

LANCASTER COUNTY PLANNING COMMISSION

June 16, 2015
6:30 PM
Lancaster Co.
Adm. Bldg.,
Room 224
(803) 285-6005

Type of meeting:	General Business Meeting	Facilitator:	Planning Staff
Clerk:	Judy Barrineau		
Please read:	Agenda Packet		
Please bring:	Agenda Packet & UDO		
Call To Order		Chairman	
Roll Call		Chairman	
Approve Agenda		Chairman	
Citizen's Comments		Chairman	
Approval of Minutes – May 07, 2015 Workshop Minutes & May 19, 2015 Regular Minutes		Chairman	
Chairman's Report		Chairman	
Director's Report		Penelope Karagounis	
PDD 015-027 – The applicant (Sinacori Homes) has submitted a rezoning application for an amendment to the official zoning map of Lancaster County. The applicant proposes that the zoning designation of Planned Development District (PDD-015-027) be applied to ±179.35 acres of property. {Public Hearing} pgs. 1-68 A portion of 0005-00-074.03. The entirety of 0005-00-0075.00, 75.01, 076.00, 077.00, 078.00, 079.01, 089.00, 089.01, 091.00, 091.03, 092.00, 093.04, 093.05		Alex Moore	
DA-015-002 – Sinacori Builders. LLC (Avondale Development) has submitted an application to enter into a development agreement with Lancaster County. The site is located between Calvin Hall Road and Harrisburg Road in the Indian Land section of Lancaster County, South Carolina. {Public Hearing} pgs. 69-107 Tax Map 5, Parcels 75, 75.01, 76, 77, 78, 79.01, 89, 89.01, 90, 91, 91.03, 92, 93.04, 93.05 and a portion of 74.03		Penelope Karagounis	
Ordinance 2015-1346 – Regarding the Collins Road PDD-26. {No public hearing} pgs. 108-125		Penelope Karagounis	
New Business:			
Old Business: RZ-015-009			

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

Memo

To: Lancaster County Planning Commission Members
From: Penelope G. Karagounis, Lancaster County Planning Director
Date: June 8, 2015
Re: Director's Report for the June 16, 2015 Planning Commission meeting

Message:

We had our first workshop with the entire Planning Commission meeting on Thursday, June 4, 2015 pertaining to the rewrite of the Unified Development Ordinance. Mr. Holt was the only Planning Commission member that was not able to attend. However, we will be having these workshops until the end of the year with our consultant from the Catawba Regional Council of Government, Kara Drane. We appreciated the feedback from the Planning Commissioners.

At this time we do not have any scheduled DRC meetings for June 23, 2015.

Thank you.

PDD 015-027 – The applicant (Sinacori Homes) has submitted a rezoning application for an amendment to the official zoning map of Lancaster County. The applicant proposes that the zoning designation of Planned Development District (**PDD-015-027**) be applied to ±179.35 acres of property. {Public Hearing} pgs. 1-68

A portion of 0005-00-074.03. The entirety of 0005-00-0075.00, 75.01, 076.00, 077.00, 078.00, 079.01, 089.00, 089.01, 091.00, 091.03, 092.00, 093.04, 093.05

Alex Moore

PLANNING STAFF REPORT

PDD-015-027(AVONDALE)

APPLICANT: SINACORI HOMES (MR. RUSS SINACORI)

I. FACTS

A. GENERAL INFORMATION

Proposal: The applicant (Sinacori Homes) has submitted a rezoning application for an amendment to the official zoning map of Lancaster County. The applicant proposes that the zoning designation of Planned Development District (PDD-27) be applied to ± 179.35 acres of property. (PDD-015-027)

Property Location: The properties which are proposed to be rezoned are located between Calvin Hall Road and Harrisburg Road in the Indian Land Section of Lancaster County, South Carolina.

Legal Description: TMS No: a portion of 0005-00-074.03. The entirety of the following TMS No: 0005-00-0075.00, 0005-00-75.01, 0005-00-076.00, 0005-00-077.00, 0005-00-078.00, 0005-00-079.01, 0005-00-089.00, 0005-00-089.01, 0005-00-091.00, 0005-00-091.03, 0005-00-092.00, 0005-00-093.04, 0005-00-093.05.

Zoning Classification: R-15P, Moderate Density Residential/Agricultural Panhandle District and B-3, General Commercial District.

Voting District: Brian Carnes, District 7

B. SITE INFORMATION

Site Description: The parcels that comprise this rezoning application are located in the panhandle area of Lancaster County. The property consists of existing homes and vacant land. The applicant has provided a very detailed existing features exhibit. See the exhibits section of this report.

C. VICINITY DATA

Surrounding Conditions: The parcels that are included within this rezoning application are surrounded by the following immediately adjacent zoning districts: Adjacent parcels to the **SOUTH** are zoned R-15P Moderate Density Residential/Agricultural Panhandle District and PDD-5, Planned Development District. Adjacent parcels to the **EAST** are zoned B-3, General Commercial District and R-15P, Moderate Density Residential/Agricultural Panhandle District. Adjacent parcels to the **NORTH** are zoned R-15P, Moderate Density Residential/Agricultural Panhandle District and PDD-12, Planned Development District. Adjacent parcels to the **WEST** are zoned R-15P, Moderate Density Residential/Agricultural Panhandle District and R-15, Moderate Density Residential/Agricultural District.

D. EXHIBITS

1. Rezoning Application
2. Avondale Mixed Use District Ordinance PDD-27 (Proposed)
3. Tax Inquiry Sheet
4. Location Map
5. Lancaster County Future Land Use Map
6. Lancaster County Water & Sewer District Infrastructure Map
7. TIA Recommendations and Location Map
8. 11"x17" Plans (large copies were provided at pc workshop).

II. FINDINGS

A. CODE CONSIDERATIONS

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

The **B-3, GENERAL COMMERCIAL DISTRICT (EXISTING ZONING DISTRICT)** is designed to accommodate a wide variety of general commercial uses characterized primarily by retail, office and service establishments which are oriented primarily towards major traffic corridors and/or extensive areas of predominantly commercial usage and characteristics. Commercial uses encouraged in this district are generally patronized in single purpose trips and emphasize large general merchandise establishments, sale of large bulky items, commercial services, repair services, automobile related sales and repair, various types of convenience stores, restaurants, and other recreational and entertainment uses. The district is also suited to accommodate travel oriented uses such as hotels and motels and gas stations.

The **PDD, PLANNED DEVELOPMENT DISTRICT (PROPOSED ZONING DISTRICT)** is designed to accommodate a mixture of compatible residential, office, commercial, or other uses of land which are planned and developed as an integral unit and which, due to such mixture of uses or other aspects of design, could not be located in other districts established in the Lancaster County UDO without compromising the proposed concept of integrated and flexible development.

B. PROPOSED AVONDALE PDD

The applicant has submitted an application for the Planned Development District zoning classification (PDD-27). This application included the required PDD Master Plan and associated PDD Ordinance. Proposed is a mixed use development on ± 179 acres consisting of a maximum of 560 single-family lots and a maximum of 450 multi-family units to include both townhomes and apartments. Additionally the applicant has proposed up to 100,000 square feet of commercial space. Please see Section 11, Density/Intensity within the applicant's proposed PDD Ordinance for a breakdown of these proposed units by village.

The site is located between Calvin Hall Road and Harrisburg Road. A Traffic Impact Analysis (TIA) was prepared by Ramey Kemp & Associates for this proposed PDD in accordance with the current Lancaster County UDO. The study area roads within this TIA included US HWY 521 (principal arterial), SC HWY 160 (minor arterial), Harrisburg Road (major collector), and Calvin Hall Road (major collector). Proposed ingress/egress to the Avondale PDD would be from Calvin Hall Road and Harrisburg Road. Please see the exhibits section for a summary of the improvements recommended by this TIA.

Upon the recommendation of the SCDOT District 4 office, the Lancaster County Planning Department has engaged the services of a third-party traffic engineer. The results of this third-party review will be available at the Planning Commission meeting on June 16th.

Lancaster County Water & Sewer District (LCWASD) is the utility provider for this area. A utility map of this area is available for review within the exhibits portion of this report. LCWASD indicates that they would like a good looped system through the proposed Avondale PDD to tie into a 12" water-line on Harrisburg Road and/or SC HWY 160 and/or an 8" water-line on Calvin Hall Road.

A 15" gravity sewer line to serve this site ends at the Rosemont PDD. These plans, permits, and easements completed for a 12" gravity sewer connector from Rosemont to Clairemont. An 8" gravity sewer from the Clairemont pump-station to Calvin Hall Road will likely require an upgrade depending on the ultimate flows from the Avondale PDD. LCWASD also indicates that the northern portion of the Avondale PDD appears to have the topography necessary to extend a gravity sewer line from the site to the Glen Laurel subdivision. This would likely require an upgrade to the Silver Run pump-station and its associated infrastructure.

Finally, LCWASD indicates that they would be interested in speaking to the developers regarding an elevated tank site with a ground elevation of 660' or higher if such a location would mesh with the Avondale PDD Master Plan.

Lancaster County is experiencing a very high pace of growth within the Indian Land section resulting in tremendous pressure upon roads and other infrastructure. The cause is the inertia of the Charlotte metropolitan region expanding southward from the Ballantyne

vicinity. This growth has not been unexpected but has quickened considerably as the economy has rebounded well from the great recession of several years ago.

The influx of growth has been countered with new initiatives proposed and adopted by Lancaster County. Two concepts which have come to fruition within the County include the Cluster Subdivision Overlay Ordinance and the Highway Corridor Overlay District Ordinance. Together they provide a firm set of principals for saving open space and improving the quality of both residential and commercial development. These UDO amendments have been necessary due to the obsolete nature of the current Lancaster County UDO.

An example of the outdated state of the UDO is the PDD section. This has led to the goal of eliminating the current PDD section and replacing it with more updated mixed use standards. This will be accomplished through the ongoing UDO rewrite.

The present PDD section is simply not very workable and subject to vague and archaic language. Additionally the current PDD standards allow the developer to propose their own standards. In some instances this has resulted in substandard PDDs being approved in terms of planning and zoning standards.

The applicant was advised to submit this project under the new standards that will be available with the UDO revision. However, the applicant and developers of the proposed Avondale PDD did not wish to wait due to an established timeframe for their project.

III. CONCLUSIONS

Upon reviewing the Avondale Master Site Plan and associated documents, Planning Staff has noted deficiencies in relation to the current Lancaster County PDD requirements. This section represents fundamental elements of Lancaster County UDO Section 13.12 that were not included within the PDD-27 Avondale Ordinance/Master Plan submittal. These deficiencies are enumerated as follows:

A. Density

- (1) As noted within the findings section above, the Avondale PDD proposes a single-family density of 5.5 DU/AC. This is above the maximum allowed PDD density for this land use which is 4.0 DU/AC.
- (2) As noted within the findings section above, the Avondale PDD proposes a multi-family density of 18 DU/AC. This is above the maximum allowed PDD density for this land use which is 8.0 DU/AC.
- (3) The density as measured needs to be net in that the common open space is not included within the calculation.

B. Uses

- (1) Please define single-family. Will this be age restricted or traditional single-family?
- (2) Will any of the project be age-restricted?

C. Dimensional

- (1) The minimum lot width for single-family uses under the current PDD standards is 55'. This project proposes a minimum lot width of 45'.
- (2) None of the proposed single-family lots in Village B meet the minimum PDD lot width requirement of 55'. The Master Site Plan indicates that Village B will contain up to 120 single-family lots that are 50' wide.
- (4) None of the proposed single-family lots in Village C meet the minimum PDD lot width requirement of 55'. The Master Site Plan indicates that Village C will contain up to 200 lots with widths of 45' and 50' respectively.
- (5) Approximately 66% of the lots in Village D (distributive estimation) would not meet the minimum PDD lot width requirement of 55'. Approximately 79 of the Village D lots would have widths of 45' and 50' respectively.
- (6) Approximately half the lots in Village E would not meet the minimum PDD lot width requirement of 55'.

In sum, up to 459 of the 560 single-family lots (81%) would not meet the minimum lot width requirement of 55'.

D. Open Space

- (1) Please provide specific information regarding the provided open space. Will the open space be active, passive, or natural?

E. Connectivity

- (1) The applicant is seeking a subdivision variance from the minimum connectivity ratio of 1.4. The applicant is currently providing a connectivity ratio of 1.2.
- (2) The internal village access as indicated within the legend needs to be clarified.

F. Buffering

- (1) The current PDD regulations require that a 30' wide landscaped buffer with a 6' berm be provided for that portion of the PDD abutting existing roads. The applicant is proposing that an external buffer not be provided.

G. Traffic Impact Analysis (TIA)

- (1) As noted above within the findings section, the applicant has submitted a TIA for this project.
- (2) SCDOT has reviewed the TIA and due to the complexity of the project has recommended that the TIA be reviewed by a third-party traffic engineer.
- (3) A third-party traffic engineer has been engaged on this project.

- (4) Planning Staff has noted that the current TIA does not accurately reflect the most recently submitted Master Site Plan of June 2nd, 2015.
- (5) Due to the updated site plan the third-party traffic engineer has recommended that the TIA be amended to reflect the Master Site Plan which was submitted on June 2nd, 2015.

H. Proposed Building Elevations (Typical)

- (1) Applications for a PDD zoning district need to include typical elevations for proposed single-family, multi-family, and commercial structures.

I. Sidewalks

- (1) A very important aspect of Planned Development Districts includes walkability. It is a requirement that residents will be able to access all portions of the PDD including open space and commercial areas via sidewalks.
- (2) Sidewalks are required on at least one side of all streets.
- (3) Sidewalks are required on both sides of collector and arterial streets (Calvin Hall Road).
- (4) Sidewalks are encouraged on both sides of all streets.

The above conclusions indicate that the Avondale PDD as proposed is not in conformance with Lancaster County UDO standards. However, Planning Staff stands ready to assist the applicant and developer in revising the PDD Master Plan and supporting materials so that the proposal will conform to the Lancaster County UDO.

IV. RECOMMENDATION

Planning Staff has reviewed the Avondale Planned Development District (PDD) application. These results are presented above within the conclusions section of this report and indicate that this project as proposed is not in compliance with existing UDO standards. As a result, Planning Staff advises that the Planning Commission vote to recommend **DENIAL** of the Avondale PDD application.

LANCASTER COUNTY

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

Do Not Write In This Box
Application# PDD-015-027 Date 6-2-15 Paid ✓

FILE COPY

- 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: See attached list of Parcel Numbers, addresses and property owners
3. How is this property presently designated on the map? B-3 and R-15P
4. How is the property presently being used? Existing Homes/Residences & Vacant Parcels
5. What new designation or map change do you propose for this property? Planned Development District (PDD)
6. What new use do you propose for the property? Creation of a planned development consisting of commercial, office, retail, residential uses.
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: 10055 Harrisburg Road
(Please see attached list of property owners, parcel numbers, and joinder Agreements)
8. If this involves a change in the Ordinance text, what section or sections will be affected? N/A
9. Explanation of and reasons for proposed change: To allow for the creation of a planned development district to incorporate the highest and best uses within a mixed use community.
(attach another page if additional space is needed)
10. Applicant's can request a 5 minute PowerPoint presentation at County Council to be given during the ordinance reading time and at 1st reading only. You will be allowed 5 slides or less. This information must be given to the Clerk to Council by the Friday prior to the Monday Council meeting. Please check the appropriate box to indicate whether or not you will be giving a PowerPoint presentation. [] YES [] NO

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

APPLICANT'S NAME (PRINT)
Sinacori Homes Attn: Mr. Russ Sinacori

ADDRESS:
PO Box 471785
Charlotte, NC 28247

Phone
704 543-7474

[Handwritten Signature]
SIGNATURE

Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owners of the parcels of land located on 9949 Harrisburg Rd in Lancaster County, South Carolina that are designated as (a portion thereof) Parcel Identification Numbers 0005-00-074.03, on the Lancaster County Tax Map and which are the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: Floyd Kenthy Moore

Date: 3/24/2015

Name: Floyd Kenthy Moore

By: Elease M. Moore

Date: 3/24/2015

Name: Elease M Moore

State of South Carolina

County of Lancaster

I, Ashley Vacher, A Notary Public for said County and State, do hereby certify that Floyd Kenthy Moore & Elease M Moore personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 24 day of March, 2015.

Notary Public Name: Ashley Vacher

Notary Public Signature: Ashley Vacher

My Commission Expires: 9/18/2019



Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owners of the parcels of land located on Old Lancaster Hwy and 10055 Harrisburg Rd in Lancaster County, South Carolina that are designated as Parcel Identification Numbers 0005-00-075.00 and 0005-00-075.01, on the Lancaster County Tax Map and which are the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: Dean Ross Withers

Date: 03/20/2015

Name: Dean Ross Withers

By: Janel S Withers

Date: 03/20/2015

Name: Janel S Withers

State of South Carolina

County of Lancaster

I, Gabriela C. Botello, A Notary Public for said County and State, do hereby certify that Dean Ross Withers & Janel Star Withers personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 20 day of March, 2015.

Notary Public Name:

Gabriela C. Botello

Notary Public Signature:

Gabriela C. Botello

SEAL

My Commission Expires:

9-18-2024

Gabriela C. Botello
Notary Public State of South Carolina
My Commission Expires 9-18-2024

Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owners of the parcels of land located on 10121 Harrisburg Rd in Lancaster County, South Carolina that are designated as Parcel Identification Numbers 0005-00-076.00, on the Lancaster County Tax Map and which are the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: The Hawfield Group LLC Date: 3/26/15

Name: The Hawfield Group, LLC c/o Kenneth A. Hawfield

By: Kenneth A. Hawfield Date: 3/26/15

Name: Kenneth A. Hawfield

State of South Carolina

County of Lancaster

I, Jennifer L. Groves, A Notary Public for said County and State, do hereby certify that Kenneth A. Hawfield personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 26th day of March, 2015.

Notary Public Name:

Jennifer L. Groves

Notary Public Signature:

Jennifer L. Groves

SEAL

My Commission Expires:

My Commission Expires March 13, 2025



Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owners of the parcels of land located on 10167 Harrisburg Rd in Lancaster County, South Carolina that are designated as Parcel Identification Numbers 0005-00-077.00, on the Lancaster County Tax Map and which are the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: John Charles Hawfield Trust Date: 3-27-2015

Name: John Charles Hawfield Sr. Trust c/o John Charles Hawfield Sr

By: John Charles Hawfield Sr. Date: 3-27-2015

Name: J of John Charles Hawfield Sr.

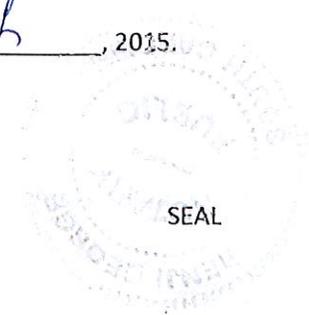
State of South Carolina

County of Lancaster

I, Renji George, A Notary Public for said County and State, do hereby certify that John Chas Hawfield personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 27 day of March, 2015.

Notary Public Name: Renji George
Notary Public Signature: Ryji
My Commission Expires: 04-10-2024



Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owners of the parcels of land located on 10076 Harrisburg Rd in Lancaster County, South Carolina that are designated as Parcel Identification Numbers 0005-00-078.00, on the Lancaster County Tax Map and which are the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: Eugenia D. Fowler
Managing Partner

Date: 3-24-2015

Name: Owsley Enterprises c/o Eugenia Fowler

By: _____

Date: _____

Name: _____

~~Commonwealth of Virginia~~
~~State of South Carolina~~
County of Chesterfield
~~County of Lancaster~~

I, Rebecca A. Cox, A Notary Public for said County and State, do hereby certify that Eugenia Fowler personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 24th day of March, 2015.

Notary Public Name:

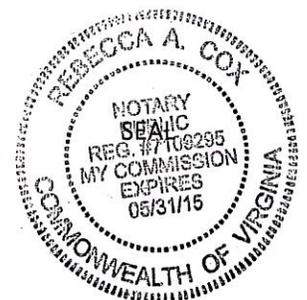
Rebecca A. Cox

Notary Public Signature:

Rebecca A. Cox

My Commission Expires:

5-31-15



Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owners of the parcel of land located on Harrisburg Road in Lancaster County, South Carolina that is designated as Parcel Identification Number 0005-00-091.00, on the Lancaster County Tax Map and which is the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: Benjamin M. Smith III

Date: 3-27-2015

Benjamin M. Smith, III
Name

By: Dellene P. Smith

Date: 3-27-2015

Dellene P. Smith
Name

State of South Carolina

County of Lancaster Lexington DPS

I, JAMES J ROBINSON, A Notary Public for said County and State, do hereby certify that Dellene P. Smith Benjamin M. Smith III personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 27 day of MARCH, 2015.

James J Robinson
Notary Public Printed Name
JAMES J ROBINSON
Notary Public Signature

Seal

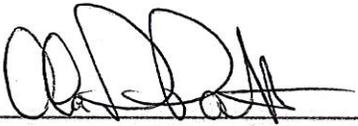
My commission Expires: OCT 22 2024

Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owner of the parcel of land located on Harrisburg Road in Lancaster County, South Carolina that is designated as Parcel Identification Number 0005-00-091.03, on the Lancaster County Tax Map and which is the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: 

Date: 3/20/2015

Alan D. Patterson
Name

State of South Carolina

County of Lancaster

I, Gabriela C. Botello, A Notary Public for said County and State, do

hereby certify that Alan Date Patterson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 20 day of March, 2015.

Seal

Gabriela C. Botello
Notary Public Printed Name


Notary Public Signature

My commission Expires: 9-18-2024

Gabriela C. Botello
Notary Public State of South Carolina
My Commission Expires 09-18-2024

Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owners of the parcels of land located on 1883 Tradesville Rd in Lancaster County, South Carolina that are designated as Parcel Identification Numbers 0005-00-092.00, on the Lancaster County Tax Map and which are the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: Jeanette Hudson

Date: 3/25/15

Name: Jeanette Hudson

By: _____

Date: _____

Name: _____

State of South Carolina

County of Lancaster

I, Ronald A. Copeland, A Notary Public for said County and State, do hereby certify that Jeanette Hudson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 25 day of March, 2015.

Notary Public Name:

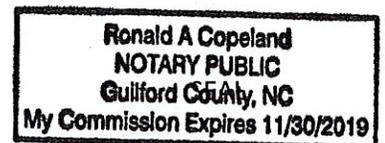
Ronald A. Copeland

Notary Public Signature:

Ronald A. Copeland

My Commission Expires:

11/30/2019



Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owner of the parcel of land located on Harrisburg Road in Lancaster County, South Carolina that is designated as Parcel Identification Number 0005-00-093.04, on the Lancaster County Tax Map and which is the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: Sandra Elms Hood

Date: 3-26-15

Sandra Elms Hood

Name

State of South Carolina

County of Lancaster

I, Jennifer L. Groves, A Notary Public for said County and State, do

hereby certify that Sandra Elms Hood personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 26th day of March, 2015.

Seal

Jennifer L. Groves

Notary Public Printed Name

Jennifer L. Groves
Notary Public Signature

My Commission Expires March 13, 2025

My commission Expires: _____

Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owner of the parcel of land located on Harrisburg Road in Lancaster County, South Carolina that is designated as Parcel Identification Number 0005-00-093.05, on the Lancaster County Tax Map and which is the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: Bobby Ray Devinney

Date: 03-28-15

Bobby Ray Devinney

Name

State of South Carolina

County of Lancaster

I, John L. IRVIN, A Notary Public for said County and State, do

hereby certify that Bobby Ray Devinney personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 28th day of March, 2015.

Seal

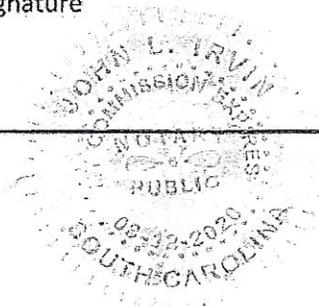
John L. Irvin

Notary Public Printed Name

John L. Irvin
Notary Public Signature

My commission Expires:

8-12-2020



Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owners of the parcels of land located on 9848 Calvin Hall Rd and 9858 Calvin Hall Rd in Lancaster County, South Carolina that are designated as Parcel Identification Numbers 0005-00-089.00 and 0005-00-089.01, on the Lancaster County Tax Map and which are the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____ as part of this rezoning application.

By: Kelly W Harvell

Date: 3-23-15

Name: Kelly W Harvell

By: Susan W. Harvell

Date: 3-23-15

Name: Susan W Harvell

State of South Carolina

County of Lancaster

I, JARRETT WOFFORD, A Notary Public for said County and State, do hereby certify that Kelly W Harvell + Susan W Harvell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 23 day of March, 2015.

Notary Public Name: JARRETT WOFFORD
Notary Public Signature: Jarrett Wofford
My Commission Expires: 8-26-2021



Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owners of the parcels of land located on 9904 Calvin Hall Rd in Lancaster County, South Carolina that are designated as Parcel Identification Numbers 0005-00-083.00, on the Lancaster County Tax Map and which are the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: Carl T. Patterson

Date: 3/23/15

Name: Carl T Patterson

By: Karen G Patterson

Date: 3-23-15

Name: Karen G Patterson

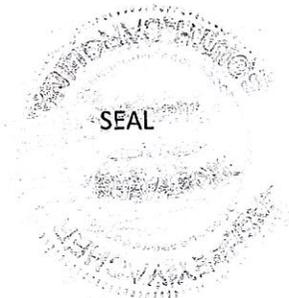
State of South Carolina

County of Lancaster

I, Ashley Vacher, A Notary Public for said County and State, do hereby certify that Carl T Patterson and Karen G Patterson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 23 day of March, 2015.

Notary Public Name: Ashley Vacher
Notary Public Signature: Ashley Vacher
My Commission Expires: 9/18/2019



Lancaster County Rezoning

Petitioner Joinder Agreement

To Whom It May Concern:

The undersigned, as the owners of the parcels of land located on 9934 Calvin Hall in Lancaster County, South Carolina that are designated as Parcel Identification Numbers 0005-00-079.01, on the Lancaster County Tax Map and which are the subject of the attached Rezoning Application, hereby join in this Rezoning Application and consent to a rezoning of the Parcel to _____, as part of this rezoning application.

By: [Signature]

Date: 3/21/2015

Name: Kelsey Blakely

By: [Signature]

Date: [Signature]

Name: [Signature]

State of South Carolina

County of ~~Lancaster~~ ^{CSS} Rock Hill

I, Christina Shively, A Notary Public for said County and State, do hereby certify that Kelsey Blakely personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 21 day of March, 2015.

Notary Public Name: Christina Shively
Notary Public Signature: Christina Shively
My Commission Expires: 12-29-21

SEAL





RECEIVED
5-8-15

NOTICE OF ENTRY UPON LAND

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

This notice is dated March 20, 2015 and serves as written notice to the owner of record of the following property: 10055 HARRISBURG ROAD, FT. MILL, SC 29707 (the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

total
31.77
acres

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

Janel S. Withers

Dean Ross Withers
Signature

JANEL S. WITHERS

DEAN ROSS WITHERS
Printed Name

March 20, 2015

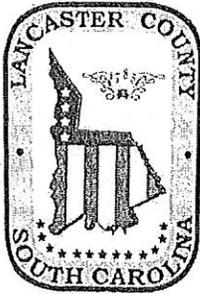
March 20, 2015
Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



NOTICE OF ENTRY UPON LAND

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

This notice is dated _____ and serves as written notice to the owner of record of the following property: 0005-00-074.03 (the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

Floyd Kenthly Moore
Signature

SIGN HERE

FLOYD KENTHY & ELEASE M MOORE
Printed Name

Eleasm Moore
Date

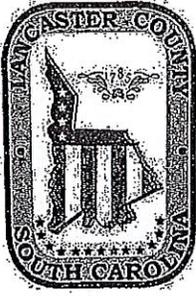
3/24/2015

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



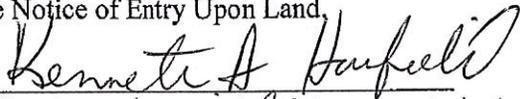
NOTICE OF ENTRY UPON LAND

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

This notice is dated 12-31-14 and serves as written notice to the owner of record of the following property: PIN 0005-00-076.00 - 10121 Harrisburg Road Fort Mill SC 29707 (the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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


Signature The Hawfield Group LLC

Kenneth A. Hawfield

Printed Name The Hawfield Group, LLC

12-31-14

Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



NOTICE OF ENTRY UPON LAND

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

This notice is dated 12-31-14 and serves as written notice to the owner of record of the following property: PIN 0005-00-077.00 - 10167 Harrisburg Road Fort Mill SC 29707 (the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

John Charles Hawfield Sr., Trustee
Signature

John Charles Hawfield Sr.

Printed Name John Charles Hawfield Sr., Trust

12-31-14

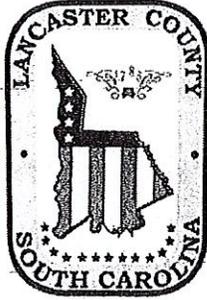
Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



NOTICE OF ENTRY UPON LAND

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

This notice is dated _____ and serves as written notice to the owner of record of the following property: 0005-00-078.00
(the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

 **SIGN HERE**
Signature *Eugenia Fowler*

OWSLEY ENTERPRISES % EUGENIA FOWLER
Printed Name

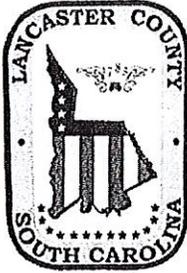
3-26-15
Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



NOTICE OF ENTRY UPON LAND

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

This notice is dated _____ and serves as written notice to the owner of record of the following property: 0005-00-093.04
(the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

Sandra Elms Hood **SIGN HERE**
Signature

SANDRA ELMS HOOD
Printed Name

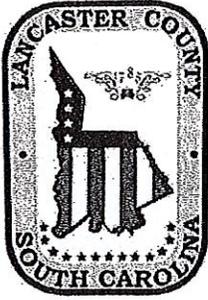
3-26-15
Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



NOTICE OF ENTRY UPON LAND

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

This notice is dated 03-28-15 and serves as written notice to the owner of record of the following property: 0005-00-093.05

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

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

Bobby Ray Devinney 
Signature

BOBBY RAY DEVINNEY

Printed Name

03-28-15
Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



NOTICE OF ENTRY UPON LAND

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

This notice is dated _____ and serves as written notice to the owner of record of the following property: 0005-00-089.00
(the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

Kelly W Harvell Susan D Harvell
Signature

SIGN HERE

KELLY W & SUSAN D HARVELL

Printed Name

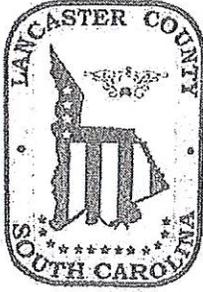
3-26-15
Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



NOTICE OF ENTRY UPON LAND

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

This notice is dated _____ and serves as written notice to the owner of record of the following property: 0005-00-091.00 (the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

Benjamin M. Smith III
Dallene P. Smith
Signature

DALLENE P & BENJAMIN M SMITH III
Printed Name

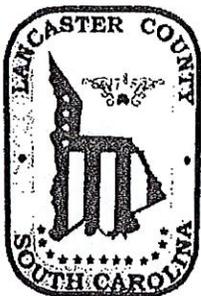
3-30-2015
Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



NOTICE OF ENTRY UPON LAND

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

This notice is dated March 31, 2015 and serves as written notice to the owner of record of the following property: 0005-00-091.03 (the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

Interim Permission granted for up to 90 days from above date, A

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

Signature



ALAN D PATTERSON

Printed Name

3/31/15

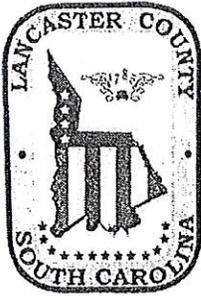
Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



NOTICE OF ENTRY UPON LAND

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

This notice is dated _____ and serves as written notice to the owner of record of the following property: 0005-00-092.00
(the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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


Signature

SIGN HERE

JEANETTE HUDSON, TRUSTEE

Printed Name

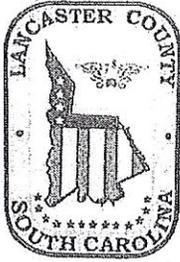
3/30/2015
Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



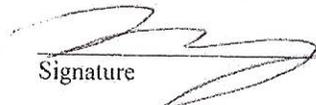
NOTICE OF ENTRY UPON LAND

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

This notice is dated _____ and serves as written notice to the owner of record of the following property: 0005-00-079.01 (the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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


Signature

SIGN HERE

Kelsey Blakey
Printed Name

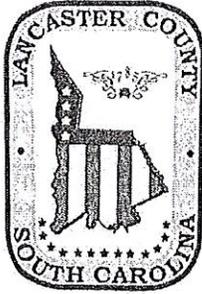
Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date



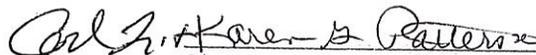
NOTICE OF ENTRY UPON LAND

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

This notice is dated _____ and serves as written notice to the owner of record of the following property: 0005-00-083.00
(the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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


Signature

SIGN HERE

CARL T & KAREN G PATTERSON

Printed Name

Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

Avondale Mixed Use Site
Development Ordinance PDD – 27

Section 1. Citation. This ordinance may be cited as the Avondale Mixed Use Site Planned Development District (PDD-27) Ordinance or as the PDD-27 Ordinance.

Section 2. Purpose; PDD-27.

- (a) The purpose of this ordinance is to establish the Avondale Development District (PDD-27), and related Avondale Mixed Use Site Master Plan which describes for how the property is to be developed and to provide for the regulations that apply to this development of the property.
- (b) The Avondale Mixed Use Site Development Ordinance (“Ordinance”) establishes certain specific land use controls over the development of the Property to ensure that it is developed in accordance with existing and future needs and to promote the health, safety, and general welfare of the future residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to evolving innovative development techniques for the protection of the natural environment and the quality of life of future residents.
- (c) The Avondale Mixed Use Site development is a Mixed Use Master Planned Community, comprised of a combination of residential, (single family detached, attached and multi-family residential) employment, retail, and open space uses organized around an integrated development concept that utilizes a series of Villages or components that support the various land uses (the "Development" or "PDD-27").

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

Section 4. Jurisdiction. This ordinance applies to the property known as the Avondale Site development which consists of approximately +/- 179.35 acres (the "Property"). The Tax Map Number for the property is 0005-00-093.05, 0005-00-078.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01, & a portion of 0005-00-074.03.

Section 5. Official Zoning Map. The Official Zoning Map is amended (upon approval) to show the Property as a Planned Development District (PDD-27).

Section 6. Master Plan. The Preliminary Master Plan, prepared by ESP Associates and dated 05/07/2015, are attached hereto as Exhibit A and incorporated into this ordinance by reference.

Section 7. Master Plan Amendments.

- (a) Unless otherwise provided in this ordinance, all amendments to the Master Plan shall be made in accordance with the UDO, in effect at the time of the adoption of this ordinance.

- (b) Development depicted on the PDD Master Plan is intended to reflect a generalized arrangement of proposed land uses on the site, but the exact configuration, placement or size of the individual site elements may be altered or modified within the limits prescribed by this Ordinance during the design and development and construction phases.
- (c) Changes in land use from those depicted on the Master Plan may be made subject to the following conditions:
- (1) Lot sizes and mixtures may be adjusted and moved throughout villages, provided, that, the minimum lot size is not less than 4,200 square feet and the lot width is not less than 45' feet in width for single family residential lots or 20' feet in width for multi-family lots. The total lot count for single family detached lots shall not exceed 560 units for Villages B, C, D & E.
 - (2) Villages A & B may be developed with a combination of either one or more of the following uses: single-family lots, multi-family housing, Townhomes, rental apartments, and/or retail space. The mixtures of uses in Villages A & B may be adjusted, provided, that Villages A & B shall not contain more than 450 multi-family housing units, which may consist of any combination of up to 300 apartments and/or 150 Townhomes, single-family lots and/or up to 100,000 square feet of flex/office space.
 - (3) Villages A & B may also be developed with commercial/retail space, provided, that the total combined building floor area shall not exceed 100,000 square feet.
 - (4) Areas designated for recreational or open space use for any Component may be increased or decreased in size up to twenty percent (20%) of any Component, provided, that a decrease in one Component shall be offset by an equivalent or greater increase in one or more other Components in recreational area or open space.
 - (5) Park/Recreation or Civic uses may be developed anywhere within the boundaries of Villages A & B, provided, that the location of the Park/Recreation or Civic use shall not cause a decrease in the overall number of lots or units allowed within Villages A or B.
- (d) Alterations may be made to lot lines and dimensions, roadway alignments, and other configurations as necessary to implement the changes in land use authorized in subsection (b) of this section. These alterations shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.
- (e) Land use changes authorized by this section are effective upon the property owner filing with the Planning Department a document showing the change. These Land Use changes shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.

Section 8. Land Uses.

- (a) The land uses authorized for the Development are as follows:
- (1) Villages B, C, D & E: Single-family residences including duplexes.
 - (2) Villages A & B: Multifamily residences including duplexes, apartments, townhomes, single-family detached lots and/or and commercial/retail.
 - (3) Villages A & B: Commercial/retail.
- (b) Each Village may be developed with any land use allowed in the Table of Permissible Uses as contained in the UDO for the respective land use district designation (residential, commercial) unless otherwise provided in this Ordinance.
- (c) The following land uses are prohibited in PDD-27;
- (1) Adult entertainment;
 - (2) Auto business, etc.
 - (3) Automobile wrecking and/or junk, salvage yard;
 - (4) Commercial kennels;
 - (5) Industrial mining;
 - (6) Livestock auction house;
 - (7) Lumber and/or building materials dealer;
 - (8) Manufactured home type units;
 - (9) Modular housing;
 - (10) Motorized race and testing track;
 - (11) Pistol, rifle, skeet range or turkey shoot;
 - (12) Private or commercial horse stables; and
 - (13) Rooming and boarding houses.
- (d) In areas designated for commercial/retail use, residential uses are allowed on ground floors of the commercial or retail building and on floors above the commercial or retail use. Commercial or retail uses are allowed on any floor of commercial or retail building.

Section 9. Definitions. In this Ordinance, each of the following terms shall have the meaning assigned to it:

Apartment Housing - Multiple for rent dwelling units which are attached vertically or horizontally with shared access, parking, and open space.

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

Civic Use - Police stations, libraries, daycare facilities, fire stations, emergency medical service stations, meeting halls, recreational facilities, government buildings, museums,

schools, performing arts centers, religious buildings, picnic areas, recreation centers, public park or any other cultural, civic or social use.

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

Cul-de-sac- Cul-de-sac length shall be measured from the first point of intersection with an existing street, to the center radius of the cul-de-sac bulb.

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

Land Use Designations- the use to which a particular area of the Property may be put as shown on the Master Plan.

Master Developer - Sinacori Builders, LLC or its assignee, as allowed in the development agreement with Lancaster County.

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

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

Open Space - any open space designated for use as Park Amenity Center Site/ Facilities Floodway, Floodplain and/or Open Space on the Master Plan.

Property - all of the land comprising the Avondale Mixed Use Site (PDD-27) development.

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

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

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

Villages- any one of the Components depicted on the Master Plan.

Section 10. Development Regulations.

- (a) Unless otherwise provided in this Ordinance, the development of the Property must comply with the UDO. To the extent that this Ordinance may contain zoning and development standards which conflict with zoning and development standards contained in the UDO, the standards contained in this ordinance control and supersede the UDO provision.
- (b) Notwithstanding the applicable provision of the UDO, the following development regulation applies to the development of the property:
 - (1) Block and Roadway Configuration- Block lengths, block widths, and cul-de-sacs may vary, provided, that it does not exceed 1,000 feet and adequate fire protection criteria is maintained.
 - (2) Sidewalks and Public Crosswalks -- Connectivity shall be provided through the use of sidewalks to link various areas of the site. Sidewalks will be provided on one side of the secondary streets and along both sides of all major roads in the community and the entrance road.

- (3) Driveways- No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the subdivision or commercial areas from Harrisburg Road, Calvin Hall Road and other external surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT").
- (4) Buffers - Buffers and setbacks, for the perimeter of the development, shall be in accordance with Section 13.12 of the UDO unless otherwise specifically provided in this ordinance. An internal Type 3, 25' wide buffer, meeting the requirements of Section 12.9 of the UDO, shall be provided between the internal residential and commercial uses of the development.
- (5) Parking- Parking shall be provided in accordance with Section 17 of this ordinance. Parking may be shared for uses located within Villages A & B provided that cross access agreements and shared parking agreements are registered with the owner with copies provided to the Lancaster County Planning Department.
- (6) Open Space requirements- For purposes of applying Section 17.1(2)(b)(I) of the UDO to the development, the narrow strip of common area must be at least twenty-five feet (25') in width.
- (7) Open Space requirements- For purposes of applying Section 17.1(2)(a) of the UDO to the development, sidewalk and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the development's Open Space calculations.
- (8) Flood way Restrictions - In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.
- (9) Floodplain restrictions -- In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank area unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (10) Submission Requirements -- Environmental Characteristics of the Site - When submitting flood frequency information as a part of the subdivision approval process, the person seeking subdivision approval is required to submit only one hundred (100) year frequency flood information, provided, however, buildings or fill material shall not be placed within a FEMA one hundred (100) year floodplain without a LOMR-F.
- (11) Connectivity-- The maximum connectivity index required for PDD-27 is 1.2.

Section 11. Density/Intensity.

(a) Development intensity for a particular use shall not exceed the following use densities:

<u>Land Use</u>	<u>Density/Intensity</u>	<u>Total Number of Acres/Units/ Facilities</u>
Single Family Village Villages B, C, D and E	5.5 Dwelling Units/acre, on average	Up to 560 Units
Multifamily Villages A or B	18 Dwelling Units/acre, on average	Up to 300 Units
Mixed Use Villages A or B		
Multifamily	300 Units	Up to 25 Acres
Apartments	300 Units	Up to 25 Acres
Commercial/ Retail Villages A or B	100,000 square feet	Up to 15 Acres

- (b)(1) The Property Owner may vary the intensity of development within any Component or any use category of any Component on one or more occasions by up to thirty percent (30%) without further approval, provided, that the total number of overall units of residential housing and the number of total acres of retail commercial within the overall development does not increase from the maximums stipulated on the Master Plan.
- (c)(1) The Property Owner may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or portions of the commercial square footage from any component or area within the Property to any other Component or area within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building area of commercial property) allocated to a Component by an Assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Component, the unused density shall revert to the Master Developer for allocation to any other Component.
- (2) As used in this subsection, "Assignment of Property Owner Rights" means a written instrument in recordable form by which the property owner assigns its rights as property owner under this ordinance to another person or entity with respect to a particular Component designated in the Assignment of Property Owner Rights. The Assignment of Property Owner Rights may include such limitations on the assignee as the property owner desires including, without limitation, restrictions on the type of units that may be constructed within a Component, the location where those units may be constructed within the Component, the number of units of a particular type that may be constructed

within the Component, the minimum lot requirements for the Component (including requirements for setback, lot area, building height, lot width, buffers, and number of units per lot). All restrictions contained within the Assignment of Property Owner Rights are binding on the assignee and each person who ultimately owns any real estate within the designated Component. Any such limitations shall be in addition to any private contractual restrictions placed upon all or any part of any Component by the property owner.

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

Section 12. Setbacks and Yards. (a) All lots within PDD-27 shall meet or exceed the following setback and yard requirements from a public right of way:

Land Use	Min. Setback	Min. Side Yard	Min. Rear Yard
Single Family Villages B, C, D & E*	20'	5'	25'
Multi-Family Village A or B	20'	7'	25'
Mixed Use Villages A or B	25'	5'	15"
Commercial/Retail Villages A or B	25'	5'	15'

Note* Village B, designated as a "mixed-use village" may, as an alternative, be developed, either in part of in its entirety with single-family detached lots.

- (b) The setbacks on internal private roads, alleys and/or parking within a residential, commercial, or multi-family use development will have no setback requirements; except to satisfy underlying fire access or emergency management vehicular requirements
- (c) Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area.

- (d) HVAC equipment may encroach 4' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes, in prevention of HVAC units being located next to each other.
- (e) Alley product is allowed in Village C with the 40' min lot width. If alley loaded product is utilized in Village C than the rear yard shall be 10' from the edge of the alley for those lots.
- (f) Setbacks along a private road within a residential/ multi family use shall be measured from the back of curb.

Section 13. Building Height. (a) Maximum building heights must comply with the UDO unless otherwise authorized in this item:

Land Use	Maximum Building Height
Single Family Villages B, C, D, & E	35'
Multi-Family Villages A or B	50'
Mixed Use Villages A or B	60'
Commercial/Retail Villages A or B	60'
Park/Open Space	N/A

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

Section 14. Lot Size. (a) All lots shall have the minimum number of square feet (sf) indicated in the following table:

Land Use	Minimum Lot Size*
Single Family Villages B, C, D & E	4800 sq feet (detached)
Multi-Family Villages A or B	1000 sq feet (attached)
Mixed Use Villages A or B	
Retail	100,000 S.F
Multifamily	1000 sq ft (attached)
Apartments	800 sq ft (attached)
Commercial/Retail Villages A or B	100,000 S.F.
Park/Open Space	No Minimum

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

Section 15. Lot Width. All lots shall meet or exceed the minimum widths indicated in the following table:

Land Use	Minimum Lot Width
Single Family Villages B, C, D or E*	45' (detached) For alley loaded type lots 50' (detached) For front loaded type lots
Multi-Family Villages A or B	20' (attached)
Mixed Use Villages A or B	
Retail	100'
Multifamily	NA'(attached)
Apartments	NA'(attached)
Commercial/Retail Villages A or B	100'
Park/Open Space	No Minimum

Note* Village B, designated as a “mixed-use village” may, as an alternative, be developed, either in part of in its entirety with single-family detached lots.

Section 16. Buffers.

- (a) A perimeter buffer is not required where the uses are adjacent to an existing or proposed road. The border of the proposed PDD that is not adjacent to a road must be buffered by a minimum of a 40 foot buffer. Where steep topography is present, pedestrian/vehicular access, utility easements, or sidewalks are needed, grading will be allowed in these buffers. The buffer yards are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings may be installed by the developer at the developer's discretion. If the use is adjacent to a similar use, on an adjacent tract, this perimeter buffer may be removed with approval of the Planning Department.
- (b) There shall be an internal buffer between residential and commercial uses consisting of a 25' Class 3 buffer in accordance to Section 12.9 of the UDO.
- (c) If the Property Owner can demonstrate to the Planning Director that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a greenway, buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Planning Director shall waive the buffer requirements for that site.
- (d) Along the property line of the PDD that is adjacent to Lancaster County Tax Map Number 0005-00-077.00 and Lancaster County Tax Map Number 0005-00-018.00, there shall exist a fifty foot (50') buffer.

Section 17. Parking.

- (a) All uses within the PDD may utilize on street and/or alley parking to meet the requirements of Section 11.2 of the UDO. If parking is allowed on any road within this development regardless of which section it is allowed in, the road must be wide enough to allow the parking of vehicles on the street and the travel width of the road must be at least 24 feet excluding the parking areas. Multi-level/commercial parking garages are an allowed use in Villages A and B of the PDD.
- (b) For commercial and retail uses, one parking space must be provided for each 300 square feet of gross acreage.

Section 18. Roadways and Traffic.

- (a) The number, location and alignment of the internal roadways shown on the Master Plan may be modified, provided that they are constructed in conformance with the roadway design and construction standard set forth in this section.
- (b) All internal roadways shall be built to the County's construction standards set forth in the UDO except as otherwise specified in (c) through (e) of this section.
- (c) Any portion of the Property may have private roads.
- (d) All internal roads will be constructed with curb and gutter.
- (e) All internal roadways will be constructed in accordance with the following minimum standards:

	Street Standards	R/W Width
1. Local Limited Res Street	20' Asphalt 24' BC/BC	40' r/w
2. Local Residential	22' Asphalt 27' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt 36' BC/BC	66' r/w
4. Private Street/Drive Townhomes/Commercial	20' Asphalt 23' BC/BC (Standard 1' – 6" Curb)	30' Clear Zone

- (t) All connections to SCDOT roadways must meet SCDOT regulations and be approved by SCDOT.
- (g) Alleys per Lancaster County Standards are allowed in Villages C or D.

Section 19. Street Lighting.

- (a) Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the requirements of this section and the UDO.
- (b) All community street lighting within each Component shall be of uniform design and all lighting throughout the Property shall be complementary.
- (c) The community street lighting shall be part of an overall street lighting program for the Property. The street lighting shall be maintained and operated by the appropriate electric utility, a property owners association, or some other non-profit entity.
- (d) Nothing in this section shall be construed to limit or otherwise impair the ability of any individual resident or lot owner to construct or install lighting anywhere on such resident's or owner's lot. Such lighting, however, shall be appropriately shielded so that it does not interfere with the reasonable enjoyment of neighboring properties.

Section 20. Model Homes and Other Buildings. Within the boundaries of tax parcels 0005-00-093.05, 0005-00-078.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01, & a portion of 0005-00-074.03, prior to the installation of water and sewer for the development or any of its components, the developer at any given time may be issued not more than eleven (11) building permits of which ten (10) may be for model single family residences for sale ("Model Homes") and one (1) for a sales office. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to central water and sewer services as soon as the central services are available. Prior to issuing the building permits for the Model Homes, the developer shall provide the County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, the Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. A certificate of occupancy for the Model Homes shall not be issued until the Model Homes are connected to central water and sewer service and must meet otherwise applicable requirements. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

Section 21. Mass Grading and Timber Harvesting. The Property Owner may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided, that, the Property Owner complies with section 12.11 of the UDO.

Section 22. Open Space. Storm water detention facilities may be included as Open Space.

Section 23. Severability. If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section 24. Controlling Ordinance. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 25. Effective Date. This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED THIS ____ DAY OF _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Chair, County Council

Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

1st reading:
2nd reading:
3rd reading:

EXHIBIT A

13

*Avondale Mixed Use District
May 7th, 2015
Revised May 28th, 2015*

Avondale Site
Planned Development District (PDD-27)
Master Plan
See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Indexed By Parcel ID Card #

Add Mod Del Save Cancel

M Parcel ID: 0005-00-075.01 Card: 1/1
 Account: 445 District: 01 - County
 Sticker #: Ent. Parcel Area: 2 - AC
 Location: 10055 HARRISBURG ROAD Indian Land
 Land Use: QR - QualRes Neigh: 01 - 01
 Owner #1: WITHERS, DEAN ROSS Own Type:

Market Ad Value	Current	Year 2014	Legal Description
Calc. Land Area:	2,000	2,000	
Full Market Value:	107,600	107,600	

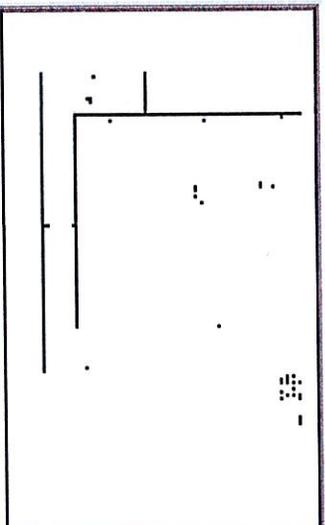
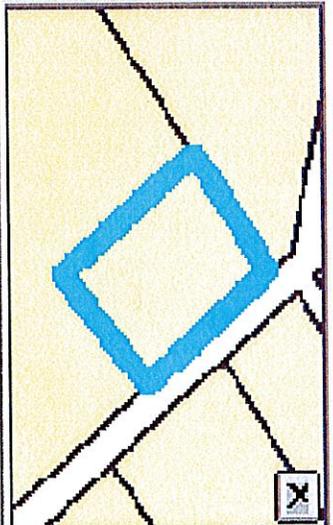
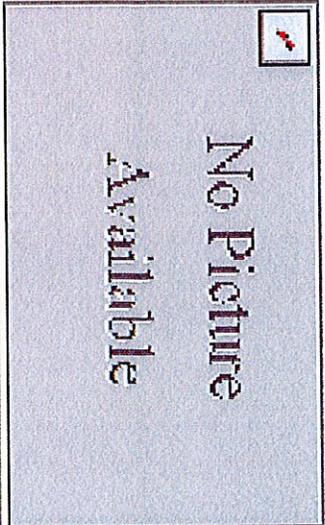
Building Value:	43,600	43,600	
Yard Items:			
Land Value:	64,000	64,000	
Total Value:	107,600	107,600	
Assessed Value:	4,304	4,304	
Capped Total:	107,600	107,600	Reval / Market 01

Sales Information

Grantor: WITHERS, DEAN ROSS
 Sale Price: 100 Validity: 2
 Sale Date: 1/8/2015 Sold Vacant: No
 Legal Ref: 843-8

Narrative Description

This parcel contains 2 AC of land mainly classified as QualRes with a Sing Fam Dw Building built about 1915, having primarily AlumWynyl Exterior and 1434 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.



Add Mod Del Save Cancel

Indexed By Parcel ID

Card #

Parcel ID: 0005-00-078.00

Card: 1/2

Account: 448 District: 01 - County
 Sticker #: Ent. Parcel Area: 35.923 - AC

S Location: 10076 CALVIN HALL RD Indian Land
 Land Use: NCDM - Comm Neigh: 01 - 01

Owner #1: DWSLEY ENTERPRIES
 Own Type:

Market Adj Value Current Year 2014 Legal Description

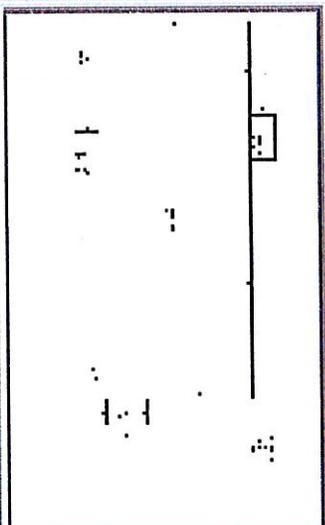
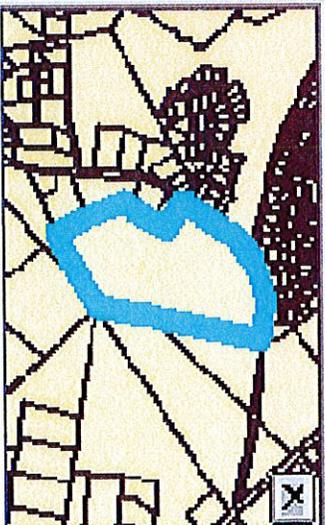
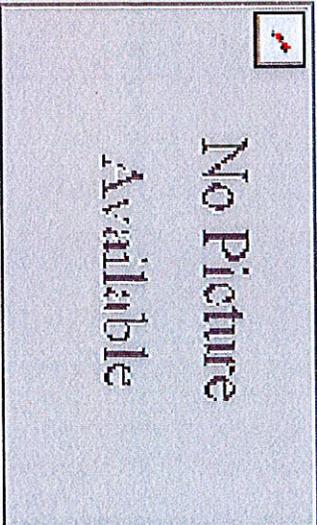
Calc. Land Area:	35.923	35.923	
Full Market Value:	1,496,926	1,496,926	
Full Land Value:	1,265,326	1,265,326	
Building Value:	231,600	231,600	
Yard Items:			
Land Value:	510,553	510,553	
Total Value:	742,153	742,153	
Assessed Value:	39,927	44,529	
Capped Total:	1,496,926	1,496,926	Reval / Market 01

Sales Information

Grantor: DWSLEY ENTERPRIES
 Sale Price: 0 Validity:
 Sale Date: 12/28/1976 Sold Vacant: No
 Legal Ref: C006-2908

Narrative Description

This parcel contains 35.923 AC of land mainly classified as Comm with a Warehouse Building built about 1974, having primarily Cong Metal Exterior and 7200 Square Feet, with 0 Unit, 0 Bath, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdm.



Indexed By Parcel ID Card #

Add Mod Del Save Cancel

Parcel ID: 00005-00-091.00

Account: 463 Card: 1/1
 Sticker #: Ent. Parcel Area: 14.8 - AC
 District: 01 - County

S Location: PATTERSON LANE Lancaster
 Land Use: QUSE - QualAg Neigh: 01 - 01
M Owner #1: SMITH, DALLENE P Dwn Type:

Market Adj Value **Current** **Year 2014** **Legal Description**

Calc. Land Area:	14,800	14,800
Full Market Value:	505,773	505,773
Full Land Value:	505,773	505,773
Building Value:		
Yard Items:		
Land Value:	1,806	1,806
Total Value:	1,806	1,806
Assessed Value:	72	72
Capped Total:	505,773	505,773

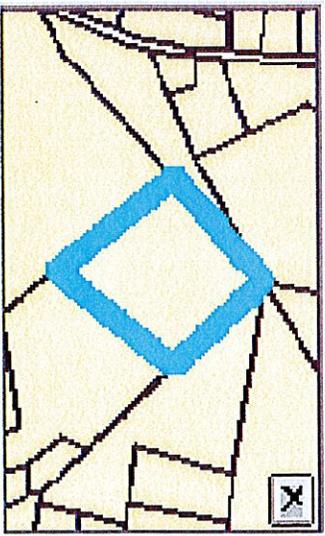
Sales Information

Grantor: SMITH DALLENE P & BENJAMIN W
 Sale Price: 1 Validity: 9K
 Sale Date: 11/16/2000 Sold Vacant: No
 Legal Ref: 0100-0330

Office Notes Notes

Open 6/9/2015 1:29 PM

No Picture Available



No Sketch Available

463 Quicklist

Add Mod Del Save Cancel

Indexed By Parcel ID Card #

Parcel ID: 0005-00-091.03

Card: 1/1

Account: 67419

District: 01 - County

Sticker #:

Ent. Parcel Area: 14.14 - AC

Location: 206 PATTERSON LANE Lancaster

Land Use: QR - QualRes

Neigh: 01 - 01

Owner #1: PATTERSON ALAN D

Own Type:

Market Adj Value **Current**

Year 2014

Legal Description

Calc. Land Area: 14,140

14,140

Full Market Value: 655,776

655,776

Full Land Value: 432,676

432,676

Building Value: 223,100

223,100

Yard Items:

Land Value: 30,403

30,403

Total Value: 253,503

253,503

Assessed Value: 10,140

10,140

Capped Total: 655,776

655,776

Reval / Market 01

Sales Information

Grantor: PATTERSON ALAN D

Sale Price: 5 Validity: 9K

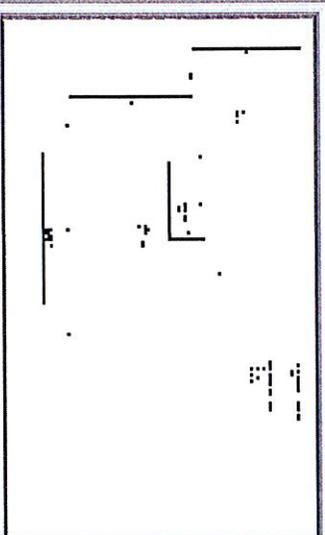
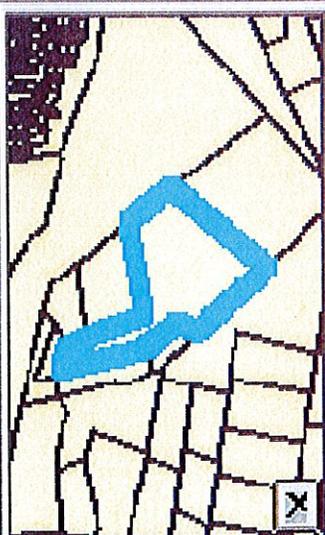
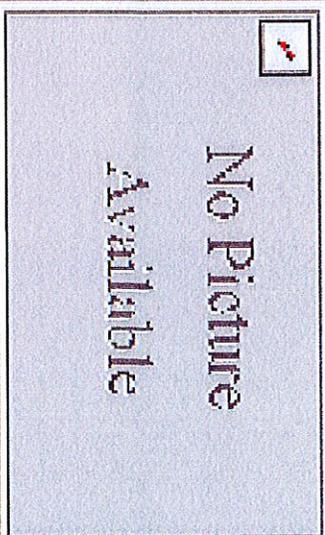
Sale Date: 2/3/1991 Sold Vacant: No

Legal Ref: R009-0009

Office Notes Notes

Narrative Description

This parcel contains 14.14 AC of land mainly classified as QualRes with a Sing Fam Dw Building built about 1998, having primarily Brick Exterior and 2698 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 1 HalfBath, 0 Rooms, and 0 Bdrm.



Indexed By Parcel ID Card #

Parcel ID: 0005-00-093.04

Account: 470 Card: 1/1
 District: 01 - County

Sticker #: Ent. Parcel Area: 3.93 - AC

Location: OLD LANCASTER HWY Kershaw

Land Use: NLN - LandOnly Neigh: 01 - 01

Owner #1: HOOD SANDRA ELMS Own Type:

Market Adj Value Current Year 2014 Legal Description

Calc. Land Area: 3.930
 Full Market Value: 88,000

Building Value: 88,000
 Yard Items: 88,000
 Land Value: 88,000
 Total Value: 88,000
 Assessed Value: 5,280
 Capped Total: 88,000

Rewal / Market 01

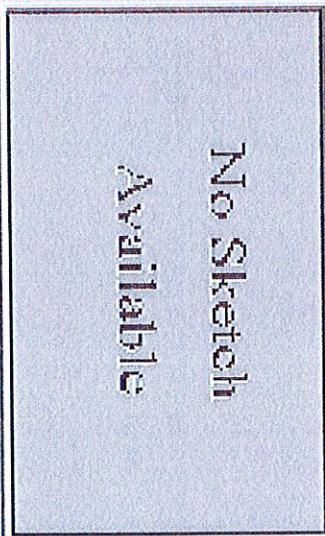
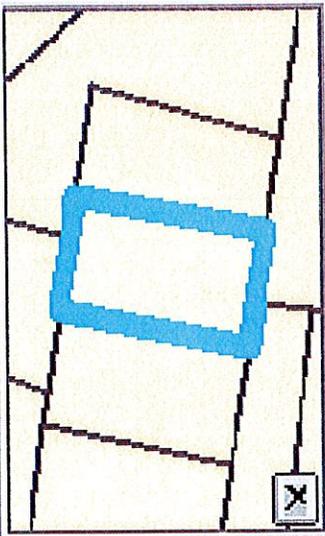
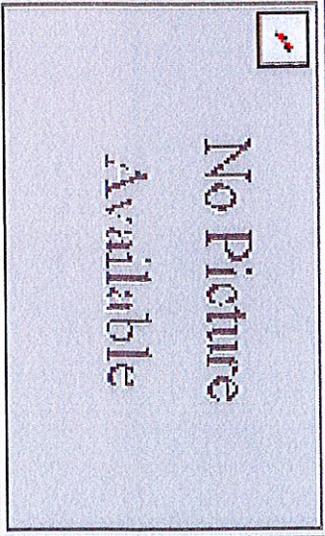
Narrative Description

Sales Information
 Grantor:
 Sale Price: 0 Validity:
 Sale Date: 7/30/1976 Sold Vacant: No
 Legal Ref: C006-1895

Office Notes Notes

Open 6/9/2015 1:30 PM

470 Quicklist























Indexed By Parcel ID

Card #

Parcel ID: 0005-00-089.01

Account: 69510

Sticker #:

Location: 9858 CALVIN HALL RD Indian Land

Land Use: QMH - QualMH

Owner #1: HARVELL SUSAN DIANE WALKER & K Own Type:

Card: 1/1

District: 01 - County

Ent. Parcel Area: 2.93 - AC

Neigh: 01 - 01

Market Adj Value

Calc. Land Area: 2.930

Full Market Value: 120,200

Current

2.930

120,200



Year 2014

2.930

120,200

Legal Description

Building Value: 26,400

Yard Items:

Land Value: 93,800

Total Value: 120,200

Assessed Value: 4,808

Capped Total: 120,200

26,400

93,800

120,200

4,808

Reval / Market 01

Sales Information

Grantor: HARVELL SUSAN DIANE WALKER This parcel contains 2.93 AC of land mainly

Sale Price: 0

Sale Date: 7/16/1993

Legal Ref: 0011-0217

Validity: 9R

Sold Vacant: No

Narrative Description

classified as QualMH with a Mobile Home Building built about 1990, having primarily AlumVinyl Exterior and 1848 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

Office Notes Notes

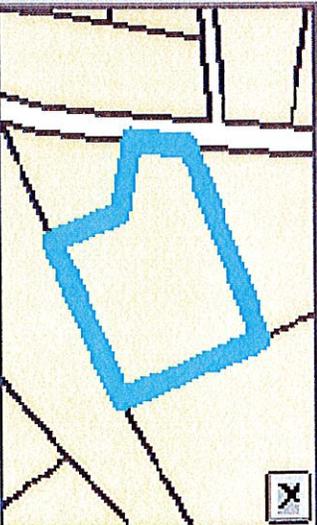
Open

6/9/2015

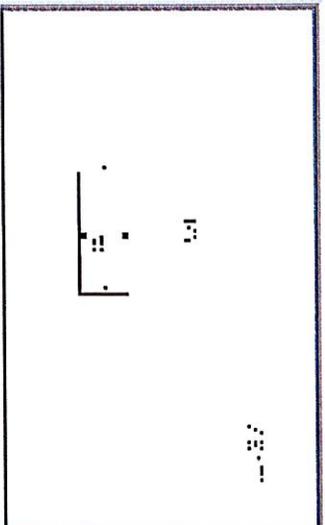
1:31 PM

69510

Quicklist



No Picture Available



Indexed By Parcel ID Card #

Add Mod Del Save Cancel

Parcel ID: 0005-00-089.00

Card: 1/1

Account: 461

District: 01 - County

Sticker #:

Ent. Parcel Area: 1 - AC

Location: 9848 CALVIN HALL RD Indian Land

Land Use: NRN - NGRes

Neigh: 01 - 01

Owner #1: HARRYELL KELLY W & SUSAN W

Own Type:

Market Adj Value

Current



Year 2014

Legal Description

Calc. Land Area: 1,000

1,000

1,000

78,200

78,200

Full Market Value: 78,200

Building Value: 34,800

34,800

Yard Items: 3,400

3,400

3,400

Land Value: 40,000

40,000

40,000

Total Value: 78,200

78,200

78,200

Assessed Value: 4,692

4,692

4,692

Capped Total: 71,115

71,115

71,115

Reval / Market 01

Sales Information

Grantor: HARRYELL SUSAN DIANE W/ALKEFThis parcel contains 1 AC of land mainly classified as NGRes with a Sing Fam Dw

Sale Price: 5

Validity: 9K

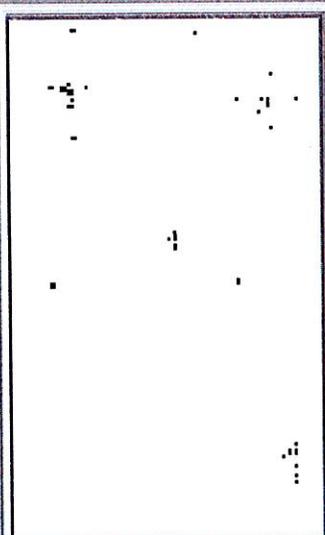
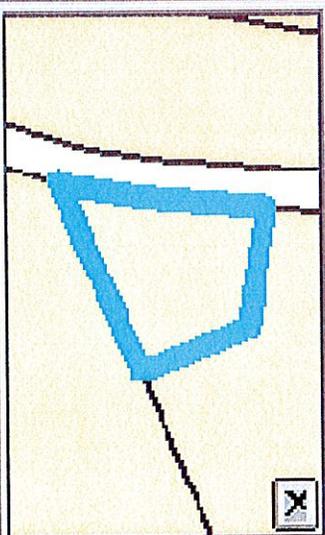
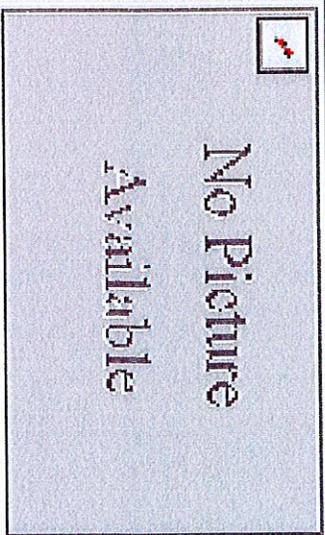
Sale Date: 11/30/2005 Sold Vacant: No

Legal Ref: 0311-0335

Office Notes Notes

Narrative Description

Building built about 1950, having primarily Asbestos Exterior and 1150 Square Feet, with 0 Unit, 1 Bath, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.



Open

6/9/2015

1:31 PM

461

QuickList

Add Mod Del Save Cancel

Indexed By Parcel ID

Card #

Navigation icons: Print, Keyboard, Home, Left Arrow, Right Arrow, Double Left Arrow, Double Right Arrow

Help icons: Search, Print, Information

Parcel ID: 0005-00-083.00

Card: 1/1

Account: 455

District: 01 - County

Sticker #:

Ent. Parcel Area: 4.2 - AC

Location: 9904 CALVIN HALL RD Indian Land

Land Use: NRN - NRRes

Neigh: 01 - 01

Owner #1: PATTERSON CARL T & KAREN G

Own Type:

Market Ad Value

Current



Year 2014

Legal Description

Calc. Land Area: 4,200

4,200

Full Market Value: 226,900

226,900

Building Value: 91,000

91,000

Yard Items: 1,500

1,500

Land Value: 134,400

134,400

Total Value: 226,900

226,900

Assessed Value: 13,614

13,614

Capped Total: 226,900

226,900

Reval / Market 01

Sales Information

Grantor: TEAGUE CLYDE W/ JR ETAL.

Sale Price: 230,000

Validity: 1

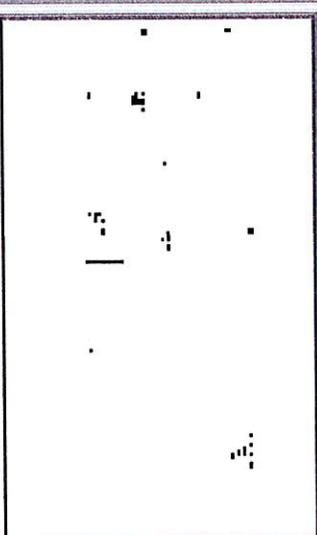
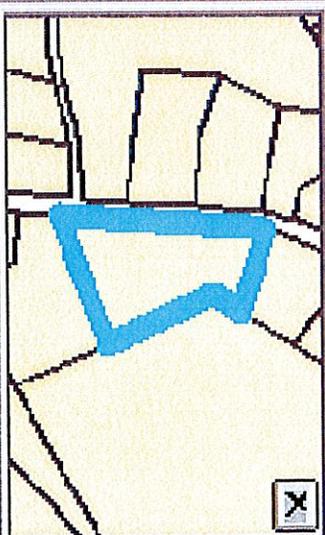
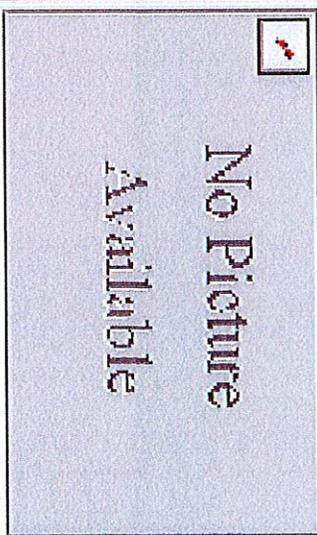
Sale Date: 1/9/2006

Sold Vacant: No

Legal Ref: 318-223

Narrative Description

This parcel contains 4.2 AC of land mainly classified as NRRes with a Sing Fam Dw Building built about 1974, having primarily Brick Exterior and 1790 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.



Office Notes Notes

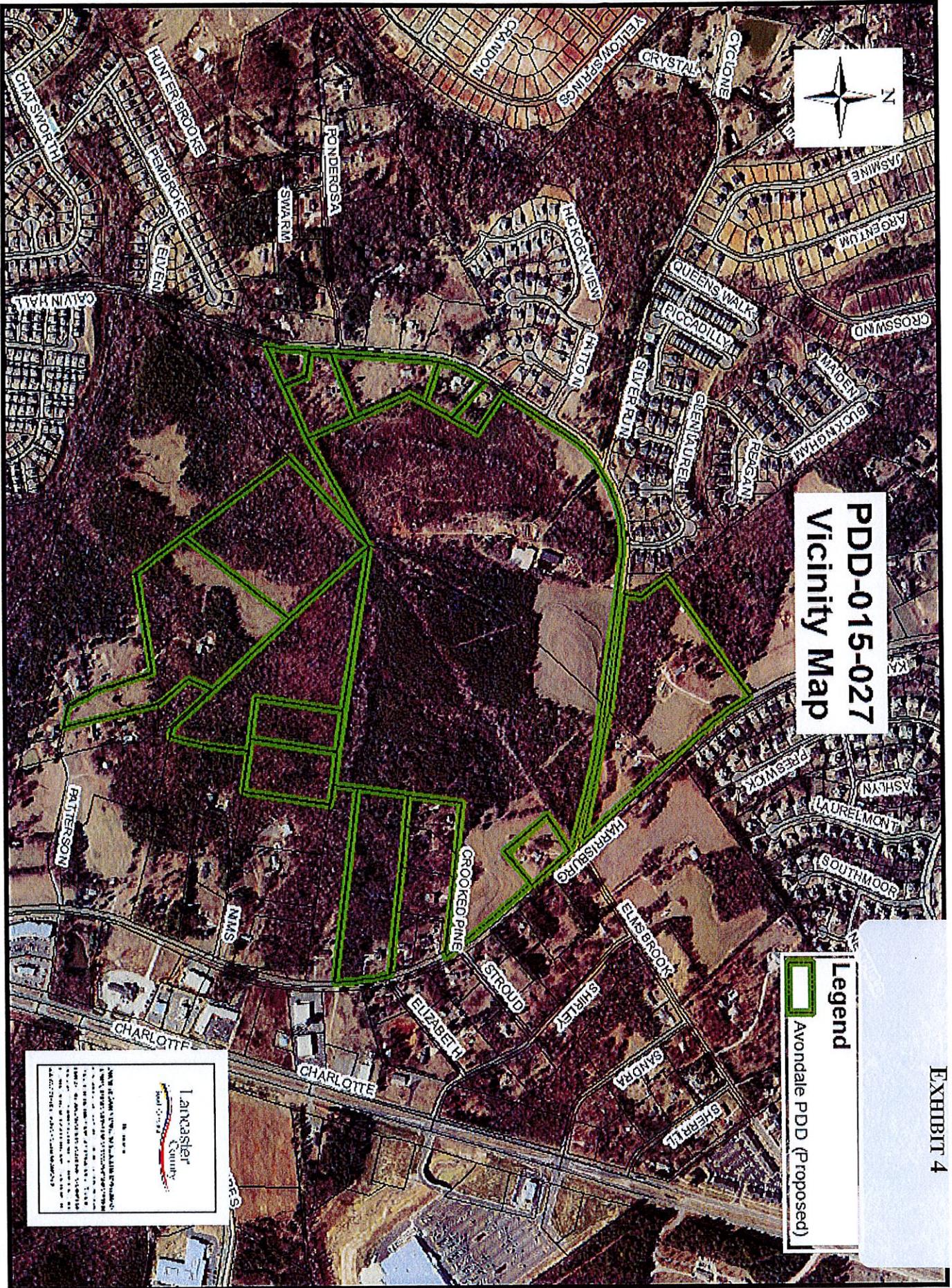
Open

6/9/2015

1:32 PM

455

Quicklist

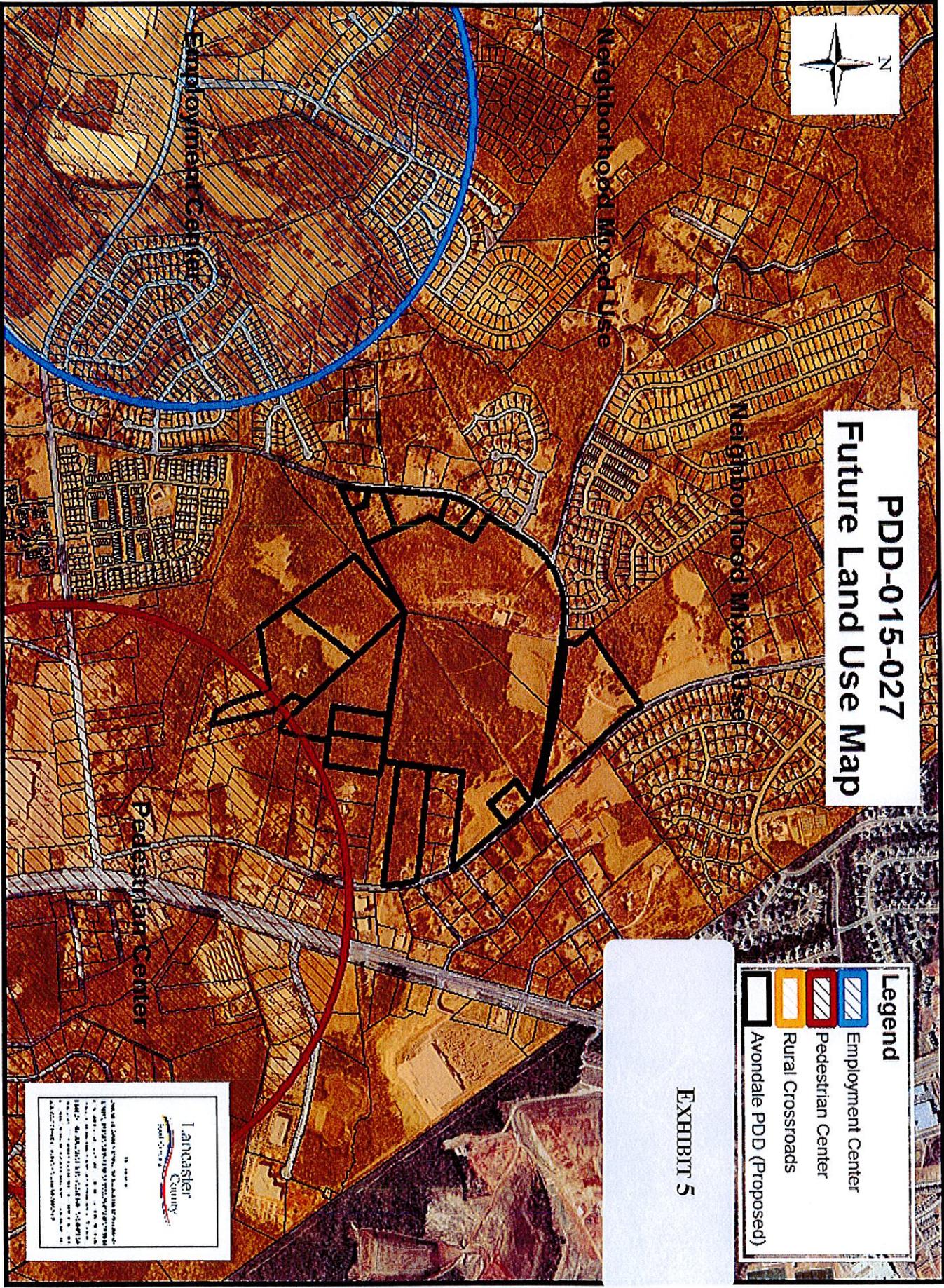


PDD-015-027
Vicinity Map

Legend
 Avondale PDD (Proposed)

EXHIBIT 4

Lancaster County
 Planning and Zoning Department
 100 North 1st Street, Lancaster, PA 17303
 Phone: 717.397.2000
 Fax: 717.397.2001
 Website: www.lancastercountypa.gov



PDD-015-027
Future Land Use Map

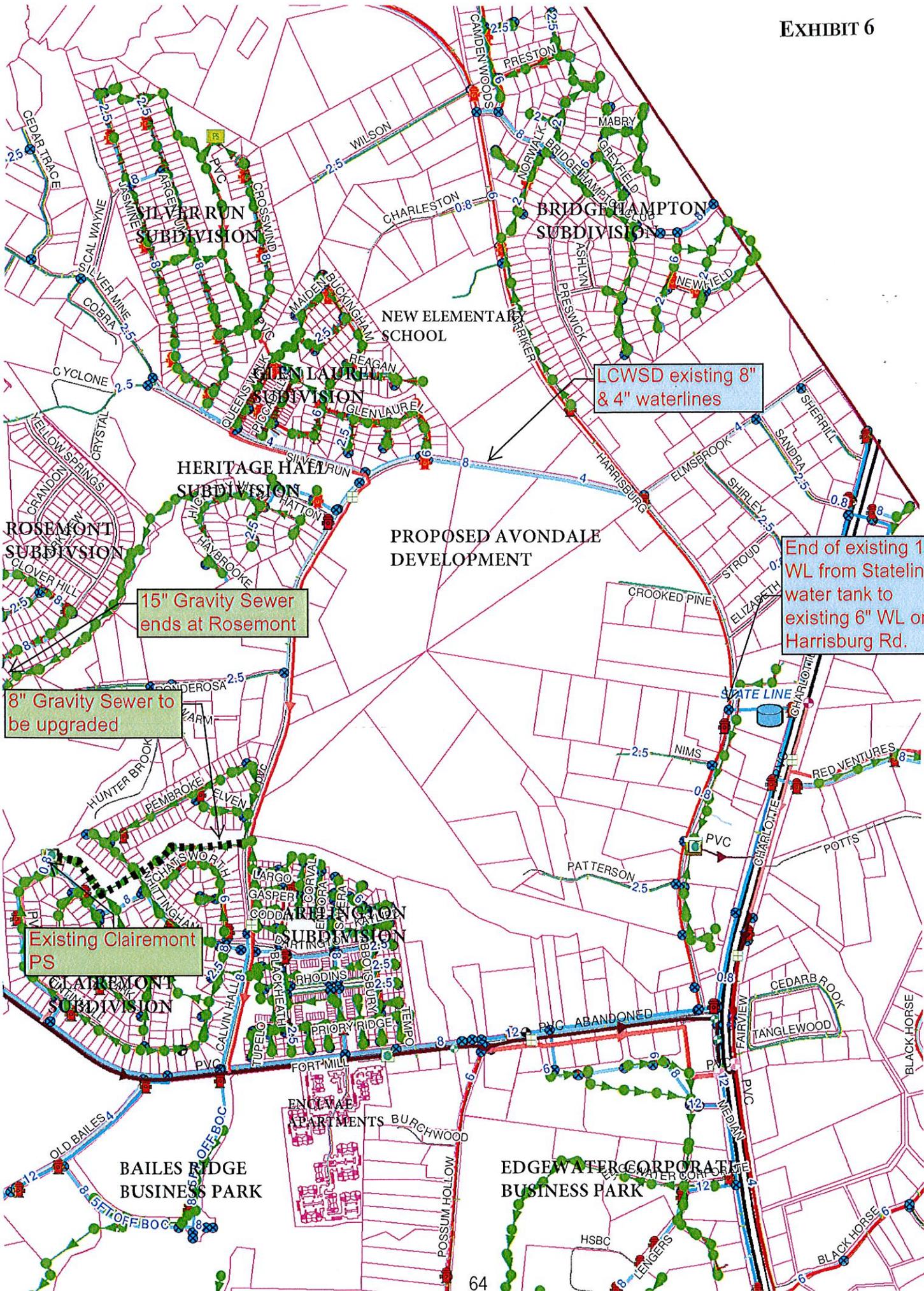
Legend

-  Employment Center
-  Pedestrian Center
-  Rural Crossroads
-  Avondale PDD (Proposed)

EXHIBIT 5

Lancaster County
 North Carolina

PLANNING AND ZONING DEPARTMENT
 100 NORTH MARKET STREET, SUITE 200
 LANCASTER, NORTH CAROLINA 27604
 PHONE: 704/785-3300
 FAX: 704/785-3301
 WWW.LANCASTERCOUNTYNC.GOV



6. CONCLUSIONS

This report summarizes the findings of the Traffic Impact Study (TIS) that was performed for the proposed Avondale Mixed-Use Development to be located along Harrisburg Road and Calvin Hall Road in Lancaster County, South Carolina. The purpose of this study is to determine the potential impact to the surrounding transportation system caused by the traffic generated by the development.

The site is proposed to consist of up to 430 single family homes, 300 apartments, 200 townhomes, and 100,000 square feet of retail space. For purposes of this study it was assumed the development would be built out by 2018. Based on the preliminary development plan, approximately seven full access site driveways are proposed, including three site driveways on Calvin Hall Road and four site driveways on Harrisburg Road.

6.1. Summary of Recommended Improvements

Based on the analysis results, certain geometric improvements have been identified. Refer to Figure 12 for an illustration of the recommended lane configurations.

It is recommended the developer provide the following improvements to mitigate site traffic:

US 521 and SC 160

- Restripe the eastbound through lane to a shared left-through lane.
- Construct a third receiving lane on northbound US 521, terminating at the right-in / right-out Goodyear Tire driveway located approximately 580 feet north of the intersection. Terminate as a right turn lane or taper according to SCDOT recommendations.
- Adjust the traffic signal to accommodate split phasing.

SC 160 and Calvin Hall Road

- Construct an exclusive left turn lane on eastbound SC 160 with 200 feet of full width storage.

- Construct an exclusive left turn lane on southbound Calvin Hall Road with 150 feet of full width storage.

Harrisburg Road and Calvin Hall Road

- Construct a roundabout at the intersection.
- Construct each approach with a shared left-through-right lane with the exception of the southbound approach of Harrisburg Road, which should be constructed with a shared left-through lane and a right turn slip lane with 150 feet of storage.

Calvin Hall Road and Site Drive 1

- Construct the westbound approach of Site Drive 1 with one shared left-right egress lane.

Calvin Hall Road and Site Drive 2

- Construct the westbound approach of Site Drive 2 with one shared left-right egress lane.

Calvin Hall Road and Site Drive 3

- Construct the north and southbound approaches of Site Drive 3 with two egress lanes, including one shared through-right lane and one 150 foot left turn lane.
- Construct an exclusive left turn lane on eastbound Calvin Hall Road with 150 feet of full width storage.
- Construct an exclusive left turn lane on westbound Calvin Hall Road with 150 feet of full width storage.
- Construct an exclusive right turn lane on westbound Calvin Hall Road with 100 feet of full width storage.

Harrisburg Road and Site Drive 4

- Construct the eastbound approach of Site Drive 4 with one shared left-right egress lane.

Harrisburg Road and Site Drive 5

- Construct the eastbound approach of Site Drive 5 with one shared left-right egress lane.

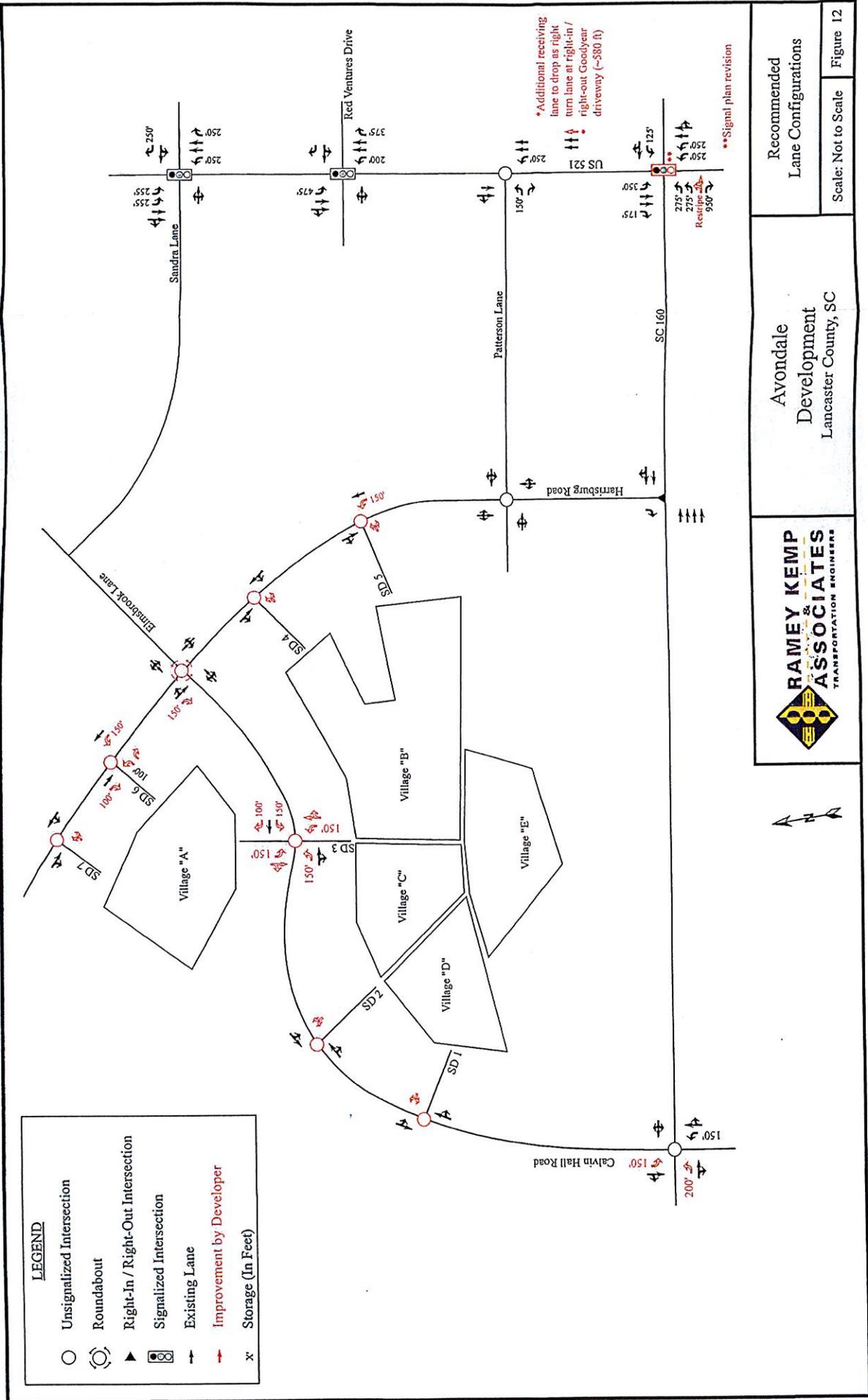
- Construct an exclusive left turn lane on northbound Harrisburg Road with 150 feet of full width storage.

Harrisburg Road and Site Drive 6

- Construct the eastbound approach of Site Drive 6 with two egress lanes, including one right turn lane and one 100 foot left turn lane.
- Construct an exclusive left turn lane on northbound Harrisburg Road with 150 feet of full width storage.
- Construct an exclusive right turn lane on southbound Harrisburg Road with 100 feet of full width storage.

Harrisburg Road and Site Drive 7

- Construct the eastbound approach of Site Drive 7 with one shared left-right egress lane.



DA-015-002 – Sinacori Builders. LLC (Avondale Development) has submitted an application to enter into a development agreement with Lancaster County. The site is located between Calvin Hall Road and Harrisburg Road in the Indian Land section of Lancaster County, South Carolina. {Public Hearing} pgs. 69-107

Tax Map 5, Parcels 75, 75.01, 76, 77, 78, 79.01, 89, 89.01, 90, 91, 91.03, 92, 93.04, 93.05 and a portion of 74.03

Penelope Karagounis

Planning Staff Report

I. Facts

A. General Information

Sinacori Builders, LLC (Avondale Development) has submitted an application to enter into a development agreement with Lancaster County. The site is located between Calvin Hall Road and Harrisburg Road in the Indian Land section of Lancaster County, South Carolina (Tax Map 5, Parcels 75, 75.01, 76, 77, 78, 79.01, 89, 89.01, 90, 91, 91.03, 92, 93.04, 93.05 and a portion of 74.03). The site contains +/- 188.97 acres. The Avondale development is a proposed Planned Development District. The current zoning of the property is R-15P, Moderate Density Residential/Agricultural Panhandle District and B-3, General Commercial District.

The plan is to develop the site with a maximum of 560 single-family lots and a maximum of 450 multi-family units to include both townhomes and apartments. Additionally, the applicant has proposed up to 100,000 square feet of commercial space. Under this development agreement, Avondale Development (Sinacori Builders, LLC) would be vested for five years.

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

TEXT:

See Attached Document – Exhibit 4

II. Findings

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

Exhibits:

- 1) Comments from Staff Department Heads
- 2) Property Location with zoning maps
- 3) Development Agreement Process
- 4) Proposed Development Agreement



Memo

To: Lancaster County Council
From: Penelope G. Karagounis, Planning Director
Date: June 5, 2015
Re: Development Agreement Staff Recommendations for Avondale Planned Development District 27 (PDD-27)/Sinacori Builders, LLC.

Message:

On April 21, 2015, Debbie Hardin, County Clerk received the proposed Development Agreement for Avondale Development/Sinacori Builders, LLC. This agreement was held as the documentation needed to move forward with the rezoning was not complete. On May 12, 2015, the draft development agreement was delivered to the Lancaster County Planning Department. I emailed the draft development agreement to the following individuals: Steve Willis, County Administrator, Mike Ey, McNair Law Firm; Morris Russell, Emergency Management; Clay Catoe, EMS Director; Sheriff Barry Faile; Kenneth Cauthen, Zoning Administrator; Jeff Catoe, Public Works Director; and Hal Hiott, Parks and Recreation Director to receive comments on the draft. Below are the comments I have received:

Steve Willis Comments:

First, a general comment – do not allow anything in this DA and the proposed PDD that you will not allow in the planned multi-use zoning district.

Section 3.03 – do we need a mention of the planned SMS4 stormwater regulations?

Section 4.01(A) – no per rooftop payment for schools – lump sum the same as the public safety fee

Section 4.01(B) - \$1,000 per house

Section 4.04 (A) – as long as the HOA bears the responsibility for cost of replacing mast arm poles, I will drop my objection to installation of mast arm signals. My worry has always been the county taxpayers picking up the cost of replacement. I do question the mechanism for making sure the HOA has a few hundred thousand on hand at all times in case an ice storm takes down the poles.

Section 4.04(D) – do we need to again mention the upcoming SMS4 regulations?

Section 4.04(I) – is there need to also mention the area is subject to the PVFD fire fee?

Section 4.05(A) – do we need to add “...or successor agency” to the DHEC stormwater permit requirement? At some point I imagine we will have to start issuing permits in that area.

Section 5.03 – there was some talk a while back about transferring the periodic review to Zoning. What is the status on that? Do we have an annual review planned for all developments or is each one reviewed on its own 12 month cycle?

Mike Ey Comments:

NOTES

JME – June 5, 2015

Initial Review

Development Agreement -- Avondale Development

Sinacori Builders, LLC

- General Editing. Some minor general editing is needed throughout the document. This editing would have little or no substantive effect.
- Covington Development Agreement. The provisions of the Avondale development agreement should be conformed, when appropriate, to the final version of the Covington development agreement.
- Planned Development District. The proposed zoning for the Avondale property is planned development district. This means that the development regulations applicable to the property will include those contained in the development agreement, the planned development district documents and in the Unified Development Ordinance (UDO). Because there are three potential sources for development

standards, several provisions in the development agreement will need to be altered to reflect all three sources and the priority for each source.

- Sec. 104. Property. Tax map numbers have been provided for the property covered by the agreement. The legal description for the property is needed, if available. The developer should be asked to confirm that all identified parcels are to be included in the agreement.
- Sec. 2.01(A) Representations and Warranties of County. This representation states that the County finds that the proposed development is consistent with the County's comprehensive plan and land development regulations. Is this correct?
- Sec. 3.01. Vested Right to Develop. Future Laws. Are there any ordinances that are in the "pipeline" that the County will want to apply to the property? If so, they need to be specifically identified.
- Sec. 3.01A. Connectivity. This section appears to involve a variance or deviation from the development standards contained in the UDO. Is this needed and, if so, is the language acceptable?
- Sec. 4.01A. School Payments. (1) The payment structure should be changed to reflect a lump sum payment within a short period after the approval of the agreement. The most recent development agreements have provided for lump sum payments. (2) The current payment obligation is based on residences. Will a school payment obligation also apply to commercial uses?
- Sec. 4.01B. Funds for Public Safety. (1) The payment structure should be changed to reflect a lump sum payment within a short period after the approval of the agreement. In addition, the dollar amount should be set at \$1000 per dwelling unit. The most recent development agreements have provided for lump sum payments based on \$1000 per unit. (2) The current payment obligation is based on residences. Will a public safety payment obligation also apply to commercial uses?
- Sec. 4.04(D). Storm Water Management. This section should be adjusted to match the language used in the Covington development agreement.

- Sec. 4.05. Maximum Density. This section can be deleted. Density is addressed in Section 1.06. This provision originated in a development agreement that did not involve planned development district zoning.
- Sec. 4.06. Road Widths. This section can be deleted. Council passed Ordinance No. 2014-1285 and it provides for the specified road width.
- Exhibit F, Rezoning Plan. Is this exhibit necessary for the development agreement?

Morris Russell and Darren Player, Emergency Management Comments:

Review of the attached ordinance documents and the first draft development agreement from Sinacori Builders, LLC.:

- A fire proof or retardant type exterior wall treatment such as brick or cementitious boarding should be required due to the close proximity of structures based on the number of structures allowed per acre.
- The possible traffic circle entrance should be coordinated with the Fire Marshal and Public Works Director to ensure a proper radius is used in construction to allow for fire apparatus safe and unencumbered entry.
- The ordinance references the fact that no building over 50 feet in height can be constructed but also lists several sections that have listed heights of up to 60 feet in height.
- The development agreement leaves blank the financial fees and payments to Lancaster County for Public Safety agency use in the Indian Land area of the county. The standard fees already used in other agreements should apply. Fire Rescue would like to note Pleasant Valley Fire Department will soon need to expand the Harrisburg Rd Substation and funding from this agreement could be combined with that of other agreements to supplement the necessary funding needed for the station expansion.
- Road widths are defined as 22 feet in the development agreement. The developer must be aware the Fire Code requires a road width of 26 feet in the area of a fire hydrant that is not located at an intersection. This should be coordinated with the Fire Marshal during his site plan review.

Darren Player, Deputy Director
Lancaster County Fire Rescue / Emergency Management

Jeff Catoe, Public Works Director Comments:

These roads will be private.

Any future drawing, plan, or plat submittal(s) need to identify all interior roads as private. This exhibit does not state or show privately maintained roads.

The PDD copy attached states some interior roads may be private (Section 18c). It needs to state all roads will be private.

Sidewalks are mentioned, and if installed, they will be privately maintained as well.

Penelope Karagounis, Planning Director:

A month after the initial submission, a revised master plan with PDD regulations (PDD-27, Avondale proposed ordinance) were filed in the Planning Department office. One of the parcels for this project was eliminated and is not reflected in this development agreement. It was advised to the applicant as they are receiving comments from the Infrastructure and Regulation Committee to update the information in their draft development agreement to reflect the new current submitted master plan and PDD ordinance for Avondale. The revised development agreement should identify the exact density that the applicant is requesting with their master plan and ordinance for Avondale.

Section 3.01 A. Connectivity— this is a proposed mixed use development that is being proposed as a Planned Development District. Connectivity is a requirement. What are your inherent constraints? We need justification for this variance.

County adopted the Comprehensive Plan in December 2014. The subject is area is now classified as Neighborhood Mixed Use on the Future Land Use Map, which is included in the new Comprehensive Plan. This area is portrayed as the community type of “walkable neighborhood”. Sidewalk connectivity throughout the neighborhood and on Calvin Hall Road and Harrisburg Road should be a requirement in the development agreement for Avondale. Internal sidewalks should be located on both sides of main boulevards and on one side of internal roads in the subdivision.

A very small part of some parcels in this proposed development are part of the Pedestrian Center Node. The County has only identified three areas for high density

pedestrian centers through their future land use map. The majority of the parcels in the Avondale PDD do not fall into the pedestrian center classification.

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

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

The Carolina Thread Trail Master Plan does not depict any trails going through this property.

Sidewalks will be required on at least one side of every street. A sidewalk will be required on both sides of arterial and collector streets.

Define the Maximum Density for Section 4.05.

The minimum lot width allowed for single-family development is 55 ft. If a development has a lot width of 60 feet or less, then rear access to each unit via an alley is required.

Revise Exhibit A Property Description

Exhibit C: Development Schedule - Why does this go to 7 years since the development agreement is for 5 years?

Private Roads: Need to cite new Ordinance that County Council passed.

Hal Hiott, Parks and Recreation Director's Comments: No Comments

Sherriff Barry Faile's Comments: No Comments

Kenneth Cauthen, Zoning Administrator Comments: No Comments

Clay Catoe, EMS Director: No Comments

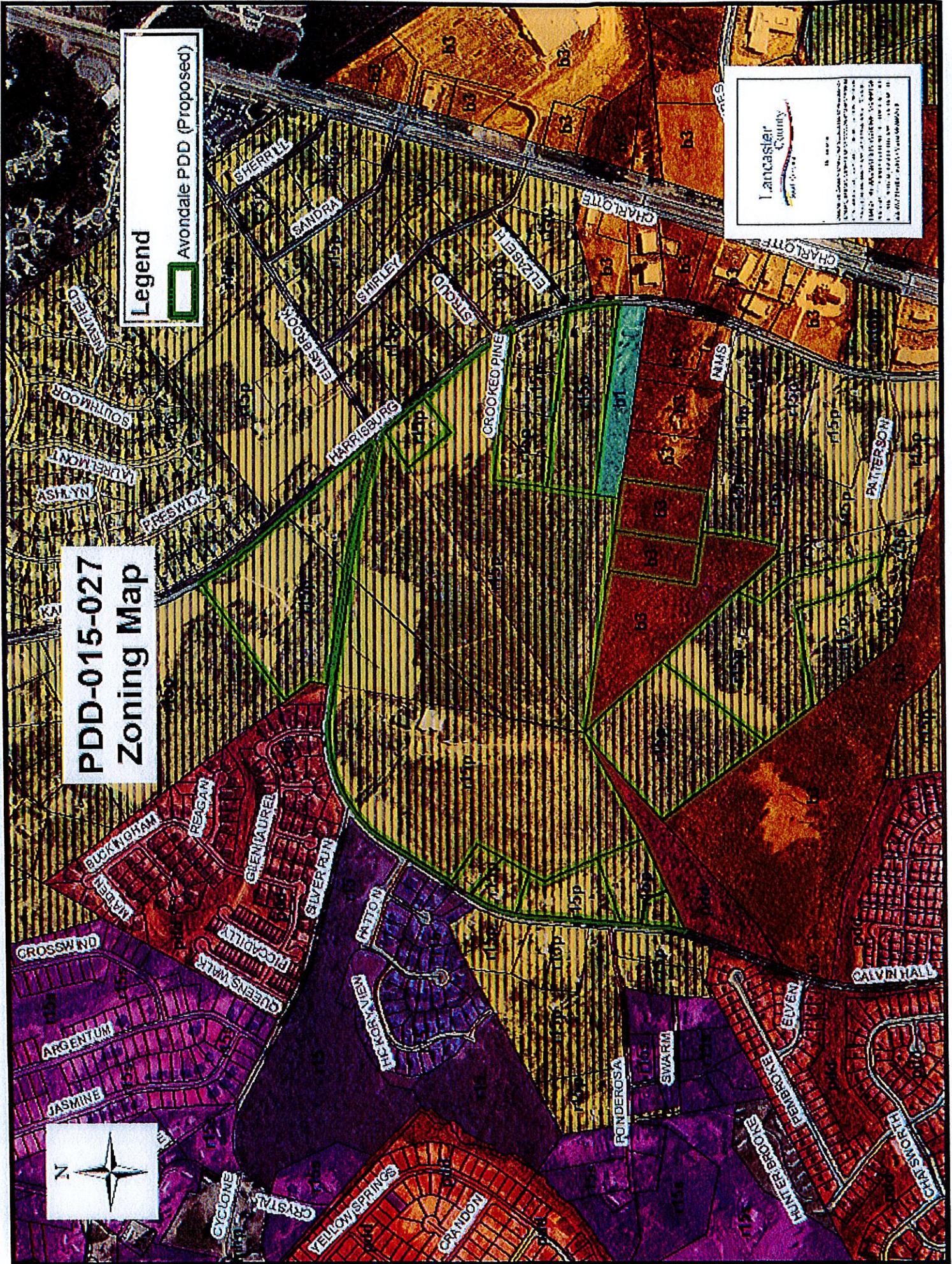
PDD-015-027 Zoning Map

Legend

Avondale PDD (Proposed)

Lancaster County
PLANNING DEPARTMENT

1000 S. MARKET ST., 2ND FLOOR
LANCASTER, PA 17303
TEL: 717-397-2000
WWW.LANCASTERCOUNTYPA.GOV

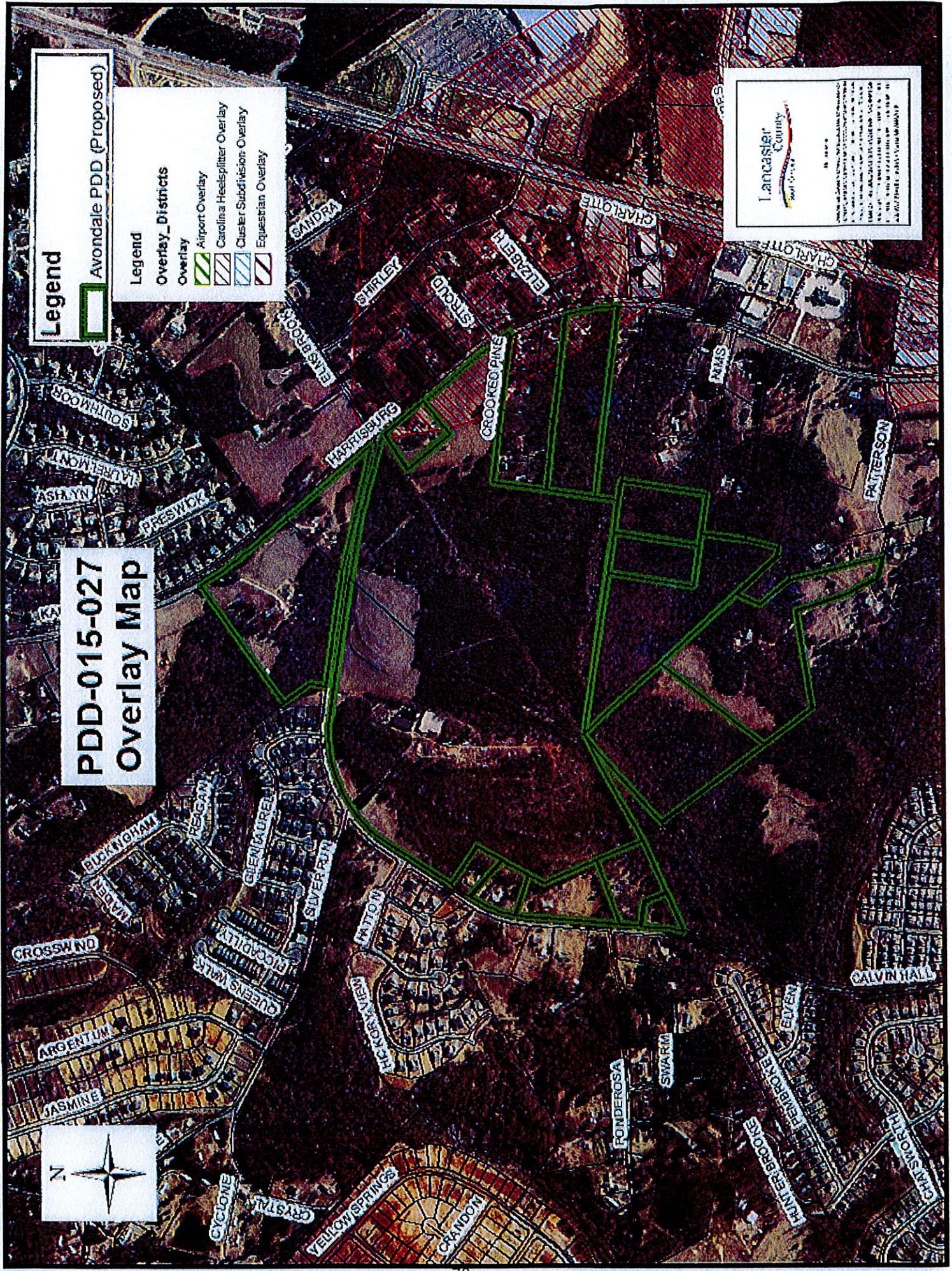


Legend

- Avondale PDD (Proposed)
- Overlay_Districts
- Overlay
- Airport Overlay
- Carolina Heelsplitter Overlay
- Cluster Subdivision Overlay
- Equestrian Overlay



PDD-015-027 Overlay Map



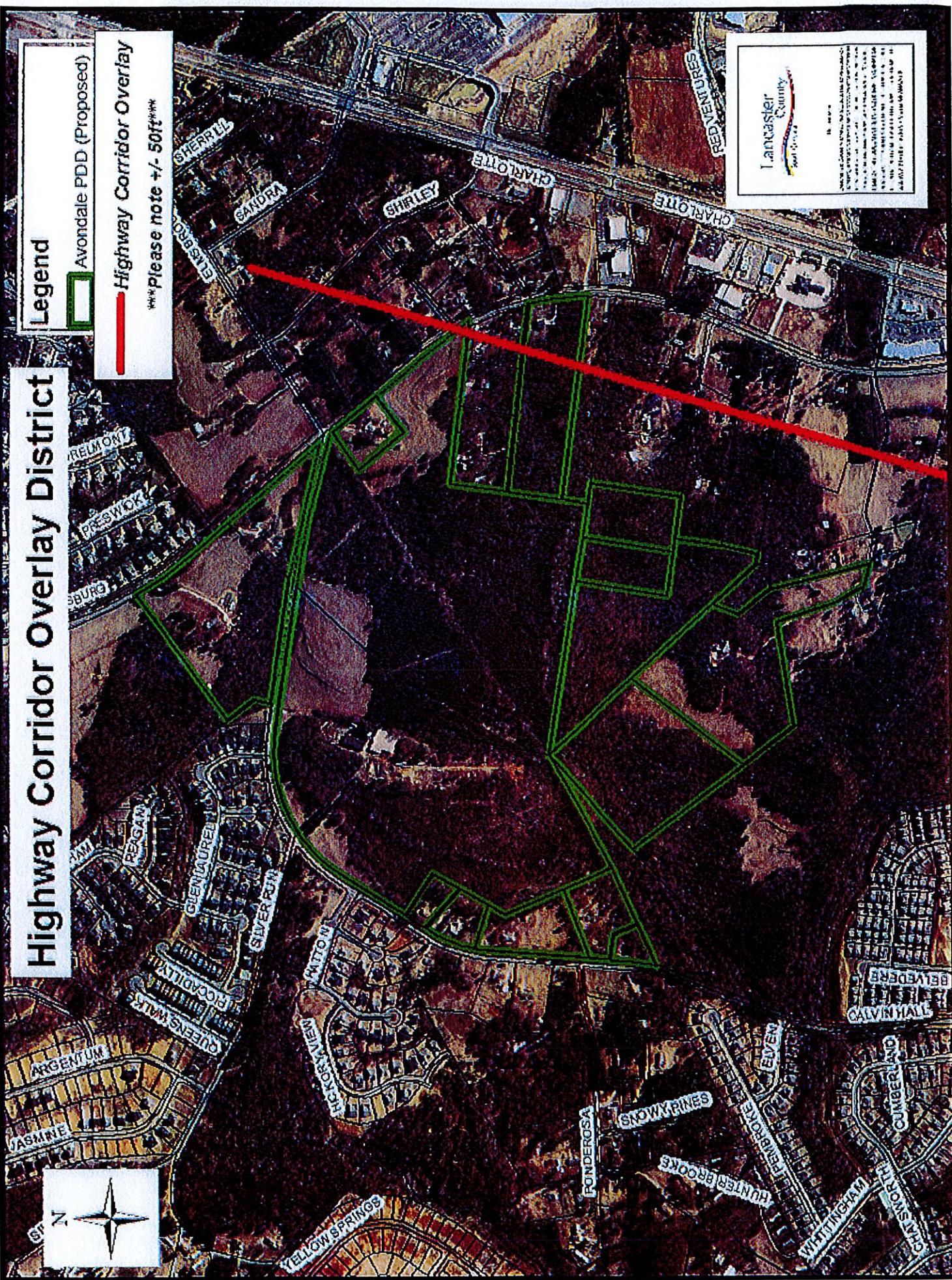
Highway Corridor Overlay District

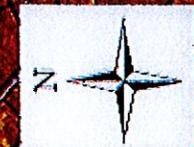
Legend

- Avondale PDD (Proposed)
- Highway Corridor Overlay
- ***Please note +/- 50ft***

Lancaster County
2010

PLANNING DEPARTMENT
100 SOUTH BROADWAY
LANCASTER, PA 17303
TEL: 717.397.2000
WWW.LANCASTERCOUNTYPA.GOV





PDD-015-027 Future Land Use Map

Legend

- Employment Center
- Pedestrian Center
- Rural Crossroads
- Avondale PDD (Proposed)

Lancaster County
PLANNING DEPARTMENT

1000 S. MARKET STREET, SUITE 100
LANCASTER, PA 17303
TEL: 717-397-1234 FAX: 717-397-1235
WWW.LANCASTERCOUNTYPA.GOV



Development Agreement Process

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

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.

April 21, 2015

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

Re: Sinacori Builders, LLC--Avondale Development--Request for Entry of Development Agreement

Dear Ms. Hardin:

On behalf of our client, Sinacori Builders, LLC, I am submitting by email a draft Development Agreement to Lancaster County officials for the proposed Avondale development. It is my understanding that our client is hand delivering to you a check in the amount of \$4,425.00 in payment of the processing fee for this request. This fee is based upon the amount of highlands included within the proposed project. This proposed development agreement contains the information required by the Lancaster County development agreement ordinance.

This request is related to a rezoning application being filed today with Lancaster County requesting that the development property be rezoned to PDD, with a supporting Ordinance document PDD-27, all as more fully stated in our client's rezoning application.

Our client looks forward to working with Lancaster County on this project and will appreciate its favorable consideration.

Please do not hesitate to contact me if there are any questions.

Thank you very much.

Sincerely,

ROBINSON BRADSHAW & HINSON, P.A.


John H. Carmichael

JHC1
Enclosure

6919461v1 24277.00013

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

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

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the ___ day of June, 2015 ("Agreement Date"), by and between **SINACORI BUILDERS, LLC** ("Developer"), a North Carolina limited liability company, and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately 188.97 acres, more or less, located along Harrisburg Road in the County and known as the Avondale mixed use development.

WHEREAS, Developer has submitted an application to the County requesting that the property comprising the Avondale mixed use development be rezoned to the Planned Development District ("PDD"), with a supporting Ordinance document PDD-27.

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

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

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

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

ARTICLE I

GENERAL

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

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

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

(2) “Agreement” means this Development Agreement.

(2A) “Agreement Date” means the date of this Agreement as set forth above.

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

(4) “County Council” means the governing body of the County.

(5) “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(7) Reserved.

(8) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of real property as set forth on Exhibit E hereto. A copy of the Laws and Land Development Regulations, as of the Agreement Date, is on file in the Office of the County Planning Department.

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

(10) “Ordinance No. 2015-____” means Ordinance No. 2015-____ of the County zoning the Property PDD, with a supporting Ordinance document PDD-27.

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

(12) “Parties” means County and Developer.

(13) “PDD-27” means the Avondale Mixed Use Development Planned Development District (PDD-27) approved by the County.

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

(15) Reserved.

(16) “UDO” means Ordinance No. 309, as amended, as of the Agreement Date and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. The UDO also includes Ordinance No. 2014-1314, relating to final plats and installation of improvements.

(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 Avondale mixed use development.

Section 1.05. Zoning. The Property is zoned PDD, with a supporting Ordinance document PDD-27.

Section 1.06. Permitted Uses. (A) The PDD-27 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 PDD-27 apply.

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

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if

the Developer is able to demonstrate and establish that there is good cause to modify those dates. “Good cause” includes, but is not limited to, changes in market conditions.

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

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

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

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

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

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

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or

identifies where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2015-____ in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2015-____ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred and seventy-seven (177) acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2015-____ and the PDD-27 and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

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

(E) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the PDD-27, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

Section 3.01A. Connectivity. Notwithstanding the provisions of Sections 2.1.5.6(i), 13.7.10.3 and 13.7.9.1 of the UDO, all relating to connectivity, links and nodes, Developer and County agree that the Developer is not required to provide a stubbed out street for any adjacent undeveloped parcel or a parcel used for a single family home that contains a minimum of five (5) acres, except that a stubbed out street shall be provided to that parcel identified as Tax Map No. _____. Further, due to inherent constraints associated with the Property, including, without limitation, topographic and environmental constraints, Developer and County agree that the subdivision shall have a connectivity index of not less than 1.2.

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

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

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

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

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

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

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

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

is intended to supersede or contravene the requirements of any building, housing, electrical, plumbing, or gas code adopted by County Council.

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

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

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units and/or non-residential square footage subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity's officers and owners. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.01A. School Payments. Developer agrees to pay to the County for the benefit of the Lancaster County School District Five Hundred and No/100 dollars (\$500.00) for each lot created from the Property for residential dwelling units (the “School Payment”). Except as otherwise provided in this section, from the Agreement Date until the end of the fifty-seventh (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 Property, 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 Property that is sold. The School Payment is separate and distinct from any fees or amounts payable to the County for a building permit. Monies received from the School Payment shall be remitted by the County to the Lancaster County School District by the end of the month following the month in which the School Payment is received by the County. Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns.

Section 4.01B. Funds for Public Safety. Developer agrees to pay County _____ and no/100 dollars (\$_____) by _____, 2016 to be used for public safety purposes (the “Public Safety Payment”). The Public Safety Payment shall be reduced if the total number of lots approved in the preliminary plan for the entire Avondale mixed use development is less than _____ (____). The reduction of the Public Safety Payment shall be an amount equal to _____ and no/100 (\$____.00) times the difference between _____ (____) and the number of lots approved in the preliminary plan for the entire Avondale mixed use development. For example, if the total number of lots approved in the preliminary plan is ____, then the Public Safety Payment will be reduced by the difference between ____ and ____, or ____, times \$____.00 which equals \$____.00 and yields a Public Safety Payment of \$____.00 (\$____,000.00 minus \$____.00 equals \$____.00). If the preliminary plan has not been approved by the date the Public Safety Payment is due, then the Public Safety Payment shall remain at \$____.00 and shall not be reduced. Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2015, for the County’s reasonable unreimbursed actual costs related to this Agreement. The foregoing cost

reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

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

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

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

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

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

Developer may transfer its obligation for future repairs and replacement for the mast-arm traffic signal to a homeowners' or property owners' association, or similar organization.

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

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

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer shall provide to County, prior to final plat approval, documentation that a homeowners' or property owners' association, or similar organization shall be responsible for the perpetual maintenance of the roads within the Property.

(B) Potable Water. Potable water will be supplied to the Property by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary sewer service infrastructure within the Property and the sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewer service or sewer service infrastructure. Sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing sewage treatment and disposal services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

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

are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

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

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

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

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

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

Section 4.05. Maximum Density. Notwithstanding the maximum density set forth in the UDO, the maximum density for residential use on the Property and the maximum non-residential density on the Property are set forth in PDD-27.

Section 4.05A. Final Plat Approval. Notwithstanding any other provision of this Agreement or any provision of the UDO, Developer agrees that prior to seeking final plat approval: (i) all water and sewer infrastructure for the area that is the subject of the final plat shall be installed by the Developer and subsequently tested, inspected, and found to be in acceptable condition by the applicable water or sewer provider, and (ii) the appropriate permits from the South Carolina Department of Health and Environmental Control (DHEC) have been obtained by the Developer for storm water management and the Developer shall provide proof that DHEC has issued the appropriate permits.

Section 4.06. Road Widths. Notwithstanding the provisions of Section 26-61 of the Lancaster County Code of Ordinances, the standard for pavement width for local (closed drainage) and local (open drainage) roads in the Avondale development is twenty-two feet (22').

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Sinacori Builders, LLC
Attn: Russ Sinacori
P.O. Box 471785
Charlotte, NC 28247

With Copy to: Sinacori Builders, LLC
Attn: John H. Carmichael
Robinson Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246

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 (12) 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, (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., _____, _____, 2016, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

Exhibit A
Property Description

Avondale Development

Tax Map No. 1 – 0005-00-077.00
Tax Map No. 2 – 0005-00-076.00
Tax Map No. 3 – 0005-00-075.01
Tax Map No. 4 – 0005-00-075.00
Tax Map No. 5 – a portion of 0005-00-074.03
Tax Map No. 6 – 0005-00-093.04
Tax Map No. 7 – 0005-00-093.05
Tax Map No. 8 – 0005-00-092.00
Tax Map No. 9 – 0005-00-091.03
Tax Map No. 10 – 0005-00-091.00
Tax Map No. 11 – 0005-00-090.00
Tax Map No. 12 – 0005-00-089.00
Tax Map No. 13 – 0005-00-089.01
Tax Map No. 14 – 0005-00-083.00
Tax Map No. 15 – 0005-00-079.01
Tax Map No. 16 – 0005-00-078.00

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	October 1, 2015	April 1, 2016
Phased Land Development	May 1, 2016	February 1, 2020
Home Construction Starts	January 1, 2017	November 1, 2022
Year 1 Home Closings – Approx. 85 per year	April 30, 2017	March 31, 2018
Year 2 Home Closings – Approx. 85 per year	April 30, 2018	March 1, 2019
Year 3 Home Closings – Approx. 85 per year	April 30, 2019	March 1, 2020
Year 4 Home Closings – Approx. 85 per year	April 30, 2020	March 1, 2021
Year 5 Home Closings – Approx. 85 per year	April 30, 2021	March 1, 2022
Year 5 Home Closings – Approx. 85 per year	April 30, 2022	March 1, 2023

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 _____ () 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. As of the Agreement Date, the legal owners of the Property are Hawfield Trust (Tax Map No. 0005-00-077.00); Hawfield Group LLC (Tax Map No. 0005-00-076.00); Withers (Tax Map No. 0005-00-075.01); Withers (Tax Map No. 0005-00-075.00); Moore (portion of Tax Map No. 0005-00-074.03); Hood (Tax Map No. 0005-00-093.04); Devinney (Tax Map No. 0005-00-093.05); Hudson (Tax Map No. 0005-00-092.00); Patterson, Alan (Tax Map No. 0005-00-091.03); Smith (Tax Map No. 0005-00-091.00); Gallup (Tax Map No. 0005-00-090.00); Harvell (Tax Map No. 0005-00-089.00); Harvell (Tax Map No. 0005-00-089.01); Patterson, Carl (Tax Map No. 0005-00-083.00); Blakely (Tax Map No. 0005-00-079.01); and Owsley (Tax Map No. 0005-00-078.00).

(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 and Section 4.05.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2015-____ zoning the Property PDD, with a supporting ordinance PDD-27.
2. Ordinance No. 2015-_____, 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. The UDO also includes Ordinance No. 2014-1314, relating to final plats and installation of improvements. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
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.

Exhibit F
Rezoning Plan

Ordinance 2015-1346 – Regarding the Collins Road PDD-26.

{No public hearing}

pgs. 108-125

Penelope Karagounis

Agenda Item Summary

Ordinance # / Resolution#: 2015-1346

Contact Person / Sponsor: County Council

/Department: Planning

Date Requested to be on Agenda: June 16, 2015

Committee: N/A

Issue for Consideration: Prior to 3rd reading, Council referred this ordinance back to the Planning Commission for consideration of **Section 4. Jurisdiction** following an amendment of the language in that section.

The prior version of Section 4 noted that the original 411 acres had been subdivided into eleven (11) sub parcels. Of those eleven, three (3) sub parcels had been conveyed out to third parties. The prior version of Section 4 indicated that these three sub parcels were no longer a part of PDD26. Upon further research by the County Attorney, it was determined that even though the three parcels had been conveyed out, each still remained a part of the PDD and remained subject to the benefits and restriction in PDD26, thereby making all eleven parcels part of PDD26 regardless of ownership.

Points to Consider: This ordinance was considered previously by the Planning Commission with a recommendation for approval by 7-0. This ordinance has been considered twice by County Council with a recommendation each time for approval by 7-0.

Funding and Liability Factors: N/A

Commission's Options:

1. Recommend approval of Section 4 as amended.
2. Recommend rejection of Section 4 as amended, reverting to the prior language of Section 4 wherein only eight (8) sub parcels were included in the Section 4.

Recommendation by County Attorney: Approve Option #1.

Penelope Karagounis

From: John Weaver
Sent: Tuesday, June 09, 2015 10:47 AM
To: 'Larry McCullough'
Cc: 'Waylon Wilson'; 'Gary Holland'; Penelope Karagounis
Subject: Ordinance # 2015-1346 (PDD26)

Mr. McCullough – Following the amendment of Section 4 of this ordinance last night, and prior to 3rd Reading, the matter was sent back to the Planning Commission for further consideration. It was suggested that the matter would be considered at the July meeting because of the time necessary to advertise the matter for a Public Hearing. But the Commission's records reflect that there already has been a formal Public Hearing, as well as a second Public Hearing before Council, so no additional Public Hearing will be necessary. Accordingly, the matter will appear on the June 16th Planning Commission agenda. Of course, any interested party may speak during Citizen's Comments.

John L. Weaver
Lancaster County Attorney
Post Office Box 1809
Lancaster, South Carolina 29721
803-416-9426
jweaver@lancastercountysc.net

Penelope Karagounis

From: Debbie Hardin
Sent: Tuesday, June 09, 2015 10:00 AM
To: Penelope Karagounis; John Weaver
Subject: PDD 26
Attachments: 2015-1346 FINAL PDD-26 ORDINANCE 3rd reading on 6-8-15.doc

This was the 3rd Reading Version with the changed Jurisdiction that was deferred to Planning Commission.

Thank you

Debbie C. Hardin
Clerk to Council
P.O. Box 1809
Lancaster, SC 29721
803-416-9307 (office)
803-285-3361 (fax)
www.mylancastersc.org

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

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

Penelope Karagounis

From: John Weaver
Sent: Tuesday, June 09, 2015 10:02 AM
To: Debbie Hardin; Penelope Karagounis
Subject: RE: PDD 26

This is the version that passed last night after Section 4 was amended. 3rd Reading was deferred & ordinance sent to PC.

From: Debbie Hardin
Sent: Tuesday, June 09, 2015 10:00 AM
To: Penelope Karagounis; John Weaver
Subject: PDD 26

This was the 3rd Reading Version with the changed Jurisdiction that was deferred to Planning Commission.

Thank you

Debbie C. Hardin
Clerk to Council
P.O. Box 1809
Lancaster, SC 29721
803-416-9307 (office)
803-285-3361 (fax)
www.mylancastersc.org

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

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

and open space uses organized around an integrated development concept that utilizes a series of villages or components that support the various land uses (the "Development" or "PDD-26").

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

Section 4. Jurisdiction. This ordinance applies to various sub parcels previously known as the 411 Acre Collins Road Site development originally identified as Tax Map Number 0010-00-00-061. Subsequently, from that parcel numerous sub parcels have been created, with three sub parcels having been sold to unrelated third parties, particularly, Tax Map Numbers 0013-00-061.01 (Lancaster County), 0010-00.061.01 (Inspiration Network) and 0010-00-061.02 (LCWSA). Eight (8) sub parcels remain from the original parcel, particularly, Tax Map Numbers 0013-00-061.02, 0013-00-061.03, 0013-00-061.04, 0013-00-061.05, 0010-00-061.00, 0010-00-061.03, 0010-00-061.04, and 0010-00-061.06. These eight parcels together combine for approximately 311.50 acres. Although three (3) sub parcels have been transferred out, all eleven (11) parcels remain part of PDD26 and subject to the benefits and restrictions noted in this ordinance.

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

Section 6. Master Plan. The Preliminary Master Plan, prepared by ESP Associates and dated July 11, 2008, and amended on September 2, 2008 are both attached hereto as Exhibit A and incorporated into this ordinance by reference, are approved (the "Master Plan"). Also attached hereto as Exhibit B is the Preliminary Plan of Queensbridge (3 maps), prepared by ESP Associates and dated December 13, 2013 and is approved. Queensbridge is a 156.22 acre single-family residential subdivision located within PDD-26.

Section 7. Master Plan Amendments.

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

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

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

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

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

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

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

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

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

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

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

Section 8. Land Uses.

(a) The land uses authorized for the Development are as follows:

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

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

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

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

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

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

(1) Adult entertainment;

(2) Auto business, etc;

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

(4) Commercial kennels;

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

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

Section 9. Definitions. In this Ordinance, each of the following terms shall have the meaning assigned to it:

Apartment Housing - Multiple for rent dwelling units which are attached vertically or horizontally with shared access, parking, and open space.

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

Civic Use - Police stations, libraries, daycare facilities, fire stations, emergency medical service stations, meeting halls, recreational facilities, government buildings, museums, schools, performing arts centers, religious buildings, picnic areas, recreation centers, public park or any other cultural, civic or social use.

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

Cul-de-sac - Cul-de-sac length shall be measured from the first point of intersection with an existing street, to the center radius of the cul-de-sac bulb.

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

Flex Office / Commercial / Retail - Hybrid of mixed office, flex office, and commercial I retail uses included on the commercial sites on 411 Acre Collins Road Site that are allowed per PDD-26 ordinance.

Flex Office - A mixture of office space, showrooms, light assembly, distribution, and/or warehouse uses within a building.

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

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

Master Developer - UHF Development, Coleman & Associates, The Tuttle Company or a successor owner to whom UHF Development, Coleman & Associates, The Tuttle Company sells the entire Property, and not just a portion of such Property.

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

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

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

Open Space - any open space designated for use as Park Amenity Center Site/ Facilities Floodway, Floodplain and/or Open Space on the Master Plan.

Property - all of the land comprising the 411 Acre Collins Road Site (PDD-26) development.

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

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

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

Villages - any one of the Components depicted on the Master Plan.

Section 10. Development Regulations.

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

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

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

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

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

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

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

(5) Parking - Parking shall be provided in accordance with Section 17 of this ordinance.

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

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

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

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

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

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

Section 11. Density/Intensity.

(a) Development intensity for a particular use shall not exceed the following use densities:

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

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

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

(c)(1) The Property Owner may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or portions of the commercial square footage from any component or area within the Property to any other Component or area within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building area of commercial property) allocated to a Component by an Assignment of Property Owner Rights

is not utilized, as determined with reference to approved site plans for all areas within the Component, the unused density shall revert to the Master Developer for allocation to any other Component.

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

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

Section 12. Setbacks and Yards. (a) All lots within PDD-26 shall meet or exceed the following setback and yard requirements from a public right of way:

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

Office Village "H"	25'	5'	15'
Park/Open Space	20'	10'	20'

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

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

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

(e) Alley product is allowed in Village "D" with the 60 min lot width. If alley loaded product is utilized in Village "D" the rear yard shall be 10' from the edge of the alley for those lots.

(f) Setbacks along a private road within a residential/ multi family use shall be measured from the back of curb.

Section 13. Building Height. (a) Maximum building heights must comply with the UDO unless otherwise authorized in this item:

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

(b) A sprinkler system is required for non-residential structures greater than 35 feet in height. No structure may be over 50' in height unless approval is obtained from the county Fire Marshal and Building Official.

Section 14. Lot Size. (a) All lots shall have the minimum number of square feet (sf) indicated in the following table:

Land Use	Minimum Lot Size*
Single Family Village "A, B, C, & D"	7,800 S.F. (detached)

Multi-Family Village “E”	1,000 S.F. (attached)
Mixed Use Village “F”	
Office/Retail	7,000 S.F
Multifamily	1,000 S.F. (attached)
Apartments	600 S.F. (attached)
Flex/Office/Commercial/Retail Village “G”	7,000 S.F.
Hospital or Medical Institutional Living/ Office Village “H”	7,000 S.F.
Park/Open Space	No Minimum

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

Section 15. Lot Width. All lots shall meet or exceed the minimum widths indicated in the following table:

Land Use	Minimum Lot Width
Single Family Village “A, B, C, & D”	60' (detached)
Multi-Family Village “E”	20' (attached)
Mixed Use Village “F”	
Office/Retail	20'
Multifamily	20'(attached)
Apartments	20'(attached)
Flex/Office/Commercial/Retail Village “G”	60'
Hospital or Medical Institutional Living/ Office Village “H”	60'
Park/Open Space	No Minimum

Section 16. Buffers.

(a) A perimeter buffer is not required where the uses are adjacent to an existing or proposed road. The border of the proposed PDD that is not adjacent to a road must be buffered by a minimum of a 40 foot buffer. Where steep topography is present, pedestrian/vehicular access, utility

easements, or sidewalks are needed, grading will be allowed in these buffers. The buffer yards are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings may be installed by the developer at the developer's discretion. If the use is adjacent to a similar use, on an adjacent tract, this perimeter buffer may be removed with approval of the Planning Department.

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

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

(d) Along the property line of the PDD that is adjacent to Lancaster County Tax Map Number 0010-00-060.04 and Lancaster County Tax Map Number 0010-00-060.02, there shall exist a fifty foot (50') undisturbed buffer.

Section 17. Parking.

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

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

Section 18. Roadways and Traffic.

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

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

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

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

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

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

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

(g) Alleys per Lancaster County Standards are allowed in Village "D".

Section 19. Street Lighting.

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

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

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

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

Section 20. Model Homes and Other Buildings. Within the boundaries of tax parcels 0010-00-061.00, a portion of 0010-00-061.03, 0010-00-061.04 and 0010-00-061.06, prior to the installation of water and sewer for the development or any of its components, the developer at any given time may be issued not more than eleven (11) building permits of which ten (10) may be for model single family residences for sale ("Model Homes") and one (1) for a sales office. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to central water and sewer services as soon as the central services are available. Prior to issuing the building permits for the Model Homes, the developer shall provide the County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, the Developer must

comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. A certificate of occupancy for the Model Homes shall not be issued until the Model Homes are connected to central water and sewer service and must meet otherwise applicable requirements. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

Section 21. Mass Grading and Timber Harvesting. The Property Owner may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided, that, the Property Owner complies with section 12.11 of the UDO.

Section 22. Open Space. Storm water detention facilities may be included as Open Space.

Section 23. Severability. If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section 24. Controlling Ordinance. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 25. Effective Date. This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED THIS _____ DAY OF _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

1 st reading:	April 13, 2015	Passed 7-0
2nd reading:	April 27, 2015	Passed 7-0
Public Hearing:	June 8, 2015	Tentative
3rd reading:	June 8, 2015	Tentative

EXHIBIT A

**411 Acre Collins Road Site
Planned Development District (PDD-26)
Master Plan (2 maps)**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



Consent Form to Continue Planning Commission Meetings

RZ-015-009

The Lancaster County Planning Commission and the applicant of either a text amendment or map amendment agree to continue the application for 30 days.

Planning Commission Chairman: Charles L. Jones

Applicant: Steve Walker

Date: 6-9-15