DA-014-004 – Development Agreement/TDON Development – Bent Creek {Public Hearing} pgs. 211-240	Penelope Karagounis

Conclusions:

Action items:	Person responsible:	Deadline:

Date of 1st Reading: _____
__Approved __ Denied __ No Action

Planning Staff Report

I. Facts

A. General Information

TDON Development (Bent Creek) has submitted an application to enter into a development agreement with Lancaster County. The site is located in the panhandle area of the County along Jim Wilson Road to the southeast of its intersection with Henry Harris Road (Tax Map 14, Parcel 41; Tax map 15, Parcel 5.01, 7.01, and 10). The site contains a total of 182.12 acres. The development uses proposed on the property are single-family residential. The zoning of the property is R-30P, Low Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District.

The plan is to develop the site with 273 single-family lots. Under this development agreement, Bent Creek (TDON Development) 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.

CURRENT TEXT:

See Attached Document – Exhibit 3

II. Findings

The attached document has been reviewed by the County Council Development Agreement Committee (Steve Harper, Chair; Larry McCullough, and Larry Honeycutt); Steve Willis, County Administrator, Mike Ey from McNair Law Firm, and Penelope G. Karagounis, Lancaster County Planning Director.

Exhibits:

1) Property Location
2) Development Agreement Process
3) Proposed Development Agreement

Summary of Agreements

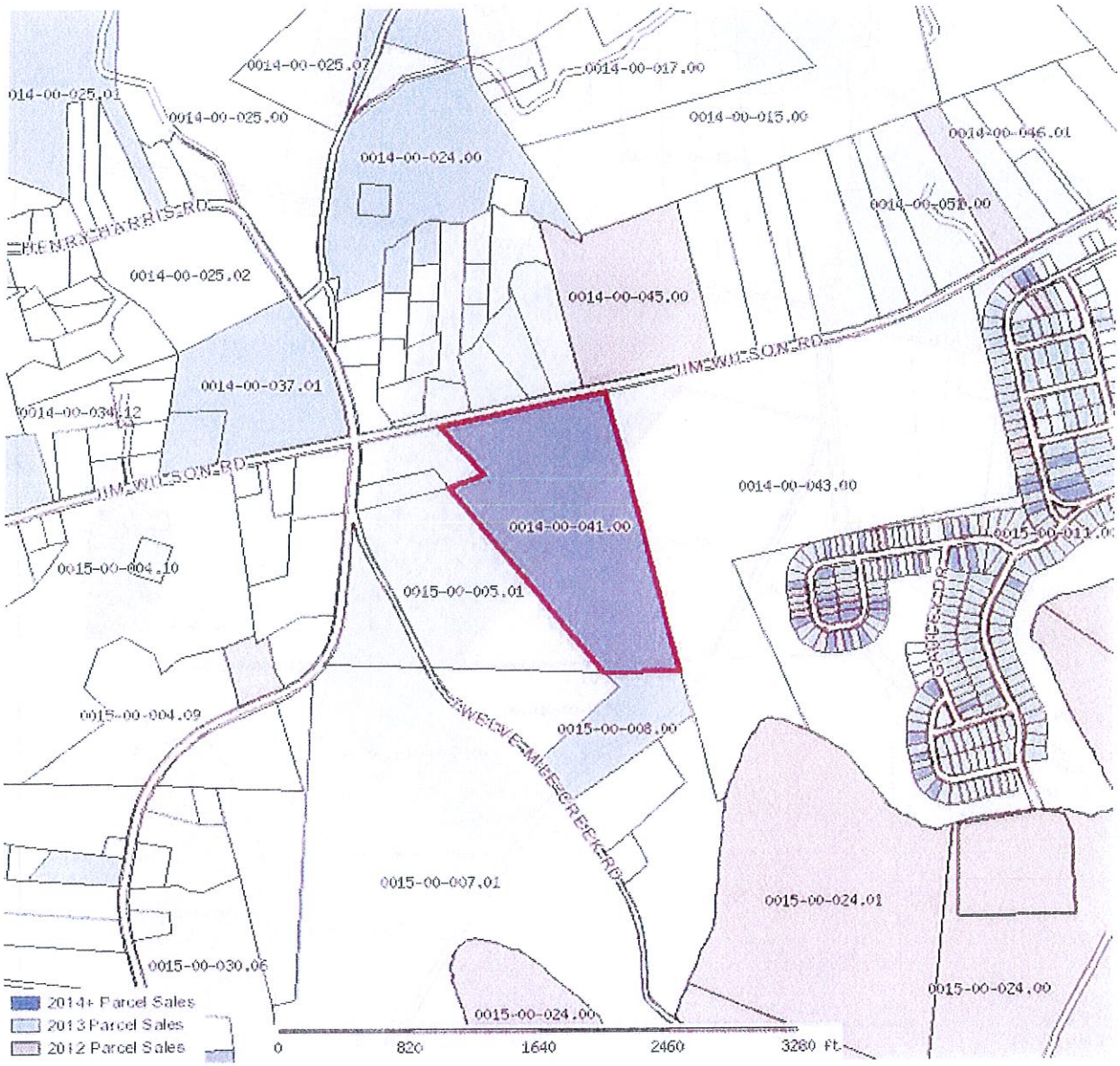
1. **$500 for each lot created from the property for residential dwelling units for the Lancaster County School District.**
2. **Developer agrees to pay the County 250,000 by July 1, 2015 to be used for public safety purposes (the "Public Safety Payment").**

3. **Right Turn Lane Wilson Road turning north on U.S. 521, a left turn lane on Henry Harris Road into the Bent Creek Development, and a left turn lane on Jim Wilson Road into the Bent Creek development.**
4. **Developer and County acknowledge that the traffic impact analysis for the Bent Creek development indicates that no traffic signalization is needed as a result of the Bent Creek development.**
5. **Developer and County agree to the removal from the County road system of Twelve Mile Creek Road from its intersection with Twelve Mile Creek to its intersection with Henry Harris Road. Developer and County agree to undertake appropriate legal measures to provide for the removal of Twelve Mile Creek Road from the County road system and the Developer is responsible for all costs of the removal.**
6. **Developer agrees to maintain the landscaping at the entrances on Jim Wilson Road and Henry Harris Road to the property and to obtain any necessary easements therefore from the South Carolina Department of Transportation.**
7. **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. PRIVATE ROADS.**
8. **Section 3.01 A. Lot Sizes; Connectivity; Road Widths.—Proposing 273 single-family lots. They will be using larger lot sizes consisting of 70' and 90' lots. They will have only two large lot sizes of 70 and 90 feet. The road width pavement will be 22 feet.**

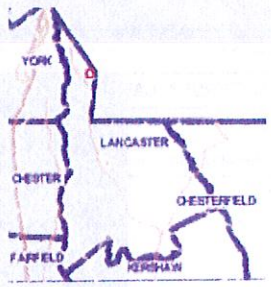
III. Recommendation of Planning Staff

It is the recommendation of the planning staff that the above development agreement be approved. The Planning Commission will review the current text and make a recommendation to the Bent Creek Development Agreement. Then the recommendations of the Planning Commission are submitted to the Development Agreement Committee for its consideration. The Development Agreement Committee shall submit a report on the proposed agreement to Council, taking into consideration all relevant information. Upon receipt of the report from the Development Agreement 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.

Exhibit 1



Lancaster County Assessor			
Parcel: 0014-00-041.00 Acres: 37.6			
Name:	WYATT SUSAN KATHERINE HASS ETA	Land Value	$1,323,992.00
Site:	JIM WILSON ROAD	Improvement Valu	$0.00
Sale:	$$0 on 01-2014 Vacant= Qual=9O	Accessory Value	$0.00
Mail:	6611 CEDAR SPRINGS RD CHARLOTTE, NC 28212	Total Value	$1,323,992.00



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

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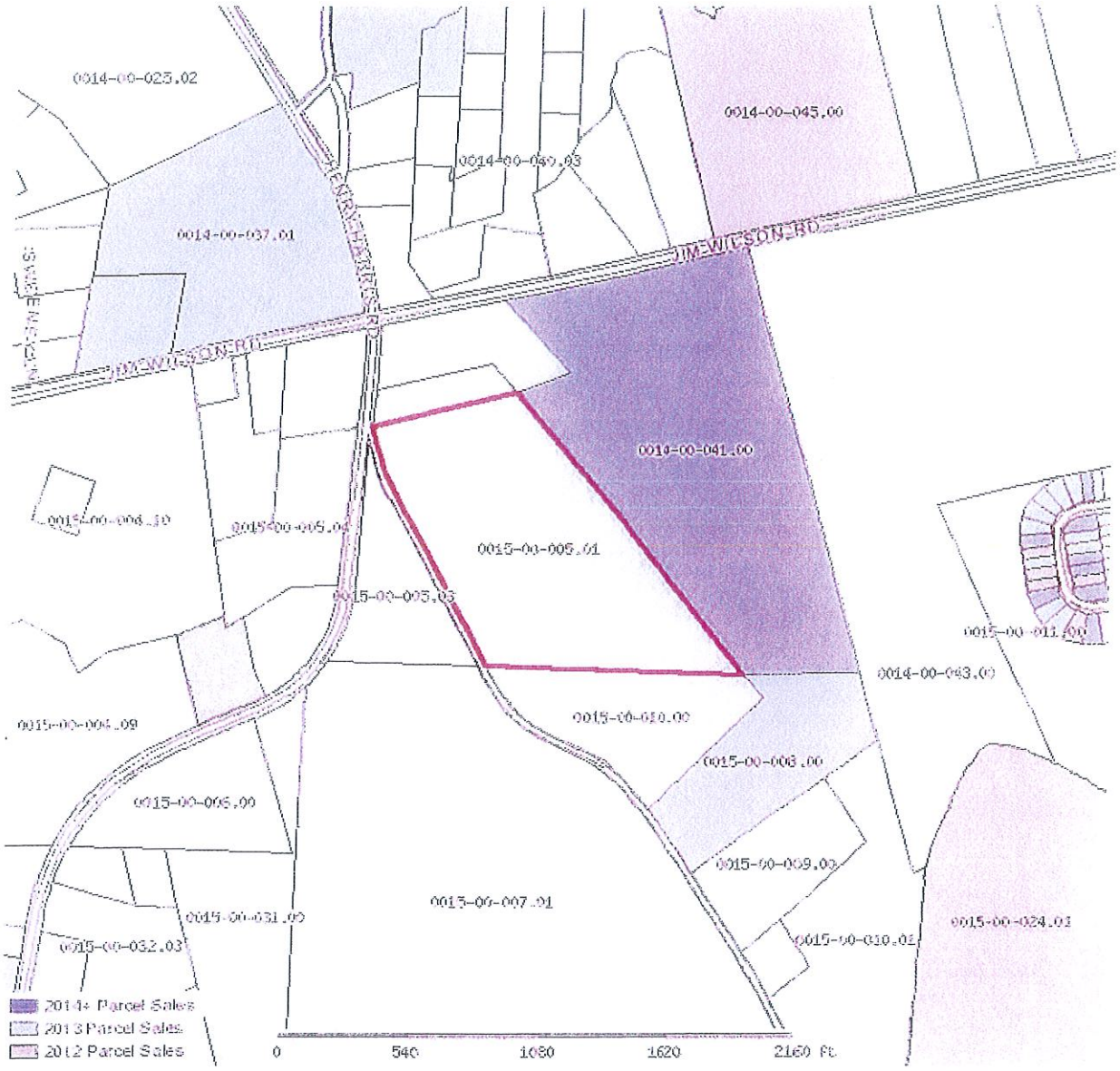
Exhibit 1



Lancaster County Assessor			
Parcel: 0015-00-005.01 Acres: 23			
Name:	RBOROUGH AGNES W LIVING TRUS % CAF	Land Value	$729,549.00
Site:	CO RD 92	Improvement Valu	$0.00
Sale:	$$1 on 09-2001 Vacant= Qual=9J	Accessory Value	$0.00
Mail:	343 SWAMPFOX DRIVE FORT MILL, SC 29715	Total Value	$729,549.00

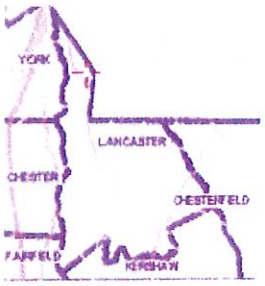


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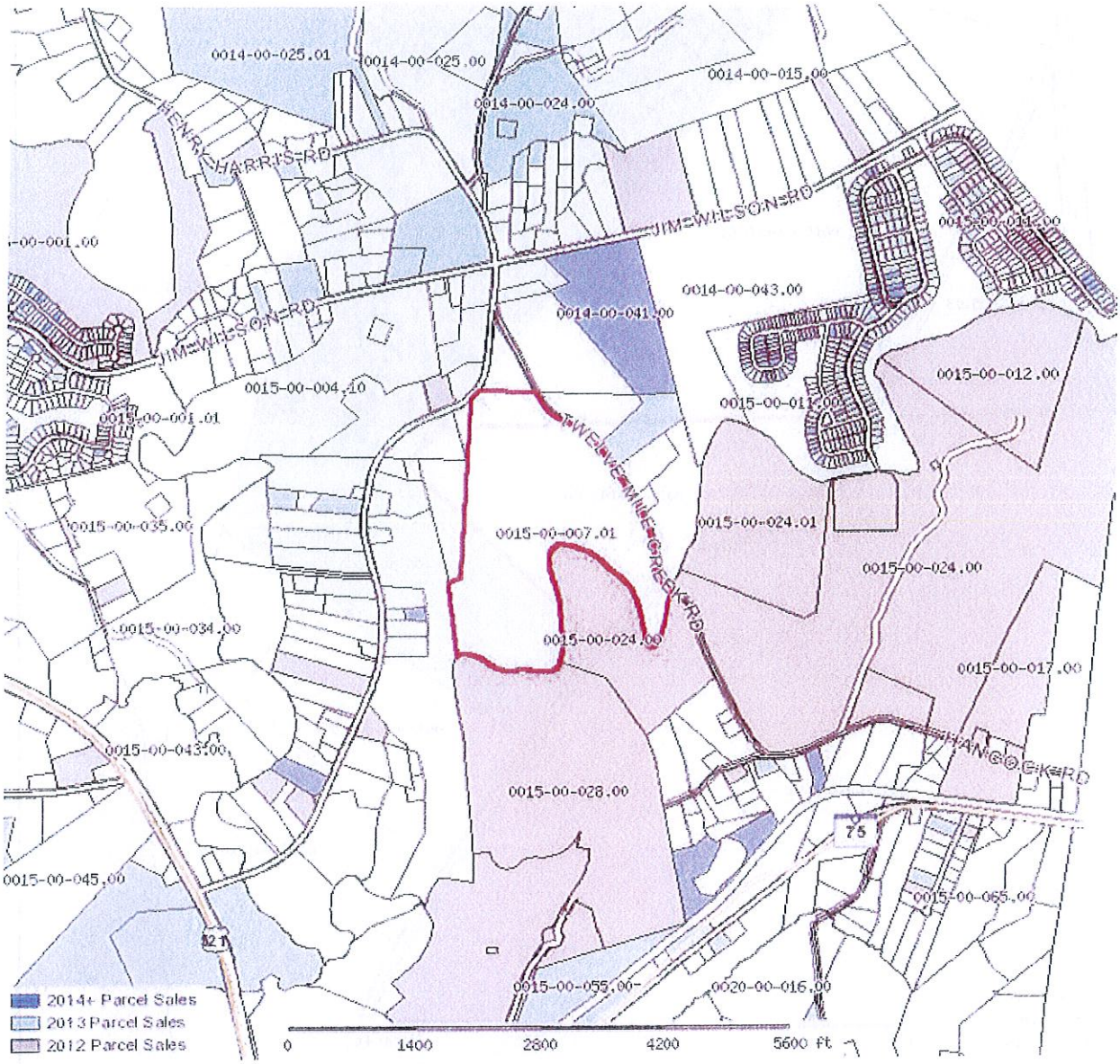
Exhibit 1



Lancaster County Assessor			
Parcel: 0015-00-007.01 Acres: 112.16			
Name:	MONROE HARDWARE COMPANY	Land Value	$3,534,864.00
Site:	TWELVE MILE CREEK ROAD	Improvement Valu	$21,600.00
Sale:	$$681,184 on 09-2001 Vacant= Qual=0	Accessory Value	$0.00
Mail:	P O BOX 5015 MONROE, NC 28111-5015	Total Value	$3,556,464.00

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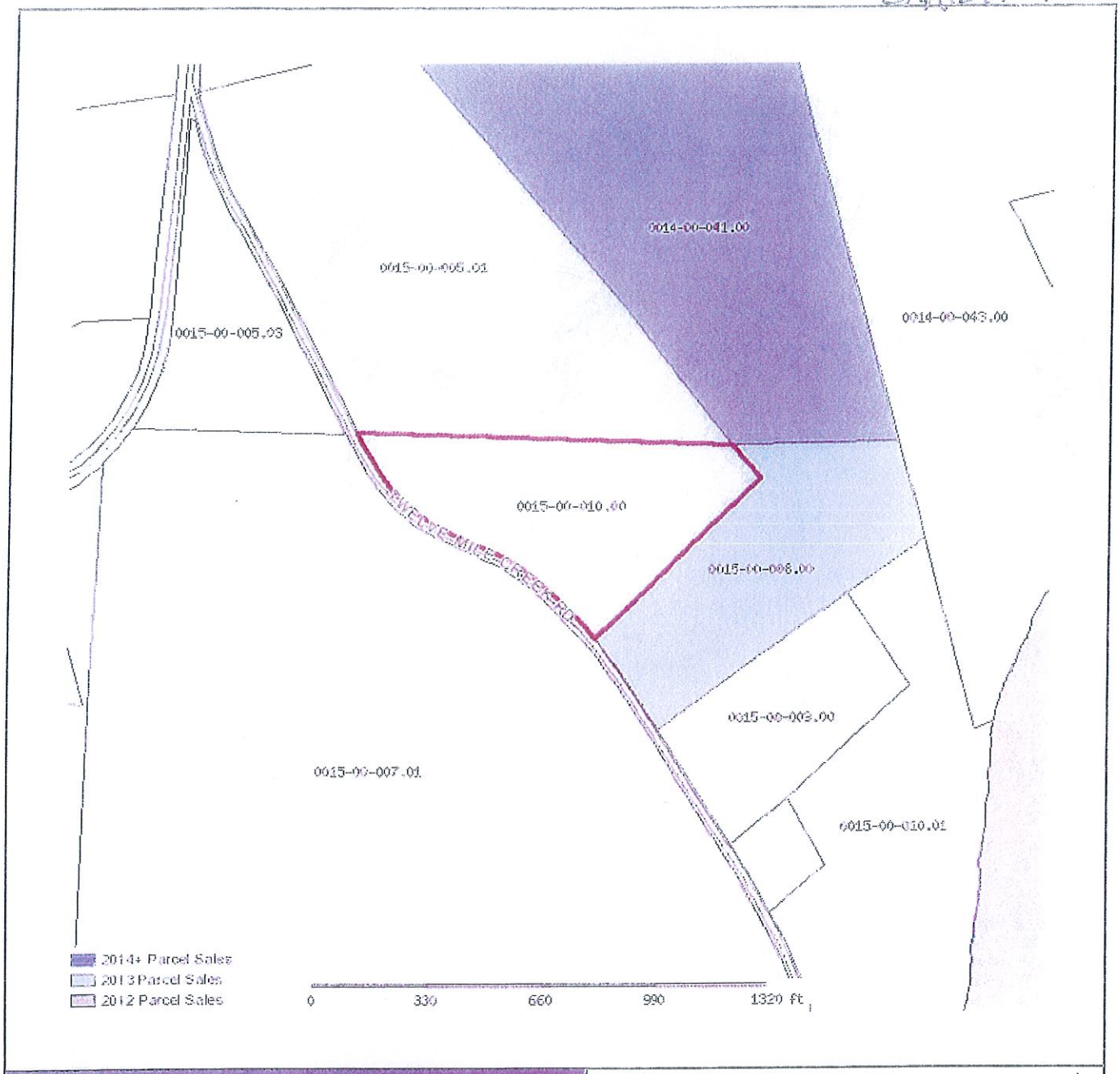
Exhibit 1



Lancaster County Assessor			
Parcel: 0015-00-010.00 Acres: 17.64			
Name:	OSTENDORFF CAROL ETAL, TRUSTEE	Land Value	$177,901.00
Site:	HWY 92	Improvement Valu	$0.00
Sale:	$$0 on 08-2008 Vacant= Qual=9O	Accessory Value	$0.00
Mail:	343 SWAMPFOX DR FORT MILL, SC 29715	Total Value	$177,901.00

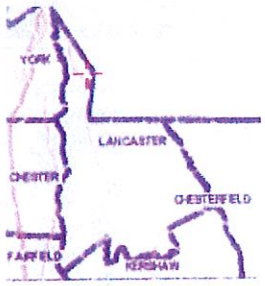


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Exhibit 2

Development Agreement Process

1. The proposed Development Agreement request, including map, project description, and requested items for a Development Agreement are submitted by the developer to the Clerk to Council. 663: Sec. 5(A).
2. The Clerk to Council sends the document to Council, Planning Commission, Planning Staff, Administrator and County Attorney. 663: Sec. 5.
3. The Planning Director reviews the documents, consulting with the County Attorney as needed, and staff (Staff from Fire, EMS, Public Works, Zoning and Planning) to develop a staff perspective to take to the Development Agreement Committee. 663: Sec. 5(C)(2).
4. The Clerk to Council is responsible for ensuring compliance with the notice requirements applicable to the consideration of development agreements.[1] 663: Sec. 5(E).
5. The Development Agreement Committee meets in executive session to review the proposed agreement and the Planning Director's report. The Development Agreement Committee determines its response to the proposed agreement. 663: Sec. 5(C).
6. The Development Agreement Committee's response is provided to the developer for comments and a reply.
7. When the developer and the Development Agreement Committee have agreed on a general framework, the proposed agreement then goes to the Planning Commission for its recommendations. 663: Sec. 5(D).
8. The recommendations of the Planning Commission are submitted to the Development Agreement Committee for its consideration.
9. The Development Agreement Committee shall submit a report on the proposed agreement to Council, taking into consideration all relevant information.
10. Upon receipt of the report from the Development Agreement 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).

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[1] 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.

Exhibit 3

For Planning Commission Review and Recommendation at its May 20, 2014 Meeting

Draft Agreement

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

STATE OF SOUTH CAROLINA	)	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	)	**BENT CREEK**

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of *_[DATE OF THIRD READING APPROVAL]____*, 2014 ("Agreement Date"), by and between **TDON DEVELOPMENT, INC.**, a Florida corporation ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately one hundred eighty-two and 12/100 (182.12) acres, more or less, located along Jim Wilson Road to the southeast of its intersection with Henry Harris Road and known as the Bent Creek development.

WHEREAS, Developer has submitted an application to the County requesting that the area comprising the Bent Creek development be rezoned to R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to more fully protect the Developer's development rights, thereby providing certainty and predictability to the Developer of those rights and providing certainty and predictability to the County on the scope and terms of the development.

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be zoned R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

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

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means ___*[DATE OF THIRD READING APPROVAL]*____, 2014.

(3) "County" means the County of Lancaster, a body politic and corporate, a political subdivision of the State of South Carolina.

(4) "County Council" means the governing body of the County.

(5) "Developer" means TDON Development, Inc., a Florida corporation, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(7) Reserved.

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

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

(10) "Ordinance No. 2014-1272" means Ordinance No. 2014-1272 of the County zoning the Property R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

(11) Reserved.

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

(13) Reserved.

(14) "Parties" means County and Developer.

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

(16) Reserved.

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

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

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

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

Section 1.05. Zoning. The Property is zoned R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District pursuant to Ordinance No. 2014-1272.

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) Any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to any purchaser or other successor in title in the manner prescribed in Section 3.05.

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2014-____ in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2014-____ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

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

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

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

ARTICLE III

DEVELOPMENT RIGHTS

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2014-1272, the UDO and the

terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

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

Section 3.01A. Lot Sizes; Connectivity; Road Widths. (A) Variety of Lot Sizes. Notwithstanding the provisions of Section 2.1.5(6)(d) of the UDO, relating to the variety of the lot sizes in a Cluster Subdivision Overlay District, Developer and County agree that Developer is authorized to develop the proposed two hundred seventy-three (273) lots in the Bent Creek development by using larger lot sizes consisting of seventy-foot (70') and ninety-foot (90') lots, instead of a mix that includes smaller lots sizes such as fifty-foot (50') or sixty-foot (60') lots. The authority to develop the lots using the larger lot sized includes the authority to use only the two larger lot sizes of seventy-foot (70') lots and ninety-foot (90') lots.

(B) Connectivity. Notwithstanding the provisions of Section 2.1.5(6)(i) of the UDO, relating to connectivity in a Cluster Subdivision Overlay District, Developer and County agree that Developer is not required to provide a stubbed out street for any adjacent undeveloped parcel or parcel used for a single-family home that contains a minimum of five (5) acres.

(C) 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 is twenty-two feet (22').

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

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

(1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development set forth in this Agreement;

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

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

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

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

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

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

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

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

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity's officers and owners. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer

of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. As used in this section and Section 1.09, "Developer" includes an individual or entity who acquires one or more lots and will be the end-user of the lot.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.01A. Payment. 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 (57th) 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 (57th) month, Developer agrees to pay County by the end of the fifty-eighth (58th) 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 Bent Creek 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 Bent Creek 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 TDON Development, Inc., a Florida corporation, and does not include its successors or assigns.

Section 4.01B. Funds for Public Safety. Developer agrees to pay County two hundred fifty thousand dollars ($250,000) by July 1, 2015 to be used for public safety purposes (the "Public Safety Payment"). 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, 2014, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars ($10,000) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

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

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 agrees, in accordance with the traffic impact analysis and in accordance with the requirements of the South Carolina Department of Transportation, to provide, at no cost to the County, the following road improvements by the time of final plat approval for the first phase of the Bent Creek development: (*i*) a right turn lane on Jim Wilson Road turning north on U.S. 521, (*ii*) a left turn lane on Henry Harris Road into the Bent Creek development and the obligation of the Developer to provide this left turn lane is subject to the South Carolina Department of Transportation having a sufficient easement area within the right-of-way to allow the Developer to construct the left turn lane, and (*iii*) a left turn lane on Jim Wilson Road into the Bent Creek development. These road improvements shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements.

(c) Developer and County acknowledge that the traffic impact analysis for the Bent Creek development indicates that no traffic signalization is needed as a result of the Bent Creek development.

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

(b) In addition to meeting any other applicable requirement in the UDO, Developer and County agree to the removal from the County road system of Twelve Mile Creek Road from its intersection with Twelve Mile Creek to its intersection with Henry Harris Road. Developer and County agree to undertake appropriate legal measures to provide for the removal of Twelve Mile Creek Road from the County road system and the Developer is responsible for all costs of the removal.

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

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance.

(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 Indian Land Fire Protection District. Fire protection services will be provided by the Indian Land Volunteer Fire Department, or its successor entities.

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

(K) School Services. Public school services are now provided by the Lancaster County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in the County.

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

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (*i*) when delivered to the party named below, (*ii*) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (*iii*) when deposited in Federal Express (or any other reputable national "next day" delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To the County: County of Lancaster

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

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

And to Developer: TDON Development, Inc.
Attn: Robert Stiegele, President
811 Coral Ridge Drive
Coral Springs, FL 33071

With a Copy to: TDON Development, Inc.
Attn: Jeffrey Kronengold, General Counsel
811 Coral Ridge Drive
Coral Springs, FL 33071

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

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

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

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

Section 5.04. Breach of Agreement. (A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Chief Zoning Officer for the County

finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Chief Zoning Officer for the County shall serve notice in writing, within a reasonable time after the periodic review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Friday, October 31, 2014, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

TDON Development, Inc.,
a _____ corporation

_____ By: _____
Name:
Title:

_____ Date: _____

_____ By: _____
Name:
Title:

_____ Date: _____

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ By: _____
Larry McCullough, Chair, County Council

_____ Date: _____

_____ By: _____
Jack Estridge, Secretary, County Council

_____ Date: _____

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LANCASTER)

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

_____
First Witness Signs Again Here

Seal

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

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

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LANCASTER)

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

_____
First Witness Signs Again Here

Seal

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

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

Exhibit A
Property Description

INSERT LEGAL DESCRIPTION.
Tax Map Nos. 0014-00-041.00, 0015-00-005.01, 0015-00-010.00 and 0015-00-007.01.

Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

(NOT APPLICABLE)

Exhibit C
Development Schedule

SCHEDULE NEEDS TO BE FILLED OUT

Years	Residential
	_____ units
	_____ units
Total	_____ units

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

NOTE: County and Developer acknowledge that development of the Property is limited to two hundred seventy-three (273) residential units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. The legal and equitable owners of the Property are _____.

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

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

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

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

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV, including specifically Section 4.06.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2014-1272 zoning the Property R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.
2. Ordinance No. 2014-_____, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Rezoning application of Lancaster County to rezone 5 acres from R-45A, Rural Residential/Intense Agricultural District, to I-1, Light Industrial District. The purpose of this rezoning is to correct a zoning error on the Lancaster County Official Zoning Map. **RZ 014-014** {Public Hearing} pgs. 241-258
TMS# 0141-00-030.00

Alex Moore

Conclusions:

Action items:	**Person responsible:**	**Deadline:**

Date of PC Hearing: _5/20/2014:
____Approved ___Denied __ No Action

PLANNING STAFF REPORT: RZ-014-014

I. Facts

A. General Information

Proposal: This is the rezoning application of Lancaster County to rezone 5 acres from R-45A, Rural Residential/Intense Agricultural District, to I-1, Light Industrial District. The purpose of this rezoning is to correct a zoning error on the Lancaster County Official Zoning Map. The site presently contains a large industrial building.

Property Location: The property is located at 450 Little Dude Avenue in Lancaster County, SC.

Legal Description: TMS # 0141-00-030.00

Zoning Classification: Current: R-45A, Rural Residential/Intense Agricultural District

***Voting District:* District 6, Jack Estridge**

B. Site Information
Site Description: This property is located 450 Little Dude Avenue

C. Vicinity Data
Surrounding Conditions: To the north, (across Little Dude Avenue) all adjacent properties are zoned I-1, Light Industrial. To the south, all adjacent properties are zoned R-45A, Rural Residential/Intense Agricultural. To the east, all adjacent properties are zoned R-45A, Rural Residential/Intense Agricultural. To the west, all adjacent properties are zonned R-45A, Rural Residential/Intense Agricultural.

D. Exhibits
1. Rezoning Application
2. Location Map
3. Tax Inquiry Sheet
4. UDO – Section: 2.1.1 Residential Districts and 2.1.3 Industrial Districts
5. Table of Uses

II. Findings

Code Considerations:

The R-45A, Rural Residential/Intense Agricultural District, is designed to accommodate a wide range of use including low density residential development, low intensity commercial uses and high intensity agricultural uses. The minimum residential lot size, minimum residential lot width and maximum residential density of the district are the same as for the R-45 district. However, both single-wide and multi-wide manufactured housing units are allowed on individual lots based on certain siting requirements. See section 4.1.22 . Stockyards, slaughter houses, commercial poultry houses and swine lots are only allowed as conditional uses.

The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local residents and agricultural businesses. Such uses shall only be allowed on lots located at the intersection of two roads. One of the two roads shall be part of the state highway system and the other shall be a collector street. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are the same as those allowed in the R-45B district, and are specified in the Table of Permissible Uses.

All commercial buildings in this district are limited to 6,000 (gross) square feet except for buildings constructed or used for a "Retail Store Food" which are allowed to be 12,000 (gross) square feet. Stockyards, slaughterhouses, commercial poultry houses and swine lots need only to comply with the conditions contained in Chapter 4.

The **I-1 Light Industrial District**, is designed to accommodate businesses engaged in the manufacturing, processing, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment. Further, the I-1, Light Industrial District is designed to accommodate industries that do no tend to have adverse impacts on surrounding properties.

III. Conclusions

The facts and findings of this report show that the property located at 450 Little Dude Avenue in Lancaster County, SC contains a large industrial building constructed in +/- 1994 that is +/- 16,160 square feet in size. Presently, the surrounding properties include unimproved land along with parcels containing industrial and residential uses respectively.

The subject property is designated as residential on the Lancaster County Future Land Use Map. Typically the Future Land Use Map illustrates how particular areas of the county *could* develop rather than how individual parcels of land will develop. The subject parcel is in close proximity to the Haile Gold Mine. It is anticipated that, pending permits, the Haile Gold Mine will be reopened and expanded which would further increase the industrial nature of this vicinity. Additionally there is currently an operational industrial facility located at 369 Little Dude Avenue.

IV. Recommendation:

It is therefore the recommendation of the Planning Staff that the rezoning request for the property located at 450 Little Dude Avenue (TMS # 0141-00-030.00) be approved.

EXHIBIT 1

LANCASTER COUNTY
SOUTH CAROLINA

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

Do Not Write In This Box

Application No. RZ 014-014 Date Received _____ Fee Paid _____

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

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

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

2. Give either exact address or tax map reference to property for which a district boundary change is requested: 0141-00-030.00 (5 ac)
3. How is this property presently designated on the map? R45-A
4. How is the property presently being used? INDUSTRIAL
5. What new designation or map change do you purpose for this property? I-1
6. What new use do you propose for the property? NONE - REMAIN INDUSTRIAL

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:

   THIS IS COMING FROM COUNTY COUNCIL

8. If this involves a change in the Ordinance text, what section or sections will be affected? _____
9. Explanation of and reasons for proposed change: TO CORRECT ZONING ERROR

(use back of form if additional space is needed)

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

APPLICANT'S NAME (PRINT)
STEVE WILLIS

ADDRESS:
PO BOX 1809
LANCASTER, SC 29721

Phone: 416-9300

Steve Willis
SIGNATURE

Lancaster County Zoning Department

101 N. Main Street
P.O. Box 1809
Lancaster, South Carolina 29721-1809

Telephone (803) 416-9777

Fax (803) 416-9797

April 30, 2014

Robert and Vickie Stewart
3408 Corinth Rd.
Monroe, N. C. 28112

Re: zoning status at 450 Little Dude Ave. (tax map # 0141-00-030.00)

Dear Mr. & Mrs. Stewart,
The Lancaster County Zoning Department is aware that your 5 acre tract located at the above referenced location was erroneously zoned residential in 1998 when the rest of the county was rezoned. We are aware that this parcel has been used as industrial and we have treated it as such. However, there is no guarantee after current personnel are gone that problems may arise in the future. This could also cause problems relating to items such as signage. The planning staff and Steve Willis, Lancaster County Administrator, and county council are in support of this rezoning. We have worked with Jerome with this and his business will be an asset to the Kershaw area. Enclosed is a consent form to rezone this parcel appropriately to I-1 Light Industrial. We are aware that you own the parcel behind this tract, however you have this tract under qualified agricultural and we don't recommend rezoning this tract unless you want to because it may affect your agricultural tax rate. Rezoning this parcel to I-1 will allow a wide variety of industrial uses. You may contact me directly at 803-416-9319 for questions. There will be no charge to you for this rezoning.

Sincerely,

Kenneth Cauthen – Lancaster County Zoning Official

CC: Amy Bowers – Lancaster County Zoning Officer
Dwight Witherspoon – Lancaster County Zoning Officer.

Deed Drawn By David R. Blackwell

0006877 Bk: 0126 Pg: 0097

FILED, RECORDED, INDEXED
07/27/2001 09:10:15AM
Rec Fee: 10.00 St Fee: 260.00
Co Fee: 110.00 Pages: 4
Clerk of Court
LANCASTER COUNTY, SC

State of South Carolina
County of Lancaster }

TITLE TO REAL ESTATE

Know All Men by These Presents, That **Blackwell Limited**

hereinafter referred to as grantor for and in consideration of the sum of **One Hundred Thousand and no/100ths ($100,000.00) dollars**

to grantor paid by **Robert P. Stewart and Vickie T. Stewart**
3408 Corinth Road
Monroe, NC 28112

hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

"All that certain piece, parcel or tract of land, with improvements thereon, containing 5.01 acres, situate, lying and being near the Town of Kershaw, Lancaster County, SC, and more particularly being bounded and described as follows: On the NORTH by Little Dude Avenue (S-29-564) and by Petersburg Road; On the EAST by other property of Blackwell Limited; On the SOUTH by other property of Blackwell Limited; and, On the WEST by other property of Blackwell Limited. Being more particularly shown and described on a survey prepared for James H. Whitman, Jr., by Daniel D. Riddick, Surveyor, dated October 19, 1994, and recorded as Plat # 15175, in the Office of the Clerk of Court for Lancaster County. Reference to said plat is made for a more accurate description."

Being the identical property conveyed to Blackwell Limited by Deed of James H.Whitman, Jr. dated November 9, 2000 and recorded November 15, 2000 in Deed Book 100 Page 146 in the Office of the Clerk of Court for Lancaster County, South Carolina.

ALSO: "All that certain piece, parcel or lot of land lying, being and situate in Lancaster County, South Carolina, north of the Town of Kershaw, fronting on the south side of Little Dude Avenue (Highway S-29-564) containing 0.568 acre and being shown and described on plat of survey entitled 'Boundary Survey for Robert P. and Vickie T. Stewart' dated July 24, 2001, made by Kenneth A. Johnson, RLS, recorded as Plat NO. 2001-453 in the Office of the Clerk of Court for Lancaster County, South Carolina, which plat is by reference incorporated herein."

The above described property is a portion of that conveyed to Blackwell Limited by Deed of Danny R. Blackwell, Betty Lou G. Blackwell, and Betty Lou G. Blackwell, as Trustee, dated January 15, 1969, and recorded in Deed Book Z-5, at Page 1497, in the Office of the Clerk of Court for Lancaster County, South Carolina.

ASSESSOR'S OFFICE
Received 7-30-01
Tax Map Code 141-30
Or Portion Of

The within described property is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

0006877 Bk: 0126 Pg: 0098

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors and Assigns forever.

And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 26th day of July, 2001, and in the two hundred and twenty-fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Elizabeth Roberts
Witness

Amy Sims
Witness

Blackwell Limited
By: [signature] (Seal)

_____ (Seal)

STATE OF SOUTH CAROLINA
County of Lancaster

I, the undersigned notary public, do hereby certify that the above named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 26th day of July, 2001.

[signature] (Seal)
Notary Public of South Carolina
My Commission Expires: 9-1-2010

RKF

State of South Carolina,
County of Lancaster

Blackwell Limited

To

Robert P. Stewart and Vickie T. Stewart

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of 20 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions of Register Mesne Conveyance for the State and County aforesaid.

I hereby certify that the within Deed has been this 27th day of July A.D. 2001, Recorded in Book 0 of Deeds, page 5-01

[signature] Auditor of the State and County aforesaid.

COPYRIGHT © 1995 TRGPYST LANC-STER, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF Lancaster)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 5.01 acres, Little Dude Avenue bearing Lancaster County Tax Map Number 141/30 was transferred by Blackwell Limited to Robert P. Stewart and Vickie T. Stewart in July 26, 2001.
3. Check one of the following: The deed is

(a) XX subject to the deed recording fee as a *transfer* for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____ (If exempt please skip items 4 - 7, and go to item 8 of this affidavit)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ 100,000.00

(b) _____ The fee is computed on the fair market value of the realty which is _____.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes_____ or No XX To the following: a lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: $ 100,000.00

(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: $ 100,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $ 370.00 .

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Robert P. Stewart, Vickie T. Stewart
Responsible Persons connected with Transaction

SWORN to before me this 26th day of July, 2001

Sherry G. Roberts
Notary Public for SC
My Commission Expires: 12-15-2006

Robert P. and Vickie T. Stewart
Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid n money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;

(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) that are otherwise exempted under the laws and Constitution of this State or the United States;

(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);

(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;

(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

(7) that constitute a contract for the sale of timber to be cut;

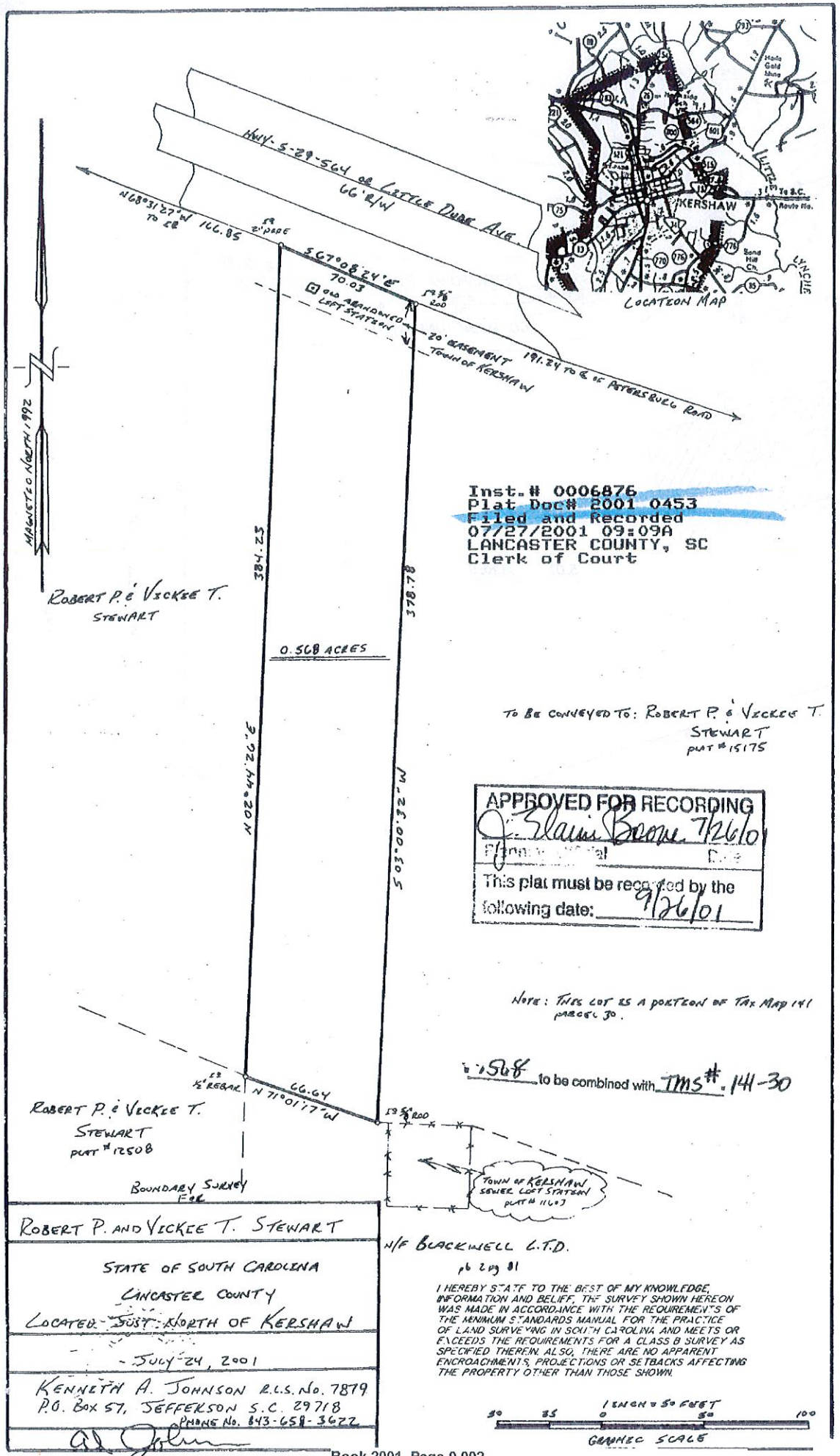
(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock n the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock of interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "Charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.



Inst.# 0006876
Plat Doc# 2001 0453
Filed and Recorded
07/27/2001 09:09A
LANCASTER COUNTY, SC
Clerk of Court

TO BE CONVEYED TO: ROBERT P. & VICKIE T. STEWART
PLAT #15175

APPROVED FOR RECORDING
J. Elaine Boone 7/26/01
Planning Official Date
This plat must be recorded by the following date: 9/26/01

NOTE: THIS LOT IS A PORTION OF TAX MAP 141 PARCEL 30.

.568 to be combined with TMS# 141-30

ROBERT P. AND VICKIE T. STEWART

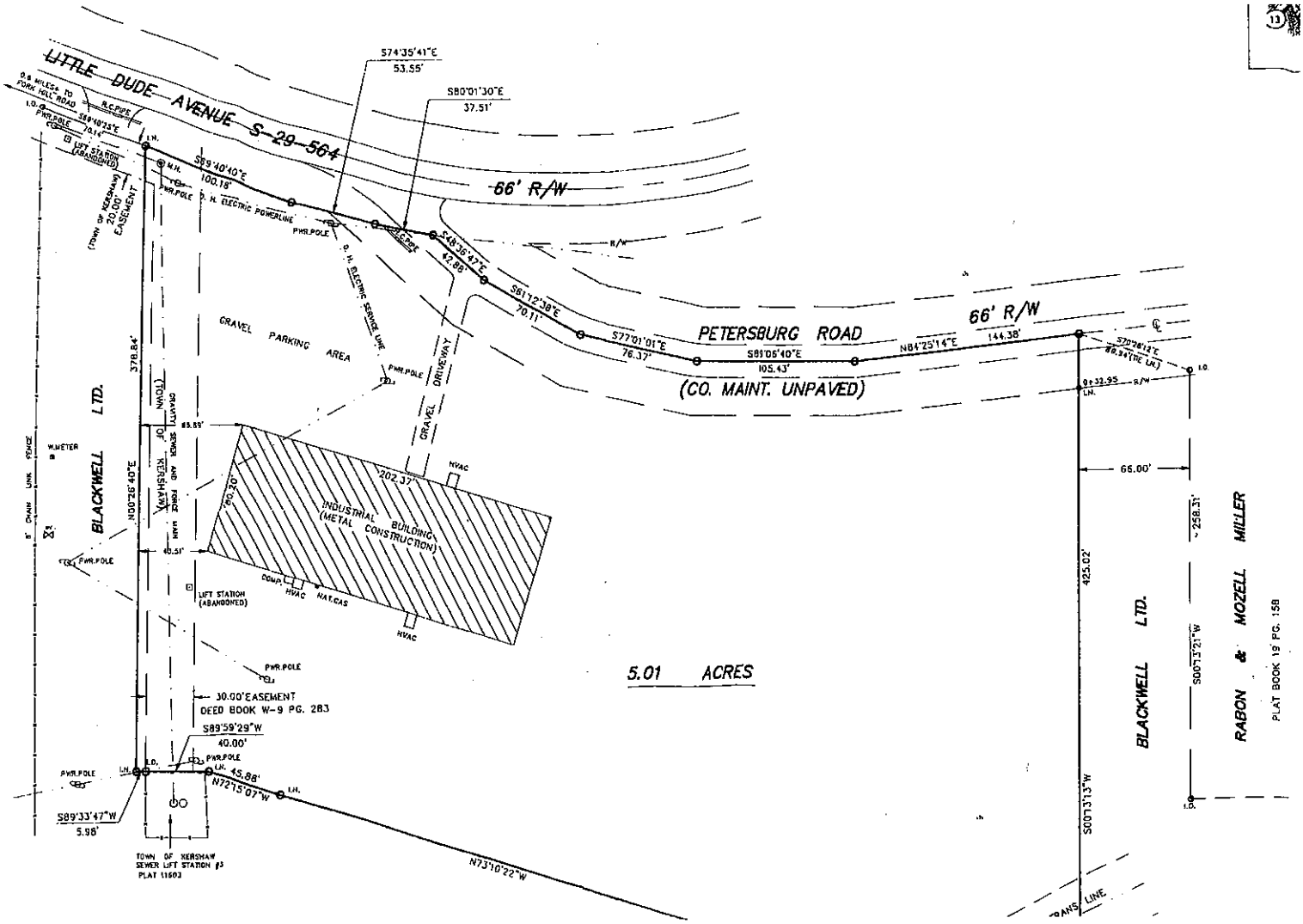
STATE OF SOUTH CAROLINA
LANCASTER COUNTY
LOCATED JUST NORTH OF KERSHAW

JULY 24, 2001

KENNETH A. JOHNSON R.L.S. No. 7879
P.O. BOX 57, JEFFERSON S.C. 29718
PHONE No. 843-658-3622

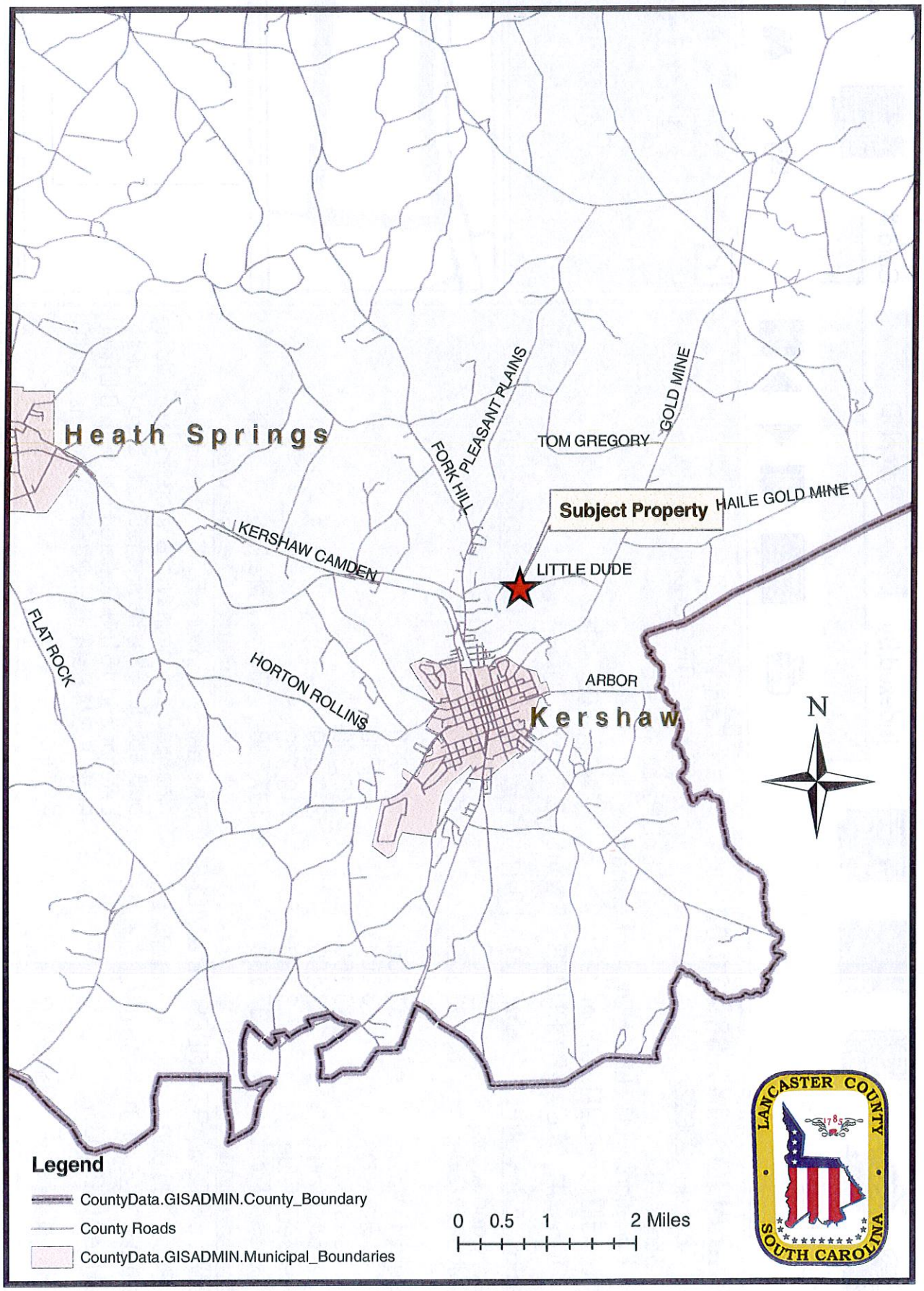
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO APPARENT ENCROACHMENTS, PROJECTIONS OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

1 INCH = 50 FEET
50 25 0 50 100
GRAPHIC SCALE



LITTLE DUDE AVENUE S-29-564
66' R/W
PETERSBURG ROAD
66' R/W
(CO. MAINT. UNPAVED)
S74°35'41"E
53.55'
S80°01'30"E
37.51'
S69°40'40"E
100.18'
S48°36'47"E
42.88'
S61°12'38"E
70.11'
S77°01'01"E
76.37'
S89°06'40"E
105.43'
N84°25'14"E
144.38'
GRAVEL PARKING AREA
GRAVEL DRIVEWAY
INDUSTRIAL BUILDING (METAL CONSTRUCTION)
202.37'
80.20'
BLACKWELL LTD.
N00°26'40"E
378.84'
40.51'
LIFT STATION (ABANDONED)
30.00' EASEMENT
DEED BOOK W-9 PG. 283
S89°59'29"W
40.00'
45.88'
N72°15'07"W
S89°33'47"W
5.98'
N73°10'22"W
TOWN OF KERSHAW SEWER LIFT STATION #3 PLAT 11603
5.01 ACRES
66.00'
425.02'
S00°13'13"W
S00°13'21"W
~258.31'
RABON & MOZELL MILLER
PLAT BOOK 19 PG. 158

Exhibit 2
RZ 014-014: Location Map



AssessPro 4.6.10/4610 - Lancaster2014 - [Record Card]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By Parcel ID

Card #

Parcel ID: 0141-00-030.00 Card: 1/1

Account: 23622 District: 01 - County

Sticker #: Ent. Parcel Area: 5 - AC

Location: LITTLE DUDE AV Kershaw

Land Use: NCOM - Comm Neigh: 06 - 06

Owner #1: STEWART ROBERT P & VICKIE T Own Type:

Market Adj Value	Current	Year 2013
Calc. Land Area:	5.000	5.000
Full Market Value:	223,000	223,000
Building Value:	171,700	171,700
Yard Items:	3,000	3,000
Land Value:	48,300	48,300
Total Value:	223,000	223,000
Assessed Value:	13,380	13,380
Capped Total:	197,580	197,580

Reval / Market 04

Legal Description

Sales Information

Grantor: STEWART ROBERT P & VICKIE T

Sale Price: 100,000 Validity: 0

Sale Date: 7/26/2001 Sold Vacant: No

Legal Ref: 0126-0097

Office Notes Notes

Narrative Description

This parcel contains 5 AC of land mainly classified as Comm with a Warehouse Building built about 1994, having primarily Corg Metal Exterior and 16160 Square Feet, with 0 Unit, 0 Bath, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

No Picture Available

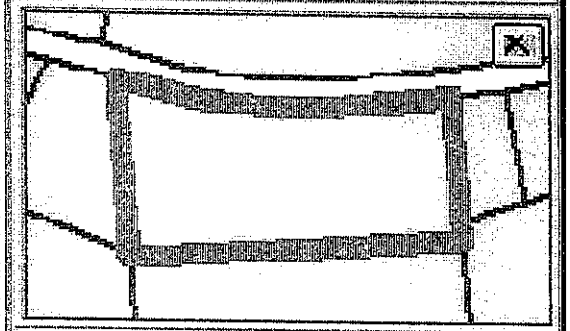


EXHIBIT 3

Open 4/17/2014 10:57 AM 23622 QuickList

AssessPro 4.6.18/4618 - Lancaster 2014 - [Ownership/ID/Tax Info]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID Card #

Parcel ID: 0141-00-030.00 Card: 1 of 1 Location: LITTLE DUDE AV Kershaw Cost - $223,000

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

	Title	Last Name	First Name	Res ex	% Own	Type
#1:		STEWART ROBERT P & VICKIE T				
#2:						
#3:						

Street #1: 3408 CORINTH ROAD Fill Home Phone:

Street #2: List Cell Phone:

City/Town: MONROE Verify Work Phone:

Province/State: NC Postal: 28112-0000 Verify Email:

Country: Account Type: Separate Bill: ☐

D.O.B.: MM/DD/YYYY Legal Reference: Valid Owner: ☑

Owner Occupied: Sale Date: 7/26/2001 Owner Lookup Number: 17576

Sales | Exemptions | More Owners | Other Parties

Open | 4/17/2014 | 10:58 AM | 23622 | QuickList

Section 2.1.1 Residential districts established.

The following residential use districts are hereby established: R-15, R-15S, R-15D, R-30, R-30S, R-30D, R-45, R-45A, R-45B, MF, and MHP. Each of these districts is designed and intended to secure for the persons who reside there a comfortable, healthy, safe, and pleasant environment in which to live, sheltered from incompatible and disruptive activities. Other objectives of these districts are explained in the remainder of this section.

In addition to the stated objectives of each zoning district, all districts are designed to encourage the perpetuation of general agricultural activities such as general row crop production, free-range livestock operations and pasture land, hay land, woodland and wildlife management areas. Intensive agricultural enterprises such as turkey barns, hog farms and other confined livestock operations shall only be allowed in the R-45A district.

The R-45A, Rural Residential/Intense Agricultural District, is designed to accommodate a wide range of use including low density residential development, low intensity commercial uses and high intensity agricultural uses. The minimum residential lot size, minimum residential lot width and maximum residential density of the district are the same as for the R-45 district. However, both single-wide and multi-wide manufactured housing units are allowed on individual lots based on certain siting requirements. See section 4.1.22. Stockyards, slaughter houses, commercial poultry houses and swine lots are only allowed as conditional uses.

The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local residents and agricultural businesses. Such uses shall only be allowed on lots located at the intersection of two roads. One of the two roads shall be part of the state highway system and the other shall be a collector street. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are the same as those allowed in the R-45B district, and are specified in the Table of Permissible Uses.

All commercial buildings in this district are limited to 6,000 (gross) square feet except for buildings constructed or used for a "Retail Store Food" which are allowed to be 12,000 (gross) square feet. Stockyards, slaughterhouses, commercial poultry houses and swine lots need only to comply with the conditions contained in Chapter 4.

Section 2.1.3 Industrial districts.

The following industrial districts are hereby established: I-1 and I-2. These districts are designed to accommodate businesses engaged in the manufacturing, processing, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment. Other objectives of these districts are explained in the remainder of this section.

In addition to the stated objectives of each zoning district, all districts are designed to encourage the perpetuation of general agricultural activities such as general row crop production, free-range livestock operations and pasture land, hay land, woodland and wildlife management areas. Intensive agricultural enterprises such as turkey barns, hog farms and other confined livestock operations shall only be allowed in the R-45A district.

The use of vinyl, tin, metal and masonry block except split face/decorative masonry shall be prohibited on the exterior walls of any building located on a parcel that has frontage on U.S. Highway 521 from the southern right-of-way line of S.C. Highway 75 northward to the state line or frontage on S.C. Highway 160 from U.S. Highway 521 westward to the county line. All sides of the building shall comply with this requirement with the exception of any side of a building that is not visible from any point on an adjoining road(s) right-of-way. Sides of the building that are screened with landscaping, a fence or some combination of the two shall be considered to be visible from an adjoining street. This requirement is being added to these regulations for aesthetic purposes only and has nothing to do with the enforcement of building code requirements or standards.

1. The I-1, Light Industrial District, is designed to accommodate industries that do not tend to have adverse impacts on surrounding properties.
2. The I-2, Heavy Industrial District, is designed to accommodate industries that tend to have adverse impacts on surrounding properties.
3. All uses allowed in these districts shall comply with the regulations contained in section 4.1.17 [applicable regulations of Chapter 4].

(Ord. No. 871, 12-3-07)

INDUSTRIAL I-1 / UPDATED 7/11/07/Ord.#832

USES PERMITTED:

1. Support Activities for Crop Production
2. Veterinary Service w/outdoor pens
3. Support Activities for Animal Production: Breeding Services for Animals
4. Boarding Horses
5. Dairy Herd Improvements
6. Livestock Spraying
7. Sheep Dipping and Shearing
8. Landscape and Horticultural Service
9. Retail Store-Home Furniture, Furnishings and Appliances
10. Restaurants
11. Fast Food with drive through window
12. Funeral Service and Crematories
13. Automotive Rental and Leasing Agency
14. Automobile Parking
15. Miscellaneous Repair Services
16. Drive-In Movie Theater
17. Motion Picture Production and/or Distribution Services
18. Amusement and Recreation Facilities (Non-Public)
19. Medical or Dental Laboratory
20. Miscellaneous Health or Allied Service
21. Building Construction-General Contractors Facility (no outdoor storage)
22. Building Construction-General Contractors Facility with outdoor storage
23. Heavy Construction Contractors Facilities(other than building construction)
24. Construction-Special Trade Contractors
25. Public Warehousing and Storage Facility
26. Durable Goods-Wholesale/Distribution Facility
27. Nondurable Goods-Wholesale/Distribution Facility
28. Vocational School
29. Religious Institution
30. Taxi Company Facility
31. Intercity and Rural Bus Transportation Facility
32. Charter Bus Service Facility
33. Independent Motor Vehicle Terminal, Service, or Maintenance Facility
34. Trucking and Courier Service Facility (except air)
35. Motor Freight Transportation Terminal and Maintenance Facility
36. Air Transportation Terminal
37. Telephone Communications Facilities
38. Telegraph or Other Message Communications Facilities
39. Radio or Television Broadcasting Facilities
40. Park or Playground
41. Botanical or Zoological Garden
42. Other Designated Community Open Space Area

43. Livestock Facility (except Commercial Meat Production Centers)
44. General Agricultural Activities (i.e.) general row crop production, free-range Livestock operations, pasture land, hay land, woodland and wildlife Management areas
45. Forest Production-Including Christmas Trees

CONDITIONAL USES:

1. Home Occupation
2. Automotive Repair Shop
3. Food Processing Plant
4. Tobacco Processing Plant
5. Textiles Dye/Finish Processing Plant (Fabric, Knitting, Carpet, etc.)
6. Apparel and Other Finished Products Factory
7. Lumber, Logging, and Wood Products Mill/Factory (except furniture)
8. Furniture and Fixtures Plant (Residential and Non-Residential Products)
9. Paper, Paperboard, Pulp, and Allied Products Mill
10. Printing, Publishing and Allied Industries Plant
11. Chemical/Allied Products Plant
12. Petroleum Refining and Related Products Plant
13. Industrial and Commercial Factories
14. Manufacturing of Hi-Tech Products
15. Mini-Warehouse Facilities
16. Recycling Facilities, Convenience Centers and Resource Recovery Facilities
17. Wireless Communication Towers (i.e. Cellular Communications)
18. Nature Preserve or Wildlife Sanctuary

USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:

1. Automotive Wrecking, and/or Junk, Salvage Yard (Shall comply with the Regulations of (See Section 4.2.1)
2. Special Events (See Section 4.2.9)
3. Motorized Race and Testing Tracks (See Section 4.2.5)
4. Construction, Demolition and Land Clearing Debris (See Section 4.2.3)
5. Sanitary Landfills (See Section 4.2.7)
6. Solid Waste Storage and Transfer Facilities, Waste Tire Treatment Sites And Composting Facilities (See Section 4.2.8)
7. Solid Waste Collection, Treatment and/or Disposal Facility
8. Recoverable Waste Collection and Recycling Centers

USES REQUIRING REVIEW BY PLANNING COMMISSION:

1. United States Postal Service Facility
2. Police Station
3. Fire Station
4. Ambulance Service/Rescue Squad
5. School Bus Facility

6. **Electricity, Water, Sewer, and Petroleum Distribution/Collection Facilities and Collections**

Rezoning application of Lancaster County to rezone 1.84 acres from R-45A, Rural Residential/Intense Agricultural District, to I-1, Light Industrial District. The purpose of this rezoning is to correct a zoning error on the Lancaster County Official Zoning Map. **RZ 014-015** {Public Hearing} pgs. 259-274

Alex Moore

TMS # 0141-00-029.00

Conclusions:

Action items:	**Person responsible:**	**Deadline:**

Date of PC Hearing: _5/20/2014:
____Approved ___Denied __ No Action

PLANNING STAFF REPORT: RZ 014-015

I. Facts

A. General Information

Proposal: This is the rezoning application of Lancaster County to rezone 1.84 acres from R-45A, Rural Residential/Intense Agricultural District, to I-1, Light Industrial District. The purpose of this rezoning is to correct a zoning error on the Lancaster County Official Zoning Map. The site presently contains a large industrial building.

Property Location: The property is located at 425 Little Dude Avenue in Lancaster County, SC.

Legal Description: TMS # 0141-00-029.00

Zoning Classification: Current: R-45A, Rural Residential/Intense Agricultural District

Voting District: **District 6, Jack Estridge**

B. Site Information

Site Description: This property is located 425 Little Dude Avenue

C. Vicinity Data

Surrounding Conditions: To the north, (across Little Dude Avenue) all adjacent properties are zoned I-1, Light Industrial. To the south, all adjacent properties are zoned R-45A, Rural Residential/Intense Agricultural. To the east, all adjacent properties are zoned R-45A, Rural Residential/Intense Agricultural. To the west, all adjacent properties are zoned R-45A, Rural Residential/Intense Agricultural.

D. Exhibits

1. Rezoning Application
2. Location Map
3. Tax Inquiry Sheet
4. UDO – Section: 2.1.1 Residential Districts and 2.1.3 Industrial Districts
5. Table of Uses

II. Findings

Code Considerations:

The R-45A, Rural Residential/Intense Agricultural District, is designed to accommodate a wide range of use including low density residential development, low intensity commercial uses and high intensity agricultural uses. The minimum residential lot size, minimum residential lot width and maximum residential density of the district are the same as for the R-45 district. However, both single-wide and multi-wide manufactured housing units are allowed on individual lots based on certain siting requirements. See section 4.1.22 . Stockyards, slaughter houses, commercial poultry houses and swine lots are only allowed as conditional uses.

The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local residents and agricultural businesses. Such uses shall only be allowed on lots located at the intersection of two roads. One of the two roads shall be part of the state highway system and the other shall be a collector street. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are the same as those allowed in the R-45B district, and are specified in the Table of Permissible Uses.

All commercial buildings in this district are limited to 6,000 (gross) square feet except for buildings constructed or used for a "Retail Store Food" which are allowed to be 12,000 (gross) square feet. Stockyards, slaughterhouses, commercial poultry houses and swine lots need only to comply with the conditions contained in Chapter 4.

The **I-1 Light Industrial District**, is designed to accommodate businesses engaged in the manufacturing, processing, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment. Further, the I-1, Light Industrial District is designed to accommodate industries that do no tend to have adverse impacts on surrounding properties.

III. Conclusions

The facts and findings of this report show that the property located at 425 Little Dude Avenue in Lancaster County, SC contains a large industrial building constructed in +/- 1990 that is +/- 16,000 square feet in size. Presently, the surrounding properties include unimproved land along with parcels containing industrial and residential uses respectively.

The subject property is designated as residential on the Lancaster County Future Land Use Map. Typically the Future Land Use Map illustrates how particular areas of the county *could* develop rather than how individual parcels of land will develop. The subject parcel is in close proximity to the Haile Gold Mine. It is anticipated that, pending permits, the Haile Gold Mine will be reopened and expanded which would further increase the industrial nature of this vicinity. Additionally there is currently an operational industrial facility located at 369 Little Dude Avenue.

IV. Recommendation:

It is therefore the recommendation of the Planning Staff that the rezoning request for the property located at 425 Little Dude Avenue (TMS # 0141-00-029.00) be approved.

EXHIBIT 1

LANCASTER COUNTY
SOUTH CAROLINA

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

Do Not Write In This Box

Application No. RZ 014-015 Date Received _____ Fee Paid _____

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

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

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

2. Give either exact address or tax map reference to property for which a district boundary change is requested: 0141-00-029.00 (1.84 ac)

3. How is this property presently designated on the map? R45-A

4. How is the property presently being used? INDUSTRIAL

5. What new designation or map change do you purpose for this property? I-1

6. What new use do you propose for the property? NONE - REMAIN INDUSTRIAL

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:

   THIS IS COMING FROM COUNTY COUNCIL

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

9. Explanation of and reasons for proposed change: TO CORRECT ZONING ERROR

(use back of form if additional space is needed)

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

APPLICANT'S NAME (PRINT)
STEVE WILLIS

ADDRESS:
PO Box 1809
LANCASTER, SC 29721

Phone: 416-9300

Steve Willis
SIGNATURE

Lancaster County Zoning Department

101 N. Main Street
P.O. Box 1809
Lancaster, South Carolina 29721-1809

Telephone (803) 416-9777

Fax (803) 416-9797

May 1, 2014

National Warehouse Leasing, LLC
P. O. Box 2428
Greenville, N. C. 27836

Re: zoning status at 425 Little Dude Ave. (tax map # 0141-00-030.00)

Dear Management,
The Lancaster County Zoning Department is aware that your 1.84 acre parcel located at the above referenced location in Kershaw, S. C. was erroneously zoned residential in 1998 when the rest of the county was rezoned. We are aware that this parcel has been used as industrial and we have treated it as such. However, there is no guarantee after current personnel are gone that problems may arise in the future. This could also cause problems relating to items such as signage. The Planning Department Staff and Steve Willis, Lancaster County Administrator, and county council are in support of this rezoning .

Please sign and return the enclosed consent form to our department as soon as possible. There will be no charge for this rezoning case. By rezoning this parcel a wide variety of uses will be allowed. You may contact our office at 803-416-9319 for questions.
Sincerely,

Kenneth Cauthen – Lancaster County Zoning Official

CC: Amy Bowers – Lancaster County Zoning Officer
Dwight Witherspoon – Lancaster County Zoning Officer

LANCASTER COUNTY ASSESSOR
Tax Map:
0141 00 029 00

FILE #R-2282 - C

PLEASE DO NOT PUBLISH

STATE OF SOUTH CAROLINA,

COUNTY OF LANCASTER.

TITLE TO REAL ESTATE
Know All Men by These Presents:

That Charged Properties, LLC,

in the State aforesaid,

in consideration of the sum of Two Hundred Sixty-seven Thousand and No/100 ($267,000.00) ---------- DOLLARS, to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s) (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

NATIONAL WAREHOUSE LEASING, LLC, A N. C. LIMITED LIABILITY COMPANY, its successors and assigns forever, the following described property, to wit:

"ALL that certain piece, parcel, or lot of land, containing 1.84 acres, with improvements thereon, lying, being and situate just North of the Town of Kershaw, in Lancaster County, South Carolina, fronting on Little Dude Road (Hwy. #S-29-564) and more particularly being shown and described on a Plat prepared for Robert P. and Vickie T. Stewart by Kennith A. Johnson, RLS, dated April 30, 2001 and recorded as Plat #2001, at Page 281 in the Office of the RMC for Lancaster County, SC. Reference to said Plat is made for a more accurate description."

The above described property was conveyed to Charged Properties, LLC by the Deed of Robert Page Stewart and Vickie T. Stewart, recorded December 28, 2007 in Deed Book 441, at Page 343 in the Office of the RMC for Lancaster County, SC.

All presently enforceable easement, restrictions, covenants, and conditions affecting the property, matters which could be revealed by a current survey of the property, and zoning regulations and governmental ordinances applicable to the property.

2013003931

Tax Map Number: #0141-00-029.00

DEED
RECORDING FEES $10.00
STATE TAX $694.20
COUNTY TAX $293.70

PRESENTED & RECORDED:
03-15-2013 03:42 PM

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

BK:DEED 720
PG:65-67

Grantee's Address:
National Warehouse Leasing, LLC,
a N. C. Limited Liability Company
P. O. Box 2428
Greenville, NC 27836

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the grantee(s) hereinabove named, and grantee's(s') Heirs and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s') Heirs and Assigns against the grantor(s) Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the grantor's(s') hand and seal this 13th day of March, 2013.

Signed, Sealed and Delivered in the Presence of:

Charged Properties, LLC
By: Rick L. Chapman
Its: MANAGER

(1) Witness

(2) Notary Public

STATE OF SOUTH CAROLINA,)
COUNTY OF LANCASTER.)

Personally appeared before me (1)

who being sworn, says that s/he saw the within named grantor(s) sign, seal and as his/her act and deed, deliver the within written deed, and that s/he, with the other witnessed the execution thereof.

Sworn to before me this 13th day of March, 2013.

(2) Notary Public for South Carolina

My Commission Expires: 09-19-2015

SEAL HERE

(1) Witness

RECORDED THIS 18th DAY OF MARCH, 2013
IN BOOK 2013 PAGE C-1

Auditor, Lancaster County, SC

FILE #R-2282

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER.)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the Information on this affidavit and I understand such information.

2. The property being transferred is located at 425 Little Dude Avenue, Kershaw, SC 29067 bearing Lancaster County Tax Map Number #0141-00-029.00, was transferred by Charged Properties, LLC to National Warehouse Leasing, LLC, a N. C. Limited Liability Company on _____, 2013

3. Check one of the following: The deed is

(a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $267,000.00

(b) _____ The fee is computed on the fair market value of the realty which is _____

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: $267,000.00

(b) Place the amount listed in item 5 above here: $ 0.00
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: $267,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $987.90

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Purchaser

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined no more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction
National Warehouse Leasing, LLC,
a N. C. Limited Liability Company
Harry L. Smith, Jr.
Print or Type Name Here

SWORN to before me this 8th
day of March, 2013.
Delne Elene Hill
Notary Public for
My Commission Expires: May 18, 2014

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;

(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;

(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);

(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;

(6) transferring an individual grave space of a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

(7) that constitute a contract for the sale of timber to be cut;

(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

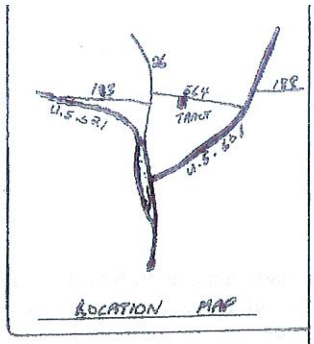
(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

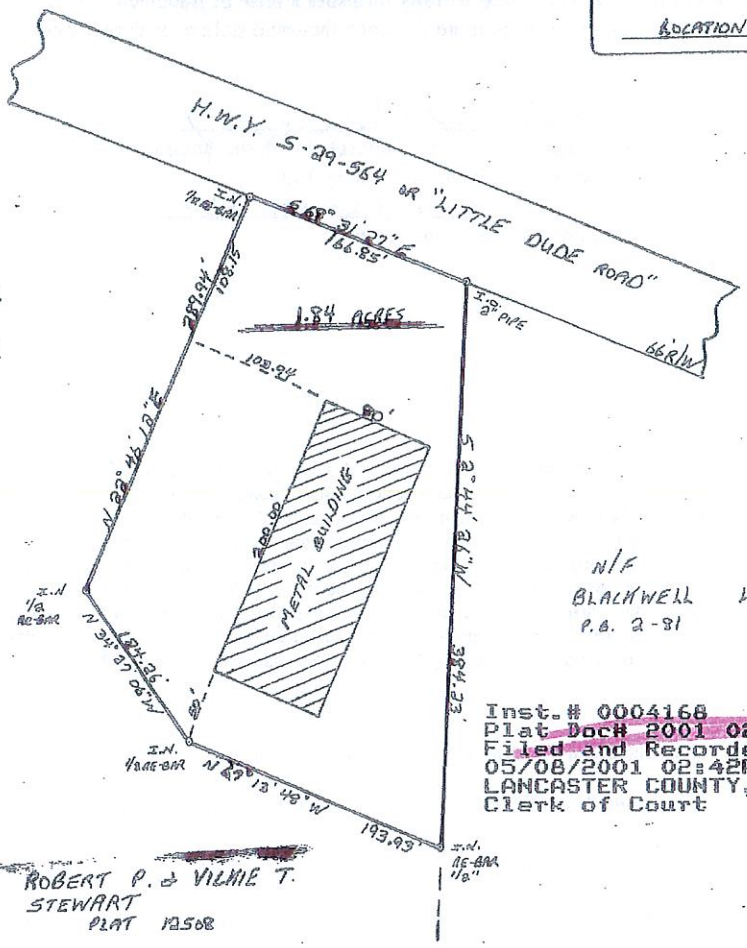
(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

APPROVED FOR RECORDING
Chris Rowe 5/8/01
Planning Official Date
This plat must be recorded by the following date: 7/8/01





Inst.# 0004168
Plat Doc# 2001 0281
Filed and Recorded
05/08/2001 02:42P
LANCASTER COUNTY, SC
Clerk of Court

BOUNDARY SURVEY
FOR
ROBERT P. & VICKIE T. STEWART

STATE OF SOUTH CAROLINA, LANCASTER COUNTY
LOCATED JUST NORTH OF KERSHAW
DATE: APRIL 30, 2001 SCALE: 1 INCH = 100 FEET
BY: KENNITH A. JOHNSON R.L.S. NO. 7879
P.O. BOX 57 JEFFERSON S.C. 29718
843-658-3627

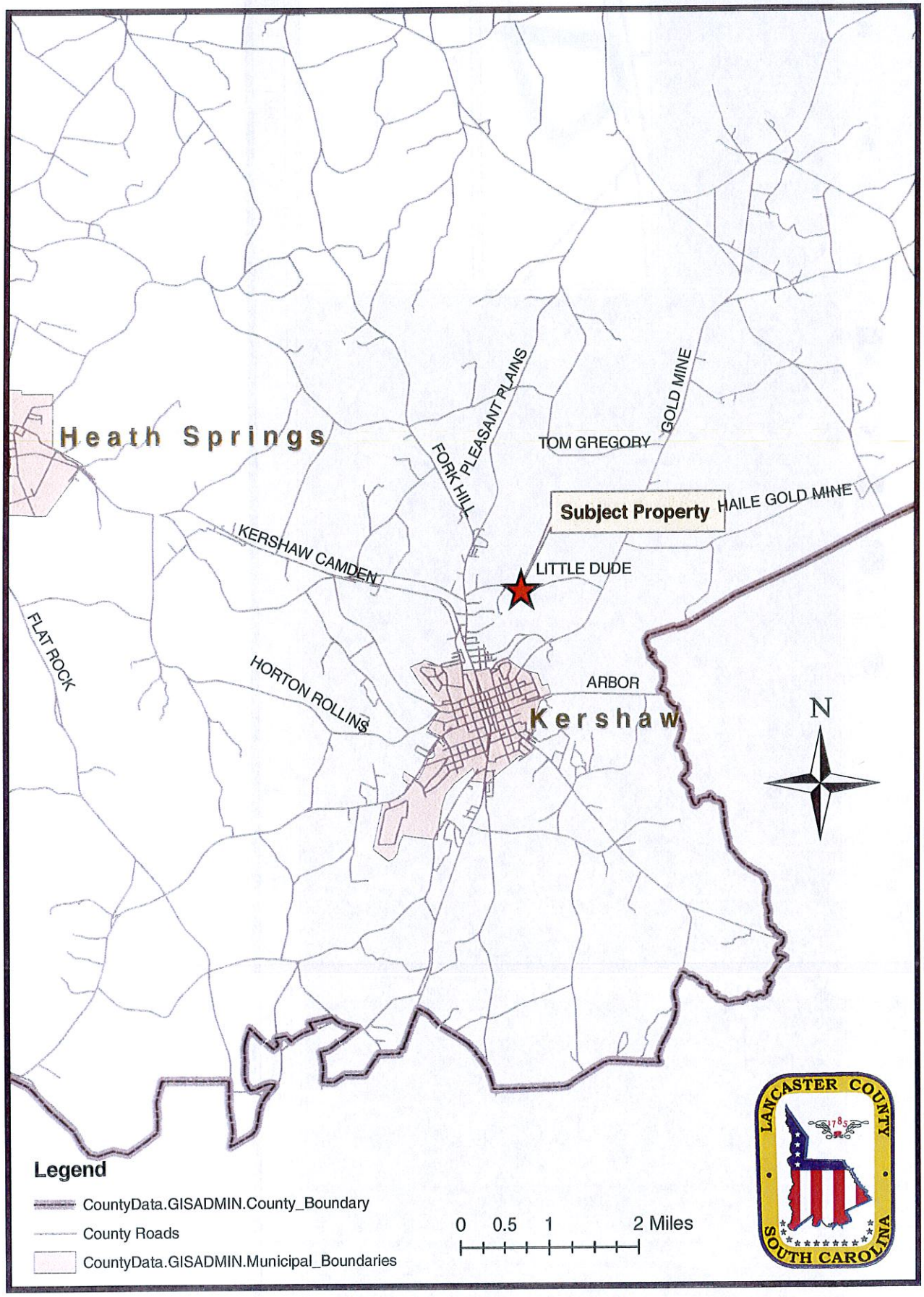
THIS IS A PORTION OF TAX MAP 141-29 & 29.01

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.

100 50 0 100 200
GRAPHIC SCALE:

P=159

Exhibit 2
RZ 014-015: Location Map



AssessPro 4.6.18/4618 - Lancaster2014 - [Record Card]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID

Card #

Parcel ID: 0141-00-029.00

Account: 23621

Sticker #:

Location: 425 LITTLE DUDE AV Kershaw

Land Use: NCOM - Comm

Owner #1: NATIONAL WAREHOUSE LEASING LLC

Card: 1/1

District: 01 - County

Ent. Parcel Area: 1.84 - AC

Neigh: 06 - 06

Own Type:

Market Adj Value	Current	Year: 2013
Calc. Land Area:	1.840	1.840
Full Market Value:	266,900	266,900
Building Value:	244,900	244,900
Yard Items:		
Land Value:	22,000	22,000
Total Value:	266,900	266,900
Assessed Value:	16,014	16,014
Capped Total:	266,900	266,900

Legal Description

Reval / Market Districts: 04

Sales Information

Grantor: CHARGED PROPERTIES LLC

Sale Price: 267,000 Validity: 0

Sale Date: 3/13/2013 Sold Vacant: No

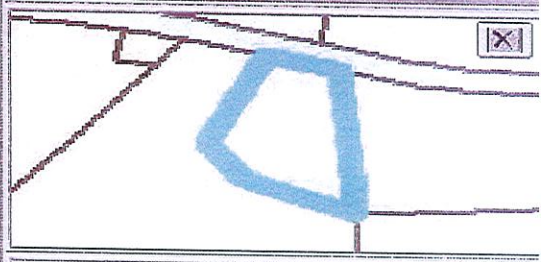
Legal Ref: 720-65

Narrative Description

This parcel contains 1.84 AC of land mainly classified as Comm with an Industrial Building built about 1990, having primarily Corg Metal Exterior and 16000 Square Feet, with 0 Unit, 0 Bath, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

☑ Office Notes ☐ Notes

No Picture Available



Open | 5/8/2014 | 2:47 PM | 23621 | QuickList

Parcel ID: 0141-00-029.00 | Card: 1 of 1 | Location: 425 LITTLE DUDE AV Kershaw | Cost - $266,900

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

	Title	Last Name	First Name	Res ex	% Own	Type
#1:		NATIONAL WAREHOUSE LEASING LLC		☐		
#2:				☐		
#3:				☐		

Street #1: PO BOX 2428 | Fill | Home Phone:

Street #2: | List | Cell Phone:

City/Town: GREENVILLE | Verify | Work Phone:

Province/State: NC | Postal: 27836 | Verify | Email:

Country: | Account Type: | Separate Bill: ☐

D.O.B.: MM/DD/YY | Legal Reference: 720-65 | Valid Owner: ☑

Owner Occupied: | Sale Date: 3/13/2013 | Owner Lookup Number: 69985 | Private Info: ☐

Sales | Exemptions | More Owners | Other Parties

Section 2.1.1 Residential districts established.

The following residential use districts are hereby established: R-15, R-15S, R-15D, R-30, R-30S, R-30D, R-45, R-45A, R-45B, MF, and MHP. Each of these districts is designed and intended to secure for the persons who reside there a comfortable, healthy, safe, and pleasant environment in which to live, sheltered from incompatible and disruptive activities. Other objectives of these districts are explained in the remainder of this section.

In addition to the stated objectives of each zoning district, all districts are designed to encourage the perpetuation of general agricultural activities such as general row crop production, free-range livestock operations and pasture land, hay land, woodland and wildlife management areas. Intensive agricultural enterprises such as turkey barns, hog farms and other confined livestock operations shall only be allowed in the R-45A district.

The R-45A, Rural Residential/Intense Agricultural District, is designed to accommodate a wide range of use including low density residential development, low intensity commercial uses and high intensity agricultural uses. The minimum residential lot size, minimum residential lot width and maximum residential density of the district are the same as for the R-45 district. However, both single-wide and multi-wide manufactured housing units are allowed on individual lots based on certain siting requirements. See section 4.1.22. Stockyards, slaughter houses, commercial poultry houses and swine lots are only allowed as conditional uses.

The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local residents and agricultural businesses. Such uses shall only be allowed on lots located at the intersection of two roads. One of the two roads shall be part of the state highway system and the other shall be a collector street. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are the same as those allowed in the R-45B district, and are specified in the Table of Permissible Uses.

All commercial buildings in this district are limited to 6,000 (gross) square feet except for buildings constructed or used for a "Retail Store Food" which are allowed to be 12,000 (gross) square feet. Stockyards, slaughterhouses, commercial poultry houses and swine lots need only to comply with the conditions contained in Chapter 4.

Section 2.1.3 Industrial districts.

The following industrial districts are hereby established: I-1 and I-2. These districts are designed to accommodate businesses engaged in the manufacturing, processing, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment. Other objectives of these districts are explained in the remainder of this section.

In addition to the stated objectives of each zoning district, all districts are designed to encourage the perpetuation of general agricultural activities such as general row crop production, free-range livestock operations and pasture land, hay land, woodland and wildlife management areas. Intensive agricultural enterprises such as turkey barns, hog farms and other confined livestock operations shall only be allowed in the R-45A district.

The use of vinyl, tin, metal and masonry block except split face/decorative masonry shall be prohibited on the exterior walls of any building located on a parcel that has frontage on U.S. Highway 521 from the southern right-of-way line of S.C. Highway 75 northward to the state line or frontage on S.C. Highway 160 from U.S. Highway 521 westward to the county line. All sides of the building shall comply with this requirement with the exception of any side of a building that is not visible from any point on an adjoining road(s) right-of-way. Sides of the building that are screened with landscaping, a fence or some combination of the two shall be considered to be visible from an adjoining street. This requirement is being added to these regulations for aesthetic purposes only and has nothing to do with the enforcement of building code requirements or standards.

1. The I-1, Light Industrial District, is designed to accommodate industries that do not tend to have adverse impacts on surrounding properties.
2. The I-2, Heavy Industrial District, is designed to accommodate industries that tend to have adverse impacts on surrounding properties.
3. All uses allowed in these districts shall comply with the regulations contained in section 4.1.17 [applicable regulations of Chapter 4].

(Ord. No. 871, 12-3-07)

INDUSTRIAL I-1 / UPDATED 7/11/07/Ord.#832

USES PERMITTED:

1. Support Activities for Crop Production
2. Veterinary Service w/outdoor pens
3. Support Activities for Animal Production: Breeding Services for Animals
4. Boarding Horses
5. Dairy Herd Improvements
6. Livestock Spraying
7. Sheep Dipping and Shearing
8. Landscape and Horticultural Service
9. Retail Store-Home Furniture, Furnishings and Appliances
10. Restaurants
11. Fast Food with drive through window
12. Funeral Service and Crematories
13. Automotive Rental and Leasing Agency
14. Automobile Parking
15. Miscellaneous Repair Services
16. Drive-In Movie Theater
17. Motion Picture Production and/or Distribution Services
18. Amusement and Recreation Facilities (Non-Public)
19. Medical or Dental Laboratory
20. Miscellaneous Health or Allied Service
21. Building Construction-General Contractors Facility (no outdoor storage)
22. Building Construction-General Contractors Facility with outdoor storage
23. Heavy Construction Contractors Facilities(other than building construction)
24. Construction-Special Trade Contractors
25. Public Warehousing and Storage Facility
26. Durable Goods-Wholesale/Distribution Facility
27. Nondurable Goods-Wholesale/Distribution Facility
28. Vocational School
29. Religious Institution
30. Taxi Company Facility
31. Intercity and Rural Bus Transportation Facility
32. Charter Bus Service Facility
33. Independent Motor Vehicle Terminal, Service, or Maintenance Facility
34. Trucking and Courier Service Facility (except air)
35. Motor Freight Transportation Terminal and Maintenance Facility
36. Air Transportation Terminal
37. Telephone Communications Facilities
38. Telegraph or Other Message Communications Facilities
39. Radio or Television Broadcasting Facilities
40. Park or Playground
41. Botanical or Zoological Garden
42. Other Designated Community Open Space Area

43. Livestock Facility (except Commercial Meat Production Centers)
44. General Agricultural Activities (i.e.) general row crop production, free-range Livestock operations, pasture land, hay land, woodland and wildlife Management areas
45. Forest Production-Including Christmas Trees

CONDITIONAL USES:

1. Home Occupation
2. Automotive Repair Shop
3. Food Processing Plant
4. Tobacco Processing Plant
5. Textiles Dye/Finish Processing Plant (Fabric, Knitting, Carpet, etc.)
6. Apparel and Other Finished Products Factory
7. Lumber, Logging, and Wood Products Mill/Factory (except furniture)
8. Furniture and Fixtures Plant (Residential and Non-Residential Products)
9. Paper, Paperboard, Pulp, and Allied Products Mill
10. Printing, Publishing and Allied Industries Plant
11. Chemical/Allied Products Plant
12. Petroleum Refining and Related Products Plant
13. Industrial and Commercial Factories
14. Manufacturing of Hi-Tech Products
15. Mini-Warehouse Facilities
16. Recycling Facilities, Convenience Centers and Resource Recovery Facilities
17. Wireless Communication Towers (i.e. Cellular Communications)
18. Nature Preserve or Wildlife Sanctuary

USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:

1. Automotive Wrecking, and/or Junk, Salvage Yard (Shall comply with the Regulations of (See Section 4.2.1)
2. Special Events (See Section 4.2.9)
3. Motorized Race and Testing Tracks (See Section 4.2.5)
4. Construction, Demolition and Land Clearing Debris (See Section 4.2.3)
5. Sanitary Landfills (See Section 4.2.7)
6. Solid Waste Storage and Transfer Facilities, Waste Tire Treatment Sites And Composting Facilities (See Section 4.2.8)
7. Solid Waste Collection, Treatment and/or Disposal Facility
8. Recoverable Waste Collection and Recycling Centers

USES REQUIRING REVIEW BY PLANNING COMMISSION:

1. United States Postal Service Facility
2. Police Station
3. Fire Station
4. Ambulance Service/Rescue Squad
5. School Bus Facility

6. **Electricity, Water, Sewer, and Petroleum Distribution/Collection Facilities and Collections**

Rezoning application of Lancaster County to rezone 10.09 acres from R-15, Moderate Density Residential/Agricultural District, to MHP, Mobile Home Park District. The purpose of this rezoning is to correct a zoning error on the Lancaster County Official Zoning Map. **RZ 014-016** {Public Hearing} pgs. 275-312

TMS # 0086-00-032.02

Alex Moore

Conclusions:

Action items:	**Person responsible:**	**Deadline:**

Date of PC Hearing: _5/20/2014:
___Approved ___Denied __ No Action

PLANNING STAFF REPORT: RZ-014-016

I. Facts

A. General Information

Proposal: This is the rezoning application of Lancaster County to rezone 10.09 acres from R-15, Moderate Density Residential/Agricultural District, to MHP, Mobile Home Park District. The purpose of this rezoning is to correct a zoning error on the Lancaster County Official Zoning Map. The site contains an existing mobile home park.

Property Location: The property is located approximately 395' east of the intersection of Great Falls Highway and Rose Anna Lane. The property extends back along Rose Anna Lane and Colton Way approximately 816'.

Legal Description: TMS # 0086-00-032.02

Zoning Classification: Current: R-15, Moderate Density Residential/Agricultural District

***Voting District:* District 2, Charlene McGriff**

B. Site Information
Site Description: The property is located approximately 395' east of the intersection of Great Falls Highway and Rose Anna Lane. The property extends back along Rose Anna Lane and Colton Way approximately 816'. The site contains an existing mobile home park.

C. Vicinity Data
Surrounding Conditions: To the north, all adjacent properties are zoned R-15, Moderate Density Residential/Agricultural District. To the south, all adjacent properties are zoned R-15, Moderate Density Residential/Agricultural District. To the east, the adjacent property is zoned B-3, General Commercial District. To the west, all adjacent properties are zoned R-15, Moderate Density Residential/Agricultural District.

D. Exhibits
1. Rezoning Application
2. Location Map
3. Tax Inquiry Sheet
4. UDO – Section: 2.1.1 Residential Districts
5. Table of Uses

II. Findings

Code Considerations:

The **R-15, Moderate Density Residential/Agricultural District** is designed to accommodate the most dense single-family residential developments (not including manufactured homes) in areas of the county which are either experiencing urban growth or which are expected to experience urban growth in the near future. This type of development requires that both water

and sewer lines be installed prior to construction beginning on the site. If water and sewer are not available to the site, the site shall be based on the regulations of the R-30 district. The minimum lot size is 14,250 square feet and the minimum lot width is 90 feet.

The **MHP, Manufactured Home Park District,** is established to accommodate planned manufactured housing park developments. This district affords County residents with an alternative housing type and thereby promotes the health, safety, and welfare of the community. This district shall apply to specified parcels of land only at the request of the owners of such parcels. Such manufactured home parks shall be developed with a zoning permit issued in accordance with both the permit approval and conditional and special exception uses chapters of this ordinance.

III. Conclusions

The facts and findings of this report show that the property referenced as TMS # 0086-00-032.02 in Lancaster County, SC is designated as residential on the Lancaster County Future Land Use Map. It should be noted that the designation of *residential* on the Future Land Use Map does not differentiate between "stick-built" homes and manufactured homes. The surrounding parcels are utilized as mini-warehousing, single-family residential and unimproved land.

IV. Recommendation:

It is therefore the recommendation of the Planning Staff that the rezoning request for the property referenced as TMS # 0086-00-032.02 in Lancaster County, SC be approved.

EXHIBIT 1

LANCASTER COUNTY
SOUTH CAROLINA

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

Do Not Write In This Box

Application No. RZ 014-016 Date Received _____ Fee Paid _____

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

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

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

2. Give either exact address or tax map reference to property for which a district boundary change is requested: 0086-00-032.02 (10.09 ac)
3. How is this property presently designated on the map? R-15
4. How is the property presently being used? Mobile Home Park
5. What new designation or map change do you purpose for this property? MHP
6. What new use do you propose for the property? None - Remain Mobile Home Park

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:

   Submitted by County Council

8. If this involves a change in the Ordinance text, what section or sections will be affected? _____
9. Explanation of and reasons for proposed change: To correct zoning error

(use back of form if additional space is needed)

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

APPLICANT'S NAME (PRINT)
Steve Willis

ADDRESS:
PO Box 1809
Lancaster, SC 29721

Phone: 416-9300

Steve Willis
SIGNATURE

Lancaster County Zoning Department

101 N. Main Street
P.O. Box 1809
Lancaster, South Carolina 29721-1809

Telephone (803) 416-9777

Fax (803) 416-9797

Date: May 5, 2014

I, Steve Culp, do hereby give my consent for Lancaster County Council to rezone my property located at Rose Anna Ln & Colton Way Parcel ID number 0086-00-032.02. I / we understand that this rezoning is to correct the zoning classification to the proper district that coincides with the allowed uses designated in the Table of Permissible Uses for Lancaster County. I / we understand that there will be no charge for this case.

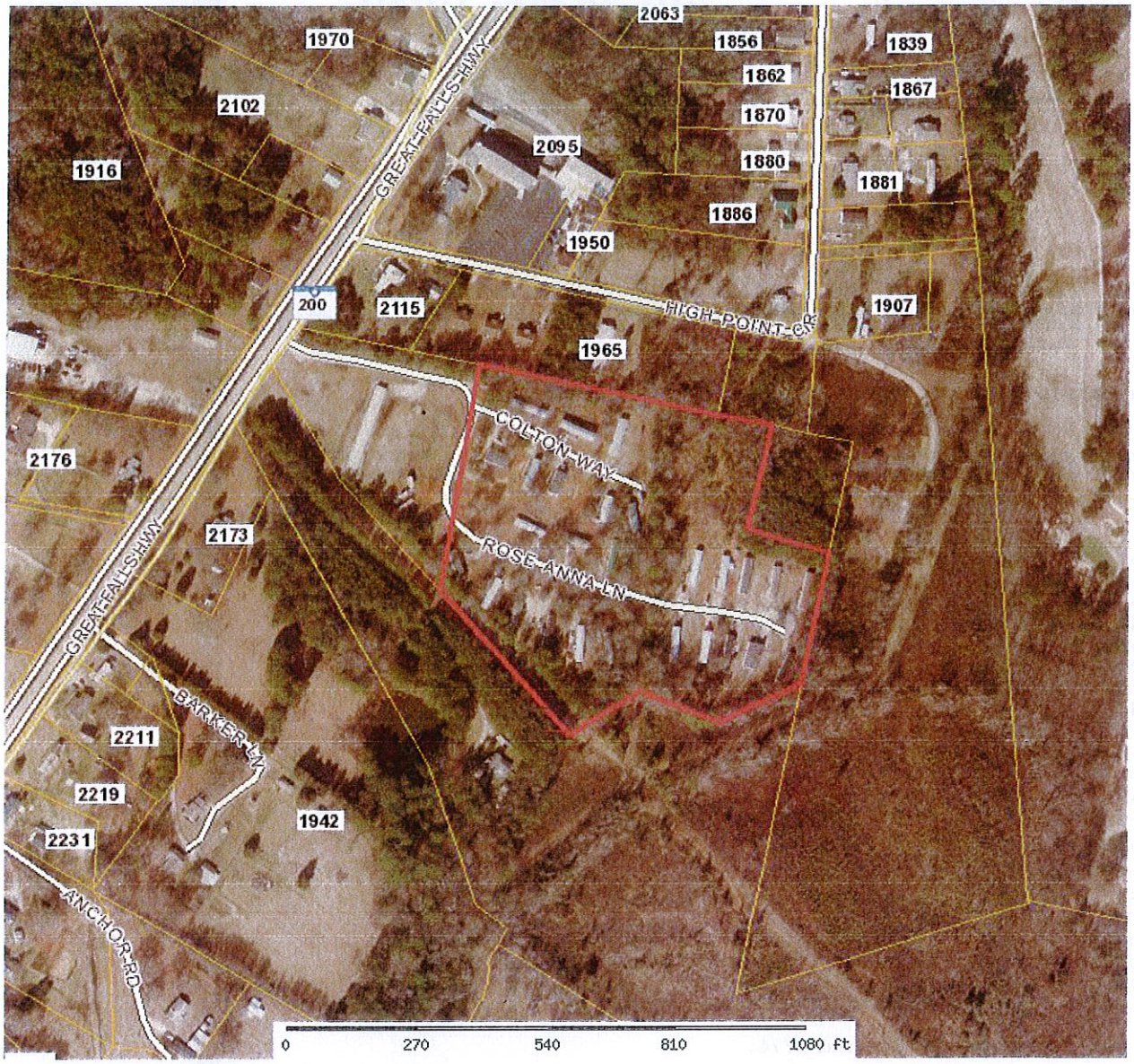
Corrected Zoning Classification is **R-15 Residential corrected to MHP – mobile home park**

Signature of Property Owner Steve Culp

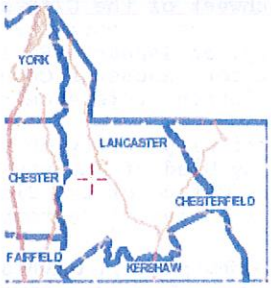
Staff Signature Amy Barr

Notary Public for South Carolina Mila Gams

Commission Expires 12.1.2018



Lancaster County Assessor			
Parcel: 0086-00-032.02 Acres: 10.09			
Name:	CULP ANTHONY STEVEN	Land Value	$81,400.00
Site:	EAST OF HWY 200	Improvement Val	$0.00
Sale:	$$0 on 02-1982 Vacant= Qual=	Accessory Value	$45,000.00
Mail:	3110 GILLIAM SOWELL LN LANCASTER, SC 29720-0000	Total Value	$126,400.00



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

Date printed: 05/05/14 : 09:14:04

TITLE NOT SEARCHED
DEED DRAWN ONLY

Received 2-17-82
Tax Map Code 86/3201 & 3202
Or Portion Of

State of South Carolina,
County of Lancaster

TITLE TO REAL ESTATE

Know All Men by These Presents, That We, Perry M. Culp and Meral M. Culp

hereinafter referred to as grantor for and in consideration of the sum of Five and No/ 100ths ($5.00) ---------- Dollars

to grantor paid by Anthony Steven Culp

hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

"All that certain piece, parcel or tract of land lying, being and situate in the County and State aforesaid, located approximately 2.2 miles southwest of the City of Lancaster, containing 10.09 acres, more or less, and being a portion of the property shown on plat prepared by R. H. Iseley, RLS, dated October 18, 1976, recorded in the Office of the Clerk of Court for Lancaster County as Plat Number 2643. Said tract described as follows: BEGINNING a point approximately 539.21 feet southeast of South Carolina Highway 200; thence S 14° 27 W for a distance of 417.96 feet to an iron pin; thence S 75° 38 E for a distance of 619.6 feet to an iron; thence N 13° 39 E for a distance of 249.0 feet to an iron; thence N 75° 38 W for a distance of 175.0 feet to an iron; thence S 13° 39 W for a distance of 275.69 feet to an iron; thence S 66° 18' 30" W for a distance of 194.04 feet to a point; thence N 61° 43' W for a distance of 175.92 feet to a point; thence S 73° 22 W for a distance of 80.58 feet to a point; thence S 58° 42' 30 W for a distance of 59.60 feet to a point; thence N 42° 12' 30" W for a distance of 451.10 feet to the point of beginning."

Being the identical property conveyed to Perry M. Culp and Meral M. Culp by deed of Anthony Steven Culp, said Deed being recorded in the Office of the Clerk of Court for Lancaster County on the 26th day of January, 1977 in Deed Book C-6 at page 3049.

Also see Plats Number 2773 and 2774.

ALSO:
"All that certain piece, parcel or tract of land lying, being and situate in the County of Lancaster and State aforesaid, approximately 2.2 miles southwest of the City of Lancaster, containing 2.52 acres, more or less, and being more particularly described on plat prepared by R. H. Iseley, on January 18, 1977, recorded in the Office of the Clerk of Court for Lancaster County as Plat No. 2774. For a more complete description, reference to said plat is craved."

Being the identical property conveyed to Perry M. Culp and Meral M. Culp by Deed of Anthony Steven Culp, said Deed being recorded in the Office of the Clerk of Court for Lancaster County on the 11th day of September, 1978 in Deed Book D-6 at page 849.

The within described property is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors and Assigns forever.

And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 17th day of February, 19 82, and in the two hundred and sixth year of the Soverignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Witness

Witness

Perry M. Culp (Seal)
Perry M. Culp

Meral M. Culp (Seal)
Meral M. Culp

(Seal)

STATE OF SOUTH CAROLINA,
County of Lancaster.

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the Grantor sign, seal and, as grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that (s)he, with the other witness above, witnessed the execution thereof.

SWORN to before me, this 17th day of February

(Seal)
Notary Public of South Carolina

My Commission Expires: 1-10-84

Witness

STATE OF SOUTH CAROLINA,
County of Lancaster.

RENUNCIATION OF DOWER

I, the undersigned Notary Public, a Notary Public of South Carolina, do hereby certify unto all whom it may concern, that the undersigned, wife of the grantor, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named grantee and grantee's heirs, successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 17th day of February, 19 82.

(Seal)
Notary Public of South Carolina

My Commission Expires: 1-10-84

Meral M. Culp
Meral M. Culp

State of South Carolina,
County of Lancaster

PERRY M. CULP AND
MERAL M. CULP

TO

ANTHONY STEVEN CULP
Route #7 Douglas
Lancaster, SC 29720

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the 17 day of February 19 82, and was immediately entered upon the proper indexes and duly recorded in Book 2022 of Deeds, page

Clerk of Court of Common Pleas and General Sessions or Register Mesne Conveyance for the State and County aforesaid.

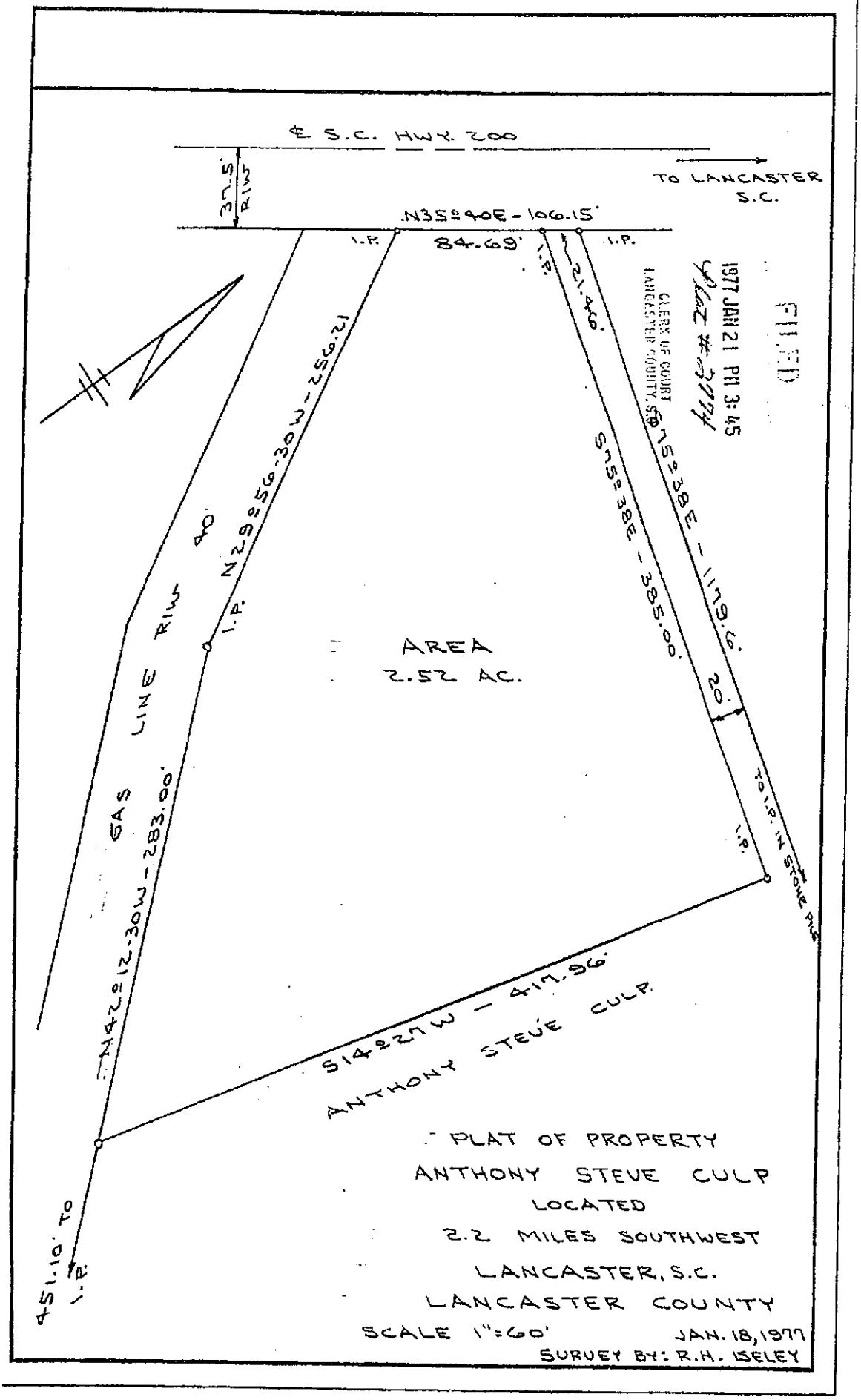
I hereby certify that the within Deed has been this day of A.D. 19 , Recorded in Book of Deeds, page

Auditor

of the State and County aforesaid.

COPYRIGHT © 1980 LANCASTER, S.C.

RKF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TO LANCASTER S.C.
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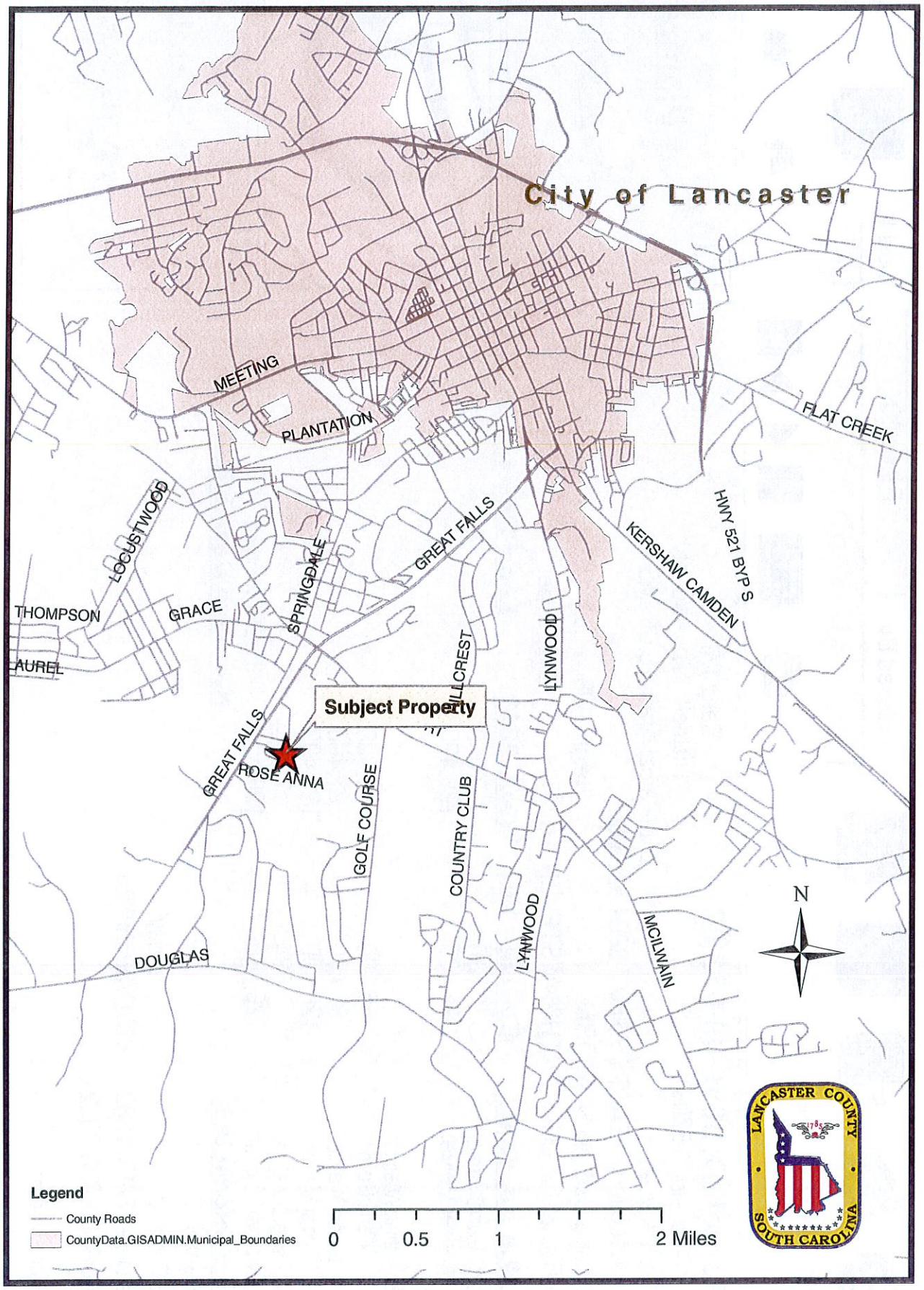
84.69'
I.P.
21.46'
S75°38E - 1179.6'
S75°38E - 385.00'
20'
TO I.P. IN STONE PILE
N29°56-30W - 256.21
GAS LINE R/W 80'
AREA
2.52 AC.
N42°12-30W - 283.00'
S14°27W - 417.96'
ANTHONY STEVE CULP
451.10' TO I.P.
FILED
1977 JAN 21 PM 3:45
CLERK OF COURT
LANCASTER COUNTY, S.C.
PLAT OF PROPERTY
ANTHONY STEVE CULP
LOCATED
2.2 MILES SOUTHWEST
LANCASTER, S.C.
LANCASTER COUNTY
SCALE 1"=60'
JAN. 18, 1977
SURVEY BY: R.H. ISELEY

Exhibit 2
RZ 014-016: Location Map



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Account: 15786 District: 01 - County

Sticker #: Ent. Parcel Area: 10.09 - AC

Location: EAST OF HWY 200 Lancaster

Land Use: NRN - NQRes Neigh: 06 - 06

Owner #1: CULP ANTHONY STEVEN Own Type:

Market Adj Value	Current	Year 2013
Calc. Land Area:	10.090	10.090
Full Market Value:	126,400	126,400
Building Value:		
Yard Items:	45,000	45,000
Land Value:	81,400	81,400
Total Value:	126,400	126,400
Assessed Value:	7,584	7,584
Capped Total:	126,400	126,400

Reval / Market 03

Legal Description

Sales Information

Grantor:

Sale Price: 0 Validity:

Sale Date: 2/17/1982 Sold Vacant: No

Legal Ref: E006-2022

Narrative Description

Office Notes Notes

No Picture Available

No Sketch Available

EXHIBIT 3

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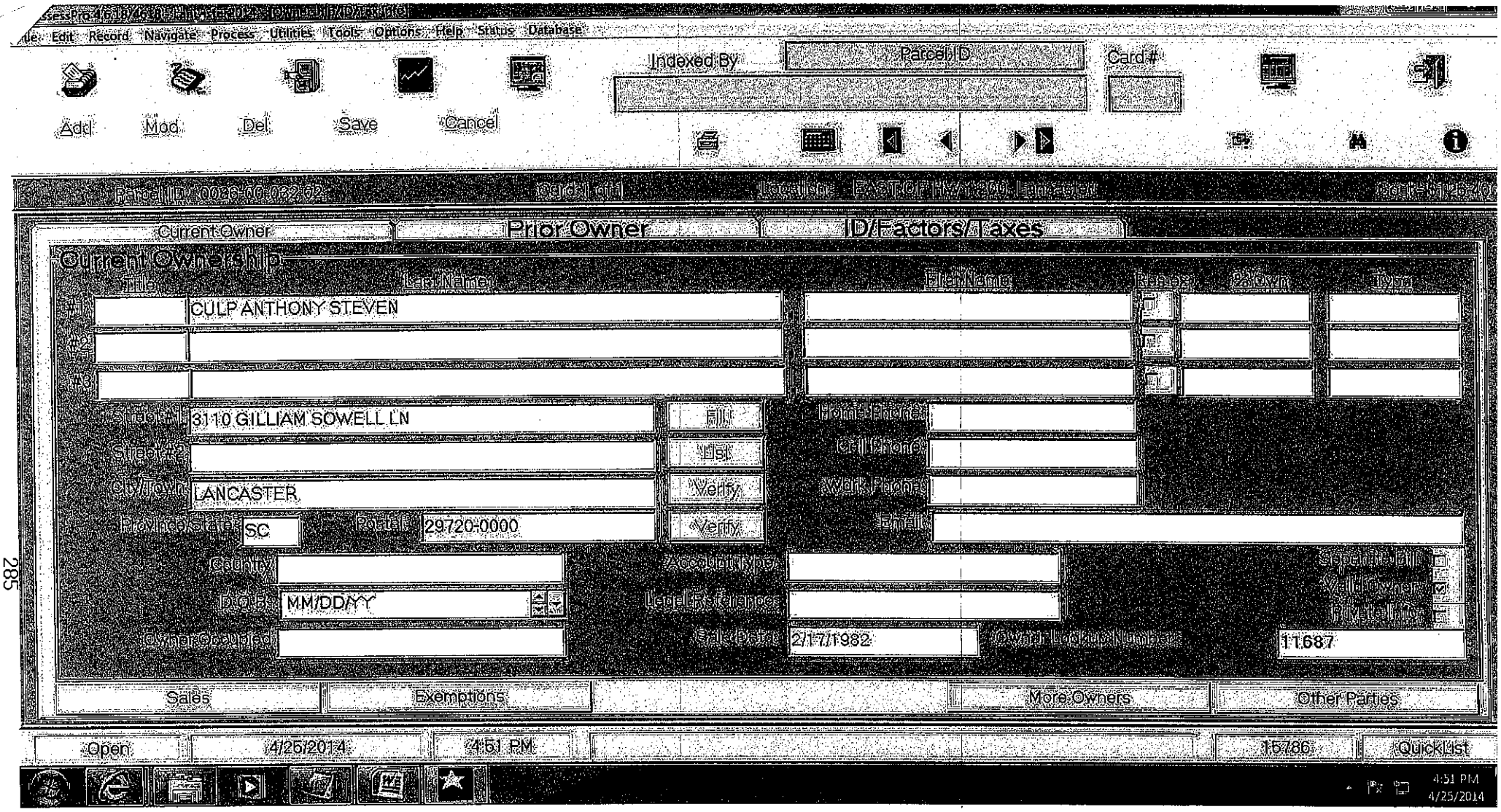
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Card #
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Parcel ID: 0086-00-032.02
Card 1 of 1
Location: EAST OF HWY 200, Lancaster
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Remarks
% Own
Type
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CULP ANTHONY STEVEN
#2
#3
Street #1
3110 GILLIAM SOWELL LN
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
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Verify
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Cell Phone
Work Phone
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D.O.B.
MM/DD/YY
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Account Type
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Sale Date
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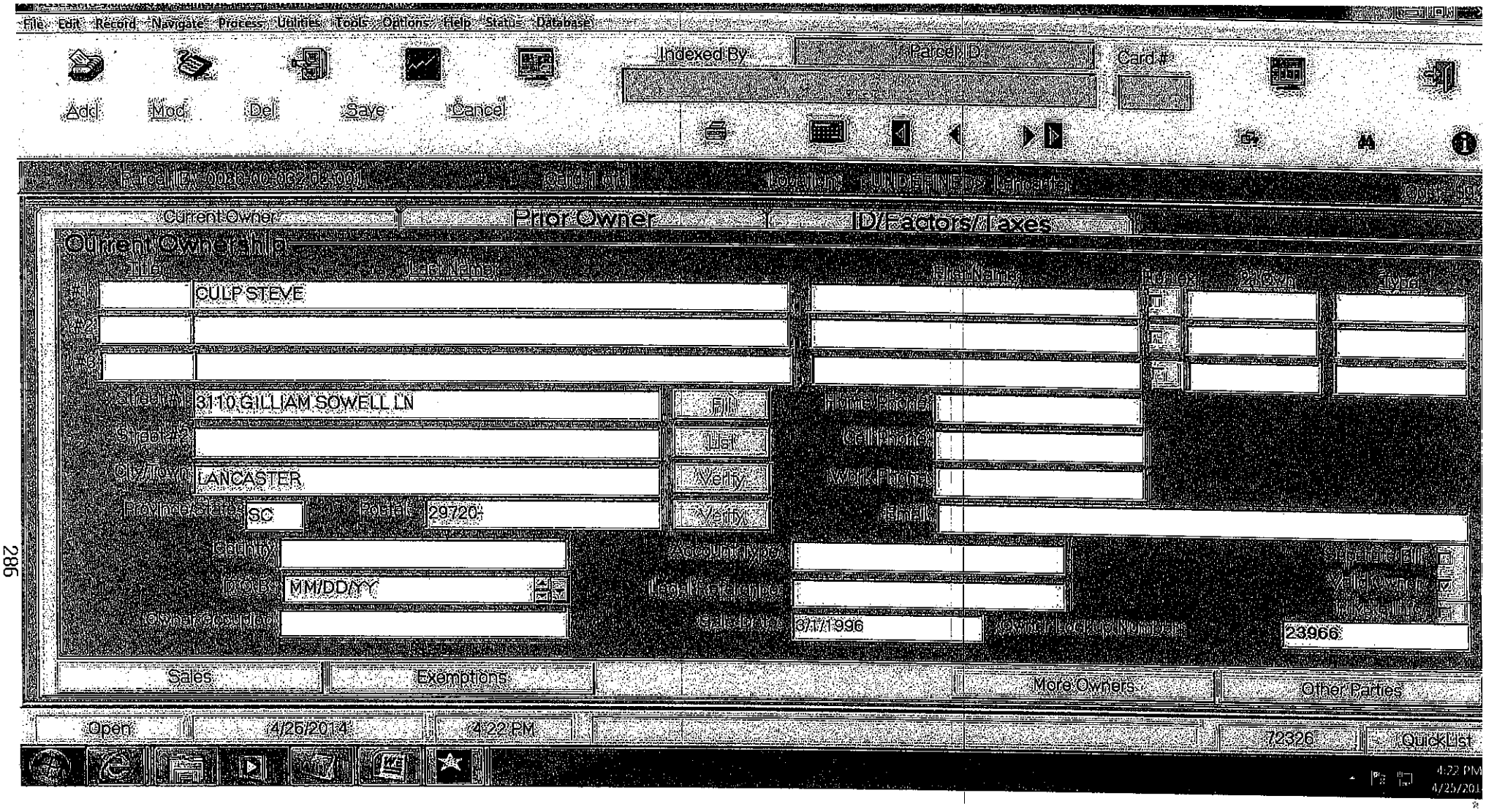
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Card 1 of 1
Location: UNDEFINED > Lancaster
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Ro ex
Type
#1
CULP STEVE
#2
#3
Street #1
3110 GILLIAM SOWELL LN
Street #2
City/Town
LANCASTER
Province/State
SC
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MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date
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Owner Lookup Number
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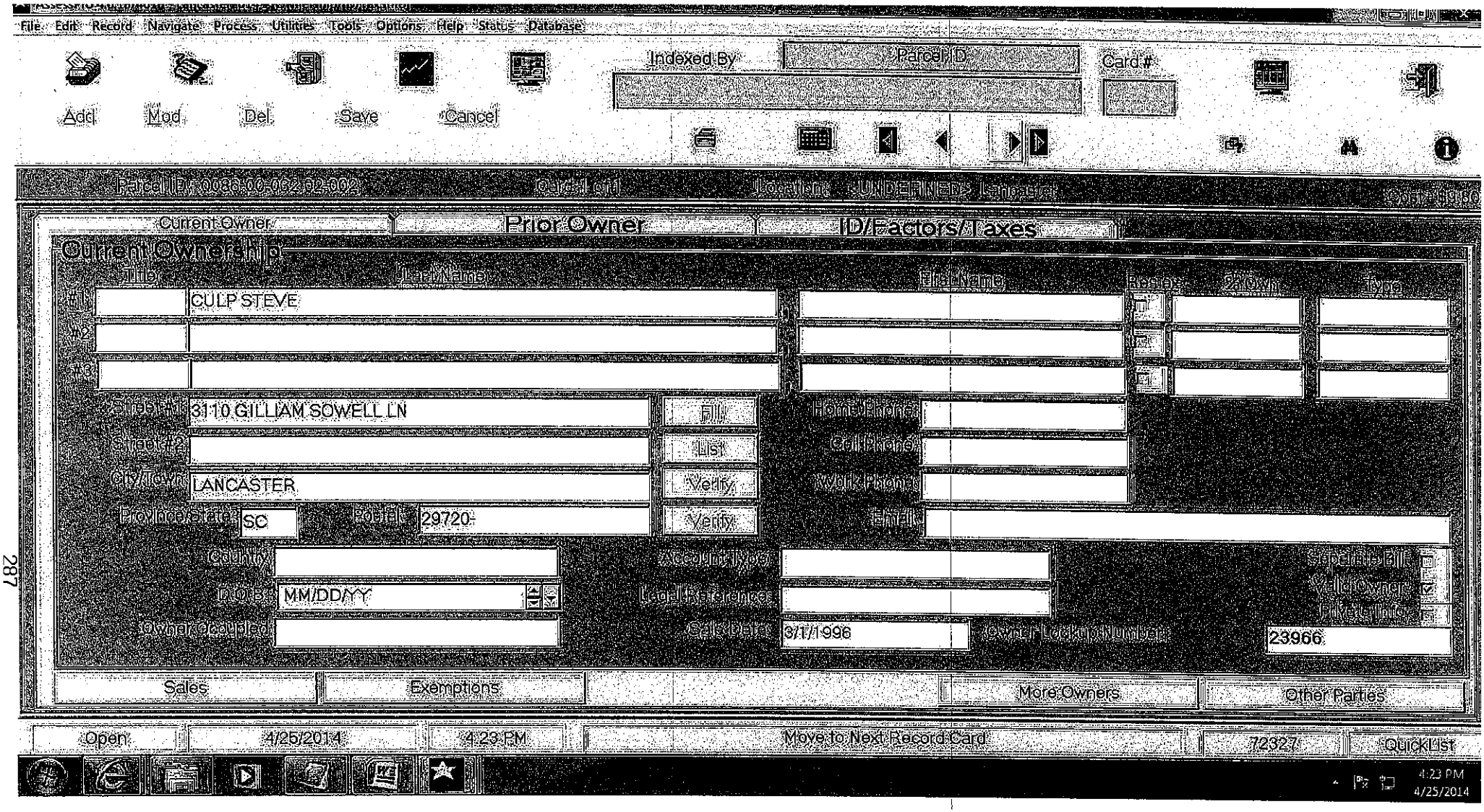
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Card: Lot 1
Location: <UNDEFINED> Lancaster
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Res.
% Own
Type
#1
CULP STEVE
#2
#3
Street #1
3110 GILLIAM SOWELL LN
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720-
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Verify
Home Phone
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Work Phone
Email
Country
D.O.B.
MM/DD/YY
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Account Type
Legal Reference
Sale Date
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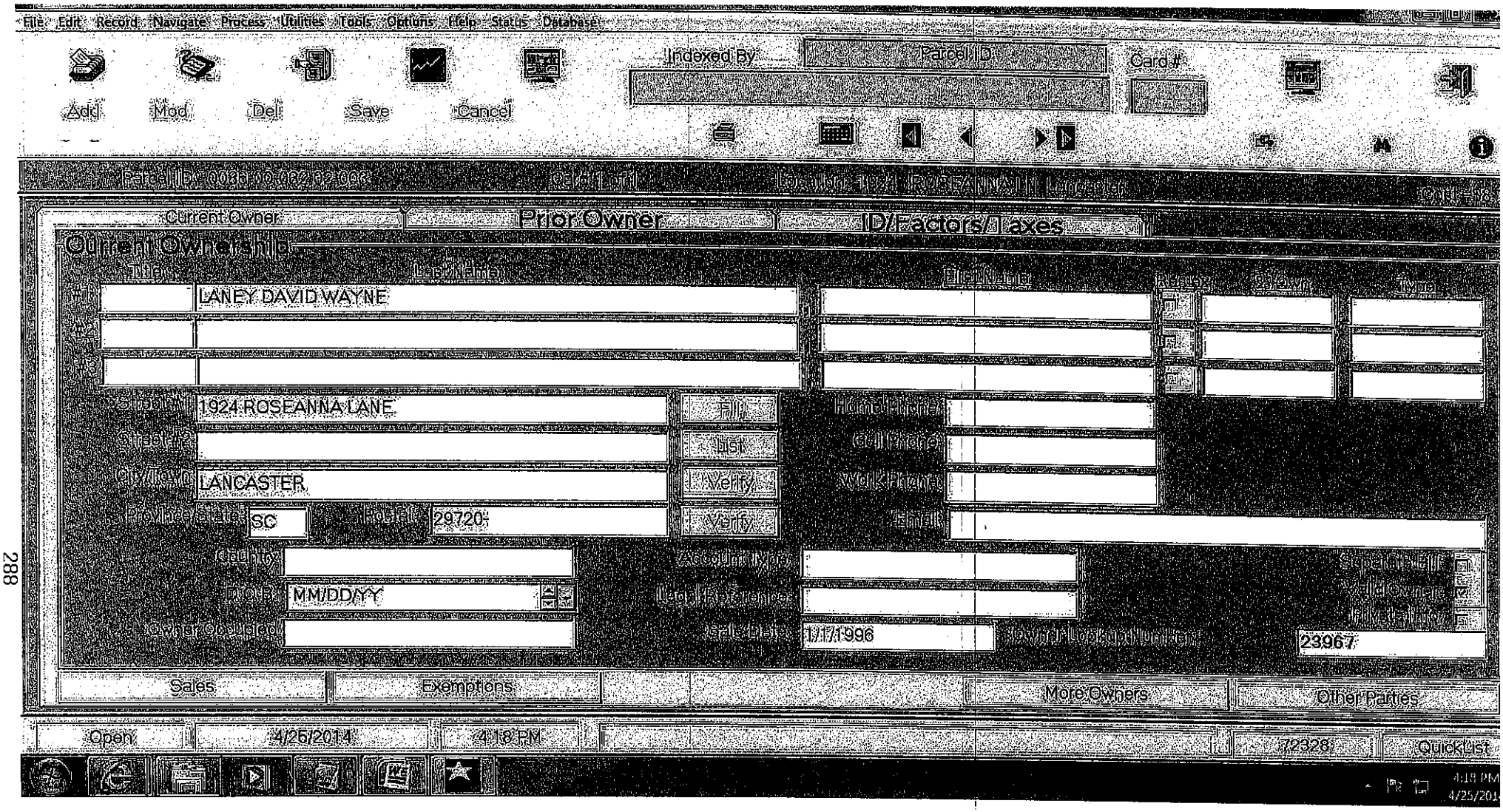
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Card #
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Card #1 of 1
Location: 1924 ROSEANNA LN Lancaster
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Type
#1
LANEY DAVID WAYNE
#2
#3
Street #1
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Street #2
City/Town
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Province/State
SC
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29720
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4/25/201

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Indexed By: Parcel ID Card #

Parcel ID: 0083-00-062.02-001 Card: 1 of 1 Location: <UNDEFINED> Move Next Card

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

	Title	Last Name	First Name	Prefer	% Own	Type
#1		BOWERS DENNIS				
#2						
#3						

Street #1: 2518 OLD CAMDEN HWY Fill
Street #2: List
City/Town: LANCASTER Verify
Province/State: SC Postal: 29720 Verify
County:
D.O.B: MM/DD/YY
Owner Occupied:

Home Phone:
Cell Phone:
Work Phone:
Email:
Account Type:
Legal Reference:
Sale Date: 3/1/1996
Owner Lockout Number: 23968

Separate Bill
Vile Owner
Private Info

Sales | Exemptions | More Owners | Other Parties

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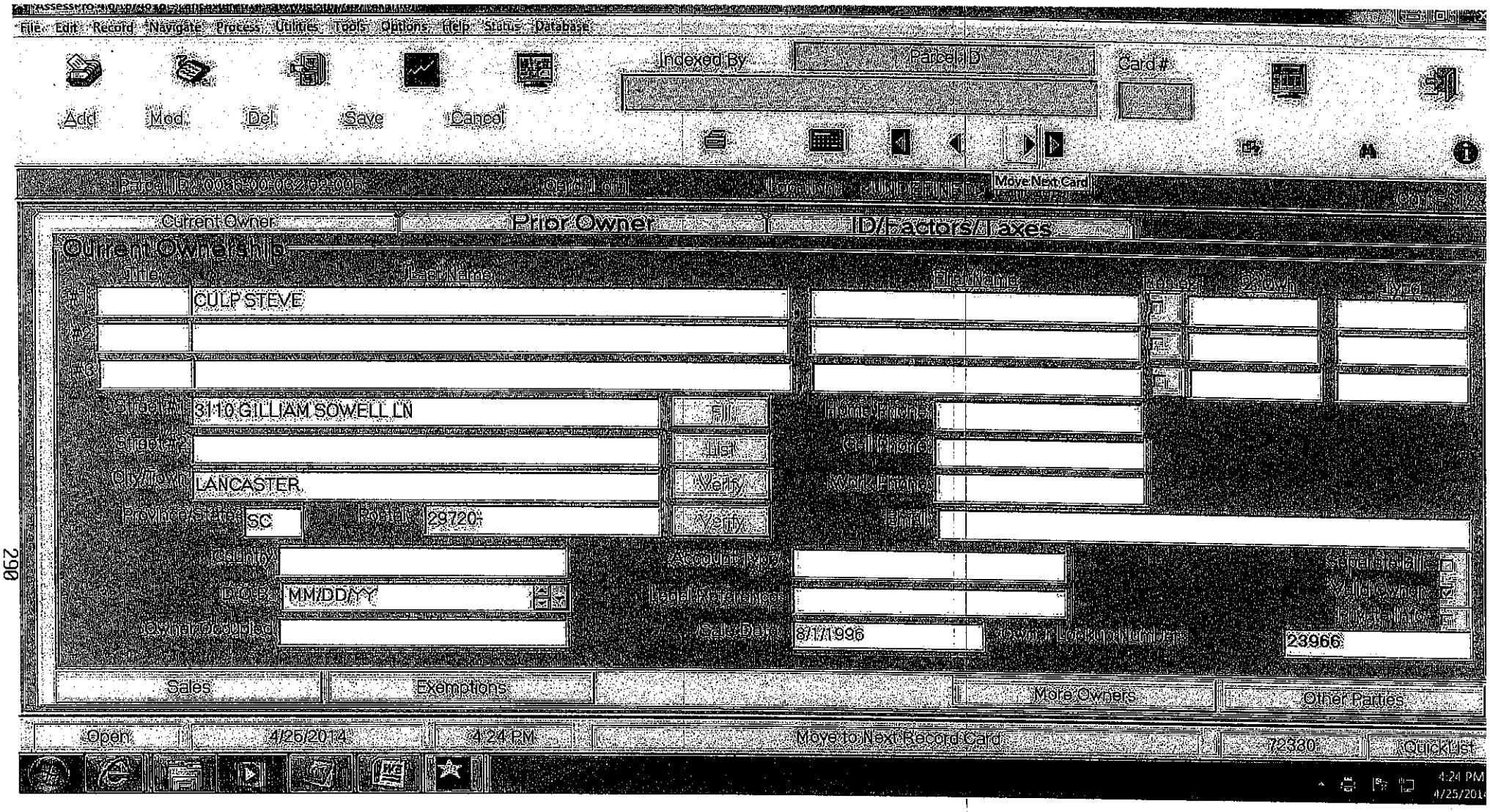
4:23 PM 4/25/2014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Title
Last Name
First Name
Pos #
Ownership
Type
#1
CULP STEVE
#2
#3
Street #1
3110 GILLIAM SOWELL LN
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720
Fill
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Verify
Verify
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Account Type
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Owner Lookup Number
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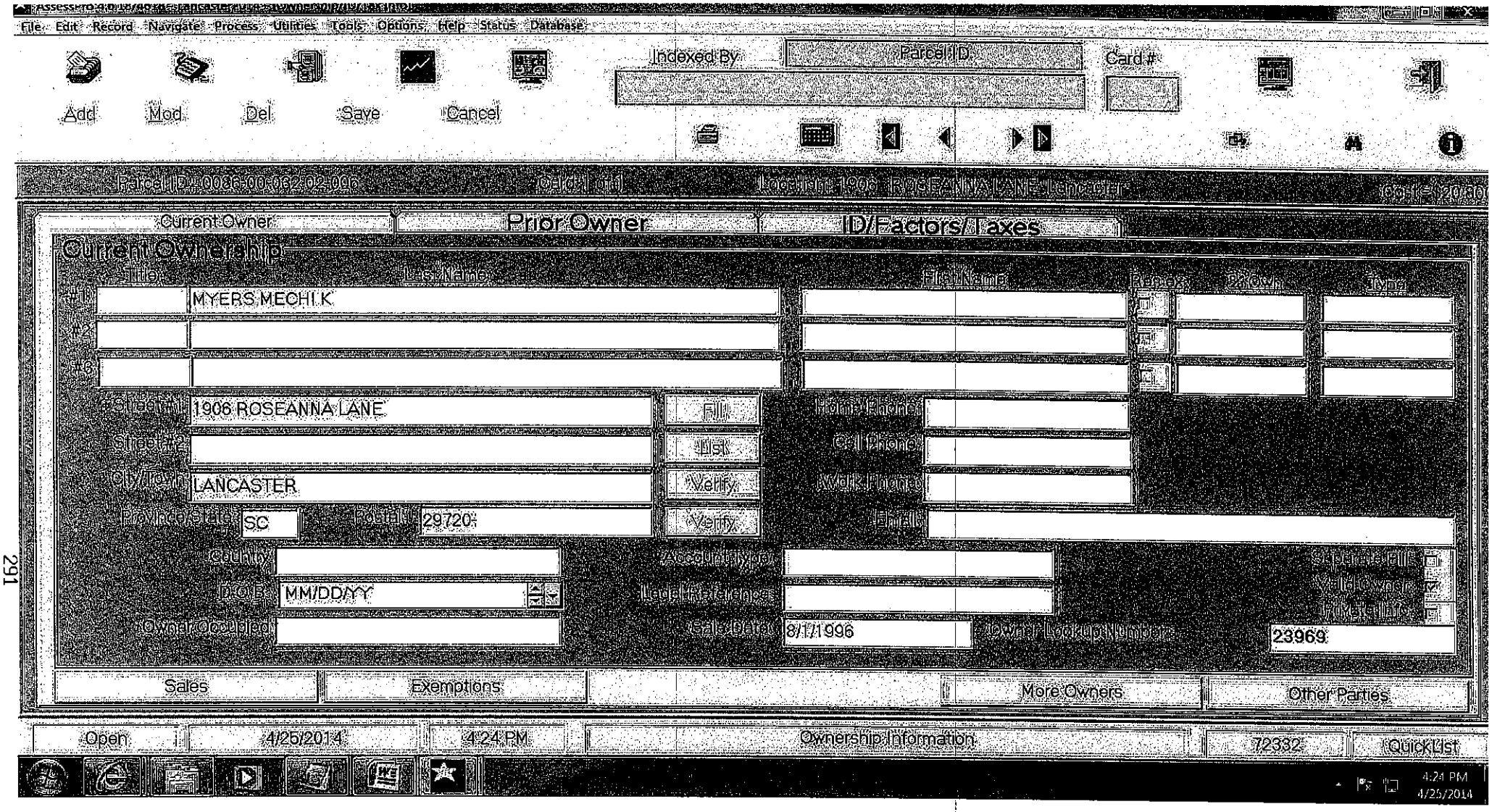
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Card 1 of 1
Location: 1906 ROSEANNA LANE Lancaster
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Res ex
2 Own
Type
#1
MYERS MECHI K
#2
#3
Street #1
1906 ROSEANNA LANE
Fill
Home Phone
Street #2
List
Cell Phone
City/Town
LANCASTER
Verify
Work Phone
Province/State
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Postal
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Account Type
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Sale Date
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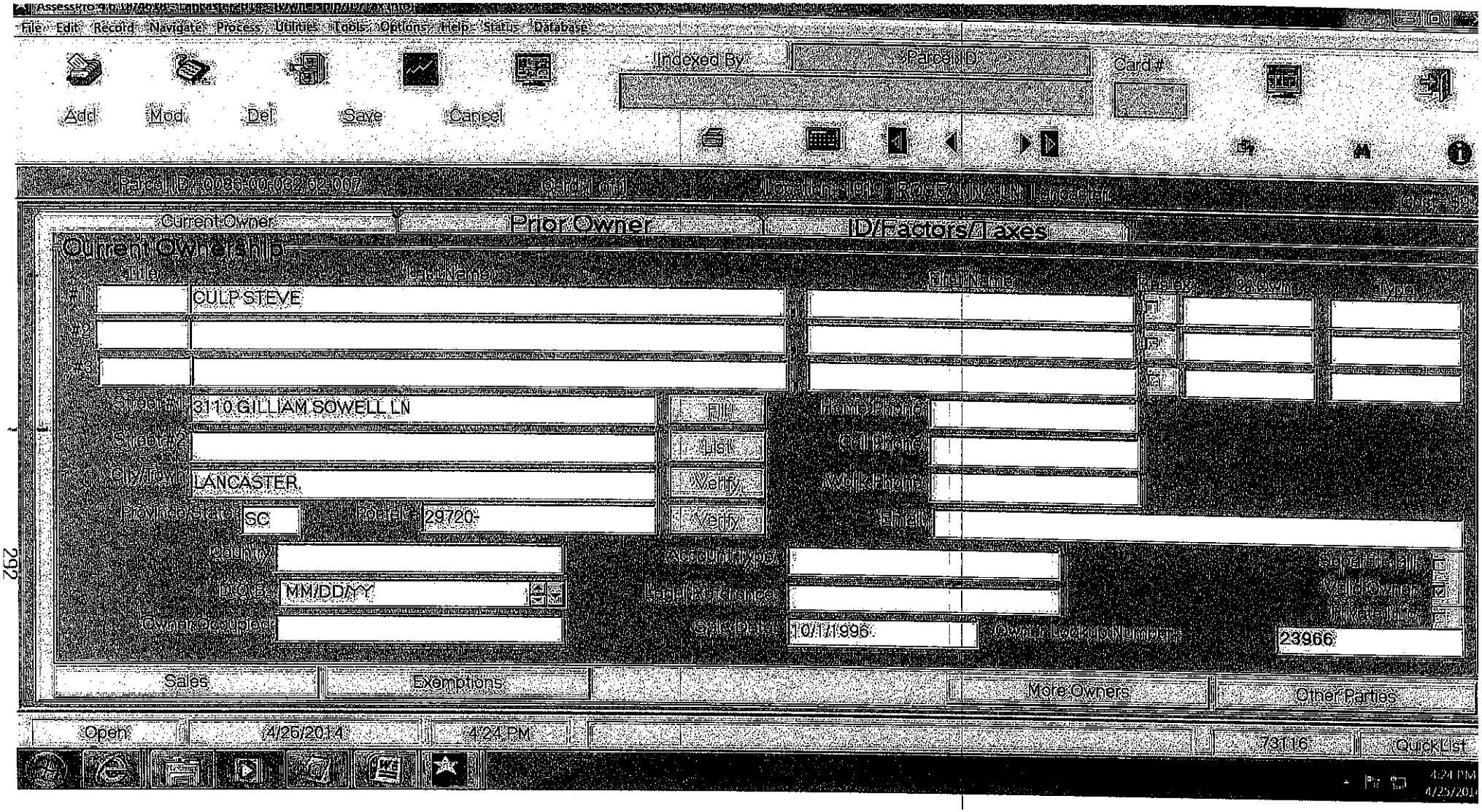
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Card #
Parcel ID: 0086-00-062-02-007
Card: 1 of 1
Location: 1910 ROSEANNA LN Lancaster
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Phone
Q Owner
Type
#1
CULP STEVE
#2
#3
Street #1
3110 GILLIAM SOWELL LN
Street #2
City/Town
LANCASTER
Province/State
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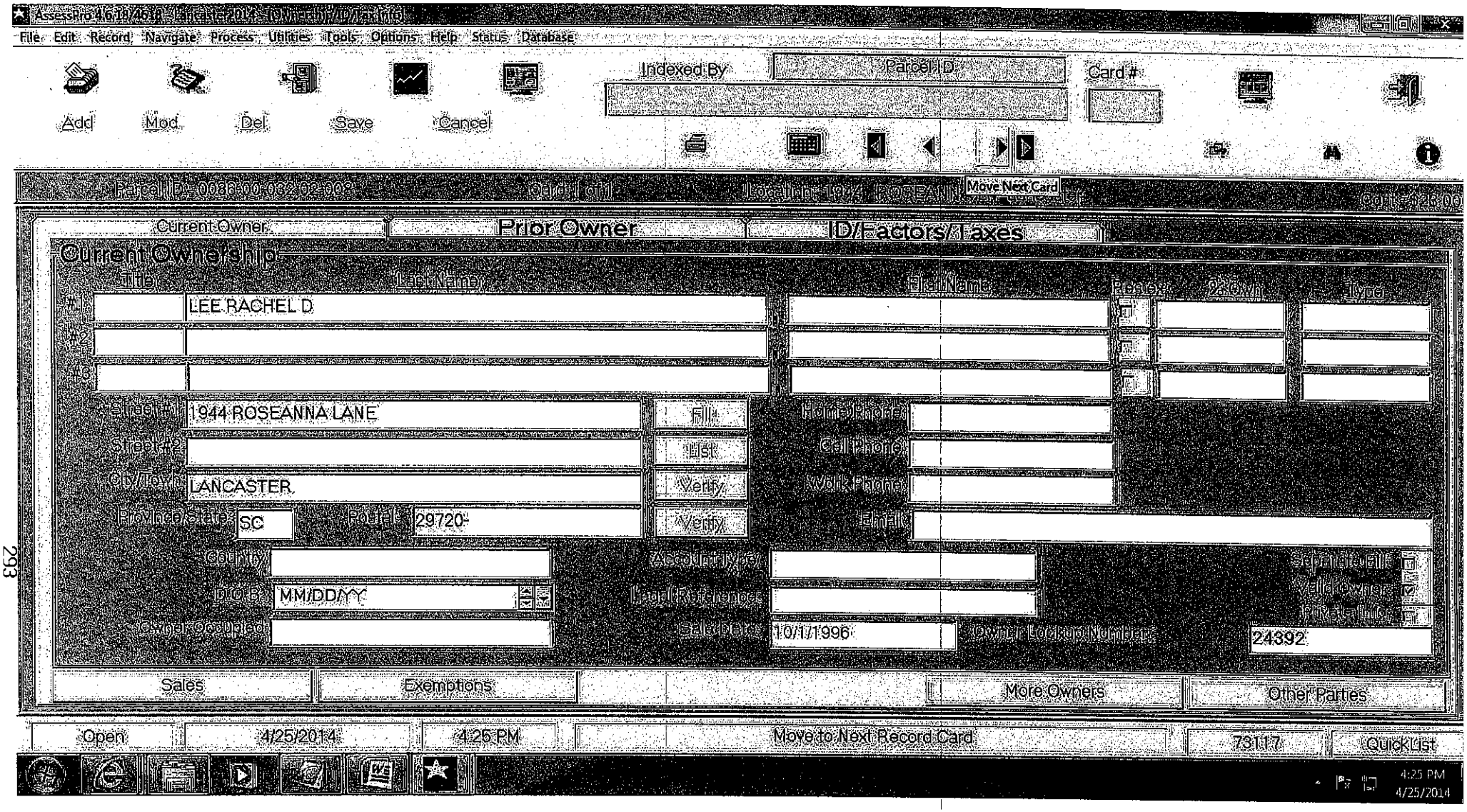
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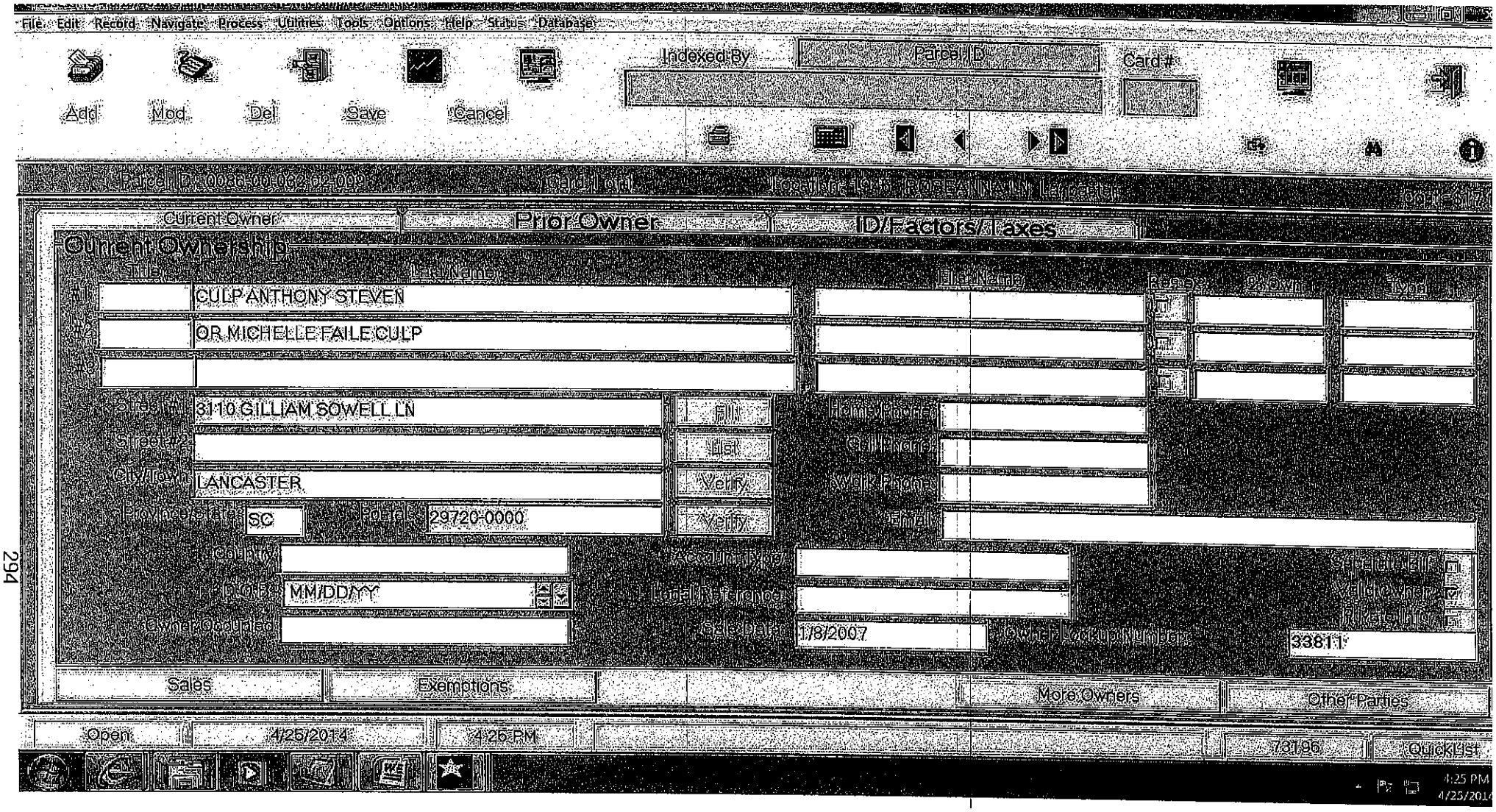
Location: 1944 ROSEANNA
Move Next Card
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Pen ex
% Own
Type
#1
LEE RACHEL D
#2
#3
Street #1
1944 ROSEANNA LANE
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720-
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B.
MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date
10/1/1996
Owner Lookup Number
24392
Separate Bill
Valid Owner
Private Info
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:25 PM
Move to Next Record Card
73117
QuickList
4:25 PM
4/25/2014


File Edit Record Navigate Process Utilities Tools Options Help Status Database
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Parcel ID: 0086-00-062-02-009
Card 1 of 1
Location: 1945 ROSEANNA LN Lancaster
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Reset
% Own
Type
#1
CULP ANTHONY STEVEN
#2
OR MICHELLE FAILE CULP
#3
Street #1
3110 GILLIAM SOWELL LN
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720-0000
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B.
MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date
1/8/2007
Owner Lookup Number
33811
Separate Bill
Valid Owner
Rate Info
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
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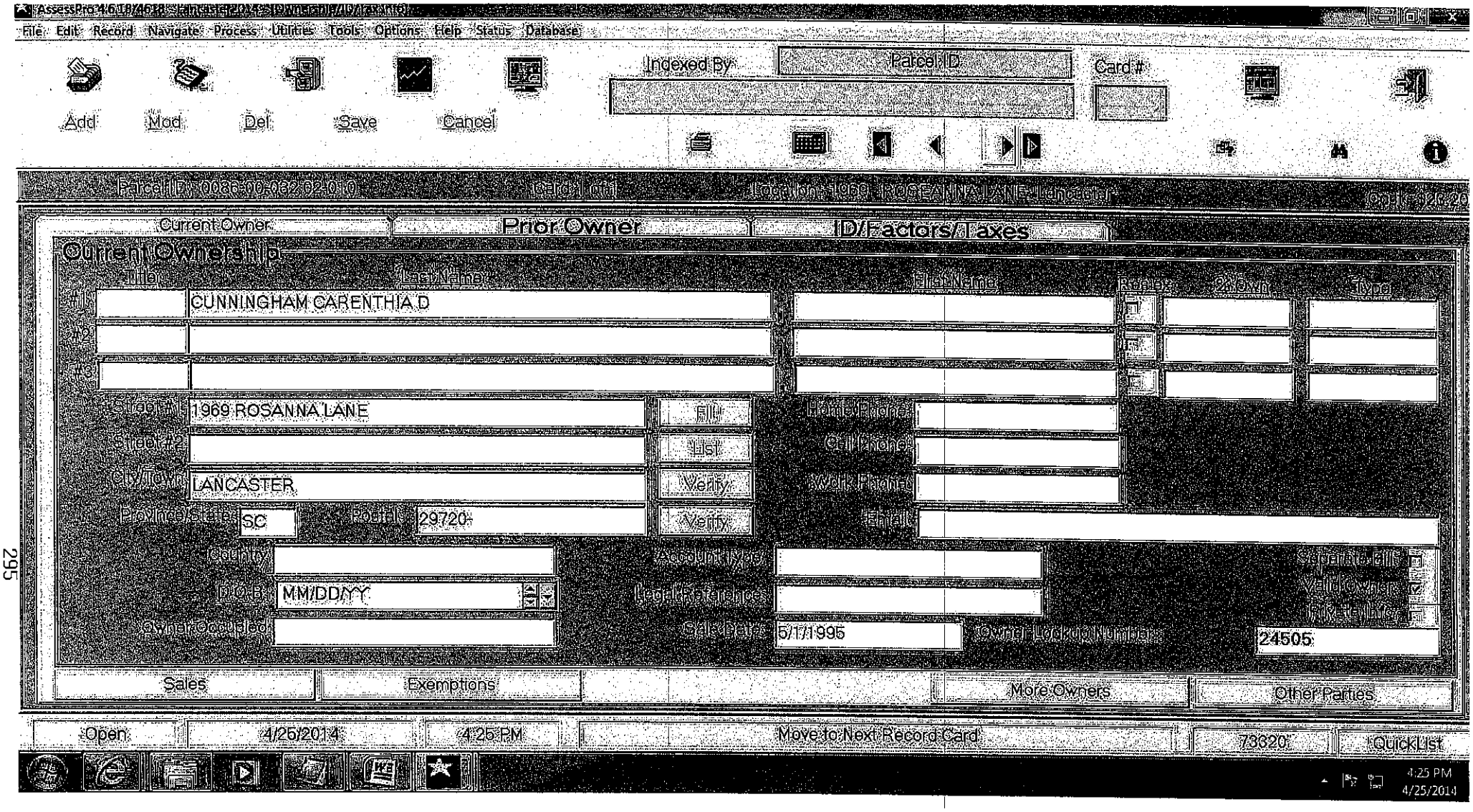
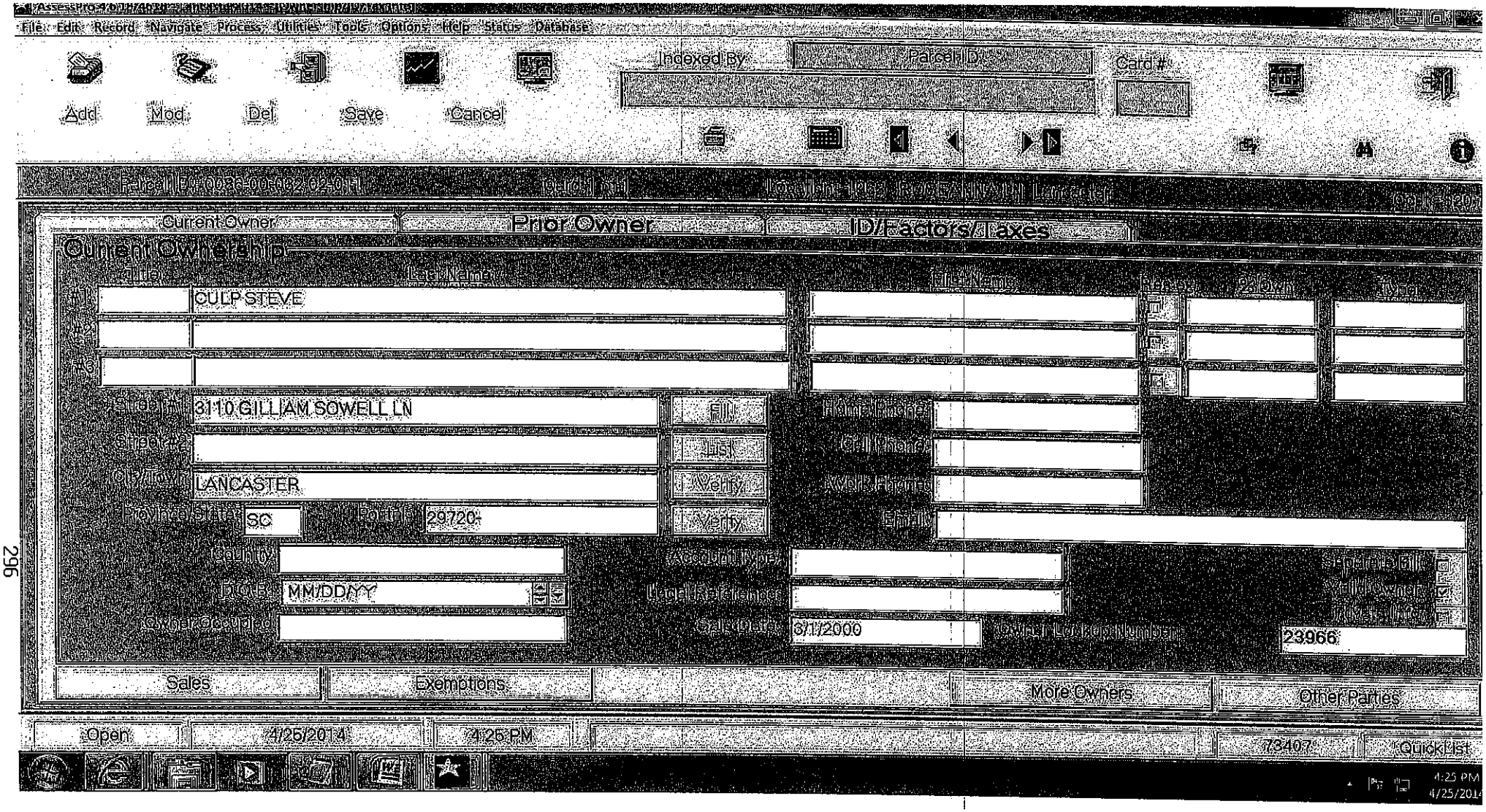
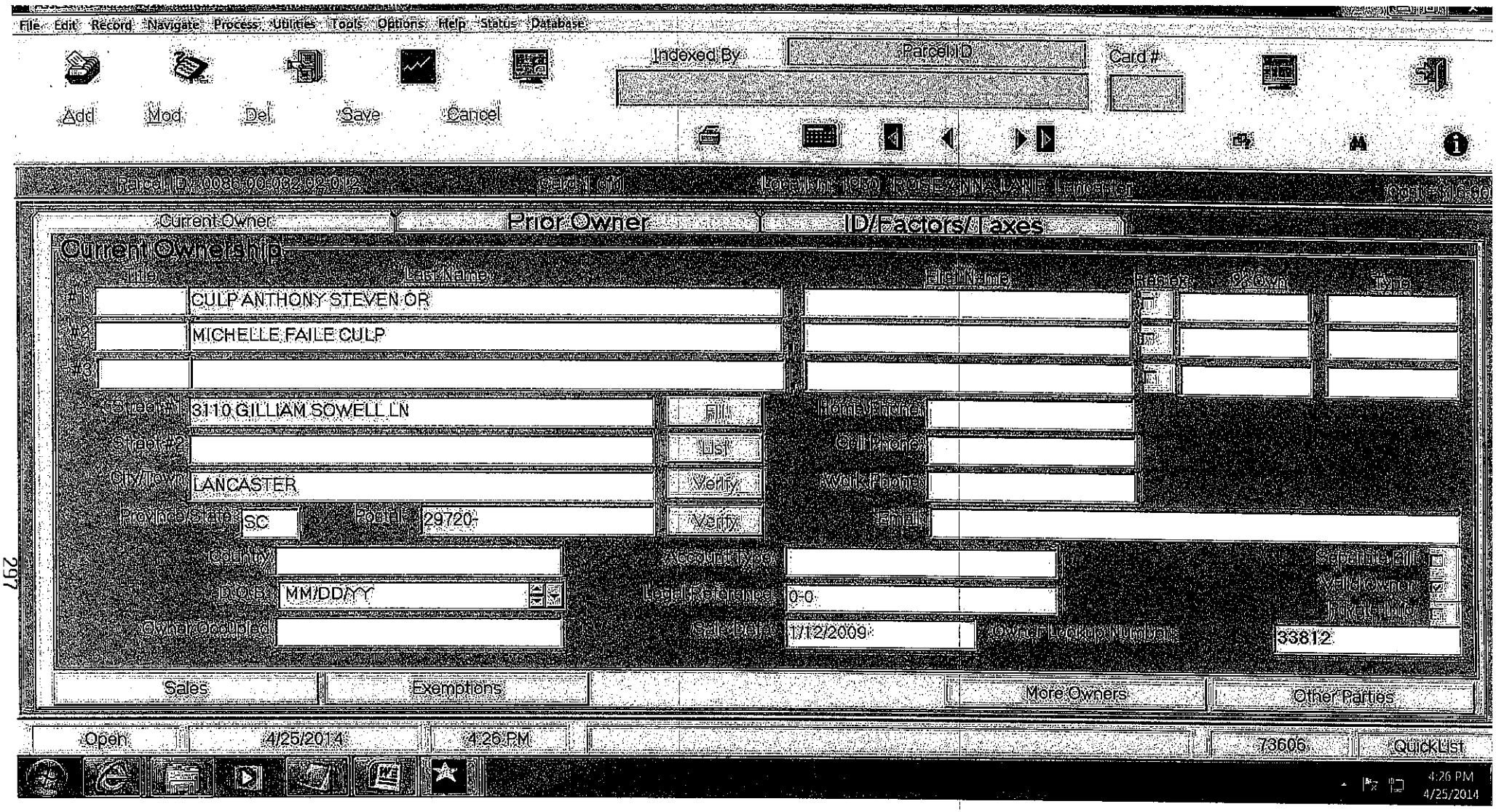
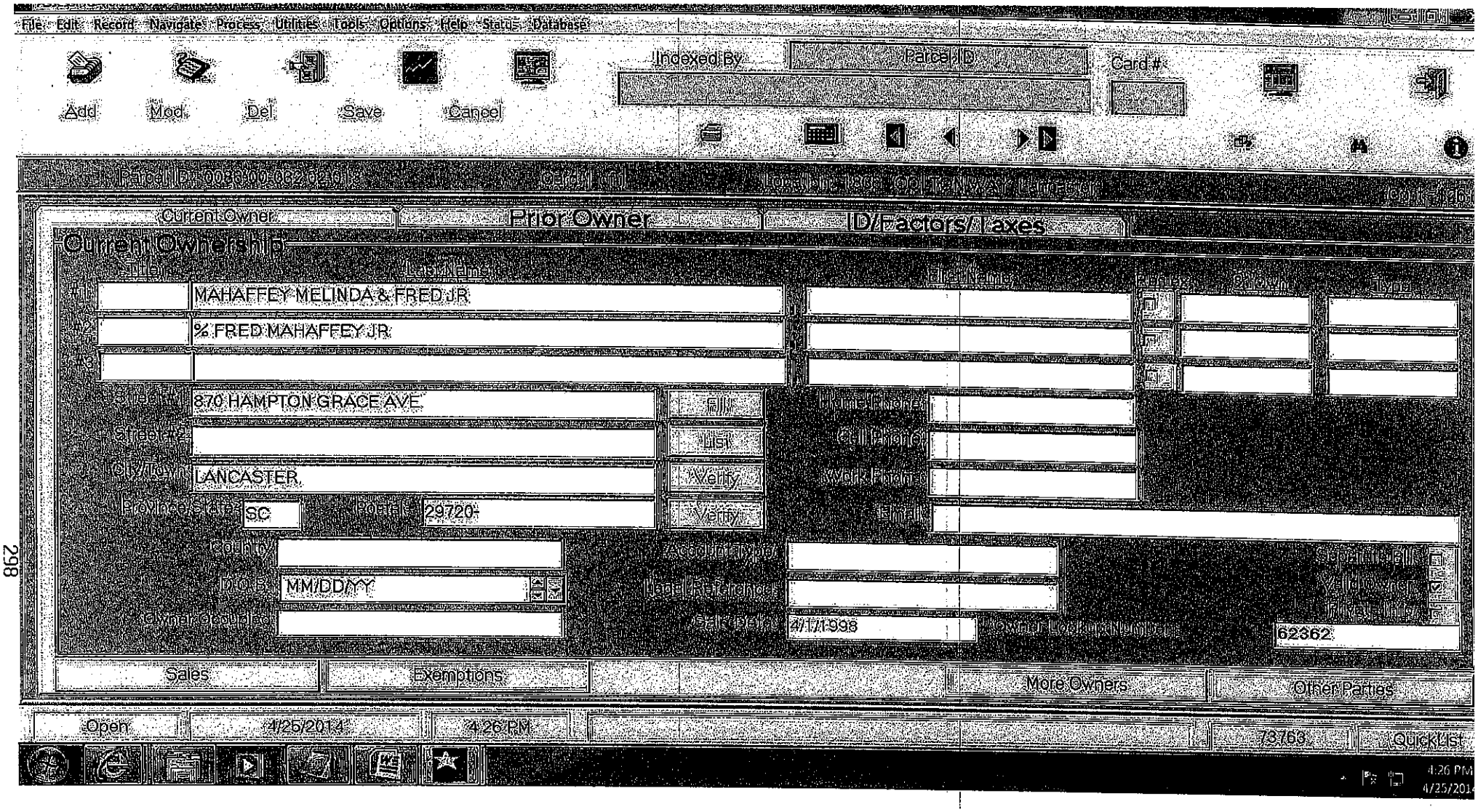
QuickList
4:25 PM
4/25/2014


AssessPro 4.6.18/4618 - Lancaster 2014 - [Ownership/ID/Tax Info]
File Edit Record Navigate Process Utilities Tools Options Help Status Database
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Parcel ID: 0086-00-032-02-010
Card: 1 of 1
Location: 1969 ROSEANNA LANE, Lancaster
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Rem Ex
2 Own
Type
#1
CUNNINGHAM CARENTHIA D
#2
#3
Street #1
1969 ROSANNA LANE
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720-
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B.
MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date
5/1/1995
Owner Lookup Number
24505
Separate Bill
Valid Owner
Rate Info
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:25 PM
Move to Next Record Card
73320
QuickList
4:25 PM
4/25/2014


File Edit Record Navigate Process Utilities Tools Options Help Status Database
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Res. Pg
% Own
Type
#1
CULP STEVE
#2
#3
Street #1
3110 GILLIAM SOWELL LN
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720-
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B.
MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date
3/1/2000
Owner Lookup Number
23966
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:25 PM
73407
QuickList
4:25 PM
4/25/2014


File Edit Record Navigate Process Utilities Tools Options Help Status Database
Indexed By
Parcel ID
Card #
Add
Mod
Del
Save
Cancel
Parcel ID: 0086-00-032-02-012
Card 1 of 1
Location: 1950 ROSE ANNA LANE Lancaster
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Resp
% Own
Type
#1
CULP ANTHONY STEVEN OR
#2
MICHELLE FAILE CULP
#3
Street #1
3110 GILLIAM SOWELL LN
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720-
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B.
MM/DD/YY
Owner Occupied
Account Type
Legal Reference
0-0
Sale Date
1/12/2009
Owner Lookup Number
33812
Separate Bill
Valid Owner
Private Info
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:26 PM
73606
QuickList
4:26 PM
4/25/2014


File Edit Record Navigate Process Utilities Tools Options Help Status Database
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
#1 MAHAFFEY MELINDA & FRED JR
#2 % FRED MAHAFFEY JR
#3
Street #1 870 HAMPTON GRACE AVE
Street #2
City/Town LANCASTER
Province/State SC
Postal 29720-
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B. MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date 4/1/1998
Owner Lookup Number 62362
Separate Bill
Valid Owner
Private Info
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:26 PM
73763
QuickList
4:26 PM
4/25/2014

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By | Parcel ID | Card #

Parcel ID: 0086-00-062-02-014 | Card 1 of 1 | Location: 1355 COLTON WAY Lancaster | Cost: $15,100

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

	Title	Last Name	First Name	Res.	2 Own	Type
#1		CULP ANTHONY STEVEN OR				
#2		MICHELLE FAILE CULP				
#3						

Street #1: 3110 GILLIAM SOWELL LN | Fill | Home Phone:

Street #2: | List | Cell Phone:

City/Town: LANCASTER | Verify | Work Phone:

Province/State: SC | Postal: 29720- | Verify | Email:

Country: | Account Type: | Separate Bill

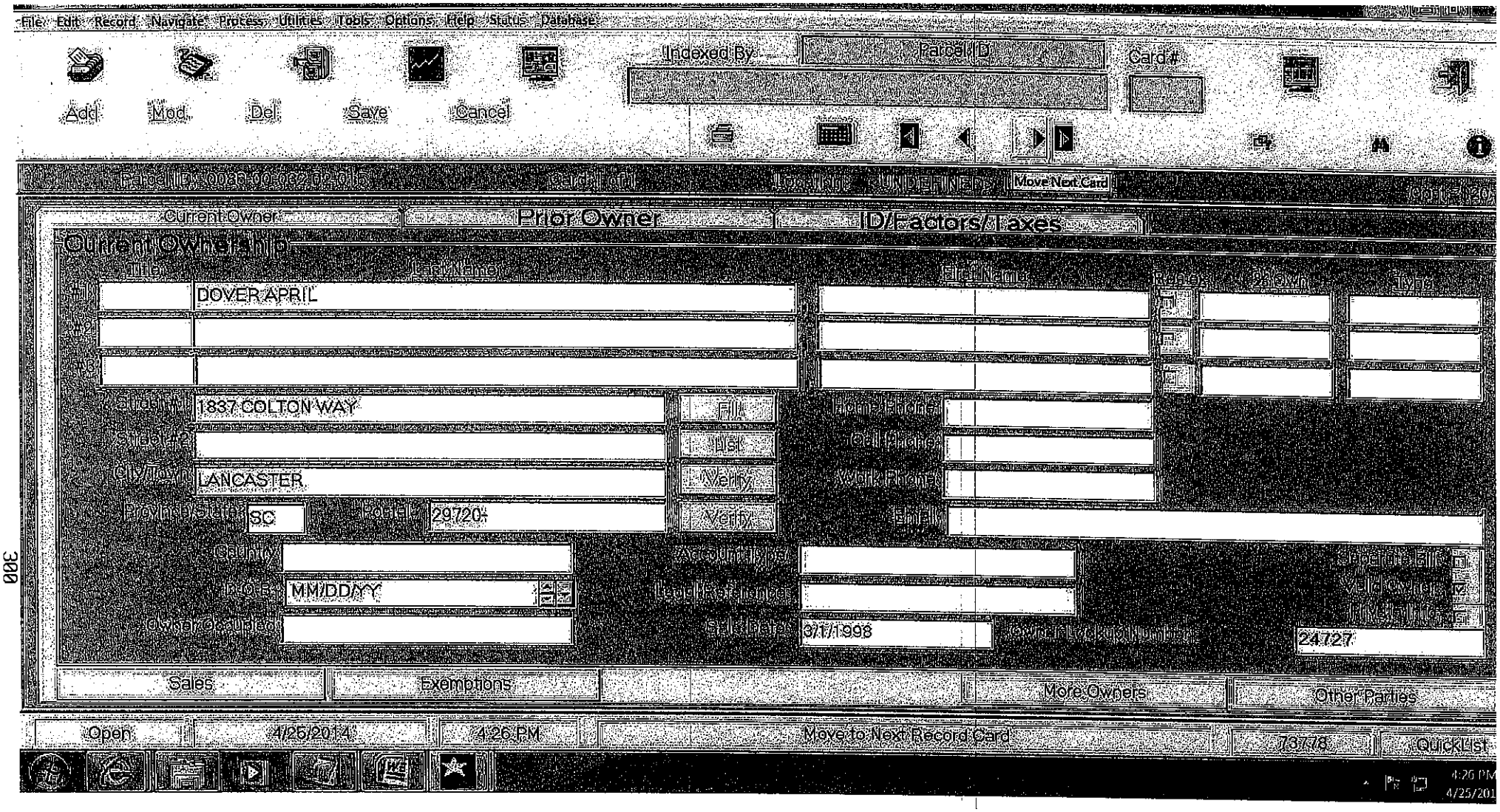
D.O.B.: MM/DD/YY | Legal Reference: | Valid Owner

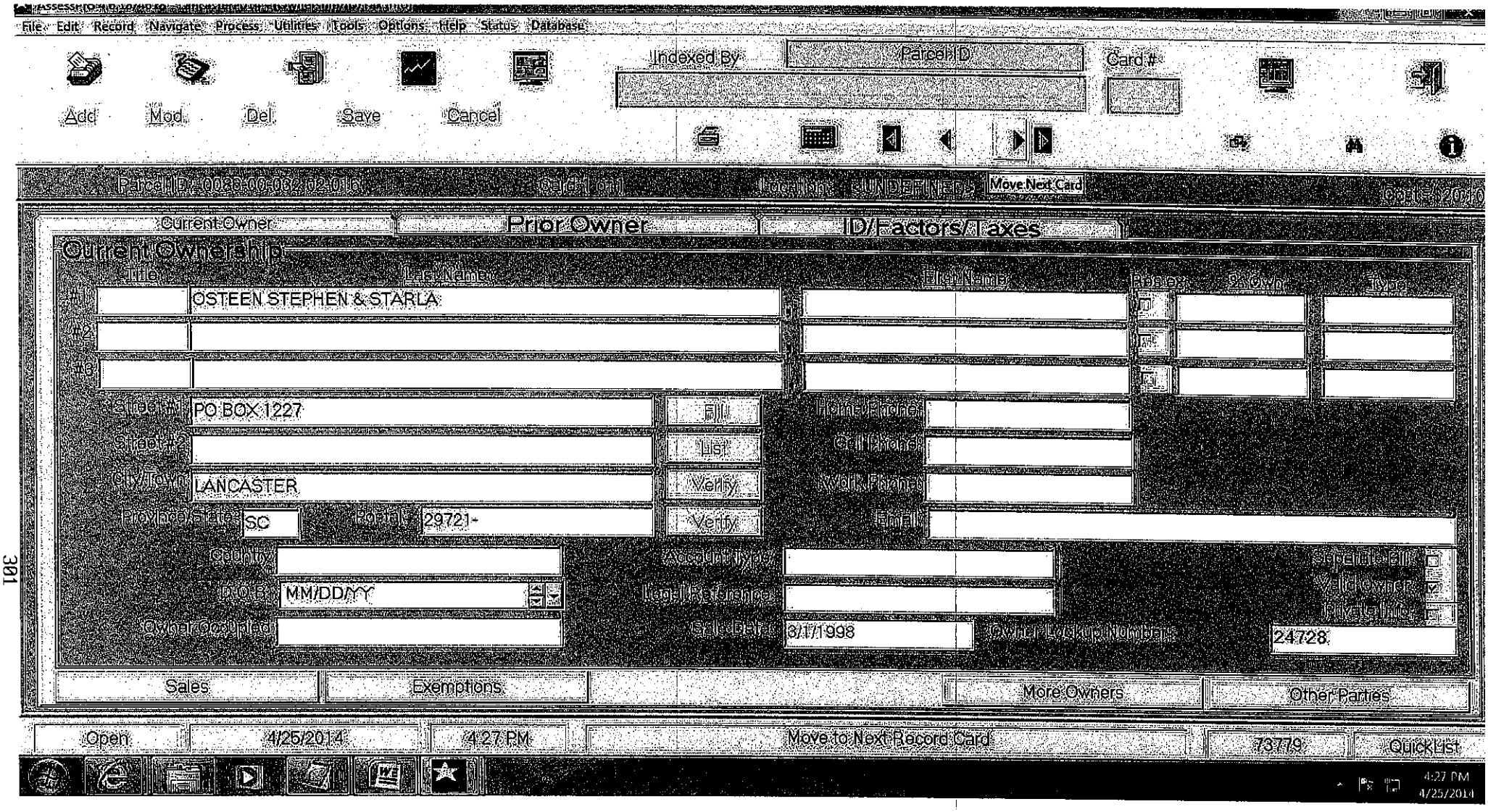
Owner Occupied: | Sale Date: 1/8/2007 | Owner Lookup Number: 33812

Sales | Exemptions | More Owners | Other Parties

Open | 4/25/2014 | 4:26 PM | Ownership Information | 73764 | QuickList

4:26 PM 4/25/2014


File Edit Record Navigate Process Utilities Tools Options Help Status Database
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Move Next Card
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Type
#1
DOVER APRIL
#2
#3
Street #1
1837 COLTON WAY
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720-
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B.
MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date
3/1/1998
Owner Lookup Number
24727
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:26 PM
Move to Next Record Card
73778
QuickList
4:26 PM
4/25/201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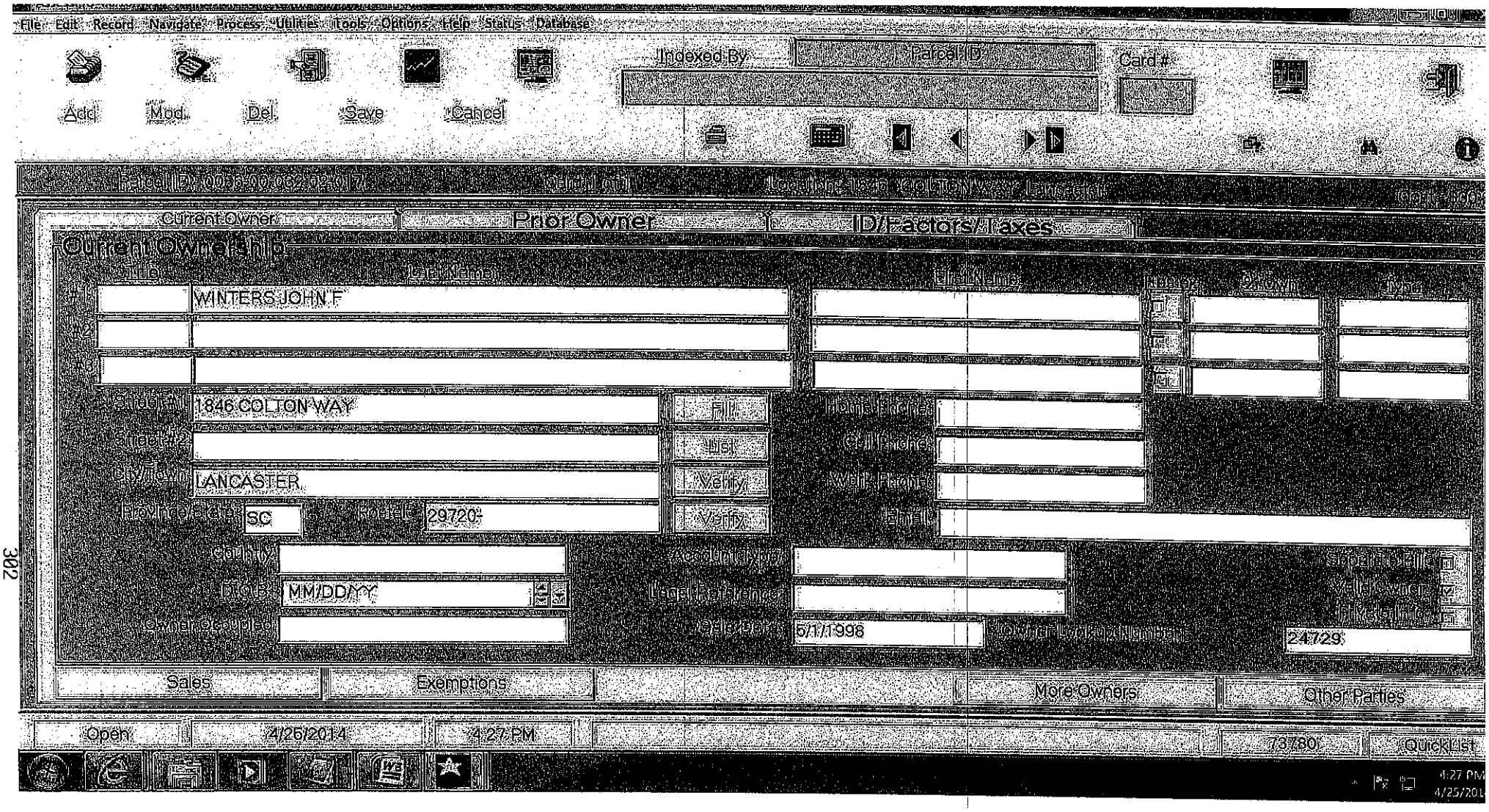
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Parcel ID: 0088-00-032-02-016
Card: 1 of 1
Location: <UNDEFINED>
Move Next Card
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Pos ex
% Own
Type
#1
OSTEEN STEPHEN & STARLA
#2
#3
Street #1
PO BOX 1227
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29721-
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B.
MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date
3/1/1998
Owner Lookup Number
24728
Separate Bill
Valid Owner
Private Info
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:27 PM
Move to Next Record Card
73779
QuickList
4:27 PM
4/25/2014


File Edit Record Navigate Process Utilities Tools Options Help Status Database
Add Mod. Del. Save Cancel
Indexed By
Parcel ID
Card #
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
#1
WINTERS JOHN F
#2
#3
Street #1
1846 COLTON WAY
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720-
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B.
MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date
5/1/1998
Owner Lookup Number
24729
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:27 PM
73780
QuickList
4:27 PM
4/25/201

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID

Card #

Parcel ID: 0038-00-032-02-018 Card: 1 of 1 Location: 1247 COLTON WAY, Lancaster Cost: $17,00

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

	Title	Last Name	First Name	Res.ex	2Own	Type
#1		CULP ANTHONY STEVEN OR				
#2		MICHELLE FAILE CULP				
#3						

Street #1: 3110 GILLIAM SOWELL LN — Fill

Street #2: — List

City/Town: LANCASTER — Verify

Province/State: SC — Postal: 29720- — Verify

Home Phone:

Cell Phone:

Work Phone:

Email:

Country:

D.O.B.: MM/DD/YY

Owner Occupied:

Account Type:

Legal Reference:

Sale Date: 1/8/2007

Owner Lookup Number: 33812

Separate Bill

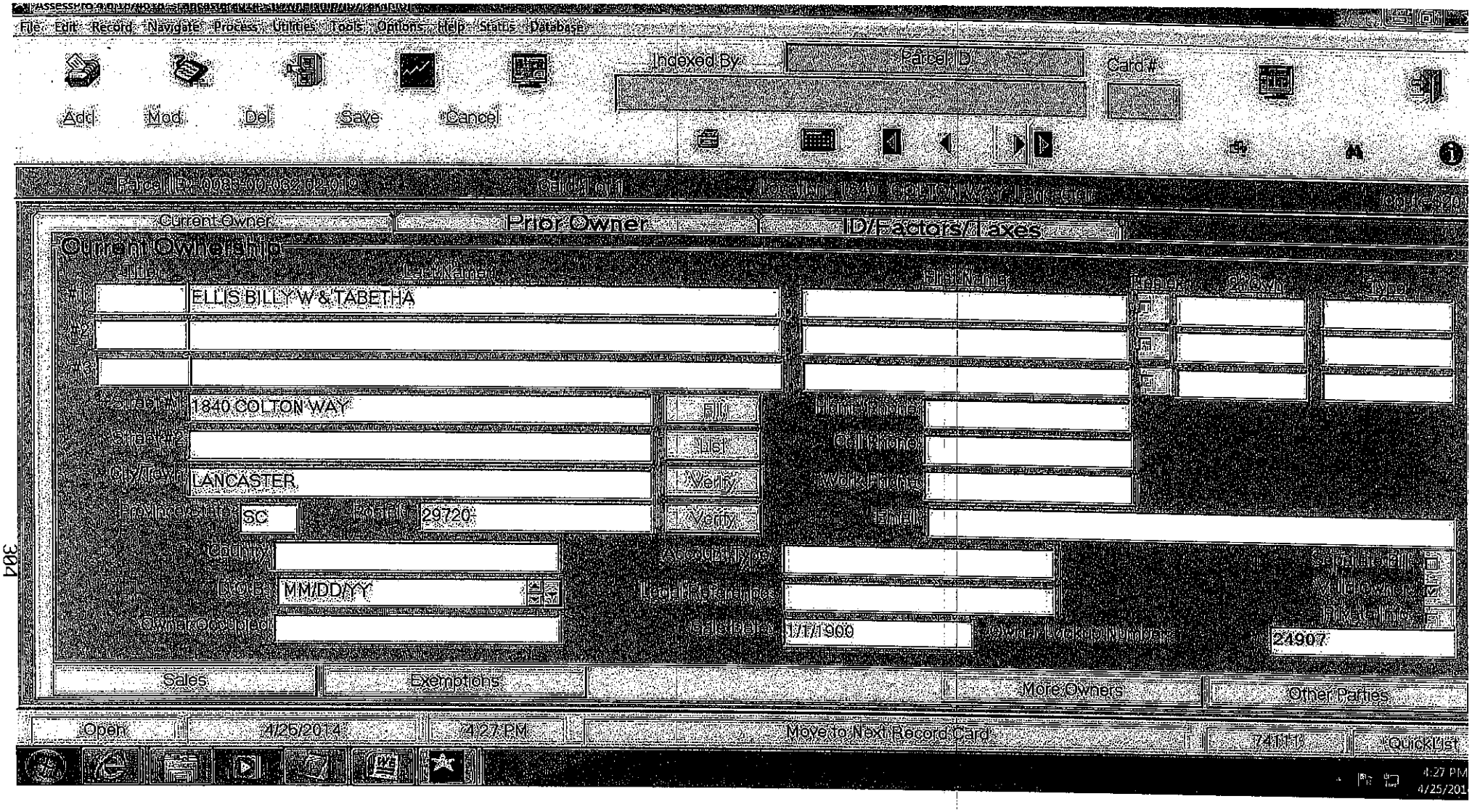
Valid Owner

Private Info

Sales | Exemptions | More Owners | Other Parties

Open | 4/25/2014 | 4:27 PM | 74073 | QuickList

4:27 PM 4/25/2014


File Edit Record Navigate Process Utilities Tools Options Help Status Database
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Prefix
Ch Own
Type
#1
ELLIS BILLY W & TABETHA
#2
#3
Street #1
1840 COLTON WAY
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B.
MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date
1/1/1900
Owner Lookup Number
24907
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:27 PM
Move to Next Record Card
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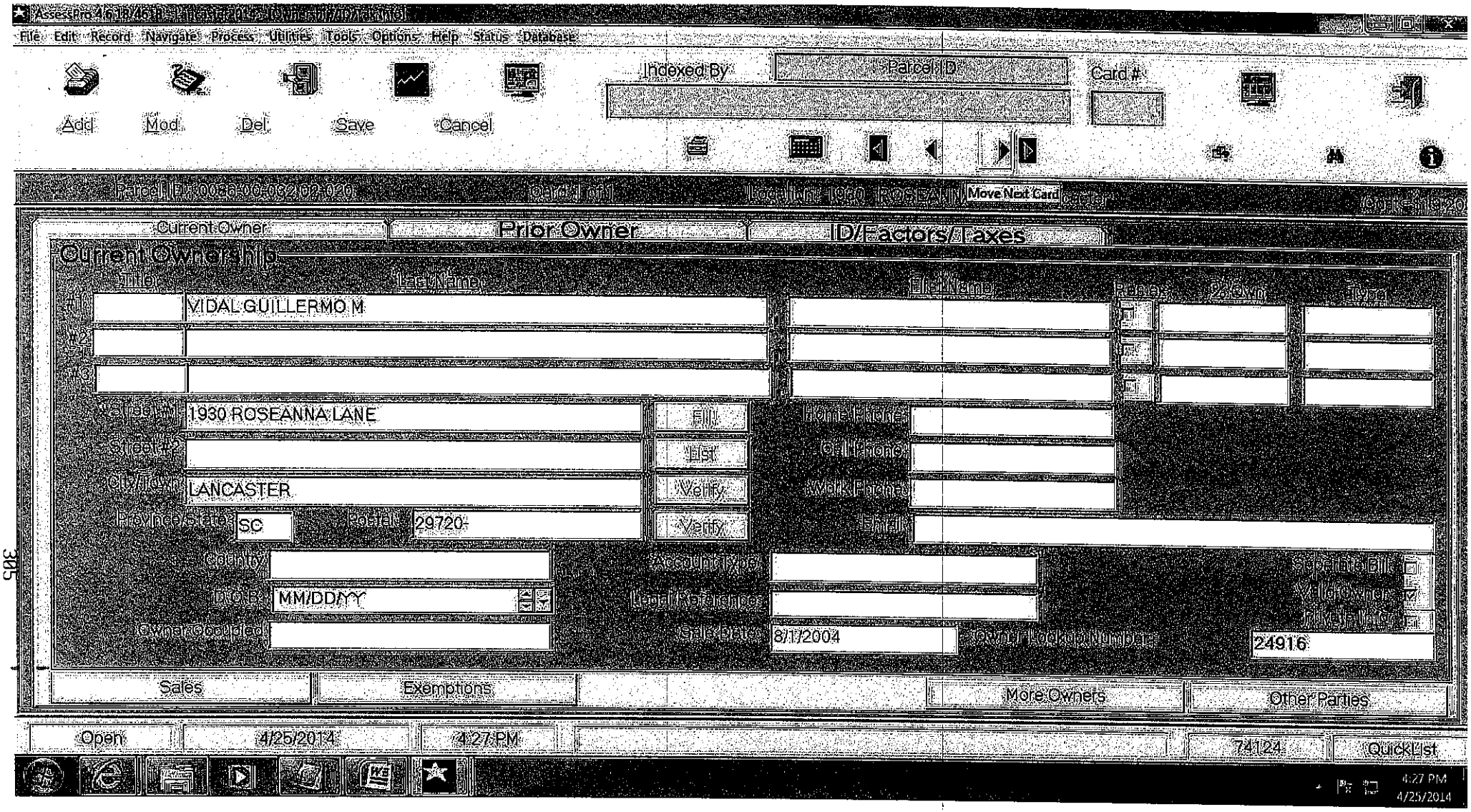
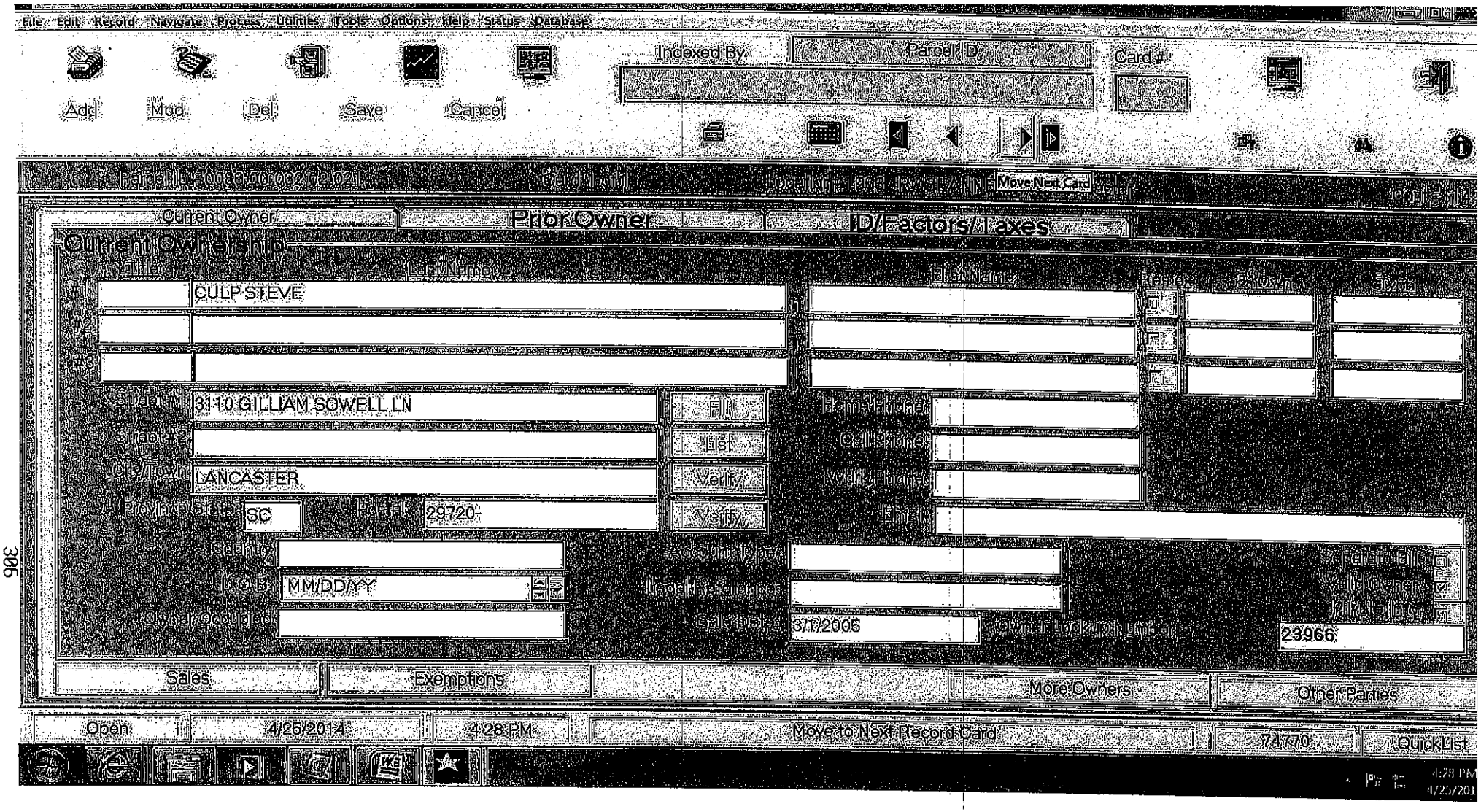
QuickList
4:27 PM
4/25/201


AssessPro 4.6.18/46.18 - Lancaster 2014 - [Ownership/ID/Taxes]
File Edit Record Navigate Process Utilities Tools Options Help Status Database
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Parcel ID: 0036-00-032.02-020
Card 1 of 1
Location: 1930 ROSEANN
Move Next Card
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Prefix
% Own
Type
#1
VIDAL GUILLERMO M
#2
#3
Street #1
1930 ROSEANNA LANE
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720-
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B.
MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date
8/1/2004
Owner Lookup Number
24916
Separate Bill
Valid Owner
Private Info
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:27 PM
74124
QuickList
4:27 PM
4/25/2014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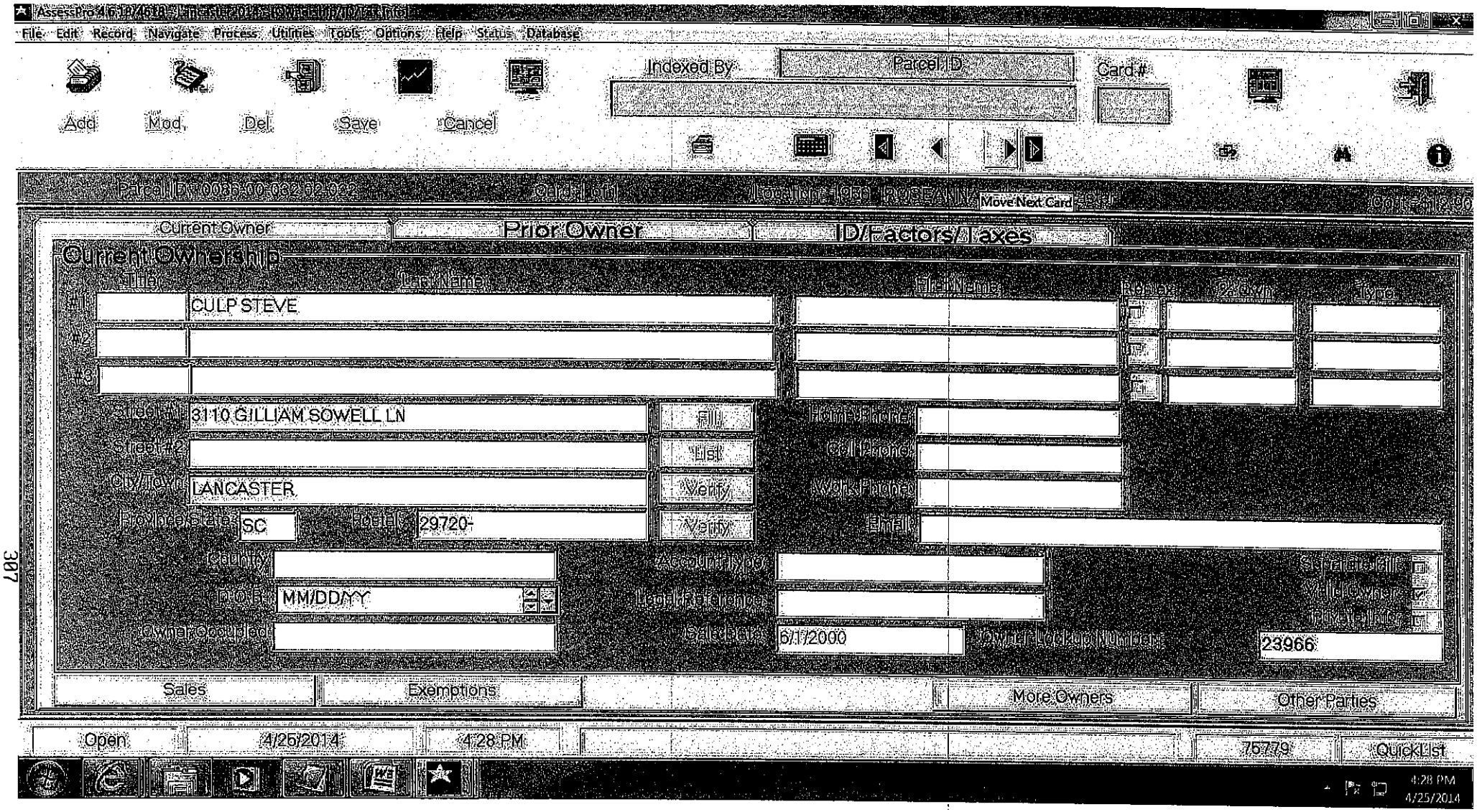
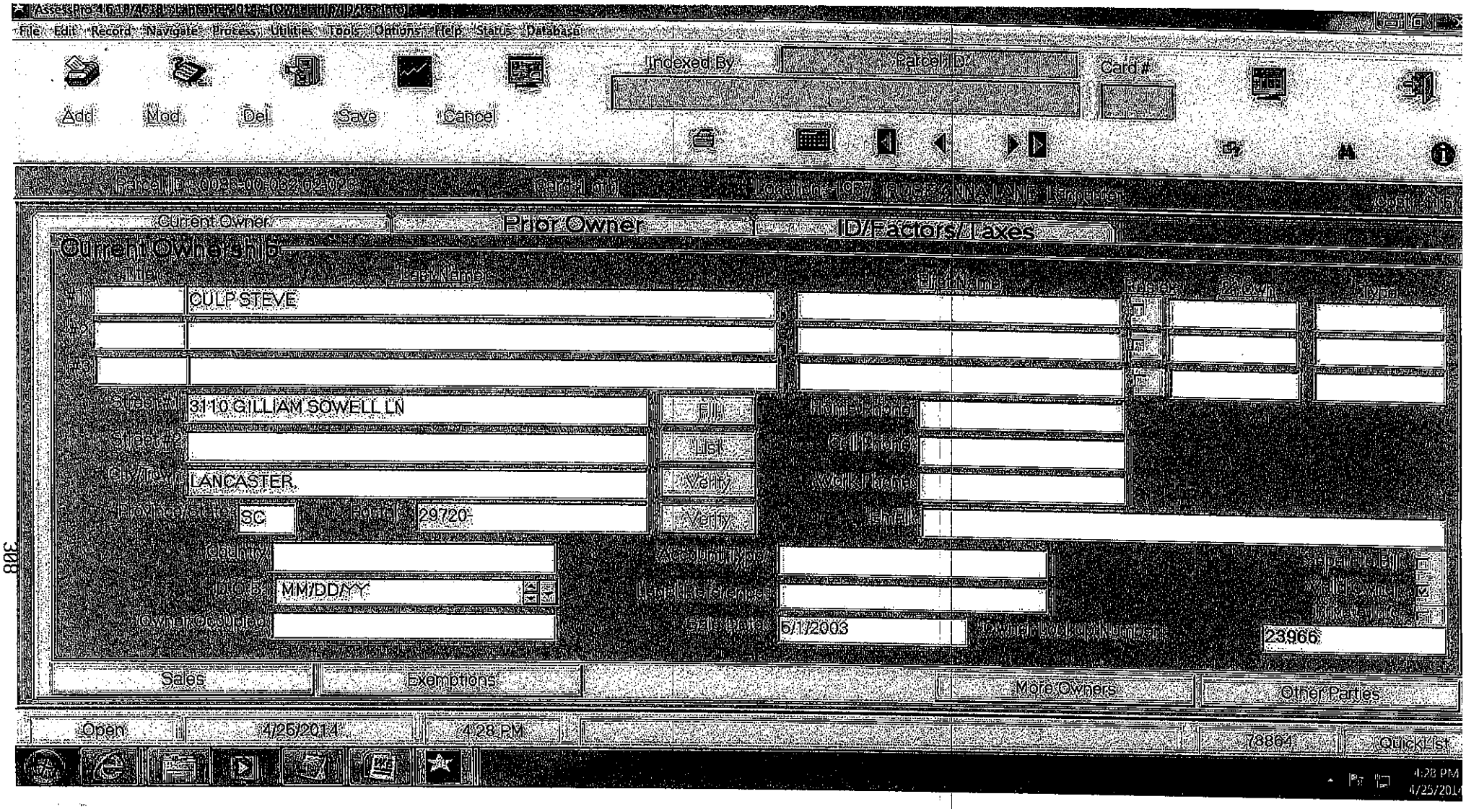
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Move Next Card
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Res ex
Ex Own
Type
#1
CULP STEVE
#2
#3
Street #1
3110 GILLIAM SOWELL LN
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B.
MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date
3/1/2005
Owner Lookup Number
23966
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:28 PM
Move to Next Record Card
74770
QuickList
4:28 PM
4/25/201


File Edit Record Navigate Process Utilities Tools Options Help Status Database
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Move Next Card
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Type
#1 CULP STEVE
#2
#3
Street #1 3110 GILLIAM SOWELL LN
Street #2
City/Town LANCASTER
Province/State SC
Postal 29720-
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
D.O.B. MM/DD/YY
Owner Occupied
Account Type
Legal Reference
Sale Date 6/1/2000
Owner Lookup Number 23966
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:28 PM
75779
QuickList
4:28 PM
4/25/2014


File Edit Record Navigate Process Utilities Tools Options Help Status Database
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Roots
2 Own
Type
#1
CULP STEVE
#2
#3
Street #1
3110 GILLIAM SOWELL LN
Street #2
City/Town
LANCASTER
Province/State
SC
Postal
29720
Fill
List
Verify
Verify
Home Phone
Cell Phone
Work Phone
Email
Country
Account Type
Separate Bill
Valid Owner
Tax Rate Info
D.O.B.
MM/DD/YY
Legal Reference
Owner Occupied
Sale Date
5/1/2003
Owner Lookup Number
23966
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:28 PM
78864
QuickList
4:28 PM
4/25/2014

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID

Card #

Parcel ID: 0088-00-032.02-024 Card: 1 of 1 Location: 1918 ROSEANNA Move Next Card

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

	Title	Last Name	First Name	Rep ex	% Own	Type
#1		CULP STEVE				
#2		% SULLIVAN MEGAN				
#3						

Street #1: 1918 ROSEANNA LANE — Fill

Street #2: — List

City/Town: LANCASTER — Verify

Province/State: SC — Postal: 29720- — Verify

Home Phone:

Cell Phone:

Work Phone:

Email:

County:

Account Type:

Separate Bill

Valid Owner

Private Info

D.O.B.: MM/DD/YY

Legal Reference: 0-0

Owner Occupied:

Sale Date: 7/29/2009

Owner Lookup Number: 59828

Sales | Exemptions | More Owners | Other Parties

Open | 4/25/2014 | 4:29 PM | Move to Next Record Card | 73497 | QuickList

4:29 PM 4/25/2014

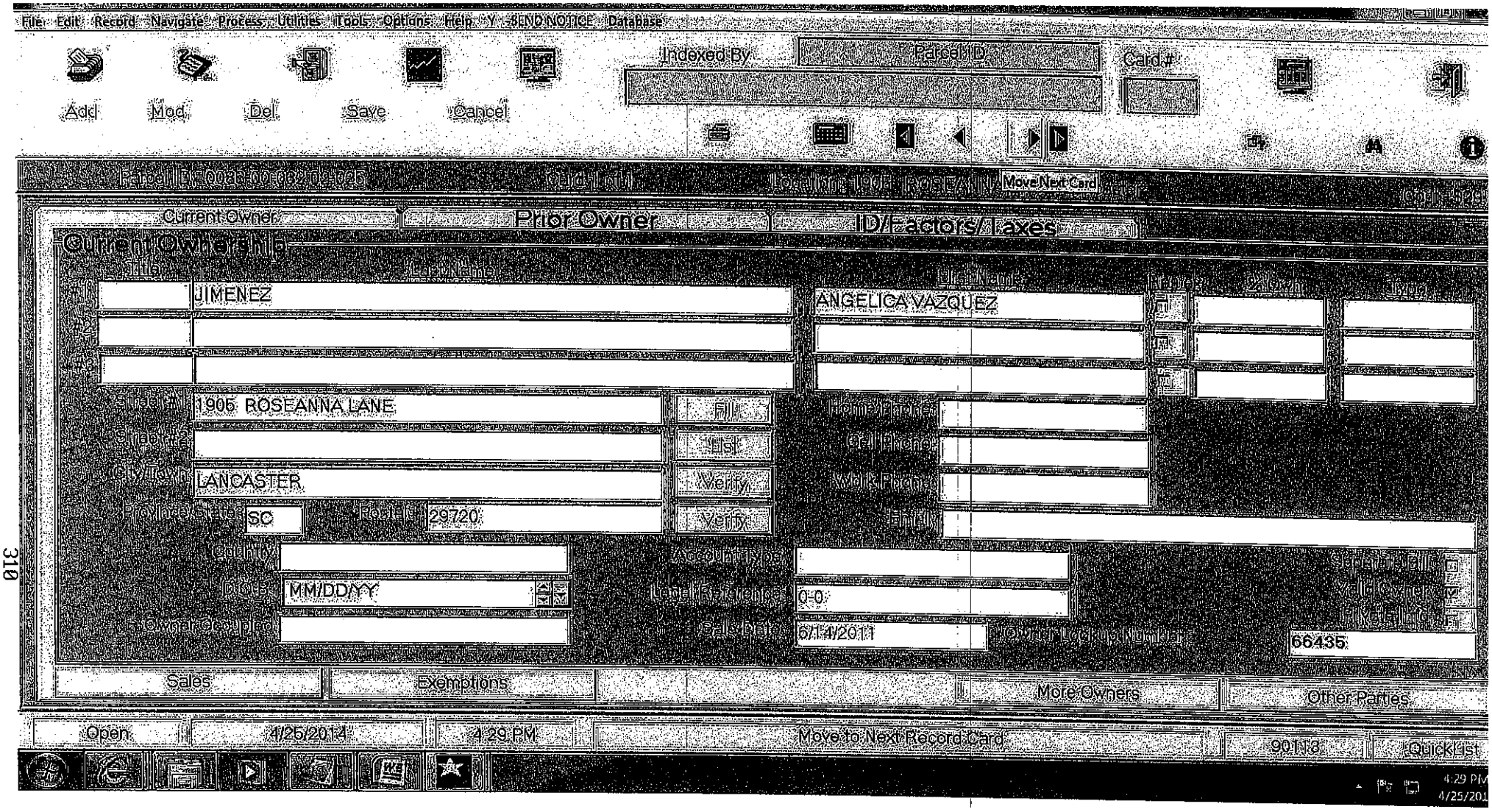

File Edit Record Navigate Process Utilities Tools Options Help Y SEND NOTICE Database
Add Mod Del Save Cancel
Indexed By
Parcel ID
Card #
Parcel ID: 0033-00-032-02-025
Card Total
Location: 1905 ROSEANNA
Move Next Card
Current Owner
Prior Owner
ID/Factors/Taxes
Current Ownership
Title
Last Name
First Name
Rep #
Q Town
Type
#1
JIMENEZ
ANGELICA VAZQUEZ
#2
#3
Street #1
1905 ROSEANNA LANE
Fill
Home Phone
Street #2
List
Cell Phone
City/Town
LANCASTER
Verify
Work Phone
Province/State
SC
Postal
29720
Verify
Email
Country
Account Type
Separate Bill
D.O.B.
MM/DD/YY
Legal Reference
0-0
Valid Owner
Owner Occupied
Sale Date
6/14/2011
Owner Lookup Number
66435
Sales
Exemptions
More Owners
Other Parties
Open
4/25/2014
4:29 PM
Move to Next Record Card
90113
QuickList
4:29 PM
4/25/201

EXHIBIT 4

Section 2.1.1 Residential districts established.

The following residential use districts are hereby established: R-15, R-15S, R-15D, R-30, R-30S, R-30D, R-45, R-45A, R-45B, MF, and MHP. Each of these districts is designed and intended to secure for the persons who reside there a comfortable, healthy, safe, and pleasant environment in which to live, sheltered from incompatible and disruptive activities. Other objectives of these districts are explained in the remainder of this section.

In addition to the stated objectives of each zoning district, all districts are designed to encourage the perpetuation of general agricultural activities such as general row crop production, free-range livestock operations and pasture land, hay land, woodland and wildlife management areas. Intensive agricultural enterprises such as turkey barns, hog farms and other confined livestock operations shall only be allowed in the R-45A district.

1. **The R-15, Moderate Density Residential/Agricultural District**, is designed to accommodate the most dense single-family residential developments (not including manufactured homes) in areas of the county which are either experiencing urban growth or which are expected to experience urban growth in the near future. This type of development requires that both water and sewer lines be installed prior to construction beginning on the site. If water and sewer are not available to the site, the site shall be developed based on the regulations of the R-30 district (see below) The minimum lot size is 14,520 square feet and the minimum lot width is 90 feet.

14. **The MHP, Manufactured Home Park District**, is established to accommodate planned manufactured housing park developments. This district affords County residents with an alternative housing type and thereby promotes the health, safety, and welfare of the community. This district shall apply to specified parcels of land only at the request of the owners of such parcels. Such manufactured home parks shall be developed with a zoning permit issued in accordance with both the permit approval and conditional and special exception uses chapters of this ordinance.

(Ord. No. 323, 2-1-99; Ord. No. 578, § 2-2-04; Ord. No. 679, 7-25-05)

MANUFACTURED HOME PARK - MHP / UPDATED 1/22/07

USES PERMITTED:

1. **Bed and Breakfast**
2. **Religious Institution**
3. **Telephone Communications Facilities**
4. **Telegraph or Other Message Communications Facilities**
5. **Park or Playground**
6. **Botanical or Zoological Garden**
7. **Other Designated Community Open Space Area**
8. **General Agricultural Activities (i.e.) general row crop production, free range livestock operations, pasture land, hay land, woodland and wildlife management areas**

CONDITIONAL USES:

1. **Double-Wide**
2. **Single-Wide**
3. **Class "B" Manufactured Home (Meets HUD specifications)**
4. **Manufactured Home Subdivision**
5. **Temporary Dependent Care Residences**
6. **Temporary emergency, construction, and repair residence**
7. **Temporary Structure used in connection with the construction of a Permanent building of for some non-recurring purpose**
8. **Home Occupation**
9. **Recycling Facilities, Convenience Centers and Resource Recovery Facilities**
10. **Wireless Communication Towers (i.e. Cellular Communications)**
11. **Nature Preserve or Wildlife Sanctuary**

USES REQUIRING REVIEW BY THE PLANNING COMMISSION:

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

USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:

1. **Special Events**