

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.14. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction; and Venue. (A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the Sixth (6th) Judicial Circuit of the State of South Carolina.

Section 5.16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.17. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

Section 5.18. Severability. If any provision in this Agreement or the application of any provision of this Agreement is held invalid, the invalidity shall apply only to the invalid provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the invalid provision would prevent or materially impair Developer's right or ability to complete performance of this Agreement, the Parties agree to use their best efforts to renegotiate that provision in order for Developer to complete performance of this Agreement.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date.

WITNESSES:

[Signature]
[Signature]

OWNER:

Wachovia Bank, N.A. Successor Trustee as trustee for the Julia Scott Smith Trust fbo John Scott Cramer et al, the Julia Scott Smith Trust fbo Stuart W. Cramer III et al, the Julia C. Smith Revocable Trust, and the Alice C. Tolson Revocable Trust

By: [Signature]
Name: David M. Parker
Title: Senior Vice President
Date: 1/9/09

WITNESSES:

[Signature]
[Signature]

DEVELOPER:

UHF Development, LLC,
a North Carolina Limited Liability Company

By: [Signature]
Name: H. G. Tolson, III
Title: member/manager
Date: 1/12/09

WITNESSES:

[Signature]
[Signature]
[Signature]
[Signature]

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: [Signature]
Fredrick A. Thomas
Chair, County Council
Date: 1-26-2009

By: [Signature]
Larry F. Honeycutt
Secretary, County Council
Date: 1-26-2009

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Veronica Thompson
First Witness Signs Again Here

Seal

SWORN to before me this
26 day of Jan, 2009.

Deane Rylee
Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 7-16-18

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**Exhibit A
Property Description**

411 Acre Collins Road Site

U.S. Trust Tract (411.777 Acres):

All that piece, parcel or tract of land lying, being and situate in Indian Land Township, Lancaster County, South Carolina, containing 411.777 acres, more or less as shown on a boundary survey by Spratt-Seaver, Inc, dated April, 1967, entitled property of "John Scott Cramer" and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 17 at page 210. Being on both sides of Six Mile Creek and fronting on the north side of SC Road No. S-29-65, a short distance east of its intersection with SC Highway 521 near Belair Church.

Being the property conveyed to Wachovia Bank, NA Successor Trustee by the following deeds:
An undivided 20.65555% interest from Bank of America, National Association, Successor Trustee recorded March 20, 2008 in Deed Book 456 at Page 40. An undivided 29.34445% interest from Bank of America, National Association Successor Trustee recorded March 20, 2008 in Deed book 456 at Page 25. An undivided 20.65555% interest from Bank of America, National Association, Successor Trustee recorded March 20, 2008 in Deed Book 456 Page 30. An undivided 29.34445% interest from Bank of America, National Association, Successor Trustee recorded March 20, 2008 in Deed Book 456 at Page 35. All recorded in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map No. 0010-00-00-061

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Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

<u>Years</u>	<u>Commercial Retail</u>	<u>Residential</u>
1-5	240,000 sq. ft.	450 units
6-10	<u>710,000</u> sq. ft.	<u>360</u> units
Total	950,000 sq. ft.	810 units

This Development Schedule is an estimate. The provisions of Section 1.07 of this Agreement apply to this exhibit.

NOTE: County and Developer acknowledge that development of the Property is limited to 616 residential units until the commencement of the commercial development of the Property. Upon the commencement of the commercial development of the Property, an additional 194 residential units may be developed.

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Exhibit D
Required Information

The Act and Ordinance No. 663 require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. 663.

- (A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners. The legal description of the Property is set forth in Exhibit A. Owner is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to develop the Property.*
- (B) *the duration of the agreement which must comply with Code Section 6-31-40. See Section 1.10.*
- (C) *a representation by the developer of the number of acres of highland contained in the property subject to the agreement. See Section 2.02.*
- (D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property. See Section 1.05.*
- (E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height. See Section 1.06 and Exhibit B.*
- (F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer. See Article IV, including specifically Section 4.06.*
- (G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement. Developer agrees to comply with all applicable environmental laws.*
- (H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. See Section 3.04.*
- (I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).*

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.*

(K) *a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.*

(L) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.*

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Section 3.01(B) and Exhibit E.*

(N) *a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.*

(O) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.*

(P) *a provision [relating to the amendment, cancellation, modification or suspension of the agreement]. See Section 5.02.*

(Q) *a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.*

(R) *a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.*

(S) *a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Register of Deeds. See Section 5.07.*

(T) *a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement. See Section 1.09(A).*

(U) *a provision addressing the conditions and procedures by which the agreement may be assigned. See Section 1.09(B), Section 3.05 and Section 5.14.*

Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 959 zoning the Property Planned Development District (PDD-26).
2. Ordinance No. 960, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of the Submission Date. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of the Submission Date of this Agreement. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.

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Exhibit 2

Lancaster County

Memo

To: Members of Lancaster County Council
Chris Karres, Planning Director and Staff Liaison for the Planning Commission
Steve Willis, County Administrator
Mike Ey, County Attorney
(VIA Hand Delivery and Email)

From: Debbie C. Hardin, Clerk to Council *DCH*

Date: 5/30/2012

Re: Proposed Amendment to the Development Agreement for the Collins Road Site

On May 30, 2012, I received the enclosed correspondence from Joshua B. Vann of Morton & Gettys, Attorneys at Law, regarding a proposed Amendment to the Development Agreement for the Collins Road Site and a proposed ordinance to be adopted in connection therewith.

Please note that the letter from Mr. Vann explains that the developer currently anticipates conveying a pump station site to Lancaster County Water and Sewer District and such conveyance contains certain easements and rights-of-way and these conveyances are being made in conjunction with the completion of the Publix shopping center adjacent to the property subject to the development agreement.

MORTON & GETTYS
ATTORNEYS AT LAW

JAMES M. MORTON

JOHN P. GETTYS, JR. *

MICHAEL B. SMITH †

JOSHUA B. VANN

ELIZABETH S. OWEN

J. RICHARDS MCCRAE, III

WALTER G. DUSKY §

MICHAEL K. HATCH ‡

SENT VIA FEDERAL EXPRESS, OVERNIGHT DELIVERY

May 29, 2012

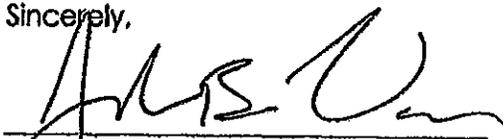
Mrs. Debbie Hardin, Clerk to Council
County Administration Building
101 North Main Street
Lancaster, SC 29721

RE: Proposed Amendment to Development Agreement for the Collins Road Site

Dear Mrs. Hardin:

Enclosed for consideration by Lancaster County Council, please find (i) a proposed first amendment to the development agreement for the Collins Road Site, and (ii) a proposed ordinance to be adopted by Lancaster County Council in connection therewith. The amendment, and ordinance adopting and approving it, is necessary because the developer, UHF Development Group, LLC, currently anticipates conveying a pump station site to Lancaster County Water and Sewer District in fee simple and conveying unto Lancaster County Water and Sewer District in connection therewith certain easements and rights-of-way. These conveyances are being made in conjunction with the completion of the Publix anchored shopping center which is adjacent to the real property subject to the development agreement. I look forward to Council's thoughts in this matter. Should you have any questions, please do not hesitate to give me a call. With kind regards, I remain

Sincerely,



Joshua B. Vann

cc: Michael Ey, Esq.
Hubie Tolson
Susan Causey
Mike Tomlinson, Esq.
Susan Driscoll, Esq.
(via e-mail only)

Certified Civil Court Mediator *
Certified Family Court Mediator †
Licensed in NC & SC §
Licensed in NC, SC, GA, & FL ‡
(GA & FL inactive)

ROCK HILL OFFICE

334 Oakland Avenue
Post Office Box 707
Rock Hill, SC 29731
office 803.366.3388
fax 803.324.3768

INDIAN LAND OFFICE

7580 Charlotte Highway
Highway 521, Suite 700
Fort Mill, SC 29707
office 803.548.5646
fax 803.547.4044

YORK OFFICE

616 E Liberty Street
Post Office Box 176
York, SC 29745
office 803.684.9604
fax 803.684.4932

www.mortongettys.com

A LIMITED LIABILITY COMPANY

WHEREAS, the Development Agreement is recorded in the chain of title to the Collins Road Site development which means that any interest in the Collins Road Site development acquired by District for purposes of water and sewer infrastructure and related appurtenances would be subject to the terms, covenants and conditions of the Development Agreement;

WHEREAS, since the date of the Development Agreement, the trustee for the Owner merged with another entity and thus has a new name; and

WHEREAS, the purpose of this First Amendment is to provide that the District, as a successor in title to the Developer, is not responsible for the performance of any of the Developer's obligations under the Development Agreement, including the payment of any obligations, for any interest in the Collins Road Site development acquired by District for purposes of water and sewer infrastructure and related appurtenances and it is the further purpose of this First Amendment to update the name of the Owner.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, Developer, Owner and County agree as follows:

Section 1. Section 1.02(A)(12) of the Development Agreement is amended to read:

“(12) ‘Owner’ means ~~Wachovia Bank, N.A. Successor Trustee as trustee for the Julia Scott Smith Trust fbo John Scott Cramer et al, the Julia Scott Smith Trust fbo Stuart W. Cramer III et al, the Julia C. Smith Revocable Trust, and the Alice C. Tolson Revocable Trust~~ Wells Fargo Bank, N.A., a national banking association, as successor-by-merger to Wachovia Bank, N.A., as Successor Trustee under (i) the Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of Stuart W. Cramer, III, (ii) the Revocable Trust Agreement with Alice C. Tolson dated September 21, 1990, (iii) Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of John Scott Cramer, and (iv) Revocable Trust Agreement with Julia C. Smith dated December 30, 1998.”

Section 2. Section 1.09(B) of the Development Agreement is amended to read:

“(B) Except for the owners and lessees of individual commercial or residential lots who are the end users and not developers thereof, ~~and except for any easements, deeds and dedications of water and sewer infrastructure and other appurtenances granted to the Lancaster County Water and Sewer District,~~ any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.”

Section 3. Section 2.01 of the Development Agreement, relating to Representations and Warranties of County, is amended by adding:

“(D) The County represents that it has approved the First Amendment to this Agreement in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other

applicable state law. The County represents that prior to the final reading of the ordinance approving the First Amendment to this Agreement that at least two public hearings were held after publication of the required notices and the publication of a notice of intent to consider a proposed amendment to the Agreement.”

Section 4. Section 2.02 of the Development Agreement, relating to Representations and Warranties of Developer, is amended by adding:

“(D) Developer represents that, as of the date of the First Amendment to this Agreement, it has contractual rights to develop the Property. Owner represents that, as of the date of the First Amendment to this Agreement, it is the only legal and equitable owner of the Property, except to the extent that (i) Developer has a contractual right to develop the Property or (ii) Owner has agreed to convey any interest in the Property to the Lancaster County Water and Sewer District, subject to the acceptance and recording of the interest in the Property by the Lancaster County Water and Sewer District neither of which has occurred as of the date of this First Amendment.”

Section 5. Exhibit E to the Development Agreement is amended to read:

**“Exhibit E
Laws and Land Development Regulations**

1. Ordinance No. 959 zoning the Property Planned Development District (PDD-26).
2. Ordinance No. 960, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of the Submission Date. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of the Submission Date of this Agreement. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. _____ approving the First Amendment to this Development Agreement.”

Section 6. Developer, Owner and County agree that Developer shall record this First Amendment with the County Register of Deeds within fourteen (14) days of the date this First Amendment is made and entered into.

Section 7. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than August 30, 2012, for the County’s unreimbursed costs related to this First Amendment. County and Developer agree that the foregoing cost reimbursement is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663. Developer’s foregoing reimbursement obligation is capped at three thousand five hundred dollars (\$3500.00).

Section 8. Upon execution of this First Amendment by Developer, Owner and County, the Development Agreement consists of the Development Agreement as originally executed and recorded as amended by this First Amendment. The Development Agreement, as amended by this First Amendment, remains in full force and effect. To the extent that any of the terms of the Development Agreement conflict with this First Amendment, then the terms of this First Amendment shall control.

IN WITNESS WHEREOF, Developer, Owner and County have caused their respective names to be subscribed hereto, all as of the date set forth above as the date this First Amendment is made and entered into.

SIGNATURE PAGES FOLLOW.

WITNESSES:

DEVELOPER:

UHF Development, LLC,
a North Carolina Limited Liability Company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named UHF Development Group, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
___ day of _____, 2012.

Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires: _____

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. _____

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND AMONG UHF DEVELOPMENT GROUP, LLC, WACHOVIA BANK, N.A. SUCCESSOR TRUSTEE FOR CERTAIN TRUSTS AND LANCASTER COUNTY, RELATING TO THE COLLINS ROAD SITE DEVELOPMENT, SO AS TO PROVIDE FOR THE AFFECT UNDER THE DEVELOPMENT AGREEMENT OF THE ACCEPTANCE BY THE LANCASTER COUNTY WATER AND SEWER DISTRICT OF EASEMENTS, DEEDS AND DEDICATIONS OF WATER AND SEWER INFRASTRUCTURE AND OTHER APPURTENANCES; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE FIRST AMENDMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. (A) The Council finds that:

(1) By passage of Ordinance No. 960, Council approved a Development Agreement by and among UHF Development Group, LLC ("Developer"), Wachovia Bank, N.A. successor trustee for certain trusts ("Owner"), and Lancaster County ("County") for the Collins Road Site development (the "Development Agreement").

(2) The Development Agreement is recorded in the office of the Register of Deeds in Deed Book 503, Pages 1-24.

(3) The Developer for the Collins Road Site is providing for the installation of water and sewer infrastructure which will be conveyed upon completion and acceptance to the Lancaster County Water and Sewer District ("District").

(4) District policy provides that it will accept easements, deeds and dedications of water and sewer infrastructure and other appurtenances, on or within a development, only if it can be conveyed free and clear of any and all liens, claims or encumbrances.

(5) The Development Agreement provides that successors in interest to the Developer are responsible for the Developer's obligations when property is transferred.

(6) Since the date of the Development Agreement, the trustee for the Owner merged with another entity and thus has a new name.

(7) The Developer, Owner and District now seek to amend the Development Agreement to provide that the District is not responsible for performance of the Developer's obligations under the Development Agreement when easements, deeds and dedications of water and sewer infrastructure and other appurtenances are granted to the District and to update the name of the Owner.

Ordinance No. _____
Page 1 of 4
COLUMBIA 1075841v2

(8) County Council may amend the Development Agreement by adhering to the statutory requirements for the approval of development agreements and by approving an amendment to the Development Agreement.

(B) The purpose of this ordinance is to approve a First Amendment to the Development Agreement consistent with the findings in this section.

Section 2. The Chair and Secretary of the Council are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the First Amendment to the Development Agreement by and among UHF Development Group, LLC, Wachovia Bank, N.A. Successor Trustee and Lancaster County (the "First Amendment"). The form of the First Amendment is attached hereto as Exhibit A and all terms, provisions and conditions of the First Amendment are incorporated herein by reference as if the First Amendment were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the First Amendment and all of its terms, provisions and conditions. The First Amendment is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the First Amendment attached to this ordinance.

Section 3. The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the First Amendment and the performance of all obligations of the County under and pursuant to the First Amendment.

Section 4. If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 5. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 6. This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

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AND IT IS SO ORDAINED, THIS 9th DAY OF JULY, 2012.

LANCASTER COUNTY, SOUTH CAROLINA

Kathy G. Sistare, Chair, County Council

D.W. "Cotton" Cole, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	June 11, 2012	Tentative
Second Reading:	June 25, 2012	Tentative
Public Hearing:	July 9, 2012	Tentative
Third Reading:	July 9, 2012	Tentative

Approved as to form:

County Attorney

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Ordinance No. _____
Page 3 of 4
COLUMBIA 1075841v2

Exhibit A to Ordinance No. _____

**First Amendment
to the
Development Agreement
Collins Road Site**

See attached.

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Ordinance No. _____
Page 4 of 4
COLUMBIA 1075841v2

Exhibit 2

2012011459
 AFFIDAVIT
 RECORDING FEES \$13.00
 PRESENTED & RECORDED:
 08-29-2012 01:01 PM
 JOHN LANE
 REGISTER OF DEEDS
 LANCASTER COUNTY, SC
 By: SHANA HIGGINS RS1
 BK: DEED 684
 PG: 232-238

(Space above this line for recording use)

STATE OF SOUTH CAROLINA)
) FIRST AMENDMENT TO THE
) DEVELOPMENT AGREEMENT
 COUNTY OF LANCASTER) COLLINS ROAD SITE

A Development Agreement, dated December 1, 2008, for the Collins Road Site development was entered into by and among UHF DEVELOPMENT GROUP, LLC ("Developer"), a North Carolina limited liability company, WACHOVIA BANK, N.A. SUCCESSOR TRUSTEE AS TRUSTEE FOR THE JULIA SCOTT SMITH TRUST FBO JOHN SCOTT CRAMER ET AL, THE JULIA SCOTT SMITH TRUST FBO STUART W. CRAMER III ET AL, THE JULIA C. SMITH REVOCABLE TRUST, AND THE ALICE C. TOLSON REVOCABLE TRUST ("Owner"), and the COUNTY OF LANCASTER (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina (the "Development Agreement"). The Development Agreement is recorded in the records of the Lancaster County Register of Deeds in Deed Book 503, Pages 1-24. Section 5.02 of the Development Agreement provides that amendments to the Development Agreement must be in writing and, for the amendment to be effective, it must be signed by the party against whom the amendment is sought to be enforced.

This FIRST AMENDMENT (the "First Amendment") to the Development Agreement is made and entered into as of the 9th day of July, 2012, by and among Developer, Owner and County.

RECITALS

WHEREAS, Lancaster County Water and Sewer District (District), a unit of local government separate and distinct from County, is the provider of water and sewer to the Collins Road Site development;

WHEREAS, District requires that it accept easements, deeds and dedications of water and sewer infrastructure and other appurtenances, on or within a development, free and clear of any and all liens, claims or encumbrances;

WHEREAS, the Development Agreement is recorded in the chain of title to the Collins Road Site development which means that any interest in the Collins Road Site development acquired by District for purposes of water and sewer infrastructure and related appurtenances would be subject to the terms, covenants and conditions of the Development Agreement;

WHEREAS, since the date of the Development Agreement, the trustee for the Owner merged with another entity and thus has a new name; and

WHEREAS, the purpose of this First Amendment is to provide that the District, as a successor in title to the Developer, is not responsible for the performance of any of the Developer's obligations under the Development Agreement, including the payment of any obligations, for any interest in the Collins Road Site development acquired by District for purposes of water and sewer infrastructure and related appurtenances and it is the further purpose of this First Amendment to update the name of the Owner.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, Developer, Owner and County agree as follows:

Section 1. Section 1.02(A)(12) of the Development Agreement is amended to read:

“(12) ‘Owner’ means Wells Fargo Bank, N.A., a national banking association, as successor-by-merger to Wachovia Bank, N.A., as Successor Trustee under (i) the Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of Stuart W. Cramer, III, (ii) the Revocable Trust Agreement with Alice C. Tolson dated September 21, 1990, (iii) Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of John Scott Cramer, and (iv) Revocable Trust Agreement with Julia C. Smith dated December 30, 1998.”

Section 2. Section 1.09(B) of the Development Agreement is amended to read:

“(B) Except for the owners and lessees of individual commercial or residential lots who are the end users and not developers thereof, and except for any easements, deeds and dedications of water and sewer infrastructure and other appurtenances granted to the Lancaster County Water and Sewer District, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.”

Section 3. Section 2.01 of the Development Agreement, relating to Representations and Warranties of County, is amended by adding:

“(D) The County represents that it has approved the First Amendment to this Agreement in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law. The County represents that prior to the final reading of the ordinance approving the First Amendment to this Agreement that at least two public hearings were held

after publication of the required notices and the publication of a notice of intent to consider a proposed amendment to the Agreement.”

Section 4. Section 2.02 of the Development Agreement, relating to Representations and Warranties of Developer, is amended by adding:

“(D) Developer represents that, as of the date of the First Amendment to this Agreement, it has contractual rights to develop the Property. Owner represents that, as of the date of the First Amendment to this Agreement, it is the only legal and equitable owner of the Property, except to the extent that (i) Developer has a contractual right to develop the Property or (ii) Owner has agreed to convey any interest in the Property to the Lancaster County Water and Sewer District, subject to the acceptance and recording of the interest in the Property by the Lancaster County Water and Sewer District neither of which has occurred as of the date of this First Amendment.”

Section 5. Exhibit E to the Development Agreement is amended to read:

**“Exhibit E
Laws and Land Development Regulations**

1. Ordinance No. 959 zoning the Property Planned Development District (PDD-26).
2. Ordinance No. 960, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of the Submission Date. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of the Submission Date of this Agreement. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. 1150 approving the First Amendment to this Development Agreement.”

Section 6. Developer, Owner and County agree that Developer shall record this First Amendment with the County Register of Deeds within fourteen (14) days of the date this First Amendment is made and entered into.

Section 7. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than August 30, 2012, for the County’s unreimbursed costs related to this First Amendment. County and Developer agree that the foregoing cost reimbursement is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663. Developer’s foregoing reimbursement obligation is capped at three thousand five hundred dollars (\$3500.00).

Section 8. Upon execution of this First Amendment by Developer, Owner and County, the Development Agreement consists of the Development Agreement as originally executed and recorded as amended by this First Amendment. The Development Agreement, as amended by this First Amendment, remains in full force and effect. To the extent that any of the terms of the Development Agreement conflict with this First Amendment, then the terms of this First Amendment shall control.

IN WITNESS WHEREOF, Developer, Owner and County have caused their respective names to be subscribed hereto, all as of the date set forth above as the date this First Amendment is made and entered into.

SIGNATURE PAGES FOLLOW.

Exhibit B

Property Location

MECKLENBURG

COUNTY

A
B
C
D
E
F

160

521

75

521

Pleasant Valley

Hancock

Waxhaw

Caroline Acres Rd
Harrisburg Rd

Andrew Kell Rd

Fort Mill Hwy

Marvin Rd

Henry Harris Rd

Stacy Howie Rd

Indian Land Elem High Sch

Shely Mullis Rd

Henry Harris Rd

Long Rd

Wilson Rd

Twelve Mile Rd

Charles Pettus Rd

Henry Harris Rd

Jim Wilson Rd

Twelve Mile Rd

Hwy 75

Hancock Waxhaw

Hancock

Waxhaw

Vincent Rd

521

Withers Rd

Sugar

Barberville

Calvin Hall Rd

Old Bailes Rd

Hollow Rd

Possum Creek

Doby's Bridge

River Rd

Shely Mullis Rd

Mile Rd

Henry Harris Rd

Long Rd

Wilson Rd

Twelve Mile Rd

Hwy 75

Hancock

Waxhaw

Vincent Rd

Withers Rd

521

Waxhaw

Waxhaw

Waxhaw

Bubba Carr Rd

Levi

Bonta Ln

C

En Ln

Ched

90

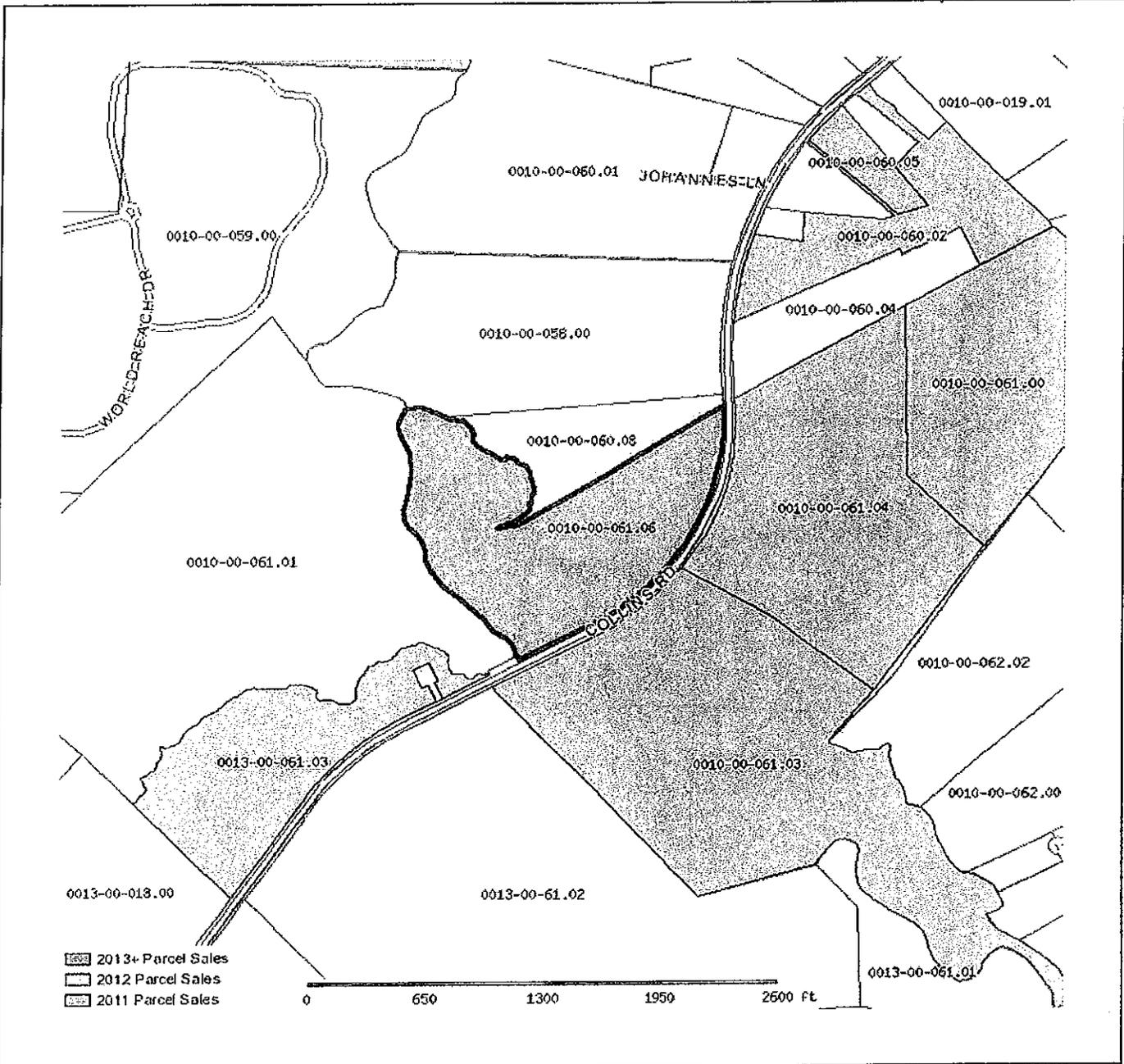
Eye Dist

Dist

Treetops

Danc

Waxhaw

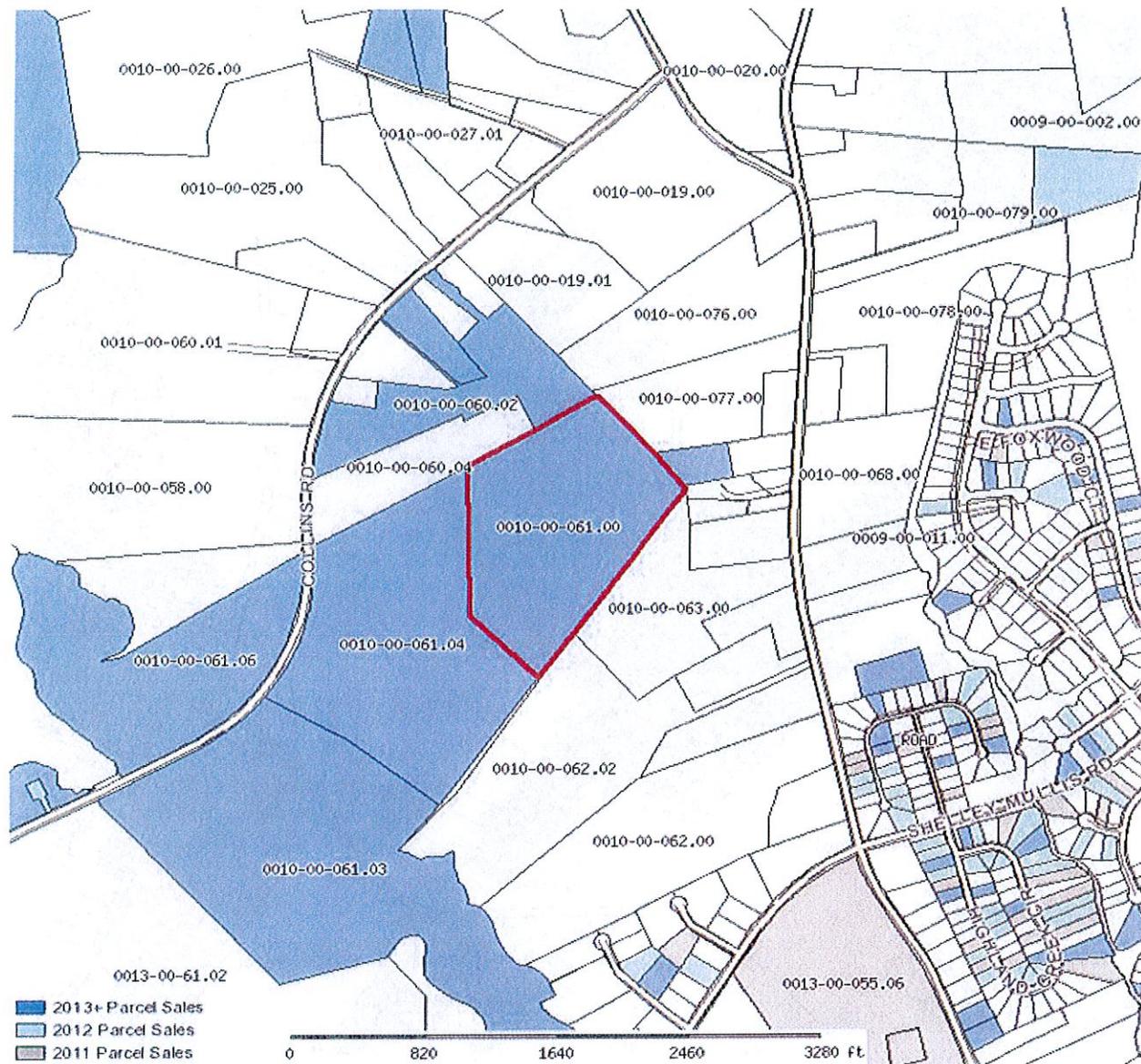


Lancaster County Assessor			
Parcel: 0010-00-061.06 Acres: 34.85			
Name	SIX MILE INVESTMENTS LLC	Land Value	\$1,227,962.00
Site	COLLINS RD	Improvement Val	\$0.00
Sale	\$\$\$1,203,400 on 07-2013 Vacant= Qual=0	Accessory Value	\$0.00
Mail	114 E MAIN ST STE 103 ROCK HILL, SC 29730	Total Value	\$1,227,962.00



The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LANCASTER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 01/10/14 : 12:00:09

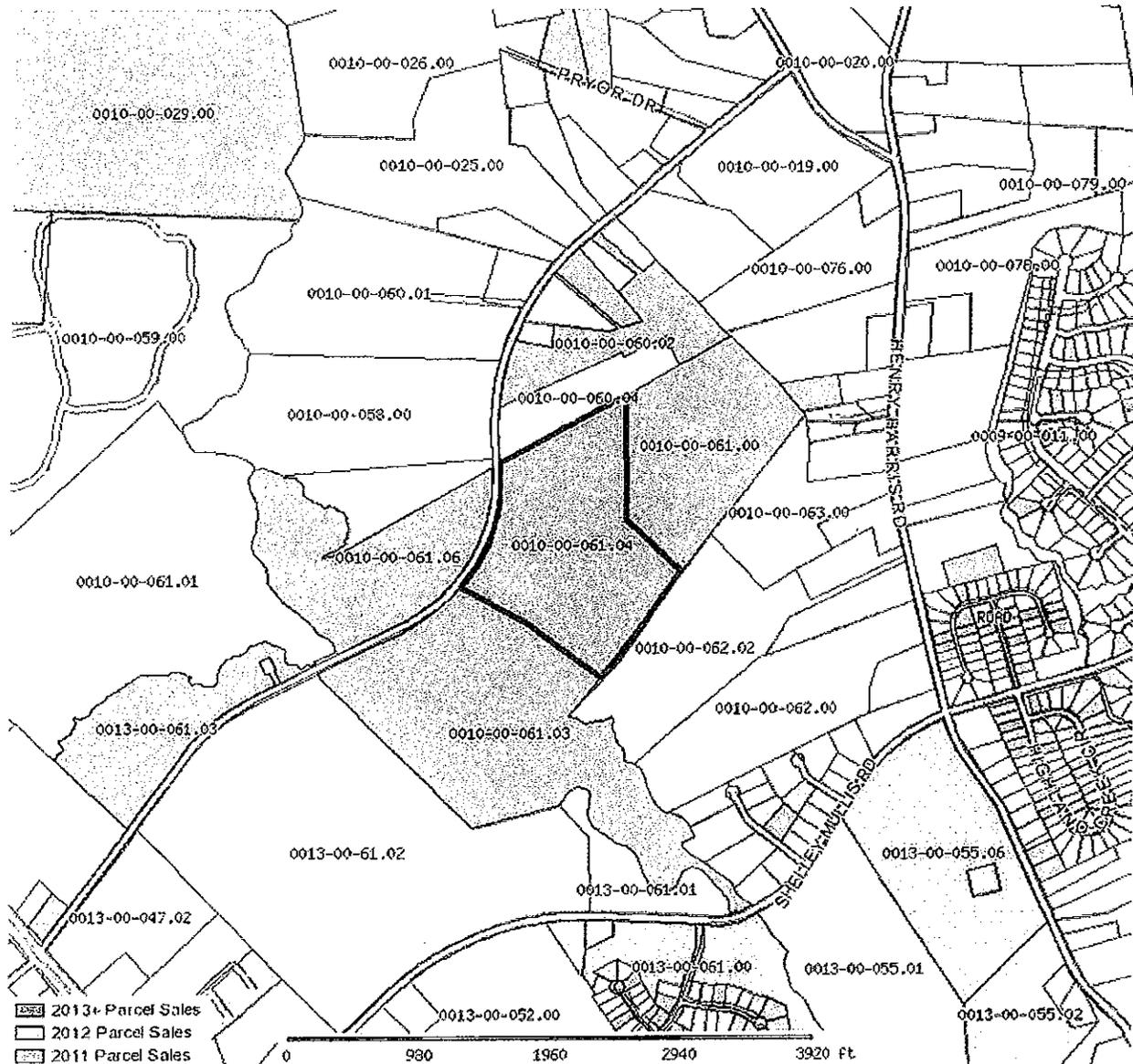


Lancaster County Assessor			
Parcel: 0010-00-061.00 Acres: 33.56			
Name:	INDIAN LAND INVESTMENTS LLC	Land Value	\$1,182,915.00
Site:	HWY 126	Improvement Val	\$0.00
Sale:	\$\$1,203,400 on 07-2013 Vacant= Qual=0	Accessory Value	\$0.00
Mail:	114 E MAIN ST STE 103 ROCK HILL, SC 29730	Total Value	\$1,182,915.00



The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LANCASTER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 01/10/14 : 12:00:49



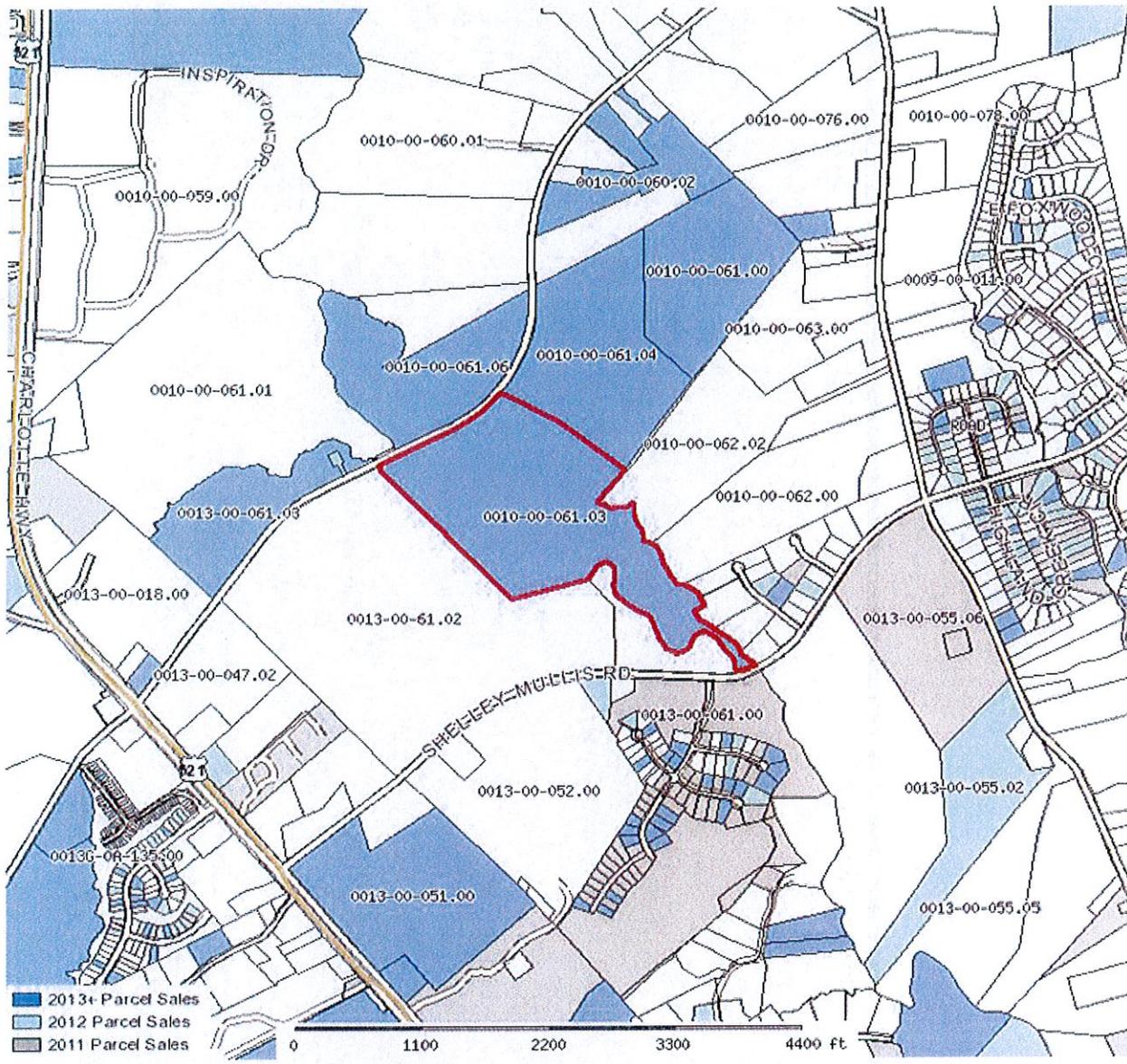
- 2013+ Parcel Sales
- 2012 Parcel Sales
- 2011 Parcel Sales

0 980 1960 2940 3920 ft

Lancaster County Assessor			
Parcel: 0010-00-061.04 Acres: 43.28			
Name	ILTCP INC	Land Value	\$1,522,338.00
Site	COLLINS RD	Improvement Val	\$0.00
Sale	\$\$\$1,778,241 on 07-2013 Vacant= Qual=0	Accessory Value	\$0.00
Well	114 E MAIN ST STE 103 ROCK HILL, SC 29730	Total Value	\$1,522,338.00



The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LANCASTER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
Date printed: 01/10/14 : 12:01:45

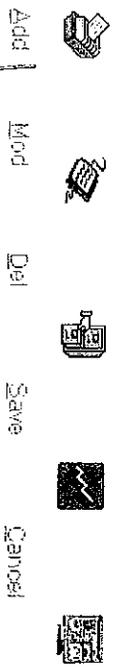


Lancaster County Assessor			
Parcel: 0010-00-061.03 Acres: 65.5			
Name:	SIX MILE CREEK INVESTMENTS LLC	Land Value	\$2,298,609.00
Site:	COLLINS RD	Improvement Val	\$0.00
Sale:	\$\$2,488,511 on 07-2013 Vacant= Qual=1	Accessory Value	\$0.00
Mail:	114 EAST MAIN ST STE 103 ROCK HILL, SC 29730	Total Value	\$2,298,609.00



The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LANCASTER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 01/10/14 : 12:02:19



Indexed By

Parcel ID

Card #



Exhibit 5

Parcel ID: 0010-00-061.06

Account: 91110
 Sticker #:
 Location: COLLINS RD Indian Land
 Land Use: NCOR - CorpAg
 Owner #1: SIX MILE INVESTMENTS, LLC

Card: 1/1
 District: 01 - County
 Ent. Parcel Area: 34.849 - AC
 Neigh: 01 - 01
 Own Type:

Market Adj Value

Calc. Land Area: 34.849
 Full Market Value: 1,227,962
 Full Land Value: 1,227,962
 Building Value:
 Yard Items:
 Land Value: 4,252
 Total Value: 4,252
 Assessed Value: 255
 Capped Total: 1,227,962



Year 2012

Legal Description

Sales Information

Grantor: WELLS FARGO BANK TRUSTEE TRUST B
 Sale Price: 1,203,400
 Sale Date: 7/31/2013
 Legal Ref: 745-307
 Sold Vacant: No

Reval / Market Districts:

01

Narrative Description

This Parcel contains 34.849 AC of land mainly classified as CorpAg

Office Notes

Notes

Open

1/10/2014

1:35 PM

Move to Next Record Card

91110

QuickList

No Picture Available

No Map Available

No Sketch Available

Add Mod Del Save Cancel

Indexed By

Parcel ID

Card #



Parcel ID: 0010-00-061.00

Account: 1400
 Sticker #:
 Location: HWY 126 Lancaster
 Land Use: NCOR - CorpAg
 Owner #1: INDIAN LAND INVESTMENTS LLC

Card: 1/1
 District: 01 - County
 Ent. Parcel Area: 33,558 - AC
 Neigh: 01 - 01
 Own Type:

Market Adj Value

Current

Year 2012

Legal Description

Calc. Land Area:	33,558	312,308	
Full Market Value:	1,182,915	10,916,865	
Building Value:	1,182,915	10,916,865	
Yard Items:			
Land Value:	4,094	38,102	
Total Value:	4,094	38,102	
Assessed Value:	246	2,286	
Capped Total:	4,094	10,916,865	

Reval / Market Districts: 01
Narrative Description

Sales Information

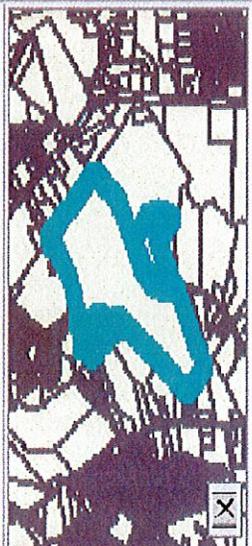
Grantor: WELLS FARGO BANK TRUSTEE,TRUSTA
 Sale Price: 1,203,400
 Sale Date: 7/31/2013
 Legal Ref: 745-302
 Validity: 0
 Sold Vacant: No

Office Notes Notes

Open 1/10/2014 1:36 PM

1400 QuickList

No Picture Available



No Sketch Available

Parcel ID: 0010-00-061.03

Account: 91108

Sticker #:

Location: COLLINS RD Indian Land

Land Use: NCOB - Corpag

Owner #1: SIX MILE CREEK INVESTMENTS LLC

Card: 1/1

District: 01 - County

Ent. Parcel Area: 65.505 - AC

Neigh: 01 - 01

Own Type:

Year 2012

Legal Description

Market Adj Value

Calc. Land Area: 65.505

Full Market Value: 2,298,509

Building Value: 2,298,509

Yard Items:

Land Value: 7,992

Total Value: 7,992

Assessed Value: 480

Capped Total: 2,298,609

Sales Information

Grantor: WELLS FARGO BANK TRUSTEE JULIA C SMITH

Sale Price: 2,488,511

Sale Date: 7/30/2013

Legal Ref: 745-292

Reval / Market Districts: 01

Narrative Description

This Parcel contains 65.505 AC of land mainly classified as Corpag.

Office Notes Notes

Open 1/10/2014 1:35 PM

No Picture Available

No Map Available

No Sketch Available

91108 QuickList

Indexed By Parcel ID Card #

Mod Del Save Cancel

Shipping

Parcel ID: 0010-00-061.04

Account: 91109
 Sticker #:
 Location: COLLINS RD Indian Land
 Land Use: NCOR - CorpAg
 Owner #1: ILTCP INC



Card: 1/1
 District: 01 - County
 Ent. Parcel Area: 43.282 -
 Neigh: 01 - 01
 Own Type:

Year 2012
 Legal Description

Market Adj Value

Calc. Land Area: 43.282
 Full Market Value: 1,522,338
 Full Land Value: 1,522,338
 Building Value:
 Yard Items:
 Land Value: 5,280
 Total Value: 5,280
 Assessed Value: 317
 Capped Total: 1,522,338

Sales Information

Grantor: WELLS FARGO BANK TRUSTEE, STEWART W
 Sale Price: 1,778,241
 Sale Date: 7/31/2013
 Legal Ref: 745-297

Reval / Market Districts: 01
 Narrative Description
 This Parcel contains 43.282 of land mainly classified as CorpAg

Office Notes Notes

Open 1/10/2014 1:35 PM 91109 QuickList

No Picture Available

No Map Available

No Sketch Available

From: Matt Levesque [mlevesque@espassociates.com]
Sent: Thursday, January 09, 2014 9:04 AM
To: JUDY E BOONE
Cc: Penelope Karagounis; Danis Simmons
Subject: RE: QueensBridge

Elaine,

Good morning, thanks for the update and comments. I included answers/updates below in green to assist with the discussion. I will also call you to discuss some of the details further.

Please look over and let me know if you have any questions.

Once again thanks so much for all of your help,

Matt

From: JUDY E BOONE [mailto:eboone@lancastercountysc.net]
Sent: Wednesday, January 08, 2014 11:24 AM
To: Matt Levesque
Cc: Penelope Karagounis
Subject: QueensBridge
Importance: High

Matt,

Penelope and I looked over the QueensBridge Plan and we do have a few questions:

1. We need something stating that Pulte is the property owner. – We can get a letter from Hubie representing the property owner. I will email that ASAP.
2. Village “E” was originally 160 MF units what village will they be relocated in “F”? – This is still to be determined as future phases develop.
3. The Holland property we had discussed about an additional 10 foot not required, but this was discussed at the Planning Commission meeting when this was approved. You said you were going to talk with HubieTolson. – They are showing what is required in the PDD which is 40 feet. That is what was preferred by the property owner and Pulte. Not sure where the 50 feet is coming from since it wasn’t in the approved documents which occurs well after the Planning Commission. How should we address this?
4. We need an accumulative total of what is according to the PDD -20 Ordinance showing what was actually approved vs. what’s actually being built in that particular village. – A summary will be emailed to your attention. The maximum total unit count will be the same and we can show how each Village was adjusted.
5. What plans are for Village “D”? – That is not part of the Current proposal so today it is still listed as future development and to be determined.
6. Comments from Lancaster County Water And Sewer District, SCDOT and the Lancaster County School District. – A soon as we receive comments back we will be sure to send to your attention.
7. Who did you send copies to on the checklist? – Digital copies were submitted to everyone on the checklist. We sent all paper copies to the Planning Department. Do you need us to send additional paper copies?
8. We need a Traffic Study we had originally talked about this during our meetings prior to submittal. – We may need to discuss this if you need anything additional. In our previous meeting it was decided that based on the Meeting with Vic at SCDOT the turn lanes were sufficient at this time and a revised traffic study was not required for what was being proposed at this time. Do you still have a copy of the original traffic study that was submitted prior to the rezoning?

9. What about the location of the Kiosk? – The kiosk locations are shown on the Preliminary Plan. Do you think we need to provide additional areas or adjust those?
10. We also need a map showing the links and nodes. – Sure thing we will go ahead and put together a map. We included the links nodes summary on the sheet but it is no problem to include a second sheet for a Map.
11. Carolina Heelsplitter information. – We have submitted the preliminary sketch plan to US Fish and Wildlife and have received preliminary feedback that was incorporated. Once the preliminary plan is approved and we develop design plans we have been asked to resubmit those plans for review. Do you need anything additional on this?

Matt, please reply back via e-mail.

Thanks,
J. Elaine Boone
Planner II
Lancaster County
(803) 416-9396 Direct

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From: Matt Levesque [mlevesque@espassociates.com]
Sent: Friday, January 10, 2014 8:41 AM
To: JUDY E BOONE; Penelope Karagounis
Subject: Queensbridge - Collins Road PDD

Elaine and Penelope,

The Collins Road PDD 26 allows for up to 360 units in Villages A, B, C, and E. The current proposed Preliminary Plan is proposing 249 units in those four villages. So there is still 111 units allowed by the zoning for those villages that are currently not being proposed. So those units could potentially be moved to another village for future development although those future development villages have not been determined outside of the apartments currently being proposed in Village F.

The original 160 multifamily units allowed by zoning in Village E may be relocated to another Village for future development although that hasn't been determined at this time.

PDD Total Unit Summary:

Below shows what was approved in the PDD and what is being proposed for Queensbridge in Blue. We will add this summary for the applicable villages to the Preliminary plan as well if you think it is helpful? Just let me know.

Residential Villages -- A / B / C / D / E

- Up to 510 Units
- The current Preliminary Plan is proposing to utilize 249 of the 510 allowed units. (261 Units remaining per zoning)

Mixed Use Village F

- Up to 300 Apartments
- Up to 150 Multifamily Uits
- Flex Retail 250,000 s.f.

Office / Retail / Commercial Village G

- Up to 500,000 s.f.

Village H Office / Medical Living / Hospital Use

- Up to 150,000 s.f.
- Up to 150 units

Please look over and let me know if this is helpful or if you need additional information or if you think we missed anything?

Thanks,

Matt Levesque, RLA

ESP Associates, P.A.

engineering · surveying · planning

Office: 803.802.2440

Direct: 803.835.0908

Mobile: 704.634.2056

mlevesque@espassociates.com

Exhibit C

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UDO-TA-014-001 – Chapter 13, Land Development
Regulations (Subdivisions), Section 13.3, Definitions.
{Public Hearing} pgs. 103-108

Kathy Johnson

Conclusions:

Action items:

Person responsible:

Deadline:

Action items:	Person responsible:	Deadline:

PLANNING STAFF REPORT

I. Facts

General Information

Lancaster County Planning Commission is proposing the following text amendment to the Lancaster County Unified Development Ordinance to modify Chapter 13, Land Development Regulations as stated below:

Change the minimum diameter of a Cul-de-Sac from 70' to 80'.

Chapter 13, Land Development Regulations [Subdivisions], Section 13.3, Definitions

The definition of Cul-de-Sac shall now read:

Cul-de-Sac: A local road with one end open to traffic and the other end terminated with a planned vehicular turnaround. The turnaround shall have an 80-foot minimum diameter to the edge of the pavement and 100-foot minimum diameter to the right-of-way.

Also, under the definition of Street Hierarchy, Street Classification, Item #3c shall now read:

Cul-de-Sac: A local road with one end open to traffic and the other end terminated with a planned vehicular turnaround. This type road shall be classified and designed according to anticipated ADT level. A residential access cul-de-sac shall have a maximum ADT level of 250 and a subcollector cul-de-sac shall have a maximum ADT level of 500. The turnaround shall have an 80-foot minimum diameter to the edge of the pavement and 100-foot minimum diameter to the right-of-way.

II. Findings

The Planning Department has received a request from Jeff Catoe, Director, Lancaster County Public Works, to change the minimum allowable diameter for cul-de-sacs. According to Mr. Catoe, a 70-foot diameter cannot effectively provide for the turning radius of emergency vehicles.

III. Recommendation

It is therefore the recommendation of the Planning Staff that the above text amendment be **approved**.

Attachments:

Exhibit 1: Application

Exhibit 2: UDO Chapter 13.3 Definitions

Exhibit 3: UDO Chapter 13.3 Street Classification

LANCASTER COUNTY
SOUTH CAROLINA

APPLICATION TO AMEND OR CHANGE THE TEXT OR MAP OF THE
LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE

Do Not Write In This Box

TA-
Application No DM-001 Date Received 11/5/13 Fee Paid n/a

1. The application is for amendment to the: (check one)
 - District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
 - Ordinance Text (fill in items # 8 & 9 only)
2. Give either exact address or tax map reference to property for which a district boundary change is requested: _____
3. How is this property presently designated on the map? _____
4. How is the property presently being used? _____
5. What new designation or map change do you propose for this property? _____
6. What new use do you propose for the property? _____

EXPLAIN UNDER ITEM #9 WHY THIS AREA SHOULD BE REDESIGNATED OR CHANGED.

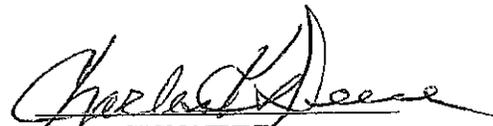
7. Does the applicant own the property proposed for this change? YES NO If no, give the name and address of the property owner and attach notarized letter from property owner:

8. If this involves a change in the Ordinance text, what section or sections will be affected? Chapter 13, Section 13.3, Definitions (cul-de-sac)

9. Explanation of and reasons for proposed change: Amend text of UDD to increase the minimum diameter of a cul-de-sac as requested by Jeff Catoe, Public Works Director. (X)
(use back of form if additional space is needed)

NOTE: It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

APPLICANT'S NAME (PRINT)
Lancaster County
ADDRESS: Planning Commission
P.O. Box 1809
Lancaster, SC 29721
Phone: 803-285-6005


SIGNATURE

(X) Per Jeff Catoe, 70' diameter cannot effectively provide for the turning radius of emergency vehicles.

Section 13.3 Definitions.

When used in this chapter, the following words and terms shall have the meaning indicated. Words and terms not herein defined shall have their customary dictionary definitions. The term "shall" is mandatory. When not inconsistent with the content words used in the singular number include the plural and those used in the plural number include the singular.

Block: A parcel of land entirely surrounded by roads or highways, railroad right-of-ways, waterway, or combination thereof.

Block Length: As the distance along a street between the centerline of two intersection through streets, included "T" intersections, but excluding cul-de-sacs.

Building line; A line beyond which no foundation, wall, or part of the structure of any building shall project, with the exception of subsurface projection of footings.

Building permit: See Chapter 19.

Building, principal: A building in which the primary use of the lot on which the building is located is conducted. In any residential district, any dwelling shall be deemed to be the principal building of the lot on which the same is situated.

Comprehensive plan: Any legally adopted part or element of the Lancaster County Comprehensive Plan. This plan may include, but not limited to the following elements: 1) Population; 2) Housing; 3) Economic Development; 4) Historic/Cultural Resources; 5) Natural Resources; 6) Community Facilities and 7) Land Use.

Convenience store: Any retail establishment that sells groceries and may also sell gasoline; does not include automotive service stations or vehicle repair shops.

Crosswalk: A right-of-way (within a block) ten feet or more in width, dedicated for public use, and intended for pedestrian access to adjacent land areas.

Cul-de-sac: A local road with one end open to traffic and the other end terminated with a planned vehicular turnaround. The turnaround shall have a 70-foot minimum diameter to the edge of the pavement and a 100-foot minimum diameter to the right-of-way.

Density: The number of dwelling units or lots per acre of land developed or used for residential purposes.

Low density: 1.5 or less dwelling units per acre

Medium density: From 1.6 to 3.0 dwelling units per acre

High density: Over 3 dwelling units per acre

Developer: See Chapter 19.

DBEC: South Carolina Department of Health and Environmental Control.

Dwelling: A building or portion of a building arranged and/or designed to provide living quarters for one or more families where each dwelling is provided with separate kitchen and bathroom facilities.

Dwelling (one-family or single family): A detached dwelling designed for or occupied exclusively by one family on a single lot.

Dwelling (two-family or duplex): A building arranged or designed to be occupied by two families living independently of each other on a single lot.

Dwelling (multiple): A building or series of buildings on the same lot used or designed as a dwelling place for two (2) or more families living independently of each other, with the number of families in residence not exceeding the number of dwelling units provided.

Dwelling unit: See Chapter 19.

Easement: A grant by a property owner for the use, for a specific purpose, of a strip or parcel of land.

W.F.G.Y. 10

Street Classification

1. In all new developments, public streets shall be classified as provided in subsection 3. of this definition
 - a. The classification shall be based upon the function of the street and projected volume of traffic to be carried by the street, stated in terms of the number of trips per day;
 - b. The number of dwelling units to be served by the street shall be used as a useful indicator of the number of trips but is not conclusive.
2. Whenever a street within a new development continues an existing street that formerly terminated outside the development, or it is expected that a new street will be continued beyond the development at some future time, the classification of the street shall be based upon the street in its entirety, both within and outside of the development.
3. The classification of streets shall be as follows:
 - a. *Arterial.* A street whose principal function is to carry large volumes of traffic at higher speeds through the county or from one part of the county to another or to circulate traffic into, out of, or around the municipalities within the county. It should exclude residential areas and should have an ADT of over 3,000.
 - i. *Arterial access.* A street that is parallel to and adjacent to an arterial street and that is design to provide access to abutting properties so that these properties are somewhat sheltered from the effects of the through traffic on the arterial street and so that the flow of traffic on the arterial street is not impeded by direct driveway access from a large number of abutting properties.
 - ii. *Major arterial.* An arterial that is part of the state's primary road system.
 - iii. *Minor arterial.* All arterials other than major arterials.
 - b. *Collector.* A street whose principal function is to carry traffic between local streets and arterial streets but that may also provide direct access to abutting properties. It generally serves or is designed to serve, directly or indirectly, more than one hundred (100) dwelling units and is designed to be used or is used to carry more than eight hundred (800) trips per day.

- c. *Cul-de-sac.* A local road with one end open to traffic and the other end terminated with a planned vehicular turnaround. This type road shall be classified and designed according to anticipated ADT level. A residential access cul-de-sac shall have a maximum ADT level of 250 and a subcollector cul-de-sac shall have a maximum ADT level of 500. The turnaround shall have a 70-foot minimum diameter to the edge of the pavement and 100-foot minimum diameter to the right-of-way.
- d. *Local.* A street whose primary function is to provide access to abutting properties. It generally serves or is designed to serve less than 100 dwelling units and handles less than 800 trips per day.
- e. *Loop street.* A street that has its beginning and ending points on the same road.

Subdivider: Any person, firm, corporation, or other legal entity subdividing land within the jurisdiction of this ordinance.

Subdivision: A division of a tract or parcel of land into two or more lots, building sites, or other divisions. The land is divided for sale, lease or building development, whether immediately or in the future. The definition includes all land divisions involving a new street or change in existing streets. The definition includes all land divisions involving further division or relocation of lot lines of any lot or lots within a previously approved or recorded subdivision. The definition covers the alteration of any streets or the establishment of any new streets within any previously approved or recorded subdivision as well as combination of lots of record. See section 13.4 for review procedures and regulations.

Subdivision, minor and major: A minor subdivision includes one or more of the following:

- a. The combination or recombination of portions of previously platted lots, where the total number of lots is not increased and the resultant lots meet the standards of the governing authority.
- b. The completion of existing subdivisions where the subdivision plat has already been recorded prior to the adoption of these regulations and where construction of all streets and utilities have been substantially completed within one year from the adoption of these regulations.
- c. The division of a tract of land into no more than 10 lots by a single owner, where all resultant lots are in compliance with the UDO and have at least 25 feet of road frontage.

*

UDO-TA-014-002 – Chapter 11, Section 11.7, Vehicle
Accommodation Area Surfaces properties North of Highway
75 to the North Carolina/South Carolina state line.
{Public Hearing} pgs. 109-111

Kathy Johnson

Conclusions:

Action items:

Person responsible:

Deadline:

Action items:	Person responsible:	Deadline:

PLANNING STAFF REPORT

I. Facts

General Information

Lancaster County Planning Commission is proposing the following text amendment to the Lancaster County Unified Development Ordinance to modify Chapter 11, Parking, Section 11.7, Vehicle Accommodation Area Surfaces as stated below:

Chapter 11, Section 11.7 Vehicle Accommodation Area Surfaces

Item 1 shall now read:

1. Vehicle accommodation areas in districts other than the I-1 and I-2 districts that are required to contain more than 1,000 square feet of combined vehicle parking areas and any drive aisles shall be graded and surfaced with asphalt, concrete, or other material that shall provide equivalent protection against potholes, erosion and dust. Private drives or driveways in manufactured home parks or other multifamily residential developments containing more than three dwelling units shall be similarly surfaced. Vehicle accommodation areas paved with asphalt shall be constructed in the same manner as street surfaces (Chapter 21, sections 21.6 through 21.9). If concrete is used as the paving material, vehicle accommodation areas shall be similarly constructed except six inches of concrete shall be used instead of two inches of asphalt. The public works director may allow other paving materials to be used so long as the equivalent level of stability is achieved.

II. Findings

The Planning Department has received a request from Kenneth Cauthen, Chief Zoning Officer for Lancaster County, to clarify grading and paving requirements. As written, the existing ordinance has been confusing to engineers, architects, staff and the public. Item (iii) of the existing code seems to eliminate paved parking for certain establishments that really need to have their parking lots paved. Also, in reference to Item (i) of the existing code, drive through windows are always required to be paved.

III. Recommendation

It is therefore the recommendation of the Planning Staff that the above text amendment be **approved**.

Attachments:

Exhibit 1: Application

Exhibit 2: UDO Section 11.7

LANCASTER COUNTY
SOUTH CAROLINA

APPLICATION TO AMEND OR CHANGE THE TEXT OR MAP OF THE
LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE

Do Not Write In This Box

UDO-TA-014-002
Application No. _____ Date Received 11/27/13 Fee Paid N/A

1. The application is for amendment to the: (check one)
 - District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
 - Ordinance Text (fill in items # 8 & 9 only)
2. Give either exact address or tax map reference to property for which a district boundary change is requested: _____
3. How is this property presently designated on the map? _____
4. How is the property presently being used? _____
5. What new designation or map change do you purpose for this property? _____
6. What new use do you propose for the property? _____

EXPLAIN UNDER ITEM #9 WHY THIS AREA SHOULD BE REDESIGNATED OR CHANGED.

7. Does the applicant own the property proposed for this change? YES NO If no, give the name and address of the property owner and attach notarized letter from property owner:

8. If this involves a change in the Ordinance text, what section or sections will be affected? _____

- Chap. 11, section 11.7 Vehicle Accommodation
Area Surfaces - for item 11.7.1, delete (i) and (iii).
9. Explanation of and reasons for proposed change: _____

To clarify grading + paving requirements
(use back of form if additional space is needed)

NOTE: It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

APPLICANT'S NAME (PRINT)

Kenneth Crauthen

ADDRESS:

Lancaster County
Zoning Dept.

[Signature]
SIGNATURE

Phone: 803-416-9777

Section 11.7 Vehicle accommodation area surfaces.

1. Vehicle accommodation areas in districts other than the I-1 and I-2 districts that (i) include lanes for drive-in windows, or (ii) are required to contain more than 1,000 square feet of vehicle storage area, or (iii) contain parking areas that are required to have more than ten parking spaces and that are used regularly at least five days per week, shall be graded and surfaced with asphalt, concrete, or other material that shall provide equivalent protection against potholes, erosion, and dust. Private drives or driveways in manufactured home parks or other multifamily residential developments containing more than three dwelling units shall be similarly surfaced. Vehicle accommodation areas paved with asphalt shall be constructed in the same manner as street surfaces (Chapter 21, sections [21.6](#) through [21.9](#)). If concrete is used as the paving material, vehicle accommodation areas shall be similarly constructed except six inches of concrete shall be used instead of two inches of asphalt. The public works director may allow other paving materials to be used so long as the equivalent level of stability is achieved.
2. Vehicle accommodation areas that are not provided with the type of surface specified in subsection 1. shall be constructed in the same manner as paved areas except that crushed stone of the following type may be used in lieu of asphalt, concrete, or other paving materials: Size 13 crushed stone. This alternative is to provide a surface that is stable and shall help to reduce dust and erosion. The perimeter of such parking areas shall be defined by bricks, stones, railroad ties, or other similar devices.
3. Parking spaces in areas surfaced in accordance with subsection 1. shall be appropriately demarcated with painted lines or other markings. Parking spaces in areas surfaced in accordance with subsection 2. shall be demarcated wherever practical.
4. Vehicle accommodation areas shall be properly maintained in all respects. In particular, and without limiting the foregoing, vehicle accommodation area surfaces shall be kept in good condition (i.e., free from potholes, etc.) and parking space lines or markings shall be kept clearly visible and distinct.

UDO-TA-014-003 – Chapter 13, Section 13.8.3 Final Plat,
Item Q. To allow only cash or Letters of Credit (with
limitations) as a performance guarantee. {Public Hearing}
pgs. 112-119

Penelope Karagounis

Conclusions:

Action items:	Person responsible:	Deadline:

PLANNING STAFF REPORT

I. Facts

A. General Information

The following is a proposed text amendment to the Lancaster County Unified Development Ordinance by the Lancaster County Administrator to amend the text of Chapter 13, Land Development Regulations, Section 13.8.3 Final Plat, Item Q. This amendment is to only allow cash or letters of credit as a performance guarantee.

Current Text: (Section 13.8.3 Final Plat, Item Q) Where the improvements required in have not been completed prior to the submission of the final plat for approval, approval of the plat shall be subject to the owner filing a performance guarantee in the form of cash and/or surety with the finance director in an amount to be determined thereby, based upon written certification of owner's engineer with guaranteeing the installation of the required improvements. Upon completion of the required improvements within the required period of time, written notice thereof shall be given by the subdivider to the finance director who shall cause an inspection of the remaining improvements to be conducted to determine if the improvements are satisfactory. Such inspection shall take place within 30 days of the date of written notice authorizing the release of the cash and/or security given.

Proposed Text: (Section 13.8.3 Final Plat, Item Q)Where the improvements required in have not been completed prior to the submission of the final plat for approval, approval of the plat shall be subject to the owner filing a performance guarantee in the form of cash and/or **irrevocable letter of credit, which must be redeemable at a bank within one hundred (100) miles of Lancaster County, payable to Lancaster County and in effect for a period of not less than twelve (12) months, with an automatic renewal unless Lancaster County is notified in writing not less than thirty (30) days prior to expiration that it will not renew,** with the finance director in an amount to be determined thereby, based upon written certification of owner's engineer with guaranteeing the installation of the required improvements. Upon completion of the required improvements within the required period of time, written notice thereof shall be given by the subdivider to the finance director who shall cause an inspection of the remaining improvements to be conducted to determine if the improvements are satisfactory. Such inspection shall take place within 30 days of the date of written notice authorizing the release of the cash and/or security given.

II. Findings

The Lancaster County Administrator would like to amend Section 13.8.3 Final Plat, Item Q. to allow only cash or letters of credit (with limitations) as performance guarantee. The County would like to be able to redeem the letter of credit within a 100 mile radius from

Lancaster County. We want the letters of credit to be consistent with requiring it to be valid for a one year period with an automatic renewal. If the letter of credit does not need to be renewed, then 30 days before the expiration date a notified letter needs to be submitted. The County does not want to accept anymore surety bonds as well.

III. Recommendation

It is the recommendation of the planning staff that the above text amendment be **approved.**

LANCASTER COUNTY
SOUTH CAROLINA

APPLICATION TO AMEND OR CHANGE THE TEXT OR MAP OF THE
LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE

Do Not Write In This Box		
Application No. <u>UDC-TA-014-003</u>	Date Received <u>11-19-13</u>	Fee Paid <u>—</u>

- The application is for amendment to the: (check one)
 - District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
 - Ordinance Text (fill in items # 8 & 9 only)
- Give either exact address or tax map reference to property for which a district boundary change is requested: _____
- How is this property presently designated on the map? _____
- How is the property presently being used? _____
- What new designation or map change do you propose for this property? _____
- What new use do you propose for the property? _____

EXPLAIN UNDER ITEM #9 WHY THIS AREA SHOULD BE REDESIGNATED OR CHANGED.

7. Does the applicant own the property proposed for this change? | YES | NO If no, give the name and address of the property owner and attach notarized letter from property owner:

8. If this involves a change in the Ordinance text, what section or sections will be affected? _____

13, 8, 3, Q

9. Explanation of and reasons for proposed change: To allow only cash or

LETTERS OF CREDIT (WITH LIMITATIONS) AS A PERFORMANCE
GUARANTEE. (use back of form if additional space is needed)

NOTE: It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

APPLICANT'S NAME (PRINT)
STEVE WILKES

ADDRESS:
PO BOX 1809
LANCASTER, SC 29721

Phone: 416-9300


SIGNATURE

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2014-____

~~Indicates Matter Stricken~~
Indicates New Matter

AN ORDINANCE

TO AMEND SECTION 13.8.3(Q) OF THE LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE, RELATING TO PERFORMANCE GUARANTEES WHEN APPROVING PLATS; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Final plat.

Section 13.8.3(q) of the Lancaster County Unified Development Ordinance is amended by adding:

Section 13.8.3 Final plat.

q. Where the improvements required in have not been completed prior to the submission of the final plat for approval, approval of the plat shall be subject to the owner filing a performance guarantee in the form of cash and/or ~~surety irrevocable letter of credit, which must be redeemable at a bank within one hundred (100) miles of Lancaster County, payable to Lancaster County and in effect for a period of not less than twelve (12) months, with an automatic renewal unless Lancaster County is notified in writing not less than thirty (30) days prior to expiration that it will not renew,~~ with the finance director in an amount to be determined thereby, based upon written certification of owner's engineer with guaranteeing the installation of the required improvements. Upon completion of the required improvements within the required period of time, written notice thereof shall be given by the subdivider to the finance director who shall cause an inspection of the remaining improvements to be conducted to determine if the improvements are satisfactory. Such inspection shall take place within 30 days of the date of written notice authorizing the release of the cash and/or security given.

(Ord. No. 414, 12-18-00; Ord. No. 614, 5-24-04; Ord. No. 849, 9-10-07; Ord. No. 850, 9-10-07)

DRAFT

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this _____ day of _____, 2014.

LANCASTER COUNTY, SOUTH CAROLINA

Larry McCullough, Chair, County Council

Jack Estridge, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:
Second Reading:
Third Reading:

Approved as to form:

County Attorney

Ordinance No. 2014-_____
Page 2 of 2
COLUMBIA _____

Where individual septic waste disposal is proposed, a preliminary letter of approval, therefore, from the appropriate division of DHEC.

- e. Construction plan of sanitary sewers (if applicable) with grade, pipe size, and location of outlet. Storm sewers shall be sized to accommodate runoff based upon the previous twenty-five (25) years of rainfall frequency.
- f. Construction plan for water supply system (if applicable) with pipe size and location of hydrants and valves and permit to construct from DHEC and, where applicable, approval of the appropriate utility provider.
- g. Designation of all land (if any) to be reserved or dedicated for public use.
- h. Designation of proposed use of all lots.
- i. Proposed major contour changes in area where substantially cut and/or fill is to be done.
- j. Total number of lots, total acreage, total length of new roads.

NOTE: See section 13.7.3 for survey requirements.

Section 13.8.3 Final plat.

An application for final plat approval shall be accompanied by six (6) plats, each with raised seals. In addition to the six (6) plats with raised seals, for any plat which creates ten (10) or more lots, two (2) copies of the plat shall be submitted in a digital (dwg. or dxf. file) form and one (1) digital copy (pdf) format for emergency management acceptable to the county. If the final plat is drawn in two or more sections, each section shall be accompanied by a key map showing the location of the several sections. Final plats shall be drawn at a scale of no less than is legible as determined by the approving agent. It is recommended that the scale be no less than one (1) inch equals 100 feet. Final plats shall only be accepted if drawn on sheets of paper, etc. which meet the following size requirements: 8.5" x 11", 8.5" x 14", 11" x 17", 18" x 24", 24" x 36", or 30" x 42" if prepared according to the standards of section 4.4 hereof, if the size of the text on the plat is no less than 0.06 of an inch, and if space is left somewhere on the plat for the approval stamp, which is 2.8" in length by 1.75" in height, and shall contain the following information:

- a. Name of owner of record.
- b. Name of subdivision and identification number assigned, date, north arrow, and graphic scale. The tax map number is required for the existing parcel or parcel from which the new lot is being subdivided.
- c. Name, registration number, and seal of registered surveyor.
- d. Sufficient surveying data to determine readily and reproduce accurately on the ground the location, bearing, and length of every road line, lot line, easement, boundary line, and building line whether curved or straight. Curve boundaries will be defined by curve data to include the radius, delta angle, total arc length and the long chord by bearing and distance or shown as a traverse of chords around the curve using bearings and distance.
- e. Names of owners of record of all adjoining land, all property boundaries, water courses, roads, easements, utilities and other such improvements, which cross or form a boundary line of the tract being subdivided.
- f. Exact boundaries of the tract of land being subdivided as noted in section 13.7.3
- g. Roads, right-of-ways, percent of grades and road names. Property lines extending to road centerlines is a condition requiring setting of iron stake corner markers for lots on an offset with location clearly shown on the plan and selected so corners lie on a line of survey or a prolongation of such lines.



notice thereof shall be given by the subdivider to the finance director who shall cause an inspection of the remaining improvements to be conducted to determine if the improvements are satisfactory. Such inspection shall take place within 30 days of the date of written notice authorizing the release of the cash and/or security given.

-
- r. Protection against work defects.
- (1) The final plat for all subdivisions that include facilities or improvements intended for dedication shall include the "Certificate Against Work Defects" in accordance with section 20.9
 - (2) The county shall not accept the offer of dedication of any facilities or improvements unless and until a competent professional has certified to the county that such improvements or facilities have been constructed in accordance with the requirements of this ordinance and any other applicable county standards. This certification may be made by a county employee or by an architect or engineer retained by the developer.
 - (3) For purposes of this section, the term "defects" refers to any condition in publicly dedicated facilities or improvements that requires the county to make repairs in such facilities over and above the amount of maintenance that they would normally require. If such defects appear, the certification shall be enforced regardless of whether the facilities or improvements were constructed in accordance with the requirements of this ordinance.
- s. Emergency access to gated communities.
- (1) The following notes are required on the final plat for gated communities.
 - a. Note on final plat stating the development is a gated community.
 - b. The developer will be required to install and maintain a "Click 2 Enter" system. This system is designed to use the emergency vehicles radio equipment to activate a sensor at the entrance and open the gate. The controller would be purchased and maintained by the developer of the gated community.
 - c. The county will require the development to have a back-up Knox Key Switch system. This is a system that uses the Knox Key to override the gate controller. This system is used only if the "Click 2 Enter" system does not work.

(Ord. No. 414, 12-18-00; Ord. No. 614, 5-24-04; Ord. No. 849, 9-10-07; Ord. No. 850, 9-10-07)

Section 13.12 Planned Development Districts.

Section 13.12.1 General design criteria and development standards.

In order to qualify as a Planned Development District, a project request must generally meet the following requirements; however, these requirements shall be modified based on specific proposals by the applicant which shall be approved by the planning commission and county council.

1. The site must contain at least fifty acres, have a minimum width between any two points on opposite boundary lines of 400 feet, and must adjoin or have direct access to at least one collector street.
2. The site shall be in one ownership, or if in several ownerships, the application for amendment to the zoning ordinance shall be filed jointly by all of the owners.
- 3.