

LANCASTER COUNTY PLANNING COMMISSION

January 21, 2014
6:30 PM
Lancaster Co.
Adm. Bldg.,
Room 224
(803) 285-6005

Type of meeting:		General Business Meeting	Facilitator:	Planning Staff
Clerk:		Judy Barrineau		
Please read:		Agenda Packet		
Please bring:		Agenda Packet & UDO		
Call To Order		Chairman		
Roll Call		Chairman		
Approve Agenda		Chairman		
Citizen's Comments		Chairman		
No minutes to approve		Chairman		
Chairman's Report		Chairman		
Director's Report – Included in packet		Penelope Karagounis		
Application for a proposed road name change for a portion of Maranda Lane. The applicant, Lancaster County 911 Addresser, has proposed a road name change since there is no longer connectivity along the original length of this road. The road has been divided into two portions with one of those portions no longer maintained by Lancaster County. The eastern end of Maranda lane is the portion that is being renamed. RNC 013-003 {Public Hearing} pgs. 1-17 TM# 0121-00-032.01, 0121-00-032.02, 0121-00-032.03, 0121-00-032.04		Kathy Johnson		
SD-014-001 – Subdivision application of Pulte Homes for a proposed subdivision (Queensbridge). {Public Hearing} pgs. 18-102 TM#60, Parcel 61,61.06, 61.04 and a portion of Tax Map 10, Parcel 61.03.		Penelope Karagounis & Elaine Boone		
UDO-TA-014-001 – Chapter 13, Land Development Regulations (Subdivisions), Section 13.3, Definitions. {Public Hearing} pgs. 103-108		Kathy Johnson		
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		
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		
New Business:				
Old Business:				

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

Memo

To: Lancaster County Planning Commission Members

From: Penelope G. Karagounis, Lancaster County Planning Director

Date: January 9, 2014

Re: Director's Report for the January 21, 2014 Planning Commission Meeting

Message:

Happy New Year! First, I would like to welcome back Judy Barrineau, Clerk to the Planning Commission. Judy is a valuable asset to the Planning Department and the Planning Commission. She helped our department to successfully implement our 2013 priority goal to inform our citizens of our upcoming Planning cases through our website. Our department website is maintained by her and she has included the agenda, minutes, and upcoming cases online so the public can be well informed of our planning cases. It is an exciting new year for the Planning Department. In 2014, we will start on the rewrite of the Comprehensive Plan with the help from Catawba Council of Government. Our kick-off party for the rewrite of the Comprehensive Plan will be held at the Native American Studies Center located at 119 South Main Street on Thursday, January 30, 2014 from 5:30 p.m. to 7:00 p.m. This will be a drop-in event with some brief remarks from County Council Chairman, Larry McCullough. We will have maps on display, brief surveys to fill out, selected CONNECT information, details on the upcoming community events, and an email sign-up sheet for periodic updates. We invite all Planning Commission members, staff, and citizens to attend this event.

We will continue working with our consultant, ColeJenest and Stone on establishing the Highway 521 and Highway 160 Corridor Overlay for Indian Land. This was carried over from our 2013 Planning Goals and we look forward to having a text amendment for the Highway 521 and Highway 160 Corridor Overlay to County Council in March. At this time, we do NOT anticipate any scheduled joint work sessions with County Council or open house meetings in Indian Land in regards to the Highway 521 and Highway 160 Corridor Overlay. However, we do thank all of our Planning Commission members and

staff for attending those extra meetings in 2013. Your continued support was greatly appreciated.

Kathy Johnson, Kenneth Cauthen, and Jerry Holt will continue with the rewrite of the Signage ordinance. This has been a very challenging assignment to rewrite an effective signage ordinance. We hope to be able to complete this assignment by the end of 2nd quarter of 2014. The Planning Department and Parks and Recreation will also be busy on administrating the construction of the first Carolina Thread Trail in Walnut Creek.

As a request from the Planning Commission, I will be providing information in the Director's Report on upcoming DRC cases. We did not have any DRC cases scheduled in January. For February we have two DRC cases that are located in Indian Land. The first one is a new retail on 521 on the Wal-Mart site next to Chick-fila-A. The second DRC case is a new Quick-Trip Gas Station at the corner of Collins Road and Highway 521. Our Planning Commission workshop will be on Thursday, February 6, 2014 at 5:00 p.m. As a reminder, if anyone on the Planning Commission would like to add a discussion item to the Planning Commission Workshop or Planning Commission meeting, please notify the Chairman of the Planning Commission. Then Chairman, Charles Deese will contact me directly to add any new discussion items on either our Planning Workshop Agenda or Planning Commission Agenda. It is definitely going to be a busy year and we look forward to working with you all and continue serving Lancaster County with their planning needs.

Application for a proposed road name change for a portion of Maranda Lane. The applicant, Lancaster County 911 Addresser, has proposed a road name change since there is no longer connectivity along the original length of this road. The road has been divided into two portions with one of those portions no longer maintained by Lancaster County. The eastern end of Maranda lane is the portion that is being renamed. RNC 013-003 {Public Hearing} pgs. 1-17
TM# 0121-00-032.01, 0121-00-032.02, 0121-00-032.03, 0121-00-032.04

Kathy Johnson

Conclusions:

Action items:	Person responsible:	Deadline:

PLANNING STAFF REPORT RNC 013-003

I. Facts

A. General Information

Proposal: This is an application for a proposed road name change for a portion of Maranda Lane. The applicant, Lancaster County 911 Addresser, has proposed a road name change since there is no longer connectivity along the original length of this road. The road has been divided into two portions with one of those portions no longer maintained by Lancaster County. The eastern end of Maranda Lane is the portion that is being renamed.

Location: Maranda Lane is located off of Flint Ridge Road near Heath Springs in Lancaster County, SC.

Legal Description: TMS # 0121-00-032.01, 0121-00-032.02, 0121-00-032.03, 0121-00-032.04

Description of Plan: Change the existing road name of the eastern most portion of Maranda Lane to Rustic Trail. (Note: If needed, the 911 Addresser supplied a second choice (Crescent Moon Way) for the new road name.

B. Site Information

Site Description: Maranda Lane is located along the southern side of Flint Ridge Road. Maranda Lane originally formed a half circle, beginning on Flint Ridge Road and ending approximately 3462' farther down Flint Ridge Road. Maranda Lane no longer connects all the way through to Flint Ridge Road on its eastern end.

C. Vicinity Data

Surrounding Conditions: All of the property on Maranda Lane is zoned R-45A, Rural Residential/ Intense Agricultural District.

D. Exhibits

1. Road Name Change Application
2. Location Map
3. 911 Aerial
4. Tax Parcel Map
5. Lancaster County Tax Record
6. Lancaster County Notification
7. Section 14.1.5 – Procedure for changing the name of an existing road

II. Findings

Code Considerations:

Chapter 14, Streets and Sidewalks (Ord. # 916, 6-2-08)

Section: 14.1.5 (1.) Procedure for Changing the Name of an Existing Road.

1. Any person, firm, or corporation shall submit a written request to the Planning Department which proposes to change the name of a previously named road. Such request shall include any descriptive/locational information required by the Planning Department, designate a spokesperson by name, address, and telephone number, provide first and second road name choices; and be accompanied by a petition, signed by 75% of the owners addressed on the affected road. The request must also include a reason for change.

This road name change is being requested by Trish Hinson, Lancaster County 911 Addresser. The reason for the proposed name change is that Maranda Lane no longer connects all the way through back to Flint Ridge Road. This has caused an issue in delayed response time for Emergency Management. The 911 Addresser is requesting that the eastern most portion of Maranda Lane be renamed to Rustic Trail.

III. Conclusions

The facts and findings of this report show that the renaming of the eastern most portion of Maranda Drive to Rustic Lane should be **approved**.

IV. Recommendation

It is therefore the recommendation of the Planning Staff that the above road name change be **approved**.

This application for a proposed road name change came before the Planning Commission on 12/12/2013. Residents who live on this portion of Maranda Lane that is to be renamed requested that the new road name be "Sam Blackmon Rd". The Planning Commission voted (6-0) to table the proposal until the 911 Addresser could be contacted about the suitability of "Sam Blackmon Rd" as the new name for this portion of Maranda Ln. Trish Hinson, 911 Addresser for Lancaster County has approved the choice of "Sam Blackmon Rd" for the new name of this portion of Maranda Ln.

LANCASTER COUNTY 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 \$100.00 must be submitted with this application before it will be processed. Incomplete applications will be returned. The \$100.00 fee includes the cost of one road sign. New roads requiring more than one sign will require the \$100.00 fee plus \$50.00 for each additional sign.

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

Date of Application: 11-8-13
Name: Lanc. County 911 Addressing ^{Address} 1941 Pageland Hwy.
City, State, Zip Code: Lancaster SC 29720
Telephone (H): 803-285-4488 Telephone (W) or (Cell): _____

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

Location of new road: Located off Flint Ridge Rd; see attached map. County maintained.

Road name as it exists now (if applicable): Maranda Ln (portion of)

Proposed new road name (1st Choice): Rustic Trl. ~~Sam Blackman Rd~~

Proposed new road name (2nd Choice): Crescent Moon Way (portion)

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: Irish Hinson 911 Addresser

**Lancaster
County
Public Safety
Communications**

**PO Box 1809
Lancaster, SC
29721**

**Business Phone
(803) 285-4488**

**Fax
Administrative
(803) 313-2152**

**Fax Center
(803) 313-2153**

**E-mail
911@lanc911.com**



A Few Serving Many

November 8, 2013

Lancaster County Planning Department
101 N Main Street
Lancaster SC 29720

RE: Road Name Change Application

Planning Staff:

I am sending this road name application to rename a section of Maranda Lane. On November 6th I received a call from Morris Russell, Emergency Management Director, stating there was an issue in response time from the Rich Hill Fire Department to one of the homes located on this road. The reason being is this road no longer has connectivity. If you look at the aerial map I've provided, you will see the section of the road that can no longer be traveled through. Per Diane Pardue from Public Works, the county has not maintained this section of the road, (per a property owners request), for many years now.

The section of the road I will rename currently has the following 911 Addresses (some which are out of numerical sequence):

4258 Maranda Ln
4291 Maranda Ln
4292 Maranda Ln
4296 Maranda Ln
4297 Maranda Ln

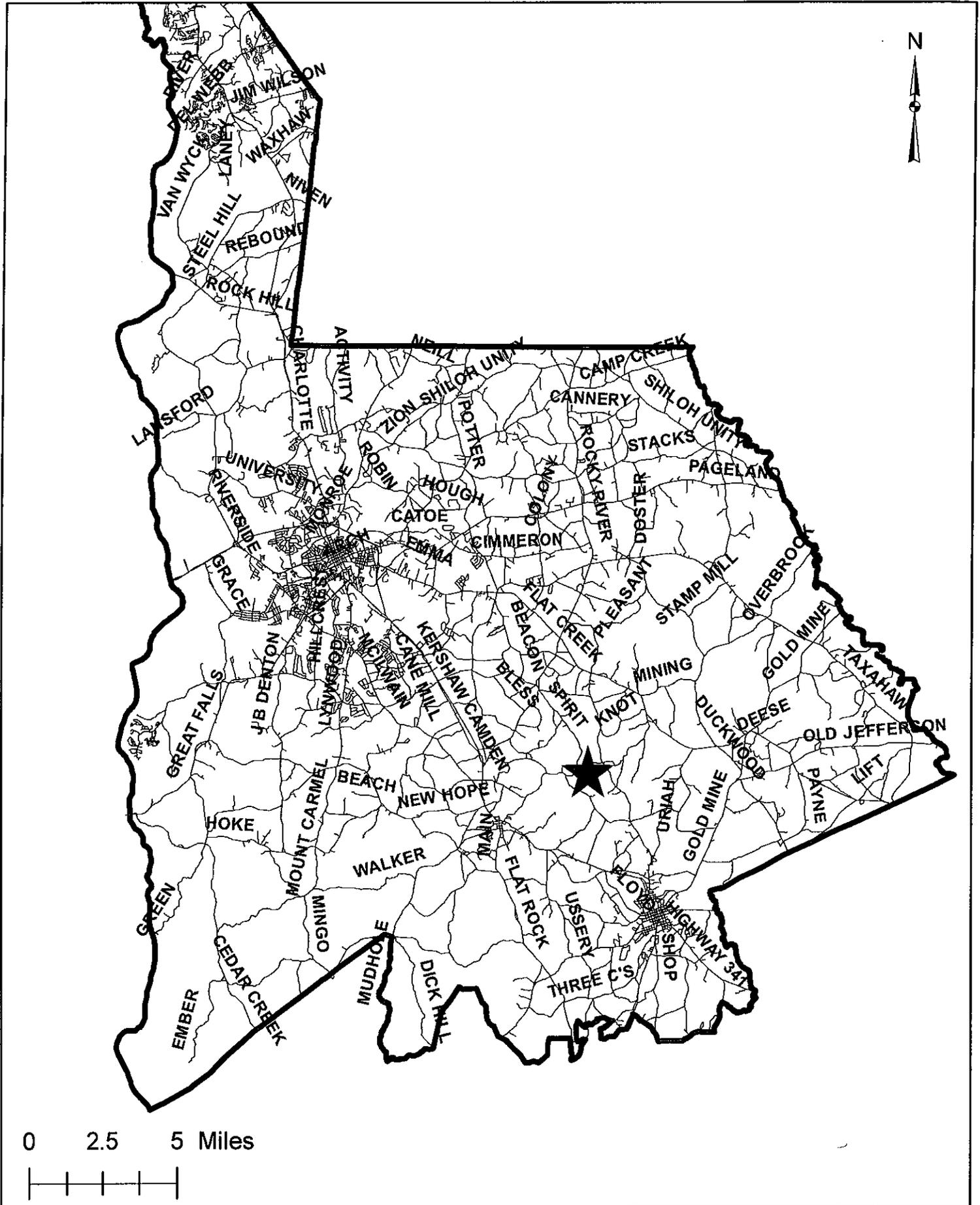
If I have the history correct behind this road name, it was named after a child who passed away; formerly it was named **Decimal Ln**. The person who petitioned to name it Maranda Lane lives on the other section of this road. If you should have any questions or concerns about this application, please do not hesitate to contact me.

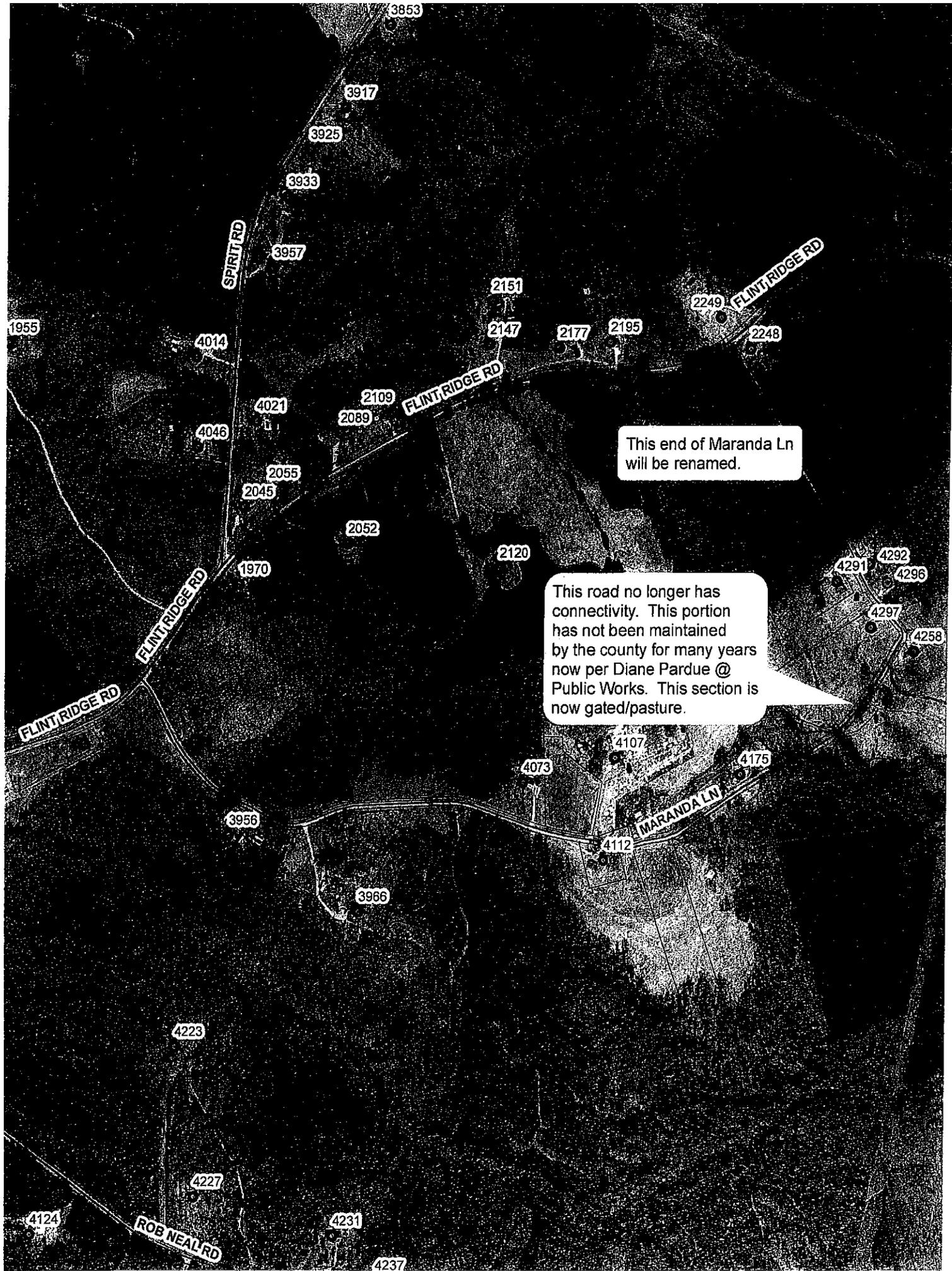
Thanks,

A handwritten signature in black ink that reads "Trish Hinson". The signature is written in a cursive, flowing style.

Trish Hinson
911 Addresser

RNC-013-003 Maranda Lane

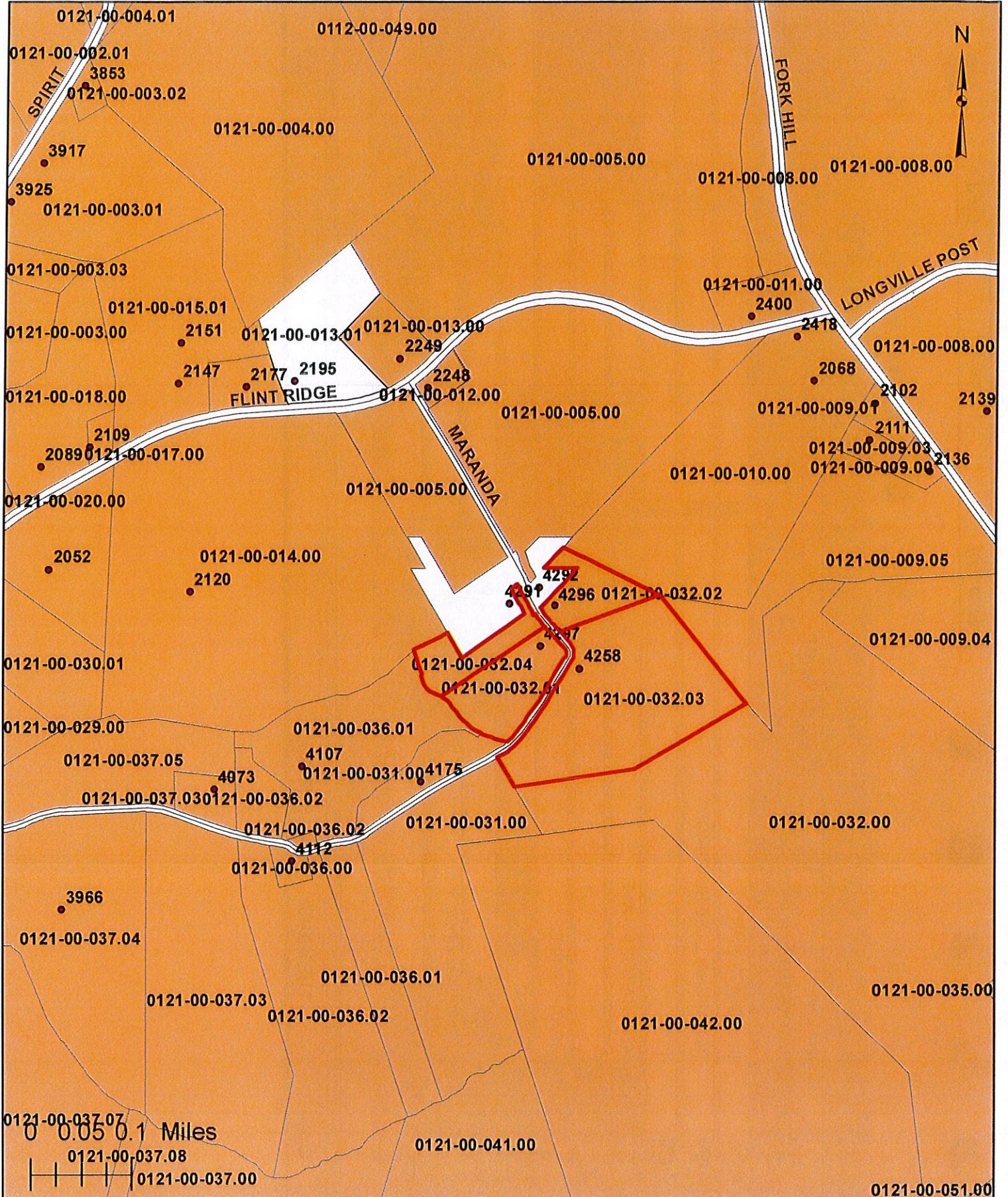




This end of Maranda Ln will be renamed.

This road no longer has connectivity. This portion has not been maintained by the county for many years now per Diane Pardue @ Public Works. This section is now gated/pasture.

RNC-013-003 Maranda Lane Tax Parcel Map



Parcel ID: 0121-00-032-01 Card: 1 of 1 Location: 4297 MARANDA LANE LANCASTER Cost: \$87.03

Current Ownership **Prior Owner** **ID/Factors/Taxes**

#	Title	Last Name	First Name	Res Ex	% Own	Type
#1	BLACKMON JIMMY L					
#2	% MARSHALL LEE BLACKMON					
#3						

Street #1: 4297 MARANDA LANE Home Phone: _____
 Street #2: _____ Cell Phone: _____
 City/Town: HEATH SPRINGS Work Phone: _____
 Province/State: SC Postal: 29058 Email: _____
 Country: _____ Account Type: _____
 D.O.B: MM/DD/YY Legal Reference: 403-76 Separate Bill:
 Owner Occupied: _____ Sale Date: 6/27/2007 Valid Owner: 7 Private Info:
 Owner LookUp Number: 73005

More Owners **Other Parties**

Exemptions: _____ Sales: _____ 21987 QuickList

Open 11/25/2013 5:42 PM

Parcel ID: 0121-00-082.02 Card: 1 of 1 Location: 4292 MARANDA LANE Lancaster Cost - \$28,000

Current Owner Prior Owner ID/Factors/Taxes

Current Ownership

#	Title	Last Name	First Name	Res ex	% Own	Type
#1		BLACKMON	BETTY L ETAL	<input type="checkbox"/>		
#2				<input type="checkbox"/>		
#3				<input type="checkbox"/>		

Street #1: 4292 MARANDA LANE Fill
 Street #2: *maranda* List
 City/Town: HEATH SPRINGS Verify
 Province/State: SC Postal: 29058-0000 Verify
 Country: Account Type: Home Phone: Cell Phone: Work Phone: Email:

D.O.B.: MM/DD/YY Legal Reference: 504-231 Separate Bill:
 Owner Occupied: Sale Date: 2/12/2009 Valid Owner:
 Owner Lookup Number: 50982 Private Info:

Sales Exemptions More Owners Other Parties

Open 11/25/2013 5:42 PM 21938 QuickList

Add Mod Del Save Cancel
 Indexed By Card #

Parcel ID: 0121-00-082.02-001 Card: 1 of 1 Location: 4296 WARRANDA LANE Lancaster Cost: \$6.3

Current Ownership

Title: Last Name: Res. ex: % Own: Type:
 #1: SQUYRES TERESA M
 #2:
 #3:

Street #1: 4296 WARRANDA LANE Fill
 Street #2: *Mariana* List
 City/Town: HEATH SPRINGS Verify
 Province/State: SC Postal: 29058-0000 Verify
 Country: Account Type:
 D.O.B: MM/DD/YY Legal Reference: 00-00
 Owner Occupied: Sale Date: 12/18/00S Owner Lookup Number: 52421
 Separate Bill: Valid Owner: P Private Info:

Sales: Exemptions: Other Parties:
 More Owners:

Open 11/25/2013 5:43 PM 60669 QuickList

Parcel ID: 0121-00-082 03 Card: 1 of 1 Location: OFF HWY 60, LANCASTER Cost: \$7,319

Current Owner		Prior Owner		ID/Factors/Taxes	
Title	Last Name	First Name	Res-ex	% Own	Type
#1	BLACKMON JIMMY L				
#2					
#3					

Street #1	4175 MARANDA LANE	Home Phone	
Street #2		Cell Phone	
City/Town	HEATH SPRINGS	Cell Phone/Work Phone	
Province/State	SC	Email	
Postal	29058-0000		
Country			
D.O.B.	MM/DD/YY		
Owner Occupied			
Account Type		Separate Bill	<input type="checkbox"/>
Legal Reference		Valid Owner	<input type="checkbox"/>
Sale Date	12/29/1987	Private Info	<input type="checkbox"/>
Owner Lookup Number	16312		

Sales Exemptions More Owners Other Parties QuickList

Parcel ID: 0121-00-082 08:00 Card 1 of 1 Location: 4258 MARANDA LANE Lancaster Cost: \$34,900

Current Owner		Prior Owner		ID/Factors/Taxes	
#1	#2	#1	#2	First Name	Type
BLACKMON CYNTHIA M					
Street #1	4258 MARANDA LANE	Street #1			
Street #2		Street #2			
City/Town	HEATH SPRINGS	City/Town			
Province/State	SC	Province/State			
Country		Country			
D.O.B.	MM/DD/YY	D.O.B.			
Owner Occupied		Owner Occupied			
Account Type		Account Type			
Legal Reference		Legal Reference			
Sale Date	2/1/2005	Sale Date			
Owner Lookup Number	28453	Owner Lookup Number			
Separate Bill	<input type="checkbox"/>	Separate Bill			
Valid Owner	<input type="checkbox"/>	Valid Owner			
Private Info	<input type="checkbox"/>	Private Info			

More Owners Other Parties QuickList



Parcel ID

Indexed By

Card #

Parcel ID: 0121-00-032 04 Card: 1 of 1 Location: 4291 MARANDA LANE Lancaster Cost: \$24,700

Current Owner Prior Owner ID/Factors/Taxes

Current Ownership		Prior Owner		ID/Factors/Taxes		
#	Title	Last Name	First Name	Res. Ex	% Own	Type
#1		WHITE SHIRLEY B		<input type="checkbox"/>		
#2				<input type="checkbox"/>		
#3				<input type="checkbox"/>		
Street #1		4291 MARANDA LANE		Home Phone		
Street #2				Cell Phone		
City/Town		HEATH SPRINGS		Work Phone		
Province/State		SC		Email		
Postal		29058-0000		Account Type		
Country				Legal Reference		
D.O.B.		MM/DD/YY		Sale Date		
Owner Occupied				Owner Lookup Number		
				Separate Bill		<input type="checkbox"/>
				Valid Owner		<input type="checkbox"/>
				Private Info		<input type="checkbox"/>
				16315		

Open 11/25/2013 5:45 PM 21940 QuickList

Current Ownership		Prior Owner	
#1	BECKHAM SHIRLEY B	#1	
#2		#2	
#3		#3	
Street #1	4291 MARANDA LANE	Home Phone	
Street #2		Cell Phone	
City/Town	HEATH SPRINGS	Cell Phone/Work Phone	
Province/State	SC	Email	
Country		Account Type	
D.O.B.	MM/DD/YY	Legal Reference	
Owner Occupied		Sale Date	3/1/1998
Sales	Exemptions	Owner Lookup Number	24617
More Owners	Other Parties	Separate Bill	<input type="checkbox"/>
		Valid Owner	<input checked="" type="checkbox"/>
		Private Info	<input type="checkbox"/>

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

NOTICE OF ROAD NAME CHANGE REQUEST AND PUBLIC HEARING

Meeting Date: Thursday, December 12, 2013

TO: Property Owners Adjacent to Property located on Maranda Lane

FROM: Lancaster County Planning Department

SUBJECT: Public Hearing on Road Name Change Application RNC-013-003

DATE

MAILED: Tuesday, November 26, 2013

TIME: Thursday, December 12, 2013 6:30 P.M.

PLACE: Lancaster County Administration Building
101 North Main Street, Room 224

This letter serves as official notification that property owned by you is adjacent to a road subject to renaming.

At the above referenced meeting, the Lancaster County Planning Commission will hold a public hearing on the application from the Lancaster County 911 Addresser for a road name change for a portion of Maranda Lane located off of Flint Ridge Road in Heath Springs, Lancaster County, SC. This portion of Maranda Lane intersects with Flint Ridge Road at the northeastern tip of Maranda Rd and extends south approximately 2,200 feet. In accordance with Chapter 14 of the Lancaster County Unified Development Ordinance, the Planning Commission shall review all proposed road name changes.

The applicant's first choice for the new road name is Rustic Trail. The applicant's second choice for the new road name is Crescent Moon Way. Adjacent property owners may recommend a different road name if either of the two listed choices are not favored by them.

A public hearing regarding this matter will be held **Thursday, December 12, 2013 at 6:30 P.M.** in the Lancaster County Administration Building, 101 North Main Street, Room 224. The Planning Commission will accept public input either for or against the rezoning application at that time. If you cannot attend the hearing in person, you may submit a written, signed statement expressing your position to the Planning Department and it will be submitted to the Commission at the hearing.

Copies of all forms and maps pertaining to this application are available in the Lancaster County Planning Department. If you have any questions or concerns, either call the Planning Department at (803) 285-6005 or write the Planning Department at P.O. Box 1809 Lancaster, SC 29721. Thank you.

*Proud to serve the citizens of Lancaster County,
and the Towns of Heath Springs & Kershaw*

Section 14.1.5 Procedure for changing the name of an existing road.

1. Any person, firm, or corporation shall submit a written request to the planning department which proposes to change the name of a previously named road. Such request shall include any descriptive/locational information required by the planning department; designate a spokesperson by name, address, and telephone number; provide first and second road name choices; and be accompanied by a petition, signed by seventy-five (75) of the owners addressed on the affected road. The request must also include a reason for the name change.
2. Upon receipt of such request, the planning department shall schedule consideration of same by the Lancaster County Planning Commission. The planning commission's consideration shall be conducted during any regular meeting of the planning commission. The public notice requirement for this type of application shall be the same as is contained in section 18.5
3. The proposed road name change shall be posted at integral points along the affected road.
4. Within sixty (60) days of first consideration, the Lancaster County Planning Commission shall render a decision on the request, which decision shall be final and binding. Such decisions of the planning commission, along with reason(s) for any denied request, shall be provided in writing to the spokesperson of the affected petitioning group.
5. Where road name signs have been installed and replacement is necessitated as a result of a road name change approval, the petitioning group involved shall pay the expense of new sign materials prior to installation in the form of an application fee collected by the planning department.
6. After reasonable notice in a general circulation newspaper in the community, the Lancaster County Planning Commission may change the name of an existing street or road within its jurisdiction. The commission can make the change when one of the following occurs.
 - a. There is a duplication of names which tends to confuse the public or persons delivering mail, orders or messages.
 - b. A change may simplify markings or giving directions to persons looking for an address.
 - c. Any other good and just reason that may appear to the commission.

After reasonable opportunity for public hearing, the planning commission issues its certificate designating the change. It is recorded in the office of the clerk of court. The change and certified name becomes the legal name of the street.

(Ord. No. 916, 6-2-08)

RNC-013-003 – Application of the Lancaster County 911 Addresser to rename a portion of Maranda Lane, located off of Flint Ridge Road in Heath Springs, South Carolina. {Public Hearing} pgs. **Tax Map # 121, Parcels 32.01, 32.02, 32.03, and 32.04**

Kathy Johnson

SD-014-001 – Subdivision application of Pulte Homes for a proposed subdivision (**Queensbridge**). {Public Hearing}
pgs. 18-102
TM#60, Parcel 61,61.06, 61.04 and a portion of Tax Map 10, Parcel 61.03.

**Penelope Karagounis &
Elaine Boone**

Conclusions:

Action items:

Person responsible:

Deadline:

Action items:	Person responsible:	Deadline:

PLANNING STAFF REPORT

I. Facts

A. General Information

Proposal: Subdivision application of Pulte Homes for a proposed subdivision (Queensbridge).

Property Location: The property is located along the northern portion and along the southern portion of Collins Road, approximately 1084' from the intersection of U.S. Highway 521 and Collins Road in Indian Land.

Legal Description: Tax Map Number 60, Parcel 61, 61.06, 61.04 and a portion of Tax Map 10, Parcel 61.03.

Zoning Classification: PDD-26, U.S. Land Trust

B. Site Information

Site Description: The site contains 156.22 acres which will consist of 249 Single-Family homes. The residential density for this development is 1.59 DU/AC.

C. Vicinity Data

Surrounding Conditions: The site is surrounded by properties zoned as Planned Development District: 26, U.S. Trust, R-15P, Moderate Density Residential/Agricultural Panhandle District, and R-45, Rural Residential/Agricultural District.

D. Exhibits

1. Subdivision Application
2. Ordinance #959 and #960 PDD-26, U.S. Trust and Development Agreement
3. Location Map
4. Tax Parcel Map
5. Tax Inquiry Sheet
6. Email Correspondence

II. Findings

The applicant submitted the Preliminary Plan Application electronically to the following departments to review the Queensbridge Subdivision Preliminary Plan:

- Lancaster County Building Department, Steve Yeargin
- Lancaster County EMS, Clay Catoe
- Lancaster County Economic Development Corporation, Keith Tunnell,
- Lancaster County Natural Gas, Seth Rodgers
- Lancaster County Water and Sewer District, James Hawthorne
- Lancaster County Parks and Recreation, Hal Hiott
- Lancaster County School District, Dr. Gene Moore; David Small, and Bryan Vaughn
- Lancaster County Sheriff, Barry Faile
- SCDOT, John McKay; Daniel Hopkins, and Mike Bagley
- Lancaster County Fire Marshal, Stephen Blackwelder
- Lancaster County Planning Department, Elaine Boone

The Planning Department distributed paper copies of the Queensbridge Subdivision Preliminary Plan to the following agencies:

- Lancaster County Public Works, Jeff Catoe
- Lancaster County Zoning Department, Kenneth Cauthen,
- Lancaster County E-911 Addressing Coordinator, Trish Hinson

The following comments were received by January 10, 2014:

Planning Department (see Exhibit 6):

1. We need something stating that Pulte is the property owner.
2. Village "E" was originally 160 MF units what village will they be relocated in "F"?
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 Hubie Tolson.
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.
5. What plans are for Village "D"?
6. Comments from Lancaster County Water and Sewer District, SCDOT and the Lancaster County School District.
7. Who did you send copies to on the checklist?
8. We need a Traffic Study we had originally talked about this during our meetings prior to submittal.
9. What about the location of the Kiosk?
10. We also need a map showing the links and nodes.
11. Carolina Heelsplitter information.

(Replies from ESP Associates please see Exhibit 6.)

Trish Hinson, E-911 Addressing Coordinator has placed the following roads/suffixes on hold for Queensbridge:

- Bryant Drive
- Kensington Place
- Princess Terrace
- Castle Road
- Wellington Avenue
- Noble Way
- Palace Way
- Wiltshire Lane
- Regal Way
- Majesty Court

Two roads are remaining to be placed on hold from Trish Hinson (as of January 10, 2014).

III. Conclusions

As of January 10, 2014, we are still waiting on comments from the local agencies. We hope to have all comments in from our local agencies at our Planning Commission Workshop.

Date of 1st Reading: _____:
_____ Approved _____ Denied _____ No Action

IV. Recommendation:

It is therefore the recommendation from the Planning Department that the subdivision application for the Queensbridge Subdivision be approved contingent to comments being addressed from the local agencies. At the time of press on January 10, 2014, the Planning Department was still waiting on responses from the agencies. We hope to have all comments addressed and will submit an amendment to our staff report before it goes to the Planning Commission meeting on Tuesday, January 21, 2014.

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

Exhibit 1

PRELIMINARY PLAN APPLICATION
(Refer to Article 5, Section 5.1)

RECEIVED
12-13-13

Do Not Write In This Box
Application No. SD-014-00 | Date Received 12-13-13 | Fee Paid

INSTRUCTIONS:

PLEASE COMPLETE THIS APPLICATION AND THE ATTACHED CHECKLIST. RETURN THESE TWO FORMS, YOUR SITE PLAN DRAWING, AND SUPPORTING INFORMATION TO THE LANCASTER COUNTY PLANNING DEPARTMENT. INCOMPLETE APPLICATIONS WILL BE RETURNED TO THE APPLICANT. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE PLANNING DEPARTMENT AT (803) 285-6005.

Subdivision Name: Queensbridge

Project Type: Single Family Residential Detached Homes

Property Location: (one) Unincorporated area of County City of Lancaster
 Town of Heath Springs Town of Kershaw

Tax Map Number: 0010-00-061.06, 0010-00-061.00, 0010-00-061.04, & portion of 0010-00-061.03

Area in Acres: +/-156.22

Number of Lots: 249

Number of Sections/Phases: Anticipate 4 Phases

Existing Land Use District Classification: PDD-26

CONTACTS:	Applicant	
	PROPERTY OWNER	SURVEYOR/ENGINEER
NAME	<u>Pulte Homes</u>	<u>ESP Associates, PA c/o Matt Levesque, RLA</u>
ADDRESS	<u>11121 Carmel Commons Blvd.#450</u>	<u>3475 Lakemont Blvd</u>
CITY/STATE/ZIP	<u>Charlotte, NC 28226</u>	<u>Fort Mill, SC 29708</u>
PHONE NUMBER	<u>704.543.4922</u>	<u>803.802.2440</u>

Water Supply: Wells Central Lancaster County Water/Sewer District
Name of Provider

Water Treatment: Septic Central Lancaster County Water/Sewer District
Name of Provider

Are you requesting a variance to any provision of the land development regulations? Yes No
If yes, attach a statement identifying which regulation section(s) is affect and explain.

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

PRELIMINARY PLAN APPLICATION CHECKLIST
(Refer to Section 13.8)

Are the following items included with your preliminary plan application? Check yes or no.

1- General Information:

	YES	NO
Vicinity map and aerial photograph	✓	___
Graphic scale, north arrow and date	✓	___
Total acreage of land to be subdivided	✓	___
Boundaries of tract to be subdivided with all bearings & distances indicated	✓	___
Existing and proposed use of all lots	✓	___
Fifteen (15) digital copies of the preliminary plan and Six (6) hard copies (see contact list)	✓	___

2- Existing Conditions:

Zoning classification of proposed subdivision and adjacent areas	✓	___
Deed record names of adjoining property owners	✓	___
Location of streams, lakes, and land subject to 100 year flood	✓	___
Location of adjoining property lines	✓	___
Location of existing buildings on the site	✓	___
Location of right-of-ways for existing roads, railroads, and utility lines on or adjacent to the site	✓	___
Size and location of existing sewers, water mains, drains, culverts, or other underground facilities within any road right-of-way on or adjacent to the site	✓	___
Acreage of each drainage area affecting the proposed subdivision	✓	___
Topography at intervals of not more than ten (10) feet (Topography may be included on a separate map)	✓	___
Location of city & county boundary lines (if applicable)	N/A	___
Location of all central water and sewer lines within 1000 feet of the site	✓	___

3- Proposed Conditions:

Proposed road layout (road right-of-ways) and public crosswalk locations	✓	___
Proposed road names	✓	___
Road cross-sections	✓	___
Profile of proposed roads showing natural and finished grades	N/A	___
Layout of all lots, including: area, setback lines, scaled dimensions, lot and block numbers, and utility easements with width and use	✓	___
Preliminary letter of approval for septic waste disposal from DHEC	N/A	___
Construction plans for water supply, storm drainage, and sanitary sewer systems (if applicable)	N/A	___
Designation of all land to be reserved for public use	✓	___
Proposed major contour changes in areas where substantial cut and/or fill is to be done	N/A	___
Number of proposed lots	✓	___
Total length of proposed roads	✓	___
Traffic Impact Analysis – Refer to SCDOT ARMS Manual	N/A	___

If any of the above items are not included in your proposal, please explain why: _____

Road profiles and grading plans to be provided at construction document submittal.

(use back of form if additional space is needed)

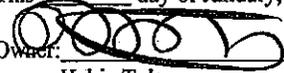
NOTE: Submission of this application does not constitute the granting of preliminary plan approval. All applicable requirements must be met before the proposal is presented to the planning commission. Lancaster County reserves the right to request additional information other than that specified in this checklist when deemed necessary for the complete review of the proposal

**Queensbridge Preliminary Plan
Pulte Homes**

Joinder Agreement

The undersigned, as the owner of the parcels of land located on Collins Road in Lancaster County, South Carolina that are designated as Parcel Identification Numbers: 0010-00-061.06, 0010-00-061.00, 0010-00-061.04, & 0010-00-061.03 on the Lancaster County Tax Map and which is the subject of the attached Preliminary Plan, hereby authorize Pulte Homes to submit the Preliminary Plan on the subject property.

This _____ day of January, 2014.

Owner: 
Hubie Tolson

Date: January 9, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE #959
(Scrivener's error corrected 7/6/2010)

**AN ORDINANCE AMENDING THE LANCASTER COUNTY ZONING MAP
BY REZONING PROPERTY LOCATED OFF
US HIGHWAY 521 ON COLLINS ROAD
FROM R-15P TO PDD-26**

WHEREAS, U.S. Trust applied to rezone +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 10, parcel 61) from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26; and

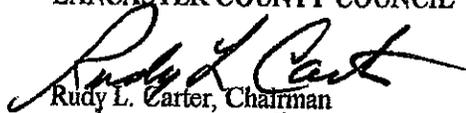
WHEREAS, the applicant requests the rezoning in order to develop the property to incorporate commercial and residential uses which would create a mixed use development; and

WHEREAS, the Planning Commission recommended approval by a vote of 4-3.

NOW, THEREFORE, BE IT ORDAINED by the Lancaster County Council that +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 10, parcel 61) shall be rezoned from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26.

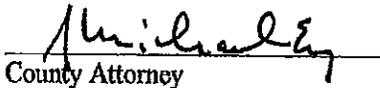
AND IT IS SO ORDAINED this 1st day of December, 2008.

LANCASTER COUNTY COUNCIL


Rudy L. Carter, Chairman


Kathy Sistare, Secretary

Approved as to form:


County Attorney

Attest:


Irene Plyler, Clerk to Council

1st reading: 10/27/2008
2nd reading: 11/24/2008
3rd reading: 12/01/2008

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE #959

**AN ORDINANCE AMENDING THE LANCASTER COUNTY ZONING MAP
BY REZONING PROPERTY LOCATED OFF
US HIGHWAY 521 ON COLLINS ROAD
FROM R-15P TO PDD-26**

WHEREAS, U.S. Trust applied to rezone +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 20, parcel 61) from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26; and

WHEREAS, the applicant requests the rezoning in order to develop the property to incorporate commercial and residential uses which would create a mixed use development; and

WHEREAS, the Planning Commission recommended approval by a vote of 4-3.

NOW, THEREFORE, BE IT ORDAINED by the Lancaster County Council that +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 20, parcel 61) shall be rezoned from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26.

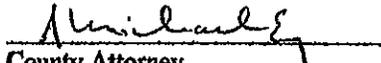
AND IT IS SO ORDAINED this 1st day of December, 2008.

LANCASTER COUNTY COUNCIL


Rudy L. Carter, Chairman


Wesley Grier, Secretary

Approved as to form:


County Attorney

Attest:


Irene Plyler, Clerk to Council

1st reading: 10/27/2008 PASSED UNANIMOUSLY 7-0
2nd reading: 11/24/2008 PASSED UNANIMOUSLY 7-0
3rd reading: 12/01/2008 PASSED UNANIMOUSLY 7-0

* Come from Debbu's File

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) Ordinance No. 959
) Scrivener's Error August 27, 2012

AN ORDINANCE

TO ESTABLISH THE 411 ACRE COLLINS ROAD SITE PLANNED DEVELOPMENT DISTRICT (PDD-26); TO APPROVE THE MASTER PLAN FOR THE DEVELOPMENT AND TO APPROVE THE REGULATIONS FOR THE DEVELOPMENT OF THE PROPERTY AND OTHER MATTERS RELATED THERETO.

FILED
CLERK OF COURTS
LANCASTER COUNTY
SOUTH CAROLINA
2012 SEP 1 2 01

BE IT ORDAINED BY THE COUNCIL OF LANCASTER COUNTY, SOUTH CAROLINA:

Section 1. Citation. This ordinance may be cited as the 411 Acre Collins Road Site Planned Development District (PDD-26) Ordinance or as the PDD-26 Ordinance.

Section 2. Purpose; PDD-26. (a) The purpose of this ordinance is to establish the 411 Acre Collins Road Site Planned Development District (PDD-26), to approve the Master Plan for the development and to provide for the regulations that apply to the development of the property.

(b) The 411 Acre Collins Road Site development is a mixed use master planned community, comprised of a combination of residential, employment, flex office/retail, institutional, and open space uses organized around an integrated development concept that utilizes a series of villages or components that support the various land uses (the "Development" or "PDD-26").

Section 3. Authority. This ordinance is enacted pursuant to the authority of Chapter 29, Title 6 of the Code of Laws of South Carolina 1976, as amended, and the Unified Development Ordinance of Lancaster County, as amended (the "UDO").

Section 4. Jurisdiction. This ordinance applies to the property known as the 411 Acre Collins Road Site development which consists of approximately 411 acres (the "Property"). The Tax Map Number for the property is 0010-00-00-061.

Section 5. Official Zoning Map. The Official Zoning Map is amended to show the Property as a Planned Development District (PDD-26).

Section 6. Master Plan. The master plan, attached hereto as Exhibit A and incorporated into this ordinance by reference, is approved (the "Master Plan").

Section 7. Master Plan Amendments. (a) Unless otherwise provided in this ordinance all amendments to the Master Plan shall be made in accordance with the UDO.

(b) Development depicted on the Master Plan is intended to reflect a generalized arrangement of proposed land uses on the site, but the exact configuration, placement or size of the individual site elements may be altered or modified within the limits prescribed by this ordinance during the design and development and construction phases.

FILED
CLERK OF COURTS
LANCASTER COUNTY
SOUTH CAROLINA
2012 SEP 1 2 01

(c) Changes in land use from those depicted on the Master Plan may be made subject to the following conditions:

(1) Lot sizes and mixtures may be adjusted and moved throughout villages, provided, that, the minimum lot size is not less than 7,800 square feet and the lot width is not less than 60 feet for single family residential lots or 20 feet for multi-family lots. The total lot count shall not exceed 510 for Villages A, B, C, D, & E.

(2) Village F may be developed with a combination of either one or more of the following uses: multi-family housing, apartments, and/or flex/office/retail space. The mixtures of uses in Village F may be adjusted, provided, that Village "F" shall not contain more than 150 multi-family housing units, and/or 300 apartments and/or 250,000 square feet of flex/office space.

(3) Village G may be developed with flex/office/commercial/retail space, provided, that the total combined building floor area shall not exceed 500,000 square feet.

(4) Village H may be developed with a combination of either one or more of the following uses: hospital or medical institutional living and/or office space. The mixture of uses may be adjusted, provided, that, Village H shall not contain more than 150 dwelling units and/or 150,000 square feet.

(5) Areas designated for recreational or open space use for any Component may be increased or decreased in size up to twenty percent (20%) of any Component, provided, that a decrease in one Component shall be offset by an equivalent or greater increase in one or more other Components in recreational area or open space.

(6) Park/Recreation or Civic uses may be developed anywhere within the boundaries of Village D, provided, that the location of the Park/Recreation or Civic use shall not cause a decrease in the overall number of lots allowed within Village D.

(d) Alterations may be made to lot lines and dimensions, roadway alignments, and other configurations as necessary to implement the changes in land use authorized in subsection (b) of this section.

(e) Land use changes authorized by this section are effective upon the property owner filing with the Planning Department a document showing the change

Section 8. Land Uses. (a) The land uses authorized for the Development are as follows:

(1) Villages A, B, C, D, & E: Single-family residences and multifamily residences including duplexes.

(2) Village F: Multifamily residences including duplexes and apartments and flex office/commercial/retail.

(3) Village G: Flex office/commercial/retail.

(4) Village H: Hospital or medical institutional living or associated office space.

(b) Each Village may be developed with any land use allowed in the Table of Permissible Uses as contained in the UDO for the respective land use district designation (residential, commercial) unless otherwise provided in this ordinance.

(c) The following land uses are prohibited in PDD-26:

(1) Adult entertainment;

(2) Auto business, etc.;

(3) Automobile wrecking and/or junk, salvage yard;

(4) Commercial kennels;

(5) Industrial mining;

- (6) Livestock auction house;
- (7) Lumber and/or building materials dealer;
- (8) Manufactured home type units;
- (9) Modular housing;
- (10) Motorized race and testing track;
- (11) Pistol, rifle, skeet range or turkey shoot;
- (12) Private or commercial horse stables; and
- (13) Rooming and boarding houses.

(d) In areas designated for flex office/commercial/retail use, residential uses are allowed on ground floors of the office, commercial or retail building and on floors above the office, commercial or retail use. Office, commercial or retail uses are allowed on any floor of an office, commercial or retail building.

Section 9. Development Regulations. (a) Unless otherwise provided in this ordinance, the development of the Property must comply with the UDO. To the extent that this ordinance may contain zoning and development standards which conflict with zoning and development standards contained in the UDO, the standards contained in this ordinance control and supersede the UDO provision.

(b) The provisions of the Carolina Heelsplitter Overlay District (Section 2.1.2 of the UDO, as added by Ordinance No. 901, and as may be amended) apply to the Property.

(c) Notwithstanding the applicable provision of the UDO, the following development regulation applies to the development of the property:

(1) Block and Roadway Configuration -- Block lengths, block widths, and cul-de-sacs may vary, provided, that it does not exceed 800 feet and adequate fire protection criteria is maintained.

(2) Sidewalks and Public Crosswalks -- Connectivity shall be provided through the use of sidewalks to link various areas of the site. Sidewalks will be provided on one side of the secondary streets and along both sides of all major roads in the community and the entrance road.

(3) Driveways -- No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the subdivision or commercial areas from U.S. 521, Collins Road, Shelley Mullis Road, and other surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT").

(4) Buffers -- Buffers and setbacks, for the perimeter of the development, shall be in accordance with Section 13.12 of the UDO unless otherwise specifically provided in this ordinance. An internal Type 3 25' buffer, meeting the requirements of Section 12.9 of the UDO, shall be provided between the internal residential and commercial uses of the development.

(5) Parking -- Parking shall be provided in accordance with Section 11.4 of this ordinance.

(6) Open Space requirements -- For purposes of applying Section 17.1(2)(b)(1) of the UDO to the development, the narrow strip of common area must be at least twenty-five feet (25') in width.

(7) Open Space requirements -- For purposes of applying Section 17.1(2)(a) of the UDO to the development, sidewalk and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the development's Open Space calculations.

(8) Floodway Restrictions -- In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.

(9) Floodplain restrictions -- In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank area unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(10) Submission Requirements -- Environmental Characteristics of the Site -- When submitting flood frequency information as a part of the subdivision approval process, the person seeking subdivision approval is required to submit only one hundred (100) year frequency flood information, provided, however, buildings or fill material shall not be placed within a FEMA one hundred (100) year floodplain without a LOMR-F.

(11) Connectivity -- The minimum connectivity index for PDD-26 is 1.0.

Section 10. Density/Intensity. (a) Development intensity for a particular use shall not exceed the following use densities:

<u>Land Use</u>	<u>Density/Intensity</u>	<u>Total Number of Acres/ Units/Facilities</u>
Single Family Village Villages A, B, C and D	4 Dwelling Units/acre, on average	Up to <u>350</u> Units
Multifamily Village E	8 Dwelling Units/acre, on average	Up to <u>160</u> Units
Mixed Use Village F		
Multifamily	150 Units	Up to 47 Acres
Apartments	300 Units	Up to 47 Acres
Flex/Office	250,000 square feet	Up to 47 Acres
Flex/Office/Commercial/Retail Village G	500,000 square feet	Up to 73 Acres
Hospital or Medical	150,000 square feet	Up to 15 acres
Institutional Living/Office Village H	150 Units	Up to 15 acres

(b)(1) The Property Owner may vary the intensity of development within any Component or any use category of any Component on one or more occasions by up to thirty percent (30%) without further approval, provided, that the total number of overall units of residential housing and the number of total acres of retail commercial within the overall development does not increase from the maximums stipulated on the Master Plan.

(2) Density calculations for the Development apply only to Villages A, B, C, D, & E. Density for Village F is in addition to the density for Villages A, B, C, D and E, provided, that the density for Village F must not exceed 150 units if developed as multi-family, 300 units if developed as apartments, or 250,000 square feet if developed as Flex/Office space or a combination of the three uses.

(c)(1) The Property Owner may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or portions of the commercial square footage from any component or area within the Property to any other Component or area within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building area of commercial property) allocated to a Component by an Assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Component, the unused density shall revert to the Master Developer for allocation to any other Component.

(2) As used in this subsection, "Assignment of Property Owner Rights" means a written instrument in recordable form by which the property owner assigns its rights as property owner under this ordinance to another person or entity with respect to a particular Component designated in the Assignment of Property Owner Rights. The Assignment of Property Owner Rights may include such limitations on the assignee as the property owner desires including, without limitation, restrictions on the type of units that may be constructed within a Component, the location where those units may be constructed within the Component, the number of units of a particular type that may be constructed within the Component, the minimum lot requirements for the Component (including requirements for setback, lot area, building height, lot width, buffers, and number of units per lot). All restrictions contained within the Assignment of Property Owner Rights are binding on the assignee and each person who ultimately owns any real estate within the designated Component. Any such limitations shall be in addition to any private contractual restrictions placed upon all or any part of any Component by the property owner.

(3) The Property Owner shall issue a certificate stating the maximum development intensity allowable on any tract within the Property consistent with this ordinance prior to the sale of any such parcels or before building permits are issued for that specific area of the property. The certificate will state the number of dwelling units and/or the amount, in acres, of Commercial, Retail, or Office uses, as applicable, that may be developed on the applicable various tracts. The property owner must file a copy of the certificate with the Planning Department. The County shall be responsible for creating and maintaining a record of the number of dwelling units and/or acres allocated to each tract as well as the total number of dwelling units or floor area actually constructed on each tract.

Section 11. **Setbacks and Yards.** (a) All lots within PDD-26 shall meet or exceed the following setback and yard requirements from a public right of way:

Land Use	Min. Setback	Min. Side Yard	Min. Rear Yard
Single Family Village "A, B, C, & D"	20'	7'	25'
Multi-Family Village "E"	20'	7'	25'
Mixed Use Village "F"	25'	5'	15'
Flex/Office/ Commercial/ Retail Village "G"	25'	5'	15'
Hospital or Medical Institutional Living/	25'	5'	15'
Office Village "H"	25'	5'	15'
Park/Open Space	20'	10'	20'

(b) The setbacks on internal private roads and parking within a commercial, office, or institutional use development will have no setback requirements.

(c) Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area.

(d) HVAC equipment may encroach 4' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes, in prevention of HVAC units being located next to each other.

Section 12. Building Height. (a) Maximum building heights must comply with the UDO unless otherwise authorized in this item:

Land Use	Maximum Building Height
Single Family Village "A, B, C, & D"	35'
Multi-Family Village "E"	35'
Mixed Use Village "F"	50'
Flex/Office/Commercial/Retail Village "G"	50'
Hospital or Medical Institutional Living/	50'

Office Village "H"

Park/Open Space

NA

(b) A sprinkler system is required for non-residential structures greater than 35 feet in height. No structure may be over 50' in height unless approval is obtained from the emergency preparedness department and the building and zoning department.

Section 13. Lot Size. (a) All lots shall have the minimum number of square feet (sf) indicated in the following table:

Land Use	Minimum Lot Size*
Single Family Village "A, B, C, & D"	7,800 S.F. (detached)
Multi-Family Village "E"	1,000 S.F. (attached)
Mixed Use Village "F"	7,000 S.F.
Office/Retail	1,000 S.F. (attached)
Multifamily	600 S.F. (attached)
Apartments	
Flex/Office/Commercial/Retail Village "G"	7,000 S.F.
Hospital or Medical Institutional Living/ Office Village "H"	7,000 S.F.
Park/Open Space	No Minimum

(b) Lot size excludes road right-of-way, common open space, easements, 100 year floodplain, and other areas within a subdivision that typically are not controlled or developed by the lot owner.

Section 14. Lot Width. All lots shall meet or exceed the minimum widths indicated in the following table:

Land Use	Minimum Lot Width
Single Family Village "A, B, C, & D"	60' (detached)
Multi-Family Village "E"	20' (attached)
Mixed Use Village "F"	

Office/Retail Multifamily Apartments	20'(attached) 20'(attached)
Flex/Office/Commercial/Retail Village "G"	60'
Hospital or Medical Institutional Living/ Office Village "H"	60'
Park/Open Space	No Minimum

Section 15. Buffers. (a) A perimeter buffer is not required where the uses are adjacent to an existing or proposed road. The border of the proposed PDD that is not adjacent to a road must be buffered by a minimum of 40 foot buffer. Where steep topography is present, pedestrian/vehicular access, utility easements, or sidewalks are needed, grading will be allowed in these buffers. The bufferyards are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings may be installed by the developer at the developer's discretion. If the use is adjacent to a similar use, on an adjacent tract, this perimeter buffer may be removed with approval of the Planning Department.

(b) There shall be an internal buffer between residential and commercial uses consisting of a 25' Class 3 buffer in accordance to Section 12.9 of the UDO.

(c) If the Property Owner can demonstrate to the Planning Director that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a greenway, buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Planning Director shall waive the buffer requirements for that site.

Section 16. Parking. (a) All uses within the PDD may utilize on street and/or alley parking to meet the requirements of Section 11.2 of the UDO. If parking is allowed on any road within this development regardless of which section it is allowed in, the road must be wide enough to allow the parking of vehicles on the street and the travel width of the road must be at least 24 feet excluding the parking areas. Parking garages are an allowed use in Villages "H", "G", and "F" of the PDD.

(b) For commercial and retail uses and institutional uses, one parking space must be provided for each 300 square feet of gross acreage.

Section 17. Roadways and Traffic. (a) The number, location and alignment of the internal roadways shown on the Master Plan may be modified, provided that they are constructed in conformance with the roadway design and construction standard set forth in this section.

(b) All internal roadways shall be built to the County's construction standards set forth in the UDO except as otherwise specified in (c) through (e) of this section.

(c) Any portion of the Property may have private roads.

(d) All internal roads will be constructed with curb and gutter.

(e) All internal roadways will be constructed in accordance with the following minimum standards:

	Street Standards	R/W Width
1. Local Limited Res Street	20' Asphalt 24' BC/BC	40' r/w
2. Local Residential	22' Asphalt 26' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt 36' BC/BC	60' r/w
4. Private Street/Drive (Townhomes/Commercial/ Office/Institutional)	20' Asphalt 23' BC/BC (Standard 1' – 6" Curb)	30' Clear Zone

(f) All connections to SCDOT roadways must meet SCDOT regulations and be approved by SCDOT.

Section 18. Street Lighting. (a) Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the requirements of this section and the UDO.

(b) All community street lighting within each Component shall be of uniform design and all lighting throughout the Property shall be complementary.

(c) The community street lighting shall be part of an overall street lighting program for the Property. The street lighting shall be maintained and operated by the appropriate electric utility, a property owners association, or some other non-profit entity.

(d) Nothing in this section shall be construed to limit or otherwise impair the ability of any individual resident or lot owner to construct or install lighting anywhere on such resident's or owner's lot. Such lighting, however, shall be appropriately shielded so that it does not interfere with the reasonable enjoyment of neighboring properties.

Section 19. Model Homes and Other Buildings. Prior to the installation of water and sewer for the development or any of its components, the developer may be issued not more than ___ () building permits of which ___ () may be for model single family residences for sale ("Model Homes"), one (1) may be for a welcome center and ___ () for sales office. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to central water and sewer services as soon as the central services are available. Prior to issuing the building permits for the Model Homes, the developer shall provide the County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, the Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. A certificate of occupancy for the Model Homes shall not be issued until the Model Homes are connected to central water and sewer service and must meet otherwise applicable requirements. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

Section 20. Mass Grading and Timber Harvesting. The Property Owner may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided, that, the Property Owner complies with section 12.11 of the UDO.

Section 21. Open Space. Storm water detention facilities may be included as Open Space.

Section 22. 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 thereby.

Section 23. Controlling Ordinance. 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 24. Effective Date. This ordinance is effective upon third reading.

AND IT IS SO ORDAINED THIS 27th DAY OF August 2012.

LANCASTER COUNTY, SOUTH CAROLINA

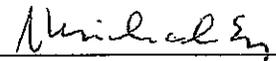


Kathy Sistare
Chair, County Council

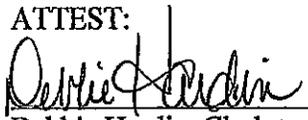


D.W. "Cotton" Cole
Secretary, County Council

Approved as to form:



County Attorney

ATTEST:


Debbie Hardin, Clerk to Council

EXHIBIT A

**411 Acre Collins Road Site
Planned Development District (PDD-26)**

Master Plan

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



ESP Associates, P.A.
 1000 North 10th Street
 Charlotte, NC 28204
 Tel: 704.382.9999 Fax: 704.382.9440
 www.espassociates.com

This drawing is to be kept on file by the property owner. The Association and the County are not responsible for any errors or omissions. This drawing may be used for any purpose without the written consent of ESP Associates, P.A.

UHF
 DEVELOPMENT ENGINEERING LLC
 COMMERCIAL REAL ESTATE

COLEMAN & ASSOCIATES
 COMMERCIAL REAL ESTATE
 REAL ESTATE SERVICES

THE T. B. COMPANY, INC.
 1000 North 10th Street
 Charlotte, NC 28204
 Tel: 704.382.9999 Fax: 704.382.9440

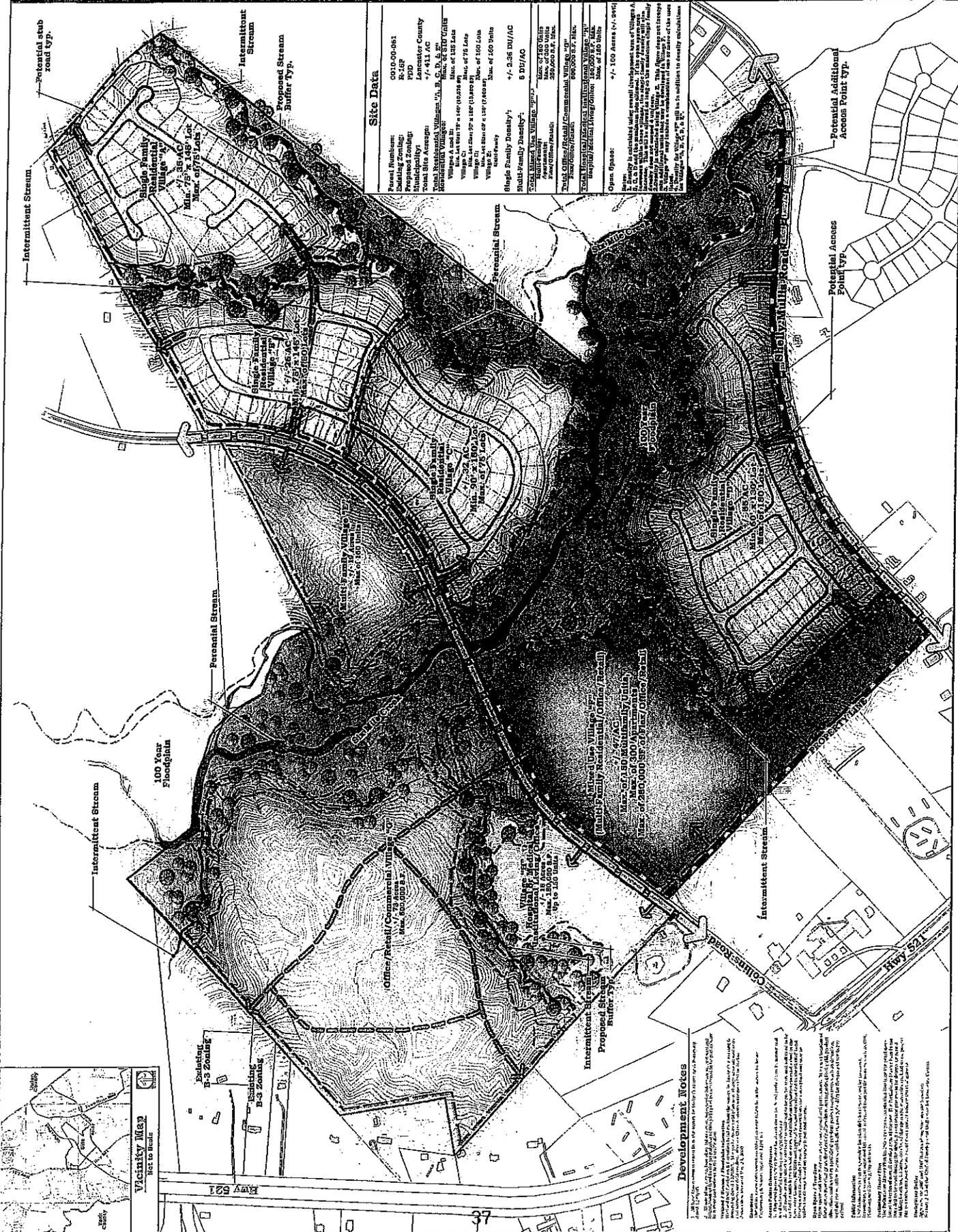
Preliminary Master Plan
FDD26

411 Acres Collins Road Site



GRAPHIC SCALE
 1" = 100 FT.

NO.	DATE	BY	REVISIONS
1	7-15-08	JAL	Planning Submitted
2	7-15-08	JAL	Volume 1 - 1st Edition for Comments



Site Data

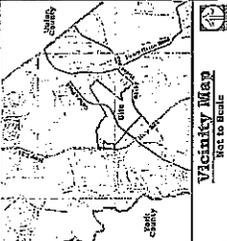
Parcel Number:	0010-00-081
Subdividing Zoning:	R-16F
Proposed Zoning:	PDD
County:	Lenoir County
Total Site Area:	411.0 AC
Total Residential Villages:	10,000 S.F. (0.23 AC)
Total Office/Commercial Villages:	100,000 S.F. (2.30 AC)
Total Single-Family Density:	411.0 AC
Total Multi-Family Density:	8 DU/AC
Total Office/Commercial Villages:	100,000 S.F. (2.30 AC)
Total Single-Family Density:	411.0 AC
Total Multi-Family Density:	8 DU/AC

Development Notes

1. The site is located in the unincorporated area of Lenoir County, North Carolina. The site is currently zoned R-16F (Residential Single-Family). The proposed zoning is PDD (Preliminary Development District).

2. The site is located in the unincorporated area of Lenoir County, North Carolina. The site is currently zoned R-16F (Residential Single-Family). The proposed zoning is PDD (Preliminary Development District).

3. The site is located in the unincorporated area of Lenoir County, North Carolina. The site is currently zoned R-16F (Residential Single-Family). The proposed zoning is PDD (Preliminary Development District).



Vicinity Map
 Not to Scale

Existing B-3 Zoning
Proposed B-3 Zoning

Office/Retail/Commercial Villages
 New 100,000 S.F.

Single-Family Density
 411.0 AC

Multi-Family Density
 8 DU/AC

Proposed Stream Buffer Typ.

100 Year Floodplain

Collins Road

Intermittent Stream

Potential stub road typ.

Potential Additional Access Point typ.

100 Year Floodplain

Collins Road

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE #959
(Scrivener's error corrected 7/6/2010)

**AN ORDINANCE AMENDING THE LANCASTER COUNTY ZONING MAP
BY REZONING PROPERTY LOCATED OFF
US HIGHWAY 521 ON COLLINS ROAD
FROM R-15P TO PDD-26**

WHEREAS, U.S. Trust applied to rezone +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 10, parcel 61) from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26; and

WHEREAS, the applicant requests the rezoning in order to develop the property to incorporate commercial and residential uses which would create a mixed use development; ;and

WHEREAS, the Planning Commission recommended approval by a vote of 4-3.

NOW, THEREFORE, BE IT ORDAINED by the Lancaster County Council that +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 10, parcel 61) shall be rezoned from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26.

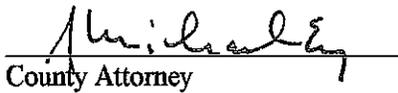
AND IT IS SO ORDAINED this 1st day of December, 2008.

LANCASTER COUNTY COUNCIL


Rudy L. Carter, Chairman


Kathy Sistare, Secretary

Approved as to form:


County Attorney

Attest:


Irene Plyler, Clerk to Council

1st reading: 10/27/2008

2nd reading: 11/24/2008

3rd reading: 12/01/2008

Exhibit 2

M McNAIR
ATTORNEYS

J. Michael Ey

mey@mcnair.net
T (803) 753-3268
F (803) 753-3219

February 5, 2009

Chris Karres
Lancaster County
101 North Main Street
Lancaster, South Carolina 29721

Re: Record Copy of the Unified Development Ordinance of Lancaster
County (UDO) as of September 29, 2008

Dear Steve:

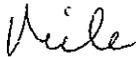
The Collins Road Site Development Agreement requires that the above
referenced document be placed on file in the Planning Department. Accordingly,
please file the above referenced document in your department's records.

If you have any questions or need more information, please contact me.

With warmest regards, I remain

Sincerely,

McNair LAW FIRM, P.A.



J. Michael Ey

JME:ceb

Enclosure

McNair Law Firm, P. A
The Tower at 1301 Gervais
1301 Gervais Street
11th Floor
Columbia, SC 29201

Mailing Address
Post Office Box 11390
Columbia, SC 29211

mcnair.net

2009001230



JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY

AFFIDAVIT
RECORDING FEES

\$10.00

PRESENTED & RECORDED:
2009 04:36 PM

Collins Road Site Development Agreement

**BK: DEED 503
PG: 25-26**

by and among

**UHF Development Group, LLC, 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
and
the County of Lancaster**

**RECORD COPY OF THE UNIFIED DEVELOPMENT ORDINANCE
OF LANCASTER COUNTY (UDO) AS OF SEPTEMBER 29, 2008**

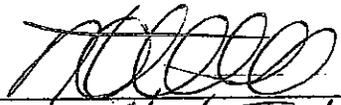
The Collins Road Site Development Agreement provides that the Unified Development Ordinance of Lancaster County (the "UDO"), as of September 29, 2008, governs the development of the Collins Road Site. For purposes of determining the content of the UDO as of September 29, 2008, the Parties to the Development Agreement, by their signatures below, agree that the content consists of the attached documents:

1. the UDO as updated through Ordinance No. 753;
2. Ordinance No. 763, June 26, 2006 - relating to accessory uses and inoperable vehicles;
3. Ordinance No. 790, January 8, 2007 - relating to primary residences with an accessory apartment;
4. Ordinance No. 825, June 4, 2007 - relating to overlay districts and miniature horses;
5. Ordinance No. 832, July 9, 2007 - relating to permissible uses in certain business and industrial districts;
6. Ordinance No. 849, September 10, 2007 - relating to fire hydrants, one access subdivisions and final plats;
7. Ordinance No. 850, September 10, 2007 - relating to final plats and showing the location of fire hydrants;
8. Ordinance No. 861, November 5, 2007 - relating to a reduction of setback requirements in commercial districts under certain conditions;
9. Ordinance No. 866, November 26, 2007 - relating to landscaping requirements during droughts;
10. Ordinance No. 867, November 26, 2007 - relating to general office uses in I-1 Light Industrial Districts;
11. Ordinance No. 871, December 3, 2007 - relating to permissible materials on exterior walls in the panhandle area of the County;
12. Ordinance No. 872, December 3, 2007 - relating to a reduced setback requirement for swimming pools and similar type structures;
13. Ordinance No. 873, December 3, 2007 - relating to the applicability of landscaping requirements to residential developments;
14. Ordinance No. 876, December 3, 2007 - relating to the deletion of cement plants as a permissible use in I-1 Light Industrial Districts;

15. Ordinance No. 901, April 28, 2008 - relating to the establishment of the Carolina Heelsplitter Overlay District; and
16. Ordinance No. 902, April 28, 2008 - relating to the property that is included in the Carolina Heelsplitter Overlay District.
17. Ordinance No. 916, June 2, 2008 – relating to streets and sidewalks.
18. Ordinance No. 917, June 2, 2008 – relating to political signs.
19. Ordinance No. 922, June 30, 2008 – relating to access to subdivisions.
20. Ordinance No. 930, July 7, 2008 – relating to principal building setback requirements.
21. Ordinance No. 931, July 7, 2008 – relating to geometric criteria for road design.
22. Ordinance No. 937, August 11, 2008 – relating to shade trees in parking areas.

The Collins Road Site Development Agreement provides that this document with the attached copy of the UDO, as of September 29, 2008, will be filed in the records of the Lancaster County Planning Department.

UHF Development Group, LLC


 Name: H. C. Tolson, III
 Title: Member/Manager

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


 Name: David M. Parker
 Title: Senior Vice President

County of Lancaster


 Steve Willis
 County Administrator

J. Michael Ey

mey@mcnair.net

T (803) 753-3268
F (803) 753-3219

February 5, 2009

Steve Willis
County Administrator
Lancaster County
101 North Main Street
Lancaster, South Carolina 29721

Re: Recorded Collins Road Site Development Agreement

Dear Steve:

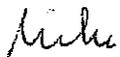
Enclosed is a copy of the executed and recorded Collins Road Site Development Agreement. The Agreement has been recorded in the Lancaster County Register of Deeds Office in Deed Book 503 at Pages 1-24.

If you have any questions or need more information, please contact me.

With warmest regards, I remain

Sincerely,

MCNAIR LAW FIRM, P.A.



J. Michael Ey

JME:ceb

Enclosure

cc: Irene Plyler
Chris Karres
Veronica Thompson
Elaine Boone
Penelope Karagounis

McNair Law Firm, P. A.
The Tower at 1301 Gervais
1301 Gervais Street
11th Floor
Columbia, SC 29201

Mailing Address
Post Office Box 11390
Columbia, SC 29211

mcnair.net

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 960

AN ORDINANCE

APPROVING THE DEVELOPMENT AGREEMENT BETWEEN UHF DEVELOPMENT GROUP, LLC AND LANCASTER COUNTY RELATING TO THE COLLINS ROAD SITE DEVELOPMENT AND AUTHORIZING CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT.

BE IT ORDAINED BY THE COUNCIL OF LANCASTER COUNTY, SOUTH CAROLINA:

Section 1. The Council finds and determines that:

(a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as S.C. Code Ann. §§ 6-31-10 to -160 (2004) (the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

(b) UHF Development Group, LLC seeks to enter into a development agreement with Lancaster County relating to the Collins Road Site development; and

(c) the Act and Ordinance require a development agreement to be approved by the county governing body by the adoption of an ordinance.

Section 2. A. The Council Chair and Council Secretary are individually authorized, empowered and directed to execute, acknowledge and deliver a Development Agreement between UHF Development Group, LLC and Lancaster County relating to the Collins Road Site development (the "Development Agreement") in the name and on behalf of Lancaster County. The form of the Development Agreement is attached hereto as Exhibit A and all terms, provisions and conditions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, the Lancaster County Council approves the Development Agreement and all of its terms, provisions and conditions. The Development Agreement 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 Development Agreement attached to this ordinance. Prior to the execution of the Development Agreement, the parties to it may be changed to reflect the current legal and equitable owners of the property and their respective obligations under the Development Agreement.

B. The Council Chair and Council Secretary are authorized to execute and deliver any related instruments, documents, certificates and other papers as are necessary to effect the delivery of the Development Agreement. The Council and its duly elected or appointed officers and any other County official are authorized to take any and all further action as may be necessary to effectuate the purposes of this ordinance.

Section 3. 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 thereby.

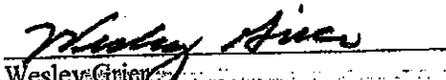
Section 4. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. This ordinance is effective upon third reading.

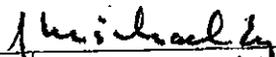
AND IT IS SO ORDAINED THIS 1st DAY OF DECEMBER, 2008.

LANCASTER COUNTY, SOUTH CAROLINA

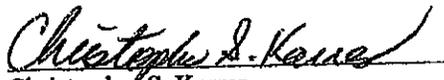
By: 
Rudy L. Carter
Chair, County Council


Wesley Grier
Secretary, County Council

Approved as to form:


J. Michael Ey, County Attorney

Attest:


Christopher S. Karres
Deputy Clerk to County Council

Planning Commission Public Hearing:

Council Public Hearing:

1st reading:

2nd reading:

3rd reading:

October 21, 2008

November 3, 2008

October 27, 2008 (title only) PASSED 7-0

November 24, 2008 PASSED 7-0

December 1, 2008 PASSED 7-0

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A to Ordinance No. 960

**Development Agreement
Between
UHF Development, LLC and Lancaster County
Relating to the Collins Road Site Development**

See attached.

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providing certainty and predictability to the Developer of those rights and providing certainty and predictability to the County on the scope and terms of the development.

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

- (1) "Act" means the South Carolina Local Government Development Agreement Act, codified as S.C. Code §§ 6-31-10 to -160, as amended.
- (2) "Agreement" means this Development Agreement.
- (3) "County" means the County of Lancaster, a body politic and corporate, a political subdivision of the State of South Carolina.
- (4) "County Council" means the governing body of the County.
- (5) "Developer" means UHF Development Group, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights, and, unless otherwise indicated, the Owner.
- (6) "Development Rights" means the right of the Developer to develop all or part of the Property in accordance with this Agreement.
- (7) "Effective Date" means December 1, 2008.

(8) "Laws and Land Development Regulations" means the County's applicable rules and regulations governing development of real property as set forth on Exhibit E hereto.

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

(10) "Ordinance No. 959" means Ordinance No. 959 of the County zoning the Property Planned Development District (PDD-26).

(11) "Ordinance No. 960" means Ordinance No. 960 of the County approving this Agreement.

(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.

(13) "Parties" means County and Developer.

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

(15) "Submission Date" means September 29, 2008.

(16) "UDO" means Ordinance No. 309 as amended as of the Submission Date and which is cited as the Unified Development Ordinance of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.

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

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

Section 1.04. Property. This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as the Collins Road Site development.

Section 1.05. Zoning. The Property is zoned Planned Development District (PDD-26) pursuant to Ordinance No. 959.

Section 1.06. Permitted Uses. (A) Ordinance No. 959 provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the requirements of the UDO apply.

Section 1.07. Development Schedule. (A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County

and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

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

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

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

Section 1.09. Benefits and Burdens. (A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

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

(C)(1) The Parties acknowledge that Owner is executing this Agreement solely because of Owner's ownership interest in the Property described in Exhibit A and Owner will benefit from the surrounding development and from the terms of this Agreement.

(2) Developer acknowledges and agrees that it: (i) is responsible for the development of the Property when Developer acquires title or development rights from Owner; and (ii) will develop the Property in accordance with the terms and conditions of this Agreement.

(3) Owner acknowledges and agrees that: (i) Developer is responsible for the development of the Property when the Developer acquires title or development rights from Owner; (ii) if Developer does not acquire title or development rights to the Property from Owner, then Owner or its successor in interest will develop the Property in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement.

Section 1.10. Term. The term of this Agreement commences on the Effective Date and terminates ten (10) years thereafter.

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County. (A) The County represents that it finds the development permitted by this Agreement is consistent with the County's comprehensive plan and land development regulations.

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 960 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 960 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer and Owner. (A) Developer represents that the number of acres of highland contained in the Property is more than two hundred and fifty (250).

(B)(1) Developer represents that, as of the Effective Date, it has contractual rights to develop the Property.

(2) Owner represents that, as of the Effective Date, it is the only legal and equitable owner of the Property, except to the extent that Developer has a contractual right to develop the Property.

(C) Developer and Owner, each as a party to this Agreement, represent and warrant that the execution, delivery and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of such party.

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop. (A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement. As of the Effective Date, the right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement.

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 959 and the UDO and the terms of this Agreement.

(D) Except as may be otherwise provided for in this Agreement, the Act or Ordinance No. 663, no future changes or amendments to the Laws and Land Development Regulations shall apply to the Property, and no other local land development legislative enactments shall apply to the development, the Property, or this Agreement which have a direct or indirect adverse effect on the ability of the Developer to develop the Property in accordance with the Laws and Land Development Regulations.

(E)(1) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in Ordinance No. 959 and the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(2) To the extent that Ordinance No. 959 may contain zoning and development standards which conflict with zoning and development standards contained in the UDO, the standards contained in Ordinance No. 959 supersede all other standards and Ordinance No. 959 is deemed controlling except as provided in subsection (E)(1).

(F) Developer acknowledges and agrees that the Property is within the boundaries of Carolina Heelsplitter Overlay District and the provisions of Section 2.1.2 of the UDO, as added by Ordinance No. 901, apply to the Property. For purposes of Section 3.03(A)(3), the Carolina Heelsplitter Overlay District development restrictions and limitations are anticipated to be amended subsequent to the Submission Date and the development restrictions and limitations as amended will apply to the Property.

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

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations. (A) County may apply laws adopted after the execution of this Agreement to the development of the Property only if the County Council holds a public hearing and determines:

(1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development set forth in this Agreement and "laws" which prevent development include, but are not limited to, a moratorium, or any other similar restriction that curtails the rate at which development can occur on the Property;

(2) the laws are essential to the public health, safety, or welfare and the laws expressly state that they apply to the development that is subject to this Agreement;

(3) the laws are specifically anticipated and provided for in this Agreement;

(4) that substantial changes have occurred in pertinent conditions existing at the time this Agreement was approved which changes, if not addressed by County, would pose a serious threat to the public health, safety, or welfare; or

(5) that this Agreement was based on substantially and materially inaccurate information supplied by the Developer that materially affected the terms and provisions of this Agreement.

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

Section 3.04. Development Permits. (A) Developer agrees to obtain all local development permits for the development of the property. Local development permits or approvals needed, some of which may have been obtained as of the Effective Date include, but are not limited to:

- (1) Zoning permit;
- (2) Building permits, including plat approval; and
- (3) Sign permit.

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer of individual lots as set forth in Section 1.09.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, ad valorem taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes

paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.01A. Payment to Lancaster County. (A) Developer agrees to pay County one million dollars (\$1,000,000.00) the earlier of either July 1, 2018 or the time when the application is filed for a building permit for the first residential dwelling unit to be built in the development.

(B) Payment of the amount provided in Section 4.01A.(A) entitles the Developer to receive not more than eight hundred and ten (810) building permits for constructing residential dwelling units on the Property and as set forth in Ordinance No. 959. At the time of payment of the amount provided in Section 4.01A.(A), the County shall provide to the Developer a document indicating the Developer: (i) has paid the amount; (ii) is entitled to a specified number of building permits for residential dwelling units for the Property; (iii) will receive building permits upon meeting all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council; (iv) will receive the building permits notwithstanding any applicable moratorium, limit on the issuance of building permits, or any other restriction on development rights in effect at the time of application or time of issuance for the building permit; and (v) that the County considers the issuance of the document entitling the Developer to building permits pursuant to this Section 4.01A.(B) to be a "building permit" as used in Section 13.6.2.6.5 of the UDO, as added to the UDO by Ordinance No. 673, and relating to vesting of construction projects.

(C) Developer acknowledges and agrees that the expenditure and use of the monies received by the County from the payment provided in Section 4.01A.(A) is at the sole discretion of the County Council.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than May 31, 2009, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees. (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

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

(C) The Parties agree that pursuant to Section 6-1-1050 of the Code of Laws of South Carolina 1976, as amended, the payments provided for in this Agreement are instead of impact fees for facilities or services. By Developer agreeing to make these payments, the County agrees that no impact fee may be imposed by the County on Developer.

Section 4.04. Infrastructure and Services. The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether public or private, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer will comply with any necessary improvements set forth in the traffic study prepared by Kublins Transportation Group, Inc., dated August 2008 (C08089), provided, that, road improvements shall be installed based on a phasing study which shall be conducted by a qualified traffic consultant at the expense of Developer and the installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a qualified traffic consultant at established specific times and at the expense of Developer.

(2)(a) County may accept the dedication of the public roads in the Collins Road Site development to the County road system but only if the County Council passes an ordinance accepting the roads into the County road system. The County will not consider the acceptance of the dedication of the public roads until at least ninety percent (90%) of the residential dwelling unit lots in the Collins Road Site development have been build out and fifty percent (50%) of the commercial development has been built out. Any road proposed for dedication must meet or exceed all County road standards for construction and maintenance. In addition to meeting any other applicable requirement in the UDO, when Developer requests the County to accept the dedication of the public roads, the Developer shall provide a performance guarantee in the same manner and amount as provided in Section 13.7.15 of the UDO and the amount of the performance guarantee must be sufficient to pay the costs of resurfacing the roads at least once. The decision to accept the dedication of the public roads in the Collins Road Site development to the County road system is solely within the discretion of the County Council and County Council reserves the right to refuse to accept the dedication.

(b) Until the public roads in the Collins Road Site development are accepted into the County road system, Developer is responsible for all construction and maintenance, and the costs thereof, associated with public roads. After acceptance of the public roads into the County road system, as provided in Section 4.04(A)(2)(a), Developer agrees to continue to be responsible for the maintenance of the landscaping and sidewalks in the right-of-way and any medians of the public roads within the Property. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization, for the Collins Road Site development, provided, that the transfer is for perpetual maintenance.

(c) Developer is responsible for all maintenance and costs associated with the private roads and for the maintenance of any landscaping in the right-of-way and any medians of the roads within the Property. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization, provided, that the transfer is for perpetual maintenance.

(2) Developer agrees to maintain the landscaping at the entrance to the commercial and residential portion of the Property and obtain any necessary easements therefore from the South Carolina Department of Transportation. Developer's obligation to maintain the landscaping is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization, provided, that the transfer is for perpetual maintenance.

(B) Potable Water. Potable water will be supplied to the Property by Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary sewer service infrastructure within the Property and the sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewer service or sewer service infrastructure. Sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

(F) Law Enforcement Protection. The County shall provide law enforcement protection services to the Property on the same basis as is provided to other residents and businesses within the County.

(G) Recycling Services. The County shall provide recycling services to the Property on the same basis as is provided to other residents and businesses within the County.

(H) Emergency Medical Services (EMS). Emergency medical services shall be provided by the County to the Property on the same basis as is provided to other residents and businesses within the County.

(I) Fire Services. The Property is located in the Pleasant Valley Fire Protection District and fire services will be provided by the Pleasant Valley Volunteer Fire Department, or successor entities.

(J) Library Service. The County shall provide library services on the same basis as is provided to other residents within the County.

(K) School Services. Public school services are now provided by the Lancaster County School District.

(L) Parks and Recreation. The County shall provide parks and recreation services on the same basis as is provided to other residents within the County.

Section 4.05. Improvement District and Revenue Bonds. Developer acknowledges that it may seek to have County Council provide public financing to defray the costs of public infrastructure to be constructed for the Property. As used in this section, "public financing" means financing as authorized by the County Public Works Improvement Act, codified as Sections 4-35-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act"), and the South Carolina Residential Improvement District Act, 2008 S.C. Act No. 350 (the "Residential Improvement District Act"). County agrees to reasonably cooperate with Developer to allow the use of the Act and the Residential Improvement District Act to provide public financing for public infrastructure for the development. Upon written request from Developer, County shall take such action as necessary to provide for public financing under the Act or the Residential Improvement District Act in such amounts as then current, definitive plans indicate to be necessary to fund the public infrastructure upon such terms and conditions as contained herein. The request for public financing may be in such dollar amount as the Developer may determine. The provision of public financing is conditioned as follows: (i) no county property tax millage or tax revenue shall be used for the costs of the public infrastructure or for the payment of principal and interest on any revenue bonds issued pursuant to the Act or the Residential Improvement District Act; (ii) no security interest shall be granted over any County funds or sources of revenue; (iii) the pledge of any funds to the repayment of the revenue bonds shall be limited to the funds derived from assessments imposed pursuant to the Act or the Residential Improvement District Act; (iv) at no time shall the full faith and credit of the County be pledged to the repayment of any bonds; (v) the County shall have no financial responsibility, or incur any cost, for the underwriting, marketing or sale of the bonds; (vi) the revenue bonds must be non-recourse to the County; (vii) Developer must make suitable arrangements, acceptable to the County, to guarantee completion of the construction of the public infrastructure; (viii) the approval of the public financing must comply with all applicable procedural and substantive requirements of the selected public financing mechanism; (ix) the County evaluating and determining, in its sole discretion, that the proposal is beneficial to the public interest after consideration of all circumstances; (x) the County and Developer agreeing on mutually acceptable terms and conditions of all associated documents; and (xi) the County or Developer choosing, within its respective discretion, to proceed with the provision of the public financing. Developer may arrange for the sale of the bonds, and if successful marketing arrangements can be made, the County agrees to cooperate in facilitating the issuance and marketing of the bonds, at no cost to the County.

Section 4.06. Land for Park and Recreation Facility. Developer agrees to set aside acreage useable for a park or recreation facility, or both. The general location for the set aside property is within Village D, as shown on the Preliminary Master Plan designated as "411 Acre Collins Road Site" prepared by ESP Associates dated July 11, 2008. Developer and County shall work together to identify the specific location of the property that will be set aside. County intends to involve in the identification process representatives from the entities that would provide services from the set aside property. County and Developer acknowledge that whether the set aside property is ultimately used for park or recreation uses is dependent on negotiations with the owners and developers of property near or adjacent to the Property. If it is determined that the set aside property will be conveyed to the County, then Developer agrees that the property will be conveyed free of any encumbrances and by way of special warranty deed conveying marketable and insurable title to the County.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, demand, request, consent, approval or communication which a party is required to or may give to another party to this Agreement shall be in writing and shall be delivered or addressed to the other at the address set forth below or to such other address as the party may from time to time direct by written notice given in the manner prescribed in this section, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fourteenth (14th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided in this section. All notices, demands, requests, consents, approvals or communications to the County shall be addressed to:

County of Lancaster
Attn: County Administrator
101 N. Main St.
P.O. Box 1809
Lancaster, SC 29721

And to Developer: UHF Development, LLC
Attn: Hubie G. Tolsen, III
227 East Front Street
New Bern, NC 28560

With Copy to: Blackwell Trimnal, LLC
Attn. David R. Blackwell
201 West Dunlap Street
P.O. Box 2078
Lancaster, SC 29721

And to Owner: Wachovia Bank, N.A.
Attn: David M. Parker, SVP
Calibre (Mail Code NC 6729)
One West Fourth Street
Winston-Salem, NC 27101

Section 5.02. Amendments. (A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Effective Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

(B) If an amendment to this Agreement constitutes a major modification, the major modification may occur only after public notice and a public hearing by the County Council. A “major modification” means: (i) any increase in maximum gross density of more than 10% of development on the Property over that set forth in this Agreement; (ii) land use changes that are inconsistent with the land uses contained in this Agreement; (iii) any major miscalculations of infrastructure or facility needs from that contemplated in this Agreement and which create demand deficiencies; or (iv) any other significant deviation from the development as contemplated in this Agreement.

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

Section 5.03. Periodic Review. At least every twelve months, the County planning director must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement. (A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the County planning director finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the County planning director shall serve notice in writing, within a reasonable time after the periodic review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity: (1) to rebut the finding and determination; or (2) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

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

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

Section 5.07. Recording of Agreement. The Parties agree that Developer shall record this Agreement with the County Register of Deeds within fourteen (14) days of the date of execution of this Agreement.

Section 5.08. Administration of Agreement. County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or is annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by S.C. Code § 6-31-110, as amended. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (1) that this Agreement is in full force and effect; (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments; and (3) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and (4) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

Section 5.12. Covenant to Sign other Documents. County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.