

# LANCASTER COUNTY PLANNING COMMISSION

April 21, 2015  
6:30 PM  
Lancaster Co.  
Adm. Bldg.,  
Room 224  
(803) 285-6005

<b>Type of meeting:</b>	<b>General Business Meeting</b>	<b>Facilitator:</b>	<b>Planning Staff</b>
<b>Clerk:</b>	<b>Judy Barrineau</b>		
<b>Please read:</b>	<b>Agenda Packet</b>		
<b>Please bring:</b>	<b>Agenda Packet &amp; UDO</b>		
Call To Order		Chairman	
Roll Call		Chairman	
Approve Agenda		Chairman	
Citizen's Comments		Chairman	
Approval of Minutes – March 05, 2015 Workshop Minutes, February 17, 2015 Regular Minutes and March 17, 2015 Regular Minutes		Chairman	
Chairman's Report		Chairman	
Director's Report		Penelope Karagounis	
<p><b>RZ-015-005</b> – Rezoning application of Mr. Russ Sinacori to apply the Cluster Subdivision Overlay District (CSOD) floating zone to ± 164.5 acres located near the intersection of Harrisburg Road and Barberville Road. The property is currently zoned R-15P and is proposed to be rezoned to R-15P with the CSOD designation. {Public Hearing} pgs. 1-40  <b>TMS No. 0004-00-002.00, 0004-00-001.00, 0003-00-040.06, 0003-00-040.04, 0003-00-040.02, 0003-00-040.09, and a portion of 0003-00-040.00.</b></p>		Alex Moore	
<p><b>DA-015-001</b> – Sinacori Builders, LLC (Covington Development) has submitted an application to enter into a development agreement with Lancaster County. The site is located near the intersection of Harrisburg Road and Barberville Road (adjoining the NC/SC state line (Tax Map 3, Parcels portion of 40, 40.02, 40.04, 40.06 and 40.09 and Tax Map 4, Parcels 1 and 2). The site contains +/- 164.5 acres. The development uses proposed on the property are traditional single-family residential and active adult single-family. The current zoning of the property is R-15P, Moderate Density Residential/Agricultural Panhandle District. The applicant has also applied for a rezoning to R-15P, with a Cluster Subdivision Overlay District. {Public Hearing} pgs. 41-82</p>		Alex Moore	
<p><b>RZ-015-007</b> – Rezoning application of Mr. Jerry Catledge to rezone ±0.75 acres from R-15, Moderate Density Residential/Agricultural District <u>To</u> R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District. The applicant is proposing the addition of a manufactured home to the property in order to care for his mother. {Public Hearing} pgs. 83-99  <b>TMS No. 81I, Block A, Parcel 3</b></p>		Nick Cauthen	
<p><b>RZ-015-008</b> – Rezoning application of Lancaster Real Estate Group, LLC to rezone ±77.09 acres of property to B-3, General Commercial District for the purpose of constructing office buildings and related amenities. These properties will be incorporated into the Red Ventures campus. {Public Hearing} pgs. 100-139 <b>TMS No. 0005-00-105.00, 0005-00-107.00, 0005-00-108.00, 0008-00-014.00, 0003-00-040.02 and 0008-00-030.00</b></p>		Alex Moore	
<b>New Business:</b> Duplicate Road Names		Charles Deese	
<b>Old Business:</b> CE Class – Orientation Part 2 – COG, April 30, 2015 6-9pm			

# Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

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Telephone (803) 285-6005

Fax (803) 285-6007

## Memo

**To:** Lancaster County Planning Commission Members  
**From:** Penelope G. Karagounis, Lancaster County Planning Director  
**Date:** April 13, 2015  
**Re:** Director's Report for the April 21, 2015 Planning Commission meeting

## Message:

Our first UDO Review Committee will be held on Tuesday, April 14, 2015 in the County Council Chambers. The members of the UDO Review Committee are Charles Deese, Jerry Holt, Tommy Dabney, Steve Willis, Kenneth Cauthen, and I. In May, I will provide an update of the meeting to the entire Planning Commission.

The Development Review Committee has three new cases for Tuesday, April 28, 2015 starting at 9:00 a.m. The cases are Morningstar Storages near Highway 521 and Marvin Road, a second time meeting on the Flex-Office Space project next to Transformation Church, and a new townhome application called RoseGlen located next to the Rosemont Planned Development District on Highway 160. We also have scheduled a DRC meeting on Tuesday, May 12, 2015 at 9:00 a.m. for Zaxby's in the Carolina Commons shopping center outparcel.

Staff is continually working with Kara Drane, Catawba Regional Council of Government throughout the month of April with the rewrite of the Unified Development Ordinance. The Planning staff will have a discussion item about a possible moratorium on only new rezoning applications at the Infrastructure and Regulation Committee meeting on Tuesday, May 12, 2015 at 3:00 p.m. We will discuss this proposal at your Thursday, May 7, 2015 Planning Commission Workshop at 5:00 p.m.

Please note in your calendars of a tentative joint meeting with the City of Lancaster Planning Commissioners and the Lancaster County Planning Commissioners for Thursday, May 7, 2015 at 6:00 p.m. Chris Nunnery, Public Safety Communications Director and Trish Hinson, 911 Addressing Coordinator will give a presentation about duplicate road names in the County and City.

I would also like to Thank the Commissioners and Staff that attended the 1<sup>st</sup> Orientation Class for new members in Rock Hill on Thursday, April 9, 2015. Just a friendly reminder that the 2<sup>nd</sup> Orientation meeting in Rock Hill is on Thursday, April 30, 2015. I believe for this orientation class only Sheila Hinson and James Barnett must attend. Any questions concerning continuing education classes can be referred to myself or Judy Barrineau, Administrative Assistant.

Thank you.

**RZ-015-005** – Rezoning application of Mr. Russ Sinacori to apply the Cluster Subdivision Overlay District (CSOD) floating zone to ± 164.5 acres located near the intersection of Harrisburg Road and Barberville Road. The property is currently zoned R-15P and is proposed to be rezoned to R-15P with the CSOD designation. {Public Hearing} pgs. 1-40

TMS No. 0004-00-002.00, 0004-00-001.00, 0003-00-040.06, 0003-00-040.04, 0003-00-040.02, 0003-00-040.09, and a portion of 0003-00-040.00.

*Alex Moore*

**PLANNING STAFF REPORT: RZ-015-005**  
**APPLICANT: MR. RUSS SINACORI (SINACORI BUILDERS)**

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**I. FACTS**

A. GENERAL INFORMATION

**Proposal:** This is the rezoning application of Mr. Russ Sinacori to apply the Cluster Subdivision Overlay District (CSOD) floating zone to ± 164.5 acres located near the intersection of Harrisburg Road and Barberville Road. The property is currently zoned R-15P and is proposed to be rezoned to R-15P with the CSOD designation.

**Property Location:** The properties which are proposed to be rezoned are located near the intersection of Harrisburg and Barberville Road in Lancaster County, SC and abut the North Carolina/South Carolina State Line.

**Legal Description:** TMS No. 0004-00-002.00, 0004-00-001.00, 0003-00-040.06, 0003-00-040.04, 0003-00-040.02, 0003-00-040.09, and a portion of 0003-00-040.00.

**Zoning Classification:** R-15P, Moderate Density Residential/Agricultural Panhandle District.

**Voting District:** District 7, Brian Carnes

B. SITE INFORMATION

**Site Description:** The parcels that comprise this rezoning application are located in the panhandle area of Lancaster County and immediately adjacent to the North Carolina/South Carolina state line. Clem's Branch traverses the site resulting in approximately one-third of the subject property south of the stream and two-thirds on the north side of the stream.

C. VICINITY DATA

**Surrounding Conditions:** The parcels that are included within this rezoning application are surrounded by the following immediately adjacent zoning districts: Adjacent parcels to the **SOUTH** are zoned R-15P Moderate Density Residential/Agricultural Panhandle District. Adjacent parcels to the **EAST** (Mecklenburg County) are zoned R-5 (CD) which permits a density of five units per acre. Adjacent parcels to the **NORTH** are zoned R-15P. Adjacent parcels to the **WEST** are zoned R-15P and R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District.

D. EXHIBITS

1. Rezoning Application
2. Tax Inquiry Sheet
3. Vicinity Map
4. RZ-015-005 Cluster Subdivision Overlay District Schematic Plan
5. Lancaster County Future Land Use Map-Panhandle Area
6. Lancaster County Future Land Use Map-Zoomed Panhandle Area with Transparent Land Use Layer

**II. FINDINGS**

CODE CONSIDERATIONS

The **R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT** is designed to accommodate single-family residential developments (not including manufactured homes) in the northern part of the panhandle. This zoning district will allow residential uses and related residential uses such as religious institutions, fire stations, etc. The maximum density allowed in this zoning district is 1.5 dwelling units per acre (1.5 DU/AC). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet. The availability of water and or sewer shall not change: (1) the maximum density allowed; (2) the minimum lot size, and (3) the minimum lot width from what is stated above.

The **CLUSTER SUBDIVISION OVERLAY DISTRICT (CSOD)** is a residential development district designed to offer an alternative to traditional subdivision design, with the primary purpose being to encourage open space in exchange for a reduced lot size. Cluster subdivisions shall be designed using a site planning technique that concentrates buildings and structures to the most buildable areas of a site, in order to preserve the remaining area as open space for recreation and preservation of significant site features. Reductions below the minimums otherwise required by the UDO for lot area, lot width, and setbacks are allowed within a CSOD, and such reductions are only permissible within a CSOD. By preserving open space, a cluster subdivision will provide another tool by which the County shall preserve its rural character. The techniques used to concentrate buildings may include, but shall not be limited to, reduction in lot area, minimum setback requirements, and minimum lot width. The maximum number of dwelling units allowed per acre for a cluster subdivision shall not exceed the maximum for the residential use district in which it is located. Cluster subdivisions are permitted in low to moderate density single-family residential districts (R-30, R-30P, R-15, and R-15P) and are subject to certain provisions. Cluster subdivisions are not permitted in any residential district in which multiple-family developments or manufactured homes are allowed.

### III. CONCLUSIONS

As many of you know, this site was previously entitled under the provisions of the Lancaster County CSOD by M/I Homes in 2014. This project was known as Southstone. However, per the requirements of the approved development agreement, the property was not conveyed to the developer. Thus, the rezoning approval granted by Lancaster County Council was voided.

The parcels that are included within this rezoning application are surrounded by the following immediately adjacent zoning districts: Adjacent parcels to the **SOUTH** are zoned R-15P. Adjacent parcels to the **EAST** (Mecklenburg County) are zoned R-5 (CD) which permits a density of five units per acre. Adjacent parcels to the **NORTH** are zoned R-15P. Adjacent parcels to the **WEST** are zoned R-15P and R-15S.

The current surrounding land uses include single family residential and undeveloped land. The BridgeHampton single-family residential subdivision is located to the south of the subject site. The portion of BridgeHampton within Lancaster County consists of 262 lots on 133.9 acres for a density of 1.95 DU/AC. The BridgeHampton subdivision was approved by Lancaster County in 1998.

As noted at the Planning Commission workshop on Thursday April 2<sup>nd</sup>, the area of Clem's Branch adjacent to the state line was the site of a Revolutionary War camp in 1780. It is Planning Staff's desire that this area be saved and incorporated into the required CSOD open space on this site. After submittal of the CSOD Preliminary Plan, the Planning Commission will hold a public hearing at a later date for the proposed Covington Preliminary Plan. This matter will be further discussed at that time.

The future land use map designates this portion of Lancaster County as *Neighborhood Mixed Use*. Per the Lancaster County Comprehensive Plan, the *Neighborhood Mixed Use* category seeks to encourage walkable neighborhoods.

Walkability is a key provision of the Lancaster County Cluster Subdivision Overlay District. At minimum sidewalks must be installed on one side of all local streets and on both sides of arterial and collector streets. Staff would also like to note that sidewalks will be required on Barberville Road and Harrisburg Road via the Development Agreement. The purpose of this will be to meet the goal of Neighborhood Mixed Use walkability. Additionally, all open space within the CSOD must be accessible to pedestrians. Planning Staff also anticipates that the project site will support pedestrian paths within open space areas. An optimal Preliminary Plan would connect these pedestrian paths into the Revolutionary War era campsite location.

A traffic improvement analysis (TIA) was prepared for this site per the requirements of the Lancaster County CSOD Ordinance. The current project proposed by the applicant maintains the same number of lots that was proposed within the former Southstone project. The TIA, which was prepared by Sprague and Sprague Consulting Engineers, recommends that left turn lanes with 150 feet of storage be constructed on Barberville

and Harrisburg Roads respectively. The TIA further recommends that right turn lanes with 100 feet of storage should be provided at the project egress points. SCDOT has concurred with these recommendations.

Review of the road network within the proposed Covington CSOD will occur during the Lancaster County Development Review Committee (DRC) phase. Lancaster County Fire Service plays a key role within the DRC process. Any comments by Lancaster County Fire Service mandating that the project have additional emergency ingress/egress point(s) will be supported by Lancaster County Planning Staff.

At present the schematic plan does not address the issue of internal connectivity with respect to emergency services. Specifically there is concern with the collector road which serves Villages 1, 2, 3 and 4. With it there exists the potential that emergency services will not be delivered in a timely manner if the road becomes impassable. This situation would obviously also hinder resident ingress and egress.

The developer is aware that Lancaster County Staff has trepidation regarding negative outcomes which could result if this road becomes blocked, damaged or unusable. This situation must be addressed during the Preliminary Plan process before approval is granted.

#### **IV. RECOMMENDATION**

Placing the CSOD designation on the properties within this rezoning application mandates open space and additional design standards than would not be required with the underlying R-15P zoning district alone. These provisions will be applied to the forthcoming Covington Preliminary Plan. Rezoning the subject properties to R-15P with a CSOD should result in a residential subdivision that will preserve significant environmental and historical site features.

Based on the findings of this rezoning application, Planning Staff advises that the Lancaster County Planning Commission recommend **APPROVAL** of RZ-015-005.

## LANCASTER COUNTY

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

Do Not Write In This Box		
Application#	Date	Paid
RZ-015-005	3/215	✓

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: 0004-00-002.00, 0004-00-001.00, 0003-00-040.06, 0003-00-040.04, 0003-00-040.02, 0003-00-040.09, and portion of 0003-00-040.00
3. How is this property presently designated on the map? R15P
4. How is the property presently being used? Vacant & Single Family
5. What new designation or map change do you purpose for this property? Rezone to R-15P CSOD
6. What new use do you propose for the property? Single-Family Residential & Amenity Center

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

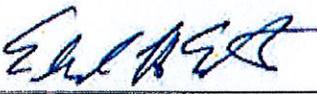
7. Does the applicant own the property proposed for this change?  YES  NO If no, give the name and address of the property owner and attach notarized letter from property owner:  
see attached - Property Owner Names & Addresses  
see attached - Petitioner Joinder Agreements (7)
8. If this involves a change in the Ordinance text, what section or sections will be affected? n/a
9. Explanation of and reasons for proposed change: property to be developed as a master planned single-family residential community  
(attach another page if additional space is needed)
10. Applicant's can request a 5 minute PowerPoint presentation at County Council to be given during the ordinance reading time and at 1<sup>st</sup> reading only. You will be allowed 5 slides or less. This information must be given to the Clerk to Council by the Friday prior to the Monday Council meeting. Please check the appropriate box to indicate whether or not you will be giving a PowerPoint presentation.  YES  NO

*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)  
Russ Sinacori / Sinacori Builders

ADDRESS:  
P.O. Box 471785  
Charlotte, NC 28247

Phone:

  
SIGNATURE

RECEIVED  
3-2-15

Lancaster County Rezoning to R-15- CSOD (Cluster Overlay)

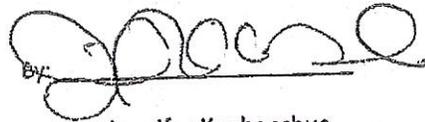
Petitioner Joinder Agreement

The undersigned, as the owner of the parcel of land located on Barberville Road in Lancaster County, South Carolina that is designated as Parcel Identification Number 0003-00-040.00 on the Lancaster County Tax Map and which is the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent the rezoning of the Parcel to R-15 with Cluster Overlay, as part of this rezoning application

This 19<sup>th</sup> day of February 2015

By: 

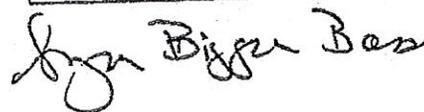
Michael Knabenshue

By: 

Jennifer Knabenshue



SUZANN BIGGERS BASS  
Notary Public, State of South Carolina  
My Commission Expires Jan. 13, 2025



RECEIVED  
3-2-15

Lancaster County Rezoning to R-15 - CSOD (Cluster Overlay)

Petitioner Joinder Agreement

The undersigned, as the owner of the parcel of land located on Barberville Rd in Lancaster County, South Carolina that is designated as Parcel Identification Number 0003-00-040.06, on the Lancaster County Tax Map and which is the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent the rezoning of the Parcel to R-15 with Cluster Overlay, as part of this rezoning application.

This 25 day of February 2015

By:  Trustee  
Amanda P. Almond - Trustee  
Name: Mamie B Patterson Revocable LI  
% Patterson Mamie B

County of Lancaster  
State of SOUTH CAROLINA  
The foregoing instrument was acknowledged  
before me this 25 day of February  
2015, by  
Amanda Almond  
(name of person seeking acknowledgement)

Notary Public  
My commission expires: My Commission Expires August 21, 2024



RECEIVED  
3-2-15

Lancaster County Rezoning to R-15 - CSOD (Cluster Overlay)

Petitioner Joinder Agreement

The undersigned, as the owner of the parcels of land located on Barberville Rd in Lancaster County, South Carolina that is designated as Parcel Identification Numbers 0003-00-040.04 and 0003-00-040.02, on the Lancaster County Tax Map and which is the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent the rezoning of the Parcel to R-15 with Cluster Overlay, as part of this rezoning application.

This 23 day of February 2015

By: Janice Patterson Poston

Name: Poston Janice Patterson

Janice Patterson Poston signed this document in my presence on the 23 day of February 2015.

Ashley Vacher

Ashley Vacher  
Notary Public State of South Carolina  
My Commission Expires 9-10-2019

# Exhibit 1

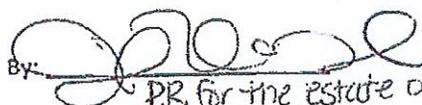
RECEIVED  
3-2-15

Lancaster County Rezoning to R-15 - CSOD (Cluster Overlay)

Petitioner Joinder Agreement

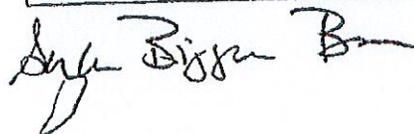
The undersigned, as the owner of the parcel of land located on Barberville Rd in Lancaster County, South Carolina that is designated as Parcel Identification Number 0003-00-040.09, on the Lancaster County Tax Map and which is the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent the rezoning of the Parcel to R-15 with Cluster Overlay, as part of this rezoning application.

This 19<sup>th</sup> day of February 2015

By:   
P.R. for the estate of Shirley Mackenzie  
Name: Mackenzie Shirley Patterson  
Jennifer Krabenshue



SUZANN BIGGERS BASS  
Notary Public, State of South Carolina  
My Commission Expires Jan. 13, 2025



RECEIVED  
3-2-15

Lancaster County Rezoning to R-15- CSOD (Cluster Overlay)

Petitioner Joinder Agreement

The undersigned, as the owner of the parcel of land located on Barberville Road in Lancaster County, South Carolina that is designated as Parcel Identification Number 0004-00-002.00 on the Lancaster County Tax Map and which is the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent the rezoning of the Parcel to R-15 with Cluster Overlay, as part of this rezoning application

BY: W F Uhlk

Name: Sauer Properties, Inc.

State of Virginia  
City  
County of: Richmond

I, Marsha Stakes, a Notary Public for Henrico County, \_\_\_\_\_, do hereby certify that W. F. Uhlk personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25<sup>th</sup> day of February, 2015.

Marsha Stakes  
Printed Name

Seal

Marsha Stakes  
Notary Signature  
My commission expires: 8/31/2016

RECEIVED  
3-2-15

Lancaster County Rezoning to R-15 - CSOD (Cluster Overlay)

Petitioner Joinder Agreement

The undersigned, as the owner of the parcel of land located on Barberville Road in Lancaster County, South Carolina that is designated as Parcel Identification Number 0004-00-001.00, on the Lancaster County Tax Map and which is the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent the rezoning of the Parcel to R-15 with Cluster Overlay, as part of this rezoning application.

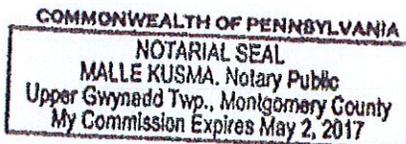
This 15 day of February 2015

By: *Bennett J. Korman*

Name: ACTS Retirement Life Community

Kenneth J. Karmeris  
Vice President Real Estate Services  
ACTS Retirement-Life Communities, Inc

*Malle Kusma 2/15/15*



## Sinacori Homes

### Barbersville Road Site

#### Property Owner Names & Addresses

PIN 0004-00-001.00  
ACTS RETIREMENT-LIFE COMMUNITY  
P.O. BOX 90  
WEST POINT, PA 19486-0090

PIN 0004-00-002.00  
SAUER PROPERTIES INC  
2000 W BROAD ST  
RICHMOND, VA 23220-0000

PIN 0003-00-040.09  
MACKENZIE SHIRLEY PATTERSON  
10800 BARBERVILLE RD  
INDIAN LAND, SC 29707-0000

PIN 0003-00-040.02  
POSTON JANICE PATTERSON  
10786 BARBERVILLE RD  
INDIAN LAND, SC 29707-0000

PIN 0003-00-040.04  
POSTON JANICE PATTERSON  
10786 BARBERVILLE RD  
INDIAN LAND, SC 29707-0000

PIN 0003-00-040.06  
MAMIE B PATTERSON REVOCABLE LI  
\\% PATTERSON MAMIE B  
10858 BARBERVILLE RD  
INDIAN LAND, SC 29707-0000

PIN 0003-00-040.00  
KNABENSHUE MICHAEL R & JENNIFE  
10858 BARBERVILLE RD  
INDIAN LAND, SC 29707-0000

# Exhibit 1

RECEIVED  
3-2-15



## 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 2/16/15 and serves as written notice to the owner of record of the following property: Barberville Rd Parcel #0003-00-040.00 (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.

[Signature]  
Signature

Amenda P. Almond, Trustee  
Printed Name

2/16/15  
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



RECEIVED  
3-2-15

## 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 Feb. 16, 2015 and serves as written notice to the owner of record of the following property: 0003.00-040.04 0003.00-040-02 (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.

Janice Paterson Pastor  
Signature

JANICE PATERSON PASTOR  
Printed Name

Feb 16 2015  
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 1143100v1



## 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 February 19, 2015 and serves as written notice to the owner of record of the following property: 0003-00-040.09, 0003-00-040.00 (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.

[Signature] Personal Rep for  
Signature the estate of  
Jennifer Krabershue Shirley Mackenzie  
Printed Name  
2/19/15  
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

RECEIVED  
3-2-15



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 Feb 18, 2015 and serves as written notice to the owner of record of the following property: 0004-00-002.00 (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.

Bradford R. Sauer  
Signature V.P. - Sauer Properties, Inc.

BRADFORD R. SAUER  
Printed Name

February 18, 2015  
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

RECEIVED  
3-2-15



## 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 2/16/15 and serves as written notice to the owner of record of the following property: 0004-00-001.00 (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.

Kenneth J. Kremenis  
Signature

KENNETH J. KREMENIS  
Printed Name

2/16/15  
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 11-43130-1

**Sinacori Builders LLC**  
10100 Park Cedar Dr. Suite 166  
Charlotte, NC 28210  
Ph 704-543-7474 Fax 704-540-8488

RECEIVED  
3-2-15

## Exhibit 1

---

Ms. Debbie Hardin  
Clerk to Lancaster County Council  
101 N. Main Street, 2<sup>nd</sup> Floor  
Lancaster, South Carolina 29721

March 2, 2015

Re: *Sinacori Builders LLC -- Request for Entry of Development Agreement for Covington*

Dear Ms. Hardin:

Following our company's submission of a draft development agreement to Lancaster County officials on February 27, 2015, enclosed is a hard copy of the proposed agreement together with our company's check dated February 25 in the sum of \$3,508.50 representing the development agreement processing fee for this request. This fee is based upon approximately 140.34 acres of highlands included within the proposed project. This proposed development agreement contains the information required by the Lancaster County development agreement ordinance. This request is related to a rezoning application being filed today with Lancaster County requesting that the Covington development property be rezoned to 15P, with a Cluster Subdivision Overlay, all as more fully stated in the company's rezoning application.

The proposed development agreement is patterned after a similar development agreement approved by Council and executed by Lancaster County for this same property on or about July 29, 2014. The prior developer did not close on its planned purchase of the property. Sinacori's proposed agreement is substantially the same as the prior development agreement for this property, with a handful of changes related to the Sinacori project and the new schedule.

We look forward to working with Lancaster County on this project and will appreciate its favorable consideration. Please do not hesitate to contact me if there are any questions.

Thank you very much.

Sincerely yours,



Ed Estridge, President

cc: Mr. Steve Willis (w/enclosures)  
Ms. Penelope Karagounis (w/enclosures)  
Mr. John Weaver (w/enclosures)  
Mr. Mike Ey (w/enclosures)

---

**Sinacori Builders LLC**



March 9, 2015

RE: **Neighborhood Meeting - Rezoning Petition**  
**Project: Covington**  
**Rezoning Request R-15P to R-15P/Cluster Overlay**

Dear Neighbor:

Sinacori Builders, a reputable developer/builder in the Charlotte and Lancaster County area, invites you to a Neighborhood Meeting to share their development plans for "Covington". The current development plans are for a 164-acre, upscale, single-family cluster residential subdivision. The proposed development is located at the southeast corner of Barberville Road and Harrisburg Road.

Please join us to hear more about this project:

**Neighborhood Meeting Location:**

Harrison United Methodist Church  
Plummer Education Building (100)  
Multipurpose Room (Second Floor)  
15008 Lancaster Highway  
Pineville, NC 28134

**Date & Time:**

Thursday, March 19, 2015  
Meeting begins promptly at 6:00PM until 7:15PM

Please find the enclosed map and directions to the meeting. Thank you in advance for your interest and participation. We look forward to meeting you and sharing more information about this exciting new residential project. Should you have any questions or need additional information, please do not hesitate to contact Peter Tatge/ESP Associates at (803) 802-2440.

Cordially,

A handwritten signature in blue ink, appearing to read 'Ed Estridge', is written over a light blue circular stamp.

Ed Estridge, President  
Sinacori Builders

**Rec**

WWW.SINACORIHOMES.COM  
704.543.7474  
PO BOX 471785  
CHARLOTTE, NC 28247

Alex,

I received a phone from Rebecca Pietro about concerns for Conington. She lives in Bridgeton and her back yard is not affected as much as her neighbors. They were not impressed with Smacori and have some concerns. I told her to send us both an email - since I talked to her on the phone. She will tell her neighbors to send emails to you to include in packet. I told her we need this by April 3rd - since packet won't be complete by then.

I told her how the 50 perimeter buffer was along public street of the rear section did not have it near these houses. She would like to see the existing trees remained. I explained to her how this is only the rezoning application with schematic plan. I explained to her that a DDC & Preliminary Plan would be submitted after the rezoning. I gave her info about D. Agreement of the process with Infrastructure & Regulation Committee.

**FILE COPY**

Penelope

**Exhibit 1**

## Alex J. Moore

---

**From:** Rebecca Pietro <rebapietro@aol.com>  
**Sent:** Monday, March 30, 2015 12:29 AM  
**To:** Alex J. Moore  
**Cc:** Penelope Karagounis  
**Subject:** Covington Project Neighborhood Meeting Feedback and Request

Alex,

Hello. I hope that you are doing well. We have spoken a couple of times regarding the Covington project. I attended the neighborhood meeting and representatives from both ESP and Sinacori Homes were present. The meeting was very informal and no formal presentation was given and lacked vision in my opinion in trying to attain support from the surrounding neighbors.

As a homeowner living in Bridgehampton, I would like to request that the planning committee to please consider requiring as much of a buffer as possible between the two communities. It does appear that this is on the plan attached on the web site but during the discussion when we asked about this, there didn't seem to be a firm commitment to honor this unless required. Also, I would like to request that the plan also include leaving as much of the tree line as possible that is existence today.

As one of the property owners where the easement is, I have seen ESP marked trucks parked on the easement, street and even in our back yard. I wanted to make you aware that when I asked about it after the meeting they denied doing so and that they hadn't ever been that way. However, I called them twice when parked in our yard and they moved the trucks as requested but had to call more than once. The easement is only for the Charlotte Mecklenburg Utilities to access the lift station. There is no reason for them to use it and if the project plans are approved, I want to be sure it is clear that they are not to use it to access the developing property or bring their trucks though there, etc. They should utilize the access they have from Harrisburg road.

I do plan to attend the meeting on April 21st. If you have any questions or want to discuss further my thoughts or observations please let me know. I spoke also to Penelope the Friday after the meeting and want to thank you both for all of your help, input and support with my questions.

Thanks,  
Rebecca Pietro  
26251 Camden Woods Drive  
803-396-8716

Sent from my iPad

## Alex J. Moore

---

**From:** Alex J. Moore  
**Sent:** Monday, March 30, 2015 1:23 PM  
**To:** 'Rebecca Pietro'  
**Cc:** Penelope Karagounis  
**Subject:** RE: Covington Project Neighborhood Meeting Feedback and Request

Rebecca,

Thank you for the information.

I encourage you to attend the public hearing on Tuesday April 21st at 6:30 PM.

This is the rezoning phase of this project. The Planning Commission will make a recommendation on the proposed rezoning and then it will go to County Council for three readings.

If the property is successfully rezoned to allow the Cluster Subdivision Overlay District then they will have to get a Preliminary Plan approved by the Planning Commission. That will occur later.

What they have submitted to us thus far is only a bubble plan for the rezoning application. The plan showing proposed lot lines, etc will be submitted with their Preliminary Plan Application. This is when we will have the opportunity to recommend changes to the plan such as buffering.

Let me know if you have any questions.

Thanks...

Alex J. Moore, AICP  
Planner II  
Lancaster County Planning Department  
101 N. Main Street  
PO Box 1809  
Lancaster, SC 29721  
Phone: (803) 285-6005  
Fax: (803) 285-6007

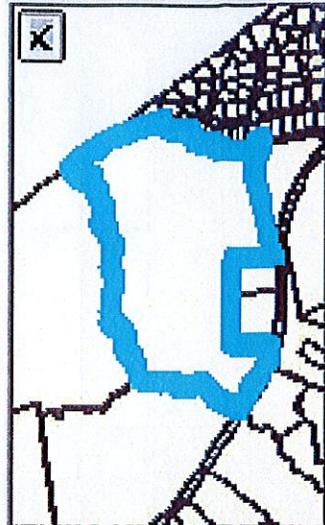
**CONFIDENTIALITY NOTICE:** This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, restricted and/or legally privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Lancaster County. Finally, the recipient should check this email and any attachments for the presence of viruses. Lancaster County accepts no liability for any damage caused by any virus transmitted by this email.

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

Add  Mod  Del  Save  Cancel  
 Indexed By  Parcel ID  Card #



No Picture Available



No Sketch Available

**Parcel ID: 0004-00-002.00**  
 Account: 366  
 Sticker #:   
 Location: STATE LINE Lancaster  
 Land Use: QUSE - QualAg  
 Owner #1: SAUER PROPERTIES INC  
 Card: 1/1  
 District: 01 - County  
 Ent. Parcel Area: 53.93 - AC  
 Neigh: 01 - 01  
 Own Type:

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	53.930	53.930	
Full Market Value:	1,894,236	1,894,236	
Full Land Value:	1,894,236	1,894,236	
Building Value:			
Yard Items:			
Land Value:	6,579	6,579	
Total Value:	6,579	6,579	
Assessed Value:	263	263	
Capped Total:	1,894,236	1,894,236	Reval / Market 01

**Sales Information**  
 Grantor: SAUER PROPERTIES INC  
 Sale Price: 100  
 Sale Date: 8/4/1987  
 Legal Ref: G007-1150  
 Validity:  
 Sold/Vacant: No

Office Notes  Notes

Add Mod Del Save Cancel  
 Indexed By Parcel ID Card #



Parcel ID: 0004-00-002.00 Card: 1 of 1 Location: STATE LINE Lancaster Cost - \$6,579

Current Owner Prior Owner ID/Factors/Taxes

Current Ownership

Title	Last Name	First Name	Res ex	% Own	Type
#1:	SAUER PROPERTIES INC		<input type="checkbox"/>		
#2:			<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

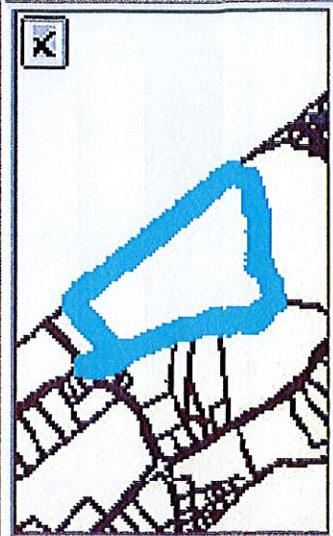
Street #1: 2000 W BROAD ST Home Phone: Fill  
 Street #2: List Cell Phone:  
 City/Town: RICHMOND, Work Phone: Verify  
 Province/State: VA Postal: 23220-0000 Email: Verify

Country: Account Type: Separate Bill:   
 D.O.B.: MM/DD/YYYY Legal Reference: Valid Owner:   
 Owner Occupied: Sale Date: 8/4/1987 Owner Lookup Number: 239 Private Info:

Sales Exemptions More Owners Other Parties  
 Open 3/5/2015 10:26 AM 366 QuickList

Indexed By: \_\_\_\_\_ Parcel ID: \_\_\_\_\_ Card #: \_\_\_\_\_

No Picture Available



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**Parcel ID: 0004-00-001.00** Card: 1/1

Account: 365 District: 01 - County

Sticker #: Ent. Parcel Area: 79.059 - AC

Location: STATE LINE Lancaster Neigh: 01A - 01A

Land Use: NLN - LandOnly

Owner #1: ACTS RETIREMENT-LIFE COMMUNITY Own Type:

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	79.050	79.050	
Full Market Value:	2,721,500	2,721,500	
Building Value:			
Yard Items:			
Land Value:	2,721,500	2,721,500	
Total Value:	2,721,500	2,721,500	
Assessed Value:	163,290	163,290	
Capped Total:	2,721,500	2,721,500	

Reval / Market 01

**Sales Information**

Grantor: YAGER DEXTER R SR Validity: 0

Sale Price: 3,249,757

Sale Date: 1/12/2001 Sold Vacant: No

Legal Ref: 0106-0333

Office Notes  Notes

## Exhibit 2

No Sketch Available

Add Mod Del Save Cancel Indexed By  Parcel ID  Card #

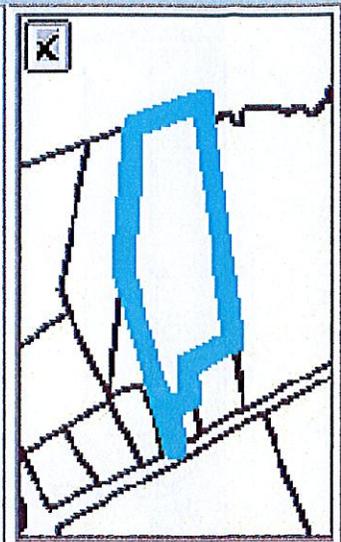
Parcel ID: 0004-00-001.00 Card: 1 of 1 Location: STATE LINE Lancaster Cost - \$2,721,500

Current Owner		Prior Owner		ID/Factors/Taxes																									
<p>Current Ownership</p> <table border="1"> <thead> <tr> <th>Title</th> <th>Last Name</th> <th>First Name</th> <th>Res ex</th> <th>% Own</th> <th>Type</th> </tr> </thead> <tbody> <tr> <td>#1:</td> <td>ACTS RETIREMENT-LIFE COMMUNITY</td> <td></td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>#2:</td> <td></td> <td></td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>#3:</td> <td></td> <td></td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> </tbody> </table>						Title	Last Name	First Name	Res ex	% Own	Type	#1:	ACTS RETIREMENT-LIFE COMMUNITY		<input type="checkbox"/>			#2:			<input type="checkbox"/>			#3:			<input type="checkbox"/>		
Title	Last Name	First Name	Res ex	% Own	Type																								
#1:	ACTS RETIREMENT-LIFE COMMUNITY		<input type="checkbox"/>																										
#2:			<input type="checkbox"/>																										
#3:			<input type="checkbox"/>																										
Street #1:	PO BOX 90	Home Phone:																											
Street #2:		Cell Phone:																											
City/Town:	WEST POINT	Work Phone:																											
Province/State:	PA	Postal:	19486-0090	Email:																									
Country:		Account Type:																											
D.O.B.:	MM/DD/YYYY	Legal Reference:																											
Owner Occupied:		Sale Date:	1/12/2001	Owner Lookup Number:	238																								
Sales		Exemptions		Other Parties																									
Open	3/5/2015	10:27 AM	365	QuickList																									

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Indexed By: \_\_\_\_\_ Parcel ID: \_\_\_\_\_ Card #: \_\_\_\_\_

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Parcel ID: 0003-00-040.06 Card: 1/1  
 Account: 69816 District: 01 - County  
 Sticker #: Ent. Parcel Area: 11.32 - AC  
 Location: HARRISBURG ROAD Indian Land  
 Land Use: QUSE - QualAg Neigh: 01 - 01  
 Owner #1: MAMIE B PATTERSON REVOCABLE LIX Own Type:

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	11.320	11.320	
Full Market Value:	372,184	372,184	
Full Land Value:	372,184	372,184	
Building Value:			
Yard Items:			
Land Value:	1,381	1,381	
Total Value:	1,381	1,381	
Assessed Value:	55	55	
Capped Total:	372,184	372,184	Reval / Market 01

**Sales Information**  
 Grantor: MAMIE B PATTERSON REVOCABI  
 Sale Price: 1 Validity: 1  
 Sale Date: 8/25/2009 Sold Vacant: No  
 Legal Ref: 560-275

Office Notes  Notes

Exhibit 2

Indexed By:  Parcel ID:  Card #:

Add Mod Del Save Cancel

Parcel ID: 0003-00-040.06 Card: 1 of 1 Location: HARRISBURG ROAD Indian Le Cost - \$1,381

Current Owner | Prior Owner | ID/Factors/Taxes

Title	Last Name	First Name	Res ex	% Own	Type
#1:	MAMIE B PATTERSON REVOCABLE LIVING	TRUST #2 ETAL	<input type="checkbox"/>	<input type="checkbox"/>	
#2:	% PATTERSON MAMIE B		<input type="checkbox"/>	<input type="checkbox"/>	
#3:			<input type="checkbox"/>	<input type="checkbox"/>	

Street #1: 10858 BARBERVILLE RD Home Phone:   
 Street #2:  List Cell Phone:   
 City/Town: INDIAN LAND Verify Work Phone:   
 Province/State: SC Postal: 29707-0000 Verify Email:

Country:  Account Type:   
 D.O.B.: MM/DD/YYYY Legal Reference: 560-275  
 Owner Occupied:  Sale Date: 8/25/2009 Owner Lookup Number: 51188

Separate Bill:   
 Valid Owner:   
 Private Info:

Sales Exemptions More Owners Other Parties

Indexed By:  Parcel ID:  Card #:

No Picture Available

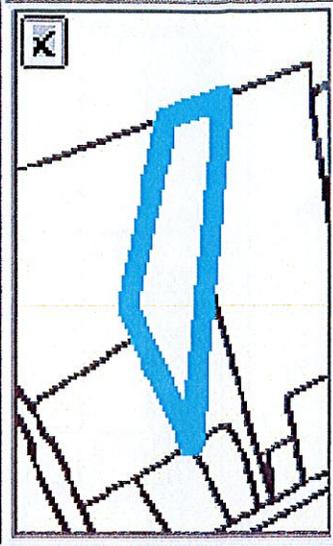


Exhibit 2  
No Sketc Available

**M Parcel ID: 0003-00-040.04** Card: 1/1  
 Account: 69818 District: 01 - County  
 Sticker #: Ent. Parcel Area: 5.13 - AC  
 Location: BARBERVILLE RD Indian Land  
 Land Use: QUUSE - QualAg Neigh: 01 - 01  
 Owner #1: POSTON JANICE PATTERSON Own Type:

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	5.130	5.130	
Full Market Value:	164,160	164,160	
Full Land Value:	164,160	164,160	
Building Value:			
Yard Items:			
Land Value:	626	626	
Total Value:	626	626	
Assessed Value:	25	25	
Capped Total:	164,160	164,160	Reval / Market 01

**Sales Information**  
 Grantor: POSTON JANICE PATTERSON  
 Sale Price: 5 Validity: 9R  
 Sale Date: 9/10/1993 Sold Vacant: No  
 Legal Ref: 2011-0009

Parcel ID: 0003-00-040.04    Card: 1 of 1    Location: BARBERVILLE RD Indian Land    Cost - \$626

Current Owner    Prior Owner    ID/Factors/Taxes

Current Ownership

Title	Last Name	First Name	Res ex	% Own	Type
#1:	POSTON JANICE PATTERSON		<input type="checkbox"/>		
#2:			<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1: 10786 BARBERVILLE RD    Home Phone:   
 Street #2:     Cell Phone:   
 City/Town: INDIAN LAND    Work Phone:   
 Province/State: SC    Postal: 29707-0000    Email:

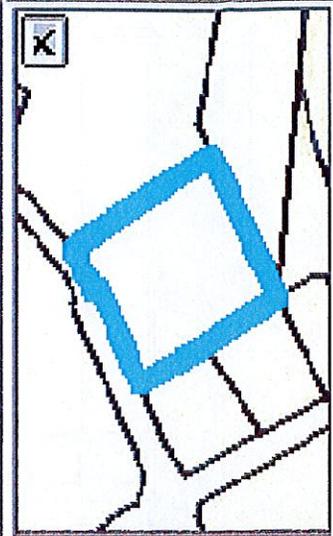
Country:     Account Type:   
 D.O.B.: MM/DD/YYYY    Legal Reference:   
 Owner Occupied:     Sale Date: 9/10/1993    Owner Lookup Number: 100

Separate Bill:   
 Valid Owner:   
 Private Infor:

Sales    Exemptions    More Owners    Other Parties

Indexed By  Parcel ID  Card #

No Picture Available



**Exhibit 2**

**M Parcel ID: 0003-00-040.02** Card: 1/1  
 Account: 214 District: 01 - County  
 Sticker #: Ent. Parcel Area: 4.9274 - AC  
 Location: 10786 BARBERVILLE RD Indian Land  
 Land Use: QR - QualRes Neigh: 01 - 01  
 Owner #1: POSTON JANICE PATTERSON Own Type:

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	4.927	4.927	
Full Market Value:	246,900	246,900	
Building Value:	89,100	89,100	
Yard Items:			
Land Value:	157,800	157,800	
Total Value:	246,900	246,900	
Assessed Value:	9,876	9,876	
Capped Total:	246,900	246,900	Reval / Market 01

**Sales Information**  
 Grantor: Validity:  
 Sale Price: 0 Sold Vacant: No  
 Sale Date: 8/23/1979  
 Legal Ref: D006-3359

Office Notes  Notes

**Narrative Description**  
 This parcel contains 4.927 AC of land mainly classified as QualRes with a Sing Fam Dw Building built about 1980, having primarily Brick Exterior and 1480 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

Add Mod Del Save Car Record Card Screen  

 Indexed By Parcel ID Card #

Parcel ID: 0003-00-040.02 Card: 1 of 1 Location: 10786 BARBERVILLE RD Indiar Cost - \$246,900

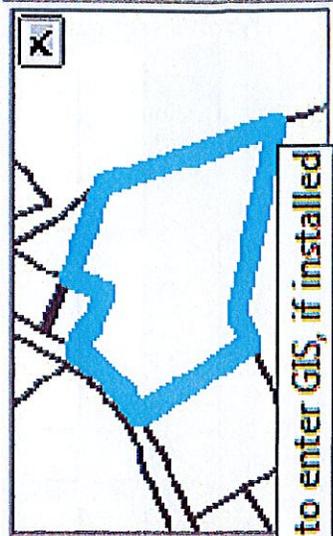
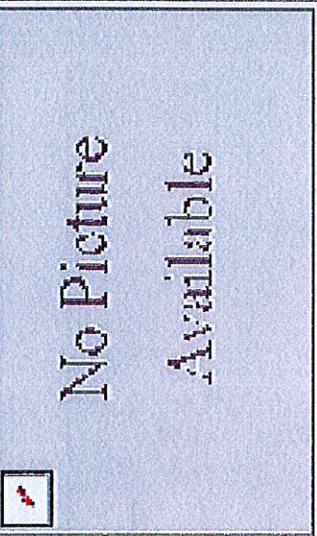
Current Owner Prior Owner ID/Factors/Taxes

Title	Last Name	First Name	Res ex	% Own	Type
#1:	POSTON JANICE PATTERSON		<input type="checkbox"/>		
#2:			<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

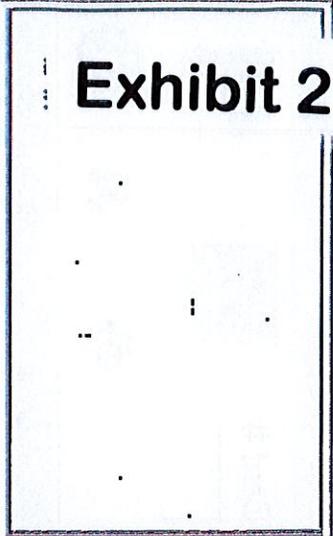
Street #1: 10786 BARBERVILLE RD Home Phone: Fill  
 Street #2: Cell Phone: List  
 City/Town: INDIAN LAND Work Phone: Verify  
 Province/State: SC Postal: 29707-0000 Email: Verify  
 Country: Account Type:  
 D.O.B.: MM/DD/YYYY Legal Reference:  
 Owner Occupied: Sale Date: 8/23/1979 Owner Lookup Number: 100  
 Separate Bill:   
 Valid Owner:   
 Private Infor:

Sales Exemptions More Owners Other Parties  
 Open 3/5/2015 10:30 AM Display Main Record Card Screen 214 QuickList

Indexed By: \_\_\_\_\_ Parcel ID: \_\_\_\_\_ Card #: \_\_\_\_\_



Click to enter GIS, if installed



**Parcel ID: 0003-00-040.09** Card: 1/1  
 Account: 72149 District: 01 - County  
 Sticker #: Ent. Parcel Area: 10.14 - AC  
 Location: 10800 BARBERVILLE RD Indian Land  
 Land Use: NMH - NonQMH Neigh: 01 - 01  
 Owner #1: MACKENZIE SHIRLEY PATTERSON Own Type:

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	10,140	10,140	
Full Market Value:	356,892	356,892	
Full Land Value:	325,592	325,592	
Building Value:	29,800	29,800	
Yard Items:	1,500	1,500	
Land Value:	33,115	33,115	
Total Value:	64,415	64,415	
Assessed Value:	3,843	3,843	
Capped Total:	356,892	356,892	Reval / Market 01

**Sales Information**  
 Grantor: ORRON SHIRLEY PATTERSON Validity: 9R  
 Sale Price: 5 Sold Vacant: No  
 Sale Date: 9/10/1997 Legal Ref: M012-0152  
 This parcel contains 10.14 AC of land mainly classified as NonQMH with a Mobile Home Building built about 1998, having primarily Alum/Vinyl Exterior and 1248 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

Office Notes  Notes

Parcel ID: 0003-00-040.09 Card: 1 of 1 Location: 10800 BARBERVILLE RD Indiar Cost - \$64,415

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

Title	Last Name	First Name	Res ex	% Own	Type
#1:	MACKENZIE SHIRLEY PATTERSON		<input type="checkbox"/>		
#2:			<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1: 10800 BARBERVILLE ROAD Home Phone: Fill  
 Street #2: List Cell Phone:  
 City/Town: INDIAN LAND Work Phone:  
 Province/State: SC Postal: 29707-0000 Email:

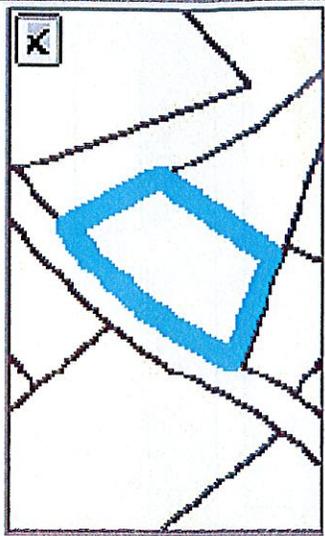
Account Type: Separate Bill:   
 D.O.B.: MM/DD/YYYY Legal Reference: Valid Owner:   
 Owner Occupied: Sale Date: 9/10/1997 Owner Lookup Number: 23855 Private Info:

Sales Exemptions More Owners Other Parties

Add Mod Del Save Cancel

Indexed By  Parcel ID  Card #

No Picture Available



**Exhibit 2**

**Parcel ID: 0003-00-040.00** Card: 1/1

Account: 212 District: 01 - County

Sticker #: Ent. Parcel Area: 1.46 - AC

Location: 10858 BARBERVILLE RD Indian Land Neigh: 01 - 01

Land Use: QR - QualRes

Owner #1: KNABENSHUE MICHAEL R & JENNIFE Own Type:

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	1.460	1.460	
Full Market Value:	137,600	137,600	
Building Value:	86,600	86,600	
Yard Items:			
Land Value:	51,000	51,000	
Total Value:	137,600	137,600	
Assessed Value:	5,504	5,504	
Capped Total:	137,600	137,600	Reval / Market 01

**Sales Information**

Grantor: PATTERSON MAMIE B. Validity: 9K

Sale Price: 5 Sold Vacant: No

Sale Date: 9/22/2006

Legal Ref: 363-163

**Narrative Description**

This parcel contains 1.46 AC of land mainly classified as QualRes with a Sing Fam Dw Building built about 1972, having primarily Brick Exterior and 1604 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

Office Notes  Notes

Add Mod Del Save Cancel  
 Indexed By  Parcel ID  Card #

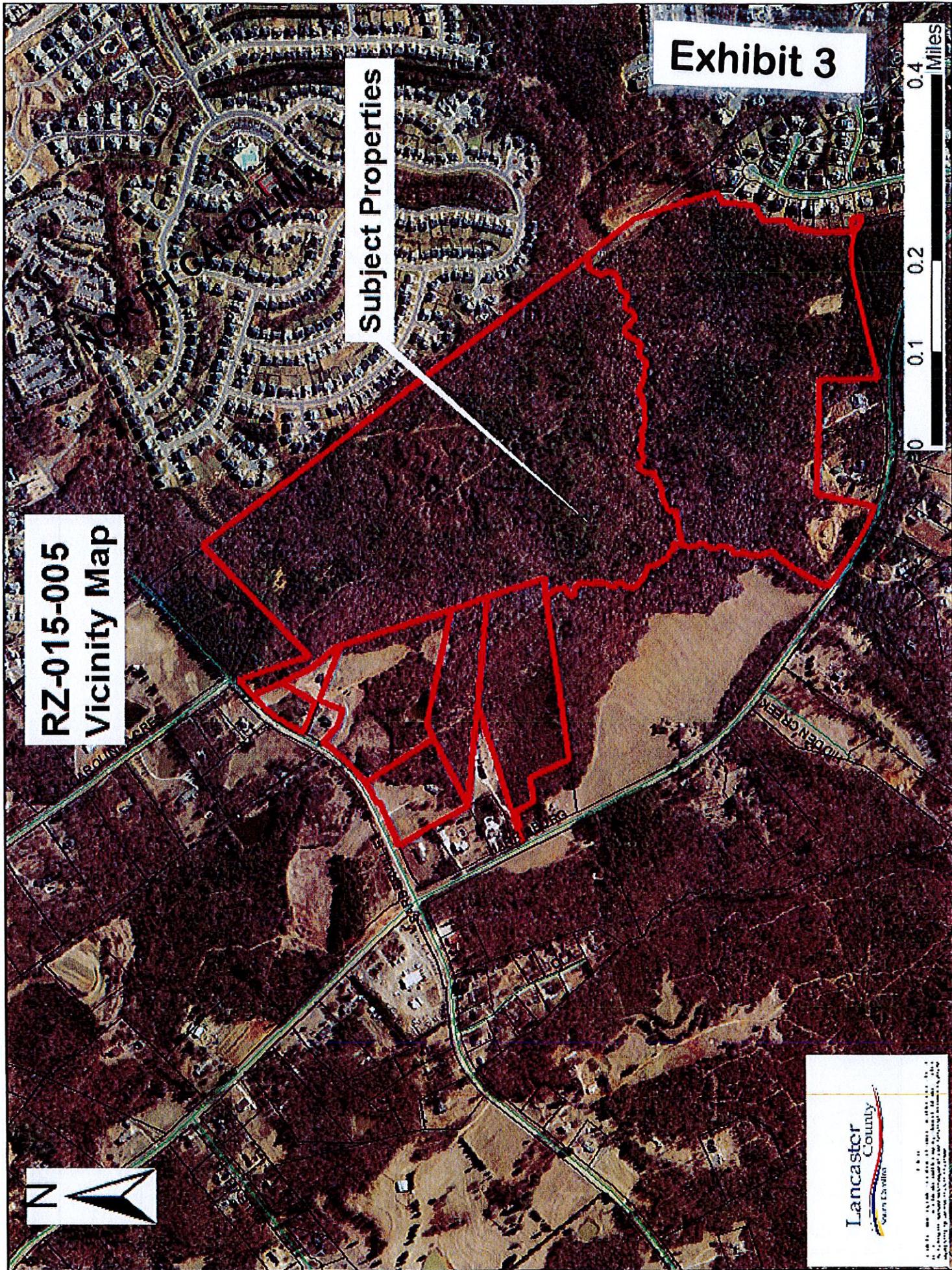
Parcel ID: 0003-00-040.00 Card: 1 of 1 Location: 10858 BARBERVILLE RD Indiar Cost - \$137,600

Current Owner | Prior Owner | ID/Factors/Taxes

Title	Last Name	First Name	Res ex	% Own	Type
#1:	KNABENSHUE MICHAEL R &	JENNIFER O	<input type="checkbox"/>	<input type="checkbox"/>	
#2:			<input type="checkbox"/>	<input type="checkbox"/>	
#3:			<input type="checkbox"/>	<input type="checkbox"/>	

Street #1: 10858 BARBERVILLE RD Home Phone:   
 Street #2:  Cell Phone:   
 City/Town: INDIAN LAND Work Phone:   
 Province/State: SC Postal: 29707-0000 Email:   
 Country:  Account Type:   
 D.O.B.: MM/DD/YYYY Legal Reference: 363-163  
 Owner Occupied:  Sale Date: 9/22/2006 Owner Lookup Number: 34928

Separate Bill:   
 Valid Owner:   
 Private Info:   
 Sales Exemptions More Owners Other Parties



**RZ-015-005  
Vicinity Map**

**Subject Properties**

**Exhibit 3**

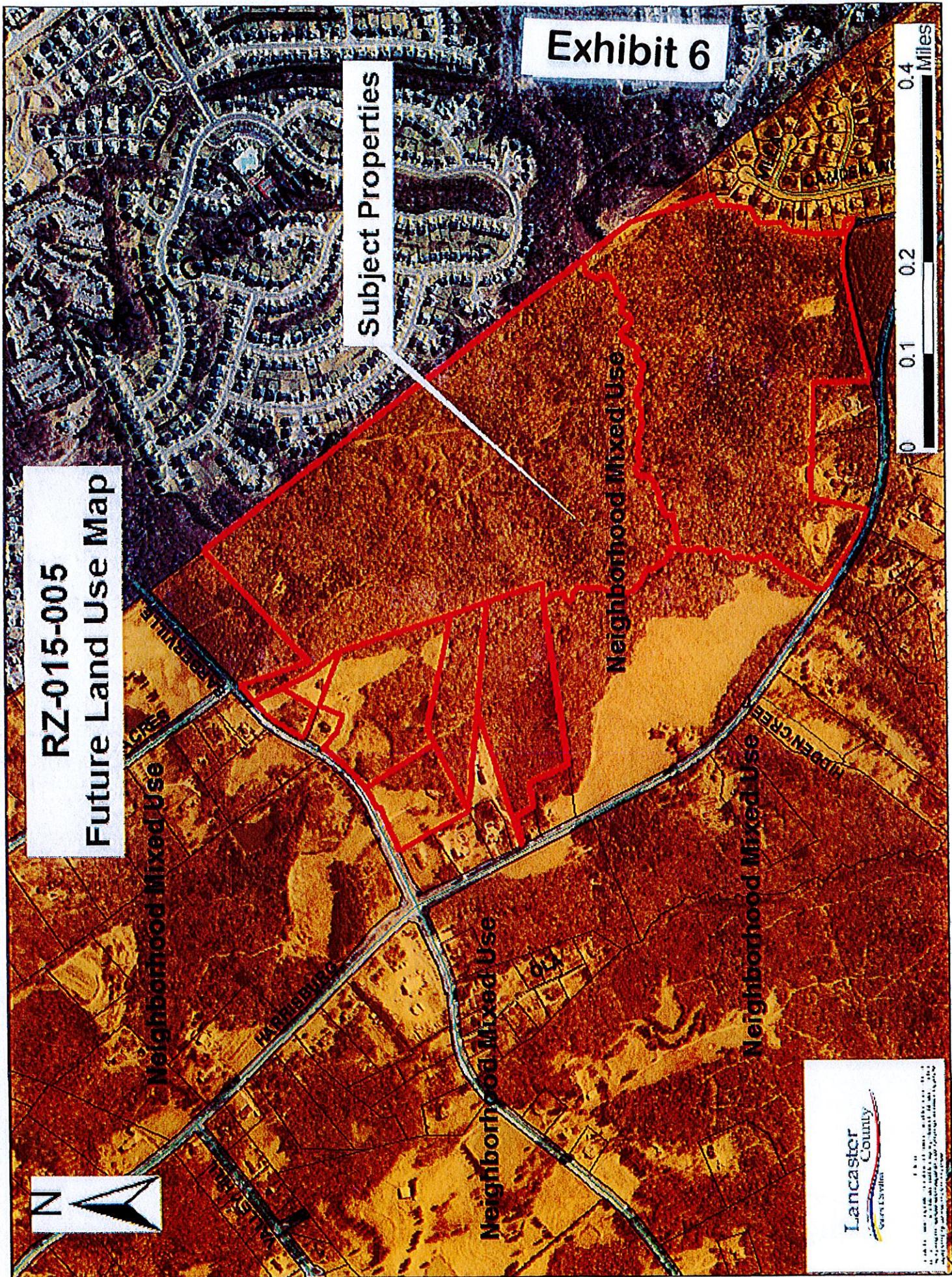


**Lancaster County**  
SOUTH CAROLINA  
PLANNING DEPARTMENT

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**RZ-015-005**  
**Future Land Use Map**

**Exhibit 6**

**Subject Properties**

0 0.1 0.2 0.4 Miles

**Lancaster County**  
Years Evolving

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**DA-015-001 – Sinacori Builders, LLC (Covington Development) has submitted an application to enter into a development agreement with Lancaster County. The site is located near the intersection of Harrisburg Road and Barberville Road (adjoining the NC/SC state line (Tax Map 3, Parcels portion of 40, 40.02, 40.04, 40.06 and 40.09 and Tax Map 4, Parcels 1 and 2). The site contains +/- 164.5 acres. The development uses proposed on the property are traditional single-family residential and active adult single-family. The current zoning of the property is R-15P, Moderate Density Residential/Agricultural Panhandle District. The applicant has also applied for a rezoning to R-15P, with a Cluster Subdivision Overlay District. {Public Hearing} pgs. 41-82**

*Alex Moore*

## Planning Staff Report

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### I. Facts

#### A. General Information

Sinacori Builders, LLC (Covington Development) has submitted an application to enter into a development agreement with Lancaster County. The site is located near the intersection of Harrisburg Road and Barberville Road (adjoining the NC/SC state line (Tax Map 3, Parcels portion of 40, 40.02, 40.04, 40.06 and 40.09 and Tax Map 4, Parcels 1 and 2). The site contains +/- 164.5 acres. The development uses proposed on the property are traditional single-family residential and active adult single-family. The current zoning of the property is R-15P, Moderate Density Residential/Agricultural Panhandle District. The applicant has also applied for a rezoning to R-15P, with a Cluster Subdivision Overlay District.

The plan is to develop the site with +/- 328 potential lots subtracting those numbers for +/- 192 single-family lots and +/- 136 active adult lots. Under this development agreement, Covington Development (Sinacori Builders, LLC) would be vested for five years.

A development agreement is an agreement between the developer and the County. This development agreement needs to comply with the state and local requirements for development agreements. The state requirements and Ordinance #663, which establishes the county's requirements for a development agreement, are also attached.

#### **TEXT:**

See Attached Document – Exhibit 4

### II. Findings

Lancaster County Planning Director, Penelope G. Karagounis emailed the development agreement to the following individuals: Steve Willis, County Administrator, John Weaver, County Attorney (Information Purposes); Mike Ey, McNair Law Firm; Morris Russell, Emergency Management; Clay Catoe, EMS Director; Sheriff Barry Faile; Kenneth Cauthen, Zoning Administrator; Jeff Catoe, Public Works Director; and Hal Hiott, Parks and Recreation Director to receive comments on the draft. **Exhibit 1 contains the comments and recommendations from the Staff Department Heads in regards to the Covington Development Agreement.**

#### **Exhibits:**

- 1) Comments from Staff Department Heads
- 2) Property Location
- 3) Development Agreement Process
- 4) Proposed Development Agreement
- 5) Planning Commissioners Comments



**Memo**

**To:** Lancaster County Council  
**From:** Penelope G. Karagounis, Planning Director  
**Date:** April 10, 2015  
**Re:** Development Agreement Staff Recommendations for Covington Development/Sinacori Builders

**Message:**

On Monday, March 2, 2015, Debbie Hardin, County Clerk received the proposed Development Agreement for Covington Development/Sinacori Builders, LLC and hand delivered the draft development agreement to the Lancaster County Planning Department. I then emailed the development agreement to the following individuals: Steve Willis, County Administrator, John Weaver, County Attorney (Information Purposes); Mike Ey, McNair Law Firm; Morris Russell, Emergency Management; Clay Catoe, EMS Director; Sheriff Barry Faile; Kenneth Cauthen, Zoning Administrator; Jeff Catoe, Public Works Director; and Hal Hiott, Parks and Recreation Director to receive comments on the draft. Below are the comments I have received:

**Steve Willis Comments:** My only concern is letting them know that subsequent to the earlier agreement Council has taken a hard line on \$1,000 per home for public safety (section 4.01C). That part may be amended. I would think they would grant some consideration for the land but on a dollar for dollar basis.

**Mike Ey Comments:**

NOTES

JME – March 11, 2015

Initial Review

Development Agreement -- Covington Development  
Sinacori Builders, LLC

- General Editing. Some minor general editing is needed throughout the document. This editing would have little or no substantive effect.
  
- Recitals and Elsewhere. The Planning Department needs to confirm the zoning district designation that the developer is seeking for the property. It is identified throughout the document as "R-15P with a Cluster Subdivision Overlay District." In other development agreements, the full zoning district description is used, for example, "R-15P, Moderate Density Residential / Agricultural Panhandle District, with a Cluster Subdivision Overlay District."
  
- Sec. 1.02. Definitions.
  - o (8) Laws and Land Development Regulations. The following sentence should be added to the definition: "A copy of the Laws and Land Development Regulations, as of the Agreement Date, is on file in the office of the County Planning Department."
  - o (15) UDO. The following sentence should be deleted from the definition: "A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department."
  - o The two changes above will better reflect current practice concerning the compilation of the Laws and Land Development Regulations and will simplify the process for the preparation and filing of the material.
  
- Sec. 104. Property. Tax map numbers have been provided for the property covered by the agreement. The legal description for the property is needed. The developer should be asked to confirm that the parcel with Tax Map No. 0003-00-040.13 is not part of the Covington Development (the parcel was a part of the M / I Homes (Southstone) development).
  
- Sec. 1.05. Zoning. See above bullet captioned "Recitals and Elsewhere."

- Sec. 3.01. Vested Right to Develop. Future Laws. Are there any ordinances that are in the “pipeline” that the County will want to apply to the property? If so, they need to be specifically identified.
- Sec. 3.01A. Connectivity; Sec. 4.05. Maximum Density; and Sec. 4.06 Vinyl Siding. These sections appear to involve variances or deviations from the development standards contained in the UDO. If these variances or deviations are acceptable, the specific sections of the UDO need to be referenced. In addition, given the number of variances or deviations, it may be advantageous to place them together in Exhibit B and Section 1.06 or in another place in the agreement.
- Sec. 4.01A. School Payments. The payment structure should be changed to reflect a lump sum payment within a short period after the approval of the agreement. The most recent development agreements have provided for lump sum payments.
- Sec. 4.01B. Fire and EMS Station. Can the property proposed for the location of the station be specifically identified at this time? If not, when?
- Sec. 4.01C. Funds for Public Safety. The payment structure should be changed to reflect a lump sum payment within a short period after the approval of the agreement. In addition, the dollar amount should be set at \$1000 per dwelling unit. The most recent development agreements have provided for lump sum payments based on \$1000 per unit.
- Sec. 4.04(A)(4). Roads. This section states that the County will not accept any of the development’s roads into the County road system. The most recent development agreements have included language requiring the Developer to provide the County, prior to final plat approval, documentation that a mechanism, such as a property owners’ association, is in place for the perpetual maintenance of all roads within the development. This language should be included in the agreement.
- Sec. 4.05A. Final Plat Approval. Is there a conflict or inconsistency between this section and the amendment made to the UDO by Ordinance No. 2014-1314? Is this a variance or deviation?

## Exhibit 1

- Sec. 4.07. Age-Restricted. This section acknowledges that a portion of the development will be age restricted. Is there a reason that this section should be included in the agreement?
- Sec. 4.08. Road Widths. This section can be deleted. Council passed Ordinance No. 2014-1285 and it provides for the specified road width.

**Morris Russell and Darren Player, Emergency Management Comments:**

Morris and I have discussed the following items that need clarification in the proposed development agreement:

Section 3.01A. – It appears from the estimated numbers provided on the bubble plan, Villages 4, 5, 6, 7 could end up with more than 150 lots. This section of the bubble plan has only one way in and out, and would be in violation of recent decisions requiring more than one ingress/egress point in a development area. This particular planned entrance/exit is over what may be a bridge or culvert type roadway. The Developer must be made aware of recent decisions regarding this issue.

Section 3.03. (B) – This sections speaks to codes adopted by Lancaster County. Since most of the codes are actually legislated by SC, would SC not need to be added to alleviate confusion from Developers who are used to operating in NC where individual jurisdictions adopt their own codes and SC where the State Legislature passes statutes adopting codes over which the county has no control. In the last sentence, codes are listed but Fire is not listed as one of them, please add the Fire Code to the list of codes.

Section 4.01B. – Two acres is listed as the amount of land for the Fire/EMS Substation Property. Two acres is not sufficient for the dual use for the Substation Property. A more suitable number would be four to five acres. The cost of an acre of land should be considered when figuring the payout figure listed as \$50,000 should land not be donated for the Substation Property and that should be based on the cost of five acres. There also needs to be stipulation of fact the land donated will be buildable land without substantial grading, fill, or wetland mitigation needed. Suitable soil is beyond the control of the developer and would be a cost incurred by the county when building on the property.

Section 4.01C. – The figure used for the fee per lot should be based on \$1000 per lot. The delayed payment time frame can be problematic when planning on uses for the funds as well.

Section 4.03 (B) – It mentions the developer would be responsible for any future fees of county-wide application. This could be problematic if a fee were to be added in this section of the county such as Fire Fee change or Law Enforcement Fee that is not applied county-wide but only in a specific fire district or a defined fee district of any

# Exhibit 1

type. These fees would not be of county-wide application and could cause confusion as to whether or not they could be made to apply to this development based on this language.

Section 4.06. – Vinyl siding on homes is prohibited with the exception of eaves, soffits and corners. Based on what the allowable distance between structures ends up, it would be less confusing to exclude vinyl in total and use a flame resistant material (for example “Hardy Plank” or some similar material).

Darren Player, Deputy Director  
Lancaster County Fire Rescue / Emergency Management  
PO Box 1809  
Lancaster, SC 29721  
111 Covenant Place  
Lancaster, SC 29720  
Office: 803-283-8888 / 803-285-7333  
Fax: 803-283-6333 / 803-289-2933  
Direct: 803-313-8051  
dplayer@lancastercountysc.net

# Exhibit 1

## **Sherriff Barry Faile's Comments:**

I've looked over the agreement and the only questions I have is can we write it to say that the first \$25000.00 of the funds (Sec. 4.01c) go to law Enforcement since Fire/Ems are getting \$50,000.00 up front (Sec. 4.01B), and will the remaining monies collected be competitive money for emergency services or go to where council wants it to go?

## **Kenneth Cauthen, Zoning Administrator Comments:**

Went to the community meeting. The design is very similar with the previous plans. Going to be hard for me to comment without seeing construction drawings in order for me to comment on the extent that the floodplain will be impacted. Since this area is in an unstudied A Zone a detailed Flood Study will be required to establish Base Flood Elevations and if fill is placed within 100 ft. of the stream bank we must receive technical data from a registered engineer demonstrating that encroachments will not result in an increase if flood levels. This is covered in Sec. 9-43 in our Flood Damage Prevention Ordinance.

Thanks,  
Kenneth

**Jeff Catoe, Public Works Director Comments:** These roads will be private.

## **Penelope Karagounis, Planning Director:**

Active-Adult residential should be age restricted because of the overcrowding of the schools in the Indian Land area. Also it should not be capped in the "active-adult" cluster can be up to 80%. It should be **up to 100% in the "active-adult" cluster of single-family homes**. Please check the consistency of using the term age-restricted vs. active adult residential between your site plans and development agreement. These homes will all be single-family homes?

County adopted the Comprehensive Plan in December 2014. The subject is area is now classified as Neighborhood Mixed Use on the Future Land Use Map, which is included in the new Comprehensive Plan. This area is portrayed as the community type of "walkable neighborhood". Sidewalk connectivity throughout the neighborhood and on Harrisburg and Barberville Road should be a requirement for the Cluster Subdivision Overlay District referenced in the development agreement. I understand from topographic and wetland issues an access road can not be built to connect the age

## Exhibit 1

restricted and traditional neighborhood. However, a walkable pedestrian path should be created to connect the two neighborhoods to enjoy the open space. This area has also been identified as a historical revolutionary campground site, which needs to have pedestrian access to the open space.

Developer and all associated parties need to be aware of Section 3.04 Development Permits. For example, if comments are made during the DRC process by a local agency reviewing the preliminary plan, those changes should be made by the developer. This process has been identified and is in place for staff to review preliminary plans even after a development agreement is signed.

We are grateful for the school payment and for the public safety payment. However, these fees are one time fees that can not be used for operational costs for the County. Staff has brought this concern many times in the past to Administration that the County needs to look into impact fees to help pay for the growth. The collection of these specific fees will not be able to be used for operational costs which this County desperately needs to accommodate all the new population living in Lancaster County.

Private Roads need to cite new Ordinance that County Council passed.

Village 2, Village 3 and Village 4 needs to have a second internal connection. Fire Marshall has Issue with one internal spine road serving a large amount of single-family lots.

The exhibit with the Cluster Subdivision Overlay District Plan submitted in March needs to be revised. ESP Associates brought staff a new copy of the plan but this needs to be reflected with the revisions of the development agreement as it goes through the process. It is responsibility of the applicant to provide new transmittals with updated records for the Planning Staff to have in their development agreement folders and Rezoning folders for the Covington Development. The wording of "Cluster Subdivision Overlay District Rezoning Plan" needs to read "Cluster Subdivision Overlay District Schematic Plan" because in South Carolina the rezoning application is not contingent with a rezoning plan. Staff believes this may cause confusion to both the applicant and citizens who inspect these documents. The submittal is a schematic plan which will have to go through a Preliminary Plan process with the Lancaster County Planning Commission. The plan submitted with the rezoning application for a Cluster Subdivision Overlay District is NOT the final document and may change during the preliminary plan process.

Hal Hiott, Parks and Recreation Director's Comments:

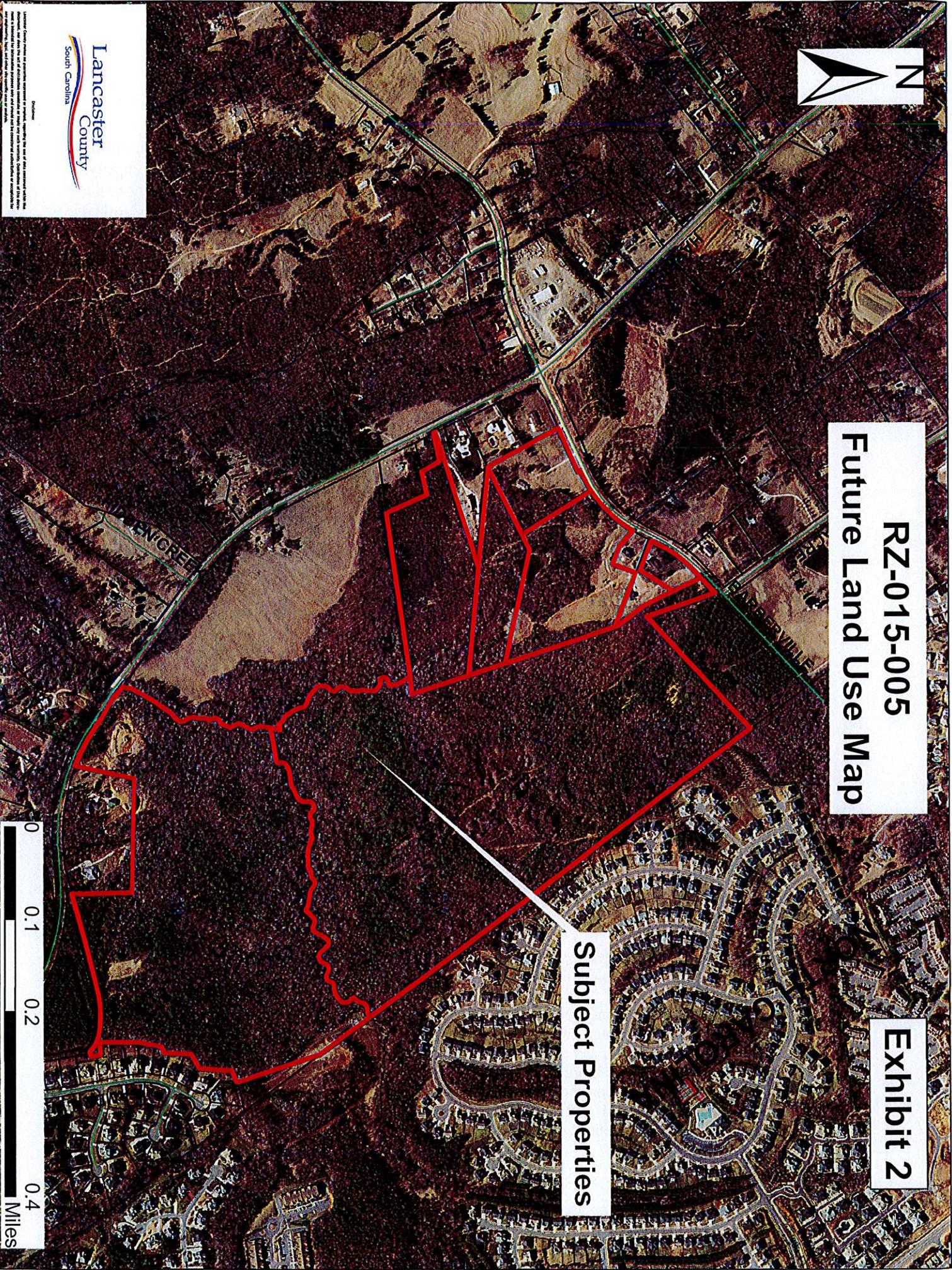
Anything recreational we do not have the funds to maintain.



**RZ-015-005  
Future Land Use Map**

**Exhibit 2**

**Subject Properties**



Development Agreement Process

1. Developers seeking to rezone property containing twenty-five (25) acres or more should be advised that it is Council's practice for a development agreement to be agreed to for that property.
2. Developers should be prepared to submit a proposed development agreement that conforms to the requirements of the Development Agreement Ordinance for Lancaster County, South Carolina (Ordinance No. 663; UDO, Chapter 23). Word versions of recent development agreements are available from the County Attorney.
3. The proposed development agreement, including map, project description, and required items, are submitted by the developer to the Clerk to Council. 663: Sec. 5(A); UDO: 23.5a.
4. The Clerk to Council sends the proposed development agreement to Council, Planning Commission, Planning Department Director, Administrator and County Attorney. 663: Sec. 5; UDO: 23.5.
5. The Clerk to Council is responsible for ensuring compliance with the notice requirements applicable to the consideration of development agreements.<sup>1</sup> 663: Sec. 5(E); UDO: 23.5e.
6. The Planning Director reviews the documents, consulting with the County Attorney as needed, and staff (such as Fire, EMS, Public Works, Zoning and Planning) to develop a report on the proposed development agreement for use by the Planning Commission and the Infrastructure and Regulation Committee. 663: Sec. 5(C)(2); UDO: 23.5c2.
7. The Planning Commission reviews the proposed development agreement as received from the developer, conducts a public hearing and makes recommendations, if any, to the Infrastructure and Regulation Committee and Council. 663: Sec. 5(D); UDO: 23.5d.
8. The Infrastructure and Regulation Committee meets as needed to review the proposed development agreement, the Planning Director's report, the recommendations of the Planning Commission and any other information the committee considers relevant. Through staff, the Infrastructure and Regulation Committee negotiates with the developer on any aspect of the proposed development agreement. 663: Sec. 5(C); UDO: 23.5c.
9. The Infrastructure and Regulation Committee shall submit a report on the proposed development agreement to Council, taking into consideration all relevant information. 663: Sec. 5(C); UDO: 23.5c.
10. Upon receipt of the report from the Infrastructure and Regulation Committee, Council takes such action as it deems appropriate. Action Council may take, includes, but is not limited to, no action or passage of an ordinance approving the proposed agreement. 663: Sec. 5(F); UDO: 23.5f.

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<sup>1</sup> Section 5(E) of Ordinance No. 663 provides for two public hearings on the proposed development agreement, one of which will be held by the Planning Commission and the second by the Council. Not less than fifteen (15) days' notice of the time and place of each hearing shall be published in at least one newspaper of general circulation in the county. The notices published for the public hearings must include the information required to be published by Section 6-31-50(B) of the Local Government Development Agreement Act which provides that:

(A) Before entering into a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, the public hearing may be held by the local planning commission.

(B)(1) Notice of intent to consider a development agreement must be advertised in a newspaper of general circulation in the county where the local government is located. If more than one hearing is to be held, the day, time, and place at which the second public hearing will be held must be announced at the first public hearing.

(2) The notice must specify the location of the property subject to the development agreement, the development uses proposed on the property, and must specify a place where a copy of the proposed development agreement can be obtained.



# Memo

**To:** Members of Lancaster County Council  
Members of the Lancaster County Planning Commission  
Penelope Karagounis, Planning Director and Staff Liaison for the Planning Commission  
Judy Barrineau, Clerk to the Planning Commission  
Steve Willis, County Administrator  
John Weaver, County Attorney  
Mike Ey, McNair Law Firm  
(Via Hand Delivery and Email)

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

**Date:** 3-3-15

**Re:** Proposed Development Agreement for Covington Development/Sinacori Builders, LLC

---

On Monday, March 2, 2015 I received the attached Development Agreement for the above referenced.

As per Ordinance 663 regarding the procedures and requirements for consideration of and entering into development agreements, I am forwarding a copy to the Planning Director for staff review and Planning Commission for their review so that recommendations can be made to the Infrastructure and Regulations Committee

Also, as per Section 10 of Ordinance 663, the developer has submitted a check in the amount of \$3,508.50, a fee to defray the cost of expenses incurred by the County in review and consideration of the proposed agreement. The check has been forwarded to Veronica Thompson for deposit. Any unused fee shall be returned to the developer within six months of the County's disposition of the proposed agreement.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you

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

STATE OF SOUTH CAROLINA	)	DEVELOPMENT AGREEMENT
	)	
COUNTY OF LANCASTER	)	COVINGTON DEVELOPMENT

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the \_\_ day of May, 2015 ("Agreement Date"), by and among **SINACORI BUILDERS, LLC** ("Developer"), a North Carolina limited liability company, 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 165 acres, more or less, located in the County and known as the Covington development.

**WHEREAS**, Developer has submitted an application to the County requesting that the Covington development property be rezoned to R-15P, 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 appropriately zoned for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

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

**NOW, THEREFORE**, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as 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 the date of this Agreement as set forth above.
- (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 Sinacori Builders, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.
- (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. 2015-\_\_\_” means Ordinance No. 2015-\_\_\_ of the County zoning the Property R-15P, with a Cluster Subdivision Overlay District.

(11) “Ordinance No. 2015-\_\_\_\_” means Ordinance No. 2015-\_\_\_\_ of the County approving this Agreement.

(12) “Parties” means County and Developer.

(13) “Property” means the land, and any improvements thereon, described in Section 1.04.

(14) Reserved.

(15) “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. The UDO also includes Ordinance No. 2014-1314, relating to final plats and installation of improvements. 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 Covington development.

**Section 1.05. Zoning.** The Property is zoned R-15P, with a Cluster Subdivision Overlay District, pursuant to Ordinance No. 2015-\_\_\_\_\_.

**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 a developer in the manner prescribed in Section 3.05.

(C) Developer acknowledges and agrees that it (i) is 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. 2015-\_\_\_\_ 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. 2015-\_\_\_\_ 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 twenty-five (25) or more, the same being approximately one hundred and forty (140) or more acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property and that, following acquisition, Developer shall be the only legal and equitable owner of the Property.

(C) Developer represents and warrants that the execution, delivery and performance by the individual or entity signing this Agreement on behalf of the Developer 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.

(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. 2015-\_\_\_\_ and the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

(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.

**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, links and nodes, Developer and County agree that the Developer is not required to provide a stubbed out street for any adjacent undeveloped parcel or a parcel used for a single family home that contains a minimum of five (5) acres, except that a stubbed out street shall be provided to that parcel identified as Tax Map No's. 0003-00-042.00, 0003-00-040.11, and 0005-00-002.00. Further, due to inherent constraints associated with the Property, including, without limitation, topographic and environmental constraints, Developer and County agree that the subdivision shall have a connectivity index of not less than 1.0.

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

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

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

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

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

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

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

(B) Developer agrees to comply with any county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council after the 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 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 Payments.** Developer agrees to pay to the County for the benefit of the Lancaster County School District Five Hundred and No/100 dollars (\$500.00) for each lot

created from the Property for residential dwelling units (the “School Payment”). Except as otherwise provided in this section, from the Agreement Date until the end of the fifty-seventh (57<sup>th</sup>) month of the Agreement, the School Payment is due and payable at the same time that the County building permit fees for the lot are due and payable. Payment of the School Payment is a condition for the issuance of a building permit. For the period after the fifty-seventh (57<sup>th</sup>) month, Developer agrees to pay County by the end of the fifty-eighth (58<sup>th</sup>) month for the benefit of the Lancaster County School District an amount equal to Five Hundred and No/100 dollars (\$500.00) times the number of lots for which a building permit has not been issued. If the Developer sells a portion of the Covington development, whether subdivided or not, the Developer shall pay not later than closing on the sale an amount equal to Five Hundred and No/100 dollars (\$500.00) times the number of lots associated with the portion of the Covington development that is sold. The School Payment is separate and distinct from any fees or amounts payable to the County for a building permit. Monies received from the School Payment shall be remitted by the County to the Lancaster County School District by the end of the month following the month in which the School Payment is received by the County. 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 Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns.

**Section 4.01B. Fire and EMS Station.** Developer agrees to donate to County, by the time of final plat approval for the first phase of the Covington development, either approximately two (2) acres of land to be identified by mutual agreement of the parties on Exhibit F (the “Substation Property”), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety or Fifty Thousand and no/100 dollars (\$50,000.00). If the Developer chooses to donate the Substation Property, then Developer will convey fee simple title to the Substation Property to County by general warranty deed. The deed will include appropriate restrictions on the Substation Property to ensure that the Substation Property will continue to be used for fire and public safety related uses for at least ten (10) years from the date of transfer. Title to the Substation Property shall be insurable. Developer is responsible for the costs and expenses of transferring title to the Substation Property, except County is responsible for any title insurance premiums if County chooses to purchase title insurance. If the Developer chooses to donate Fifty Thousand and no/100 dollars (\$50,000.00), then the monies shall be used for acquisition of a site for a station for the Pleasant Valley Fire Protection District or for capital improvements for the Pleasant Valley Fire Protection District.

**Section 4.01C. Funds for Public Safety.** Developer agrees to pay County Two Hundred Fifty Thousand and no/100 dollars (\$250,000.00) by July 1, 2016 to be used for public safety purposes (the “Public Safety Payment”). The Public Safety Payment shall be reduced if the total number of lots approved in the preliminary plan for the entire Covington development is less than three hundred thirty (330). The reduction of the Public Safety Payment shall be an amount equal to Seven Hundred Fifty Eight dollars and no/100 (\$758.00) times the difference between three hundred thirty (330) and the number of lots approved in the preliminary plan for the entire Covington development. For example, if the total number of lots approved in the

preliminary plan is 288, then the Public Safety Payment will be reduced by the difference between 330 and 288, or 42, times \$758.00 which equals \$31,836.00 and yields a Public Safety Payment of \$218,164.00 (\$250,000.00 minus \$31,836.00 equals \$218,164.00). If the preliminary plan has not been approved by the date the Public Safety Payment is due, then the Public Safety Payment shall remain at \$250,000.00 and shall not be reduced. 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.

**Section 4.02. Payment of Costs.** Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than August 30, 2015, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) 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.

(3) Developer agrees to maintain the landscaping at the entrance to the Property and obtain any necessary easements therefor 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.

(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.

**(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 and fire services will be provided by the Pleasant Valley Fire Department, or successor entities.

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

**(K) School Services.** Public school services are now provided by the Lancaster County School District. 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. Maximum Density.** Notwithstanding the maximum density set forth in the UDO, the maximum density for residential use for the Property is two (2) dwelling units per acre.

**Section 4.05A. 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.

**Section 4.06. Vinyl Siding.** The use of vinyl siding on the homes constructed on lots within the development is prohibited, except that vinyl eaves, soffits and corners are allowed on all homes.

**Section 4.07. Age-Restricted.** County acknowledges that Developer intends to develop the portion of the Property shown as Villages 8, 9, 10 and 11, consisting of approximately fifty-five (55) acres, located south of Clem's Branch Creek on the Cluster Subdivision Overlay District Rezoning Plan, attached hereto as Exhibit G and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, into an age-restricted community where at least eighty percent (80%) of the residential dwelling units within Villages 8, 9, 10 and 11 must be occupied (not owned) by at least one person fifty-five (55) years of age or older as permitted under the Fair Housing Act, as amended.

**Section 4.08. Road Widths.** Notwithstanding the provisions of Section 26-61 of the Lancaster County Code of Ordinances, the standard for pavement width for local (closed drainage) and local (open drainage) roads in the Covington development is twenty-two feet (22').

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