LANCASTER COUNTY PLANNING COMMISSION

January 20, 2015
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
Approval of minutes – December 4, 2014 Workshop Minutes & December 16, 2014 Regular Minutes	Chairman
Chairman's Report	Chairman
Director's Report	Penelope Karagounis
SD-015-001 – Springview @ Bailes Ridge – Subdivision application of The Rains Group, LLC, for a proposed subdivision which will consist of 38 Single-Family residential lots. {Public Hearing} pgs. 1-32 **Tax Map p/o 0007-00-025.00, 0008-00-025.09**	Alex Moore
SD-015-002 – The Preserve at Barber Rock – Subdivision application of Bonterra Builders, LLC, for a proposed subdivision which will consist of 52 traditional Single-Family lots. {Public Hearing} pgs. 33-105 **Tax Map 3, Parcels 68.00 & 63.01**	Andy Rowe
SD-015-003 – The Overlook @ Barber Rock – Subdivision application Bonterra Builders, LLC, for a proposed subdivision which will consist of 125 traditional Single-Family lots. {Public Hearing} pgs. 106-170 **Tax Map 6, Parcels 53.00,53.01,53.02**	Penelope Karagounis/Andy Rowe
RZ-015-002 – Rezoning application of Haldenby Holdings, LLC and Landsford River Park, LLC c/o Cynthia Tyson to rezone ±231.66 acres from R-30, Low Density Residential/Agricultural District **To** I-2, Heavy Industrial District. The applicant is proposing a wood product manufacturing facility. {Public Hearing} Pgs. 171-185 **Tax Map #45, Parcel 24**	Penelope Karagounis/Nick Cauthen
RZ-015-003 – Rezoning application of Marty Harper to rezone ±1.153 acres from R-30, Low Density Residential/Agricultural District, **TO** R-30S, Low Density Residential/Manufactured Housing/Agricultural District. The applicant proposes to place a single-wide manufactured home on the property. {Public Hearing} Pgs. 186-197 **Tax Map 0081N-0A-021.00**	Alex Moore
UDO-TA-015-001 – The application of Lancaster County Zoning Administrator to delete subsection 6 of Chapter 4, Conditional and Special Exception Uses, Section 4.1.17 Mini-Warehouses of the Lancaster County Unified Development Ordinance. The purpose of this amendment is to delete Subsection 6 which states "None of the side walls of the structure shall be over 12 feet in height." {Public Hearing} pgs. 198-202	Penelope Karagounis

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 13, 2015

Re: Director's Report for the January 20, 2015 Planning Commission meeting

Message:

I want to wish everyone a Happy New Year. Mr. Keel Kelly who served as Planning Commission member for District 4 has resigned. On behalf of the Lancaster County Planning Commission and Lancaster County Planning Department we would like to thank him for his service to Lancaster County. It was a pleasure to have him on the Commission and we are very grateful for his years of service. He will be greatly missed. Councilman Honeycutt has nominated Mr. James Barnett to fill the District 4 Planning Commission vacant seat. On Monday, January 12, 2015 at the County Council Meeting, Mr. Barnett was appointed to serve on the Lancaster County Planning Commission representing District 4. The entire staff would like to welcome Mr. Barnett to the Lancaster County Planning Commission. We look forward to working with him.

For the month of January, we have two Development Review Committee cases. These Development Review Committee cases are new commercial projects. One project is Mr. Brent Whitlock's business and the second project is MGP Retail Site in Indian Land. Just a reminder it is a new year and all Commissioners need to fulfill their continuing education classes. Judy and I will provide each commissioner some information about the classes in the near future.

SD-015-001 – Springview @ Bailes Ridge – Subdivision application of The Rains Group, LLC, for a proposed subdivision which will consist of 38 Single-Family residential lots. {Public Hearing} pgs. 1-32 **Tax Map p/o 0007-00-025.00, 0008-00-025.09**	Alex Moore

PLANNING STAFF REPORT: SD-015-001 SPRINGVIEW AT BAILES RIDGE

I. FACTS

A. General Information

Proposal: Subdivision application of The Rains Group, LLC.

Property Location: The proposed subdivision consists of two tax parcels. The majority of this subdivision, ± 12.6 acres, is a portion of TMS 0007-00-025.00. The remainder, ± 2.0 acres, comprises the entirety of TMS 0008-00-025.09.

Legal Description: TMS # p/o 0007-00-025.00, 0008-00-025.09.

Zoning Classification: The properties are zoned Planned Development District, PDD-5 (TMS 0007-00-025.00) and R-15P, Moderate Density Residential/Agricultural Panhandle District (TMS 0008-00-025.09).

B. Site Information

Site Description: The project contains ± 14.6 acres and is proposed to consist of 38 single-family residential lots. Thus the proposed density for this development is 2.6 dwelling units per acre.

C. Vicinity Data

Surrounding Conditions: This site is surrounded by properties which are zoned Planned Development District (PDD), R-15P, Moderate Density Residential/Agricultural Panhandle District, B-3, General Commercial (in the area on the east side of Possum Hollow Road), and I-1, Light Industrial District. The properties which are zoned I-1 are not immediately adjacent to the subject property but are adjacent to the overall TMS 0007-00-025.00. Please see Exhibit 4 for further clarification.

D. Exhibits

1. Subdivision Application (including subdivision variance application)
2. Connectivity Index Schematic
3. Tax Inquiry Sheets
4. Location/Zoning Map
5. PDD-5 Ordinance # 458
6. PDD-5 Master Plan (11" x 17" version in Planning Commissioners envelope)
7. PDD-5 Master Plan Color Rendering
8. Bailes Ridge Residential Summary
9. Springview at Bailes Ridge Preliminary Plan (large copy in Planning Commissioners envelope)

II. FINDINGS

Staff would like point Planning Commissioners first to the application submitted on 12/1/14 (Exhibit 1). The application states that the project consists of 37 lots on 15.5 acres. There are now 38 lots proposed on ± 14.6 acres due to subsequent staff review and comments which resulted in redesign of portions the proposed subdivision. The acreage reduction is due to the fact that a portion of the original plan was not owned by the developer.

The correct zoning for single-family residential is already established on both subject parcels for the proposed Springview at Bailes Ridge. County Council amended the official Lancaster County Zoning Map on November 6th, 2001which created Planned Development District-5. The creation of this PDD was additionally facilitated by the adoption of Ordinance #458 which enumerates the zoning and development standards of this PDD. This ordinance and associated master plan are attached as exhibits.

TMS 0008-00-025.00 is not within the PDD but is currently zoned R-15P. County legal counsel has advised that the overall PDD will not require a major amendment as long no portion of TMS 0008-00-025.00 contains single-family lots. The current Preliminary Plan indicates that only street right-of-way and a mail kiosk are located on this parcel.

Section 3.1 on page 2 of Ordinance #458, states that applicable Lancaster County regulations must be applied to this proposed subdivision. In this instance, UDO Section 13.4 states that all subdivisions of property must be reviewed by the Lancaster County Planning Commission. Thus the Planning Commission must now hold a public hearing for the proposed subdivision.

The Planning Department distributed copies of the Preliminary Plan to the following agencies for review and comment in advance of the Lancaster County Development Review Committee (DRC) meeting on December 16th, 2014:

- Lancaster County Water & Sewer District
- Lancaster County Public Safety Communications
- Lancaster County Building Department
- Lancaster County Fire Service
- Lancaster County Planning Department
- SC Department of Transportation

Subsequent to the DRC meeting the applicant revised and re-submitted the Preliminary Plan on January 5th, 2015.

The Lancaster County Planning Commission then held a workshop on January 8th, 2015. Subsequent to this meeting the Preliminary Plan was revised a second time. This plan is Exhibit 9 within the Planning Commissioners Packet. One of the key additions to this plan is that sidewalks must be provided within that portion of the subdivision within PDD-5 (TMS 0007-00-025.00). This sidewalk must be 4-feet in width and provided on both sides of all streets including the entirety of cul-de-sacs. **See Section 6.1(c) of PDD Ordinance # 458.** The existing residential neighborhoods north of SC HWY 160, and within this PDD, have met this sidewalk requirement. This would include Arlington and Clairemont.

The proposed subdivision under review is considered a Minor Amendment to the Master Plan pursuant to Section 7.2 of the approved PDD. Specifically, Section 7.2(a) states *"A specific residential land use designation shown for any Component or portion of a Component on the Master Plan may be changed to any other type of residential."* In this instance the PDD land use designation of "high density residential" is proposed to be changed to "low density residential." Under the provisions of the approved PDD #458 a shift in land-uses within the PDD qualifies as a Minor Amendment.

As noted above, ± 12.6 acres of Springview at Bailes Ridge is within the previously approved PDD-5 and ± 2.0 acres of this proposed project is located outside of PDD-5. This later acreage will contain only road right-of-way along with a mail kiosk. The submitted Preliminary Plan indicates that ± 1.078 acres of TMS 0008-00-025.00 is allocated as open space. It is staff's opinion that this acreage should not be allowed to be allocated to the mandated PDD open space of 62.5 acres (required for that portion of PDD-5 south of SC HWY 160) as this parcel is not part of PDD-5. This would reduce the total PDD open space provided within Springview at Bailes Ridge to ± 1.8 acres, or 14% of the site.

Staff believes that this open space figure will not be problematic as long as the aggregate figure of 62.5 acres south of SC HWY 160 is met with future development. The controlling interests of this PDD should be cognizant of this fact.

Staff would also like to note that the National Wetland Inventory Maps produced by the U.S. Fish & Wildlife Service indicates that there are no regulated wetlands on this site. This information is included as a layer on the Zoning/Location Map (Exhibit 4) as is indicated in the map legend.

Planning Staff would like to make Planning Commission aware that as of press time there is the possibility that the proposed streets within this subdivision ***may*** qualify to be accepted into the County system based on Ordinance No. 2014-1299. The relevant section from that ordinance is below:

(2) Post Ordinance 2008-915 roads – these roads are considered to be those roads that were "identified and created through the submission of a preliminary plan" following the passage of Lancaster County Ordinance 2008-915 on December 1, 2008 but prior to January 1, 2015. To be accepted by the County, the following shall be mandatory:

(a) Each requirement and condition set forth in Ordinance 2008-915 must be accomplished;

(b) Each requirement shall be completed by the owner on or before December 31, 2017;

The Springview at Bailes Ridge Preliminary Plan was submitted on 12/1/14. County Legal Counsel is reviewing this aspect of the Preliminary Plan submittal and will have a determination by the Planning Commission meeting on Tuesday January 20th.

Six final points regarding the Findings for SD-015-001:

- There is no development agreement for Springview at Bailes Ridge.
- There was no TIA done for this PDD. Taken by itself the subdivision would not warrant a TIA because it contains relatively few lots.
- The 38 lots proposed within Springview at Bailes Ridge are the final 38 low-density residential units available within this PDD (see Exhibit 8).
- Street trees will be required within the subdivision per Section 12.11.2 of the Lancaster County UDO.
- Street lighting shall be provided in accordance with Section 11.8 of PDD Ordinance # 458.

III. CONCLUSIONS

The Preliminary Plan is in conformance with PDD Ordinance #458 and applicable sections of the Lancaster County UDO *except* for the connectivity index requirements within Section 13.7.9.1. This section requires that the connectivity index have a measurement of 1.40 or greater.

Springview at Bailes Ridge has a connectivity index of 1.2. The applicant states that the reason for a subdivision variance request is due to the shape of the property and to avoid a major creek crossing (see Exhibits 1 and 2).

The parameters for Planning Commission granting a subdivision variance are enumerated below in Section 13.14 of the UDO:

Section 13.14 Variances.

When the subdivider can show that a provision of these regulations would cause unnecessary hardship because conditions unique to the site (ex. unique topography) and in the opinion of the planning commission a departure may be made without destroying the intent of such provisions, the planning commission may approve a variance. Any variance that is approved is required to be entered in writing in the minutes of the county planning commission along with the reason for which such departure was justified.

(Ord. No. 328, 4-12-99; Ord. No. 748, 5-1-06)

IV. RECOMMENDATION

It is the recommendation of Lancaster County Planning Staff that the Springview at Bailes Ridge Preliminary Plan, along with the requested variance from the required connectivity index, be approved subject to any outstanding comments being addressed from other County Departments and associated agencies.

Exhibit 1

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

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

Do Not Write In This Box		
Application No. SD-015-001	Date Received _____	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: SPRINGVIEW @ BAILES RIDGE

Project Type: RESIDENTIAL

Property Location: (one) ☑ Unincorporated area of County ☐ City of Lancaster

☐ Town of Heath Springs ☐ Town of Kershaw

Tax Map Number: 0007-00-025.00 (PORTION), 0008-00-025.09

Area in Acres: 15.5

Number of Lots: 37

Number of Sections/Phases: 1

Existing Land Use District Classification: PDD-5

CONTACTS:	PROPERTY OWNER	SURVEYOR/ENGINEER
NAME	BAILES INVESTMENT ASSOC.	THE RAINS GROUP, LLC
ADDRESS	125 SCALEY BARK RD	3333 HARMONY RD
CITY/STATE/ZIP	CHARLOTTE, NC 28209	CATAWBA, SC 29704
PHONE NUMBER		803-493-5393

Waster Supply: ☐ Wells ☑ Central LCWSA (Name of Provider)

Water Treatment: ☐ Septic ☑ Central LCWSA (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.

RECEIVED 12-1-14

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)	✓	—
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	✓	—
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	—	✓
Construction plans for water supply, storm drainage, and sanitary sewer systems (if applicable)	—	✓
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	—	✓
Number of proposed lots	✓	—
Total length of proposed roads	✓	—
Traffic Impact Analysis – Refer to SCDOT ARMS Manual	✓	—

If any of the above items are not included in your proposal, please explain why:
WATER/SEWER PLANS ARE PENDING PREL. PLAT APPROVAL AS WELL AS CONTOUR CHANGES. DONE DURING CIVIL DESIGN

(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

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

APPLICATION TO VARY OR APPEAL THE REQUIREMENTS
OF THE LANCASTER COUNTY LAND DEVELOPMENT REGULATIONS

Do Not Write In This Box		
SD-015-001		
Application No.	Date Received 12-1-14	Fee Paid ✓

1- This application if for : (check one)

☑ A variance from the requirements of the Ordinance (fill in items # 2 & 3)

☐ An appeal for clarification or interpretation of the Ordinance (fill in item # 3)

2- Give either exact address or tax map reference of property for which a variance is requested:

0007-00-025.00 (portion), 0008-00-025.09

3- Describe the nature of the variance or appeal requested and list the section(s) of the Ordinance that is in question:

A VARIANCE IS BEING REQUESTED FROM THE CONNECTIVITY INDEX DUE TO SHAPE OF PROPERTY & LOCATION OF MAJOR CREEK CROSSING

(attach additional information as needed)

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

APPLICANT'S NAME: (PRINT)

THE RAINS GROUP, LLC

ADDRESS:

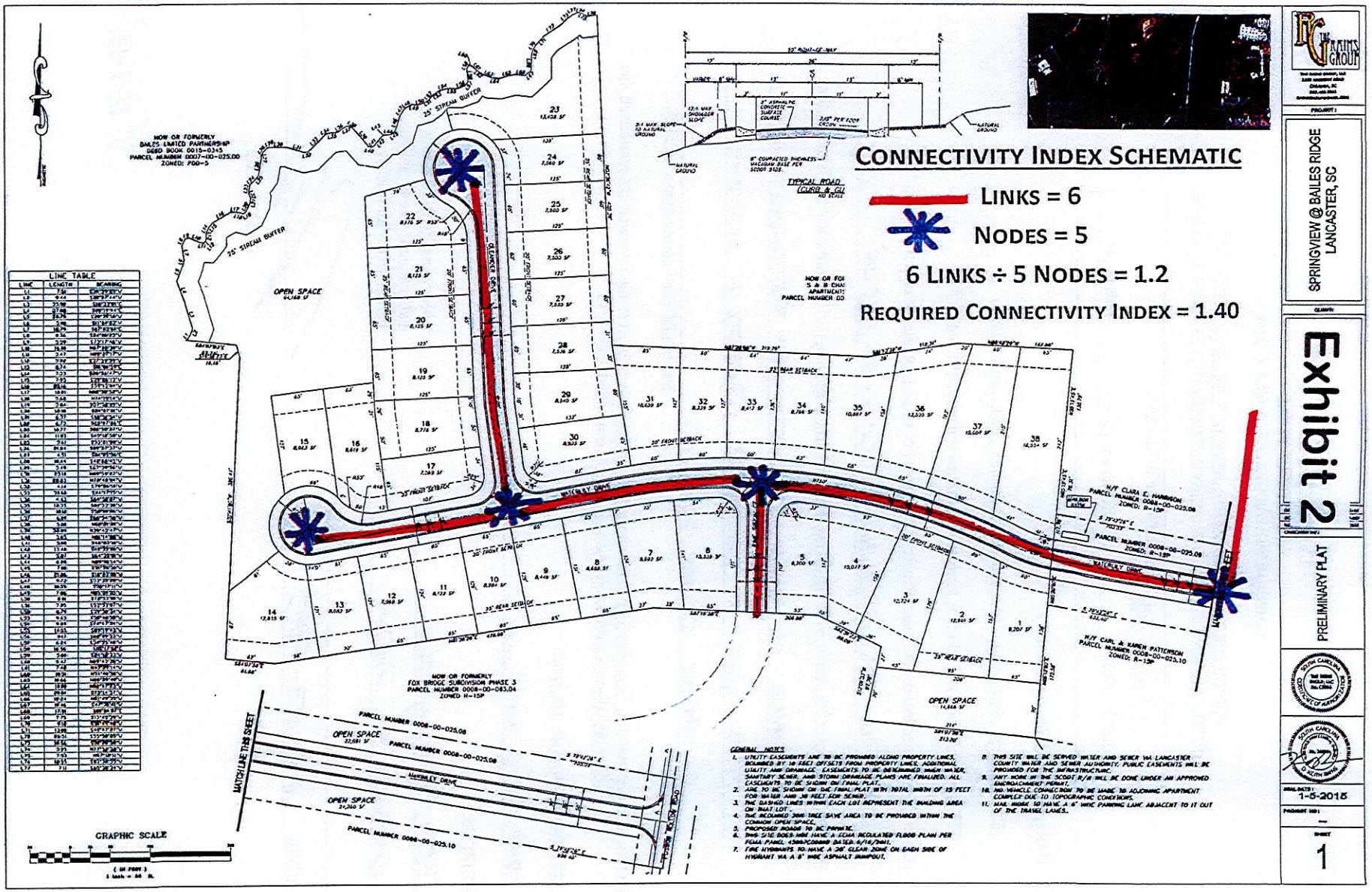
3333 HARMONY RD
CATAWBA, SC 29704

PHONE: 803-493-5393

I hereby certify that the above information is correct and true to the best of my knowledge.

SIGNATURE

RECEIVED 12-1-14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LINKS = 6
NODES = 5
6 LINKS ÷ 5 NODES = 1.2
REQUIRED CONNECTIVITY INDEX = 1.40
LINE TABLE
GRAPHIC SCALE
OPEN SPACE
WATERLEY DRIVE
MATCH LINE THIS SHEET
GENERAL NOTES
SPRINGVIEW @ BAILES RIDGE
LANCASTER, SC
Exhibit 2
PRELIMINARY PLAT
1-5-2015
1

AssessPro 4.7.18.4618 - Lancaster2014 - [Record Card]

File Edit Record Navigate Process Utilities Tools Options Help RB ROLL BACK Database

Add Mod Del Save Cancel

Indexed By: Parcel ID | Card #

Parcel ID: 0007-00-025.00 | Card: 1/1

Account: 462 | District: 14BR - BAILES RIDGE

Sticker #: | Ent. Parcel Area: 162.184 - AC

Location: OLD LANCASTER HWY Lancaster

Land Use: NCOM - Comm | Neigh: 01A - 01A

Owner #1: BAILES INVESTMENT ASSOCIATES LLC | Own Type:

Market Adj. Value	Current	Year: 2013
Calc. Land Area	172,801	211,460
Full Market Value	5,534,000	6,693,800
Building Value		
Yard Items		
Land Value	5,534,000	6,693,800
Total Value	5,534,000	6,693,800
Assessed Value	332,040	401,628
Capped Total	5,534,000	6,693,800

Reval / Market Districts: 01

Legal Description

This Parcel contains 162.184 AC of land mainly classified as Comm

Sales Information

Grantor: BAILES LIMITED PARTNERSHIP ETAL

Sale Price: 1 | Validity: 9J

Sale Date: 7/17/2002 | Sold Vacant: No

Legal Ref: 164-324

Narrative Description

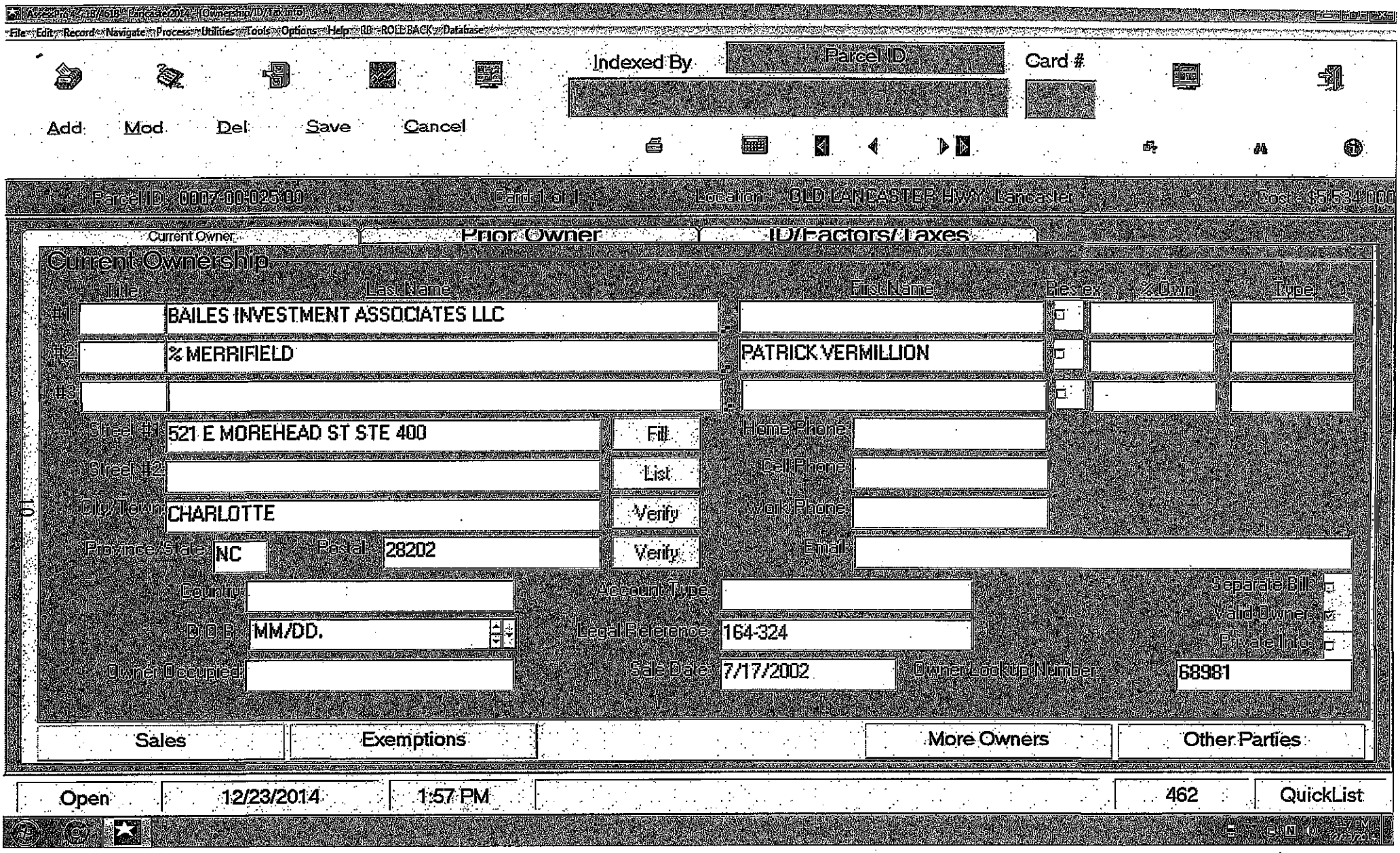
☑ Office Notes ☐ Notes

No Picture Available

Exhibit 3

No Sketch Available

Open | 12/23/2014 | 1:56 PM | Display Main Record Card Screen | 462 | QuickList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Card 1 of 1
Location: OLD LANCASTER HWY Lancaster
Cost: $5,534,000
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Prefix
% Own
Type
#1
BAILES INVESTMENT ASSOCIATES LLC
#2
% MERRIFIELD
PATRICK VERMILLION
#3
Street #1
521 E MOREHEAD ST STE 400
Street #2
City, Town
CHARLOTTE
Province/State
NC
Postal
28202
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
County
Account Type
Separate Bill
Valid Owner
Private Info
D O B
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Legal Reference
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7/17/2002
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More Owners
Other Parties
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QuickList

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Indexed By: Parcel ID | Card #

Parcel ID: 0008-00-025.09 | Card: 1/1

Account: 925 | District: 01 - County

Sticker #: | Ent. Parcel Area: 1.97 - AC

Location: HWY 157 Lancaster

Land Use: NLN - LandOnly | Neigh: 01 - 01

M Owner #1: BAILES INVESTMENT ASSOCIATES L | Own Type:

Market Adj Value	Current	Year: 2013
Calc. Land Area	1.980	1.980
Full Market Value	63,500	63,500
Building Value		
Yard Items		
Land Value	63,500	63,500
Total Value	63,500	63,500
Assessed Value	3,810	3,810
Capped Total	63,500	63,500

Legal Description

Reval / Market Districts: 01

Sales Information

Grantor: MILLER J JOSEPH & WILLIAM BREVAR

Sale Price: 5 | Validity: 1

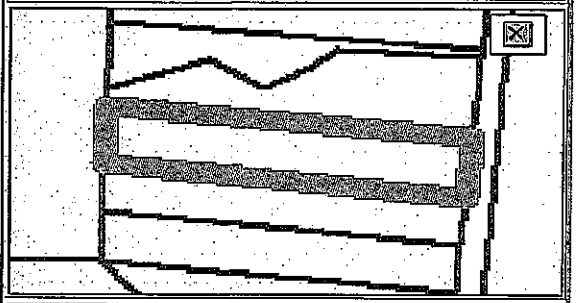
Sale Date: 7/11/2003 | Sold Vacant: No

Legal Ref: 0205-0064

Narrative Description

Office Notes Notes

No Picture Available



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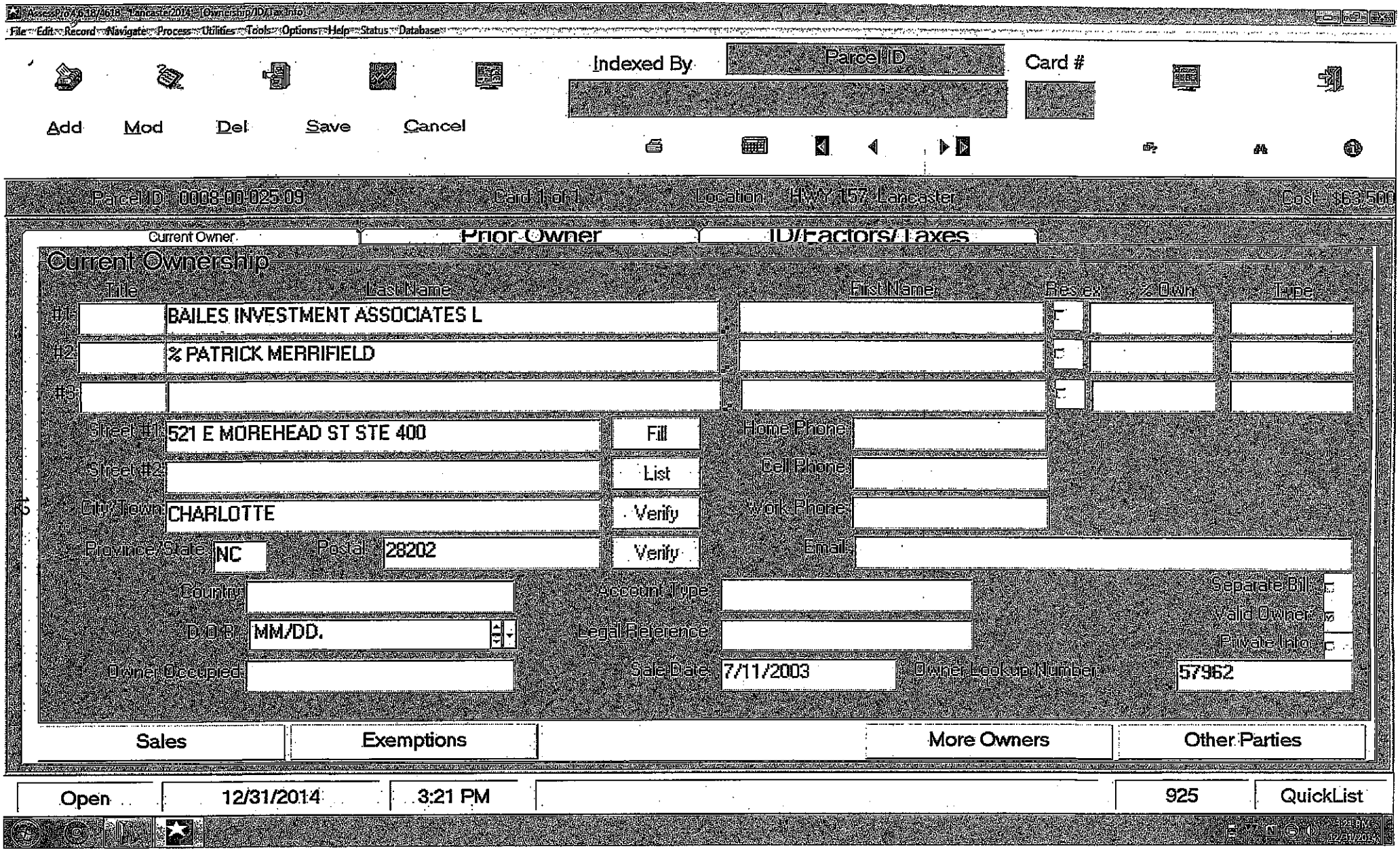
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Parcel ID
Card #
Parcel ID 0008-00-025-09
Card 1 of 1
Location HWY 157 Lancaster
Cost $63,500
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Res ex
% Own
Type
#1 BAILES INVESTMENT ASSOCIATES L
#2 % PATRICK MERRIFIELD
#3
Street #1 521 E MOREHEAD ST STE 400
Street #2
City, Town CHARLOTTE
Province/State NC
Postal 28202
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
DOB MM/DD.
Owner Occupied
Account Type
Legal Reference
Sale Date 7/11/2003
Separate Bill
Valid Owner
Private Info
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Exemptions
More Owners
Other Parties
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QuickList

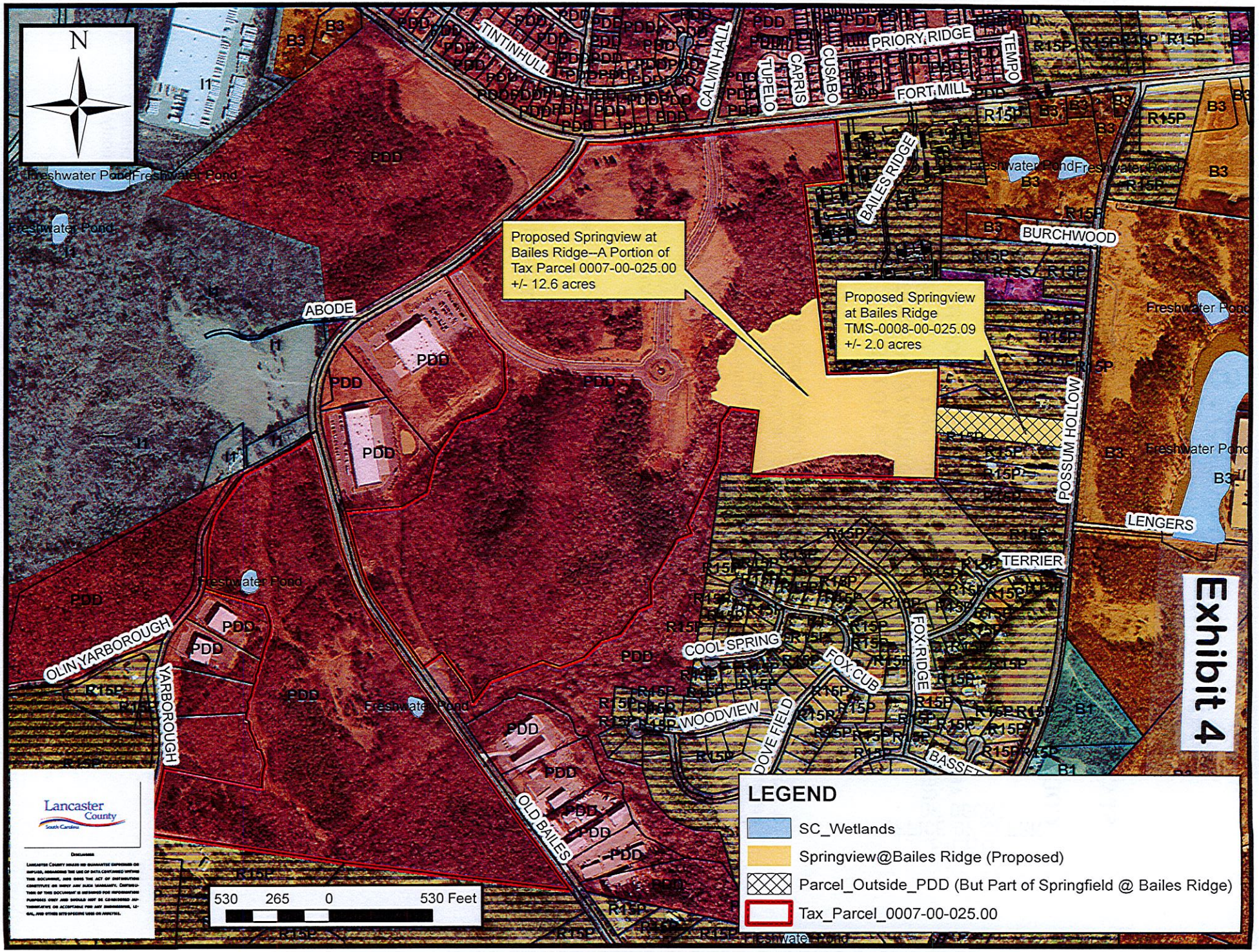

N
Proposed Springview at Bailes Ridge---A Portion of Tax Parcel 0007-00-025.00 +/- 12.6 acres
Proposed Springview at Bailes Ridge TMS-0008-00-025.09 +/- 2.0 acres
TINTINHULL
CALVIN HALL
PRIORY RIDGE
TEMPO
TUPELO
CAPRIS
CUSABO
FORT MILL
BAILES RIDGE
BURCHWOOD
ABODE
POSSUM HOLLOW
LENGERS
TERRIER
FOX RIDGE
FOX CUB
COOL SPRING
WOODVIEW
DOVE FIELD
BASSET
OLIN YARBOROUGH
YARBOROUGH
OLD BAILES
Freshwater Pond
PDD
I1
B3
B1
R15P
R15S
Exhibit 4
LEGEND
SC_Wetlands
Springview@Bailes Ridge (Proposed)
Parcel_Outside_PDD (But Part of Springfield @ Bailes Ridge)
Tax_Parcel_0007-00-025.00
530 265 0 530 Feet
Lancaster County
South Carolina

Exhibit 5

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PDD-5 Ordinance #458

FILED
OFFICE OF CLERK
OF COURT
2001 MAY 17 P 2:
CLERK OF COURT
LANCASTER COUNTY, S.C.

AN ORDINANCE AMENDING THE LANCASTER COUNTY ZONING MAP BY REZONING PROPERTIES ON S. C. HIGHWAY 160 AND CALVIN HALL, OLD BAILES, YARBOROUGH, AND OLIN YARBOROUGH ROADS FROM R-15 AND I-1 TO PDD-5

Whereas, Robert C. Rhein Interests, Inc., initiated an application to rezone properties on S. C. Highway 160 and Calvin Hall, Old Bailes, Yarborough, and Olin Yarborough Roads (Tax Map 5, Parcel 90.0) owned by Bailes Limited Partnership from R-15 Moderate Density Residential/Agricultural and I-1 Light Industrial to PDD-5 Planned Development District-5; and

WHEREAS, the applicant requests to rezone 467 acres with the intent to develop a planned development which would include the following components: High density residential-37.8 acres (567 dwelling units); Medium density residential- 53.68 acres (429 dwelling units); Low density residential- 107.32 acres (321 dwelling units); Business park (220 acres); Village center (40.6 acres); and two recreational areas; and

WHEREAS, the Joint Planning Commission recommended approval of the rezoning application by a vote of 13-1.

NOW, THEREFORE, BE IT ORDAINED by the Lancaster County Council that the following constitutes Ordinance #458 in its entirety.

1. PURPOSE, AUTHORITY & JURISDICTION

1.1 Purpose

The purpose of the Bailes Ridge Development Ordinance ("Ordinance") is to establish certain specific land use controls over the development of the Property to ensure that it is developed in accordance with existing and future needs and to promote the health, safety, and general welfare of the future residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to ever changing market conditions and to permit the use of evolving innovative development techniques for the protection of the natural environment and the quality of life of the future residents.

1.2 Authority

Sections of the South Carolina Local Government Code ("Code") and Lancaster County's Ordinances provide the legal authority for the County and a property owner to enter into an agreement that (i) governs the creation, development, and existence of certain property, and (ii) establishes the rights and obligations of the property owner and the County with respect to the development of the property. Additionally, legal authority for such an agreement is derived from common law. The Code and the ordinances also provide the legal authority for the creation, adoption and enforcement of this Development Ordinance.

1.3 Jurisdiction

This Ordinance shall govern development of the Bailes Ridge property ("Property") identified on the Master Plan for Bailes Ridge attached hereto, which consists of 468 acres more or less.

2. THE MASTER PLAN

The Master Plan is a conceptual plan for the development of the Property. It shall serve as the official map, showing the locations of all land use designations and the boundaries of such areas. The Master Plan is incorporated herein by reference. All development shall comply with the Master Plan as well as the provisions of this Ordinance as established and as they may be amended under Section 7.

3. REGULATIONS

3.1 Applicable Regulations

Except for the following described and specific exclusions, and except to the extent an express waiver or variance is set out in this Ordinance or subsequent amendments to the Ordinance, all development shall comply with the Unified Development Ordinance, in effect as of the date of this Ordinance. The provisions of the Unified Development Ordinance applicable to the Property under this Section shall be referred to in this Ordinance as the Applicable Regulations. If there is a conflict between the express provisions of this ordinance and the Applicable Regulations, the provisions of this Ordinance are intended to be controlling and shall supersede the inconsistent Applicable Regulations.

Buildings constructed within the Property shall be constructed in accordance with uniform building codes adopted by the County and their respective local amendments, as those uniform building codes may exist and be uniformly enforced Countywide at the times plans for buildings are submitted to the County for review.

3.2 Amendments to the Applicable Regulations

One or more amendments to the Applicable Regulations may be appropriate to facilitate planned developments of large acreage tracts such as the Property. If such a determination is made by the County, the County shall adopt such an ordinance considering input from the Property Owner as to the appropriate characteristics of such an ordinance. The Property Owner may elect, at its sole and exclusive option, by written notice to County to subject some or all of the Property to all, or any one or more, future amendments or revisions to, or restatements or substitutions of, the Applicable Regulations.

3.3 Permits

Permits and approvals required from governmental agencies for any development permitted by this Ordinance shall be obtained. The property shall not be substantially altered through excavation, construction or substantial structures or other activities that result in substantial changes prior to the issuance of such permits and approvals.

3.4 Fees

Any fees due to the County under the Applicable Regulations in connection with any application required by or requested in accordance with this Ordinance shall be paid to the County. The fees shall be the fees generally charged by the County for similar applications filed with the County, as adopted by ordinance of uniform application throughout the County. Fees shall be paid upon submission of a signed application or notice of appeal.

3.5 Permitted Uses

The uses permitted shall be those identified in Section 10 of this Ordinance.

4. ADMINISTRATIVE BODIES

4.1 Building and Zoning Department of Lancaster County

The Building and Zoning Department shall have the authority to administer and enforce all of the provisions of this Ordinance pertaining to zoning under the provisions of Section 7.1.1 of the Unified Development Ordinance.

4.2 Lancaster County Joint Planning Department

The Lancaster County Joint Planning Department shall have the authority to administer and enforce all of the provisions of this Ordinance pertaining to land development and subdivisions of land under the provisions of Section 7.1.2 of the Unified Development Ordinance.

4.3 Architectural Control Committee

An Architectural Control Committee ("the Committee") shall be established by the Master Developer prior to conveyance of any property within the Master Plan to a Third Party. The Committee shall consist of (3) members, who shall be appointed by the Master Developer at the time of the adoption of this Ordinance. The members of the Committee shall each have the authority to appoint a residential subcommittee and a commercial/industrial subcommittee. At such time as the Master Developer elects, however no later than 75% build out of the residential portion of the Master Plan, and 100% of the commercial/industrial portion of the Master Plan, the Committee membership shall be selected from the membership of the property owners' association established by the Master Developer for this purpose. The determination of architectural compatibility and neutrality of residential, retail, industrial, sales and community buildings with the adjoining properties as well as the remainder of the Property shall be made by majority vote of the Committee.

5. DEVELOPMENT APPROVAL

All requests and procedures for development approval shall be in conformance with Chapter 20 of the Unified Development Ordinance. The permit-issuing authority may require more information or accept as sufficient less information according to the circumstances of the particular case.

6. WAIVERS, VARIANCES AND APPEALS

6.1 Waivers & Variances from Applicable Regulations

Lancaster County ordinances and State of South Carolina statutes provide that the County may modify any requirement imposed by the County Unified Development Ordinance or any other ordinance. The following waivers and variances from the County Unified Development Ordinance are approved and granted by the County:

(a) Access of Lots - For the purposes of the development of the Property, a variance is granted to require each lot in a subdivision within the Property to abut either a dedicated public street or a private street.

(b) Block and Roadway Configuration - A variance to permit cul-de-sac roads as well as varying block lengths and widths, without any further approval from the County.

(c) Sidewalks and Public Crosswalks - A variance shall be granted to permit and require the construction of 4-foot sidewalks on two sides of all through streets ,including the bubble in cul-de-sacs in the residential, business park areas, and city center

(d) Driveways – A variance is granted to allow the unrestricted location of driveways for non-residential uses. This shall only apply to driveways which intersect with internal streets.

(e) Submission Requirements: Environmental Characteristics of the Site – For the purposes of the development of the Property, a variance is granted to permit the Property Owner to submit only one hundred (100) year frequency flood information at the time of subdivision approval; however, no buildings shall be permitted in a floodway, or floodplain as designated by FEMA.

Consideration of additional variances from the applicable regulations may be requested as the Property is developed. Consideration and action on any such variances may be procured under
Section 7 of this Ordinance. For requests that cannot be administratively approved under Section 7, the County shall consider variances of requirements or ordinances governing development without unreasonably delaying or withholding its consent.

6.2 Appeals

Appeals from decisions of the Administrator or Planning Director, which are adverse to the Property Owner, may be appealed under Section 8.2 of the Unified Development Ordinance.

7. AMENDMENTS

7.1 Text Amendments

Amendments to the text of the Ordinance may be initiated by the Property Owner, the agent of the Property Owner, the Lancaster County Joint Planning Commission or the County Council subject to the provisions of Chapter 18 of the Unified Development Ordinance.

7.2 Minor Amendments to the Master Plan

The Master Plan is a conceptual plan for the development of the Property. In response to changes in market conditions or other circumstances, amendments may be made to the Master Plan. The Property Owner shall determine the need for such changes. No minor change shall be considered a zoning change or a substantial change under the Unified Development Ordinance. Therefore, each of the changes shall be made by either the Administrator or the Planning Director in accordance with Section 7.3 below without review or approval by the County Council, Planning Commission, or any other board or commission of the County. Such changes may be made at any time. Changes in land use from those depicted on the Master Plan may be made in accordance with the following and shall be deemed to be minor amendments:

(a) A specific residential land use designation shown for any Component or portion of a Component on the Master Plan may be changed to any other type of residential

(b) A nonresidential land use shown for any Component or portion of a Component on the Master Plan may be changed to any residential use which, in a commercial area, may include residential uses, on floors above retail uses.

(c) The density of residential use in any separately shown use area of a Component, separated by roads, common area, boundary as shown on the Master Plan, or recreational area may be increased, subject to the provisions of Section 11.2.

(d) Increases or decreases in recreational area or open space of up to fifteen percent (15%) for any Component, provided that (i) 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; and (ii) the area deceased is located at least one hundred (100') feet from the exterior boundary line of the Property.

Note: The property Owner shall be entitled to make necessary alterations to lot lines and dimensions, roadway alignments, and other alterations needed to implement any changes in land use permitted in this Section 7.2.

7.3 Procedure for Administrative Approval of Minor Amendments

Any minor amendment proposed or approved by the Property Owner shall be submitted to the Lancaster County Director of Planning (the "Director") in the form of a proposed site plan or a proposed text amendment to this Ordinance or the Development Agreement. The information provided shall be sufficient to make minor technical corrections, revisions, or modifications.

The Director shall not unreasonably withhold or delay the consideration of/ approval of any such proposed amendment, and each such proposed amendment shall be executed by the Property Owner and by the Director on behalf of the County. In determining whether to approve a proposed site plan or text amendment (other than those that comply with Section 7.2, which must be approved), the Director shall consider sound land planning principles and market conditions, including the demand or desire of potential purchasers. The opinion of the Property Owner as to market conditions for all purposes under this Ordinance shall be presumed correct absent manifest error. The Director shall deliver specific, detailed written objections to the Property Owner within fourteen (14) days of receipt of a written request for amendment. If such objections are not received by the Property Owner, the Property Owner shall notify the Director of the expiration of the 14-day period, at which time the Director shall have an additional 7-days to deliver any objections to the Property Owner. If such objections are not received at the end of the additional 7-day period, then consent of the Director to the Property Owner's request shall be deemed to be granted.

Upon execution, the terms and provisions of any such amendment shall be recorded in the Real Property Records of Lancaster County, South Carolina. Appeals from decisions of the Director, which are adverse to the Property Owner, may be appealed pursuant to the provisions of Section 6.2.

8. Enforcement

The County shall have and exercise all powers to enforce the provisions of this Ordinance as it applies to the Property as are otherwise available to enforce or remedy a violation of the County Unified Development Ordinance that occurs on territory within the County's boundary limits, including without limitation those civil and criminal enforcement powers described in the Unified Development Ordinance.

9. DEFINITIONS

In this Ordinance, each of the following terms shall have the meaning assigned to it:

Administrator – the Administrator of the County or, if the County ceases to have an administrator or the County Administrator ceases to be the chief executive officer of the County, the Chief Executive Officer of the County.

Amenity Area- An active recreational area within a residential district that shall include a minimum of one swimming pool and a cabana, and it may also include other recreational facilities at the discretion of the Master Developer.

Applicable Regulations – the code provisions, ordinances, rules, and regulations of the County that apply to the Property as specified in the Section 3.

Assignment of Property Owner Rights – A written instrument in recordable form by which the Master Developer assigns its rights as Property Owner under this Ordinance to a single entity as sub-developer 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 sub-developer assignee as the Master Developer desires including, without limitations, 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 such restrictions obtained within the Assignment of Property Owner Rights shall be binding upon the sub-developer designated in that Assignment of Property Owner Rights 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 Master Developer.

Attached Housing – A single dwelling unit attached to another dwelling unit on one or more sides.

Civil Use – Police stations, libraries, daycare facilities, fire stations, meeting halls, recreational facilities, government buildings, museums, schools, performing arts centers, religious buildings, or any other cultural civic or social sure.

Commercial Use – Business and retail establishments providing consumer services and products.

Component – any one of the eight Components depicted on the Master Plan.

County – Lancaster County, South Carolina, a political subdivision of the State of South Carolina.

County Council – County Council of Lancaster, South Carolina or such other body that governs the County if the County Council ever ceases to exist.

County Council Chairman – the duly elected Chairman of the Lancaster County Council.

Detached Housing – A single dwelling unit not attached to any other dwelling unit, with an open yard on all sides of the structure.

Industrial Use – Any use associated with the manufacturing of goods, research and development, testing services, warehousing services, and assembly services.

Institutional Use – Schools, religious buildings, hospitals or other care facilities, and other private or public facilities that support the community.

Internal Roadways – all roadways hereafter constructed within the Property.

Lancaster County Joint Planning Commission – the Planning Commission of the County or some other body as may succeed to the duties of the present Planning Commission.

Land Use Designations – the use to which a particular area of the Property may be put as shown on the Master Plan and described more particularly in Section 10.

Master Developer – Robert C. Rhein Interests, Inc., for the property north of HWY 160 and Crosland Commercial for the land south of HWY 160, or a successor owner to whom the respective Developer sells the entire Property, and not just a portion of such Property.

Master Plan – the conceptual master plan for the development of the Property.

Multi-Family Housing – Any group of attached housing containing two or more dwelling units on a single lot. Multi-family housing may include but not be limited to the following: duplexes, quadraplexes, town homes, apartments, and condominiums.

Office Use – Business, professional, service, or governmental occupations, and institutions and commercial activities not involved with the sale of merchandise.

Open Space or Common Open Space – open space or common open space refers to an area that; (1) is not encumbered with any substantial structure other than for recreational uses, (2) is not devoted to use as a roadway or parking area, (3) is not part of any privately owned lot and (4) is legally and practicable accessible to the residents of the development.

Planning Director – the Director of the Lancaster County Joint Planning Department , South Carolina or such other individual as may succeed the duties of the present Planning Director.

Property – all of the land comprising the Bailes Ridge development.

Property Owner – The Master Developer of the Property or, as to a particular Component, any single sub-developer the Property Owner designates in an Assignment of Property Owner Rights.

Residential – any residential land use permitted in the Unified Development Ordinance.

Retail Use – Any use associated with the sale of consumer goods, products or merchandise.

Unified Development Ordinance – the Unified Development Ordinance of Lancaster County and Zoning Map of the County, adopted September 28, 1998.

10. LAND USE DESIGNATIONS

10.1 Commercial/ Retail/ Office

An area devoted to any retail, hotel, medical, commercial, church or office use (including professional offices). Residential uses shall be permitted on floors above ground level.

10.2 Business Park

An area devoted to any research and development use, which may involve, among other things, office, business distribution, research, testing services, warehousing services, assembly services, custom manufacturing, light manufacturing, and any industrial or other use authorized either as a permitted or conditional use in the Applicable Regulations, except for those uses prohibited below:

(a) Manufacture and commercial storage of hazardous chemicals and/ or materials. Use and storage of such chemicals/ materials in normal production/ research processes or production of such chemicals/ materials as a byproduct of normal production/ research shall not be prohibited.
(b) Scrap and salvage
(c) Resource extraction, other than that related to timber or other forest-related products or as permitted in Paragraph 12.5 of this Ordinance.
(d) Sawmills
(e) Stockyards or commercial animal husbandry operations
(f) Landfills and commercial waste disposal operations
(g) Campgrounds

10.3 Civic/ Institutional

An area devoted to any governmental, civic or institutional uses, such as municipal offices, hospitals or clinics, police and fire services, schools, recreational uses (excluding horse stables and pistol/ rifle ranges), meeting facilities, religious buildings and other uses appropriate to public, governmental or civic use.

10.4 Low Density Residential

An area devoted to any residential use with a density not to exceed three (3) dwelling units per acre, on average. Such use shall be located within a self-contained low density residential use area within a Component separated by a common area, recreational area, roads, setbacks, or boundaries as depicted on the Master Plan. One Amenity Area shall be provided in the Low Density area.

10.5 Medium Density Residential

An area devoted to any residential use with a density not to exceed eight (8) dwelling units per acre, on average. Such use shall be located within a self-contained medium density residential use area within a Component separated by a common area, recreational area, roads, setbacks, or boundaries as depicted on the Master Plan. One Amenity Area shall be provided in the Medium Density area.

10.6 High Density Residential

An area devoted to any residential use with a density, not to exceed fifteen (15), dwelling units per acre, on average. Such use shall be located within a self-contained high density residential use area within a Component separated by a common area, recreational area, roads, setbacks, or boundaries as depicted on the Master Plan. One Amenity Area shall be provided in the High Density area.

10.7 Park/ Open Space/ Amenity Areas

An area of open space for the use and enjoyment of the residents of the Property. Park areas may shall have nature trails, preserved natural areas, parkland, picnic facilities. Each residential Designated Amenity Areas shall provide a swimming pool and a cabana, and paved roadways providing access. clubhouses, Other recreational uses such as playing fields and playground equipment, swimming facilities, meeting rooms, paved roadways providing access or other uses typically associated with parks may be provided at the discretion of the Master Developer.

11. GENERAL DEVELOPMENT STANDARDS

11.1 Purpose of Development Standards

The General Development Standards establish restrictions applicable to all development, and shall supersede any similar requirements in the Applicable Regulations. No limitation shall apply to restrict height, setback, impervious cover, percentage of green space on a lot, or similar restriction, unless set forth in this Section 11 or Section 12 below.

11.2 Intensity of Development

11.2.1.1 Permitted Development Intensity

Development intensity for a particular use shall not exceed the use densities set forth in this Section 11.2. The development intensity shall be consistent with the Master Plan, which yields a total for each use as follows:

Land Use	Density	Total Number of Acres/ Units/Facilities
High Density Residential	15 DUA, maximum	567 units
Medium Density Residential	8 DUA, on average	429 units
Low Density Residential	3 DUA, on average	321 units
Business Park	Up to 10,000 square feet Of building area per Acre, on average	229.2 acres
Commercial/ Retail/ Office	Up to 10,000 square feet of building area per Acre, on average	40.6 acres
Recreational Area		Minimum of 2

11.2.1.1.1 Permitted Transfer of Development

Subject to the provisions of Paragraph 11.2.1, the Property Owner may freely 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 from any Component within the Property to any other Component 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 or industrial 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 (or if a Component includes more than one use, as evidenced by approved site plans for all areas within the Component provided for a particular use, treating high density residential, medium density residential, and low density residential as separate uses), the unused density shall revert to the Master Developer for allocation to any other Component.

11.2.1.2 Confirmation of Development Intensity

The Property Owner shall issue a certificate stating the maximum development intensity allowable on any tract within the Property consistent with Section 11.2 of this Ordinance. The certificate will state the number of dwelling units and/ or the amount, in acres, Commercial, Retail, Office, or Business Park uses, as applicable that may be developed on the tract. 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.

11.3 Dimensional Requirements

11.3.1 Setbacks and Yards

A setback or yard is open space that lies between the principal or accessory building or buildings and the nearest lot line. "Setback" refers to the front yard, or the distance a building is set back from the street right-of-way line that serves a property boundary. The purpose of the setback and yard requirements is to ensure the provision of light and open space between structures. All building and structures shall meet or exceed the following setback and yard requirements:

Land Use	Min. Setback	Min Side Yard	Min Rear Yard
Low Density Residential	20'	5'	25'
Medium Density Residential	10'	3'	15'
High Density Residential	10'	3'	15'
Commercial/Retail/Office	0	0	15'
Civic/ Institutional	10'	8'	30'
Business Park	40'	20'	20'
Park/Open Space	40'	20'	20'

Notes:

- In medium density residential zero lot line development may be used, provided that the remaining side yard equals the sum of the two required side yard dimensions.
- "Side yard" shall refer to the separation between the side property line and the building edge, not the distance between the walls of two dwelling units.
- Front porches, stoops, steps, awnings, decks, and balconies may encroach 4' into the front or the rear setback area.
- Bay windows, eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24 inches into the setback area.
- Exterior Buffers shall be included as Common Open Space within the development. Exterior Setback Requirements shall be measured from the exterior property lines, however, no structures will be allowed to encroach into the required buffers or common open space.

11.3.2 Building Height

The building height is the vertical distance measured from the highest finished grade at the street frontage to the highest point of the structure. The purpose of building height limitations is to reduce or eliminate potential conflict between low- and high-rise developments and to ensure the provision of light and air as well as compatibility of scale with the surrounding environment. Structural appendages not intended as places of occupancy or storage such as skylights, chimneys, church spires, roof structures for elevators, stairways, tanks, and heating ventilation, air conditioning or other equipment required for the operation and maintenance of the building are excluded from this height measurement. Other features identified in Section 5.6 (3) of the Unified Development Ordinance of Lancaster County shall also be exempt from these height limitations. Maximum building heights permitted are as follows:

Land Use	Maximum Building Height
Low Density Residential	35'
Medium Density Residential	35'
High Density Residential	50'
Commercial/ Retail/ Office	60' / 6 stories for hotels
Civic/ Institutional	60'
Business Park	60'
Park/ Open Space	35'

Note: No building shall have a building height exceeding 35 feet unless approved by the Chief of the Pleasant Valley Volunteer Fire Department.

11.3.3 Lot Size

The lot size is a measure of the surface area within the boundaries that define the lot. The purpose of lot size standards is to ensure the creation of lots that are large enough to accommodate buildings that could be used for purposes that are permissible in that land use designation. All lots shall have the minimum number of square feet (sf) indicated in the following table:

Land Use	Minimum Lot Size*
Low Density Residential	7,500 sf
Medium Density Residential	2,400 sf for detached units/ none for attached
High Density Residential	None for attached
Commercial/ Retail/ Office	15,000 sf
Civic/ Institutional	4,400 sf
Business Park	43,560 sf
Park/ Open Space	No minimum

*Lot size excludes road right-of-way, common open space, and other areas within a subdivision that typically are not owned by the lot owner.

11.3.4 Lot Width

The lot width is the distance between the side property boundary lines that define the lot. The lot width shall be measured along a straight line connecting the points at which a line demarcating the minimum front setback intersects with the side property boundary lines. The purpose of lot width standards is to ensure the creation of lots that are not too narrow or too irregularly shaped to accommodate buildings that could be used for purposes that are permissible in that land use designation. All lots shall meet or exceed the minimum widths indicated in the following table:

Land Use	Minimum Lot Width
Low Density Residential	60
Medium Density Residential	40' for detached units
High Density Residential	NA
Commercial/ Retail/ Office	32'
Civic/ Institutional	No minimum
Business Park	No minimum
Park/ Open Space	NA

11.4 Parking

Parking shall be provided in accordance with the requirements of Chapter 11 of the Unified Development Ordinance. Single-family housing may utilize on street and/ or alley parking to meet the requirements of the Unified Development Ordinance.

11.5 Utilities

The design and construction of utilities shall be completed in time to service the residents of the property as they move in.

11.6 Buffers

Buffers shall be provided as shown on the Master Plan. The buffer yards are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage, utility lines and other facilities, and other uses identified in the Unified Development Ordinance. If the Property Owner can demonstrate that the topography or elevation of a development site, the size or the parcel to

be developed, or the presence of a greenway, buffer or screening on adjacent property would make strict adherence to the requirements of the Unified Development Ordinance serve no meaningful purpose, the Architectural Control Committee may waive the buffer requirements for that site along internal property lines only. Buffers required along exterior property lines shall be reviewed and approved by the Lancaster County Joint Planning Commission.

11.7 Roadways & Traffic

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 criteria set forth below:

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

(b) All internal roadways will be constructed in accordance with the following minimum standards and shall be eligible for public maintenance:

Roadway Type	Pavement Width	Right-of-way Width With curb & gutter
Local	22 feet	50 feet
Collector	24 feet	66 feet

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

(d) Internal roadways will be constructed with curbs and gutters.

11.8 Street Lighting

Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the following criteria:

(a) Light post in commercial areas shall not exceed twenty feet (20') in height and light posts in residential areas shall not exceed eighteen feet (18') in height as measured from the grade level to the highest point on the fixture.

(b) Lighting shall be wholly or partially shielded from sides and top so that the cone of light is generally directed toward the ground.

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

(d) 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.

(e) Lighting which is adjacent to residentially used or zoned property, either within or adjacent to the PDD, shall be wholly shielded from the sides and top, so that the cone of light is directed toward the ground.

Note: Nothing in this section shall be constructed 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.

11.9 Signage

A master signage and graphics system shall be adopted for each residential and commercial component and shall conform to the standards of Chapter 10 of the Unified Development Ordinance. Furthermore, all street signs and identifying signs for each Component, subdivision or establishment within the Property shall conform to uniform design criteria to facilitate a harmonious appearance. All freestanding building and tenant identification signs and graphics installed shall be complementary in scale and appearance to the structures that

they identify. Public information signs and graphics shall be easily understood and shall be complementary in scale and appearance.

11.10 Containers and Dumpsters

Containers and dumpsters shall be provided and screened in accordance with the requirements of Section 12.5 of the Unified Development Ordinance.

11.11 Nonconformance of Existing Improvements

Any existing improvements that are not in conformance with the requirements of this Ordinance or the Applicable Regulations are entitled to protection as a nonconforming situation under Chapter 9 of the Unified Development Ordinance and shall not require any updating, retrofitting,
or other modifications to bring such improvements into conformance. All existing and future improvements to a property may de demolished, removed, expanded, or otherwise altered in any manner whatsoever, so long as the demolition, removal, expansion, or alteration is completed in conformance with the requirements of this Ordinance and the Applicable Regulations.

12. SPECIAL REQUIREMENTS FOR CERTAIN USES OR ACTIVITIES

12.1 Parks, Open Space

The Property shall be developed with provisions for parks, and open space. The location and configuration of each as shown on the Master Plan may be modified as permitted in this section or elsewhere in this Ordinance.

12.1.1 Parks and Preserves

Except as herein provided, all parkland and preserve land shall remain private. The Property Owner may convey parkland to any property owners association. Additionally, the Property Owner may convey preserve land to any property owners association, the County or any other governmental agency, the Nature Conservancy, or any other not for profit ecological organization.

12.2 Retail Sites

Retail sites shall have a reasonable level of architectural compatibility with adjoining residential development and shall have a reasonable level of architectural neutrality with the remainder of the Property. Such design shall be subject to review and approval by the Architectural Control Committee.

12.3 Models, Sales Offices and Welcoming Centers

Models, sales offices and welcoming centers may be constructed and occupied prior to the completion of infrastructure within a Component and prior to the time a Component is ready for occupancy, provide all permits necessary to construct and occupy such structures have been obtained.

12.4 Mass Grading & 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. Notwithstanding the forgoing, the Master Developer shall make efforts to preserve mature trees and clusters of mature trees in open space areas, and rear yards whenever it is practical. Furthermore, the Master Developer shall develop a street-tree planting program to beautify the streetscape of the community.

12.5 Wetlands Mitigation

If wetland mitigation is required by the Army Corps of Engineers or the State of South Carolina, off-site land may be substituted in lieu of on-site mitigation of wetlands.

13. MISCELLANEOUS PROVISIONS

13.1 Effective Date

These regulations shall become effective on 11-06-2001.

13.2 Severability

The sections, paragraphs, sentences, phrases and clauses of this Ordinance are severable. If any provision of this Ordinance is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then, and in that event, the remainder of the Ordinance shall not be affected thereby. In lieu of each provision of this Ordinance that is illegal, invalid, or unenforceable, a provision shall be added that is as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and that is legal, valid, and enforceable.

AND IT IS SO ORDAINED this 5th day of November, 2001.

LANCASTER COUNTY COUNCIL

Polly C. Jackson

Polly C. Jackson, Chair

T. Alston DeVenny, Secretary

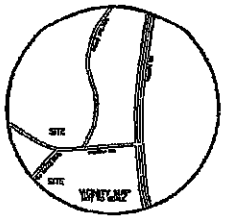
Approved as to form and content:

William R. Sims, County Attorney

Attest:

Irene Plyler, Clerk to Council

1st reading: 10-01-2001
2nd reading: 10-29-2001
3rd reading: 11-5-2001



BAILES RIDGE

LANCASTER, SOUTH CAROLINA

CONCEPTUAL MASTER PLAN

A JOINT DEVELOPMENT BY:

ROBERT C. RHEIN INTERESTS INC.

CROSLAND COMMERCIAL

A 100' RIGHT-OF-WAY ALONG HIGHWAY 160 WILL BE DEDICATED WITHIN THE PROJECT BOUNDARIES

BUSINESS PARK 38.8 AC

Old Belles Road

VILLAGE CENTER COMMERCIAL/RETAIL/OFFICE 40.6 AC

EXISTING VOLUNTEER FIRE DEPARTMENT USE SHALL BE MAINTAINED

BUSINESS PARK 21.9 AC

Belles Road

BUSINESS PARK 108.6 AC

HIGH DENSITY RESIDENTIAL 37.8 AC

BUSINESS PARK 80.2 AC

NOTE:
THIS CONCEPTUAL MASTER PLAN IS DESIGNED TO SHOW APPROXIMATE ACREAGES FOR RESPECTIVE USES, WHICH MAY BE MOVED OR REVISED WITHIN FUTURE MASTER PLANS IN ACCORDANCE WITH THE GENERAL DEVELOPMENT AGREEMENT AND THE ZONING ORDINANCE ADOPTED SPECIFICALLY FOR THIS SITE.

REQUIRED BUFFERS:
ALL BUFFERS SHALL BE IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT ORDINANCE OF LANCASTER COUNTY. INTERIOR BUFFERS SHALL BE INCLUDED AS COMMON OPEN SPACE. INTERIOR BUFFERS SHALL BE AS REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE. BUFFERS SHALL BE AS FOLLOWS:
LOW DENSITY RESIDENTIAL:
- ADJACENT TO EXISTING ROADWAYS - TYPE 2

MEDIUM DENSITY RESIDENTIAL:
- ADJACENT TO EXISTING ROADWAYS - TYPE 2
- EXTERIOR PROPERTY LINES - TYPE 2

HIGH DENSITY RESIDENTIAL:
- ADJACENT TO EXISTING ROADWAYS - TYPE 2
- EXTERIOR PROPERTY LINES - TYPE 3

BUSINESS PARK:
- ADJACENT TO EXISTING ROADWAYS - TYPE 2
- EXTERIOR PROPERTY LINES ABUTTING RESIDENTIAL - TYPE 3

COMMERCIAL/RETAIL/OFFICE:
- ADJACENT TO EXISTING ROADWAYS - TYPE 2

BUFFER AREAS MAY BE REQUIRED IN ADDITION TO THE REQUIRED PLANTING AT THE DISCRETION OF THE MASTER DEVELOPER.

MASTER DEVELOPER: CROSLAND COMMERCIAL
SOUTH OF HWY 160 PROJECT INFORMATION
TOTAL SITE AREA - 307.6 ACRES
COMMON OPEN SPACE 62.5 ACRES (20.32%)
ADDITIONAL DEDICATED R/W - 14.35 ACRES
BUSINESS PARK - 229.2 ACRES
COMMERCIAL/RETAIL/OFFICE - 40.6 ACRES
HIGH DENSITY RESIDENTIAL
37.80 ACRES = 567 UNITS (15 D/UA)

AN AMENITY AREA WITHIN THE HIGH DENSITY RESIDENTIAL AREA WILL CONSIST OF ONE SWIMMING POOL, CABANA, AND PLAYGROUND.

THE COMMON OPEN SPACE SHOWN WITHIN THE BUSINESS PARK, VILLAGE CENTER, AND HIGH DENSITY RESIDENTIAL AREAS IS CONCEPTUAL. THE FINAL CONFIGURATION WILL BE DETERMINED AS EACH PARCEL IS DEVELOPED.

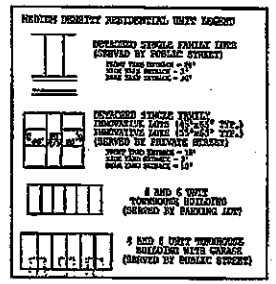
SOURCE OF TITLE RECORDED IN DEED BOOK T PAGE 113, DEED BOOK V2 PAGE 523, DEED BOOK 15 PAGE 335 AND 365, DEED BOOK 16 PAGE 1 AND DEED BOOK R2 PAGE 618.

MASTER DEVELOPER: ROBERT C. RHEIN INTERESTS, INC.
NORTH OF HWY 160 PROJECT INFORMATION
TOTAL SITE AREA - 160.415 ACRES
DEDICATED R/W - 8.06 ACRES
COMMON OPEN SPACE - 38.39 ACRES (23.93%)
LOW DENSITY RESIDENTIAL
106.73 ACRES = 293 UNITS (2.75 D/UA)
MEDIUM DENSITY RESIDENTIAL
53.685 ACRES = 356 UNITS (6.63 D/UA)
TOTAL- 160.415 ACRES- 649 UNITS (4.05 D/UA)

COMMON OPEN SPACE WILL BE ACTIVE AND PASSIVE RECREATION WITH PATHWAYS AND SHALL BE OWNED BY THE HOMEOWNERS ASSOCIATION.

TAX MAP #7-90 & 7-90-S

PARKING IN THE MEDIUM DENSITY RESIDENTIAL AREA SHALL BE PROVIDED AT A RATE OF 2 PARKING SPACES PER UNIT.

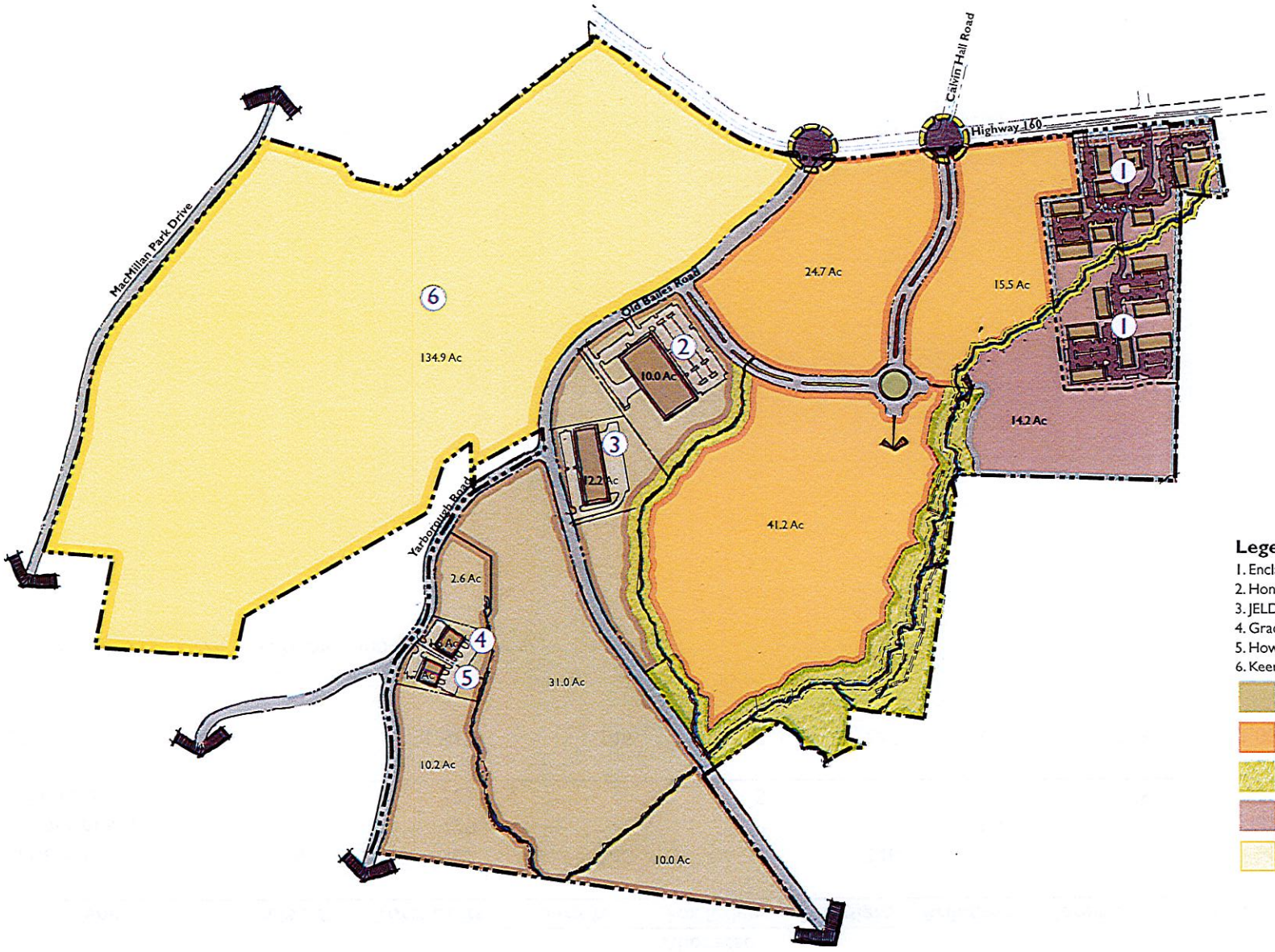


NO.	DATE	DESCRIPTION	BY
5	04-30-08	TO MOVE 2 UNITS TO MEDIUM DEN. RESIDENTIAL	DAH
4	03-07-08	TO MOVE 6 UNITS TO MEDIUM DEN. RESIDENTIAL	DAH
3	12-21-07	PER LANCASTER COUNTY ZONING COMMENTS	DAH
2	9-28-07	TO REVISE TO CURRENT STATUS	DAH
1	7/31/07	REVISED TO MEET COUNTY REQUESTS	DAH
NO.	DATE	DESCRIPTION	BY

127-68

Exhibit 6

Exhibit 7



Legend

1. Enclave at Bailes Ridge
2. Honeywell Security and Mobility
3. JELD-WEN
4. Grace Communications
5. Howe Roofing
6. Keer of America

- Business Park
- Corporate Headquarters
- Lancaster County Nature Trail
- Residential
- Keer of America

Merrifield Patrick Vermillion
commercial real estate experts

LandDesign.

Bailes Ridge Corporate Park

Lancaster, South Carolina

Master Plan

February 03, 2013 LDI#1011072

NORTH

Bailes Ridge Residential Summary

Type	Units / Ac	Total Units	Allocated						
			Jarrett	Fox Ridge	Paradigm	Arlington	Claremont	Total	Remaining
High Density	15	567	146		246			392	175
Medium Density	8	429				356		356	73
Low Density	3	321		5			278	283	38
Total		1,317	146	5	246	356	278	1,031	286

Note: Arlinngton has 124 townhomes and 232 small lots.

Exhibit 8

	Setbacks (feet)			Minimum (feet)	
	Front	Side	Rear	Lot Width	Lot Size
	10	3	15	40	N/A
	10	3	10		N/A
	20	5	25	60	7,500

SD-015-002 – The Preserve at Barber Rock – Subdivision application of Bonterra Builders, LLC, for a proposed subdivision which will consist of 52 traditional Single-Family lots. {Public Hearing} pgs. 33-105 **Tax Map 3, Parcels 68.00 & 63.01**	Andy Rowe

Date of 1st Reading: _____:
____Approved ____Denied ____ No Action

PLANNING STAFF REPORT

I. Facts

General Information

Proposal:

The Subdivision application of Bonterra Builders, LLC, for a proposed subdivision (Reserve at Barber Rock aka Preserve at Barber Rock).
Bonterra Builders, LLC, is also requesting 2 subdivision variances (Please see conclusion).

Property Location:

The property is located along the western edge of Barberville Road approximately 500 feet south of the intersection of Pettus and Barberville Roads, in the Indian Land Community of Lancaster County, South Carolina. The property is addressed as 10449 and 10483 Barberville Road.

Legal Description:

- Tax Map 3, Parcels 68.00 and 63.01

Zoning Classification:

The property is currently zoned R-15P Moderate Density Residential/Agricultural Panhandle District with the Cluster Subdivision Overlay District. The zoning of the property was rezoned on November 10, 2014 from R-15P to R-15P, with a Cluster Subdivision Overlay District.

Site Information

Site Description:

Site Description: The property consists of two tracts totaling ±35.9 acres, which will consist of 52 traditional Single-Family lots. The residential density for this development is 1.48 DU/AC.

Vicinity Data:

Surrounding Conditions: The site is surrounded by properties zoned as R-15P, Moderate Density Residential/Agricultural Panhandle District.

Exhibits:

1. Subdivision Application
2. Development Agreement# 2014-1308
3. Location Map
4. Tax Inquiry Sheet
5. Correspondence

II. Findings

The applicant submitted the Preliminary Plan Application electronically to the following departments to review the Reserve at Barber Rock aka Preserve at Barber Rock 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, Penelope Karagounis/Andy Rowe

The Planning Department distributed paper copies of the Reserve at Barber Rock aka Preserve at Barber Rock 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 DRC met on December 16, 2014 at 9:30am to discuss the Reserve at Barber Rock aka Preserve at Barber Rock Preliminary Plan. The staff present at the meeting was as follows:

- Stephen Blackwelder - Lancaster County Fire Marshal
- James Hawthorne - Lancaster County Water and Sewer Staff Engineer
- Dan Hopkins - SCDOT
- Andrew Rowe – Lancaster County Planner
- Penelope Karagounis – Lancaster County Planning Director

The following comments were received by December 22, 2015 by local agencies:

LANCASTER COUNTY PLANNING DEPARTMENT: ANDY ROWE/PENELOPE KARAGOUNIS

1) CSOD6F9: A cluster subdivision shall include provisions for the protection of trees and other natural amenities within the area or areas of designated open space...Trees over twenty-four (24") in diameter shall be preserved and incorporated in designated open space where practicable, and upon the request of planning staff such trees within areas designated for trails and other such recreational improvements may also need to be shown and labeled: Have any trees over 24inch diameters been identified on the open space area?
2) CSOD6J 1 & 3:

   1) Overall site design shall be harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships;

   2) Where practicable, individual lots, buildings, structures, streets, parking areas, utilities and infrastructure should be designed and sited to be compatible with surrounding development patterns;

   Please provide typical building elevations for the Reserve at Barber Rock.
3) Does the proposed site layout accommodate and preserve any features of historic,

cultural, archeological, or sensitive environmental value? Check list was indicated N/A. Has there been any study to suggest otherwise?

4) CSOD6D: Individual lots in a cluster subdivision shall vary in size and layout. No more than thirty-four percent (34%) of lots in a cluster subdivision shall have a single designated lot width: 61'x 125' lots as indicated on data section are 34.6%. Can you shift or alter the design to remove the extra .6%?
5) Please provide your minimum lot area in addition to minimum lot standards.
6) Please delete "Set Aside" and add "Proposed" in the Development Data (Total Open Space Section).
7) Are there any buffer plans to use natural or planted buffers?
8) Please provide acreage of open space areas shown on the preliminary site plan.
9) Please correct zoning classification on preliminary site plan from R-30P CSOD, to R-15P CSOD.
10) Would there be any way to include "soft surface trails" to provide for better pedestrian access to common open space areas?

SCDOT: DANIEL HOPKINS

1) A LEFT TURN LANE WILL BE REQUIRED, INCLUDING;
   A. FULL DEPTH ASPHALT
   B. MILL ENDS TO TIE IN TO EXISTING PAVEMENT
   C. OVERLAY ENTIRE WIDTH OF ROAD
   D. THERMOPLASTIC STRIPING
   E. A BOND FOR 1.5X THE ESTIMATED CONSTRUCTION COST OF THE ROAD WORK.
2) SITE DISTANCE ON THE PLANS IN PROFILE AND PLAN VIEW.

LANCASTER COUNTY FIRE SERVICE: STEPHEN BLACKWELDER

BELOW ARE THE COMMENTS FROM YESTERDAY'S MEETING REGARDING THIS PROJECT:

- CONFIRMED THAT ALTHOUGH THE ROADS ARE PRIVATE THE HYDRANTS WILL BE PUBLIC AND MAINTAINED BY THE LCWSD
- THERE ARE NO MID-BLOCK HYDRANTS PROPOSED FOR THIS PROJECT. IF SOMETHING CHANGES EXTRA WIDTH PAVEMENT SECTION WOULD BE REQUIRED AT ALL MID-BLOCK HYDRANTS. THIS CHANGE WOULD NEED TO BE APPROVED BY THE FIRE MARSHAL.
- HYDRANTS- ACCORDING TO THE DEVELOPMENT DATA- 10 HYDRANTS ARE PROPOSED FOR THIS SUBDIVISION. THE PROPOSED LOCATIONS ARE ADEQUATE FOR FIRE PROTECTION- WITH THE FOLLOWING CHANGES:
- HYDRANT AT THE CUL-DE-SAC OF BIRCH ARBOR PLACE WILL BE RELOCATED NEAR LOT 18 AND THE BLOW OFF WILL BE AT THE END OF THE LINE
- HYDRANT AT THE CUL-DE-SAC OF KINGSWOOD DRIVE WILL BE RELOCATED NEAR LOT 38 AND THE BLOW OFF WILL BE AT THE END OF THE LINE

to create a more visually appealing community with a large pocket park, the applicant proposes tangents of fourteen (14) feet and forty-six (46) feet as identified on Exhibit B (enclosed). This also allows applicant to provide a mail kiosk at a location where parallel parking can be provided.

In Chapter 13, Section 14 of the Unified Development Ordinance, the requirements for approving the subdivision variances are given. This section of the UDO may be referenced below.

Section 13.14 - Variances
When the subdivider can show that a provision of these regulations would cause unnecessary hardship because conditions unique to the site (ex. unique topography) and in the opinion of the planning commission a departure may be made without destroying the intent of such provisions, the planning commission may approve a variance. Any variance that is approved is required to be entered in writing in the minutes of the county planning commission along with the reason for which such departure was justified.

On January 8, 2015 during the Planning Commission Workshop the commissioners had a general discussion about possibly re-locating sidewalks to back of curb and removing planting strips. Below are the comments from Jeff Catoe and Kenneth Cauthen:

Jeff Catoe stated the following question.
"Didn't ADA standards change sidewalks to 4.5 or 5' minimums? When I was at the City we had changed ours to 5' to better support wheelchair widths".

Kenneth Cauthen answered with the following reply referencing the UDO.
Section 12.9 d.- Street yard trees must be planted no closer than 8 ft. from the ROW. This will meet our concerns about sidewalks getting destroyed by shade tree roots. I believe that Sun City and Walnut Creek are the only subdivisions where trees have been planted in the small 2 ft. strip. I will look at what we have in those subdivisions to see if we can find a good starting place to begin requiring no plantings in the narrow strips. I have had NO problems where the trees are planted in the owner's yard. We can begin holding CO until everyone complies. We never should have allowed Pulte and others to plant trees in problem areas.

IV. Recommendation:

It is therefore the recommendation from the Planning Department that the subdivision application for the Bonterra Builders, LLC (Reserve at Barber Rock aka Preserve at Barber Rock) subdivision be **approved** contingent upon all comments being addressed from the local agencies and Bonterra Builders, LLC. Based on the presented evidence on the documented application, the Planning Department recommends that the **two variances also be approved.** In addition, both the Fire Marshal and Public Works Director have agreed the variances are acceptable for this project.

LANCASTER COUNTY
South Carolina

FILE COPY
Exhibit 1

THE RESERVE@BARBER ROCK

The Preliminary Plan Application is due by the first Monday of every month before 5:00 p.m. It is the applicant's responsibility to email the digital copies to the local agencies. Submit digital copies (see below) of the preliminary plan (24x36) minimum, pdf format to the 15 agencies below. Then, the local agencies will send their comments for the preliminary plan to the Lancaster County Planning Department. Six (6) hard copies (Turn into Planning Dept. for Planner in Charge to distribute to the Public Works, Zoning Department, and E-911 Addressing (Plans must be assembled and folded).

The applicant should hire a registered surveyor to prepare the preliminary plan. The preliminary plan must be prepared in accordance with the requirements and standards outlined in Section 13.8.2, Preliminary Plan and Supporting Data, of the Lancaster County Unified Development Ordinance.

Subdivision Fees –
Preliminary Plat 1 to 10 lots = $25 per lot
Preliminary Plat 11 or more lots (per lot) = $300 plus $10 for each lot [300+(10*52)]=$820
Construction Documents for Preliminary Plat = same fee as above
Final Plat = $100 plus $10 for each lot or building permit
Subdivision Variance = $200 per instance 200*2 = $400

- This document and the Preliminary Plan Application checklist are under revision by the Lancaster County Planning Department. The applicant is responsible in checking with the Lancaster County Planning Department on any updates of the Preliminary Plan checklist (September 3, 2013)

The following is a list of the contact persons/agency for the DRC:

Steve Yeargin, Interim Building Official - syeargin@lancastercountysc.net		(803) 285-1969
Kenneth Cauthen, Zoning – kcauthen@lancastercountysc.net	Paper Copy	(803) 416-9777
Clay Catoe, EMS – ccatoe@lancastercountysc.net		(803) 283-4134
Keith Tunnell, LCEDC – keith.Tunnell@lancasterscworks.com		(803) 285-9471
Seth Rodgers, LCNGA – sethrodgers@comporium.net		(803) 285-2045
James Hawthorne, LCWSD – james.hawthorne@lcwasd.org		(803) 285-6919
Jeff Catoe, Public Works – jcatoe@lancastercountysc.net	Paper Copy	(803) 283-2101
Hal Hiott, Recreation – hhiott@lancastercountysc.net		(803) 285-5545
Gene Moore, School District – Gene.Moore@lcsdmail.net		(803) 286-6972
David Small, School District – David.Small@lcsdmail.net		(803) 286-6972
Bryan Vaughn, School District – Bryan.Vaughn@lcsdmail.net		(803) 286-6972
Barry Faile, Sheriff – bfaile@lancastercountysc.net		(803) 283-3388
Trish Hinson, E-911 Addressing – phinson@lanc911.com	*Paper	(803) 416-9325
DHEC – Erosion Control www.scdhec.com		(803) 898-3432
John McKay – SCDOT – McKayJD@dot.state.sc.us		(803) 283-3397
Wayne Joyner – SCDOT –JoynerJW@dot.state.sc.us	Projects South of Highway 75	
(803) 283-3397		
Daniel Hopkins – SCDOT - HopkinsDM@scdot.org	Projects North of Highway 75	
(803) 327-6186		
Mike Bagley – SCDOT –BagletMR@dot.state.sc.us	Projects North of Highway 75	
(803) 327-6186		
Stephen Blackwelder – Fire Marshal – sblackwelder@lancastercountysc.net		(803) 283-8888
Planning Department –Three Paper Copies and a Digital Copy (Call the Planning Department to see which planner will need the digital copy).		(803) 285-6005

*Note: For the E-911 Coordinator she needs a one page document that shows lot configuration, ingress egress, road names and length of roads.

Rev: 06-13-14

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

FILE COPY
Exhibit 1

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

Do Not Write In This Box
Application No. SD-015-002 Date Received 12-3-14 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: The Reserve at Barber Rock

Project Type: Single Family Residential

Property Location: (one) ☑ Unincorporated area of County ☐ City of Lancaster

☐ Town of Heath Springs ☐ Town of Kershaw

Tax Map Number: 0003-00-063.01 and 0003-00-068.00

Area in Acres: 35.134 Acres

Number of Lots: 52 Lots

Number of Sections/Phases: Phasing to be determined at construction document phase

Existing Land Use District Classification: R-15P Cluster Overlay (per Ordinance Nos. 2014-1274 and 2014-1308)

CONTACTS:	~~PROPERTY OWNER~~ APPLICANT	SURVEYOR/ENGINEER
	Bonterra Builders, LLC	ESP Associates, PA
NAME	Attn: Mr. Mike Kissel	Attn: Peter Tatge
ADDRESS	5615 Potter Road	3475 Lakemont Blvd.
CITY/STATE/ZIP	Matthews, NC 28104	Fort Mill, SC 29708
PHONE NUMBER	(704) 821-8020	(980) 721-0186

Waster Supply: ☐ Wells ☑ Central LCWSD
Name of Provider

Water Treatment: ☐ Septic ☑ Central LCWSD
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

FILE COPY

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)	✓	
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		✓ Requirement waived per SCDOT.

If any of the above items are not included in your proposal, please explain why:
Grading Plan and Road Profiles to be provided during construction document phase

(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

FILE COPY
Exhibit 1

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

APPLICATION TO VARY OR APPEAL THE REQUIREMENTS OF THE LANCASTER COUNTY LAND DEVELOPMENT REGULATIONS

Do Not Write In This Box

Application No. SD-015-002 Date Received 12-3-14 Fee Paid ✓

1- This application if for : (check one)

☑ A variance from the requirements of the Ordinance (fill in items # 2 & 3)

☐ An appeal for clarification or interpretation of the Ordinance (fill in item # 3)

2- Give either exact address or tax map reference of property for which a variance is requested:

0003-00-068.00 and 0003-00-063.01 (The Reserve at Barber Rock)

3- Describe the nature of the variance or appeal requested and list the section(s) of the Ordinance that is in question:

Applicant requests a variance from the minimum centerline radius of one hundred and fifty (150) feet as described in the Lancaster County, South Carolina Code of Ordinances, Part I, Chapter 26, Article V, Division 1, Section 26-61(3). In order to create a more visually appealing community with a large pocket park, the applicant proposes to utilize a centerline radius of seventy-five (75) feet as identified on Exhibit A(enclosed). This also allows applicant to provide a mail kiosk at a location where parallel parking can be provided.

(attach additional information as needed)

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

APPLICANT'S NAME: (PRINT)
Bonterra Builders, LLC

ADDRESS:
Mr. Mike Kissel
5615 Potter Road
Matthews, NC 28104

PHONE: (704) 821-8020

I hereby certify that the above information is correct and true to the best of my knowledge.

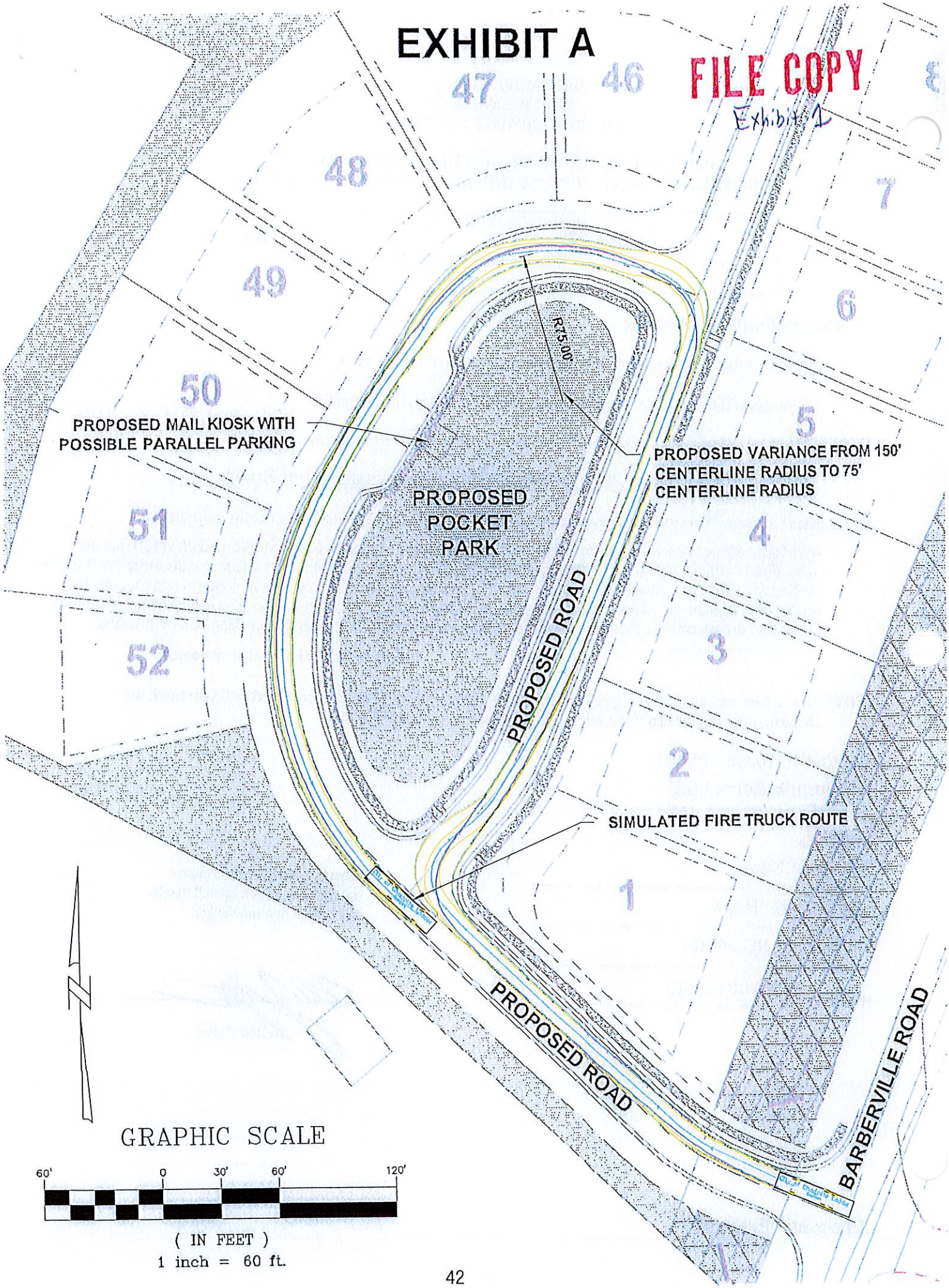
SIGNATURE

Enclosed: Exhibit A

EXHIBIT A

FILE COPY

Exhibit 1



FILE COPY
Exhibit 1

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

APPLICATION TO VARY OR APPEAL THE REQUIREMENTS
OF THE LANCASTER COUNTY LAND DEVELOPMENT REGULATIONS

Do Not Write In This Box

Application No. SD-015-002 Date Received 12-3-14 Fee Paid ✓

1- This application if for : (check one)

☑ A variance from the requirements of the Ordinance (fill in items # 2 & 3)

☐ An appeal for clarification or interpretation of the Ordinance (fill in item # 3)

2- Give either exact address or tax map reference of property for which a variance is requested:

0003-00-068.00 and 0003-00-063.01 (The Reserve at Barber Rock)

3- Describe the nature of the variance or appeal requested and list the section(s) of the Ordinance that is in question:

Applicant requests a variance from the minimum centerline tangent of sixty (60) feet from curve to any intersecting road as described in the Lancaster County, South Carolina Code of Ordinances, Part I, Chapter 26, Article V, Division 1, Section 26-61(3). In order to create a more visually appealing community with a large pocket park, the applicant proposes tangents of fourteen (14) feet and forty-six (46) feet as identified on Exhibit B (enclosed). This also allows applicant to provide a mail kiosk at a location where parallel parking can be provided.

(attach additional information as needed)

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

APPLICANT'S NAME: (PRINT)

Bonterra Builders, LLC

ADDRESS:

Mr. Mike Kissel

5615 Potter Road

Matthews, NC 28104

PHONE: (704) 821-8020

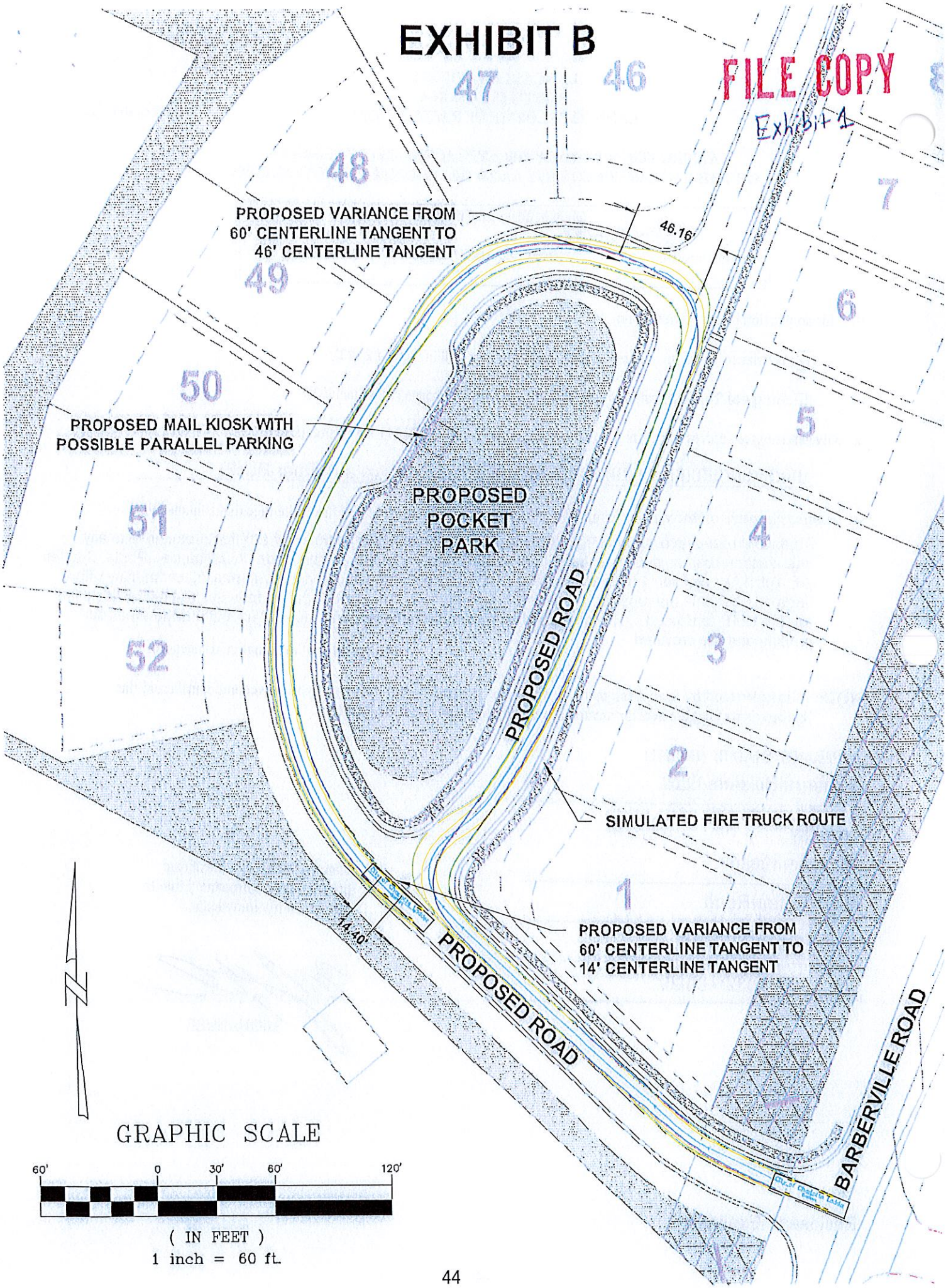
I hereby certify that the above information is correct and true to the best of my knowledge.

SIGNATURE

Enclosed: Exhibit B

EXHIBIT B

FILE COPY
Exhibit 1



RECEIVED
1-15-15
Exhibit 1

LANCASTER COUNTY
South Carolina

CLUSTER SUBDIVISION OVERLAY DISTRICT STAFF REVIEW CHECKLIST

Reference Section 2.1.5.6 of Appendix B of the Lancaster County Code
(Unified Development Ordinance of Lancaster County)

	YES	NO

General Information: The Preserve at Barber Rock

1. Name of Applicant: Bonterra Builders, LLC
2. Application Number: _____
3. Property Address: East of the intersection of Tillman Steen Road and Barberville Road, on the north side of Barberville Road
4. Total acreage: 35.134 Acres
5. Are there restricted covenants or deed restriction? Attach a copy for records. | | ☑ |
6. Zoning Classification (Select one of the following):

R-30, Low Density Residential/Agricultural District		
R-30P, Low Density Residential/Agricultural Panhandle District		
R-15, Moderate Density Residential/Agricultural District		
R-15P, Moderate Density Residential/Agricultural Panhandle District	☑	

Per Ordinance Nos. 2014-1274 and 2014-1308

Minimum Acreage:

1. Does the property have at least thirty (30) gross acres?	☑	
2. Does the property consist of contiguous parcels?	☑	
3. Does the property adjoin or have direct access to at least one collector street?	☑	

Minimum Lot Area:

1. Are proposed lots 5,000 square feet or greater?	☑	

2. Do proposed lot areas increase with lot width? ☑

Minimum lot width:

1. Are both central water and sewer services available and adequate? ☑
2. Are proposed lot widths fifty feet (50') or greater? ☑

Variety of lot sizes:

1. Do proposed lots vary in size and layout? ☑
2. Is there at least ten feet (10') of separation between any two proposed lot widths? ☑
3. Is the yield of any single lot width limited to thirty-four percent (34%) or less of the total lots? List proposed lot widths below. ☑

Lot Width	Quantity	Percentage of Total Lots
61'	18	34%
71'	17	33%
81'	17	33%
Total Lots Proposed	52	

Setbacks:

1. Are front yard setbacks twenty feet (20') or greater? Note: Refer to Chapter 5 of the UDO for corner lots. ☑
2. Are rear yard setbacks thirty feet (30') or greater? ☑
3. Are side yard setbacks seven feet (7') or greater? If no, are side yard setbacks between five feet (5') and seven feet (7')? ☑ Side yard setbacks are 5'
4. If between five feet (5) and seven (7), are all of the following conditions met?
   a. Do dwelling units have fire resistant siding as approved by the Lancaster County Building Official (i.e. brick, masonry, stone, concrete siding)? Note: Vinyl siding is not permissible with a five foot (5') side yard. ☑
   b. Have vented soffits been avoided? Note: Unvented soffits shall be permissible if no less than ten feet (10') from an adjacent dwelling unit or structure. ☑
   c. Are windows of dwelling units offset from windows of adjacent units? ☑

Open Space

1. Is open space clearly labeled? ☑

Exhibit 1

2. Use the following formula to determine the amount of the site acreage to be set aside as open space. Note: Refer to Section 2.1.5.6 (l) of the UDO for additional examples.

   Total Open Space Set Aside = Total Parcel minus Primary Conservation Areas multiplied by Open Space Percentage then added to Primary Conservation Areas

   TO = ((TP – PC) OSP) + PC

   TO = Total Open Space Set Aside (acres)

   TP = Total Parcel (acres)

   PC = Primary Conservation Areas (acres)

   OSP = Open Space Percentage (% of Site Acreage excluding PC)

   TO = ((35.13 - 4.68) .25) + 4.68

   TO = 12.29 acres of Total Open Space Set Aside

3. Have Primary Conservation areas been accounted for? Note: Refer to Section 2.1.5.6 (f) (3).	☑	
4. Is no less than twenty-five percent (25%) of the site acreage, not including primary conservation areas, set aside in perpetuity as open space?	☑	
5. Does the proposed open space comply with Chapter 19 and Section 17.1 of the UDO?	☑	
6. Have structures, swimming pools, and athletic facilities been excluded from the open space area? Note: structures that serve an accessory function, such as a gazebo, fishing dock, playground equipment or play structures are permitted.	☑	
7. Where practicable, have the following been included in open space? – Wooded areas – Scenic vistas – Streams, ponds, wetlands and floodplains – Buffers, including landscaped, perimeter, river and stream – Areas containing slopes in excess of twenty-five percent (25%) – Areas containing unusual natural site features (such as major rock formations) – Environmentally, historically or archaeologically significant or unique areas	☑	
8. Is open space contiguous, when not restricted by topography, existing water body and other natural features?	☑	
9. Do pedestrians have access to open space?	☑	
10. Has the removal of trees and natural vegetation in designated open space been limited? Note: Trees over twenty-four inches (24") in diameter (DBH) shall be preserved and incorporated in designated open space where practicable.	Tree save areas and measures to be designated during construction document phase.	

Maximum Density:

1. Does the proposed density comply with that allowed for the residential use district in which it is located? Note: Refer to Section 2.1.1 of the UDO.	☑	

2. Use the following formula to determine the total number of dwelling units allowed. Note: Refer to Section 2.1.5.6(I) for additional examples.
   Total Dwelling Units Allowed = Total Parcel multiplied by Maximum Dwelling Units per Acre
   TU = (TP) (DUA)
   TU = Total Units Allowed (dwelling units)
   TP = Total Parcel (acres)
   DUA = Maximum Dwelling Units per Acre (dwelling units/acres)
   TU = (35.13) (1.5)
   TU = 52.70 Total Lots or Dwelling Units Allowed

Connectivity:

Per the Development Agreement, Ordinance # 2014-1308, Article III, Section 3.01A: "...due to inherent constraints associated with the Property, including, without limitation, topographic and environmental constraints, Developer and County agree that the subdivision shall have a connectivity index of not less than 1.0"

	☑	
☑		

1. Does the proposed cluster subdivision have a connectivity index of 1.4 or greater? Note: Refer to Section 13.7.9.1 of the UDO.
2. Are one hundred fifty (150) or more dwelling units proposed?
   a. If yes to 2 above, has a second means of ingress/egress been provided? Note: Refer to Section 13.7.8.9 of the UDO.
3. Is the property adjacent to undeveloped or residential parcels containing five (5) or more acres?
   a. If yes to 3 above, has at least one (1) stubbed out street been provided?
   Note: Refer to Section 13.7.10.3 of the UDO.
4. Does the proposed cluster subdivision connect to open space (i.e. bike paths, walking/hiking trails, etc.) in adjacent developments where practicable?

Per the Development Agreement, Ordinance # 2014-1308, Article III, Section 3.01A: "Developer and County Agree that the Developer is not required to provide a stubbed out street for any adjacent undeveloped parcel or a parcel used for a single family home that contains a minimum of five (5) acres, except that a stubbed out street shall be provided to that parcel identified as Tax Map No. 0003-00-058.00."

☑	

Additional Site Planning Standards:

☑	
☑	
☑	
☑	
☑	
☑	

1. Is the overall site design harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships?
2. Does the proposed site layout accommodate and preserve any features of historic, cultural, archaeological or sensitive environmental value?
3. Are individual lots, buildings, structures, streets, parking areas, utilities and infrastructure designed and sited to minimize the alteration of natural features, vegetation and topography?
4. Where practicable, are individual lots, buildings, structures, streets, parking areas, utilities and infrastructure designed and sited to be compatible with surrounding development patterns?
5. Are view sheds from existing public right-of-way unobstructed and/or enhanced?
6. Do proposed streets meet the construction standards of Chapter 13 of the UDO and Section 26-61 of the Lancaster County Code of the Lancaster County Code?

Exhibit 1

a.	If on-street parking is proposed, has adequate right-of-way and pavement width been provided in accordance with standards of the South Carolina Department of Transportation (SCDOT)?	☐ ☑
7.	Is a sidewalk proposed on at least one side of every local street?	☑ ☐
8.	Is a sidewalk proposed on both sides of arterial and collector streets?	☑ ☐
9.	Are local, arterial and collector streets clearly labeled?	☑ ☐
10.	Has a traffic impact analysis been provided? Note: Refer to Section 13.7.10.1 (c) of the UDO.	☐ ☑
a.	Has the traffic impact analysis been reviewed by the County in conjunction with the South Carolina Department of Transportation by a County level traffic planner or third-party consultant?	requirement waived per SCDOT.
11.	Does proposed landscaping meet the requirements of Chapter 12 and Chapter 22 of the UDO?	To be determined during construction document phase
a.	If yes to 11 above, have existing trees and natural vegetation been retained wherever possible to meet this requirement?	☑ ☐
12.	Do buffer yards between adjacent zoning districts comply with the requirements of Chapter 12 of the UDO?	To be determined during construction document phase
a.	Have existing trees and natural vegetation been retained wherever possible to meet buffer requirements?	☑ ☐
13.	Is a fifty foot (50') buffer included along the frontage of all existing public streets?	To be determined during construction document phase
a.	If yes to 13 above, does the buffer provide a visual buffer for principal structures? A minimum of twenty-five percent (25%) of the trees and seventy-five percent (75%) of the shrubs shall be evergreens.	☑ ☐
14.	Are buffers included in the proposed open space area?	☑ ☐
a.	If yes to 14 above, are required buffer areas contiguous with areas designated as open space?	☑ ☐
15.	Does the proposed plan demonstrate variety in architecture and building materials?	☑ ☐
a.	Are buildings constructed using quality finish materials (i.e., brick, masonry, stone, concrete siding, or stucco)?	☑ ☐
b.	Is vinyl siding used in combination with other building materials?	☐ ☑

Planning Office Use Only:

Date Received:
Received By:
Fee Paid:
Date of Meeting Scheduled:

Notes:

FILE COPY
Exhibit 2

AS RECOMMENDED FOR APPROVAL
BY THE
DEVELOPMENT AGREEMENT COMMITTEE

For Third Reading Consideration
November 10, 2014

FILED
OFFICE OF CLERK
OF COURT
2014 NOV 13 AM 8:45
CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2014-1308
COUNTY OF LANCASTER)

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN BONTERRA BUILDERS, LLC, AND THE COUNTY OF LANCASTER RELATING TO THE RESERVE AT BARBER ROCK DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

(b) Bonterra Builders, LLC, seeks to enter into a development agreement with Lancaster County relating to the Reserve at Barber Rock 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. Approval of Agreement; Authorization to Act.

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a Development Agreement between Bonterra Builders, LLC, and the County of Lancaster relating to the Reserve at Barber Rock development (the "Development Agreement") in the name and on behalf of the County of Lancaster. 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.

B. The Council Chair and Council Secretary are each 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 action as may be necessary to effectuate the purposes of this ordinance.

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

And it is so ordained, this 10th day of November, 2014.

LANCASTER COUNTY, SOUTH CAROLINA

Larry McCullough, Chair, County Council

Jack Estridge, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:	August 19, 2014
First Reading:	October 13, 2014
Second Reading:	October 27, 2014
Council Public Hearing:	November 10, 2014
Third Reading:	November 10, 2014

Approved as to form:

County Attorney

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Exhibit 2

Exhibit A to Ordinance No. 2014-1308

Development Agreement
Between
Bonterra Builders, LLC, and the County of Lancaster
Reserve at Barber Rock

See attached.

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FOR THIRD READING CONSIDERATION
November 10, 2014

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

STATE OF SOUTH CAROLINA	)	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	)	**RESERVE AT BARBER ROCK**

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 10th day of November, 2014 ("Agreement Date"), by and between **BONTERRA BUILDERS LLC.**, a North Carolina limited liability company ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately Thirty Five and 10/100 (35.10) acres, more or less, located along Barberville Road and known as the Reserve at Barber Rock development.

WHEREAS, Developer has submitted an application to the County requesting that the area comprising the Reserve at Barber Rock development be rezoned to R-15P, Moderate Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to more fully protect the Developer's development rights, thereby 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 zoned R-15P, Moderate Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

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

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

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means November 10, 2014.

(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 Bonterra Builders, LLC., a North Carolina Limited Liability Corporation, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(7) Reserved.

(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. 2014-1274" means Ordinance No. 2014-1274 of the County zoning the Property R-15P, Moderate Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

(11) Reserved.

(12) "Ordinance No. 2014-1308" means Ordinance No. 2014-1308 of the County approving this Agreement.

(13) Reserved.

(14) "Parties" means County and Developer.

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

(16) Reserved.

(17) "UDO" means Ordinance No. 309, as amended, as of the Agreement Date and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.

(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 Reserve at Barber Rock development.

Section 1.05. Zoning. The Property is zoned R-15P, Moderate Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District pursuant to Ordinance No. 2014-1274.

Section 1.06. Permitted Uses. (A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in 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 Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective sixty (60) days from receipt by the Clerk to Council unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period.

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

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

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

(C) Developer acknowledges and agrees that it and its successors and assigns (*i*) are responsible for the development of the Property when Developer acquires title to or Development Rights for the Property, and (*ii*) will develop the Property in accordance with the terms and conditions of this Agreement. It is the express intention of the Parties that the obligations of this Agreement are intended to run with the Property. If the Property is sold, either in whole or in part, and the Developer's obligations are transferred to a purchaser or successor in title to the Property as provided herein and in Section 3.05 below, Developer shall be relieved of any further liability for the performance of Developer's obligations as provided in this Agreement as it relates to the portion of the Property sold if the Developer is then current with its obligations pursuant to this Agreement.

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County. (A) The County 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. 2014-1308 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. 2014-1308 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is more than twenty-five (25).

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop. (A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date 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. 2014-1274, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

(F) For purposes of Subsection (D) of this Section 3.01 and Section 3.03(A)(3), the UDO is anticipated to be amended subsequent to the Agreement Date to provide that financial guarantees will no longer be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval and, these provisions as amended, will apply to the Property.

Section 3.01A. Connectivity. Notwithstanding the provisions of Sections 2.1.5.6(i), 13.7.10.3 and 13.7.9.1 of the UDO, all relating to connectivity, Developer and County agree that the Developer is not required to provide a stubbed out street for any adjacent undeveloped parcel or a parcel used for a single family home that contains a minimum of five (5) acres, except that a stubbed out street shall be provided to that parcel identified as Tax Map No. 0003-00-058.00. Further, due to inherent constraints associated with the Property, including, without limitation, topographic and environmental constraints, Developer and County agree that the subdivision shall have a connectivity index of not less than 1.0.

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

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations. (A) 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;

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

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

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

(1) Development Review Committee process;
(2) Preliminary plan approval;
(3) Final plat approval;
(4) Zoning permits;
(5) Building permits; and
(6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the 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. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity's officers and owners. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the

end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

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. School Payment. Developer agrees to pay to the County for the benefit of the Lancaster County School District Twenty-Six Thousand and No/100 dollars ($26,000.00) the earlier of either October 1, 2015 or the closing on the sale of any portion of the Reserve at Barber Rock development (the "School Payment"). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, "Developer" means Bonterra Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns.

Section 4.01B. Funds for Public Safety. Developer agrees to pay County Fifty-Two Thousand and No/100 dollars ($52,000.00) the earlier of either October 1, 2015 or the closing on the sale of any portion of the Reserve at Barber Rock development (the "Public Safety Payment"). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council. As used in this section, "Developer" means Bonterra Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2014, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at Nine Thousand and No/100 dollars ($9,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

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

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

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(b) If a traffic impact analysis is required by South Carolina Department of Transportation, the Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer. Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the South Carolina Department of Transportation. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic impact analysis, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

(c) If a signalized intersection is required by the traffic impact analysis, or additional poles are required at an existing signalized intersection, a mast-arm traffic signal shall be installed. At a minimum, the standard metal mast-arm poles used by Duke Energy Corporation shall be installed. Complete cost of the installation of the mast-arm traffic signal shall be paid by Developer. Developer shall furnish a financial guarantee, acceptable to the County in its discretion, to cover future repairs and replacement of the mast-arm traffic signal. Developer may transfer its obligation for future repairs and replacement for the mast-arm traffic signal to a homeowners' or property owners' association, or similar organization.

(2) Developer is responsible for all construction and maintenance, and the costs thereof, associated with the roads within the Property. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization, provided, that the transfer is for perpetual maintenance.

(3) Developer agrees to maintain the landscaping at the entrance on Barberville Road to the Property and to 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.

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer agrees to provide County prior to final plat approval documentation that a mechanism, such as a property owner's association, is in place for the perpetual maintenance of all roads within the Property.

(B) Potable Water. Potable water will be supplied to the Property by the 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. Developer acknowledges that County has no authority or responsibility for providing potable water services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(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. Developer acknowledges that County has no authority or responsibility for providing sewage treatment and disposal services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(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. Fire protection services will be provided by the Pleasant Valley Volunteer Fire Department, or its 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. Developer acknowledges that County has no authority or responsibility for providing public school services in the County.

(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. Final Plat Approval. Notwithstanding any other provision of this Agreement or any provision of the UDO, Developer agrees that prior to seeking final plat approval: (*i*) all water and sewer infrastructure for the area that is the subject of the final plat shall be installed by the Developer and subsequently tested, inspected, and found to be in acceptable condition by the applicable water or sewer provider, and (*ii*) the appropriate permits from the South Carolina Department of Health and Environmental Control (DHEC) have been obtained by the Developer for storm water management and the Developer shall provide proof that DHEC has issued the appropriate permits.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (*i*) when delivered to the party named below, (*ii*) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (*iii*) when deposited in Federal Express (or any other

reputable national "next day" delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

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

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

And to Developer: Bonterra Builders LLC.
Attn: Mike Kissel
5615 Potter Road
Matthews, NC 28104

With a Copy to: Helder, Helms, Roberson, & Lee P.A.
Attn: James Allen Lee, General Counsel
314 North Hayne Street
Monroe, NC 28112

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

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

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

Section 5.03. Periodic Review. At least every twelve months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the successor to Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Monday, March 2, 2015, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below found.

WITNESSES:

DEVELOPER:

Bonterra Builders, LLC,
a North Carolina limited liability company

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

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

STATE OF _____)
) PROBATE
COUNTY OF _____)

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

_____
First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2014.

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

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ By: _____
Larry McCullough, Chair, County Council

_____ Date: _____

_____ By: _____
Jack Estridge, Secretary, County Council

_____ Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

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

_____
First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2014.

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

Exhibit A
Property Description

Tax Map Nos. 0003-00-063.01 and 0003-00-068.00:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATED ALONG BARBERVILLE ROAD IN INDIAN LAND TOWNSHIP, LANCASTER COUNTY, SOUTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTH CAROLINA GEODETIC SURVEY MONUMENT "KIMBRELL 160", HAVING SOUTH CAROLINA GRID COORDINATES OF NORTH = 1,154,954.37 AND EAST = 2,023,059.98; THENCE N 52-34-59 W, 12,485.53 FEET (GROUND DISTANCE), TO A FOUND #4 REBAR, A COMMON CORNER OF JOSEPH BONETTI (DEED BOOK 757 PAGE 109), CARSON STEEN (DEED BOOK B005 PAGE 296) AND MYRTLE DOUGLAS (DEED BOOK C10 PAGE 18) AS RECORDED IN THE LANCASTER COUNTY REGISTER OF DEEDS; THENCE N 19-00-38 W, 763.64 FEET TO A FOUND #4 REBAR ALONG THE LINE OF TERRY AND MELONEE GREEN (DEED BOOK 117 PAGE 288); THENCE N 47-04-03 E PASSING A FOUND #4 REBAR AT 200.64 FEET, A FOUND #2 REBAR AT 490.60 FOR A TOTAL DISTANCE OF 620.30 FEET TO A FOUND 1" PIPE, A COMMON CORNER WITH ROBERT BLACKWELL (DEED BOOK 346 PAGE 229) AND BETTIE PETTUS (DEED BOOK D6 PAGE 3933); THENCE S 41-07-52 E PASSING A FOUND #4 REBAR AT 220.95 FEET, A FOUND 1" PINCHED PIPE AT 412.26 FEET, A FOUND ¾" PIPE AT 487.44, A FOUND #4 REBAR AT 1,810.57, A TOTAL DISTANCE OF 1,840.69 TO A POINT AT OR NEAR THE CENTERLINE OF BARBERVILLE ROAD (SR S-29-42), SAID ROAD HAVING A 66' PUBLIC RIGHT OF WAY (PLAT BOOK 2012 PAGE 578) THENCE WITH SAID ROAD ELEVEN (11) COURCES AND DISTANCES; (1) S 38-37-47 W 50.69 FEET TO A POINT; (2) S 34-21-36 W 49.56 FEET TO A POINT; (3) S 30-05-51 W 46.94 FEET TO A POINT; (4) S 25-06-15 W 50.74 FEET TO A POINT; (5) S 23-00-31 W 45.65 FEET TO A POINT; (6) S 22-47-58 W 47.60 FEET TO A POINT; (7) S 21-44-20 W 44.81 FEET TO A POINT; (8) S 22-03-23 W 49.66 FEET TO A POINT; (9) S 22-16-40 W 58.87 FEET TO A POINT; (10) S 21-23-29 W 195.03 FEET TO A POINT; (11) S 21-23-29 W 27.72 FEET TO A POINT; THENCE LEAVING SAID ROAD S 01-54-31 E 35.41 FEET TO A FOUND #4 REBAR WITH CAP ON THE SOUTH WEST SIDE OF ROAD; THENCE S 26-14-29 W 151.79 FEET TO A PONT IN SAID ROAD, A COMMON CORNER WITH CHURCH OF THE GREAT GOD (DEED BOOK 197 PAGE 202) AND BONTERRA BUILDERS, LLC (DEED BOOK 758 PG 194) THENCE WITH THE LINE OF THE CHURCH OF THE GREAT GOD TWO (2) COURCES AND DISTANCES; (1) N 47-20-34 W PASSING A FOUND #5 REBAR AT 33.00 FEET A TOTAL DISTANCE OF 325.00 FEET TO A FOUND #5 REBAR; (2) N 62-29-49 W 290.43 FEET TO A FOUND #5 REBAR A COMMON CORNER WITH JAMES AND ZELDA SHUTE (DEED BOOK C006 PAGE 4922); THENCE WITH THE LINE OF SHUTE N 32-40-49 E PASSING A FOUND #5 REBAR AT 195.33 FEET A TOTAL DISTANCE OF 354.70 FEET TO A FOUND #5 REBAR IN THE LINE OF MYRTLE DOUGLAS (DEED BOOK C10 PAGE 18); THENCE WITH THE LINE OF DOUGLAS N 64-37-29 W PASSING A FOUND #5 REBAR AT 89.35 FEET A TOTAL

DISTANCE OF 847.14 FEET TO THE POINT OF BEGINNING CONTAINING 35.134 ACRES AS SHOWN ON SURVEY BY ESP ASSOCIATES, P.A. ENTITLED "BOUNDARY SURVEY OF TAX PARCELS 3-00-063.01 AND 3-00-068.00 BEING 35.134 ACRES TOTAL" DATED 01-22-2014. BEING THE SAME PROPERTY CONVEYED TO MYRTLE DOUGLAS IN DEED BOOK C10 PAGE 18 AND BONTERRA BUILDERS, LLC IN DEED BOOK 758 PAGE 194 AS RECORDED IN THE LANCASTER COUNTY REGISTER OF DEEDS.

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Exhibit B

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(NOT APPLICABLE)

Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. The legal and equitable owners of the Property as of the Agreement Date are Myrtle L. Douglas (Tax Map No. 0003-00-068.00) and Bonterra Builders, LLC (Tax Map No. 0003-00-063.01).

(B) *the duration of the agreement which must comply with Code Section 6-31-40.* See Section 1.10.

(C) *a representation by the developer of the number of acres of highland contained in the property subject to the agreement.* See Section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See Section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.* See Section 3.04.

(I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations.* See Section 2.01(A).

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2014-1274 zoning the Property R-15P, Moderate Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.
2. Ordinance No. 2014-1308, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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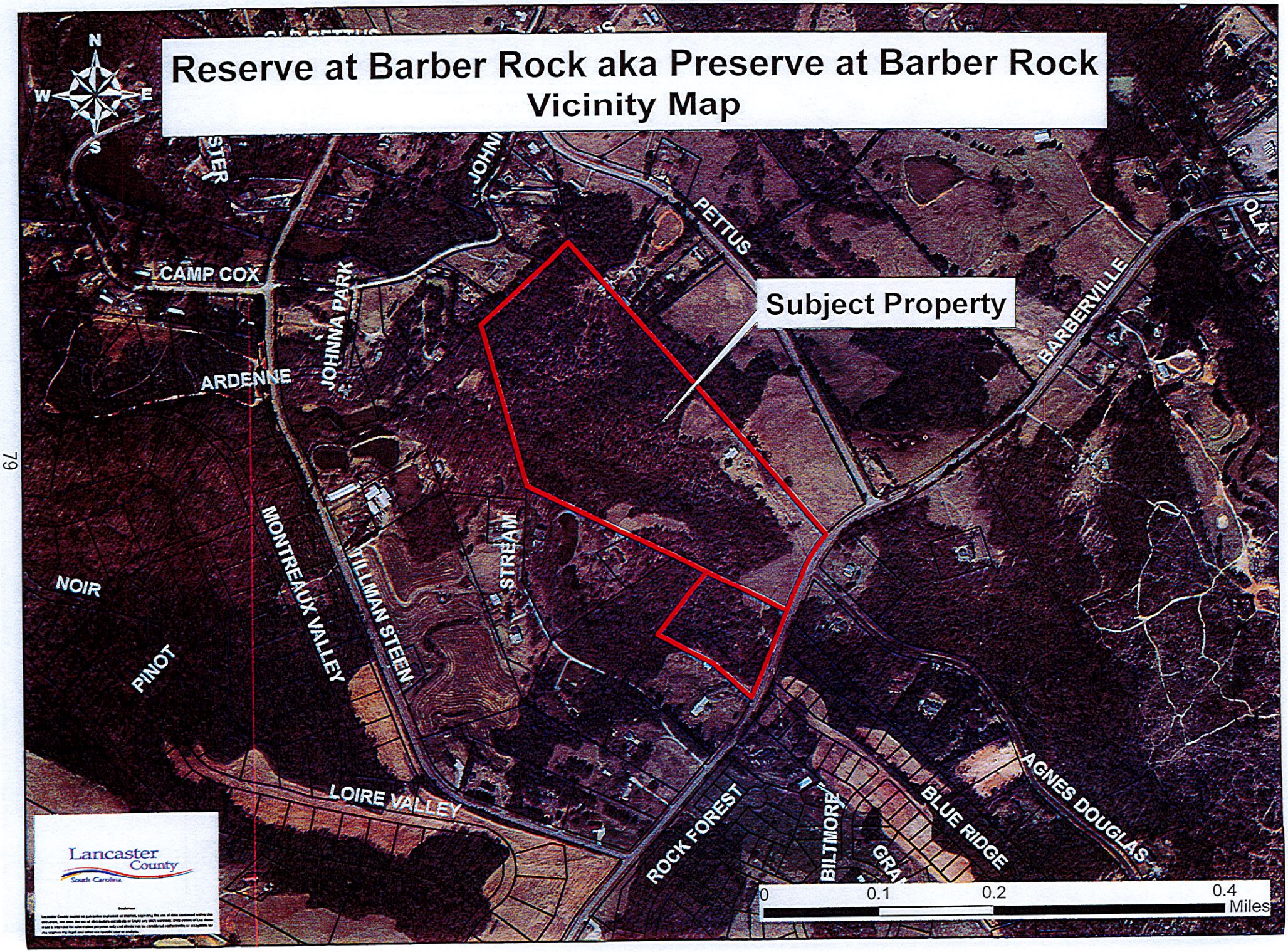
Reserve at Barber Rock aka Preserve at Barber Rock
Vicinity Map
N
W
E
S
Subject Property
CAMP COX
ARDENNE
JOHNNA PARK
PETTUS
BARBERVILLE
MONTREAUX VALLEY
TILLMAN STEEN
STREAM
NOIR
PINOT
LOIRE VALLEY
ROCK FOREST
BILTMORE
BLUE RIDGE
AGNES DOUGLAS
Lancaster County
South Carolina
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Miles

Assess Pro 4.6.18/4618 - Lancaster2014 - [Record Card]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID Card #

Exhibit 4

M **Parcel ID: 0003-00-063.01** Card: 1/1

Account: 78066 District: 01 - County

Sticker #: Ent. Parcel Area: 4.9 - AC

Location: 10449 BARBERVILLE RD Indian Land

Land Use: NLN - LandOnly Neigh: 01 - 01

Owner #1: BONTERRA BUILDERS LLC Own Type:

Market Adj Value	Current	Year 2013
Calc. Land Area:	4.900	4.900
Full Market Value:	156,800	156,800
Building Value:		
Yard Items:		
Land Value:	156,800	156,800
Total Value:	156,800	156,800
Assessed Value:	9,408	9,408
Capped Total:	156,800	156,800

Legal Description

Reval / Market 01

Sales Information

Grantor: DOUGLAS,CHRIS BRICE JR

Sale Price: 194,775 Validity: 0

Sale Date: 10/2/2013 Sold Vacant: No

Legal Ref: 758-194

Narrative Description

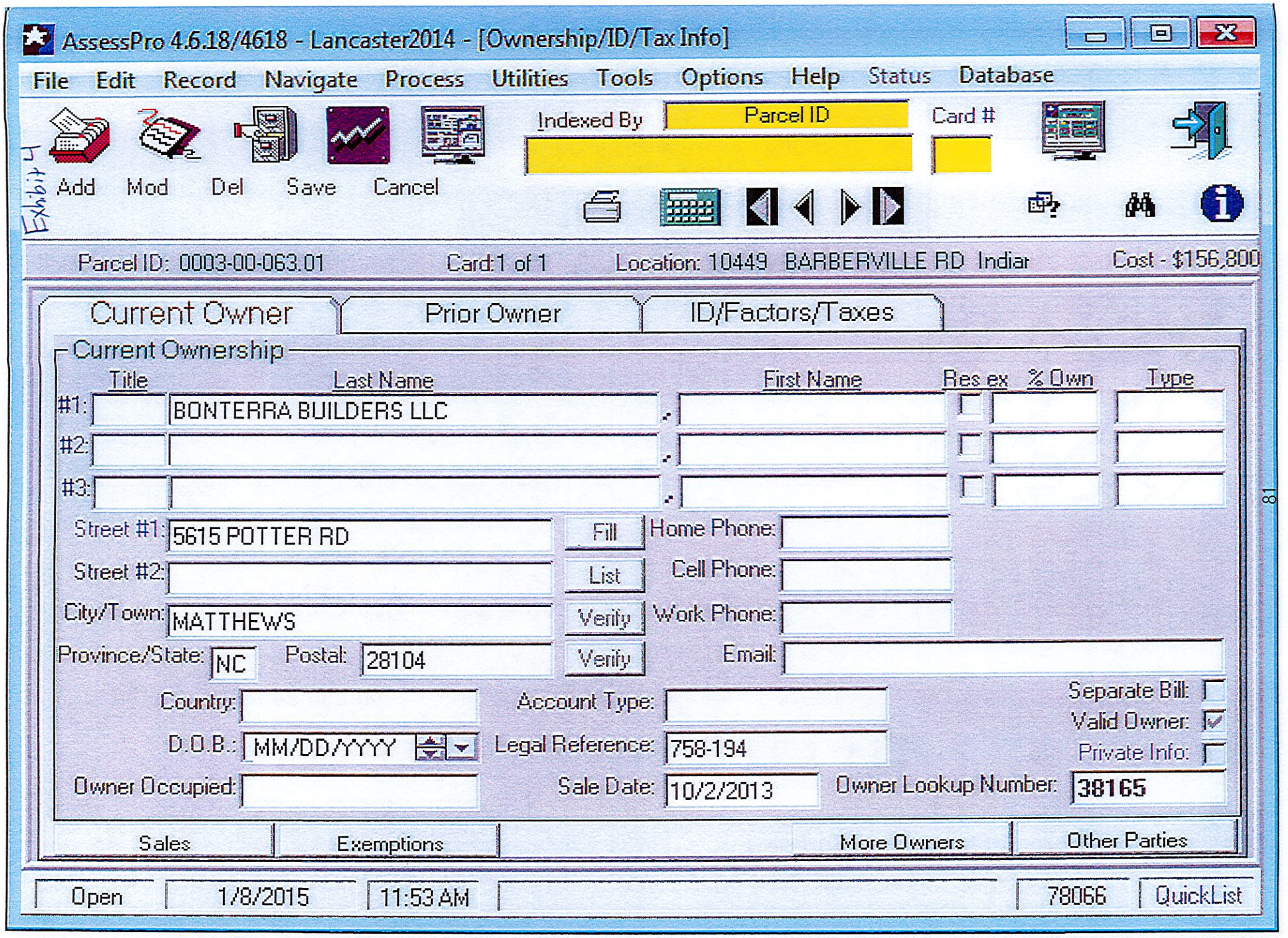
This Parcel contains 4.9 AC of land mainly classified as LandOnly.

No Picture Available

No Sketch Available

Office Notes Notes

Open 1/8/2015 11:53 AM 78066 QuickList


AssessPro 4.6.18/4618 - Lancaster2014 - [Ownership/ID/Tax Info]
File Edit Record Navigate Process Utilities Tools Options Help Status Database
Exhibit 4
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Parcel ID: 0003-00-063.01
Card:1 of 1
Location: 10449 BARBERVILLE RD Indian
Cost - $156,800
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Res ex
% Own
Type
#1:
BONTERRA BUILDERS LLC
#2:
#3:
Street #1:
5615 POTTER RD
Street #2:
City/Town:
MATTHEWS
Province/State:
NC
Postal:
28104
Fill
List
Verify
Verify
Home Phone:
Cell Phone:
Work Phone:
Email:
Country:
Account Type:
Separate Bill:
Valid Owner:
D.O.B.:
MM/DD/YYYY
Legal Reference:
758-194
Private Info:
Owner Occupied:
Sale Date:
10/2/2013
Owner Lookup Number:
38165
Sales
Exemptions
More Owners
Other Parties
Open
1/8/2015
11:53 AM
78066
QuickList

Assess. Pro 4.6.18/4618 - Lancaster2014 - [Record Card]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID Card #:

Exhibit H

M **Parcel ID: 0003-00-068.00** Card: 1/1

Account: 270 District: 01 - County

Sticker #: Ent. Parcel Area: 31 - AC

Location: 10483 BARBERVILLE RD Indian Land

Land Use: NRN - NQRes Neigh: 01 - 01

Owner #1: BONTERRA BUILDERS LLC Own Type:

Market Adj Value	Current	Year 2013
Calc. Land Area:	31.000	31.000
Full Market Value:	1,131,400	1,131,430
Full Land Value:		1,093,730
Building Value:	37,700	37,700
Yard Items:		
Land Value:	1,093,700	35,660
Total Value:	1,131,400	73,360
Assessed Value:	67,884	4,328
Capped Total:	1,131,400	73,360

Reval / Market 01

Sales Information

Grantor: DOUGLAS MYRTLE L.

Sale Price: 1,209,000 Validity: 0

Sale Date: 6/13/2014 Sold Vacant: No

Legal Ref: 801-305

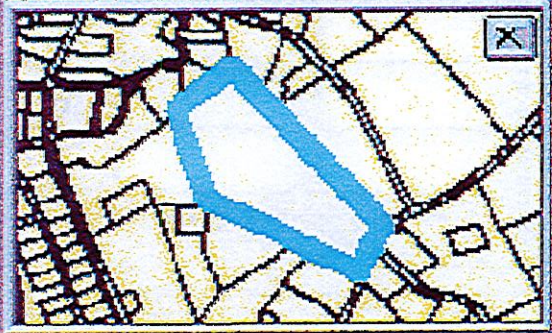
Office Notes Notes

Legal Description

Narrative Description

This parcel contains 31 AC of land mainly classified as NQRes with a Sing Fam Dw Building built about 1958, having primarily Asbestos Exterior and 1176 Square Feet, with 0 Unit, 1 Bath, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

No Picture Available



Open | 1/8/2015 | 11:52 AM | 270 | QuickList

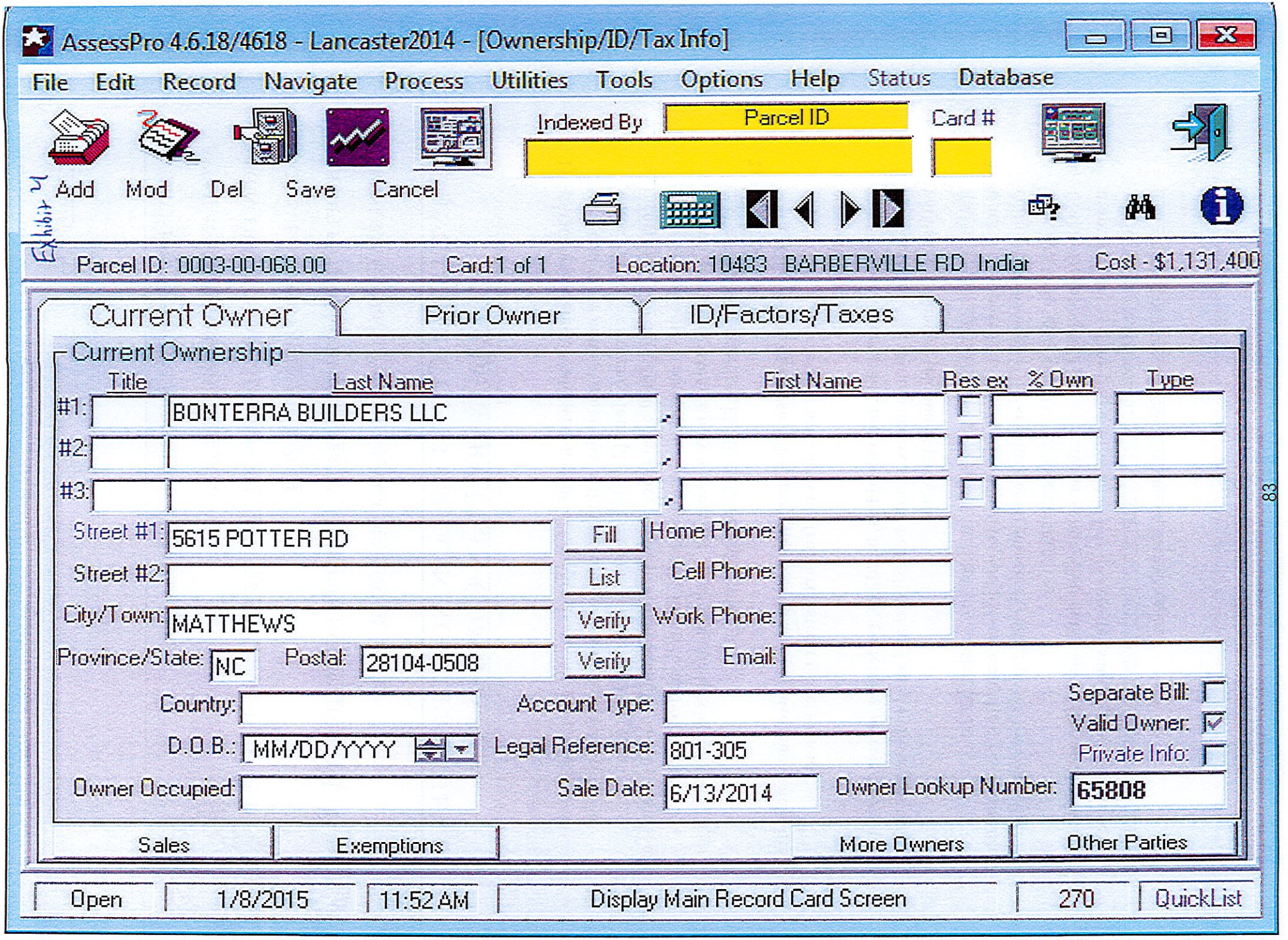

AssessPro 4.6.18/4618 - Lancaster2014 - [Ownership/ID/Tax Info]
File Edit Record Navigate Process Utilities Tools Options Help Status Database
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Parcel ID: 0003-00-068.00
Card:1 of 1
Location: 10483 BARBERVILLE RD Indiar
Cost - $1,131,400
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Res ex
% Own
Type
#1: BONTERRA BUILDERS LLC
#2:
#3:
Street #1: 5615 POTTER RD
Street #2:
City/Town: MATTHEWS
Province/State: NC
Postal: 28104-0508
Fill
List
Verify
Verify
Home Phone:
Cell Phone:
Work Phone:
Email:
Country:
D.O.B.: MM/DD/YYYY
Owner Occupied:
Account Type:
Legal Reference: 801-305
Sale Date: 6/13/2014
Separate Bill:
Valid Owner:
Private Info:
Owner Lookup Number: 65808
Sales
Exemptions
More Owners
Other Parties
Open
1/8/2015
11:52 AM
Display Main Record Card Screen
270
QuickList

Exhibit 5

SUBDIVISION: RESERVE AT BARBER ROCK (SD-014-011)

APPLICANT: BONTERRA BUILDERS, LLC

ENGINEER/LANDSCAPE ARCHITECT: ESP ASSOCIATES, P.A.

DATE SUBMITTED: DECEMBER 3, 2014

SCHEDULED DRC MEETING: TUESDAY, DECEMBER 16, 2014 10:30 AM

PLANNER IN CHARGE: PENELOPE KARAGOUNIS/ANDY ROWE

LANCASTER COUNTY PLANNING DEPARTMENT
PRELIMINARY PLAN COMMENTS

1) CSOD6F9: A cluster subdivision shall include provisions for the protection of trees and other natural amenities within the area or areas of designated open space...Trees over twenty-four (24") in diameter shall be preserved and incorporated in designated open space where practicable, and upon the request of planning staff such trees within areas designated for trails and other such recreational improvements may also need to be shown and labeled: Has any trees over 24inch diameters been identified on the open space area?
2) CSOD6J 1 & 3:

   1) Overall site design shall be harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships;

   2) Where practicable, individual lots, buildings, structures, streets, parking areas, utilities and infrastructure should be designed and sited to be compatible with surrounding development patterns;

   Please provide typical building elevations for Reserve at Barber Rock.
3) Does the proposed site layout accommodate and preserve any features of historic, cultural, archeological, or sensitive environmental value? Check list was indicated N/A. Has there been any study to suggest otherwise?
4) CSOD6D: Individual lots in a cluster subdivision shall vary in size and layout. No more than thirty-four percent (34%) of lots in a cluster subdivision shall have a single designated lot width: 61'x 125' lots as indicated on data section are 34.6%. Can you shift or alter the design to remove the extra .6%?

5) Please provide **your minimum lot area** in addition to minimum lot standards.
6) Please delete **"Set Aside" and add "Proposed"** in the Development Data (Total Open Space Section).
7) Are there any buffer plans to use natural or planted buffers?
8) Please provide acreage of open space areas shown on the preliminary site plan.
9) Please correct zoning classification on preliminary site plan from R-30P CSOD, **to R-15P CSOD.**
10) Would there be anyway to include "soft surface trails" to provide for better pedestrian access to common open space areas.

Exhibit 5

Penelope Karagounis

From: James Hawthorne <james.hawthorne@lcwasd.org>
Sent: Friday, December 19, 2014 3:08 PM
To: Penelope Karagounis; Andy Rowe
Cc: Wes Carter
Subject: RE: DRC Comments for Reserve at Barber Rock

Penelope,

Good afternoon. LCWSD had the following comments for the Reserve at Barber Rock project.

- The 12" waterline that currently terminates near the entrance of the Estates at Audubon Lake on Barberville Rd. will need to be extended to the Reserve at Barber Rock entrance (approx. 2,500 ft.) for water service to this development. Water calculations will need to be submitted to LCWSD, showing what the development will require, compared to what LCWSD is requiring, to be eligible for LCWSD's Reimbursement Program. Reimbursement will be based on LCWSD Commissioner approval and available funds by LCWSD.
- LCWSD may require the forcemain leaving the site onto Barberville Rd. to be upsized to a 12" forcemain. The upsizing of the forcemain will also be eligible for LCWSD's Reimbursement Program, as described above.
- LCWSD's participation in upsizing offsite infrastructure, in accordance to LCWSD's Capital Improvement Program, will require an agreement to be created between the developer and LCWSD prior to construction.
- If an agreement for reimbursement is required for the offsite infrastructure, LCWSD will combine the previous reimbursement request for the Barber Rock Offsite Sewer line to "memorialize" within the agreement.
- A larger turn-around at the lift station site will need to be provided
- Proper drainage around the lift station will need to be accounted for (i.e., raising the lift station pad 6" or higher to prevent water "sheeting" across site)
- Blow-off on Juneberry Place not to be installed in pavement
- Waterline alignment around the site's pocket park to be evaluated by LCWSD during plan review.
- ESP to confirm water/sewer utility crossing over Garden Gate Drive bridge.
- LCWSD to provide necessary FH flow data from end of 12" waterline on Barberville Rd.

If anything else comes to mind, I'll let you know. If anyone has any questions, please feel free to contact me. Thank you and have a great weekend/holiday.

James Hawthorne
Staff Engineer
Lancaster County Water & Sewer District
Phone: (803) 416-5250
Fax: (803) 283-1165

From: Penelope Karagounis [mailto:pkaragounis@lancastercountysc.net]
Sent: Thursday, December 18, 2014 11:54 AM
To: Mike Kissel
Cc: 'Matt Mandle'; Matt Reiking; Peter Tatge; Stephen Blackwelder; James Hawthorne; Daniel Hopkins (HopkinsDM@scdot.org); Andy Rowe
Subject: DRC Comments for Reserve at Barber Rock

Good Morning Everyone,

Attached are the comments we received from the agencies for the Reserve at Barber Rock. I was just informed from the County that I have too many hours of vacation that I need to take off this afternoon and tomorrow. I will be back at work on Monday and Tuesday. I will have the comments for Barber Rock South turned in to everyone next week.

Thank you,

Penelope

Penelope G. Karagounis
Lancaster County Planning Director
P.O. Box 1809
Lancaster, SC 29721
(803) 285-6005 –Main Line
(803) 285-6007 – Fax Number

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Exhibit 5

Andy Rowe

From:	Stephen Blackwelder
Sent:	Wednesday, December 17, 2014 9:48 AM
To:	Andy Rowe
Cc:	Penelope Karagounis
Subject:	Reserve @ Barber Rock

Below are the comments from yesterday's meeting regarding this project:

- Confirmed that although the roads are private the hydrants will be public and maintained by the LCWSD
- There is one mid-block hydrant proposed for this project. They have made provisions for the extra width pavement section as required.
- Hydrants- According to the Development Data- 5 hydrants are proposed for this subdivision. The proposed locations are adequate for fire protection.
- It was indicated that the project would not be built in phases but all at the same time. If phases does occur, they need to insure that each phase has adequate hydrant protection. It may be necessary to build a portion of the infrastructure of the next phase to get hydrants in place. At no point should any construction go vertical without a hydrant within 500 feet of the structure regardless of phasing.
- I asked about the "temporary" cul-de-sac on Juneberry Place- temporary means it may be eliminated in the future if this development is connected to adjacent parcels at a future date. The cul-de-sac will be fully built to specs and paved as normal as a part of this project.
- Access during construction - Fire apparatus access roads need to be installed prior to vertical construction and maintained in a state of readiness throughout the project. No storage of materials or waste products, parking, etc. should block fire department access at any time.
- The County is currently not allowing any speed bumps, speed tables, or other similar traffic calming devices.
- Peter is to send me a pdf with truck turning data at the small radius turns in the pocket park on this project.

Stephen Blackwelder, Fire Marshal
Lancaster County Fire Service
PO Box 1809
Lancaster, SC 29721
111 Covenant Place
Lancaster, SC 29720
Office: 803-283-8888
Fax: 803-283-6333
Direct: 803-313-8056
sblackwelder@lancastercountysc.net

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Exhibit 5

Andy Rowe

From: Jeffery D. Catoe
Sent: Wednesday, January 07, 2015 4:04 PM
To: Andy Rowe
Subject: RE: Reserve at Barber Rock

Andy,
I'm fine with the changes as long as it suits the Fire Marshal.

Jeff Catoe
Lancaster County
Public Works Director
P.O Box 1809
Lancaster, SC 29721
(803) 416-9692 Phone
(803) 285-3835 Fax

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From: Andy Rowe
Sent: Wednesday, January 07, 2015 10:45 AM
To: Jeffery D. Catoe
Subject: Reserve at Barber Rock

Hi Jeff,

I am helping with the subdivision Reserve at Barber Rock. They are asking for 2 variances. Attached is the application with the description of the variances. I wanted to see if you had any comments for the variances that I should include in my staff report.

Thanks.....

Andy Rowe
Planner
Lancaster County Planning Department
101 N. Main Street

P.O. Box 1809
Lancaster, SC 29721
Phone: (803) 285-6005
Fax: (803) 285-6007

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Exhibit 5

Andy Rowe

From: Stephen Blackwelder
Sent: Wednesday, January 07, 2015 1:02 PM
To: Andy Rowe
Subject: RE: Reserve at Barber Rock

I am okay with this.

Stephen Blackwelder, Fire Marshal
Lancaster County Fire Service
PO Box 1809
Lancaster, SC 29721
111 Covenant Place
Lancaster, SC 29720
Office: 803-283-8888
Fax: 803-283-6333
Direct: 803-313-8056
sblackwelder@lancastercountysc.net

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NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

From: Andy Rowe
Sent: Wednesday, January 07, 2015 10:49 AM
To: Stephen Blackwelder
Subject: Reserve at Barber Rock

Hi Stephen,

I just wanted to see if you had any comments for the variances for Reserve at Barber Rock. Attached is the application just in case you don't have it.

Thanks...

Andy Rowe
Planner
Lancaster County Planning Department
101 N. Main Street
P.O. Box 1809
Lancaster, SC 29721
Phone: (803) 285-6005
Fax: (803) 285-6007

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Exhibit 5

December 17, 2014

Mr. Mike Kissel
Bonterra Builders, LLC
5615 Potter Road
Matthews, NC 28104

RE: Proposed Reserve at Barber Rock Subdivision
From the Lancaster County Development Review Committee

DRC Members Present:
Penelope Karagounis- Lancaster County Planning Director
Andy Rowe- Lancaster County Planner I
Dan Hopkins- SCDOT
James Hawthorne- LCWSD Engineer
Stephen Blackwelder- Lancaster County Fire Marshall

Greetings Mr. Kissel,

Thank you for attending the Development Review Committee (DRC) meeting on Tuesday December 16th regarding the proposed Reserve at Barber Rock Subdivision within the Indian Land area of Lancaster County, SC. Please see the comments below:

LANCASTER COUNTY WATER & SEWER DISTRICT: JAMES HAWTHORNE

- THE 12" WATERLINE THAT CURRENTLY TERMINATES NEAR THE ENTRANCE OF THE ESTATES AT AUDUBON LAKE ON BARBERVILLE RD. WILL NEED TO BE EXTENDED TO THE RESERVE AT BARBER ROCK ENTRANCE (APPROX. 2,500 FT.) FOR WATER SERVICE TO THIS DEVELOPMENT. WATER CALCULATIONS WILL NEED TO BE SUBMITTED TO LCWSD, SHOWING WHAT THE DEVELOPMENT WILL REQUIRE, COMPARED TO WHAT LCWSD IS REQUIRING, TO BE ELIGIBLE FOR LCWSD'S REIMBURSEMENT PROGRAM. REIMBURSEMENT WILL BE BASED ON LCWSD COMMISSIONER APPROVAL AND AVAILABLE FUNDS BY LCWSD.
- LCWSD MAY REQUIRE THE FORCEMAIN LEAVING THE SITE ONTO BARBERVILLE RD. TO BE UPSIZED TO A 12" FORCEMAIN. THE UPSIZING OF THE FORCEMAIN WILL ALSO BE ELIGIBLE FOR LCWSD'S REIMBURSEMENT PROGRAM, AS DESCRIBED ABOVE.
- LCWSD'S PARTICIPATION IN UPSIZING OFFSITE INFRASTRUCTURE, IN ACCORDANCE TO LCWSD'S CAPITAL IMPROVEMENT PROGRAM, WILL REQUIRE AN AGREEMENT TO BE CREATED BETWEEN THE DEVELOPER AND LCWSD PRIOR TO CONSTRUCTION.
- IF AN AGREEMENT FOR REIMBURSEMENT IS REQUIRED FOR THE OFFSITE INFRASTRUCTURE, LCWSD WILL COMBINE THE PREVIOUS REIMBURSEMENT REQUEST FOR THE BARBER ROCK OFFSITE SEWER LINE TO "MEMORIALIZE" WITHIN THE AGREEMENT.
- A LARGER TURN-AROUND AT THE LIFT STATION SITE WILL NEED TO BE PROVIDED

- PROPER DRAINAGE AROUND THE LIFT STATION WILL NEED TO BE ACCOUNTED FOR (I.E., RAISING THE LIFT STATION PAD 6" OR HIGHER TO PREVENT WATER "SHEETING" ACROSS SITE)
- BLOW-OFF ON JUNEBERRY PLACE NOT TO BE INSTALLED IN PAVEMENT
- WATERLINE ALIGNMENT AROUND THE SITE'S POCKET PARK TO BE EVALUATED BY LCWSD DURING PLAN REVIEW.
- ESP TO CONFIRM WATER/SEWER UTILITY CROSSING OVER GARDEN GATE DRIVE BRIDGE.
- LCWSD TO PROVIDE NECESSARY FH FLOW DATA FROM END OF 12" WATERLINE ON BARBERVILLE RD.

SCDOT COMMENTS: DANIEL HOPKINS

1) A LEFT TURN LANE WILL BE REQUIRED, INCLUDING;
   A. FULL DEPTH ASPHALT
   B. MILL ENDS TO TIE IN TO EXISTING PAVEMENT
   C. OVERLAY ENTIRE WIDTH OF ROAD
   D. THERMOPLASTIC STRIPING
   E. A BOND FOR 1.5X THE ESTIMATED CONSTRUCTION COST OF THE ROAD WORK.
2) SITE DISTANCE ON THE PLANS IN PROFILE AND PLAN VIEW.

LANCASTER COUNTY BUILDING DEPARTMENT: STEVE YEARGIN

EMAIL FROM STEVE YEARGIN ON DECEMBER 16, 2014: I WILL NOT BE ATTENDING ANY DRC THIS MORNING . I HAVE ONE PERMIT CLERK ON VACATION AND ONE AT THE DOCTOR FOLLOWING UP A HOSPITAL STAY LAST WEEK. ALSO THE CLOUD IS DOWN ON THE ONE CLERK WHO IS HERE. PLEASE CONVEY THE FOLLOWING COMMENTS TO THE DEVELOPERS:

- TWO COPIES OF PLANS PLUS ONE ON CD IN PDF FORMAT TURN AROUND TIME APPROXIMATELY 5-10 BUSINESS DAYS.
- 2012 INTERNATIONAL RESIDENTIAL CODE WITH SC MODIFICATIONS (SEE SC BUILDING CODES COUNCIL FOR MODIFICATIONS)
- MUST HAVE ACTUAL PAVED STREETS BEFORE PERMIT ISSUED. NO DIRT ROADS IN FRONT OF HOUSE.
- MUST HAVE SOME TYPE STREET SIGNS IN NEIGHBORHOOD. NOT REQUIRED TO BE THE FINAL SIGNS BUT MUST BE LEGIBLE AND DURABLE TO ALLOW INSPECTORS AND MORE IMPORTANTLY EMERGENCY RESPONDERS TO FIND THE CORRECT STREETS.
- ALL WORK TO BE READY FOR INSPECTION AT 8:00 AM ON DAY DESIRED. NO INSPECTIONS AFTER 1:30 SORRY WE DO NOT DO APPOINTMENTS.
- BUILDERS IS TO USE OUR CONTRACTORS PORTAL (FREE) TO SCHEDULE ALL INSPECTIONS. HE WILL ALSO RECEIVE RESULTS BY SMART DEVICE OR COMPUTER EMAIL. CALL ONE BUSINESS DAY AHEAD OF ACTUAL NEEDS NO LATER THAN 3 PM. IF AFTER 3PM, WILL BE SCHEDULES FOR THE SECOND BUSINESS DAY.
- ALL CONTRACTORS TO HAVE SC LICENSE. WE DON'T ACCEPT NC LICENSES

Exhibit 5

LANCASTER COUNTY FIRE SERVICE: STEPHEN BLACKWELDER

- Confirmed that although the roads are private the hydrants will be public and maintained by the LCWSD
- There is one mid-block hydrant proposed for this project. They have made provisions for the extra width pavement section as required.
- Hydrants- According to the Development Data- 5 hydrants are proposed for this subdivision. The proposed locations are adequate for fire protection.
- It was indicated that the project would not be built in phases but all at the same time. If phases does occur, they need to insure that each phase has adequate hydrant protection. It may be necessary to build a portion of the infrastructure of the next phase to get hydrants in place. At no point should any construction go vertical without a hydrant within 500 feet of the structure regardless of phasing.
- I asked about the "temporary" cul-de-sac on Juneberry Place- temporary means it may be eliminated in the future if this development is connected to adjacent parcels at a future date. The cul-de-sac will be fully built to specs and paved as normal as a part of this project.
- Access during construction- Fire apparatus access roads need to be installed prior to vertical construction and maintained in a state of readiness throughout the project. No storage of materials or waste products, parking, etc. should block fire department access at any time.
- The County is currently not allowing any speed bumps, speed tables, or other similar traffic calming devices.
- Peter is to send me a pdf with truck turning data at the small radius turns in the pocket park on this project.

LANCASTER COUNTY PLANNING DEPARTMENT-ANDY ROWE

- CSOD6F9: A cluster subdivision shall include provisions for the protection of trees and other natural amenities within the area or areas of designated open space...Trees over twenty-four (24") in diameter shall be preserved and incorporated in designated open space where practicable, and upon the request of planning staff such trees within areas designated for trails and other such recreational improvements may also need to be shown and labeled: Has any trees over 24inch diameters been identified on the open space area?

- CSOD6J 1 & 3:

  1) Overall site design shall be harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships;

  3) Where practicable, individual lots, buildings, structures, streets, parking areas, utilities and infrastructure should be designed and sited to be compatible with surrounding development patterns: Please provide typical building elevations for Reserve at Barber Rock.

- Does the proposed site layout accommodate and preserve any features of historic,

cultural, archeological, or sensitive environmental value? Check list was indicated N/A. Has there been any study to suggest otherwise?

- CSOD6D: Individual lots in a cluster subdivision shall vary in size and layout. No more than thirty-four percent (34%) of lots in a cluster subdivision shall have a single designated lot width: 61'x 125' lots as indicated on data section are 34.6%. Can you shift or alter the design to remove the extra .6%?
- Please provide your minimum lot area in addition to minimum lot standards.
- Please delete "Set Aside" and add "Proposed" in the Development Data (Total Open Space Section).
- Are there any buffer plans to use natural or planted buffers?
- Please provide acreage of open space areas shown on the preliminary site plan.
- Please correct zoning classification on preliminary site plan from R-30P CSOD, to R-15P CSOD.
- Would there be anyway to include "soft surface trails" to provide for better pedestrian access to common open space areas.
- CSOD6F6: Pedestrian shall have access to open space: Please ensure full access to all open space areas where topographic conditions do not preclude.

Subsequent to the DRC meeting, any revisions to site plans must be made to the originally submitted plan and resubmitted electronically to the agencies that had comments. It is the responsibility of the developer to re-submit the plan with changes to the proper agency including a digital and a hard copy to the Planner in charge of the project. Once the agencies have reviewed the changes, they will submit to the planning department an email stating that all changes have been made and meet their respective requirements. Feel free to contact me if you have questions regarding these comments. Thank you and we look forward to working with you and your associates on this project.

Sincerely,

Andy Rowe
Planner I, Lancaster County Planning Department

ecc: Lancaster County DRC members
Peter Tatge ESP Associates, PA
Matt Mandle ESP Associates, PA
Matt Reikins ESP Associates, PA

Exhibit 5

SIGN IN SHEET

Date: 12/16/14

Meeting Time: 9:30

DRC: Reserve at Barber Rock

Please list name and email address:

Name	E-Mail Address
Penelope B. Karagouni's	pKaragouni@lancastercountysc.net
Andy Rowe	arowe@lancastercountysc.net
Dan Hopkins	HopkinsDm@scdot.org
MATT MANDLE	MMANDLE@ESPASSOCIATES.COM
PETER TATGE	PTATGE@ESPASSOCIATES.COM
Mike Kissel	mkissel@bonterrabuilders.com
JAMES HAWTHORNE	JAMES.HAWTHORNE@LCWASD.ORG
Stephen Blackwelder	sblackwelder@lancastercountysc.org
MATT REIKINS	MREIKINS@ESPASSOCIATES.COM

Exhibit 5

Andy Rowe

From: Penelope Karagounis
Sent: Wednesday, January 14, 2015 10:44 AM
To: Andy Rowe
Subject: FW: street yard

Please put in both files the copy of this email for Barber Rock South and Preserve at Barber Rock.

Thank you,

Penelope

Penelope G. Karagounis
Lancaster County Planning Director
P.O. Box 1809
Lancaster, SC 29721
(803) 285-6005 –Main Line
(803) 285-6007 – Fax Number

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From: KENNETH C CAUTHEN
Sent: Tuesday, January 13, 2015 5:13 PM
To: 'Matt Mandle'
Cc: Penelope Karagounis; JUDY E BOONE; Jeffery D. Catoe; Amy Bowers; Dwight Witherspoon; STEPHEN C YEARGIN
Subject: street yard

Matt,
Talked to Penelope. The Zoning Ordinance for Lancaster County clearly states that street trees are to be planted no closer
than 8 ft. from the property line. Planning Commission Members are in favor of this along with the Public Works Director
and the Building Official. I emailed Sam Stalls and told him that Pulte could finish Sun City by planting trees between the
sidewalk and the curb. From now on trees planted elsewhere contrary to Section 12.9 d. will result in Certificate of Occupancies being held until lots are compliant with Section 12.9 d. If that doesn't work finals will have to wait until after the

court date for fines. As far as Bent Creek goes I never saw a copy of a cross section and Section 12.9 d. will apply.
Thanks,
Kenneth

Exhibit 5

ESP Associates, P.A.

Date: January 14, 2015

Project Name: The Preserve at Barber Rock

Project Number: BX10.400

To: Ms. Penelope Karagounis

Re: Response to DRC Comments dated December 22, 2014

On behalf of Bonterra Builders, LLC, please find the following responses to discussion items during the DRC Meeting on December 16, 2014:

Lancaster County Water & Sewer District: James Hawthorne

1. The 12" waterline that currently terminates near the entrance of the Estates at Audubon Lake on Barberville Rd. will need to be extended to the Reserve at Barber Rock entrance (approx. 2,500 ft.) for water service to this development. Water calculations will need to be submitted to LCWSD, showing what the development will require, compared to what LCWSD is requiring, to be eligible for LCWSD's Reimbursement Program. Reimbursement will be based on LCWSD Commissioner approval and available funds by LCWSD.

   Notes on both the Overall sheet and Sheet 1 have been updated to reflect waterline connection. Calculations to be provided during construction documentation phase.

2. LCWSD may require the forcemain leaving the site onto Barberville Rd. to be upsized to a 12" forcemain. The upsizing of the forcemain will also be eligible for LCWSD's Reimbursement Program, as described above.

   Forcemain size to be determined during construction documentation phase. A note stating such has been added to both the Overall sheet and Sheet 1.

3. LCWSD's participation in upsizing offsite infrastructure, in accordance to LCWSD's Capital Improvement Program, will require an agreement to be created between the developer and LCWSD prior to construction.

   Acknowledged. To be determined during construction documentation phase.

4. If an agreement for reimbursement is required for the offsite infrastructure, LCWSD will combine the previous reimbursement request for the Barber Rock Offsite Sewer line to "memorialize" within the agreement.

   Acknowledged. To be determined during construction documentation phase.

P.O. Box 7030 · Charlotte, NC 28211
1.800.900.7311 · NC 704.583.1949 fax 704.583.4950 · SC 803.802.2440 fax 803.802.2543
www.espassociates.com

5. A larger turn-around at the lift station site will need to be provided

   Agreed – a turn-around has been provided at the lift station – refer to Overall sheet and Sheet 3.

6. Proper drainage around the lift station will need to be accounted for (i.e., raising the lift station pad 6" or higher to prevent water "sheeting" across site)

   Acknowledged.

7. Blow-off on Juneberry Place not to be installed in pavement

   Agreed – the waterline on Juneberry Place has been relocated to the northwest side of the road so the blow off is not in the pavement.

8. Waterline alignment around the site's pocket park to be evaluated by LCWSD during plan review.

   Acknowledged.

9. ESP to confirm water/sewer utility crossing over Garden Gate Drive bridge.

   Acknowledged. To be determined during construction documentation phase.

10. LCWSD to provide necessary FH flow data from end of 12" waterline on Barberville Rd.

    Acknowledged. To be determined during construction documentation phase.

SCDOT: Daniel Hopkins

1. A left turn lane will be required, including;
   a. Full depth asphalt
   b. Mill ends to tie in to existing pavement
   c. Overlay entire width of road
   d. Thermoplastic striping
   e. A Bond for 1.5x the estimated construction cost of the road work.

   Acknowledged – a northbound left turn lane has been provided, see Overall sheet and Sheet 1.

2. Site distance on the plans in profile and plan view.

   Acknowledged. Added note #16 in General Notes section located on the "Overall" sheet of the Preliminary Plan indicating that site distance will be provided during construction documentation phase.

Lancaster County Building Department: Steve Yeargin

1. Two copies of plans plus one on cd in pdf format Turn around time approximately 5-10 business days.

   Acknowledged.

2. 2012 International Residential Code with SC modifications (see SC building Codes Council for modifications)

   Acknowledged.

3. Must have actual paved streets before permit issued. No dirt roads in front of house.

   Acknowledged.

4. Must have some type street signs in neighborhood. Not required to be the final signs but must be legible and durable to allow inspectors and more importantly emergency responders to find the correct streets.

   Acknowledged.

5. All work to be ready for inspection at 8:00 AM on day desired. No inspections after 1:30 Sorry we do not do appointments.

   Acknowledged.

6. Builders is to use our contractors portal (free) to schedule all inspections. He will also receive results by smart device or computer email. Call one business day ahead of actual needs no later than 3 pm. If after 3pm, will be schedules for the second business day.

   Acknowledged.

7. All contractors to have SC license. We don't accept NC licenses

   Acknowledged.

Lancaster County Fire Service: Stephen Blackwelder

1. Confirmed that although the roads are private the hydrants will be public and maintained by the LCWSD

   Confirmed. Please refer to note #5 in General Notes section located on the "Overall" sheet of the Preliminary Plan.

2. There is one mid-block hydrant proposed for this project. They have made provisions for the extra width pavement section as required.

   The mid-block hydrant has been removed. If one is proposed at a later stage, a mid-block hydrant will include extra pavement width as requested.

3. Hydrants- According to the Development Data- 5 hydrants are proposed for this subdivision. The proposed locations are adequate for fire protection.

   Acknowledged.

4. It was indicated that the project would not be built in phases but all at the same time. If phases does occur, they need to insure that each phase has adequate hydrant protection. It may be necessary to build a portion of the infrastructure of the next phase to get hydrants in place. At no point should any construction go vertical without a hydrant within 500 feet of the structure regardless of phasing.

   Added note #17 in General Notes section located on the "Overall" sheet of the Preliminary Plan addressing adequate fire hydrant coverage if project is phased.

5. I asked about the "temporary" cul-de-sac on Juneberry Place- temporary means it may be eliminated in the future if this development is connected to adjacent parcels at a future date. The cul-de-sac will be fully built to specs and paved as normal as a part of this project.
   a. Access during construction- Fire apparatus access roads need to be installed prior to vertical construction and maintained in a state of readiness throughout the project. No storage of materials or waste products, parking, etc. should block fire department access at any time.

   Cul-de-sac is sized to meet standard requirements; please refer to typical cul-de-sac detail on Sheet 1 for dimensions.

6. The County is currently not allowing any speed bumps, speed tables, or other similar traffic calming devices.

   Acknowledged.

7. Peter is to send me a pdf with truck turning data at the small radius turns in the pocket park on this project.

   Acknowledged.

Lancaster County Planning Department: Andy Rowe

1. CSOD6F9: A cluster subdivision shall include provisions for the protection of trees and other natural amenities within the area or areas of designated open space...Trees over twenty-four (24") in diameter shall be preserved and incorporated in designated open space where practicable, and upon the request of planning staff such trees within areas designated for trails and other such recreational improvements may also need to be shown and labeled: Has any trees over 24inch diameters been identified on the open space area?

   Tree preservation for trees over 24" in diameter within designated open space areas to be determined during construction documentation phase where practicable.

2. CSOD6J 1 & 3:
   1) Overall site design shall be harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships;

3) Where practicable, individual lots, buildings, structures, streets, parking areas, utilities and infrastructure should be designed and sited to be compatible with surrounding development patterns: Please provide typical building elevations for Reserve at Barber Rock.

A Conceptual Product Elevation exhibit has been provided as presented during Planning Commission workshop.

3. Does the proposed site layout accommodate and preserve any features of historic, cultural, archeological, or sensitive environmental value? Check list was indicated N/A. Has there been any study to suggest otherwise?

Acknowledged. Checklist has been updated to read "no." There are no features on site of historic, cultural, archeological, or sensitive environmental value as far as can be determined at this stage.

4. CSOD6D: Individual lots in a cluster subdivision shall vary in size and layout. No more than thirty-four percent (34%) of lots in a cluster subdivision shall have a single designated lot width: 61'x 125' lots as indicated on data section are 34.6%. Can you shift or alter the design to remove the extra .6%?

Percentages have been rounded to the nearest whole number in the "Development Data" section of the Overall sheet.

5. Please provide your minimum lot area in addition to minimum lot standards.

Smallest lot area has been provided in the R-15P CSOD Lot Standards section of the Overall sheet.

6. Please delete "Set Aside" and add "Proposed" in the Development Data (Total Open Space Section).

All references to Open Space have been updated to read "Proposed" instead of "Set Aside" where applicable.

7. Are there any buffer plans to use natural or planted buffers?

Planting plans, if required, shall be determined during construction documentation phase.

8. Please provide acreage of open space areas shown on the preliminary site plan.

Acreage of each individual open space area has been provided on all sheets.

9. Please correct zoning classification on preliminary site plan from R-30P CSOD, to R-15P CSOD.

Correction has been made to "Development Data" section of Overall sheet.

10. Would there be any way to include "soft surface trails" to provide for better pedestrian access to common open space areas.

Access to common open space areas has been provided but due to challenging topography and sign constraints, soft surface rails are not feasible.

11. CSOD6F6: Pedestrian shall have access to open space: Please ensure full access to all open space areas where topographic conditions do not preclude.

All lots abut common open space areas. In addition, access to common open space areas has been provided adjacent to lots 17, 45, 46, 52, 18, 22, 34, 33, 31, 30, and 23.