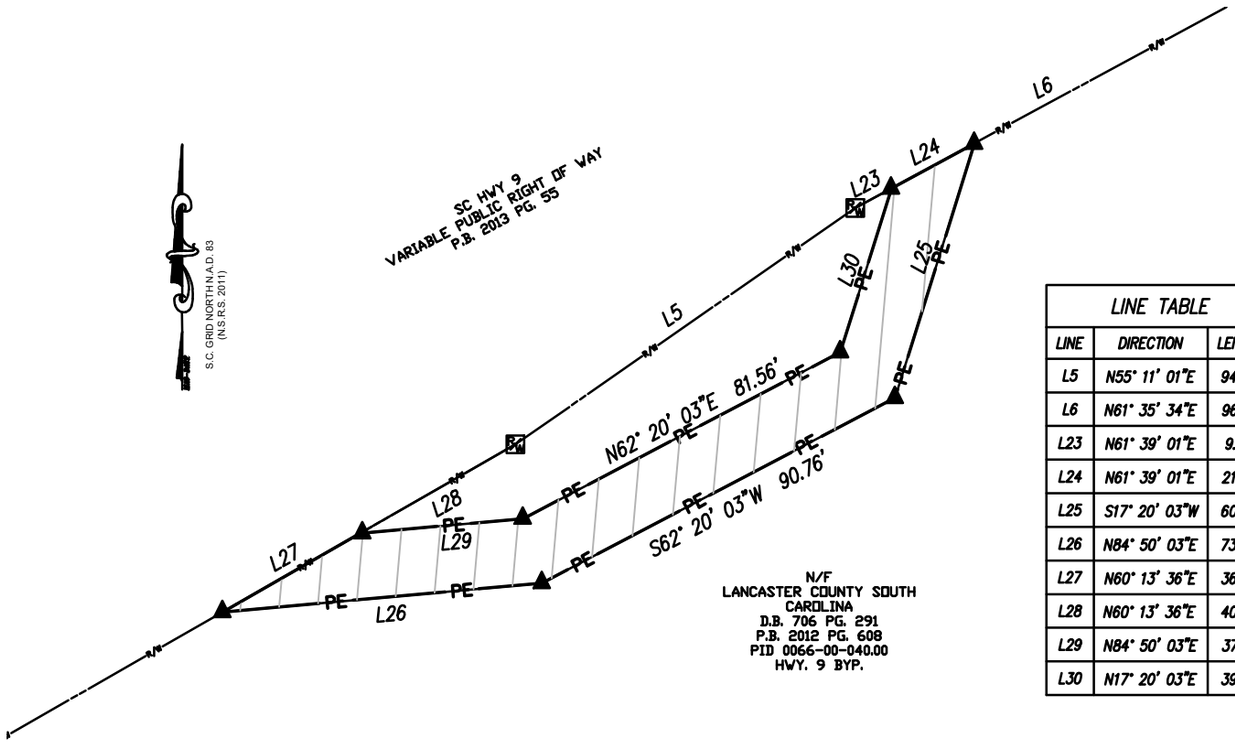
3. AREA COMPUTED BY COORDINATE GEOMETRY.

4. THIS MAP WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY AND MAY BE SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS, AND OTHER MATTERS EITHER RECORDED OR IMPLIED.

5. THE COORDINATE SYSTEM FOR THIS PROJECT IS BASED ON S.C. N.A.D. 83 (N.S.R.S. 2011). THE INITIAL POSITIONS WERE DETERMINED WITH A REAL TIME KINEMATIC GPS UNIT USING THE SOUTH CAROLINA GEODETIC SURVEY REAL TIME NETWORK, AND WERE TIED TO THE FOLLOWING N.G.S. MONUMENT: "EA 20". N:1039448.30', E:2049692.14'

6. THE INITIAL STATE PLANE POSITIONS FOR THIS PROJECT WERE SCALED FROM GRID TO HORIZONTAL GROUND USING THE RECIPROCAL OF A COMBINED GRID FACTOR OF 0.99993520 AT THE LOCATION OF N:1049786.77', E: 2047013.07'.

7. TOTAL AREA OF- 2,056,019 SQUARE FEET, 47.120 ACRES
   - 7.1. TEMPORARY CONSTRUCTION EASEMENT AREA OF- 17,316 SQUARE FEET, 0.398 ACRES
   - 7.2. PERMANENT UTILITY EASEMENT AREA OF- 20,188 SQUARE FEET, 0.463 ACRES
   - 7.3. TOTAL AREA REMAINING OF- 2,056,019 SQUARE FEET, 47.120 ACRES



LINE TABLE		
LINE	DIRECTION	LENGTH
L5	N55° 11' 01"E	94.22'
L6	N61° 35' 34"E	96.31'
L23	N61° 39' 01"E	9.39'
L24	N61° 39' 01"E	21.47'
L25	S17° 20' 03"W	60.63'
L26	N84° 50' 03"E	73.04'
L27	N60° 13' 36"E	36.02'
L28	N60° 13' 36"E	40.80'
L29	N84° 50' 03"E	37.31'
L30	N17° 20' 03"E	39.06'

LEGEND

- RIGHT OF WAY MONUMENT
- COMPUTED POINT
- RIGHT OF WAY LINE
- PERMANENT UTILITY EASEMENT
- PERMANENT UTILITY EASEMENT

THE PURPOSE OF THIS PLAT IS TO RECORD THE PERMANENT EASEMENT.

ABBREVIATIONS

N.G.S. NATIONAL GEODETIC SURVEY
N/F NOW OR FORMERLY
P.B. PLAT BOOK
D.B. DEED BOOK
PG. PAGE
NAD NORTH AMERICAN DATUM
CGF COMBINED GRID FACTOR

I, J. TIMOTHY THOMAS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 706, PAGE 291).

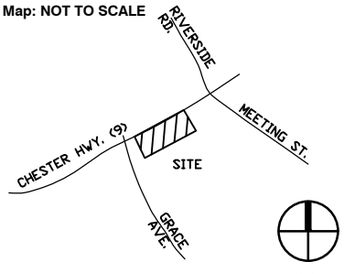
DocuSigned by:
7/30/2021

J. TIMOTHY THOMAS, SC PLS 28148

SOUTH CAROLINA PROFESSIONAL SEAL 28148 LAND SURVEYOR JAMES TIMOTHY THOMAS

STEWART
101 N TRYON ST, STE 1400
CHARLOTTE, NC 28202
T 704.334.7925
FIRM LICENSE #: C-1051(NC) CO-1882 (SC)
www.stewartinc.com
PROJECT #: G21002

Vicinity Map: NOT TO SCALE



NEARBY ADDRESS: 2471 DHEC RD.

LANCASTER AIR RAIL PARK
WATER & SEWER EASEMENT

LANCASTER COUNTY
CANE CREEK TOWNSHIP, LANCASTER COUNTY, LANCASTER, SC

Project No:	G21002	Ref No:	--
Scale:	1" = 40'	Date:	07-30-2021
Drawn By:	WJT	Drawing No:	4 OF 4
Checked By:	NJB		


= Fire Hydrant
Existing Pump Station
Existing Gravity Sewer
Existing 20" WL
Existing 12" WL
Existing 8" WL
Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Gas Transmission Mains
Existing 12" WL
Chester Hwy
Division III
Proposed 12"
Proposed 8" WL
Existing 8" WL
Division I
L&C Railroad
Bowers Fibers
3I Products
Mt Nebo Baptist Church
Existing 6" WL
Grace Ave
ProPlugger
Grace Finishing Plant, Power Plant
Existing 6" WL
Division II
Google

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, December 13, 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. 2021-1788, an ordinance titled **"AN ORDINANCE TO APPROVE AN EASEMENT GRANT TO THE CITY OF LANCASTER UPON REAL PROPERTY OWNED BY LANCASTER COUNTY BEARING TAX PARCEL NUMBER 0066-00-040.00 AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO EFFECTUATE THE GRANT OF THE EASEMENT AND TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE."** 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.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on November 24th 2021.

SWORN to before me this 24th day of November, 2021

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley Johnson
Ashley L Johnson
NOTARY PUBLIC
SOUTH CAROLINA

Newspaper Rep Signature

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1781 / Planning Case Number: RZ-2021-2015
Contact Person / Sponsor: Ashley Davis / Planning
Department: Planning
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Application by Edgar Granados to rezone a 1.5-acre lot located at 9923 Southwinds Drive, Indian Land (TM# 0006N-0B-035.00) from Medium Density Residential (MDR) to Mobile Home (MH) district, in order to locate a mobile home on the site.

Points to Consider:
The property is currently vacant. There was previously a manufactured home on the property in late 2015. Section 9.3.2.C.1.e of the UDO specifies that grandfathered nonconforming uses are discontinued when "the property, structure or use has been vacant or inactive for a continuous period of more than 180 days." Therefore, in order for a manufactured home to be placed on this property a rezoning is necessary.

The intent of these nonconformance provisions is that over the course of time the development in the area will shift through redevelopment to be in conformance with current regulation.

The subject property is predominately surrounded by the MDR District. Currently, this area can be characterized as predominately nonconforming manufactured homes. The area shown in red in Figure 1 (see staff report) depicts lots in this area with nonconforming manufactured homes. The lots shown in green are vacant, and the lots shown in blue are either stick-built or modular structures. Of the 46 manufactured homes along Southwinds Drive and Westwind Lane approximately 28 are leased while 18 are owner occupied.

Prior to the county-wide rezoning in 2016, this area was zoned R-15S which allowed mobile homes subject to conditions established in the ordinance. There were also a number of parcels in the area zoned MHP (Mobile Home Park). In Figure 2 (See Staff Report), the area shown in orange was zoned R-15S and the area shown in dark red was zoned MHP.
The 2016 adopted Zoning Map appears to reflect a distinct policy decision to restrict/minimize construction of new manufactured homes in the Panhandle area of the county.
In Figure 3 (See Staff Report), the dark red area depicts the only MH districts currently in the vicinity of the proposed rezoning. Only nine (9) parcels north of Hwy 75 (Waxhaw Hwy) in Lancaster County are zoned MH.

Funding and Liability Factors:
N/A

Council Options:
To Approve or Deny the request to rezone.

Recommendation:
Planning Commission recommended **approval** of this rezoning by a vote of 4-2.
Discussion by the PC focused on the history of manufactured homes in this area and the lack of affordable housing in the Panhandle. The presence of nearby existing mobile homes was also mentioned. There was consensus that this rezoning (if approved) should be a catalyst for re-examining the policy of limiting mobile homes in the Panhandle with the future UDO update project or other policy instruments.
Staff recommended denial of the proposed rezoning as it is in conflict with the County's policy of limiting new mobile homes in the Panhandle. The proposed rezoning, if approved, also introduces a potential spot zoning concern. Please refer to the enclosed staff report for a more complete outline of staff's analysis and rationale.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1781	12/3/2021	Ordinance
Planning Staff Report	10/12/2021	Planning Staff Report
Exhibit 1: Application	10/12/2021	Exhibit
Exhibit 2: Zoning Map	10/6/2021	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1781

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE 1.5 ACRES OF PROPERTY (TMS# 0006N-0B-035.00), LOCATED AT 9923 SOUTHWINDS DRIVE, FORT MILL, SOUTH CAROLINA, FROM MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT, TO MH, MANUFACTURED HOME DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Edgar Granados applied to rezone a parcel of property totaling 1.5 acres, more or less, located at 9923 Southwinds Drive, Fort Mill, South Carolina, from MDR, Medium Density Residential District, to MH, Manufactured Home District.

(b) On October 19, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 4-2, recommended approval of the rezoning request.

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

The requested MH District is consistent with the Comprehensive Plan and the character of the surrounding properties.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from MDR, Medium Density Residential District, to MH, Manufactured Home District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. (0006N-0B-035.00)

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 _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Public Hearing:	November 8, 2021
First Reading:	November 22, 2021
Second Reading:	December 13, 2021
Third Reading:	January 10, 2022

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL: Request to rezone approximately 1.5 acres of property (TM# 0006N-0B-035.00).

PROPERTY LOCATION: 9923 Southwinds Dr.

(TM# 0006N-0B-035.00).

CURRENT ZONING DISTRICT: Medium Density Residential (MDR) District

PROPOSED ZONING DISTRICT: Manufactured Home (MH) District

APPLICANT: Edgar Granados

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has submitted a request to rezone their property located at 9923 Southwinds Drive. The request is being made to allow a mobile home to be located onto the property.

Site Information

The property is currently vacant. There was previously a manufactured home on the property, aerials show that the home was removed in late 2015. Section 9.3.2.C.1.e of the UDO specifies that grandfathered nonconforming uses are discontinued when "the property, structure or use has been vacant or inactive for a continuous period of more than 180 days." Therefore, in order for a manufactured home to be placed on this property a rezoning is necessary.

A nonconforming use is a use of property that was allowed under the zoning regulations at the time the use was established but which, because of subsequent changes in those regulations, is no longer a permitted use. Generally, local restrictions prohibit expansion of nonconforming uses and structures. Nonconforming uses usually lose their legal status under local regulations if they are discontinued for a particular period of time, in our case, six months. The intent of these nonconformance provisions is that over the course of time the development in the area will shift through redevelopment to be in conformance with current regulation.

Summary of Adjacent Zoning and Uses

The property is surrounded predominantly by MDR zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Nonconforming Manufactured Home
South	Lancaster County	MDR	Nonconforming Manufactured Home
East	Lancaster County	MDR	Vacant
West	Lancaster County	MDR	Nonconforming Manufactured Home

ANALYSIS & FINDINGS:

Zoning Districts

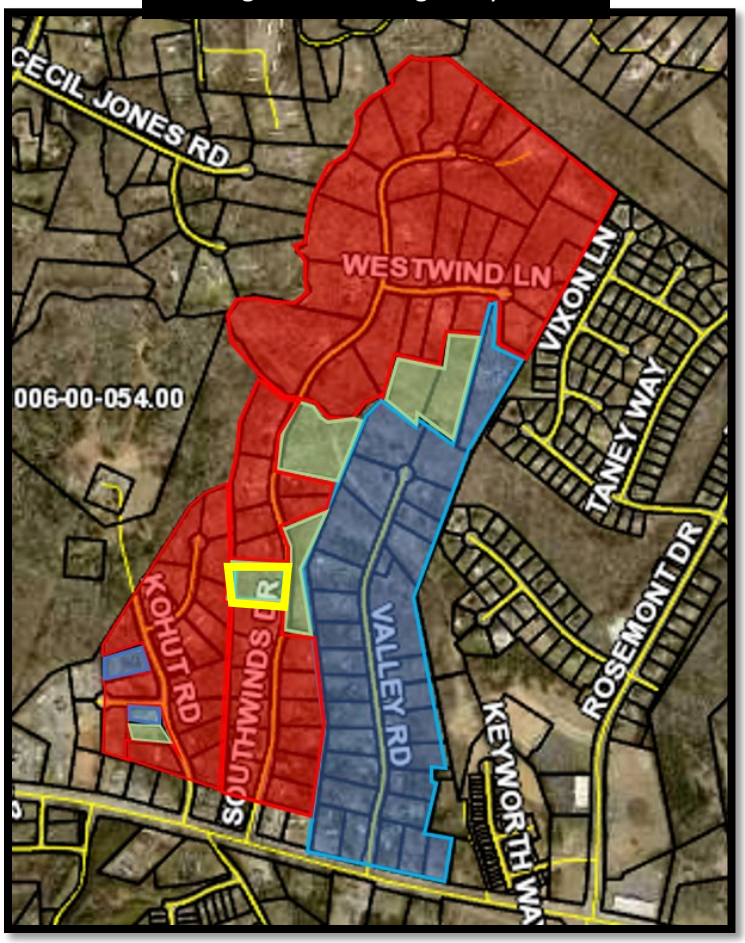
As previously noted, the subject property is currently zoned MDR District. Pursuant to UDO Chapter 2.3, the MDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban development.*

The requested MH District *accommodates manufactured homes in a variety of settings, including manufactured home parks, manufactured home subdivisions, and a single-lot mobile home district.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the MDR District. Currently, this area can be characterized as predominately nonconforming manufactured homes. The area shown in red in Figure 1 (below) depicts lots in this area with nonconforming manufactured homes. The lots shown in green are vacant, and the lots shown in blue are either stick-built or modular structures. Of the 46 manufactured homes along Southwinds Drive and Westwind Lane approximately 28 are leased while 18 are owner occupied.

Figure 1: Housing Analysis



Prior to the county-wide rezoning in 2016, this area was zoned R-15S which allowed mobile homes subject to conditions established in the ordinance. There were also a number of parcels in the area zoned MHP (Mobile Home Park). In Figure 2 (below), the area shown in orange was zoned R-15S and the area shown in dark red was zoned MHP.

The 2016 adopted Zoning Map appears to reflect a distinct policy decision to restrict/minimize construction of new manufactured homes in the Panhandle area of the county.

In Figure 3 (below), the dark red area depicts the only MH districts currently in the vicinity of the proposed rezoning. Only nine (9) parcels north of Hwy 75 (Waxhaw Hwy) in Lancaster County are zoned MH.

Figure 2: Zoning Map Prior to 2016

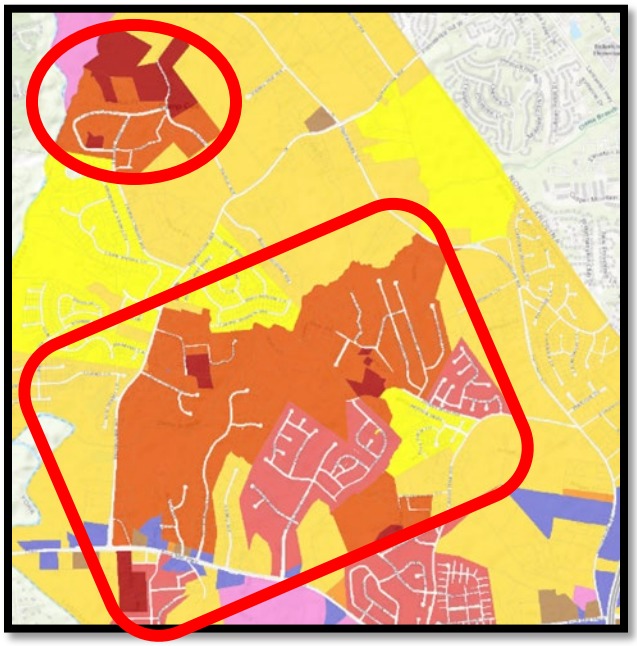
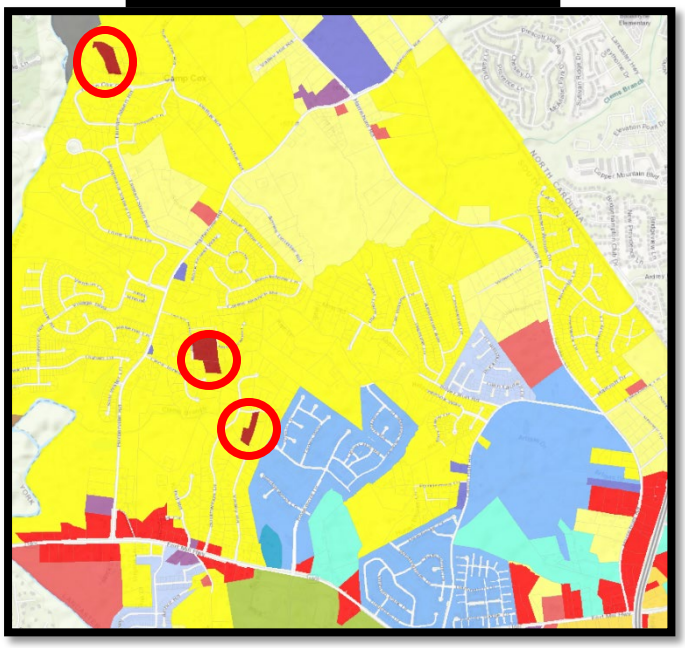


Figure 3: Current Zoning Map



The requested MH Zoning District is inconsistent with the above noted 2016 Panhandle mobile home policy. The proposal also introduces a potential spot zoning concern when compared with the zoning of the other 49 lots in the subdivision.

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, terminating at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

The requested MH District may be loosely consistent with the Neighborhood Mixed-Use Future Land Use Category as manufactured housing is not specifically addressed as a proposed use in the Walkable Neighborhood Land Use considerations, however, Single-Family Detached homes are listed as an acceptable land use.

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

INFRASTRUCTURE CONSIDERATIONS

Transportation

There are no issues with traffic generated from this request at this time.

Public Utilities

No additional utilities are required for this request at this time.

Public Schools

This request will not result in additional students.

PHOTOS OF PROJECT AREA:



*Looking **directly at** the subject property.*



*Looking **directly across** from the subject property.*



*Looking **south** along Southwinds Dr.*



*Looking **north** along Southwinds Dr.*

STAFF RECOMMENDATION:

Staff recommends **Denial*** of the request to rezone, pursuant to the following findings of fact for RZ-2021-2015:

1. That the subject project consists of TM# 0006N-0B-035.00;
2. That the subject property is currently zoned MDR and is proposed to be rezoned MH;
3. That the subject property has a Future Land Use designation of Neighborhood Mixed-Use; and
4. That the proposed MH District is inconsistent with the surrounding zoning which is comprised of the MDR District.

* If County staff is incorrect in that there was no distinct policy decision made in 2016 to limit new mobile homes in the Panhandle area of the County or if the County Council wished to change this policy, staff would recommend approval of this request in light of the number of existing mobile homes within the subdivision. This support would be conditional based on having the entire Southwinds neighborhood rezoned MH (or similar district) with the upcoming adoption of the new zoning map that will accompany the UDO rewrite project.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 9923 Southwinds Dr
City Indian Land State SC Zip 29707 Tax Parcel ID 0006N-0B-035.00
Current Zoning MDR Current Use Vacant
Proposed Zoning MH Total Acres 1.5
Project Description owner wants to put mbh on the property

Surrounding Property Description ~~MH~~ MDR Single family homes there are mobile homes in almost all the neighborhood

CONTACT INFORMATION

Applicant Name Edgar Granados
Address 818 Westwind Ln
City Indian Land State SC Zip 29707 Phone 7049134702
Fax _____ Email rye.1217@hotmail.com
Property Owner Name same as above
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.

Edgar Granados — 8/20/21

Applicant — Date

Edgar Granados — 8/20/21

Property Owner(s) — Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

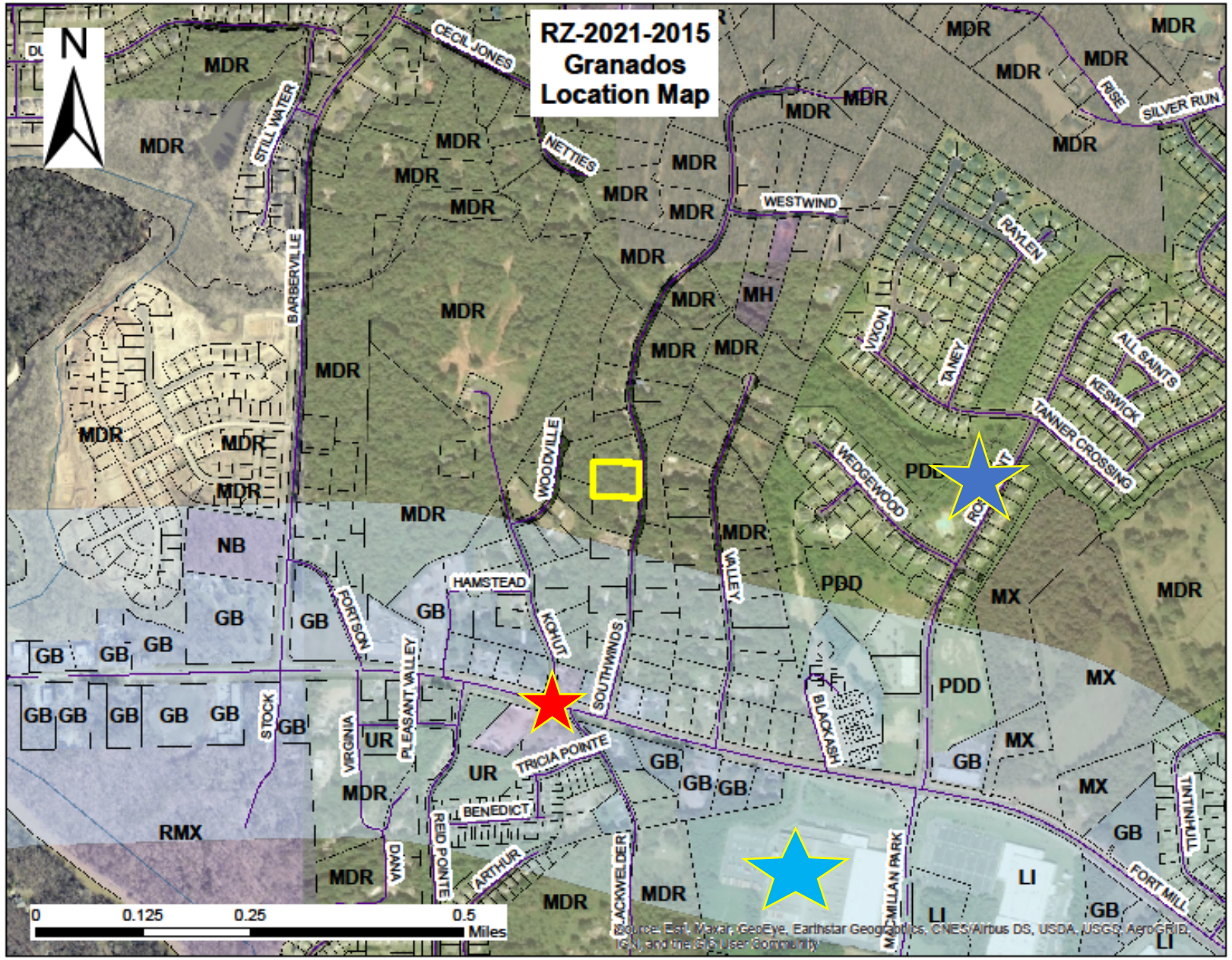
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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

2. **Planning Commission**

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

3. **County Council**

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



Lancaster County
South Carolina

Proposal:
Request to rezone from MDR to MH

Legend:

Subject Property

Rosemont Neighborhood

Kohut Road and Fort Mill Hwy

Unique Loom

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1768 / Planning Case Number: RZ-2021-2327
Contact Person / Sponsor: Robert Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Application by William and Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM# 0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.

Points to Consider:
The subject parcel is located on the west side of Monroe Highway, approximately 550 feet north of Quality Drive. The subject parcel is predominantly unimproved; however it does include two abutting metal buildings consisting of approximately 1,000 square feet. The two buildings, as well as the majority of the parcel, have most recently been used in conjunction with a vehicle sales use known as Big Dipper Imports.
The west side of Monroe Highway is predominantly zoned LDR District (one parcel 400 feet south is zoned Neighborhood Business District). The east side, however, is zoned LDR, GB, and Heavy Industrial with the City of Lancaster further to the south. Prior to the adoption of the current UDO in 2016, the subject parcel was zoned B-2 (Community Business District), and the surrounding LDR zoned properties were zoned R30 (Low Density Residential/Agricultural District). As such, the applicant is seeking to reestablish what they previously had prior to 2016 and never discontinued with from a use standpoint.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed rezoning.

Recommendation:
Planning Commission unanimously recommended **approval** at its November 16, 2021 meeting. There was no substantive discussion amongst the Commission, and no one from the public spoke in favor or in opposition to the rezoning.

Staff also recommended approval of the rezoning.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1768	11/29/2021	Ordinance
Staff Report	11/9/2021	Planning Staff Report
Ex 1: Application	11/9/2021	Exhibit
Ex 2: Location / Zoning Map	11/9/2021	Exhibit
Ex 3: Comparison of NB and GB Districts	11/9/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1768 (Planning Department Case Number: RZ-2021-2327)	12/3/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1768

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 2.07 ACRE PARCEL OF PROPERTY (TMS# 0061P-0D-003.00), LOCATED AT 327 MONROE HIGHWAY, LANCASTER, SOUTH CAROLINA, FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT, TO GB, GENERAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) William and Blanca Cox applied to rezone a 2.07 acre, more or less, parcel of property located at 327 Monroe Highway, Lancaster, South Carolina (TMS # 0061P-0D-003.00) from LDR, Low Density Residential District, to GB, General Business District.

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

(c) Pursuant to the Comprehensive Plan, the Future Land Use Category of the subject properties is Urban, which corresponds to the following Community Type:

> *The Community Type "Walkable Neighborhood" 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 General Business District is consistent with the Comprehensive Plan and existing property uses in the general vicinity.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District, to GB, General Business District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0061P-0D-003.00

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 _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	December 13, 2021
Public Hearing:	December 13, 2021
Second Reading:	January 10, 2022
Third Reading:	January 24, 2022

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL: Request to rezone approximately 2.07 acres of property

PROPERTY LOCATION: 327 Monroe Highway (TM# 0061P-0D-003.00)

CURRENT ZONING: Low Density Residential (LDR) District

PROPOSED ZONING: General Business (GB) District

APPLICANT: William and Blanca Cox

COUNCIL DISTRICT: District 2, Charlene McGriff

OVERVIEW:

Proposal
The applicant has requested to rezone the 2.07-acre parcel on the west side of Monroe Highway from Low Density Residential (LDR) District to General Business (GB) District.

Site Information
The subject parcel is located on the west side of Monroe Highway, approximately 550 feet north of Quality Drive. The subject parcel is predominantly unimproved; however it does include two abutting metal buildings consisting of approximately 1,000 square feet. The two buildings, as well as the majority of the parcel, have most recently been used in conjunction with a vehicle sales use known as Big Dipper Imports.

Non-Conformance Status
The use of the subject parcels is currently non-residential (vehicle sales), which is non-conforming for the current district. If the rezoning to GB were to be approved, then these existing structures and their associated use would become conforming.

Summary of Adjacent Zoning and Uses
The west side of Monroe Highway is predominantly zoned LDR District (one parcel 400 feet south is zoned Neighborhood Business District). The east side, however, is zoned LDR, GB, and Heavy Industrial with the City of Lancaster further to the south.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR	Single-Family Residential
South	Lancaster County	LDR	Single-Family Residential
East	Lancaster County	GB	Blackmon Auction Company; Vacant
West	Lancaster County	LDR	Single-Family Residential

ANALYSIS & FINDINGS:

Zoning Districts
Pursuant to Unified Development Ordinance (UDO) Section 2.3, the current 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*

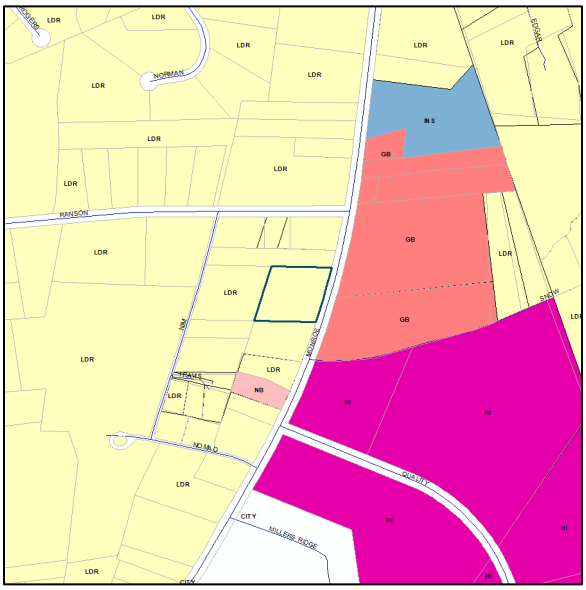
intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district."

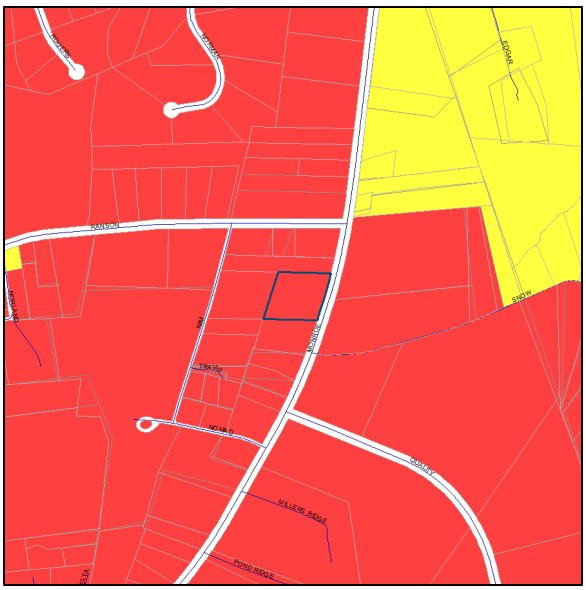
UDO Section 2.3 describes that the requested GB District as "generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development."

Compatibility with Surrounding Area

The subject parcel is surrounded by other parcels currently zoned either LDR or GB District. The requested GB District is intended to reestablish commercial zoning on the parcel where it previously existed, and would be consistent with the established use of the parcel.

Prior to the adoption of the current UDO in 2016, the subject parcel was zoned B-2 (Community Business District), and the surrounding LDR zoned properties were zoned R30 (Low Density Residential/Agricultural District). As such, the applicant is seeking to reestablish what they previously had prior to 2016 and never discontinued with from a use standpoint.





While the rezoning of the subject property to GB District would be consistent with the established zoning on the opposite side of Monroe Highway (previously B-3, General Commercial District), a rezoning to Neighborhood Business (NB) District would be more consistent with the prior B-2 zoning of the subject parcel while still allowing for a commercial use on the parcel. There are several uses that may be permissible within the GB District that are not permissible within the NB District, such as: alcoholic beverage sales store, bar/tavern/brew pub, day treatment center, halfway homes, hotel/motel, mini-storage, outdoor storage yard, and pawnshops. One item of note to consider, however, is that the most recent use of the subject parcel, vehicle rental/leasing/sales, is a permissible use within the GB District, but is not allowable within the NB District.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

Pursuant to the adopted Comprehensive Plan, the Future Land Use Category of the subject parcel is Urban, which corresponds to the Walkable Neighborhood with Additional Intensity Community Type, which the Comprehensive Plan describes as follows:

The Community Type "Walkable Neighborhood" 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 Community Type which are depicted in the table below.

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

INFRASTRUCTURE CONSIDERATIONS

Transportation

Pursuant to UDO Section 6.8, uses which will generate more than 50 peak hour cumulative trips per day at full occupancy shall be required to provide a Traffic Impact Analysis (TIA). The applicant has not indicated any specific use for the property. Should a future use-specific site plan submittal for this parcel create more than 50 peak hour trips to or from this location, then a TIA would be require to be provided as part of that future site plan submittal.

Public Utilities

The Lancaster County Water and Sewer District (LSWSD) has reviewed the proposed rezoning, and had no comments or concerns as to the ability to provide adequate water and sewer to the property.

Public Schools

This request will not result in additional students.

PHOTOS OF PROJECT AREA:



Aerial photo of subject parcel and adjacent parcels



Looking south along Monroe Highway with subject parcel to the right



Looking west across Monroe Highway at subject parcel



Looking northeast from Monroe Highway across from subject parcel

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone approximately 2.07 acres (TM# 0061P-0D-003.00) from Low Density Residential (LDR) District to General Business (GB) District, subject to the following findings of fact:

1. That the subject application involves parcel TM# 0061P-0D-003.00;
2. That the subject parcel is currently zoned LDR District, and is proposed to be rezoned GB District;
3. That the subject parcel has a Future Land Use Category of Urban, and a Community Type of Walkable Neighborhood with Additional Intensity;
4. That prior to 2016 the subject parcel was zoned B-2 (Community Business District); and
5. That GB District zoning exists on the east side of Monroe Highway; and NB District zoning exists approximately 400 feet south of the subject parcel.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Comparison of NB and GB District Uses

STAFF CONTACT:

Robert Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

Lancaster County
South Carolina

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 327 Monroe Hwy, Lancaster, SC
City Lancaste State SC Zip 29720 Tax Parcel ID 0061P-0D-003.00
Current Zoning LDR Current Use Used Car lot
Proposed Zoning Gn. Business Total Acres 2
Project Description General Business

Surrounding Property Description Residential / Business

CONTACT INFORMATION

Applicant Name William + Blanca Cox
Address 124 Brightland Run
City Monroe State NC Zip 28110 Phone 704-506-0626
Fax _____ Email chickeis10@frontier.com
Property Owner Name William + Blanca Cox
Address 124 Brightland Run
City Monroe State NC Zip 28110 Phone 704-~~506~~ 289-5287
Fax _____ Email chickeis10@frontier.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 9/28/21

Property Owner(s) _____ Date 9/28/21

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

- The deadline for this application is at least 30 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.

2. **Planning Commission**

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

3. **County Council**

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

2012012760
DEED
RECORDING FEES $10.00
STATE TAX $98.80
COUNTY TAX $41.80
PRESENTED & RECORDED:
09-27-2012 01:50 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: SHANA HIGGINS RS1
BK:DEED 689
PG:78-80

DEED DRAWN BY
BLACKWELL TRIMNAL REEVES MYERS, LLC

State of SOUTH CAROLINA)
)
County of LANCASTER)

TITLE TO REAL ESTATE

RECORDED THIS 1st DAY
OF OCTOBER, 2012
IN BOOK 2012 PAGE D-1
Cheryl H. Morgan
Auditor, Lancaster County, SC

LANCASTER COUNTY ASSESSOR
Tax Map:
0061P 0D 003 00

Know All Men by These Presents, That in Dennis Edwin Donahue and Kimberly Jo Donahue, the State aforesaid, for and in consideration of the sum of Thirty Eight Thousand and no/100ths ($38,000.00) Dollars to them in hand paid at and before the sealing and delivery of these Presents, by William Q. Cox and Blanca I. Cox, in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained sold and released, and by these Presents does grant, bargain, sell and release unto the said **William Q. Cox and Blanca I. Cox, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple**, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel or lot of land together with any and all improvements thereon, lying, being situate, Lancaster County, South Carolina, and being more particularly described as Lot Nos. Nine (9), Ten (10) and Eleven (11) on plat of survey prepared by T. W. Secrest Surveyor dated February 4, 1939 recorded in the Register of Deeds Office for Lancaster County, South Carolina in Plat Book 1 Page 77. Reference to said plat is craved for a more minute description as to metes and bounds.

Being property conveyed to Dennis Edwin Donahue and Kimberly Jo Donahue by Deed recorded September 26, 2007 in Deed Book 424 Page 193 in the Register of Deeds Office for Lancaster County, South Carolina.

For reference only: TAM# 61P-D-3.00
Grantee's Address: 124 Brightland Run, Monroe, NC 28110

TOGETHER with all and singular, the Rights, Members, Hereditaments, Appurtenances and Improvements to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said William Q. Cox and Blanca I. Cox, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

And Dennis Edwin Donahue and Kimberly Jo Donahue does hereby bind themselves and their Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said William Q. Cox and Blanca I. Cox as hereinabove provided against them and their Heirs, and any person or person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Dennis Edwin Donahue and Kimberly Jo Donahue have caused these presents to be executed in their names this 26 day of September, 2012, and in the Two Hundred Thirty Seventh year of the sovereignty and independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESS #1

WITNESS #2

(SEAL)
Dennis Edwin Donahue

(SEAL)
Kimberly Jo Donahue

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Kern

On September 21, 2012 before me, L. Beck Notary Public
(Here insert name and title of the officer)

personally appeared Dennis Edwin Donahue and Kimberly Jo Donahue

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Beck
Signature of Notary Public

(Notary Seal)

L. BECK
Commission # 1960666
Notary Public - California
Kern County
My Comm. Expires Jun 3, 2016

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Settlement statement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 11 Document Date 9/21/12

(Additional information)

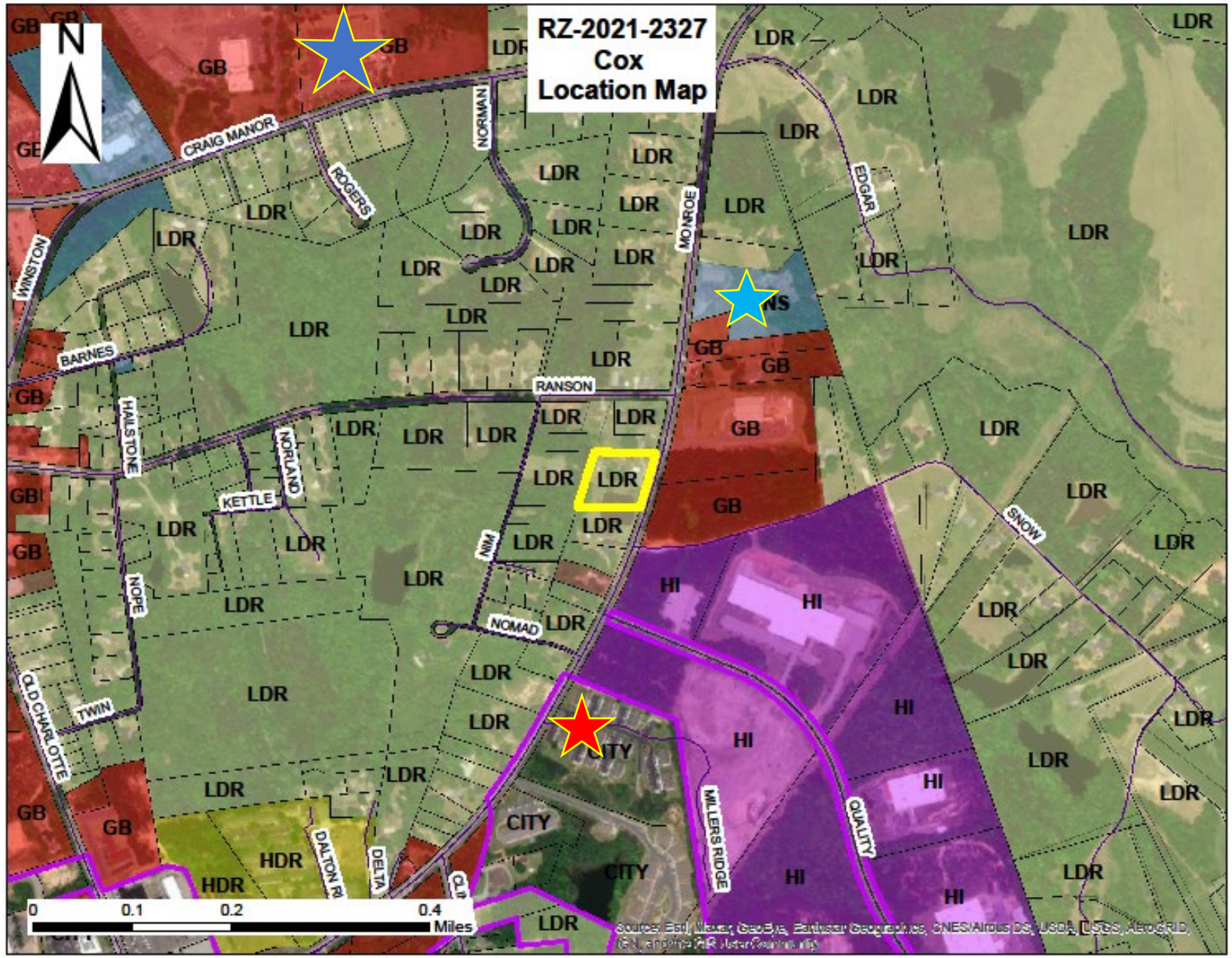
CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document



Lancaster County
South Carolina

Proposal:
Request to rezone from LDR to GB

Legend:

- Subject Property
- City Limits
- White Oak Manor
- Millers Ridge Apartments
- Northside Baptist Church

		NB	GB
RESIDENTIAL	Halfway Homes	-	SE
	Live-Work Units	PR	-
	Residential Care Facilities (6 or more residents)	PR	PR
LODGING	Bed and Breakfast Homes (up to 8 rooms)	PR	-
	Bed and Breakfast Inn (up to 12 rooms)	PR	-
	Hotel/Motel	-	P
OFFICE/SERVICE	ATM	P	P
	Banks, Credit Unions, Financial Services	P	P
	Business Support Services	P	P
	Dry Cleaning and Laundry Services	P	P
	Funeral Homes	P	P
	Kennels, Indoor	PR	PR
	Medical Clinic	PR	PR
	Personal Services	P	P
	Post Office	P	P
	Professional Services	P	P
	Small Equipment Repair/Rental	-	P
	Veterinary Clinic	P	P
COMMERCIAL/ENTERTAINMENT	Alcoholic Beverage Sales Store	-	P
	Amusements, Indoor	-	P
	Bar/Tavern/Brew Pub	-	CU
	Brewery	-	P
	Food Truck	-	PR
	General Commercial	PR-	PR
	Outside Sales	PR	PR
	Outside Sales, Sidewalk Sales	PR	PR
	Pawnshops	-	PR
	Restaurant	CU	PR
	Shooting Range, Indoor	-	PR
	Theater, Indoor Movie or Live Performance	-	P
CIVIC	Cemetery	PR	PR
	Conference/Convention Center	-	P
	Cultural or Community Facility	P	P
	Event Venue/Banquet Hall	PR	PR
	Places of Assembly	PR	PR
	Private Recreation Facilities	PR	PR
	Public Recreation Facilities	PR	PR
	Public Safety Station	P	P

		NB	GB
EDUCATIONAL/INSTITUTIONAL	Child/Adult Day Care Home (5 or fewer persons)	PR	PR
	Child/Adult Day Care Home (6 or more persons)	PR	PR
	Community Support Facility	-	PR
	Day Treatment Center	-	PR
	Operations, Maint., and Fleet Service Facility	-	PR
	Schools – Elementary and Secondary	CU	CU
	Schools – Vocational/Technical	P	P
	Studio – Art, dance, martial arts, music	P	P
AUTOMOTIVE	Drive-Thru/Drive-In Facility	CU	PR
	Electric Vehicle Charging Stations	PR	PR
	Parking Lot/Structure – Principal Use	-	PR
	Vehicle Rental/Leasing/Sales	-	PR
	Vehicle Services – Minor Maintenance/Repair	CU	CU
	Vehicle Services – Major Repair/Body Work	-	CU
INDUSTRY/WHOLESALE/ STORAGE	Artist Studio/Light Manufacturing Workshops	-	P
	Mining - Minor Surface Resource Extraction	-	PR
	Research and Development Facilities	-	P
	Storage – Outdoor Storage Yard	-	PR
	Storage – Self Service (Mini)	-	PR
	Storage – Warehouse Indoor	-	CU
AGRICULTURE	Agricultural Support Services/Nurseries	P	P
	Apiculture (Bee Keeping)	P	-
	Commercial Stables	P	P
	Farmer's Markets and Roadside Stands	PR	PR
	Forestry	-	P
	Gardens (Community and Private)	P	P
INFRASTRUCTURE	Geothermal Energy Systems	PR	PR
	Solar Energy Systems	PR	PR
	Utilities – Class 1	P	P
	Utilities – Class 2	P	P
	Wireless Communication Facility (Concealed)	PR	PR
	Wireless Communication Facility (Up to 60.00')	PR	PR

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).
2. SD-2021-1251: Application by NVR, Inc. / Ryan Homes, Inc / ESP Associates for a Major Subdivision Preliminary Plat for a 410-unit townhome development located between Collins Road and Shelley Mullis Road (TM 0013-00-061.02). The project is approximately 96.75 acres and is zoned Planned Development District (PDD-26).

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 the Planning Commission or to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

ıblished in The Lancaster News,
Carolina, in accordance with

SWORN to before me this 1st day of December, 2021

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).
2. SD-2021-1251: Application by NVR, Inc. / Ryan Homes, Inc / ESP



I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on October 30th 2021.

SWORN to before me this 1st day of December, 2021

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

CAROLINA GATEWAY

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).
2. SD-2021-1251: Application by NVR, Inc. / Ryan Homes, Inc / ESP Associates for a Major Subdivision Preliminary Plat for a 410-unit townhome development located between Collins Road and Shelley Mullis Road (TM 0013-00-061.02). The project is approximately 96.75 acres and is zoned Planned Development District (PDD-26).

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 the Planning Commission or to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

ice published in the Carolina
olina, in accordance with law

SWORN to before me this ___ day of
December, 2021

Ashley L Johnson
Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

CAROLINA GATEWAY

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

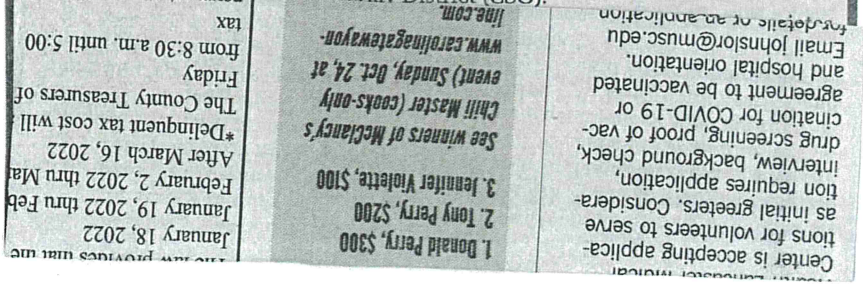
PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential



I hereby certify that on the above notice published in the Carolina Gateway in Lancaster County, South Carolina, in accordance with law on October 27th 2021.

SWORN to before me this 1st day of December, 2021

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1789 / Planning Case Number: RZ-2021-1921
Contact Person / Sponsor: Ashley Davis / Planning
Department: Planning
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
The applicant has requested to rezone two parcels totaling 9.609-acres in size that are located on the west side of Charlotte Highway (identified with a single TM # of 0016-00-047.00), adjacent to Southern Paws Animal Hospital. The subject parcels are zoned Low Density Residential (LDR) and Neighborhood Business (NB) Districts. The applicant proposes rezoning the parcels to the Regional Business (RB) District. A (non-binding) concept plan has been provided by the applicant reflecting the potential future development of the property as a self-storage center (see Exhibit 3). This parcel is within the area encompassed by the recently adopted Southern Panhandle Small Area Plan and the Highway Corridor Overlay.

Points to Consider:
The Southern Panhandle Small Area Plan identifies this parcel as being appropriate for commercial uses. In light of the character and scale of the subject property and the surrounding area, the General Business District (versus the requested Regional Business) may be a more appropriate zoning district.

The Southern Panhandle Small Area Plan recommended a preference towards larger acreage rezonings to help support the extension of sewer service to the area, enable easier vehicular cross access, and to have Development Agreements and associated master plans accompany rezoning applications. The applicant does not intend to extend sewer to the subject property due to the limited demands from the proposed storage use. The applicant has identified on the submitted sketch plan the intent to provide cross-access to the abutting southern parcel, however, the location identified may have topography challenges.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the proposed rezoning.

Recommendation:
Planning Commission recommended **denial** by a vote of 4 -1 at their November 16, 2021 meeting.
Commissioners discussed the appropriateness of the RB District on this parcel in light of its intense nature. The need for cross-access was also discussed. Discussion amongst the Commissioners was suggestive that a rezoning request to the General Business District may be more appropriate. The applicant indicated a willingness to consider the General Business District since it also permits self-storage uses.

The owner of Southern Paws Animal Hospital, which abuts the subject property to the north provided comments objecting to the rezoning. Concerns raised included use compatibility, increased traffic generated by the RB district, and similar concerns. The owner also indicated cross-access into the Southern Paws site would not be granted.
Staff also recommended denial of the rezoning.

Staff is in general agreement with the Planning Commission that the General Business District would be more appropriate for these parcels. Feedback from the Council would be very helpful regarding whether smaller rezonings in this area should be strongly discouraged to help ensure future sewer extension, cross access, and master planning.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1789	11/29/2021	Ordinance
Planning Staff Report	11/9/2021	Planning Staff Report
Exhibit 1: Application	11/9/2021	Exhibit
Exhibit 2: Zoning Map	11/3/2021	Exhibit
Exhibit 3: Concept Plan	11/3/2021	Exhibit
Exhibit 4: Justification	11/9/2021	Exhibit
Exhibit 5: Use Table	11/9/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1789 (Planning Department Case Number: RZ-2021-1921)	12/3/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(**ORDINANCE NO. 2021-1789**
COUNTY OF LANCASTER (

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE 9.6 ACRES OF PROPERTY (TMS# 0016-00-047.00), LOCATED ON CHARLOTTE HIGHWAY, LANCASTER, SOUTH CAROLINA, FROM LDR, LOW DENSITY RESIDENTIAL, AND NB, NEIGHBORHOOD BUSINESS DISTRICTS, TO RB, REGIONAL 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) Panhandle Partners, LLC applied to rezone a parcel of property totaling 9.6 acres, more or less, located on Charlotte Highway, Lancaster, South Carolina, from LDR, Low Density Residential, and NB, Neighborhood Business Districts, to RB, Regional Business District.

(b) On November 16, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 1-4 vote, recommended denial of the rezoning request.

(c) Rezoning the property to Regional Business (RB), a commercial zoning district, is compatible with the Comprehensive Plan and existing property uses in the general vicinity.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential, and NB, Neighborhood Business Districts, to RB, Regional Business District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. (0016-00-047.00)

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 _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	December 13, 2021
Public Hearing:	December 13, 2021
Second Reading:	January 10, 2022
Third Reading:	January 24, 2022

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL: Request to rezone approximately 9.6 acres from Low Density Residential (LDR) and Neighborhood Business (NB) Districts to Regional Business (RB) District.

PROPERTY LOCATION: Charlotte Highway (TM# 0016-00-047.00)

CURRENT DISTRICT: Low Density Residential (LDR) and Neighborhood Business (NB) Districts

PROPOSED DISTRICT: Regional Business (RB) District

APPLICANT: Panhandle Partners LLC

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone an approximately 9.6-acre parcel zoned both Low Density Residential (LDR) and Neighborhood Business (NB) Districts to Regional Business (RB) District. The applicant has indicated that the rezoning would facilitate a self-storage facility. A concept plan has been provided by the applicant (see Exhibit 3).

Site Information

The subject parcel is located immediately south of Southern Paws Animal Hospital between Charlotte Highway and Charles Pettus Road, and is within the *Southern Panhandle Small Area Plan Extension*. The subject parcel is presently vacant.

Non-Conformance Status

This parcel is currently considered non-conforming as there are presently two zoning districts on this parcel. In early 2019, 4.5 acres of this 9.6 acre tract was rezoned from LDR to NB (RZ-019-014). While this rezoning was approved and a plat reflecting the subdivision of the parcel was recorded a new deed was never received reflecting the change in parcel, therefore, the parcel was never subdivided on the County Tax Maps.

Summary of Adjacent Zoning and Uses

The majority of the surrounding area is zoned LDR with a small amount of NB to the north and south. Further to the north-northwest are several parcels zoned either General Business (GB) District or RB District.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	NB	Southern Paws Animal Hospital
South	Lancaster County	LDR; NB	Single-Family Residential; Vacant
East	Lancaster County	LDR	Single-Family Residential
West	Lancaster County	LDR	Single-Family Residential

ANALYSIS & FINDINGS:

Zoning Districts

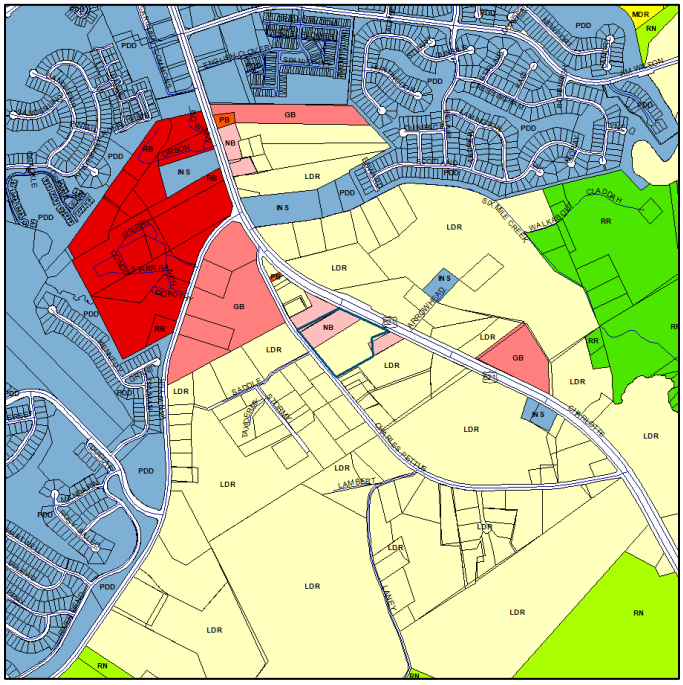
Pursuant to UDO Section 2.3, the current LDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 1.5 dwelling units per acre. Intended to act as a transitional 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.*

Pursuant to UDO Section 2.3, the current NB District *is generally located on thoroughfares and provides opportunities for the provision of neighborhood services that serve as an acceptable transition to generally auto-dependent neighborhoods.*

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

Compatibility with Surrounding Area

The subject parcel is surrounded by other parcels zoned LDR or NB District. The requested RB District is intended to accommodate the predominately auto-oriented pattern of existing development until such time that transportation network is retrofitted to accommodate more urban development patterns.



While the subject parcel is immediately adjacent to low density residential uses, they are located in an area which was given a recommended Future Land Use of "Commercial" in the recently adopted Small Area Plan Extension.

Given, the proximity of the subject parcel to existing commercial uses and the recommended future land use of Commercial, planning staff is not opposed to a rezoning of this parcel to a commercial district.

That said, given the existing surroundings, size of the proposed development, and proposed future use of this parcel the General Business (GB) District may be more fitting of this parcel at this time. The Highway Corridor Overlay District standards would apply to this parcel regardless of zoning district. Both the RB and GB districts are subject to the same setbacks.

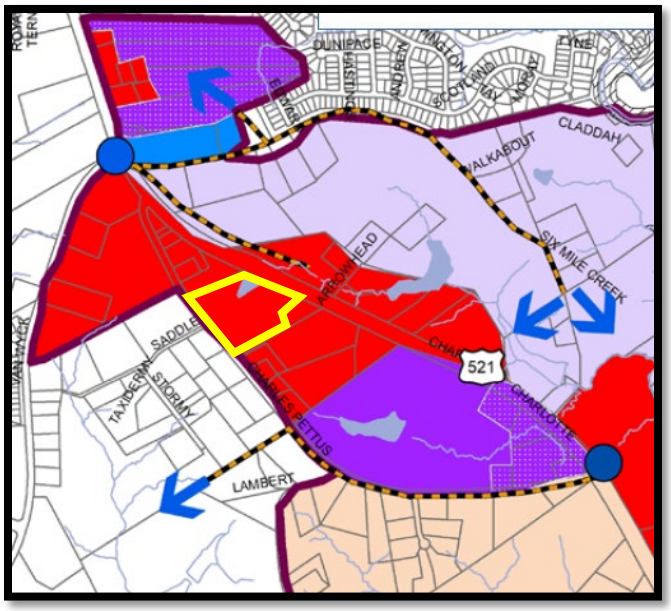
A key development difference in these two districts is the allowed maximum height (50' in RB, 3 stories or 35' in GB). There are also a number of uses allowed in RB district which are not allowed in the GB district; some of those uses include multi-family housing, personal services-restricted (check-cashing services and tattooing, piercing, hookah facilities, and similar services), pool halls, distilleries, night clubs, and wholesale or distribution uses (see exhibit 5).

The proposed use (self-storage) is permitted with review in both the GB and RB districts. Taking in to account the existing condition of surrounding properties, existing zoning in the area, and the proposed use of this property staff feels that General Business (GB) may be better suited for this site in particular.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Southern Panhandle Small Area Plan Extension

The recently adopted Southern Panhandle Small Area Plan establishes the Recommended Future Land Use Category of the subject parcel as Commercial.



The Small Area Plan Extension (SAPE) defines Commercial as "Opportunities for shopping, professional services, and entertainment. *These areas do not typically allow auto-oriented developments*."

The plan also list a long-term goal as "focus(ing) long-term economic development at the northernmost portion of the project boundary and also near the intersection of US-521 and the southern segment of Charles Pettus Road".

Further, the plan states "It shall be a priority to support development of larger master planned sites that are served by public water and sewer and utilize shared/consolidated driveways along the US-521 Corridor within the non-residential and mixed-use portions of the study area."

That said, the SAPE acknowledges that there will be instances when it is impractical or undesireabe to have parcels develop as a master planned project in which case the plan establishes the following criteria:

> Non-residential or mixed-use rezoning requests along the US-521 Corridor that are not part of a larger master planned project should include a justification statement with an associated concept plan indicating the rationale for the smaller rezoning area and how the rezoning and/or future development project will implement the objectives of the Southern Panhandle Small Area Plan Extension. Such objectives may include, but are not limited to: *accessing or extending public water and sewer infrastructure and utilizing or creating shared/cross access ways (Emphasis added).*

While the applicants have provided a concept plan and justification statement (see exhibits 3 and 4) they fail to address how the key objectives of the Small Area Plan Extension will be implemented.

Generally, it seems that the needs specific to this use are in direct conflict with the objectives of the Small Area Plan Extension. The nature of this use requires security measures which limit access while the SAPE objectives highlight cross access. Given that the proposed development is auto-oriented which is specifically discouraged in the definition for commercial within the SAPE, the rezoning is not part of a larger development, and the concept plan and justifiation statement fail to implenent the larger goals and odjectives of the SAPE, this rezoning is not consistant with the Small Area Plan Extension.

Transportation

Pursuant to UDO Section 6.8, uses which will generate more than 50 peak hour cumulative trips per day at full occupancy shall be required to provide a Traffic Impact Analysis (TIA). Using the ITE Trip generation rate for self-storage (0.17 per 1,000 sq.ft.) the 115,000 square feet of proposed self-storage would generate 19.55 peak hour trips. Therefore, it is not anticipated that the proposed use would meet the required threshold for a TIA. As such, none has been provided.

Public Utilities

The Lancaster County Water and Sewer District (LSWSD) has reviewed the proposed rezoning, and had no comments or concerns as to the ability to provide adequate water, however, there is currently no sewer access to the property.

PHOTOS OF PROJECT AREA:



Aerial of parcel from 521



Looking South along 521



Summary:

Given the existing conditions in the surrounding area staff believes the General Business (GB) district may be better suited for this parcel as it stands currently than the proposed Regional Business (RB) district. That said, the incompatibility of the needs of the proposed use and the goals and objectives of the Southern Panhandle Small Area Plan Extension lead staff to recommend denial of the proposed rezoning.

STAFF RECOMMENDATION:

Staff recommends **denial** of the request to rezone approximately 9.6 acres (TM# 0016-00-047.00) from Low Density Residential (LDR) and Neighborhood Business (NB) Districts to Regional Business (RB) District, subject to the following findings of fact:

1. That the subject application involves parcel TM# 0016-00-047.00;
2. That the subject parcel is currently zoned both LDR District and NB District, and is proposed to be rezoned RB District;
3. That the subject parcel has a Recommended Future Land Use of Commercial;
4. That the proposed RB District is relatively inconsistent with the surrounding area; and
5. That the proposed rezoning is not consistent with the adopted *Southern Panhandle Small Area Plan Extension*.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Concept plan
4. Justification Statement
5. Use Table

STAFF CONTACT:

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

Lancaster County
South Carolina

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address W. side of Charlotte Hwy, approximately 1000 ft. S. of Chattes Petus Rd.
City Lancaster State SC. Zip 29720 Tax Parcel ID 0016-00-047.00
Current Zoning Low Density Res. Current Use Vacant land
Proposed Zoning Regional Business Total Acres 9.609
Project Description Approximately 90000 s.f. of climate and non-climate self storage space along with RV storage

Surrounding Property Description N. side of Property - mostly vacant land with a veterinary clinic adjoining property. West Side - single family on large lots South side - residential on small farms - East side - residential on large tracts of land. *

CONTACT INFORMATION

Applicant Name Panhandle Partners LLC
Address 12806 Westmoreland Farm Rd.
City Davidson State NC. Zip 28036 Phone 704.651-7704
Fax 704-375-1109 Email sg@piedmontproperties.com
Property Owner Name Johnny Helms
Address 2507 Waxhaw Marvin Road
City Waxhaw State NC. Zip 28173 Phone 704-843-2322
Fax _____ Email johnny.helms@yahoo.com

* Map of adjoining parcels and there corresponding tax PID's are attached

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: 8/6/2021

Property Owner(s): John Helms by Julie Lafond Agent POA — Date: 8/6/2021

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.

NORTH CAROLINA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

State of North Carolina }
County of Mecklenburg

I, Judith U. Linville, Notary Public, do hereby certify that Julie Lanford as Agent for Johnny Helms [Name of Individual(s) Whose Acknowledgment is Being Taken] personally appeared before me this day and acknowledged the due execution of the foregoing instrument. As Agent for Johnny Helms

Witness my hand and official seal this 16 day of August, 20__.

(Official Seal)

JUDITH U LINVILLE
NOTARY PUBLIC
MECKLENBURG COUNTY
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES 06-09-2023

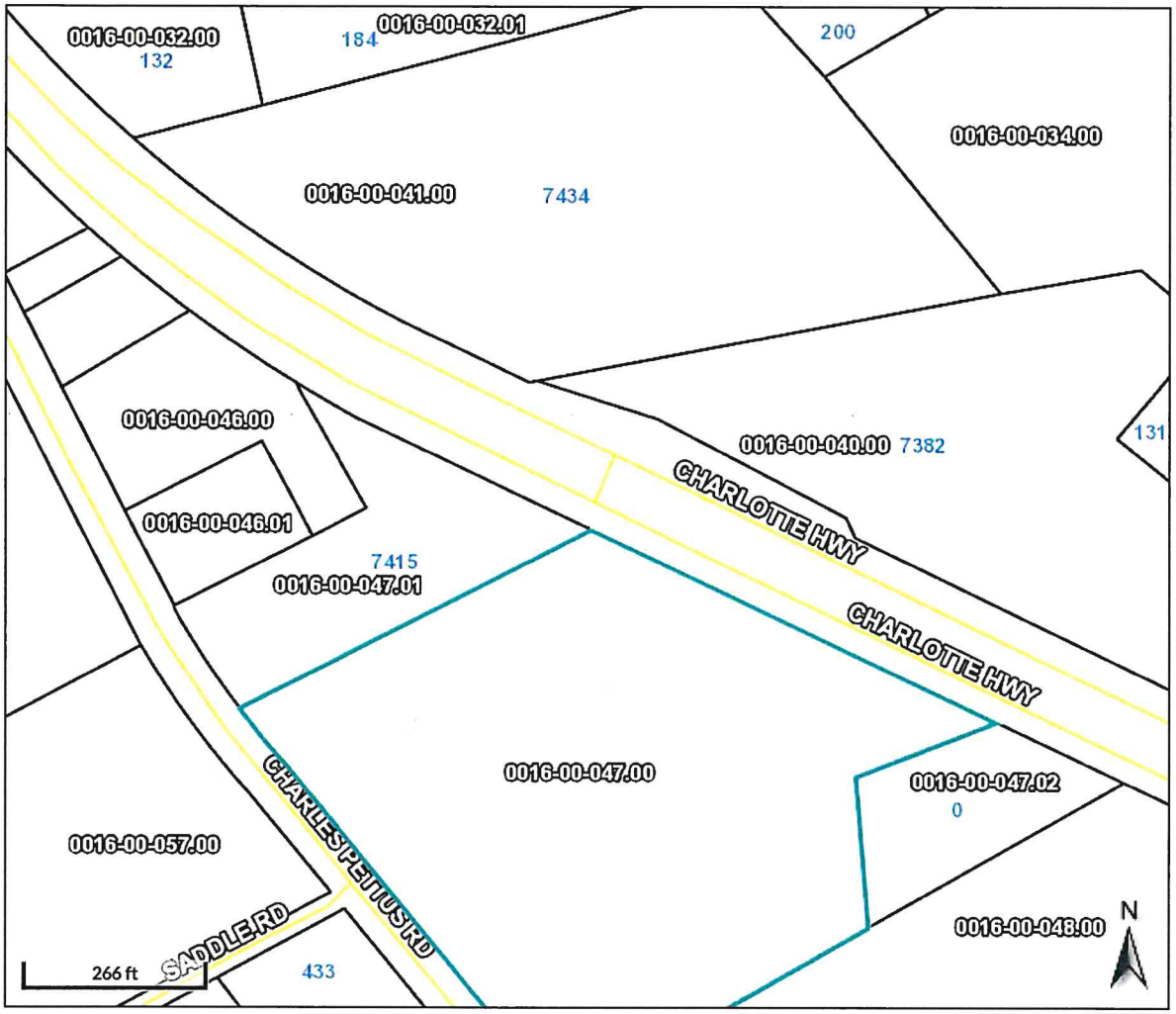
Judith U. Linville
Official Signature of Notary

Judith U. Linville
Notary's Printed or Typed Name

Notary Public

My Commission Expires: 6-9-2023

qPublic.net™ Lancaster County, SC





Legend

- Parcels
- Roads
- Railroad

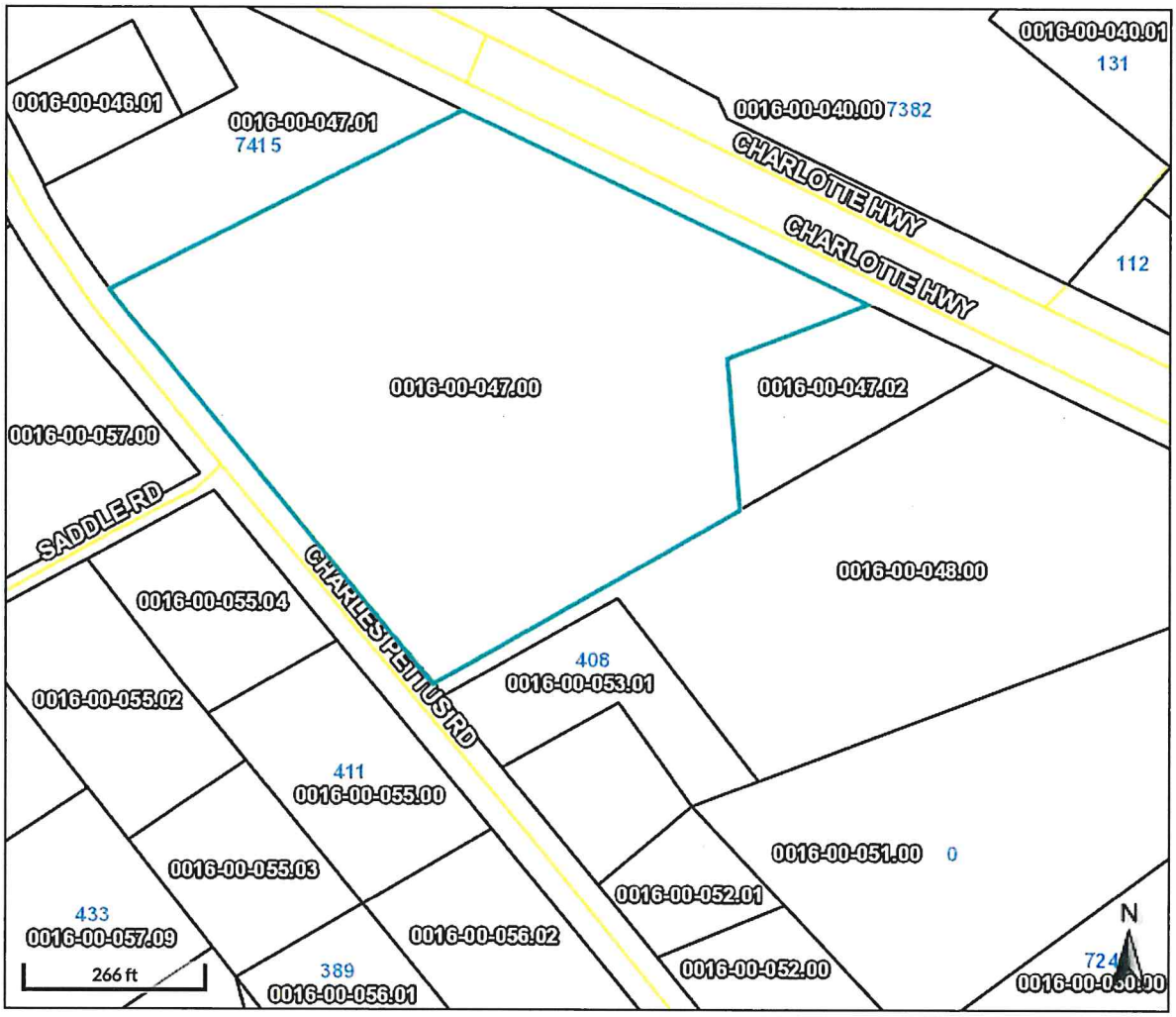
Parcel ID	0016-00-047.00		**Owner**	HELMS JOHNNY ELBERT	**Last 2 Sales**			
Class Code	Qualified Agricultural			2507 WAXHAW MARVIN ROAD	**Date**	**Price**	**Reason**	**Qual**
Taxing District	County			WAXHAW, NC 28173	10/9/1992	$5	FAMILY SALE	Q
	Lancaster		**Physical Address**	CHARLOTTE HWY	n/a	0	n/a	n/a
Land Size	9.61	CROP/TIMBER	**Assessed Value**	Value $47				

(Note: Not to be used on legal documents)

Date created: 8/6/2021
Last Data Uploaded: 8/6/2021 4:43:29 AM

Developed by Schneider GEOSPATIAL

qPublic.net™ Lancaster County, SC





Parcel ID	0016-00-047.00		**Owner**	HELMS JOHNNY ELBERT	**Last 2 Sales**			
Class Code	Qualified Agricultural			2507 WAXHAW MARVIN ROAD	**Date**	**Price**	**Reason**	**Qual**
Taxing District	County Lancaster			WAXHAW, NC 28173	10/9/1992	$5	FAMILY SALE	Q
Land Size	9.61	CROP/TIMBER	**Physical Address**	CHARLOTTE HWY	n/a	0	n/a	n/a
			Assessed Value	Value $47				

(Note: Not to be used on legal documents)

Date created: 8/6/2021
Last Data Uploaded: 8/6/2021 4:43:29 AM

Developed by Schneider GEOSPATIAL

20211921

6662

TITLE TO REAL ESTATE
The R. L. Bryan Company, Columbia, S.C.

Form 14
(Revised 4-1-85)

State of South Carolina,

COUNTY OF LANCASTER.

BOOK Z-10 PAGE 25

Know All Men by These Presents, That I, Timothy Coy Helms,

(hereinafter whether singular or plural the "Grantor")

in the State aforesaid, for and in consideration of the

sum of Five and NO/100 ($5.00)----------Dollars
Love and Affection
to the Grantor paid by Johnny Elbert Helms (hereinafter

whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee the following described property.

All that piece, parcel or lot of land lying, being and situate in Indian Land Township, Lancaster County, South Carolina, fronting on U.S. Highway 521 near intersection of the Old Charlotte Road, and containing 16.39 acres, more or less, and being bounded on the West by Old Charlotte Road, North by Odell Ashley, East by U.S. Highway 521, and on the South by R. M. Wilson, and being more particularly described on plat of James Baker, Surveyor, dated January 5, 1955, and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, in Plat Book 7 at Page 176.

Being the identical property conveyed Timothy Coy Helms by deed dated January 3, 1985, and recorded in said Office in Deed Book F-6, at Page 1190.

Recorded 10-19-92
16-47

FILED
OFFICE OF CLERK
OF COURT
Oct 19 10 3 PM '92
LANCASTER COUNTY, S.C.

Grantee's Address:

2507 Waxhaw Marvin Road
Waxhaw, NC 28173

Z-10, p. 1 25

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his

Heirs and Assigns forever.

And the Grantor does hereby bind himself and his Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 9th *day of* October *in the year of our Lord one thousand nine hundred and* ninety two *and in the two hundredth and* seventeenth *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Richard T. Lee
Sara D. Knox

Timothy Coy Helms (SEAL)
TIMOTHY COY HELMS

(SEAL)

STATE OF SOUTH CAROLINA.
LANCASTER COUNTY.

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantor sign, seal and, as the Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 9th *day of* October, *19* 92

Sara D. Knox (L.S.)
Notary Public of S. C.

My Commission Expires: 8/14/99

Richard T. Lee
Witness

THIS PLAT DOES NOT CREATE ANY NEW LOTS, EASEMENTS, RIGHT-OF-WAYS OR PROPERTY LINES.

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

THIS PROPERTY IS ZONED LDR (LOW DENSITY RESIDENTIAL)

FRONT SETBACK	40'
SECONDARY STREET	20'
SIDE SETBACK	20'
REAR SETBACK	25'

FOC= FACE OF CURB
BOC= BACK OF CURB
FO = FIBER OPTIC
WL= 12" WATER LINE
T = TEL CABLE
G = GAS LINE
E = OVERHEAD ELEC
CP = CONTROL POINTS
WV = WATER VALVE

I, Robert F. Akers, Jr., a Professional Land Surveyor in South Carolina, certify that this project was completed under my supervision from an actual photogrammetric survey made under my supervision; that this photogrammetric survey was performed to meet Federal Geographic Data Committee (FGDC) Standards for a final map scale of 1" = 50' and a contour interval of one foot using imagery with a pixel resolution of 0.10' and a LiDAR acquisition rate of 30 points per meter as acquired with our Microdrones 4-3000; the date of survey was June 24, 2021 and survey completed July 1, 2021. lines may not meet FGDC Standards due to obscurred ground and that all coordinates and elevations shown are based on South Carolina Grid Coordinates, as supplied by Iseley Surveying.

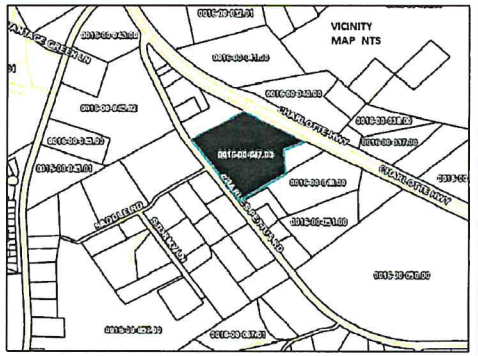
Robert F. Akers, Jr. PLS 13158

Aviomage Mapping Services, Inc.
4600 Lakeview Road - Suite 2
Charlotte, NC 28217

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No.13158 Seal ROBERT F. AKERS JR

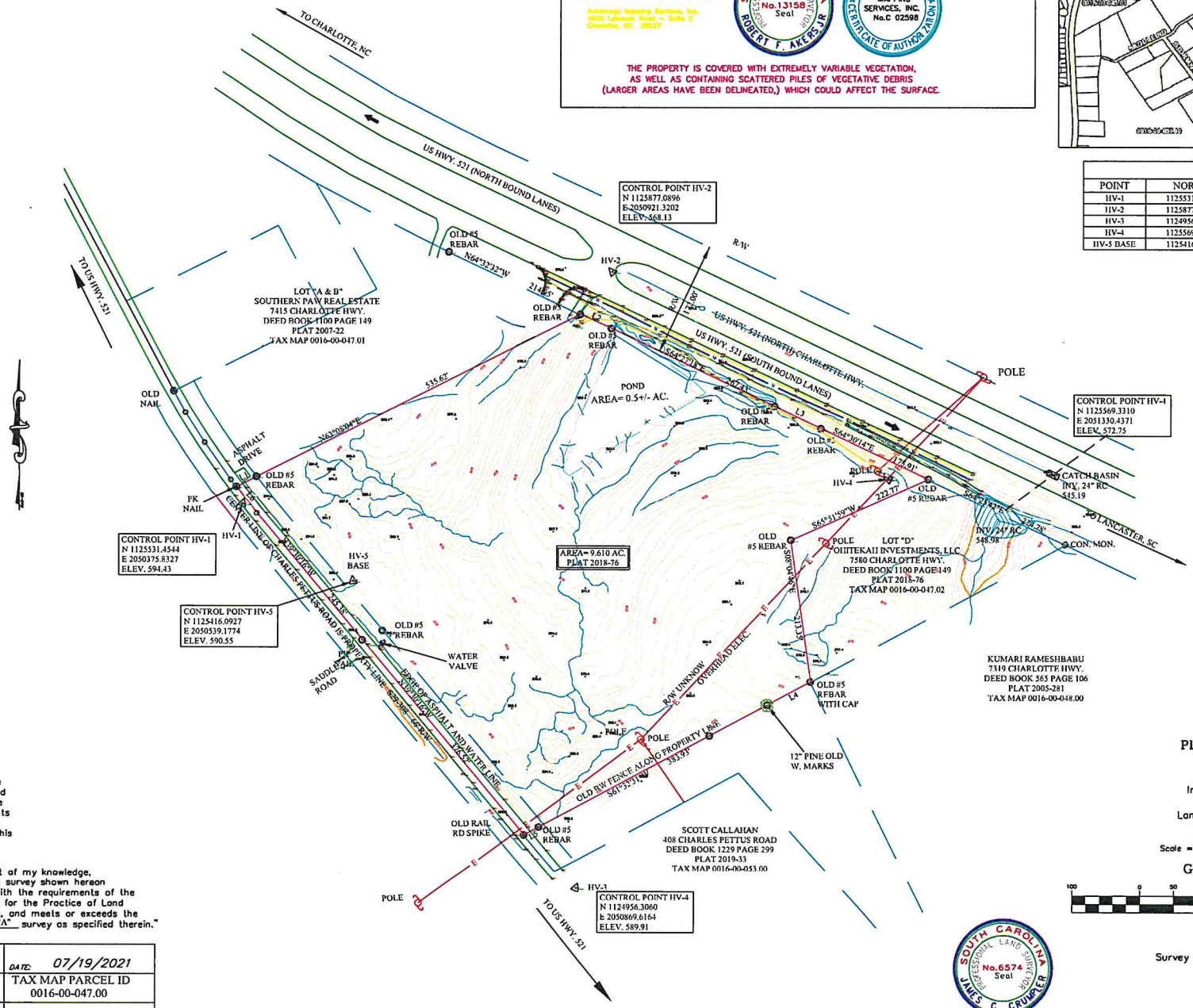
SOUTH CAROLINA AVIOMAGE MAPPING SERVICES, INC. No.C 02598 CERTIFICATE OF AUTHORIZATION

THE PROPERTY IS COVERED WITH EXTREMELY VARIABLE VEGETATION, AS WELL AS CONTAINING SCATTERED PILES OF VEGETATIVE DEBRIS (LARGER AREAS HAVE BEEN DELINEATED,) WHICH COULD AFFECT THE SURFACE.



CONTROL POINTS			
POINT	NORTH	EAST	ELEV
HV-1	1125531.4544	2050375.8327	594.43
HV-2	1125877.0896	2050921.3202	568.13
HV-3	1124956.3060	2050869.6164	589.91
HV-4	1125569.3310	2051330.4371	572.75
HV-5 BASE	1125416.0391	2050539.1894	590.54

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.22	N62°47'21"E
L2	51.12	S65°43'59"E
L3	76.04	S61°28'39"E
L4	72.86	S61°38'03"W
L5	24.74	S61°32'31"W
L6	49.72	N37°36'45"W



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

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

DRAWN BY: JCC	DATE: 07/19/2021
CHECKED BY: JCC	TAX MAP PARCEL ID 0016-00-047.00
JOB NO.: 21-06-13	SHEET 1 OF 1

Plat Of Property Of
Steve Gentry
Located In
Indian Land Community
15 Miles North Of
Lancaster, South Carolina
Lancaster County

Scale =100' Date 07/21/2021

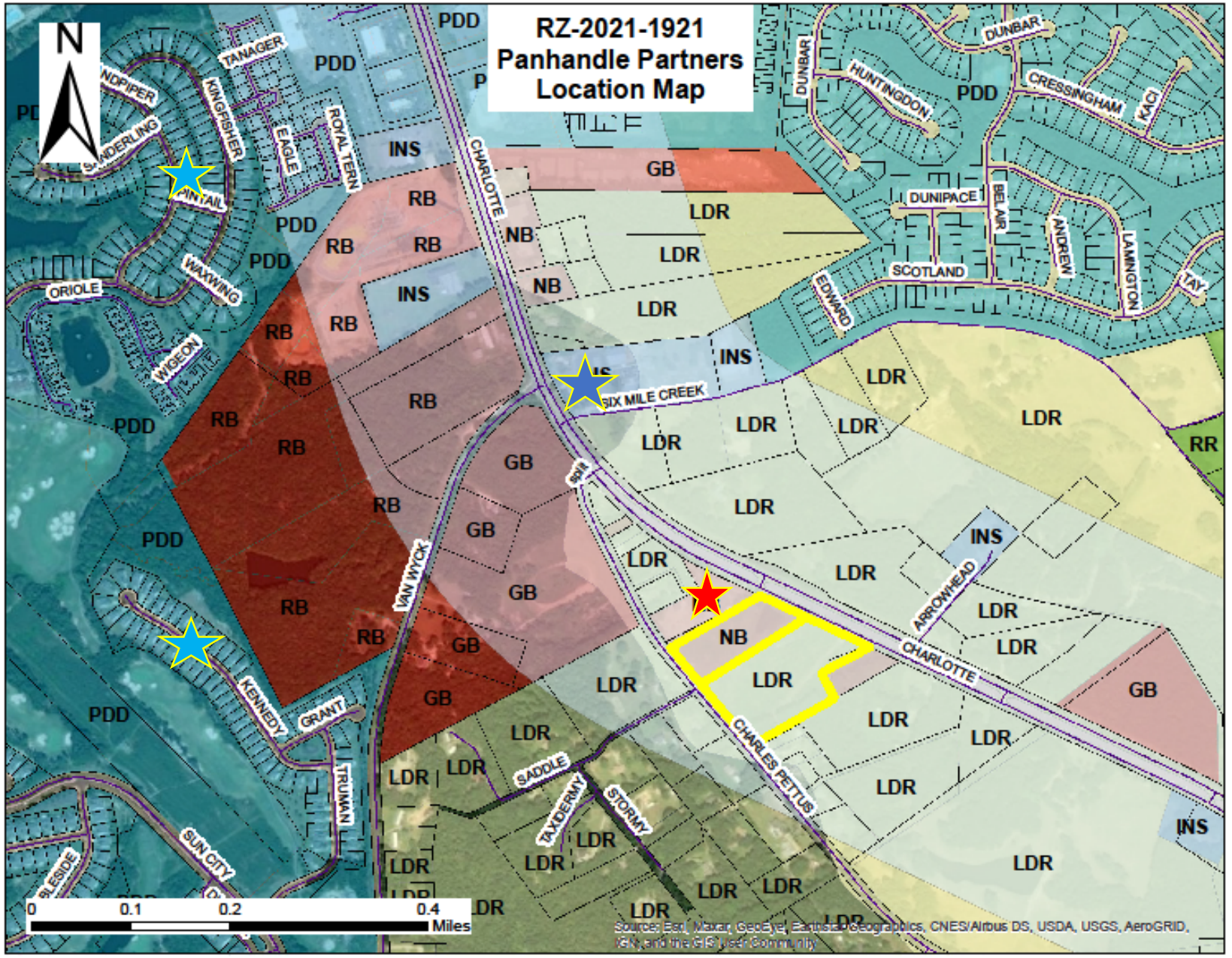
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 Inch = 100 ft.

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No.6574 Seal JAMES C. CRUMPLER

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

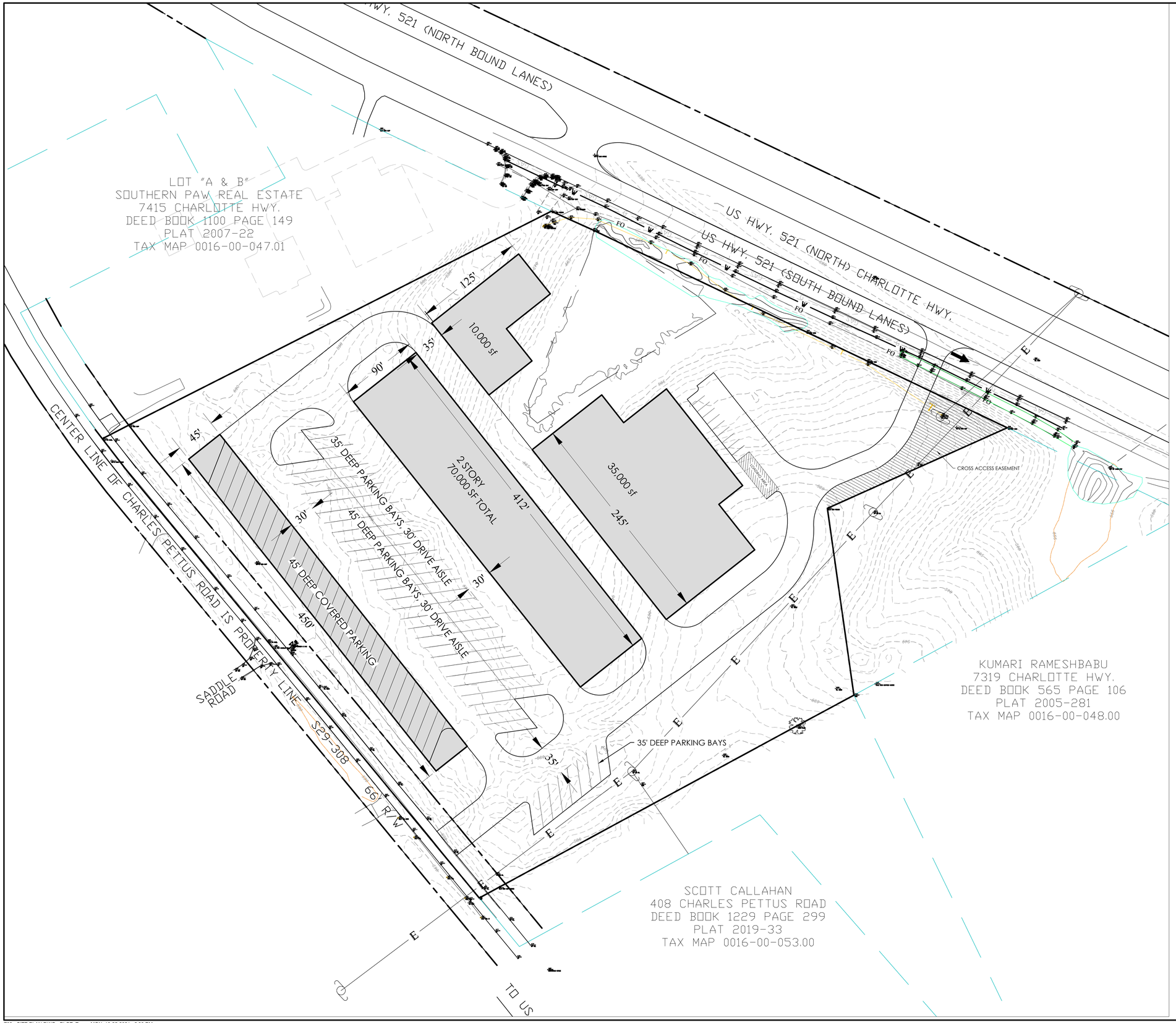


Lancaster County
South Carolina

Proposal:
Request to rezone from NB/LDR to RB

Legend:

- Subject Property
- Faith Presbyterian Church
- Paws in the Panhandle
- Sun City Carolina Lakes



SITE DATA	
LOCATION: CHARLOTTE HWY INDIAN LAND, LANCASTER COUNTY 29720 (PIN# 0016-00-047.00)	
CURRENT ZONING:	LDR - LOW DENSITY RESIDENTIAL
CURRENT USE:	QUALIFIED AGRICULTURAL
PROPOSED ZONING:	
PROPOSED USE:	MINI STORAGE
CONTACT:	HENSONFOLEY (JAY HENSON) 704-875-1615

ITEM	PROVIDED
TOTAL SITE AREA	9.610 AC (418,612 SF)
FEMA MAP NUMBER	45057C0087E
FEMA EFFECTIVE DATE	05/16/2017

HensonFoley
Landscape Architecture | Civil Engineering
121 Gilead, Huntersville NC 28078
p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com
NC ENGINEERING BOARD LICENSE #: C-2781
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

N
W E
S
NORTH ARROW
0 25 50 100
GRAPHIC SCALE 1"=50 FT.

INDIAN LAND STORAGE

TAX MAP 0016-00-047.00
CHARLOTTE HWY., INDIAN LAND, SC 29720

REZONING PLAN

REVISIONS:

Z03 - SITE PLAN.DWG
PROJECT NUMBER: 221074
DATE: 10/22/2021 DRAWN BY: TSF
SHEET ## OF 1

Z03 - SITE PLAN.DWG - PLOT: Tess - MON. 10-25-2021 5:30 PM

HensonFoley

Landscape Architecture | Civil Engineering | Surveying

Lancaster Mini-Storage - Justification Letter

Date: November, 8th 2021

The proposed storage facility will need to be secured for personal and property safety reasons. Therefore, to access the adjacent properties to the east and west would not be practical. The storage facility would not rely solely on the US 521 access as we have direct access to Charles Pettus Road along the south-western property line which would satisfy the intent of alternate routes and not creating the need to use US 521 as the sole access point. Lastly, the adjacent property owner has voiced objection to a cross access easement as well as a shared drive. Therefore, cross access along the northern property line would not benefit either property.

121 Gilead Rd - Huntersville, NC 28078 - 704.875.1615 ph - 704.875.0959 fax
www.hensonfoley.com jay@hensonfoley.com
NC Engineering Board License #: C-3781
NC Landscape Architecture Board License #: C-399

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 Homes	-	-	-	-	-	-	-	-	-	SE	-	SE	-	-	-	-	-	-	-	-	-	5.2.4
Live-Work Units	-	-	-	PR	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	PR	PR	PR	5.2.5
Manufactured Housing	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

B. LODGING	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Bed and Breakfast Homes (up to 8 rooms)	PR	PR	PR	PR	-	PR	-	PR	PR	-	-	PR	-	-	-	-	PR	PR	-	PR	PR	5.3.1
Bed and Breakfast Inn (up to 12 rooms)	-	-	-	-	-	-	-	-	PR	-	-	PR	-	-	-	-	-	-	-	PR	PR	5.3.1
Boarding or Rooming House	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	5.3.2
Campground	SE	SE	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	-	-	5.3.3
Dormitory	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	
Fraternity/Sorority House	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	
Hotel/Motel	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	

C. OFFICE/SERVICE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
ATM	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Banks, Credit Unions, Financial Services	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Business Support Services	-	-	-	-	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Crematoria	-	-	-	-	-	-	-	-	-	-	CU	-	-	CU	-	-	-	-	-	-	-	5.4.1
Dry Cleaning and Laundry Services	-	-	-	-	-	-	-	-	P	P	P	-	-	P	-	-	-	-	-	P	P	
Funeral Homes	-	-	-	P	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	P	P	
Home Occupation	PR	PR	PR	-	PR	PR	PR	-	-	-	-	-	-	-	-	-	PR	PR	PR	PR	PR	5.4.2
Kennels, Indoor	PR	PR	PR	PR	-	-	-	-	PR	PR	PR	PR	-	PR	-	-	-	-	-	PR	PR	5.4.3
Kennels, Outdoor	PR	PR	CU	PR	-	-	-	-	-	-	CU	CU	-	CU	-	-	-	-	-	-	-	5.4.4
Medical Clinic	-	-	-	PR	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	-	PR	PR	5.4.5

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
C. OFFICE/SERVICES (CONTINUED)	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Personal Services	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Personal Services, Restricted	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	5.4.6
Post Office	-	-	-	P	-	-	-	P	P	P	P	P	-	-	-	-	-	-	-	P	P	
Professional Services	-	-	-	P	-	-	-	P	P	P	P	P	-	P	-	-	-	-	-	P	P	
Small Equipment Repair/Rental	-	-	-	P	-	-	-	-	-	P	P	-	-	P	-	-	-	-	-	P	P	
Veterinary Clinic	-	-	-	P	-	-	-	-	P	P	P	-	-	P	-	-	-	-	-	P	P	-

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

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
E. CIVIC	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Cemetery	PR	PR	PR	PR	-	PR	PR	-	PR	PR	PR	PR	-	-	-	-	-	PR	-	-	PR	5.6.1
Conference/Convention Center	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	
Cultural or Community Facility	-	-	-	P	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P	P	
Event Venue/Banquet Hall	P	P	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.6.2
Places of Assembly	PR	PR	PR	PR	CU	CU	CU	PR	PR	PR	PR	PR	-	PR	-	-	-	CU	-	CU	CU	5.6.3
Private Recreation Facilities	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.6.4
Public Recreation Facilities	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	-	-	PR	PR	PR	PR	PR	5.6.5
Public Safety Station	P	P	P	P	-	-	-	P	P	P	P	P	-	P	P	-	-	-	-	P	P	
Sports Arena/Stadium (4,000 or more seats)	-	-	-	-	-	-	-	-	-	-	CU	CU	-	CU	-	-		-	-	-	CU	5.6.6

F. EDUCATIONAL/INSTITUTIONAL	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Child/Adult Day Care Home (5 or fewer persons)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	-	-	-	PR	PR	-	PR	PR	5.7.1
Child/Adult Day Care Home (6 or more persons)	-	-	-	-	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.7.2
College/University	-	-	-	-	-	-	-		-	-	-	P	-	-	-	-	-	-	-	P	P	
Community Support Facility	-	-	-	PR	-	-	-	-	-	PR	PR	PR	-	-	-	-	-	-	-	-	-	5.7.3
Correctional Institution	-	-	-	-	-	-	-	-	-	-	-	CU	-	SE	SE	-	-	-	-	-	-	5.7.4
Day Treatment Center	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	-	-	-	-	-	-	-	5.7.5
Hospital	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	-	-	-	-	-	-	
Operations, Maint., and Fleet Service Facility	-	-	-	SE	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	-	PR	5.7.6
Schools – Elementary and Secondary	PR	PR	PR	PR	-	PR	CU	CU	CU	CU	CU	PR	-	-	-	-	CU	CU	CU	CU	CU	5.7.7
Schools – Vocational/Technical	-	-	-	P	-	-	-	-	P	P	P	P	-	P	P	-	-	-	-	P	P	
Studio – Art, dance, martial arts, music	P	-	-	P	-	-	-	P	P	P	P	P	-	P	-	-	-	-	-	P	P	

G. AUTOMOTIVE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Drive-Thru/Drive-In Facility	-	-	-	PR	-	-	-	-	CU	PR	PR	-	-	PR	PR	-	-	-	-	PR	PR	5.8.1
Electric Vehicle Charging Stations	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.8.2
Heavy Equipment/Manufactured Home Rental/Sales/Repair	-	-	-	-	-	-	-	-	-	-	SE	-	-	PR	PR	-	-	-	-	-	-	5.8.3
Parking Lot/Structure – Principal Use	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	PR	PR	5.8.4
Vehicle Rental/Leasing/Sales	-	-	-	PR	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	CU	CU	5.8.5
Vehicle Services – Minor Maintenance/Repair	-	-	-	P	-	-	-	-	CU	CU	PR	-	-	PR	PR	-	-	-	-	CU	CU	5.8.6
Vehicle Services – Major Repair/Body Work	-	-	-	PR	-	-	-	-	-	CU	PR	-	-	PR	PR	-	-	-	-	-	-	5.8.7

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required

Lancaster County Unified Development Ordinance – Use Table

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

I. AGRICULTURE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Agriculture and Crop Production/Harvesting	P	P	P	P	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	
Agricultural Support Services/Nurseries	P	P	P	P	-	-	-	-	P	P	P	-	-	P	P	-	-	-	-	-	P	
Agritourism	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Animal Production/General Farms	PR	PR	PR	PR	-	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.1
Animal Production Facilities, Non-Swine	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.2
Animal Production Facilities, Swine	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.3
Apiculture (Bee Keeping)	P	P	P	P	-	P	-	-	P	-	-	P	P	-	-	-	-	-	-	-	P	
Backyard Pens/Coops	P	P	P	P	-	P	PR	PR	-	-	-	PR	-	-	-	-	-	-	-	-	PR	5.10.4

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
I. AGRICULTURE (CONTINUED)	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Commercial Stables	P	P	P	P	-	-	-	-	P	P	P	-	-		-	-	-	-	-	-	-	
Ecotourism	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Farmer's Markets and Roadside Stands	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	
Forestry	P	P	P	P	-	P	-	-	-	P	P	P	P	P	P	P	-	-	-	-	-	
Gardens (Community and Private)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	P	P	P	P	
Wineries	PR	PR	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

J. INFRASTRUCTURE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Airstrip/Airport	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	PR	-	-	-	-	-	-	5.11.1
Geothermal Energy Systems	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.2
Solar Energy Systems	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.3
Solar Farms	CU	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.11.4
Utilities – Class 1	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utilities – Class 2	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utilities – Class 3	P	P	-	-	-	-	-	-		-	-	PR	-	P	P	-	-	-	-	-	-	5.11.6
Wireless Communication Facility (Concealed)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5
Wireless Communication Facility (Up to 60.00')	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5
Wireless Communication Facility (60.01'to 199.99')	SE	SE	SE	SE	SE	SE	SE	PR	PR	PR	PR	PR	-	PR	PR	PR	SE	SE	SE	SE	SE	5.11.5
Wireless Communication Facility (200' and Over)	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	SE	-	-	-	-	-	5.11.5

K. OTHER	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Temporary Uses	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.12

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required

(Ord. No. 2017-1468, 9.25.17; Ord. No. 2018-1492, 2.12.18; Ord. No. 2018-1494, 3.12.18; Ord. No. 2018-1519, 7.16.18; Ord No. 2019-1607, 10.14.19; Ord No. 2019-1620, 12.9.19; Ord No. 2019-1634, 1.27.20; Ord No. 2020-1645, 2.24.20; Ord. No. 2020-1698, 12.14.20; Ord. No. 2021-1708, 04.12.21)

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).
2. SD-2021-1251: Application by NVR, Inc. / Ryan Homes, Inc / ESP Associates for a Major Subdivision Preliminary Plat for a 410-unit townhome development located between Collins Road and Shelley Mullis Road (TM 0013-00-061.02). The project is approximately 96.75 acres and is zoned Planned Development District (PDD-26).

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 the Planning Commission or to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

ıblished in The Lancaster News,
Carolina, in accordance with

SWORN to before me this 1st day of December, 2021

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).
2. SD-2021-1251: Application by NVR, Inc. / Ryan Homes, Inc / ESP



I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on October 30th 2021.

SWORN to before me this 1st day of December, 2021

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

CAROLINA GATEWAY

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).
2. SD-2021-1251: Application by NVR, Inc. / Ryan Homes, Inc / ESP Associates for a Major Subdivision Preliminary Plat for a 410-unit townhome development located between Collins Road and Shelley Mullis Road (TM 0013-00-061.02). The project is approximately 96.75 acres and is zoned Planned Development District (PDD-26).

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 the Planning Commission or to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

ice published in the Carolina
olina, in accordance with law

SWORN to before me this ___ day of
December, 2021

Ashley L Johnson
Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

CAROLINA GATEWAY

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

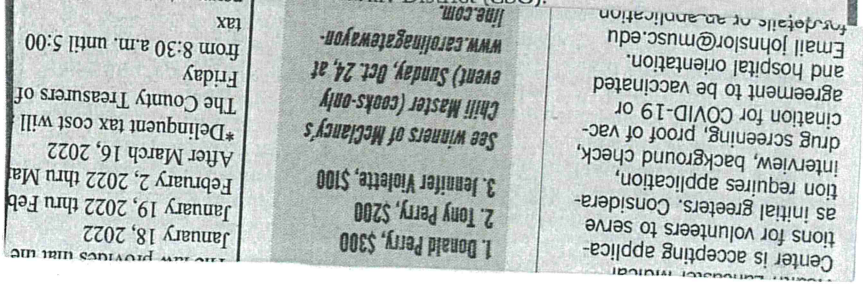
PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential



I hereby certify that on the above notice published in the Carolina Gateway in Lancaster County, South Carolina, in accordance with law on October 27th 2021.

SWORN to before me this 1st day of December, 2021

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1769 / Planning Case Number: DA-2021-0528
Contact Person / Sponsor: Robert Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. The Planning Commission conditionally approved the Preliminary Plat at their November 16, 2021 meeting.

Points to Consider:
Pursuant to UDO Section 9.2.18.A.2, Development Agreements (DA) are required for all land development projects that wish to develop property utilizing the Cluster Subdivision Overlay District. The applicant has submitted the proposed DA enclosed with this staff report. The DA reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and Traffic Impact Analysis.
This development project is outside of the impact fee collection area for the recently enacted Development Impact Fees and not subject to the imposition of impact fees. The developer, though not subject imposition of impact fees, has proposed payments within the Development Agreement to offset the potential impact of the development on schools ($500/unit), public safety ($1,000/unit), and public works facilities ($250/unit).

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the Development Agreement.

Recommendation:
Planning Commission unanimously recommended **approval** of the Development Agreement at their November 16, 2021 meeting. There was no discussion amongst the Commission and no one from the public spoke in favor or in opposition.

Staff also recommended approval of the Development Agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1769	11/29/2021	Ordinance
Ex 1 to Ordinance 2021-1769 and to Staff Report: Development Agreement	12/6/2021	Agreement
Staff Report	11/19/2021	Planning Staff Report
Ex 2: Location / Zoning Map	11/19/2021	Exhibit
Ex 3: Preliminary Plat	11/19/2021	Exhibit
Ex 4: Traffic Impact Analysis	11/19/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1769 (Planning Department Case Number: DA-2021-0528)	12/3/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1769

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT WITH ARBOR CONSTRUCTION, LLC, IN CONNECTION WITH A MAJOR SUBDIVISION PRELIMINARY PLAT SD-2021-0528, WHICH PROPOSES A 92-LOT SINGLE-FAMILY CLUSTER SUBDIVISION OVERLAY DISTRICT (CSO) DEVELOPMENT, 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) Arbor Construction, LLC, ("Arbor") submitted a Major Subdivision Preliminary Plat ("Preliminary Plat") consisting of a single family detached residential neighborhood located upon a total of 47.47 acres of real property zoned Medium Density Residential (MDR) District and Arbor seeks to utilize the Cluster Subdivision Overlay District (CSO) for a development project. The intent is to develop the 47.47-acre parcel as a 92-lot subdivision, pursuant to the Cluster Subdivision Overlay District (CSO) standards. The Preliminary Plat received conditional approval by the Planning Commission at its November 16, 2021, meeting.

(b) The Development Agreement has been submitted and requested by Arbor pursuant to the UDO requirement that all land development projects that seek a Medium Density Residential (MDR) District/Cluster Subdivision Overlay District (CSO) be governed by a development agreement and so that Arbor will have ongoing certainty of the development standards applicable to the property and to make provisions to offset the expected impacts of the development on public services.

(c) The Development Agreement attached hereto and incorporated herein as **Exhibit "1"** is authorized by 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 satisfies the terms and conditions of the Act and is also in compliance with UDO Section 9.2.18.

(d) 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.

(e) 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 16, 2021, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a vote of 5-0- recommended approval of the Development Agreement for this project.

Section 2. Approval of Development Agreement.

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021
Public Hearing: December 13, 2021
Second Reading: January 10, 2022
Third Reading: January 24, 2022

Approved as to form:

_____
John DuBose, County Attorney

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

STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	**ARBOR MEADOWS**

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of _____ 2022 ("Agreement Date"), by and between Arbor Meadows, 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 contractual right to acquire certain real property consisting of approximately 47.47 acres, more or less, located in the County and known as the Arbor Meadows development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that Tax Parcel No. 0087-00-105.00, comprising 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, 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 remain zoned Medium Density Residential (MDR) District and fully entitled for development as further provided by this Agreement 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 _____2022.

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

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

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

(6) "Developer" means Arbor Meadows, 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.

(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-4 attached hereto and incorporated herein by reference.

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

(10) "Ordinance No. 2021-1769" means Ordinance No. 2021- 1769 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-1.

(11) "Parties" means County and Developer.

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

(13) "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 one parcel of land identified as Tax Map Nos, 0087-00-105.00, and these parcels are reflected in Exhibit A-1 (legal descriptions) and A-2 (plats), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. The Property are currently zoned Medium Density Residential (MDR) District and thus no rezoning is anticipated as the Parties desire for the Property to remain zoned as Medium Density Residential and as further entitled as provided by the terms of this Agreement.

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, unless otherwise modified by this Agreement. 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 and Development Rights for the Property, and (*ii*) if Developer develops the Property, Developer will develop the Property in accordance with the terms and conditions of this Agreement.

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-1769 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- 1769 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five acres and that the highlands equal approximately Forty-Two and 93/100 acres (42.93).

.

(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 Laws and Land Development Regulations defined in Section 3.01(B). 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-4 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 its zoning classification, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling, 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 S.C. Code §§ 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act. In addition, subject to the provisions of Section 3.03(A) of this Agreement, all rights and prerogatives accorded Developer by this Agreement shall immediately also constitute vested rights for the development of the Property including vested rights pursuant to the Vested Rights Act and the provisions of Ordinance No. 673, for the term of this Agreement and the maximum period for vesting rights under the Vesting Rights Act. Section 3.03(A) of this Agreement does not abrogate any rights either preserved by S.C. Code § 6-31-140, Ordinance No. 663, Ordinance No. 673, the UDO, or that may have vested pursuant to common law and otherwise in the absence of a development agreement.

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

(A) It is recognized that laws and regulations will periodically change. However, the laws applicable to the development of the Property during the Term of this Agreement shall be the Laws and Land Development Regulations in effect on the Agreement Date as set forth on Exhibits E and E1 – E4, except as expressly provided otherwise in this Agreement.

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

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

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

mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs. On July 29, 2021, the County passed ordinances implementing development impact fees on each emergency medical services, law enforcement, fire and parks & recreation. On September 13, 2021, the County passed an ordinance implementing school impact fees. All of these impact fees were imposed on the Panhandle Region of Lancaster County as further described in the implementing impact fee ordinances. The Property is outside the Panhandle Region and thus not subject to these impact fees.

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

Section 4.01B. Payment for School District. Developer will pay County Five Hundred and No/100 Dollars ($500.00) per housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made when a building permit is issued.

Section 4.01C. Funds for Public Safety. Developer agrees to pay County One Thousand ($1,000.00) Dollars per housing unit which shall be paid when a building permit is issued (the "Public Safety Payment"). Upon receipt of the Public Safety Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire, emergency medical services, and parks and recreation in Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

Section 4.01D. Funds for Public Works. Developer agrees to pay County Two Hundred Fifty ($250.00) Dollars per housing unit to offset the impact of the development upon the Lynwood

Convenience Center located near the Property. The public works payment shall be paid when a building permit is issued.

Section 4.01E. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B, Section 4.01C, and Section 4.01D (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 4.01F. Credit for Fees. In the event that the County approves or passes any future ordinance(s) (collectively, "Future Impact Fee Ordinance(s)") imposing or assessing impact fees of generally applicability to property development within the County or areas including the Property and which Future Impact Fees are to be used or applied for the same purpose(s) for which the Developer Fees have been designated (collectively, "Future Impact Fees") and if the Future Impact Fees apply to the Developer's development of the Property, the Developer shall receive a credit toward such Future Impact Fees in the amount(s) equal to the Developer Fees which the Developer has paid or is obligated to pay pursuant to Sections 4.01B, 4.01C, and 4.01D.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than _____, 202_, 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 subject to the cap set forth in Section 4.02. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

With a Copy to: County of Lancaster
Attn: County Attorney
101 N. Main St. (29720)

P.O. Box 1809 (29721)
Lancaster, SC

And to Developer: Arbor Meadows, LLC
Attn: Brian J. Macuga, Sr.
4119-I Rose Lake Drive
Charlotte, NC 28217

With a Copy to: Spencer & Spencer
Attn: Paul Dillingham
226 East Main Street, Suite 200
P.O. Box 790
Rock Hill, SC 29731

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

(A) This Agreement is governed by the laws of the State of South Carolina.

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., October 29, 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:

Arbor Meadows, LLC,
A North Carolina limited liability company

_____ By: _____
Name: Brian J. Macuga
Title: Member
_____ Date: _____

_____ By: _____
Name: Jeff Jernigan
Title: Vice President
_____ Date: _____

STATE OF NORTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF MECKLENBURG)

I, _____, a Notary Public for the State of North Carolina, do hereby certify that Arbor Meadows, LLC, by its authorized signatories personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ___day of _____ 2022.

_____ (SEAL)
Notary Public for State of _____
My commission expires:_____
Print Name: _____

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)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

I, _____, a Notary Public for the State of South Carolina, do hereby certify that Lancaster County, by Steve Harper, its Chair, County Council, and Billy Mosteller, its Secretary, County Council personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ___day of _____ 2022.

_____ (SEAL)
Notary Public for State of _____
My commission expires:_____
Print Name: _____

Exhibit A

PROPERTY DESCRIPTION.

PARCEL 1

All that certain lot or parcel of land situate, lying, and being in Lancaster County, South Carolina, and more particularly described as follows: fronting and north of Pineview Drive (S•29-521), being shown, described and designated as Tract A containing 44.79 acres on plat of survey entitled "Plat of Boundary Survey for Palmetto Pointe of Lancaster County, LLC" prepared by Enfinger & Associates, PLS, dated June 5, 2007 and recorded in the Register of Deeds Office, Lancaster County, South Carolina as Plat No. 2007-824, which plat is incorporated herein and by reference made a part hereof.

Being the identical property conveyed to Palmetto Pointe Development of Lancaster County, LLC by Deed of Grace Contractors, Inc. dated July 12, 2007 in Deed Book 410, Page 22 in the Register of Deeds Office, Lancaster County, South Carolina.

PARCEL 2:

All those certain pieces, parcels or lots of land, lying, being and situate in Lancaster County, South Carolina, and more particularly described as follows: located on the north side of Pineview Drive, being shown, described and designated as Lots B, C, D, E, F, G, and H on plat of survey entitled "Plat of Boundary Survey for Palmetto Pointe of Lancaster County, LLC" prepared by Enfinger & Associates, PLS, dated June 5, 2007 and recorded in the Register of Deeds Office, Lancaster County, South Carolina in Plat Book 2007, Page 824, which plat is incorporated herein and by reference made a part hereof.

Being the identical property conveyed to Palmetto Pointe Development of Lancaster County, LLC by Deed of Richard R. Weisner, Jr., Melanie W. Brown, and Melissa W. Roach, dated April 23, 2018 and recorded April 23, 2018 in Deed Book 1134, page 1 in the Register of Deeds Office, Lancaster County, South Carolina.

Exhibit A-2

Plat

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 will be located in the Medium Density Residential (MDR) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district. Further, the Property will be developed under the Cluster Subdivision Overlay provisions of the UDO.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay 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 Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's 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 10, 2021.
      ii. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have not required offsite improvements at this time.
   b. Onsite Improvements:
      i. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have not required onsite improvements at this time.
      ii. *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.
      iii. *Traffic Calming:* None required
      iv. *Walkway Connections:* Developer shall install a pedestrian walkway connecting the Property to Pineview Drive, depicted in Exhibit A-2.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties, as required, and will install a sanitary sewer trunk line on the Property to connect to serve the Property via the existing sewer line outfall which flows to the Turkey Creek Pump Station, 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 Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

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

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

Exhibit B-1

Conceptual Site Plan

[Attached]

Exhibit C

Development Schedule

Years	Residential
1	46 units
2	46 units
Total	92 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 92 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, Arbor Land Holdings, LLC a North Carolina limited liability company, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2021-1769, approving this Development Agreement attached hereto as Exhibit E-1.
2. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-2.
3. 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-3.
4. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
5. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit E-1

Ordinance No. 2021-1769

[Ordinance Approving Development Agreement - Attached]

Exhibit E-2

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-3

The UDO

[**The UDO, updated to the effective date of the Ordinance 2021- 1769, will be signed by County and Developer, and maintained by Lancaster County Development Services**]

Exhibit E-4

Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

PROPOSAL: **SD-2021-0528**: Major Subdivision Preliminary Plat consisting of a single-family detached residential neighborhood. The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).

DA-2021-0528: Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development.

PROPERTY LOCATION: Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00)

CURRENT ZONING: Medium Density Residential (MDR) District

PROPOSED ZONING: MDR District / Cluster Subdivision Overlay District (CSO)

APPLICANT: Arbor Construction, LLC

COUNTY COUNCIL DISTRICT: District 5, Steve Harper

OVERVIEW:

Proposal
The applicant has requested to develop the subject 47.47-acre parcel as a 92-lot subdivision, pursuant to the Cluster Subdivision Overlay District (CSO) standards.

Site Information & Existing Condition
The subject parcel is currently vacant and wooded.

Summary of Adjacent Zoning and Uses
The subject parcel is surrounded by other parcels zoned MDR District, and is comprised of single-family dwellings generally on 100-foot wide or larger lots.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Single-Family Residential; Vacant
South	Lancaster County	MDR	Single-Family Residential
East	Lancaster County	MDR	Single-Family Residential
West	Lancaster County	MDR	Single-Family Residential

DEVELOPMENT SUMMARY:

Cluster Subdivision Overlay District (CSO)
Pursuant to UDO Section 4.4.1, the following general provisions apply to the Cluster Subdivision Overlay District:

Minimum Acreage: Pursuant to UDO Section 4.4.1.A, the minimum tract area for a cluster subdivision shall be 30 gross acres, shall consist of contiguous parcels, and must adjoin or have direct access to at least one collector street. As proposed, the site shall consist of a single 47.47-acre (42.93 highland) parcel, and connects to the Pineview Drive collector right-of-way.

Minimum Lot Area: Pursuant to UDO Section 4.4.1.B, the minimum lot area per dwelling unit within a cluster subdivision shall be 5,000 square feet. The smallest lot within the proposed subdivision shall be approximately 6,600 square feet.

Minimum Lot Width: Pursuant to UDO Section 4.4.1.C, in a cluster subdivision, where both central water and sewer services are available and adequate, the minimum lot width shall be 50'. The smallest lot width within the proposed subdivision shall be 55'.

Variety of Lot Sizes: Pursuant to UDO Section 4.4.1.D, individual lots in a cluster subdivision shall vary in size and layout. No more than 34% of the lots in a cluster subdivision shall have a single designated lot width. The proposed subdivision proposes the following lot sizes:

Lot Size	Number of Lots	Percentage of Subdivisions
55' x 120'	31	34%
65' x 125'	31	34%
75' x 130'	30	33%

Setbacks: Pursuant to UDO Section 4.4.1.E, the minimum front, rear, and side yard setbacks shall be 20', 30', and 7.5', respectively. The typical lot detail provided on the preliminary plat notes that these setbacks shall be met for each of the three lot types.

Open Space Requirement: Pursuant to UDO Section 4.4.1.F, no less than 25% of the site acreage, not including primary conservation areas, shall be set aside in perpetuity as open space. This same section establishes the formula by which the required open space shall be determined and, based upon that formula, 15.27 acres (32%) of the site is required to be set aside. The proposed subdivision would have 18.06 acres (38%) of open space in compliance with this requirement.

Maximum Density: Pursuant to UDO Section 4.4.1.G, the maximum number of dwelling units allowed per acre for a cluster subdivision shall not exceed the maximum for the residential use district in which it is located, as set forth in Chapter 2 of the UDO (2.5 dwelling units per acre). At this density, the 47.47-acre site would allow a total of 118 dwelling units, and only 92 are proposed.

Commercial Requirement: Pursuant to UDO Section 4.4.1.H, there shall be no required commercial within a cluster subdivision. No commercial uses are proposed as a part of the subdivision.

Required Improvements for all Development

Pursuant to UDO Section 6.3, paved streets, park/open space, street trees, and sidewalks are required for all development within the MDR District. The proposed preliminary plat provides for all of these with the exception of the street trees; however the following general note (#18) was provided:

> *Applicant to install street trees outside of 5' planting strip behind sidewalk. Street trees to be located 3-4' behind back of sidewalk either in the front yard of each lot, side yard of*

each lot or in a common open space area. Exact locations to be determined at construction documents to avoid conflicts with utilities and driveways.

This note is not only inconsistent with the location of the proposed planting strip as depicted on the preliminary plat, but also inconsistent with the Street Tree Planting Requirements set forth in UDO Section 7.1.3.A, with one canopy tree for every 40' of street frontage of all rights-of-way adjacent to the development.

Connectivity

Pursuant to UDO Section 6.4.3.A, all development for which new streets are being constructed shall be required to achieve a minimum connectivity index of 1.3 (segments/nodes). The development proposal includes eight segments, and six nodes for a connectivity index of 1.33 in compliance with the standard.

Transportation

As required by UDO Section 6.8, the applicant commissioned a Traffic Impact Analysis (TIA) from Impact Designs, LLC. The TIA looked at three locations relevant to the project (see below), and found that no improvements to mitigate the development's impact are necessary. The TIA was reviewed by SCDOT staff who concurred with those findings.

Intersections	Improvements
McIlwain Road and Pineview Drive	None Required
Cane Mill Road and Pineview Drive	
McIlwain Road and Hilton Way Road	

Public Utilities

The Lancaster County Water and Sewer District (LCWSD) has not provided any comments regarding this development proposal.

Public Schools

The Lancaster County School District (LCSD) has not provided any comments regarding this development proposal.

DEVELOPMENT AGREEMENT:

Pursuant to UDO Section 9.2.18.A.2, Development Agreements (DA) are required for all land development projects that wish to develop property utilizing the Cluster Subdivision Overlay District. The applicant has submitted the proposed DA enclosed with this staff report. The DA reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and TIA.

The DA must first be reviewed by the Planning Commission who is required to hold one public hearing. The second and final public hearing is tentatively scheduled to occur before County Council on December 13, 2021 (first reading of the ordinance).

PHOTOS OF PROJECT AREA:



Aerial photo of subject parcel and surrounding parcels



Looking north along Pineview Drive with subject parcel on left



Looking southeast from Pineview Drive access to subject parcel



Looking south from Hallman Road at subject parcel

STAFF RECOMMENDATION:

Staff recommends **conditional approval** of this Major Preliminary Subdivision Plat request subject to the condition that all outstanding TRC/Evolve comments are addressed, and based upon the following findings of fact:

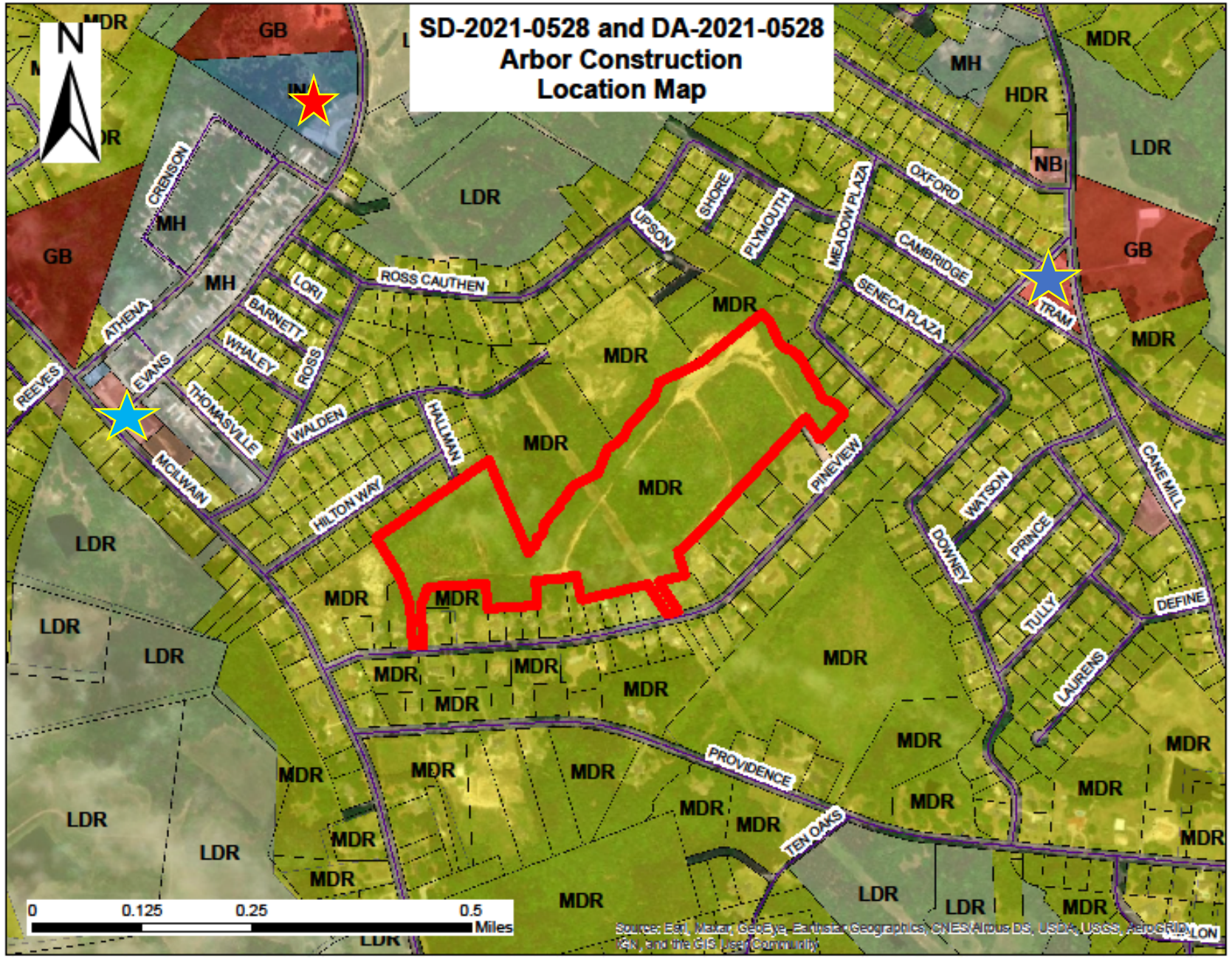
1. That the subject application involves parcel TM# 0087-00-105.00;
2. That the subject parcel is currently zoned MDR District, and is proposed to have MDR zoning with Cluster Subdivision Overlay District (CSO);
3. That the subject parcel has a Future Land Use Category of Transitional and a Community Types of Suburban Single-Family Neighborhood, Suburban Multi-Family Neighborhood, and Suburban Commercial Center;
4. That the proposal consists of a Preliminary Plat for a 92-lot Cluster Subdivision; and
5. That the proposed Cluster Subdivision shall comply with those specific Cluster Subdivision Overlay District provisions set forth in UDO Section 4.4.1.

ATTACHMENTS:

1. Preliminary Plat Application
2. Location Map/ Zoning Map
3. Preliminary Plat
4. TIA and Consultant Memo
5. TRC/Evolve Comments

STAFF CONTACT:

Robert Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394



Lancaster County
South Carolina

Proposal:
Preliminary Plat 92 lots

Legend:

Subject Property

Smokerise Custom Exhaust

Beacon Baptist Church

Country Corner Grocery

ARBOR MEADOWS
PRELIMINARY PLAT
LOCATED IN
LANCASTER COUNTY, SOUTH CAROLINA

INDEX OF SHEETS

SHEET NO.	SHEET NAME	ORIGINAL DATE	REVISED DATE
COVER	COVER SHEET	09/30/2021	
INDEX	INDEX SHEET	09/30/2021	
1 OF 2	PRELIMINARY PLAT	09/30/2021	
2 OF 2	PRELIMINARY PLAT	09/30/2021	



VICINITY MAP 1" = 2,000 FT

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com

ENGINEERING FIRM: ESP ASSOCIATES, INC.
ADDRESS: 3475 LAKEMONT BLVD. FORT MILL, SC 29708
PHONE: (803) 802-2440
FAX: (802) 802-2515
CONTACT: PETER TATGE, AICP

DEVELOPER: ARBOR CONSTRUCTION, LLC
ADDRESS: 4119-I ROSE LAKE DRIVE CHARLOTTE, NC 28217
PHONE: (704) 542-5833
FAX:
CONTACT: MR. JEFF JERNIGAN

REVIEW AGENCY: LANCASTER COUNTY PLANNING DEPARTMENT ADMINISTRATION BUILDING 101 NORTH MAIN STREET PO BOX 1809 LANCASTER, SC 29720
PHONE: 803-285-6005

ADJACENT PROPERTY OWNERS

	PARCEL #	OWNER	MAILING ADDRESS	CITY	STATE	ZIP CODE	ZONING TYPE	LAND USE
1	0102C-0D-023.00	NICHOLAS DILLON THOMPSON	2570 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
2	0102C-0D-024.00	ROBET L. BRADLEY	2590 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
3	0102C-0D-019.00	MICHAEL P. & JUDITH R. HIRTLE	2604 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
4	0102C-0D-018.00	DAVID F. VOGHT & VOGHT SHARON A ELLIOTT	2618 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
5	0102C-0D-017.00	MELISSA W. ROACH	2636 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
6	0102C-0D-016.00	ROGER GLENN & ANNE G. HAYES	2656 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
7	0102C-0D-015.00	MARY LANA ROBINSON	2676 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
8	0102C-0D-014.00	ARTHUR R. & PATRICIA A. WRIGHT	2684 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
9	0102C-0D-013.00	WINDEL J. SCOTT & GINA J. ESQUER	2694 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
10	0102C-0D-012.01	CLAYTON GORE	PO BOX 1122	LANCASTER	SC	29721	MDR	VETERAN EXEMPT
11	0102C-0D-012.00	PATRICIA J DEESE	2710 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
12	0102C-0D-011.00	SUSAN M. CLEMMER	2722 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
13	0102C-0D-010.00	MICHELLE R. MARTIN	2732 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
14	0102C-0D-009.00	PRATT M. MCILWAIN	2740 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
15	0102C-0D-008.00	RUSSELL & MARILYN DENISE DAWKINS	PO BOX 3132	LANCASTER	SC	29721	MDR	RESIDENTIAL
16	0102C-0D-006.00	JOHN E. & RANED D. STROUD	2764 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
17	0102C-0D-005.00	DEAN W. & BETTY J. WEST	2776 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
18	0102C-0D-003.00	CROLYN M. THOMAS	2796 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
19	0102C-0D-001.00	COOPER WLLIAM BOYD & PEGGY SU	1467 MCILWAIN RD	LANCASTER	SC	29720	MDR	RESIDENTIAL
20	0102B-0B-007.00	PMELA M. TAYLOR	2047 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
21	0102B-0B-008.00	RONALD SCOTT JAMES	2039 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
22	0102B-0B-009.00	KANISHA REBECCA BRACE	2031 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
23	0102B-0B-010.00	GRIGGS GRIFFIN	2021 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
24	0102B-0B-011.00	WILLIAM ATWOOD JR. & KAREN BIBB GURGANUS	2013 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL (NRN)
25	0102B-0B-012.00	DANIEL TWEED	2005 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
26	0102B-0B-013.00	TAIWANA GORDON	2102 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
27	0087-00-099.00	DAVID J. ALLEN	2039 WALDEN ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL (NRN)
28	0087-00-102.00	JARVIS DRIGGERS	2226 ROSS CAUTHEN RD	LANCASTER	SC	29720	MDR	RESIDENTIAL (NRN)
29	0087N-01-001.00	MICHAEL G. WILLIAMS	BOX 1146	LANCASTER	SC	29721	MDR	AGRICULTURAL
30	0087N-0D-016.00	JASON M. BRUCE	2478 MEADOW PLAZA DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
31	0087N-0D-015.00	CORETTA D. WASHINGTON	2490 MEADOW PLAZA DR	LANCASTER	SC	29721	MDR	RESIDENTIAL
32	0087N-0D-014.00	CHARLIE W. & MARY P. HINSON	2498 MEADOW PLAZA DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
33	0087N-0D-013.00	MARCUS B. CURETON	2508 MEADOW PLAZA DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
34	0087N-0D-012.00	MARY DUNCAN	2518 MEADOW PLAZA DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
35	0087N-0D-011.00	SANDRA L. KUCHERBROD	2524 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL (NRN)



BASE INFORMATION
BASE INFORMATION OBTAINED FROM SURVEYS BY ESP ASSOCIATES, INC., TITLED "BOUNDARY SURVEY PALMETTO PROPERTY PID: 0087-00-105.00 (47.47 ACRES)" COMPLETED JUNE 9, 2021

TOPOGRAPHIC INFORMATION
TOPOGRAPHY DEPICTED ON PRELIMINARY PLAN OBTAINED FROM LIDAR DATA FROM SCDNR AND IS SHOWN AT 2' INTERVALS.

STREAM AND WETLAND INFORMATION
STREAM AND WETLAND INFORMATION OBTAINED FROM SURVEY BY ESP ASSOCIATES, INC., TITLED "BOUNDARY SURVEY PALMETTO PROPERTY PID: 0087-00-105.00 (47.47 ACRES)" COMPLETED JUNE 9, 2021 AND FROM FIELD MAP BY NEWKIRK ENVIRONMENTAL, INC. TITLED "PALMETTO TRACT, LANCASTER COUNTY, SC, PROJECT # 01-4755a" PREPARED FOR ARBOR CONSTRUCTION, LLC. DATED APRIL 30, 2021.

ROAD IMPROVEMENTS
NO ADDITIONAL TRAFFIC IMPROVEMENTS ARE PROPOSED OR REQUIRED BY SCDOT AS A RESULT OF THIS PROPOSED 92 LOT RESIDENTIAL SUBDIVISION.

OFF SITE UTILITY IMPROVEMENTS
FINAL ALIGNMENT OF ALL OFF SITE UTILITY IMPROVEMENTS TO BE DETERMINED DURING DESIGN PHASE IN COORDINATION WITH LCWSD.

TOTAL OPEN SPACE PROVIDED
TOTAL COMMON OPEN SPACE PROVIDED INCLUDES PROPERTY BUFFERS, NATURAL AREAS, POCKET PARKS, & AMENITY AREAS

811 Know what's below. Call before you dig.

GRAPHIC SCALE
200' 0 100' 200' 400' 800'
(IN FEET)
1 INCH = 200 FT.

NORTH ORIENTED TO SC GRID

PARKING

REQUIRED:	138 PARKING SPACES REQUIRED (1.5 PARKING SPACES PER THREE AND FOUR FAMILY UNIT X 92 UNITS)
PROVIDED:	184 PARKING SPACES (2 PARKING SPACES PER THREE AND FOUR FAMILY UNIT X 92)

* ADDITIONAL 31 ON-STREET PARKING SPACES ARE PROVIDED ON THIS PLAN.

DEVELOPMENT DATA:

ZONING:	
EXISTING:	MDR
TO BE DEVELOPED AS:	MDR (CSOD)
TOTAL ACREAGE:	± 47.47 ACRES
STREAM / WETLAND BUFFER ACREAGE:	± 4.54 ACRES
RESIDENTIAL ACREAGE:	± 42.93 ACRES
TAX MAP NUMBERS:	0087-00-105.00
LOCATION:	LANCASTER COUNTY, SC
PROPOSED USE:	SINGLE-FAMILY RESIDENTIAL
TOTAL HOME SITES:	92 HOME SITES
TYPICAL HOME SITE SIZES:	
55' X 120' HOME SITES	31 HOME SITES (33.67%)
65' X 125' HOME SITES	31 HOME SITES (33.67%)
75' X 130' HOME SITES	30 HOME SITES (32.61%)
MAXIMUM DENSITY ALLOWED:	2.50 DU/AC
PROPOSED DENSITY:	1.93 DU/AC
CONNECTIVITY RATIO (LINKS & NODES):	
REQUIRED:	1.3 (LINKS/NODES)
PROVIDED:	1.3 (8 LINKS /6 NODES)
TOTAL OPEN SPACE SET ASIDE:	
REQUIRED:	± 15.27 ACRES (32%)
PROVIDED:	± 18.06 ACRES (38%)*
PRIMARY CONSERVATION AREAS:	± 4.54 ACRES**

TOTAL OPEN SPACE SET ASIDE = TOTAL PARCEL MINUS PRIMARY CONSERVATION AREAS MULTIPLIED BY OPEN SPACE PERCENTAGE THEN ADDED TO PRIMARY CONSERVATION AREAS
TO = ((TP-PC)OSP)+PC
TO = TOTAL OPEN SPACE
TP = TOTAL PARCEL (ACRES)
PC = PRIMARY CONSERVATION AREA (ACRES)
OSP = OPEN SPACE PERCENTAGE (25% OF SITE ACREAGE EXCLUDING PC)
TO = ((47.47 - 4.54) .25) + 4.54
TO = 15.27 (32%) REQUIRED ACRES OF TOTAL OPEN SPACE SET ASIDE

* TOTAL PROVIDED OPEN SPACE SET ASIDE EXCLUDING PRIMARY CONSERVATION AREAS IS 13.52 ACRES
** PRIMARY CONSERVATION AREAS INCLUDE WETLANDS, SURFACE WATERS AND STREAM CHANNELS.

MDR (CSOD) TYPICAL HOME SITE STANDARDS:

MINIMUM HOME SITE SIZE:	6,600 SQUARE FEET
MINIMUM HOME SITE WIDTH:	55'
MINIMUM HOME SITE DEPTH:	120'
SETBACKS:	
FRONT SETBACK:	20'
SIDE SETBACK:	7.5'
SIDE / CORNER SETBACK:	15'
REAR SETBACK:	30'
MAXIMUM BUILDING HEIGHT:	35'

GENERAL NOTES:
1. PRELIMINARY PLAT IS SUBJECT TO MINOR REVISIONS DURING THE DESIGN PROCESS AS MAY BE REQUIRED.
2. SEE SHEETS 3 AND 4 FOR DETAILED HOME SITE DIMENSIONS.
3. APPLICANT TO PROVIDE AND INSTALL ROAD SIGNS FOR THIS SUBDIVISION.
4. MAIL BOX KIOSKS SHALL CONFORM TO THE REQUIREMENTS OF THE UNTIED STATES POSTAL SERVICE (USPS). PROPOSED MAIL BOX KIOSKS TO BE LOCATED TO NEAREST PUBLIC STREET ACCESS. EXACT LOCATIONS AND DESIGN TO BE PROVIDED AT CONSTRUCTION DOCUMENT PHASE.
5. DEVELOPER AGREES TO GRANT EASEMENT OVER PRIVATE STREET ROAD R/W AFTER CONSTRUCTION TO LCWSD FOR ACCESS TO WATER AND SEWER INFRASTRUCTURE.
6. ALTHOUGH STREETS SHALL BE PRIVATE; WATER, SEWER, AND HYDRANTS SHALL BE PUBLIC AND MAINTAINED BY LCWSD.
7. PROPOSED LOCATIONS OF WATER AND SEWER LINES SHOWN ON PRELIMINARY PLAN ARE PRELIMINARY AND HAVE NOT BEEN DESIGNED. DESIGN AND DETAILS OF WATER AND SEWER SYSTEMS SHALL BE PROVIDED DURING CONSTRUCTION DOCUMENT PHASE.
8. ROAD GRADING AND PROFILES TO BE DETERMINED DURING CONSTRUCTION DOCUMENT PHASE.
9. SITE GRADING, CUT, AND FILL TO BE DETERMINED DURING CONSTRUCTION DOCUMENT PHASE.
10. DETAILED LANDSCAPE PLANTING PLANS, OUTLINING LANDSCAPING AND BUFFER PLANTINGS TO BE PROVIDED DURING CONSTRUCTION DOCUMENT PHASE.
11. LOCATION AND SIZE OF POTENTIAL STORMWATER MANAGEMENT AREAS ARE CONCEPTUAL AND PRELIMINARY AND STILL NEED TO BE DETERMINED. THE EXACT SIZE AND LOCATION OF THESE AREAS SHALL BE DETERMINED DURING CONSTRUCTION DOCUMENT PHASE.
12. SIGNAGE AND MONUMENTATION DETAILS, INCLUDING SIZING AND LOCATIONS, SHALL BE DETERMINED UPON THE SUBMITTAL OF CONSTRUCTION DOCUMENTS. MONUMENTATION AND SIGNAGE TO BE PERMITTED SEPARATELY. MONUMENTATION TO BE INSTALLED OUTSIDE OF SIGHT TRIANGLES & SIGHT DISTANCE LINES.
13. STREET SIGNS TO BE CONSISTENT WITH SCDOT DETAILS OR APPROVED EQUIVALENT. DECORATIVE STREET SIGNS MAY BE INSTALLED AS LONG AS THEY MEET OR EXCEED THE MINIMUM SPECIFICATIONS ESTABLISHED BY SCDOT.
14. SIGHT DISTANCE PLAN & PROFILES TO BE PROVIDED AT CONSTRUCTION DOCUMENT PHASE FOR PROJECT ENTRANCE AS REQUESTED BY SCDOT.
15. PROPOSED SEWER EASEMENTS SHALL HAVE NO STEEPER THAN 4:1 SLOPE AS REQUESTED BY LCWSD.
16. SANITARY SEWER MANHOLES THAT ARE LOCATED IN FLOODPLAIN TO BE WATER TIGHT.
17. FIRE HYDRANTS TO BE SPACED 500' MINIMUM FROM ANY STRUCTURE AND INSTALLED TO ENSURE THAT EACH PHASE OF CONSTRUCTION OF DEVELOPMENT HAS ADEQUATE HYDRANT PROTECTION. PHASING TO BE DETERMINED AT CONSTRUCTION DOCUMENTATION PHASE, HYDRANT LOCATIONS TO BE ADJUSTED TO PROVIDE COVERAGE BASED ON PHASING.
18. APPLICANT TO INSTALL STREET TREES OUTSIDE OF 5' PLANTING STRIP BEHIND SIDEWALK. STREET TREES TO BE LOCATED 3-4' BEHIND BACK OF SIDEWALK EITHER IN THE FRONT YARD OF EACH LOT, SIDE YARD OF EACH LOT OR IN A COMMON OPEN SPACE AREA. EXACT LOCATIONS TO BE DETERMINED AT CONSTRUCTION DOCUMENTS TO AVOID CONFLICTS WITH UTILITIES AND DRIVEWAYS.
19. EXACT LOCATION OF SITE ACCESS POINTS TO BE VERIFIED BY SCDOT DURING ENCROACHMENT PERMITTING PROCESS.
20. ALL PUBLIC STREETS SHALL BE PRIVATELY MAINTAINED.
21. ADA RAMPS TO BE DESIGNED TO SCDOT STANDARDS. LOCATIONS AND DESIGN TO BE PROVIDED AT CONSTRUCTION DOCUMENT PHASE.
22. PER UDO SECTION 4.4.1.I.9, BUILDING SHALL BE CONSTRUCTED USING QUALITY FINISH MATERIALS (I.E., BRICK, MASONRY, STONE, CONCRETE SIDING, OR STUCCO). VINYL SIDING IS PERMISSIBLE IF IN COMBINATION WITH OTHER BUILDING MATERIALS.
23. PROPOSED PEDESTRIAN NATURAL TRAIL LOCATIONS AND DETAIL DEPICTED ON PLANS ARE CONCEPTUAL & SUBJECT TO CHANGE. NATURAL TRAIL LOCATIONS AND DESIGN TO BE PROVIDED DURING CONSTRUCTION DOCUMENT PHASE.
24. COMPREHENSIVE TRAFFIC CALMING PROGRAM SHALL BE DEVELOPED DURING THE CONSTRUCTION DOCUMENT PHASE.
25. 50' BUFFER SHALL BE REQUIRED ON THE FRONTAGE OF ALL EXISTING PUBLIC STREETS. WHERE THERE IS INSUFFICIENT NATURAL VEGETATION TO PROVIDE A VISUAL BUFFER FOR PRINCIPAL STRUCTURES, PLANTINGS SHALL BE INSTALLED BY THE DEVELOPER. A MINIMUM OF 25 PERCENT OF TREES AND 75 PERCENT OF THE SHRUBS SHALL BE EVERGREENS. EXISTING AND NATURAL VEGETATION SHALL BE RETAINED WHEREVER POSSIBLE AND SHALL COUNT TOWARDS MEETING THE BUFFER REQUIREMENTS.
26. PROPOSED OFFSITE SANITARY SEWER TIES INTO EXISTING SEWER LINE OUTFALL WHICH FLOWS TO THE TURKEY CREEK PUMP STATION.
27. POSSIBLE WATER EXTENSION ALONG PINEVIEW DRIVE MAY BE REQUIRED TO SERVE SITE.

PHASING
1. THE DEVELOPER ANTICIPATES DEVELOPING THE COMMUNITY IN 2 PHASES WHICH WILL BE MORE READILY DEFINED DURING THE CONSTRUCTION DOCUMENT DESIGN PHASE ONCE FINAL GRADING, EARTHWORK AND WATER/ SEWER FACILITIES ARE PROPERLY DESIGNED AND LOCATED. PHASES MAY CHANGE ONCE THIS INFORMATION IS COMPLETED AND PROVIDED.

AMENITIES AND OPEN SPACE
1. THE DEVELOPER SHALL PROVIDE COMMON OPEN SPACE AND AMENITIES IN AREAS AS GENERALLY DEPICTED ON THE PRELIMINARY PLAT.
2. COMMON OPEN SPACE SHALL BE RECORDED AND DEEDED TO THE HOMEOWNERS ASSOCIATION FOR THE ARBOR MEADOWS COMMUNITY.
3. AMENITY AREA PROGRAM SHALL CONSIST OF A COMBINATION OF ANY OF THE FOLLOWING COMPONENTS; POCKET PARKS, A PICNIC PAVILION, A DOG PARK AREA, VARIOUS SOFT SURFACE TRAILS AND AS SPACE PERMITS A NEIGHBORHOOD GREEN AREA. SPECIFIC DESIGN DETAILS OF THE AMENITY AREAS AND POCKET PARKS WILL BE DETERMINED AT THE CONSTRUCTION DOCUMENT DESIGN PHASE.
4. SOFT SURFACE TRAILS HAVE BEEN PRELIMINARILY LOCATED FOR USE BY THE RESIDENTS WITHIN THE ARBOR MEADOWS COMMUNITY IN AREAS SHOWN ON THE PRELIMINARY PLAT. TRAIL AREAS SHALL BE MORE SPECIFICALLY DEFINED DURING THE CONSTRUCTION DOCUMENT DESIGN PHASE, ONCE FINAL GRADING AND ENVIRONMENTAL PERMITTING IS UNDERTAKEN.
5. GRADING SHALL BE PERMITTED IN PROJECT'S PERIMETER BUFFER. SUPPLEMENTAL PLANTING SHALL MEET MINIMUM ORDINANCE REQUIREMENTS AT TIME OF APPROVAL AND SHALL BE PROVIDED IN AREAS WHERE GRADING OCCURS WITHIN BUFFER. FENCING MAY ALSO BE UTILIZED AS A SOURCE FOR SCREENING IN REQUIRED BUFFER AREAS WHERE EXISTING VEGETATION DOES NOT EXIST OR MAY BEEN CLEARED DUE TO SITE DEVELOPMENT ACTIVITY.

STATE OF SOUTH CAROLINA — 378-C — ESPASSOCIATES.NET — CERTIFICATE OF AUTHORIZATION

REGISTERED LANDSCAPE ARCHITECT — State of South Carolina — No. 1127 — MATTHEW W. MANDUJ

NO.	DATE	REVISION	BY

COVER SHEET
ARBOR MEADOWS PRELIMINARY PLAT
LANCASTER COUNTY, SC
ARBOR CONSTRUCTION, LLC

PROJECT INFORMATION

PROJECT MANAGER:	PT
DESIGNED BY:	JB
DRAWN BY:	JB
PROJECT NUMBER:	JM12.100
ORIGINAL DATE:	09/30/2021

SHEET: **COVER**

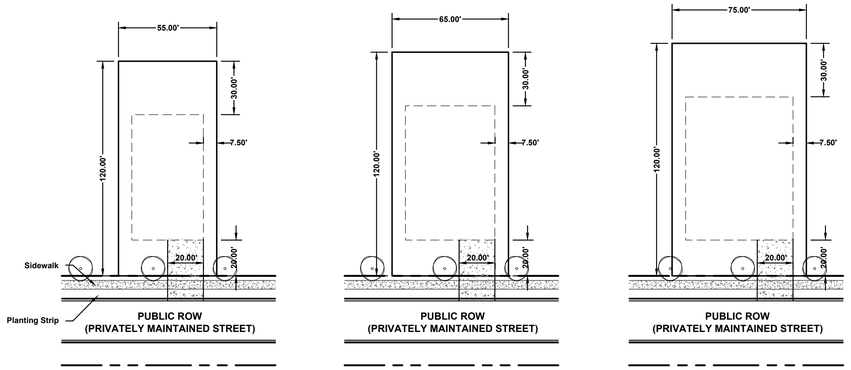
P:\2021 Projects (J)\JM12 - Palmetto Property (Arbor Construction)\Submittal Working Drawings\Preliminary Plat Set\Sheets\JM12-Palmetto Property - COVER SHEET.dwg, COVER SHEET, jbenal

ROAD NAMES & LENGTHS:

ROAD NAMES:	CLASSIFICATION:	LENGTH:
HALMAN ROAD	COLLECTOR RESIDENTIAL STREET	± 2,730 LF
VALE STREET	LOCAL RESIDENTIAL STREET	± 1,864 LF
SHIVA COURT	LOCAL RESIDENTIAL STREET	± 316 LF
DEER COURT	LOCAL RESIDENTIAL STREET	± 246 LF
TOTAL LENGTH OF PROPOSED ROADS:		± 5,156 LF

TOTAL LOTS	92
55' x 120' LOTS	31 (34%)
65' x 125' LOTS	31 (34%)
75' x 130' LOTS	30 (33%)

TYPICAL LOT DETAILS
(NOT TO SCALE)



55' x 120' Lot
NTS

Setbacks:
F: 20'
S: 7.5'
CS: 15'
R: 30'

65' x 125' Lot
NTS

Setbacks:
F: 20'
S: 7.5'
CS: 15'
R: 30'

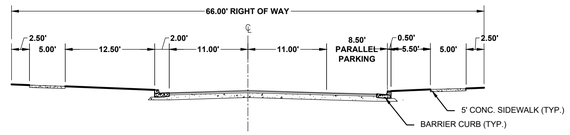
75' x 130' Lot
NTS

Setbacks:
F: 20'
S: 7.5'
CS: 15'
R: 30'

Know what's below. Call before you dig.

PAVEMENT DESIGN

2.0" TYPE C SURFACE COURSE
4.0" TYPE C INTERMEDIATE COURSE
8.0" A.B.C.

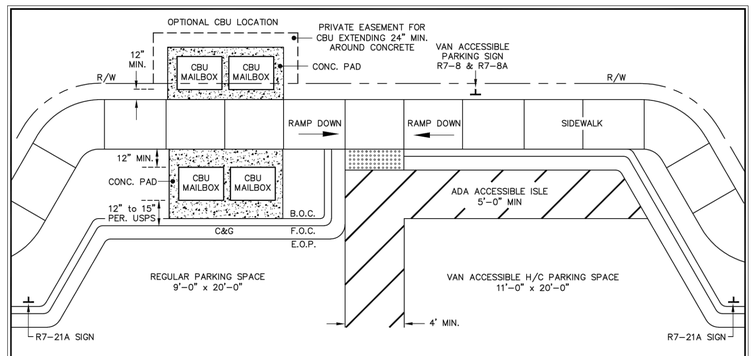


NOTES:

1. NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING
2. PAVEMENT SECTION SHALL BE GREATER AS SHOWN OR AS DETERMINED BY CBR ANALYSIS
3. DETAILED DRAINAGE CALCULATIONS REQUIRED
4. ROADSIDE DITCHES SHALL BE LINED WITH NORTH AMERICAN GREEN SC 150BN OR APPROVED EQUAL
5. ROAD SHALL BE A MINIMUM OF 26 FEET OF STREET PAVEMENT WIDTH FOR THE 20 FEET BEFORE AND AFTER EACH FIRE HYDRANT.

PROPOSED 66' COLLECTOR PUBLIC / PRIVATE RIGHT OF WAY
HALLMAN ROAD / VALE STREET / SHIVA COURT / ROAD A
STREET SECTION

NOT TO SCALE

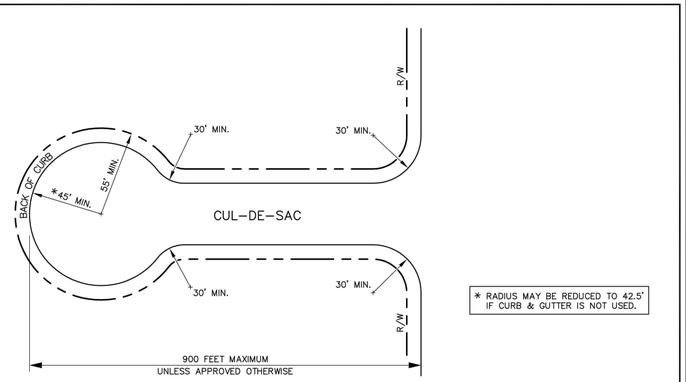


NOTES:

1. CBU SHALL CONTAIN NO MORE THAN A TOTAL OF 26 MAIL RECEPTACLES.
2. LOCATE CBU ON PROPERTY LINE OR NEAR COMMON AREAS, IF POSSIBLE.
3. MAXIMUM HEIGHT OF CBU SHALL BE 62".
4. CBU SHALL NOT BE LOCATED NEAR UTILITY LINES, WATER METERS, OR CLEAN-OUTS.
5. ACCESS TO CBU BY RESIDENCES SHALL BE BY SIDEWALK SIDE ONLY.
6. ACCESSIBLE SPACE SHALL HAVE LONGITUDINAL AND TRANSVERSE SLOPES NOT EXCEEDING 2%
7. R7-21A SGIN SHALL READ "MAIL PARKING, 15 MINUTE LIMIT".

Lancaster County South Carolina

EFFECTIVE DATE	REVISIONS:	CLUSTER BOX UNIT (CBU) MAILBOX - TYPE II	DETAIL No.
11/26/2016			R13 SHEET 1 OF 1



* RADIUS MAY BE REDUCED TO 42.5' IF CURB & GUTTER IS NOT USED.

EFFECTIVE: XX/XX/XX

RESIDENTIAL CUL-DE-SAC DIMENSIONS — DETAIL No. R11 SHEET 1 OF 1

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com

STATE OF SOUTH CAROLINA — 378-C — ESP ASSOCIATES, P.A. — CERTIFICATE OF AUTHORIZATION

Registered Landscape Architect — State of South Carolina — No. 1127 — MATTHEW W. MANDA

NO.	DATE	REVISION	BY

INDEX SHEET

ARBOR MEADOWS
PRELIMINARY PLAT
LANCASTER COUNTY, SC

ARBOR CONSTRUCTION, LLC

PROJECT INFORMATION	
PROJECT MANAGER:	PT
DESIGNED BY:	JB
DRAWN BY:	JB
PROJECT NUMBER:	JM12.100
ORIGINAL DATE:	09/30/2021

SHEET: **INDEX**

P:\2021 Projects (J)\JM12 - Palmetto Property (Arbor Construction)\Submittal Working Drawings\Preliminary Plat Set\Sheets\JM12-Palmetto Property - COVER SHEET.dwg, INDEX SHEET, jbernal

LINE SYMBOL LEGEND

NOT TO SCALE

- PROP. PROPERTY BOUNDARY
- EXIST. ADJACENT PROPERTY
- EXIST. TOPOGRAPHY
- EXIST. 100 YEAR FLOODPLAIN
- EXIST. FLOODWAY
- EXIST. LAKE / POND
- EXIST. CENTER CHANNEL
- EXIST. TOP OF BANK
- EXIST. WATER LINE
- EXIST. RIGHT OF WAY
- EXIST. ROAD PAVEMENT
- EXIST. WETLAND
- PROP. STREAM / WETLAND BUFFER
- PROP. LANDSCAPE BUFFER
- PROP. COMMON OPEN SPACE
- PROP. SOFT SURFACE PED. TRAIL
- PROP. WATER ESMT.
- PROP. SEWER LINE & MANHOLE
- PROP. STORM ESMT.
- PROP. STORM LINE & DRAIN
- PROP. LOT LINE
- PROP. SETBACK
- PROP. RIGHT OF WAY
- PROP. SIGHT TRIANGLE
- PROP. SIGHT DISTANCE
- PROP. SIDEWALK
- PROP. WATER LINE
- PROP. BACK OF CURB
- PROP. EDGE OF PVMT
- PROP. FIRE HYDRANT

SEE SHEET 2 MATCHLINE

EXIST. HALLMAN ROAD (TYP.)

PROP. WATER LINE TO TIE TO EXISTING WATER LINE THAT CONNECTS TO EVANS DRIVE. FINAL ALIGNMENT AND WATER LINE SIZE TO BE DETERMINED DURING DESIGN PHASE. (TYP.)

HALLMAN ROAD (SR 529) (66' R/W) PB —— E/P —— 19.97'

N55° 14' 59"E 204.35'

PROP. HALMAN ROAD EXTENSION (TYP.)

50' STREAM CHANNEL BUFFER (TYP.)

EXIST "THE LINE" CREEK AT PROPERTY BOUNDARY (TYP.)

PROP. STORMWATER CB (TYP.)

PROP. 20' STORM EASEMENT (TYP.)

PROP. STORM LINE (TYP.)

PROP. SCM FES (TYP.)

PROP. SANITARY SEWER MH (TYP.)

PROP. STANDARD PARALLEL PARKING (TYP.)

PROP. MAIL KIOSK (TYP.)

PROP. ADA PARALLEL PARKING (TYP.)

PROP. SANITARY SEWER PIPE (TYP.)

PROP. STORMWATER CB (TYP.)

PROP. STORM LINE (TYP.)

PROP. 20' STORM EASEMENT (TYP.)

PROPERTY LINE (TYP.)

20' SIDE

88 — 10,026 SF — 130.00' — 89.64' — 74.19'

87 — 10,815 SF — 130.00' — 104.63' — 60.46'

86 — 9,750 SF — 130.00' — 75.00'

85 — 9,750 SF — 130.00' — 75.00'

84 — 11,579 SF — 130.00' — 89.17'

PROP. 25'X25' SIGHT TRIANGLE (TYP.)

82 — 10,400 SF — 75.00' — 133.78'

83 — 11,186 SF — 130.11' — 171.39'

81 — 9,930 SF — 107.12' — 78.29' — 114.77'

89 — 9,750 SF — 130.00' — 75.00'

90 — 9,750 SF — 130.00' — 75.00'

91 — 9,750 SF — 130.00' — 75.00'

92 — 9,596 SF — 130.00' — 74.38' — 120.04'

HALLMAN ROAD (66' PUBLIC R/W - PRIVATELY MAINTAINED)

PROP. WATER QUALITY AREA

COMMON OPEN SPACE/ TREE RETENTION AREA (TYP.)

S21° 29' 32"E 0.45'

S82° 44' 11"E 9.91'

S29° 32'E 600.62'

PROP. SOFT SURFACE TRAIL (TYP.)

PROP. SCM FES (TYP.)

PROP. STORM LINE (TYP.)

PROP. WATER QUALITY AREA

50' STREAM CHANNEL BUFFER (TYP.)

EXIST "THE LINE" CREEK AT PROPERTY BOUNDARY (TYP.)

PROP. STORMWATER CB (TYP.)

PROP. 20' STORM EASEMENT (TYP.)

20' SIDE

72 — 7,069 SF — 69.00' — 120.00' — 72.51'

71 — 6,600 SF — 120.00' — 55.00'

70 — 6,600 SF — 120.00' — 55.00'

69 — 6,600 SF — 120.00' — 55.00'

68 — 6,600 SF — 120.00' — 55.00'

67 — 6,600 SF — 120.00' — 55.00'

66 — 6,600 SF — 120.00' — 55.00'

50.11'

EXIST. POWER POLE (TYP.)

EXIST. ELECTRICAL EASEMENT (TYP.)

EXIST. OVERHEAD POWER LINE (TYP.)

80 — 8,403 SF — 125.00' — 65.00'

79 — 8,506 SF — 125.00' — 67.49'

78 — 8,144 SF — 125.00' — 65.18'

77 — 11,380 SF — 125.00' — 51.15' — 41.37'

DEER COURT (66' PUBLIC R/W - PRIVATELY MAINTAINED)

PROP. WATER LINE (TYP.)

PROP. HYDRANT (TYP.)

PROP. SANITARY SEWER MH (TYP.)

N29° 41' 45"W 232.67'

N19° 40' 00"W 112.47'

PROP. 20' STORM EASEMENT (TYP.)

PROP. STORM LINE (TYP.)

PROP. STORMWATER CB (TYP.)

65.01'

S86° 24' 23"W 100.05'

PROP. HYDRANT (TYP.)

PROP. BARRIER CURB (TYP.)

PROP. PLANTING STRIP, WIDTH VARIES (TYP.)

PROP. 5' SIDEWALK (TYP.)

S03° 35' 37"E 349.96'

S86° 31' 31"W 141.01'

PROP. WATER LINE (TYP.)

PROP. HYDRANT (TYP.)

PROP. BARRIER CURB (TYP.)

PROP. PLANTING STRIP, WIDTH VARIES (TYP.)

PROP. 5' SIDEWALK (TYP.)

PROP. SANITARY SEWER PIPE (TYP.)

PROP. SANITARY SEWER MH (TYP.)

PROP. STANDARD PARALLEL PARKING (TYP.)

S03° 28' 31"E 150.64'

N17° 20' 14"W 147.47'

76 — 8,162 SF — 125.00' — 65.00'

75 — 8,125 SF — 125.00' — 65.00'

74 — 8,125 SF — 125.00' — 65.00'

73 — 8,125 SF — 125.00' — 65.00'

65 — 6,600 SF — 120.00' — 55.00'

64 — 6,600 SF — 120.00' — 55.00'

63 — 6,600 SF — 120.00' — 55.00'

62 — 6,600 SF — 120.00' — 55.00'

61 — 6,600 SF — 120.00' — 55.00'

S86° 21' 02"W 99.59'

S86° 21' 40"W 99.52'

S86° 41' 06"W 100.74'

S77° 47' 30"W 99.09'

S77° 11' 33"W 81.

SEE SHEET 2 MATCHLINE

20' WATER LINE LINE (TYP.)

20' WATER LINE EASEMENT (TYP.)

PROP. PEDESTRIAN SOFT SURFACE TRAIL ACCESS TO SUBDIVISION (TYP.)

N03° 36' 27"W 200.34'

S03° 35' 03"E 200.00'

50' FRONTAGE LANDSCAPE BUFFER (TYP.)

PROP. 6" WATER LINE TO TIE INTO EXIST. EXISTING WATER LINE TO BE UPGRADED ALONG PINEVIEW DRIVE.

FINAL ALIGNMENT AND WATER LINE SIZE TO BE DETERMINED DURING DESIGN PHASE. (TYP.)

PINEVIEW DR (66' R/W - PUBLIC ROAD)

E/P

PINEVIEW DRIVE SR# 529-521 (66' PUBLIC R/W) PB 16023

EXIST. OVERHEAD POWER LINE (TYP.)

EXIST. POWER POLE (TYP.)

NORTH ORIENTED TO SC GRID

GRAPHIC SCALE

60' 0 30' 60' 120' 240'

(IN FEET)

1 INCH = 60 FT.

Know what's below. Call before you dig. 811

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com

STATE OF SOUTH CAROLINA — 378-C — ESP ASSOCIATES, INC. — CERTIFICATE OF AUTHORIZATION

State of South Carolina — REGISTERED LANDSCAPE ARCHITECT — No. 1127 — MATTHEW W. MANOLA

NO.	DATE	REVISION	BY
1			

PRELIMINARY PLAT

ARBOR MEADOWS PRELIMINARY PLAT

LANCASTER COUNTY, SC

ARBOR CONSTRUCTION, LLC

PROJECT INFORMATION	
PROJECT MANAGER:	PT
DESIGNED BY:	JB
DRAWN BY:	JB
PROJECT NUMBER:	JM12.100
ORIGINAL DATE:	09/30/2021

SHEET: 1 OF 2

P:\2021 Projects (J)\JM12 - Palmetto Property (Arbor Construction)\Submittal Working Drawings\Preliminary Plat Set\Sheets\JM12-Palmetto Property - PRELIMINARY PLAT.dwg, SHEET 1 OF 2, jbarrall

LINE SYMBOL LEGEND

NOT TO SCALE

- PROP. PROPERTY BOUNDARY
- EXIST. ADJACENT PROPERTY
- EXIST. TOPOGRAPHY
- EXIST. 100 YEAR FLOODPLAIN
- EXIST. FLOODWAY
- EXIST. LAKE / POND
- EXIST. CENTER CHANNEL
- EXIST. TOP OF BANK
- EXIST. WATER LINE
- EXIST. RIGHT OF WAY
- EXIST. ROAD PAVEMENT
- EXIST. GRAVEL ROAD
- EXIST. WETLAND
- PROP. STREAM / WETLAND BUFFER
- PROP. LANDSCAPE BUFFER
- PROP. COMMON OPEN SPACE
- PROP. SOFT SURFACE PED. TRAIL
- PROP. WATER ESMT.
- PROP. SEWER LINE & MANHOLE
- PROP. STORM ESMT.
- PROP. STORM LINE & DRAIN
- PROP. LOT LINE
- PROP. SETBACK
- PROP. RIGHT OF WAY
- PROP. SIGHT TRIANGLE
- PROP. SIGHT DISTANCE
- PROP. SIDEWALK
- PROP. WATER LINE
- PROP. BACK OF CURB
- PROP. EDGE OF PVMT
- PROP. FIRE HYDRANT

SEE SHEET 1 MATCHLINE

S52° 25' 43"E 7.96'

50' STREAM CHANNEL BUFFER (TYP.)

EXIST. "THE LINE" CREEK AT PROPERTY BOUNDARY (TYP.)

PROP. SOFT SURFACE TRAIL (TYP.)

N59° 53' 15"E 717.69'

COMMON OPEN SPACE/ TREE RETENTION AREA (TYP.)

PROPERTY LINE (TYP.)

PROPOSED OFFSITE SANITARY SEWER TIES INTO EXISTING SEWER LINE OUTFALL WHICH FLOWS TO THE TURKEY CREEK PUMP STATION.

PROP. 20' STORM EASEMENT (TYP.)
PROP. STORM LINE (TYP.)
PROP. STORMWATER CB (TYP.)

PROP. STORMWATER DETENTION AREA

PROP. SANITARY SEWER PIPE (TYP.)

PROP. WATER LINE (TYP.)
PROP. HYDRANT (TYP.)
PROP. SANITARY SEWER MH (TYP.)

PROP. STORM LINE (TYP.)
PROP. STORMWATER CB (TYP.)

COMMON OPEN SPACE (TYP.)

EXIST STREAM AT PROPERTY BOUNDARY (TYP.)
50' STREAM CHANNEL BUFFER (TYP.)
EXIST. FLOODWAY PER GIS (TYP.)

PROP. SCM FES (TYP.)
PROP. 20' STORM EASEMENT (TYP.)

PROP. 25'X25' SIGHT TRIANGLE (TYP.)

PROP. STANDARD PARALLEL PARKING (TYP.)

PROP. 25'X25' SIGHT TRIANGLE (TYP.)

VALE STREET (66' PUBLIC ROW - PRIVATELY MAINTAINED)

HALLMAN DRIVE (66' PUBLIC ROW - PRIVATELY MAINTAINED)

PROP. BARRIER CURB (TYP.)
PROP. PLANTING STRIP - WIDTH VARIES (TYP.)
PROP. 5' SIDEWALK (TYP.)

PROP. HYDRANT (TYP.)
PROP. WATER LINE (TYP.)

PROP. SANITARY SEWER MH (TYP.)
PROP. SANITARY SEWER PIPE (TYP.)
PROP. STORM LINE (TYP.)
PROP. STORMWATER CB (TYP.)
PROP. TIE INTO EXIST. SSWR LINE (TYP.)
PROP. HYDRANT (TYP.)

PROPERTY LINE (TYP.)

N42° 31' 13"E 1021.56'

S77° 11' 33"W 81.92'

S76° 59' 15"W 149.74'

S17° 41' 24"E 149.23'

SEE SHEET 1 MATCHLINE

EXIST WETLAND W/ 30' BUFFER (TYP.)
EXIST WETLAND (TYP.)

PROP. STANDARD PARALLEL PARKING (TYP.)
PROP. MAIL KIOSK (TYP.)
PROP. ADA PARALLEL PARKING (TYP.)

COMMON OPEN SPACE/ TREE RETENTION AREA (TYP.)

PROP. BARRIER CURB (TYP.)
PROP. PLANTING STRIP - WIDTH VARIES (TYP.)
PROP. 5' SIDEWALK (TYP.)
PROP. 6" WATER LINE TO TIE INTO EXIST. EXISTING WATER LINE TO BE UPGRADED ALONG PINEVIEW DRIVE.
FINAL ALIGNMENT AND WATER LINE SIZE TO BE DETERMINED DURING DESIGN PHASE. (TYP.)
EXIST. SSWR LINE (TYP.)
PROP. SUBDIVISION ACCESS TO PINEVIEW DRIVE.
EXIST. STORM PIPE, REMOVAL TO BE DETERMINED DURING DESIGN PHASE (TYP.)

EXIST. FLOODWAY PER GIS (TYP.)

50' FRONTAGE LANDSCAPE BUFER (TYP.)

S42° 33' 37"W 227.46'

E/P
E/P
PINEVIEW DR
(66' R/W - PUBLIC ROAD)
PINEVIEW DRIVE

LOT	AREA
1	9,722 SF
2	9,750 SF
3	9,750 SF
4	9,750 SF
5	10,649 SF
6	10,841 SF
7	10,841 SF
8	10,841 SF
9	10,841 SF
10	9,221 SF
11	9,683 SF
12	9,907 SF
13	9,876 SF
14	9,750 SF
15	9,750 SF
16	9,750 SF
17	9,644 SF
18	10,946 SF
19	9,206 SF
20	6,600 SF
21	6,687 SF
22	6,969 SF
23	6,969 SF
24	6,969SF
25	6,969 SF
26	7,170 SF
27	6,170 SF
28	6,600 SF
29	6,600 SF
30	6,600 SF
31	6,600 SF
32	6,600 SF
33	6,600 SF
34	6,600 SF
35	6,600 SF
36	6,600 SF
37	6,875 SF
38	8,803 SF
39	10,000 SF
40	9,217 SF
41	9,291 SF
42	9,291 SF
43	8,887 SF
44	9,806 SF
45	9,806 SF
46	8,125 SF
47	8,125 SF
48	8,125 SF
49	8,125 SF
50	8,125 SF
51	11,460 SF
52	12,298 SF
53	10,017 SF
54	10,205 SF
55	8,807 SF
56	8,125 SF
57	8,125 SF
58	8,138 SF
59	8,521 SF
60	8,111 SF

NORTH ORIENTED TO SC GRID

GRAPHIC SCALE

60' 0 30' 60' 120' 240'

(IN FEET)
1 INCH = 60 FT.

811 Know what's below. Call before you dig.

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com

STATE OF SOUTH CAROLINA — CERTIFICATE OF AUTHORIZATION — 378—C — ESP ASSOCIATES, P.A.

State of South Carolina — REGISTERED LANDSCAPE ARCHITECT — No. 1127 — MATTHEW W. MANDA

NO.	DATE	REVISION	BY

PRELIMINARY PLAT

ARBOR MEADOWS PRELIMINARY PLAT

LANCASTER COUNTY, SC

ARBOR CONSTRUCTION, LLC

PROJECT INFORMATION	
PROJECT MANAGER:	PT
DESIGNED BY:	JB
DRAWN BY:	JB
PROJECT NUMBER:	JM12.100
ORIGINAL DATE:	09/30/2021

SHEET: **2 OF 2**

P:\2021 Projects (J)\JM12 - Palmetto Property (Arbor Construction)\Submittal Working Drawings\Preliminary Plat Set\Sheets\JM12-Palmetto Property - PRELIMINARY PLAT.dwg, SHEET 2 OF 2, jbenal

TRAFFIC IMPACT STUDY

PALMETTO PROPERTY

Lancaster, South Carolina

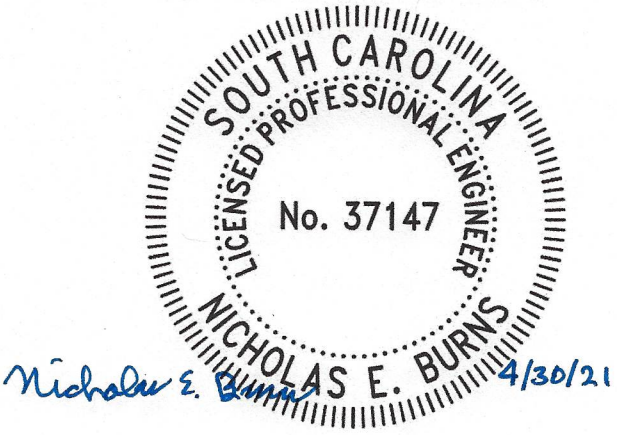
APRIL 30, 2021

IMPACT DESIGNS, INC.
Prepared by: Nicholas Burns, PE

TRAFFIC IMPACT STUDY

PALMETTO PROPERTY

LANCASTER, SOUTH CAROLINA



REPORT PREPARED FOR:
ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241

REPORT PREPARED BY
Impact Designs Inc.
172 Williamson Road, Unit 3728
nick@impactdesignsinc.com

Table of Contents

EXECUTIVE SUMMARY iii

1. INTRODUCTION 1
    - 1.1. Project Summary 1
    - 1.2. Existing Roadway Conditions 1
    - 1.3. Driveway Locations 1
2. TRAFFIC VOLUME DEVELOPMENT 5
    - 2.1. Existing Traffic Volumes 5
    - 2.2. Projected Traffic Volumes 5
    - 2.3. Proposed Development Traffic Volumes 5
    - 2.4. Future Build Traffic Volumes 5
3. TRAFFIC IMPACT ANALYSIS 11
    - 3.1. Turn Lane Analysis 11
    - 3.2. Intersection LOS Analysis 11
4. SUMMARY OF FINDINGS AND RECOMMENDATIONS 14

Tables

Table 1 – Study Area Summary 1

Table 2 – Trip Generation 5

Table 3 – *HCM 2010* LOS Criteria for Signalized & Unsignalized Intersections 11

Table 4 – Signalized Intersection Analysis Results 12

Figures

Figure 1 – Site Location Map 2

Figure 2 – Conceptual Site Plan 3

Figure 3 – Existing Lane Configurations and Traffic Control 4

Figure 4 – Existing (2021) Traffic Volumes 7

Figure 5 – No-Build (2023) Traffic Volumes 8

Figure 6 – Site Trip Distributions 9

Figure 7 – Site Trip Assignment 10

Figure 8 - Build (2023) Peak-Hour Traffic Volumes 11

Figure 9 – Proposed Lane Configurations and Traffic Control 15

Appendices

A) Traffic Count Data

B) Turn Lane Analysis

C) Synchro Analysis Reports

D) SimTraffic Analysis Reports

EXECUTIVE SUMMARY

A traffic impact study was conducted for the proposed Palmetto Property in accordance SCDOT guidelines. The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes and is anticipated to be constructed by the end of 2023.

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

1. INTRODUCTION

The purpose of this report is to summarize the traffic impact study that was completed for the Palmetto Property in Lancaster, South Carolina. The study was developed in accordance with SCDOT guidelines. This report summarizes the procedures and findings of the traffic impact study.

1.1. Project Summary

The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes. This traffic impact study analyzes the effects of the additional traffic associated with the proposed development during the weekday AM (7:00 AM - 9:00 AM) and the weekday PM (4:00 PM - 6:00 PM) peak periods. The study area for the purpose of the analysis includes:

- McIlwain Road & Pineview Drive
- Cane Mill Road & Pineview Drive
- McIlwain Road & Hilton Way Road

The proposed development is expected to be built out by the end of 2023; therefore, 2023 was considered as the future year for the purpose of this analysis. Refer to Figures 1 and 2 for the site location and the conceptual site plan.

1.2. Existing Roadway Conditions

The primary roadways within the study area include McIlwain Road, Pineview Drive, Cane Mill Road, Hilton Way Road. A summary of their existing characteristics is shown in Table 1.

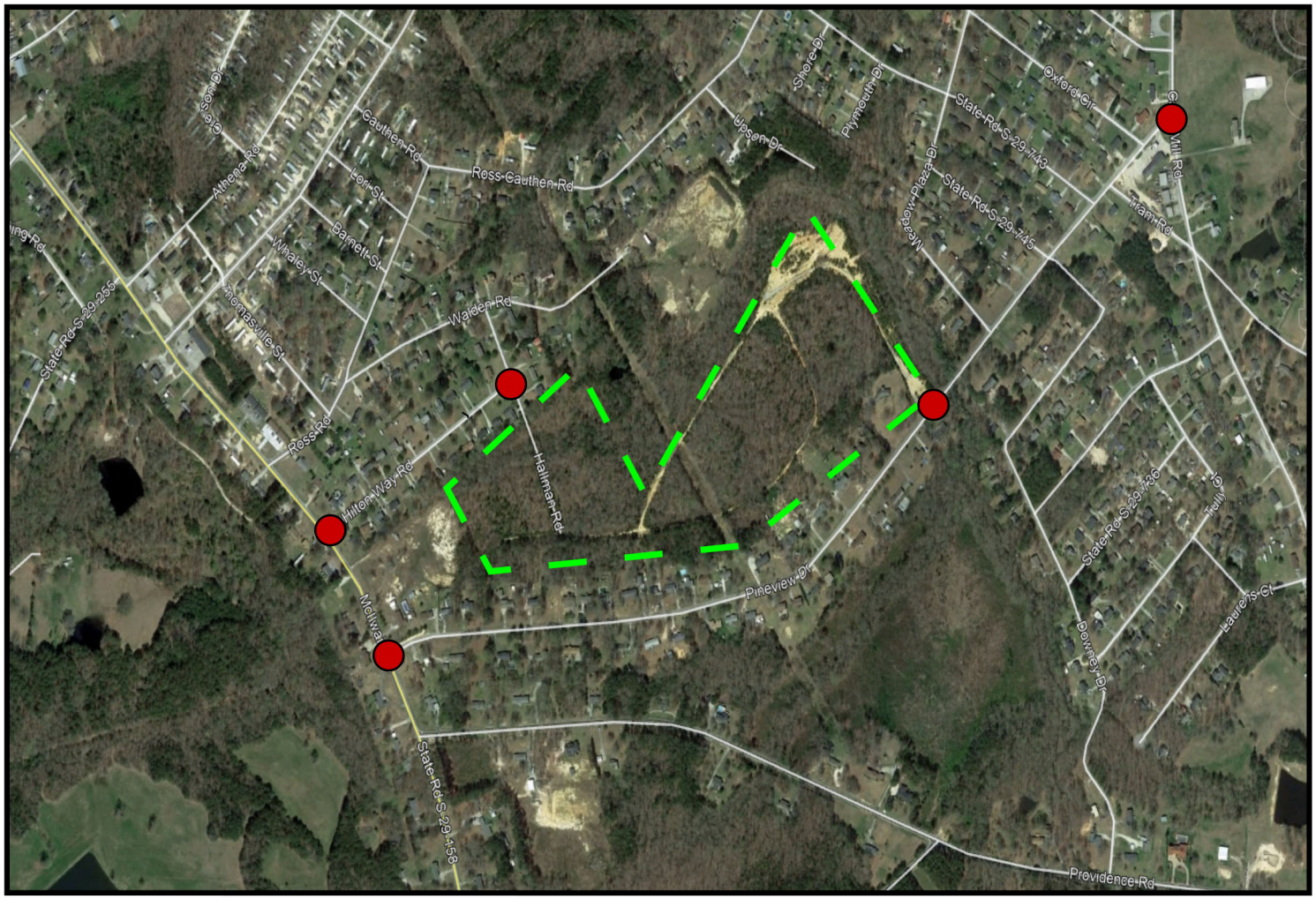
Table 1 – Study Area Summary

Facility Name	Route #	Typical Cross Section	Posted Speed Limit	Maintained By	2019 AADT
McIlwain Road	S-158	2-lane undivided	45 MPH	SCDOT	5,700
Pineview Drive	N/A	2-lane undivided	35 MPH	Local	N/A
Cane Mill Road	S-407	2-lane undivided	45 MPH	SCDOT	2,900
Hilton Way Road	N/A	2-lane undivided	Unposted	Local	N/A

Refer to Figure 3 for an illustration of the existing geometry and traffic control at the study intersections.

1.3. Driveway Locations

Direct access to Pineview Drive is proposed to be provided via one full movement access [approximately 2,000 feet west of Cane Mill Road], while cross access is also proposed to be provided via Hallman Road.



LEGEND

Proposed Site Location

Study Intersection

IMPACT
Designs, Inc.

Palmetto Property
Lancaster, SC

Site Location Map

Scale: Not to Scale	Figure	1

Typical Lot Details

NTS

55' x 120' Lot
NTS

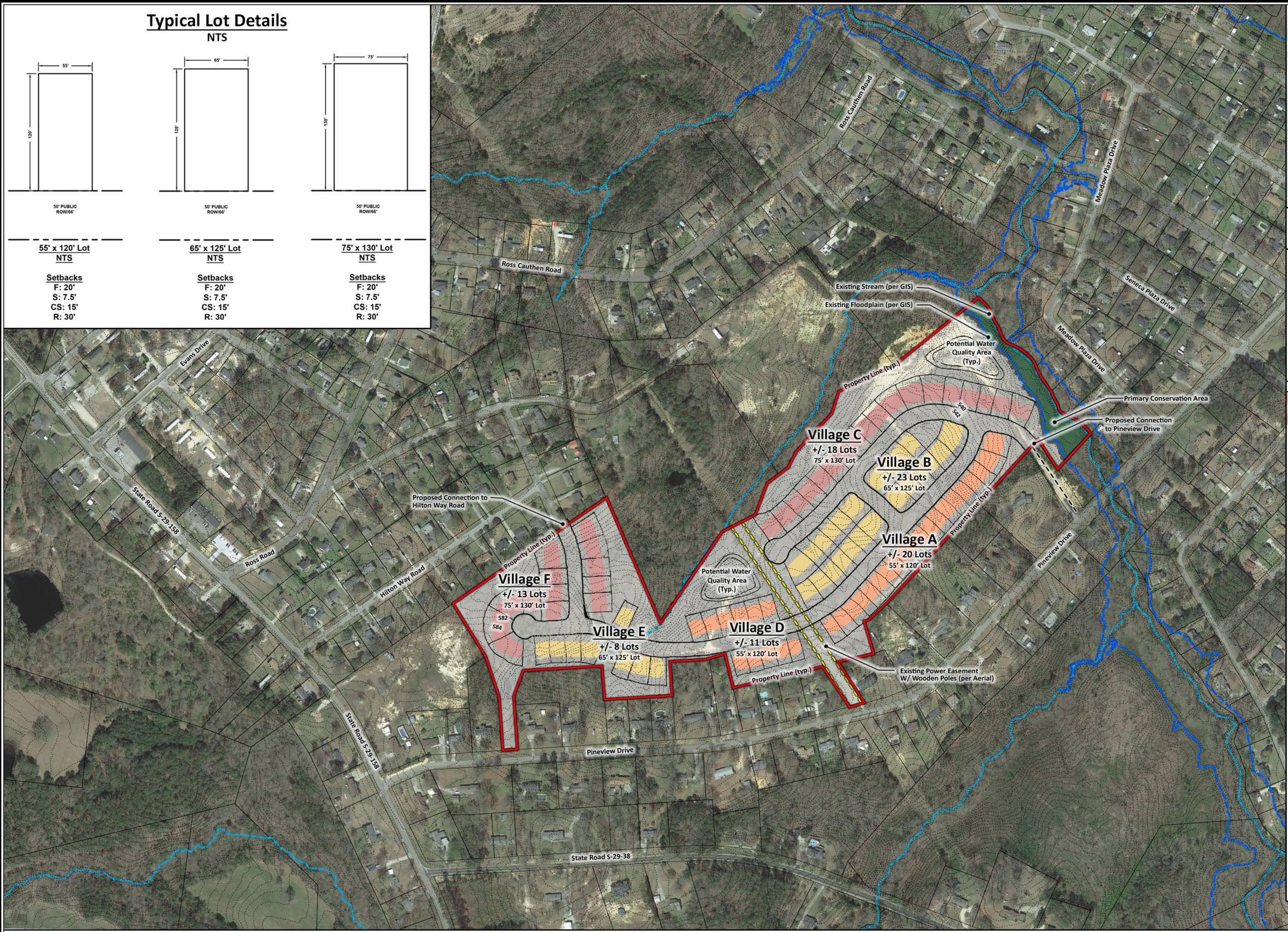
Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'

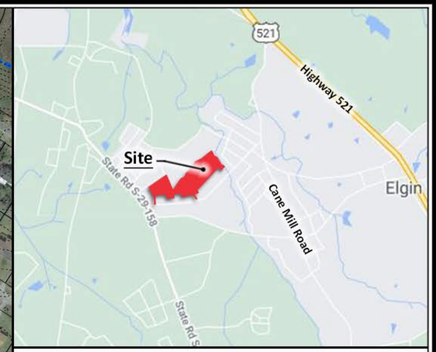
65' x 125' Lot
NTS

Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'

75' x 130' Lot
NTS

Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'





Vicinity Map

Not To Scale

Site Data:

Tax Parcels:	0087-00-105.00
Total Acreage:	+/- 47.47 Acres (per GIS)
Location:	Lancaster County, SC
Zoning: Existing:	MDR
Watershed:	Catawba
Total Potential Lots:	+/- 93 Lots
55' x 135' Lots:	+/- 31 Lots (33.33%)
65' x 135' Lots:	+/- 31 Lots (33.33%)
75' x 135' Lots:	+/- 31 Lots (33.33%)
Density:	1.96 DU/AC
Total Open Space Set Aside:	
Required:	+/- 11.9 Acres (25%)
Proposed:	+/- 12.99 Acres (27%)
Primary Conservation Areas:	+/-1.49 Acres *

Total Open Space Set Aside= Total Parcel minus Primary Conservation Areas multiplied by Open Space Percentage then added to Primary Conservation Areas:

TO = ((TP-PC)OSP)+PC

TO = Total Open Space Set Aside (Acres)
TP = Total Parcel (Acres)
PC = Primary Conservation Area (Acres)
OSP = Open Space Percentage

TO= ((47.47-1.49)0.25)+1.49
TO= (45.98)0.25)+ 1.49
TO= 11.50 + 1.49
TO= 12.99 Acres

Notes:
* Primary Conservation Areas include non-developable areas: wetlands, surface waters & intermittent stream channels, floodplain & floodway and stream buffers.

Connectivity Index:	
Required:	1.3
Proposed:	1.33 (8 Links/6 Nodes)

General Notes
1. Base information provided by Lansaster County GIS Data and should be verified for accuracy.
2. All site plan, zoning, and wetland information utilized in the preparation of this plan is considered to be preliminary in nature and subject to change and final verification.
3. Draft - Do not rely on this document.

Floodplain Information
Floodplain information obtained from FEMA FIRM Panel 45057C0245D & 45057C0265D effective date of study 06/16/2011.

Stream/Wetland Information
Stream/Wetland information is based on preliminary information provided to ESP by Lancaster County GIS data. For purposes of preparation of this Base Map, any potential wetland areas and stream features depicted on the plan are considered to be preliminary in nature and approximate in location. The Base Map will need to be revised once all agencies approved on-site wetland/stream and appropriate jurisdictional boundaries are surveyed and verified with acceptable levels of accuracy-unit loss may occur.

Public Information
ESP Associates is not responsible for plan deficiencies created by incorrect, incomplete, missing or outdated information derived from public sources such as GIS, Planning and Zoning departments.

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
803.802.2440
www.espassociates.com

NORTH

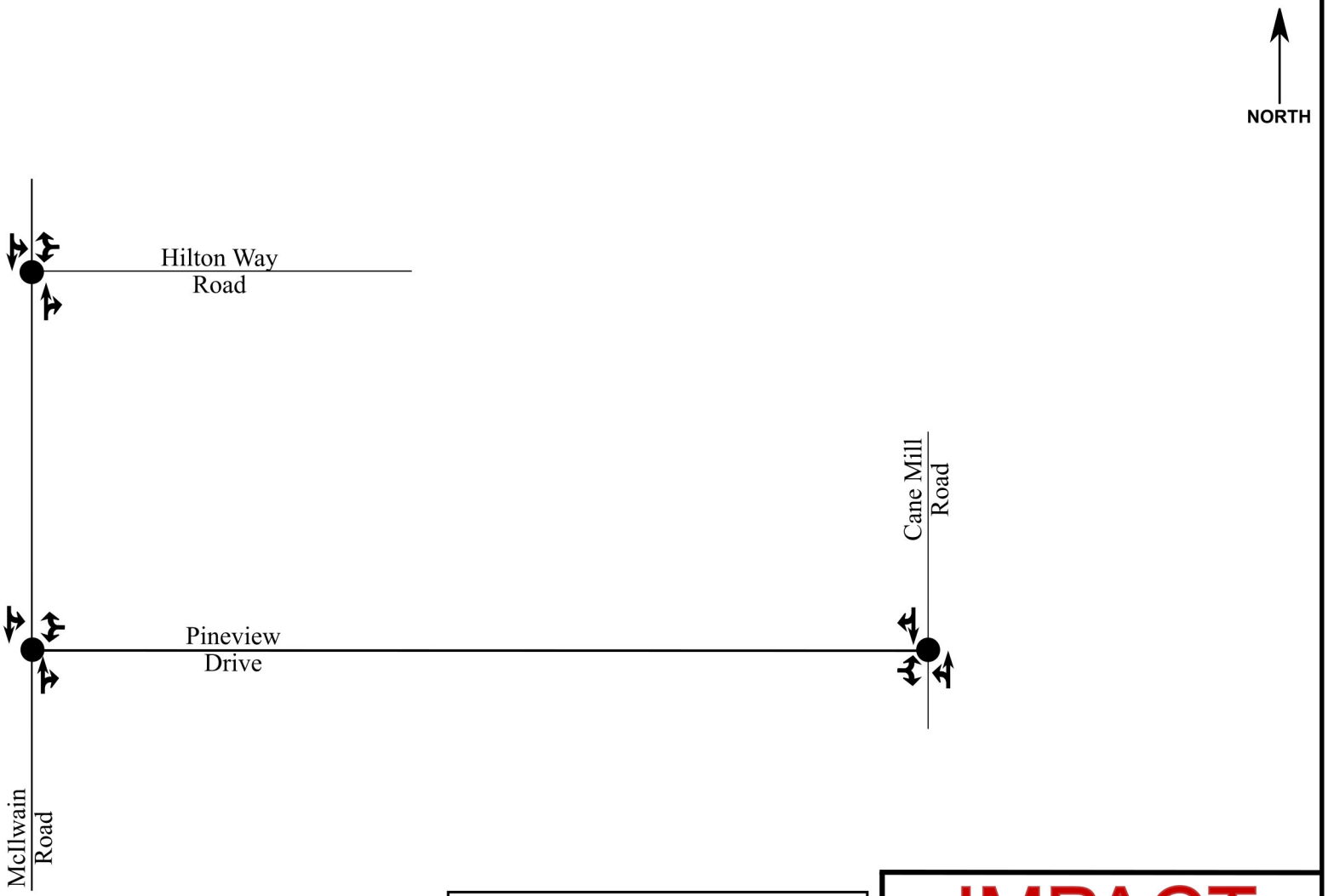
Palmetto Property

Preliminary Concept Sketch

ESP Job #JM12 January 19, 2021

GRAPHIC SCALE
200 0 100 200 400
1 INCH = 200 FT.

ARBOR CONSTRUCTION
4119-I Rose Lake Drive
Charlotte, NC 28217



LEGEND

- Signalized Intersection
- Unsignalized Intersection
- Existing Lane
- Posted Speed Limit (SPEED LIMIT XX)
- X' Storage (In Feet)

IMPACT
Designs, Inc.

Palmetto Property
Lancaster, SC

Existing Lane Configurations and Traffic Control

Scale: Not to Scale	Figure	3

2. TRAFFIC VOLUME DEVELOPMENT

2.1. Existing Traffic Volumes

Existing turning movement counts were conducted at the study intersections on Thursday February 11th, 2021 during the AM (7:00 AM to 9:00 AM) peak period and the PM (4:00 PM to 6:00 PM) peak period. Due to COVID, existing traffic volumes were increased by 12% to account for variability in traffic due to area schools not operating at full capacity. Traffic volumes on McIlwain Road were balanced upwards between intersections. The 2021 traffic volumes are illustrated in Figure 4.

2.2. Projected Traffic Volumes

Based on coordination with SCDOT, a 2% annual growth was applied to the 2021 counts to develop the No-Build (2023) volumes. This growth rate was applied to account for all background growth in the area without any adjacent and/or the proposed developments. Refer to Figure 5 for an illustration of the No-Build (2023) traffic volumes at the study intersections.

2.3. Proposed Development Traffic Volumes

As mentioned previously, the proposed development is expected to consist of up to 93 single-family homes. The trip generation potential for the proposed development was estimated utilizing methodology contained within the ITE's *Trip Generation Manual*, 10th Edition. Utilizing ITE equations [for the peak hour of adjacent street traffic] and the number of dwelling units as the independent variable, traffic volumes for ITE Code 210 were generated for the weekday daily, the weekday AM peak hour, and the weekday PM peak hour. Refer to Table 2 for a summary of the trip generation potential of the proposed development.

Table 2 – Trip Generation

ITE Land Use (Code)	Density	Independent Variable	Daily Traffic	AM Peak		PM Peak	
				Enter	Exit	Enter	Exit
Single-family Housing (ITE Code 210)	93	Dwelling Units	973	18	53	60	35

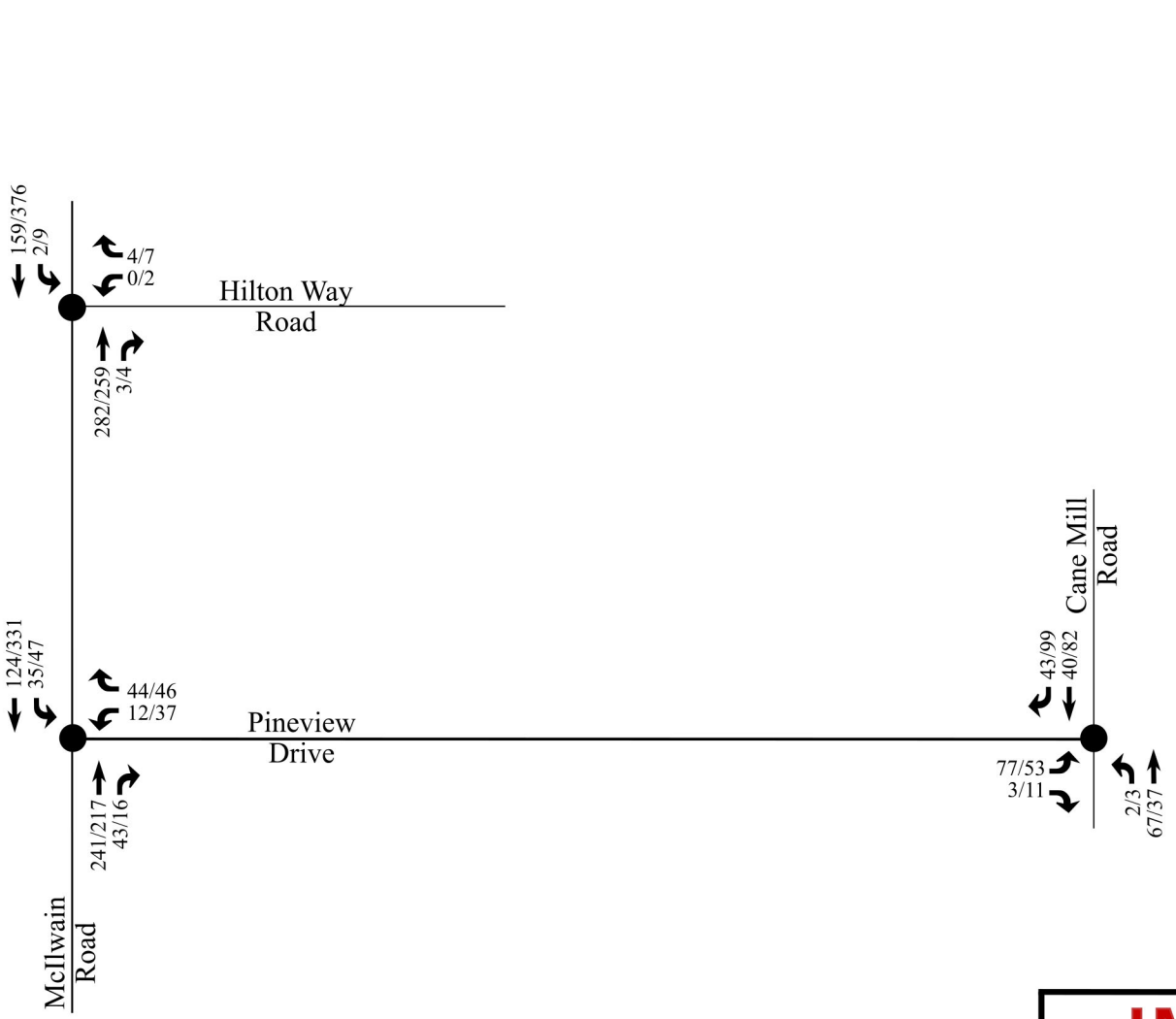
Site traffic associated with the proposed development was distributed and assigned to the roadway network based upon existing travel patterns and are summarized below:

- 45% to/from the north via McIlwain Road
- 25% to/from the south via McIlwain Road
- 25% to/from the north via Cane Mill Road
- 5% to/from the south via Cane Mill Road

Refer to Figures 6 and 7 for the site trip distribution and assignment, respectively.

2.4. Future Build Traffic Volumes

The site generated traffic volumes were added to the No-Build (2023) traffic volumes to determine the Build (2023) volumes. The Build (2023) volumes are illustrated in Figure 8.



LEGEND

Signalized Intersection

Unsignalized Intersection

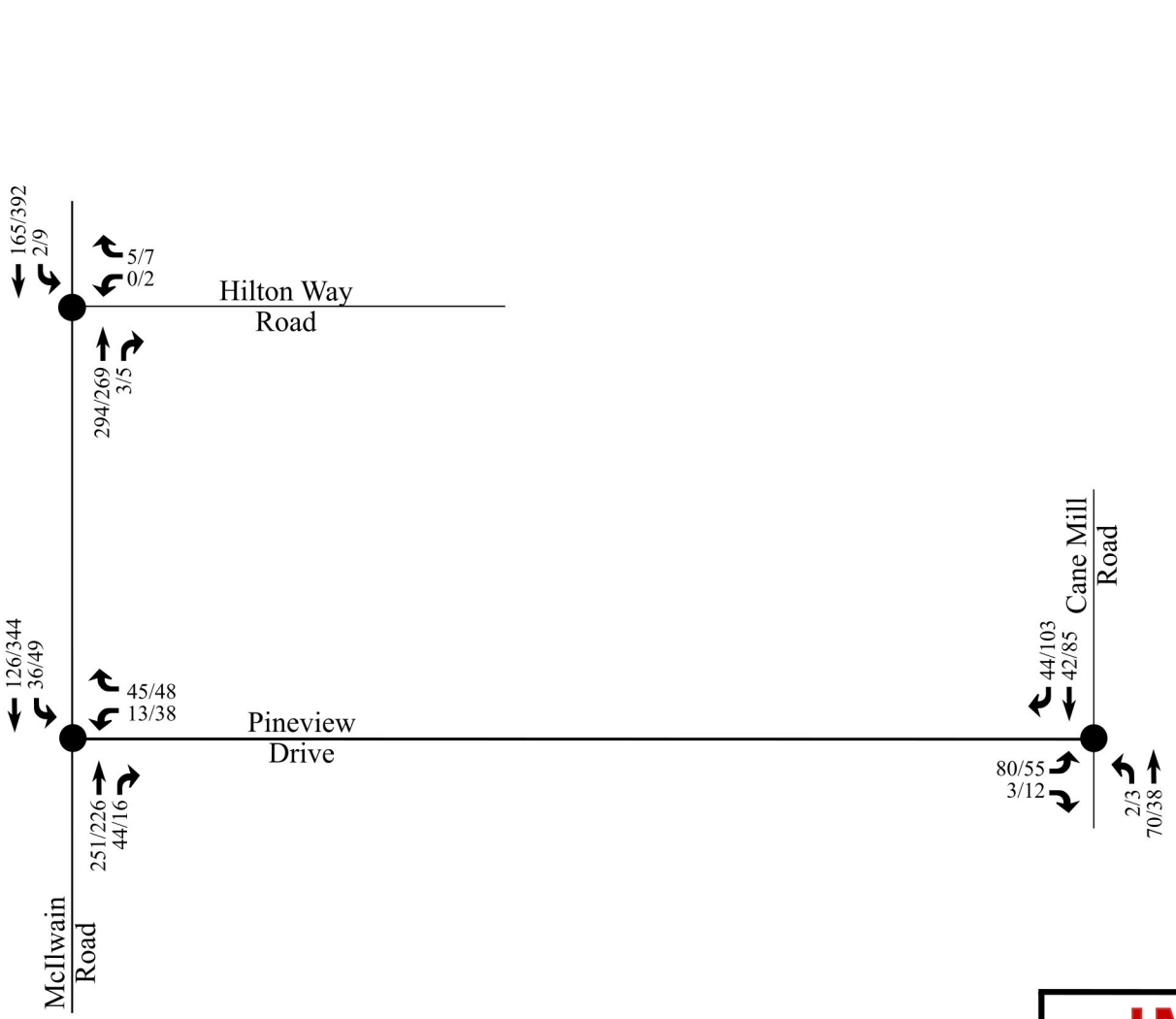
X / Y → AM / PM Peak Hour Traffic

IMPACT
Designs, Inc.

Palmetto Property
Lancaster, SC

Existing (2020)
Traffic Volumes

Scale: Not to Scale	Figure	4



LEGEND

Signalized Intersection

Unsignalized Intersection

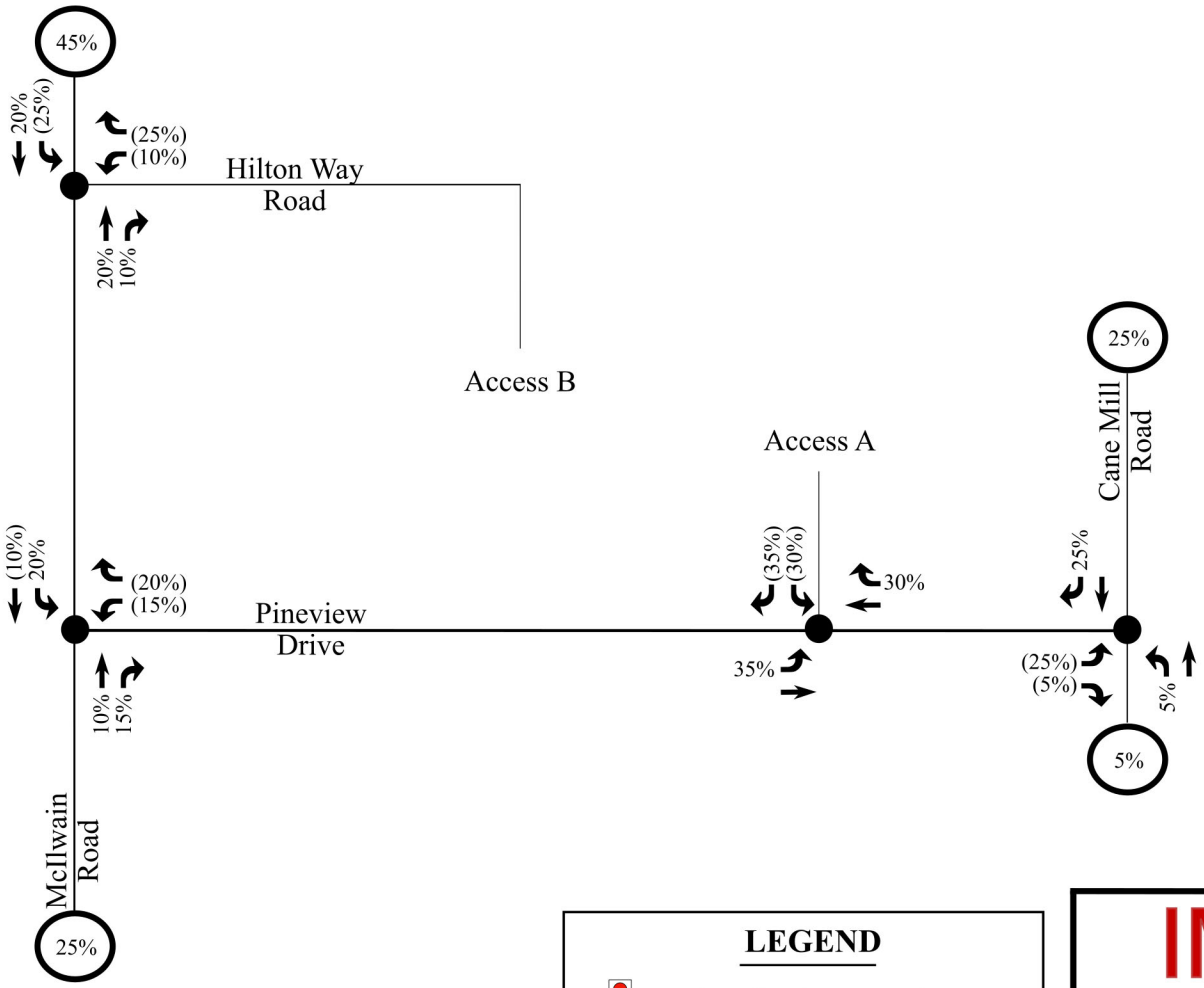
X / Y → AM / PM Peak Hour Traffic

IMPACT
Designs, Inc.

Palmetto Property
Lancaster, SC

No-Build (2023)
Traffic Volumes

Scale: Not to Scale	Figure	5



LEGEND

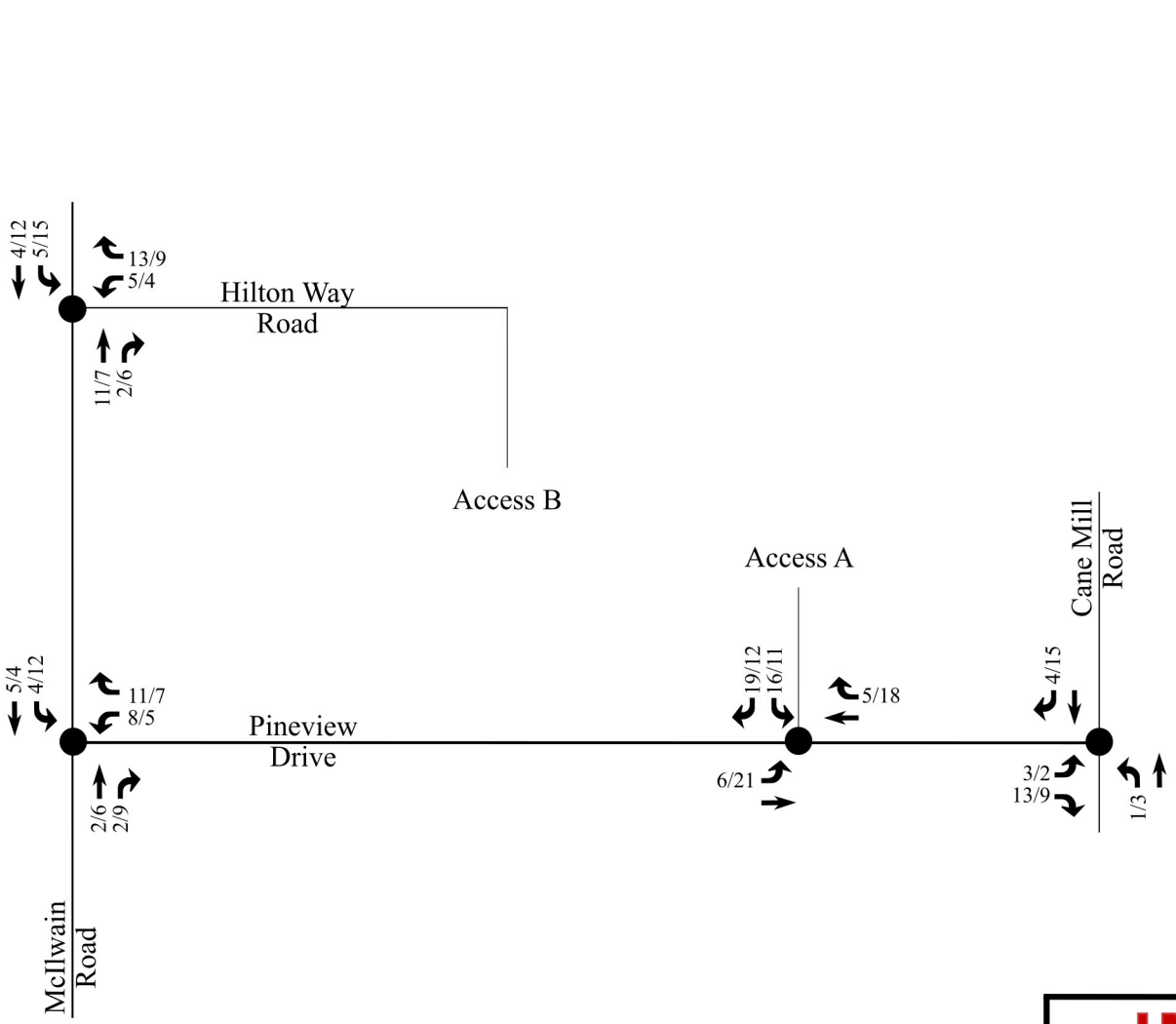
- Signalized Intersection
- Unsignalized Intersection
- XX% Regional Trip Distribution
- X% → Entering Trip Distribution
- (Y%) → Exiting Trip Distribution

IMPACT
Designs, Inc.

Palmetto Property
Lancaster, SC

Primary Trip Distribution

Scale: Not to Scale	Figure	6



LEGEND

Signalized Intersection

Unsignalized Intersection

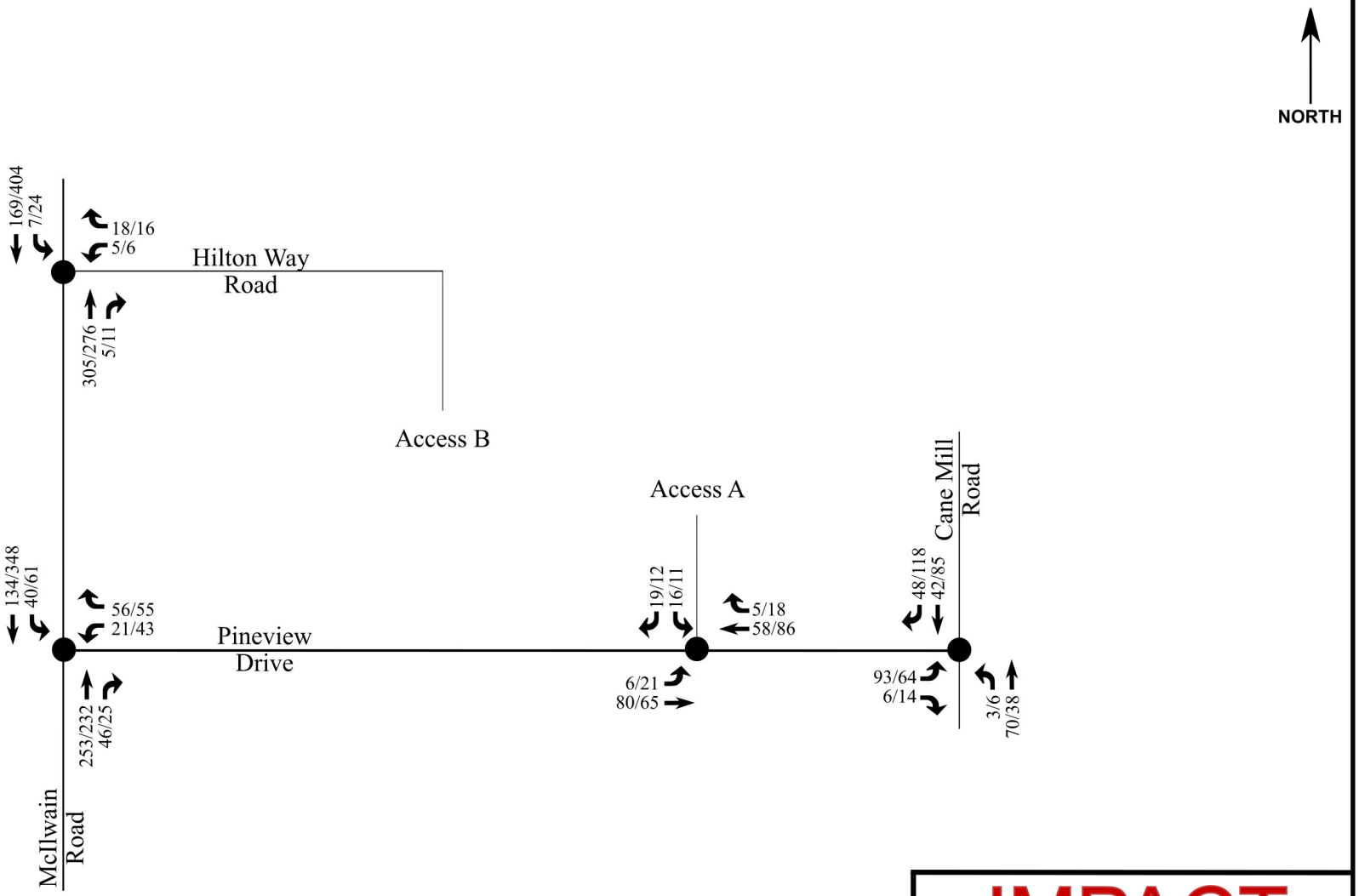
X / Y → AM / PM Peak Hour Traffic

IMPACT
Designs, Inc.

Palmetto Property
Lancaster, SC

Primary Trip Assignment

Scale: Not to Scale	Figure	7


NORTH
169/404
7/24
18/16
5/6
Hilton Way
Road
305/276
5/11
Access B
Access A
Cane Mill
Road
48/118
42/85
19/12
16/11
5/18
58/86
134/348
40/61
56/55
21/43
Pineview
Drive
6/21
80/65
93/64
6/14
3/6
70/38
253/232
46/25
McIlwain
Road
LEGEND
Signalized Intersection
Unsignalized Intersection
X / Y AM / PM Peak Hour Traffic
IMPACT
Designs, Inc.
Palmetto Property
Lancaster, SC
Build (2023)
Traffic Volumes
Scale: Not to Scale
Figure
10

3. TRAFFIC IMPACT ANALYSIS

3.1. Turn Lane Analysis

A turn lane analysis was conducted utilizing the Build (2023) volumes. Based on the anticipated build out volumes, no exclusive turn lanes are warranted on Pineview Drive at the proposed site access. Refer to Appendix B for the turn lane warrants with volumes graphed.

3.2. Intersection LOS Analysis

Using the existing, no-build, and build traffic volumes, intersection analyses were conducted for the study intersections under Existing (2021) conditions, No-Build (2023) conditions, and Build (2023) conditions. This analysis was conducted using the Transportation Research Board's *Highway Capacity Manual (HCM 6th Edition)* methodologies of the *Synchro*, Version 10 software.

Intersection level of service (LOS) grades range from LOS A to LOS F, which are directly related to the level of control delay at the intersection and characterize the operational conditions of the intersection traffic flow. LOS A operations typically represent ideal, free-flow conditions where vehicles experience little to no delays, and LOS F operations typically represent poor, forced-flow (bumper-to-bumper) conditions with high vehicular delays, and are generally considered undesirable. Table 3 summarizes the *HCM 2010* control delay thresholds associated with each LOS grade for signalized and unsignalized intersections.

Table 3 – *HCM 2010* LOS Criteria for Signalized & Unsignalized Intersections

Signalized Intersections		Unsignalized Intersections	
LOS	**Control Delay per Vehicle (seconds)**	**LOS**	**Control Delay per Vehicle (seconds)**
A	≤ 10	A	≤ 10
B	> 10 and ≤ 20	B	> 10 and ≤ 15
C	> 20 and ≤ 35	C	> 15 and ≤ 25
D	> 35 and ≤ 55	D	> 25 and ≤ 35
E	> 55 and ≤ 80	E	> 35 and ≤ 50
F	> 85	F	> 50

A PHF of 0.90 was applied and a heavy vehicle percentage of 2% was utilized for the purpose of this analysis.

The results of the capacity analysis for the existing study intersections under existing traffic control are summarized in Table 4. Refer to Appendix D for more detailed capacity analysis reports.

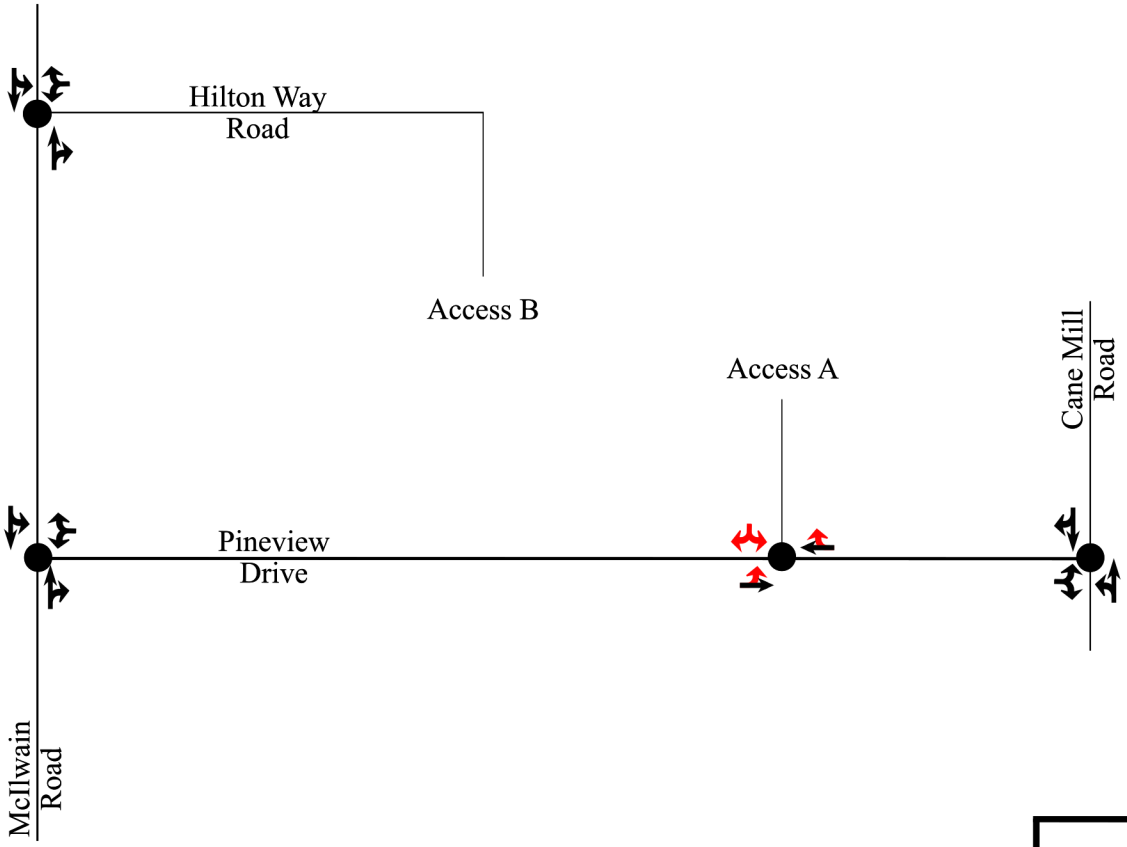
Table 4 – Signalized Intersection Analysis Results

Intersection	Approach	LOS (Delay in seconds)					
		Existing (2021) Conditions		No-Build (2023) Conditions		Build (2023) Conditions	
		AM	PM	AM	PM	AM	PM
McIlwain Road & Pineview Drive	NB	-	-	-	-	-	-
	SB	A (8.0)	A (7.9)	A (8.0)	A (7.9)	A (8.0)	A (8.0)
	WB	B (10.8)	B (13.3)	B (11.0)	B (13.6)	B (11.5)	B (14.5)
Cane Mill Road & Pineview Drive	NB	A (7.4)	A (7.6)	A (7.4)	A (7.6)	A (7.4)	A (7.7)
	SB	-	-	-	-	-	-
	EB	A (9.7)	A (9.9)	A (9.8)	A (9.9)	A (9.9)	B (10.1)
McIlwain Road & Hilton Way Road	NB	-	-	-	-	-	-
	SB	A (7.9)	A (7.9)	A (7.9)	A (7.9)	A (8.0)	A (8.0)
	WB	B (10.0)	B (10.9)	B (10.1)	B (11.1)	B (10.8)	B (11.8)
Pineview Drive & Proposed Site Access	EB	*Analyzed under 'build' conditions ONLY*				A (7.4)	A (7.5)
	WB					-	-
	SB					A (9.2)	A (9.4)

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

Additionally to the intersections analyzed above, Hilton Way Road and Hallman Road were also considered. However, to the low existing traffic volumes and the minor additions in site traffic it was assumed to function sufficiently.

Figure 9 shows the proposed lane configurations and traffic control for the Build (2023) conditions.



LEGEND

- Signalized Intersection
- Unsignalized Intersection
- Existing Lane (Proposed)
- X' Storage (In Feet)

IMPACT
Designs, Inc.

Palmetto Property
Lancaster, SC

Proposed Lane Configurations and Traffic Control

Scale: Not to Scale	Figure	9

4. SUMMARY OF FINDINGS AND RECOMMENDATIONS

A traffic impact study was conducted for the proposed Palmetto Property in accordance SCDOT guidelines. The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes and is anticipated to be constructed by the end of 2023.

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

South Carolina
Department of Transportation

Cherokee County
Chester County
Chesterfield County
Fairfield County
Lancaster County
Union County
York County

May 17, 2021

Nicholas E. Burns, P.E.
Impact Designs, Inc.
172 Williamson Road, Unit 3728
Mooresville, North Carolina 28115

RE: Palmetto Property Traffic Impact Study
Hilton Way Road (O.S.) & Pineview Drive (O.S.) off McIlwain Road (S-29-158)
Lancaster County

Dear Mr. Burns:

Thank you for allowing us to review the Traffic Impact Analysis (TIA) regarding the site on Hilton Way Road (O.S.) and Pineview Drive (O.S.) off McIlwain Road (S-29-158). We concur in principle with the document and support the recommendation that no improvements to mitigate the development's impact to the capacity of state roadways are necessary.

Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. If you have any additional questions or concerns, please contact the District 4 Permit Office at 803-377-4155.

Sincerely,

Melanie Mobley for CJJ

C. Jason Johnston, P.E.
District 4 Engineering Administrator

CJJ/mrg
ec: Stephen Blackwelder, Lancaster County Engineering
Clint Beaver, Lancaster Resident Maintenance Engineer

File: D4/PO/ACL

District Four Engineering
Post Office Box 130
1232 JA Cochran Bypass
Chester, SC 29706
803-377-4155 | 803-581-0156 Fax

www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2368)

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).
2. SD-2021-1251: Application by NVR, Inc. / Ryan Homes, Inc / ESP Associates for a Major Subdivision Preliminary Plat for a 410-unit townhome development located between Collins Road and Shelley Mullis Road (TM 0013-00-061.02). The project is approximately 96.75 acres and is zoned Planned Development District (PDD-26).

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 the Planning Commission or to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

ıblished in The Lancaster News,
Carolina, in accordance with

SWORN to before me this 1st day of December, 2021

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).
2. SD-2021-1251: Application by NVR, Inc. / Ryan Homes, Inc / ESP



I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on October 30th 2021.

SWORN to before me this 1st day of December, 2021

Ashley L Johnson
Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

CAROLINA GATEWAY

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).
2. SD-2021-1251: Application by NVR, Inc. / Ryan Homes, Inc / ESP Associates for a Major Subdivision Preliminary Plat for a 410-unit townhome development located between Collins Road and Shelley Mullis Road (TM 0013-00-061.02). The project is approximately 96.75 acres and is zoned Planned Development District (PDD-26).

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 the Planning Commission or to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

ice published in the Carolina
olina, in accordance with law

SWORN to before me this ___ day of
December, 2021

Ashley L Johnson
Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

CAROLINA GATEWAY

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

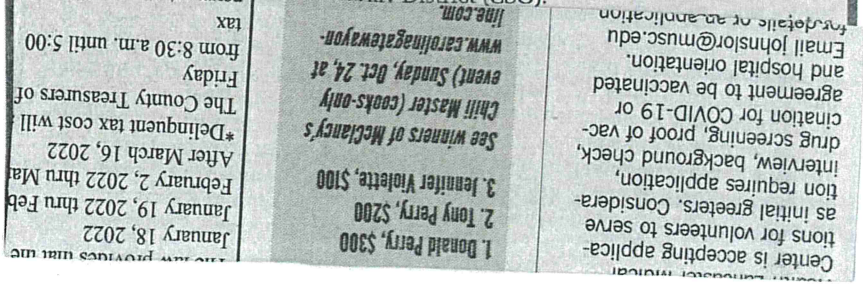
PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, November 16, 2021, and Monday, December 13, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2327: Application by William & Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM#0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.
2. RZ-2021-1921: Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.
3. DA-2021-0528: Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 for TM# 0087-00-105.00 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. A copy of the DA is located in the Planning Department and may be viewed upon request.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, November 16, 2021, at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2021-0528: Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a 92-lot single-family subdivision, located on Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00). The project is approximately 47.47 acres and would be zoned Medium Density Residential



I hereby certify that on the above notice published in the Carolina Gateway in Lancaster County, South Carolina, in accordance with law on October 27th 2021.

SWORN to before me this 1st day of December, 2021

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1790
Contact Person / Sponsor: John DuBose- County Attorney
Department: Attorney
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Whether to terminate the imposition and collection of fire protection rates and charges in the Preserve at Tree Tops Development.

Points to Consider:
By passage of Ordinance No. 2021-1770, County Council provided for the establishment of the Van Wyck Fire Protection District.
Within the Van Wyck Fire Protection District, there will be imposed an annual charge of ninety dollars ($90.00) for each equivalent residential unit and for purposes of billing and collection, the annual charge will be certified by the County Assessor to the County Auditor and placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills.
By passage of Ordinance No. 2014-1315, Council approved a Development Agreement for the Preserve at Tree Tops development, dated December 8, 2014, and recorded with the Lancaster County Register of Deeds in Deed Book 837, Pages 146-176 ("Development Agreement").
Section 4.01C of the Development Agreement states the agreement of the Developer and County for the imposition of rates and charges for enhanced public safety services or fire protection services in the Preserve at Tree Tops development, beginning with the fall 2015 tax bills.
The area encompassing the Preserve at Tree Tops development is entirely within the boundaries of the Van Wyck Fire Protection District.
It is the purpose of this ordinance to terminate the Preserve at Tree Tops rates and charges so as to avoid duplicating the Van Wyck Fire Protection District rates and charges in 2022. Lancaster County terminated existing community based fire districts upon the creation of both the Indian Land Fire District and the Pleasant Valley Fire District.
Monies collected from the Preserve at Tree Tops rates and charges shall be transferred to the special fund established for the Van Wyck Fire Protection District and used for the same purposes and in the same manner as rates and charges imposed and collected by the Van Wyck Fire Protection District.

Funding and Liability Factors:
The rates and charges for the Preserve at Tree Tops are duplicative of the rates and charges of the Van Wyck Fire Protection District and should be terminated so that residents of the Preserve at Tree Tops will not face duplicate charges in 2022.

Monies collected from the Preserve at Tree Tops rates and charges shall be transferred to the special fund established for the Van Wyck Fire Protection District and used for the same purposes and in the same manner as rates and charges imposed and collected by the Van Wyck Fire Protection District. The balance to be transferred from the Preserve at Tree Tops into the Van Wyck Fire Protection District fund will be approximately $132,553. This balance does not include the 2022 collections, as these bills were just mailed.

Lancaster County terminated existing community based fire districts upon the creation of both the Indian Land Fire District and the Pleasant Valley Fire District.

Council Options:
Approve or disapprove of the termination of the Preserve at Tree Tops rates and charges.

Recommendation:

Approval of the Ordinance terminating the rates and charges assessed to the Preserve at Tree Tops.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1790	11/23/2021	Ordinance

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1790**
COUNTY OF LANCASTER)

AN ORDINANCE

TO TERMINATE THE IMPOSITION AND COLLECTION OF A PUBLIC SAFETY OR FIRE PROTECTION RATE OR CHARGE IN THE PRESERVE AT TREE TOP DEVELOPMENT EFFECTIVE UPON THE IMPOSITION AND COLLECTION OF RATES AND CHARGES IN THE VAN WYCK FIRE PROTECTION DISTRICT.

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

Section 1. Findings and Determinations; Purpose.

(A) The Council finds and determines that:

(1) By passage of Ordinance No. 2021-1770, Council provided for the establishment of the Van Wyck Fire Protection District;

(2) Within the Van Wyck Fire Protection District, there will be imposed an annual charge of ninety dollars ($90.00) for each equivalent residential unit and for purposes of billing and collection, the annual charge will be certified by the County Assessor to the County Auditor and placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills;

(3) By passage of Ordinance No. 2014-1315, Council approved a Development Agreement for the Preserve at Tree Tops development, dated December 8, 2014, and recorded with the Lancaster County Register of Deeds in Deed Book 837, Pages 146-176 ("Development Agreement");

(4) Section 4.01C of the Development Agreement states the agreement of the Developer and County for the imposition of rates and charges for enhanced public safety services or fire protection services in the Preserve at Tree Tops development, beginning with the fall 2015 tax bills; and

(5) The area encompassing the Preserve at Tree Tops development is entirely within the boundaries of the Van Wyck Fire Protection District.

(B) It is the purpose of this ordinance to terminate the Preserve at Tree Tops rates and charges so as to avoid duplicating the Van Wyck Fire Protection District rates and charges.

Section 2. **Termination of Preserve at Tree Tops Rates and Charges.**

The authority for the imposition and collection of rates and charges by the County for public safety or fire protection services solely within the Preserve at Tree Tops development ends with the fall 2021 tax bills and thereafter there shall be no rates or charges imposed pursuant to that authority.

Section 3. **Disposition of Preserve at Tree Tops Rates and Charges.**

Monies collected from the Preserve at Tree Tops rates and charges shall be transferred to the special fund established for the Van Wyck Fire Protection District and used for the same purposes and in the same manner as rates and charges imposed and collected by the Van Wyck Fire Protection District.

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. **Controlling Provisions.**

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

Section 6. **Effective Date.**

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021
Second Reading: January 10, 2022
Third Reading: January 24, 2022

Approved as to form:

_____
John K. DuBose III, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1184-R2021
Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development
Department: Economic Development
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
On November 26, 2018, Lancaster County and Nutramax Laboratories entered into a fee agreement that provided long term property tax reductions for a significant expansion of the company's operations on Quality Drive in Lancaster. The agreement provides a Fee-In-Lieu-of-Taxes (FILOT) agreement that reduced the assessment rate on the company's new investments to 6% and provided a fixed millage rate of 313 mills for 30 years. Additionally, the agreement provided a 15-year Special Source Revenue Credit (SSRC) that was 70% annually for years 1-6, 65% for years 7-11 and 60% for years 12-15. The eligible sponsors in the agreement were Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC and Nutramax Land Holdings, Inc.

Nutramax Laboratories has requested that several changes be made to the 2018 fee agreement.

1. Adding Airmax, LLC as a sponsor affiliate, which will allow the entity to receive the benefits of the FILOT and SSRC. Airmax, LLC would be the owner of a new aircraft the company is considering purchasing for their operations in Lancaster.

2. The inclusion of aircraft in the FILOT agreement. The inclusion of aircraft is permitted under Section 12-44-30 (16) of South Carolina's Fee in Lieu of Tax Simplification Act and with County Council's approval. If Nutramax Laboratories were to purchase an aircraft it would be based at McWhirter Field in Lancaster.

3. Extension of the FILOT's investment period from 5 to 10 years. Section 12-44-30 (13) of the Act allows County Council to extend a fee agreement to ten years.

Points to Consider:

- Nutramax Laboratories has met its investment and job creation requirements of the 2018 FILOT and SSRC. Traditionally, Lancaster County has extended the investment period for companies that have met their fee agreement jobs and investment requirements. Nutramax Laboratories has done this. The agreement called for 130 new jobs and $20 million in new investment within five years.

- The adding of Airmax, LLC will allow the property owned by this entity to receive the FILOT and SSRC benefits under the 2018 fee agreement.

- The inclusion of aircraft in the 2018 fee agreement, allows aircraft to receive the property tax reductions contained in the agreement.

- Aircraft in Lancaster County is assessed at 4% of market value. The assessed value is then multiplied by the current millage rate to determine the taxes paid. A small credit is also applied. Under the 2018 fee agreement, if Nutramax Laboratories' purchased an aircraft and it included in the fee agreement, the aircraft would be assessed at 6%; however, it would receive a fixed millage rate for 30 years and the 15 year SSRC benefits. The fee agreement would reduce the property taxes on the aircraft by approximately 27% over thirty years.

Funding and Liability Factors:
There are no funding or liability factors related to these changes.

Council Options:
County Council can approve, amend, table or reject the resolution.

Recommendation:
The Department of Economic Development recommends County Council approve the resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1184-R2021	12/5/2021	Resolution

STATE OF SOUTH CAROLINA)
) RESOLUTION NO. 1184-R2021
COUNTY OF LANCASTER)

A RESOLUTION

TO APPROVE THE DESIGNATION BY NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, AND NUTRAMAX LAND HOLDINGS, INC., ALL AS SPONSOR, OF AIRMAX, LLC (D/B/A AIRMAX SC, LLC), AS A SPONSOR AFFILIATE UNDER THAT CERTAIN FEE AGREEMENT DATED AS OF NOVEMBER 26, 2018; TO APPROVE AN EXTENSION OF THE INVESTMENT PERIOD AS SET FORTH IN THAT CERTAIN FEE AGREEMENT DATED AS OF NOVEMBER 26, 2018; AND TO CONSENT TO THE INCLUSION OF AIRCRAFT AS PART OF THE PROJECT COVERED BY THAT CERTAIN FEE AGREEMENT DATED AS OF NOVEMBER 26, 2018.

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

Section 1. Findings and Determinations; Purpose

(A) Council finds and determines that;

(1) Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc., all as Sponsor, and the County entered into a Fee Agreement, dated as of November 26, 2018 (the "Fee Agreement"), with regard to a proposed expansion of the Sponsor's facilities relating to the manufacture and marketing of nutritional supplement products for people and their pets (the "Project"); and

(2) Sponsor has requested the County to (*i*) approve the designation of Airmax, LLC, a Delaware limited liability company d/b/a Airmax SC, LLC, the owner of aircraft used in the Project, as a Sponsor Affiliate under the Fee Agreement, (*ii*) consent to the inclusion in the Project of aircraft hangered or utilizing an airport in the County, and (*iii*) extend the investment period for the Project from five (5) years to ten (10) years.

(B) It is the purpose of this resolution to grant the request of Sponsor as described in Section 1(A)(2) above.

Section 2. Approval of Sponsor Affiliate.

(A) Council finds and determines that:

(1) Section 12-44-130 of the Fee in Lieu of Tax Simplification Act (the "Act") provides for the addition of a "Sponsor Affiliate" to a fee agreement;

(2) Section 8.04 of the Fee Agreement, among other things, provides for the addition of a Sponsor Affiliate to the Fee Agreement with Council's approval, which shall be evidenced by passage of a resolution;

(3) Sponsor and Sponsor Affiliate have informed Council that (*i*) Sponsor Affiliate qualifies as a Sponsor Affiliate, (*ii*) Sponsor Affiliate's investment in the Project is in the form of Economic Development Property, (*iii*) Sponsor Affiliate's Economic Development Property is eligible for negotiated fee-in-lieu of tax payments under the Fee Agreement, and (*iv*) the fee-in-lieu of tax payments to be made under the Fee Agreement will include the Economic Development Property of both the Sponsor and the Sponsor Affiliate; and

(4) Attached to this resolution as Exhibit A and incorporated into this resolution as if it were set out in full in this resolution, is the Joinder Agreement (the "Joinder Agreement") between the Sponsor and Sponsor Affiliate providing for the Sponsor Affiliate to join as a party to the Fee Agreement, to be

bound by and subject to all of the terms and conditions of the Fee Agreement, and to be designated as Sponsor Affiliate.

(B) Council approves the designation of Airmax, LLC, a Delaware limited liability company d/b/a Airmax SC, LLC, as a Sponsor Affiliate under the Fee Agreement and as provided in the Joinder Agreement, effective upon receipt by the County of the fully executed Joinder Agreement.

Section 3. Consent to Inclusion of Aircraft.

(A) Council finds and determines that Section 12-44-30(16) of the Act provides that a project "also may consist of or include aircraft hangered or utilizing an airport in a county so long as the county expressly consents to its inclusion."

(B) Council consents to the inclusion in the Project under the Fee Agreement of aircraft hangered or utilizing an airport in the County, effective upon receipt by the County of the fully executed Joinder Agreement.

Section 4. Investment Period Extension Approved.

(A) Council finds and determines that:

(1) Section 1.02 of the Fee Agreement includes a definition for "Investment Period," which is the period of time under which the Sponsor and Sponsor Affiliate may make investments that qualify for the benefits of the Fee Agreement. More specifically, "Investment Period" is defined as

> the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the end of the property tax year in which this Agreement is executed by the Companies and the County, unless extended by agreement of the County and the Companies pursuant to Section 12-44-30(13) of the Code.

(2) Section 12-44-30(13) of the Act and the provisions contained in the Fee Agreement provide that the Investment Period may be extended if the Sponsor applies to the County for an extension prior to the end of the Investment Period.

(3) Sponsor has applied to the County for an extension to the Investment Period (as defined in the Fee Agreement) from five (5) years to ten (10) years.

(4) Sponsor has informed Council that Sponsor has met the Act Minimum Investment Requirement ($2,500,000) as set forth in Section 5.01(i) of the Fee Agreement.

(5) the County may, in its sole discretion, approve up to a five-year extension of the Investment Period, *provided, that,* the Sponsor has met the Act Minimum Investment Requirement prior to the end of the initial Investment Period; and

(6) Section 12-44-30(13) of the Act and provisions contained in the Fee Agreement allow the County to approve an extension of the Investment Period by passage of a resolution to that effect.

(B) Pursuant to the Act and the provisions in the Fee Agreement, Council approves an extension of the Investment Period, as set in the Fee Agreement, from five (5) years to ten (10) years.

Section 5. Delivery of Resolution.

Council authorizes and directs the County Administrator, or the County Administrator's designee, to deliver a copy of this Resolution to the South Carolina Department of Revenue within thirty days of the date this Resolution is adopted.

Section 6. **Statutory Findings.**

In accordance with Section 12-44-40(I) of the Act, Council has found that (*i*) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally, (*ii*) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (*iii*) the purposes to be accomplished by the Project are proper governmental and public purposes, and (*iv*) the benefits of the Project to the public are greater than the costs to the public.

Section 7. **Authority to Act.**

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the intent of this resolution.

Section 8. **Severability.**

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

Section 9. **Conflicting Provisions.**

To the extent that this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.

Section 10. **Effective Date.**

This resolution takes effect upon its adoption.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO RESOLVED

Adopted this ____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose III, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A to Resolution No. 1184-R2021

Joinder Agreement
Among
Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc., all as Sponsor,
and
Airmax, LLC d/b/a Airmax SC, LLC

Reference is made to that certain Fee Agreement dated as of November 26, 2018 (*"*Fee Agreement*"*) among Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc., all as Sponsor, and Lancaster County, South Carolina (County*"*).

1. **Joinder to Fee Agreement**.

Airmax, LLC, a Delaware limited liability company d/b/a Airmax SC, LLC ("Airmax") hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except as set forth herein; and (b) acknowledges and agrees that (*i*) in accordance with the Fee Agreement, Airmax has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project (as defined in the Fee Agreement) and such designation is subject to the approval of the County by the passage of a resolution by the County Council which has been or will be obtained; (*ii*) Airmax qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Act; and (*iii*) Airmax shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement, except as set forth herein.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 12.06 of the Fee Agreement shall be sent to:

Airmax, LLC
946 Quality Drive
Lancaster, SC 29720
Attn: Brett Corbly, General Counsel

With a copy to counsel (which shall not constitute notice):

K&L Gates
300 South Tryon Street
Suite 1000
Charlotte, NC 28202
Attn: W. Ford Graham, Esq.

IN WITNESS WHEREOF, the undersigned have executed this Joinder Agreement to be effective as of the later of the dates set forth below.

Airmax, LLC

_____ _____

Date Name:
Authorized Representative for Airmax, LLC

Nutramax Manufacturing, Inc.

By: _____

Its: _____

Date: _____

Nutramax Laboratories, Inc.

By: _____

Its: _____

Date: _____

Nutramax Properties, LLC

By: _____

Its: _____

Date: _____

Nutramax Land Holdings, Inc.

By: _____

Its: _____

Date: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1792
Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development
Department: Economic Development
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Ordinance 2021-1792 approves an amendment to the 2018 Nutramax Fee Agreement. The amendment, which is also attached, is an exhibit to the ordinance. The amendment addresses which Fee Agreement (2010 or 2018) certain investments will be attributed. This is an administrative change to the agreement that was discussed with the prior resolution.

Points to Consider:
This is nothing more than an administrative change to the 2018 fee agreement and provides clarification regarding which investments are to be placed in it and which apply to the 2010 agreement.

Funding and Liability Factors:
There are no funding or liability factors.

Council Options:
County Council can approve, amend, table or reject the ordinance and first amendment.

Recommendation:
The Department of Economic Development recommends County Council approve the ordinance and first amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1792	12/5/2021	Ordinance
Exhibit A to Ordinance 2021-1792 - First Amendment to 2018 Fee Agreement - Nutramax	12/5/2021	Amendment

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1792**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE FEE AGREEMENT BY AND AMONG NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, AND NUTRAMAX LAND HOLDINGS, INC., AND LANCASTER COUNTY, SOUTH CAROLINA, DATED AS OF NOVEMBER 26, 2018.

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

Section 1. Findings and Determinations; Purpose.

A. Council finds and determines that:

1. Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Fee in Lieu of Tax Simplification Act" or "Act"), to enter into fee agreements with businesses and industries in connection with the acquisition, construction, enlargement or improvement of industrial and commercial enterprises within South Carolina;

2. In 2010 the County approved economic development incentives for investments to be made in the County by Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc. (collectively, the "Company" or "Nutramax"), more specifically, a June 7, 2010 Incentives Agreement, as amended on November 10, 2015 ("2010 Incentive Agreement"), a June 28, 2010 Fee Agreement, as amended on November 10, 2015 ("2010 Fee Agreement"), and a June 28, 2010 Infrastructure Credit Agreement, also as amended on November 10, 2015 ("2010 Infrastructure Credit Agreement") (collectively, the 2010 Incentive Agreement, the 2010 Fee Agreement, and the 2010 Infrastructure Credit Agreement are referred to as the "2010 Agreements");

3. In 2018, Nutramax proposed an expansion of its facilities and the County approved for the proposed expansion a Fee Agreement dated November 26, 2018 (the "2018 Fee Agreement");

4. Section 8.06 of the 2018 Fee Agreement addressed the relationship between the 2010 Agreements and the 2018 Fee Agreement by attributing investments made by the Company at the Project on or before December 31, 2017, to the 2010 Agreements and investments made on or after January 1, 2018, to the 2018 Fee Agreement;

5. Nutramax has requested the County to amend Section 8.06 of the 2018 Fee Agreement so that certain investments made after December 31, 2017 may be attributed to the 2010 Agreements rather than the 2018 Fee Agreement;

6. Section 12-44-40(K) of the Act provides that fee agreements may be amended; and

7. Section 12.12 of the 2018 Fee Agreement provides that the 2018 Fee Agreement may be amended by a writing signed by the parties.

B. It is the purpose of this ordinance to approve an amendment to the 2018 Fee Agreement as requested by Nutramax.

Section 2. **Approval of First Amendment.**

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting in the expansion and location of an industrial or commercial facility in the State, the First Amendment to 2018 Fee Agreement Nutramax, attached hereto as **Exhibit A** and incorporated herein by reference as if the First Amendment to 2018 Fee Agreement Nutramax was set out in this ordinance in its entirety (the "First Amendment"), is authorized, ratified, and approved.

Section 3. **Statutory Findings.**

Council makes the following additional findings:

a. The County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

b. The 2018 Fee Agreement, as amended by the First Amendment, is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally and is of substantial public benefit in that it encourages the Company to remain in the County and to make additional investments in the County;

c. The 2018 Fee Agreement, as amended by the First Amendment, gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

d. The purposes to be accomplished by the 2018 Fee Agreement, as amended by the First Amendment, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes;

e. The inducement of the retention or expansion of the Company's Project within the County and State is of paramount importance; and

f. The benefits of the Company's Project and the 2018 Fee Agreement, as amended by the First Amendment, to the public will be greater than the costs to the public.

Section 4. **Execution and Acknowledgment of First Amendment.**

The form, terms, and provisions of the First Amendment are approved. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the First Amendment in the name of and on behalf of the County, and thereupon to cause the First Amendment to be delivered to the parties to the 2018 Fee Agreement. The First Amendment is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the First Amendment attached to this ordinance.

Section 5. **Authority to Act.**

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the First Amendment and the performance of all obligations of the County under and pursuant to the First Amendment.

Section 6. Severability.

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

Section 7. Controlling Provisions.

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

Section 8. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021
Second Reading: January 10, 2022
Public Hearing: January 24, 2022
Third Reading: January 24, 2022

Approved as to form:

_____
John K. DuBose III, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

<u>Exhibit A</u> to Ordinance No. 2021-1792

First Amendment to 2018 Fee Agreement
Nutramax

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

FIRST AMENDMENT TO 2018 FEE AGREEMENT
NUTRAMAX

This FIRST AMENDMENT TO 2018 FEE AGREEMENT (this "First Amendment") is dated as of January ___, 2022 by and between NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, NUTRAMAX LAND HOLDINGS, INC. (collectively, the "Sponsor" or the "Company"), and AIRMAX, LLC d/b/a AIRMAX SC, LLC, ("Sponsor Affiliate") (Sponsor and Sponsor Affiliate, together with any subsequently joined Sponsor Affiliate(s), the "Companies"), and LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (all of the foregoing entities collectively referred to in this First Amendment as the "Parties").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into fee agreements with businesses and industries in connection with the acquisition, construction, enlargement or improvement of industrial and commercial properties within South Carolina;

WHEREAS, the County and Company entered into a June 7, 2010 Incentives Agreement, as amended on November 10, 2015 ("2010 Incentive Agreement"), a June 28, 2010 Fee Agreement, as amended on November 10, 2015 ("2010 Fee Agreement"), and a June 28, 2010 Infrastructure Credit Agreement, as amended on November 10, 2015 ("2010 Infrastructure Credit Agreement") (collectively, these three Agreements are referred to as the "2010 Agreements");

WHEREAS, in 2018, the Company proposed an expansion of its facilities for which the County and Company entered into a Fee Agreement, dated November 26, 2018 ("2018 Fee Agreement");

WHEREAS, Section 8.06 of the 2018 Fee Agreement addressed the relationship between the 2010 Agreements and the 2018 Fee Agreement by attributing investments made by the Company at the Project on or before December 31, 2017, to the 2010 Agreements and investments made on or after January 1, 2018, to the 2018 Fee Agreement;

WHEREAS, the Companies have requested the County to amend Section 8.06 of the 2018 Fee Agreement so that certain investments made after December 31, 2017, but on or before December 31, 2020, may be attributed to the 2010 Agreements rather than the 2018 Fee Agreement;

WHEREAS, Section 12-44-40(K) of the Act provides that fee agreements may be amended; and

WHEREAS, Section 12.12 of the 2018 Fee Agreement provides that the 2018 Fee Agreement may be amended by a writing signed by the parties.

NOW, THEREFORE, in consideration of the above and the respective agreements contained in the 2018 Fee Agreement and this First Amendment, the Parties hereby agree as follows:

SECTION 1. Article VIII, Section 8.06 of the 2018 Fee Agreement is amended to read:

> The parties hereto agree that investments made by the Company at the Project on or before December 31, 2020 shall be subject, as applicable, to the 2010 Agreements; and that investments made by the Company at the Project on or after January 1, 2021 shall be subject, as applicable, to the provisions of this Agreement.

SECTION 2. This First Amendment controls over any contrary or inconsistent provisions of the 2018 Fee Agreement. Every provision of the 2018 Fee Agreement not amended or modified by the terms of this First Amendment shall remain unchanged and in full force and effect.

SECTION 3. A. The County represents that (*i*) it is a body politic and corporate and a political subdivision of South Carolina, (*ii*) it is authorized by the Act to enter into this First Amendment, (*iii*) it has approved this First Amendment in accordance with the procedural requirements of the Act, the County Council and other applicable law, and (*iv*) it has authorized its officials to execute and deliver this First Amendment by adoption of Ordinance No. 2021-1792.

B. Each company represents that it (*i*) is organized, validly existing, and in good standing under the laws of the state of organization or incorporation, (*ii*) is authorized to transact business in South Carolina, (*iii*) has the power to enter into this First Amendment, (*iv*) has by proper action approved this First Amendment, and (*v*) has authorized its officials to execute and deliver this First Amendment.

SECTION 4. This First Amendment 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. Company agrees to reimburse County its administrative expenses, including attorney's fees, related to this First Amendment and Resolution No. 1184-R2021 promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from County. The written request shall include a description of the nature of the administrative expenses.

SECTION 6. This First Amendment is effective as of the date first above written.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the Parties have executed this First Amendment, as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

NUTRAMAX MANUFACTURING, INC.

By:_____
Its:_____

NUTRAMAX LABORATORIES, INC.

By:_____
Its:_____

NUTRAMAX PROPERTIES, LLC

By:_____
Its:_____

NUTRAMAX LAND HOLDINGS, INC.

By: _____
Its:_____

AIRMAX, LLC,
d/b/a AIRMAX SC, LLC

By:_____
Its:_____

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson/Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Whether to appoint Landon Hood to the Fire Commission as the Van Wyck Fire District representative. If appointed, he would be replacing John Roberts, who is unable to complete his term, and he would be filling an unexpired term that would end on 06/30/2023.

Points to Consider:
The Fire Commission's recommendation letter for the appointment of Landon Hood is attached for Councils 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
Recommendation Letter from the Fire Commission for the Appointment of Landon Hood	12/6/2021	Backup Material

Lancaster
County
Fire Rescue

PO Box 1809
Lancaster, SC
29721

Business Phone
803-283-8888

Fax
803-283-6333

E-mail
LCFIRE@comporium.net

Proud and Progressive

TO: Sherrie Simpson, Clerk to Council

FROM: Justin L. McLellan, Fire Commission Chairman JLM

DATE: December 6, 2021

SUBJECT: Replacement for Fire Commission – Van Wyck

The Lancaster County Fire Commission respectfully submits the name of a new member from the Van Wyck Fire District for approval by the Lancaster County Council. This member will replace the current member who is unable to fulfill the remainder of their term through June 2023.

Van Wyck Fire Department
Landon Hood

Lancaster, SC 29720

If you have questions or need any additional information, please contact the Fire Rescue office.

JLM/dmg

cc: Darren Player, Lancaster County Fire Rescue

Agenda Item Summary

Ordinance # / Resolution #: None
Contact Person / Sponsor: Clay Catoe / EMS
Department: EMS
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Lancaster County has received a State Grant from DHEC that allows for the purchase or upgrade of medical equipment. Lancaster EMS would like to use these funds and county grant match account funds to upgrade Pediatric Emergency Response Equipment.

Lancaster County EMS is attempting to become certified as a Pediatric Emergency Response Service and this equipment meets many of the State Requirements.

Points to Consider:
These kits are extremely expensive, but offer a much more detailed response plan. These kits come with customization to each services specific needs and a Mobile platform to help cut down on medication calculation errors in the heat of the moment. Moving to these kits will help improve our response, potential patient outcomes and move Lancaster EMS one step closer to becoming a Pediatric Emergency Response Agency in South Carolina.

Funding and Liability Factors:
While this does not fund one for each EMS unit in the fleet, it does fund all the frontline units and the supervisor QRV's. The kits will be moved from one unit to another unit as crews need to move units due to mechanical issues. EMS currently has 18 EMS units in the fleet, of which 9 run as full-time units each day. This purchase will put these kits on 50% of our current fleet. The matching funding needed will be $2,239.83 which could be taken from the Grant Match Funding account.

Council Options:
Approve the use of the Grant Funds for this project or deny this usage and request the funds be used towards another equipment project.

Recommendation:
Approve this project.

ATTACHMENTS:

Description	Upload Date	Type
DHEC Letter and Price Quote	11/1/2021	Backup Material
Handtevy Kit Items	11/24/2021	Backup Material

dhec
Healthy People. Healthy Communities.

September 23, 2021

Lancaster County
Attention: Steve Willis, County Administrator
PO Box 1809
Lancaster, South Carolina 29721-1809

Re: EMS – GIA Funds SFY2022

Dear Mr. Willis:

The South Carolina Department of Health and Environmental Control ("DHEC") distributes state appropriated EMS funds in accordance with Section 34.8 of the Part IB Provisos of the 2021-2022 Appropriations Act. The funds must be utilized as outlined in this document and for the purpose of improving and upgrading the Emergency Medical Services system throughout the state. The funds are allocated in accordance with the following methodology or formula: 50% of the funds appropriated will be allocated equally among the 46 counties in SC and the remaining 50% will be allocated based on the proportion of the population in each county. **Lancaster County's** allocation for Fiscal Year 2021-2022 is determined to be **$10,770.38**.

Proviso 117.21 in the Miscellaneous Provisions section of the Act requires organizations receiving contributions from DHEC in the Appropriations Act to provide the following documentation by November 1st of the year that the funds are to be received:

1. An accounting of how the state funds will be spent;
2. Goals to be accomplished;
3. Proposed measures to evaluate success in implementing and meeting the goals;
4. A copy of your adopted budget for the current year; and
5. A copy of your organization's most recent operating financial statement.

Disbursement of these funds will take place once this information has been received, reviewed, and processed by DHEC. No funds shall be disbursed to organizations or purposes which practice discrimination against persons by virtue of race, creed, color, or national origin.

Proviso 117.21 further requires for accountability purposes that an organization receiving funds from DHEC submit a report to the Department by June 30th that includes the following information:

1. An accounting of how the funds were spent; and

2. Outcome measures used to determine the success of the stated goals.

In addition to these requirements, Proviso 34.8 requires local matching funds to be provided by the recipients of the allocations. In order to meet these requirements, we will need the following:

1. Documentation that the receiving party meets the 5.5% matching amount and a description of the local matching funds.

Please remember to timely submit such information to DHEC should your organization receive EMS funds.

Code Section 11-9-110 requires that an organization receiving funds submit to the Executive Budget Office and the Revenue and Fiscal Affairs Office by the end of the fiscal year (June 30, 2022) a detailed statement explaining the nature and function of its organization as well as a detailed statement explaining the use that was made of the funds. Funds will not be distributed to an organization until it agrees in writing to allow the State Auditor to audit or cause to be audited the Funds.

The above documentation must be sent by mailing paper copies to Mary Neely, Grant in Aid, DHEC Bureau of EMS, 2600 Bull Street, Columbia, SC 29201 or by emailing electronic copies to EMSGIA@DHEC.SC.GOV.

Please contact Mary Neely at (803) 545-4273 or email at EMSGIA@DHEC.SC.GOV if you have any questions or need further assistance.

Sincerely,

Gwendolyn C. Thompson

Gwen Thompson
Director of Healthcare Quality

I agree to provide the required documentation outlined in this letter. I agree to allow the State Auditor to audit or cause to be audited the funds. I am a representative of **Lancaster County**, authorized to legally commit this organization.

STEVE WILLIS

Print Name (Authorized Party)

Steve Willis

Signature (Authorized Party)

10-15-21

Date

HANDTEVY
Pediatric Emergency Standards

Quote

Company Info: Pediatric Emergency Standards, Inc.
11870 State Rd 84 Suite C5
Davie, FL 33325

Phone: (954) 944-1114
FAX: (954) 653-3792

Expiration Date: 11/12/2021
Quote Number: Q-00533

Account Name: Lancaster County EMS SC
Account #: 100159

Client Contact: Sherri Brady
Sales Associate: Julie Kurman

Bill To: PO Box 1809
Lancaster, South Carolina 29721

Ship To: 2006 Pageland Hwy
Lancaster, South Carolina
29720

Product Code	Description	Quantity	List Price	Discount, %	Unit Price	Total
Pre-Hospital Start-Up Block	Customization to Protocol Handtevy Mobile (iOS, Android, Windows) Medication Management Software Access Clinical & Technical Support	1.00	$4,795.00	0.00	$4,795.00	$4,795.00
HPB302	Customized Medication & Equipment Guide Handtevy Length Based Tape Twenty (20) Badge Buddies	11.00	$280.00	16.07	$235.00	$2,585.00
HPB6100	Each Pediatric Bag includes: 7 Equipment Pouches Side Compartment Organizer	11.00	$490.00	0.00	$490.00	$5,390.00

Subtotal	$13,265.00
Discount	$495.00
Total Price	$12,770.00
Tax	$0.00
Shipping and Handling	$240.21
Grand Total	$13,010.21

To place an order, please email or fax a copy of the signed Quote and Purchase Order to: Sales@Handtevy.com or (954) 653-3792.

PES requires execution of a Purchase Order for all sales above $5,000 before applicable freight and taxes. The undersigned, on behalf of Customer, represents that he or she has the authority to sign this Quote and/or Purchase Order for Customer, that Customer is bound hereby and agrees to the terms, conditions and pricing denoted. Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer may provide PES with a tax exemption certificate, if applicable.

_____ (Print Name)	_____ (Title)
_____ (Authorized Signature)	_____ (Effective Date)

Remainder of this Page Intenitionally Left Blank

2 YEAR

QTY	DESCRIPTION	QTY	DESCRIPTION
01	BLADE MILLER #2	01	CATHETER 18GA
01	ET TUBE 4.5 UNCUFFED	01	CATHETER 20GA
01	NPA 20FR	01	CATHETER 22GA
01	SUCTION CATHETER 10FR	01	OPA 60MM (BLACK)
01	SYRINGE 1CC	01	PACKAGE LABEL
01	SYRINGE 3CC	01	BAG 5X7 ZIPLOCK
01	SYRINGE 10CC	01	BAG 8X10 ZIPLOCK

3 & 4 YEAR

QTY	DESCRIPTION	QTY	DESCRIPTION
01	BLADE MILLER #2	01	CATHETER 18GA
01	ET TUBE 5.0 UNCUFFED	01	CATHETER 20GA
01	NPA 22FR	01	CATHETER 22GA
01	SUCTION CATHETER 10FR	01	OPA 60MM (BLACK)
01	SYRINGE 1CC	01	PACKAGE LABEL
01	SYRINGE 3CC	01	BAG 5X7 ZIPLOCK
01	SYRINGE 10CC	01	BAG 8X10 ZIPLOCK

5 & 6 YEAR

QTY	DESCRIPTION	QTY	DESCRIPTION
01	BLADE MILLER #2	01	SYRINGE 10CC
01	BLADE MAC #2	01	CATHETER 18GA
01	ET TUBE 5.5 UNCUFFED	01	CATHETER 20GA
01	STYLETTE 10FR	01	OPA 70MM (WHITE)
01	NPA 24FR	01	PACKAGE LABEL
01	SUCTION CATHETER 10FR	01	BAG 5X7 ZIPLOCK
01	SYRINGE 1CC	01	BAG 8X10 ZIPLOCK
01	SYRINGE 3CC		

7 & 8 YEAR

QTY	DESCRIPTION	QTY	DESCRIPTION
01	ET TUBE 5.5 UNCUFFED	01	SYRINGE 10CC
01	BLADE MILLER #2	01	CATHETER 18GA
01	BLADE MAC #2	01	CATHETER 20GA
01	ET TUBE 6.0 UNCUFFED	01	OPA 80MM (GREEN)
01	NPA 26FR	01	PACKAGE LABEL
01	SUCTION CATHETER 10FR	01	BAG 5X7 ZIPLOCK
01	SYRINGE 1CC	01	BAG 8X10 ZIPLOCK
01	SYRINGE 3CC		

9-13 YEAR

QTY	DESCRIPTION	QTY	DESCRIPTION
01	BLADE MILLER #3	01	SYRINGE 3CC
01	BLADE MAC #3	01	SYRINGE 10CC
01	ET TUBE 6.5 UNCUFFED	01	CATHETER 18GA
01	ET TUBE 7.0 UNCUFFED	01	CATHETER 20GA
01	NPA 26FR	01	OPA 80MM (GREEN)
01	SUCTION CATHETER 10FR	01	PACKAGE LABEL
01	SUCTION CATHETER 12FR	01	BAG 5X7 ZIPLOCK
01	SYRINGE 1CC	01	BAG 8X10 ZIPLOCK

TOP BIN

QTY	DESCRIPTION	QTY	DESCRIPTION
01	3 INCH ACE	01	SCISSORS
01	3 INCH CLING	01	THERMOMETER
01	1" SILK TAPE	02	NEEDLE 21GA X 1"
01	BITE STICK	02	NEEDLE 25GA X 1"
01	MAD DEVICE	01	SYRINGE 1CC
01	PEN LIGHT	01	SYRINGE 3CC
04	THERMOMETER COVERS	01	SYRINGE 10CC
02	VIAL ACCESS CANNULA	01	IV START KIT
01	3-WAY STOPCOCK	01	PACKAGE LABEL
01	LARYNGO HANDLE PEDI	03	BAG 4X6 ZIPLOCK
01	MAGIL FORCEPS PEDI	01	BAG 8X10 ZIPLOCK
03	ELECTRODES PEDI		

BOTTOM BIN

QTY	DESCRIPTION	QTY	DESCRIPTION
01	BVM – CHILD W/MASK	01	SAFETY GLASSES
01	BP CUFF INFANT	01	SYRINGE 60CC
01	BP CUFF CHILD	02	TRAUMA SLEEVE
01	DUAL HEAD STETHOSCOPE	01	TUBE HOLDER PEDI
01	ARM BOARD 9"	01	PACKAGE LABEL
01	BULB SYRINGE	01	BAG 12X9 ZIPLOCK
01	NASAL CANNULA PEDI	01	BAG 18X20 ZIPLOCK

UNDER 1 YEAR

QTY	DESCRIPTION	QTY	DESCRIPTION
01	BLADE MILLER #1	01	SYRINGE 3CC
01	ET TUBE 2.5 UNCUFFED	01	SYRINGE 10CC
01	ET TUBE 3.0 UNCUFFED	01	CATHETER 22GA
01	ET TUBE 3.5 UNCUFFED	01	CATHETER 24GA
01	NPA 14FR	01	OPA 50MM (BLUE)
01	SUCTION CATHETER 6FR	01	PACKAGE LABEL
01	SUCTION CATHETER 8FR	01	BAG 5X7 ZIPLOCK
01	SYRINGE 1CC	01	BAG 8X10 ZIPLOCK

1 YEAR

QTY	DESCRIPTION	QTY	DESCRIPTION
01	BLADE MILLER #1	01	CATHETER 20GA
01	ET TUBE 4.0 UNCUFFED	01	CATHETER 22GA
01	NPA 18FR	01	CATHETER 24GA
01	SUCTION CATHETER 10FR	01	OPA 60MM (BLACK)
01	SYRINGE 1CC	01	PACKAGE LABEL
01	SYRINGE 3CC	01	BAG 5X7 ZIPLOCK
01	SYRINGE 10CC	01	BAG 8X10 ZIPLOCK

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1785 - HELD
Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development
Department: Economic Development
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Project Arrowhead is a well-established and respected U.S. based advanced manufacturing operation that is considering opening a new Southeast production facility. The operation is expected to employ 106 associates within five years and result in a capital investment of $22 million. Arrowhead has placed a purchase contract on 992 Quality Drive in Lancaster. The building purchase is contingent on no outstanding building or site issues, as well as securing county and state incentives for the project.

The Lancaster County Department of Economic Development (LCDED) has proposed the following county incentives be made available for the project:

- Assignment to Project Arrowhead of the existing Fee-In-Lieu-of-Taxes (FILOT) Agreement for 992 Quality Drive that was approved in 2008. The FILOT is for 20-years and has 7-years remaining on it. The FILOT provides an assessment rate of 6% for the building and land, a fixed millage rate of 282 mills and set building value of $9,000,000.

- Extension of the existing FILOT by an additional 18-years.

- A 30-year FILOT with an assessment rate of 6% with a fixed millage rate of 338.5 mills and 5-year investment period. The FILOT will apply to all new investment at the facility.

- A 15-year Special Source Revenue Credit (SSRC) of 50% annually to be applied against the new FILOT.

The aforementioned incentives have annual job and investment requirements in order to receive the full amount of the proposed incentives. If those requirements are not met, the incentives will either be reduced or terminated.

This ordinance and amendment assigns the existing 2008 FILOT agreement for 992 Quality Drive to Project Arrowhead and extends the 20-year FILOT by eighteen additional years in order for Arrowhead to receive a 25-year FILOT benefit on the building and land.

Points to Consider:
- Project Arrowhead is an advanced manufacturing company that is a leader in the industry sector. The company has an excellent reputation and will be a great addition to Lancaster County's manufacturing sector.

- Approximately 103 of the 106 jobs that Arrowhead is expected create will have wages of at least $23.00/hour.

- Arrowhead will locate in a building in Lancaster that has been vacant for approximately four years.

- Property tax revenue generated by Arrowhead after the incentives will be 50% higher than what is currently being generated by the property.

- Arrowhead is expected to have an annual payroll of $10.4 million.

Funding and Liability Factors:
There are no funding or liability factors.

Council Options:

County Council can approve, reject, amend or table the ordinance and amendment.

Recommendation:
LCDED recommends that County Council approve the ordinance for Project Arrowhead.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1786 - HELD
Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development
Department: Economic Development
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Project Arrowhead is a well-established and respected U.S. based advanced manufacturing operation that is considering opening a new Southeast production facility. The operation is expected to employ 106 associates within five years and result in a capital investment of $22 million. Arrowhead has placed a purchase contract on 992 Quality Drive in Lancaster. The building purchase is contingent on no outstanding building or site issues, as well as securing county and state incentives for the project.
The Lancaster County Department of Economic Development (LCDED) has proposed the following county incentives be made available for the project:

- Assignment to Project Arrowhead of the existing Fee-In-Lieu-of-Taxes (FILOT) Agreement for 992 Quality Drive that was approved in 2008. The FILOT is for 20-years and has 7-years remaining on it. The FILOT provides an assessment rate of 6% for the building and land, a fixed millage rate of 282 mills and set building value of $9,000,000.
- Extension of the existing FILOT by an additional 18-years.
- A 30-year FILOT with an assessment rate of 6% with a fixed millage rate of 338.5 mills and 5-year investment period. The FILOT will apply to all new investment at the facility.
- A 15-year Special Source Revenue Credit (SSRC) of 50% annually to be applied against the new FILOT.

The aforementioned incentives have annual job and investment requirements in order to receive the full amount of the proposed incentives. If those requirements are not met, the incentives will either be reduced or terminated.

County Council is being asked to vote on the ordinance and agreement that provides the FILOT and SSRC terms and conditions for Project Arrowhead's new investment.

Points to Consider:

- Project Arrowhead is an advanced manufacturing company that is a leader in the industry sector. The company has an excellent reputation and will be a great addition to Lancaster County’s manufacturing sector.
- Approximately 103 of the 106 jobs that Arrowhead is expected create will have wages of at least $23.00/hour.
- Arrowhead will locate in a building in Lancaster that has been vacant for approximately four years.
- Property tax revenue generated by Arrowhead after the incentives will be 50% higher than what is currently being generated by the property.
- Arrowhead is expected to have an annual payroll of $10.4 million.

Funding and Liability Factors:
There are no funding or liability factors.

Council Options:
County Council can approve, reject, amend or table the ordinance and agreement.

Recommendation:
LCDED recommends that County Council approve the ordinance and agreement for Project Arrowhead.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1784 - HELD
Contact Person / Sponsor: Dennis Marstall/Administration, Jim Kiley/GIS, John DuBose/County Attorney
Department: Administration
Date Requested to be on Agenda: 12/13/2021

Issue for Consideration:
Consideration of Lancaster County redistricting map for Council districts 2022 - 2030.

Points to Consider:
Every ten years County Council must redraw the Council district lines to account for the population numbers. This was last done in 2011 for the 2010 Census and now in 2021 this must be done again to account for the 2020 Census numbers.

This process is governed by South Carolina Code of Laws Section 4-9-90.

The County, acting by and through its Council, has adopted the criteria that it has elected to use, to maintain compliance with the United States Constitution, the Constitution of the State of South Carolina, Section 4-9-90 of the Code of Laws of South Carolina 1976, as amended, and the United States Voting Rights Act of 1965, as amended, to realign the boundaries of the Election Districts and the following criteria were utilized in developing the Redistricting Plan:

1. Adhere to the court-ordered Constitutional requirement of one (1) person, one (1) vote and do so by following constitutionally mandated equal protection requirements and accepted population variances;

2. Adhere to a state law population variance per district under ten percent (10%);
3. Adhere to the Law and controlling court decisions;
4. Ensure that parts of each proposed County Council District are contiguous;
5. Respect "Communities of Interest;"
6. Attempt to maintain constituent consistency;
7. Attempt to avoid splitting voting precincts;
8. Solicit and consider public input;

We no longer fall under Pre-clearance from the U.S. Department of Justice. That said, the Voting Rights Act is still in effect and judicial review is always a possibility.

The maps attached to Committee agendas were drafts for the Committee's consideration and Council's consideration. The drawing of the lines is a Council policy decision. As staff, the aim is to make sure that the numbers for districts in the draft version are in compliance with applicable statutory law and case law.

As previously stated, one thing that is allowed is to protect incumbents and not make them have to run against each other. This has been accomplished with the exception of District 4 which is moving to the panhandle. Councilman Honeycutt has stated he is not running for re-election and a new member will represent this District in 2023.

We also maintained our single Council majority - minority district (Council District #2) so regression should not be a concern. This keeps us in compliance with Section 2 of the Voting Rights Act.

Drawing the lines is a political/ policy exercise, but does require equal distribution of representation across all seven districts. The 2020 Census number for Lancaster County was 96,016. Divided by 7 districts that means ideally each County Council District would contain 13,717 (rounded) residents. Please note this is based on residents and not registered voters, citizens, or other designation.

Given the panhandle area (Census Tract 112) grew far more than other portions of the county, it now has enough population to account for 2.97 Council districts. This means one Council district currently in another area must move to the panhandle. The Council Districts outside the panhandle that were under the ideal number must grow to fill in the gap by the shifting of one district to the panhandle.

A key point is that, pursuant to earlier Council direction, we left congregate residential settings, such as nursing homes, correctional facilities, etc. in their location. Those residents are included in the calculation of each district population count.

As Council considers the lines and numbers, please note:

- It is impossible to have 7 districts with the prefect number. We tried to get as close as possible. As noted in the Revenue and Fiscal Affairs handout, this keeps us in compliance with the 14th Amendment.
- When drawing lines we must draw using GIS/ Census polygons. Dividing lines are normally streets, creeks, high-power lines, and similar non-movable points. We cannot draw based on property parcel lines.
- It should be noted that an effort to avoid splitting communities of interest should be made but that is to the extent possible. As noted, it is simply impossible to have 7 equal districts.

The draft map has been sent to Victor Frontroth at Revenue and Fiscal Affairs for a review. Bobby Bowers did this for the County in 2011 and is simply an extra set of eyes on the map.

Finally, it should be noted that while the Delegation has historically followed the County Council lines for the School District lines that is not a legal requirement.

Funding and Liability Factors:
Not applicable.

Council Options:
Approve or disapprove of the redrawn election district map.

Recommendation:
This is now presented for Council input and decision. Attached for informational purposes is the latest draft Council District map that was considered by the Redistricting Committee, a map showing the population in each Census Tract, as well as a handout from Revenue and Fiscal Affairs.