

Planning Commission Members

District 1: Alan Patterson
 District 2: T. Yokima Cureton
 District 3: Charles Deese, Chair
 District 4: Judianna Tinklenberg
 District 5: James Barnett, Vice-Chair
 District 6: Sheila Hinson
 District 7: Ben Levine

**County Attorney**

Ginny L. Merck-Dupont

Clerk to Planning Commission

Jennifer Bryan

Development Services Director

Allison Hardin

December 7, 2023

5:00 PM

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

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

AGENDA

1. Call to Order Regular Meeting and Roll Call Vote

2. New Business

a. CP-2023-1464 Greybridge Macmillan LLC

Application by Lancaster County on behalf of Brian Cillian/Greybridge MacMillan LLC and LEH SC MacMillan LLC to change FLU map/Comprehensive Plan designation of 7.286 acres at 1662 MacMillan Park Drive (TM# 0007-00-008.05) from Employment Center to Neighborhood Mixed-Use allow rezoning from Light Industrial (LI) to Institutional (INS) District in order to convert existing structure to a K-12 private school facility.

b. SD-2022-2205 The Sands at Kershaw f/k/a Little Dude

Application by Earl Coulston/Coulston Enterprises, for a Preliminary Plat for 38.02 acres located at the southeast corner of Fork Hill Road and Little Dude Avenue in Kershaw (TM #0141-00-024.00) for a single-family residential development of 74 lots.

c. SD-2023-0325 Jasmine Hills

Application by Mohamed Altwaigi/Rass Investments LLC for a Preliminary Plat for 34.14 acres straddling Pettus Road northwest of the intersection with Barberville Road (TM# 0003-00-058.00) for a subdivision of 75 single-family lots.

d. SD-2023-0765 Cane Mill/Coulston

Application by Andy Coulston on behalf of Coulston Enterprises for a Preliminary Plat for 11.758 acres located at Sienna Lane off Cane Mill Road (TM 0087-00-088.00) for a subdivision of 17 single-family lots.

e. SD-2023-1409 The Pinnacle at Sunset Point (Edgewater)

Application by True Homes for a Preliminary Plat for 9.14 acres at the intersection of Bethel Boat Landing Road and Spinnaker Way (TM 0104-00-022.01) for 19 single-family lots. This area is part of the Edgewater community.

f. NRN-2023-2146 Elite Avenue

Application by Gopalakrishna Kesineni to name a private road extending from Lenger's Way behind QT and KFC in Indian Land.

g. Overview of next month's Agenda

h. Other

i. Discussion: Comp Plan Comments

Continued discussion regarding Comprehensive Plan feedback. Please prepare written comments.

ii. Discussion: Continuing Education

3. Adjourn

Agenda Item Summary

Ordinance # / Resolution #: CP-2023-1464 Greybridge Macmillan LLC

Contact Person / Sponsor: A. Hardin

Department: Planning

Date Requested to be on Agenda: 12/7/2023

Points to Consider:

Companion to RZ-2023-1464.

ATTACHMENTS:

Description	Upload Date	Type
Application: Owner Signature	12/4/2023	Exhibit
Application: Marstall Signature	12/4/2023	Exhibit
Location Map	12/4/2023	Exhibit

COMPREHENSIVE PLAN AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS:

- Completed Application
- Signatures of Applicant & Property Owner(s)
- Deed and Survey Plat (or Boundary Survey)
- Fees associated with review

GENERAL INFORMATION

Property Address 1662 Macmillan Park Drive

City Lancaster State SC Zip 29720 Tax Parcel ID 0007-00-008.05

Current Zoning LI Current FLU Employment Center: Suburban Office Center

Proposed Amendment Convert FLU for parcel 0007-00-008.05 from Employment Center/Suburban Office Center to Neighborhood Mixed Use

Total Acres N/A Surrounding Property Description Light Industrial

Is there a Rezoning Application associated with this request? Yes: RZ-2023-1464

Intended Use/Reason for change in use locating a private school in the existing structure
(Marvin Academy)

CONTACT INFORMATION

Applicant Name Lancaster County Administration on behalf of County Council
County Administrator Dennis Marstall

Address 101 N. Main Street

City Lancaster State SC Zip 29720 Phone 803-416-9508

Email dmarstall@lancastersc.net

Property Owner Name Greybridge Macmillan LLC/ Brian Cillian

Address 910 Giacomo Drive

City Waxhaw State NC Zip 28173 Phone 704-681-4270

Email: brian@greybridgepartners.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: Dennis Marstall, County Administrator

Date

Property Owner(s) Brian Cillian

Date



11/7/23

ATTACH OWNER'S NOTARIZED WRITTEN AUTHORIZATION WITH PROPERTY INFORMATION
IF THE APPLICANT IS NOT THE OWNER

SCHEDULE/PROCESS

Submission of Application

- Please schedule a pre-submittal meeting with planning staff to answer questions and prevent delays.
- 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 an upcoming Planning Commission agenda.
- If the application is intended to amend the use of only a portion of an existing parcel then a survey subdividing the lot will need to be approved by staff prior to the Planning Commission hearing. This survey, and a deed for the newly created parcel, will need to be recorded no later than the second reading at County Council.
- An application withdrawal should be made in writing and received PRIOR TO PUBLIC NOTICE in order to receive a refund. If notice has been published, fee cannot be refunded.

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.

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 amending FLU, 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 5:00 pm on the first Monday of the month to make arrangements.



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721

Phone: 803.285.6005, planning@lancastercountysc.net

www.mylancastersc.org

COMPREHENSIVE PLAN AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS:

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(Marvin Academy)

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County Administrator Dennis Marstall

Address 101 N. Main Street

City Lancaster State SC Zip 29720 Phone 803-416-9508

Email dmarstall@lancastersc.net

Property Owner Name Greybridge Macmillan LLC/ Brian Cillian

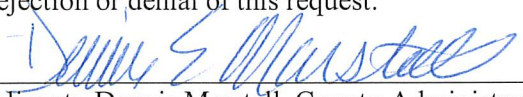
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City Waxhaw State NC Zip 28173 Phone 704-681-4270

Email: brian@greybridgepartners.com

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Applicant: Dennis Marstall, County Administrator

11/16/23
Date

Property Owner(s) Brian Cillian

Date

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INFORMATION IF THE APPLICANT IS NOT THE OWNER

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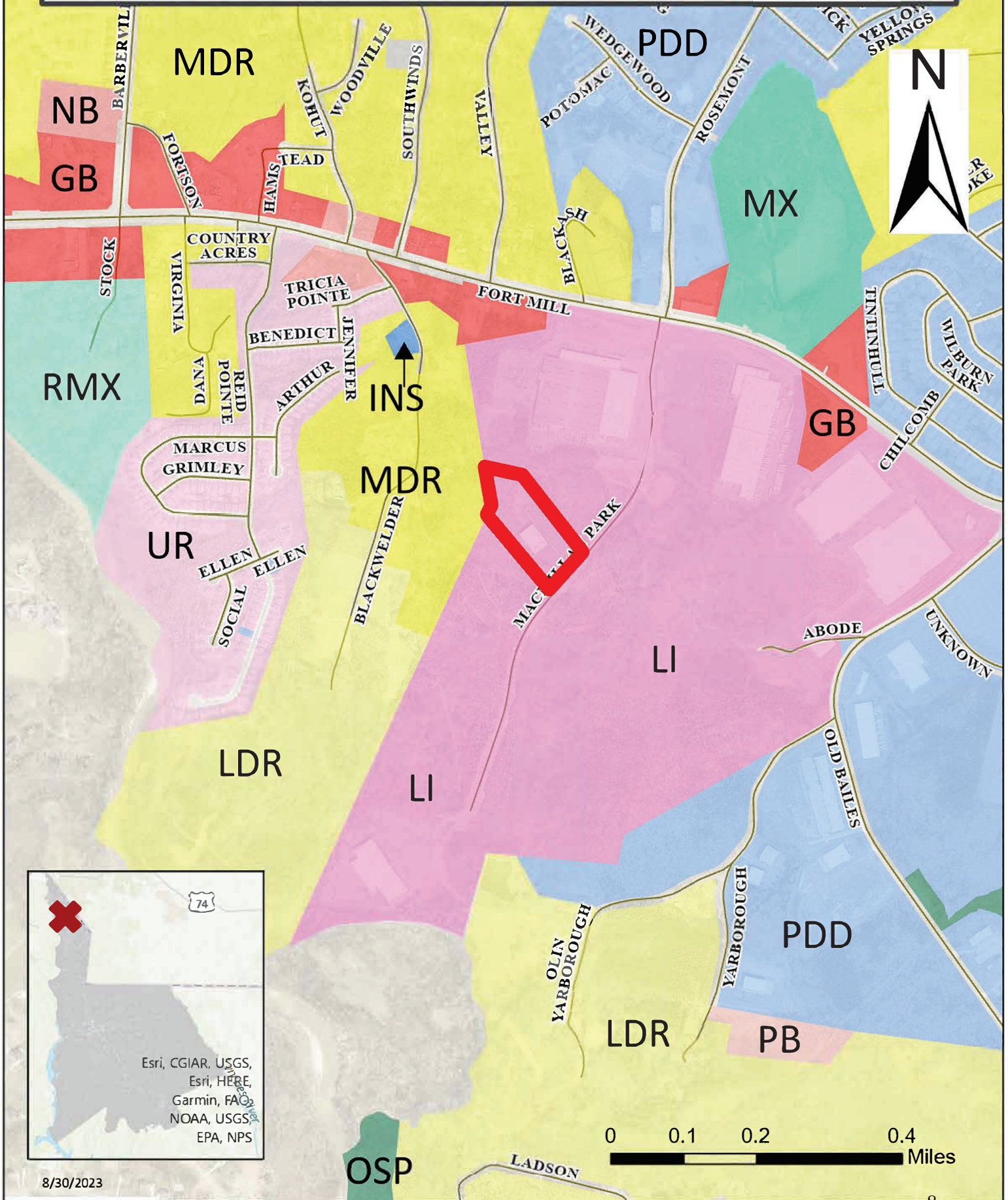
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CP 20231464 - Greybridge MacMillan LLC



Agenda Item Summary

Ordinance # / Resolution #: SD-2022-2205 The Sands at Kershaw f/k/a Little Dude

Contact Person / Sponsor: A. Hardin

Department: Planning

Date Requested to be on Agenda: 12/7/2023

Points to Consider:

Originally presented September 2023.

ATTACHMENTS:

Description	Upload Date	Type
Application	12/4/2023	Exhibit
Location Map	12/4/2023	Exhibit
Revised Site Plan	12/4/2023	Exhibit
Response to Comments	12/4/2023	Exhibit



Planning Department

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Phone: 803.285.6005, planning@lancastercountysc.net

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MAJOR SUBDIVISION PRELIMINARY PLAT

WHEN TO USE THIS PROCESS:

Use the attached checklist for subdivisions that

- Create 6 or more lots for any type of development; or
- Create new streets or alleys; or
- Increase the number of lots in a major subdivision previously approved by Lancaster County

APPLICATION AND APPROVAL PROCESS

- **Sketch Plan Application:** Complete the Sketch Plan review process prior to submission of a Major Subdivision Preliminary Plat. Sketch Plans are usually a one-sheet conceptual drawing. Refer to the **Sketch Plan Checklist** for additional information.
- **Required Pre-Application Conference:** Please call to schedule a Pre-Application Conference prior to submitting a Preliminary Plat application. The conference will be used to provide an overview of applicable standards and the approval process, as well as additional feedback on your sketch.
- **Traffic Impact Analysis:** Submit a TIA to County and SCDOT for review and Approval. This process is initiated by submitting a scoping request to County and SCDOT for approval prior to TIA preparation. Please note TIAs are reviewed on behalf of the County by consulting traffic engineers. Applicants are responsible for payment of consultant's fees prior to TIA review, based on an estimate prepared by County Engineering staff.

Prepare the Preliminary Plat using the attached checklist (see below) and the current UDO available on our website. Project can be submitted online by creating an account at <https://evolvepublic.infovisionsoftware.com/lancaster/?portal=project>

SUBMIT THE FOLLOWING ITEMS FOR PLAN REVIEW:

- Application with contact and project information (see p. 2)
- Fees: After submitting documents, you will receive an email with fees due and forms of payment accepted, along with a link to online payment portal. Plans will not be routed for review until payment and hard copies are received (if needed- see below).
- Two (2) paper copies of Preliminary Plat and Supporting Data is required for all submittals over 10 pages.

Plans will be reviewed by County staff and a notice of revision, if required, will be sent to the designated contact person. Prior to the Planning Commission meeting, staff will review the plan with the Technical Review Committee. After Planning Commission approves the plat, you will receive a notification that you can print the stamped digital set from Evolve Project Portal. Upon the approval of a Preliminary Plat, detailed plans for street construction, utility line installations, and similar approvals shall be included in detailed **Civil Construction Plans**.

PROJECT INFORMATION

Project Address/Location: SE Corner of Fork Hill Road and Little Dude Ave

Tax Map ID/Parcel No.: 0141-00-024.00

Project Description: Proposed subdivision: 76 single family detached homes

Applicant Name: Earl Coulston

Address: 8332 Regent Parkway, Fort Mill, SC 29715

Phone: (704) 507-2175 Email: earl@coulstondev.com

Property Owner Name: Coulston Enterprises, Inc

Address: 8332 Regent Parkway, Fort Mill, SC 29715

Phone: (704) 507-2175 Email: earl@coulstondev.com

Other Project Contacts

Name: Barry M. Fay, PE (American Engineering)

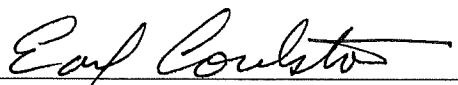
Address: 8008 Corporate Center Drive, Charlotte, NC 28226

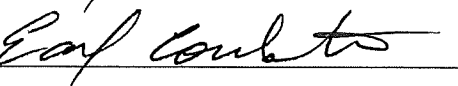
Phone: (704) 375-2438 Email: bfay@american-ea.com

Name: Andy Coulston

Address: 8332 Regent Parkway, Fort Mill, SC 29715

Phone: (704) 507-2177 Email: aecoulston@gmail.com

Applicant Signature:  Date: 8-2-23

Owner Signature:  Date: 8-2-23

Owner Signature: _____ Date: _____

(For additional owners, attach copies of this page with required signatures)

PRELIMINARY PLAT CHECKLIST

The following identifies information required on Preliminary Plat drawings; however, this checklist should not be used as a substitute to reviewing the UDO.

GENERAL PROJECT INFORMATION:

Please identify the following general information on the site plan drawing either within a notes section or on the plat drawing itself, as appropriate.

1. Proposed name of project.
2. Name, mailing address, email address, and phone number of the owner and/or developer and designer of the site plan.
3. Map scale using appropriate engineer's scale, north arrow, and date.
4. Vicinity map (1" = 1 mile min. scale).
5. Total acreage to be developed.
6. Boundaries of the tract to be developed with all bearings and distances. At least two points of the survey must be tied to SC geodetic control points [See State Plane Coordinate Checklist]
7. Proposed use of all lots to be used. See "zoning considerations" section above. Be sure to designate any lots proposed to be used for uses other than single-family residential.
8. Tax map number.
9. Zoning district classification and, if applicable, overlay zone(s).
10. Land use, zoning district classification, and tax map number of adjacent properties, names of adjacent developments, and owners of adjoining parcels.
11. Total number of lots and layout of all lots, including building setback lines, scaled dimensions, area in square feet, lot numbers (if multiple lots), and utility easements with width and use.
12. Location and dimensions of all proposed buildings including number of stories and total square footage by use.
13. Building setbacks and proposed impervious surface calculation.
14. In case of re-subdivision, submit a copy of existing plat.

EXISTING CONDITIONS:

Please identify the following existing conditions on the plan drawing that may be located on the subject property or adjacent areas.

1. Topography by contours at vertical intervals of not more than five feet. All elevations shall refer to Mean Sea Level Datum (if available).
2. Show location and right-of-way of existing streets, curb cuts, and driveways within 300 feet of the site.
3. Show location and footprint of existing buildings on adjacent parcels.
4. Show location of railroads and utility lines either on or adjacent to the property to be developed. Specify whether utility lines are in easements or rights-of-way and show location of poles/towers.
5. Size and location of existing sewers, water mains, storm drains, culverts or other underground facilities within the street or within the right-of-way of streets or roads

adjoining the tract. Show ditches, swales, and drainage easements adjacent to the proposed project.

6. Location, size, and use of any existing structures on the subject property that will remain on the site
7. Location of city limit lines, if adjacent to subject property.
8. Show location of nearest hydrant. Spacing should be 500 feet single-family residential (this distance is measured in the direction of fire truck travel).
9. The Fire Department will need access to within 150 feet of all points of the building.
10. Location of land subject to flooding and nearest 100-year flood zone and elevation.
11. Location of existing or planned public parks, schools, greenways, trails, or other major public amenity located within ½ mile of the development site.

ENVIRONMENTAL CONSIDERATIONS:

ENVIRONMENTALLY SENSITIVE LANDS

1. Depict any water resources subject to the UDO Chapter 8, Natural Resources Protection, and comply with all requirements laid out in the aforementioned section.
2. Depict any prohibitive/severe steep slope areas (greater than or equal to 3H:1V) and take into account the limitations on disturbance when designing the project.
3. Depict stormwater management areas.

TREE RETENTION

1. Identify tree canopy retention areas.
2. Show trees that require protection.

LANDSCAPING

- Show landscaping for required site landscaping areas.

OPEN SPACE

1. Indicate if all or a portion of the site has been designated as an Open Space.
2. Calculate required common open space acreage.
3. Show any trails and greenways on the Lancaster County Carolina Thread Trail Master Plan that developer is required to construct.
4. Show all existing or planned public parks, schools, greenways, existing trails, or other major public amenities within ½ mile of the site, and pedestrian connections provided by the developer to those areas.

INFRASTRUCTURE CONSIDERATIONS:

GRADING, STORMWATER, AND UTILITY SYSTEM

Please identify the following proposed grading, stormwater, and utility system improvements.

1. Preliminary plan for sanitary sewers showing the location of manholes and points of discharge. Indicate direction of flow.
2. Preliminary plan for storm sewer system showing the location of outlets and direction of flow.
3. Preliminary plan of water supply system
4. All proposed easements.
5. Submit written verification to serve from all non-county utility service providers (gas, telephone, cable, and water and sewer district).
6. Proposed major contour changes in areas where substantial cut and/or fill is to be done.

Roads, Bridges, and Public Ways (UDO 6.13, pg. 21)

General design criteria are explained in two primary places in the UDO—Chapter 6 and Appendix C. Please refer to both when designing the community. The below is a brief summary of some of the “big picture” points, but those two sections in the Zoning Ordinance have many other requirements to which you will need to refer.

1. Connectivity is required within the neighborhood, and between the neighborhood and adjacent neighborhoods or other lands. Additionally, a second entrance is required for more than 100 units.
2. Traffic calming measures such as minimum street widths, short block lengths, on-street parking, controlled intersections, and roundabouts should be used per the UDO.
3. Sidewalks are required both internally, and in some cases, externally to the development and must be at least five feet wide.
4. Street trees are required to be planted in accordance with the UDO.
5. See Chapter 6: Subdivision and Infrastructure Standards and Appendix C – Manual of Specifications and Standard Details (MSSD), generally for road specifications, cross sections, and other important information. For example:
 - a. Cul-de-sacs should be avoided except as described in the UDO.
 - b. Gated communities have additional requirements as laid out in the UDO.
 - c. Curb and gutter requirements are applicable in some districts as designated in the UDO.
6. Traffic Impact Analysis, refer to Chapter 6, Subdivision and Infrastructure Standards.

LOT DESIGN

Identify a lot configuration that complies with the following standards.

1. Lot designed to comply with the UDO design requirements
 - a. Lots cannot be divided by City limit lines or zoning districts.
 - b. Through lots are prohibited.

- c. Flag lots are prohibited except where they are necessary to eliminate access onto arterial or collector roadways.
- d. Side lot lines must be at right angles to straight street lines and radial to curved sidewalk and street lines.

USE-SPECIFIC STANDARDS

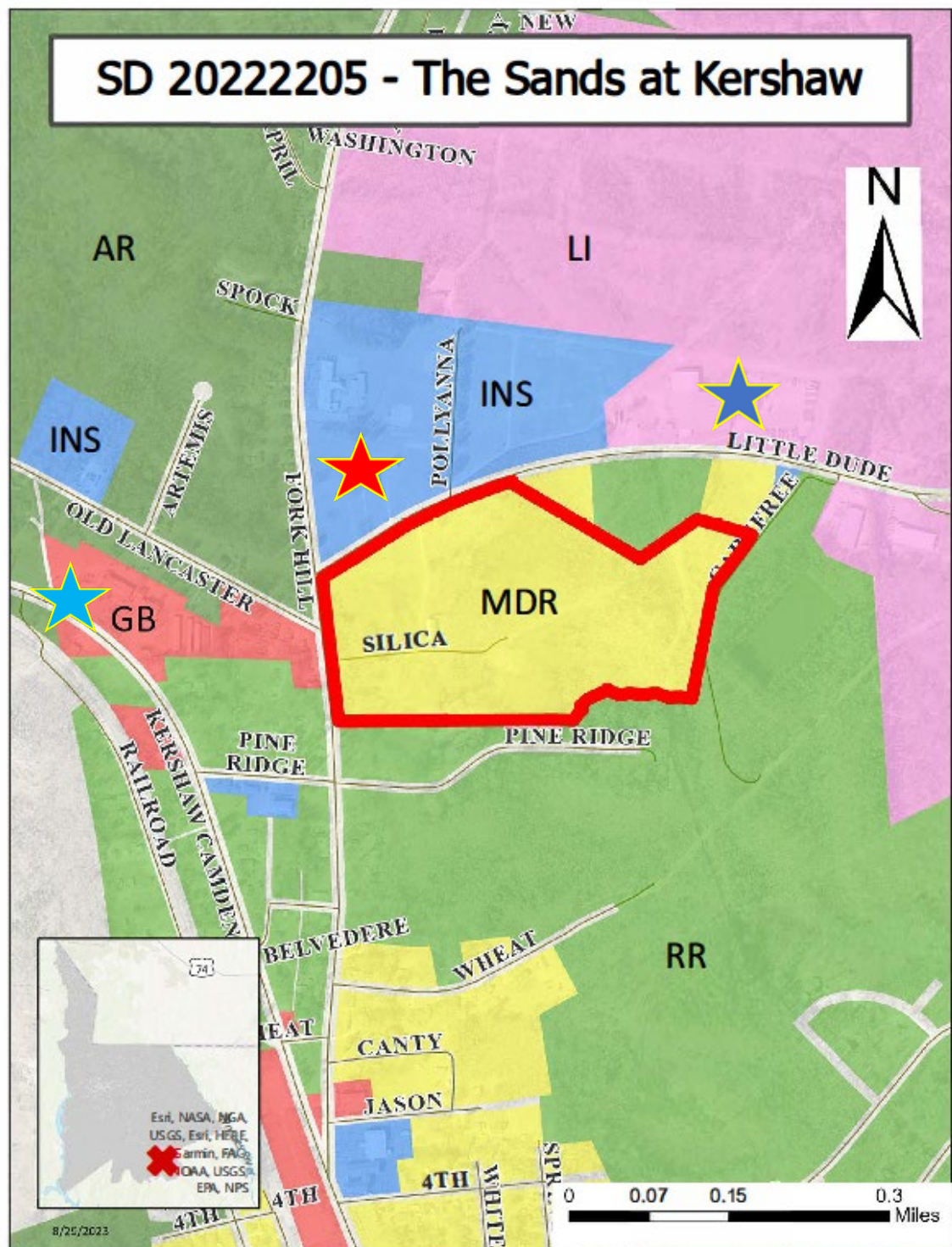
The UDO has standards associated with specific uses in order to minimize negative impacts and/or to help shape the design of a specific use. Design the proposed site plan in compliance with any applicable use-specific standards.

OVERLAY DISTRICTS

If an overlay district exists, be sure to address the applicable standards for it in the site design.

- ☐ **McWhirter Field Aviation Overlay** Please refer to the UDO for allowed uses and associated development criteria.
- ☐ **Carolina Heelsplitter Overlay**
- ☐ **Carolina Thread Trail Overlay**
- ☐ **Highway Corridor Overlay**
- ☐ **Equestrian Oriented Subdivision Overlay**

SD 20222205 - The Sands at Kershaw



Lancaster
County
South Carolina

 Subject Property



Proposal:
Preliminary Plat: 74 lots

Special Materials Company

Mission Baptist Church and
Cemetery

H & H Chevrolet

AMERICAN
Engineering

American Engineering Associates - Southeast, P.A.
6008 Corporate Center Drive, Suite 110
Charlotte, NC 28226
704-375-2438



NOT FOR CONSTRUCTION

[illegible]

3 DAYS BEFORE DIGGING
DIAL 811
OR CALL TOLL FREE
(888) 721-7877

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIC SITE, NAMED HEREON, CONTEMPORANEOUSLY WITH ITS ISSUE DATE AS LISTED, HEREON, AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

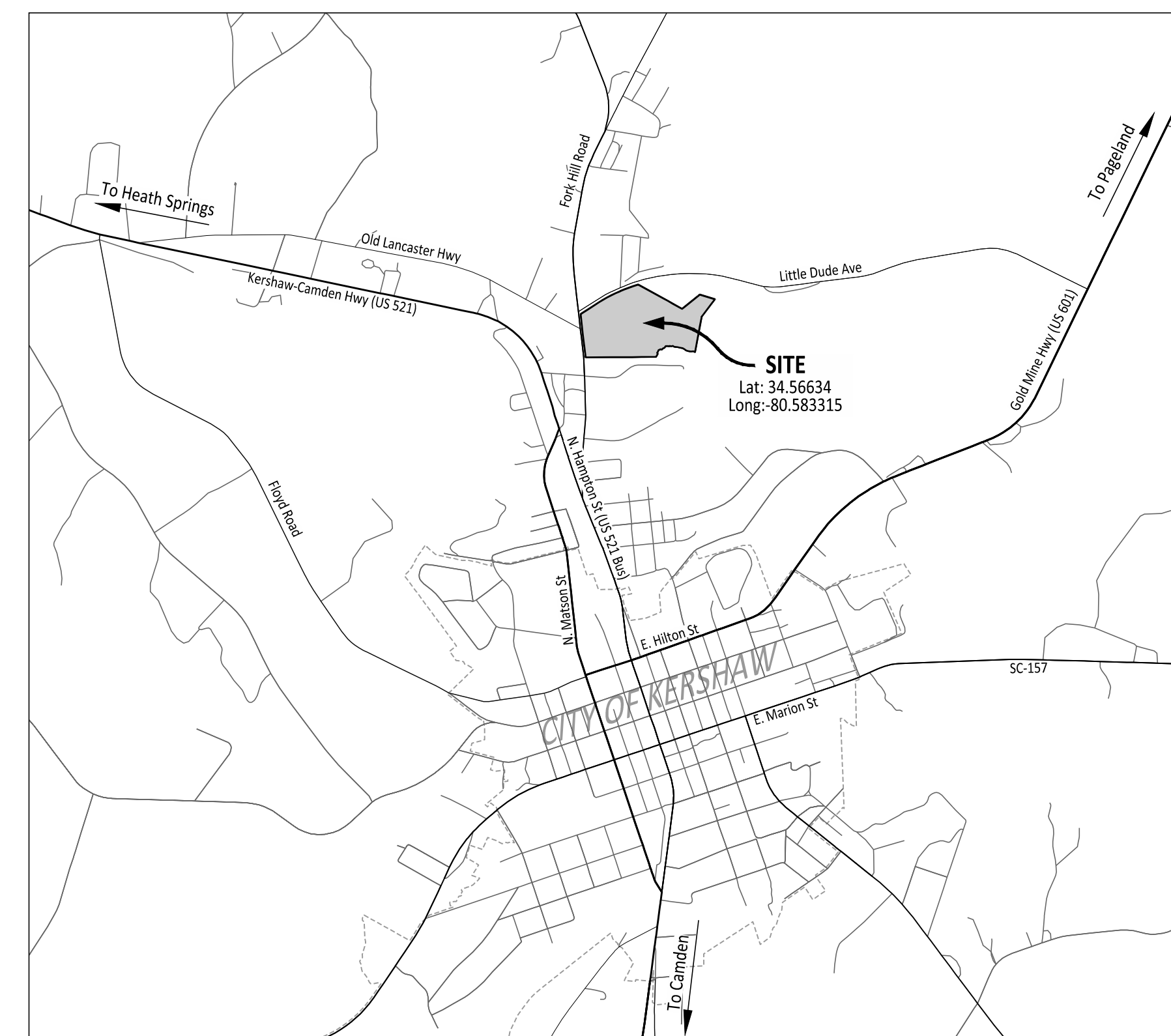
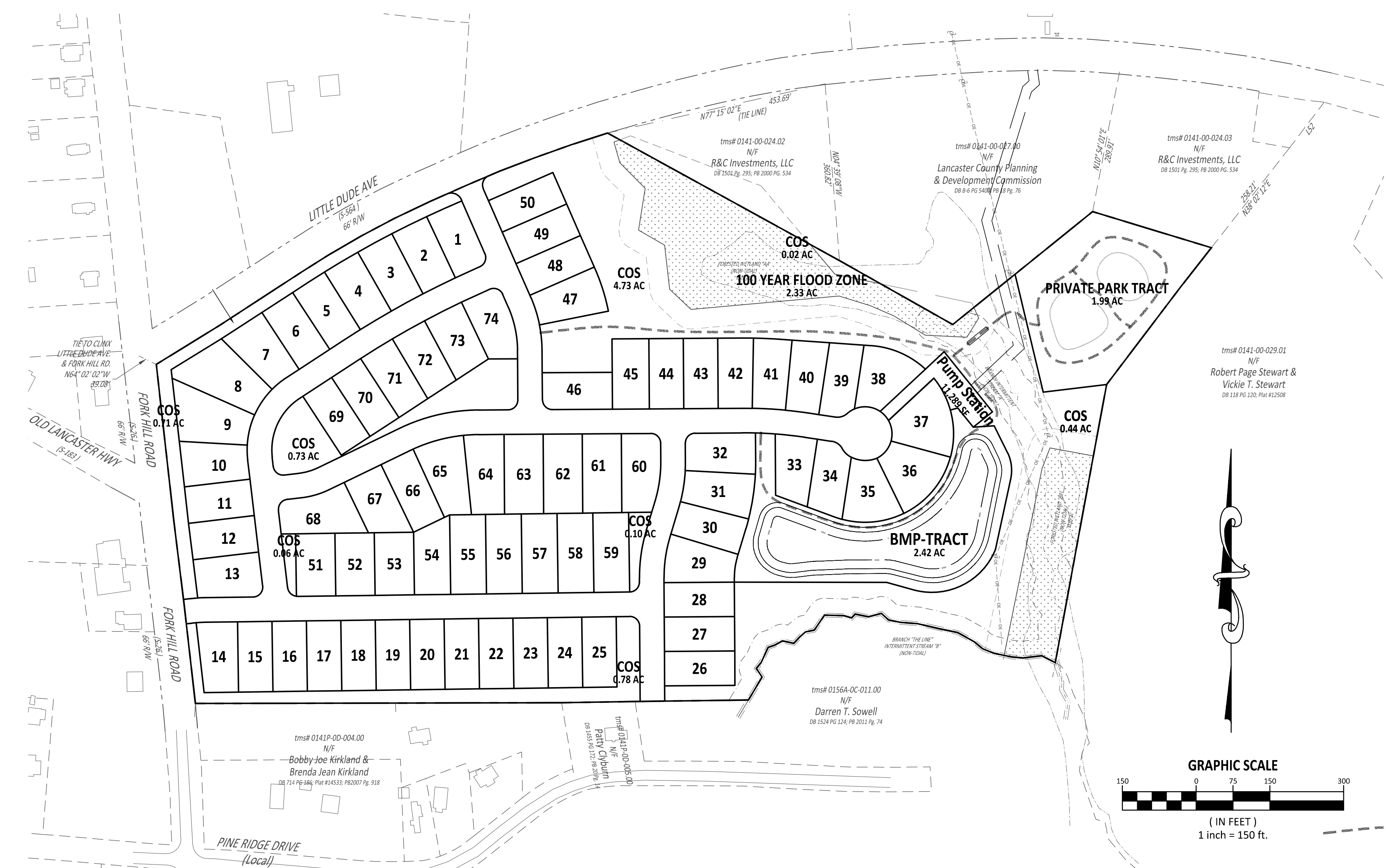
Preliminary Plat for
THE SANDS AT KERSHAW
LITTLE DUDE AVE
LANCASTER COUNTY, SC

JOB NUMBER:	C210093
DESIGN BY:	BMF
DATE:	8/1/2023

SHEET TITLE:

COVER SHEET

SHEET NO.: **C-101**



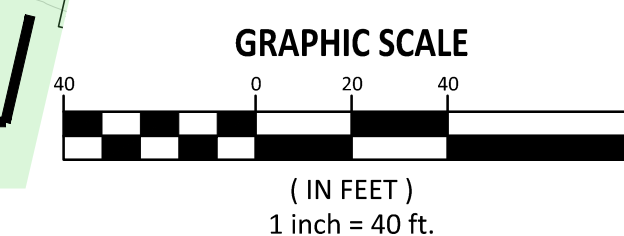
Location Map
Scale: 1" = 2000'

CONTACTS:

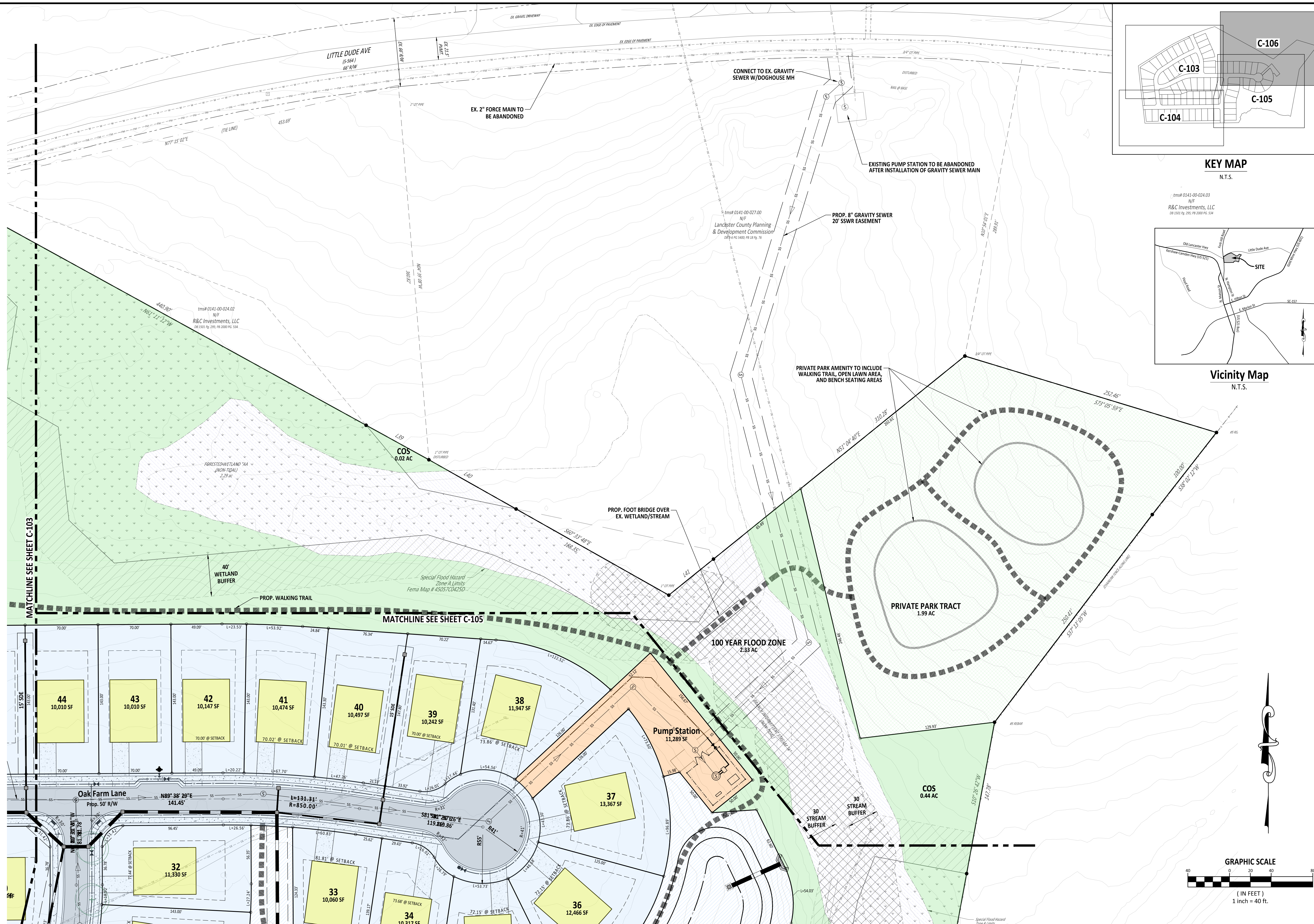
DEVELOPER:
EARL COULSTON
COULSTON ENTERPRISES INC.
8332 REGENT PARKWAY
FORT MILL, SC 29715
(704) 507-2175
earl@coulstondev.com

CIVIL ENGINEER:
BARRY M. FAY, SCPE #27695
AMERICAN ENGINEERING ASSOCIATES - SOUTHEAST, PA
8008 CORPORATE CENTER DRIVE
SUITE 110
CHARLOTTE, NC 28226
(704) 375-2438
bfay@american-ea.com

SURVEYOR:
CARL S. HOLLAND, SCPLS # 25434
HOLLAND SURVEYORS, LLC
170 PAYNE POND RD
WESTVILLE, SC 29175
(803) 427-9947

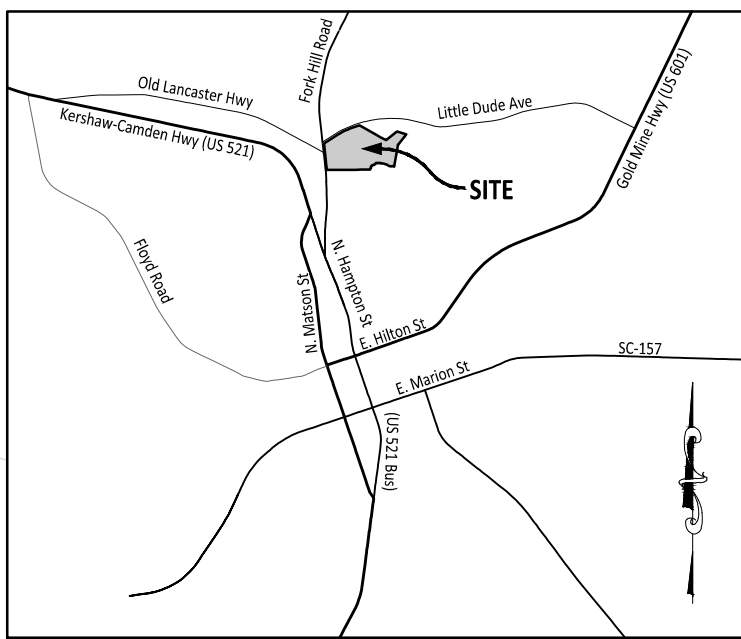


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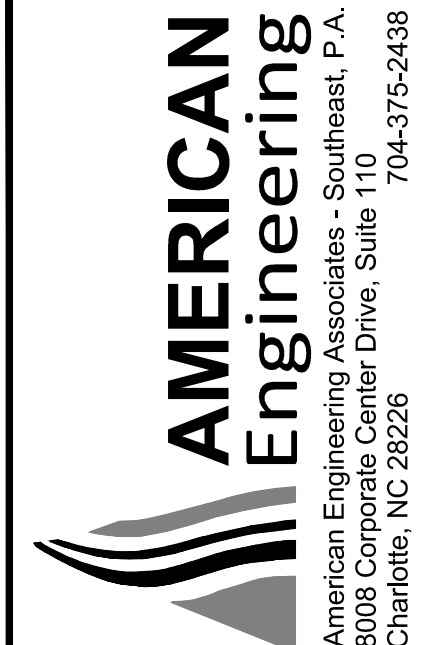


KEY MAP

DB 1501 Pg. 295; PB 2000 PG. 534



N.T.S.



NOT FOR CONSTRUCTION

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Preliminary Plat for
THE SANDS AT KERSHAW
LITTLE DUDE AVE
LANCASTER COUNTY, SC

JOB NUMBER:	C210093
DESIGN BY:	BMF
DATE:	8/1/2023

SHEET TITLE:

SITE PLAN

SITE PLAN

SHEET NO :

SHEET NO.: **C-106**

C-100

November 2, 2023



Lancaster County
Planning Department
PO Box 1809
Lancaster, SC 29721
803.285.6005

Subject: **The Sands at Kershaw – 20222205**
 Response to Preliminary Plat - 1st Review Comments

Please find below the original review comments provided and each subsequent response:

County Engineer - Stephen Black Weider

1. SCDHEC will regulate the Stormwater in this area, so our comments on stormwater are advisory in nature. This is in our engineering and floodplain management area of responsibility.
Response: Noted
2. The preliminary nature of the plan set provided does not provide adequate detail to formally comment, but the following are general items of note from the information given. More specific comments and additional subject matter will be commented on at the civil plan review phase.
Response: Noted
3. We suggest phasing the subdivision for platting purposes otherwise the entire subdivision will need to be stabilized and have germination vegetation (70%) before any final plat can be approved.
Response: Noted
4. SCDOT was previously not in favor of the Fork Hill Road location as it does not meet their separation requirements. We are not sure if you have worked out this arrangement with them since the latest sketch plan review, but separation from existing roadways on Fork Hill would seem to still be an issue.
Response: Noted
5. SCDOT encroachment permit(s) will be needed for all access points and any other work done on SCDOT rights of way.
Response: Noted
6. The Traffic Impact Analysis (TIA) has been approved for this location with no offsite improvements required unless the scope of the subdivision has significant changes.
Response: Noted
7. An 'A' Zone floodplain area bisects this parcel. Any disturbance or crossing of streams, stream buffers, and/or wetlands will need to be permitted through the US Army Corps of Engineers.
Response: Noted

8. Buffer areas will need to be established around the wetlands. These are a minimum of 30 feet in width, but can be 50 feet depending on the size of the wetland area.

Response: Buffer areas shown on plans

9. For any detention pond BMP, a minimum 10 feet wide access way must be provided to the bottom of the pond. This cannot be at a greater than 4(H) to 1(V) slope.

Response: Dedicated access easement provided

10. Any future submissions need to be stamped by a SC licensed Engineer not NC.

Response: Noted

E911 Address – Sandra Burton

1. Road names need to be submitted to addresser@lanc911.com for consideration. The names are vetted against names within Lancaster Co and surrounding counties to ensure that they do not duplicate, in spelling or phonetic, with any other name. Please submit as soon as possible. Once names are approved, they must go to the Planning Commission for approval.

Response: Noted

2. At submittal of the Civil Plans, a CAD file of the project, showing lots and roads, must be submitted to addresser @lanc911.com.

Response: Noted

3. At the Civil phase, please show location of mail kiosk and monument signs as these will need to be addressed.

Response: Noted

Fire Marshal – John Magette

1. Roadway must be widened to 26 feet at hydrants not at cul-de-sacs, or intersections.

Response: Bump outs for hydrants provided, and note added to typical lot detail on Overall Site Plan

2. While approvable for fire apparatus access, a locked gate does not address traffic concerns of a one access subdivision and will increase response time if the access is needed for response.

Response: Tom to discuss response with County.

LC Water & Sewer District – Erin Evans

LCWSD is a separate entity from the County. We have our own submittal requirements. Please check our website, www.lcwasd.org, under the Developers tab for our policies and procedures.

The developer must submit 2 sets of hard copy water and sewer plans directly to LCWSD, adhering to the LCWSD Water & Wastewater Extension Policy.

LCWSD and the Town of Kershaw are still determining exactly who would serve and how this

project would be served, but we have the following information for planning purposes. For now, this is LCWSD's service territory any submittals and correspondence should continue through LCWSD.

1. Water would tie to LCWSD's existing 8" main on Little Dude Ave. It is thinwall PVC and would need to be replaced with zinc coated DIP under the entrance and anywhere grading or storm drainage creates a conflict on Fork Hill or Little Dude.

Response: Noted

2. LCWSD would want the typical 11' easement along Fork Hill and Little Dude for future 8" line replacement outside DOT ROW. Landscaping should not conflict.

Response: Noted

3. LCWSD would want an off-site gravity sewer easement along the lower side of the detention pond dam (see pink highlighted on Off-site Gravity Sewer Easement attachment).

Response: Noted

4. Gravity sewer depth should be less than 12'.

Response: Noted

5. The existing Little Dude PS shall be abandoned. Gravity sewer shall be run from existing station to the proposed station.

Response: Noted

6. Plan on typical LCWSD station and spec's with turn around access, control building, scada, siting to allow future abandonment with replacement station downstream, easement to get off site drainages served, easement to get new PS abandoned, etc.

Response: Noted

7. Forcemain to discharge to gravity just above Pine Ridge Drive. There are 2 existing forcemains in that area and along Fork Hill. One from the prison and one from the Little Dude PS. The Little Dude PS FM discharges at the same manhole as the new pump station discharges. Discharge and downstream manholes shall be coated per spec's.

Response: Noted

8. The Town is looking into existing Little Dude PS pumps/capacity for planning. You may need to go do a drawdown. It currently serves domestic need for business across the rd. w/2" or 3" FM.

Response: Noted

Planning – Matthew Blaszyk

1. The Plan must be stamped by a South Carolina Licensed Engineer not North Carolina.

Response: Noted

2. Label the minimum lot width at front setback on the typical lot layout.

Response: Minimum lot width

3. The common open space area cannot include areas within the floodplain. It is difficult to determine if the current open space calculations count the area within the floodplain. The open space areas must be buildable land. Please clarify this on next submittal

Response: Common open space area & labels clarified

4. Please provide density calculations for the development on the following submittal.

Response: Density provided in summary

5. Lots 52 and 71 does not meet minimum lot area requirement of 10,000sqft (UDO2.4)

Response: Lot areas revised

6. An approved County turnaround at the emergency vehicle driveway access point may be required. The existing intersection of Carpenter Lane and Boone Court may also be sufficient as a turnaround. Please confirm with our Fire Marshall.

Response: Noted

7. The sidewalks located in front lots 14 and 26 need to be extended to the property line.

Response: Sidewalks at said locations extended

8. Show landscaping for required site landscaping areas (Street trees). Street Trees in the MDR zoning district are required at the rate of 1 Canopy Tree for every 40 feet of street frontage Spacing: Maximum of 50 feet on-center Location: In Planting Strip (5-foot minimum width). Further street tree requirements can be found in section 7.1.3 of the UDO.

Response: Noted

9. A full landscaping and lighting plan is required at the civil plan phase. Ensure this is prepared when the project reaches this phase. The requirements for the lighting and landscaping plans can be found in Chapter 7.1 and 7.3 of the UDO.

Response: Noted

10. Sign requirements are outlined in section 7.4 of the UDO. All sign permits are permitted though a separate review process through the Zoning Department. Residential Development Entry Signage requirements are outlined in section 7.4.5.G of the UDO.

Response: Noted

SCDOT – David Gamble

1. Site access on Fork Hill Road does not meet minimum separation standards. If two accesses are required by the county, they should both be on Little Dude Avenue.

Response: Noted

Sincerely,

American Engineering Associates – Southeast, PA

Tom Platt, P.E.

Project Manager

Agenda Item Summary

Ordinance # / Resolution #: SD-2023-0325 Jasmine Hills

Contact Person / Sponsor: M. Blaszyk

Department: Planning

Date Requested to be on Agenda: 12/7/2023

Points to Consider:

TIA has been received but has not yet been reviewed.

ATTACHMENTS:

Description	Upload Date	Type
Application	12/4/2023	Exhibit
Preliminary Plat	12/4/2023	Exhibit
Location Map	12/4/2023	Exhibit
Review Comments	12/6/2023	Exhibit
LCWSD letter of service	12/4/2023	Exhibit
Gas service letter	12/4/2023	Exhibit
Letter of Transmittal: Narrative	12/4/2023	Exhibit
TIA	12/4/2023	Exhibit



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721

Phone: 803.285.6005, planning@lanastercountysc.net

www.mylanasteresc.org

MAJOR SUBDIVISION PRELIMINARY PLAT

WHEN TO USE THIS PROCESS:

Use the attached checklist for subdivisions that

- Create 6 or more lots for any type of development; or
- Create new streets or alleys; or
- Increase the number of lots in a major subdivision previously approved by Lancaster County

APPLICATION AND APPROVAL PROCESS

- **Sketch Plan Application:** Complete the Sketch Plan review process prior to submission of a Major Subdivision Preliminary Plat. Sketch Plans are usually a one-sheet conceptual drawing. Refer to the **Sketch Plan Checklist** for additional information.
- **Required Pre-Application Conference:** Please call to schedule a Pre-Application Conference prior to submitting a Preliminary Plat application. The conference will be used to provide an overview of applicable standards and the approval process, as well as additional feedback on your sketch.
- **Traffic Impact Analysis:** Submit a TIA to County and SCDOT for review and Approval. This process is initiated by submitting a scoping request to County and SCDOT for approval prior to TIA preparation. Please note TIAs are reviewed on behalf of the County by consulting traffic engineers. Applicants are responsible for payment of consultant's fees prior to TIA review, based on an estimate prepared by County Engineering staff.

Prepare the Preliminary Plat using the attached checklist (see below) and the current UDO available on our website. Project can be submitted online by creating an account at <https://evolvepublic.infovisionsoftware.com/lanaster/?portal=project>

SUBMIT THE FOLLOWING ITEMS FOR PLAN REVIEW:

- Application with contact and project information (see p. 2)
- Fees: After submitting documents, you will receive an email with fees due and forms of payment accepted, along with a link to online payment portal. Plans will not be routed for review until payment and hard copies are received (if needed- see below).
- Two (2) paper copies of Preliminary Plat and Supporting Data is required for all submittals over 10 pages.

Plans will be reviewed by County staff and a notice of revision, if required, will be sent to the designated contact person. Prior to the Planning Commission meeting, staff will review the plan with the Technical Review Committee. After Planning Commission approves the plat, you will receive a notification that you can print the stamped digital set from Evolve Project Portal. Upon the approval of a Preliminary Plat, detailed plans for street construction, utility line installations, and similar approvals shall be included in detailed **Civil Construction Plans**.

PROJECT INFORMATION

Project Address/Location: Barberville Rd. Both sides of Pettus Rd.

Tax Map ID/Parcel No.: 0003-00-058.00

Project Description: Residential subdivision

Applicant Name: Rass Investments, LLC.

Address: 2545 Kennedy Drive, Corona, CA 92879

Phone: (909) 379-3889 Email: m.altwairgi@gmail.com

Property Owner Name: Rass Investments, LLC.

Address: 2545 Kennedy Drive, Corona, CA 92879

Phone: (909) 379-3889 Email: Hakim@rassinv.com

Other Project Contacts

Name: Mohammed Fahad Altwairgi

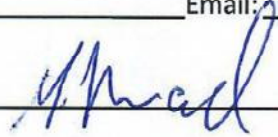
Address: _____

Phone: _____ Email: m.altwairgi@gmail.com

Name: _____

Address: _____

Phone: _____ Email: _____

Applicant Signature:  Date: 10/25/2023

Owner Signature:  Date: 10/25/2023

Owner Signature: _____ Date: _____

(For additional owners, attach copies of this page with required signatures)

PRELIMINARY PLAT CHECKLIST

The following identifies information required on Preliminary Plat drawings; however, this checklist should not be used as a substitute to reviewing the UDO.

GENERAL PROJECT INFORMATION:

Please identify the following general information on the site plan drawing either within a notes section or on the plat drawing itself, as appropriate.

- ✓ 1. Proposed name of project.
- ✓ 2. Name, mailing address, email address, and phone number of the owner and/or developer and designer of the site plan.
- ✓ 3. Map scale using appropriate engineer's scale, north arrow, and date.
- ✓ 4. Vicinity map (1" = 1 mile min. scale).
- ✓ 5. Total acreage to be developed.
- ✓ 6. Boundaries of the tract to be developed with all bearings and distances. ~~At least two points of the survey must be tied to SC geodetic control points [See State Plane Coordinate Checklist]~~ **Horizontal coordinates (NAD 83) based on SC VRS network.**
- ✓ 7. Proposed use of all lots to be used. See "zoning considerations" section above. Be sure to designate any lots proposed to be used for uses other than single-family residential.
- ✓ 8. Tax map number.
- ✓ 9. Zoning district classification and, if applicable, overlay zone(s).
- ✓ 10. Land use, zoning district classification, and tax map number of adjacent properties, names of adjacent developments, and owners of adjoining parcels.
- ✓ 11. Total number of lots and layout of all lots, including building setback lines, scaled dimensions, area in square feet, lot numbers (if multiple lots), and utility easements with width and use.
- 12. Location and dimensions of all proposed buildings including number of stories and total square footage by use.
- ✓ 13. Building setbacks and proposed impervious surface calculation.
- 14. In case of re-subdivision, submit a copy of existing plat.

EXISTING CONDITIONS:

Please identify the following existing conditions on the plan drawing that may be located on the subject property or adjacent areas.

- ✓ 1. Topography by contours at vertical intervals of not more than five feet. All elevations shall refer to Mean Sea Level Datum (if available).
- ✓ 2. Show location and right-of-way of existing streets, curb cuts, and driveways within 300 feet of the site.
- ✓ 3. Show location and footprint of existing buildings on adjacent parcels.
- ✓ 4. Show location of railroads and utility lines either on or adjacent to the property to be developed. Specify whether utility lines are in easements or rights-of-way and show location of poles/towers.
- ✓ 5. Size and location of existing sewers, water mains, storm drains, culverts or other underground facilities within the street or within the right-of-way of streets or roads

adjoining the tract. Show ditches, swales, and drainage easements adjacent to the proposed project.

- ✓ 6. Location, size, and use of any existing structures on the subject property that will remain on the site
- ✓ 7. Location of city limit lines, if adjacent to subject property.
- 8. Show location of nearest hydrant. Spacing should be 500 feet single-family residential (this distance is measured in the direction of fire truck travel).
- ✓ 9. The Fire Department will need access to within 150 feet of all points of the building.
- ✓ 10. Location of land subject to flooding and nearest 100-year flood zone and elevation.
- ✓ 11. Location of existing or planned public parks, schools, greenways, trails, or other major public amenity located within ½ mile of the development site. [See sheet PAA1.0](#)

ENVIRONMENTAL CONSIDERATIONS:

ENVIRONMENTALLY SENSITIVE LANDS

- ✓ 1. Depict any water resources subject to the UDO Chapter 8, Natural Resources Protection, and comply with all requirements laid out in the aforementioned section.
- ✓ 2. Depict any prohibitive/severe steep slope areas (greater than or equal to 3H:1V) and take into account the limitations on disturbance when designing the project.
- ✓ 3. Depict stormwater management areas.

TREE RETENTION

- 1. Identify tree canopy retention areas.
- 2. Show trees that require protection. [All trees within limit of disturbance area to be removed.](#)

LANDSCAPING

- ✓ • Show landscaping for required site landscaping areas. [See sheet L1.0 and L1.1](#)

OPEN SPACE

- ✓ 1. Indicate if all or a portion of the site has been designated as an Open Space.
- ✓ 2. Calculate required common open space acreage.
- 3. Show any trails and greenways on the Lancaster County Carolina Thread Trail Master Plan that developer is required to construct. [N/A](#)
- ✓ 4. Show all existing or planned public parks, schools, greenways, existing trails, or other major public amenities within ½ mile of the site, and pedestrian connections provided by the developer to those areas. [Park space shown on C2.0](#)

INFRASTRUCTURE CONSIDERATIONS:

GRADING, STORMWATER, AND UTILITY SYSTEM

Please identify the following proposed grading, stormwater, and utility system improvements.

- ✓ 1. Preliminary plan for sanitary sewers showing the location of manholes and points of discharge. Indicate direction of flow.
- ✓ 2. Preliminary plan for storm sewer system showing the location of outlets and direction of flow.
- ✓ 3. Preliminary plan of water supply system
- ✓ 4. All proposed easements.
- ✓ 5. Submit written verification to serve from all non-county utility service providers (gas, telephone, cable, and water and sewer district).
- ✓ 6. Proposed major contour changes in areas where substantial cut and/or fill is to be done.

Roads, Bridges, and Public Ways (UDO 6.13, pg. 21)

General design criteria are explained in two primary places in the UDO—Chapter 6 and Appendix C. Please refer to both when designing the community. The below is a brief summary of some of the “big picture” points, but those two sections in the Zoning Ordinance have many other requirements to which you will need to refer.

- ✓ 1. Connectivity is required within the neighborhood, and between the neighborhood and adjacent neighborhoods or other lands. Additionally, a second entrance is required for more than 100 units.
- ✓ 2. Traffic calming measures such as minimum street widths, short block lengths, on-street parking, controlled intersections, and roundabouts should be used per the UDO.
- ✓ 3. Sidewalks are required both internally, and in some cases, externally to the development and must be at least five feet wide.
- 4. Street trees are required to be planted in accordance with the UDO.
- 5. See Chapter 6: Subdivision and Infrastructure Standards and Appendix C – Manual of Specifications and Standard Details (MSSD), generally for road specifications, cross sections, and other important information. For example:
 - ✓ a. Cul-de-sacs should be avoided except as described in the UDO.
 - ✓ b. Gated communities have additional requirements as laid out in the UDO.
 - c. Curb and gutter requirements are applicable in some districts as designated in the UDO.
- ✓ 6. Traffic Impact Analysis, refer to Chapter 6, Subdivision and Infrastructure Standards.

LOT DESIGN

Identify a lot configuration that complies with the following standards.

- ✓ 1. Lot designed to comply with the UDO design requirements
 - ✓ a. Lots cannot be divided by City limit lines or zoning districts.
 - ✓ b. Through lots are prohibited.

- ✓ c. Flag lots are prohibited except where they are necessary to eliminate access onto arterial or collector roadways.
- ✓ d. Side lot lines must be at right angles to straight street lines and radial to curved sidewalk and street lines.

USE-SPECIFIC STANDARDS

The UDO has standards associated with specific uses in order to minimize negative impacts and/or to help shape the design of a specific use. Design the proposed site plan in compliance with any applicable use-specific standards.

OVERLAY DISTRICTS

If an overlay district exists, be sure to address the applicable standards for it in the site design.

- ☐ **McWhorter Field Aviation Overlay** Please refer to the UDO for allowed uses and associated development criteria.
- ☐ **Carolina Tree Litter Overlay**
- ☐ **Carolina Thread Mill Overlay**
- ☐ **Highway Corridor Overlay**
- ☐ **Equestrian Oriented Subdivision Overlay**

Major Subdivision Preliminary Plat
For
Jasmine Hills Subdivision
Near Indian Land, in Lancaster County, SC 29707

Rass Investments, LLC.
2545 Kennedy Drive, Corona, CA 92879

Tel: (909) 379-3889

Email: m.altwairgi@gmail.com

Contact: Mr. Abdulhakim BenSufia

by:

Chao Engineering, Inc.
Consulting Engineers

C & A #: 707909B-22

Utility Provider

Water and sewer Provider:
Lancaster County Water and Sewer
District (LCWSD)
PO Box 1009
Lancaster, SC 29721
(803) 285-6919

Storm Drainage Provider:
Lancaster County
8451 Charlotte Highway
Indian Land, SC 29707
(803) 286-3607

Electric Provider:
Duck Energy
P.O. Box 1090
Charlotte, NC 28201
(800) 653-5307

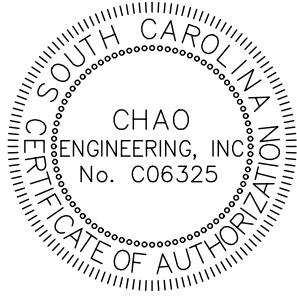
Gas Provider:
Lancaster County Natural Gas
1010 Kershaw Camden Highway
Lancaster, SC 29720
(803) 285-2045

Communication Provider:
Charter Communications
3140 W. Arrowood Rd
Charlotte, NC 28273
(704) 378-2267

Comporium
P.O. BOX 470
Rock Hill, SC 29731
(888) 403-2667



Chao Engineering, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com

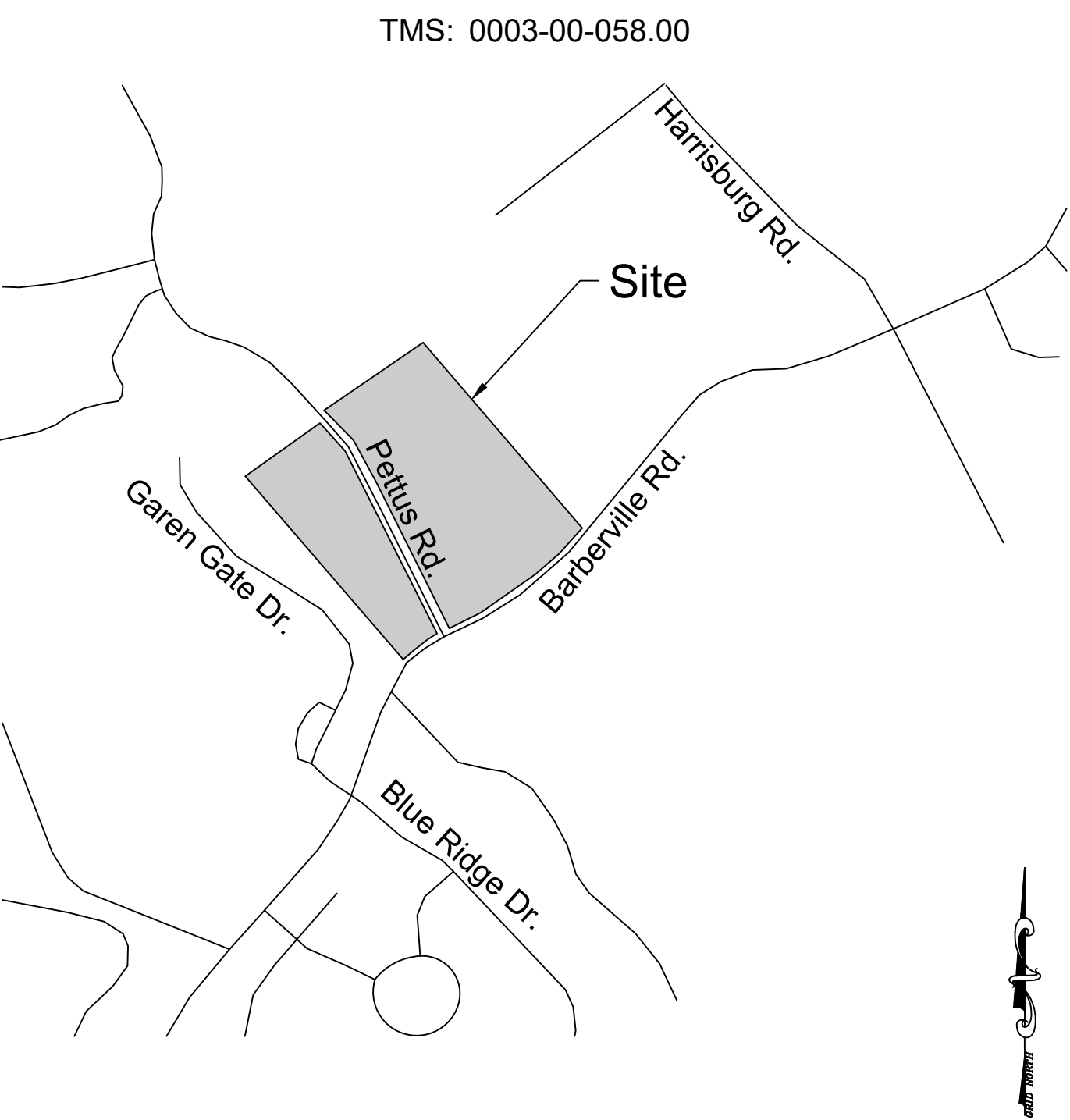


Drawing Index

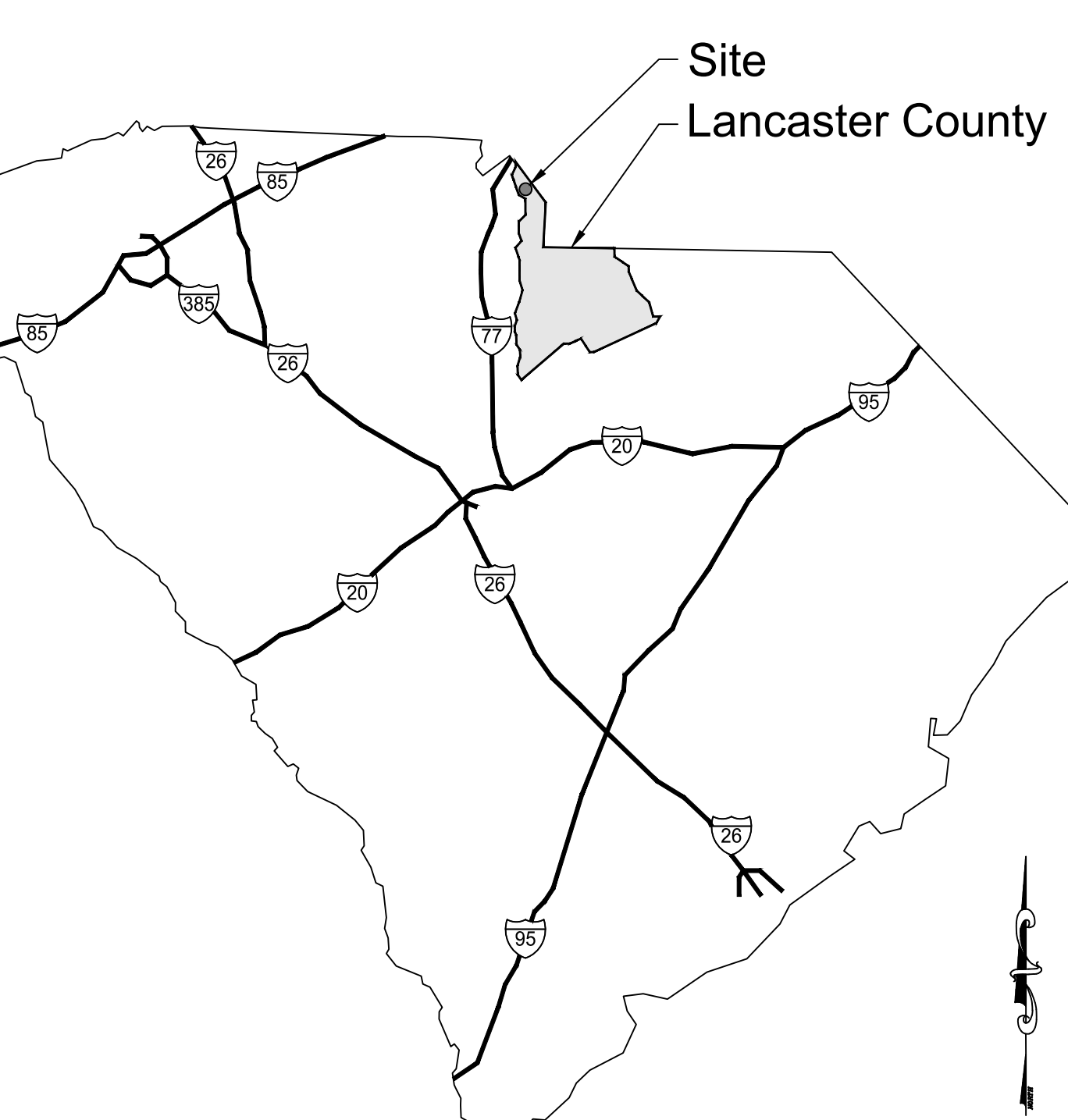
- | | |
|------------------|--|
| C1.0 | - Overall Existing Site Plan |
| C1.1 | - Tree Removal & Demolition Plan |
| C2.0 | - Overall Site Layout Plan |
| C2.4 | - Easement Plan |
| C3.0 | - Overall Grading and Drainage Plan |
| C5.0 | - Overall Water Connection Plan |
| C6.0 | - Overall Sanitary Sewer Connection Plan |
| C6.3, C6.4, C6.5 | - Sanitary Sewer Profiles |
| PAA1.0 | - Public Amenity Area |
| L1.0, L1.1 | - Landscaping Plan |

Location Map

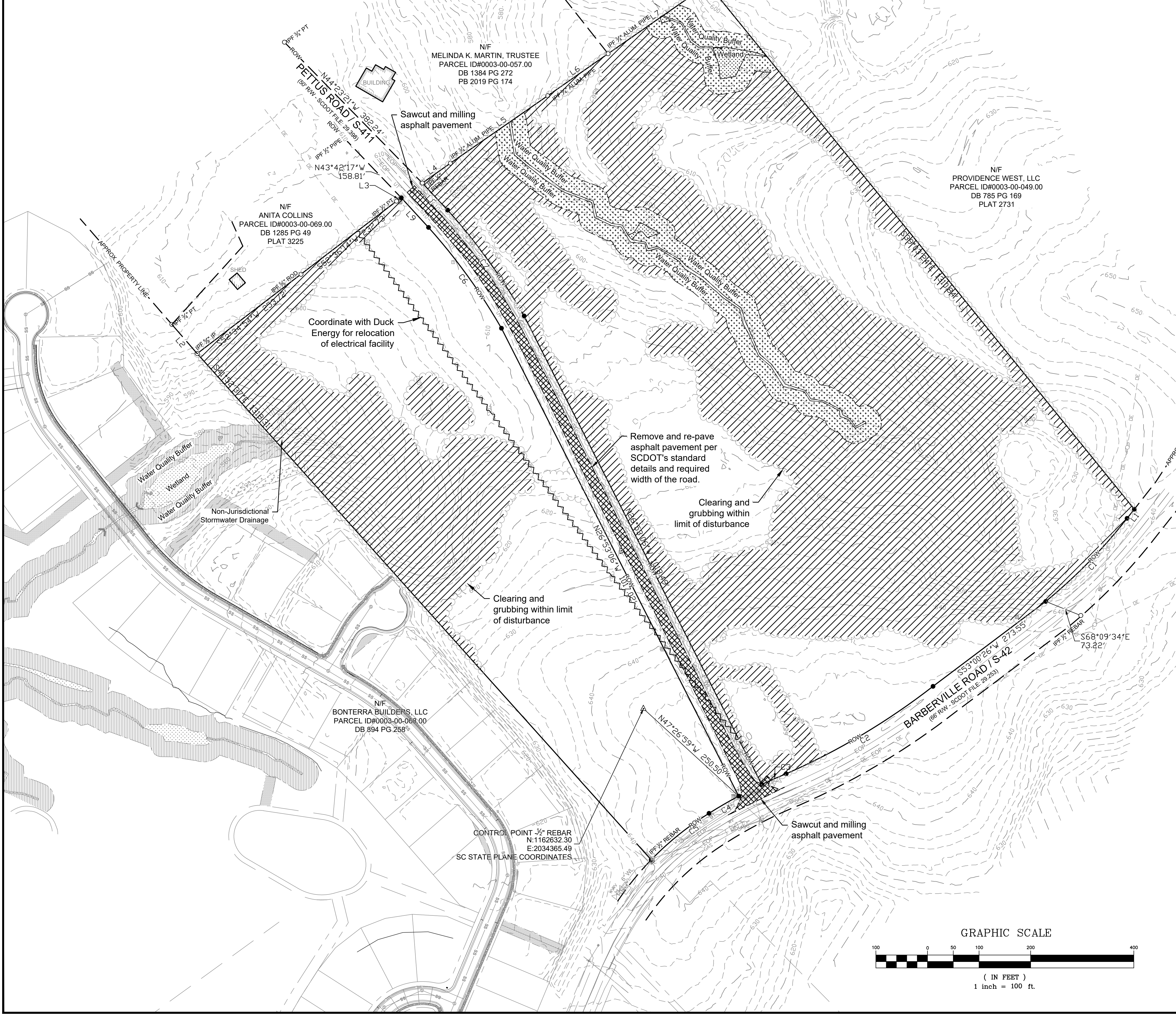
Counties of Lancaster
Scale: Not to Scale



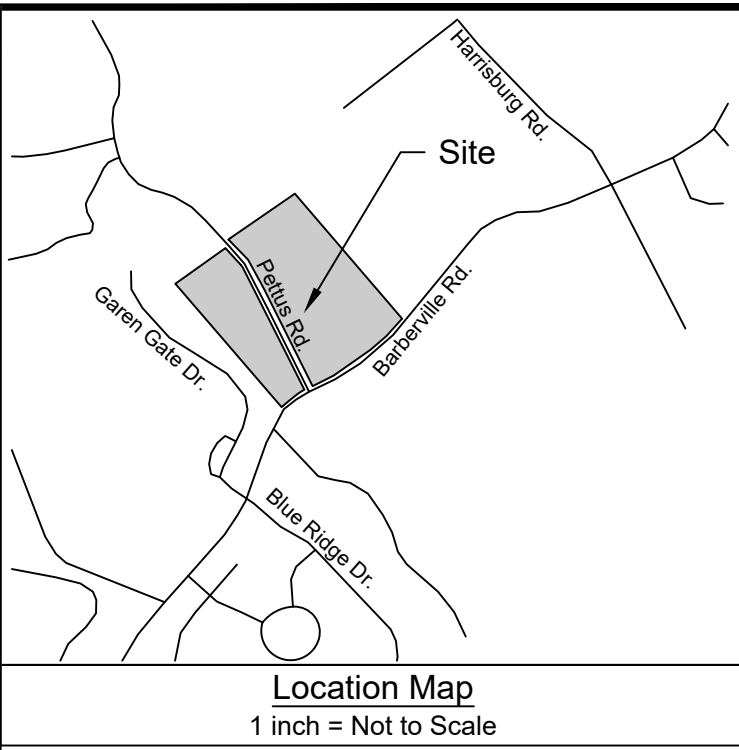
State of South Carolina
Scale: 1" = 30 miles



Line Table			Curve Table			
LINE #	LENGTH	DIRECTION	CURVE #	RADIUS	CHORD BEARING	CHORD LENGTH
L1	22.56	S38° 19' 17"W	C1	1034.11	S44° 23' 26"W	225.41
L2	74.87	N40° 57' 50"W	C2	1337.09	S59° 13' 20"W	331.36
L3	11.33	S54° 55' 08"W	C3	957.47	S66° 21' 16"W	51.73
L4	66.58	N54° 42' 44"E	C4	957.47	N59° 49' 19"E	66.56
L5	229.50	N55° 15' 31"E	C5	581.98	N51° 10' 58"E	143.89
L6	142.69	N55° 09' 33"E	C6	1157.98	N35° 52' 20"W	241.24
L7	236.31	N55° 15' 04"E	C7	1207.98	N35° 50' 55"W	253.30
L8	71.74	N43° 04' 58"W				
L9	77.93	N42° 34' 57"W				



Legend	
	Fire hydrant
	Water valve
	Water meter
	Gas valve
	Sanitary sewer manhole
	Cleanout (CO)
	Natural gas line
	Sanitary sewer line
	Water line
	Fenceline
	Overhead electric
	Underground telephone
	Underground fiber optic
	Underground cable TV
	Telephone pedestal
	Rolled curb and gutter
	Junction box (JB)
	Drop inlet (DI)
	Drop inlet w/ hood (DI&H)
	Yard inlet (YI)
	Storm drain pipe
	Concrete driveway
	Power pole & guy
	Light pole
	Electrical box
	Sign



- Notes:**
- Boundary & topographic information furnished by Chao and Associates, Inc., dated 6/17/2022.
 - Benchmark is based on mean sea level datum.
 - Horizontal coordinates (NAD 83) based on SC VRS network
 - The utilities are shown for the contractor's convenience only. There may be other utilities not shown on these Plans. The Engineer assumes no responsibility to verify the locations shown and it shall be the contractor's responsibility to verify the locations of all utilities within the limits of the work. All damage made to existing utilities by the contractor shall be the sole responsibility of the contractor.

- References:**
- Boundary survey prepared for Henry N. Patterson by WM. D. Enfinger & Asso. dated August 2, 1978 recorded on plat 4040.
 - Deed prepared for Henry N. Patterson, JR. dated March 19, 1979. Recorded in Deed book D006 Page 2481.
 - SCDOT File 29.253 & 29.398.

- Construction Notes:**
- Proposed contours & proposed spot elevations represent finished grade. Contractor shall establish all finished grades.
 - All elevations are referenced to mean sea level (MSL) datum.
 - All pavement dimensions are referenced to the face of curb where applicable.
 - Contractor is cautioned that the location and/or elevation of existing utilities shown herein are based on records provided by the utility company and information obtained from the field. Contractor shall verify all existing field conditions and utilities prior to beginning work and notify the engineer if any differing site conditions are noted.
 - Contractor is required to contact Utility Protection Service (811) three days prior to any digging or commencing construction.
 - The construction of all streets and drainage facilities within the right-of-way shall be governed by SCDOT standard specifications.
 - All work within public right of way shall be constructed in accordance with the approved encroachment permit, as applicable.
 - The contractor shall maintain copies of all approved encroachment permits on site during all work within public right-of-ways.
 - Provide silt fence and other erosion control devices, as may be required, to control soil erosion during construction. All disturbed areas shall be cleaned, graded and stabilized with grassing immediately after completion of construction in the area.
 - Hydroseed shall be installed in all areas disturbed by construction that are not intended to be covered by impervious material, unless otherwise indicated.
 - All areas to be seeded, sodded, or landscaped shall be brought to finish grade using minimum of 4" of topsoil. Contractor shall furnish additional topsoil as required to achieve minimum depth.
 - Contractor shall take necessary action to minimize the tracking of mud onto the paved roadway from construction areas. Contractor to daily remove mud/soil from pavement as required.
 - All erosion control devices shall be properly maintained during all phases of construction until the completion of all construction activities and all disturbed areas have been stabilized. Additional control devices may be required during construction in order to control erosion and/or offsite sedimentation. All temporary control devices shall be removed only after construction is complete and the site is stabilized to the satisfaction of Lancaster County and SCDHEC.
 - Contractor shall abide by all provisions of the applicable county storm drainage and erosion control ordinances as well as the South Carolina Sediment Reduction Act.
 - All construction staking shall be provided at the contractor's expense.
 - Contractor to clear existing culverts/pipes, catch basins and ditches along frontage and downstream as necessary to achieve positive drainage.
 - Contractor to saw cut existing asphalt for smooth joint not aligned with wheel path.

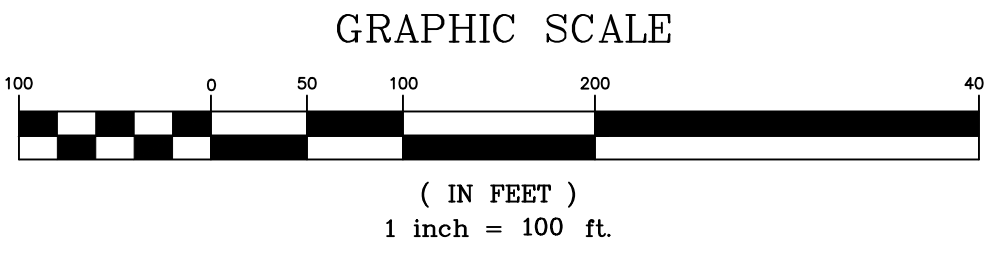
Certification Statement

I have placed my signature and seal on the design documents submitted signifying that I accept responsibility for the design of the system. Further, I certify to the best of my knowledge and belief that the design is consistent with the requirements of Title 48, Chapter 14 of the Code of Laws of SC, 1976 as amended, pursuant to Regulation 72-300 et seq. (if applicable), and in accordance with the terms and conditions of SCR100000.

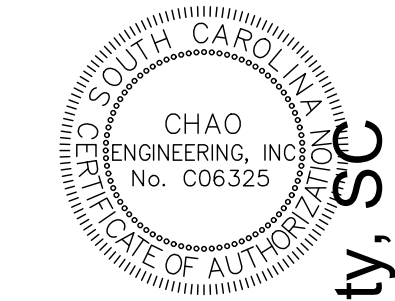
Flood Certification

I hereby certify that I have consulted the national Flood Insurance Program, "Flood Insurance Rate Map", Map Number 45057C0017L and 45057C0020L, Panel Numbers 17 and 20 of 650, Effective Date: 05/16/2017. I have determine that the above site lies within an unshaded zone "X".

Gerald A. Lee, P.E.
SC Reg. Professional Engineer #21629



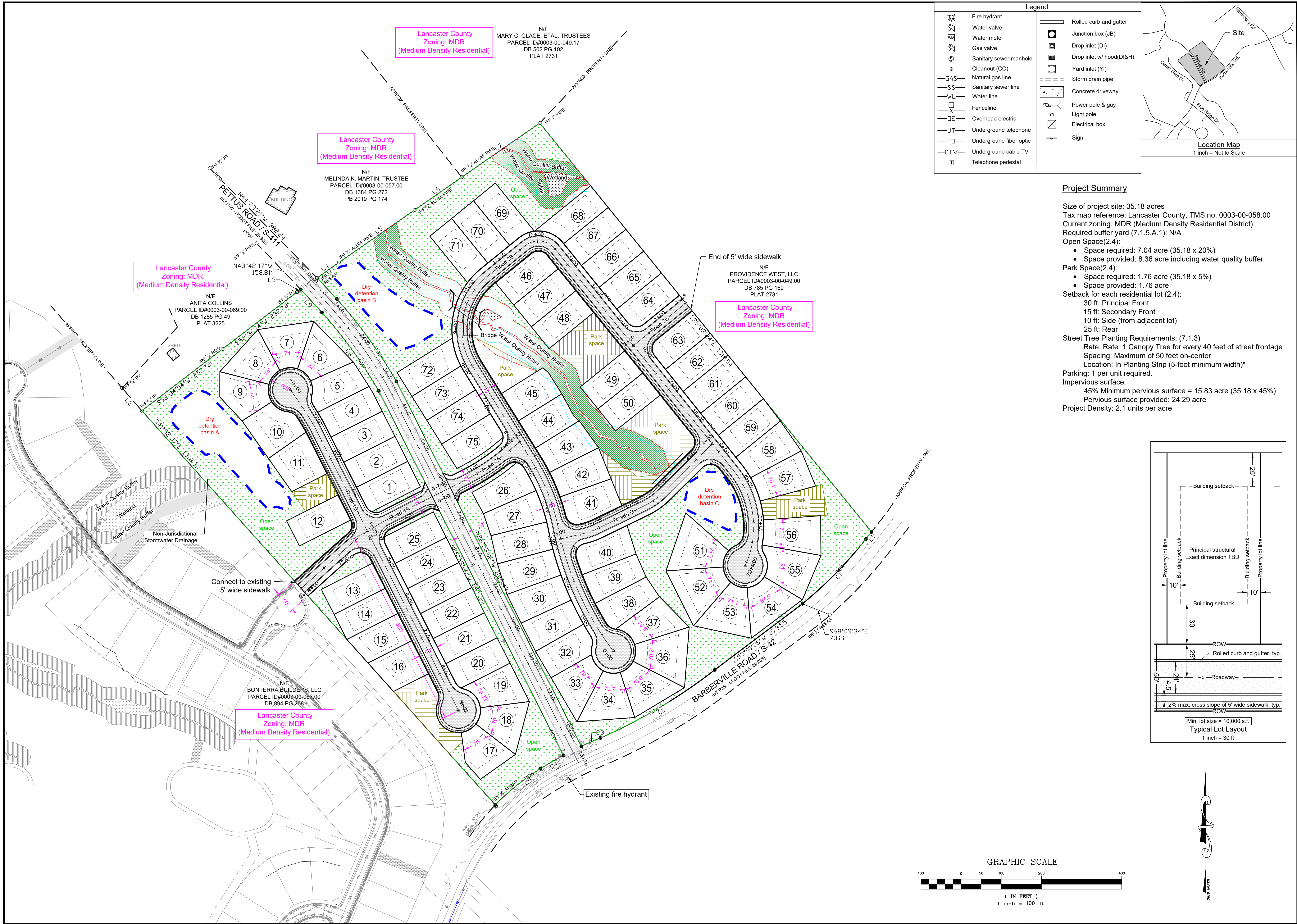
Prepared By: **Chao Engineering, Inc.**
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com



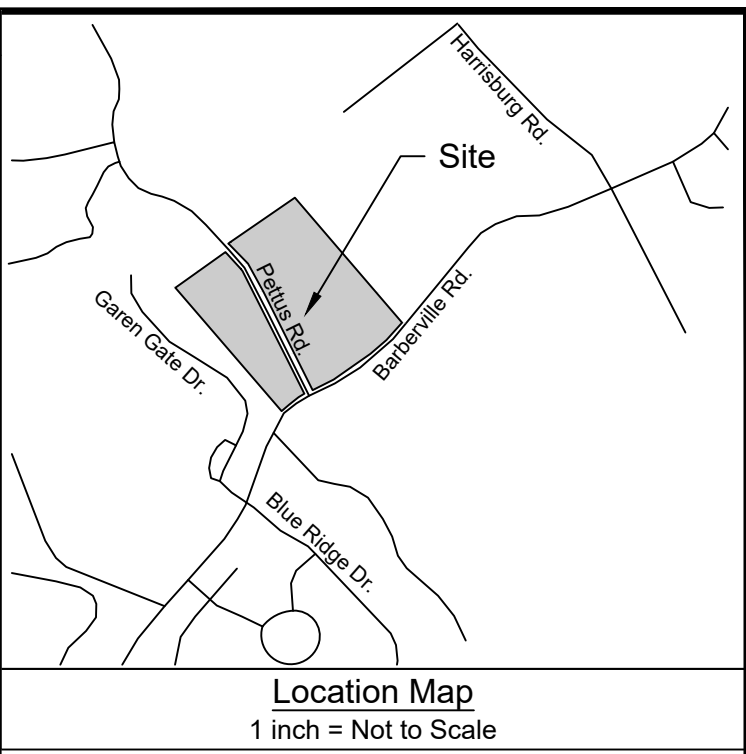
Tree Removal & Demolition Plan
Jasmine Hills Subdivision
Prepared For:
Rass Investments, LLC
Near Indian Land, in Lancaster County, SC

Drawn: HMC	Checked: GAL
Revised:	
File: 707609C.dwg	Project No.: 707909B

C1.1
Sheet Number
November 1, 2023
Date



Legend	
	Fire hydrant
	Water valve
	Water meter
	Gas valve
	Sanitary sewer manhole
	Cleanout (CO)
	Natural gas line
	Sanitary sewer line
	Water line
	Fenceline
	Overhead electric
	Underground telephone
	Underground fiber optic
	Underground cable TV
	Telephone pedestal
	Rolled curb and gutter
	Junction box (JB)
	Drop inlet (DI)
	Drop inlet w/ hood (DI&H)
	Yard inlet (YI)
	Storm drain pipe
	Concrete driveway
	Power pole & guy
	Light pole
	Electrical box
	Sign



Project Summary

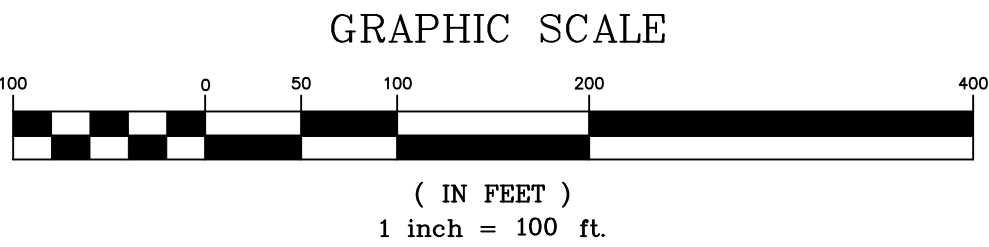
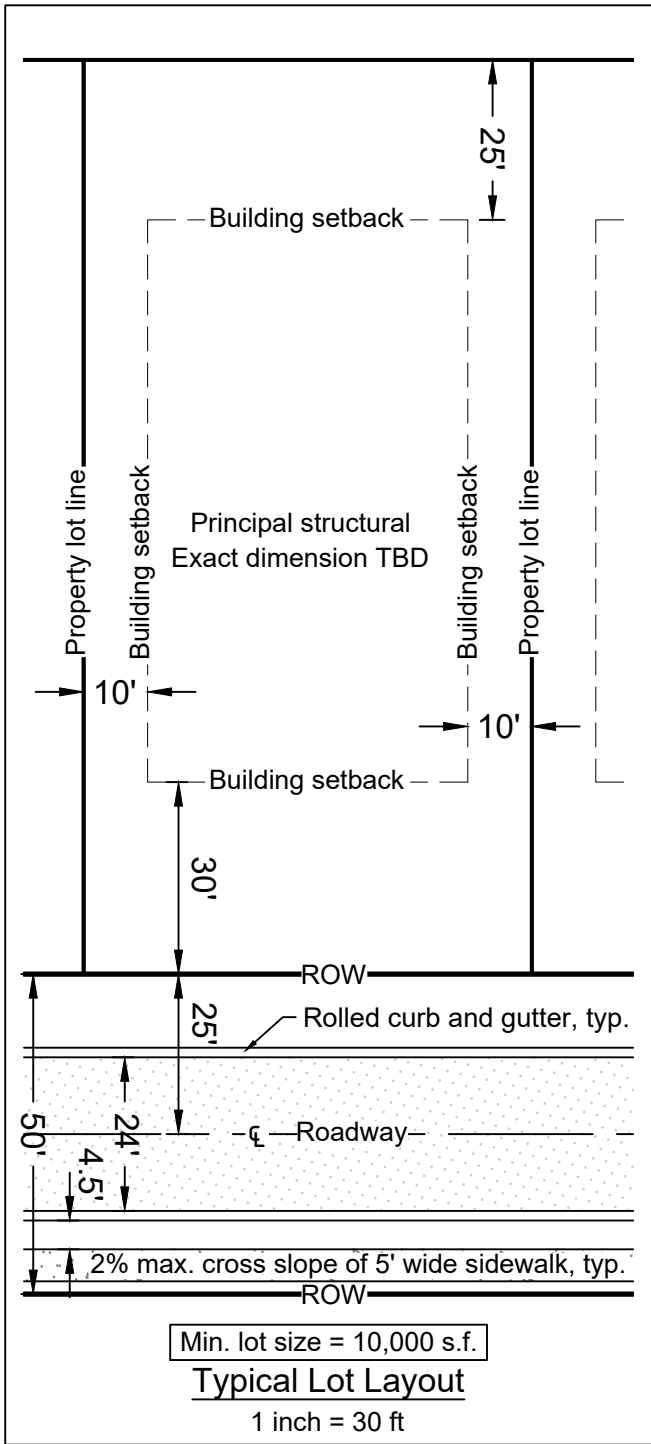
Size of project site: 35.18 acres
Tax map reference: Lancaster County, TMS no. 0003-00-058.00
Current zoning: MDR (Medium Density Residential District)
Required buffer yard (7.1.5.A.1): N/A
Open Space(2.4):

- Space required: 7.04 acre (35.18 x 20%)
- Space provided: 8.36 acre including water quality buffer

Park Space(2.4):

- Space required: 1.76 acre (35.18 x 5%)
- Space provided: 1.76 acre

Setback for each residential lot (2.4):
30 ft: Principal Front
15 ft: Secondary Front
10 ft: Side (from adjacent lot)
25 ft: Rear
Street Tree Planting Requirements: (7.1.3)
Rate: Rate: 1 Canopy Tree for every 40 feet of street frontage
Spacing: Maximum of 50 feet on-center
Location: In Planting Strip (5-foot minimum width)*
Parking: 1 per unit required.
Impervious surface:
45% Minimum pervious surface = 15.83 acre (35.18 x 45%)
Pervious surface provided: 24.29 acre
Project Density: 2.1 units per acre



CHAO
ENGINEERING, INC.
CONSULTING ENGINEERS
& LAND SURVEYORS

Prepared By: **Chao Engineering, Inc.**
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com

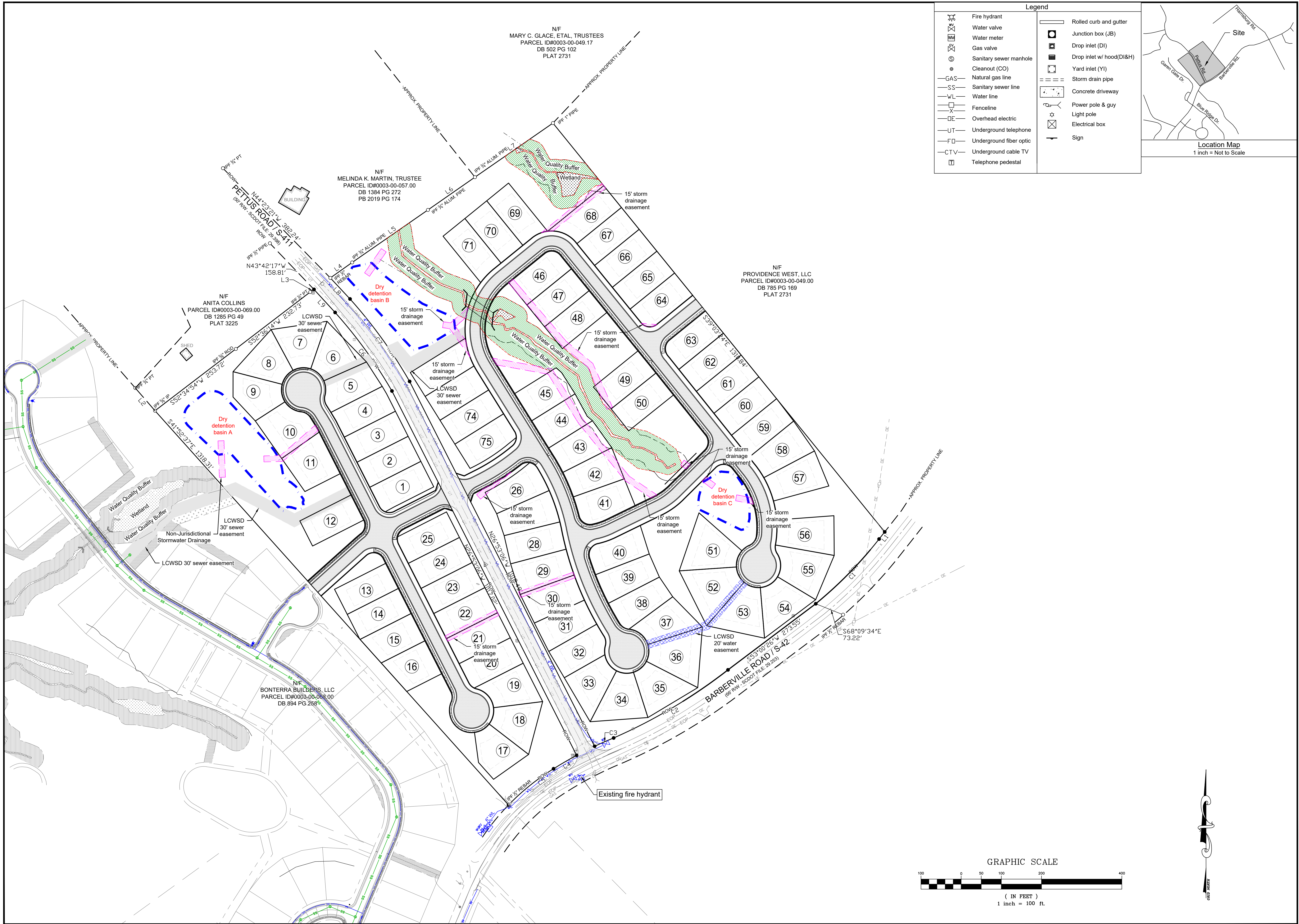
Schematic Site Layout Plan
Jasmine Hills Subdivision

Prepared For: **Rass Investments, LLC**
Near Indian Land, in Lancaster County, SC

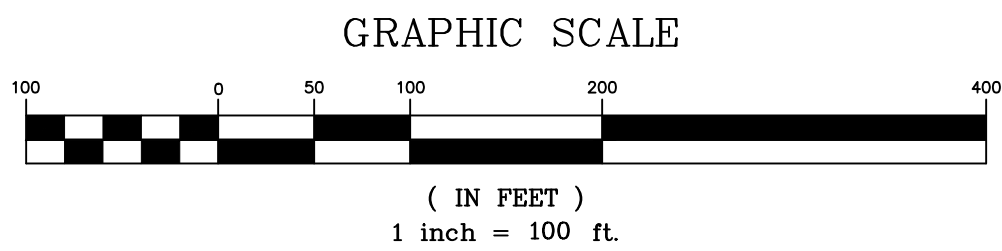
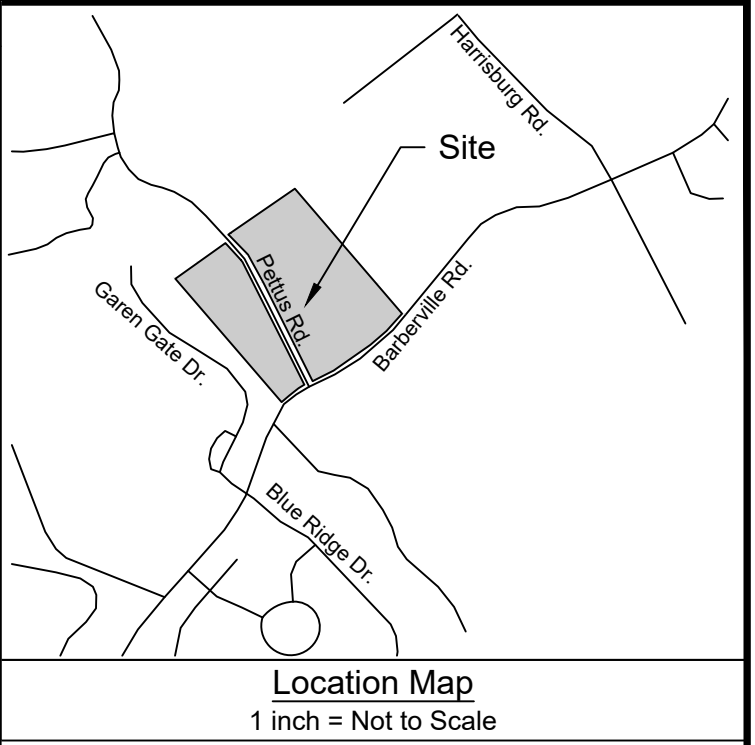
Drawn: HMC	Checked: GAL
Revised:	

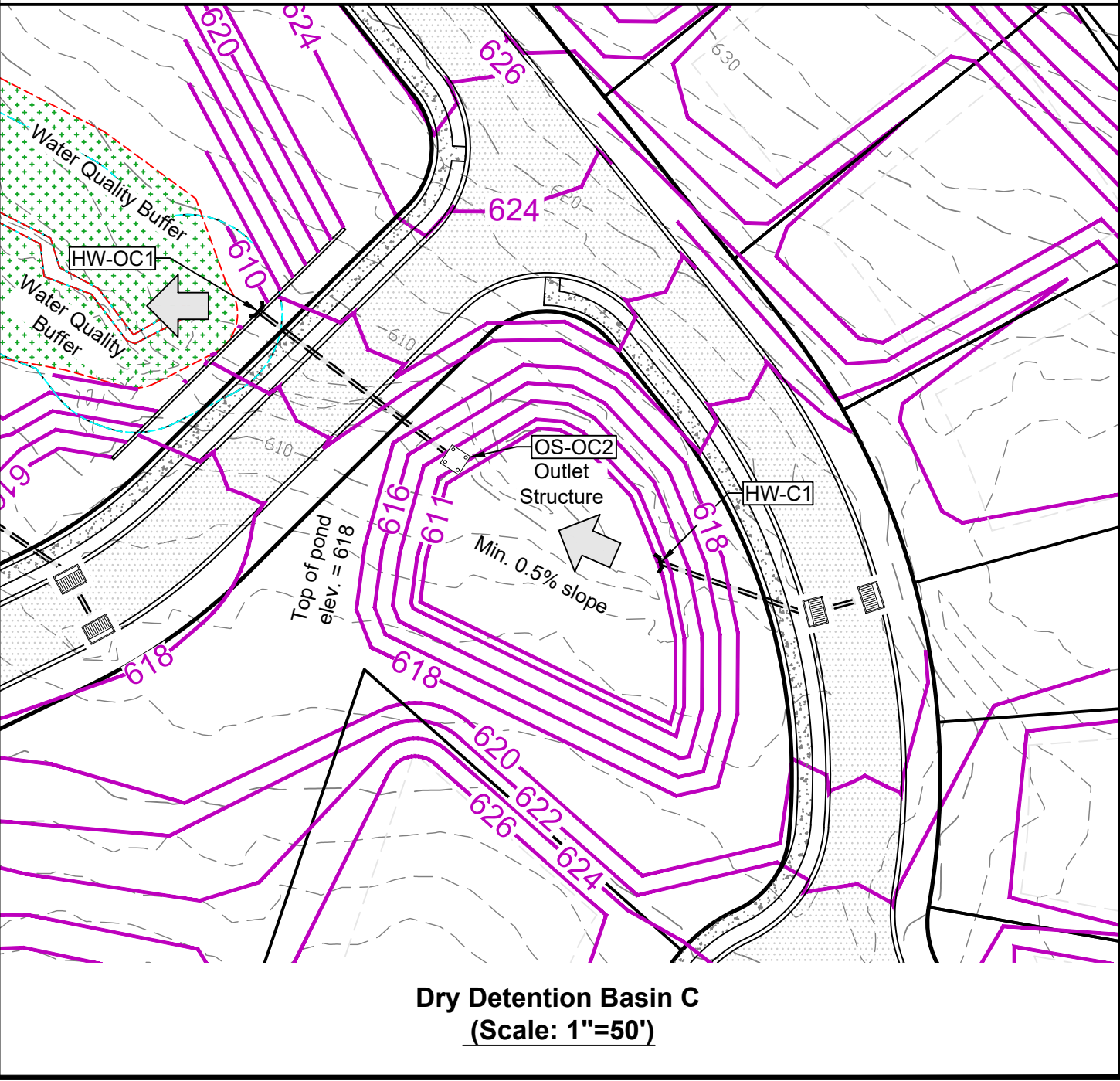
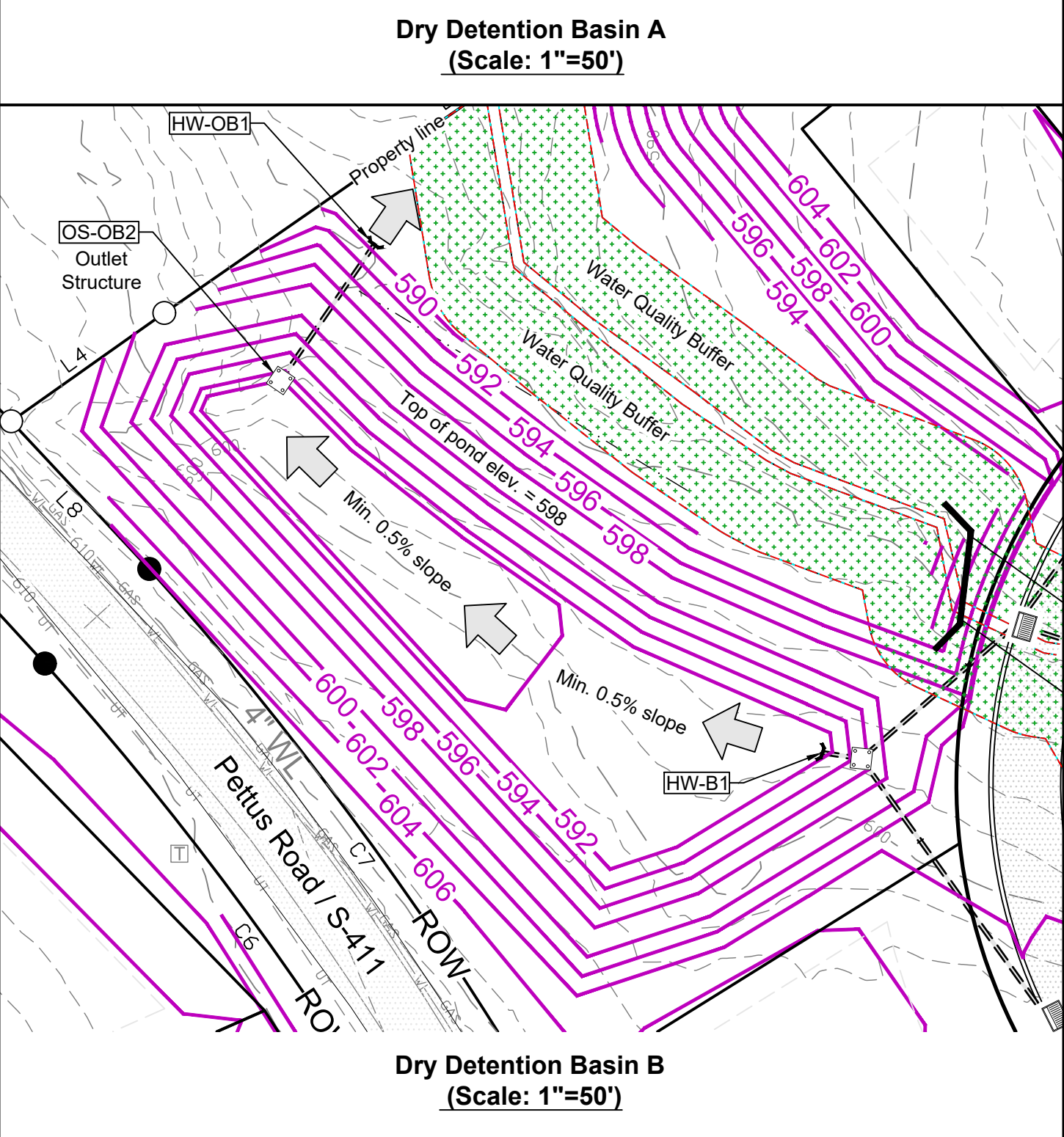
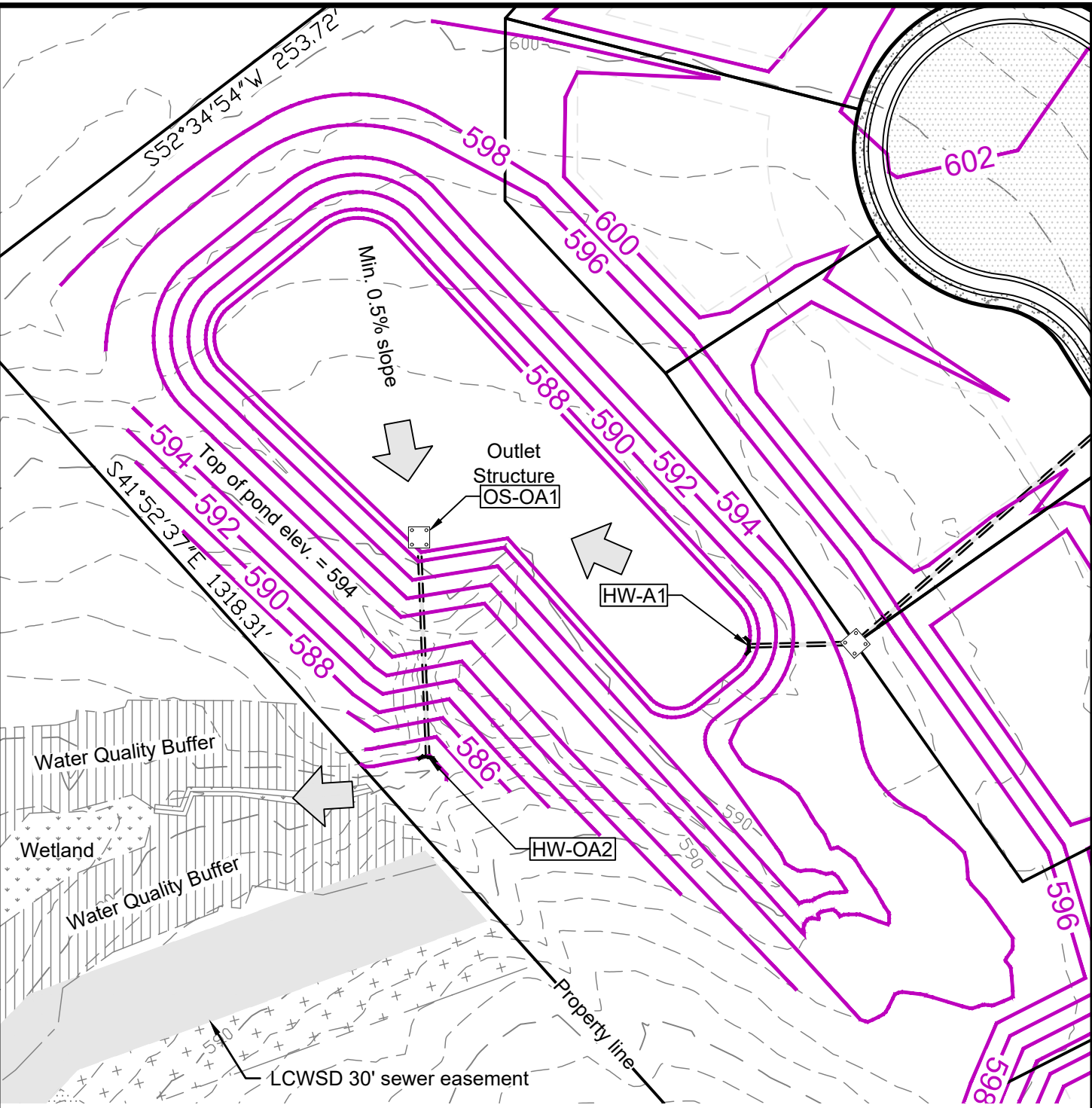
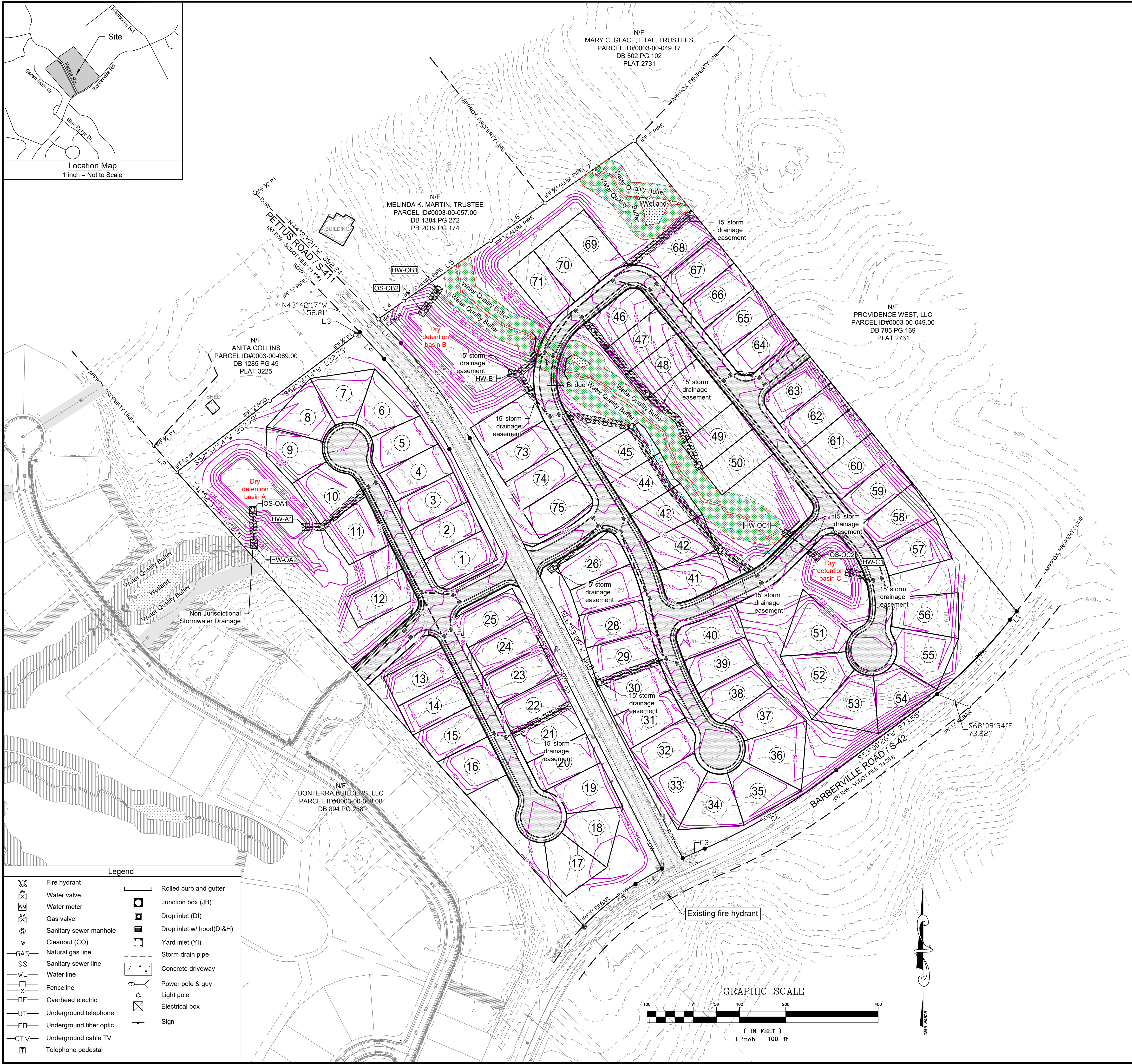
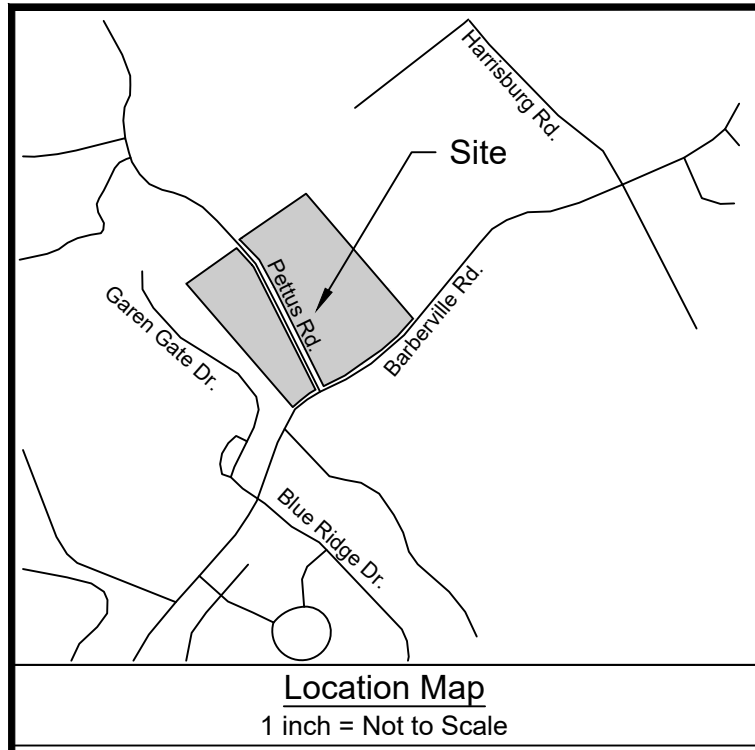
Project No.: 707909B
File: 707909C.dwg

C2.0
Sheet Number
November 1, 2023
Date



Legend	
	Fire hydrant
	Water valve
	Water meter
	Gas valve
	Sanitary sewer manhole
	Cleanout (CO)
	Natural gas line
	Sanitary sewer line
	Water line
	Fenceline
	Overhead electric
	Underground telephone
	Underground fiber optic
	Underground cable TV
	Telephone pedestal
	Rolled curb and gutter
	Junction box (JB)
	Drop inlet (DI)
	Drop inlet w/ hood (DI&H)
	Yard inlet (YI)
	Storm drain pipe
	Concrete driveway
	Power pole & guy
	Light pole
	Electrical box
	Sign





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CONSULTING ENGINEERS
& LAND SURVEYORS

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Email: consult@chaoinc.com

Overall Grading and Drainage Plan
Jasmine Hills Subdivision

Drawn: HMC
Revised:

Checked: GAL

Project No.: 707909B
File: 707909C.dwg

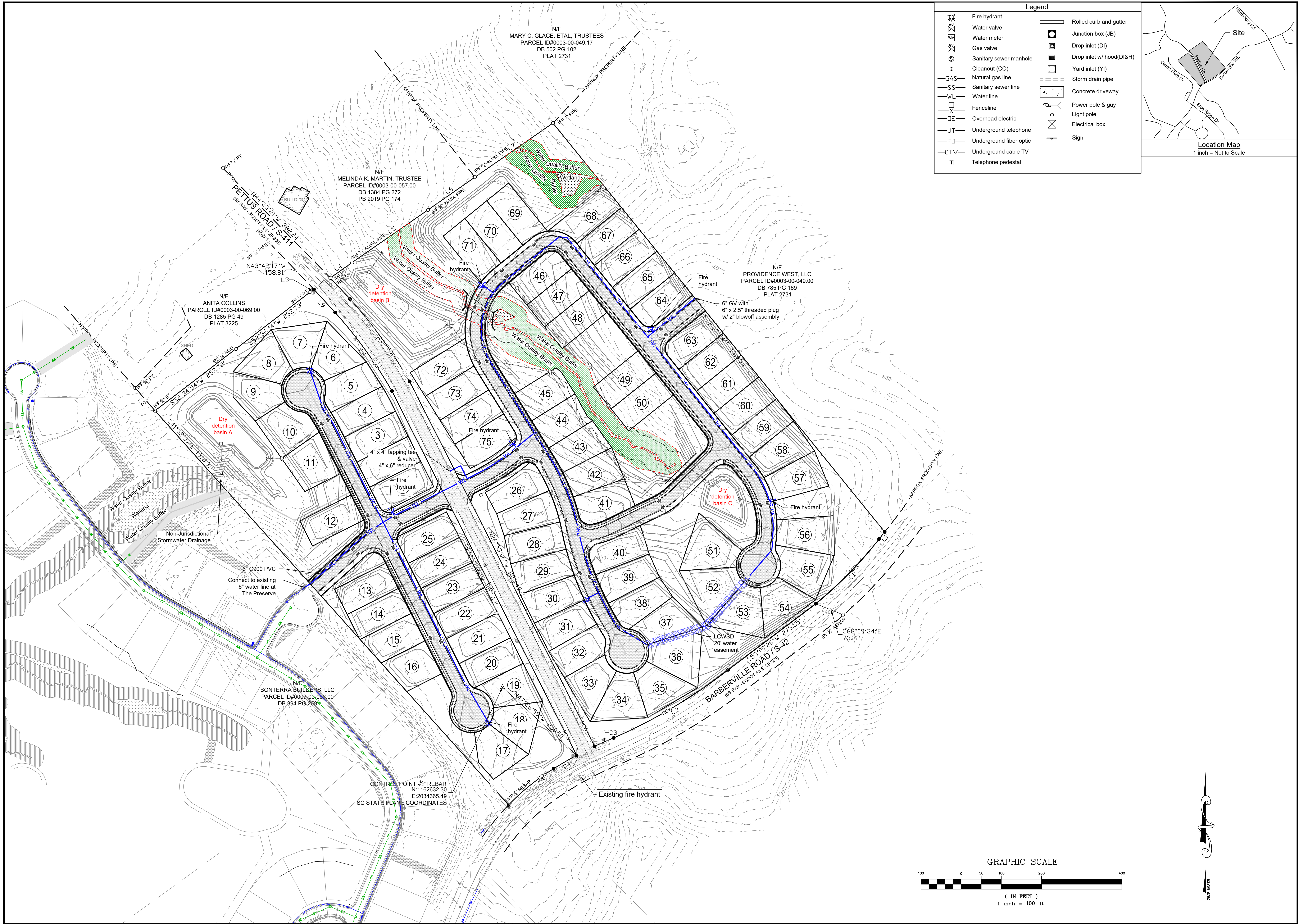
C3.0
Sheet Number
November 1, 2023
Date

Prepared For: Rass Investments, LLC
Near Indian Land, in Lancaster County, SC

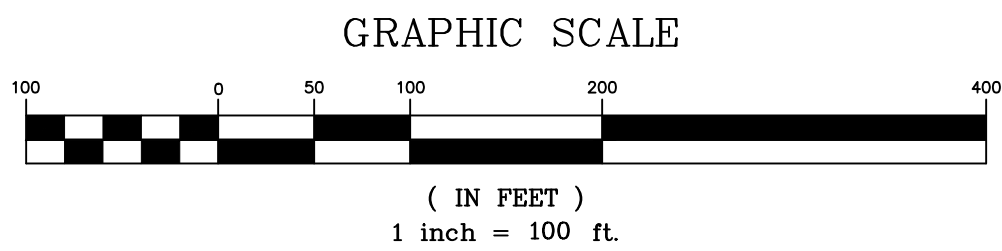
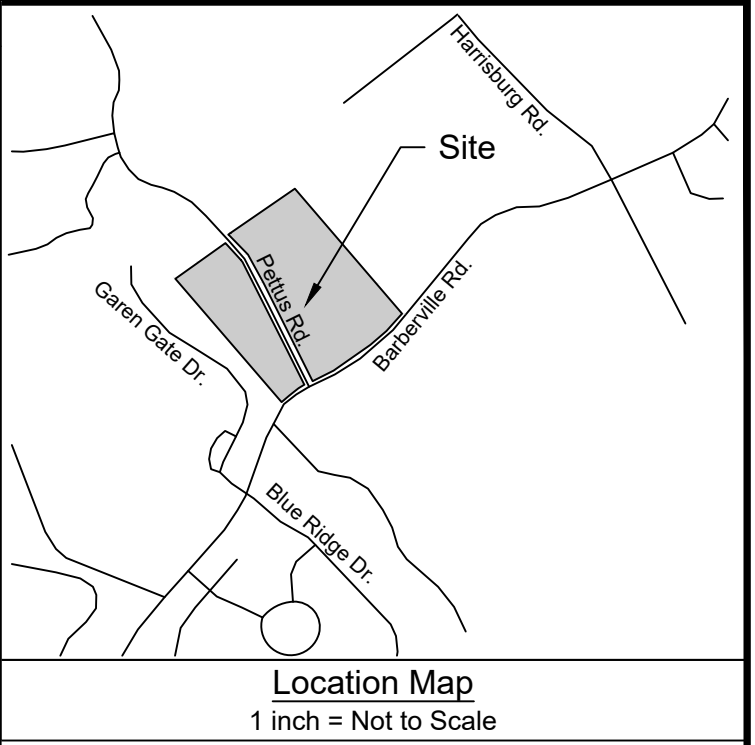
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Legend

- | | | | |
|--|-------------------------|--|---------------------------|
| | Fire hydrant | | Rolled curb and gutter |
| | Water valve | | Junction box (JB) |
| | Water meter | | Drop inlet (DI) |
| | Gas valve | | Drop inlet w/ hood (DI&H) |
| | Sanitary sewer manhole | | Yard inlet (YI) |
| | Cleanout (CO) | | Storm drain pipe |
| | Natural gas line | | Concrete driveway |
| | Sanitary sewer line | | Power pole & guy |
| | Water line | | Light pole |
| | Fenceline | | Electrical box |
| | Overhead electric | | Sign |
| | Underground telephone | | |
| | Underground fiber optic | | |
| | Underground cable TV | | |
| | Telephone pedestal | | |



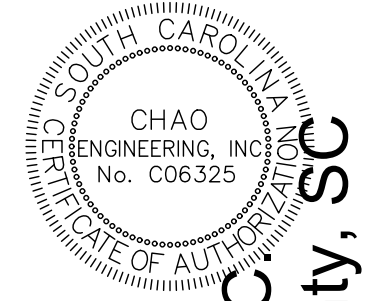
Legend	
	Fire hydrant
	Water valve
	Water meter
	Gas valve
	Sanitary sewer manhole
	Cleanout (CO)
	Natural gas line
	Sanitary sewer line
	Water line
	Fenceline
	Overhead electric
	Underground telephone
	Underground fiber optic
	Underground cable TV
	Telephone pedestal
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	Drop inlet (DI)
	Drop inlet w/ hood (DI&H)
	Yard inlet (YI)
	Storm drain pipe
	Concrete driveway
	Power pole & guy
	Light pole
	Electrical box
	Sign



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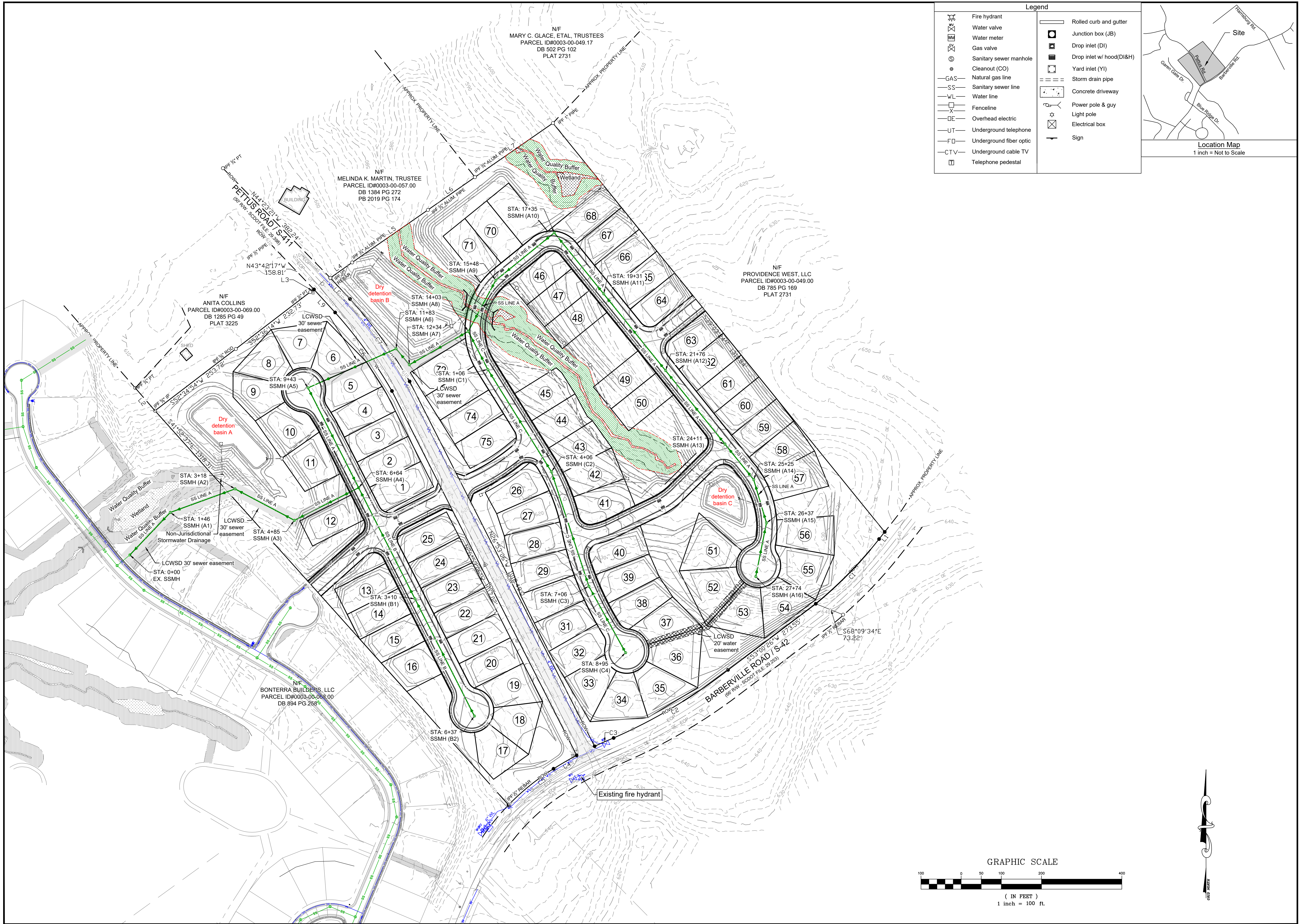
Prepared By:
Chao Engineering, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com



Overall Water Connection Plan
Jasmine Hills Subdivision
Prepared For: Rass Investments, LLC
Near Indian Land, in Lancaster County, SC

Drawn: HMC	Checked: GAL
Revised:	
File: 707909C.dwg	Project No.: 707909B

C5.0
Sheet Number
November 1, 2023
Date



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Email: consult@chaoinc.com

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CONSULTING ENGINEERS
& LAND SURVEYORS

Overall Sanitary Sewer Connection Plan
Jasmine Hills Subdivision

Prepared For: **Rass Investments, LLC**
Near Indian Land, in Lancaster County, SC

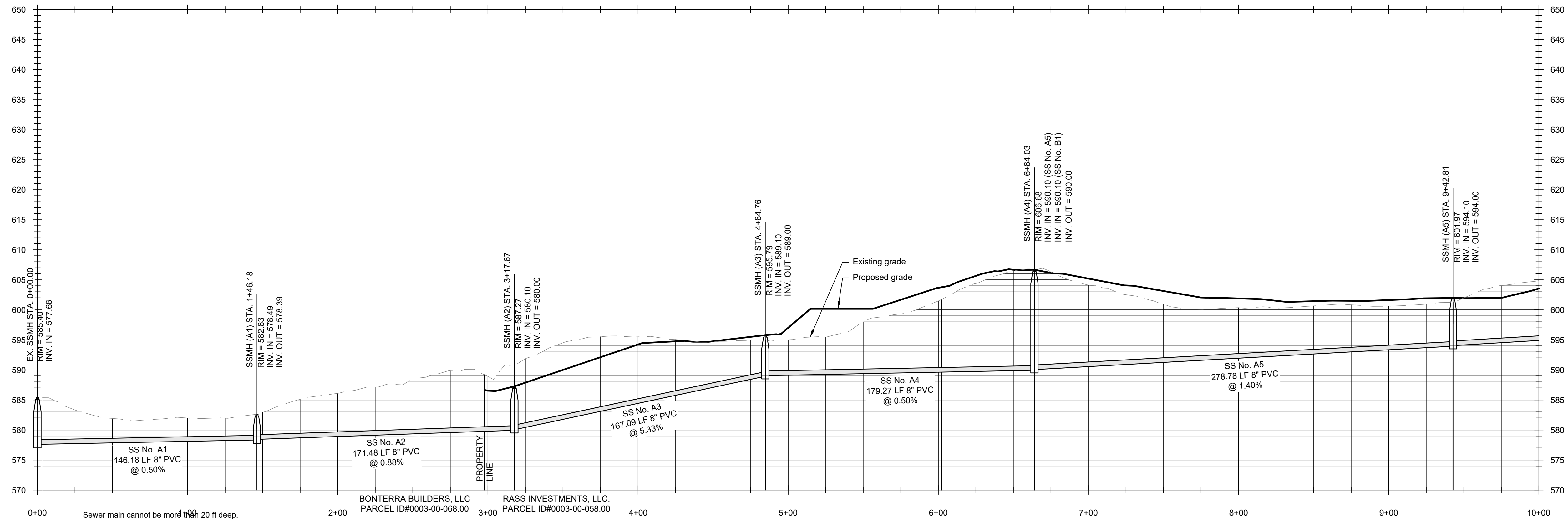
Drawn: HMC
Revised:

Checked: GAL

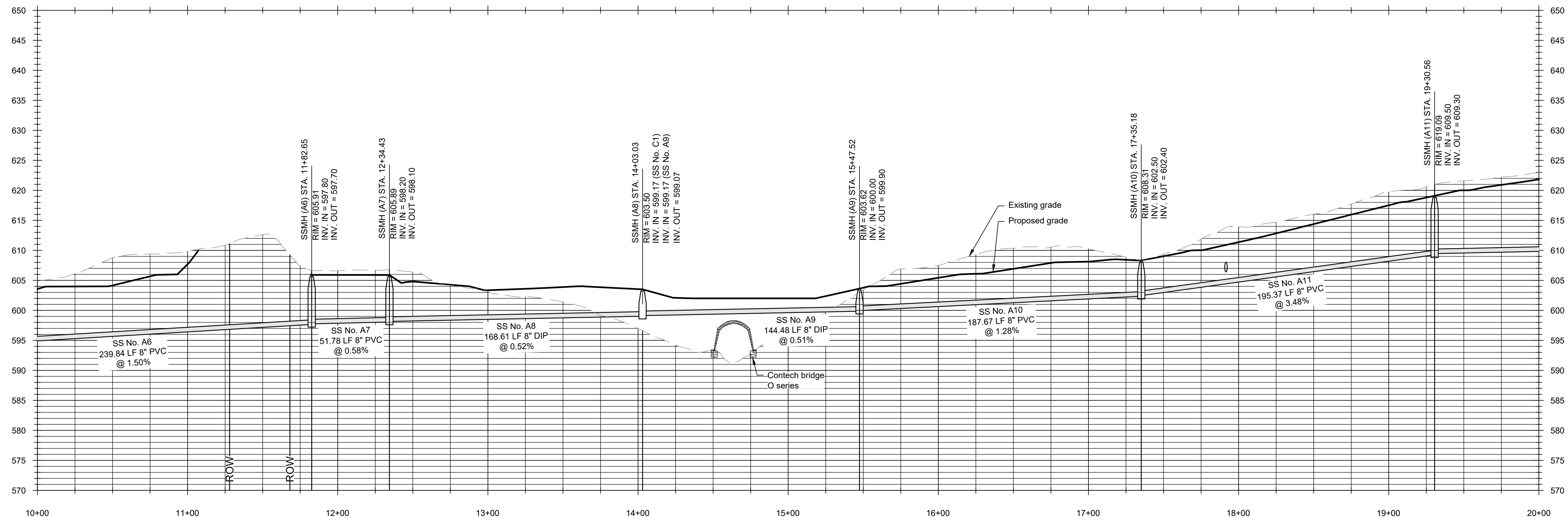
Project No.: 707909B

File: 707909C.dwg

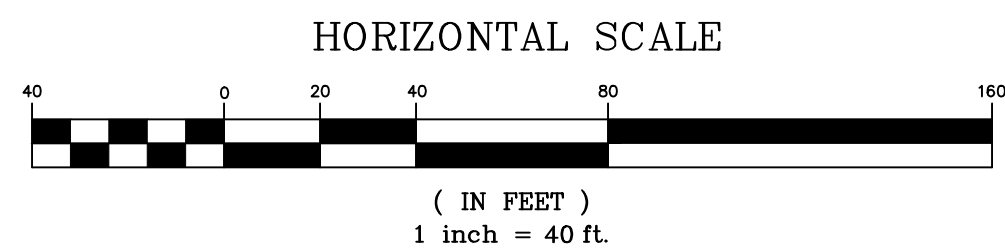
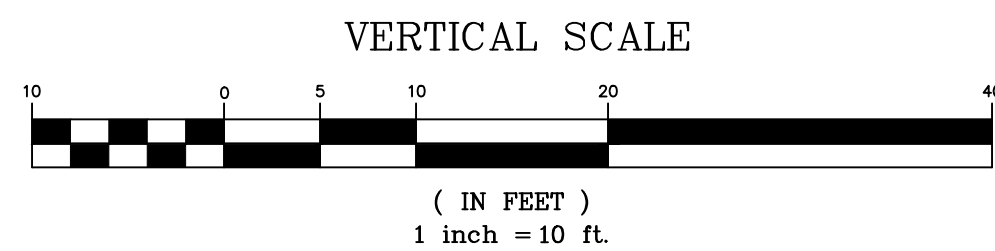
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Sheet Number
November 1, 2023
Date



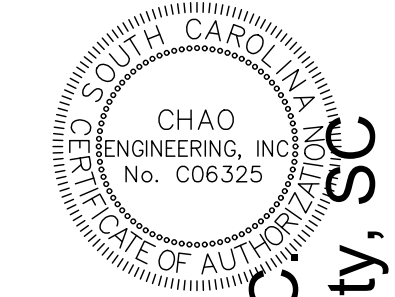
Profile View of SS LINE A



Profile View of SS LINE A



Prepared By:
Chao Engineering, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com



Sanitary Sewer Profiles
Jasmine Hills Subdivision

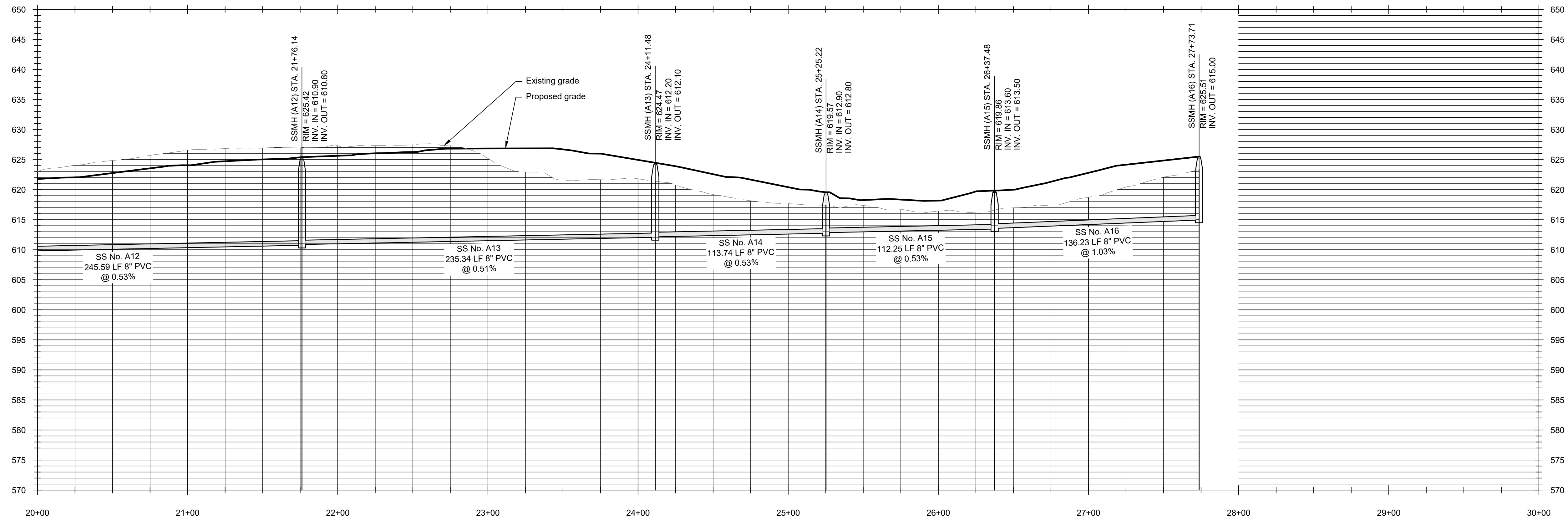
Prepared For: **Rass Investments, LLC**
Near Indian Land, in Lancaster County, SC

Drawn: HMC
Revised:

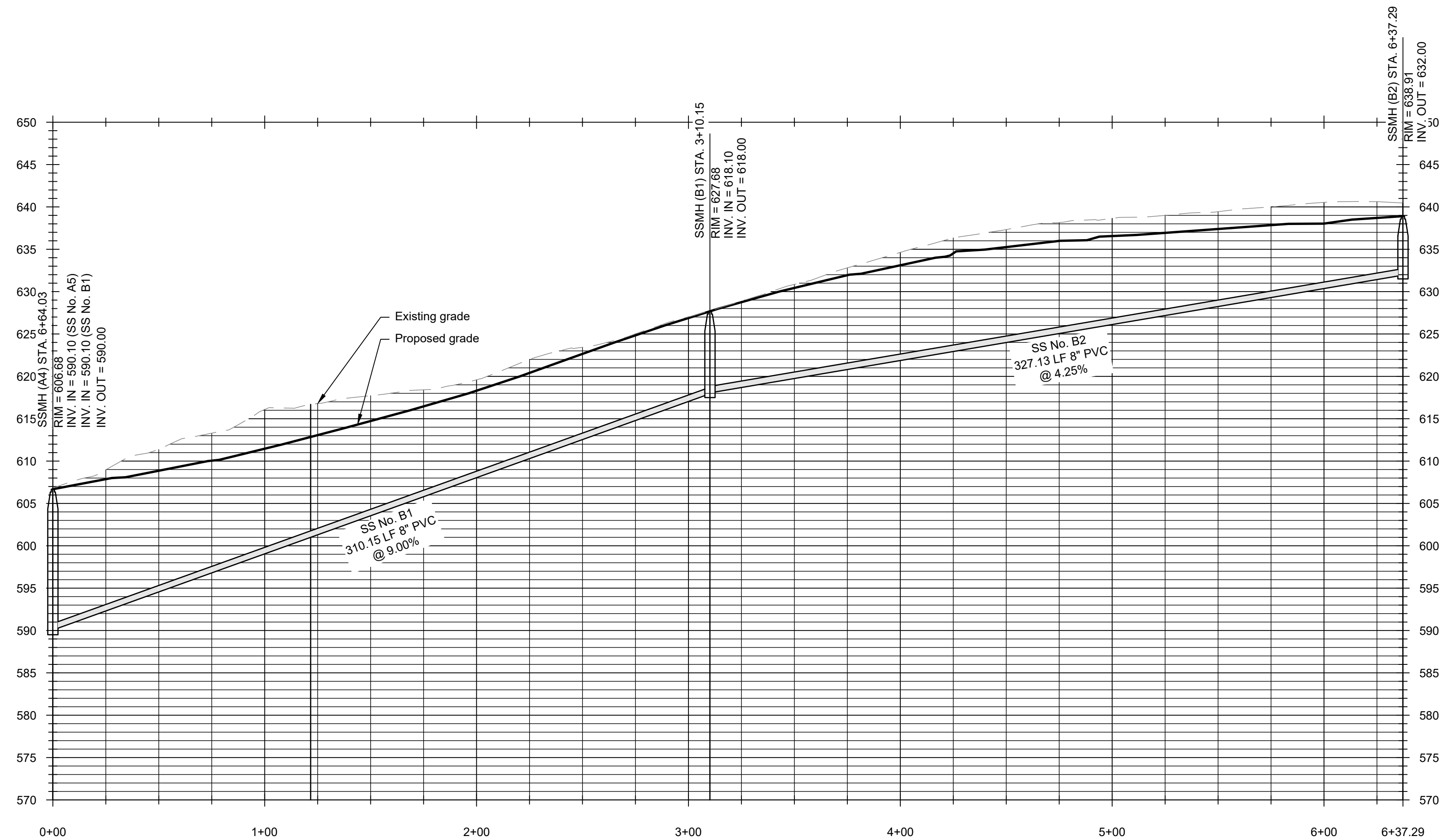
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Project No.: 707909B
File: 707909C.dwg

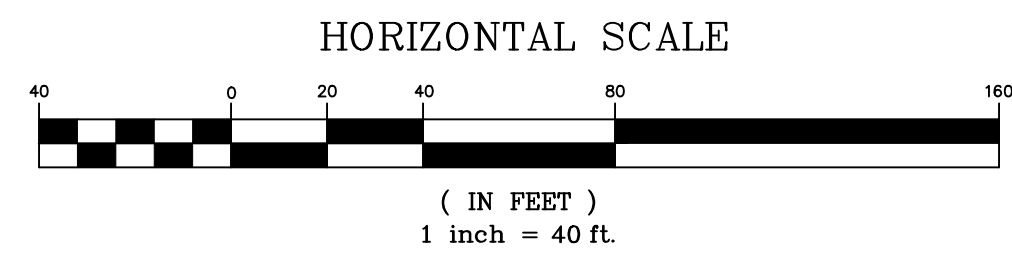
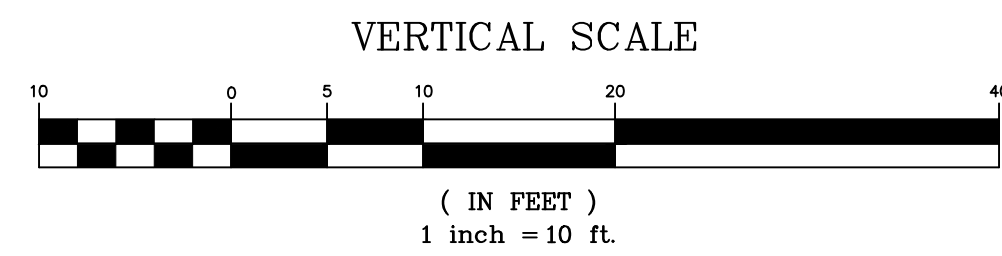
C6.3
Sheet Number
November 1, 2023
Date



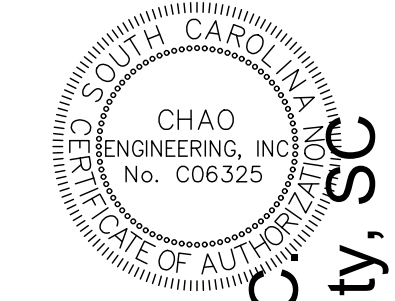
Profile View of SS LINE A



Profile View of SS LINE B



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Civil - Structural - Survey
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Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com



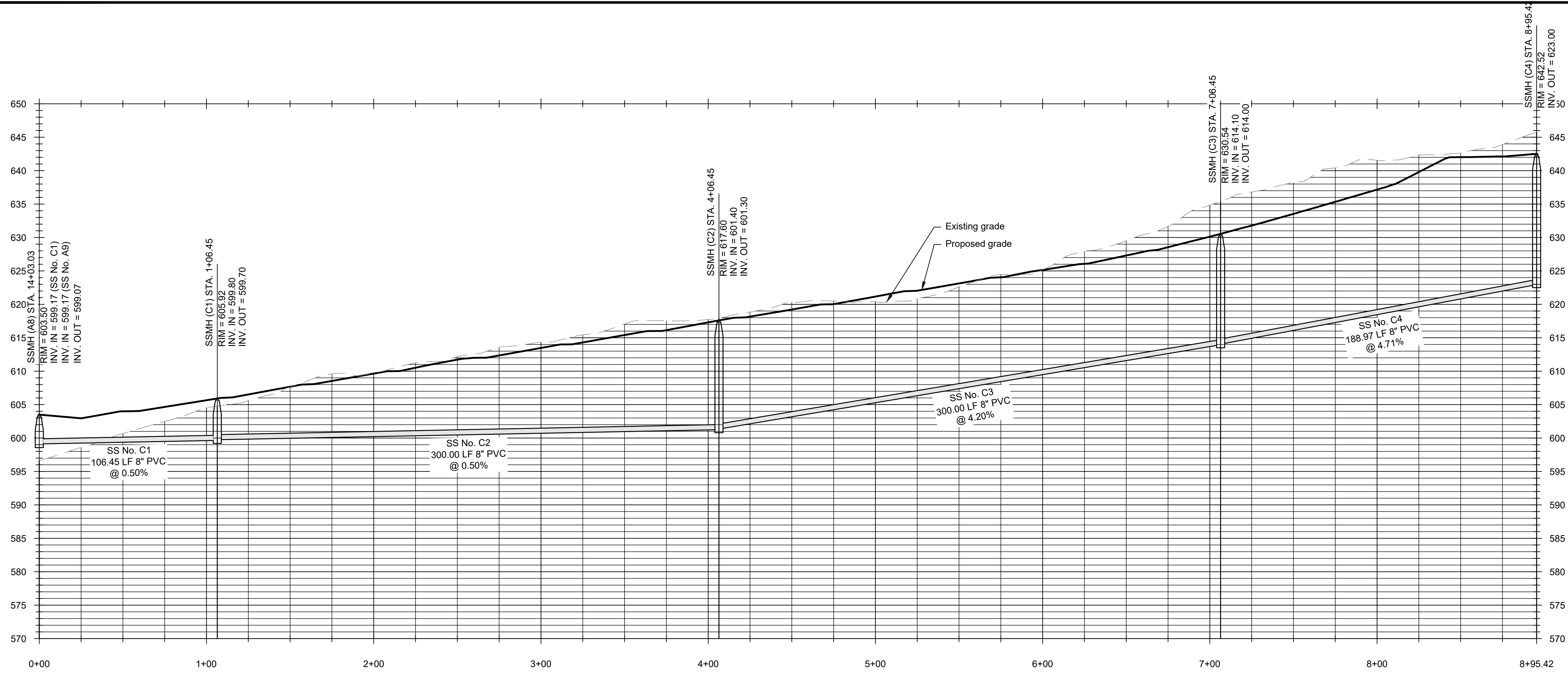
Sanitary Sewer Profiles
Jasmine Hills Subdivision

Prepared For: Rass Investments, LLC
Near Indian Land, in Lancaster County, SC

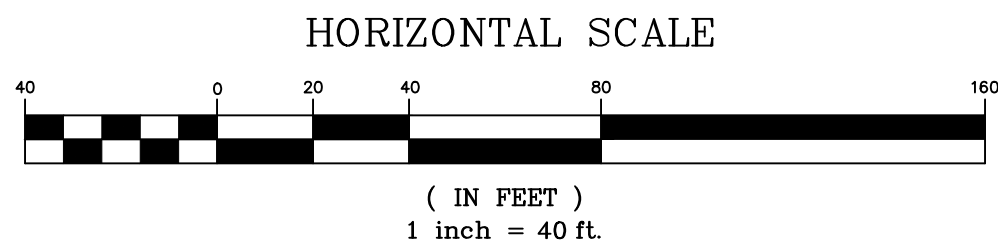
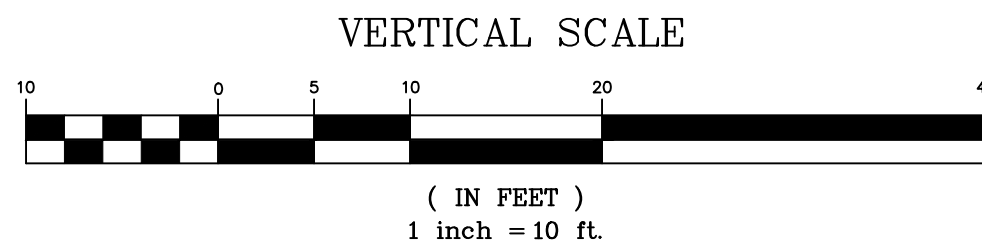
Drawn: HMC
Checked: GAL
Revised:

Project No.: 707909B
File: 707909C.dwg

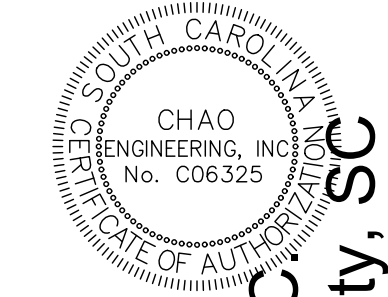
C6.4
Sheet Number
November 1, 2023
Date



Profile View of SS LINE C



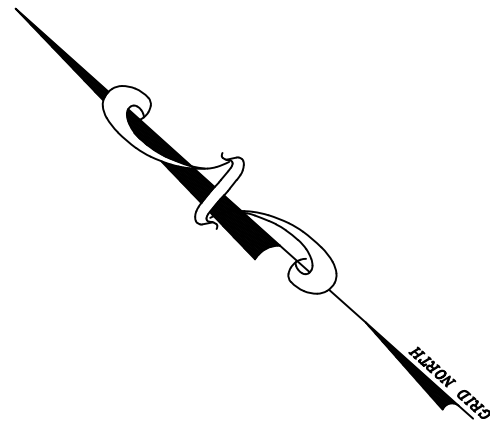
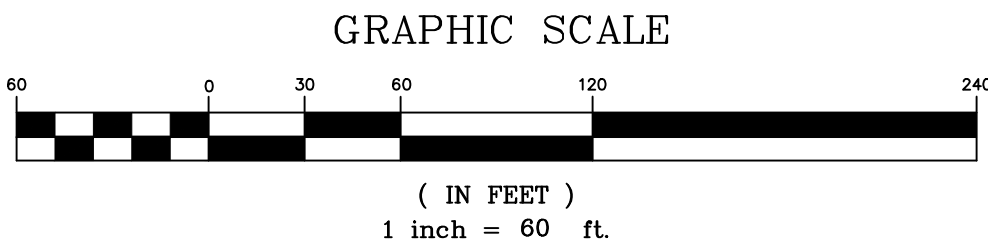
Prepared By:
Chao Engineering, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com

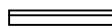
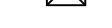


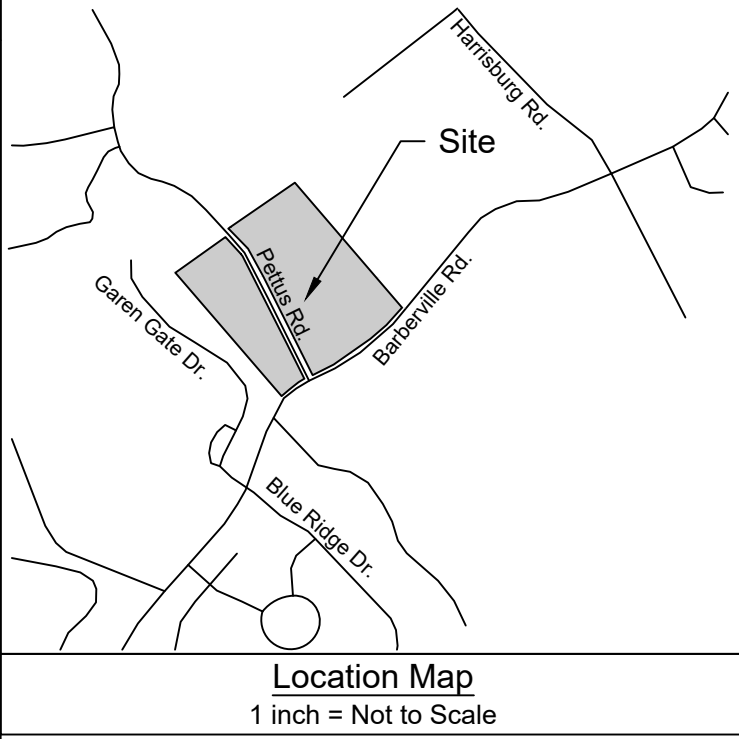
Sanitary Sewer Profiles
Jasmine Hills Subdivision
Prepared For: Rass Investments, LLC
Near Indian Land, in Lancaster County, SC

Drawn: HMC
Checked: GAL
Revised:
Project No.: 707909B
File: 707909C.dwg

C6.5
Sheet Number
November 1, 2023
Date



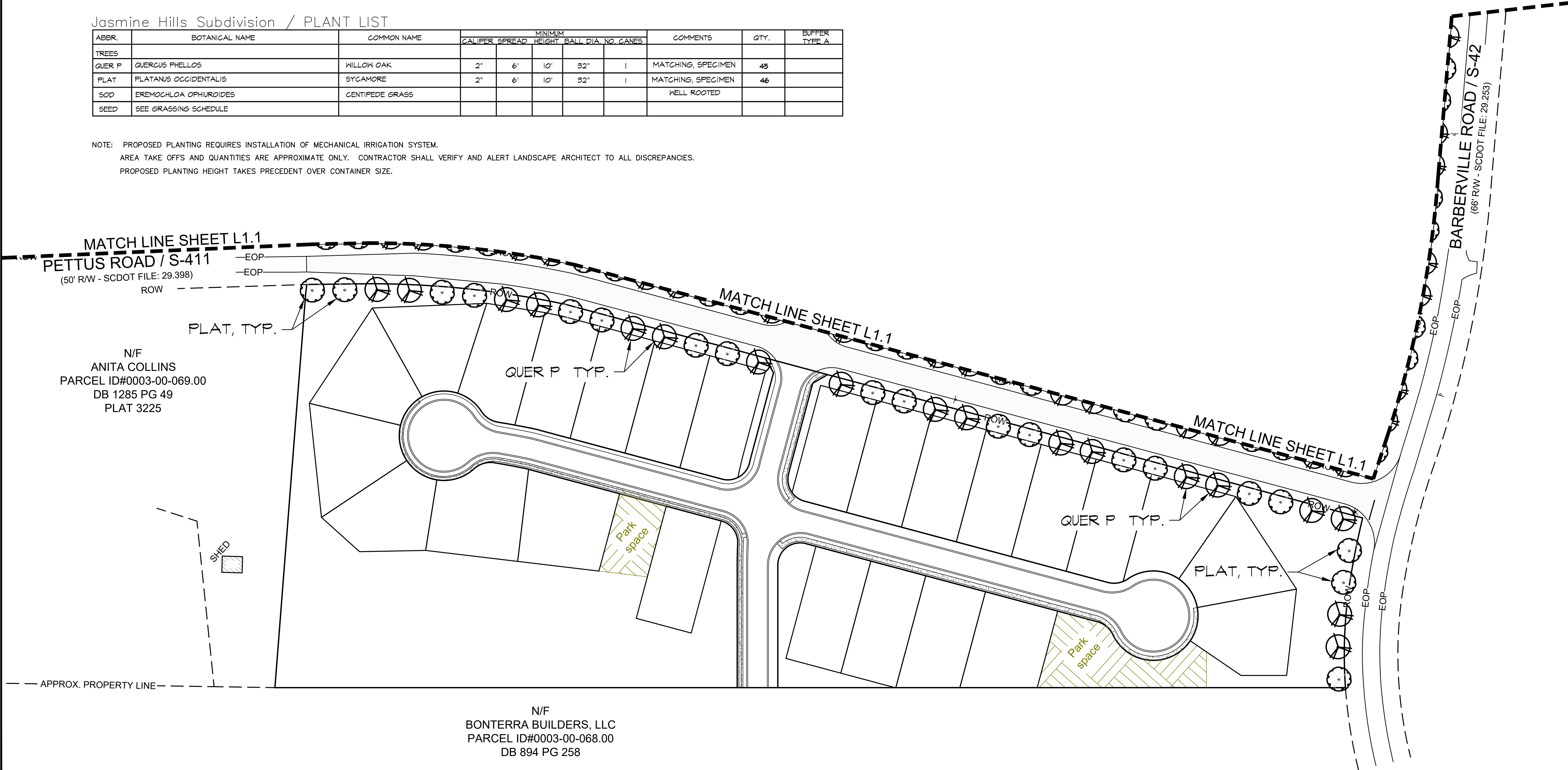
LEGEND			
	Fire hydrant		Curb & gutter
	Water valve		Junction box (JB)
	Water meter		Drop inlet (DI)
	Gas valve		Hood & grate inlet (H&G)
	Sanitary sewer manhole		Yard inlet (YI)
	Cleanout (CO)		Storm drain pipe
	Natural gas line		Concrete sidewalk
	Sanitary sewer line		Power pole & guy
	Water line		Light pole
	Fenceline		Electrical box
	Overhead electric		Sign
	Underground telephone		Limits of disturbance
	Underground fiber optic		
	Underground cable TV		
	Telephone pedestal		



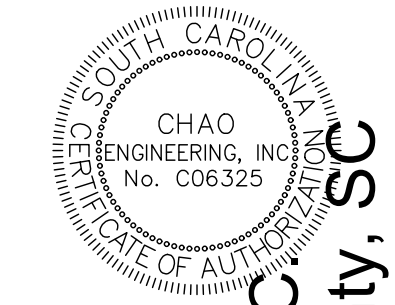
Jasmine Hills Subdivision / PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	MINIMUM					COMMENTS	QTY.	BUFFER TYPE A
			CALIPER	SPREAD	HEIGHT	BALL DIA.	NO. CANES			
TREES										
QUER P	QUERCUS PHELLOS	WILLOW OAK	2"	6'	10'	32"	1	MATCHING, SPECIMEN	45	
PLAT	PLATANUS OCCIDENTALIS	SYCAMORE	2"	6'	10'	32"	1	MATCHING, SPECIMEN	46	
SOD	EREMOCHLOA OPHIUROIDES	CENTIPEDE GRASS						WELL ROOTED		
SEED	SEE GRASSING SCHEDULE									

NOTE: PROPOSED PLANTING REQUIRES INSTALLATION OF MECHANICAL IRRIGATION SYSTEM.
AREA TAKE OFFS AND QUANTITIES ARE APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY AND ALERT LANDSCAPE ARCHITECT TO ALL DISCREPANCIES.
PROPOSED PLANTING HEIGHT TAKES PRECEDENT OVER CONTAINER SIZE.



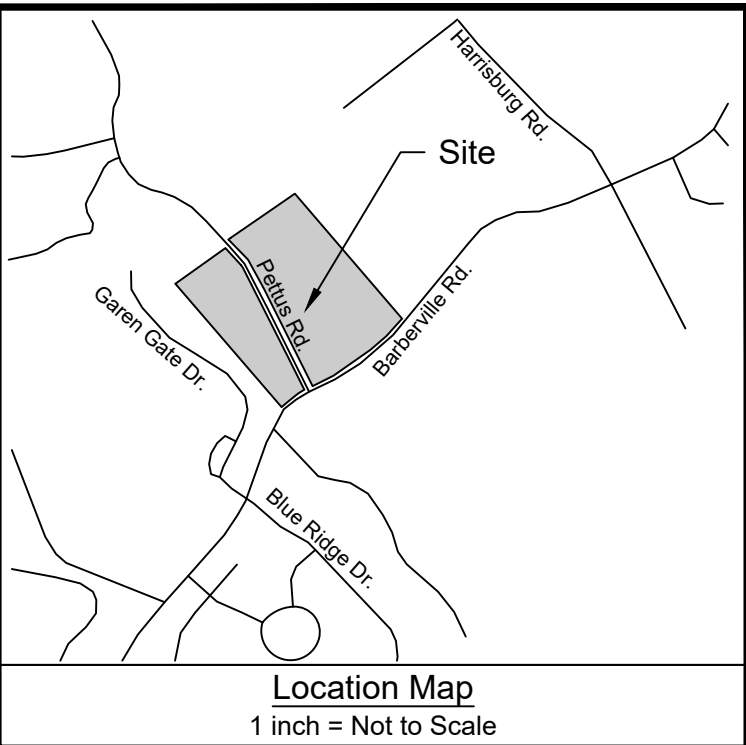
Prepared By:
Chao Engineering, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com



Landscape Plan
Jasmine Hills Subdivision
Prepared For: Rass Investments, LLC
Near Indian Land, in Lancaster County, SC

Drawn: HMC	Checked: GAL
Revised:	
File: Landscaping and Public Right of Way	

L1.0
Sheet Number
November 1, 2023
Date



CHAO

ENGINEERING, INC.

CONSULTING ENGINEERS
& LAND SURVEYORS

Prepared By:

Chao Engineering, Inc.

Civil - Structural - Survey

7 Clusters Court

Columbia, SC 29210

Voice: (803) 772-8420

Fax: (803) 772-9120

Email: consult@chaoinc.com

Public Amenity Area
Jasmine Hills Subdivision
Prepared For: Rass Investments, LLC
Near Indian Land, in Lancaster County, SC

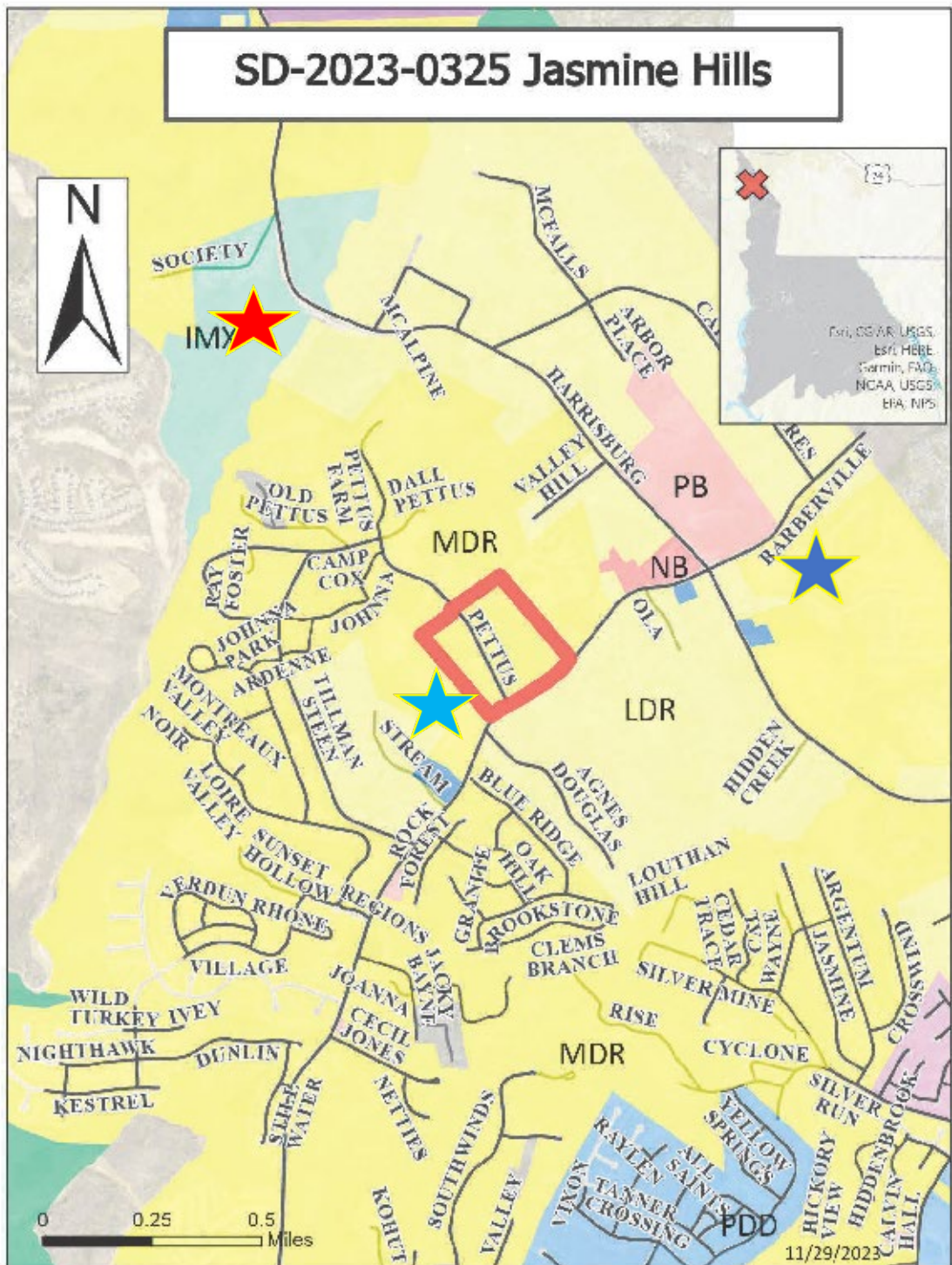
Drawn: HMC	Checked: GAL
Revised:	

File: Landscaping and Public Amenity Map.dwg

PAA1.0
Sheet Number
November 1, 2023
Date

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SD-2023-0325 Jasmine Hills



Lancaster
County

South Carolina

Proposal:

Preliminary Plat: 75 lots



Subject Property



Covington North



Sugar Creek Development



Preserve at Barber Rock

11/29/2023



Lancaster County
Planning Department
P. O. Box 1809
Lancaster, SC 29721
803.285.6005
planning@lancastercountysc.net

December 05, 2023

Hao-Ming Chen
Chao & Associates, Inc.
7 Clusters Court
Columbia, SC 29210

Project Number	20230325
Project Name	Jasmine Hills Subdivision
Location	Barberville Road
Stage	Preliminary Plat
Parcel(s)	
Status	Conditional

Dear: Hao-Ming Chen

This letter is to confirm CONDITIONAL APPROVAL of your Preliminary Plat plans by the Lancaster County Technical Review Committee (TRC).

Sincerely,

A handwritten signature in black ink that reads "Chanda Kirkland".

Chanda Kirkland, Development Service Coordinator
Lancaster County Government
101 N Main St
Lancaster, SC 29720
P: (803) 416-9390

Plan Review Comments

County Engineer - Stephen Blackwelder - 8035482406
sblackwelder@lancastersc.net

Approved

Review Comments:

General Comments:

1. More detailed comments can be provided once the construction documents are developed. The preliminary nature of this plan does not provide adequate detail to formally comment, but the following are items of note from the information given and a visit to the site to determine existing conditions.
2. A Traffic Impact Analysis (TIA) is in Evolve. We will begin the process for the review by our third party traffic engineer (ICE). Stephen will get a price for their review and forward that amount through Evolve to the development team. Once the review fee is paid, ICE will conduct the review. This typically takes 3 weeks, but may be a bit delayed if this occurs over the holidays.
 - a. Any improvements agreed upon as a result of the final TIA will need to be included in the civil plan set. Coordination of these improvements with the Pettus Pond development may be needed as the two projects develop.
3. There appears to be one stream crossing in the latest proposed plan. Any impacts to wetlands and/or stream crossings will need to be permitted through the US Army Corp of Engineers. This can be a lengthy process.
4. A survey to determine the stream and wetlands will need to be conducted to locate and categorize the potential stream on this parcel.
5. Per Lancaster County Water and Sewer District policy- this subdivision cannot be approved for construction until downstream sewer infrastructure is in place and the notice of capability and capacity from the LCWSD is obtained. It is our understanding that significant upgrades to a sewer pump station are needed to gain the sewer capacity needed for this proposed project. If you have a letter from LCSWD stating there is capability and capacity, please upload to Evolve.
6. Sheet PAA1.0- we have never seen this type of sheet before- what is its purpose?

E911 Address - Sandra Burton - (803) 416-9325
sburton@lanc911.com

Conditional

Review Comments:

Please note location of mail Kiosk(s)
Submit road names for consideration to addresser@lanc911.com
Will road 1B be named Juneberry PI if it is connecting into the Preserve at Barber Rock?
Jasmine Hill is acceptable as a subdivision name
A CAD file, in a 2010 version, showing lot lines and roadways, will need to be sent to addresser@lanc911.com at Civil Phase.

Fire Marshal - John Magette - 8032838888
jmagette@lancastersc.net

Approved

Review Comments:

1. The locations of the fire hydrants in the cul de sacs are not typical. Generally they are in the beginning of the bulb, not the end of the cul de sac. If changes are made to the water plans we will need to look at the plan again.

LC Water & Sewer District - Erin Evans - 8032856919
eevans@lcwasd.org

Conditional

Review Comments:

LCWSD is a separate entity from the County. We have our own submittal requirements. Please check our website, www.lcwasd.org, under the Developers tab for our policies and procedures.

The developer must submit 2 sets of hard copy water and sewer plans directly to LCWSD, adhering to the LCWSD Water & Wastewater Extension Policy.

*Waterlines not allowed outside the road RoW.

Review Comments:

- The internal landscaping plan is missing. UDO section 7.1.3 requires- 1 Canopy Tree for every 40 feet of street frontage. Spacing: Maximum of 50 feet on-center. Location: In Planting Strip (5-foot minimum width)*
- o * Understory Trees may be substituted for Canopy Trees in existing development with planting strips less than 5 feet wide or tree wells less than 25 square feet.
- Please clarify what the "Public Amenity Area" is entailing on page PAA1.0 of the submitted plans.
- o This is more commonly seen in public parks, attractions, not developments.
- Add a block length diagram to the provided plans. One was provided on the recent sketch plan submittals but not included in the preliminary plat.
- Label the lot area for the proposed lots on the plan.
- Please show the existing overhead electrical easements on the existing conditions portion of the plan.

LC School District - David Small - (803) 286-6972
David.Small@lcsd.k12.sc.us

No Review Done

Review Comments:

The school district did not input any comments. -Chanda

SCDOT - David Gamble - (803) 385-4280
GambleDD@scdot.org

Conditional

Review Comments:

Widen Pettus Farm Road to include 10' lanes and 2' paved shoulders.

A TIA will be required to determine if any turn lanes are needed for this subdivision.

Coordination with the adjacent developer should be made so construction only has to be done one time on Pettus and Barberville.

Impact Fee - Chanda Kirkland - 803-416-9390
ckirkland@lancastersc.net

Approved

Review Comments:

This project is located in the Indian Land Fire District service area and Lancaster County School District, the following impact fees apply:

The Lancaster County Service Impact fee for each housing unit is \$2,109.00.

Fees will be collected at the time of building permit issuance. Should you wish to arrange prepayment that can be coordinated after you receive final plat approval. This is only an estimate and not an invoice for payment.

Development Impact fees increase July 1. If you have any questions or would like further information on the Development Impact fee you can contact me.



**Lancaster County
Water & Sewer District**

"Serving Lancaster County For Over 50 Years"

November 3, 2023

Haoming Chen, PE
Civil Engineer
CHAO and Associates, Inc.
7 Clusters Ct.
Columbia, SC 29210

Re: Jasmine Hills Subdivision

Dear Sir/Madam:

This letter is to address water and sewer distribution, collection, and treatment for the proposed Jasmine Hills Subdivision.

Upon completion, acceptance, and payment of all fees necessary for water and sewer infrastructure to serve the subject site, Lancaster County Water and Sewer District (LCWSD) agrees to accept wastewater flow typical of a residential subdivision, clubhouse, and swimming pool, to the Indian Land Wastewater Treatment Facility; NPDES permit number SC0047864, for treatment. A significant off-site sewer collection system forcemain and pump station upgrade and appurtenances will be needed to convey the project's wastewater flow to the ILWWTP.

Upon completion, acceptance, and payment of all fees necessary for water mains, (LCWSD) agrees to furnish water to Jasmine Hills Subdivision in an amount consistent with the flow associated with the capacity fees paid. The water quality to the subject project is regulated by SCDHEC Bureau of Water.

This is not a willingness and capability to serve commitment. Willingness and capability to serve is contingent upon payment of the required capacity fees as determined by the District in response to letter of intent as outlined in the District's Developer's Policy. At this time a sketch plan has not been submitted to LCWSD for review and project initiation.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Timothy R. Kiser". The signature is fluid and cursive.

Timothy R. Kiser, PE
Professional Engineer
Lancaster County Water & Sewer District

*P.O. Box 1009 - Lancaster, South Carolina 29721
Phone 803-285-6919 - Fax 803-285-9574*

Lancaster County Natural Gas Authority

1010 Kershaw Camden Highway

PO Box 949

Lancaster South Carolina 29721

Rocky A. Hudson
General Manager

Telephone 803-285-2045

Chao and Associates Inc
Attn: John Nixon
7 Clusters Ct
Columbia SC 29210

September 30, 2021

Re: Intersection of Barberville Rd & Pettus Rd
Lancaster County SC

Dear Mr. Nixon,

Lancaster County Natural Gas will gladly provide service to the above referenced property. This is based on our current service agreement which requires building structures use natural gas for primary heating or water heating. We currently have a 2" natural gas main on Barberville Rd and a 2" natural gas main located Pettus Rd that can supply this location.

As this project moves further into design phase, we welcome the opportunity to work with you on natural gas access to supply this project.

If you have additional questions or concerns, please feel free to contact me @ 803-285-2045.

Sincerely,



Phillip Starnes
Operations Superintendent
Lancaster County Natural Gas





LETTER OF TRANSMITTAL

ATTN: Ms. Ashley Davis

DATE: November 1, 2023

Senior Planner

Lancaster County Planning Department
101 N. Main Street
Lancaster, SC 29720

TO: adavis@lancastersc.net
803-285-6005

C&A PROJECT NO.: 707909B-22

**RE: Jasmine Hills Subdivision in Lancaster County, SC
Preliminary Plat Submittal**

WE ARE SENDING YOU ☒ Attached ☐ Under Separate Cover Via: _____

The Following Items: ☐ Shop Drawing ☐ Prints ☐ Samples ☐ Copy of Letter
☐ Specifications ☒ Plans ☐ Other: _____

COPIES	DESCRIPTION
1	Letter of Transmittal and narrative
1	Preliminary Plat Checklist and signed Project Information
1	Major Subdivision Preliminary Plat
1	Traffic Impact Study
1	Letter of Availability – Communication and gas

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For Distribution ☐ For Your Use ☐ As Requested ☒ For Review & Comment

Ashley,

The Preliminary Plat Submittal is for total 75 residential lot subdivision development located on the north side of the intersection of Barberville Road and Pettus Road.





REMARKS:

Ms. Ashley Davis,

We are submitting a Preliminary Plat for a major subdivision on Pettus Road. The site is both to the east and west of Pettus Road at the intersection of Pettus Road and Barberville Road. The current zoning of the site is MDR (Medium Density Residential District) which has a required minimum lot area of 10,000 s.f. The site contains a wetland and several flowlines shown on the county GIS as well as significant tree coverage.

The construction site will include the clearing and grubbing of existing vegetation and trees and grading of the site in constructing the detention ponds, roads, storm drain system, sanitary sewer system, drinking water system and preparation of building pads for total 75 residential lots. The total area of the parcels for this project is 35.18 acres on the site. The parcel to the east of Pettus Road is 23.77 acres and the parcel to the west of Pettus Road is 11.41 acres.

Thank you,

Hao-Ming Chen
haoming@chaoinc.com

Hao-Ming Chen

Copy of Letter to:

Signed: _____





September 20, 2023

Mr. Abdulhakim BenSufia
Rass Investments, LLC
2545 Kennedy Drive
Corona, CA 92879

Email: Hakim@rassinvt.com

**RE: Traffic Impact and Access Study
Jasmine Hills Residential
Lancaster County, SC**

Dear Mr. BenSufia:

As requested, Encroachment Permit Clearinghouse (EPC) has completed this assessment of the traffic impacts associated with the development of a new sub-division which is located on both sides of Pettus Road near Barberville Road in Lancaster County, SC. The following provides a summary of this study's findings.

PROJECT DESCRIPTION

The project site is generally located north of Barberville Road (S-42) on both sides of Pettus Road (S-411). The project site(s) total approximately 35.18-acres and is identified as Tax ID #0003-00-058.00. The section to the west of Pettus Road has 25 lots, with the remaining 50 lots on the east of Pettus. As planned, the total 75 single-family detached units are to have access to/from Pettus Road at a single point each, creating a cross-type/four-legged intersection approximately 750-feet to the north of Barberville Road.

As scheduled, this development is planned to be constructed and occupied by 2025. **Figure 1** depicts the site location in relation to the regional roadway system. **Figure 2** depicts the proposed development plan.

EXISTING CONDITIONS

A comprehensive field inventory of the project study area was conducted in September 2023 while schools were in session. The field inventory included a collection of geometric data, traffic volumes and traffic control within the study area. The following sections detail the current traffic conditions and include a description of roadways/intersections serving the site and traffic flow in close proximity to the project.

Study Area Intersection/Roadway

As identified by Lancaster County staff, the unsignalized intersection of Barberville Road and Pettus Road and the planned site access drive to/from Pettus Road are to be analyzed in order to determine project impact on the surrounding roadway network.

Barberville Road is a two-lane facility with one lane in each direction, with directional flow separated by a double-yellow centerline. There are white edge lines with a 1-foot paved shoulder and a grass clear zone. The speed limit is posted for 40 mph.

Figure 3 illustrates the existing geometrics and traffic control for the study area intersection and surrounding roadways.

Traffic Volumes

In order to determine the existing traffic volume flow patterns within the study area, manual turning movement counts were performed. Weekday morning (7:00-9:00 AM) and evening (4:00-6:00 PM) peak period turning movement specific counts were conducted for the above referenced intersection.

Summarized count sheets for the study area intersection are included in the Appendix of this report. **Figure 4** graphically depicts the respective 2023 Existing AM and PM peak-hour traffic volumes at the study area intersections to be used for analytical purposes.

FUTURE CONDITIONS

Traffic analyses for future conditions have been conducted for two separate scenarios: first, 2025 No-Build conditions, which include an annual normal growth in traffic, all pertinent background development traffic, and any pertinent planned roadway/intersection improvements; and secondly, 2025 Build conditions, which account for all No-Build conditions PLUS traffic generated by the proposed development.

Future No-Build Traffic Conditions

Background Development/Planned Roadway Improvements

At this time there appear to be no scheduled roadway improvements nor development by others in the study area prior to the development year of this project.

Annual Growth Rate

Review of SCDOT count information, station #29-0195 located on Barberville Road just west of Pettus Road has been reviewed resulting in a 2-percent annual growth rate. This 2-percent annual growth, which will account for all unspecified traffic growth, was applied to the Existing peak-hour traffic volumes.

The anticipated 2025 No-Build AM and PM peak-hour traffic volumes, which reflect the 2-percent annual growth rate are shown in **Figure 5**.

Site-Generated Traffic

Traffic volumes expected to be generated by the proposed project were forecasted using the Eleventh Edition of the ITE *Trip Generation* manual, as published by the Institute of Transportation Engineers. As planned, 75 new single-family units are being developed. **Table 1** depicts the anticipated site-generated traffic.

Table 1
TRIP GENERATION SUMMARY¹
Jasmine Hills Sub-Division

Time Period	75 Single-Family Units
Weekday Daily	774
AM Peak-Hour	
Enter	14
<u>Exit</u>	<u>43</u>
Total	57
PM Peak-Hour	
Enter	48
<u>Exit</u>	<u>28</u>
Total	76

1. ITE *TRIP GENERATION* 11th Ed. LUC 210.

As shown, the proposed development can be expected to generate 774 two-way daily trips of which a total of 57 trips (714 entering and 43 exiting) are expected during the AM peak-hour. During the PM peak-hour, a total of 76 trips (48 entering, 28 exiting) are expected.

Distribution Pattern

The directional distribution of site-generated traffic on the study area roadways has been based on an evaluation of existing travel patterns in the study area. The anticipated pattern is shown in **Table 2**. This distribution pattern has been applied to the site-generated traffic volumes from Table 1 to develop the site-generated specific volumes for the study area intersections illustrated in **Figure 6**.

Table 2
TRIP DISTRIBUTION PATTERN
Jasmine Hills Sub-Division

Roadway	Direction To/From	Percent of Trips Enter/Exit
S-42 Barberville Road	East	65
	West	35
	Total	100

Note: Based on the existing traffic patterns during both peak hours

Future Build Traffic Conditions

The site-generated traffic, as depicted in Figure 6 has been added to the respective 2025 No-Build traffic volumes shown in Figure 5. This results in the peak-hour 2025 Build traffic volumes, which are graphically depicted in **Figure 7**. These volumes were used as the basis to determine potential improvement measures necessary to mitigate traffic impacts caused by the project.

TRAFFIC OPERATIONS

Analysis Methodology

A primary result of capacity analysis is the assignment of Level-of-Service (LOS) to traffic facilities under various traffic flow conditions. The concept of Level-of-Service is defined as a qualitative measure describing operational conditions within a traffic stream and their perception by motorists and/or passengers. A Level-of-Service designation provides an index to the quality of traffic flow in terms of such factors as speed, travel time, freedom to maneuver, traffic interruptions, comfort, convenience, and safety.

Six Levels-of-Service are defined for each type of facility (signalized and unsignalized intersections). They are given letter designations from A to F, with LOS A representing the best operating conditions and LOS F the worst.

Since the Level-of-Service of a traffic facility is a function of the traffic flows placed upon it, such a facility may operate at a wide range of Levels-of-Service depending on the time of day, day of week, or period of a year.

Analysis Results

As part of this TIAS, capacity analyses have been performed at the study area intersections under both Existing and Future (No-Build & Build) conditions. The results of these analyses are summarized in **Table 3**.

Table 3
LEVEL-OF-SERVICE SUMMARY¹
Jasmine Hills Sub-Division

<u>Unsignalized Intersection</u>	<u>Time Period</u>	<u>Critical Movement</u>	<u>2023 EXISTING</u>		<u>2025 NO-BUILD</u>		<u>2025 BUILD</u>	
			<u>Delay</u>	<u>LOS</u>	<u>Delay</u>	<u>LOS</u>	<u>Delay</u>	<u>LOS</u>
Barberville Road (S-42) at Pettus Road (S-411)	A	EB Major Left-Turn	8.0	A	8.0	A	8.0	A
	M	SB Minor Left-Turn	15.1	C	15.6	C	20.1	C
	P	EB Major Left-Turn	9.2	A	9.3	A	9.5	A
	M	SB Minor Left-Turn	20.7	C	21.7	C	25.9	D

GENERAL NOTES:

1. Calculations completed using the HCM 6th Ed methodology.
2. Delay in seconds-per-vehicle.
3. LOS = Level-of-Service.

As shown in Table 3, under Existing conditions, the unsignalized study area intersection of Barberville Road at Pettus Road operates with over-all acceptable service levels during the AM and PM peak hours. Detailed review of the individual approaches also indicates acceptable service levels during both time periods.

Under future 2025 No-Build conditions, which assumes the annual regional growth, again all operations for the approaches and the over-all intersection are acceptable during both the AM and PM peak hours.

Build 2025 conditions which reflect the addition of project generated traffic continues to result in good service levels during both peak hours, with a small increase (4.2 sec/veh) in the side-street delay.

Operations for the site access drive on Pettus Road were not analyzed in detail as the existing traffic on Pettus Road is minimal during both peak-hours.

Barberville Road (S-42)

The existing two-lane cross-section of Barberville Road provides a theoretical daily capacity of 11,524 two-way vehicle trips (vpd) which defines a level-of service (LOS) E. *Ref. Maximum ADT by Level of Service for Urban Facilities for SCDOT Travel Demand Models: Collector: 2-Lane.* A LOS D has a threshold of 9,890 vpd and a LOS A threshold of 4,214 vpd.

A review of SCDOT Count Station #29-0195, located on Barberville Road approximately 0.8 mile west of Pettus Road, indicates a 2022 average daily traffic (ADT) of 7,900 vehicles, with 12 percent (K-factor) occurring during the afternoon peak hour. The 2023 peak hour volume recorded was 1122 vehicles, corresponding to an adjusted 2025 peak hour of 1169 vehicles with the 4% growth factor. Using the 12 percent K-factor, this results in a 2025 projected ADT of 9,742 vehicles.

In comparing the daily traffic volumes currently utilizing Barberville Road, adding in the daily site-generated traffic volumes and comparing this to the SCDOT capacities, you obtain the results depicted in **Table 4**.

Table 4
LEVEL-OF-SERVICE SUMMARY¹
Jasmine Hills Residential
Barberville Road
Lancaster County, SC

Roadway Segment	Existing Daily Vol. (vpd)¹ (a)	Daily Volume (vpd)² (b)	Total Volume (a+b)	SCDOT Roadway Capacity (vpd) (LOS E)	Resultant Service Level
Barberville Road (S-29-42)	9,742	774	10,516	9,890	E

Reference: Maximum ADT by Level of Service for Urban Facilities for SCDOT Travel Demand Models: Collector: 2-Lane.

1. vpd= Vehicles-per-day.

2. Site-generated traffic (project residential) ref. Table 1 daily two-way volume.

As shown by Table 4, the expected daily volumes on Barberville Road under the Build condition are anticipated to be in the magnitude of 10,516 two-way daily vehicles which result in a LOS E when compared to the available roadway capacity.

MITIGATION

The final phase of the analysis process is to identify mitigating measures which may either minimize the impact of the project on the transportation system or tend to alleviate poor service levels not caused by the project. The following describes measures necessary to mitigate the project's impact.

Site Access Drive

This new access will be located on Pettus Road approximately 750-feet north of Barberville Road. The following geometrics are recommended for this access:

- ***Eastbound (Site Access) Approach:*** Construct site access to provide a two-lane approach with one lane entering the site and one lane exiting designated as a shared left/right-turn;
- ***Westbound (Site Access) Approach:*** Construct site access to provide a two-lane approach with one lane entering the site and one lane exiting designated as a shared left/right-turn;
- ***Northbound (Pettus Road) Approach:*** Based on projected peak-hour volumes, a right-turn lane entering the site access is not required based on *Fig. 9.5-A of the SCDOT Design Manual*;
- ***Southbound (Pettus Road) Approach:*** Based on projected peak-hour volumes, a left-turn lane entering the site access is not required based on *Fig. 9.5-G of the SCDOT Design Manual*; and
- ***Traffic Control:*** Place intersection under STOP sign control where traffic exiting the respective sides of the site (eastbound and westbound) must stop prior to entering the intersection.

Sight Distance Considerations

The access drive intersection should be designed/constructed to meet current applicable SCDOT standards and/or guidelines in terms of sight distance. It is assumed that this will be the responsibility of the project's civil engineer and will be depicted by the site plan/submittal information. Based on *SCDOT ARMs Manual, Table 7-12*, a sight distance of 335-feet is required for a 30-mph roadway.

Off-Site Study Area Intersection

As shown in Table 3, the off-site study area intersection of Barberville Road at Pettus Road will operate with good service levels under Build conditions during both the AM and PM peak hours. All individual approach service levels are also acceptable during both peak hours. Based on the results of these analyses and a review of the need for separate turning lanes, the project causes a very minimal increase in intersection delays, as such no improvements are recommended at this time.

The following geometrics are recommended for this intersection:

- ***Eastbound (Barberville Road) Approach:*** Based on projected peak-hour volumes, a left-turn lane entering the site access is not required based on *Fig. 9.5-G of the SCDOT Design Manual*;
- ***Westbound (Barberville Road) Approach:*** Based on projected peak-hour volumes, a right-turn lane entering the site access is not required based on *Fig. 9.5-A of the SCDOT Design Manual*;

- ***Southbound (Pettus Road) Approach:*** Based on projected peak-hour volumes, the existing single lane approach is sufficient; and
- ***Traffic Control:*** Intersection to remain under STOP sign control where traffic exiting Pettus Road must stop prior to entering the intersection.

SUMMARY

EPC has completed a Traffic Impact and Access Study relative to the Jasmine Hills residential subdivision which is located along Pettus Road, just to the north of Barberville Road in Lancaster County, SC. This site is expected to be developed as a 75 single-family unit subdivision with a completion date of 2025. Access for this over-all project will be provided via one access to/from Pettus Road approximately 750-feet north of Barberville Road.

Detailed analyses have been conducted for the adjacent off-site unsignalized intersection of Barberville Road at Pettus Road. These analyses indicated that the intersection will continue to operate at acceptable service levels during all conditions and time periods studied.

Recommendations have been made for the proposed site access drives along Pettus Road which include cross-section of the access approach, traffic control and required sight distance.

If you have any questions, please contact me at 803 361 3265.



Todd E. Salvagin
EPC, LLC



Attachments

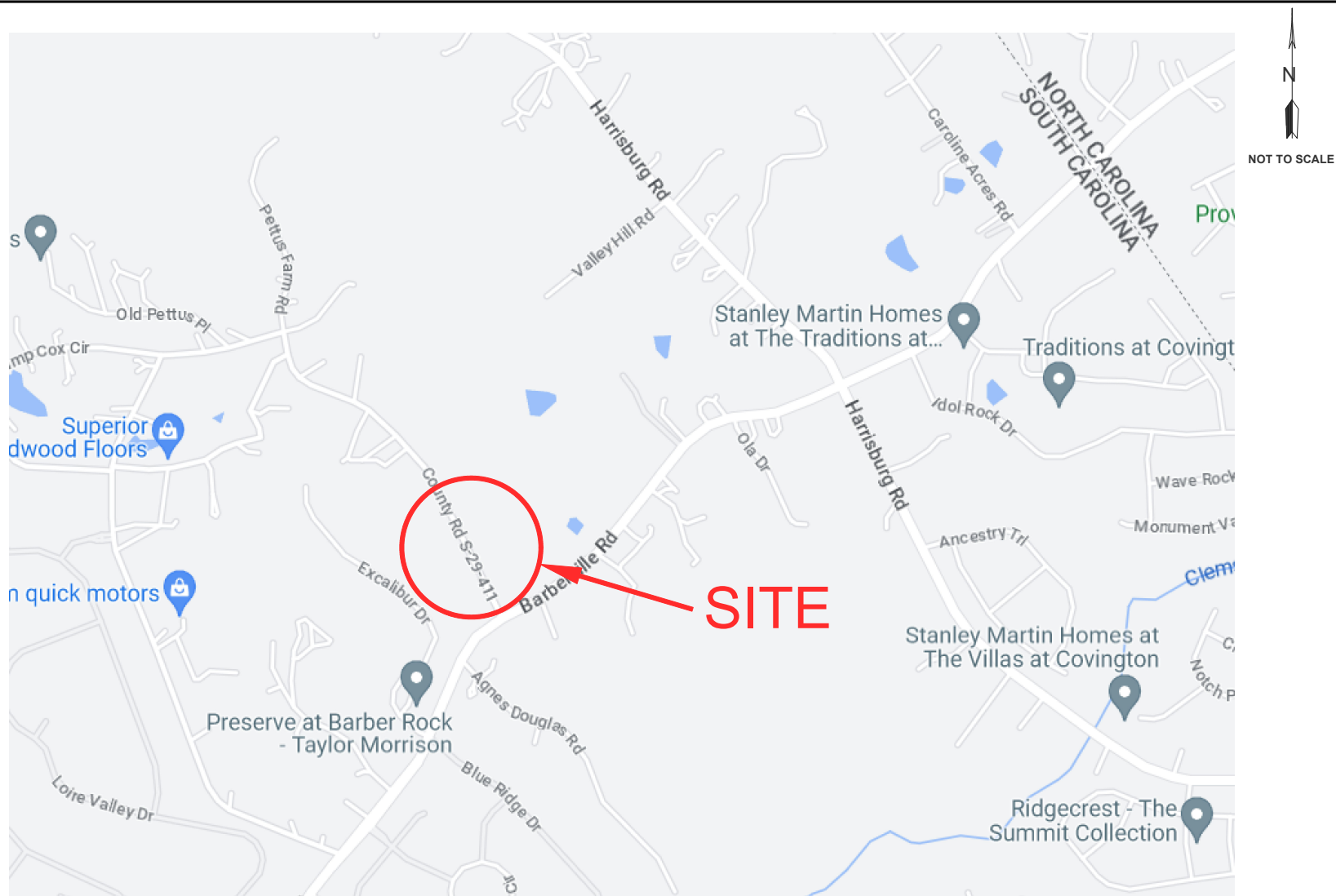
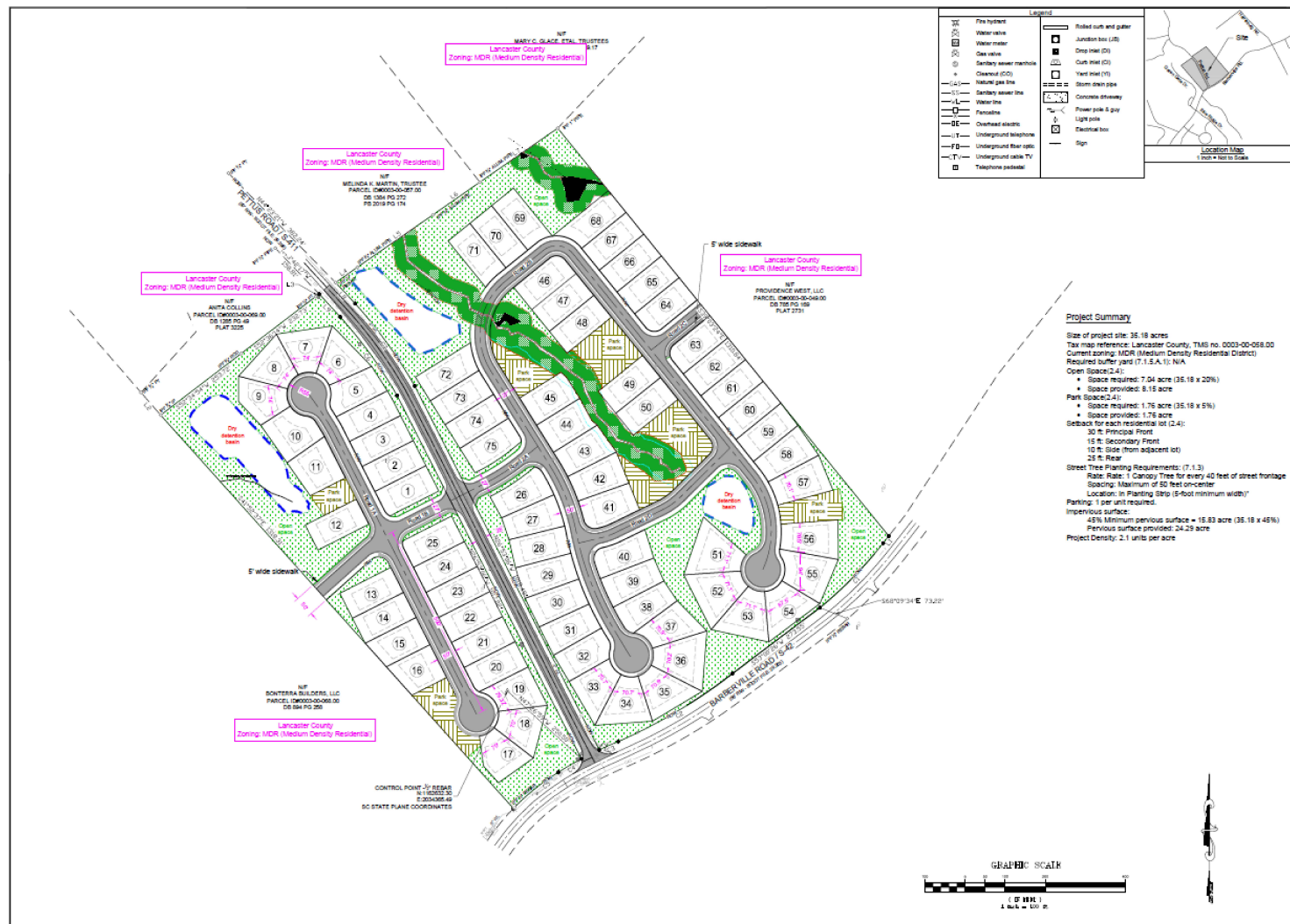


Figure 1
SITE LOCATION MAP
Jasmine Hills Subdivision
Lancaster County, S.C.



Chao Engineering, Inc.
 Civil - Structural - Survey
 1100 S. 1st Street
 Columbia, SC 29204
 Phone: (803) 772-4620
 Fax: (803) 772-9100
 Email: info@chaoeng.com

Schematic Site Layout Plan
Jasmine Hills
 Prepared For: Mr. Khuram Saleem
 In Lancaster County, SC

Drawn: HMC
 Checked: GJA
 Date: 12/05/2023
 Revised per County comments
 Date: 8/17/2023
 Revised per County comments

File: Schematic Plan.dwg
 Project No.:
 Sheet Number
C2.0
 Date
 December 5, 2022

Figure 2
SITE PLAN
Jasmine Hills Subdivision
Lancaster County, S.C.

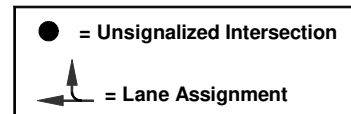
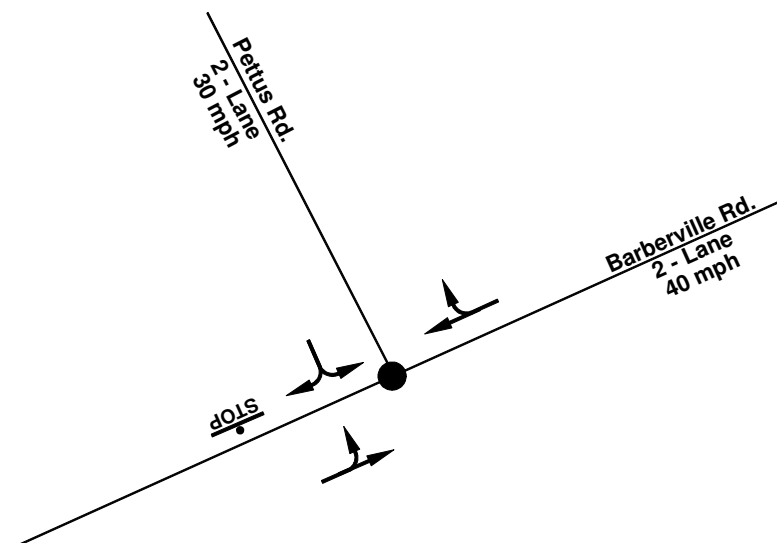
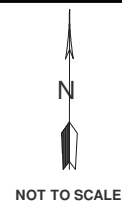


Figure 3
EXISTING GEOMETRICS & TRAFFIC CONTROL
Jasmine Hills Subdivision
Lancaster County, S.C.

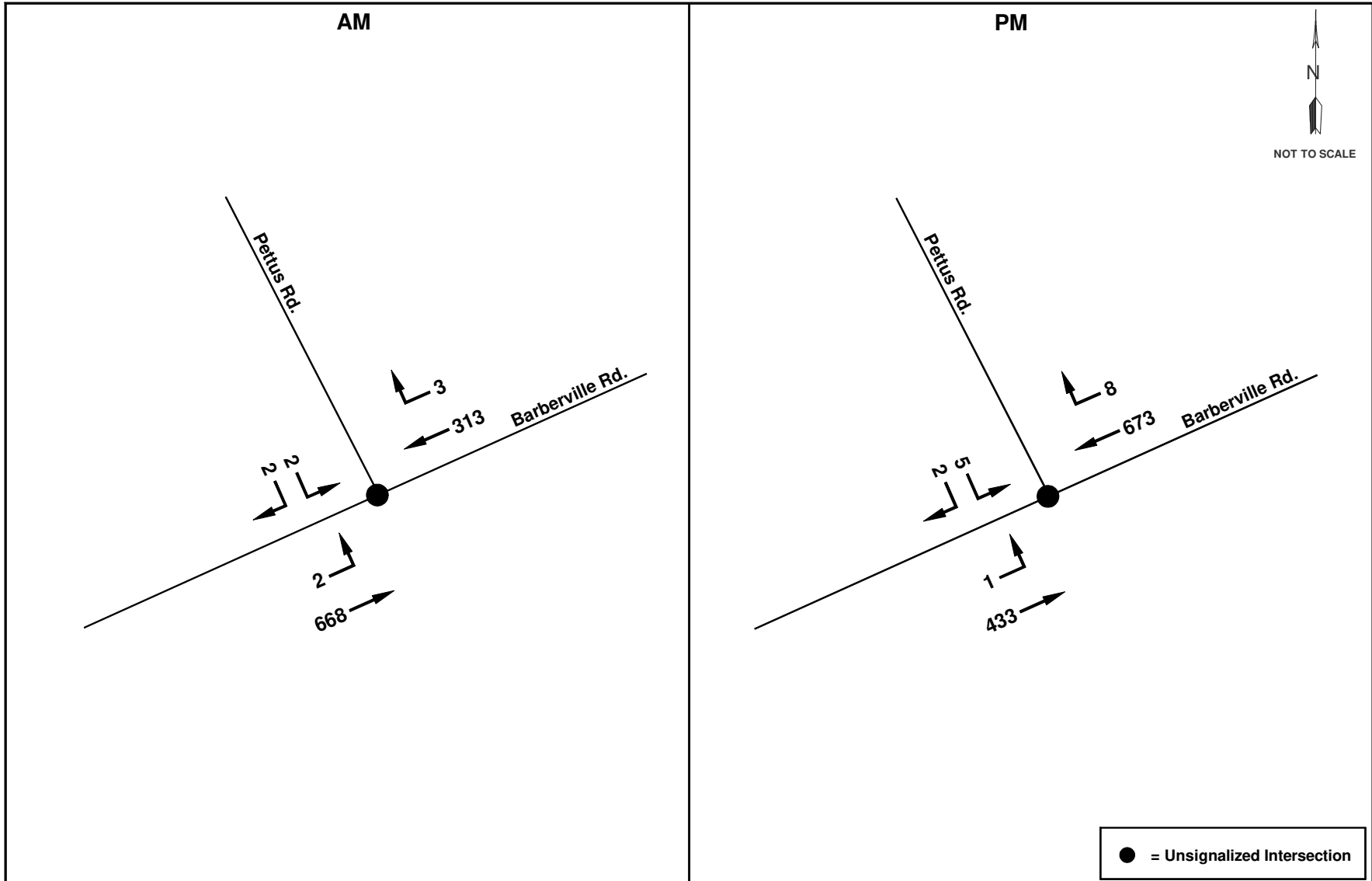


Figure 4
2023 EXISTING TRAFFIC VOLUMES
AM & PM PEAK HOUR
 Jasmine Hills Subdivision
 Lancaster County, S.C.

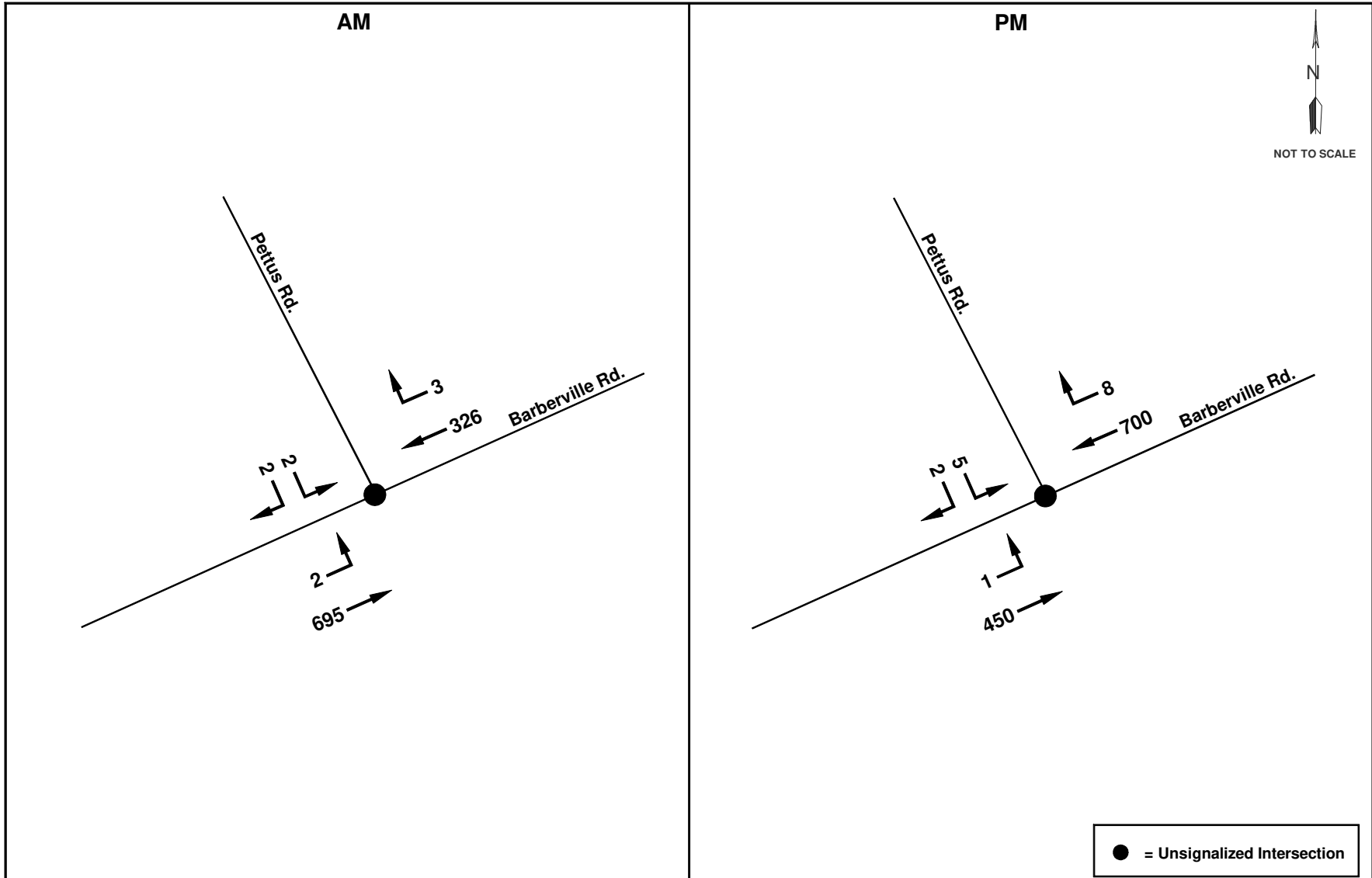


Figure 5
2025 NO BUILD TRAFFIC VOLUMES
AM & PM PEAK HOUR
Jasmine Hills Subdivision
Lancaster County, S.C.

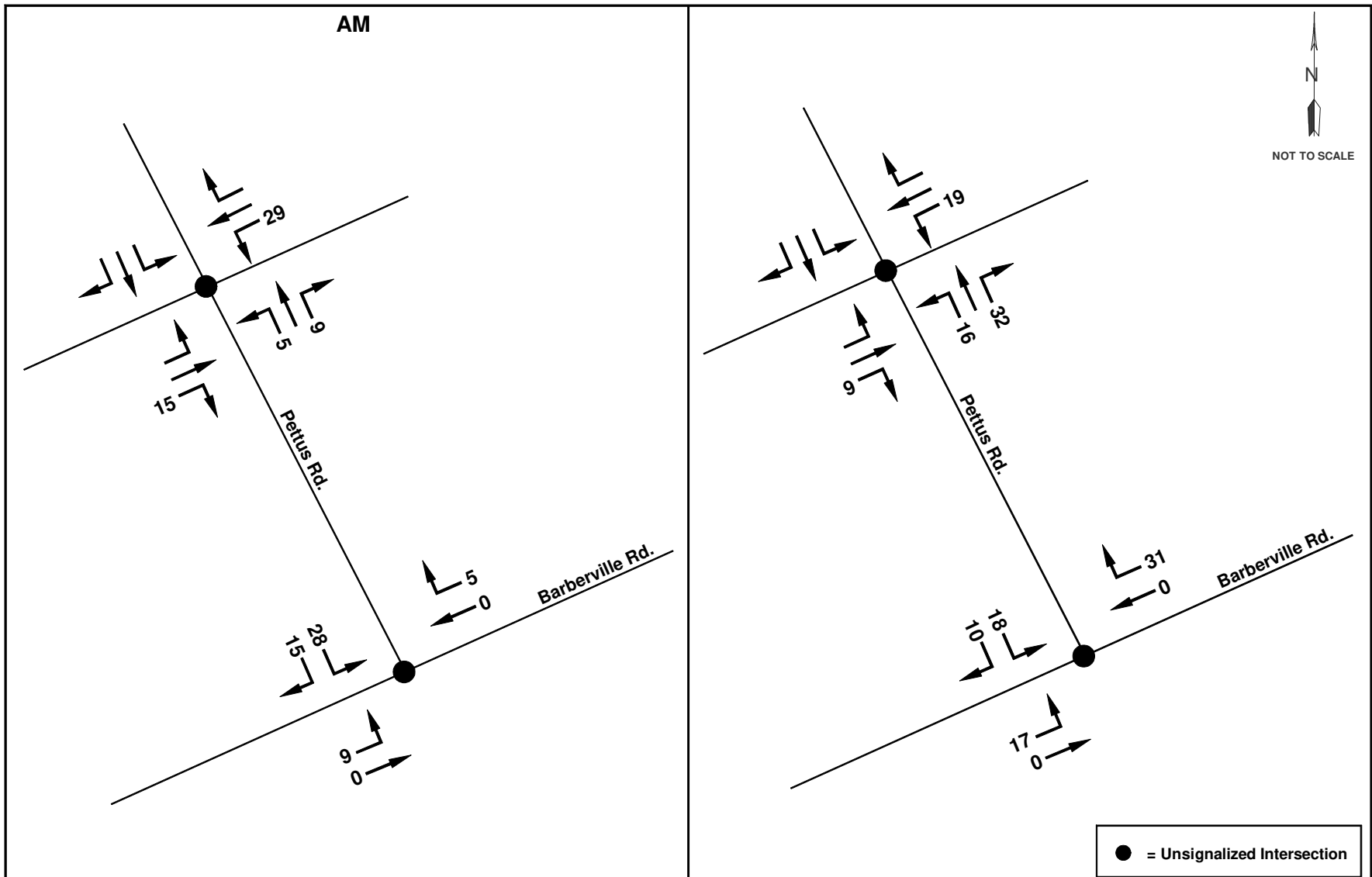


Figure 6
2025 SITE GENERATED TRAFFIC VOLUMES
AM & PM PEAK HOUR
 Jasmine Hills Subdivision
 Lancaster County, S.C.

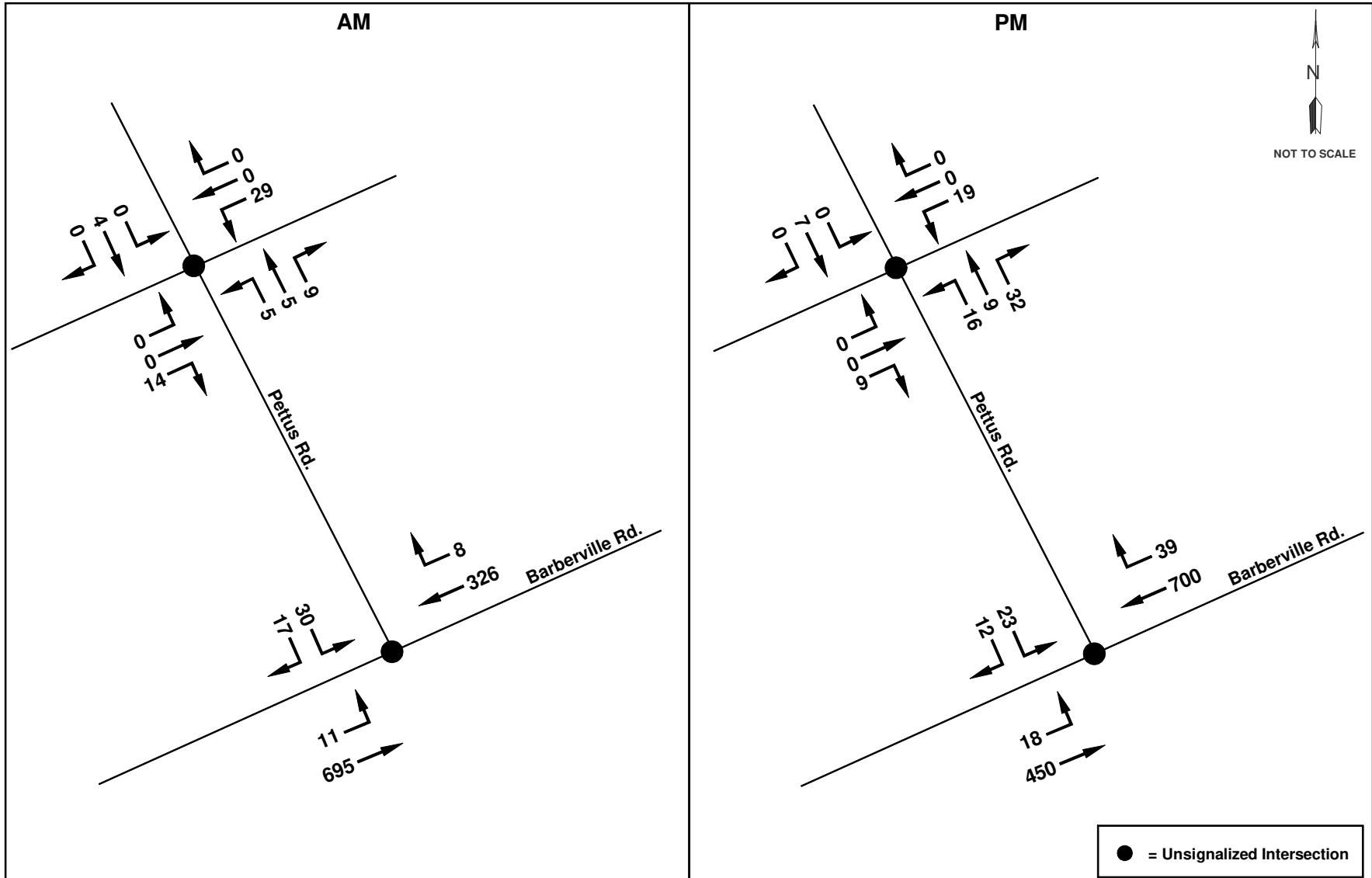


Figure 7
2024 BUILD TRAFFIC VOLUMES
AM & PM PEAK HOUR
 Jasmine Hills Subdivision
 Lancaster County, S.C.

COUNT DATA

Turning Movement Count Report

Report Generated Using Turning Movement Count for Android by PortableStudies.com

Study Information

Study Summary	Count Name	Notes	U = U Turn L = Left Turn T = Thru R = Right Turn P1 = Pedestrian Direction 1 P2 = Pedestrian Direction 2 Veh = Total Vehicles for Approach	Peak Hour Volume	
	Barberville Rd at Pettus St AM Peak			990	
	Location			% Bank 1	% Bank 2
	Lancaster County, SC			98.0%	2.0%
	Performed By			% Bank 3	% Bank 4
	NK			0.0%	0.0%
	Date			Pedestrians Volume	
	Thursday, September 7, 2023			0	

Peak Hour Data

Time Period	WB Barberville Rd							EB Barberville Rd							SB Pettis St														Total Vehicles	Total Pedestrians
	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh		
7:15 AM	0	0	109	0	0	0	109	0	0	177	0	0	0	177	0	1	0	1	0	0	2	0	0	0	0	0	0	0	288	0
7:30 AM	0	0	66	1	0	0	67	0	1	160	0	0	0	161	0	1	0	1	0	0	2	0	0	0	0	0	0	0	230	0
7:45 AM	0	0	69	0	0	0	69	0	1	159	0	0	0	160	0	0	0	0	0	0	0	0	0	0	0	0	0	0	229	0
8:00 AM	0	0	69	2	0	0	71	0	0	172	0	0	0	172	0	0	0	0	0	0	0	0	0	0	0	0	0	0	243	0

Vehicle Movement Summary

Movement / Details	WB Barberville Rd							EB Barberville Rd							SB Pettis St														Entire Intersection	
	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh	Vehicles	Pedestrians
Movement Volume	0	0	313	3	0	0	316	0	2	668	0	0	0	670	0	2	0	2	0	0	4	0	0	0	0	0	0	0	990	0
PHF	-	-	0.72	0.38	-	-	0.72	-	0.50	0.94	-	-	-	0.95	-	0.50	-	0.50	-	-	0.50	-	-	-	-	-	-	-	0.86	-
% Bank 1	0.0%	0.0%	96.8%	100.0%				0.0%	100.0%	98.5%	0.0%				0.0%	100.0%	0.0%	100.0%				0.0%	0.0%	0.0%	0.0%				Need a custom report? Contact: support@portablestudies.com	
% Bank 2	0.0%	0.0%	3.2%	0.0%				0.0%	0.0%	1.5%	0.0%				0.0%	0.0%	0.0%													
% Bank 3	0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.0%													
% Bank 4	0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.0%													

Need a custom report?
Contact:
support@portablestudies.com

Turning Movement Count Report

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Study Information

Study Summary	Count Name	Notes	U = U Turn L = Left Turn T = Thru R = Right Turn P1 = Pedestrian Direction 1 P2 = Pedestrian Direction 2 Veh = Total Vehicles for Approach	Peak Hour Volume	
	Barberville Rd at Pettus St PM Peak			1122	
	Location			% Bank 1	% Bank 2
	Lancaster County, SC			99.6%	0.4%
	Performed By			% Bank 3	% Bank 4
	NK			0.0%	0.0%
	Date			Pedestrians Volume	
	Thursday, September 7, 2023			0	

Peak Hour Data

Time Period	SB Pettus St														EB Barberville Rd							WB Barberville Rd							Total Vehicles	Total Pedestrians
	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh		
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	0	0	0	100	0	0	145	2	0	0	147	247	0
5:15 PM	0	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	106	0	0	0	106	0	0	168	2	0	0	170	278	0
5:30 PM	0	2	0	2	0	0	4	0	0	0	0	0	0	0	0	0	122	0	0	0	122	0	0	194	0	0	0	194	320	0
5:45 PM	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	1	105	0	0	0	106	0	0	166	4	0	0	170	277	0

Vehicle Movement Summary

Movement / Details	SB Pettus St														EB Barberville Rd							WB Barberville Rd							Entire Intersection	
	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh	U	L	T	R	P1	P2	Veh	Vehicles	Pedestrians
Movement Volume	0	5	0	2	0	0	7	0	0	0	0	0	0	0	0	1	433	0	0	0	434	0	0	673	8	0	0	681	1122	0
PHF	-	0.63	-	0.25	-	-	0.44	-	-	-	-	-	-	-	-	0.25	0.89	-	-	-	0.89	-	-	0.87	0.50	-	-	0.88	0.88	-
% Bank 1	0.0%	100.0%	0.0%	100.0%				0.0%	0.0%	0.0%	0.0%				0.0%	100.0%	99.3%	0.0%				0.0%	0.0%	99.9%	87.5%				Need a custom report? Contact: support@portablestudies.com	
% Bank 2	0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.7%	0.0%				0.0%	0.0%	0.1%	12.5%					
% Bank 3	0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.0%						
% Bank 4	0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.0%	0.0%				0.0%	0.0%	0.0%						

CAPACITY ANALYSIS

- **2023 Existing**
- **2025 No-Build**
- **2025 Build**

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	668	313	3	2	2
Future Vol, veh/h	2	668	313	3	2	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	726	340	3	2	2
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	343	0	-	0	1072	342
Stage 1	-	-	-	-	342	-
Stage 2	-	-	-	-	730	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1216	-	-	-	244	701
Stage 1	-	-	-	-	719	-
Stage 2	-	-	-	-	477	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1216	-	-	-	243	701
Mov Cap-2 Maneuver	-	-	-	-	243	-
Stage 1	-	-	-	-	717	-
Stage 2	-	-	-	-	477	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		15.1		
HCM LOS	C					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1216	-	-	-	361	
HCM Lane V/C Ratio	0.002	-	-	-	0.012	
HCM Control Delay (s)	8	0	-	-	15.1	
HCM Lane LOS	A	A	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0	

Intersection

Int Delay, s/veh 0.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	433	673	8	5	2
Future Vol, veh/h	1	433	673	8	5	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	471	732	9	5	2

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	741	0	0 1210 737
Stage 1	-	-	- 737 -
Stage 2	-	-	- 473 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	866	-	- 202 418
Stage 1	-	-	- 473 -
Stage 2	-	-	- 627 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	866	-	- 202 418
Mov Cap-2 Maneuver	-	-	- 202 -
Stage 1	-	-	- 472 -
Stage 2	-	-	- 627 -

Approach	EB	WB	SB
HCM Control Delay, s	0	0	20.7
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	866	-	-	-	237
HCM Lane V/C Ratio	0.001	-	-	-	0.032
HCM Control Delay (s)	9.2	0	-	-	20.7
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	695	326	3	2	2
Future Vol, veh/h	2	695	326	3	2	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	755	354	3	2	2
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	357	0	-	0	1115	356
Stage 1	-	-	-	-	356	-
Stage 2	-	-	-	-	759	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1202	-	-	-	230	688
Stage 1	-	-	-	-	709	-
Stage 2	-	-	-	-	462	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1202	-	-	-	229	688
Mov Cap-2 Maneuver	-	-	-	-	229	-
Stage 1	-	-	-	-	707	-
Stage 2	-	-	-	-	462	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		15.6		
HCM LOS				C		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1202	-	-	-	344	
HCM Lane V/C Ratio	0.002	-	-	-	0.013	
HCM Control Delay (s)	8	0	-	-	15.6	
HCM Lane LOS	A	A	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0	

Intersection

Int Delay, s/veh 0.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	450	700	8	5	2
Future Vol, veh/h	1	450	700	8	5	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	489	761	9	5	2

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	770	0	0 1257 766
Stage 1	-	-	- - 766 -
Stage 2	-	-	- - 491 -
Critical Hdwy	4.12	-	- - 6.42 6.22
Critical Hdwy Stg 1	-	-	- - 5.42 -
Critical Hdwy Stg 2	-	-	- - 5.42 -
Follow-up Hdwy	2.218	-	- - 3.518 3.318
Pot Cap-1 Maneuver	844	-	- - 189 403
Stage 1	-	-	- - 459 -
Stage 2	-	-	- - 615 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	844	-	- - 189 403
Mov Cap-2 Maneuver	-	-	- - 189 -
Stage 1	-	-	- - 458 -
Stage 2	-	-	- - 615 -

Approach	EB	WB	SB
HCM Control Delay, s	0	0	21.7
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	844	-	-	-	223
HCM Lane V/C Ratio	0.001	-	-	-	0.034
HCM Control Delay (s)	9.3	0	-	-	21.7
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	11	695	326	8	30	17
Future Vol, veh/h	11	695	326	8	30	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	755	354	9	33	18
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	363	0	-	0	1138	359
Stage 1	-	-	-	-	359	-
Stage 2	-	-	-	-	779	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1196	-	-	-	223	685
Stage 1	-	-	-	-	707	-
Stage 2	-	-	-	-	452	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1196	-	-	-	219	685
Mov Cap-2 Maneuver	-	-	-	-	219	-
Stage 1	-	-	-	-	695	-
Stage 2	-	-	-	-	452	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.1	0		20.1		
HCM LOS				C		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1196	-	-	-	290	
HCM Lane V/C Ratio	0.01	-	-	-	0.176	
HCM Control Delay (s)	8	0	-	-	20.1	
HCM Lane LOS	A	A	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.6	

Intersection

Int Delay, s/veh 0.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	18	450	700	39	23	12
Future Vol, veh/h	18	450	700	39	23	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	489	761	42	25	13

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	803	0	0 1311 782
Stage 1	-	-	- 782 -
Stage 2	-	-	- 529 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	821	-	- 175 394
Stage 1	-	-	- 451 -
Stage 2	-	-	- 591 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	821	-	- 169 394
Mov Cap-2 Maneuver	-	-	- 169 -
Stage 1	-	-	- 436 -
Stage 2	-	-	- 591 -

Approach	EB	WB	SB
HCM Control Delay, s	0.4	0	25.9
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	821	-	-	-	210
HCM Lane V/C Ratio	0.024	-	-	-	0.181
HCM Control Delay (s)	9.5	0	-	-	25.9
HCM Lane LOS	A	A	-	-	D
HCM 95th %tile Q(veh)	0.1	-	-	-	0.6

Agenda Item Summary

Ordinance # / Resolution #: SD-2023-0765 Cane Mill/Coulston

Contact Person / Sponsor: M. Blaszyk

Department: Planning

Date Requested to be on Agenda: 12/7/2023

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Application	12/4/2023	Exhibit
Preliminary Plat	12/4/2023	Exhibit
Review Comments	12/6/2023	Exhibit
Location Map	12/4/2023	Exhibit
Topo Survey	12/4/2023	Exhibit
Boundary Survey	12/4/2023	Exhibit



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721

Phone: 803.285.6005, planning@lancastercountysc.net

www.mylancastersc.org

MAJOR SUBDIVISION PRELIMINARY PLAT

WHEN TO USE THIS PROCESS:

Use the attached checklist for subdivisions that

- Create 6 or more lots for any type of development; or
- Create new streets or alleys; or
- Increase the number of lots in a major subdivision previously approved by Lancaster County

APPLICATION AND APPROVAL PROCESS

- **Sketch Plan Application:** Complete the Sketch Plan review process prior to submission of a Major Subdivision Preliminary Plat. Sketch Plans are usually a one-sheet conceptual drawing. Refer to the **Sketch Plan Checklist** for additional information.
- **Required Pre-Application Conference:** Please call to schedule a Pre-Application Conference prior to submitting a Preliminary Plat application. The conference will be used to provide an overview of applicable standards and the approval process, as well as additional feedback on your sketch.
- **Traffic Impact Analysis:** Submit a TIA to County and SCDOT for review and Approval. This process is initiated by submitting a scoping request to County and SCDOT for approval prior to TIA preparation. Please note TIAs are reviewed on behalf of the County by consulting traffic engineers. Applicants are responsible for payment of consultant's fees prior to TIA review, based on an estimate prepared by County Engineering staff.

Prepare the Preliminary Plat using the attached checklist (see below) and the current UDO available on our website. Project can be submitted online by creating an account at <https://evolvepublic.infovisionsoftware.com/lancaster/?portal=project>

SUBMIT THE FOLLOWING ITEMS FOR PLAN REVIEW:

- Application with contact and project information (see p. 2)
- Fees: After submitting documents, you will receive an email with fees due and forms of payment accepted, along with a link to online payment portal. Plans will not be routed for review until payment and hard copies are received (if needed- see below).
- Two (2) paper copies of Preliminary Plat and Supporting Data is required for all submittals over 10 pages.

Plans will be reviewed by County staff and a notice of revision, if required, will be sent to the designated contact person. Prior to the Planning Commission meeting, staff will review the plan with the Technical Review Committee. After Planning Commission approves the plat, you will receive a notification that you can print the stamped digital set from Evolve Project Portal. Upon the approval of a Preliminary Plat, detailed plans for street construction, utility line installations, and similar approvals shall be included in detailed **Civil Construction Plans**.

PROJECT INFORMATION

Project Address/Location: West Side of Cane Mill Road at Sienna Lane.
Approximately 1,400 feet south of US 521

Tax Map ID/Parcel No.: 0087-00-088.00

Project Description: Proposed subdivision: 17 single family detached homes

Applicant Name: Andy Coulston

Address: 8332 Regent Parkway, Fort Mill, SC 29715

Phone: (704) 507-2177 Email: aecoulston@gmail.com

Property Owner Name: Coulston Enterprises, Inc

Address: 8332 Regent Parkway, Fort Mill, SC 29715

Phone: (704) 507-2177 Email: aecoulston@gmail.com

Other Project Contacts

Name: Barry M. Fay, PE (American Engineering)

Address: 8008 Corporate Center Drive, Charlotte, NC 28226

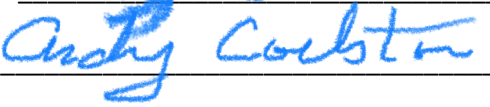
Phone: (704) 375-2438 Email: bfay@american-ea.com

Name: Earl Coulston

Address: 8332 Regent Parkway, Fort Mill, SC 29715

Phone: (704) 507-2175 Email: earl@coulstondev.com

Applicant Signature:  Date: 8/29/23

Owner Signature:  Date: 8/29/23

Owner Signature: _____ Date: _____

(For additional owners, attach copies of this page with required signatures)

PRELIMINARY PLAT CHECKLIST

The following identifies information required on Preliminary Plat drawings; however, this checklist should not be used as a substitute to reviewing the UDO.

GENERAL PROJECT INFORMATION:

Please identify the following general information on the site plan drawing either within a notes section or on the plat drawing itself, as appropriate.

1. Proposed name of project.
2. Name, mailing address, email address, and phone number of the owner and/or developer and designer of the site plan.
3. Map scale using appropriate engineer's scale, north arrow, and date.
4. Vicinity map (1" = 1 mile min. scale).
5. Total acreage to be developed.
6. Boundaries of the tract to be developed with all bearings and distances. At least two points of the survey must be tied to SC geodetic control points [See State Plane Coordinate Checklist]
7. Proposed use of all lots to be used. See "zoning considerations" section above. Be sure to designate any lots proposed to be used for uses other than single-family residential.
8. Tax map number.
9. Zoning district classification and, if applicable, overlay zone(s).
10. Land use, zoning district classification, and tax map number of adjacent properties, names of adjacent developments, and owners of adjoining parcels.
11. Total number of lots and layout of all lots, including building setback lines, scaled dimensions, area in square feet, lot numbers (if multiple lots), and utility easements with width and use.
12. Location and dimensions of all proposed buildings including number of stories and total square footage by use.
13. Building setbacks and proposed impervious surface calculation.
14. In case of re-subdivision, submit a copy of existing plat.

EXISTING CONDITIONS:

Please identify the following existing conditions on the plan drawing that may be located on the subject property or adjacent areas.

1. Topography by contours at vertical intervals of not more than five feet. All elevations shall refer to Mean Sea Level Datum (if available).
2. Show location and right-of-way of existing streets, curb cuts, and driveways within 300 feet of the site.
3. Show location and footprint of existing buildings on adjacent parcels.
4. Show location of railroads and utility lines either on or adjacent to the property to be developed. Specify whether utility lines are in easements or rights-of-way and show location of poles/towers.
5. Size and location of existing sewers, water mains, storm drains, culverts or other underground facilities within the street or within the right-of-way of streets or roads

adjoining the tract. Show ditches, swales, and drainage easements adjacent to the proposed project.

6. Location, size, and use of any existing structures on the subject property that will remain on the site
7. Location of city limit lines, if adjacent to subject property.
8. Show location of nearest hydrant. Spacing should be 500 feet single-family residential (this distance is measured in the direction of fire truck travel).
9. The Fire Department will need access to within 150 feet of all points of the building.
10. Location of land subject to flooding and nearest 100-year flood zone and elevation.
11. Location of existing or planned public parks, schools, greenways, trails, or other major public amenity located within ½ mile of the development site.

ENVIRONMENTAL CONSIDERATIONS:

ENVIRONMENTALLY SENSITIVE LANDS

1. Depict any water resources subject to the UDO Chapter 8, Natural Resources Protection, and comply with all requirements laid out in the aforementioned section.
2. Depict any prohibitive/severe steep slope areas (greater than or equal to 3H:1V) and take into account the limitations on disturbance when designing the project.
3. Depict stormwater management areas.

TREE RETENTION

1. Identify tree canopy retention areas.
2. Show trees that require protection.

LANDSCAPING

- Show landscaping for required site landscaping areas.

OPEN SPACE

1. Indicate if all or a portion of the site has been designated as an Open Space.
2. Calculate required common open space acreage.
3. Show any trails and greenways on the Lancaster County Carolina Thread Trail Master Plan that developer is required to construct.
4. Show all existing or planned public parks, schools, greenways, existing trails, or other major public amenities within ½ mile of the site, and pedestrian connections provided by the developer to those areas.

INFRASTRUCTURE CONSIDERATIONS:

GRADING, STORMWATER, AND UTILITY SYSTEM

Please identify the following proposed grading, stormwater, and utility system improvements.

1. Preliminary plan for sanitary sewers showing the location of manholes and points of discharge. Indicate direction of flow.
2. Preliminary plan for storm sewer system showing the location of outlets and direction of flow.
3. Preliminary plan of water supply system
4. All proposed easements.
5. Submit written verification to serve from all non-county utility service providers (gas, telephone, cable, and water and sewer district).
6. Proposed major contour changes in areas where substantial cut and/or fill is to be done.

Roads, Bridges, and Public Ways (UDO 6.13, pg. 21)

General design criteria are explained in two primary places in the UDO—Chapter 6 and Appendix C. Please refer to both when designing the community. The below is a brief summary of some of the “big picture” points, but those two sections in the Zoning Ordinance have many other requirements to which you will need to refer.

1. Connectivity is required within the neighborhood, and between the neighborhood and adjacent neighborhoods or other lands. Additionally, a second entrance is required for more than 100 units.
2. Traffic calming measures such as minimum street widths, short block lengths, on-street parking, controlled intersections, and roundabouts should be used per the UDO.
3. Sidewalks are required both internally, and in some cases, externally to the development and must be at least five feet wide.
4. Street trees are required to be planted in accordance with the UDO.
5. See Chapter 6: Subdivision and Infrastructure Standards and Appendix C – Manual of Specifications and Standard Details (MSSD), generally for road specifications, cross sections, and other important information. For example:
 - a. Cul-de-sacs should be avoided except as described in the UDO.
 - b. Gated communities have additional requirements as laid out in the UDO.
 - c. Curb and gutter requirements are applicable in some districts as designated in the UDO.
6. Traffic Impact Analysis, refer to Chapter 6, Subdivision and Infrastructure Standards.

LOT DESIGN

Identify a lot configuration that complies with the following standards.

1. Lot designed to comply with the UDO design requirements
 - a. Lots cannot be divided by City limit lines or zoning districts.
 - b. Through lots are prohibited.

- c. Flag lots are prohibited except where they are necessary to eliminate access onto arterial or collector roadways.
- d. Side lot lines must be at right angles to straight street lines and radial to curved sidewalk and street lines.

USE-SPECIFIC STANDARDS

The UDO has standards associated with specific uses in order to minimize negative impacts and/or to help shape the design of a specific use. Design the proposed site plan in compliance with any applicable use-specific standards.

OVERLAY DISTRICTS

If an overlay district exists, be sure to address the applicable standards for it in the site design.

- ☐ **McWhirter Field Aviation Overlay** Please refer to the UDO for allowed uses and associated development criteria.
- ☐ **Carolina Heelsplitter Overlay**
- ☐ **Carolina Thread Trail Overlay**
- ☐ **Highway Corridor Overlay**
- ☐ **Equestrian Oriented Subdivision Overlay**

PROPOSED PROJECT NAME: CAME MILL ROAD
OWNER/ DEVELOPER INFO: COULSTON ENTERPRISES, INC
8332 REGENT PARKWAY
FORT MILL, SC 29715
earl@coulstondev.com
704-507-2175

DESIGNER INFO: BARRY M. FAY, PE
AMERICAN ENGINEERING
8008 CORPORATE CENTER DRIVE, SUITE 110
CHARLOTTE, NC 28226
bfay@american-ea.com
704-375-2438

PARCEL ID #: 0087-00-088-00
ZONING DISTRICT: MDR (MEDIUM DENSITY RESIDENTIAL)
DENSITY: 1.67 DUA
NUMBER OF LOTS: 17
NUMBER OF STORIES: 2 MAX.
BUILDING SETBACKS:
FRONT: 30'
SIDE: 10' (INTERIOR)
15' (STREET)
REAR: 25'

OVERALL PROPERTY AREA: — 10.180 AC
EXISTING R/W AREA: — 0.326 AC (CATTAIL ROAD)
NET PROPERTY AREA: — 9.854 AC
MIN. REQ'D OPEN SPACE: — 1.971 AC (20% MIN.)
MIN. REQ'D PARK SPACE: — 0.493 AC (5% MIN.)

TOTAL LOT AREA: _____ 4.716 AC
TOTAL R/W AREA: _____ 2.181 AC
BMP TRACT: _____ 0.396 AC
TOTAL OPEN SPACE AREA: _____ 2.887 AC
PRIVATE PARK TRACT: _____ 0.500 AC
PASSIVE OPEN SPACE: _____ 2.387 AC

INTERNAL CONNECTIVITY: — 3.0 (SEGMENTS / NODES)
SEGMENTS: — 3
NODES: — 1

TOTAL IMPERVIOUS AREA: — 2.68 AC (27.2%)
ROADS : — 1.35 AC
LOTS : — 1.33 AC

ROADWAY LENGTHS:
 SIENNA LANE: _____ 1,430 LF
 BEXLEY LANE: _____ 167 LF

SDE	STORM DRAINAGE EASEMENT
FM	SEWER FORCE MAIN
WM	WATER MAIN
R/W	RIGHT-OF-WAY
FH	FIRE HYDRANT
GV	GATE VALVE
	EX. GRAVITY SEWER MAIN & MANHOLE
	EX. SEWER FORCE MAIN
	EX. WATER MAIN
	EX. FIRE HYDRANT
	EX. OVERHEAD ELECTRIC & POLE
	ROADWAY CENTER LINE
	WATER MAIN
	FIRE HYDRANT
	GRAVITY SEWER MAIN & MANHOLE
	STORM DRAIN PIPE & CATCH BASIN (INLET)
	WALKING TRAIL
	FEMA FLOOD LIMITS
	EDGE OF WATER
	STREAM BUFFER
	WETLAND AREAS
	CONCRETE
	ASPHALT PAVEMENT
	OPEN SPACE AREAS
	PRIVATE PARK PARCEL
	BMP - WET POND PARCEL
	SINGLE FAMILY LOT
	PRIVATE RIGHT-OF-WAY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N68°56'50"W	95.88
L2	N63°23'09"W	44.06
L3	N58°52'57"W	68.17
L4	N58°08'59"W	52.87
L5	N60°54'23"W	43.71
L6	S07°19'25"E	7.07
L7	S04°25'53"E	29.41
L8	S00°34'01"E	54.13
L9	S02°39'56"W	54.46
L10	S07°06'26"W	41.65
L11	S32°21'21"W	28.40
L12	S28°31'18"W	47.21
L13	S24°17'13"W	47.44
L14	S19°44'48"W	8.06
L15	S08°31'56"W	115.24
L16	S08°53'54"W	43.59
L17	S73°43'48"W	27.09

CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	117.54	88.74	N84°38'30"W	86.65
C2	30.00	49.77	N15°22'21"W	44.26
C3	30.00	49.31	N70°00'15"E	43.94
C4	182.98	58.03	S71°59'28"E	57.79

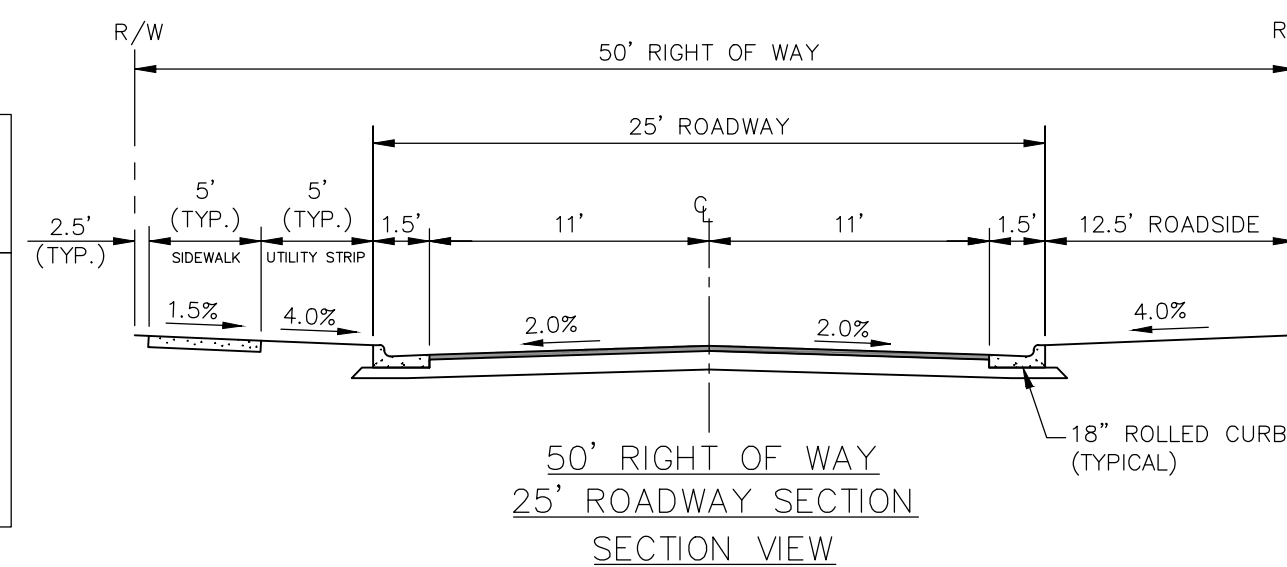
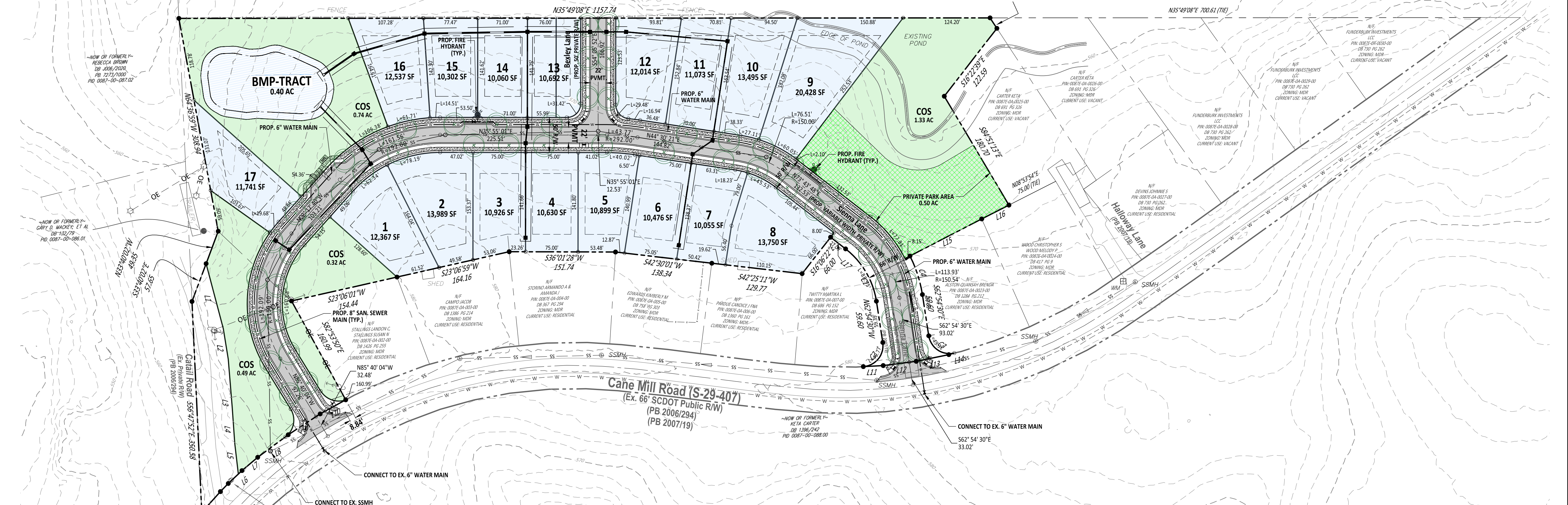
<u>PAVEMENT DESIGN</u> 1.5" TYPE C SURFACE COURSE 1.5" TYPE C INTERMEDIATE COURSE 8.0" A.B.C.
<u>NOTES:</u> 1. NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING 2. PAVEMENT DESIGN SHALL BE THE GREATER AS SHOWN OR AS DETERMINED BY A CBR ANALYSIS.

A map of the study area showing the location of the site. The map includes the following features:

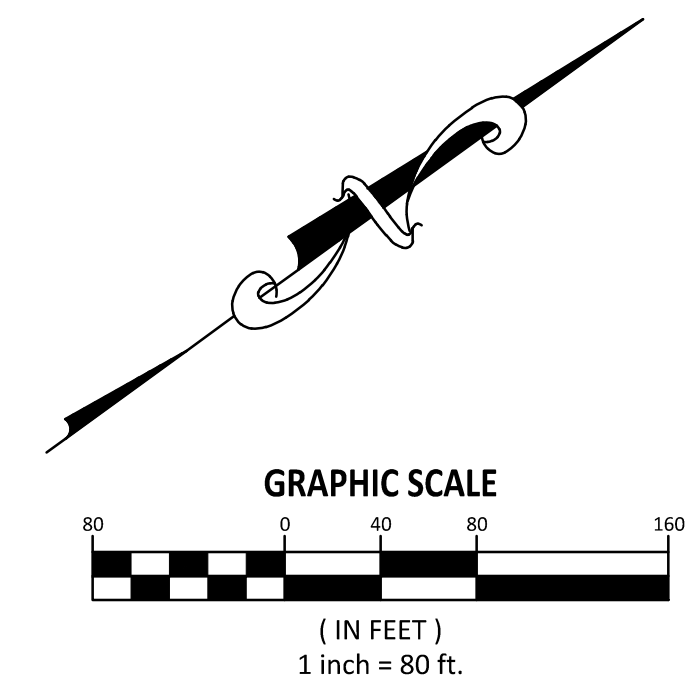
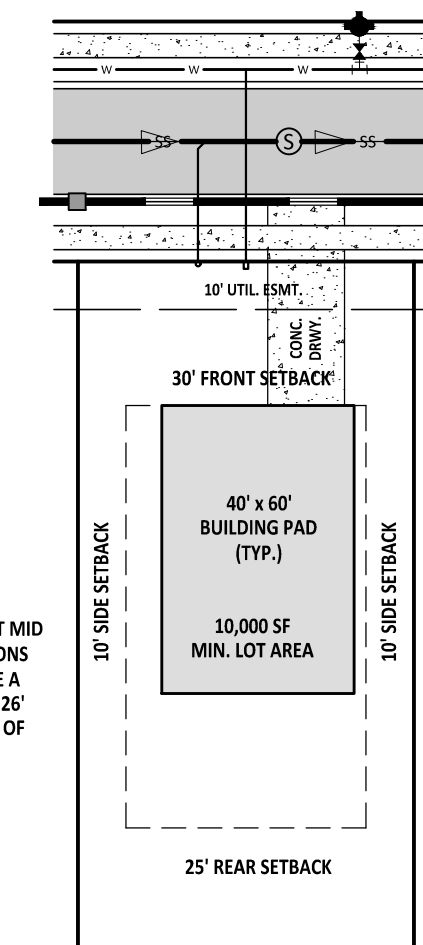
- US-521:** A major road running diagonally from the top left to the bottom right.
- Kendall-Gardner Hwy:** A road branching off US-521 towards the top left.
- US-521 (Bypass):** A road branching off US-521 towards the top left, parallel to the main road.
- Tram Road:** A road running horizontally across the bottom of the map.
- Proctor Drive:** A road running vertically on the left side of the map.
- Site:** A shaded rectangular area located between US-521 and Proctor Drive, with an arrow pointing to it from the word "SITE".
- Other Roads:** Several smaller roads and paths are shown, including one labeled "Road" near the site and another labeled "Cane" further south.
- North Arrow:** A decorative arrow pointing upwards, located on the right side of the map.

Location Map

SCALE: 1" = 2000'

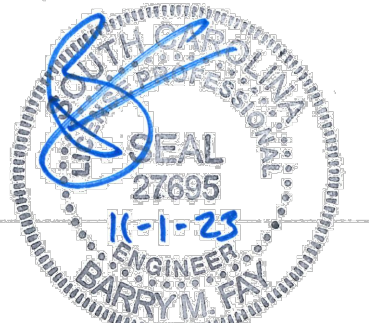


TYPICAL LOT DIMENSIONS



AMERICAN
Engineering

American Engineering Associates - Southeast, P.A.
8008 Corporate Center Drive, Suite 110
Charlotte, NC 28226
704-375-2438



NOT FOR CONSTRUCTION

[illegible]

DISCLOSURE FOR REUSE

THIS DRAWING WAS PREPARED FOR USE
ON THE SPECIFIC SITE, NAMED HEREON,
TEMPORARILY AND WITH ITS ISSUE
DATE AS LISTED, HEREON, AND IT IS NOT
INTENDED FOR USE ON A DIFFERENT
PROJECT SITE OR AT A LATER TIME.
USE OF THIS DRAWING FOR REFERENCE OR
REUSE ON ANOTHER PROJECT REQUIRES
THE SERVICES OF PROPERLY LICENSED
ARCHITECTS AND ENGINEERS. REPRODUCTION
OF THIS DRAWING FOR REUSE ON
ANOTHER PROJECT IS NOT AUTHORIZED
AND MAY BE CONTRARY TO THE LAW.

BOONE VILLAGE
SUBDIVISION
CANE MILL ROAD
LANCASTER COUNTY, SC

DB NUMBER:	C230016
DRAWN BY:	BMF
DATE:	11/2/2023

SHEET TITLE:

**PRELIMINARY
PLAT**

SHEET NO.: **C-100**



Lancaster County
Planning Department
P. O. Box 1809
Lancaster, SC 29721
803.285.6005
planning@lancastercountysc.net

December 05, 2023

Andy Coulston
Coulston Enterprise
5139 Pageland Highway
Lancaster, SC 29720

Project Number	20230765
Project Name	Cane Mill Road Subdivision
Location	0087-00-088.00
Stage	Preliminary Plat
Parcel(s)	0087-00-088.00
Status	Not Approved

Dear: Andy Coulston

We have completed our review of the plan identified above. The comments listed on the attached report must be addressed and revised plans submitted with a response letter.

If the attached comments require changes to the plans, please submit the requisite number of sets, along with a pdf of the plan set on a CD, to the Lancaster County Planning Department.

Once revised plans are received, they will be submitted to staff for review.

Please be aware that plans will not be routed for review without a response letter

Sincerely,

A handwritten signature in black ink that reads "Chanda Kirkland".

Chanda Kirkland, Development Service Coordinator
Lancaster County Government
101 N Main St
Lancaster, SC 29720
P: (803) 416-9390

Plan Review Comments

County Engineer - Stephen Blackwelder - 8035482406
sblackwelder@lancastersc.net

Conditional

Review Comments:

General Comments:

1. Most of our comments and questions will be at the Construction Document review of the civil plans. Below are some general observations from the sketch plan submitted.
2. This project is within the SCDHEC storm sewer permitting area of Lancaster County.
 - a. Please coordinate with DHEC concerning Sediment and Erosion Control approval and provide a copy of approval prior to grading activities.
3. Permits from the Army Corp of Engineers (USACE 404/DHEC 401) will be necessary for any stream impacts, crossings and/or filling in the stream buffer areas and/or wetlands for this project.
4. Delineation of wetlands and stream analysis will need to be conducted and provided for our records. After the fact USACE 404 and SCDHEC 401 permits may be required for jurisdictional wetlands and/or Waters of the State impacts associated with recent site activities.
 - i. Appropriate stream buffers will need to be established and protected based on those findings.
 - ii. Evaluation of sediment buildup in the streams will need to be done. Based on those findings, mitigation of stream sediment may be required before this project can move forward to construction.
5. BMP ponds will be needed and cannot be included in the open space area calculations.
 - a. There are no contours provided on this sketch plan, but looking at county GIS data the contours indicate major topographic challenges. Careful engineering and construction practices will need to be employed to limit off-site impacts and to fully meet SCDHEC requirements.
 - b. All BMP ponds will need a 20-foot access easement and a gravel road at least 10' wide from a paved roadway. This access can be at a slope not greater than 4(H) to 1(V) for maintenance equipment to get to the pond.
6. Encroachment permit through SCDOT will need to be obtained.
 - a. Entrance(s) will need to meet SCDOT requirements for sight distance and separation from other roads/drives.
7. A Traffic Impact Analysis (TIA) is not required for this project as it is proposed. 45 or more SF Lots or 50 cumulative peak hour trips are the trigger points for TIA's. If the project scope changes significantly and these criteria are met, a TIA may be required.

E911 Address - Sandra Burton - (803) 416-9325
sburton@lanc911.com

Approved

Review Comments:

Boone Village is an approved subdivision name. Please note that once Civil Plans are approved, subdivision name cannot be changed.

Sienna Lane is approved and already on the map.

Please submit road names for the connector road between Lots 12 and 13, send to addresser@lanc911.com. Names are vetted to ensure no duplication, either in spelling or phonetics, with any other road name in Lancaster Co. or surrounding Counties.

During Civil Phase, please send a CAD file of lots and roads, in a 2010 version, to addresser@lanc911.com.

Addresses will be issued upon approval of Civil Plans.

Address points must be on all Final Plats submitted for recording.

Fire Marshal - John Magette - 8032838888
jmagette@lancastersc.net

Approved

Review Comments:

LC Water & Sewer District - Erin Evans - 8032856919
eevans@lcwasd.org

No Review Done

Review Comments:

LCWSD is a separate entity from the County. We have our own submittal requirements. Please check our website, www.lcwasd.org, under the Developers tab for our policies and procedures.

The developer must submit 2 sets of hard copy water and sewer plans directly to LCWSD, adhering to the LCWSD Water & Wastewater Extension Policy.

Planning - Matthew Blaszyk - 803-285-6005
mblaszyk@lancastersc.net

Conditional

Review Comments:

- The surveys and topography information provided do not align with the most recent preliminary plat design.
- Submit written verification to serve from all non-county utility service providers (gas, telephone, cable, and water and sewer district).
- Show landscaping for required site landscaping areas. UDO section 7.1.3 requires- 1 Canopy Tree for every 40 feet of street frontage. Spacing: Maximum of 50 feet on-center. Location: In Planting Strip (5-foot minimum width)*
 - o * Understory Trees may be substituted for Canopy Trees in existing development with planting strips less than 5 feet wide or tree wells less than 25 square feet.
 - o It seems that this landscaping is included on the submittal but it is difficult to interpret with almost all of the sites information includes on one page. Please include the landscaping plan on a separate page.

LC School District - David Small - (803) 286-6972
David.Small@lcsd.k12.sc.us

No Review Done

Review Comments:

The school district did not input any comments. -Chanda

SCDOT - David Gamble - (803) 385-4280
GambleDD@scdot.org

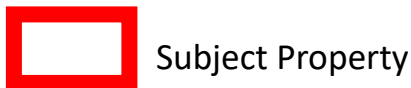
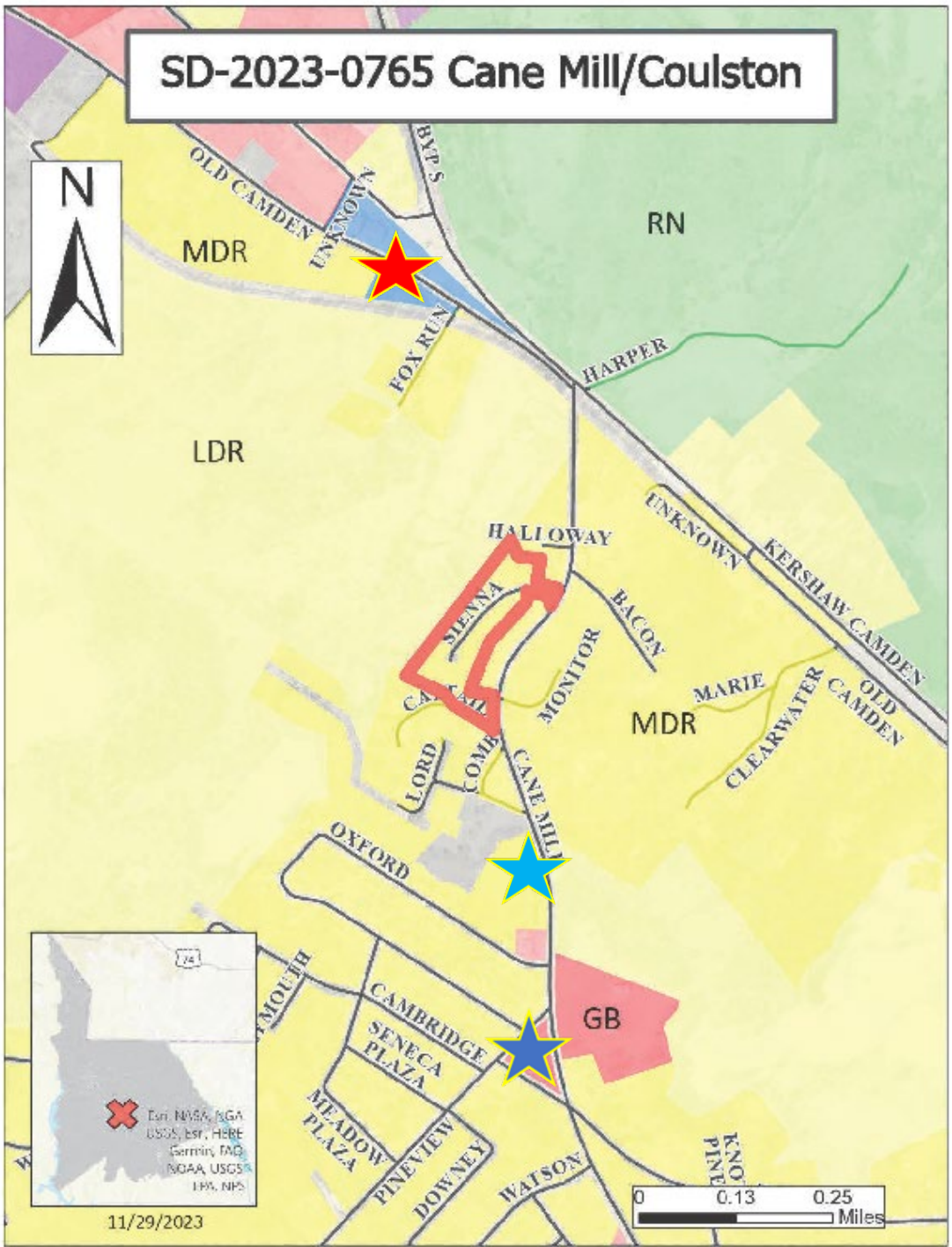
Not Approved

Review Comments:

The newly added second connection does not meet separation standards from Cattail Road. Minimum separation on a 45 MPH Roadway with an ADT over 2,000 is 325'.

Northern access must be upgraded to meet SCDOT standards. 30' width, 30' radii and full depth asphalt, it can begin to taper down after leaving the ROW.

A full review for compliance with the SCDOT ARMS manual will be conducted when the SCDOT permit is applied for.



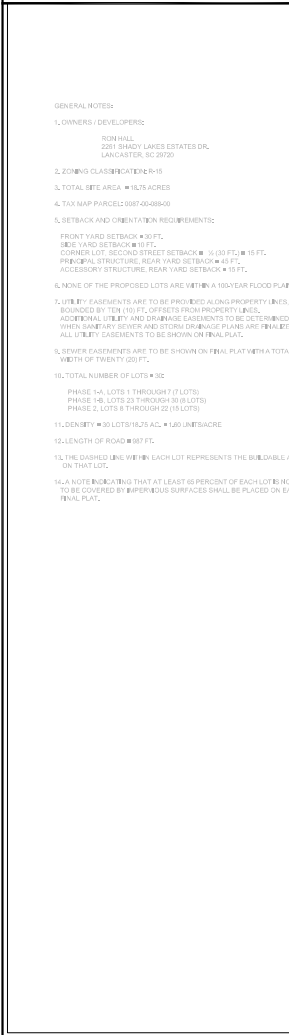
Proposal:
Preliminary Plat: 17 lots
Carolina Christian Academy



Smokerise In-and-Out



Cane Mill Apts



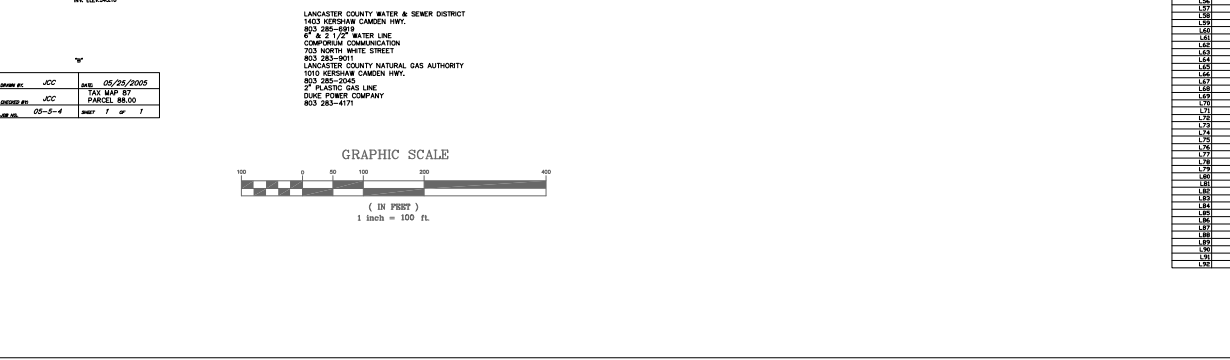
Topographic map showing a pond area with various lots and elevations. The map includes contour lines, a tree line, and a shaded portion representing a pond. A north arrow is in the top left, and a graphic scale is in the bottom right.

LOT ELEVATIONS:

- Lot 6: 12,324' AS L, 6,200' AS R
- Lot 7: 12,324' AS L, 6,200' AS R
- Lot 8: 15,817' AS L, 1,338' AS R
- Lot 19: 10,000' AS L, 10,000' AS R
- Lot 20: 10,000' AS L, 10,000' AS R
- Lot 21: 10,000' AS L, 10,000' AS R
- Lot 22: 10,000' AS L, 10,000' AS R
- Lot 23: 20,200' AS L, 6,400' AS R
- Lot 24: 20,200' AS L, 6,400' AS R
- Lot 25: 20,200' AS L, 6,400' AS R
- Lot 26: 20,200' AS L, 6,400' AS R
- Lot 27: 20,200' AS L, 6,400' AS R
- Lot 28: 20,200' AS L, 6,400' AS R
- Lot 29: 20,200' AS L, 6,400' AS R

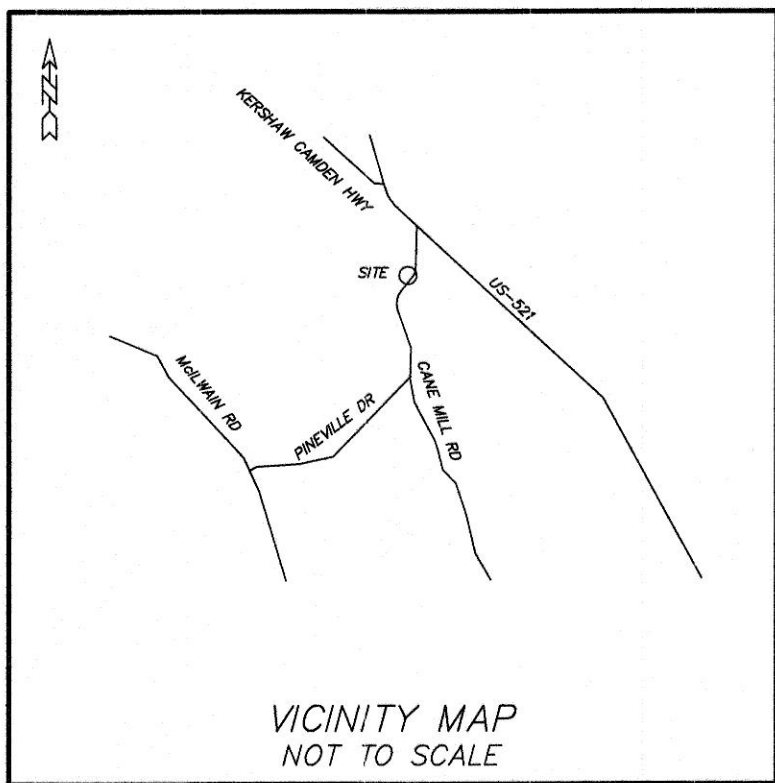
Other Features:

- EDGE OF WATER
- TREE LINE
- SHADED PORTION REPRESENTS TO BE PLACED ON LOT 25 LOT 26
- GRAPHIC SCALE: 1 inch = 40' AS



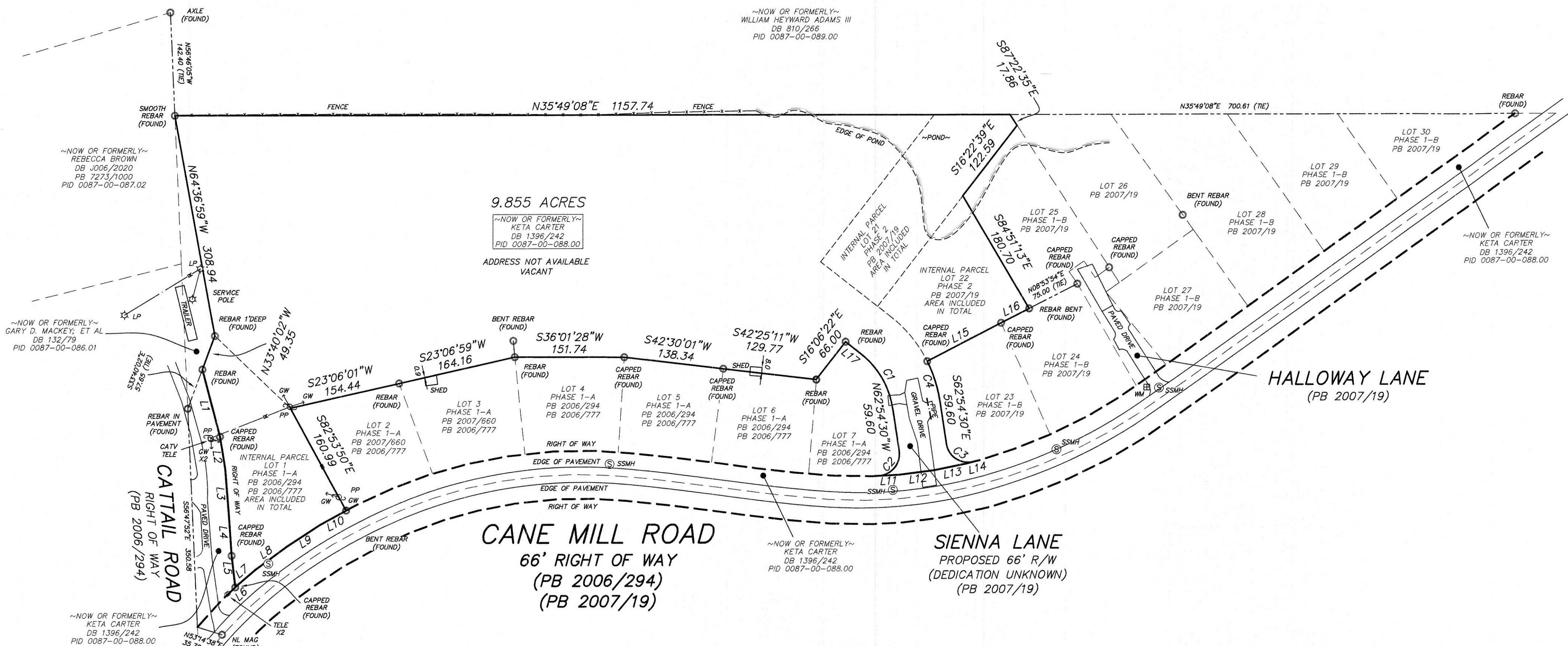
Survey By: J. C. Cr
S.C. Reg
207 Ch
Lancaste
1-803-

[illegible]



LEGEND:

EP = EXISTING IRON PIN
OP = OLD IRON PIPE
SP = SET IRON PIN
R/W = RIGHT OF WAY
AC = AIR CONDITIONING UNIT
PWR = POWER PAD
PM = POWER METER
PP = POWER POLE
QM = GAS METER
TELE = TELEPHONE PEDESTAL
CATV = CABLE TELEVISION
FOB = FIBER OPTIC BOX
TSB = TRAFFIC SIGNAL BOX
WM = WATER METER
FES = FLARED END SECTION
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
PVC = POLYVINYL CHLORIDE PIPE
DU = DESTINATION UNKNOWN
SDE = STORM DRAINAGE EASEMENT
SDMH = STORM DRAIN MANHOLE
CB = CATCH BASIN
DI = DROP INLET
SSE = SANITARY SEWER EASEMENT
SSMH = SANITARY SEWER MANHOLE
CO = SEWER CLEAN OUT
BC = BACK OF CURB
(T) = TOTAL DISTANCE
P.O.B. = POINT OF BEGINNING

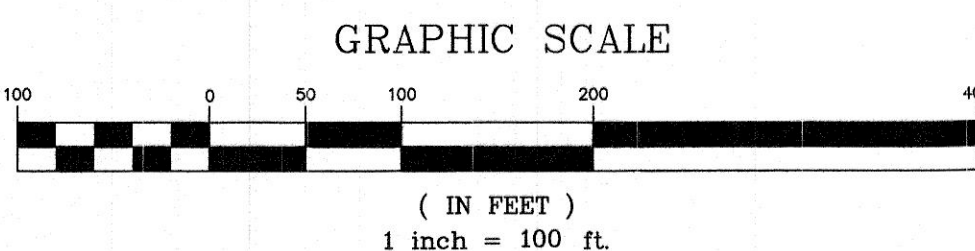


NOTES:

- IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- PROPERTY ZONED: MDR
MINIMUM SETBACK: 30'
MINIMUM SIDE YARD: 10'
MINIMUM REAR YARD: 25'
(SETBACKS & ZONING MATTERS ARE SUBJECT TO INTERPRETATION BY LOCAL MUNICIPALITIES)
- TAX PARCEL NUMBER 0087-00-088.00.
- DEED REFERENCE: DB 1396 PG 242.
- BOUNDARY SURVEY ONLY THROUGH POINTS AS SHOWN.
- THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 45057C02650, WITH A DATE OF IDENTIFICATION OF 06/16/2011.
- THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, SETBACKS AND BUFFERS INCLUDING THOSE WITHIN THE APPLICABLE UNIFIED DEVELOPMENT ORDINANCE (UDO), RIGHTS-OF-WAY, IMPERVIOUS AREAS & BUILT UPON AREA (BUA) RESTRICTIONS, AND/OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN. SURVEY MADE WITHOUT THE BENEFIT OF A TITLE EXAMINATION.
- AREA COMPUTED BY COORDINATE METHOD.
- NO NGS MONUMENT FOUND WITHIN 2000'.
- UTILITY LOCATIONS SHOWN ARE LOCATED BASED ON SITE CONDITIONS AND MARKINGS AT THE TIME OF SURVEY. CONTRACTORS ARE TO HAVE ALL UTILITIES ACCURATELY MARKED PRIOR TO CONSTRUCTION.
- ANY CONSTRUCTION OR USE WITHIN ANY DELINEATED FLOOD AREA IS SUBJECT TO THE RESTRICTIONS IMPOSED BY ANY APPLICABLE ORDINANCES OR REGULATIONS.
- OFFSITE ADJOINER LINES AND RIGHT-OF-WAY LINES SHOWN AS DASHED ARE APPROXIMATE AND ARE FOR ILLUSTRATIVE PURPOSES ONLY.
- LINES SHOWN REPRESENTING FENCES AND WALLS ARE MEASURED FROM THE APPROXIMATE CENTERLINE AND DO NOT ACCOUNT FOR THE THICKNESS, PLUMBNESS OR MEANDER OF THE FENCE UNLESS OTHERWISE STATED.
- DISTANCES SHOWN ARE GROUND U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
- NO NEW LOTS OR PROPERTY LINES ESTABLISHED.
- LOT 1, PHASE 1-A AS RECORDED IN PLAT BOOK 2006, PAGE 777 MAY BE SUBJECT TO DEED BOOK 361, PAGE 332.

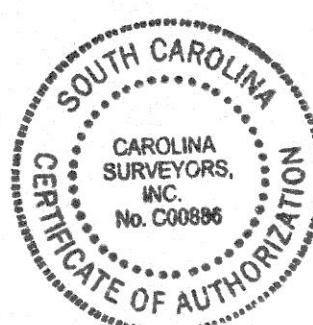
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C3	30.00	49.31	N70°00'15"E	43.94
C4	182.88	58.03	S71°59'28"E	57.79



I HEREBY CERTIFY 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.

WITNESS MY HAND AND SEAL THIS 10 DAY OF JULY 2023
THOMAS E. WHITE
NO. 27745



CAROLINA SURVEYORS, INC.

P.O. BOX 267 PINEVILLE, N.C. 28134 - 0267
THOMAS.E.WHITE@CAROLINASURVEYORS.COM
CERTIFICATE OF AUTHORIZATION NC-C-1242 SC-886

CANE MILL ROAD

SURVEYED FOR: Coulston Enterprises, Inc
AREA: 9.855 ACRES
LANCASTER COUNTY, SOUTH CAROLINA

SYMBOL LEGEND

- SET MONUMENT (TYPE INDICATED)
- EXISTING MONUMENT (TYPE INDICATED)
- CALCULATED POINT
- GAS VALVE
- WATER VALVE
- MAIL BOX
- WATER METER
- WELL
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- TELEPHONE/COMMUNICATIONS MANHOLE
- ELECTRIC MANHOLE
- DECIDUOUS TREE
- EVERGREEN TREE
- LIGHT POLE
- POWER/UTILITY POLE
- BACK FLOW PREVENTOR
- GUY WIRE
- CATCH BASIN
- DROP INLET
- YARD INLET

LINE TYPE LEGEND

- BOUNDARY LINE
- TIE LINE
- RIGHT OF WAY
- APPROXIMATE RIGHT OF WAY (NOT SURVEYED)
- ADJOINER LINE (NOT SURVEYED)
- FENCE
- STORM DRAIN PIPE
- OVERHEAD ELECTRIC
- SANITARY SEWER PIPE

Agenda Item Summary

Ordinance # / Resolution #: SD-2023-1409 The Pinnacle at Sunset Point (Edgewater)

Contact Person / Sponsor: A. Hardin

Department: Planning

Date Requested to be on Agenda: 12/7/2023

Points to Consider:

Review comments will not be available until 12/8/2023.

ATTACHMENTS:

Description	Upload Date	Type
Application	12/4/2023	Exhibit
Preliminary Plat	12/4/2023	Exhibit
Location Map	12/4/2023	Exhibit



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721

Phone: 803.285.6005, planning@lancastercountysc.net

www.mylancastersc.org

MAJOR SUBDIVISION PRELIMINARY PLAT

WHEN TO USE THIS PROCESS:

Use the attached checklist for subdivisions that

- Create 6 or more lots for any type of development; or
- Create new streets or alleys; or
- Increase the number of lots in a major subdivision previously approved by Lancaster County

APPLICATION AND APPROVAL PROCESS

- **Sketch Plan Application:** Complete the Sketch Plan review process prior to submission of a Major Subdivision Preliminary Plat. Sketch Plans are usually a one-sheet conceptual drawing. Refer to the **Sketch Plan Checklist** for additional information.
- **Required Pre-Application Conference:** Please call to schedule a Pre-Application Conference prior to submitting a Preliminary Plat application. The conference will be used to provide an overview of applicable standards and the approval process, as well as additional feedback on your sketch.
- **Traffic Impact Analysis:** Submit a TIA to County and SCDOT for review and Approval. This process is initiated by submitting a scoping request to County and SCDOT for approval prior to TIA preparation. Please note TIAs are reviewed on behalf of the County by consulting traffic engineers. Applicants are responsible for payment of consultant's fees prior to TIA review, based on an estimate prepared by County Engineering staff.

Prepare the Preliminary Plat using the attached checklist (see below) and the current UDO available on our website. Project can be submitted online by creating an account at <https://evolvepublic.infovisionsoftware.com/lancaster/?portal=project>

SUBMIT THE FOLLOWING ITEMS FOR PLAN REVIEW:

- Application with contact and project information (see p. 2)
- Fees: After submitting documents, you will receive an email with fees due and forms of payment accepted, along with a link to online payment portal. Plans will not be routed for review until payment and hard copies are received (if needed- see below).
- Two (2) paper copies of Preliminary Plat and Supporting Data is required for all submittals over 10 pages.

Plans will be reviewed by County staff and a notice of revision, if required, will be sent to the designated contact person. Prior to the Planning Commission meeting, staff will review the plan with the Technical Review Committee. After Planning Commission approves the plat, you will receive a notification that you can print the stamped digital set from Evolve Project Portal. Upon the approval of a Preliminary Plat, detailed plans for street construction, utility line installations, and similar approvals shall be included in detailed **Civil Construction Plans**.

PROJECT INFORMATION

Project Address/Location: Located south of intersection of Bethel Boat Landing Road and Catawba Ridge Boulevard

Tax Map ID/Parcel No.: 0104-00-022.01

Project Description: Proposing 19 single family lots

Applicant Name: True Homes, LLC

Address: 2649 Brekenridge Centre Dr, Suite 104, Monroe, NC 28110

Phone: 908-269-6609 Email: kfenn@truehomesusa.com

Property Owner Name: True Homes, LLC

Address: 2649 Brekenridge Centre Dr, Suite 104, Monroe, NC 28110

Phone: 908-269-6609 Email: kfenn@truehomesusa.com

Other Project Contacts

Name: Daniel Gates

Address: 1186 Stonecrest Blvd, Tega Cay, SC 29708

Phone: 803-802-1799 Email: dgates@rjoeharris.com

Name: Kristin Holcombe

Address: 1186 Stonecrest Blvd, Tega Cay, SC 29708

Phone: 803-802-1799 Email: kholcombe@rjoeharris.com

Applicant Signature:  Date: 10/25/2023
Owner Signature:  Date: 10/25/2023
Owner Signature: _____ Date: _____

(For additional owners, attach copies of this page with required signatures)

PRELIMINARY PLAT CHECKLIST

The following identifies information required on Preliminary Plat drawings; however, this checklist should not be used as a substitute to reviewing the UDO.

GENERAL PROJECT INFORMATION:

Please identify the following general information on the site plan drawing either within a notes section or on the plat drawing itself, as appropriate.

1. Proposed name of project.
2. Name, mailing address, email address, and phone number of the owner and/or developer and designer of the site plan.
3. Map scale using appropriate engineer's scale, north arrow, and date.
4. Vicinity map (1" = 1 mile min. scale).
5. Total acreage to be developed.
6. Boundaries of the tract to be developed with all bearings and distances. At least two points of the survey must be tied to SC geodetic control points [See State Plane Coordinate Checklist]
7. Proposed use of all lots to be used. See "zoning considerations" section above. Be sure to designate any lots proposed to be used for uses other than single-family residential.
8. Tax map number.
9. Zoning district classification and, if applicable, overlay zone(s).
10. Land use, zoning district classification, and tax map number of adjacent properties, names of adjacent developments, and owners of adjoining parcels.
11. Total number of lots and layout of all lots, including building setback lines, scaled dimensions, area in square feet, lot numbers (if multiple lots), and utility easements with width and use.
12. Location and dimensions of all proposed buildings including number of stories and total square footage by use.
13. Building setbacks and proposed impervious surface calculation.
14. In case of re-subdivision, submit a copy of existing plat.

EXISTING CONDITIONS:

Please identify the following existing conditions on the plan drawing that may be located on the subject property or adjacent areas.

1. Topography by contours at vertical intervals of not more than five feet. All elevations shall refer to Mean Sea Level Datum (if available).
2. Show location and right-of-way of existing streets, curb cuts, and driveways within 300 feet of the site.
3. Show location and footprint of existing buildings on adjacent parcels.
4. Show location of railroads and utility lines either on or adjacent to the property to be developed. Specify whether utility lines are in easements or rights-of-way and show location of poles/towers.
5. Size and location of existing sewers, water mains, storm drains, culverts or other underground facilities within the street or within the right-of-way of streets or roads

adjoining the tract. Show ditches, swales, and drainage easements adjacent to the proposed project.

6. Location, size, and use of any existing structures on the subject property that will remain on the site
7. Location of city limit lines, if adjacent to subject property.
8. Show location of nearest hydrant. Spacing should be 500 feet single-family residential (this distance is measured in the direction of fire truck travel).
9. The Fire Department will need access to within 150 feet of all points of the building.
10. Location of land subject to flooding and nearest 100-year flood zone and elevation.
11. Location of existing or planned public parks, schools, greenways, trails, or other major public amenity located within ½ mile of the development site.

ENVIRONMENTAL CONSIDERATIONS:

ENVIRONMENTALLY SENSITIVE LANDS

1. Depict any water resources subject to the UDO Chapter 8, Natural Resources Protection, and comply with all requirements laid out in the aforementioned section.
2. Depict any prohibitive/severe steep slope areas (greater than or equal to 3H:1V) and take into account the limitations on disturbance when designing the project.
3. Depict stormwater management areas.

TREE RETENTION

1. Identify tree canopy retention areas.
2. Show trees that require protection.

LANDSCAPING

- Show landscaping for required site landscaping areas.

OPEN SPACE

1. Indicate if all or a portion of the site has been designated as an Open Space.
2. Calculate required common open space acreage.
3. Show any trails and greenways on the Lancaster County Carolina Thread Trail Master Plan that developer is required to construct.
4. Show all existing or planned public parks, schools, greenways, existing trails, or other major public amenities within ½ mile of the site, and pedestrian connections provided by the developer to those areas.

INFRASTRUCTURE CONSIDERATIONS:

GRADING, STORMWATER, AND UTILITY SYSTEM

Please identify the following proposed grading, stormwater, and utility system improvements.

1. Preliminary plan for sanitary sewers showing the location of manholes and points of discharge. Indicate direction of flow.
2. Preliminary plan for storm sewer system showing the location of outlets and direction of flow.
3. Preliminary plan of water supply system
4. All proposed easements.
5. Submit written verification to serve from all non-county utility service providers (gas, telephone, cable, and water and sewer district).
6. Proposed major contour changes in areas where substantial cut and/or fill is to be done.

Roads, Bridges, and Public Ways (UDO 6.13, pg. 21)

General design criteria are explained in two primary places in the UDO—Chapter 6 and Appendix C. Please refer to both when designing the community. The below is a brief summary of some of the “big picture” points, but those two sections in the Zoning Ordinance have many other requirements to which you will need to refer.

1. Connectivity is required within the neighborhood, and between the neighborhood and adjacent neighborhoods or other lands. Additionally, a second entrance is required for more than 100 units.
2. Traffic calming measures such as minimum street widths, short block lengths, on-street parking, controlled intersections, and roundabouts should be used per the UDO.
3. Sidewalks are required both internally, and in some cases, externally to the development and must be at least five feet wide.
4. Street trees are required to be planted in accordance with the UDO.
5. See Chapter 6: Subdivision and Infrastructure Standards and Appendix C – Manual of Specifications and Standard Details (MSSD), generally for road specifications, cross sections, and other important information. For example:
 - a. Cul-de-sacs should be avoided except as described in the UDO.
 - b. Gated communities have additional requirements as laid out in the UDO.
 - c. Curb and gutter requirements are applicable in some districts as designated in the UDO.
6. Traffic Impact Analysis, refer to Chapter 6, Subdivision and Infrastructure Standards.

LOT DESIGN

Identify a lot configuration that complies with the following standards.

1. Lot designed to comply with the UDO design requirements
 - a. Lots cannot be divided by City limit lines or zoning districts.
 - b. Through lots are prohibited.

- c. Flag lots are prohibited except where they are necessary to eliminate access onto arterial or collector roadways.
- d. Side lot lines must be at right angles to straight street lines and radial to curved sidewalk and street lines.

USE-SPECIFIC STANDARDS

The UDO has standards associated with specific uses in order to minimize negative impacts and/or to help shape the design of a specific use. Design the proposed site plan in compliance with any applicable use-specific standards.

OVERLAY DISTRICTS

If an overlay district exists, be sure to address the applicable standards for it in the site design.

- ☐ **McWhirter Field Aviation Overlay** Please refer to the UDO for allowed uses and associated development criteria.
- ☐ **Carolina Heelsplitter Overlay**
- ☐ **Carolina Thread Trail Overlay**
- ☐ **Highway Corridor Overlay**
- ☐ **Equestrian Oriented Subdivision Overlay**

SUNSET POINTE - PRELIMINARY PLAT

LANCASTER COUNTY, SOUTH CAROLINA

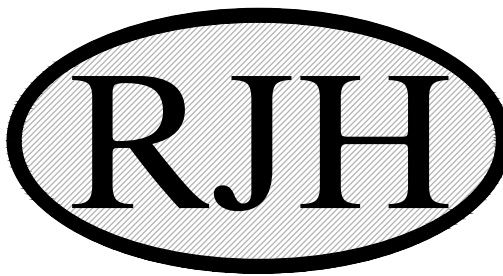
PREPARED FOR :

True Homes, LLC

2649 Brekenridge Centre Dr., St. 104
Monroe, North Carolina 28110
Phone: (908) 269-6609

October 25, 2023

PREPARED BY:



R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning
Management
1186 Stonecrest Blvd., Tega Cay, SC 29708 Phone: (803) 802-1799

Sheet List Table	
Sheet Number	Sheet Title
C0.00	Cover
C0.01	Existing Conditions
C0.02	Existing Slope Analysis
C1.00	Site Plan
C3.00	Grading and Storm Drainage
C4.00	Utility Plan
C5.00	Landscape Plan

DATE	ISSUED FOR	REV
10/25/2023	First Submittal to Lancaster County	0



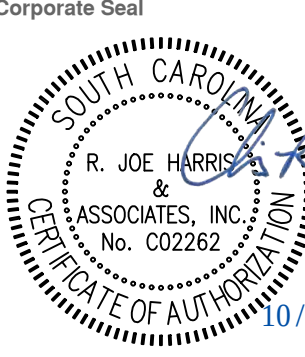
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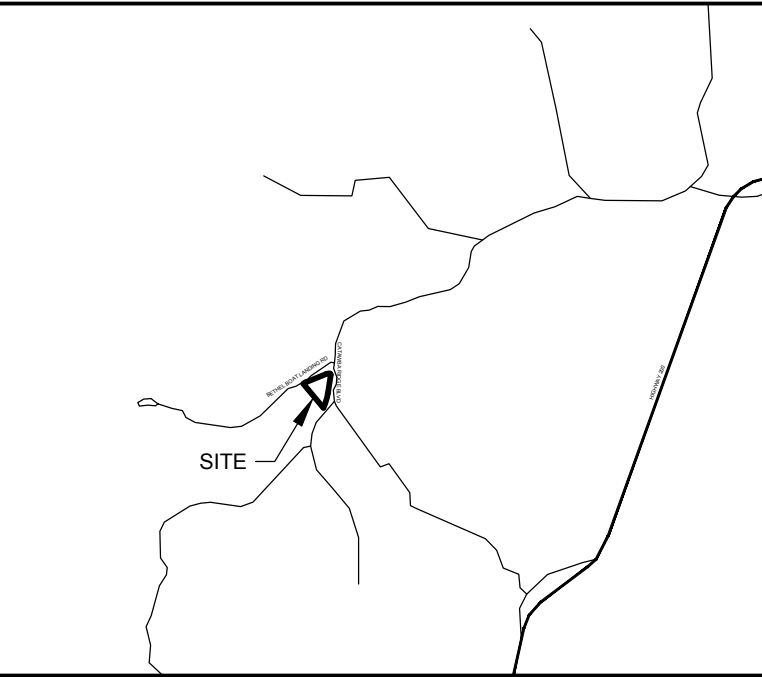
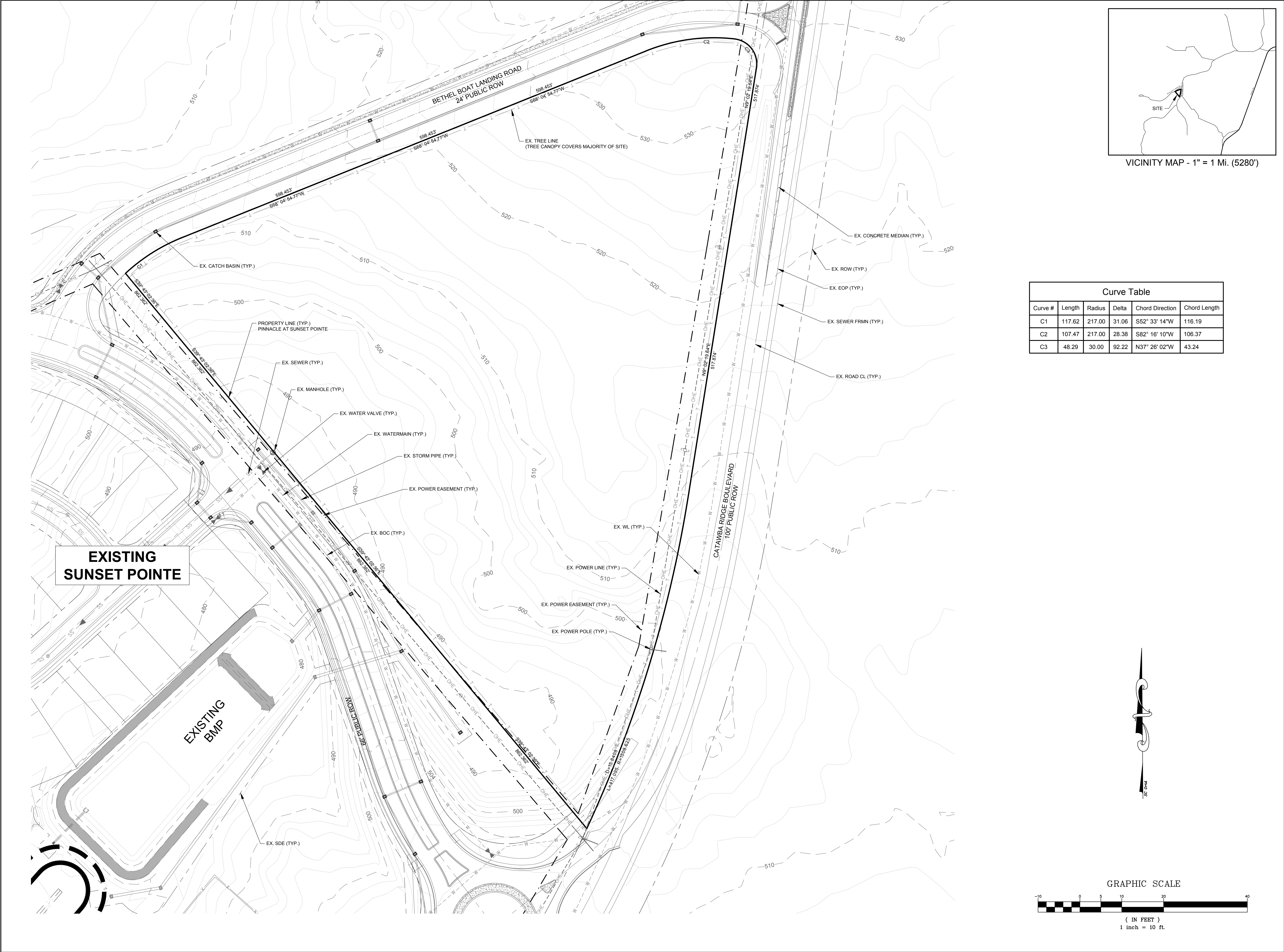
R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning
Management
1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoe-harris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal	Engineer's Seal
	

Project Manager	Drawn
D. Gates	K. Holcombe
Department Manager	Checked
B. Pridemore	D. Gates
Print/Plot Date	
October 25, 2023	
Asbuilt Drawn	Asbuilt Date
-	-
Client	
True Homes, LLC 2649 BREKENRIDGE CENTRE DR., ST. 104 MONROE, NORTH CAROLINA 28110 P: (908) 269-6609	
Project:	
Sunset Pointe - Preliminary Plat	
Drawing Title:	
Cover	
Project No.	Drawing No.
5664	
DWG File Name:	
5664 - Cover	C0.00



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	117.62	217.00	31.06	S52° 33' 14"W	116.19
C2	107.47	217.00	28.38	S82° 16' 10"W	106.37
C3	48.29	30.00	92.22	N37° 26' 02"W	43.24



Engineer:

RJH

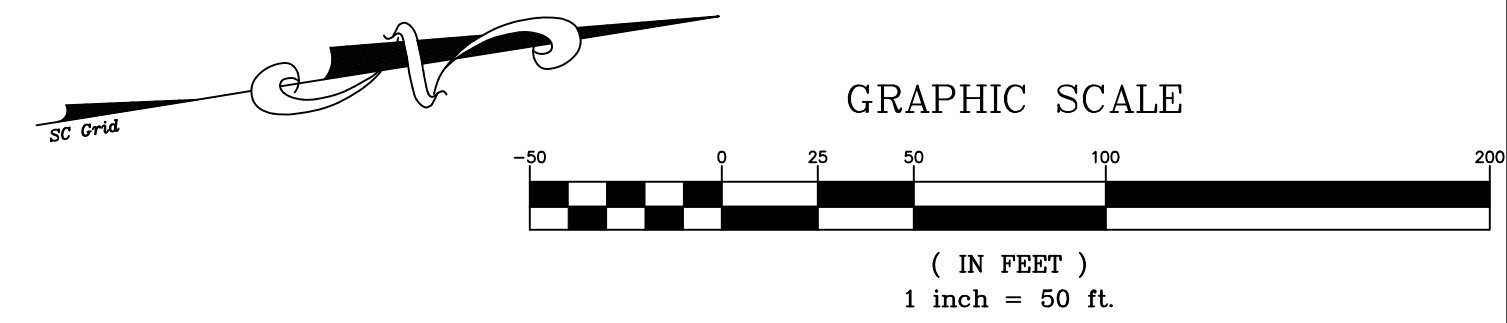
R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonemont Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

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Corporate Seal: SOUTH CAROLINA PROFESSIONAL SURVEYOR R. JOE HARRIS & ASSOCIATES, INC. No. C02282
Engineer's Seal: SOUTH CAROLINA PROFESSIONAL SURVEYOR R. JOE HARRIS & ASSOCIATES, INC. No. 29007
Date: 10/25/23

Project Manager D. Gates	Drawn K. Holcombe
Department Manager B. Pridemore	Checked D. Gates
Print/Plot Date October 25, 2023	
Asbuilt Drawn -	Asbuilt Date -
Client True Homes, LLC 2649 BREKENRIDGE CENTRE DR., ST. 104 MONROE, NORTH CAROLINA 28110 P: (908) 269-6609	
Project: Sunset Pointe - Preliminary Plat	
Drawing Title: Existing Conditons	
Project No. 5664	Drawing No. C0.01
DWG File Name: 5664 - Existing Conditions	



EXISTING SLOPE ANALYSIS	
	34% - 100% (GREATER THAN 3:1)
	0% - 33.33% (LESS THAN 3:1)



Engineer:

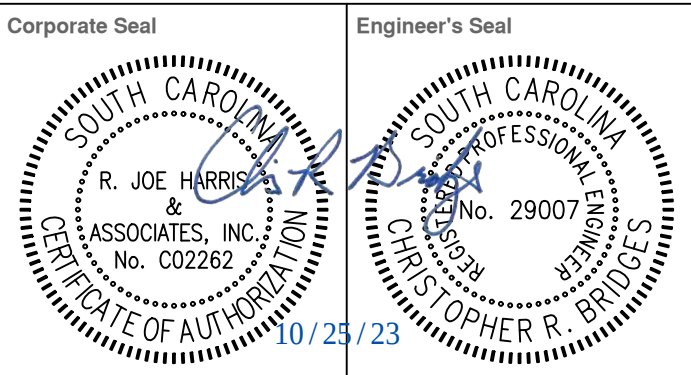


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Engineering • Land Surveying • Planning
Management

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Project Manager D. Gates	Drawn K. Holcombe
Department Manager B. Pridemore	Checked D. Gates

October 25, 2023

Asbuilt Drawn	Asbuilt Date
-	-

Client

True Homes, LLC
2649 BREKENRIDGE CENTRE DR., ST. 104
MONROE, NORTH CAROLINA 28110
P: (908) 269-6609

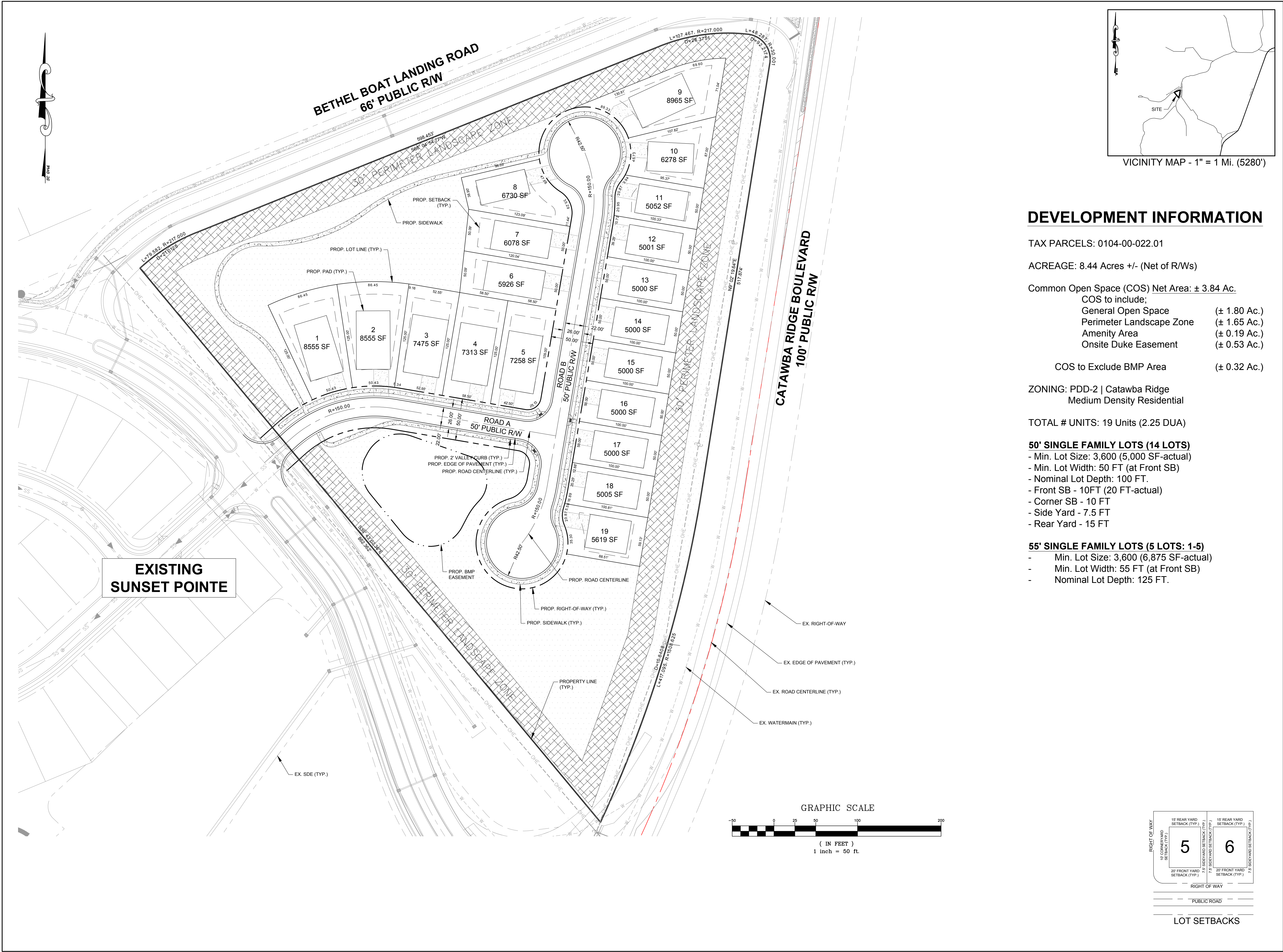
Project:

Sunset Pointe - Preliminary Plat

Drawing Title:

Existing Slope Analysis

Project No.	Drawing No.
5664	C0.02
DWG File Name:	
5664 - Slope Analysis	



DEVELOPMENT INFORMATION

TAX PARCELS: 0104-00-022.01

ACREAGE: 8.44 Acres +/- (Net of R/Ws)

Common Open Space (COS) Net Area: ± 3.84 Ac.

COS to include;

General Open Space	(± 1.80 Ac.)
Perimeter Landscape Zone	(± 1.65 Ac.)
Amenity Area	(± 0.19 Ac.)
Onsite Duke Easement	(± 0.53 Ac.)

COS to Exclude BMP Area (± 0.32 Ac.)

ZONING: PDD-2 | Catawba Ridge
Medium Density Residential

TOTAL # UNITS: 19 Units (2.25 DUA)

50' SINGLE FAMILY LOTS (14 LOTS)

- Min. Lot Size: 3,600 (5,000 SF-actual)
- Min. Lot Width: 50 FT (at Front SB)
- Nominal Lot Depth: 100 FT.
- Front SB - 10FT (20 FT-actual)
- Corner SB - 10 FT
- Side Yard - 7.5 FT
- Rear Yard - 15 FT

55' SINGLE FAMILY LOTS (5 LOTS: 1-5)

- Min. Lot Size: 3,600 (6,875 SF-actual)
- Min. Lot Width: 55 FT (at Front SB)
- Nominal Lot Depth: 125 FT.

DATE10/25/2023ISSUED FORFirst Submittal to Lancaster CountyREV0

Know what's below. Call before you dig.

Engineer:

R. Joe Harris & Associates, Inc.

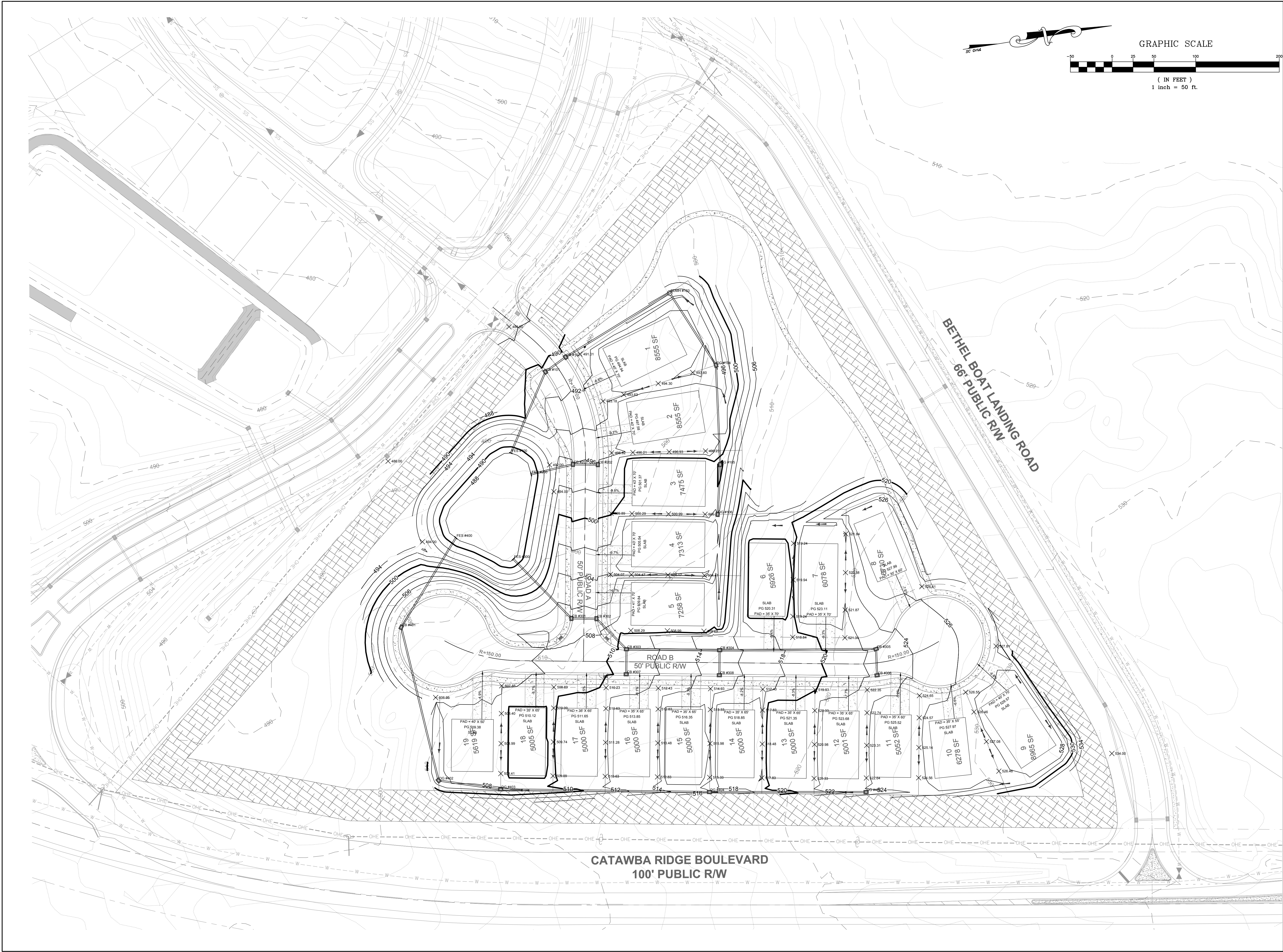
Engineering • Land Surveying • Planning Management

1186 Somercrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoe-harris.com

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Project ManagerD. GatesDepartment ManagerB. PridemorePrint/Plot DateOctober 25, 2023Asbuilt Drawn-Asbuilt Date-ClientTrue Homes, LLC2649 BREKENRIDGE CENTRE DR., ST. 104MONROE, NORTH CAROLINA 28110P: (908) 269-6609Project:Sunset Pointe - Preliminary PlatDrawing Title:Site PlanProject No.5664DWG File Name:5664-SiteDrawing No.C1.00

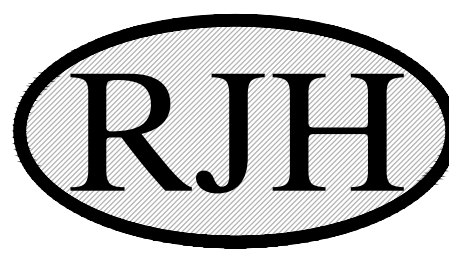


DATE	ISSUED FOR	REV
10/25/2023	First Submittal to Lancaster County	0




Know what's below. Call before you dig.

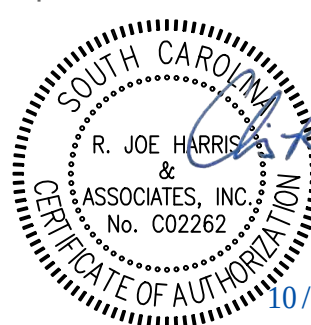
Engineer:



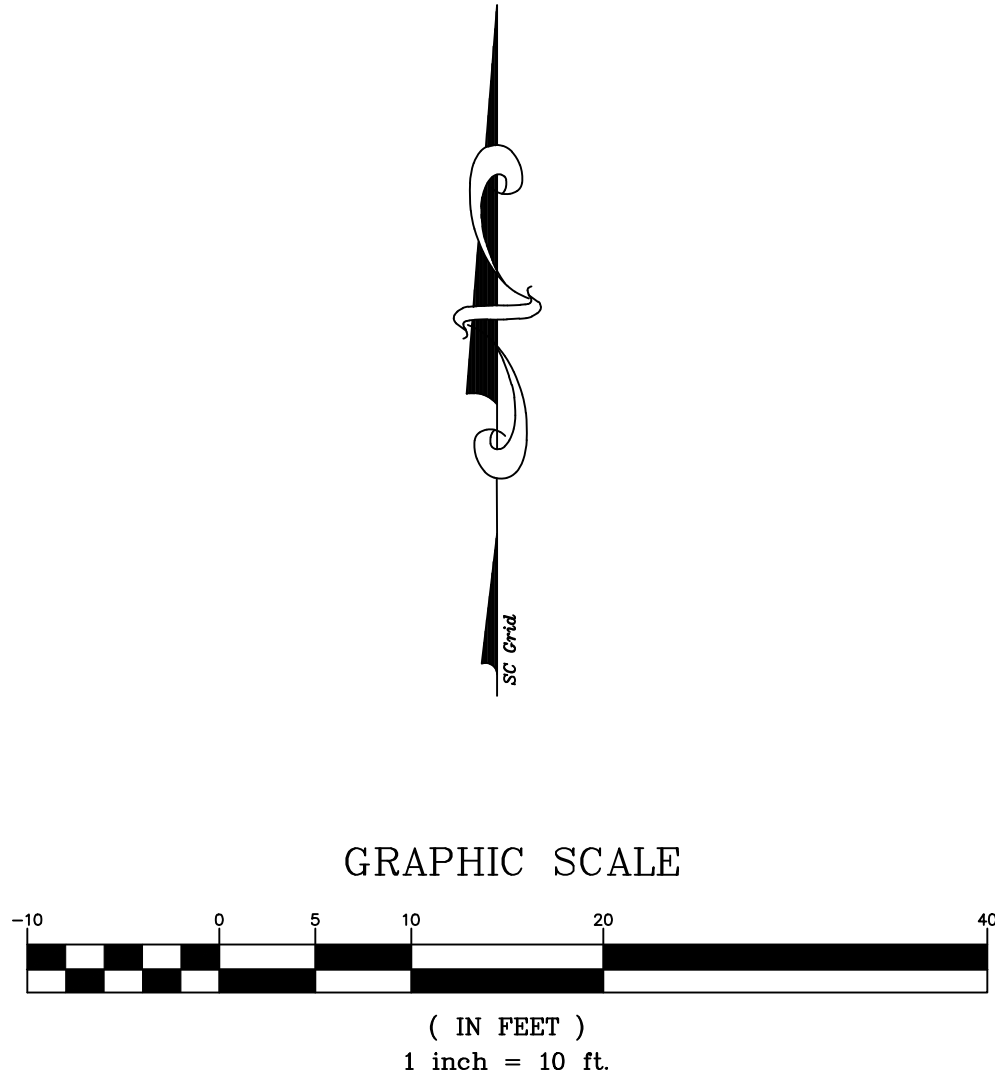
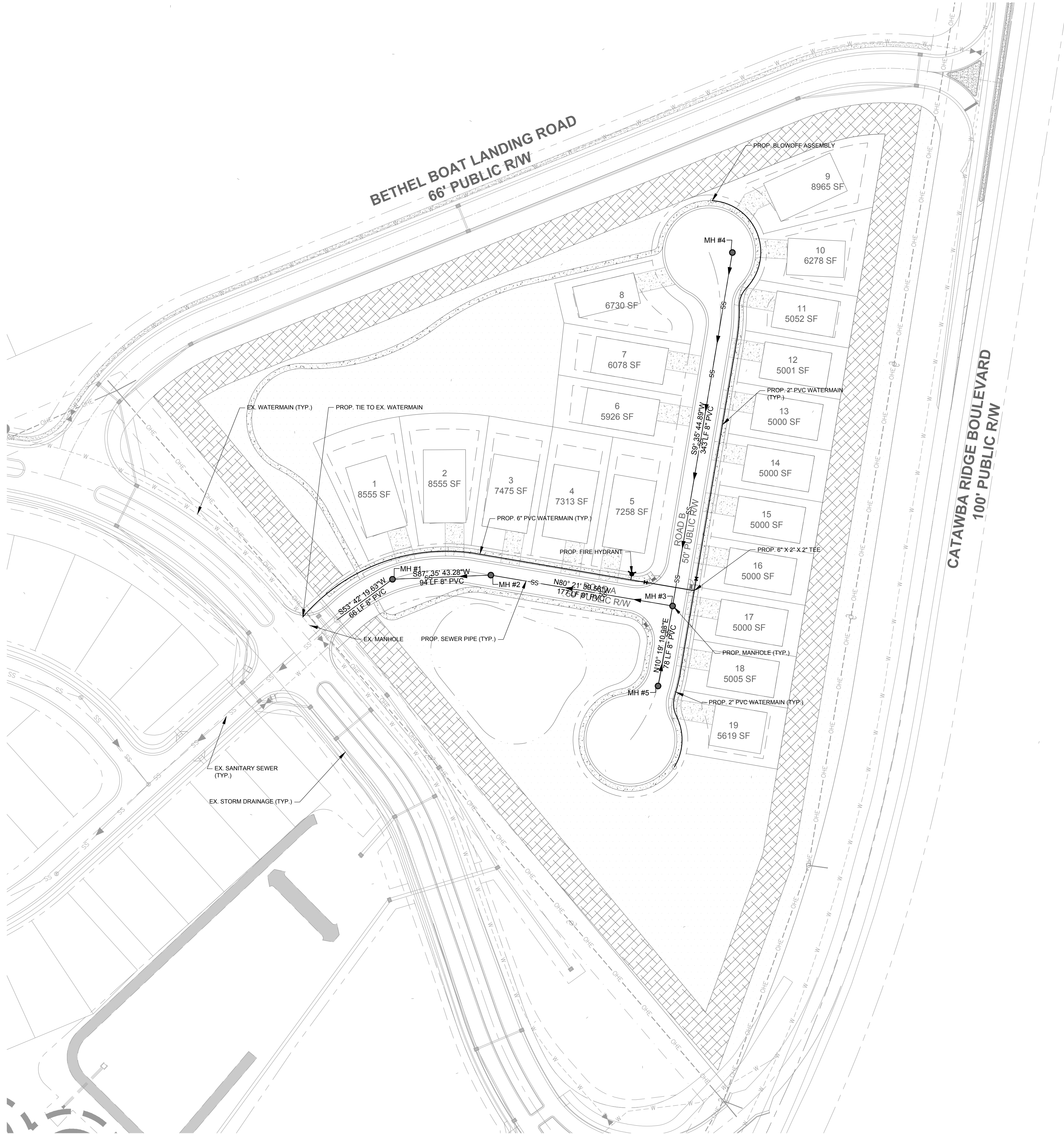
R. Joe Harris & Associates, Inc.
 Engineering • Land Surveying • Planning Management
 1186 Somerset Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoharris.com

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Project Manager	Drawn
D. Gates	K. Holcombe
Department Manager	Checked
B. Pridemore	D. Gates
Print/Plot Date	
October 25, 2023	
Asbuilt Drawn	Asbuilt Date
-	-
Client	
True Homes, LLC 2649 BREKENRIDGE CENTRE DR., ST. 104 MONROE, NORTH CAROLINA 28110 P: (908) 269-6609	
Project:	
Sunset Pointe - Preliminary Plat	
Drawing Title:	
Grading And Storm Drainage	
Project No.	Drawing No.
5664	
DWG File Name:	
5664 - Grading	C3.00



DATE	ISSUED FOR	REV
10/25/2023	First Submittal to Lancaster County	0

Engineer:

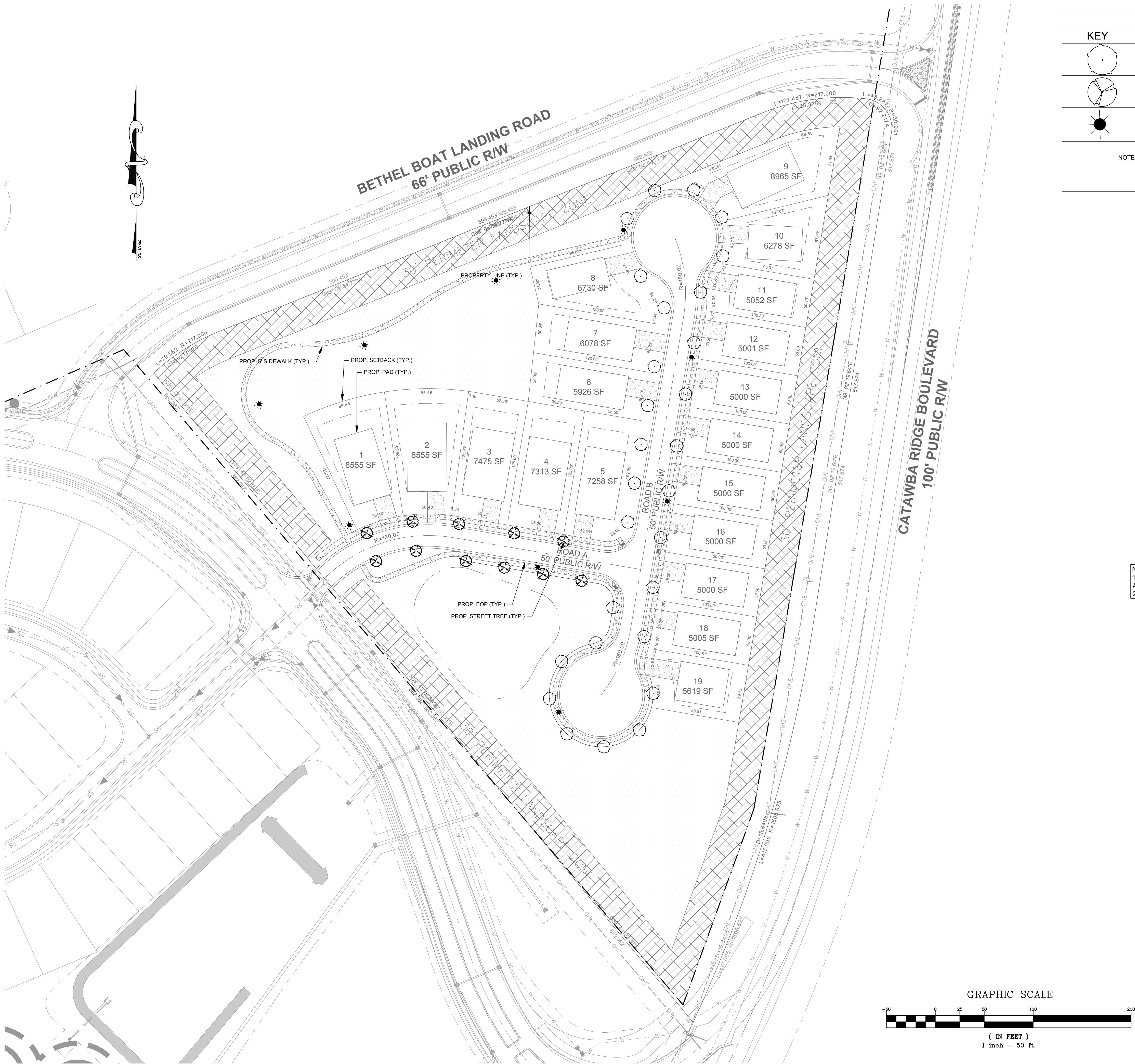
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1188 Stonestreet Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

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-	-
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True Homes, LLC 2649 BREKENRIDGE CENTRE DR., ST. 104 MONROE, NORTH CAROLINA 28110 P: (908) 269-6609	
Project:	
Sunset Pointe - Preliminary Plat	
Drawing Title:	
Utility Plan	
Project No.	Drawing No.
5664	C4.00
DWG File Name:	
5664 - Utilities	

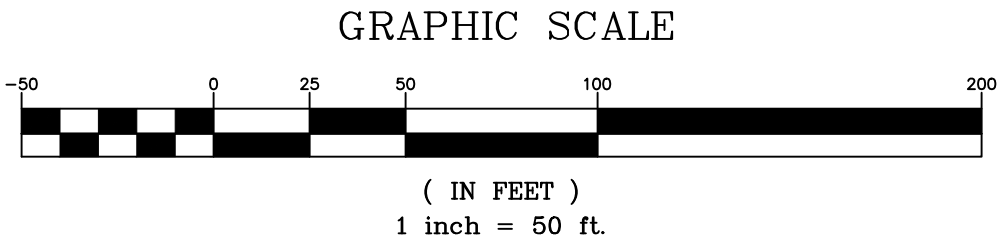


LEGEND				
KEY	SIZE	BOTANICAL NAME	COMMON NAME	# OF TREES
	2" CAL.	Ulmus Parvifolia:	BOSQUE ELM	28
	2" CAL.	Quercus Shumardii:	SHUMARD OAK	12
		Street Lights		
NOTES: *OTHER SPECIES MAY BE USED WITH APPROVAL FROM LANCASTER COUNTY AND DEVELOPER. *STREET TREES TO BE PLACED 50 FEET MAX OFF CENTER.				



STREET LIGHT
N.T.S

NOTE:
1. ACTUAL FIXTURES TO BE SELECTED BY OWNER AND AS ALLOWED/SUPPORTED BY LOCAL ELECTRIC SERVICE PROVIDER
2. MAXIMUM HEIGHT FOR POLES TO BE 30-FEET.



DATE	ISSUED FOR	REV
10/25/2023	First Submittal to Lancaster County	0

Engineer:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning
Management

1186 Somcrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

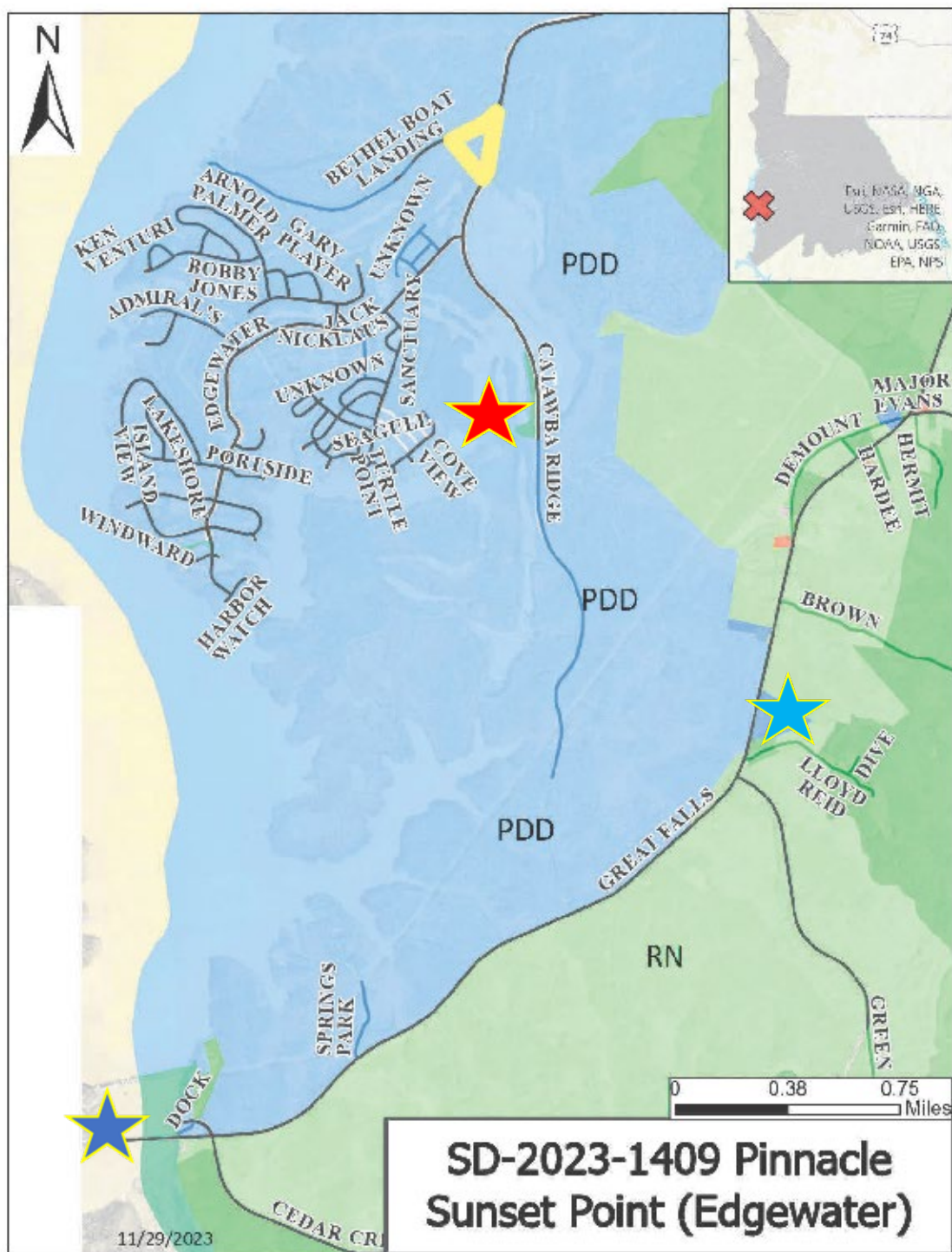
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Corporate Seal

Engineer's Seal

Project Manager D. Gates	Drawn K. Holcombe
Department Manager B. Pridemore	Checked D. Gates
Print/Plot Date October 25, 2023	
Asbuilt Drawn -	Asbuilt Date -
Client True Homes, LLC 2649 BREKENRIDGE CENTRE DR., ST. 104 MONROE, NORTH CAROLINA 28110 P: (908) 269-6609	
Project: Sunset Pointe - Preliminary Plat	
Drawing Title: Lanscape Plan	
Project No. 5664 DWG File Name: 5664 - Landscape	Drawing No. C5.00



Lancaster
County
South Carolina

Proposal:

Preliminary Plat: 19 lots



Subject Property



Edgewater Development



Great Falls Dam



Camp Creek Methodist Church

Agenda Item Summary

Ordinance # / Resolution #: NRN-2023-2146 Elite Avenue

Contact Person / Sponsor: J. Bryan

Department: Planning

Date Requested to be on Agenda: 12/7/2023

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Application	12/6/2023	Exhibit
Deed	12/6/2023	Exhibit
Easement Agreement	12/6/2023	Exhibit
GIS Screenshot Map	12/6/2023	Exhibit



PLANNING COMMISSION
PO BOX 1809
Lancaster, SC 29721
Phone: (803) 285-6005
Fax: (803) 285-6007

****NEW ROAD NAME/CHANGE APPLICATION****

Please note: A fee of \$250.00 must be submitted with this application before it will be processed. Incomplete applications will be returned. The \$250.00 fee includes the cost of one road sign. New roads requiring more than one sign will require the \$250.00 fee plus \$50.00 for each additional sign.

Please provide the following **applicant** information as completely and accurately as possible.

Date of Application: 12/06/2023

Name: Gopalakrishna Kesineni Address: 197 Barclay Dr

City, State, Zip Code: Waxhaw, NC, 28173

Telephone (H): 916-293-1590 Telephone (W) or (Cell): 916-293-1590

Please provide the following **new road name** information as completely and accurately as possible.

Location of new road: A private road from Lengers Way and it is back of KFC and QT

Road name as it exists now (if applicable): _____

Proposed new road name (1st choice): Elite Avenue

Proposed new road name (2nd choice): _____

Will this be a private road? Yes ✓ NO _____

If applicable, do you plan on deeding this new road to the county in the future?

Yes _____ NO ✓

Please attach the following items to this application:

*A map to approximate scale depicting the location of the new road.

*A petition signed by at least 75% of the property owners with parcels having **frontage** on the affected road.

Signature of Applicant: 

Prepared by:

MORTON & GETTYS, LLC
Attn: Joshua B. Vann
Post Office Box 707
Rock Hill, SC 29731

LANCASTER COUNTY, SC	
2023014773	EASEMENT
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
11-28-2023	12:34:40 PM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: TERRY PARKMAN	
BK:DEED 1732 PG:157-168	

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is entered into and made this 21 day of October, 2023 by and between INDIAN LAND KFC PROPERTY, LLC, a South Carolina limited liability company having an address of 816 Mill Street, Camden, SC, 29020 ("Grantor"), and BUILDING BRICKS LLC, a North Carolina limited liability company having an address of 197 Barclay Drive, Waxhaw, NC 28173 ("Grantee"), and shall be binding upon the parties and their respective heirs, successors, and assigns.

BACKGROUND STATEMENT

A. Grantor and Grantee are owners of parcels adjacent to U.S. Highway 521 that share a common property line. Grantor owns the parcel located at 9565 Charlotte Highway, Indian Land, SC 29707, more particularly described in Exhibit A attached hereto (the "Grantor Property"). Grantee owns the parcel located at 9751 Charlotte Highway, Indian Land, SC 29707, more particularly described in Exhibit B attached hereto (the "Grantee Property"). The Grantee Property cannot be accessed from Lengers Way without crossing the Grantor Property.

B. To facilitate Grantee's development of the Grantee Property, Grantor has agreed to convey to Grantee, for the benefit of Grantee and the Grantee Property, certain rights and easements. Grantor now wishes to create and to convey the same to Grantee, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants, agreements and premises contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Grantor and Grantee, intending to be legally bound hereby, do covenant and agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein by this reference as fully as set forth here verbatim, to the extent not inconsistent herewith.
2. Property. Grantee is the owner of the Grantee Property, being described and defined above. Grantor is the owner of certain adjacent real property, on which the Access Easement Area being described and defined below is situated. The Grantor Property is as defined above.
3. Access Easement.

3.1 Conveyance of Access Easement. Subject to the terms, conditions and certain rights of Grantor, set forth hereinafter, Grantor hereby grants and conveys to Grantee, for the benefit of Grantee Parties, and the Grantee Property, a nonexclusive access easement, which is and shall be an appurtenant, non-exclusive, and perpetual right of way and easement across and through the Access Easement Area, as defined herein, for the purpose of allowing the Grantee Parties to use for the passage of vehicles the existing access drive located within the Access Easement Area (the "Access Easement"). The Access Easement shall encumber that portion of the Grantor Property depicted upon Exhibit C to this Agreement, attached hereto and incorporated herein by this reference, as "NEW EGRESS/INGRESS EASEMENT," shown as containing 0.602 acres (the "Access Easement Area"). IN LIMITATION OF AND NOTWITHSTANDING THE FOREGOING, HOWEVER, the Grantee Parties shall not be deemed as permitted, pursuant to the Access Easement, to park vehicles within the Access Easement. Except as otherwise expressly provided herein, Grantee shall not have any rights of any kind whatsoever, over, across, under or through, all or any portion of the property of Grantor, except as provided for herein within the Access Easement Area. The Access Easement shall be a covenant running with the title to the Grantee Property in perpetuity, expiring or terminating, however, as may be provided for elsewhere herein.

3.2 Covenants of Grantor. Grantor, for itself and its successors and assigns (but only as to itself and the property owned by it), hereby covenants that for so long as the Access Easement remains in effect, no activity shall be permitted on the Access Easement Area which will materially and adversely interfere with or endanger Grantee's use or service of the Access Easement or Access Easement Area in compliance herewith, and that they it not build, create, or construct, nor shall it permit others to build, create, or construct, any building, structure or other obstruction on, over, or under the Access Easement Area which materially and adversely interferes with the use, operation or maintenance thereof. Notwithstanding the foregoing, and except as otherwise expressly provided in this Agreement, Grantor's rights as to its property located adjacent to the Access Easement Area shall not be limited or affected in any way whatsoever.

3.3 Maintenance and Repair of Access Easement Area. Grantor, and any subsequent owner of the Access Easement Area, shall conduct such periodic maintenance and repairs as are necessary to keep the Access Easement Area in a functioning condition so as to serve the Grantee Property and property of the Grantor, in compliance with applicable laws and regulations. The access drive located within the Access Easement Area, with any adjacent associated landscaping, is referred to herein as the "Access Improvements." On or prior to the first day of each calendar year, Grantor (or its successors) shall send to Grantee a budget for the anticipated maintenance and repair costs for the Access Improvements for the ensuing calendar year. For clarification, and avoidance of doubt, such costs shall be exclusive of any costs to maintain any improvements within the Access Easement Area not associated with the Access Improvements. Grantee shall reimburse Grantor (or its successor) for one-half (1/2) of the maintenance and repair costs for the Access Improvements as are incurred by Grantor. The foregoing reimbursement obligation shall be in addition to any other reimbursement obligations of Grantee as set forth herein. Upon Grantor conducting any maintenance or repair activities to the Access Improvements, but not more often than four (4) times per calendar year, Grantor shall submit to Grantee a reimbursement request for Grantee's portion of such costs, together with invoices or other documentation of the maintenance and repair costs incurred by Grantor, and

Grantee shall pay to Grantor its portion of the overall costs indicated within thirty (30) days from the date of the reimbursement request. Grantee's reimbursement obligations under this Section 3.3 shall constitute a lien and charge upon the Grantee Property, which lien and charge shall secure, in addition to Grantee's reimbursement obligations, any reasonable costs or reasonable attorneys' fees incurred by Grantor in enforcing its rights hereunder. In the event that, upon request, Grantee fails to reimburse Grantor as provided for hereby, then Grantor may file a notice of lien upon the Grantee Property, which notice of lien shall indicate the amount(s) secured thereby, and which lien may be foreclosed in the same manner as a mortgage upon real estate.

In the event that Grantor or its successor as to the Access Easement Area fails to maintain or repair the Access Improvements in accordance with the provisions of this Agreement, then Grantee shall give Grantor or its successor written notice specifying in detail the nature of such failure, and if Grantor or its successor has not commenced correction of such failure within thirty (30) days of such notice or does not diligently pursue the correction of the same at all times after the commencement of the action to correct the same, then Grantee shall have the right and the easement to go upon the Access Easement Area to perform in a reasonable manner the maintenance or repair of the applicable portion of the Access Improvements. Notwithstanding the foregoing, in the event that an emergency exists which reasonably requires the immediate repair or maintenance of any portion of the Access Improvements, and in the event that Grantor or its successors or assigns fails to maintain or repair the same within a reasonable period of time given the nature of the emergency, then Grantee shall have the right to reasonably maintain or repair the same without giving notice to Grantor or its successors. In either of such events, Grantee shall be reimbursed upon completion of performance by Grantor (or its successors) for the cost of performance, including any reasonable costs or reasonable attorneys' fees incurred by Grantee in enforcing its rights hereunder, and together with further an administrative fee of fifteen percent (15.0%) of the costs (exclusive of attorneys' fees) incurred by Grantee in engaging in any such corrective maintenance or repairs, less the proportion attributable to Grantee Property hereunder.

3.4 Reservation by Grantor. Grantor expressly reserves the right to use the Access Easement Area for any purposes not inconsistent with or detrimental to Grantee's rights therein under this Agreement. Grantee understands that certain other parties have been granted rights or easements to also utilize the Access Easement Area for access.

4. Creation of Liens. Grantee shall allow no lien to arise against any of the property of Grantor on account of the actions or omissions of Grantee, its agents, contractors, or employees. Grantee covenants that it shall cause its contractors or agents, which perform on behalf of Grantee any action which Grantee is granted a right to undertake hereunder, to be paid in a timely manner so that no lien may arise as to the property of Grantor by operation of law. If Grantee wishes to contest any claim made against it by any of its agents or subcontractors for work done pursuant to this Agreement upon any land or thing owned by Grantor, it shall cause such claims to be bonded off within thirty (30) days of such creation of claim through a bonding or insurance company licensed to do business in the State of South Carolina.

5. Entire Agreement. This Agreement shall constitute the entire agreement of the parties with regard to the subject matter hereof, and may not be modified, altered, or terminated without a subsequent written agreement of the parties, or the then fee owners of properties which

are subject hereto, recorded of record. In the event of any conflict between such agreements and this Agreement, this Agreement shall control.

6. Modification. This Agreement may not be modified except by written, recorded agreement executed by Grantor and Grantee, or their successors in interest as owners of the Grantee Property or the property of Grantor, as applicable.

7. Non-Dedication. Neither this Agreement nor the recordation hereof are intended to, and shall not be construed to, create any rights, easements, or privileges to the public generally, by dedication or otherwise, in and to the easement granted herein, the property of Grantor, or any portions thereof.

8. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina, without reference to conflicts of laws principles.

9. Nature of Easement. The easement conveyed to Grantee herein shall run with the land, benefitting and burdening the Grantee Property in the manner set forth herein, 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. Notwithstanding anything contained herein to the contrary, in the event Grantee transfers its interest in the Grantee Property to any other person or entity, then the named Grantee hereunder shall have no further liability under this Agreement, except for any reimbursement obligations and any Grantee obligations which accrued hereunder prior to the date of transfer. Following any transfer of the Grantee Property by Grantee, all references herein to Grantee shall be deemed to be references to the then current owner of the Grantee Property. Likewise, and notwithstanding anything contained herein to the contrary, in the event Grantor transfers its interests in the Access Easement Area to any other person or entity, then Grantor shall have no further liability under this Agreement upon such a transfer, except for any of its obligations which accrued prior to the date of transfer. Following any such a transfer of the Access Easement Area, all references to Grantor herein shall be deemed as references to the then current owner.

10. Indemnification; Insurance. Grantee, for and on behalf of itself, and its officers, principals, directors, members, agents, successors, lessees, and assigns, and their successors (collectively, the "Indemnitor"), agrees to indemnify, defend and hold harmless Grantor and Grantor's officers, principals, directors, members, agents, successors, lessees, and assigns, and their successors (collectively, the "Indemnatee"), against any and all losses, liabilities, costs (including reasonable attorneys' fees), expenses, penalties, judgments, claims, and damages of every kind or character arising out of or related to the utilization of the easement conveyed hereby by Grantor, its successors and assigns, and their successors in title, or their respective agents, employees, licensees, contractors, and guests, incurred by any Indemnatee.

Grantor, for and on behalf of itself, and its officers, principals, directors, members, agents, successors, lessees, and assigns, and their successors (collectively, the "Additional Indemnitor"), agrees to indemnify, defend and hold harmless Grantee and Grantee's officers, principals, directors, members, agents, successors, lessees, and assigns, and their successors (collectively, the "Additional Indemnatee") against any and all losses, liabilities, costs (including reasonable

attorneys' fees), expenses, penalties, judgments, claims, and damages of every kind or character arising out of or related to the utilization of the easement by such parties of the Access Easement Area.

11. Construction. The captions or headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

12. Warranty of Title. Grantor warrants that it has authority to grant the easement granted herein by it free and clear of any liens, mortgages, or other monetary encumbrances (other than the lien of ad valorem taxes and assessments not yet due and payable). Grantor may hereafter grant and convey additional mortgages or other monetary liens upon the land owned by it and subject to this Agreement, provided that the same (subject to the terms of Section 15 hereafter) shall be subordinate to the rights and easement created hereby. Grantor does further bind itself and its successors and assigns to warrant and forever defend all and singular the said easement against itself and its respective successors and assigns lawfully claiming, or to claim the same or any part thereof.

In the event that a matter of title now exists of record which would preclude Grantee from the benefit and enjoyment of the easement granted herein such that Grantee is unable to use or service such easement for the benefit of the Grantee Property, then Grantor agrees that it shall provide Grantee with alternative means of accomplishing such uses or services contemplated by this Agreement, with any such alternative means to be properly permitted and in compliance with all applicable laws, regulations, ordinances and other governmental requirements.

13. Notices. Whenever any notice, request, or similar communication (a "Notice") is required or permitted to be made or given under this Agreement then the Notice shall be given in writing and shall be deemed to be served and given if (i) delivered in person to the address of the party to whom the Notice is given (such Notice to be effective upon delivery); (ii) placed in the United States Mail, postage prepaid, certified mail, return receipt requested addressed to such party (and Notice given in such fashion shall be effective on the third business day after same has been made as described herein); or (iii) sent by Federal Express or similar overnight carrier service, prepaid and addressed to such party for next business day delivery (such Notice to be effective when delivered to the applicable address). The addresses of the parties for the purposes hereof are as follows:

GRANTOR:

Indian Land KFC Property, LLC
816 Mill Street
Camden, South Carolina, 29020

with a copy to:

Morton & Getty, LLC
PO Box 707
331 E Main Street, Suite 300
Rock Hill, SC 29730
ATTN: Joshua B. Vann, Esq.

GRANTEE:

with a copy to:

Building Bricks LLC
197 Barclay Drive
Waxhaw, NC 28173
Attn: Gopalakrishna Kesineni

Notices on behalf of the parties may be given by counsel. Each party (or its successors and assigns) shall have the right to change its notice address by forwarding the amended address to the other party by way of a properly delivered Notice.

14. Severability. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the parties consent to an interpretation by the court which will provide enforcement to the maximum extent permitted by law.

15. Mortgagee Protection. It is acknowledged by the parties that Grantee intends to develop the Grantee Property, and that in connection therewith Grantee may obtain development financing and/or permanent financing secured by the Grantee Property. Notwithstanding any other provision of this Agreement, it is hereby agreed that a breach by Grantee of any of the conditions contained in this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Grantee Property, or any part thereof. Any lien which Grantor may have upon the Grantee Property to secure Grantee's obligations hereunder shall be subordinate to the lien or equivalent security interest of any mortgage or similar interest therein recorded prior to the date any such obligations became due and prior to the date that written notice of such obligation was recorded in the real property records of Lancaster County, South Carolina.

16. Estoppel Letters. From time to time, any party to this Agreement shall, within fifteen (15) days from a written request by another party to this Agreement, certify to the requesting party in writing whether or not the requesting party is delinquent in any obligation hereunder, and, if the requesting party is so delinquent, specify the amount and nature of the outstanding obligation. Any prospective lender or purchaser of the property owned by the requesting party and subject to this Agreement shall be entitled to rely upon any such certification.

17. Authority. Each party hereby represents and warrants to each other that all consents or approvals required for the execution, delivery and performance of this Agreement have been obtained and that each party (including its signatory hereto) has the right and authority to enter into and perform its covenants and obligations contained in this Agreement.

18. Monetary Consideration. Within ten (10) days from the date hereof, Grantee shall pay Grantor the sum of \$40,000.00 as consideration for the execution of this Agreement, and

concurrently reimburse Grantor for its attorneys' fees incurred in connection herewith (reasonable evidence of which shall be provided by Grantor to Grantee), failing which Grantor may terminate this Agreement by providing notice of termination in the Lancaster County, South Carolina, Clerk of Court's Office.

SIGNATURE PAGES TO FOLLOW

WHEREFORE, this Agreement is duly executed by Grantor as of this the day and year first appearing above.

GRANTOR:

INDIAN LAND KFC PROPERTY, LLC

By: *Minnie Outlaw*
Minnie Outlaw, Manager

Witness 1: *Billee Sullivan*

Witness 2: *Cheryl B Bratcher*

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

ACKNOWLEDGEMENT

PERSONALLY APPEARED before me MINNIE OUTLAW, as the Manager of INDIAN LAND KFC PROPERTY, LLC, the Grantor above named, who, after being duly sworn, acknowledged that she, in said capacity, signed, sealed, and as said Grantor's act and deed, delivered the within written Agreement for the uses and purposes therein mentioned.

SWORN to before me this 17 day of November, 2023.

Caine M. McLaughlin

Notary Public for *South Carolina*

My Commission Expires: *June 23, 2024*

WHEREFORE, this Agreement is duly executed by Grantee as of this the day and year first appearing above.

GRANTEE:

BUILDING BRICKS LLC

By: [Signature]
Gopalakrishna Kesineni, its MANAGER

Witness 1: [Signature]

Witness 2: [Signature]

STATE OF North Carolina)
COUNTY OF Union)

ACKNOWLEDGEMENT

PERSONALLY APPEARED before me GOPALAKRISHNA KESINENI, as the Manager of BUILDING BRICKS LLC, the Grantee above named, who, after being duly sworn, acknowledged that he, in said capacity, signed, sealed, and as said Grantee's act and deed, delivered the within written Agreement for the uses and purposes therein mentioned.

SWORN to before me this 13 day of November, 2023.

[Signature]
Notary Public for North Carolina

My Commission Expires: April 7, 2024

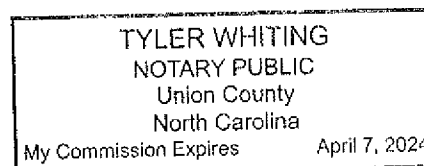


EXHIBIT A

Description of Grantor Property

ALL that certain piece, parcel, or tract of land, with all improvements thereon, lying, situate, and being in the State of South Carolina, in or near the Township of Indian Land, in the County of Lancaster, containing 3.597 acres (area in Hwy, R/W = 0.541 acres) upon plat of property for Switchback Properties, prepared by J.C. Crumpler, SCRLS 6574, dated May 12, 2005, recorded in the Lancaster County, South Carolina, real estate records in Plat Book 2005, at Page 351, to which plat reference is made for a more complete and accurate description of the afore-described property. Said property is located at 9615 Charlotte Highway (U.S. Hwy 521), is bounded on the north and west by property of Hans L. Lengers VIII, LLC (now or formerly), on the south by property of Thomas D. Young (now or formerly), and on the east by the south bound lanes of U.S. Highway 521.

LANCASTER COUNTY PARCEL ID NUMBER 0008-00-026.00

EXHIBIT B

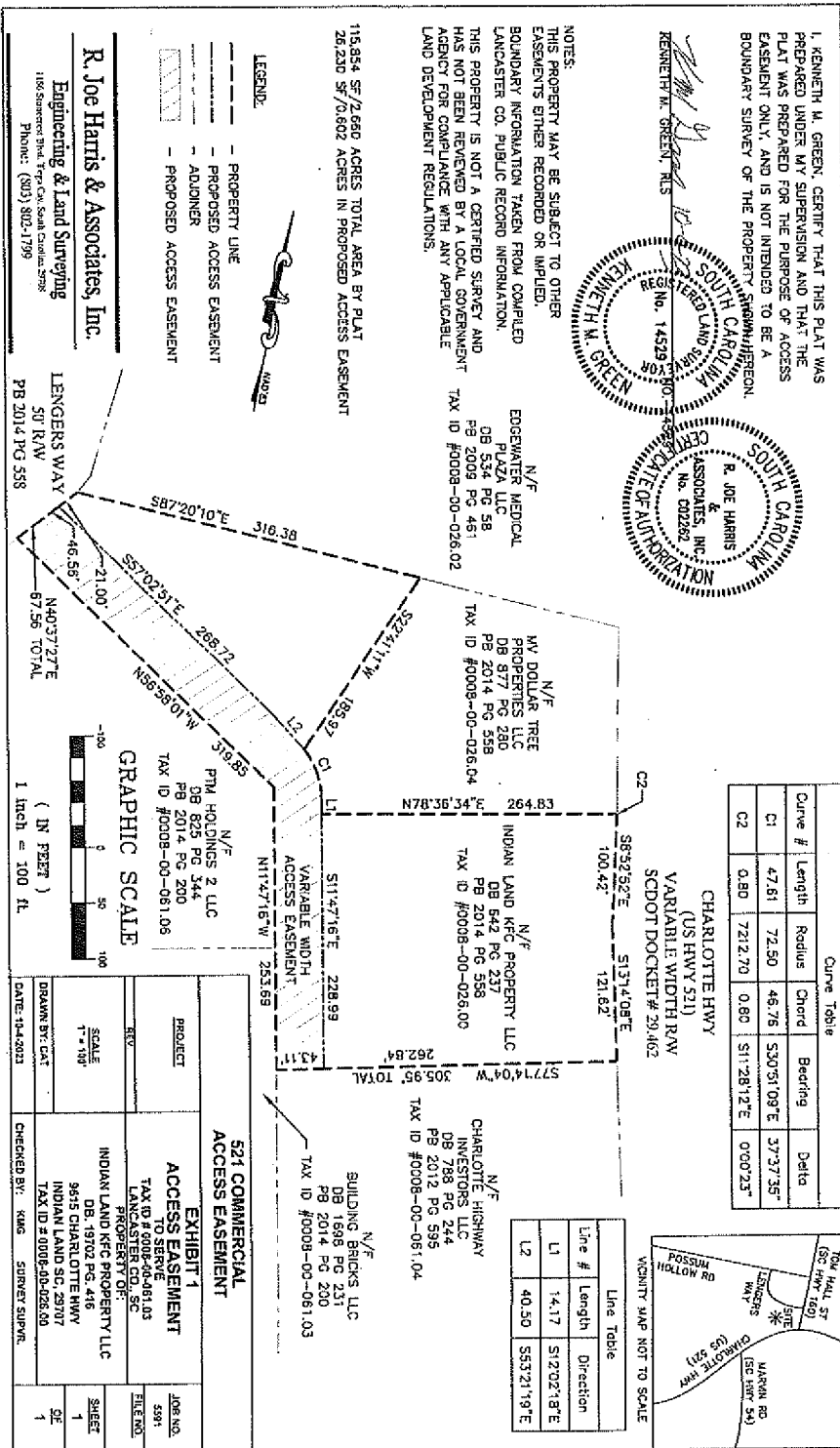
Legal Description of Grantee Property

Being all of Lot 3 according to a plat recorded in Plat Book 2014 at Page 200 consisting of 4.871 acres, in the Office of the Clerk of Court for Lancaster County, South Carolina.

Property Address: 9571 Charlotte Highway, Indian Land, SC 29707
Tax Map ID # 0008-00-061.03

EXHIBIT C

Depiction of Access Easement Area



Prepared by QuikTrip Corporation
When recorded, return to:
Daniel R. Visalli
Swindell Law, PLLC
227 W. Trade Street, Suite 2030
Charlotte, NC 28202

2012017217
EASEMENT
RECORDING FEES \$35.00
PRESENTED & RECORDED:
12-21-2012 02:35 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: JOHN LANE REGISTER
BK: DEED 705
PG: 165-193

STATE OF SOUTH CAROLINA

#1048

COUNTY OF LANCASTER

RECIPROCAL EASEMENT AND PROTECTIVE COVENANT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement"), is executed to be effective as of the 21 day of December, 2012, by and between **YOUNG FAMILY ENTERPRISES, LLC**, a North Carolina limited liability company ("Grantor"), **QUIKTRIP CORPORATION**, an Oklahoma corporation, ("QuikTrip"), **MCGEE BROTHERS COMPANY INC.**, a North Carolina corporation ("McGee"), a North Carolina company and **HOLDEN ROSE LLC**, a North Carolina limited liability company ("Holden Rose").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract of land described in Exhibit A attached hereto and incorporated herein, said property being hereinafter referred to as the "Grantor Property"; and

WHEREAS, QuikTrip is the fee owner of that certain tract of land described in Exhibit B, attached hereto and incorporated herein, said property being hereinafter referred to as the "QuikTrip Property" (the QuikTrip Property and the Grantor Property are sometimes individually referred to herein as a "Parcel"); and

WHEREAS, QuikTrip intends to grant to Grantor and the Grantor Property easements across the QuikTrip Property for the purpose of ingress and egress to and from Charlotte Highway/SC Highway 521, all as shown on Exhibit C attached hereto and incorporated herein by this reference; and

WHEREAS, QuikTrip intends to grant to McGee and the McGee Property an easement across the QuikTrip Property for the purpose of ingress and egress to and from Charlotte Highway/SC Highway 521, all as shown on Exhibit H attached hereto and incorporated herein by this reference; and

WHEREAS, QuikTrip intends to grant to Holden Rose and the Holden Rose Property an easement across the QuikTrip Property for the purpose of ingress and egress to and from Charlotte Highway/SC Highway 521, all as shown on Exhibit H attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor intends to grant to QuikTrip and the QuikTrip Property easements across the Grantor Property for the purpose of ingress and egress to and from Grantor's adjacent property, all as shown on Exhibit C attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor intends to grant to Holden Rose and the Holden Rose Property an easement across the Grantor Property for the purpose of ingress and egress to and from Grantor's adjacent property, all as shown on Exhibit H attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor intends to grant to McGee and the McGee Property an easement across the Grantor Property for the purpose of ingress and egress to and from Grantor's adjacent property, all as shown on Exhibit H attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor intends to grant to QuikTrip and the QuikTrip Property an easement for the discharge and drainage of storm water across the Grantor Property and for the installation, use, maintenance and repair of a storm drain line over, under, across, and upon the Grantor Property for the drainage of storm water into existing drainage ditch located on adjacent property as shown on Exhibit D attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor intends to grant to QuikTrip and the QuikTrip Property a temporary construction easement on the Grantor Property to facilitate construction of the access roads and other improvements located or to be located on the QuikTrip Property, as shown on Exhibit E attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor intends to construct an access road across Grantors Property, from McGee Brothers Company Inc, PID# 0006-00-061.05 to Lengers Road, as shown on Exhibit F attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor intends to grant to QuikTrip and the QuikTrip Property a slope easement on the Grantor Property to facilitate construction of the QuikTrip Property, as shown on Exhibit G attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor and QuikTrip wish to provide for the allocation of certain cost and expenses which will be incurred in the development of the respective Parcels; and

WHEREAS, the continued use and maintenance of the easements granted and reserved herein will be beneficial to the Grantor Property and the QuikTrip Property.

WHEREAS, in connection with the purchase of the QuikTrip Property, Grantor has agreed and desires to restrict the balance of Grantor's Property from certain uses for the benefit of QuikTrip as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called "Owner") intending to be legally bound do hereby agree as follows:

1. **Grant of Easements by Grantor for the benefit of QuikTrip and the QuikTrip Property.** Grantor hereby grants, bargains, sells and conveys to QuikTrip the following easements for the benefit of QuikTrip, the QuikTrip Property, QuikTrip's invitees, customers, employees and agents, and, to the extent title to the QuikTrip Property is leased, transferred or assigned by QuikTrip, to its successors and assigns:

1.1 **Access Easement.** A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through those portions of the Grantor Property shown with diagonal lines and labeled as the "QuikTrip Access Easement" on Exhibit C (the "QuikTrip Access Easement"), for the purpose of vehicular and pedestrian access, ingress and egress to and from the QuikTrip Property, the Grantor Property and Charlotte Highway/SC Highway 521 and for the purpose of installing, maintaining, repairing, replacing and utilizing the curb cuts, driveways and related amenities located or to be located within the QuikTrip Access Easement.

1.2 **Storm Drainage Easement.** A perpetual, non-exclusive fifteen foot (15') wide easement (the "QuikTrip Storm Drain Easement") over, under, across and upon that portion of the Grantor Property shown with diagonal lines and labeled as the "QuikTrip Storm Drain Easement" on Exhibit D, for the installation and construction of storm drainage facilities, including, without limitation, drainage pipes and headwalls (collectively, the "Storm Drainage Facilities"), for the ongoing use, maintenance, repair and replacement of such Storm Drainage Facilities and for the discharge and drainage of storm water over and across certain portions of the Grantor Property as may be necessary to drain such storm water discharge from the Storm Drainage Facilities into the existing drainage ditch on the Grantor's Property. Grantor shall have the right to relocate the QuikTrip Storm Drain Easement at its sole cost and expense; provided any such relocation shall not cause an interruption of drainage from the QuikTrip Property to the existing drainage ditch on Grantor's Property or cause an interruption of access to the Storm Drainage Facilities. In the event that Grantor relocates the QuikTrip Storm Drain Easement, the parties shall execute an amendment hereto showing the new location, which amendment shall be recorded in the public records.

1.3 **Temporary Construction Easement.** A Fifty foot (50') wide wide, temporary easement (the "QuikTrip Temporary Construction Easement") on, over, upon, across, through and under that portion of the Grantor Property shown with diagonal lines and labeled as the "QuikTrip Temporary Construction Easement" on Exhibit E, for use for normal construction activities while

constructing improvements upon the QuikTrip Property. The QuikTrip Temporary Construction Easement herein granted shall automatically terminate, without any further action by either party, upon the completion of the construction of the improvements upon the QuikTrip Property.

1.4 Slope Easement. A slope easement of varying widths (the "QuikTrip Slope Easement") to permit the northwestern elevation of the QuikTrip Property to be graded and gradually sloped into the western area of the Grantor Property, as more particularly described on Exhibit "G" attached hereto (the "Slope Easement Area"). Such easement shall include the right to enter upon the Grantor Property for the purpose of maintaining the grade created within the QuikTrip Slope Easement area.

2. Grant of Easement by QuikTrip for the benefit of Grantor and the Grantor Property. QuikTrip hereby grants, bargains, sells and conveys to Grantor the following easement for the benefit of Grantor, the Grantor Property, Grantor's invitees, customers, employees and agents, and, to the extent title to the Grantor Property is leased, transferred or assigned by Grantor, to its successors and assigns:

2.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through those portions of the QuikTrip Property shown with diagonal lines and labeled as the "Grantor Access Easement" on Exhibit C and more particularly described in Exhibit C-1, for the purpose of vehicular and pedestrian access, ingress and egress to and from the Grantor Property and the QuikTrip Property and for the purpose of utilizing the curb cuts, driveways and related amenities located or to be located within the Grantor Access Easement.

2.2 Initial Construction of McGee Access Road. Grantor, as part of Grantor's development of the Grantor Property and at Grantor's sole cost and expense, shall construct the access road (the "McGee Access Road") as depicted with diagonal lines and labeled as the "McGee Access Road" on Exhibit F. Grantor shall, within Three Hundred and Sixty (360) days of the date that QuikTrip closes on the QuikTrip Property, complete the construction of the Access Road. In the event that Grantor fails to complete the construction of the Access Road within the 360-day period set forth above, QuikTrip shall have the option, but not the obligation, to complete the construction of the Access Road at Grantor's expense and collect the costs from the funds held in escrow pursuant to the escrow agreement between Grantor and QuikTrip. Grantor shall remain liable for any shortage in the event the cost for QuikTrip to complete the construction of the Access Road exceeds the amount of funds in the escrow account.

3. Grant of Easement by QuikTrip for the benefit of McGee and the McGee Property. QuikTrip hereby grants, bargains, sells and conveys to McGee the following easement for the benefit of McGee, the McGee Property, McGee's invitees, customers, employees and

agents, and, to the extent title to the McGee Property is leased, transferred or assigned by McGee, to its successors and assigns:

3.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through those portions of the QuikTrip Property shown with diagonal lines and labeled as the "Grantor Access Easement" on Exhibit H and more particularly described in Exhibit C-1, for the purpose of vehicular and pedestrian access, ingress and egress to and from the McGee Property, Young Property and the QuikTrip Property and for the purpose of utilizing the curb cuts, driveways and related amenities located or to be located within the Grantor Access Easement.

4. Grant of Easement by QuikTrip for the benefit of Holden Rose and the Holden Rose Property. QuikTrip hereby grants, bargains, sells and conveys to Holden Rose the following easement for the benefit of Holden Rose, the Holden Rose Property, Holden Rose's invitees, customers, employees and agents, and, to the extent title to the Holden Rose Property is leased, transferred or assigned by Holden Rose, to its successors and assigns:

4.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through those portions of the QuikTrip Property shown with diagonal lines and labeled as the "Grantor Access Easement" on Exhibit H and more particularly described in Exhibit C-1, for the purpose of vehicular and pedestrian access, ingress and egress to and from the Holden Rose Property, Young Property and the QuikTrip Property and for the purpose of utilizing the curb cuts, driveways and related amenities located or to be located within the Grantor Access Easement.

5. Grant of Easement by Grantor for the benefit of Holden Rose and the Holden Rose Property. Grantor hereby grants, bargains, sells and conveys to Holden Rose the following easement for the benefit of Holden Rose, the Holden Rose Property, Holden Rose's invitees, customers, employees and agents, and, to the extent title to the Holden Rose Property is leased, transferred or assigned by Holden Rose, to its successors and assigns:

5.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through those portions of the Young Property shown with diagonal lines and labeled as the "Holden Rose Access Easement" on Exhibit H, for the purpose of vehicular and pedestrian access, ingress and egress to and from the Holden Rose Property, Young Property and the QuikTrip Property and for the purpose of utilizing the curb cuts, driveways and related amenities located or to be located within the Grantor Access Easement.

6. Grant of Easement by Grantor for the benefit of McGee and the McGee Property. Grantor hereby grants, bargains, sells and conveys to McGee the following easement for the benefit of McGee, the McGee Property, McGee's invitees, customers, employees and agents,

and, to the extent title to the McGee Property is leased, transferred or assigned by McGee, to its successors and assigns:

6.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through those portions of the Young Property shown with diagonal lines and labeled as the "Holden Rose Access Easement" on Exhibit H, for the purpose of vehicular and pedestrian access, ingress and egress to and from the Holden Rose Property, Young Property and the QuikTrip Property and for the purpose of utilizing the curb cuts, driveways and related amenities located or to be located within the Grantor Access Easement.

3. Cost and Expenses for Construction of Certain Improvements.

3.1 Initial Construction of Access Easement Improvements. QuikTrip, as part of QuikTrip's development of the QuikTrip Property and at QuikTrip's sole cost and expense, shall construct any curb, gutter, and driveway needed to be located within the QuikTrip Access Easement and the Grantor Access Easement.

3.2 Initial Construction of QuikTrip Storm Drain Easement. QuikTrip, as part of QuikTrip's development of the QuikTrip property and at QuikTrip's sole cost and expense, shall construct the open ditch storm drains to be located within the QuikTrip Storm Drain Easements. Subject to QuikTrip's approval of materials and construction plans, Grantor or a subsequent owner of a portion of the Grantor's Property may, at their sole cost and expense, change the open ditch drainage to buried conduit drainage as part of any development of any portion of the Grantor Property in which the QuikTrip Storm Drain Easements are located.

3.3 Initial Construction of QuikTrip Slope Easement. QuikTrip, as part of QuikTrip's development of the QuikTrip Property and at QuikTrip's sole cost and expense, shall grade the slopes located within the QuikTrip Slope Easement. Subject to QuikTrip's prior written approval of materials and construction plans, Grantor or a subsequent Owner of a portion of the Grantor's Property may, at their sole cost and expense, change the slopes as part of any development of any portion of the Grantor Property in which the QuikTrip Slope Easements are located. Any proposed changes must be designed and engineered to provide support and not compromise the integrity of the QuikTrip Property or any improvements thereon.

3.4 Responsibility for Costs and Expenses of Maintenance after Completion of QuikTrip Storm Drain Easements. Each of the owners agrees to maintain in good condition and working order all of the facilities located on any portion of such owner's parcel, at such owner's expense, except as follows:

QuikTrip, at QuikTrip's sole cost and expense, shall be responsible for maintaining, repairing and replacing all improvements located within the

QuikTrip Storm Drain Easements, except to the extent of any damage caused by the negligent act or willful misconduct of Grantor. Any alterations to such improvements requested or desired by Grantor or any other subsequent owner of a portion of Grantor's Property shall require QuikTrip's prior written approval and shall be performed at the sole cost and expense of Grantor or the owner requesting the changes. The improvements located within the QuikTrip Storm Drain Easements shall not be altered, changed or modified (except for routine maintenance and repair) without the prior written consent of both QuikTrip and Grantor, such consent to not be unreasonably withheld so long as the proposed modifications would not materially impair or impede the use of the QuikTrip Storm Drain Easements by either party. Notwithstanding anything to the contrary in the foregoing, in the event that Grantor or any successor owner of any of the Grantor Property converts the open ditch drainage to buried conduit, such owner shall maintain in good condition and working order all of the facilities located on any portion of such owner's parcel, at such owner's expense, and shall ensure uninterrupted drainage from the QuikTrip Property.

3.5 Responsibility for Costs and Expenses of Maintenance after Completion of QuikTrip Slope Easements. Each of the Owners agrees to maintain in good condition and working order all of the facilities located on any portion of such Owner's parcel, at such Owner's expense, except as follows:

QuikTrip, at QuikTrip's sole cost and expense, shall be responsible for maintaining, repairing and replacing all improvements located within the QuikTrip Slope Easement, except to the extent of any damage caused by the negligent act or willful misconduct of Grantor. Any alterations to such improvements requested or desired by Grantor or any other subsequent Owner of a portion of Grantor's Property shall require QuikTrip's prior written approval and shall be performed at the sole cost and expense of Grantor or the Owner requesting the changes. The improvements located within the QuikTrip Slope Easement shall not be altered, changed or modified (except for routine maintenance and repair) without the prior written consent of both QuikTrip and Grantor, such consent to not be unreasonably withheld so long as the proposed modifications would not materially impair or impede the use of the QuikTrip Slope Easement by either party. Notwithstanding anything to the contrary in the foregoing, in the event that Grantor or any successor Owner of any of the Grantor Property converts the slope area to be filled in and/or a retaining wall constructed, such Owner shall maintain in good condition and working order all of the facilities located on any portion of such Owner's parcel, at such Owner's expense, and shall ensure no structural or support compromise occurs to the QuikTrip Property.

3.6 Other Construction Obligations. Any work performed pursuant to this Agreement shall be performed, and all easements created by this Agreement

(unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations, permits and ordinances. Any damage occasioned by work performed pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of the Owner causing the damage. Any Owner shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien effecting another Owner's Parcel arising from or relating to such work, provided, that, in the event that an Owner has a good faith dispute with any such lien (the "Disputing Owner"), then the Disputing Owner may in good faith contest, by proper legal actions or proceedings, any such lien or encumbrance, provided that at the time of commencement of any such action or proceeding, and during the pendency thereof (i) such contest operates to suspend collection of the contested amounts and is maintained and prosecuted with diligence; (ii) none of the Owner's Parcel would be subject to forfeiture or loss or an lien by reason of the institution or prosecution of such contest; and (iii) the Disputing Owner shall promptly pay or discharge such contested amounts and all additional charges, interest, penalties and expenses if any, and shall deliver to the other Owner evidence acceptable to the other Owner of such compliance, payment or discharge, if such contest is terminated or discontinued adversely to the Disputing Owner. No work done by an Owner on another Owner's Parcel shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the other Owner's Parcel.

3.7 Restoration of Easement Areas. Upon the completion of any work, the Parcel upon which such work was performed shall be restored to a substantially similar condition that existed prior to such work, except to the extent that such Parcel has been maintained or improved as a result of such work.

4. Declaration of Use Restrictions. Grantor hereby states and declares as follows:

(a) **Use Restriction for Seller's Adjacent Property.** Seller hereby agrees to restrict the Grantor Property from use as a retail convenience grocery store, smoke shop, liquor store, place of adult entertainment, for the sale of adult materials or drug paraphernalia, the retail sale of package or carry out beer, wine, liquor or spirits, the retail sale of motor fuels, or for retail business primarily selling coffee such as Starbucks, Dunkin Doughnuts, McDonalds or similar coffee business.

(b) **Use Declaration to Run with Land.** The restrictive covenants contained herein shall constitute covenants running with the land for the benefit of QuikTrip, its successors and assigns and shall be binding upon Grantor, its successors, and assigns and any future Owner of the Grantor Property unless released by QuikTrip. The restrictions contained herein may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the terms of the use restriction, either to restrain such violation or to recover damages.

5. Legal Descriptions. QuikTrip and Grantor agree that any party hereto may, at its sole cost and expense, have prepared by a South Carolina registered surveyor a survey showing the legally sufficient metes and bounds description of any of the easement areas described herein, for the purpose of replacing the descriptions attached to this Agreement. Upon the completion of such descriptions, the party hiring the surveyor shall deliver two (2) copies of such survey and descriptions to the other party for review and approval, which approval shall not be unreasonably withheld or delayed.

6. Reciprocal Indemnity. Each of the parties hereto hereby agree to indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein.

7. Time of the Essence. Time is of the essence of this Agreement.

8. Ownership.

8.1 Warranty of Title. Grantor covenants and warrants that it is the owner in fee simple of the Grantor Property and that it has a good and lawful right to convey these easements unto QuikTrip. QuikTrip covenants and warrants that it is the owner in fee simple of the QuikTrip Property and has a good and lawful right to convey these easements unto Grantor. Each party and its successors and assigns hereby warrants and shall defend the right and title to the above-described easements unto the other party hereto, its successors and assigns against the lawful claims of all persons claiming by, through or under Grantor or QuikTrip as the case may be.

8.2 Subordination of Liens. Each party hereto agrees that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon each party's respective property shall be subordinate and inferior to the easements created by this Agreement, and to the extent that any such mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, each party shall have all necessary parties execute the subordination agreement attached hereto as Exhibit X which shall be recorded in conjunction herewith.

9. Amendment. QuikTrip and Grantor hereby agree that only upon the written consent of all parties hereto may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

10. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed

by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

11. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

12. Binding Effect; Dedication; Appurtenance. This Agreement shall be binding upon and inure to the benefit of Grantor, QuikTrip and their respective successors and assigns. Notwithstanding the foregoing, each Owner shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner holds fee simple title to a Parcel or portion thereof. Upon conveyance of a Parcel or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. Upon the conveyance or dedication of any of the easements created hereunder, the facilities located therein, and the real property burdened thereby, to the appropriate governmental authority, such governmental authority shall take title to any property so conveyed or dedicated free and clear of any obligations, duties, indemnities, liabilities and responsibilities created by this Agreement. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Grantor Property, and the QuikTrip Property and shall run with title to, and be appurtenant to, such Parcels.

13. Notices. All notices required under this Agreement shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

GRANTOR:

YOUNG FAMILY ENTERPRISES, LLC
416 Streamside Lane
Waxhaw, North Carolina 28173
Attn: Mr. & Mrs. Tom Young
Tel: (803) 242-6437

MC GEE:

McGee Brothers Company Inc.
4806 Carriker Road
Monroe, North Carolina 28100
Attn: _____
Fax: _____

HOLDEN ROSE:

Holden Rose LLC
6816 Providence Lane
Charlotte, North Carolina 28226
Attn: Jeffery A. Howard
Fax: 803.548.3514

QUIKTRIP:

QuikTrip Corporation
3701 Arco Corporate Dr., Suite 150
Charlotte, North Carolina 28273
Attn: Director of Real Estate
Fax: (704) 588-6496

with a copy to:

QuikTrip Corporation
P.O. Box 3475, Tulsa, Oklahoma 74101
or, 4705 S. 129th E. Ave., Tulsa, Oklahoma 74134-7008
Attn: General Counsel
Fax: (918) 994-3594

14. Remedies. In the event any Owner fails to perform the maintenance, repair or other work required by this Agreement or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting Owner(s) may notify the defaulting Owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then the non-defaulting Owner(s) shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting Owner. If the failure to perform or breach is regarding the maintenance of Easements and such maintenance cannot reasonably be performed within a thirty-day period, then the non-defaulting Owner(s) shall have the right to perform the maintenance (even if such work must be undertaken on the defaulting Owner's Parcel) after a reasonable amount of time has passed after notifying the defaulting Owner, and recover all costs and expenses related

thereto, including court costs and attorneys' fees, from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Parcel, no notice shall be required prior to the non-defaulting Owner(s) commencing such work or commencing a cure. Any amounts due and payable to an Owner pursuant to this Agreement shall be paid within thirty (30) days from the date the other Owner is notified of the amounts due. Any amounts not paid when due shall bear interest at a rate equal to the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate of interest permitted by law. The failure to pay any amounts due pursuant to this Agreement shall not entitle any Owner to file a lien or claim of lien against the Parcel owned by the delinquent Owner.

15. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

16. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which together shall be deemed an original.

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

GRANTOR:

YOUNG FAMILY ENTERPRISES, LLC

Witness 1:

Witness 2:

Witness 1:

Witness 2:

By:

Thomas D. Young
President

By:

Kelly H. Young
Vice President

STATE OF NC

COUNTY OF Mecklenburg

ss.

This instrument was acknowledged before me on this 11 day of December, 2012 by **Thomas D. Young, as President of Young Family Enterprises, LLC** on behalf of the partnership.

My commission expires:

Kathleen E. Bonney
Notary Public
Mecklenburg County, NC
My Commission Expires Oct. 7, 2017

STATE OF North Carolina

COUNTY OF Mecklenburg

ss.

This instrument was acknowledged before me on this 11 day of December, 2012 by **Kelly H. Young, as Vice President of Young Family Enterprises, LLC** on behalf of the partnership.

My commission expires:

Kathleen E. Bonney
Notary Public
Mecklenburg County, NC
My Commission Expires Oct. 7, 2017

QUIKTRIP EXECUTION

QUIKTRIP:

QUIKTRIP CORPORATION

Witness 1: [Signature]

Witness 2: [Signature]

By: [Signature]
Kelly P. Vaughan
Director of Real Estate

STATE OF North Carolina)
COUNTY OF Mecklenburg)

ss.

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Kelly P. Vaughan, Director of Real Estate of QuikTrip Corporation, an Oklahoma Corporation, on behalf of said corporation.

Date: 12-12-12



[Official Stamp/Seal]

[Signature]
Printed or Typed Name: Heather Outen
Notary Public

My commission expires: 6-3-17

McGEE EXECUTION

Signed, sealed and delivered
in the presence of:

Thom D. Y...
Witness #1

Adam Kalinski
Witness #2

McGee:

McGee Brothers Company Inc.,
a North Carolina corporation

By: MCGEE Bros Co., Inc

Name: Jon A. McGee

Its: ASST. V.P.

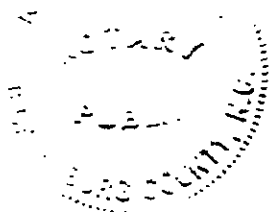
STATE OF North Carolina)
COUNTY OF Mecklenburg)

ss.

This instrument was acknowledged before me on this 12 day of December,
2012, by Jonathan McGee, as Asst V.P. of McGee Brothers
Company Inc., a North Carolina corporation, on behalf of the corporation.

Nash Patel
Notary Public

My Commission Expires:
Nov 7, 2014



HOLDEN ROSE EXECUTION

Signed, sealed and delivered
in the presence of:

Jenna Brantley
Witness #1

Charr Sileo
Witness #2

Holden Rose:

Holden Rose LLC,
a North Carolina corporation

By: Jeffery A Howard

Name: Jeffery A Howard

Its: Managing Partner

STATE OF North Carolina)
COUNTY OF Mecklenburg)

ss.

This instrument was acknowledged before me on this 16th day of December, 2012, by Jeffery A Howard, as Managing Partner of Holden Rose LLC, a North Carolina corporation, on behalf of the corporation.

Ruby E. Eil
Notary Public

My Commission Expires:
01/04/2016

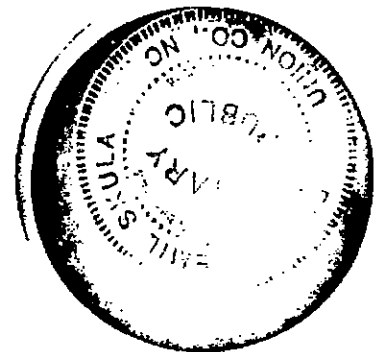


Exhibit A
"Grantor Property"

That certain tract or parcel of land situated, lying and being in the Indian Land Township, Lancaster County, State of South Carolina, and being all of Tract 2 and Tract 3, on Subdivision Plat of QuikTrip Store 1048, as recorded in Plat Book 2012, Page 595 in the Office of the Clerk of Court for Lancaster County, and being more particularly described as follows:

TRACT 2: (PART OF TAX # 0008-00-061.04):

COMMENCING at a new iron rod on the westerly margin of Highway 521 (a variable width public right-of-way), said point being the northeast corner of Tract 1, Subdivision Plat of QuikTrip Store 1048 as recorded in Plat Book 2012, Page 595 in the Office of the Clerk of Court for Lancaster County; Thence with the northerly line of said Tract 1 S 77°02'25" W a distance of 306.00 feet to a new iron rod and the **POINT OF BEGINNING**; Thence with the line of westerly line of said Tract 1 S 11°40'20" E a distance of 285.15 feet to a point on the easterly line of the Young Family Enterprises LLC property as described in Deed Book 360, Page 93 in said Office of the Clerk of Court; Thence with the boundary of said Young Family Enterprises LLC property for the following two (2) courses and distances: (1) S 76°59'08" W a distance of 70.25 feet to an existing iron rod; (2) N 13°41'12" W a distance of 454.91 feet to an existing iron rod on the easterly boundary of the Holden Rose LLC Etal property as described in Deed Book 524, Page 347 in said Office of the Clerk of Court; Thence with said easterly boundary of the Holden Rose LLC Etal property N 32°56'41" E a distance of 120.60 feet to an existing iron rod, said point being on the southeasterly line of the Indian Land KFC Property LLC property, as described in Deed Book 642, Page 237 in said Office of the Clerk of Court; Thence with the new westerly line of said Indian Land KFC Property LLC property as recorded in Plat Book 2012, Page 594 as Tract 1 and 2 in said Office of the Clerk of Court S 12°00'58" E a distance of 253.68 feet to the point of **BEGINNING**; having an area of 39,080 square feet or 0.8972 acre, as shown on a Plat prepared by R. B. Pharr & Associates, p.a. dated December 11th, 2012 (map file W-4187RM)

TRACT 3 (PART OF TAX # 0008-00-061.03):

Tract 3 is not shown in its entirety on the above referenced plat, but this Reciprocal Easement Agreement is intended to encumber the entirety of Tract 3, which is described as follows:

All that certain piece, parcel or tract of land lying, being and situate in Indian Land Township, Lancaster County, South Carolina, located west of U.S. Highway 521, containing 19.54 acres, being shown and described on plat of survey entitled "Property Survey for Bill Howard" dated December 16, 1996 and recorded as Plat No. 97-21 in the Office of the Clerk of Court for Lancaster County, South Carolina, which plat is by reference made a part hereof.

LESS AND EXCEPT:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Lancaster located west of U.S. Highway 521 in the Indian Land Township, containing 5.00 acres and being more fully described on plat of survey entitled "Property Surveyed for McGee Brothers Co. Inc." made by Fisher-Sherer, Inc. dated April 28, 1998 and recorded as Plat

No. 98-381 in the office of the Clerk of Court for Lancaster County, South Carolina.

LESS AND EXCEPT:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Lancaster located west of U.S. Highway 521 in the Indian Land Township, containing 4.00 acres and being more fully described on plat of survey entitled "Property Surveyed for Thomas D. Young and Kelly H. Young," made by Fisher-Sherer, Inc. dated September 18, 1997 and recorded as Plat No. 97-755 in the office of the Clerk of Court for Lancaster County, South Carolina.

LESS AND EXCEPT:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Lancaster located west of U.S. Highway 521 in the Indian Land Township, containing 3.00 acres and being more fully described on plat of survey entitled "Property Surveyed for Holden Rose, LLC," made by Fisher-Sherer, Inc. dated February 20, 2006 and recorded as Plat No. 2006-849 in the office of the Clerk of Court for Lancaster County, South Carolina.

LESS AND EXCEPT:

That certain tract or parcel of land situated, lying and being in the Indian Land Township, Lancaster County, State of South Carolina and being a portion of Tract 1 on the plat referenced above and being more particularly described as follows:

BEGINNING at a point in the right-of-way of Highway 521 (a variable width R/W), said point being the northeast corner of the Aldi inc. LLC property as described in Deed Book 510, Page 32, Lancaster County Registry; Thence with the northerly line of said Aldi inc. LLC property South $77^{\circ}02'25''$ West a distance of 357.52 feet (passing an existing iron rod on the westerly margin of said Highway 521 at 50.01 feet, and an existing iron rod at 67.21 feet) to a new iron; Thence with a new line for the following two (2) courses and distances: (1) N $11^{\circ}40'20''$ W a distance of 74.85 feet to a point; (2) N $76^{\circ}59'08''$ E a distance of 357.52 feet to a point in the right-of-way of said Highway 521; Thence within said right-of-way of said Highway 521 S $11^{\circ}40'20''$ E a distance of 75.20 feet to the point of **BEGINNING**; having an area of 26,816 square feet, 0.6156 acre.

Exhibit B
"QuikTrip Property"

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

BEGINNING at a point in the right-of-way of Highway 521 (a variable width R/W), said point being the northeast corner of the Aldi inc. LLC property as described in Deed Book 510, Page 32, Lancaster County Registry; Thence with the northerly line of said Aldi inc. LLC property South 77°02'25" West a distance of 357.52 feet (passing an existing iron rod on the westerly margin of said Highway 521 at 50.01 feet, and an existing iron rod at 67.21 feet) to a new iron; Thence with a new line for the following two (2) courses and distances:

1) North 11°40'20" West a distance of 360.00 feet to a new iron rod;

2) North 77°02'25" East a distance of 306.00 feet to a new iron rod on the westerly margin of said Highway 521;

Thence with the said westerly margin of Highway 521 for the following two South 13°11'04" East a distance of 56.88 feet to an existing 3/4" iron rod; Thence leaving said westerly margin of Highway 521 S 57°09'59" E a distance of 70.11 feet to a point in the right-of-way of said Highway 521; Thence within said right-of-way of said Highway 521 S 11°40'20" E a distance of 252.84 feet to the point of **BEGINNING**;

having an area of 124,530 square feet or 2.8588 acres, as shown on a survey prepared by R. B. Pharr & Associates, p.a. dated May 18th, 2012 (map file W-4187).

Exhibit C
"Grantor Access Easement"

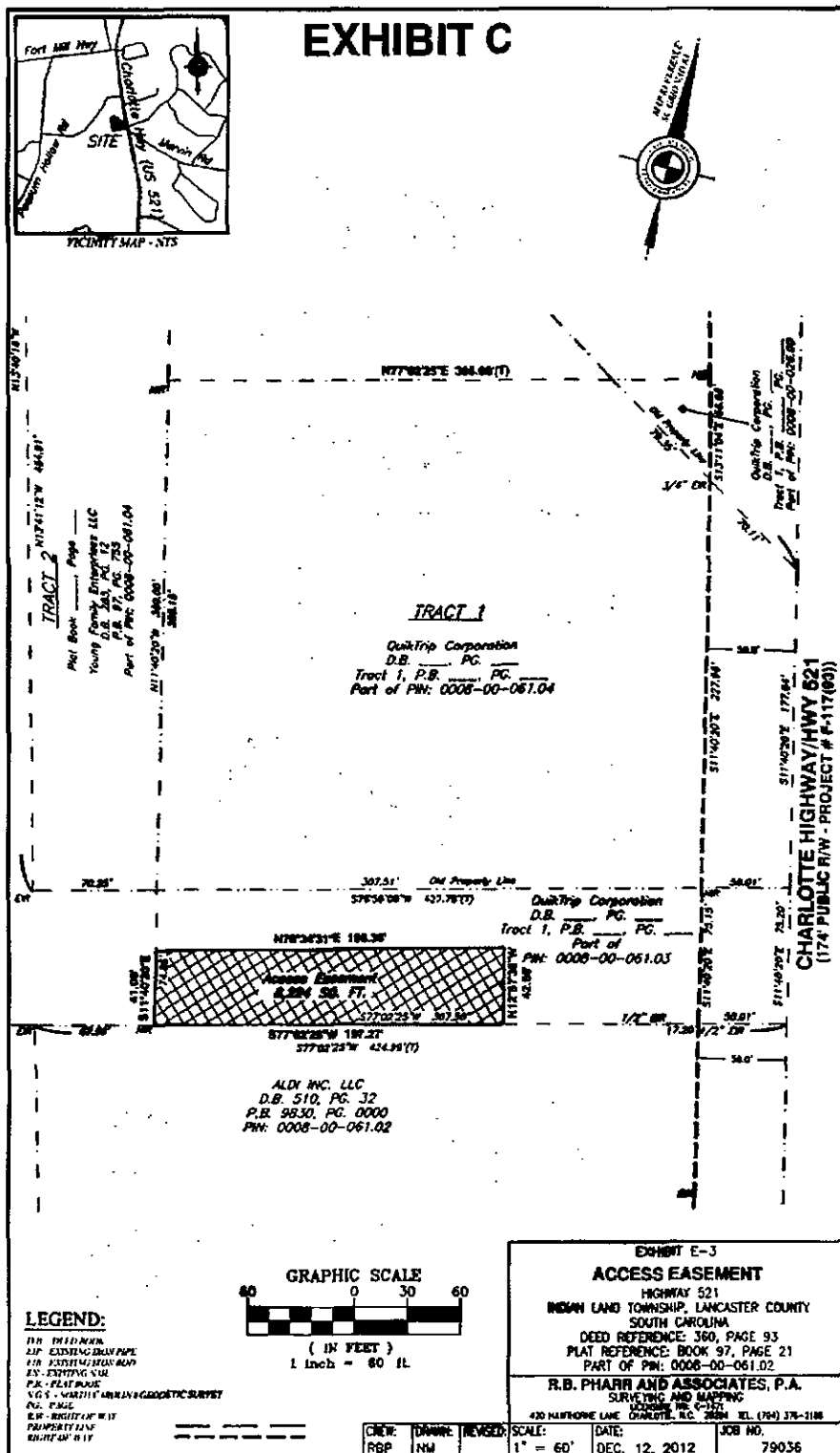


Exhibit C-1
"Grantor Access Easement"
Legal Description

ACCESS EASEMENT

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

BEGINNING at a point on the northerly line of the Aldi Inc., LLC property as described in Deed Book 510, Page 32 in the Office of the Clerk of Court for Lancaster County, said point being S 77°02'25" W a distance of 110.24 feet from an existing iron rod on the westerly margin of Highway 521 (variable width public right-of-way), said iron rod also being the northeast corner of said Aldi Inc., LLC property; Thence with said northerly line of the Aldi Inc., LLC property S 77°02'25" W a distance of 197.27 feet to a new iron rod, said point being the southwest corner of Tract 1, Subdivision of QuikTrip Store 1048, as recorded in Plat Book 2012, Page 595 in the said Office of the Clerk of Court: Thence with the westerly line of said Tract 1 N 11°40'20" W a distance of 41.00 feet to a point; Thence with a new line within said Tract 1 for the following two (2) courses and distances:

- 1) N 76°34'31" E a distance of 196.35 feet to a point;
- 2) S 12°57'35" E a distance of 42.58 feet to the point of **BEGINNING**;

having an area of 8,224 square feet or 0.1888 acre, as shown on an Exhibit map prepared by R. B. Pharr & Associates, p.a. dated December 12th, 2012 (Job No. 79036).

Exhibit C
"QuikTrip Access Easement"

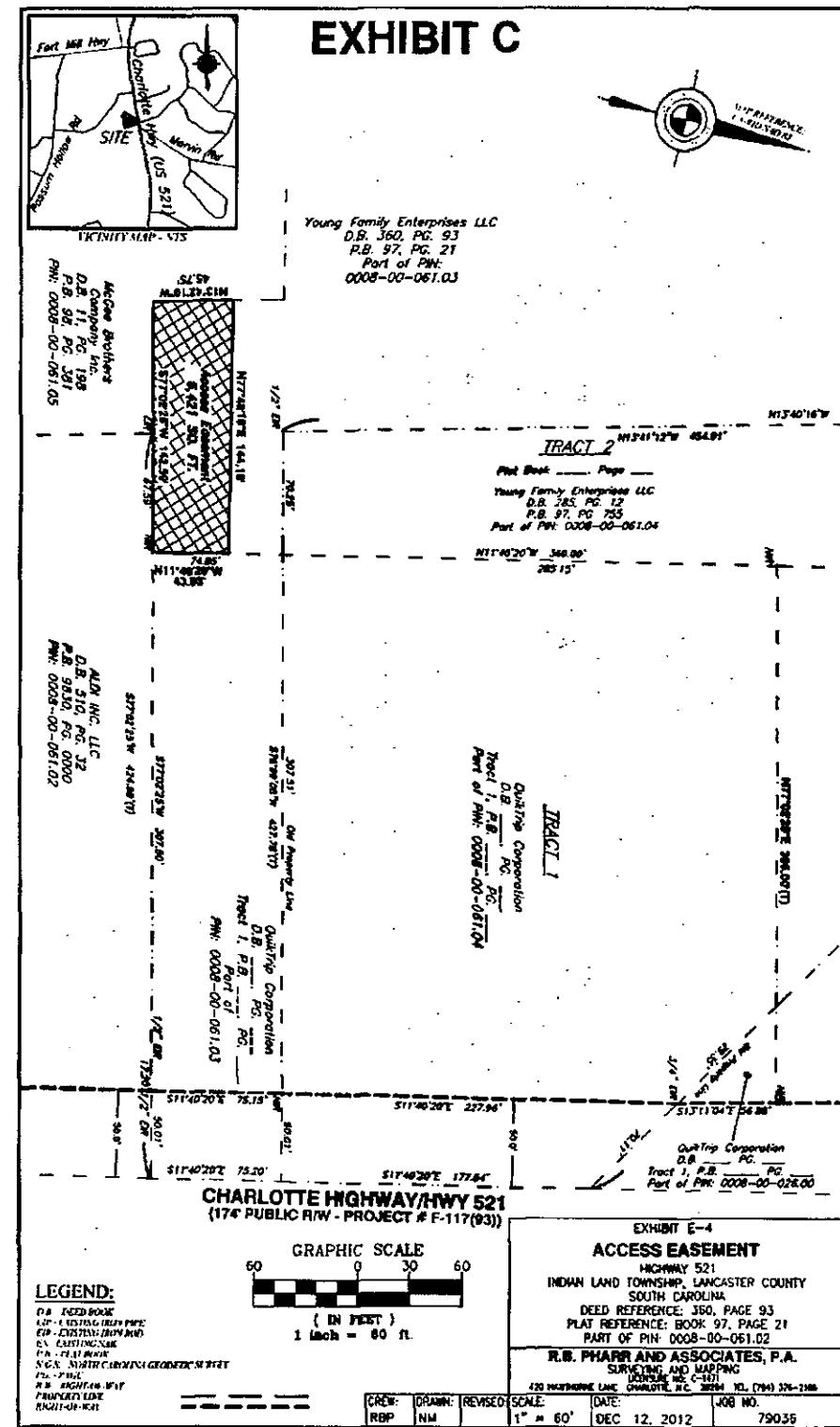


Exhibit C-1
"QuikTrip Access Easement"
Legal Description

ACCESS EASEMENT

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

BEGINNING at a point on the northerly line of the Aldi Inc., LLC property as described in Deed Book 510, Page 32 in the Office of the Clerk of Court for Lancaster County, said point also being the southwest corner of Tract 1, Subdivision of QuikTrip Store 1048, as recorded in Plat Book ____, Page ____ in said Office of the Clerk of Court; Thence with the said northerly line of the Aldi Inc., LLC property and continuing with the line of the McGee Brothers Company Inc. property as described in Deed Book 11, Page 198 in the said Office of the Clerk of Court S 77°02'25" W a distance of 142.59 feet (passing an existing iron rod being the common corner of the Aldi and McGee properties at 67.59 feet) to a point; Thence with the easterly line of said McGee property N 13°42'10" W a distance of 45.75 feet to a point; Thence with a new line within the Young Family Enterprises LLC property as described in Deed Book 360, Page 93 in said Office of the Clerk of Court N 77°48'18" E a distance of 144.18 feet to a point of the westerly line of Tract 1, Subdivision of QuikTrip Store 1048, as recorded in Plat Book 2012, Page 595 in said Office of the Clerk of Court; Thence with the westerly line of said Tract 1 S 11°40'20" E a distance of 43.83 feet to the point of **BEGINNING**;

having an area of 6,421 square feet 0.1474 acre, as shown on an Exhibit map prepared by R. B. Pharr & Associates, p.a. dated December 12th, 2012 (Job No. 79036).

Exhibit D
"QuikTrip Storm Drain Easement"

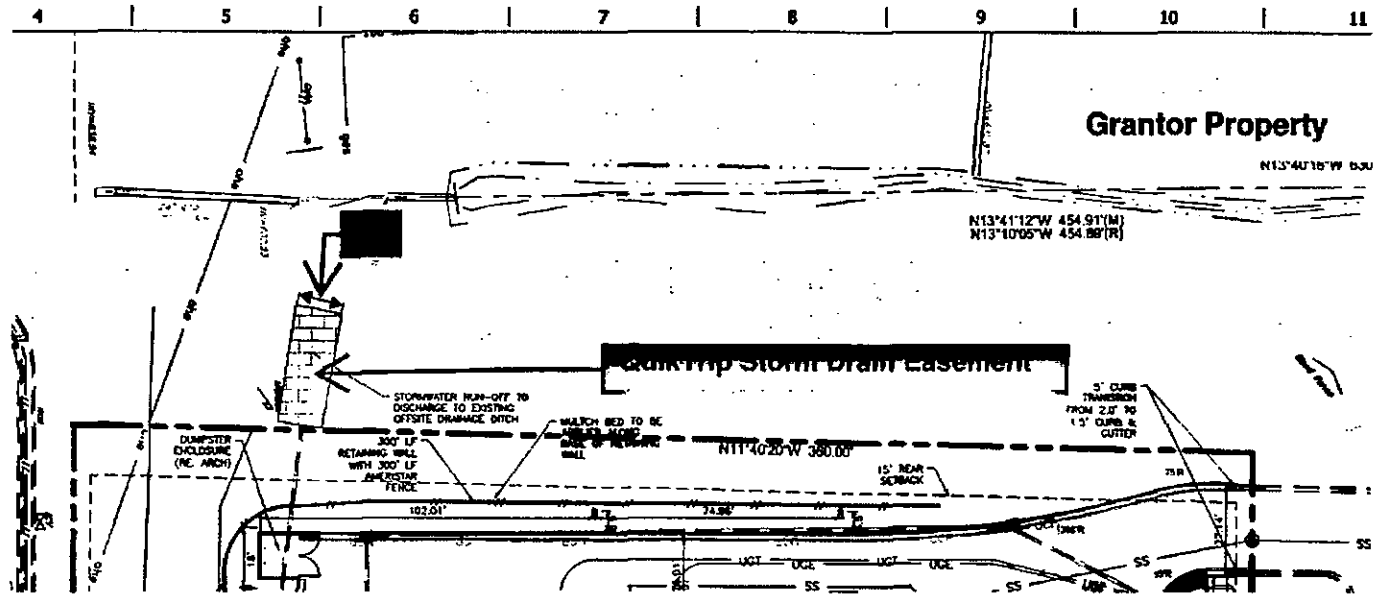


Exhibit E
"QuikTrip Temporary Construction Easement"

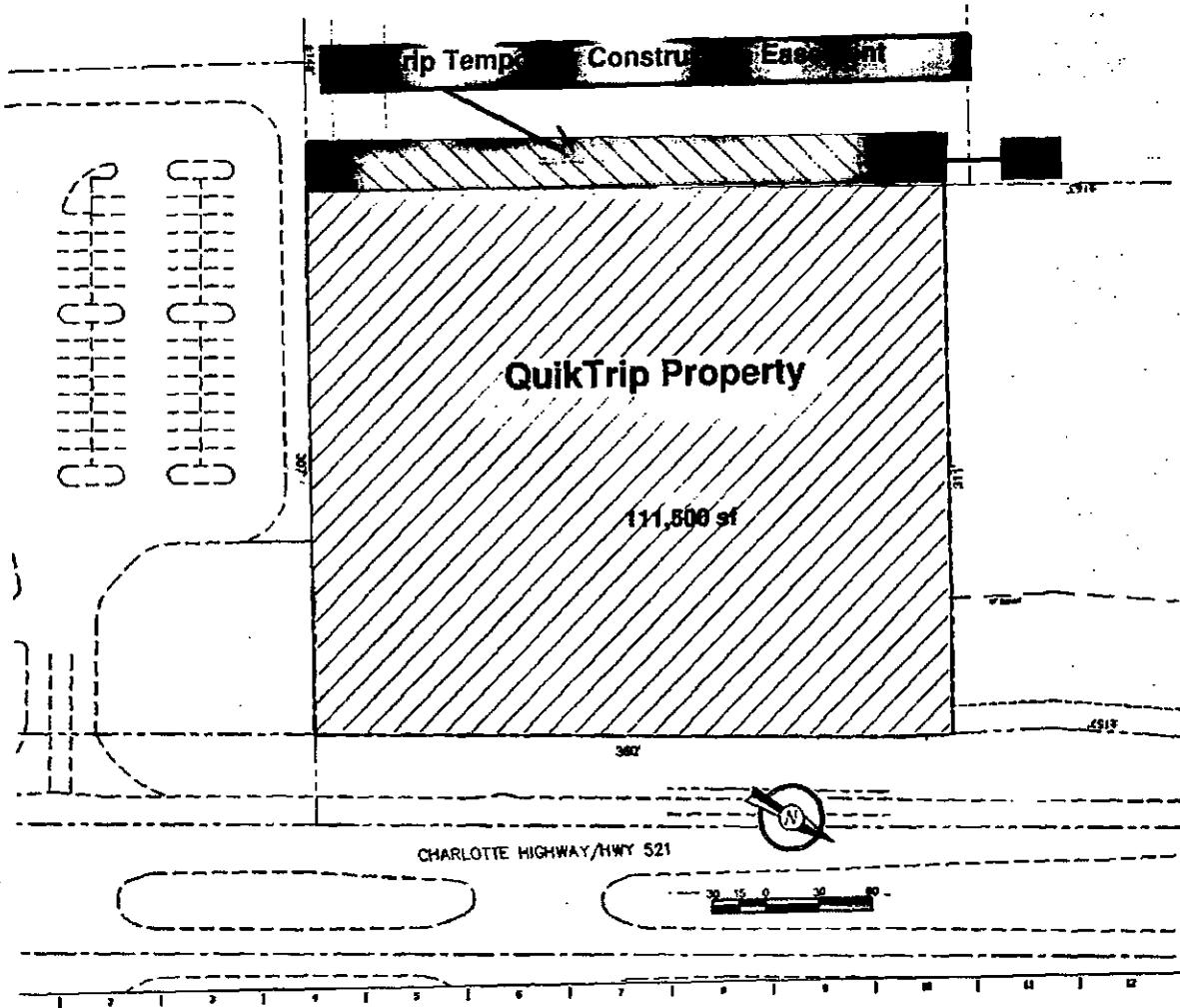


Exhibit F
"McGee Access Road"

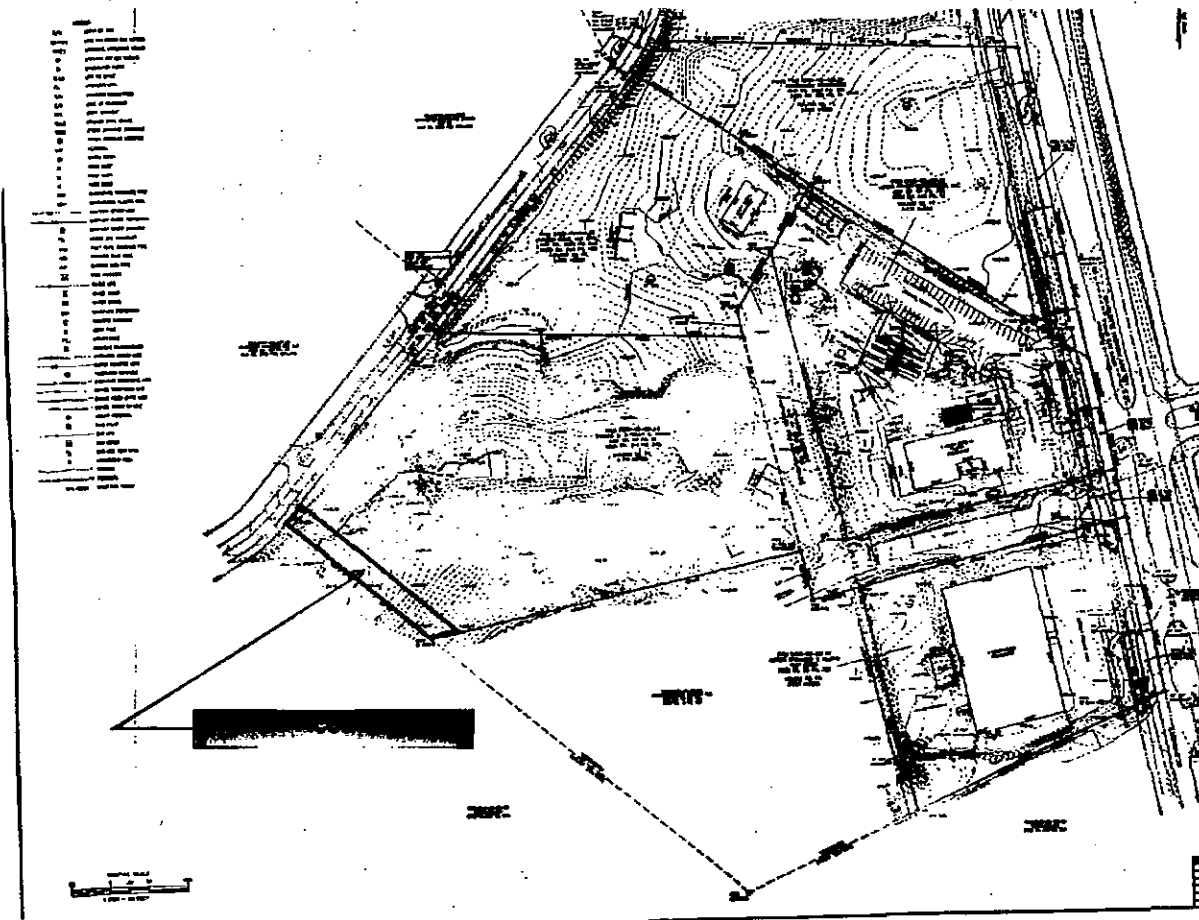


Exhibit "G"
"QuikTrip Slope Easement Area"

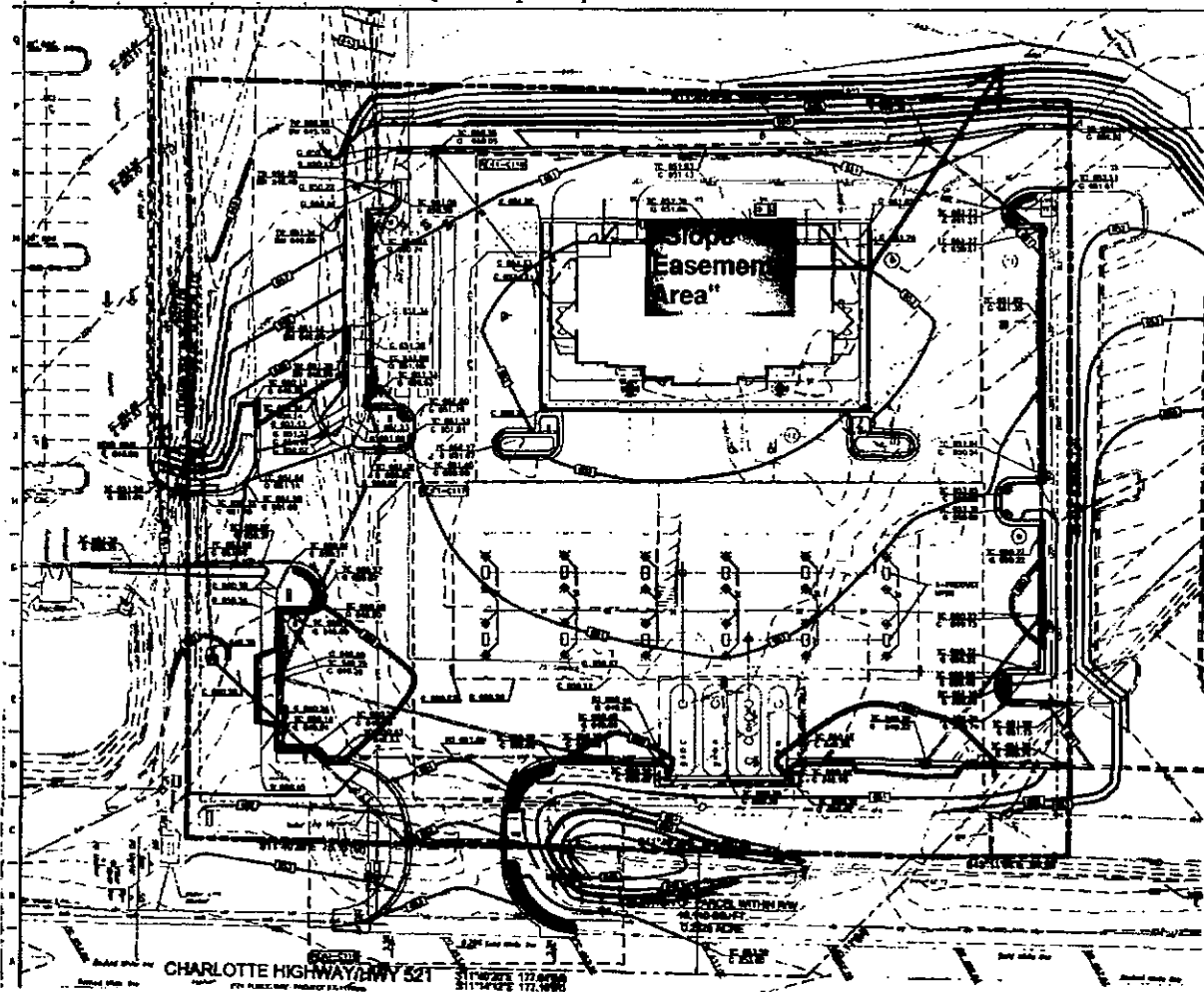
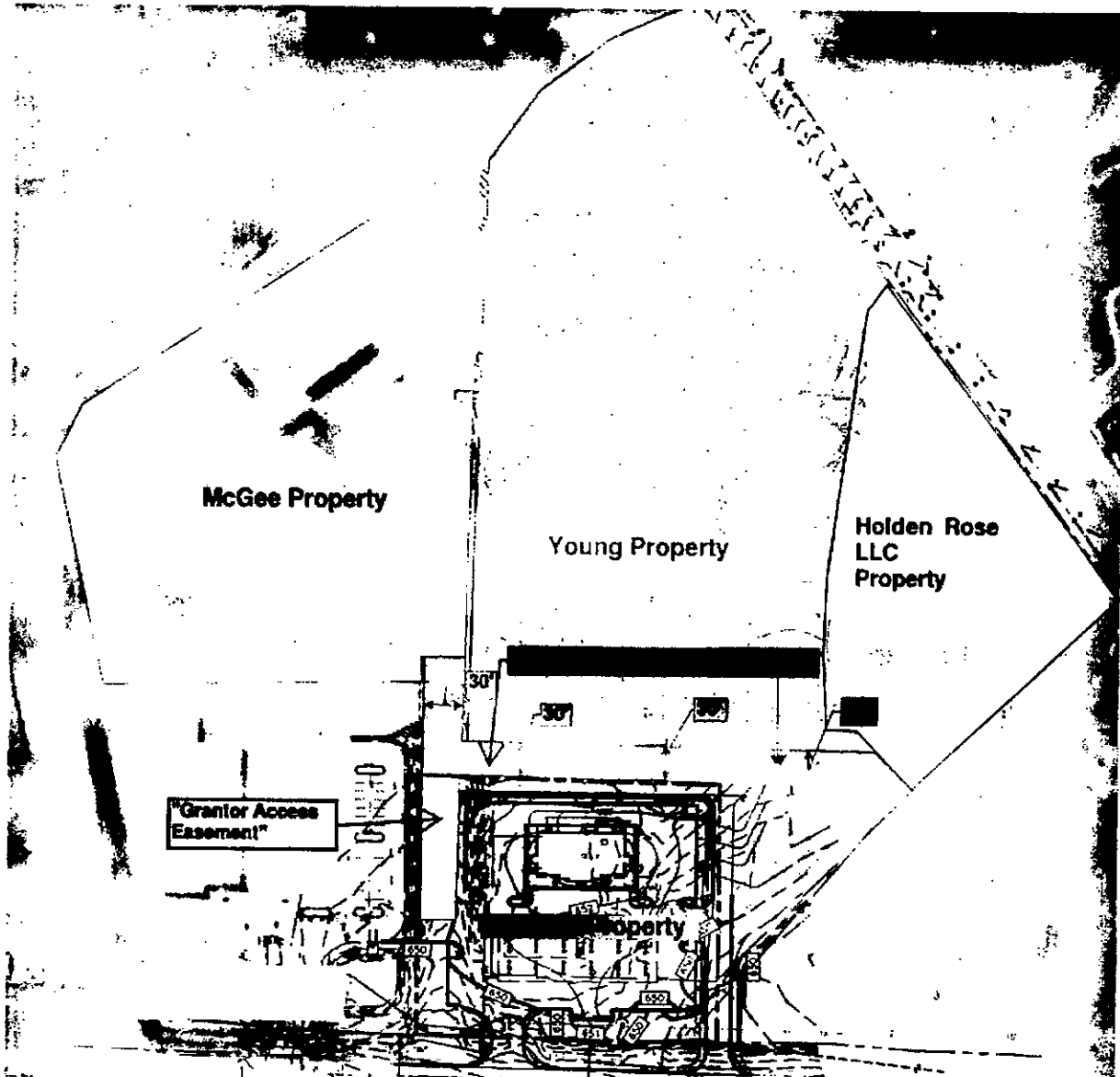


Exhibit H,
"Holden Rose Access Easement"



STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

AFFIDAVIT

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

Reciprocal Easement and Protective Covenant Agreement over real property located in Lancaster County and bearing County Tax Map Numbers 0008-00-061.03 and 0008-00-061.04 by and between QuikTrip Corporation and Young Family Enterprises, LLC, Holden Rose, LLC and McGee Brothers Company, Inc. dated December 20, 2012

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. seq. because the transfer is one in which no consideration was paid therefore. See § 12-24-10. No lands and improvements are being conveyed and consideration is less than \$100.00.

As required by S.C. Code Ann. Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney for QuikTrip Corporation.

I further 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.

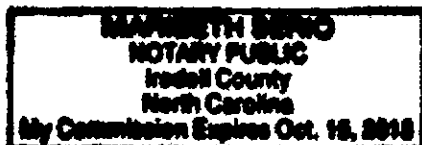


Responsible Person Connected with the Transaction

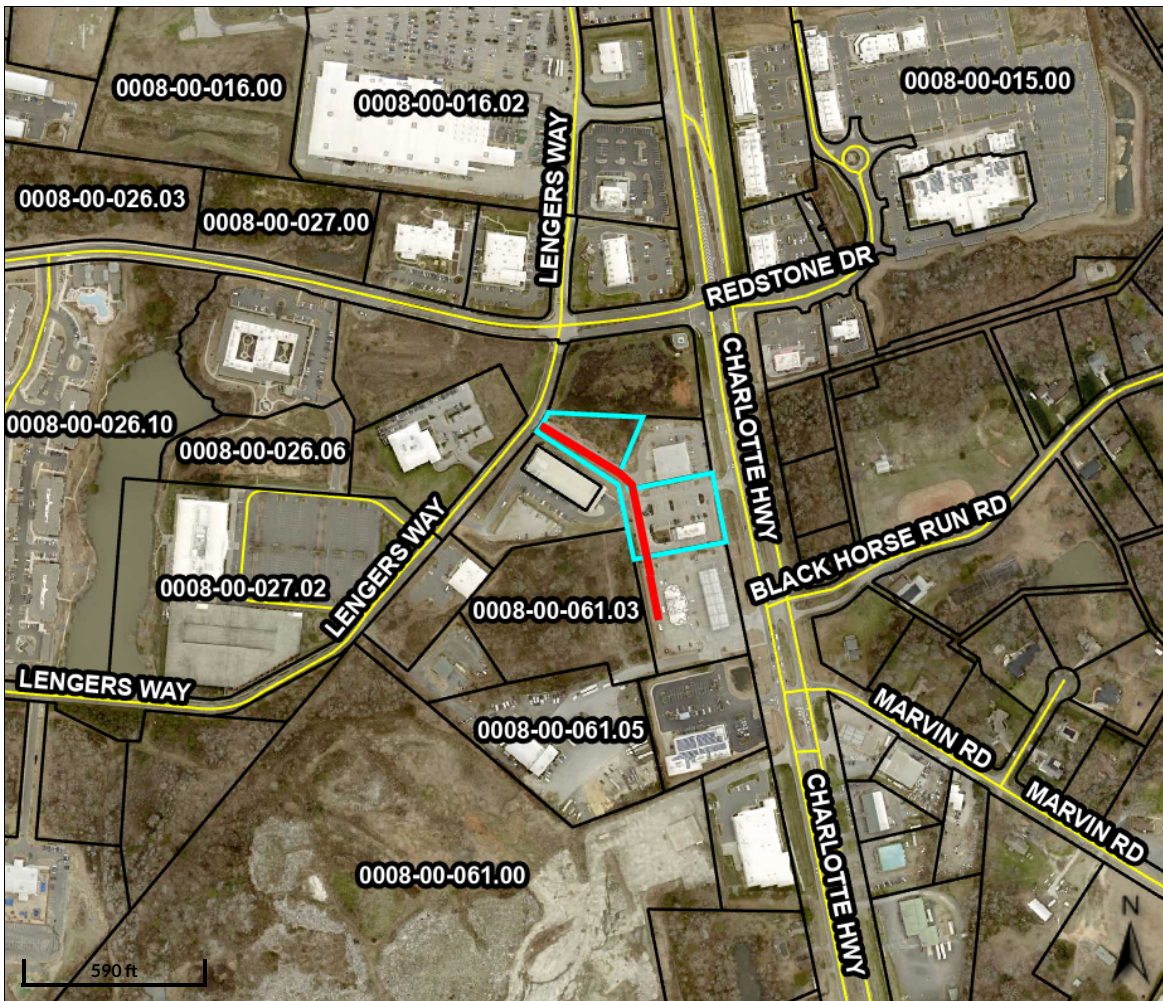
Printed Name: Daniel R. Visalli

SWORN to before me this 18th
day of December, 2012

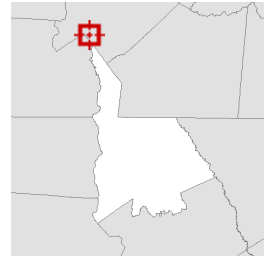
Charlene Sene
Notary Public for Irrell, North Carolina
My Commission Expires: 10-15-13



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Overview



Legend

- Parcels
- Roads

Parcel ID	0008-00-026.00	Owner	INDIAN LAND KFC PROPERTY	Last 2 Sales			
Class Code	Non Qualified		LLC	Date	Price	Reason	Qual
	Commercial		816 MILL ST	11/21/2011	\$850000	TRUE	Q
Taxing	County		CAMDEN, SC 29020			SALE	
District	INDIAN LAND		9615 CHARLOTTE HWY	6/27/2005	\$1085000	TRUE	Q
Land Size	2.66	ACRES	Physical Address			SALE	
			Assessed Value				

(Note: Not to be used on legal documents)

Date created: 12/6/2023

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GEOSPATIAL

Agenda Item Summary

Ordinance # / Resolution #: Discussion: Comp Plan Comments

Contact Person / Sponsor: J. Bryan

Department: Planning

Date Requested to be on Agenda: 12/7/2023

Points to Consider:

Agenda Item Summary

Ordinance # / Resolution #: Discussion: Continuing Education

Contact Person / Sponsor: J. Bryan

Department: Planning

Date Requested to be on Agenda: 12/7/2023

Points to Consider: