

**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

---

---

---

---

---

---

---

## **PLANNING STAFF REPORT**

---

### **I. Facts**

#### General Information

##### Proposal:

The Subdivision application of Bonterra Builders, LLC, for a proposed subdivision The Overlook at Barber Rock.

##### Property Location:

The property is located along the western edge of Barberville Road, approximately 1,500 feet north of the intersection of SC Highway 160 in Lancaster County, South Carolina.

##### Legal Description:

- Tax Map 6, Parcels 53.00, 53.01, 53.02

##### 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 three tracts totaling ±83.82 acres, which will consist of 125 traditional single-family lots. The residential density for this development is 1.48 DU/AC. Parcels 53.00, 53.01, 53.02 are all undeveloped lots.

#### Vicinity Data:

*Surrounding Conditions:* The properties to the north and west are zoned as R-15P, Moderate Density Residential/Agricultural Panhandle District, Several adjacent parcels to the south are zoned B-3, General Commercial District, and all parcels to the east are zoned R-15, Moderate Density Residential/Agricultural District.

#### Exhibits:

1. Subdivision Application
2. Development Agreement# 2014-1307
3. Location Map
4. Tax Inquiry Sheet
5. Traffic Impact Study Letters
6. Correspondence

### **II. Findings**

The applicant submitted the Preliminary Plan Application electronically to the following departments to review The Overlook 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 Overlook 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 Overlook 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: PENELOPE KARAGOUNIS/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?
- 1) 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 Barber Rock South.
  - 2) 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? Please check yes or no. Do not leave it

as N/A.

- 3) Please provide your minimum lot area in addition to minimum lot standards.
- 4) Please delete "Set Aside" and add "Proposed" in the Development Data (Total Open Space Section).
- 5) Are there any buffer plans to use natural or planted buffers?
- 6) Please provide acreage of open space areas shown on the preliminary site plan.
- 7) Would there be anyway to include "soft surface trails" to provide for better pedestrian access to common open space areas. Please label on the preliminary plan the pedestrian access to common open space.
- 8) CSOD6F1: Structures, swimming pools, and athletic facilities shall not count as open space. Please separate the acreage for the amenity site and label on the plan.
- 9) CSOD6F6: Pedestrian shall have access to open space: Please ensure full access to all open space areas where topographic conditions do not preclude.
- 10) The adjacent parcel Tax Map 6, Parcel 57 is now zoned B-3, General Commercial District. Please revise the zoning data for that parcel.
- 11) Engineer will provide a chart with a street name classification of roads.
- 12) All roads in this development will be private.
- 13) Andrew Eagle from Ramey Kemp conducted the traffic impact analysis. Our third party reviewer was Gaye Sprague from Sprague and Sprague Consulting Engineers from Greenville, SC. SCDOT and the TIA identify the requirement of a left turn lane at Site Drive 2. "The left turn lane may be minimal (150' storage/150 taper) since the development's turn volumes are not what is warranting this turn lane" (May 30, 2014 John M. McCarter SCDOT Letter).
- 14) Need to let SCDOT know that the applicant is not providing Site Drive 1. Does this cause a need to place a deceleration lane to Site Drive 2 into the development? We will need some clarification from SCDOT.
- 15) No speed bumps in the neighborhood according to Jeff Catoe, Public Works Director.
- 16) Provide an undisturbed buffer along lot 88.
- 17) Table is needed on front page of preliminary plan
- 18) Clarify the Lot # on preliminary plan and Cluster Subdivision Overlay District checklist. Please send a revised Cluster Subdivision Overlay District checklist.
- 19) Please confirm with Trish Hinson, 911 Addressing Coordinator all street names with Barber Rock South. There have been discussions with Trish Hinson about changing the subdivision name due to emergency reasons. I will need a list of all approved street

**SCDOT: DANIEL HOPKINS** (see exhibit 5):

- 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.

A third party Traffic Impact Study Review was conducted by Sprague & Sprague that found the following:

- We recommend a left turn lane on Barberville Road only at Site Drive 2 Because (see exhibit 5):
  - The Plots are just over the five percent line
  - The peak hours lefts into Site Drive 1 are projected not to exceed three percent of advancing traffic
  - All lots in the subdivision will have access to Site Drive 2 and the left turn lane there
  - The subdivision only has 125 lots
- Summary- A left turn lane should be provided on Barberville Road at site Drive 2.

**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
- HYDRANT AT THE CUL-DE-SAC OF VINTAGE AVENUE WILL BE RELOCATED NEAR LOT 65 AND THE BLOW OFF WILL BE AT THE END OF THE LINE
- IT WAS INDICATED THAT THE PROJECT WILL BE BUILT IN PHASES BUT NO DETERMINATION OF THE EXACT PHASING HAS BEEN COMPLETED. REGARDLESS OF PHASING, 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 ADEQUATE FIRE PROTECTION COVERAGE. AT NO POINT SHOULD ANY CONSTRUCTION GO VERTICAL WITHOUT A HYDRANT WITHIN 500 FEET OF THE STRUCTURE REGARDLESS OF PHASING.

- 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.
- THE APPLICANT IS NEGOTIATING THE PROJECT NAME WITH TRISH HINSON. SHE DOES NOT BELIEVE BARBER ROCK SOUTH, BARBER ROCK AND RETREAT AT BARBER ROCK ARE GOOD FOR EMERGENCY SERVICE RESPONSE. I CONCUR WITH HER THAT THERE COULD BE CONFUSION IN EMERGENCY RESPONSE WITH THESE SIMILAR NAMES.

**LANCASTER COUNTY WATER & SEWER DISTRICT: JAMES HAWTHORNE**

- ENGINEER TO ADDRESS LCWSD'S CONCERNS ABOUT ACCESSIBILITY TO SEWER LINES BEHIND LOTS WITH STEEP GRADE. LCWSD'S DEVELOPER POLICY CHANGES WILL REQUIRE SEWER EASEMENTS TO BE NO STEEPER THAN 4:1
- ENGINEER TO ADDRESS LCWSD'S CONCERNS ABOUT ACCESSIBILITY TO SEWER LINES NEAR BARBERVILLE RD. AROUND LOTS 1, 19, 20, 21, AND POTENTIAL STORM WATER POND.
- WATERLINES WITHIN SUBDIVISION THAT END AT CUL-DE-SACS TO TERMINATE WITH 2 ½" PVC (200PSI) PIPE AND 2" BLOW-OFF. FIRE HYDRANTS TO BE SHIFTED BACK OUT OF CUL-DE-SACS.
- WATERLINE CROSS TO BE SHOWN AT HARBOR BAY DRIVE AND KINGSWOOD DRIVE.
- LCWSD TO PROVIDE NECESSARY FH FLOW DATA FROM 12" WATERLINE ON BARBERVILLE RD. (WHEN REQUESTED)
- LCWSD CAN PROVIDE AS-BUILT INFORMATION FOR SEWER LINE FROM ROSEMONT OFFSITE 18" SEWER LINE (IF REQUIRED)
- OFFSITE WATERLINE REQUIREMENTS FOR THE RESERVE AT BARBER ROCK WILL NEED TO ACCOUNT FOR THE BARBER ROCK SOUTH DEVELOPMENT IN THE 12" WATERLINE, WHEN PROVIDING WATERLINE CALCULATIONS FOR THE RESERVE AT BARBER ROCK (SHOULD BE LISTED IN THE RESERVE AT BARBER ROCK DRC NOTES AS WELL)

**LANCASTER COUNTY ZONING DEPARTMENT: KENNETH CAUTHEN**

- 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. Have had NO problems where the trees are planted in the owner's yard. We can begin holding CO until everyone complies. Never should have allowed Pulte and others to plant trees in problem areas.

**LANCASTER COUNTY BUILDING DEPARTMENT: STEVE YEARGIN**

EMAIL FROM STEVE YEARGIN (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

**III. Conclusions:**

The Overlook at Barber Rock subdivision Preliminary Plans have been reviewed and they have received comments from all departments. Based on the compiled comments received, there must be several revisions made to the preliminary plan. We are currently waiting on ESP Associates and Bonterra Builders, LLC, for the revision of The Overlook at Barber Rock Preliminary Plans, as well as replies addressing departmental comments.

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.

On January 13, 2015 Vic Edwards, Ron Pappas, Charles Deese, Andy Rowe, and Penelope Karagounis met to discuss right-hand deceleration lanes. Vic Edwards with SCDOT explained that deceleration should be discouraged due to sight distances and obstructed views. Vic Edwards stated a better option for a right turn lane would be to implement an offset-right turn lane. This lane would allow a better sight distance and provide little to no obstructed view of traffic. In addition, Vic Edwards suggested that 40ft. radii on the entrance road would help traffic to slow, and provide a safe effective method to enter/exit the subdivision. Vic Edwards also suggested the removal of medians entering and exiting the subdivision. If the median were removed, it would allow better access for EMS and better traffic flow. As a suggestion, Vic Edwards stated the aesthetic monuments that were placed normally in the median could be easily moved to the sides of the road away from entering/exiting traffic. This would allow the developer to still have the aesthetics of a monument structure and also allow traffic to have clear views.

#### **IV. Recommendation:**

It is therefore the recommendation from the Planning Department that the subdivision application for the Bonterra Builders, LLC (The Overlook at Barber Rock) subdivision be **approved** contingent upon all comments being addressed from the local agencies and Bonterra Builders, LLC. In addition, Planning Department would recommend that Bonterra Builders, LLC be required to install a 40ft radii on the entrance/exit road for traffic calming as well as for better access for EMS.



# LANCASTER COUNTY

*South Carolina*

**FILE COPY**

Exhibit 1

## BARBER ROCK SOUTH

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  $[300+(10*124)]=\$1,540$

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

- 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)

Exhibit 1

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

- Steve Yeargin, Interim Building Official - [syeargin@lancastrcountysc.net](mailto:syeargin@lancastrcountysc.net) (803) 285-1969
- Kenneth Cauthen, Zoning - [kcauthen@lancastrcountysc.net](mailto:kcauthen@lancastrcountysc.net) Paper Copy (803) 416-9777
- Clay Catoe, EMS - [ccatoe@lancastrcountysc.net](mailto:ccatoe@lancastrcountysc.net) (803) 283-4134
- Keith Tunnell, LCEDC - [keith.Tunnell@lancastrscworks.com](mailto:keith.Tunnell@lancastrscworks.com) (803) 285-9471
- Seth Rodgers, LCNGA - [sethroddgers@comporium.net](mailto:sethroddgers@comporium.net) (803) 285-2045
- James Hawthorne, LCWSD - [james.hawthorne@lcwasd.org](mailto:james.hawthorne@lcwasd.org) (803) 285-6919
- Jeff Catoe, Public Works - [jcatoe@lancastrcountysc.net](mailto:jcatoe@lancastrcountysc.net) Paper Copy (803) 283-2101
- Hal Hiott, Recreation - [hhiott@lancastrcountysc.net](mailto:hhiott@lancastrcountysc.net) (803) 285-5545
- Gene Moore, School District - [Gene.Moore@lcsdmail.net](mailto:Gene.Moore@lcsdmail.net) (803) 286-6972
- David Small, School District - [David.Small@lcsdmail.net](mailto:David.Small@lcsdmail.net) (803) 286-6972
- Bryan Vaughn, School District - [Bryan.Vaughn@lcsdmail.net](mailto:Bryan.Vaughn@lcsdmail.net) (803) 286-6972
- Barry Faile, Sheriff - [bfaile@lancastrcountysc.net](mailto:bfaile@lancastrcountysc.net) (803) 283-3388
- Trish Hinson, E-911 Addressing - [phinson@lanc911.com](mailto:phinson@lanc911.com) \*Paper (803) 416-9325
- DHEC - Erosion Control [www.scdhec.com](http://www.scdhec.com) (803) 898-3432
- John McKay - SCDOT - [McKayJD@dot.state.sc.us](mailto:McKayJD@dot.state.sc.us) (803) 283-3397
- Wayne Joyner - SCDOT - [JoynerJW@dot.state.sc.us](mailto:JoynerJW@dot.state.sc.us) (803) 283-3397 Projects South of Highway 75
- Daniel Hopkins - SCDOT - [HopkinsDM@scdot.org](mailto:HopkinsDM@scdot.org) (803) 327-6186 Projects North of Highway 75
- Mike Bagley - SCDOT - [BagletMR@dot.state.sc.us](mailto:BagletMR@dot.state.sc.us) (803) 327-6186 Projects North of Highway 75
- Stephen Blackwelder - Fire Marshal - [sblackwelder@lancastrcountysc.net](mailto:sblackwelder@lancastrcountysc.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-015-003 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: Barber Rock South

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: 0006-00-053.00, 0006-00-053.01, & 0006-00-053.02

Area in Acres: 83.820 Acres

Number of Lots: 124 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. 2014-1280 and 2014-1307)

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

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**

Exhibit 1

**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	<input checked="" type="checkbox"/>	___
Graphic scale, north arrow and date	<input checked="" type="checkbox"/>	___
Total acreage of land to be subdivided	<input checked="" type="checkbox"/>	___
Boundaries of tract to be subdivided with all bearings & distances indicated	<input checked="" type="checkbox"/>	___
Existing and proposed use of all lots	<input checked="" type="checkbox"/>	___
Fifteen (15) digital copies of the preliminary plan and Six (6) hard copies (see contact list)	<input checked="" type="checkbox"/>	___

**2- Existing Conditions:**

Zoning classification of proposed subdivision and adjacent areas	<input checked="" type="checkbox"/>	___
Deed record names of adjoining property owners	<input checked="" type="checkbox"/>	___
Location of streams, lakes, and land subject to 100 year flood	<input checked="" type="checkbox"/>	___
Location of adjoining property lines	<input checked="" type="checkbox"/>	___
Location of existing buildings on the site	<input checked="" type="checkbox"/>	___
Location of right-of-ways for existing roads, railroads, and utility lines on or adjacent to the site	<input checked="" type="checkbox"/>	___
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	<input checked="" type="checkbox"/>	___
Acreage of each drainage area affecting the proposed subdivision	<input checked="" type="checkbox"/>	___
Topography at intervals of not more than ten (10) feet (Topography may be included on a separate map)	<input checked="" type="checkbox"/>	___
Location of city & county boundary lines (if applicable)	<input checked="" type="checkbox"/>	___
Location of all central water and sewer lines within 1000 feet of the site	<input checked="" type="checkbox"/>	___

**3- Proposed Conditions:**

Proposed road layout (road right-of-ways) and public crosswalk locations	<input checked="" type="checkbox"/>	___
Proposed road names	<input checked="" type="checkbox"/>	___
Road cross-sections	<input checked="" type="checkbox"/>	___
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	<input checked="" type="checkbox"/>	___
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	<input checked="" type="checkbox"/>	___
Proposed major contour changes in areas where substantial cut and/or fill is to be done	n/a	___
Number of proposed lots	<input checked="" type="checkbox"/>	___
Total length of proposed roads	<input checked="" type="checkbox"/>	___
Traffic Impact Analysis – Refer to SCDOT ARMS Manual	<input checked="" type="checkbox"/>	___

Preliminary copy provided to Lancaster County in May, 2014.

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



# LANCASTER COUNTY South Carolina

Exhibit 1

## 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)*

**General Information:** The Overlook at Barber Rock

YES	NO
-----	----

1. Name of Applicant: Bonterra Builders, LLC

2. Application Number: \_\_\_\_\_

3. Property Address: Near the northwest corner of the intersection of Fort Mill Highway (Hwy 160) and Barberville Road

4. Total acreage: 83.820 Acres

5. Are there restricted covenants or deed restriction?  
Attach a copy for records. 

	<input checked="" type="checkbox"/>
--	-------------------------------------

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. 2014-1280 and 2014-1307

<input checked="" type="checkbox"/>	

**Minimum Acreage:**

1. Does the property have at least thirty (30) gross acres? 

<input checked="" type="checkbox"/>	
-------------------------------------	--

2. Does the property consist of contiguous parcels? 

<input checked="" type="checkbox"/>	
-------------------------------------	--

3. Does the property adjoin or have direct access to at least one collector street? 

<input checked="" type="checkbox"/>	
-------------------------------------	--

**Minimum Lot Area:**

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

<input checked="" type="checkbox"/>	
-------------------------------------	--

RECEIVED  
1-15-15

2. Do proposed lot areas increase with lot width?

<input checked="" type="checkbox"/>	
-------------------------------------	--

**Minimum lot width:**

1. Are both central water and sewer services available and adequate?

<input checked="" type="checkbox"/>	
-------------------------------------	--

2. Are proposed lot widths fifty feet (50') or greater?

<input checked="" type="checkbox"/>	
-------------------------------------	--

**Variety of lot sizes:**

1. Do proposed lots vary in size and layout?

<input checked="" type="checkbox"/>	
-------------------------------------	--

2. Is there at least ten feet (10') of separation between any two proposed lot widths?

<input checked="" type="checkbox"/>	
-------------------------------------	--

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.

<input checked="" type="checkbox"/>	
-------------------------------------	--

Lot Width	Quantity	Percentage of Total Lots
61'	42	33.6%
71'	41	32.8%
81'	42	33.6%
<b>Total Lots Proposed:</b>	<b>125</b>	

**Setbacks:**

1. Are front yard setbacks twenty feet (20') or greater?

Note: Refer to Chapter 5 of the UDO for corner lots.

<input checked="" type="checkbox"/>	
-------------------------------------	--

2. Are rear yard setbacks thirty feet (30') or greater?

<input checked="" type="checkbox"/>	
-------------------------------------	--

3. Are side yard setbacks seven feet (7') or greater? If no, are side yard setbacks between five feet (5') and seven feet (7')?

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-------------------------------------	-------------------------------------

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.

<input checked="" type="checkbox"/>	
-------------------------------------	--

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.

<input checked="" type="checkbox"/>	
-------------------------------------	--

c. Are windows of dwelling units offset from windows of adjacent units?

<input checked="" type="checkbox"/>	
-------------------------------------	--

**Open Space**

1. Is open space clearly labeled?

<input checked="" type="checkbox"/>	
-------------------------------------	--

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

$$TO = ((TP - PC) \cdot OSP) + PC$$

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)

$$TO = ((83.82 - 11.46) \cdot .25) + 11.46$$

$$TO = 29.55 \text{ acres of Total Open Space Set Aside}$$

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.

<input checked="" type="checkbox"/>	
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.

<input checked="" type="checkbox"/>	
-------------------------------------	--

2. Use the following formula to determine the total number of dwelling units allowed. Note: Refer to Section 2.1.5.6(1) 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 =  $(83.82) (1.5)$
- TU = 125 Total Lots or Dwelling Units Allowed

**Connectivity:**

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 # 2014-1307, 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"

	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	

Per the Development Agreement, Ordinance # 2014-1307, 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."

<input checked="" type="checkbox"/>	
-------------------------------------	--

**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?

<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	

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?
- 11. Does proposed landscaping meet the requirements of Chapter 12 and Chapter 22 of the UDO?
  - 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?
  - 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?
  - 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?

	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	
To be determined during construction document phase	
<input checked="" type="checkbox"/>	
To be determined during construction document phase	
<input checked="" type="checkbox"/>	
To be determined during construction document phase	
<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>

**Planning Office Use Only:**

Date Received:

Received By:

Fee Paid:

Date of Meeting Scheduled:

Notes:

Cluster Subdivision Overlay District Review Checklist

Last updated 01/15/2014

Page 5 of 5



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 10<sup>th</sup> 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

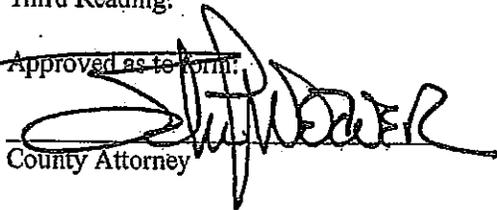
Council Public Hearing:

November 10, 2014

Third Reading:

November 10, 2014

~~Approved as to form:~~

  
County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Ordinance No. 2014-1307

Page 3 of 4

As Recommended for Approval by the Development Agreement Committee – 3rd Reading Consideration

Exhibit 2

Exhibit A to Ordinance No. 2014-1307

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

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

FOR THIRD READING CONSIDERATION  
November 10, 2014

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

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF LANCASTER                )        DEVELOPMENT AGREEMENT  
  )  
  )        BARBER ROCK SOUTH

This DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 10<sup>th</sup> 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 Eighty Three and 82/100 (83.82) acres, more or less, located along Barberville Road and known as the Barber Rock South development.

WHEREAS, Developer has submitted an application to the County requesting that the area comprising the Barber Rock South 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. 2014-1280" means Ordinance No. 2014-1280 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. 2014-1307" means Ordinance No. 2014-1307 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 Barber Rock South 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. 2014-1280.

**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. 2014-1307 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. 2014-1307 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. 2014-1280, 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. 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 Sixty-Two Thousand Five Hundred and No/100 dollars (\$62,500.00) the earlier of either October 1, 2015 or the closing on the sale of any portion of the Barber Rock South 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 One Hundred Twenty-Five Thousand and No/100 dollars (\$125,000.00) on the earlier of either October 1, 2015 or the closing on the sale of any portion of the Barber Rock South 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 4.01C. Carolina Thread Trail.** (A) Developer agrees to donate to County an easement along Clem's Branch and Sugar Creek that are on the Property (the "Easement"). The Easement shall be one hundred feet (100') wide, with the exception of portions of the Easement that are adjacent to the wetlands, water quality and detention ponds, and grading obstacles, which areas are allowed to be not less than fifty feet (50') wide. The portion of the Easement that is less than one hundred feet (100') wide cannot exceed thirty-eight (38%) of the total Easement length. The Easement shall be used only for the purpose of a public trail that is part of the Carolina Thread Trail. The instrument granting the Easement shall include appropriate restrictions on the use of the Easement to ensure that it will be used for Carolina Thread Trail purposes.

(B) Developer approves the use of the area of the Easement adjacent to S.C. 160 for use as a parking area for persons using the Carolina Thread Trail. It is the intentions of the parties for the parking area to accommodate not less than ten (10) vehicles. Access to the parking area shall be from S.C. 160. Developer agrees to work with County staff to accommodate the County's needs as it relates to the size and shape of the Easement in the parking area and as it relates to the final design of the parking area. Developer is not responsible for the design and construction of the parking area.

(C) Developer shall submit a survey of the Easement to the County Administrator for approval prior to the granting and recording of the Easement. The approval of the County Administrator shall not be unreasonably withheld. The survey of the Easement is deemed approved unless a written objection is made by the County Administrator within thirty (30) days of submission of the survey. Developer is responsible for the costs and expenses of granting the Easement.

(D) The conveyance to the County of the Easement shall occur not later than the date the Developer submits its first application to the Planning Department for final plat approval for any portion of the Barber Rock South development.

**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) 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 (6<sup>th</sup>) 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, June 1, 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.





Exhibit A  
Property Description

Tax Map Nos. 0006-00-053.00, 0006-00-053.01 and 0006-00-053.02:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING IN INDIAN LAND TOWNSHIP, LANCASTER COUNTY, SOUTH CAROLINA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NGS MONUMENT "MIKI" HAVING SC GRID COORDINATES (NAD83/2011) NORTHING 1,134,412.86 EASTING 2,039,236.75, HAVING A COMBINED FACTOR OF 1.00002514, NORTH 19°42'07" WEST 22,752.30 FEET GROUND DISTANCE AND 22,752.87 FEET GRID DISTANCE TO A FOUND #5 REBAR ON THE COMMON LINE OF ROBIN CANADY ROBERSON AS RECORDED IN DEED BOOK D14 PAGE 304 AND PLAT BOOK 96 PAGE 4 OF THE LANCASTER COUNTY REGISTER OF DEEDS AND OTIS P ROBERSON AS RECORDED IN DEED BOOK 190 PAGE 129, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY OF STATE ROAD S-29-42, KNOW AS BARBERVILLE ROAD,; THENCE WITH THE AFOREMENTIONED LINE SOUTH 82°6'31" EAST A DISTANCE OF 33.07 FEET TO THE CENTERLINE OF STATE ROAD S-29-42 AND BEING THE POINT OF BEGINNING; THENCE WITH THE AFOREMENTIONED CENTERLINE SOUTH 4°7'49" WEST A DISTANCE OF 550.74 FEET TO THE COMMON CORNER OF CATHERINE D BRADFORD AS RECORDED IN DEED BOOK 92 PAGE 63 OF THE LANCASTER COUNTY REGISTER OF DEEDS AND OTIS P. ROBERSON JR. AND MARY HARDIN AS RECORDED IN DEED BOOK G6 PAGE 56 AND PLAT #7668 OF THE LANCASTER COUNTY REGISTER OF DEEDS; THENCE RUNNING WITH THE COMMON LINE OF CATHERINE D BRADFORD NORTH 82°0'9" WEST PASSING A #5 REBAR AT 33.01 FEET, FOR A TOTAL DISTANCE OF 636.18 FEET TO A ¾" IRON PIPE, SAID PIPE ALSO BEING ON THE COMMON LINE OF CATHERINE D BRADFORD; THENCE WITH AFOREMENTIONED LINE SOUTH 3°4'27" WEST A DISTANCE OF 393.38 FEET TO A #5 REBAR, SAID #5 REBAR ALSO BEING THE NORTHWEST PROPERTY CORNER OF LEWIS J & MERDRETH PLYER AS RECORDED IN DEED BOOK V005 PAGE 351 OF THE LANCASTER COUNTY REGISTER OF DEEDS; THENCE RUNNING WITH THE COMMON LINE OF THE LEWIS J & MERDRETH PLYER, SOUTH 7°10'3" EAST PASSING A 1" IRON PIPE AT 279.95 FEET, FOR A TOTAL DISTANCE OF 390.21 FEET TO AN ANGLE IRON, SAID ANGLE IRON ALSO BEING THE COMMON CORNER OF LEWIS J. AND MEDRETH PLYER AND DENNIS G. PISTOLIS AND SOTIRIOS MANKEKAS AS RECORDED IN DEED BOOK 397 PAGE 342, DEED BOOK T12 PAGE 100, PLAT BOOK 7 PAGE 60 AND PLAT BOOK 2007 PAGE 399 OF THE LANCASTER COUNTY REGISTER OF DEEDS; THENCE WITH THE NEXT 5 CALLS; (1) SOUTH 88°33'40" WEST A DISTANCE OF 17.69 FEET; (2) NORTH 61°4'37" WEST A DISTANCE OF 45.00 FEET; (3) NORTH 77°29'37" WEST A DISTANCE OF 198.00 FEET; (4) NORTH 65°49'37" WEST A DISTANCE OF 112.00 FEET; (5) NORTH 53°9'37"

125.94 FEET; (20) THENCE NORTH 59°12'27" EAST A DISTANCE OF 123.94 FEET; (21) THENCE NORTH 49°21'23" EAST A DISTANCE OF 122.62 FEET; (22) THENCE NORTH 46°11'45" EAST A DISTANCE OF 75.67 FEET; (23) THENCE NORTH 42°53'16" EAST A DISTANCE OF 57.37 FEET; (24) THENCE NORTH 48°31'51" EAST A DISTANCE OF 188.76 FEET; (25) THENCE NORTH 38°3'55" EAST A DISTANCE OF 132.04 FEET; (26) THENCE NORTH 49°20'22" EAST A DISTANCE OF 148.45 FEET; (27) THENCE NORTH 55°37'38" EAST A DISTANCE OF 103.94 FEET; (28) THENCE NORTH 43°40'59" EAST A DISTANCE OF 93.64 FEET; (29) THENCE NORTH 14°50'7" EAST A DISTANCE OF 21.01 FEET; (30) THENCE NORTH 25°40'33" WEST A DISTANCE OF 71.73 FEET; (31) THENCE NORTH 10°7'50" EAST A DISTANCE OF 47.57 FEET; (32) THENCE NORTH 82°45'33" EAST A DISTANCE OF 39.09 FEET; (33) THENCE SOUTH 73°30'21" EAST A DISTANCE OF 52.43 FEET; (34) THENCE SOUTH 53°9'57" EAST A DISTANCE OF 48.03 FEET; (35) THENCE SOUTH 37°57'20" EAST A DISTANCE OF 45.07 FEET; (36) THENCE SOUTH 2°51'3" EAST A DISTANCE OF 53.65 FEET; (37) THENCE SOUTH 13°28'10" WEST A DISTANCE OF 22.49 FEET; (38) THENCE SOUTH 36°1'45" WEST A DISTANCE OF 60.84 FEET; (39) THENCE SOUTH 14°37'5" WEST A DISTANCE OF 22.31 FEET; (40) THENCE SOUTH 21°2'18" EAST A DISTANCE OF 40.38 FEET; (41) THENCE SOUTH 20°57'7" EAST A DISTANCE OF 38.17 FEET; (42) THENCE SOUTH 57°49'7" EAST A DISTANCE OF 78.64 FEET; (43) THENCE SOUTH 44°41'43" EAST A DISTANCE OF 140.44 FEET; (44) THENCE NORTH 89°3'40" EAST A DISTANCE OF 57.39 FEET; (45) THENCE NORTH 57°9'54" EAST A DISTANCE OF 94.13 FEET; (46) THENCE SOUTH 85°37'32" EAST A DISTANCE OF 30.58 FEET; (47) THENCE SOUTH 48°52'28" EAST A DISTANCE OF 47.08 FEET; (48) THENCE SOUTH 83°50'38" EAST A DISTANCE OF 94.09 FEET; (49) THENCE SOUTH 28°0'21" EAST A DISTANCE OF 63.78 FEET; (50) THENCE SOUTH 82°40'40" EAST A DISTANCE OF 29.75 FEET; (51) THENCE NORTH 67°12'3" EAST A DISTANCE OF 32.42 FEET; (52) THENCE NORTH 61°22'32" EAST A DISTANCE OF 17.56 FEET; (53) THENCE NORTH 49°38'40" EAST A DISTANCE OF 45.30 FEET; (54) THENCE SOUTH 72°42'21" EAST A DISTANCE OF 71.79 FEET; (55) THENCE SOUTH 72°3'18" EAST A DISTANCE OF 46.78 FEET; (56) THENCE SOUTH 76°19'18" EAST A DISTANCE OF 46.11 FEET; (57) THENCE SOUTH 86°34'36" EAST A DISTANCE OF 23.14 FEET; (58) THENCE NORTH 84°52'23" EAST A DISTANCE OF 35.99 FEET TO THE CENTERLINE OF AFOREMENTIONED BARBERVILLE ROAD; THENCE WITH THE CENTERLINE SOUTH 1°16'37" WEST A DISTANCE OF 399.98 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5728.87 FEET, AND WHOSE LONG CHORD BEARS SOUTH 2°48'36" WEST A DISTANCE OF 268.28 FEET; THENCE CONTINUING WITH THE CENTERLINE OF BARBERVILLE ROAD SOUTH 4°7'49" WEST A DISTANCE OF 182.62 FEET TO THE POINT OF BEGINNING.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**Exhibit D**  
**Required Information**

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, 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 are Otis P. Roberson et al (Tax Map No. 0006-00-053.00), Otis P. Roberson, Jr. and Mary Hardin (Tax Map No. 0006-00-053.01) and Robin Roberson Canady (Tax Map No. 0006-00-053.02).

(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).*

Exhibit 2

For Third Reading Consideration – November 10, 2014  
Development Agreement – Barber Rock South  
Lancaster County – Bonterra Builders, LLC  
Page 25 of 26

---

*(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.*

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

1. Ordinance No. 2014-1280 zoning the Property R-15P, Moderate Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.
2. Ordinance No. 2014-1307, 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

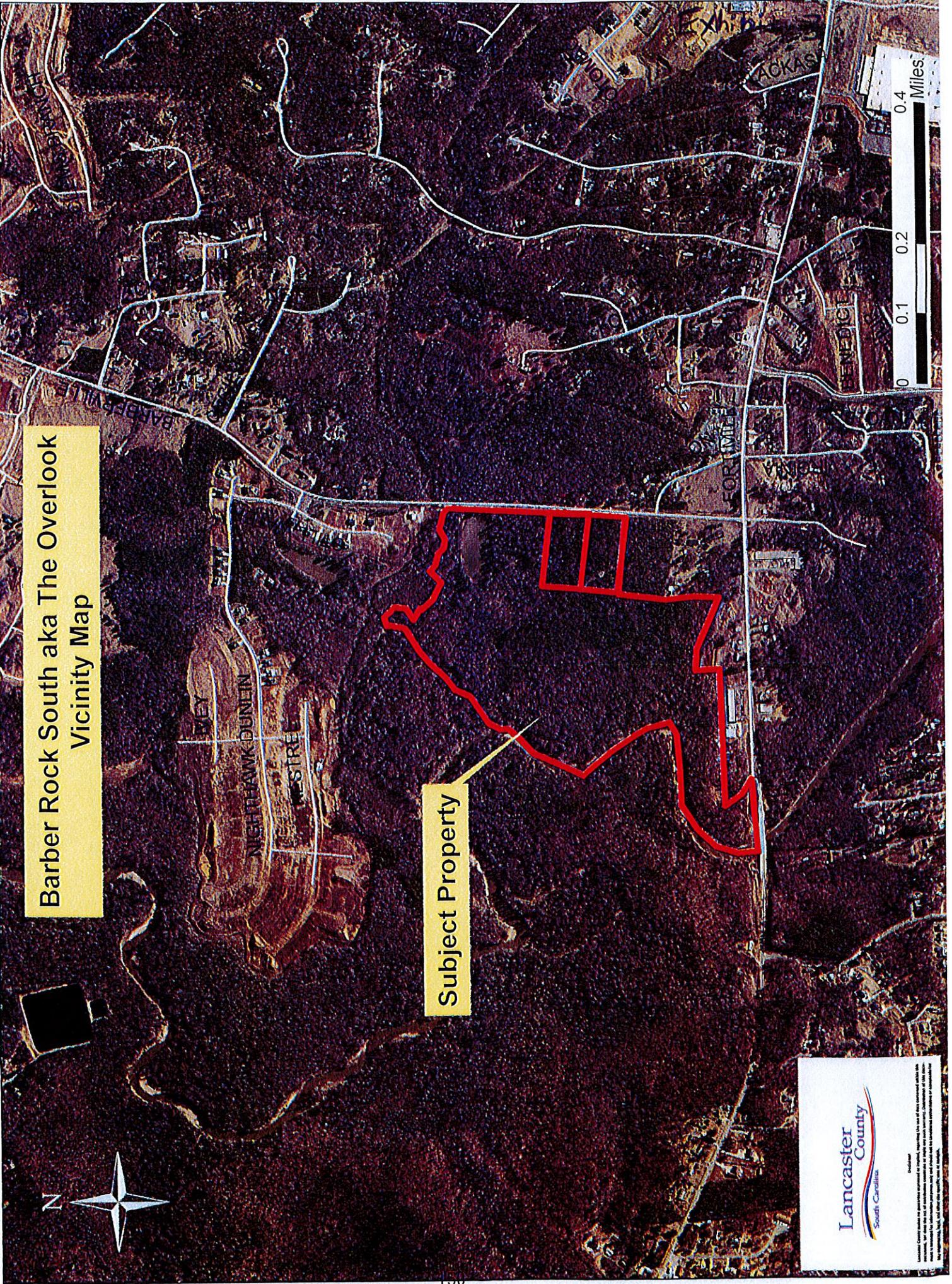
Barber Rock South aka The Overlook  
Vicinity Map

Subject Property



**Lancaster County**  
South Carolina

For more information on the services provided by Lancaster County, please visit our website at [www.lancastercountysc.com](http://www.lancastercountysc.com). We are committed to providing the highest quality services to our residents. All services are provided by the County and are not subject to the same rules and regulations as those provided by private contractors or consultants.



Indexed By: Parcel ID

Card #:

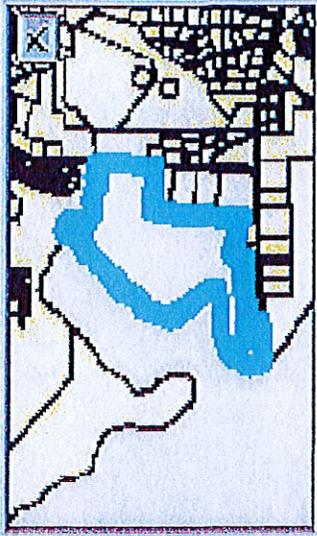
**Parcel ID:** 0006-00-053.00

Account: 535  
 Sticker #:   
 Location: 9923 BARBERVILLE RD Indian Land  
 Land Use: QUUSE - Qualg  
 Owner #1: CANADY, ROBIN R  
 Card: 1/1  
 District: 01 - County  
 Ext. Parcel Area: 69.597 - AC  
 Neigh: 01 - 01  
 Own Type:

Market Adj Value	Current	Year 2013	Legal Description
Calc. Land Area:	69.590	69.590	
Full Market Value:	1,672,904	1,672,904	
Full Land Value:	1,586,704	1,586,704	
Building Value:	85,400	85,400	
Yard Items:	800	800	
Land Value:	111,880	111,880	
Total Value:	198,080	198,080	
Assessed Value:	11,727	11,727	
Capped Total:	198,080	198,080	Reval / Market 01

**Sales Information**  
 Grantor: ROBERSON CALLIE  
 Sale Price: 1  
 Validity: 90  
 Sale Date: 3/10/2003  
 Sold/Vacant: No  
 Legal Ref: 01 90-01 29

Office Notes
  Notes



Add Mod Del Save Record Card Screen Indexed By Parcel ID Card #

Parcel ID: 0006-00-053.00 Card: 1 of 1 Location: 9923 BARBERVILLE RD Indian Cost - \$198,080

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

Title	Last Name	First Name	Res ex	% Own	Type
#1:	CANADY	ROBIN R	<input type="checkbox"/>		
#2:	ROBERSON	OTIS P JR	<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1: 5120 DUNES CT Home Phone:   
 Street #2:  Cell Phone:   
 City/Town: CHARLOTTE Work Phone:   
 Province/State: NC Postal: 28226 Email:

Country:  Account Type:  Separate Bill:   
 D.O.B.: MM/DD/YYYY  Legal Reference:  Valid Owner:   
 Owner Occupied:  Sale Date: 3/10/2003 Owner Lookup Number: 80117 Private Info:

Exhibit 4

Sales Exemptions Other Parties  
 Open 1/2/2015 2:37 PM Display Main Record Card Screen 535 QuickList

Add Mod Del Save Cancel  
 Indexed By Parcel ID

Parcel ID: 0006-00-053.01  
 Account: 536  
 Sticker #:   
 Location: 9899 BARBERVILLE RD Indian Land  
 Land Use: QR - QualRes  
 Owner #1: ROBERSON, OTIS P JR

Card: 1/1  
 District: 01 - County  
 Ent. Parcel Area: 4.021 - AC  
 Neigh: 01 - 01  
 Own Type:   
 M

Market Adj Value      Current      Year 2013      Legal Description  
 Calc. Land Area:      4.020      4.020  
 Full Market Value:      124,600      124,600

Building Value:      45,300  
 Yard Items:      4,000  
 Land Value:      75,300  
 Total Value:      124,600  
 Assessed Value:      4,984  
 Capped Total:      124,600

Reval / Market      01  
**Narrative Description**  
 This parcel contains 4.021 AC of land mainly classified as QualRes with a Sing Fam Dw Building built about 1953, having primarily Wood Siding Exterior and 1155 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

**Sales Information**  
 Grantor:      Validity:  
 Sale Price: 5  
 Sale Date: 3/3/1986      Sold Vacant: No  
 Legal Ref: G006-5600

Office Notes     Notes  
 Open    1/2/2015    2:37 PM    536    QuickList

Add Mod Del Save Cancel  
 Indexed By  Parcel ID  Card #

Parcel ID: 0006-00-053.01 Card: 1 of 1 Location: 9899 BARBERVILLE RD Indian Cost - \$124,600

Current Owner | Prior Owner | ID/Factors/Taxes

Title	Last Name	First Name	Res ex	% Dwn	Type
#1:	ROBERSON	OTIS P JR	<input type="checkbox"/>		
#2:	ROBERSON	MARY HARDIN	<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1: 9899 BARBERVILLE RD Home Phone:   
 Street #2:  Cell Phone:   
 City/Town: INDIAN LAND Work Phone:   
 Province/State: SC Postal: 29707-0000 Email:

Separate Bill:   
 Valid Owner:   
 Private Info:   
 Owner Occupied:  Owner Lookup Number: 80103

Sales | Exemptions | More Owners | Other Parties  
 Open | 1/2/2015 | 2:38 PM | Ownership Information | 536 | QuickList

Add Mod Del Save Cancel  
 Indexed By Parcel ID Card #

Parcel ID: 0006-00-053.02 Card: 1 of 1 Location: BARBERVILLE RD Indian Land Cost - \$103,700

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

Title	Last Name	First Name	Res ex	% Own	Type
#1:	CANADY ROBIN ROBERSON		<input type="checkbox"/>		
#2:			<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1: 5120 DUNES CR  Home Phone:   
 Street #2:   Cell Phone:   
 City/Town: CHARLOTTE  Work Phone:   
 Province/State: NC  Postal: 28226-0000 Email:   
 Country:  Account Type:   
 D.O.B.: MM/DD/YYYY  Legal Reference:   
 Owner Occupied:  Sale Date: 2/16/1996 Owner Lookup Number: 23711  
 Separate Bill:   
 Valid Owner:   
 Private Infor:

1/2/2015 2:38 PM  71879

Indexed By  Card #

**Parcel ID: 0006-00-053.02**

Account: 71879 Card: 1/1  
 Sticker #: District: 01 - County  
 Location: BARBERVILLE RD Indian Land Ent. Parcel Area: 4.052 - AC  
 Land Use: NLN - LandOnly Meigh: 01 - 01  
 Owner #1: CANADY ROBIN ROBERSON Own Type:

Market Adj Value	Current	Year 2013	Legal Description
Calc. Land Area:	4.050	4.050	
Full Market Value:	103,700	103,700	

Building Value:

Yard Items:

Land Value:	103,700	103,700	
Total Value:	103,700	103,700	
Assessed Value:	6,222	6,222	
Capped Total:	103,700	103,700	

**Sales Information**

Grantor: ROBERSON CALLIE Validity: 9R  
 Sale Price: 5  
 Sale Date: 2/16/1996 Sold Vacant: No  
 Legal Ref: D014-0304

**Narrative Description**

This Parcel contains 4.052 AC of land mainly classified as LandOnly.

No Picture  
 Available

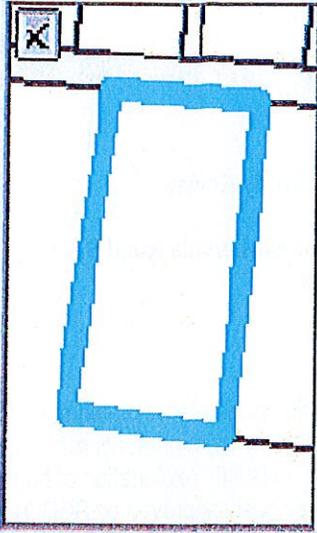


Exhibit 4  
 No Sketch  
 Available

**Third Party Traffic Impact Study Review  
For Lancaster County**

**Traffic Impact Study for the Barberville Road South Site, Ramey Kemp & Associates, Inc., signed 2-14-14  
Sprague & Sprague Review**

**General - Technical**

The study was conducted using generally accepted methods. Trip generation calculations, site trip assignment, and future traffic values check. The Synchro printouts reflect the input information from the figures and the output information in the tables. There is little explanation of how trip distribution was determined, but it appears reasonable, and it follows distributions previously approved by SCDOT. The defaults used for the Synchro analyses appear to be those acceptable to SCDOT. The signal timing used in the capacity analyses was optimized. It must be noted that the no-build and build cycle lengths are long, but they keep more time on the major street, and if these timings are acceptable to DOT, they should be acceptable to Lancaster County.

**Findings**

The findings regarding Barberville Road/Harrisburg Road are reasonable and reflect the analyses in the study. No improvements related to this development are recommended.

The findings Barberville Road/SC 160 are reasonable except that the required storage for the eastbound left turn lane on SC 160 will exceed the approximate 250 feet of storage currently available. Please see SimTraffic queue estimates attached. However, the highest 95<sup>th</sup> percentile queue is with build volumes in the afternoon peak hour, and this queue is only a 13 foot increase from the no-build queue. Therefore, this project should not be responsible for remarking this lane for additional storage.

As for the site driveways. Please see the attached plots of volumes on the SCDOT left turn graph which shows the volumes for both driveways in both peak hours falling in the "left turn lane should be considered" area of the graph which does not consider percentage of lefts. We recommend a left turn lane on Barberville Road only at Site Drive 2 because:

- The plots are just over the five percent line
- The peak hour lefts into Site Drive 1 are projected not to exceed three percent of advancing traffic
- All lots in the subdivision will have access to Site Drive 2 and the left turn lane there, and
- The subdivision only has 125 lots.

**Summary**

A left turn lane should be provided on Barberville Road at Site Drive 2.

Gaye Garrison Sprague, P.E.  
June 6, 2014



**Sprague & Sprague**  
Consulting Engineers

May 30, 2014

Mr. J. Andrew Eagle, P.E.  
8307 University Executive Park Drive, Suite 260  
Charlotte, North Carolina 28262

RE: Traffic Impact Study – Barberville Road (S-29-42) South Site  
Lancaster County

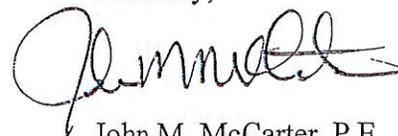
Dear Mr. Eagle:

Thank you for your recent Traffic Impact Study (TIS) for the Barberville Road South Site located on Barberville Road (S-29-42) near SC-160. While we concur in principle with your analysis and conclusions, we have a few brief comments regarding this study:

- Please provide a bound final version and an electronic copy of all files.
- Please provide the road numbers and type of control at all intersections in the final draft.
- The desire to maintain a safe and efficient roadway system both now and in the future leads the SCDOT in this case to require a Left Turn Lane at Site Drive 2. The Left Turn Lane may be minimal (150' storage/150 taper) since the development's turn volumes are not what is warranting this turn lane.
- SCDOT recommends using a growth rate of no more than 3%.
- We recommend that Synchro 8 be used in future studies because of the addition of using HCM 2010 values. While not a mandate, it would serve to provide a better prediction.

Thank you for the opportunity to review your study. If you have any further questions or concerns, please contact William Lindsey at 803-377-4155, Extension 232.

Sincerely,



John M. McCarter, P.E.  
District Engineering Administrator

JMM:jha

cc: Penelope Karagounis, Lancaster County Planning Director  
ecc: John McKay, Resident Maintenance Engineer

File: D4/TE/MGS/WCL

December 22, 2014

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

**RE: Proposed Barber Rock South 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 16<sup>th</sup> regarding the proposed Barber Rock South Subdivision within the Indian Land area of Lancaster County, SC. Please see the comments below:

**LANCASTER COUNTY WATER & SEWER DISTRICT: JAMES HAWTHORNE**

- ENGINEER TO ADDRESS LCWSD'S CONCERNS ABOUT ACCESSIBILITY TO SEWER LINES BEHIND LOTS WITH STEEP GRADE. LCWSD'S DEVELOPER POLICY CHANGES WILL REQUIRE SEWER EASEMENTS TO BE NO STEEPER THAN 4:1
- ENGINEER TO ADDRESS LCWSD'S CONCERNS ABOUT ACCESSIBILITY TO SEWER LINES NEAR BARBERVILLE RD. AROUND LOTS 1, 19, 20, 21, AND POTENTIAL STORM WATER POND.
- WATERLINES WITHIN SUBDIVISION THAT END AT CUL-DE-SACS TO TERMINATE WITH 2 ½" PVC (200PSI) PIPE AND 2" BLOW-OFF. FIRE HYDRANTS TO BE SHIFTED BACK OUT OF CUL-DE-SACS.
- WATERLINE CROSS TO BE SHOWN AT HARBOR BAY DRIVE AND KINGSWOOD DRIVE.
- LCWSD TO PROVIDE NECESSARY FH FLOW DATA FROM 12" WATERLINE ON BARBERVILLE RD. (WHEN REQUESTED)
- LCWSD CAN PROVIDE AS-BUILT INFORMATION FOR SEWER LINE FROM ROSEMONT OFFSITE 18" SEWER LINE (IF REQUIRED)
- OFFSITE WATERLINE REQUIREMENTS FOR THE RESERVE AT BARBER ROCK WILL NEED TO ACCOUNT FOR THE BARBER ROCK SOUTH DEVELOPMENT IN THE 12" WATERLINE, WHEN PROVIDING WATERLINE CALCULATIONS FOR

THE RESERVE AT BARBER ROCK (SHOULD BE LISTED IN THE RESERVE AT BARBER ROCK DRC NOTES AS WELL)

**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 (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.

**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

## Exhibit 6

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
  - HYDRANT AT THE CUL-DE-SAC OF VINTAGE AVENUE WILL BE RELOCATED NEAR LOT 65 AND THE BLOW OFF WILL BE AT THE END OF THE LINE
- IT WAS INDICATED THAT THE PROJECT WILL BE BUILT IN PHASES BUT NO DETERMINATION OF THE EXACT PHASING HAS BEEN COMPLETED. REGARDLESS OF PHASING, 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 ADEQUATE FIRE PROTECTION COVERAGE. AT NO POINT SHOULD ANY CONSTRUCTION GO VERTICAL WITHOUT A HYDRANT WITHIN 500 FEET OF THE STRUCTURE REGARDLESS OF PHASING.
- 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.
- THE APPLICANT IS NEGOTIATING THE PROJECT NAME WITH TRISH HINSON. SHE DOES NOT BELIEVE BARBER ROCK SOUTH, BARBER ROCK AND RETREAT AT BARBER ROCK ARE GOOD FOR EMERGENCY SERVICE RESPONSE. I CONCUR WITH HER THAT THERE COULD BE CONFUSION IN EMERGENCY RESPONSE WITH THESE SIMILAR NAMES.

### LANCASTER COUNTY PLANNING DEPARTMENT

- 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? Please check yes or no. Do not leave it as N/A.
- 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.
- Would there be anyway to include “soft surface trails” to provide for better pedestrian access to common open space areas. Please label on the preliminary plan the pedestrian access to common open space.
- CSOD6F1: Structures, swimming pools, and athletic facilities shall not count as open space. Please separate the acreage for the amenity site and label on the plan.
- CSOD6F6: Pedestrian shall have access to open space: Please ensure full access to all open space areas where topographic conditions do not preclude.
- The adjacent parcel Tax Map 6, Parcel 57 is now zoned B-3, General Commercial District. Please revise the zoning data for that parcel.
- Engineer will provide a chart with a street name classification of roads.
- All roads in this development will be private.
- Andrew Eagle from Ramey Kemp conducted the traffic impact analysis. Our third party reviewer was Gaye Sprague from Sprague and Sprague Consulting Engineers from Greenville, SC. SCDOT and the TIA identify the requirement of a left turn lane at Site Drive 2. “The left turn lane may be minimal (150’ storage/150 taper) since the development’s turn volumes are not what is warranting this turn lane” (May 30, 2014 John M. McCarter SCDOT Letter).
- Need to let SCDOT know that the applicant is not providing Site Drive 1. Does this cause a need to place a deceleration lane to Site Drive 2 into the development? We will need some clarification from SCDOT.
- No speed bumps in the neighborhood according to Jeff Catoe, Public Works Director.
- Provide an undisturbed buffer along lot 88.
- Table is needed on front page of preliminary plan
- Clarify the Lot # on preliminary plan and Cluster Subdivision Overlay District checklist. Please send a revised Cluster Subdivision Overlay District checklist.
- Please confirm with Trish Hinson, 911 Addressing Coordinator all street names with Barber Rock South. There have been discussions with Trish Hinson about changing the subdivision name due to emergency reasons. I will need a list of all approved street

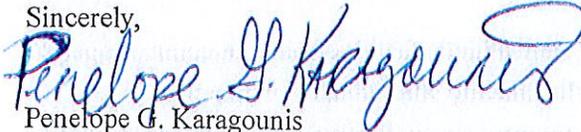
## Exhibit 6

names.

We are still waiting on comments from Kenneth Cauthen, Zoning Administrator.

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. Our Planning Commission Workshop will be on Thursday, January 8, 2014. I have talked to Matt Mandle from ESP Associates and he will revise the preliminary plan of Barber Rock South after the Planning Commission Workshop. This Planning Commission workshop meeting begins at 5:00 p.m. The revisions of all comments for the Preliminary Plan will be turned into the Lancaster County Planning Department on Wednesday, January 14, 2015 by ESP Associates (We need 10 copies of the revised Preliminary Plan and a digital copy). The Public Hearing at the Lancaster County Planning Commission meeting will be on Tuesday, January 20, 2015 at 6:30 p.m. Thank you and we look forward to working with you and your associates on this project.

Sincerely,



Penelope G. Karagounis  
Lancaster County Planning Director

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



RECEIVED  
1-15-15

Exhibit 6

Date: January 14, 2015  
Project Name: The Overlook at Barber Rock  
Project Number: BX09.400  
To: Ms. Penelope Karagounis  
Re: Response to DRC Comments on December 22, 2014

On behalf of Bonterra Builders, LLC, please find the following responses to discussion items during the DRC Meeting on December 22, 2014:

Lancaster County Water & Sewer District: James Hawthorne

1. Engineer to address LCWSD's concerns about accessibility to sewer lines behind lots with steep grade. LCWSD's developer policy changes will require sewer easements to be no steeper than 4:1.

*Added note #16 in General Notes section located on the "Overall" sheet of the Preliminary Plan addressing the grade of all proposed sewer easement.*

2. Engineer to address LCWSD's concerns about accessibility to sewer lines near Barberville Rd. around lots 1, 19, 20, 21, and potential storm water pond.

*Extended/widened sewer easement to adjoin the road right of way in the northeast corner of the property to provide access to sewer.*

3. Waterlines within subdivision that end at cul-de-sacs to terminate with 2 ½ " PVC (200 psi) pipe and 2" blow-off. Fire hydrants to be shifted back out of cul-de-sacs.

*Fire hydrants on cul-de-sacs have been adjusted and 2" blow-off valves have been added to waterlines that end at cul-de-sacs.*

4. Waterline cross to be shown at Harbor Bay Drive and Kingswood Drive.

*Waterline is now shown to extend across Harbor Bay Drive at Kingswood Drive.*

5. LCWSD to provide necessary FH flow data from 12" waterline on Barberville Rd. (when requested)

*Agreed.*

6. LCWSD can provide as-built information for sewer line from Rosemont off-site 18" sewer line (if required.)

*Agreed.*

7. Offsite waterline requirements for the Reserve at Barber Rock will need to account for the Barber Rock South development in the 12" waterline, when providing waterline calculations for the Reserve at Barber Rock (should be listed in the Reserve at Barber Rock DRC notes as well)

*Acknowledged.*

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.

*A note has been provided on the Overall sheet as well as Sheet 1 that reads "PROP. NORTH BOUND LEFT TURN LANE W/150' STORAGE AND 150' TAPER." Other requirements to be addressed during construction document phase.*

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

*Added note #15 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 #7 in General Notes section located on the "Overall" sheet of the Preliminary Plan.*

2. 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.

*Acknowledged.*

3. 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:
  - a. 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
  - b. 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
  - c. Hydrant at the cul-de-sac of Vintage Avenue will be relocated near Lot 65 and the blow off will be at the end of the line

*Requested adjustments to hydrant and blow off locations have been made.*

4. It was indicated that the project will be built in phases but no determination of the exact phasing has been completed. Regardless of phasing, 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 adequate fire protection coverage. At no point should any construction go vertical without a hydrant within 500 feet of the structure regardless of phasing.

*Added note #18 in General Notes section located on the "Overall" sheet of the Preliminary Plan addressing adequate fire hydrant coverage when project is phased.*

5. 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.

*Acknowledged.*

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

*Acknowledged.*

7. The applicant is negotiating the project name with Trish Hinson. She does not believe Barber Rock South, Barber Rock and Retreat at Barber Rock are good for emergency service response. I concur with her that there could be confusion in emergency response with these similar names.

*Per email from Trish Hinson dated 01/05/2015 (enclosed) the subdivision name has been changed to The Overlook at Barber Rock as approved by Lancaster County 911.*

#### Lancaster County Planning Department

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? Please check yes or no. Do not leave it as N/A.

*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. 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.*

5. 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.*

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

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

7. 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.*

8. Would there be any way to include "soft surface trails" to provide for better pedestrian access to common open space areas. Please label on the preliminary plan the pedestrian access to common open space.

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

9. CSOD6F1: Structures, swimming pools, and athletic facilities shall not count as open space. Please separate the acreage for the amenity site and label on the plan.

*Acknowledged. Acreage of proposed amenity area has been removed from open space calculations.*

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

*Numerous lots abut common open space areas. In addition, access to common open space areas has been provided adjacent to lots 1, 20/21, 35/36, 62/63, 86/87, 107, 115, and the amenity area.*

11. The adjacent parcel Tax Map 6, Parcel 57 is now zoned B-3, General Commercial District. Please revise the zoning data for that parcel.

*Zoning information for Parcel 57 has been updated on the Overall sheet.*

12. Engineer will provide a chart with a street name classification of roads.

*Street names and classifications have been included in the typical road details on Sheet 1.*

13. All roads in this development will be private.

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

14. Andrew Eagle from Ramey Kemp conducted the traffic impact analysis. Our third party reviewer was Gaye Sprague from Sprague and Sprague Consulting Engineers from Greenville, SC. SCDOT and the TIA identify the requirement of a left turn lane at Site Drive 2. "The left turn lane may be minimal (150' storage/150 taper) since the development's turn volumes are not what is warranting this turn lane" (May 30, 2014 John M. McCarter SCDOT Letter).

*Acknowledged. Please refer to note on Overall sheet as well as Sheet 1 that reads "PROP. NORTH BOUND LEFT TURN LANE W/150' STORAGE AND 150' TAPER."*

15. Need to let SCDOT know that the applicant is not providing Site Drive 1. Does this cause a need to place a deceleration lane to Site Drive 2 into the development? We will need some clarification from SCDOT.

*Acknowledged. Proposed turn lane improvements are based on recommendations provided in TIA by Ramey Kemp & Associates, Inc. A deceleration lane has not been proposed per TIA.*

16. No speed bumps in the neighborhood according to Jeff Catoe, Public Works Director.

*Acknowledged.*

17. Provide an undisturbed buffer along lot 88.

*Please note, lots have been renumbered and Lot 88 on the first submittal is now Lot 89. Per Lancaster County UDO Section 12.8 and 12.2.3 no buffer yard is required on a residential use adjacent to a commercial use, the commercial use would provide the buffer. In addition, per the table in Section 12.8, there will be a Type 3 buffer yard (a high density screen having a minimum width of 25 feet) required on the commercial use adjacent to a site which is a single family residential use.*

18. Table is needed on front page of preliminary plan

*Please refer to Sheet 1 for Lot Size Table.*

19. Clarify the Lot # on preliminary plan and Cluster Subdivision Overlay District checklist. Please send a revised Cluster Subdivision Overlay District checklist.

*Total number of lots has been provided on the CSOD checklist. A revised CSOD checklist has been included with this submittal.*

*January 14, 2015*

*Exhibit 6*

20. Please confirm with Trish Hinson, 911 Addressing Coordinator all street names with Barber Rock South. There have been discussions with Trish Hinson about changing the subdivision name due to emergency reasons. I will need a list of all approved street names.

*Please refer to enclosed email from Trish Hinson dated 01/06/2015 regarding approved road names and email dated 01/05/2015 regarding approved subdivision name (note: subdivision name has been changed to The Overlook at Barber Rock).*

**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}**

**Penelope Karagounis &  
Nick Cauthen**

**Pgs. 171-185**

**Tax Map #45, Parcel 24**

---

---

---

---

---

---

---

## PLANNING STAFF REPORT: RZ-015-002

### I. FACTS

#### A. GENERAL INFORMATION

**Proposal:** This is a 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.

**Property Location:** The property is located ± 2,000 feet south of the intersection of Riverside Road and Old Hickory Road along the western edge of Riverside Road.

**Legal Description:** Tax Map Number 45, Parcel 24

**Zoning Classification:** Current: R-30, Low Density Residential/Agricultural District

**Voting District:** District 1, Larry McCullough

#### B. SITE INFORMATION

**Site Description:** The property is ± 231.66 acres and consists of a wooded area with a railroad track bordering part of its eastern property line.

#### C. VICINITY DATA

**Surrounding Conditions:** The property is surrounded by I-2, Heavy Industrial District and R-30, Low Density Residential/Agricultural District. Landsford Canal State Park is located approximately 3,600 feet from the subject property.

#### D. EXHIBITS

1. Rezoning Application
2. Location Map
3. Future Land Use Map
4. Tax Inquiry Sheet
5. UDO – Section: 4.1.16 Manufacturing/processing uses.
6. Table of Uses – I2

### II. FINDINGS

#### CODE CONSIDERATIONS

**The R-30, Low Density Residential/Agricultural District,** is designed to accommodate single-family residential developments (not including manufactured housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D).

Date of 1<sup>st</sup> Reading: \_\_\_\_\_  
\_\_\_Approved \_\_\_ Denied \_\_\_ No Action

Date of 2<sup>nd</sup> Reading: \_\_\_\_\_  
\_\_\_Approved \_\_\_ Denied \_\_\_ No Action

Date of 3<sup>rd</sup> Reading: \_\_\_\_\_  
\_\_\_Approved \_\_\_ Denied \_\_\_ No Action

**The I-2, Heavy Industrial District**, is designed to accommodate industries that tend to have adverse impacts on surrounding properties.

### III. CONCLUSIONS

The facts and findings of this report show that the property is designated as transitional on the future land use map. Transitional is defined by suburban SF/MF residential and commercial. Although the subject parcel is designated as transitional there are multiple adjacent parcels that are designated as industrial on the future land use map and zoned I2. There is a concentration of residential properties abutting the eastern side of the property along Riverside Road. However, the remaining surrounding area is wooded and a 30 ft. buffer yard is required between any industrial and residential property. The project was initiated by Keith Tunnel of Economic Development and should create jobs.

### IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located ± 2000 feet south of the intersection of Riverside Road and Old Hickory Road along the western edge of Riverside Road be APPROVED.

LANCASTER COUNTY  
SOUTH CAROLINA

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

Do Not Write In This Box		
Application No. <u>RZ-015-002</u>	Date Received <u>12-15-14</u>	Fee Paid <input checked="" type="checkbox"/>

1. The application is for amendment to the: (check one)
- District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
- Ordinance Text (fill in items # 8 & 9 only)

Located west of RIVERSIDE  
ROAD and south of INDUSTRIAL A  
the PROPERTY contains  
#0045-00-024-00.

2. Give either exact address or tax map reference to property for which a district boundary change is requested: APPROXIMATELY 231.66 acres owned by Lancaster RIVER PARK LLC and designated by Lancaster COUNTY PID #
3. How is this property presently designated on the map? R 30
4. How is the property presently being used? RAW LAND
5. What new designation or map change do you purpose for this property? Ia wood Product Mfg.
6. What new use do you propose for the property? ~~WOOD PRODUCT MANUFACTURING~~

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

7. Does the applicant own the property proposed for this change?  YES  NO If no, give the name and address of the property owner and attach notarized letter from property owner:
- \_\_\_\_\_
- \_\_\_\_\_
8. If this involves a change in the Ordinance text, what section or sections will be affected? \_\_\_\_\_
- \_\_\_\_\_
9. Explanation of and reasons for proposed change: \_\_\_\_\_
- \_\_\_\_\_

(use back of form if additional space is needed)

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

APPLICANT'S NAME (PRINT) HAUDENBY HOLDINGS LLC  
LANCASHIRE RIVER PARK LLC  
 c/o CYNTHIA TYSON  
 ADDRESS:  
1409 East BOWEN RD, SUITE 3-C  
CHARLOTTE, NC 28203

C. Haudenby Tyson  
 SIGNATURE

Phone: 704-333-9645



# NOTICE OF ENTRY UPON LAND

Section 6-29-340(A) of the Code of Laws of South Carolina 1976, as amended, provides, in part, that "[t]he planning commission, its members and employees, in the performance of its functions, may enter upon any land with consent of the property owner or after ten days' written notification to the owner of record, make examinations and surveys, and place and maintain necessary monuments and marks on them, provided, however, that the planning commission shall be liable for any injury or damage to property resulting therefrom."

This notice is dated 12/10/2014 and serves as written notice to the owner of record of the following property: LANCASTER COUNTY 1104 # 0045-00-024-00 (the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

## ACKNOWLEDGMENT OF RECEIPT OF NOTICE

By signing below, I acknowledge receipt of the above Notice of Entry Upon Land.

Cynthia Tyson  
Signature

CYNTHIA TYSON MANAGER  
Printed Name LANSFORD RIVER PARK LLC  
HAUDENBY HOLDINGS LLC

12/10/2014  
Date

If the owner of record refuses to acknowledge receipt of the Notice of Entry Upon Land, then the Planning Director, or a person authorized by the Planning Director, shall sign and date the area below:

\_\_\_\_\_  
Planning Director or Authorized Person Signature

\_\_\_\_\_  
Planning Director or Authorized Person Printed Name

\_\_\_\_\_  
Date

December 10, 2014

Lancaster County Planning  
Owner Consent for Rezoning Application

The person(s) listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to

Haldenby Holdings, LLC

to submit a Petition for Zoning Map Change for my (our) property from  
R-30 to I-2 (Current  
Zoning District) (Proposed Zoning District)

Should rezoning request be granted, Owners are aware and support the Purchasers intention to develop a new "state of the art" saw mill on the Property.

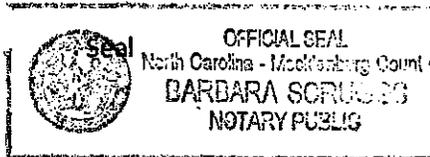
Signature of Owner(s): Cynthia Tyson Lancaster County Parcel Number: 0045-00-024-00 Date: 12/10/2014  
Cynthia Tyson  
Haldenby Holdings, LLC  
1409 East Boulevard, Suite 3-C  
Charlotte, NC 28203

NOTARY STATEMENT

Sworn to and subscribed before me the 10 day of December, 2014.

Notary Public in and for the State of North Carolina My Commission expires: 7/6/2017

Barbara Scruggs Barbara Scruggs  
Notary Public - Signature Printed



December 10, 2014

Lancaster County Planning  
Owner Consent for Rezoning Application

The person(s) listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to

Lansford River Park, LLC

to submit a Petition for Zoning Map Change for my (our) property from

R-30 to I-2 (Current Zoning District) (Proposed Zoning District)

Should rezoning request be granted, Owners are aware and support the Purchasers intention to develop a new "state of the art" saw mill on the Property.

Signature of Owner(s):

Lancaster County Parcel Number:

Date:

Cynthia Tyson

0045-00-024-00

12/10/2014

Cynthia Tyson  
Lansford River Park, LLC  
1409 East Boulevard, Suite 3-C  
Charlotte, NC 28203

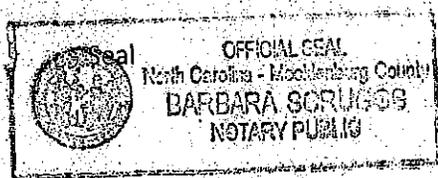
NOTARY STATEMENT

Sworn to and subscribed before me the 10 day of December, 2014.

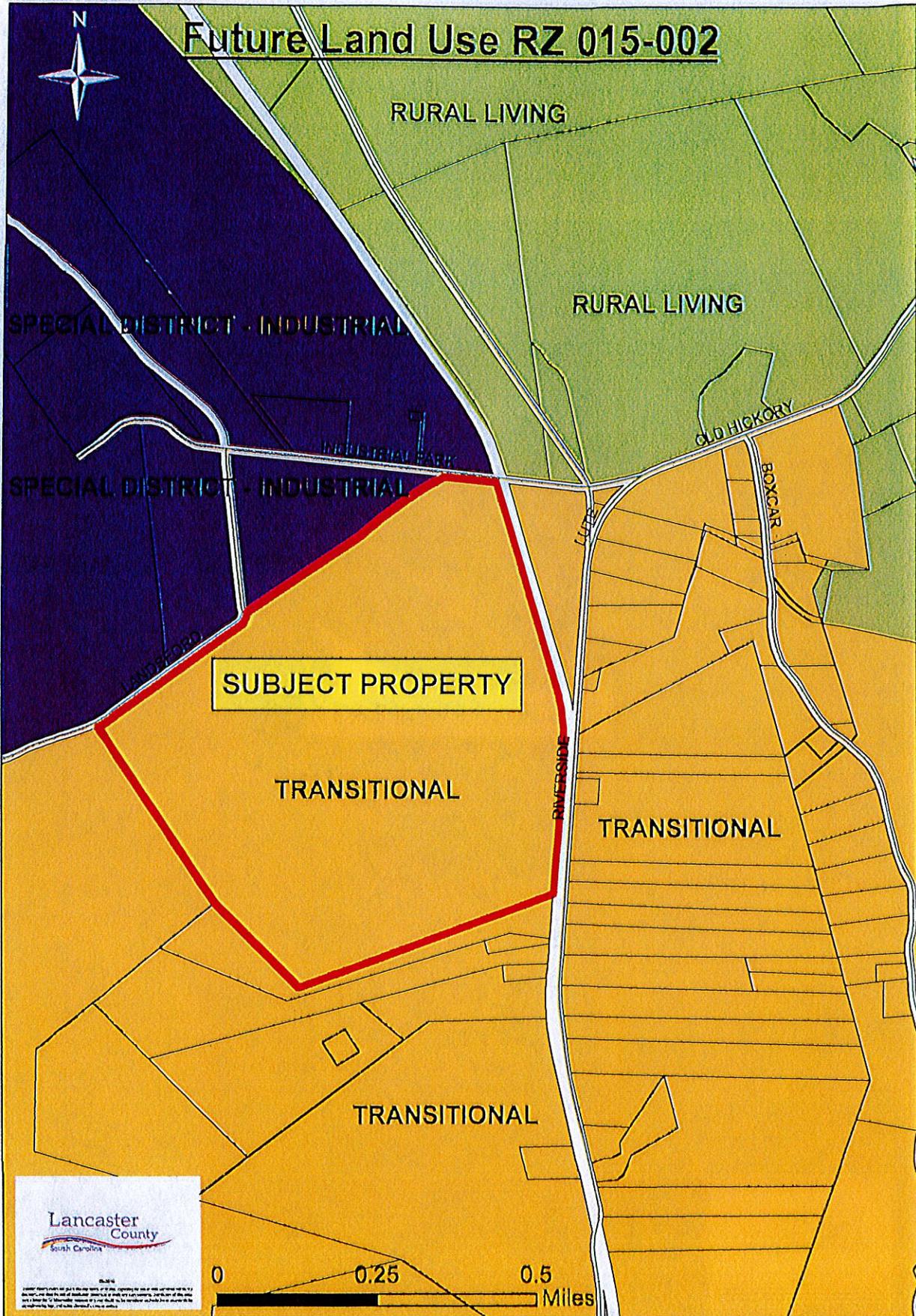
Notary Public in and for the State of North Carolina. My Commission expires: 7/6/2017

Barbara Scruggs  
Notary Public - Signature

BARBARA SCRUGGS  
Printed





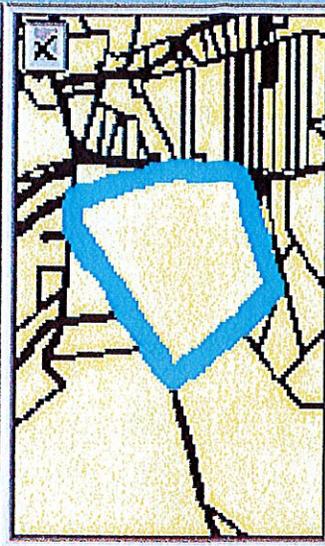


Add  Mod  Del  Save  Cancel  Print  Calendar  Left Arrow  Right Arrow  Home  End  Refresh  Help

Indexed By: Parcel ID

Card #:

No Picture Available



No Sketch Available

**M** Parcel ID: 0045-00-024.00  
 Account: 3696  
 Sticker #:   
 Location: SOUTHERN Rwy Lancaster  
 Land Use: QUSE - Qualg  
 Owner #1: LANDSFORD RIVER PARK LLC ETAL  
 Own Type:   
 Card: 1/1  
 District: 01 - County  
 Ent. Parcel Area: 231.66 - AC  
 Neigh: 04 - 04

Market Adj Value	Current	Year 2013	Legal Description
Calc. Land Area:	231.660	231.660	
Full Market Value:	862,725	862,725	
Full Land Value:	862,725	862,725	
Building Value:			
Yard Items:			
Land Value:	28,263	28,263	
Total Value:	28,263	28,263	
Assessed Value:	1,131	1,131	
Capped Total:	28,263	28,263	
			Reval / Market 01

**Sales Information**  
 Grantor: LANDSFORD RIVER PARK LLC,  
 Sale Price: 0  
 Sale Date: 9/11/2008  
 Legal Ref: 484-75  
 Sold Vacant: No  
 Validity: 1

Ex 6.4

Indexed By  Parcel ID  Card #

Add Mod Del Save Cancel

Parcel ID: 0045-00-024.00 Card 1 of 1 Location: SOUTHERN R/WY Lancaster Cost - \$28,253

Current Ownership

#	Title	Last Name	First Name	Res ex	% Own	Type
#1:		LANDSFORD RIVER PARK LLC ETAL				
#2:						
#3:						

Street #1: 1856 MARYLAND AVE Home Phone:

Street #2:  Cell Phone:

City/Town: CHARLOTTE Work Phone:

Province/State: NC Postal: 28209-0000 Email:

Country:  Account Type:

D.O.B.: MM/DD/YYYY Legal Reference: 484-75

Owner Occupied:  Sale Date: 9/11/2008 Owner Lookup Number: 48282

Separate Bill:  Valid Owner:  Private Infor:

More Owners  Other Parties

Sales  Exemptions

Open 12/18/2014 8:50 AM Ownership Information 3696 QuickList 4

Exb. 5

**Section 4.1.16 - Manufacturing/processing uses.**

1. *Purpose.* The purpose of this section is to prevent land or buildings from being used or occupied in any manner so as to create any dangerous, injurious, noxious or otherwise objectionable or hazardous condition. Toward this end, the operational characteristics of all nonresidential uses shall be measured for conformance with the limitations of this section.

2. *Vibration.*

No vibration shall be produced which is transmitted through the ground and is discernable without the aid of instruments or at any point beyond the lot line; nor shall any vibration produced exceed the following particle velocity levels, measured with a vibration monitor in inches per second at the nearest:

*Steady-State Vibration Limits*

	Peak Particle Velocity (Inches Per Second)	
	Daytime	Nighttime
Residential property line	0.03	0.01
Non-residential property line	0.06	0.06

Nighttime limits shall be considered to prevail from 7:00 p.m. to 7:00 a.m. local time.

3. *Reserved.*

4. *Noise.* All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. In no event shall the sound pressure level of noise radiated continuously from a facility exceed at the lot line the value given in Tables I and II in any octave band or frequency. Sound pressure level shall be measured with a sound level meter and an octave band analyzer that conform to specifications published by the American Standards Association. Maximum permissible sound pressure levels at the lot line for noise radiated continuously from a facility between the hours of 7 p.m. and 7 a.m.

TABLE I. NIGHTTIME SCHEDULE

Frequency Band (In Cycles Per Second)	Sound Pressure Levels (In Decibels)	
	At Non-residential Lot Line	At Residential Lot Line
20—74	69	65

Exb. 5

75—149	60	50
150—299	56	43
300—599	51	38
600—1,199	42	33
1,200—2,399	40	30
2,400—4,799	38	<u>28</u>
48,00—10,000	35	20

TABLE II. DAYTIME SCHEDULE

Maximum permissible sound pressure levels at the lot line for noise radiated from a facility between the hours of 7 a.m. and 7 p.m. shall not exceed the limits of the preceding table except at specified and corrected below:

Type of Operation in Character of Noise	Correction (In Decibel*)
Daytime operation only	plus 5
Noise source operates less than 20% of any one-hour period	plus 5
Noise source operates less than 5% of any one-hour period	plus 10
Noise source operates less than 1% of any one-hour period	plus 15
Noise of impulsive character (hammering, etc.)	minus 5
Noise of periodic character	minus 5
*Apply to the preceding table one of these corrections only.	

Noise emanating from construction activities between 7 a.m. and 7 p.m. shall be exempt from these requirements.

5.

Exb. 5

*Air pollution.* The emission of visible smoke, dust, dirt, fly ash, particulate matter from any pipes, vents, or other openings, or from any other source into the air, shall comply with the regulations of the South Carolina Pollution Control Authority or any other appropriate state agency. Air pollution emanating from construction activities between 7 a.m. and 7 p.m. shall be exempt from these requirements.

- 6. *Reserved.*
- 7. *Reserved.*
- 8. *Toxic matter.* The measurement of toxic matter shall be at ground level or habitable elevation and shall be the average of any 24-hour sampling period. The release of any airborne toxic matter shall not exceed the quantities permitted by SC DHEC or any other appropriate agency. If a toxic substance is not contained in said listing, the applicant shall satisfy the planning commission that the proposed levels will be safe to the general population.
- 9. *Exterior illumination.* All operations, activities, and uses shall be conducted so as to comply with the performance standards governing exterior illumination prescribed below.

In general, the pattern of light pooling from each light source shall be carefully considered to avoid throwing light onto adjacent properties. Light sources visible in residential or medical areas shall comply with light intensities indicated in Column A below. Light sources visible in commercial or industrial areas shall comply with light intensities indicated in Column B below.

	Column A	Column B
Bare incandescent bulbs	15 watts	40 watts
Illuminated buildings	15 ft. candles	30 ft. candles
Backlighted or luminous back ground signs	150 ft. lamberts	250 ft. lamberts
Outdoor illuminated signs & poster panels	25 ft. candles	110 ft. candles
Any other un-shielded sources, intrinsic brightness	50 candela per sq. centimeter	50 candela per sq. centimeter

Illumination shall be measured from any point outside the property. Illumination levels shall be measured with a photoelectric photometer having a spectral response similar to that of the human eye, following the standard spectral luminous efficiency curve adopted by the International Commission on Illumination.

(Ord. No. 1034, 6-7-10)

## INDUSTRIAL I-2 / UPDATED 7/11/07/Ord.#832

**USES PERMITTED:**

1. Landscape and Horticultural Service
2. Restaurants
3. Fast Food with drive through window
4. Automobile Parking
5. Building Construction-General Contractors Facility (no outdoor storage)
6. Building Construction-General Contractors Facility with outdoor storage
7. Heavy Construction Contractors Facilities(other than building construction)
8. Construction-Special Trade Contractors
9. Public Warehousing and Storage Facility
10. Durable Goods-Wholesale/Distribution Facility
11. Nondurable Goods-Wholesale/Distribution Facility
12. Trucking and Courier Service Facility (except air)
13. Motor Freight Transportation Terminal and Maintenance Facility
14. Air Transportation Terminal
15. Telephone Communications Facilities
16. Telegraph or Other Message Communications Facilities
17. Radio or Television Broadcasting Facilities
18. Park or Playground
19. Botanical or Zoological Garden
20. Other Designated Community Open Space Area
21. Livestock Facility (except Commercial Meat Production Centers)
22. General Agricultural Activities (i.e.) general row crop production, free-range livestock operations, pasture land, hay land, woodland and wildlife management areas
23. Forest Production-Including Christmas Trees

**CONDITIONAL USES:**

1. Home Occupation
2. Automotive Repair Shop
3. Food Processing Plant (See Section 4.1.19)
4. Tobacco Processing Plant (See Section 4.1.19)
5. Textiles Dye/Finish Processing Plant (Fabric, Knitting, Carpet, etc.) (See Section 4.1.19)
6. Apparel and Other Finished Products Factory (See Section 4.1.19)
7. Lumber, Logging, and Wood Products Mill/Factory (except furniture) (See Section 4.1.19)
8. Furniture and Fixtures Plant (Residential and Non-Residential Products) (See Section 4.1.19)
8. Paper, Paperboard, Pulp, and Allied Products Mill (See Section 4.1.19)
9. Printing, Publishing and Allied Industries Plant (See Section 4.1.19)
10. Chemical/Allied Products Plant (See Section 4.1.19)
11. Petroleum Refining and Related Products Plant (See Section 4.1.19)
12. Industrial and Commercial Factories (See Section 4.1.19)

**INDUSTRIAL I-2 / UPDATED 7/11/07**

13. **Manufacturing of Hi-Tech Products (See Section 4.1.19)**
14. **Mini-Warehouse Facilities (See Section 4.1.20)**
15. **Recycling Facilities, Convenience Centers and Resource Recovery Facilities (See Section 4.1.22)**
16. **Wireless Communication Towers (i.e. Cellular Communications) (See Section 4.1.28)**
17. **Nature Preserve or Wildlife Sanctuary**

**USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:**

1. **Automotive Wrecking, and/or Junk, Salvage Yard (Shall comply with the Regulations of (See Section 4.2.1)**
2. **Special Events (See Section 4.2.9)**
3. **Construction, Demolition and Land Clearing Debris (See Section 4.2.3)**
4. **Sanitary Landfills (See Section 4.2.7)**
5. **Solid Waste Storage and Transfer Facilities, Waste Tire Treatment Sites And Composting Facilities (See Section 4.2.8)**
6. **Solid Waste Collection, Treatment and/or Disposal Facility**
7. **Recoverable Waste Collection and Recycling Centers**

**USES REQUIRING REVIEW BY PLANNING COMMISSION:**

1. **United States Postal Service Facility**
2. **Police Station**
3. **Fire Station**
4. **Ambulance Service/Rescue Squad**
5. **Electricity, Water, Sewer, and Petroleum Distribution/Collection Facilities and Collections**

## **PLANNING STAFF REPORT: RZ-015-003 MARTY HARPER**

---

### **I. Facts**

#### **A. General Information**

**Proposal:** This is the 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.

**Property Location:** The property is located at 1495 Kershaw-Camden Highway, Lancaster County, South Carolina.

**Legal Description:** TMS # 0081N-0A-021.00

**Zoning Classification:** Current: R-30, Low Density Residential/Agricultural District

**Voting District:** District 5, Steve Harper

#### **B. Site Information**

**Site Description:** The property once contained a home/structure but is now vacant.

#### **C. Vicinity Data**

**Surrounding Conditions:** The property is surrounded by B-3 General Commercial, R-30 Low Density Residential/Agricultural, and the Bear Creek Lancaster Reservoir.

#### **D. Exhibits**

1. Rezoning Application
2. Location/Zoning Map
3. Future Land Use Map
4. Tax Inquiry Sheet
5. Table of Uses

### **II. Findings**

#### **Code Considerations**

**The R-30 Low Density Residential/Agricultural District**, is designed to accommodate single-family residential developments (not including manufactured housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D).

**The R-30S, Low Density Residential/Manufactured Housing/Agricultural District,** contains the same regulations contained in the R-30 district except for the following:

- a. Both single-wide and multi-wide manufactured housing units are allowed based on siting criteria (see section 4.1.12) in addition to site-built and modular homes.
- c.[b.] The zoning district classification is appropriate adjacent to manufactured housing parks.

### **III. Conclusions**

The facts and findings of this report show that the property is designated as Urban on the Future Land Use Map in the 2014-2024 Comprehensive Plan. Urban is defined by a walkable neighborhood with additional intensity. The property is zoned R-30, Low Density Residential/Agricultural District on the zoning map. There are no adjacent or other properties in close proximity that are zoned R-30S, Low Density Residential/Manufactured Housing/Agricultural District. This proposed zoning map amendment would create a small, R-30S zone of ± 1.153 acres at this location.

The underlined paragraph below is helpful information taken directly from the *2014 Comprehensive Planning Guide for Local Governments* published by the Municipal Association of South Carolina. It is a summary of South Carolina case law on the subject of Spot Zoning.

Zoning a small parcel as an island surrounded by a district with different zoning may be spot zoning. The Supreme Court stated that invalid "spot zoning" is the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area to benefit the owners of such property and to the detriment of other owners. Bob Jones University, Inc. v. City of Greenville, 243 S.C. 351, 133 S.E.2d 843 (1963). The mere fact that business property adjoins residential property does not mean that the commercial zoning is invalid spot zoning. See Talbot v. Myrtle Beach Board of Adjustment, 222 S.C. 165, 72 S.E.2d 66 (1952); Knowles v. City of Aiken, 305 S.C. 291, 407 S.E.2d 639 (1991).

Based on a conservative analysis of the above information, Planning Staff views this rezoning request as potentially problematic.

### **IV. Recommendation**

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 1495 Kershaw-Camden Highway be **DENIED.**

# Exhibit 1

LANCASTER COUNTY  
SOUTH CAROLINA

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

Do Not Write In This Box		
Application No. <u>RZ-015-003</u>	Date Received <u>12-15-14</u>	Fee Paid <input checked="" type="checkbox"/>

- The application is for amendment to the: (check one)
  - District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
  - Ordinance Text (fill in items # 8 & 9 only)
- Give either exact address or tax map reference to property for which a district boundary change is requested: tax map # 91A-A-21
- How is this property presently designated on the map? \_\_\_\_\_
- How is the property presently being used? vacant
- What new designation or map change do you propose for this property? Single wide mobile Home
- What new use do you propose for the property? Rental / Security

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

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

\_\_\_\_\_

- If this involves a change in the Ordinance text, what section or sections will be affected? All of  
Change property from Residential Home to put a single wide mobile Home
- Explanation of and reasons for proposed change: Owner owns hand (Commercial Building)  
in front of said property. Needs someone to occupy for security of front property  
(use back of form if additional space is needed)

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

APPLICANT'S NAME (PRINT)  
Marty Harper

ADDRESS:  
1491 Kershaw-Camden Hwy  
LANCASTER, S.C. 29120

Phone: 803-804 1987

Marty Harper  
SIGNATURE



## NOTICE OF ENTRY UPON LAND

Section 6-29-340(A) of the Code of Laws of South Carolina 1976, as amended, provides, in part, that "[t]he planning commission, its members and employees, in the performance of its functions, may enter upon any land with consent of the property owner or after ten days' written notification to the owner of record, make examinations and surveys, and place and maintain necessary monuments and marks on them, provided, however, that the planning commission shall be liable for any injury or damage to property resulting therefrom."

This notice is dated \_\_\_\_\_ and serves as written notice to the owner of record of the following property: \_\_\_\_\_

(the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

### ACKNOWLEDGMENT OF RECEIPT OF NOTICE

By signing below, I acknowledge receipt of the above Notice of Entry Upon Land.

✓   
Signature

Marty Harper  
Printed Name

12-10-14  
Date

---

If the owner of record refuses to acknowledge receipt of the Notice of Entry Upon Land, then the Planning Director, or a person authorized by the Planning Director, shall sign and date the area below:

\_\_\_\_\_  
Planning Director or Authorized Person Signature

\_\_\_\_\_  
Planning Director or Authorized Person Printed Name

\_\_\_\_\_  
Date

COLUMBIA 1143430v1

**Lancaster County Planning Department**

101 N. Main Street

Suite 108

Lancaster, SC 29721

803-285-6005

285-6005

**fax**

TO: Marty Harper	FROM: Alex Moore
FAX: 803-283-3012	PAGES: 4--including cover page
PHONE: 803-804-1987	DATE: 12/9/2014
RE: Rezoning Application	CC:

Urgent   
 For Review   
 Please Comment   
 Please Reply   
 Please Recycle

Comments: Please find attached the application for rezoning. The property would need to be rezoned to R-30S in order to place a single-wide mobile home on this property. However, I do not think this rezoning application would receive a positive recommendation from the Planning Staff because there is no R-30S near this property. Thus it would be less likely that the Planning Commission would vote for the rezoning.

If you decide to submit the application for rezoning it will need to be in our office by 5:00 PM on Tuesday December 16<sup>th</sup>. The cost of the rezoning is \$250.00.

December 12, 2014

Marty Harper

Lancaster County Planning Department

Rezoning

Re: Property behind MHC Industrial at 1491 Kershaw Camden Highway

I have spoke with Canaan Freewill Baptist Church @ 1525 Kershaw Camden Highway and they have no objections regarding putting a single wide on this property. As a matter of fact , this will be of security to them , also.

  
Marty Harper

# Exhibit 2



**LEGEND**

 Subject\_Property

SUBJECT PROPERTY

**Lancaster County**  
South Carolina

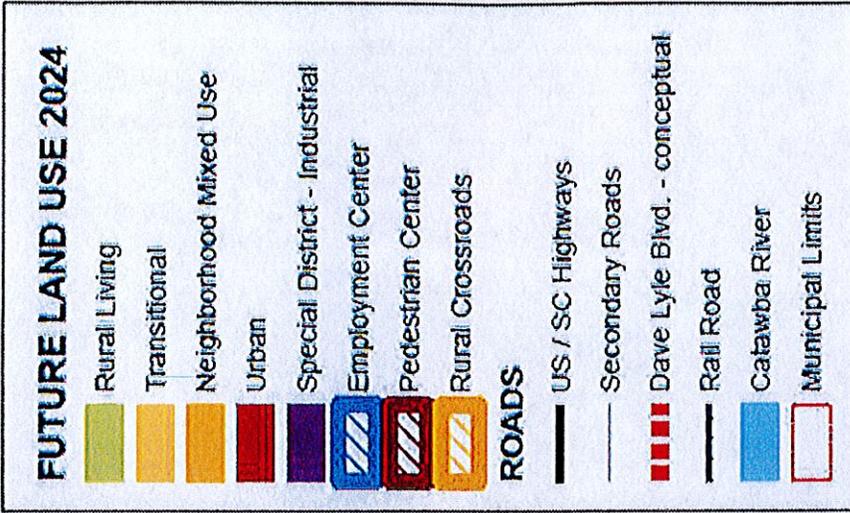
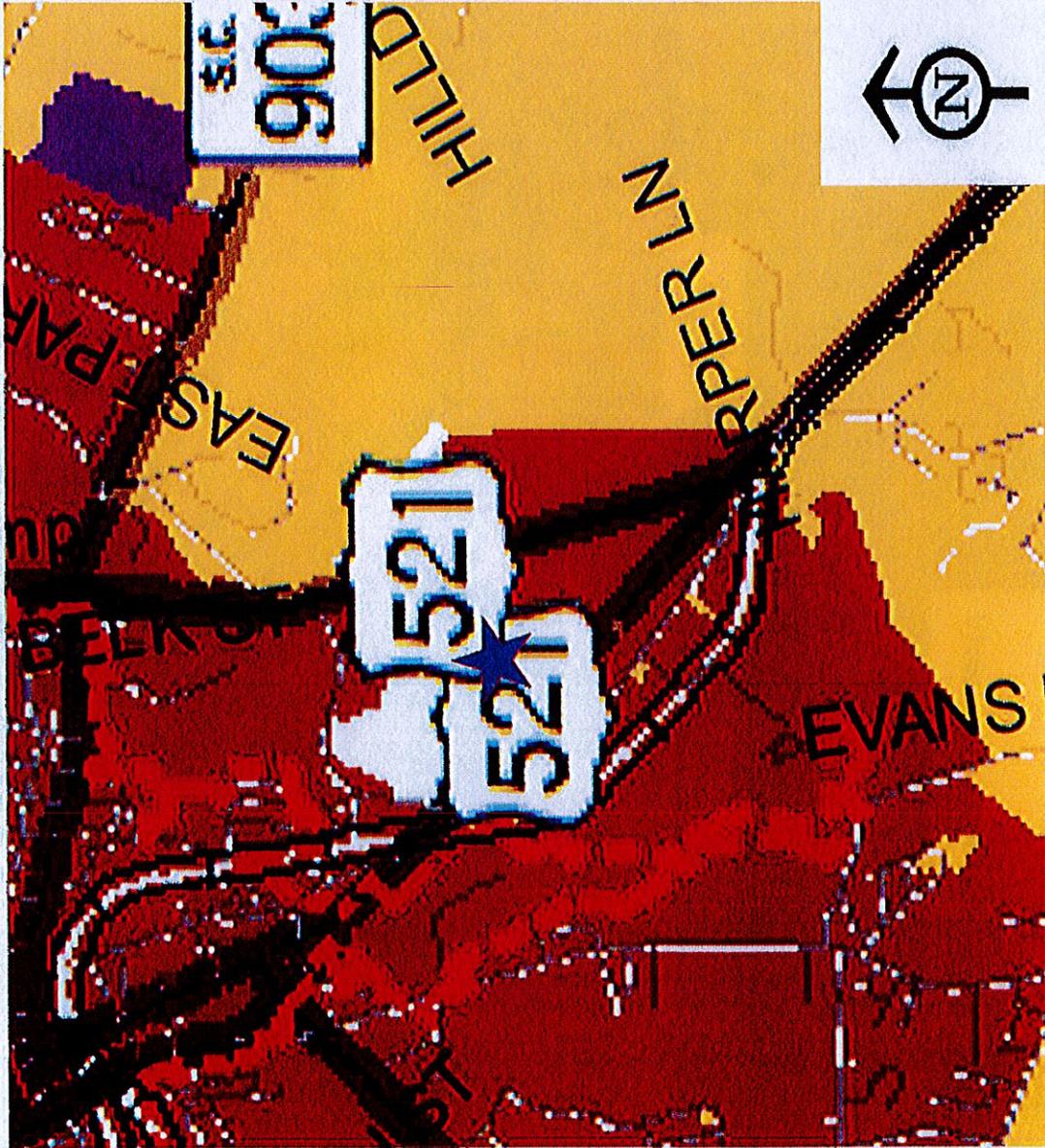
**DISCLAIMER**

LANCASTER COUNTY MAKES NO GUARANTEE EXPRESSED OR IMPLIED, REGARDING THE USE OF DATA CONTAINED WITHIN THIS DOCUMENT, NOR DOES THE ACT OF DISTRIBUTION CONSTITUTE OR IMPLY ANY SUCH WARRANTY. DISTRIBUTION OF THIS DOCUMENT IS INTENDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AUTHORITY OR ACCEPTABLE FOR ANY ENGINEERING, LEGAL, AND OTHER SITE-SPECIFIC USES OR ANALYSIS.



# Exhibit 3

## FUTURE LAND USE MAP: RZ 015-003



Indexed By: Parcel ID

Card #

# Exhibit 4

**Parcel ID:** 0081N-0A-021.00      **Card:** 1/1

**Account:** 13888      **District:** 01 - County

**Sheet #:**      **Ent Parcel Area:** 1.153 AC

**Location:** 1495 KERSHAW/CAMDEN HWY Lancaster

**Land Use:** NUN - LandOnly      **Neigh:** 06 - 06      **Own Type:**

**Owner #1:** HARPER, MARVIN R

---

**Market Adj Value:** Current      **Year:** 2013      **Legal Description:**

**Calc. Land Area:** 1.153

**Full Market Value:** 9700

Building Value:	9700
Yard Items:	9700
Land Value:	582
Total Value:	9700
Assessed Value:	9700
Capped Total:	9700

**Revaly Market:** 03

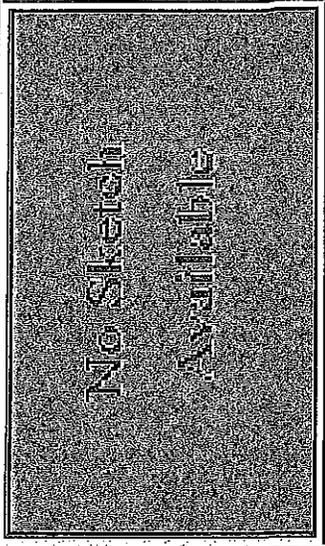
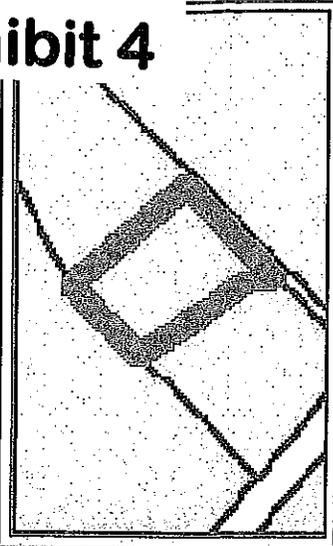
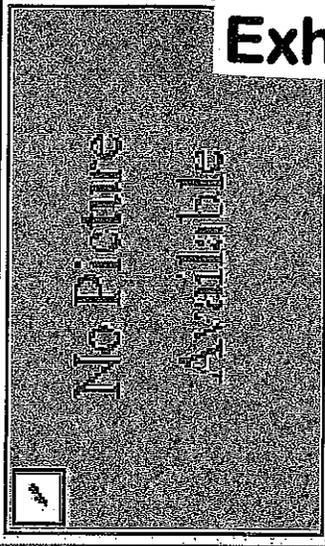
**Sales Information:**      **Narrative Description:**

**Grantor:** MINGO, JOHNNIE      **Validity:** 1      This Parcel contains 1.153 AC of land mainly classified as LandOnly

**Sale Price:** 5,000

**Sale Date:** 12/31/2014      **Sold Vacant:** No

**Legal Ref:** 835-296



ParcelID: 00881N-04-021-00    Parcel 1 of 1    Location: 1495 KERSHAW-CAMDEN HWY    Cost: 19700

Current Owner    ID/Factors/Taxes    Prior Owner

Current Ownership		ID/Factors/Taxes		Prior Owner	
#1	HARPER	First Name	MARVIN R	Res ex	Type
#2		Home Phone			
#3		Cell Phone			
Street #1	PO BOX 811	Work Phone			
Street #2		Email			
City/Town	LANCASTER	Separate Bill		Valid Owner	<input checked="" type="checkbox"/>
Province/State	SC	Postal	29721	Private Info	<input type="checkbox"/>
Country		Account Type		Owner Lookup Number	79650
DOB	MM/DD/YYYY	Legal Reference	835-296		
Owner Occupied		Sale Date	12/3/2014		

Sales    Exemptions    More Owners    Other Parties    QuickList

Open    12/18/2014    3:39 PM    13888

# Exhibit 5

## RESIDENTIAL R-30S

### USES PERMITTED:

1. Site Built Single-Family Detached House
2. Modular Single-Family Detached House  
(Meets CABO Building Code)
3. Primary Residence with Accessory Apartment
4. Religious Institution
5. Telephone Communications Facilities
6. Park or Playground
7. Golf Course (public or membership)
8. Nature Preserve or Wildlife Sanctuary
9. Botanical or Zoological Garden
10. Cemetery/Mausoleum
11. Other Designated Community Open Space Area
12. Livestock Facility (except commercial meat production centers)
13. General Agricultural Activities (i.e.) general row crop production, free range Livestock, etc.
14. Forest Production – Including Christmas Trees
15. Fish Hatchery or Preserve

### CONDITIONAL USES:

1. Double-Wide
2. Single-Wide
3. Class “B” Manufactured Home (Meets HUD specifications)
4. Manufactured Home Subdivision
5. Primary Residence and Manufactured Home (provided one unit is owner occupied)
6. Temporary Dependent Care Residences
7. Temporary emergency, construction, and repair residence
8. Home Occupation
9. Bed and Breakfast
10. Commercial
11. Gasoline Service Station
12. Convenience Store with Fuel
13. Convenience Store without Fuel
14. Private or Commercial Horse Stables
15. Wireless Communication Towers (i.e. Cellular Communications)

### USES REQUIRING REVIEW BY THE PC:

1. Elementary or Secondary School
2. College, University or Professional School
3. Library
4. Police Station

**RESIDENTIAL R-30S / UPDATED 1/22/07**

- 5. Fire Station**
- 6. Ambulance Service/Rescue Squad**
- 7. United States Postal Service Facility**
- 8. Electricity, Water, Sewer, and Petroleum Distribution/Collection  
Facilities and Services**

**SPECIAL EXCEPTION USES:**

- 1. Recycling Facilities, Convenience Centers and Resource Recovery Facilities***

**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

---

---

---

---

---

---

---

## **PLANNING STAFF REPORT**

---

### **I. Facts**

#### **A. General Information**

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."

#### **Section 4.1.17 Mini-Warehouses**

##### **Proposed Text:**

Section 4.1.17 - Mini-warehouses.

Due to the need to better integrate mini-warehouses into the fabric of the community, all such uses shall meet the following requirements:

1. Mini-warehousing sites shall be at least two acres but not more than ten acres in size.
2. Lot coverage of all structures shall be limited to 50 percent of the total area.
3. Vehicular ingress/egress shall be limited to one point for each side of property abutting on a street lot line.
4. No business activities conducted by tenants other than rental of storage units shall be permitted on the premises.
5. There shall be no outside storage of materials.
6. All outdoor lighting shall be installed so as not to exceed ten (10) feet in height and shall not shine or reflect directly onto any surrounding properties.
7. A Type 3 buffer yard, as defined in Chapter 12, shall be installed along any street frontage and any property line which abuts a residential district. All plants used to meet the requirements of the Type 3 buffer yard shall be evergreens.
8. When abutting any nonresidential district, a minimum of a Type 1 buffer yard shall be installed.

9. Individual storage units may be used for the storage of goods which are associated with any office, retail, or other business use. However, no business shall be allowed to operate from an individual storage unit.
10. The storage of radioactive materials, explosives, flammable, or hazardous chemicals shall be prohibited.
11. No parking spaces or drive aisles are allowed in any required side or rear yard.
12. The minimum drive aisle width shall be 24 feet in width and the entrance shall be setback a minimum of 75 feet from the right-of-way or easement line of the street from which the site has access.
13. The entrance to the site shall have a gate. The gate shall be setback a minimum of 75 feet from the right-of-way or easement line of the adjacent street. This space is required to allow for one (1) tractor trailer and one (1) automobile to be stacked while waiting to open the front gate.
14. The storage of vehicles on a temporary basis is only allowed to the rear of all the buildings on site.

**Old Text:**

**Section 4.1.17 - Mini-warehouses.**

Due to the need to better integrate mini-warehouses into the fabric of the community, all such uses shall meet the following requirements:

1. Mini-warehousing sites shall be at least two acres but not more than ten acres in size.
2. Lot coverage of all structures shall be limited to 50 percent of the total area.
3. Vehicular ingress/egress shall be limited to one point for each side of property abutting on a street lot line.
4. No business activities conducted by tenants other than rental of storage units shall be permitted on the premises.
5. There shall be no outside storage of materials.
6. None of the side walls of the structure shall be over 12 feet in height.
7. All outdoor lighting shall be installed so as not to exceed ten (10) feet in height and shall not shine or reflect directly onto any surrounding properties.

8. A Type 3 buffer yard, as defined in Chapter 12, shall be installed along any street frontage and any property line which abuts a residential district. All plants used to meet the requirements of the Type 3 buffer yard shall be evergreens.
9. When abutting any nonresidential district, a minimum of a Type 1 buffer yard shall be installed.
10. Individual storage units may be used for the storage of goods which are associated with any office, retail, or other business use. However, no business shall be allowed to operate from an individual storage unit.
11. The storage of radioactive materials, explosives, flammable, or hazardous chemicals shall be prohibited.
12. No parking spaces or drive aisles are allowed in any required side or rear yard.
13. The minimum drive aisle width shall be 24 feet in width and the entrance shall be setback a minimum of 75 feet from the right-of-way or easement line of the street from which the site has access.
14. The entrance to the site shall have a gate. The gate shall be setback a minimum of 75 feet from the right-of-way or easement line of the adjacent street. This space is required to allow for one (1) tractor trailer and one (1) automobile to be stacked while waiting to open the front gate.
15. The storage of vehicles on a temporary basis is only allowed to the rear of all the buildings on site.

## **II. Findings**

In the last year, we have had inquiries about indoor (2 story) climate controlled mini-warehouses. The Lancaster County Planning Department and the Lancaster County Zoning Department have informed potential mini-warehouse clients the conditions that are required. The conditions for mini-warehouses were written in 1998 when indoor climate controlled mini-warehouses were not in existence. One of the existing conditions states "None of the side walls of the structure shall be over 12 feet in height". We had one applicant that requested a variance from the Board of Zoning Appeals and they were denied by the Board. The BZA board believes that there should be a text amendment to delete the condition from the Unified Development Ordinance because they do not believe there is a hardship to grant the variance. Staff believes that this text amendment should be approved to delete a regulation that is not compatible with today's design of modern mini-warehouses. The Lancaster County Planning Department checked with the York County Zoning Administrator and they do not have this condition as a requirement.

Kenneth Cauthen, Zoning Administrator also stated that the height requirement in a B-3 is allowed for more than 12 feet. Basically the maximum building height limitation for B-3 is 50 feet; I-2 is 60 feet, and all other zoning districts are 35 feet.

Mini-Warehouses are allowed as a conditional use in R-45A, R-45B, B-3, I-1 and I-2 zoning districts.

### **III. Recommendation of the Planning Department**

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

LANCASTER COUNTY  
SOUTH CAROLINA

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

Do Not Write In This Box

Application No. UDO-TA-015-001 Date Received \_\_\_\_\_ Fee Paid \_\_\_\_\_

1. The application is for amendment to the: (check one)

District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)

Ordinance Text (fill in items # 8 & 9 only)

2. Give either exact address or tax map reference to property for which a district boundary change is requested: \_\_\_\_\_

3. How is this property presently designated on the map? \_\_\_\_\_

4. How is the property presently being used? \_\_\_\_\_

5. What new designation or map change do you purpose for this property? \_\_\_\_\_

6. What new use do you propose for the property? \_\_\_\_\_

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

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

8. If this involves a change in the Ordinance text, what section or sections will be affected? Ch. 4, Section 4.1.17 Mini-warehouses

9. Explanation of and reasons for proposed change: To delete subsection 6 - "None of the side walls of the structure shall be over 12 feet in height."  
(use back of form if additional space is needed)

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

APPLICANT'S NAME (PRINT)  
Zoning Administrator

ADDRESS:  
P.O. Box 1809  
LANCASTER, SC 29721

Phone: 803-416-9777

[Signature]  
SIGNATURE