

LANCASTER COUNTY PLANNING COMMISSION

July 15, 2014
6:30 PM
Lancaster Co.
Adm. Bldg., #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	
Election of Officers		Chairman	
Approve Agenda		Chairman	
Citizen's Comments		Chairman	
Approval of minutes – June 05, 2014 Workshop Minutes & June 17, 2014 Regular Minutes		Chairman	
Chairman's Report		Chairman	
Director's Report		Penelope Karagounis	
UDO-TA-014-013 – Application of Lancaster County to amend the text of the Highway Corridor Overlay District, as added to Section 2.1.5 of Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County) by Ordinance 2014-1271. {Public Hearing} pgs. 1-62		Penelope Karagounis	
DA-014-003 – Mattamy Carolina Corporation (Preserve at Tree Tops) has submitted an application to enter into a development agreement with Lancaster County. The site is located on Van Wyck Road (Tax Map 19, Parcel 33 & Tax Map 22, Parcel 7). {Public Hearing} pgs. 63-94		Penelope Karagounis	
Rezoning application of Ronald Bell, Sr. to rezone ± 1.0 acre from R-30, Low Density Residential/Agricultural District to R-30S, Low Density Residential/Manufactured Housing/Agricultural District. RZ-014-019 {Public Hearing} pgs. 95-110 TMS #107-00-002.03		Alex Moore	
Rezoning application of Steve Willis/Lancaster County to rezone ±5.57 acres from B-3, General Commercial District to I-1, Light Industrial District. RZ-014-020 {Public Hearing} pgs. 111-127 TMS #0032-00-018.00		Alex Moore	
New Business:			
Old Business:	<i>UDO Analysis</i>		

Lancaster County Planning Department

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Memo

To: Lancaster County Planning Commission Members
From: Penelope G. Karagounis, Lancaster County Planning Director
Date: July 8, 2014
Re: Director's Report for the July 15, 2014 Planning Commission Meeting

Message:

I would like to "Thank" all the Planning Commission members who attended the joint workshop with the City of Lancaster Planning Commission members on Monday, June 30, 2014 to discuss the rewrite of the Comprehensive Plan by the Catawba Council of Government. We will continue to have these joint workshop sessions with the City of Lancaster Planning Commission members in August and in September.

The Planning Department is excited to announce that we have hired two new Planner I's. One of the positions for the Planner I was vacant and the second position was newly approved by County Council. Our first Planner I, Nicholas Cauthen has already started and the second Planner I, Andy Rowe will start on Monday, July 14, 2014. We look forward to working with these gentlemen in our Planning Department.

UDO-TA-014-013 – Application of Lancaster County to amend the text of the Highway Corridor Overlay District, as added to Section 2.1.5 of Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County) by Ordinance 2014-1271. {Public Hearing} pgs. 1-62

Penelope Karagounis

PLANNING STAFF REPORT

I. Facts

A. General Information

The application of Lancaster County to amend the text of the Highway Corridor Overlay District, as added to Section 2.1.5 of Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County) by Ordinance 2014-1271. At the County Council meeting on June 9, 2014, staff was instructed by the County Council to bring forth an amendment to the Highway Corridor Overlay text to the Planning Commission in July. The Planning Director asked County Council to submit by email any specific amendments that they would like to see for the Highway Corridor Overlay text amendment. The deadline was set for Tuesday, June 17, 2014.

Section 2.1.5 Overlay Districts

Proposed Text: Highway Corridor Overlay District Amendment (Exhibit 1)

Old Text: Highway Corridor Overlay District (Exhibit 2)

II. Findings

Only three County Council members submitted their comments. Two of the County Council members (County Council member, Mr. Bob Bundy and County Council Member, Mr. Steve Harper) specifically stated that they would like to delete the requirement of the multi-use path. They did not believe that it should be the County's responsibility in maintaining the multi-use path or requiring private owners to donate the easement to the County. Mr. Steve Harper also had concerns about some of the lighting requirements but was not real specific. We are assuming that it is particular for the foot candle requirement. County Council member, Mr. Larry Honeycutt voiced his concern that he did not like the fact of "having the back of a business to the Main Street". He also commented for the foot candle requirement for lighting and wanted staff to show them examples where this requirement is already being met in the County. At the time of press for this staff report, we do not have the examples of businesses in the Indian Land that meet this standard. Kenneth Cauthen, Zoning Administrator will have this information at the Lancaster County Planning Commission meeting on July 15th. He will be measuring the lighting standard in some of the new existing commercial buildings in Indian Land. Staff believes it is important to identify if some of the lighting standards today are using this new regulation that we have identified in the Highway Corridor Overlay District text amendment. We look forward to obtaining the data from the Lancaster County Zoning Administrator, Kenneth Cauthen. Overall the most specific regulation from the submitted comments was to delete the multi-path use from the requirements, which we have deleted. We are though still requiring a corridor frontage buffer to be the first twenty-five (25) feet of front yard as measured from the edge of the road right-of-way.

As a note, there was some discussion at the County Council meeting about exempting Industrial zoned properties to be in the Highway Corridor Overlay District. However, we did not get any specific written comments from the County Council members. ColeJenest and Stone had created a subsection *n. Industrial Districts* with some modifications to the building vernacular and off-street parking for Industrial zoned properties, which was in the report to County Council on June 9, 2014. This is something we can discuss further at the Planning Commission but no changes were made in the final amendment to the Highway Corridor Overlay District.

The Planning Department decided not to rezone the parcels fronting US Highway 521 from SC Highway 75 (Waxhaw) northward to the North/South Carolina state line and SC Highway 160 from US Highway 521 westward to the Lancaster/York County line, until the text amendment to the Highway Corridor Overlay District was modified. The modification of the text amendment will be on the agenda at the Lancaster County Planning Commission meeting for July 15, 2014 and then go to County Council on Monday, July 28, 2014. This is why the rezoning case for the Highway Corridor Overlay District is not on the July 15, 2014 Planning Commission agenda.

III. Recommendation

It is the recommendation of the planning staff that the modification to the Highway Corridor Overlay District text amendment be **approved**.

LANCASTER COUNTY
SOUTH CAROLINA

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

Do Not Write In This Box

Application No. TA-014-013 Date Received 6-17-14 Fee Paid _____

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

- District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
- Ordinance Text (fill in items # 8 & 9 only)

2. Give either exact address or tax map reference to property for which a district boundary change is requested: _____
3. How is this property presently designated on the map? _____
4. How is the property presently being used? _____
5. What new designation or map change do you purpose for this property? _____
6. What new use do you propose for the property? _____

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

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

8. If this involves a change in the Ordinance text, what section or sections will be affected? Chapter 2 Zoning Districts of Zoning Map, Sec. 2.1.5-Overlay Districts

9. Explanation of and reasons for proposed change: To amend the text for the Highway Corridor Overlay District that was approved on June 9, 2014
(use back of form if additional space is needed)

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

APPLICANT'S NAME (PRINT)

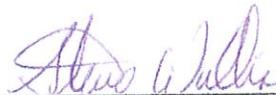
Lancaster County

ADDRESS

P.O. Box 1809
Lancaster, SC 29721

Phone:

(803) 416-9300



SIGNATURE

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

Indicates Matter Stricken
Indicates New Matter

AN ORDINANCE

TO AMEND SECTION 2.1.5 OF APPENDIX B OF THE LANCASTER COUNTY CODE (UNIFIED DEVELOPMENT ORDINANCE OF LANCASTER COUNTY), RELATING TO OVERLAY DISTRICTS, SO AS TO PROVIDE FOR HIGHWAY CORRIDOR OVERLAY DISTRICTS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Highway Corridor Overlay Districts.

Section 2.1.5 of Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County) is amended by adding:

- /7. The Highway Corridor Overlay District is hereby established, and is subject to the following general provisions:
 - a. **Purpose and Intent:** The Highway Corridor Overlay District is established to preserve and enhance corridors that serve as major gateways leading to, from and within Lancaster County. As both commercial and residential land uses exist along such corridors, there is a desire of the residents of Lancaster County to provide standards relative to connectivity, aesthetic appearance, and safety along major gateways. The land use recommendations and design requirements contained in this subsection are the result of a community-wide effort. As such, the intent of this district is to provide unified land development regulations that promote a sense of place and create consistency along significant corridors by improving the visual character of adjacent development.
 - b. **District Boundaries and Applicability:** The Highway Corridor Overlay District applies to the following:
 - 1. The County Council shall designate the property that is subject to the provisions of this subsection by rezoning the properties in accordance with the procedures and

requirements applicable to map amendments. In general, for those highways identified for Highway Corridor Overlay District status, the district designation shall apply to all parcels fronting on, within or partially within one thousand feet (1,000') of the right-of-way of the designated highway. Only the following highways are designated as a Highway Corridor Overlay District:

- i. US Highway 521 from SC Highway 75 (Waxhaw Highway) northward to the North/South Carolina state line; and
 - ii. SC Highway 160 from US Highway 521 westward to the York/Lancaster county line.
2. The Highway Corridor Overlay District development regulations, as set forth in this subsection, applies to all uses on the properties zoned Highway Corridor Overlay District except for single-family housing as identified in Chapter 3, Table of Permissible Uses, 1.1.1 through 1.1.5. The development regulations applicable to single-family housing are the development regulations of the underlying zoning district.
 3. Any property within the Highway Corridor Overlay District zoned and used for industrial use, I-1 and I-2, shall be subject to the provisions set forth in item (n) of this subsection (7); and
 4. This district shall also apply to all shared access easements and/or cross-access easements located within the areas defined in item (b)(1) of this subsection (7) , including, but not limited to, those that may be used to access any parcel or parcels beyond the boundaries of this district.
- c. **Permitted Uses:** As an overlay, the Highway Corridor Overlay District supplements standards established elsewhere in the Unified Development Ordinance of Lancaster County (the "UDO"). Any use permitted in the underlying zoning district, set forth in Chapter 3, Permissible Uses, of the UDO, shall also be permitted in the Highway Corridor Overlay District provided it complies with the provisions of this subsection (7).
- d. **Exceptions and Non-conforming Situations:** Any property zoned and used for a single-family residential use, including the single-family residential portion of a property zoned PDD, shall be exempt from the development standards of this subsection (7). When a parcel has a vested right in effect, that parcel may be exempt from certain provisions of this subsection (7), as outlined in Chapter 13 of the UDO. The development standards of this overlay district shall apply to all other properties within the district boundaries as outlined in item (b) of this subsection (7).
- e. **Design Review:** All development design and plan reviews, as required by the UDO, shall apply to this subsection (7).
- f. **General Requirements and Development Standards:**
1. **Building Placement:** All buildings shall front onto a public or private street, or share a frontage line with a square or other similar common open space. The front facade of buildings shall be generally parallel to front property lines when placed along the corridor right-of-way. The following shall also apply:
 - i. In general, the setback requirements set forth in § 5.4 of the UDO shall apply. When fronting the corridor right-of-way, the front setback for buildings with a commercial district use may be reduced to a minimum of (25) feet.
 - ii. When fronting the corridor right-of-way, buildings shall have access from the front and rear of the building;

- iii. The development of retail commercial centers or villages is favorable over commercial “strip development” in the Highway Corridor Overlay District.
- 2. **Building Height:** Maximum building height shall not exceed that permitted in the underlying zoning district, set forth in Chapter 5, Density and Dimensional Regulations, of the UDO.
- 3. **Building Vernacular:** Variation in architecture and materials is required. There shall be no large expanse of blank exterior walls along the corridor. Variation in exterior walls may be achieved through the use of windows, projections, recesses, columns, horizontal and vertical offsets, awnings, canopies, or other architectural features. Rooflines of buildings adjacent to the corridor shall also be varied to add interest and complement the character of surrounding development and neighborhoods. Variation in rooflines may be achieved through the use of gables, eaves, parapets, cupolas, or other architectural features.
- 4. **Materials:**
 - i. Buildings, signs, walls, and other structures within the Highway Corridor Overlay District shall be constructed using quality finish materials (i.e., brick, wood, masonry, stone, concrete siding, or stucco). In general, the use of vinyl, tin, metal and masonry block (except split face/decorative masonry) shall be prohibited on the exterior walls of any building located within this district. Metal is permissible if in combination with other building materials for use as trim, windows, doors, roofing, other architectural elements, and signs. All sides of the building shall comply with this requirement except any side of a building that is not visible from any point on an adjoining road right-of-way. For the purposes of this subsection (7), sides of the building that are screened with landscaping, a fence, or some combination of the two shall be considered to be visible from an adjoining street and must comply with the requirements of this subsection (7).
 - ii. Fencing shall be of durable construction using quality material (i.e., brick, stone, other masonry, wood, metal, decorative vinyl, or any combination thereof). The finished side of the fence shall face the corridor right-of-way or other adjacent property. Chain link, welded or woven wire, and other similar fencing are not permitted in the Highway Corridor Overlay District, unless their use is for sports field and recreational complexes. In such conditions, the fencing shall be color coated with a manufacturer applied finish. Finish color to be approved by the Development Review Committee (DRC). Such fencing may also be permitted for temporary use during construction and site development provided it is removed or replaced with a compliant material upon completion of construction. This requirement is for aesthetic purposes only and is not associated with building code requirements or standards.
- 5. **Sidewalks and Pedestrian Amenities:**
 - i. **Sidewalks and Connectivity:**
 - 1. At a minimum, sidewalks shall comply with the construction requirements set forth in § 21.12 of the UDO;
 - 2. Sidewalks shall be located to allow pedestrians to safely move from their vehicles to the building;
 - 3. Sidewalks shall connect to existing pedestrian circulation of adjacent parcels where not restricted by topography or other existing site features;

4. When adjacent to a residential use district, sidewalks shall be provided to allow pedestrian access to and from a commercial retail development;
5. Sidewalks shall be required on both sides of public or private streets within a commercial retail development;
6. ~~A multi-use path shall be required adjacent to the corridor right-of-way and shall be located in the Corridor Frontage Buffer as outlined in item (k)(2) of this subsection (7). Sidewalks are not required adjacent to the corridor. The following shall also apply:~~
 - a. ~~The multi-use path shall have a shared use for both pedestrian and bicycle circulation;~~
 - b. ~~The multi-use path shall be installed by the property owner or developer. The path shall be dedicated to the County for public use and will be maintained by the County;~~
 - c. ~~The multi-use path shall be a minimum of eight (8) feet in width, and shall be constructed of asphalt;~~
 - d. ~~The multi-use path shall extend the entire frontage of a parcel fronting the corridor, from property line to property line;~~
 - e. ~~The multi-use path shall connect to existing sections of path on adjacent parcels;~~
 - f. ~~The multi-use path shall connect to other existing pedestrian circulation of adjacent parcels, including existing sidewalks, where not restricted by topography or other existing site features;~~
 - g. ~~The multi-use path shall be located behind the required trees of the Corridor Frontage Buffer; and~~
 - h. ~~The multi-use path shall be designed and constructed in a meandering appearance as to avoid long straight runs, and shall accommodate the natural topographical features of a site.~~

ii. Other Pedestrian Amenities:

1. All retail commercial development or use with a gross indoor floor area in excess of forty thousand (40,000) square feet shall provide improved common open space for use by patrons. Such common open space shall be a minimum of five hundred (500) square feet in area and may include squares, plazas, greens or other similar spaces. This requirement shall also apply to all non-residential portions of a PDD development. The following shall also apply:
 - a. For purposes of this item (f)(5)(ii), "improved" shall mean cleared of underbrush and debris, accessible to pedestrians and shall include one or more of the following: landscaping, walls, fences, walks or similar paved surfaces, fountains, statues, common lawns or greens, tables and chairs, benches or other seating, water fountains, litter and recycling receptacles, playground equipment or other similar furnishings and amenities;
 - b. Such spaces shall include canopy trees to provide shade. At installation, a canopy tree shall have a minimum caliper of 2.5

inches when measured six (6) inches above ground with a minimum height of 10-12’;

- c. Such spaces shall be accessible from sidewalks and other pedestrian circulation within the development; and
- d. The property owners, occupants, and tenants or their agents shall be jointly and severally responsible for the maintenance and upkeep of all such common open space. All such areas shall be kept free of litter and debris, and shall generally be maintained with a neat and orderly appearance.

g. Access Management:

1. Curb Cuts and Parcel Access:

- i. All curb cuts, including both public and private streets, shall adhere to the standards set forth by the South Carolina Department of Transportation (“SCDOT”), and shall comply with the requirements set forth in the latest edition of the Access and Roadside Management Standards (“ARMS Manual”) as published by the SCDOT Traffic Engineering Division. At a minimum, within the Highway Corridor Overlay District, curb cuts along the corridor right-of-way shall be limited to one every three hundred (300) feet of street frontage. A greater distance of separation may be required as justified by a Traffic Impact Analysis or the SCDOT ARMS Manual;
- ii. Individual parcels having three hundred (300) or more feet of corridor frontage may be permitted additional points of access provided they comply with this subsection (7) and are justified by a Traffic Impact Analysis or review by SCDOT;
- iii. Access points for parcels (5) acres or less, where access to a shared driveway is limited, shall be subject to SCDOT approval and shall adhere to SCDOT standards;
- iv. Corner parcels located at an intersection of the corridor and an existing or proposed secondary street, including both public and private streets, shall obtain access from the secondary street. Where such parcels have three hundred (300) or more feet of corridor frontage, a point of access to the corridor may be considered if no other corridor access is located within three hundred (300) feet, and it adheres to SCDOT standards. Such additional access shall be considered on a case-by-case basis, and is subject to approval by the Zoning Administrator or SCDOT when applicable;
- v. Existing median crossovers are to remain as located. Where justified by a Traffic Impact Analysis, access to a parcel may be required to align directly with an existing median crossover. Likewise, a Traffic Impact Analysis may require improvement to an existing crossover to meet current SCDOT standards. When a proposed access does not align directly with an existing median crossover, such access must adhere to the latest edition of the SCDOT ARMS Manual; and
- vi. A Traffic Impact Analysis shall be required for any development that will generate over one hundred (100) trips in the peak hour according to the latest edition of the SCDOT ARMS Manual and shall meet all other requirements set forth in § 13.7.10.1 (c) of the UDO. The Traffic Impact Analysis must be conducted and sealed by a licensed South Carolina professional engineer. For a

Traffic Impact Analysis within the Highway Corridor Overlay District, this engineer shall be chosen by the applicant from a preapproved list provided by Planning Department. 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. The Traffic Impact Analysis shall be reviewed by the County and in conjunction with the SCDOT. 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 consult with a preapproved third-party reviewer to assist in this review at the request of the planning department. This third-party review is to assist the County with only the review of a submitted Traffic Impact Analysis and is not a second analysis. The cost of the Traffic Impact Analysis, including any additional reviews requested by the County, shall be paid for by the applicant.

2. Connectivity: Reduction of access points to the corridor is required. The following shall apply:

i. Consolidation of Access Points:

1. Shared driveways between two or more parcels shall be required where there is not a conflict in use and a shared driveway is not restricted by topography or other existing site features. Shared driveways shall require mutually executed shared access agreements; and
2. Unless restricted by topography or other natural site features, adjoining parking lots serving non-residential buildings of non-conflicting use shall be connected and shall require mutually executed shared access agreements.

ii. Stub Outs

1. Where an undeveloped adjacent parcel exists, a stub out or cross-access easement for future stub out, shall be required to allow for connection to future parking and/or shared driveways; and
2. Where a developed adjacent parcel exists, existing stub outs shall be utilized.

h. Parking and Vehicular Access:

1. Off-street Parking: For buildings fronting on the corridor, off-street surface parking shall be located primarily to the rear of the building it serves. Side yard parking is permissible and shall occupy no more than forty five percent (45%) of the principle corridor frontage line. The following shall also apply:

- i. Side yard parking shall not be placed in an established side yard abutting an intersecting street;
- ii. Where dimensions or topographical constraints of existing parcels restrict the location of off-street parking to the rear of the building it serves, the restrictions on side yard parking may be modified, on a case-by-case basis, by the Zoning Administrator;
- iii. Uninterrupted areas of parking areas shall be limited in size. Parking areas with more than twenty (20) space shall be broken by buildings and/or landscape features as outlined in item (k)(5) of this subsection (7); and
- iv. Parking areas shall be designed to allow pedestrians to safely move from their vehicles to the building.

2. **On-street Parking:** On-street parking is not permitted on the corridor or other public street. On-street parking is permitted on private streets within a retail commercial development where adequate space for parking and maneuvering is provided outside of travel lanes. On-street parking shall comply with the requirements set forth in the latest edition of the SCDOT ARMS Manual.
3. **Parking Count and Dimension Requirements:** The number of parking spaces required and required parking space dimensions shall comply with the provisions set forth in § 11.2 and § 11.4 of the UDO.
4. **Off-street Loading and Unloading Areas:** Off-street loading and unloading areas shall comply with the provisions set forth in § 11.11 and shall be screened from view from all residential use districts and public right-of-way using an opaque screen.
5. **Driveway and Internal Street Standards:**
 - i. All newly constructed streets within the Highway Corridor Overlay District shall meet the construction standards of Chapters 13 and 21 of the UDO and Chapter 26 of the Lancaster County Code. The minimum right-of-way and pavement widths shall comply with the provisions set forth in § 26-61 and § 26-65 of the Lancaster County Code. Where applicable, such streets shall also comply with the standards established by SCDOT;
 - ii. Private and public roads are as defined in Chapter 13 of the UDO;
 - iii. The minimum spacing between driveway accesses to the corridor shall comply with the provisions set forth in item (g) of this subsection (7);
 - iv. Curb and gutter shall be required on all newly constructed private streets, drives and parking areas within the Highway Corridor Overlay District and shall comply with the requirements set forth in § 21.11 of the UDO; and
 - v. Interconnectivity between adjacent parcels is required when there is not a conflict in use and is subject to the provisions set forth in item (g) of this subsection (7).
- i. **Signs:** In general, signage within the Highway Corridor Overlay District shall comply with the provisions set forth in Chapter 10, Signs, of the UDO. The following additional regulations shall also apply specifically to this overlay district:
 1. **Permitted Signs:** All signs that are permitted within the Highway Corridor Overlay District shall complement the surrounding buildings in material and architectural vernacular. The following signs are permitted in the Highway Corridor Overlay District:
 - i. **Free standing ground monument signs:** All ground monument signs shall have a setback requirement of five feet from any property line or right-of-way line. Ground monument signs shall not project into any street or highway right-of-way. No more than one (1) ground monument sign shall be permitted per lot and may contain a sign face on no more than two (2) more sides;
 - ii. **Wall signs:** Wall signs attached flat against a wall shall not extend more than eighteen (18) inches from a wall. When a wall sign extends two (2) or more inches from a wall it shall be a minimum of eight (8) feet above any sidewalk to provide for pedestrian clearance;
 - iii. **Projecting signs:** A projecting sign perpendicular to the wall of a building may be substituted for a wall sign provided it is a minimum of eight (8) feet above any sidewalk to provide for pedestrian clearance and projects no more than six (6) feet from the wall on which it is mounted; and

- iv. Canopy or awning signs: A canopy or awning signs shall not be placed higher than the bottom of the second floor or higher than the roofline of single-story structures. A canopy or awning sign shall be a minimum of eight (8) feet above any sidewalk or other pavement to provide for pedestrian clearance.
2. Commercial Retail Developments and Centers: All retail commercial development or use with two or more businesses shall be allowed no more than one (1) ground monument sign. Signage for individual businesses shall be consolidated onto one (1) such ground monument. The following shall also apply:
 - i. Where such a development fronts two (2) or more streets with more than five hundred (500) feet of frontage on each, additional ground monument signs may be permitted provided no more than one (1) is located on each street;
 - ii. Directional and wayfinding signs within a retail commercial development or center shall be grouped and shall be consistent in size, color, ornamentation, and materials, and shall complement the surrounding buildings; and
 - iii. For such developments, a ground monument sign shall not exceed a height of ten (10) feet. Where such a development has a gross indoor floor area in excess of forty thousand (40,000) square feet, the maximum height may be increased to no more than twenty (20) feet for a ground monument sign.
 3. Size and Height of Signs: The maximum size of any sign shall be as established in Chapter 10, Signs, of the UDO. A sign for any individual nonresidential use shall not exceed a height of ten (10) feet along the corridor and a height of (4) feet along any secondary street. A sign for a single-family development shall not exceed a height of ten (10) feet along any street. For a multifamily residential or attached single-family development, a sign shall not exceed six (6) feet in height along the corridor and (4) feet along any secondary street. The height of all signs shall be measured from the lowest adjacent grade at the base of the sign;
 4. Prohibited Signs: The following signs, in addition to those prohibited in Chapter 10, Signs, of the UDO, are prohibited in the Highway Corridor Overlay District:
 - i. Pylon signs;
 - ii. Flashing and pulsating signs;
 - iii. Signs imitating warning signals;
 - iv. Painted or handwritten signs;
 - v. Off-premise signs;
 - vi. Animated signs;
 - vii. Beacons;
 - viii. Neon gas tubing or similar signs;
 - ix. Inflatable signs and tethered balloons;
 - x. Banners in non-residential districts;
 - xi. Illuminated tubing or string of lights typically used for outlining property lines, open sales areas, roof lines, doors, windows or wall edges of any building, except for "holiday season" lights as permitted in item (j)(7) of this subsection (7);
 - xii. Signs that move or give the appearance of moving, including but not limited to feather signs, pennants, inflatable figures, streamers, and other signs which flutter, undulate, swing, rotate, oscillate or otherwise move by natural or artificial means;

- xiii. Reader boards, digital message boards (including LED screens), or other similar commercial electronic variable message signs whose static message or copy change more than once every twenty (20) seconds, and the change sequence must be accomplished within an interval of two (2) seconds or less. Such signs shall not include animated, continuous, moving, rolling, or scrolling messages. Fluttering, blinking, or flashing elements including video is prohibited. In general, signs displaying continuous moving copy or image, whether digital or analog, shall not be permitted. In addition, such signs shall not be used for paid advertising. Note: Signs using LED illumination and/or displays are permissible provided they are not attached to a building and the copy or image being displayed remains static or changes no more than once every twenty (20) seconds. This section only applies to the use of reader boards and LED displays on permitted signs. The regulations for outdoor advertising signs (billboards) are outlined in § 10.16 and § 10.19.1 in the UDO;
 - xiv. Any sign placed within any public/private rights-of-way or easement;
 - xv. Any sign that obstructs or impedes traffic safety or obscures traffic signals, signs, or other similar traffic safety devices. Signs shall not obstruct the view of motorists using any street, driveway, parking aisles or the approach to any street intersection so as to cause a traffic safety hazard. Any sight obstruction determined by the County or SCDOT shall be corrected immediately;
 - xvi. Any sign which exhibits statements, words or pictures that are obscene in nature;
 - xvii. Any sign which is not permitted, abandoned signs, or signs which being structurally unsafe or hazardous; and
 - xviii. Any sign placed with the primary purpose of providing a sign not otherwise allowed by this item (i).
5. Temporary Signs: The following temporary signs are permitted provided their use complies with the requirements set forth in Chapter 10, Signs, of the UDO, including duration of display and removal regulations:
- i. Real estate signs;
 - ii. Construction site identification signs;
 - iii. Grand opening, going out of business signs, or similar;
 - iv. Holiday signs;
 - v. Special event signs;
 - vi. Roadside stand signs;
 - vii. Signs for onsite contractors;
 - viii. Banners for religious, charitable, civic, fraternal or similar organizations;
 - ix. Other temporary signs as may be restricted by Chapter 10, Signs, of the UDO.
6. Sign Illumination: Illuminated signs, including those with internal illumination, are permitted and shall be placed and shielded so that glare from the sign does not adversely affect any adjacent property, residential use district, cause glare hazardous to pedestrians, or interfere with the operation of a vehicle on any street right-of-way. Signs shall not have light-reflecting backgrounds or letters. The intensity of light shall not exceed twenty (20) foot candles at any point on the sign face;
7. Sign Landscaping: All ground monument signs shall have, at a minimum, landscaping in accordance with the standards set forth in Chapter 10, Signs, of the UDO. Landscaping shall be integral with other landscaped areas as required by this district. In general,

minimum plant sizes at installation shall also comply with this subsection (7). However, landscaping shall not obstruct the view of a sign. All landscaping at the base of a sign shall comply with Item (k) (1) (i) of this subsection (7).

- j. **Lighting:** In general, lighting within the Highway Corridor Overlay District shall comply with the provisions set forth in § 11.6, § 15.8 and § 15.9 of the UDO. The purpose of this item (j) is to provide aesthetic regulations and to assure that exterior lights are shielded and do not cast direct light beyond a property line. Streets, driveways, parking areas, sidewalks, and building entrances shall be lighted in order to contribute to the security of a property and to facilitate the safe passage of persons using such streets, driveways, sidewalks, and parking areas after dark. However, measures shall be provided to limit the amount of ambient light perceptible from adjacent properties and glare that may impair the vision of motorists. The following shall also apply:
1. Light intensity shall not exceed thirty (30) foot candles at any point in the Highway Corridor Overlay District. Light intensity shall not exceed two (2) foot candles at a property line adjacent to a street right-of-way or non-residential use, and shall not exceed one-half (0.5) foot candle at a property line adjacent to a residential use district. A greater light intensity may be permitted for competitive sports fields during competitive play provided the light intensity does not exceed that set forth by the regulating athletic agency;
 2. The following light intensities measured in foot candles (fc) shall also apply:
 - i. Parking Lots: 0.6fc Minimum/2.4fc Average/10fc Maximum;
 - ii. Walkways & Driveways: 0.2fc Minimum/1.0fc Average/10fc Maximum;
 - iii. Landscape & Decorative: 0fc Minimum/0.5fc Average/5.0fc Maximum; and
 - iv. Outdoor Display of Merchandise: 0.5fc Minimum/1.0fc Average/15fc Maximum;
 3. Signalized intersections shall be limited to locations where significant collector streets connect with the corridor. For example, along US Highway 521 such an intersection is at Possum Hollow Road, and along SC Highway 160 such an intersection is at Calvin Hall Road. Where a Traffic Impact Analysis requires a new signalized intersection, the standard metal or concrete poles as set forth by SCDOT shall be installed. This requirement shall also apply to an existing signalized intersection where additional lanes and signalization changes are required. All poles shall be professionally painted black. Wood poles are only permissible for temporary use during repairs and installation. Complete cost of the installation shall be paid by the developer. In addition, the County may require the developer to furnish a letter of credit, cash escrow, or other guarantee acceptable to the County to cover future repairs and replacement;
 4. All fixtures shall be consistent throughout a site in size, color, ornamentation, and materials, and shall complement the surrounding buildings. Each fixture shall be a down-directional lighting fixture with its source being recessed within an opaque housing. All light fixtures shall be located, aimed or shielded as to limit the amount of ambient light perceptible from adjacent properties and street right-of-way. The color of all such light sources shall be white;
 5. Street lighting, as required by § 15.8 and § 15.9 of the UDO, shall comply with SCDOT requirements where applicable. All street lights shall be consistent along the corridor and

- throughout a site. Such fixtures shall be shielded and down-directional except that unshielded decorative street lamps featuring globes or glass panes are permissible if designed to diffuse light and shall have caps to direct light downward. The color of all such light sources shall be limited to white or as required by SCDOT;
6. All wiring and service connections for all lighting must be underground. Likewise, the back of all signs shall have a finished appearance unless it is screened with an opaque screen and is not visible from any residential use or street right-of-way;
 7. Holiday lighting displays, lighting for approved temporary events and directional lighting during construction are exempt from these requirements provided they do not exceed the maximum foot candles and do not negatively impact safety;
 8. Fixture heights shall not exceed eighteen (18) feet except in areas where the total number of parking spaces exceed one hundred (100) spaces. In such cases, fixtures shall not exceed twenty-five (25) feet provided they are limited to the central areas of the parking area. A luminary located within fifty (50) feet of a residential use district shall not exceed a height of twelve (12) feet. Fixtures along the primary vehicular/pedestrian streets shall not exceed a height of eighteen (18) feet;
 9. Outdoor lighting installed on canopies or drive-thru facilities are permitted with a maximum foot candle reading of twenty (20) foot candles under any illuminated area. Fixtures located under a building canopy shall be flush-mount with a flat lens, shall use diffusers and be shielded;
 10. Buildings shall be safely illuminated at entry/exit locations, and shall be illuminated using shielded lighting or off-building lighting that does not generate glare or otherwise allow the light to be viewed directly from an adjacent property. Building walls may be illuminated and may include up-lighting, provided such fixtures comply with Item (j) (2). However, no building illumination shall cause the site to exceed maximum light intensity limitation;
 11. Landscape lighting may include up-lighting for accent, provided such fixtures comply with Item (j) (2). However, no landscaping illumination shall cause the site to exceed maximum light intensity limitation, and such fixtures shall be located, aimed or shielded as to limit the amount of ambient light perceptible from adjacent properties and street right-of-way;
 12. Security lighting shall be provided, particularly at pedestrian walkways. Motion detector security lights shall be exempt from the foot candle requirements of this item provided such lights are normally "off", and are limited to being "on" for four (4) minutes or less when motion is detected;
 13. Flood lights shall be permissible for security, loading areas, and other such applications provided they are focused toward the primary building or space intended to be illuminated. Likewise, they may be aimed at no higher than a forty-five (45) degree angle, and shall be generally aimed or shielded as to limit the amount of ambient light perceptible from adjacent properties and street right-of-way;
 14. The following lighting fixtures are prohibited: non-directional lighting fixtures, searchlights, laser source lights, flashing lights or any similar high-intensity light used to attract attention, except for use during emergencies by authorized emergency, police and fire personnel;
 15. Any damaged, broken or malfunctioning light fixture or pole shall be repaired or replaced immediately; and

16. A professionally sealed site lighting plan shall be submitted as part of a County site plan review. The County may adjust the standards for the maximum illumination at a property line if it is determined that the design and nature of the adjacent use creates a need to either reduce or increase the maximum illumination. Likewise, the Zoning Administrator may require changes to fixtures to bring the lighting levels into compliance, or as necessary to reduce impact on adjacent properties and street right-of-way.
- k. **Landscaping, Buffer Yard, and Screening Requirements:**
1. **General Landscape Requirements:**
 - i. Landscaping shall comply with SCDOT sight distance and sight triangle requirements. Landscaping shall not obstruct or impede traffic safety or obscure traffic signals, signs, or other similar traffic safety devices. Likewise, landscaping shall not obstruct the view of motorists using any street, driveway, parking aisles or the approach to any street intersection so as to cause a traffic safety hazard. Any sight obstruction determined by the County or SCDOT shall be corrected immediately;
 - ii. Native species and related cultivars shall be used. In general, all trees and shrubs shall be drought tolerant and locally adapted to the area and shall conform to the requirements in the latest edition of American Standards for Nursery Stock, published by the American Association of Nurserymen;
 - iii. The use of existing vegetation to satisfy the requirements of this item is permissible. However, supplemental plantings may be required, in addition to native plant material, by the Zoning Administrator;
 - iv. Vacant commercial parcels shall be landscaped while vacant to stabilize the site and maintain an attractive appearance along the corridor. At a minimum, such landscaping shall include turf grass or other vegetative ground cover to stabilize the soil;
 - v. Earthen berms may be used to comply with the landscaping, buffer yard and screening regulations of this item provided they comply with all other requirements of this district. Likewise, additional screening in the form of earthen berms (or fencing) may be required, on a case-by-case basis, by the Zoning Administrator. In general, The following shall also apply to earthen berms located within the Highway Corridor Overlay District: :
 1. Berms shall have a minimum height of three (3) feet and a minimum crown width of eight (8) feet;
 2. Berms shall not exceed a maximum height of six (6) feet;
 3. If four (4) feet in height or less, a berm shall have a side slope no greater than three to one (3:1). If greater than four (4) feet in height, a berm shall have a side slope no greater than four to one (4:1);
 4. Berms shall be designed and constructed with an undulating appearance to mimic the natural topographical features of a site; and
 5. The Zoning Administrator may allow an exception to the minimum and maximum height requirements for an earthen berm where topography or other natural site features may justify such an exception.
 - vi. Plants shall complement the surrounding structures in form, color and height. Compliance of this requirement shall be determined during site plan review by the County; and

vii. Landscaping Completion and Maintenance:

1. Completion: All landscaping shall be installed pursuant to the requirements of this subsection (7) or County approved landscaping plans unless substitutions are approved under the regulations set forth in § 12.13 of the UDO. A certificate of occupancy for any business or use within the Highway Corridor Overlay District shall not be issued until the required landscaping is installed by the property owners, occupants, and tenants or their agents. If agreeable to the County, a certificate of occupancy may be issued prior to the installation of required landscaping provided the owner furnishes a letter of credit, cash escrow, or other guarantee acceptable to the County assuring completion of all landscaping, including labor. Acceptance of any such form of guarantee is at the discretion of the County; and
 2. Maintenance: The property owners, occupants, and tenants or their agents shall be jointly and severally responsible for the maintenance of all landscaping. All landscaping required by or installed pursuant to the requirements of this subsection (7) or County approved landscaping plans shall be free of disease and maintained in a healthy condition. All required landscaping shall be kept free of litter and debris, and shall be free of dead, diseased, or severely damaged plants. Likewise, any plants removed as the result of death, disease or damage shall be replaced in a timely manner.
2. Corridor Frontage Buffer: A Corridor Frontage Buffer shall be ~~required established as a public easement~~ within the first twenty-five (25) feet of front yard as measured from the edge of the road right-of-way. ~~The Corridor Frontage Buffer shall be designated for the multi-use path as outlined in item (f)(5)(i)(6) of this subsection (7).~~ The following shall also apply:
- i. Three (3) canopy trees shall be planted per one hundred (100) feet of corridor frontage and shall be equally spaced on center where possible. Where overhead utility lines exist, five (5) understory trees shall be planted per one hundred (100) feet of corridor frontage instead and shall be equally spaced on center where possible. At installation, canopy trees shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 10-12'; understory trees shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 8-10';
 - ii. In addition to the tree requirement, the Corridor Frontage Buffer shall consist of any combination of shrubs, turf grass or other ground cover. In general, no portion of the Corridor Frontage Buffer shall contain bare soil;
 - iii. No impervious surface shall be allowed in this area except for streets and driveways connecting to the point of ingress and egress, signs permitted in this subsection (7), ~~required multi-use path (see item (f)(5) of this section),~~ or sidewalks when connecting to ~~a site~~ a site the multi-use path; and
 - iv. There shall be no display of merchandise for sale, or other similar display within this area.

3. Screening and Buffer Yards: To minimize potential conflicts between zoning districts and/or uses, the screening and buffer yard regulations established in Chapter 12, Landscaping Requirements, of the UDO shall apply. The following shall also apply:
 - i. Containers, dumpsters, mechanical equipment, and similar structures shall be located to the rear and/or side of the building it serves. New utility boxes shall also be located to the rear and/or side of the building it serves;
 - ii. All containers, dumpsters, mechanical equipment, utility boxes, and similar structures shall be screened from view from all adjacent properties, residential use districts and public right-of-way using an opaque screen;
 - iii. Where applicable, containers, dumpsters, and similar structures shall be screened from view, using a semi-opaque screen, from the upper levels of adjacent buildings;
 - iv. Roof-top mounted mechanical equipment shall be screened to their full height by a parapet or other structure that is complementary to the building in material and color. Ground-mounted mechanical equipment shall be screened to their full height on all sides using an opaque screen;
 - v. Outdoor vending machines and similar devices shall be located as to limit view from residential use districts and corridor right-of-way;
 - vi. Stormwater management basins shall be screened from view from the corridor with a continuous evergreen screen as outlined in item (k)(5)(i)(2) of this subsection (7);
 - vii. Boundary fences or walls as may be permitted in Chapter 12, Landscaping Requirements, of the UDO shall comply with the materials requirements of item (f)(4) of this subsection (7);
 - viii. Chain link, welded or woven wire, and other similar fencing is not permitted; and
4. Median & Right-of-Way Landscaping: In general, there shall be no bare soil between the right-of-way and edge of pavement. At a minimum, this area shall include maintained turf grass. Maintenance is the responsibility of the owner. Additional median and/or street right-of-way landscaping shall be required for retail commercial development or use with a gross indoor floor area in excess of forty thousand (40,000) square feet. This requirement shall also apply to all non-residential portions of a PDD development and all HOA controlled or maintained subdivision entrances. Such additional landscaping shall consist of a combination of trees, shrubs, turf grass or other ground cover as approved by SCDOT and the DRC. The following provisions shall apply:
 - i. All landscape improvements shall be approved by SCDOT, and shall comply with the requirements set forth in the latest edition of the SCDOT ARMS Manual;
 - ii. An encroachment permit with SCDOT shall be required for any landscape work performed within a public street or highway right-of-way;
 - iii. Median improvements shall include the entire width of the median, not just the side adjacent to the commercial development. At a minimum such improvements shall extend the full length of the proposed commercial development. However, in some cases SCDOT may require median improvements to extend to the nearest median crossover;

- iv. Landscape improvements shall comply with SCDOT sight distance and sight triangle requirements. Any sight obstruction determined by the County or SCDOT shall be corrected immediately; and
 - v. Irrigation shall be required as determined necessary by SCDOT, per the latest edition of the ARMS Manual;
 - vi. As required by SCDOT, applicants shall furnish, install, and maintain all plantings. Applicants shall be responsible for perpetual maintenance of all vegetation (and irrigation when applicable) within the right-of-way that is contiguous with the landscape improvements. SCDOT shall not be responsible for providing water, fertilizer, labor, materials, or maintenance within the landscaping limits of the right-of-way;
5. Parking Area Landscaping and Screening:
- i. Perimeter Parking Area Planting:
 1. A perimeter landscape strip with a minimum width of eight (8) feet shall be required on all sides of parking areas. This area shall not be located within the required Corridor Frontage Buffer;
 2. A continuous evergreen shrub screen is required within the perimeter landscape strip. Evergreen shrubs shall be at least thirty-six (36) inches in height with a minimum spread of twenty-four (24) inches at time of planting, and shall be spaced no more than five (5) feet on center. Shrubs shall have an average mature height of six (6) feet. A masonry wall, three (3) feet above ground level, may be used in place of a continuous evergreen shrub screen. Such perimeter screen may be penetrated for ingress/egress, including stub out and shared drive easements;
 3. Canopy trees shall line the perimeter of all parking areas and shall be spaced no more than 40' on center. At installation, canopy trees shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 10-12'. Where overhead utility lines exist, understory trees shall be planted instead and shall be spaced no more than 25' on center. Understory trees shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 8-10'. All trees shall have all limbs trimmed at least six (6) feet above ground level;
 4. No less than a minimum of one (1) tree planting area shall be provided for every ten (10) parking spaces. Additionally, a tree planting area shall be provided at both ends of all parking aisles. Each tree planting area shall be a minimum of two hundred (200) square feet in area, being at least ten (10) feet in width, and shall be edged with a curb at least six (6) inches in height. Each tree planting area shall be planted with one (1) canopy tree shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 10-12'. Where overhead utility lines exist, understory trees shall be planted instead and shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 8-10'. In addition to the tree requirement, each tree planting area shall consist of any combination of

shrubs, turf grass or other ground cover so that no portion of the tree planting area shall contain bare soil. Where sight lines may not permit shrubs, tree planting areas shall contain turf grass or other ground cover. Shrubs in tree planting areas shall be maintained at a maximum height of thirty (30) inches. All trees shall have all limbs trimmed at least six (6) feet above ground level;

5. The landscaping requirements of this item (k)(5) shall not be used to meet any other landscaping, buffer yard or screening requirements of the UDO; and
 6. Parking areas with less than twenty (20) spaces shall not be subject to the provisions of this item (k) (5) of this subsection (7).
6. Lists of Recommended Trees and Shrubs: The following lists are the recommended trees and shrubs for the Highway Corridor Overlay District. Plants were selected for inclusion on these lists according to their general suitability for the climate and soil conditions of this area, ease of maintenance, tolerance of area conditions, and availability from area nurseries. If an introduced species has proven highly effective in this area, it too may be a proper selection. However, plants not included in the following lists shall be approved by the DRC or Zoning Administrator prior to installation.

1. Canopy Trees:

Canopy Trees	
Common Name	Scientific Name
Red Maple	Acer rubrum
Sugar Maple	Acer saccharinum
River Birch	Betula nigra
American Hornbeam	Carpinus caroliniana
Bitternut Hickory	Carya cordiformis
Pecan	Carya illinoensis
Shagbark Hickory	Carya ovata
Chinese Chestnut	Castanea mollissima
Sugar Hackberry	Celtis laevigata

Common Hackberry	<i>Celtis occidentalis</i>
Persimmon	<i>Diospyros virginiana</i>
Beech	<i>Fagus grandifolia</i>
White Ash	<i>Fraxinus americana</i>
Green Ash	<i>Fraxinus pennsylvanica</i>
Ginkgo	<i>Ginkgo biloba</i> 'Fairmont' or 'LakeView'
Kentucky Coffeetree	<i>Gymnocladus dioica</i>
Chinese Flame Tree	<i>Koelreuteria bipinnata</i>
Sweet Gum	<i>Liquidambar styraciflua</i> 'Rotundiloba'
Tulip poplar	<i>Liriodendron tulipifera</i>
Cucumber Magnolia	<i>Magnolia acuminata</i>
Dawn Redwood	<i>Metasequoia glyptostroboides</i>
Black Gum	<i>Nyssa sylvatica</i>
London Planetree	<i>Platanus x acerifolia</i>
Sawtooth Oak	<i>Quercus acutissima</i>
White Oak	<i>Quercus alba</i>
Scarlet Oak	<i>Quercus coccinea</i>
Southern Red Oak	<i>Quercus falcata</i>
Laurel Oak	<i>Quercus hemisphaerica</i>

Exhibit 1

Overcup Oak	Quercus lyrata
Water Oak	Quercus nigra
Nuttall Oak	Quercus nuttallii
Pin Oak	Quercus palustris
Willow Oak	Quercus phellos
Red Oak	Quercus rubra
Shumard Oak	Quercus shumardii
Post Oak	Quercus stellata
Black Oak	Quercus velutina
Japanese Pagoda Tree	Sophora japonica
Bald Cypress	Taxodium distichum
Little Leaf Linden	Tilia cordata
Lacebark Elm	Ulmus parvifolia
Japanese Zelkova	Zelkova serrata

2. Understory Trees:

Common Name	
Common Name	Scientific Name
Trident Maple	Acer buergerianum
Amur Maple	Acer ginnala
Paperbark Maple	Acer griseum

Japanese Maple	<i>Acer palmatum</i>
Bottlebrush Buckeye	<i>Aesculus parviflora</i>
Serviceberry	<i>Amelanchier arborea</i>
European Hornbeam	<i>Carpinus betulus</i>
American Hornbeam	<i>Carpinus caroliniana</i>
Eastern Redbud	<i>Cercis canadensis</i>
Chinese Redbud	<i>Cercis chinensis</i>
Chinese Fringetree	<i>Chionanthus retusus</i>
Fringetree	<i>Chionanthus virginicus</i>
Flowering Dogwood	<i>Cornus florida</i>
Kousa Dogwood	<i>Cornus kousa</i>
Rutger's Hybrid Dogwood	<i>Cornus</i> x 'Cultivar'
Smoketree	<i>Cotinus coggygria</i>
Washington Hawthorn	<i>Crataegus phaenopyrum</i>
Green Hawthorne	<i>Crataegus viridis</i> 'Winter King'
Carolina Silverbell	<i>Halesia carolina</i>
Golden Rain Tree	<i>Koelreuteria paniculata</i>
Crape Myrtle	<i>Lagerstroemia indica</i> , <i>Lagerstroemia</i> x <i>fauriei</i>
Star magnolia	<i>Magnolia stellata</i>
Saucer Magnolia	<i>Magnolia</i> x <i>soulangeana</i>

Japanese Flowering Crabapple	Malus floribunda
Flowering Crabapple	Malus hybrida
Wax Myrtle	Myrica cerifera
Sourwood	Oxydendrum arboreum
Chinese Pistache	Pistacia chinensis
Purpleleaf Plum	Prunus cerasifera 'Pissardii'
Kwanzan Cherry	Prunus serrulata 'Kwanzan'
Weeping Cherry	Prunus subhirtella pendula
Okame Cherry	Prunus x incam 'Okame'
Yoshino Cherry	Prunus x yedoensis
Pussy Willow	Salix discolor
Chinese Elm	Ulmus parvifolia

3. Evergreen Trees:

Common Name	Scientific Name
Deodar Cedar	Cedrus deodara
Japanese Cedar	Cryptomeria japonica
Savannah Holly	Ilex x attenuata 'Savannah'
Eastern Red Cedar	Juniperus virginiana
Southern Magnolia	Magnolia grandiflora

Shortleaf Pine	<i>Pinus echinata</i>
Loblolly Pine	<i>Pinus taeda</i>
Japanese Black Pine	<i>Pinus thunbergiana</i>
Laurel Oak	<i>Quercus laurifolia</i>
Green Giant Arborvitae	<i>Thuja (standishii x plicata) 'Green Giant'</i>
American Arborvitae	<i>Thuja occidentalis</i>
Canadian Hemlock	<i>Tsuga canadensis</i>
Carolina Hemlock	<i>Tsuga caroliniana</i>
Hinoki Falsecypress	<i>Chamaecyparis obtusa 'Filicoides'</i>
Foster Holly	<i>Ilex x attenuate 'Fosteri'</i>
American Holly	<i>Ilex opaca</i>
Greenleaf Holly	<i>Ilex opaca 'Greenleaf'</i>
Yaupon Holly	<i>Ilex vomitoria</i>
'Emily Bruner' Holly	<i>Ilex x 'Emily Bruner'</i>
Nellie Stevens Holly	<i>Ilex x 'Nellie R. Stevens'</i>
Holly (large cultivars/varieties)	<i>Ilex x 'Cultivar'</i>
Little Gem Magnolia	<i>Magnolia grandiflora 'Little Gem'</i>
Virginia Pine	<i>Pinus virginiana</i>

Carolina Cherry Laurel	<i>Prunus caroliniana</i>
Emerald Arborvitae	<i>Thuja occidentalis</i> 'Emerald'

4. Shrubs:

Glossy Abelia	<i>Abelia x grandiflora</i>
Wintergreen Barberry	<i>Berberis julianae</i>
Japanese Barberry	<i>Berberis thunbergii</i>
Purple Beautyberry	<i>Callicarpa dichotoma</i>
Flowering Quince	<i>Chaenomeles speciosa</i>
Japanese Falsecypress	<i>Chamaecyparis pisifera</i> 'Cultivar'
Spreading Euonymus	<i>Euonymus kiautschovicus</i>
Smooth Hydrangea	<i>Hydrangea arborescens</i>
Bigleaf Hydrangea	<i>Hydrangea macrophylla</i>
Oakleaf Hydrangea	<i>Hydrangea quercifolia</i>
Mountain Hydrangea	<i>Hydrangea serrata</i>
Dwarf Burford Holly	<i>Ilex cornuta</i> 'Burfordii Nana'
Chinese Holly	<i>Ilex cornuta</i> 'Cultivar'

Convexa Japanese Holly	<i>Ilex crenata</i> 'Convexa'
Japanese Holly	<i>Ilex crenata</i> 'Cultivar'
Little Leaf Japanese Holly	<i>Ilex crenata</i> 'Microphylla'
Roundleaf Japanese Holly	<i>Ilex crenata</i> 'Rotundifolia'
Dwarf Yaupon Holly	<i>Ilex vomitoria</i> 'Stokes Dwarf'
Chinese Juniper	<i>Juniperus chinensis</i> 'Cultivar'
Juniper	<i>Juniperus</i> sp.
Pfitzer Juniper	<i>Juniperus</i> x <i>pfitzeriana</i>
Drooping Leucothoe	<i>Leucothoe fontanesiana</i>
Leatherleaf Mahonia	<i>Mahonia bealei</i>
Nandina	<i>Nandina domestica</i> 'Cultivar'
Japanese Andromeda	<i>Pieris japonica</i>
Narrow Leaved English Laurel	<i>Prunus laurocerasus</i> 'Angustifolia'
India Hawthorn	<i>Rhaphiolepis indica</i>
Yeddo Hawthorn	<i>Rhaphiolepis umbellata</i>
Glenn Dale Azalea	<i>Rhododendron</i> x 'Cultivar'
Gunrei Satzuki Azalea	<i>Rhododendron</i> x 'Cultivar'
Kaempferi Azalea	<i>Rhododendron kaempferi</i>
Reeves' Spirea	<i>Spiraea cantoniensis</i>

Thunberg's Spirea	<i>Spiraea thunbergii</i>
Japanese Yew	<i>Taxus cuspidata</i>
Sandankwa Viburnum	<i>Viburnum suspensum</i>
Aucuba	<i>Aucuba japonica</i>
Butterfly Bush	<i>Buddleia davidii</i>
Camellia	<i>Camellia japonica</i>
Sasanqua Camellia	<i>Camellia sasanqua</i>
Cleyera	<i>Cleyera japonica</i>
Twig Dogwood	<i>Cornus sericea</i>
Thorny Elaeagnus	<i>Elaeagnus pungens</i>
Winged Euonymus	<i>Euonymus alatus</i>
Greenspire Euonymus	<i>Euonymus japonica</i>
Border Forsythia	<i>Forsythia x intermedia</i>
Vernal Witch Hazel	<i>Hamamelis vernalis</i>
Common Witch Hazel	<i>Hamamelis virginiana</i>
Hybrid Witch Hazel	<i>Hamamelis x intermedia</i>
Panicle Hydrangea	<i>Hydrangea paniculata</i>

English Holly	<i>Ilex aquifolium</i>
Burford Holly	<i>Ilex cornuta</i> "Burfordii"
Chinese Holly	<i>Ilex cornuta</i> 'Cultivar'
Japanese Holly	<i>Ilex crenata</i> 'Cultivar'
Hetzi Japanese Holly	<i>Ilex crenata</i> 'Hetzii'
Inkberry Holly	<i>Ilex glabra</i>
Lusterleaf Holly	<i>Ilex latifolia</i>
Yaupon Holly	<i>Ilex vomitoria</i>
Emily Bruner Holly	<i>Ilex</i> x 'Emily Bruner'
Small Anise Tree	<i>Illicium parviflorum</i>
Chinese Juniper	<i>Juniperus chinensis</i> 'Cultivar'
Hollywood Juniper	<i>Juniperus chinensis</i> 'Kaizuka'
Laurel	<i>Laurus nobilis</i>
Japanese Privet	<i>Ligustrum japonicum</i>
Glossy Privet	<i>Ligustrum lucidum</i>
Loropetalum	<i>Loropetalum chinense</i>
Star Magnolia	<i>Magnolia stellata</i>
Wax Myrtle	<i>Myrica cerifera</i>
Northern Bayberry	<i>Myrica pensylvanica</i>
Fortune Tea Olive	<i>Osmanthus fortunei</i>

Fragrant Tea Olive	Osmanthus fragrans
Japanese Pittosporum	Pittosporum tobira
Podocarpus	Podocarpus macrophyllus maki
English Laurel	Prunus laurocerasus
Indian Azalea	Rhododendron indica
Bridalwreath Spirea	Spiraea prunifolia 'Plena'
Vanhoutte Spirea	Spiraea x vanhouttei
Oriental Arborvitae	Thuja orientalis
Doublefile Viburnum	Viburnum plicatum f. tomentosum
Leatherleaf Viburnum	Viburnum rhytidophyllum
Laurustinus Viburnum	Viburnum tinus
Judd Viburnum	Viburnum x juddii

- l. **Impervious Surface Standards:** The amount of on-site impervious surface areas shall be limited to the prescribed ratios set forth in § 5.8 of the UDO.
- m. **Open Space and Tree Preservation:**
 - i. **Open Space:** A minimum of ten (10) percent of the site must be devoted to usable open space which may include greens, unaltered natural features, or other similar areas not covered by impervious surface as required in § 5.8 of the UDO. Required setbacks and buffer yards may be included in calculating this requirement. The Zoning Administrator may reduce this requirement for parcels (5) acres or less on a case-by-case basis. All open space shall be clearly labeled as such on any plans submitted for County review;
 - ii. **Tree Preservation:** All required setbacks and buffer yards shall be used as tree preservation areas. The provisions set forth in § 12.11 of the UDO, retention and protection of large trees, shall be required for all development within the Highway Corridor Overlay District. In addition, all canopy trees with a diameter (DBH) greater than twenty-four (24) inches shall be incorporated into the site plan unless there is no suitable alternative due to unavoidable grading, or because

of required configuration of a street, driveway, sidewalk, permitted sign, essential utility or buildings. The following shall also apply:

1. Such trees may only be removed under one or more of the following conditions:
 - a. The tree is unhealthy, diseased or dead;
 - b. The tree causes a safety hazard to nearby buildings or pedestrian or vehicular circulation;
 - c. The tree is of a species that may drop debris or sap that can significantly affect property;
 - d. The tree is interfering with an existing underground utility line;
 - e. The tree is located within the building envelope as determined by building placement standards within the UDO;
 - f. The tree is causing significant structural damage to a building or other similar structure; and/or
 - g. It is necessary to allow construction of a street or driveway essential for access to a parcel.
2. To ensure protection of existing trees, protection shall be provided around tree preservation areas and shall comply with the provisions set forth in § 12.11.4 of the UDO;
3. Mitigation: The requirements set forth in § 12.11 of the UDO shall apply. Any canopy trees with a diameter (DBH) greater than twenty-four (24) inches that are removed shall also be replaced with another similar tree elsewhere on the parcel. Any replacement tree within the Highway Corridor Overlay District shall have a minimum caliper of 2.0 inches when measured six (6) inches above ground with a minimum height of 10-12.

n. Industrial Districts: In general, the requirements of this subsection (7) shall apply to all industrial use. The following exceptions shall apply to industrial use:

1. Setbacks: When fronting the corridor, a front setback of (25) feet is permitted and preferred for buildings with an industrial use. The setbacks requirements set forth in § 5.4 of the UDO shall otherwise apply;
2. Building Materials: The building material requirements of § 2.1.3 of the UDO shall apply;
3. Building Vernacular: At a minimum, variation in architectural appearance is required for an industrial use fronting the corridor. Large expanse of blank exterior walls fronting the corridor shall be limited through the use of varied color, pattern, horizontal and vertical lines, or other architectural features; and
4. Off-Street Parking: For buildings with an industrial use fronting on the corridor, it is preferred that off-street surface parking is located primarily to the rear or side of the building it serves. However, for industrial use parking may also be located at the front of the building it serves. The parking area landscaping and screening requirements of this subsection (7) shall apply.

o. Other Zoning Requirements: To the extent that this subsection (7), establishing the Highway Corridor Overlay District, may contain land development standards and requirements that are inconsistent with or conflict with land development standards and

requirements contained elsewhere in the UDO, including permitted uses of the zoning districts which underlie this overlay district, the more restrictive and stringent regulations shall be deemed controlling. Likewise, when any existing county ordinance is amended, the more restrictive provisions of such revised ordinance shall apply even if the provisions of this subsection (7) are more relaxed. All projects within the Highway Corridor Overlay District shall comply with all other applicable provisions of the UDO which are not in conflict with the preceding provisions of this subsection (7).

- p. **Typical Corridor Cross Section:** The following Illustration 1.1 is a typical cross section along the Highway Corridor Overlay district./

Section 2. **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.

Section 3. **Conflicting Provisions.**

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

Section 4. **Effective Date.**

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this ____ day of _____, 2014.

LANCASTER COUNTY, SOUTH CAROLINA

Larry McCullough, Chair, County Council

Jack Estridge, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:

Second Reading:

Ordinance No. 2014-_____
Page 28 of 29

Exhibit 1

Third Reading;

Approved as to form:

County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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Page 29 of 29

Exhibit 2

Final Recorded
Version - 6/9/14

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2014-1271

COUNTY OF LANCASTER

)

Indicates Matter Stricken

Indicates New Matter

AN ORDINANCE

TO AMEND SECTION 2.1.5 OF APPENDIX B OF THE LANCASTER COUNTY CODE (UNIFIED DEVELOPMENT ORDINANCE OF LANCASTER COUNTY), RELATING TO OVERLAY DISTRICTS, SO AS TO PROVIDE FOR HIGHWAY CORRIDOR OVERLAY DISTRICTS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Highway Corridor Overlay Districts.

Section 2.1.5 of Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County) is amended by adding:

- 7. The Highway Corridor Overlay District is hereby established, and is subject to the following general provisions:
 - a. **Purpose and Intent:** The Highway Corridor Overlay District is established to preserve and enhance corridors that serve as major gateways leading to, from and within Lancaster County. As both commercial and residential land uses exist along such corridors, there is a desire of the residents of Lancaster County to provide standards relative to connectivity, aesthetic appearance, and safety along major gateways. The land use recommendations and design requirements contained in this subsection are the result of a community-wide effort. As such, the intent of this district is to provide unified land development regulations that promote a sense of place and create consistency along significant corridors by improving the visual character of adjacent development.
 - b. **District Boundaries and Applicability:** The Highway Corridor Overlay District applies to the following:

1. The County Council shall designate the property that is subject to the provisions of this subsection by rezoning the properties in accordance with the procedures and requirements applicable to map amendments. In general, for those highways identified for Highway Corridor Overlay District status, the district designation shall apply to all parcels fronting on, within or partially within one thousand feet (1,000') of the right-of-way of the designated highway. Only the following highways are designated as a Highway Corridor Overlay District:
 - i. US Highway 521 from SC Highway 75 (Waxhaw Highway) northward to the North/South Carolina state line; and
 - ii. SC Highway 160 from US Highway 521 westward to the York/Lancaster county line.
 2. The Highway Corridor Overlay District development regulations, as set forth in this subsection, applies to all uses on the properties zoned Highway Corridor Overlay District except for single-family housing as identified in Chapter 3, Table of Permissible Uses, 1.1.1 through 1.1.5. The development regulations applicable to single-family housing are the development regulations of the underlying zoning district.
 3. Any property within the Highway Corridor Overlay District zoned and used for industrial use, I-1 and I-2, shall be subject to the provisions set forth in item (n) of this subsection (7); and
 4. This district shall also apply to all shared access easements and/or cross-access easements located within the areas defined in item (b)(1) of this subsection (7), including, but not limited to, those that may be used to access any parcel or parcels beyond the boundaries of this district.
- c. **Permitted Uses:** As an overlay, the Highway Corridor Overlay District supplements standards established elsewhere in the Unified Development Ordinance of Lancaster County (the "UDO"). Any use permitted in the underlying zoning district, set forth in Chapter 3, Permissible Uses, of the UDO, shall also be permitted in the Highway Corridor Overlay District provided it complies with the provisions of this subsection (7).
- d. **Exceptions and Non-conforming Situations:** Any property zoned and used for a single-family residential use, including the single-family residential portion of a property zoned PDD, shall be exempt from the development standards of this subsection (7). When a parcel has a vested right in effect, that parcel may be exempt from certain provisions of this subsection (7), as outlined in Chapter 13 of the UDO. The development standards of this overlay district shall apply to all other properties within the district boundaries as outlined in item (b) of this subsection (7).
- e. **Design Review:** All development design and plan reviews, as required by the UDO, shall apply to this subsection (7).
- f. **General Requirements and Development Standards:**
1. **Building Placement:** All buildings shall front onto a public or private street, or share a frontage line with a square or other similar common open space. The front facade of buildings shall be generally parallel to front property lines when placed along the corridor right-of-way. The following shall also apply:
 - i. In general, the setback requirements set forth in § 5.4 of the UDO shall apply. When fronting the corridor right-of-way, the front setback for buildings with a commercial district use may be reduced to a minimum of (25) feet.

- ii. When fronting the corridor right-of-way, buildings shall have access from the front and rear of the building;
 - iii. The development of retail commercial centers or villages is favorable over commercial "strip development" in the Highway Corridor Overlay District.
- 2. **Building Height:** Maximum building height shall not exceed that permitted in the underlying zoning district, set forth in Chapter 5, Density and Dimensional Regulations, of the UDO.
- 3. **Building Vernacular:** Variation in architecture and materials is required. There shall be no large expanse of blank exterior walls along the corridor. Variation in exterior walls may be achieved through the use of windows, projections, recesses, columns, horizontal and vertical offsets, awnings, canopies, or other architectural features. Rooflines of buildings adjacent to the corridor shall also be varied to add interest and complement the character of surrounding development and neighborhoods. Variation in rooflines may be achieved through the use of gables, eaves, parapets, cupolas, or other architectural features.
- 4. **Materials:**
 - i. Buildings, signs, walls, and other structures within the Highway Corridor Overlay District shall be constructed using quality finish materials (i.e., brick, wood, masonry, stone, concrete siding, or stucco). In general, the use of vinyl, tin, metal and masonry block (except split face/decorative masonry) shall be prohibited on the exterior walls of any building located within this district. Metal is permissible if in combination with other building materials for use as trim, windows, doors, roofing, other architectural elements, and signs. All sides of the building shall comply with this requirement except any side of a building that is not visible from any point on an adjoining road right-of-way. For the purposes of this subsection (7), sides of the building that are screened with landscaping, a fence, or some combination of the two shall be considered to be visible from an adjoining street and must comply with the requirements of this subsection (7).
 - ii. Fencing shall be of durable construction using quality material (i.e., brick, stone, other masonry, wood, metal, decorative vinyl, or any combination thereof). The finished side of the fence shall face the corridor right-of-way or other adjacent property. Chain link, welded or woven wire, and other similar fencing are not permitted in the Highway Corridor Overlay District, unless their use is for sports field and recreational complexes. In such conditions, the fencing shall be color coated with a manufacturer applied finish. Finish color to be approved by the Development Review Committee (DRC). Such fencing may also be permitted for temporary use during construction and site development provided it is removed or replaced with a compliant material upon completion of construction. This requirement is for aesthetic purposes only and is not associated with building code requirements or standards.
- 5. **Sidewalks and Pedestrian Amenities:**
 - i. **Sidewalks and Connectivity:**
 - 1. At a minimum, sidewalks shall comply with the construction requirements set forth in § 21.12 of the UDO;

2. Sidewalks shall be located to allow pedestrians to safely move from their vehicles to the building;
3. Sidewalks shall connect to existing pedestrian circulation of adjacent parcels where not restricted by topography or other existing site features;
4. When adjacent to a residential use district, sidewalks shall be provided to allow pedestrian access to and from a commercial retail development;
5. Sidewalks shall be required on both sides of public or private streets within a commercial retail development;
6. A multi-use path shall be required adjacent to the corridor right-of-way and shall be located in the Corridor Frontage Buffer as outlined in item (k) (2) of this subsection (7). Sidewalks are not required adjacent to the corridor. The following shall also apply:
 - a. The multi-use path shall have a shared use for both pedestrian and bicycle circulation;
 - b. The multi-use path shall be installed by the property owner or developer. The path shall be dedicated to the County for public use and will be maintained by the County;
 - c. The multi-use path shall be a minimum of eight (8) feet in width, and shall be constructed of asphalt;
 - d. The multi-use path shall extend the entire frontage of a parcel fronting the corridor, from property line to property line;
 - e. The multi-use path shall connect to existing sections of path on adjacent parcels;
 - f. The multi-use path shall connect to other existing pedestrian circulation of adjacent parcels, including existing sidewalks, where not restricted by topography or other existing site features;
 - g. The multi-use path shall be located behind the required trees of the Corridor Frontage Buffer; and
 - h. The multi-use path shall be designed and constructed in a meandering appearance as to avoid long straight runs, and shall accommodate the natural topographical features of a site.

ii. Other Pedestrian Amenities:

1. All retail commercial development or use with a gross indoor floor area in excess of forty thousand (40,000) square feet shall provide improved common open space for use by patrons. Such common open space shall be a minimum of five hundred (500) square feet in area and may include squares, plazas, greens or other similar spaces. This requirement shall also apply to all non-residential portions of a PDD development. The following shall also apply:
 - a. For purposes of this item (f)(5)(ii), "improved" shall mean cleared of underbrush and debris, accessible to pedestrians and shall include one or more of the following: landscaping, walls, fences, walks or similar paved surfaces, fountains, statues, common lawns or greens, tables and chairs, benches or other seating, water fountains, litter and recycling receptacles,

playground equipment or other similar furnishings and amenities;

- b. Such spaces shall include canopy trees to provide shade. At installation, a canopy tree shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 10-12’;
- c. Such spaces shall be accessible from sidewalks and other pedestrian circulation within the development; and
- d. The property owners, occupants, and tenants or their agents shall be jointly and severally responsible for the maintenance and upkeep of all such common open space. All such areas shall be kept free of litter and debris, and shall generally be maintained with a neat and orderly appearance.

g. Access Management:

1. Curb Cuts and Parcel Access:

- i. All curb cuts, including both public and private streets, shall adhere to the standards set forth by the South Carolina Department of Transportation (“SCDOT”), and shall comply with the requirements set forth in the latest edition of the Access and Roadside Management Standards (“ARMS Manual”) as published by the SCDOT Traffic Engineering Division. At a minimum, within the Highway Corridor Overlay District, curb cuts along the corridor right-of-way shall be limited to one every three hundred (300) feet of street frontage. A greater distance of separation may be required as justified by a Traffic Impact Analysis or the SCDOT ARMS Manual;
- ii. Individual parcels having three hundred (300) or more feet of corridor frontage may be permitted additional points of access provided they comply with this subsection (7) and are justified by a Traffic Impact Analysis or review by SCDOT;
- iii. Access points for parcels (5) acres or less, where access to a shared driveway is limited, shall be subject to SCDOT approval and shall adhere to SCDOT standards;
- iv. Corner parcels located at an intersection of the corridor and an existing or proposed secondary street, including both public and private streets, shall obtain access from the secondary street. Where such parcels have three hundred (300) or more feet of corridor frontage, a point of access to the corridor may be considered if no other corridor access is located within three hundred (300) feet, and it adheres to SCDOT standards. Such additional access shall be considered on a case-by-case basis, and is subject to approval by the Zoning Administrator or SCDOT when applicable;
- v. Existing median crossovers are to remain as located. Where justified by a Traffic Impact Analysis, access to a parcel may be required to align directly with an existing median crossover. Likewise, a Traffic Impact Analysis may require improvement to an existing crossover to meet current SCDOT standards. When a proposed access does not align directly with an existing median crossover, such access must adhere to the latest edition of the SCDOT ARMS Manual; and

- vi. A Traffic Impact Analysis shall be required for any development that will generate over one hundred (100) trips in the peak hour according to the latest edition of the SCDOT ARMS Manual and shall meet all other requirements set forth in § 13.7.10.1 (c) of the UDO. The Traffic Impact Analysis must be conducted and sealed by a licensed South Carolina professional engineer. For a Traffic Impact Analysis within the Highway Corridor Overlay District, this engineer shall be chosen by the applicant from a preapproved list provided by Planning Department. 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. The Traffic Impact Analysis shall be reviewed by the County and in conjunction with the SCDOT. 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 consult with a preapproved third-party reviewer to assist in this review at the request of the planning department. This third-party review is to assist the County with only the review of a submitted Traffic Impact Analysis and is not a second analysis. The cost of the Traffic Impact Analysis, including any additional reviews requested by the County, shall be paid for by the applicant.
2. **Connectivity:** Reduction of access points to the corridor is required. The following shall apply:
- i. **Consolidation of Access Points:**
 - 1. Shared driveways between two or more parcels shall be required where there is not a conflict in use and a shared driveway is not restricted by topography or other existing site features. Shared driveways shall require mutually executed shared access agreements; and
 - 2. Unless restricted by topography or other natural site features, adjoining parking lots serving non-residential buildings of non-conflicting use shall be connected and shall require mutually executed shared access agreements.
 - ii. **Stub Outs**
 - 1. Where an undeveloped adjacent parcel exists, a stub out or cross-access easement for future stub out, shall be required to allow for connection to future parking and/or shared driveways; and
 - 2. Where a developed adjacent parcel exists, existing stub outs shall be utilized.
- h. **Parking and Vehicular Access:**
- 1. **Off-street Parking:** For buildings fronting on the corridor, off-street surface parking shall be located primarily to the rear of the building it serves. Side yard parking is permissible and shall occupy no more than forty five percent (45%) of the principle corridor frontage line. The following shall also apply:
 - i. Side yard parking shall not be placed in an established side yard abutting an intersecting street;
 - ii. Where dimensions or topographical constraints of existing parcels restrict the location of off-street parking to the rear of the building it serves, the restrictions

- on side yard parking may be modified, on a case-by-case basis, by the Zoning Administrator;
- iii. Uninterrupted areas of parking areas shall be limited in size. Parking areas with more than twenty (20) space shall be broken by buildings and/or landscape features as outlined in item (k)(5) of this subsection (7); and
 - iv. Parking areas shall be designed to allow pedestrians to safely move from their vehicles to the building.
2. **On-street Parking:** On-street parking is not permitted on the corridor or other public street. On-street parking is permitted on private streets within a retail commercial development where adequate space for parking and maneuvering is provided outside of travel lanes. On-street parking shall comply with the requirements set forth in the latest edition of the SCDOT ARMS Manual.
 3. **Parking Count and Dimension Requirements:** The number of parking spaces required and required parking space dimensions shall comply with the provisions set forth in § 11.2 and § 11.4 of the UDO.
 4. **Off-street Loading and Unloading Areas:** Off-street loading and unloading areas shall comply with the provisions set forth in § 11.11 and shall be screened from view from all residential use districts and public right-of-way using an opaque screen.
 5. **Driveway and Internal Street Standards:**
 - i. All newly constructed streets within the Highway Corridor Overlay District shall meet the construction standards of Chapters 13 and 21 of the UDO and Chapter 26 of the Lancaster County Code. The minimum right-of-way and pavement widths shall comply with the provisions set forth in § 26-61 and § 26-65 of the Lancaster County Code. Where applicable, such streets shall also comply with the standards established by SCDOT;
 - ii. Private and public roads are as defined in Chapter 13 of the UDO;
 - iii. The minimum spacing between driveway accesses to the corridor shall comply with the provisions set forth in item (g) of this subsection (7);
 - iv. Curb and gutter shall be required on all newly constructed private streets, drives and parking areas within the Highway Corridor Overlay District and shall comply with the requirements set forth in § 21.11 of the UDO; and
 - v. Interconnectivity between adjacent parcels is required when there is not a conflict in use and is subject to the provisions set forth in item (g) of this subsection (7).
- i. **Signs:** In general, signage within the Highway Corridor Overlay District shall comply with the provisions set forth in Chapter 10, Signs, of the UDO. The following additional regulations shall also apply specifically to this overlay district:
 1. **Permitted Signs:** All signs that are permitted within the Highway Corridor Overlay District shall complement the surrounding buildings in material and architectural vernacular. The following signs are permitted in the Highway Corridor Overlay District:
 - i. **Free standing ground monument signs:** All ground monument signs shall have a setback requirement of five feet from any property line or right-of-way line. Ground monument signs shall not project into any street or highway right-of-way. No more than one (1) ground monument sign shall be permitted per lot and may contain a sign face on no more than two (2) more sides;

- ii. Wall signs: Wall signs attached flat against a wall shall not extend more than eighteen (18) inches from a wall. When a wall sign extends two (2) or more inches from a wall it shall be a minimum of eight (8) feet above any sidewalk to provide for pedestrian clearance;
 - iii. Projecting signs: A projecting sign perpendicular to the wall of a building may be substituted for a wall sign provided it is a minimum of eight (8) feet above any sidewalk to provide for pedestrian clearance and projects no more than six (6) feet from the wall on which it is mounted; and
 - iv. Canopy or awning signs: A canopy or awning signs shall not be placed higher than the bottom of the second floor or higher than the roofline of single-story structures. A canopy or awning sign shall be a minimum of eight (8) feet above any sidewalk or other pavement to provide for pedestrian clearance.
2. Commercial Retail Developments and Centers: All retail commercial development or use with two or more businesses shall be allowed no more than one (1) ground monument sign. Signage for individual businesses shall be consolidated onto one (1) such ground monument. The following shall also apply:
- i. Where such a development fronts two (2) or more streets with more than five hundred (500) feet of frontage on each, additional ground monument signs may be permitted provided no more than one (1) is located on each street;
 - ii. Directional and wayfinding signs within a retail commercial development or center shall be grouped and shall be consistent in size, color, ornamentation, and materials, and shall complement the surrounding buildings; and
 - iii. For such developments, a ground monument sign shall not exceed a height of ten (10) feet. Where such a development has a gross indoor floor area in excess of forty thousand (40,000) square feet, the maximum height may be increased to no more than twenty (20) feet for a ground monument sign.
3. Size and Height of Signs: The maximum size of any sign shall be as established in Chapter 10, Signs, of the UDO. A sign for any individual nonresidential use shall not exceed a height of ten (10) feet along the corridor and a height of (4) feet along any secondary street. A sign for a single-family development shall not exceed a height of ten (10) feet along any street. For a multifamily residential or attached single-family development, a sign shall not exceed six (6) feet in height along the corridor and (4) feet along any secondary street. The height of all signs shall be measured from the lowest adjacent grade at the base of the sign;
4. Prohibited Signs: The following signs, in addition to those prohibited in Chapter 10, Signs, of the UDO, are prohibited in the Highway Corridor Overlay District:
- i. Pylon signs;
 - ii. Flashing and pulsating signs;
 - iii. Signs imitating warning signals;
 - iv. Painted or handwritten signs;
 - v. Off-premise signs;
 - vi. Animated signs;
 - vii. Beacons;
 - viii. Neon gas tubing or similar signs;
 - ix. Inflatable signs and tethered balloons;

- x. Banners in non-residential districts;
 - xi. Illuminated tubing or string of lights typically used for outlining property lines, open sales areas, roof lines, doors, windows or wall edges of any building, except for "holiday season" lights as permitted in item (j)(7) of this subsection (7);
 - xii. Signs that move or give the appearance of moving, including but not limited to feather signs, pennants, inflatable figures, streamers, and other signs which flutter, undulate, swing, rotate, oscillate or otherwise move by natural or artificial means;
 - xiii. Reader boards, digital message boards (including LED screens), or other similar commercial electronic variable message signs whose static message or copy change more than once every twenty (20) seconds, and the change sequence must be accomplished within an interval of two (2) seconds or less. Such signs shall not include animated, continuous, moving, rolling, or scrolling messages. Fluttering, blinking, or flashing elements including video is prohibited. In general, signs displaying continuous moving copy or image, whether digital or analog, shall not be permitted. In addition, such signs shall not be used for paid advertising. Note: Signs using LED illumination and/or displays are permissible provided they are not attached to a building and the copy or image being displayed remains static or changes no more than once every twenty (20) seconds. This section only applies to the use of reader boards and LED displays on permitted signs. The regulations for outdoor advertising signs (billboards) are outlined in § 10.16 and § 10.19.1 in the UDO;
 - xiv. Any sign placed within any public/private rights-of-way or easement;
 - xv. Any sign that obstructs or impedes traffic safety or obscures traffic signals, signs, or other similar traffic safety devices. Signs shall not obstruct the view of motorists using any street, driveway, parking aisles or the approach to any street intersection so as to cause a traffic safety hazard. Any sight obstruction determined by the County or SCDOT shall be corrected immediately;
 - xvi. Any sign which exhibits statements, words or pictures that are obscene in nature;
 - xvii. Any sign which is not permitted, abandoned signs, or signs which being structurally unsafe or hazardous; and
 - xviii. Any sign placed with the primary purpose of providing a sign not otherwise allowed by this item (i).
5. Temporary Signs: The following temporary signs are permitted provided their use complies with the requirements set forth in Chapter 10, Signs, of the UDO, including duration of display and removal regulations:
- i. Real estate signs;
 - ii. Construction site identification signs;
 - iii. Grand opening, going out of business signs, or similar;
 - iv. Holiday signs;
 - v. Special event signs;
 - vi. Roadside stand signs;
 - vii. Signs for onsite contractors;
 - viii. Banners for religious, charitable, civic, fraternal or similar organizations;
 - ix. Other temporary signs as may be restricted by Chapter 10, Signs, of the UDO.

6. **Sign Illumination:** Illuminated signs, including those with internal illumination, are permitted and shall be placed and shielded so that glare from the sign does not adversely affect any adjacent property, residential use district, cause glare hazardous to pedestrians, or interfere with the operation of a vehicle on any street right-of-way. Signs shall not have light-reflecting backgrounds or letters. The intensity of light shall not exceed twenty (20) foot candles at any point on the sign face;
7. **Sign Landscaping:** All ground monument signs shall have, at a minimum, landscaping in accordance with the standards set forth in Chapter 10, Signs, of the UDO. Landscaping shall be integral with other landscaped areas as required by this district. In general, minimum plant sizes at installation shall also comply with this subsection (7). However, landscaping shall not obstruct the view of a sign. All landscaping at the base of a sign shall comply with Item (k) (1) (i) of this subsection (7).
- j. **Lighting:** In general, lighting within the Highway Corridor Overlay District shall comply with the provisions set forth in § 11.6, § 15.8 and § 15.9 of the UDO. The purpose of this item (j) is to provide aesthetic regulations and to assure that exterior lights are shielded and do not cast direct light beyond a property line. Streets, driveways, parking areas, sidewalks, and building entrances shall be lighted in order to contribute to the security of a property and to facilitate the safe passage of persons using such streets, driveways, sidewalks, and parking areas after dark. However, measures shall be provided to limit the amount of ambient light perceptible from adjacent properties and glare that may impair the vision of motorists. The following shall also apply:
 1. Light intensity shall not exceed thirty (30) foot candles at any point in the Highway Corridor Overlay District. Light intensity shall not exceed two (2) foot candles at a property line adjacent to a street right-of-way or non-residential use, and shall not exceed one-half (0.5) foot candle at a property line adjacent to a residential use district. A greater light intensity may be permitted for competitive sports fields during competitive play provided the light intensity does not exceed that set forth by the regulating athletic agency;
 2. The following light intensities measured in foot candles (fc) shall also apply:
 - i. **Parking Lots:** 0.6fc Minimum/2.4fc Average/10fc Maximum;
 - ii. **Walkways & Driveways:** 0.2fc Minimum/1.0fc Average/10fc Maximum;
 - iii. **Landscape & Decorative:** 0fc Minimum/0.5fc Average/5.0fc Maximum; and
 - iv. **Outdoor Display of Merchandise:** 0.5fc Minimum/1.0fc Average/15fc Maximum;
 3. Signalized intersections shall be limited to locations where significant collector streets connect with the corridor. For example, along US Highway 521 such an intersection is at Possum Hollow Road, and along SC Highway 160 such an intersection is at Calvin Hall Road. Where a Traffic Impact Analysis requires a new signalized intersection, the standard metal or concrete poles as set forth by SCDOT shall be installed. This requirement shall also apply to an existing signalized intersection where additional lanes and signalization changes are required. All poles shall be professionally painted black. Wood poles are only permissible for temporary use during repairs and installation. Complete cost of the installation shall be paid by the developer. In addition, the County

- may require the developer to furnish a letter of credit, cash escrow, or other guarantee acceptable to the County to cover future repairs and replacement;
4. All fixtures shall be consistent throughout a site in size, color, ornamentation, and materials, and shall complement the surrounding buildings. Each fixture shall be a down-directional lighting fixture with its source being recessed within an opaque housing. All light fixtures shall be located, aimed or shielded as to limit the amount of ambient light perceptible from adjacent properties and street right-of-way. The color of all such light sources shall be white;
 5. Street lighting, as required by § 15.8 and § 15.9 of the UDO, shall comply with SCDOT requirements where applicable. All street lights shall be consistent along the corridor and throughout a site. Such fixtures shall be shielded and down-directional except that unshielded decorative street lamps featuring globes or glass panes are permissible if designed to diffuse light and shall have caps to direct light downward. The color of all such light sources shall be limited to white or as required by SCDOT;
 6. All wiring and service connections for all lighting must be underground. Likewise, the back of all signs shall have a finished appearance unless it is screened with an opaque screen and is not visible from any residential use or street right-of-way;
 7. Holiday lighting displays, lighting for approved temporary events and directional lighting during construction are exempt from these requirements provided they do not exceed the maximum foot candles and do not negatively impact safety;
 8. Fixture heights shall not exceed eighteen (18) feet except in areas where the total number of parking spaces exceed one hundred (100) spaces. In such cases, fixtures shall not exceed twenty-five (25) feet provided they are limited to the central areas of the parking area. A luminary located within fifty (50) feet of a residential use district shall not exceed a height of twelve (12) feet. Fixtures along the primary vehicular/pedestrian streets shall not exceed a height of eighteen (18) feet;
 9. Outdoor lighting installed on canopies or drive-thru facilities are permitted with a maximum foot candle reading of twenty (20) foot candles under any illuminated area. Fixtures located under a building canopy shall be flush-mount with a flat lens, shall use diffusers and be shielded;
 10. Buildings shall be safely illuminated at entry/exit locations, and shall be illuminated using shielded lighting or off-building lighting that does not generate glare or otherwise allow the light to be viewed directly from an adjacent property. Building walls may be illuminated and may include up-lighting, provided such fixtures comply with Item (j) (2). However, no building illumination shall cause the site to exceed maximum light intensity limitation;
 11. Landscape lighting may include up-lighting for accent, provided such fixtures comply with Item (j) (2). However, no landscaping illumination shall cause the site to exceed maximum light intensity limitation, and such fixtures shall be located, aimed or shielded as to limit the amount of ambient light perceptible from adjacent properties and street right-of-way;
 12. Security lighting shall be provided, particularly at pedestrian walkways. Motion detector security lights shall be exempt from the foot candle requirements of this item provided such lights are normally "off", and are limited to being "on" for four (4) minutes or less when motion is detected;

13. Flood lights shall be permissible for security, loading areas, and other such applications provided they are focused toward the primary building or space intended to be illuminated. Likewise, they may be aimed at no higher than a forty-five (45) degree angle, and shall be generally aimed or shielded as to limit the amount of ambient light perceptible from adjacent properties and street right-of-way;
 14. The following lighting fixtures are prohibited: non-directional lighting fixtures, searchlights, laser source lights, flashing lights or any similar high-intensity light used to attract attention, except for use during emergencies by authorized emergency, police and fire personnel;
 15. Any damaged, broken or malfunctioning light fixture or pole shall be repaired or replaced immediately; and
 16. A professionally sealed site lighting plan shall be submitted as part of a County site plan review. The County may adjust the standards for the maximum illumination at a property line if it is determined that the design and nature of the adjacent use creates a need to either reduce or increase the maximum illumination. Likewise, the Zoning Administrator may require changes to fixtures to bring the lighting levels into compliance, or as necessary to reduce impact on adjacent properties and street right-of-way.
- k. **Landscaping, Buffer Yard, and Screening Requirements:**
1. **General Landscape Requirements:**
 - i. Landscaping shall comply with SCDOT sight distance and sight triangle requirements. Landscaping shall not obstruct or impede traffic safety or obscure traffic signals, signs, or other similar traffic safety devices. Likewise, landscaping shall not obstruct the view of motorists using any street, driveway, parking aisles or the approach to any street intersection so as to cause a traffic safety hazard. Any sight obstruction determined by the County or SCDOT shall be corrected immediately;
 - ii. Native species and related cultivars shall be used. In general, all trees and shrubs shall be drought tolerant and locally adapted to the area and shall conform to the requirements in the latest edition of American Standards for Nursery Stock, published by the American Association of Nurserymen;
 - iii. The use of existing vegetation to satisfy the requirements of this item is permissible. However, supplemental plantings may be required, in addition to native plant material, by the Zoning Administrator;
 - iv. Vacant commercial parcels shall be landscaped while vacant to stabilize the site and maintain an attractive appearance along the corridor. At a minimum, such landscaping shall include turf grass or other vegetative ground cover to stabilize the soil;
 - v. Earthen berms may be used to comply with the landscaping, buffer yard and screening regulations of this item provided they comply with all other requirements of this district. Likewise, additional screening in the form of earthen berms (or fencing) may be required, on a case-by-case basis, by the Zoning Administrator. In general, The following shall also apply to earthen berms located within the Highway Corridor Overlay District: :
 1. Berms shall have a minimum height of three (3) feet and a minimum crown width of eight (8) feet;

2. Berms shall not exceed a maximum height of six (6) feet;
 3. If four (4) feet in height or less, a berm shall have a side slope no greater than three to one (3:1). If greater than four (4) feet in height, a berm shall have a side slope no greater than four to one (4:1);
 4. Berms shall be designed and constructed with an undulating appearance to mimic the natural topographical features of a site; and
 5. The Zoning Administrator may allow an exception to the minimum and maximum height requirements for an earthen berm where topography or other natural site features may justify such an exception.
- vi. Plants shall complement the surrounding structures in form, color and height. Compliance of this requirement shall be determined during site plan review by the County; and
- vii. Landscaping Completion and Maintenance:
1. Completion: All landscaping shall be installed pursuant to the requirements of this subsection (7) or County approved landscaping plans unless substitutions are approved under the regulations set forth in § 12.13 of the UDO. A certificate of occupancy for any business or use within the Highway Corridor Overlay District shall not be issued until the required landscaping is installed by the property owners, occupants, and tenants or their agents. If agreeable to the County, a certificate of occupancy may be issued prior to the installation of required landscaping provided the owner furnishes a letter of credit, cash escrow, or other guarantee acceptable to the County assuring completion of all landscaping, including labor. Acceptance of any such form of guarantee is at the discretion of the County; and
 2. Maintenance: The property owners, occupants, and tenants or their agents shall be jointly and severally responsible for the maintenance of all landscaping. All landscaping required by or installed pursuant to the requirements of this subsection (7) or County approved landscaping plans shall be free of disease and maintained in a healthy condition. All required landscaping shall be kept free of litter and debris, and shall be free of dead, diseased, or severely damaged plants. Likewise, any plants removed as the result of death, disease or damage shall be replaced in a timely manner.
2. Corridor Frontage Buffer: A Corridor Frontage Buffer shall be established as a public easement within the first twenty-five (25) feet of front yard as measured from the edge of the road right-of-way. The Corridor Frontage Buffer shall be designated for the multi-use path as outlined in item (f) (5) (i) (6) of this subsection (7). The following shall also apply:
- i. Three (3) canopy trees shall be planted per one hundred (100) feet of corridor frontage and shall be equally spaced on center where possible. Where overhead utility lines exist, five (5) understory trees shall be planted per one hundred (100) feet of corridor frontage instead and shall be equally spaced on center where possible. At installation, canopy trees shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 10-12';

- understory trees shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 8-10’;
- ii. In addition to the tree requirement, the Corridor Frontage Buffer shall consist of any combination of shrubs, turf grass or other ground cover. In general, no portion of the Corridor Frontage Buffer shall contain bare soil;
 - iii. No impervious surface shall be allowed in this area except for streets and driveways connecting to the point of ingress and egress, signs permitted in this subsection (7), required multi-use path (see item (f)(5) of this section), or sidewalks when connecting to the multi-use path; and
 - iv. There shall be no display of merchandise for sale, or other similar display within this area.
3. Screening and Buffer Yards: To minimize potential conflicts between zoning districts and/or uses, the screening and buffer yard regulations established in Chapter 12, Landscaping Requirements, of the UDO shall apply. The following shall also apply:
- i. Containers, dumpsters, mechanical equipment, and similar structures shall be located to the rear and/or side of the building it serves. New utility boxes shall also be located to the rear and/or side of the building it serves;
 - ii. All containers, dumpsters, mechanical equipment, utility boxes, and similar structures shall be screened from view from all adjacent properties, residential use districts and public right-of-way using an opaque screen;
 - iii. Where applicable, containers, dumpsters, and similar structures shall be screened from view, using a semi-opaque screen, from the upper levels of adjacent buildings;
 - iv. Roof-top mounted mechanical equipment shall be screened to their full height by a parapet or other structure that is complementary to the building in material and color. Ground-mounted mechanical equipment shall be screened to their full height on all sides using an opaque screen;
 - v. Outdoor vending machines and similar devices shall be located as to limit view from residential use districts and corridor right-of-way;
 - vi. Stormwater management basins shall be screened from view from the corridor with a continuous evergreen screen as outlined in item (k)(5)(i)(2) of this subsection (7);
 - vii. Boundary fences or walls as may be permitted in Chapter 12, Landscaping Requirements, of the UDO shall comply with the materials requirements of item (f)(4) of this subsection (7);
 - viii. Chain link, welded or woven wire, and other similar fencing is not permitted; and
4. Median & Right-of-Way Landscaping: In general, there shall be no bare soil between the right-of-way and edge of pavement. At a minimum, this area shall include maintained turf grass. Maintenance is the responsibility of the owner. Additional median and/or street right-of-way landscaping shall be required for retail commercial development or use with a gross indoor floor area in excess of forty thousand (40,000) square feet. This requirement shall also apply to all non-residential portions of a PDD development and all HOA controlled or maintained subdivision entrances. Such additional landscaping shall consist of a combination of trees, shrubs, turf grass or other ground cover as approved by SCDDOT and the DRC. The following provisions shall apply:

- i. All landscape improvements shall be approved by SCDOT, and shall comply with the requirements set forth in the latest edition of the SCDOT ARMS Manual;
 - ii. An encroachment permit with SCDOT shall be required for any landscape work performed within a public street or highway right-of-way;
 - iii. Median improvements shall include the entire width of the median, not just the side adjacent to the commercial development. At a minimum such improvements shall extend the full length of the proposed commercial development. However, in some cases SCDOT may require median improvements to extend to the nearest median crossover;
 - iv. Landscape improvements shall comply with SCDOT sight distance and sight triangle requirements. Any sight obstruction determined by the County or SCDOT shall be corrected immediately; and
 - v. Irrigation shall be required as determined necessary by SCDOT, per the latest edition of the ARMS Manual;
 - vi. As required by SCDOT, applicants shall furnish, install, and maintain all plantings. Applicants shall be responsible for perpetual maintenance of all vegetation (and irrigation when applicable) within the right-of-way that is contiguous with the landscape improvements. SCDOT shall not be responsible for providing water, fertilizer, labor, materials, or maintenance within the landscaping limits of the right-of-way;
5. Parking Area Landscaping and Screening:
- i. Perimeter Parking Area Planting:
 - 1. A perimeter landscape strip with a minimum width of eight (8) feet shall be required on all sides of parking areas. This area shall not be located within the required Corridor Frontage Buffer;
 - 2. A continuous evergreen shrub screen is required within the perimeter landscape strip. Evergreen shrubs shall be at least thirty-six (36) inches in height with a minimum spread of twenty-four (24) inches at time of planting, and shall be spaced no more than five (5) feet on center. Shrubs shall have an average mature height of six (6) feet. A masonry wall, three (3) feet above ground level, may be used in place of a continuous evergreen shrub screen. Such perimeter screen may be penetrated for ingress/egress, including stub out and shared drive easements;
 - 3. Canopy trees shall line the perimeter of all parking areas and shall be spaced no more than 40' on center. At installation, canopy trees shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 10-12'. Where overhead utility lines exist, understory trees shall be planted instead and shall be spaced no more than 25' on center. Understory trees shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 8-10'. All trees shall have all limbs trimmed at least six (6) feet above ground level;

4. No less than a minimum of one (1) tree planting area shall be provided for every ten (10) parking spaces. Additionally, a tree planting area shall be provided at both ends of all parking aisles. Each tree planting area shall be a minimum of two hundred (200) square feet in area, being at least ten (10) feet in width, and shall be edged with a curb at least six (6) inches in height. Each tree planting area shall be planted with one (1) canopy tree shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 10-12'. Where overhead utility lines exist, understory trees shall be planted instead and shall have a minimum caliper of 2.5 inches when measured six (6) inches above ground with a minimum height of 8-10'. In addition to the tree requirement, each tree planting area shall consist of any combination of shrubs, turf grass or other ground cover so that no portion of the tree planting area shall contain bare soil. Where sight lines may not permit shrubs, tree planting areas shall contain turf grass or other ground cover. Shrubs in tree planting areas shall be maintained at a maximum height of thirty (30) inches. All trees shall have all limbs trimmed at least six (6) feet above ground level;
 5. The landscaping requirements of this item (k)(5) shall not be used to meet any other landscaping, buffer yard or screening requirements of the UDC; and
 6. Parking areas with less than twenty (20) spaces shall not be subject to the provisions of this item (k) (5) of this subsection (7).
6. Lists of Recommended Trees and Shrubs: The following lists are the recommended trees and shrubs for the Highway Corridor Overlay District. Plants were selected for inclusion on these lists according to their general suitability for the climate and soil conditions of this area, ease of maintenance, tolerance of area conditions, and availability from area nurseries. If an introduced species has proven highly effective in this area, it too may be a proper selection. However, plants not included in the following lists shall be approved by the DRC or Zoning Administrator prior to installation.

1. Canopy Trees:

Canopy Trees	
Common Name	Scientific Name
Red Maple	Acer rubrum
Sugar Maple	Acer saccharinum
River Birch	Betula nigra
American Hornbeam	Carpinus caroliniana

Bitternut Hickory	<i>Carya cordiformis</i>
Pecan	<i>Carya illinoensis</i>
Shagbark Hickory	<i>Carya ovata</i>
Chinese Chestnut	<i>Castanea mollissima</i>
Sugar Hackberry	<i>Celtis laevigata</i>
Common Hackberry	<i>Celtis occidentalis</i>
Persimmon	<i>Diospyros virginiana</i>
Beech	<i>Fagus grandifolia</i>
White Ash	<i>Fraxinus americana</i>
Green Ash	<i>Fraxinus pennsylvanica</i>
Ginkgo	<i>Ginkgo biloba</i> 'Fairmont' or 'LakeView'
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>
Chinese Flame Tree	<i>Koelreuteria bipinnata</i>
Sweet Gum	<i>Liquidambar styraciflua</i> 'Rotundiloba'
Tulip poplar	<i>Liriodendron tulipifera</i>
Cucumber Magnolia	<i>Magnolia acuminata</i>
Dawn Redwood	<i>Metasequoia glyptostroboides</i>
Black Gum	<i>Nyssa sylvatica</i>
London Planetree	<i>Platanus x acerifolia</i>

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Sawtooth Oak	<i>Quercus acutissima</i>
White Oak	<i>Quercus alba</i>
Scarlet Oak	<i>Quercus coccinea</i>
Southern Red Oak	<i>Quercus falcata</i>
Laurel Oak	<i>Quercus hemisphaerica</i>
Overcup Oak	<i>Quercus lyrata</i>
Water Oak	<i>Quercus nigra</i>
Nuttall Oak	<i>Quercus nuttallii</i>
Pin Oak	<i>Quercus palustris</i>
Willow Oak	<i>Quercus phellos</i>
Red Oak	<i>Quercus rubra</i>
Shumard Oak	<i>Quercus shumardii</i>
Post Oak	<i>Quercus stellata</i>
Black Oak	<i>Quercus velutina</i>
Japanese Pagoda Tree	<i>Sophora japonica</i>
Bald Cypress	<i>Taxodium distichum</i>
Little Leaf Linden	<i>Tilia cordata</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
Japanese Zelkova	<i>Zelkova serrata</i>

2. Understory Trees:

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Exhibit 2

Understory Trees	
Common Name	Scientific Name
Trident Maple	<i>Acer buergerianum</i>
Amur Maple	<i>Acer ginnala</i>
Paperbark Maple	<i>Acer griseum</i>
Japanese Maple	<i>Acer palmatum</i>
Bottlebrush Buckeye	<i>Aesculus parviflora</i>
Serviceberry	<i>Amelanchier arborea</i>
European Hornbeam	<i>Carpinus betulus</i>
American Hornbeam	<i>Carpinus caroliniana</i>
Eastern Redbud	<i>Cercis canadensis</i>
Chinese Redbud	<i>Cercis chinensis</i>
Chinese Fringetree	<i>Chionanthus retusus</i>
Fringetree	<i>Chionanthus virginicus</i>
Flowering Dogwood	<i>Cornus florida</i>
Kousa Dogwood	<i>Cornus kousa</i>
Rutger's Hybrid Dogwood	<i>Cornus x 'Cultivar'</i>
Smoketree	<i>Cotinus coggygia</i>
Washington Hawthorn	<i>Crataegus phaenopyrum</i>

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Green Hawthorne	<i>Crataegus viridis</i> 'Winter King'
Carolina Silverbell	<i>Halesia carolina</i>
Golden Rain Tree	<i>Koelreuteria paniculata</i>
Crape Myrtle	<i>Lagerstroemia indica</i> , <i>Lagerstroemia x fauriei</i>
Star magnolia	<i>Magnolia stellata</i>
Saucer Magnolia	<i>Magnolia x soulangeana</i>
Japanese Flowering Crabapple	<i>Malus floribunda</i>
Flowering Crabapple	<i>Malus hybrida</i>
Wax Myrtle	<i>Myrica cerifera</i>
Sourwood	<i>Oxydendrum arboreum</i>
Chinese Pistache	<i>Pistacia chinensis</i>
Purpleleaf Plum	<i>Prunus cerasifera</i> 'Pissardii'
Kwanzan Cherry	<i>Prunus serrulata</i> 'Kwanzan'
Weeping Cherry	<i>Prunus subhirtella pendula</i>
Okame Cherry	<i>Prunus x incam</i> 'Okame'
Yoshino Cherry	<i>Prunus x yedoensis</i>
Pussy Willow	<i>Salix discolor</i>
Chinese Elm	<i>Ulmus parvifolia</i>

3. Evergreen Trees:

Evergreen Trees (Large Maturing)	
Common Name	Scientific Name
Deodar Cedar	<i>Cedrus deodara</i>
Japanese Cedar	<i>Cryptomeria japonica</i>
Savannah Holly	<i>Ilex x attenuata</i> 'Savannah'
Eastern Red Cedar	<i>Juniperus virginiana</i>
Southern Magnolia	<i>Magnolia grandiflora</i>
Shortleaf Pine	<i>Pinus echinata</i>
Loblolly Pine	<i>Pinus taeda</i>
Japanese Black Pine	<i>Pinus thunbergiana</i>
Laurel Oak	<i>Quercus laurifolia</i>
Green Giant Arborvitae	<i>Thuja (standishii x plicata)</i> 'Green Giant'
American Arborvitae	<i>Thuja occidentalis</i>
Canadian Hemlock	<i>Tsuga canadensis</i>
Carolina Hemlock	<i>Tsuga caroliniana</i>
Evergreen Trees (Small Maturing)	
Common Name	Scientific Name
Hinoki Falsecypress	<i>Chamaecyparis obtusa</i> 'Filicoides'
Foster Holly	<i>Ilex x attenuate</i> 'Fosteri'
American Holly	<i>Ilex opaca</i>

Greenleaf Holly	<i>Ilex opaca</i> 'Greenleaf'
Yaupon Holly	<i>Ilex vomitoria</i>
'Emily Bruner' Holly	<i>Ilex</i> x 'Emily Bruner'
Nellie Stevens Holly	<i>Ilex</i> x 'Nellie R. Stevens'
Holly (large cultivars/varieties)	<i>Ilex</i> x 'Cultivar'
Little Gem Magnolia	<i>Magnolia grandiflora</i> 'Little Gem'
Virginia Pine	<i>Pinus virginiana</i>
Carolina Cherry Laurel	<i>Prunus caroliniana</i>
Emerald Arborvitae	<i>Thuja occidentalis</i> 'Emerald'

4. Shrubs:

Shrubs (Under 6 Feet)	
Common Name	Scientific Name
Glossy Abelia	<i>Abelia</i> x <i>grandiflora</i>
Wintergreen Barberry	<i>Berberis julianae</i>
Japanese Barberry	<i>Berberis thunbergii</i>
Purple Beautyberry	<i>Callicarpa dichotoma</i>
Flowering Quince	<i>Chaenomeles speciosa</i>
Japanese Falsecypress	<i>Chamaecyparis pisifera</i> 'Cultivar'

Spreading Euonymus	<i>Euonymus kiautschovicus</i>
Smooth Hydrangea	<i>Hydrangea arborescens</i>
Bigleaf Hydrangea	<i>Hydrangea macrophylla</i>
Oakleaf Hydrangea	<i>Hydrangea quercifolia</i>
Mountain Hydrangea	<i>Hydrangea serrata</i>
Dwarf Burford Holly	<i>Ilex cornuta</i> 'Burfordii Nana'
Chinese Holly	<i>Ilex cornuta</i> 'Cultivar'
Convexa Japanese Holly	<i>Ilex crenata</i> 'Convexa'
Japanese Holly	<i>Ilex crenata</i> 'Cultivar'
Little Leaf Japanese Holly	<i>Ilex crenata</i> 'Microphylla'
Roundleaf Japanese Holly	<i>Ilex crenata</i> 'Rotundifolia'
Dwarf Yaupon Holly	<i>Ilex vomitoria</i> 'Stokes Dwarf'
Chinese Juniper	<i>Juniperus chinensis</i> 'Cultivar'
Juniper	<i>Juniperus</i> sp.
Pfitzer Juniper	<i>Juniperus x pfitzeriana</i>
Drooping Leucothoe	<i>Leucothoe fontanesiana</i>
Leatherleaf Mahonia	<i>Mahonia bealei</i>
Nandina	<i>Nandina domestica</i> 'Cultivar'

Japanese Andromeda	Pieris japonica
Narrow Leaved English Laurel	Prunus laurocerasus 'Angustifolia'
India Hawthorn	Rhaphiolepis indica
Yeddo Hawthorn	Rhaphiolepis umbellata
Glenn Dale Azalea	Rhododendron x 'Cultivar'
Gunrei Satzuki Azalea	Rhododendron x 'Cultivar'
Kaempferi Azalea	Rhododendron kaempferi
Reeves' Spirea	Spiraea cantoniensis
Thunberg's Spirea	Spiraea thunbergii
Japanese Yew	Taxus cuspidata
Sandankwa Viburnum	Viburnum suspensum
Shrubs (Over 6 Feet)	
Common Name	Scientific Name
Aucuba	Aucuba japonica
Butterfly Bush	Buddleia davidii
Camellia	Camellia japonica
Sasanqua Camellia	Camellia sasanqua
Cleyera	Cleyera japonica
Twig Dogwood	Comus sericea

Thorny Elaeagnus	Elacagnus pungens
Winged Euonymus	Euonymus alatus
Greenspire Euonymus	Euonymus japonica
Border Forsythia	Forsythia x intermedia
Vernal Witch Hazel	Hamamelis vernalis
Common Witch Hazel	Hamamelis virginiana
Hybrid Witch Hazel	Hamamelis x intermedia
Panicle Hydrangea	Hydrangea paniculata
English Holly	Ilex aquifolium
Burford Holly	Ilex cornuta "Burfordii"
Chinese Holly	Ilex cornuta 'Cultivar'
Japanese Holly	Ilex crenata 'Cultivar'
Hetzi Japanese Holly	Ilex crenata 'Hetzii'
Inkberry Holly	Ilex glabra
Lusterleaf Holly	Ilex latifolia
Yaupon Holly	Ilex vomitoria
Emily Bruner Holly	Ilex x 'Emily Bruner'
Small Anise Tree	Illicium parviflorum

Chinese Juniper	<i>Juniperus chinensis</i> 'Cultivar'
Hollywood Juniper	<i>Juniperus chinensis</i> 'Kaizuka'
Laurel	<i>Laurus nobilis</i>
Japanese Privet	<i>Ligustrum japonicum</i>
Glossy Privet	<i>Ligustrum lucidum</i>
Loropetalum	<i>Loropetalum chinense</i>
Star Magnolia	<i>Magnolia stellata</i>
Wax Myrtle	<i>Myrica cerifera</i>
Northern Bayberry	<i>Myrica pensylvanica</i>
Fortune Tea Olive	<i>Osmanthus fortunei</i>
Fragrant Tea Olive	<i>Osmanthus fragrans</i>
Japanese Pittosporum	<i>Pittosporum tobira</i>
Podocarpus	<i>Podocarpus macrophyllus maki</i>
English Laurel	<i>Prunus laurocerasus</i>
Indian Azalea	<i>Rhododendron indica</i>
Bridalwreath Spirea	<i>Spiraea prunifolia</i> 'Plena'
Vanhoutte Spirea	<i>Spiraea x vanhouttei</i>
Oriental Arborvitae	<i>Thuja orientalis</i>
Doublefile Viburnum	<i>Viburnum plicatum f. tomentosum</i>

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Leatherleaf Viburnum	Viburnum rhytidophyllum
Laurustinus Viburnum	Viburnum tinus
Judd Viburnum	Viburnum x juddii

l. Impervious Surface Standards: The amount of on-site impervious surface areas shall be limited to the prescribed ratios set forth in § 5.8 of the UDO.

m. Open Space and Tree Preservation:

i. **Open Space:** A minimum of ten (10) percent of the site must be devoted to usable open space which may include greens, unaltered natural features, or other similar areas not covered by impervious surface as required in § 5.8 of the UDO. Required setbacks and buffer yards may be included in calculating this requirement. The Zoning Administrator may reduce this requirement for parcels (5) acres or less on a case-by-case basis. All open space shall be clearly labeled as such on any plans submitted for County review;

ii. **Tree Preservation:** All required setbacks and buffer yards shall be used as tree preservation areas. The provisions set forth in § 12.11 of the UDO, retention and protection of large trees, shall be required for all development within the Highway Corridor Overlay District. In addition, all canopy trees with a diameter (DBH) greater than twenty-four (24) inches shall be incorporated into the site plan unless there is no suitable alternative due to unavoidable grading, or because of required configuration of a street, driveway, sidewalk, permitted sign, essential utility or buildings. The following shall also apply:

1. Such trees may only be removed under one or more of the following conditions:

- a. The tree is unhealthy, diseased or dead;
- b. The tree causes a safety hazard to nearby buildings or pedestrian or vehicular circulation;
- c. The tree is of a species that may drop debris or sap that can significantly affect property;
- d. The tree is interfering with an existing underground utility line;
- e. The tree is located within the building envelope as determined by building placement standards within the UDO;
- f. The tree is causing significant structural damage to a building or other similar structure; and/or
- g. It is necessary to allow construction of a street or driveway essential for access to a parcel.

2. To ensure protection of existing trees, protection shall be provided around tree preservation areas and shall comply with the provisions set forth in § 12.11.4 of the UDO;

3. **Mitigation:** The requirements set forth in § 12.11 of the UDO shall apply. Any canopy trees with a diameter (DBH) greater than twenty-four (24) inches that are removed shall also be replaced with another similar tree elsewhere on the parcel. Any replacement tree within the Highway Corridor Overlay District shall have a minimum caliper of 2.0 inches when measured six (6) inches above ground with a minimum height of 10-12.

n. **Industrial Districts:** In general, the requirements of this subsection (7) shall apply to all industrial use. The following exceptions shall apply to industrial use:

1. **Setbacks:** When fronting the corridor, a front setback of (25) feet is permitted and preferred for buildings with an industrial use. The setbacks requirements set forth in § 5.4 of the UDO shall otherwise apply;

2. **Building Materials:** The building material requirements of § 2.1.3 of the UDO shall apply;

3. **Building Vernacular:** At a minimum, variation in architectural appearance is required for an industrial use fronting the corridor. Large expanse of blank exterior walls fronting the corridor shall be limited through the use of varied color, pattern, horizontal and vertical lines, or other architectural features; and

4. **Off-Street Parking:** For buildings with an industrial use fronting on the corridor, it is preferred that off-street surface parking is located primarily to the rear or side of the building it serves. However, for industrial use parking may also be located at the front of the building it serves. The parking area landscaping and screening requirements of this subsection (7) shall apply.

o. **Other Zoning Requirements:** To the extent that this subsection (7), establishing the Highway Corridor Overlay District, may contain land development standards and requirements that are inconsistent with or conflict with land development standards and requirements contained elsewhere in the UDO, including permitted uses of the zoning districts which underlie this overlay district, the more restrictive and stringent regulations shall be deemed controlling. Likewise, when any existing county ordinance is amended, the more restrictive provisions of such revised ordinance shall apply even if the provisions of this subsection (7) are more relaxed. All projects within the Highway Corridor Overlay District shall comply with all other applicable provisions of the UDO which are not in conflict with the preceding provisions of this subsection (7).

p. **Typical Corridor Cross Section:** The following Illustration 1.1 is a typical cross section along the Highway Corridor Overlay district./

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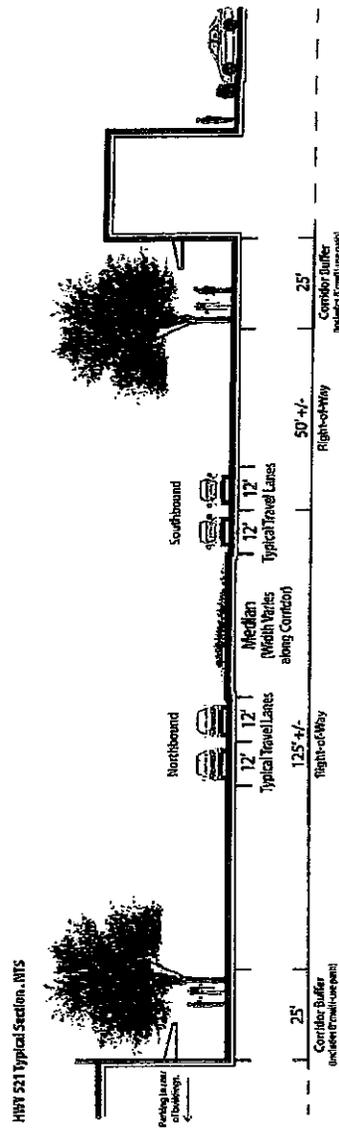


Illustration 1.1, Typical cross-section along Highway Corridor Overlay District.

Section 2. 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.

Section 3. Conflicting Provisions.

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

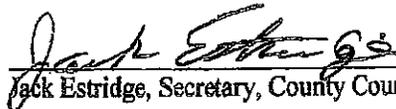
Section 4. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 9th day of June, 2014.

LANCASTER COUNTY, SOUTH CAROLINA


Larry McCullough, Chair, County Council

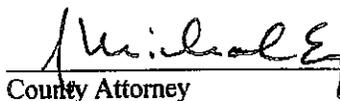

Jack Estridge, Secretary, County Council

ATTEST:


Debbie C. Hardin, Clerk to Council

First Reading: April 14, 2014
Second Reading: April 18, 2014
Third Reading: June 9, 2014

Approved as to form:


County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

DA-014-003 – Mattamy Carolina Corporation (Preserve at Tree Tops) has submitted an application to enter into a development agreement with Lancaster County. The site is located on Van Wyck Road (Tax Map 19, Parcel 33 & Tax Map 22, Parcel 7). {Public Hearing} pgs. 63-94

Penelope Karagounis

Planning Staff Report

I. Facts

A. General Information

Mattamy Carolina Corporation (Preserve at Tree Tops) has submitted an application to enter into a development agreement with Lancaster County. The site is located on Van Wyck Road (Tax Map 19, Parcel 33 and Tax Map 22, Parcel 7). The site contains approximately 622.48 acres. The current zoning of the property is PDD-6, Family Center/Tree Tops (Ordinance Number 464). The applicant is currently in the rezoning application stages to rezone the properties from PDD-6, to R-30P, Low Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District.

Eight Hundred Seventy-five (875) residential units are stated for the development schedule for the Preserve at Tree Tops. Under this development agreement, Mattamy Carolina Corporation (Preserve at Tree Tops) would be vested for ten 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 3

II. Findings

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

Exhibits:

- 1) Property Location
- 2) Development Agreement Process
- 3) Proposed Development Agreement
- 4) SCDOT Letter 4-22-14

Summary of Agreements

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

3. **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. PRIVATE ROADS.**
4. **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.**
5. **Developer agrees to install an asphalt overlay on Van Wyck Road from its intersection with U.S. 521 to the southern end of the Property or to work with the SC DOT to install the asphalt overlay with Developer contributing up to \$350,000 in upgrades to Van Wyck Road.**
6. **Developer agrees to maintain the landscaping at the entrances on Van Wyck Road to the residential portion of the Property and obtain any necessary easements therefore from the SC DOT.**
7. **The traffic study has been completed by Kimley-Horn and a third party reviewer has reviewed the traffic study. SCDOT sent a letter on April 22, 2014 stating the improvements needed before they approve the accesses to the proposed development on Van Wyck Road.**

III. Recommendation of Planning Staff

It is the recommendation of the planning staff that the above development agreement be approved. The Planning Commission will review the current text and make a recommendation for the Reserve at Tree Tops document. Then the recommendations of the Planning Commission are submitted to the Development Agreement Committee for its consideration. The Development Agreement Committee shall submit a report on the proposed agreement to Council, taking into consideration all relevant information. Upon receipt of the report from the Development Agreement Committee, Council takes such action as it deems appropriate. Action Council may take, includes, but is not limited to, no action or passage of an ordinance approving the proposed agreement.

Development Agreement Process

1. The proposed Development Agreement request, including map, project description, and requested items for a Development Agreement are submitted by the developer to the Clerk to Council. 663: Sec. 5(A).
2. The Clerk to Council sends the document to Council, Planning Commission, Planning Staff, Administrator and County Attorney. 663: Sec. 5.
3. The Planning Director reviews the documents, consulting with the County Attorney as needed, and staff (Staff from Fire, EMS, Public Works, Zoning and Planning) to develop a staff perspective to take to the Development Agreement Committee. 663: Sec. 5(C)(2).
4. The Clerk to Council is responsible for ensuring compliance with the notice requirements applicable to the consideration of development agreements.¹ 663: Sec. 5(E).
5. The Development Agreement Committee meets in executive session to review the proposed agreement and the Planning Director's report. The Development Agreement Committee determines its response to the proposed agreement. 663: Sec. 5(C).
6. The Development Agreement Committee's response is provided to the developer for comments and a reply.
7. When the developer and the Development Agreement Committee have agreed on a general framework, the proposed agreement then goes to the Planning Commission for its recommendations. 663: Sec. 5(D).
8. The recommendations of the Planning Commission are submitted to the Development Agreement Committee for its consideration.
9. The Development Agreement Committee shall submit a report on the proposed agreement to Council, taking into consideration all relevant information.
10. Upon receipt of the report from the Development Agreement Committee, Council takes such action as it deems appropriate. Action Council may take, includes, but is not limited to, no action or passage of an ordinance approving the proposed agreement. 663: Sec. 5(F).

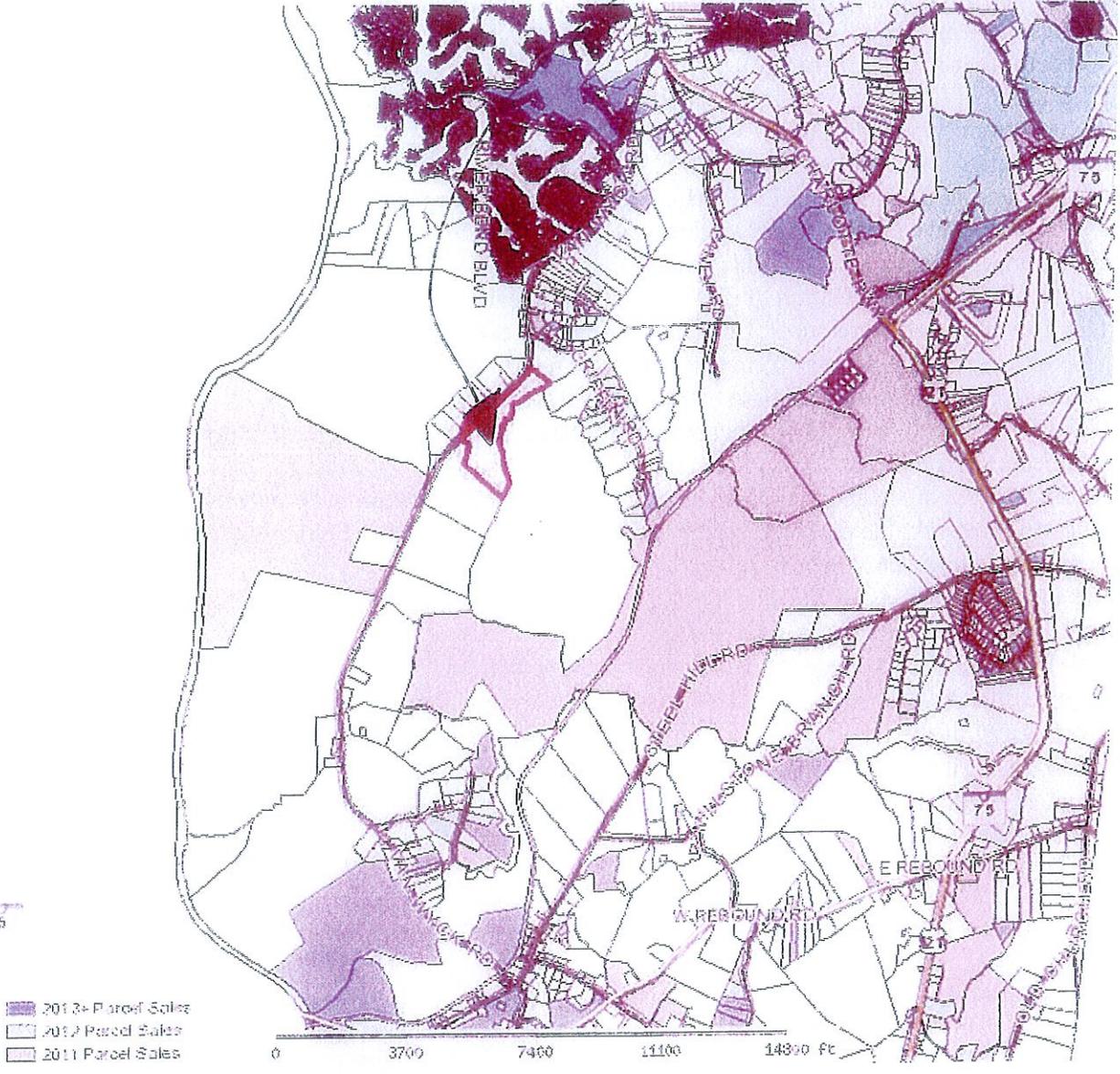
¹ Section 5(E) of Ordinance No. 663 provides for two public hearings on the proposed development agreement, one of which will be held by the Planning Commission and the second by the Council. Not less than fifteen (15) days' notice of the time and place of each hearing shall be published in at least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

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

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

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

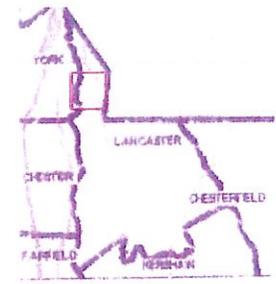
Exhibit 1



2013 Parcel Sales
 2012 Parcel Sales
 2011 Parcel Sales

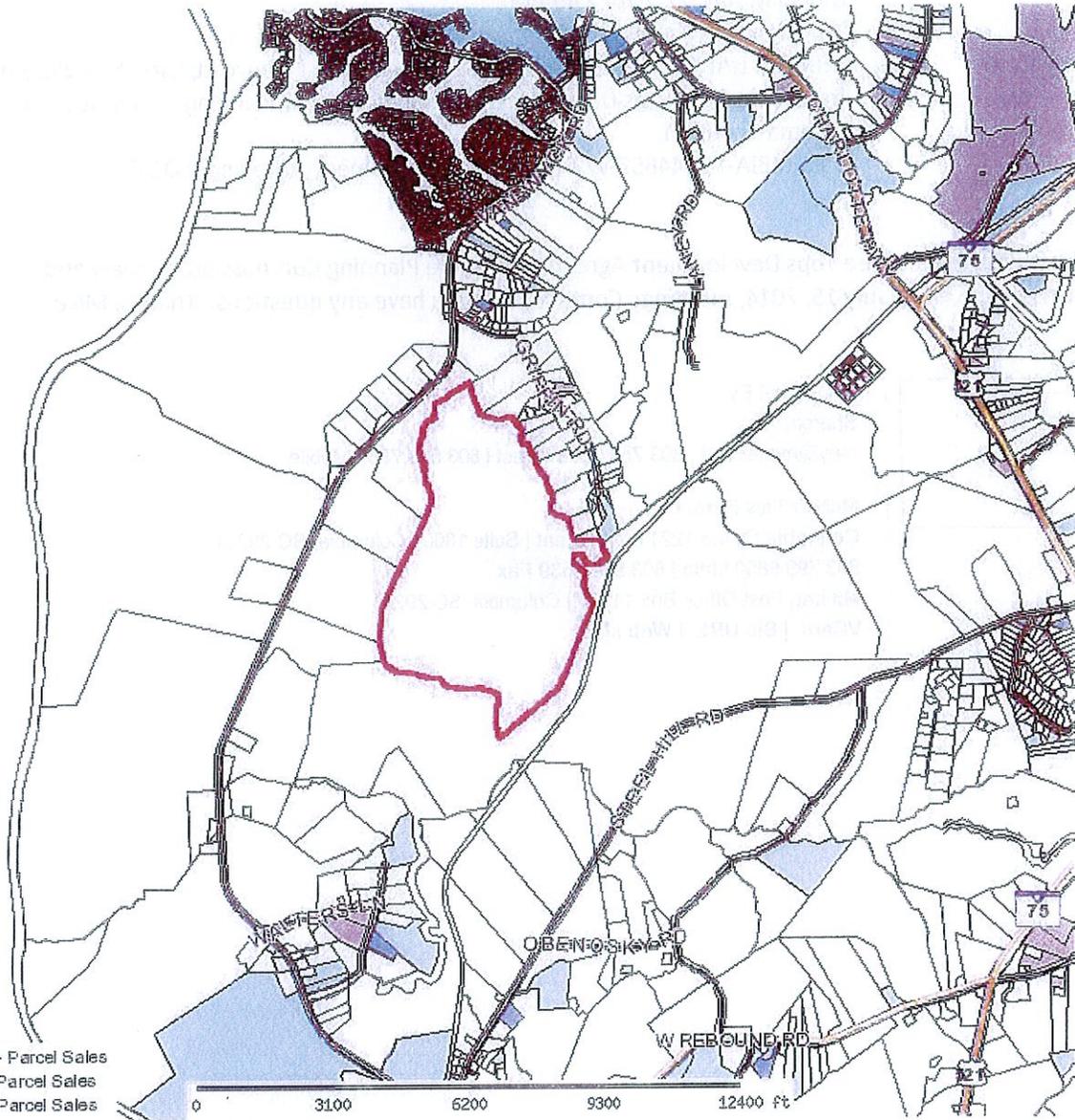
0 3700 7400 11100 14800 Ft

Lancaster County Assessor			
Parcel: 0019-00-033.00 Acres: 77.48			
Name:	FAMILY CENTER INC % STEVE BRACE	Land Value	\$581,100.00
Site:	HWY 54	Improvement Value	\$0.00
Sale:	\$0 on 07-1997 Vacant= Qual=2	Accessory Value	\$0.00
Mail:	6800 ST. PETER'S LANE	Total Value	\$581,100.00
	MATTHEWS, NC 28105		



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

Date printed: 02/03/14 : 15:23:04



■ 2014+ Parcel Sales
■ 2013 Parcel Sales
■ 2012 Parcel Sales

Lancaster County Assessor			
Parcel: 0022-00-007.00 Acres: 545			
Name:	FAMILY CENTER INC % STEVE BRACE	Land Value	\$4,087,500.00
Site:	9070 VAN WYCK RD	Improvement Val	\$80,200.00
Sale:	\$0 on 07-1997 Vacant= Qual=2	Accessory Value	\$156,300.00
Mail:	6800 ST. PETER'S LANE MATTHEWS, NC 28105	Total Value	\$4,324,000.00



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

Date printed: 07/08/14 : 11:34:49

Penelope Karagounis

Exhibit 3

From: Ey, Mike <MEy@MCNAIR.NET>
Sent: Thursday, July 03, 2014 2:49 PM
To: Penelope Karagounis
Cc: DEBBIE C HARDIN; Steve Willis; Steve Harper; Larry Honeycutt; Larry McCullough
Subject: Preserve at Tree Tops Development Agreement -- For Planning Commission Review and Recommendation
Attachments: COLUMBIA-#1144653-v7-Tree_Tops_Development_Agreement.DOC

Attached is a draft Preserve at Tree Tops Development Agreement for the Planning Commission's review and recommendations, if any, at its July 15, 2014, meeting. Contact me if you have any questions. Thanks, Mike.



J. Michael Ey
Shareholder
mey@mcnair.net | 803 753 3268 Direct | 803 513 7852 Mobile

McNair Law Firm, P.A.
Columbia Office 1221 Main Street | Suite 1800 | Columbia, SC 29201
803 799 9800 Main | 803 933 1539 Fax
Mailing Post Office Box 11390 | Columbia, SC 29211
VCard | Bio URL | Web site



COPY

Charleston County
Chester County
Chesterfield County
Fairfield County
Lancaster County
Union County
York County

April 22, 2014

Exhibit 4

Ms. Amy Massey
Kimley-Horn and Associates, Inc.
131 East Main Street, Suite 303
Rock Hill, South Carolina 29730

RE: Traffic Impact Study – Tree Tops
Lancaster County

Dear Ms. Massey:

We are in receipt of KHA's response to the SCDOT review of the TIA, the counties 3rd party review, and KHA's response to it. We appreciate the professionalism and desire of all parties to find the best solution and mitigation steps to take based on the traffic that will be produced from this potential future development.

After careful consideration and review of all information presented to the SCDOT, and based on our onsite observations, the following items will be necessary before we can approve the accesses to the proposed 800 home development on Van Wyck Road:

1. A left turn lane, 200 feet of storage and appropriate taper at access 1.
2. A left turn lane, 200 feet of storage and appropriate taper at access 2.
3. Extension of the existing storage of the left turn lane on Van Wyck at US-521 to at least 200 feet.
4. Addition/Extension and modification of the existing roadway into a second left turn lane on Van Wyck at US-521 of at least 200 feet.
5. A complete signal plan showing the changes that will be necessary to turn the leg of Van Wyck from a single left configuration to a dual left.
6. Any necessary changes to signal heads, conduits, loops that may be necessary to the signal to make this possible.
7. All widening necessary for the lanes described above (i.e. transitional widening).

Any and all timing changes are not expected to be made by the developer, but will be done by the SCDOT when justified by traffic volume growth in the area, and when the actual traffic exists to warrant such a change.

In addition, I wanted to provide additional information obtained after the recent meeting between you, the developer and me regarding improvements to Van Wyck Road. Upon review, we found this road to rank outside any expected road improvement funding in the near future.

Ms. Amy Massey
Page Two
April 22, 2014

However, the Department is willing to partner in some way to accomplish road pavement improvements. Should the developer wish to pursue the discussed improvements, we suggest they work with Lancaster County to obtain Lancaster's concurrence to partner in this process regarding the rehabilitation of this roadway. As timing is critical to make rehabilitation of this roadway a success, the developer will also need to provide SCDOT a time frame so that we can know when to expect the funds necessary for the resurfacing. The details of the partnership would be worked out in an agreement.

Thank you again for allowing us to review this Traffic Impact Analysis. We look forward to continuing to work with your developer in the near future as he provides the necessary information, and permits necessary to accomplish the aforementioned work.

Sincerely,



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

JMM:jha

- cc: Penelope Karagounis, Lancaster County Planning Director
- Tim Coey, Bayard Realty
- ecc: John McKay, SCDOT Lancaster Resident Maintenance Engineer
- Daniel Hopkins, SCDOT
- Wayne Joyner, SCDOT

File: D4/TE/MGS/VME

For Planning Commission Review and Recommendation
at its
July 15, 2014 Meeting

Draft Agreement

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

STATE OF SOUTH CAROLINA)	DEVELOPMENT AGREEMENT
)	
COUNTY OF LANCASTER)	PRESERVE AT TREE TOPS

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

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately six hundred twenty-two and 48/100 (622.48) acres, more or less, located in the County and known as the Preserve at Tree Tops development and more fully described in Section 1.04 of this Agreement ("Property").

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

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

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

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

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

ARTICLE I

GENERAL

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

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

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

(2) “Agreement” means this Development Agreement.

(2A) “Agreement Date” means [DATE OF THIRD READING APPROVAL] , 2014.

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

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

(5) “Developer” means Mattamy Carolina Corporation, a North Carolina corporation, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(7) Reserved.

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

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

(10) “Ordinance No. 2014-1266” means Ordinance No. 2014-1266 of the County zoning the Property R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

(11) Reserved.

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

(13) Reserved.

(14) “Parties” means County and Developer.

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

(16) Reserved.

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

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

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

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

Section 1.05. Zoning. The Property is zoned R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District pursuant to Ordinance No. 2014-1266.

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

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in the UDO apply.

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

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

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. “Good cause” includes, but is not limited to, changes in market conditions.

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

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

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

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

(C) Developer acknowledges and agrees that it and its successors and assigns (*i*) are responsible for the development of the Property when Developer acquires title to or development

rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement.

Section 1.10. Term. The term of this Agreement commences on the Agreement Date and terminates ten (10) years thereafter.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is more than two hundred and fifty (250).

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

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

ARTICLE III

DEVELOPMENT RIGHTS

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2014-1266, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

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

Section 3.01A. 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 Preserve at Tree Tops development is twenty-two feet (22').

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. 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. Payment. Developer agrees to pay to the County for the benefit of the Lancaster County School District Five Hundred and No/100 dollars (\$500.00) for each lot created from the Property for residential dwelling units (the "School Payment"). Except as otherwise provided in this section, from the Agreement Date until the end of the one hundredth seventeenth (117th) 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 one hundredth seventeenth (117th) month, Developer agrees to pay County by the end of the one hundredth eighteenth (118th) 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 Preserve at Tree Tops development, whether subdivided or not, the Developer shall pay not later than closing on the sale an amount equal to Five Hundred and No/100 dollars (\$500.00) times the number of lots associated with the portion of the Preserve at Tree Tops development that is sold. The School Payment is separate and distinct from any fees or amounts payable to the County for a building permit. Monies received from the School Payment shall be remitted by the County to the Lancaster County School District by the end of the month following the month in which the School Payment is received by the County. Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, "Developer" means Mattamy Carolina Corporation, a North Carolina corporation, and does not include its successors or assigns.

Section 4.01B. Funds for Public Safety. Developer agrees to pay County the sum of five hundred thousand dollars (\$500,000.00) by July 1, 2015 to be used for public safety purposes (the "Public Safety Payment"). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is in 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 September 30, 2014, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) 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 to 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)(a) Developer is responsible for all construction and maintenance, and the costs thereof, associated with the roads within the Property. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(b) In addition to meeting any other applicable requirement in the UDO, Developer agrees to install an asphalt overlay on Van Wyck Road from its intersection with U.S. 521 to the southern end of the Property or to work with the South Carolina Department of Transportation to install the asphalt overlay with Developer contributing up to three hundred fifty thousand dollars (\$350,000) in upgrades to Van Wyck Road. If the asphalt overlay has not been installed by July 1, 2017, then Developer shall pay to County three hundred fifty thousand dollars (\$350,000) to be held by County for payment to the South Carolina Department of Transportation to offset part or all of the costs of upgrading Van Wyck Road.

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

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

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

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary sewer service infrastructure within the Property and the sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewer service or sewer service infrastructure.

Sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing sewage treatment and disposal services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

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

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

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

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

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

(I) Fire Services. The Property is located in the Charlotte Road – Van Wyck Road Fire Department service area and fire services will be provided by the Charlotte Road – Van Wyck Road Fire Department, or its successor entities. Developer acknowledges that the Charlotte Road – Van Wyck Fire Department provides services by the use of volunteers.

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

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

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

ARTICLE V

MISCELLANEOUS

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

- To the County: County of Lancaster
Attn: County Administrator
101 N. Main St.
P.O. Box 1809
Lancaster, SC 29721
- With a Copy to: County of Lancaster
Attn: County Attorney
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC
- And to Developer: Mattamy Carolina Corporation
Attn: Robert Kardos
2401 Whitehall Drive, Suite 700
Charlotte, NC 28273
- With a Copy to: Mattamy Carolina Corporation
Attn: Hamilton Stolpen
2401 Whitehall Drive, Suite 700
Charlotte, NC 28273
- With a Copy to: Mattamy Carolina Corporation
Attn: Rick Stevens
400 Park Avenue, Suite 220
Winter Park, FL 32789

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 the Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Monday, August 30, 2014, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

Mattamy Carolina Corporation,
a North Carolina corporation

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

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

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Larry McCullough, Chair, County Council
Date: _____

By: _____
Jack Estridge, Secretary, County Council
Date: _____

Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

(NOT APPLICABLE)

**Exhibit C
Development Schedule**

Exhibit 3

<u>Years</u>	<u>Residential</u>
1	75 units
2	100 units
3	100 units
4	100 units
5	100 units
6	100 units
7	100 units
8	100 units
9	<u>100 units</u>
Total	875 units

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

NOTE: County and Developer acknowledge that development of the Property is limited to 875 residential units.

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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, Thompson Child & Family Focus, a North Carolina not-for-profit corporation, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

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

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

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

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

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

- (I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).*
- (J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.*
- (K) *a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.*
- (L) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.*
- (M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Section 3.01(B) and Exhibit E.*
- (N) *a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.*
- (O) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.*
- (P) *a provision [relating to the amendment, cancellation, modification or suspension of the agreement]. See Section 5.02.*
- (Q) *a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.*
- (R) *a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.*
- (S) *a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Register of Deeds. See Section 5.07.*
- (T) *a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement. See Section 1.09(A).*

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

Exhibit E
Laws and Land Development Regulations

Exhibit 3

1. Ordinance No. 2014-1266 zoning the Property R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.
2. Ordinance No. 2014-____, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Rezoning application of Ronald Bell, Sr. to rezone ± 1.0 acre from R-30, Low Density Residential/Agricultural District to R-30S, Low Density Residential/Manufactured Housing/Agricultural District. **RZ-014-019** {Public Hearing}
pgs. 95-110 TMS #107-00-002.03

Alex Moore

PLANNING STAFF REPORT: RZ-014-019 (Ronald Bell, Sr.)

I. Facts

A. General Information

Proposal: This is the rezoning application of Ronald Bell, Sr. to rezone ± 1.0 acre from R-30, Low Density Residential/Agricultural District to R-30S, Low Density Residential/Manufactured Housing/Agricultural District. It should be noted that the subject parcel currently consists of ± 3.564 acres of land. The applicant proposes to subdivide ± 1.0 acre (for the placement of a mobile home) from the existing ± 3.564 acre tract prior to the potential third reading of this rezoning application by Lancaster County Council. Thus, this rezoning application is for “part-of” parcel TMS 107-00-002.03 as designated on the attached location map (Exhibit 2).

Property Location: The property is located between Demount Road and Great Falls Highway.

Legal Description: TMS # 107-00-002.03

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

Voting District: District 4, Larry Honeycutt

B. Site Information

Site Description: The subject parcel is located along the southern edge of Demount Road in Lancaster County, South Carolina (a portion of TMS # 107-00-002.03), $\pm 1,000$ feet southwest of the intersection of Demount Road and Great Falls Highway. The applicant is requesting to rezone ± 1.0 acre of the overall ± 3.564 acre tract.

C. Vicinity Data

Surrounding Conditions: To the north, all adjacent properties are zoned R-30, Low Density Residential/Agricultural District. To the south, the adjacent properties are zoned R-30, Low Density Residential/Agricultural District. To the east, the adjacent properties are zoned R-30, Low Density Residential/Agricultural District. To the west, the adjacent properties are zoned R-30, Low Density Residential/Agricultural District.

D. Exhibits

1. Rezoning Application
2. Location Map
3. Tax Inquiry Sheet
4. UDO – Section: 4.1.12, Manufactured Homes
5. Table of Uses

II. Findings

Code Considerations:

The R-30, Low Density Residential/Agricultural District, is designed to accommodate single-family residential developments (not including manufactured housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet if a septic system is used or 100 feet if on central water and sewer.

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

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

III. Conclusions

The facts and findings of this report show that the property referenced as TMS # 107-00-002.03 in Lancaster County, SC is designated as *residential* on the Lancaster County Future Land Use Map. It should be noted that there is currently no designation for manufactured housing on the Lancaster County Future Land Use Map. Presently, the surrounding properties consist of unimproved land, five parcels containing manufactured homes and three parcels containing site built single-family detached homes.

The proposed rezoning to R-30S, Low Density Residential/Manufactured Housing/Agricultural District would permit either single-wide or multi-wide manufactured housing units within the parameters of Section 4.1.12, Manufactured Homes (See the attached Exhibit 4).

This proposed zoning map amendment would create a smallish, R-30S zone of ± 1.0 acre at this location. Thus, the concept of "spot zoning" should be addressed. The South Carolina Supreme Court has defined spot zoning as the process of singling out a small parcel of land for use classification totally different from that of the surrounding area, for the benefit of the owners of that property *and to the detriment of other owners*.

However, the South Carolina Supreme Court has noted that upon review, even if a proposed map amendment constitutes spot zoning, the person attacking such an action bears the burden of showing the zoning decision is arbitrary, unreasonable, and unjust.

The existing conditions of this immediate vicinity would lend appropriateness to the additional land uses allowed under the proposed R-30S zoning district. There are no less than five existing manufactured homes on adjacent parcels. Additionally, the lots in the area are relatively large with the smallest parcel containing a manufactured home being just over half-acre in size.

In sum, it is the opinion of planning staff that this proposed rezoning would be appropriate and reasonable for this location, as well as equitable for adjacent landowners.

IV. Recommendation:

It is therefore the recommendation of the Planning Staff that the rezoning request for the property referenced as TMS # 107-00-002.03 be approved.

LANCASTER COUNTY
SOUTH CAROLINA

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

Do Not Write In This Box

Application No. RZ 014-019 Date Received 5/28/14 Fee Paid _____

1. The application is for amendment to the: (check one)
- District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
- Ordinance Text (fill in items # 8 & 9 only)
2. Give either exact address or tax map reference to property for which a district boundary change is requested: Demount Rd. 1 acre pl0 107-00-002.03
3. How is this property presently designated on the map? R30
4. How is the property presently being used? vacant
5. What new designation or map change do you purpose for this property? R30S
6. What new use do you propose for the property? Manufactured Home

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

7. Does the applicant own the property proposed for this change? YES NO If no, give the name and address of the property owner and attach notarized letter from property owner:
- _____
- _____
8. If this involves a change in the Ordinance text, what section or sections will be affected? NA
- _____
9. Explanation of and reasons for proposed change: Applicants currently live in Charlotte, N.C. want to place Manufactured home on property.
(use back of form if additional space is needed)

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

APPLICANT'S NAME (PRINT)
Ronald Eugene Bell Sr.
Ronald Eugene Bell
ADDRESS:
4335 Welling Ave.
Charlotte, N.C. 28208

Ronald Eugene Bell Sr.
SIGNATURE

Phone: 704-398-0078
704-724-9502



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 June 25, 2014 and serves as written notice to the owner of record of the following property: TMS # 107-00-002.03 (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.

Ronald E. Bell Sr.
Signature

Ronald E. Bell Sr.
Printed Name

6/25/2014
Date

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

Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date

TITLE NOT EXAMINED

INST. # 6481

BOOK P12 PAGE 32

State of South Carolina, }
County of Lancaster

TITLE TO REAL ESTATE

Know All Men by These Presents, That IOLA B. CUNNINGHAM, RUSSELL F. BELL, SR.,
and MARY B. BENSON

hereinafter referred to as grantor for and in consideration of the sum of

Five and No/100 (\$5.00) Dollars, love and affection

XORXXXX

to grantor paid by RUSSELL F. BELL, JR. and RONALD E. BELL, SR.

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

"ALL that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, about seven (7) miles southwest of the City of Lancaster, on the North side of South Carolina Highway 200 (formerly known as Highway 93), containing ten and eighty-five hundredths (10.85) acres, more or less, fronting South on South Carolina Highway 200 for a distance of nine hundred fifty-one and eight hundredths (951.08) feet and being shown and described on plat of survey made by R. H. Iseley, RLS, dated September 1, 1976, entitled "PLAT OF PROPERTY OF ROBERT A. BELL -- RUSSELL F. BELL -- MARY BENSON -- IOLA B. CUNNINGHAM" and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 2580, reference to said plat is craved for a more minute description."

Being property conveyed to Robert A. Bell, Russell Bell, Mary B. Coleman (one and the same as Mary Benson), and Iola B. Cunningham by deed of Minnie Rollins, recorded March 7, 1945, in the Office of the Clerk of Court for Lancaster County, South Carolina in Deed Book P-3, page 403. Robert Bell, died testate a resident of Washington, D.C., devising his interest in the above described property to Iola B. Cunningham, Russell F. Bell, Sr. and Iola B. Cunningham.

The Address of the Grantees is:

1848 Middlebridge Drive
Silver Spring, Maryland 20906

ASSESSOR'S OFFICE

Received 10-12-94
Tax Map Code 107-2
Or Portion Of _____

FILED
OFFICE OF CLERK
OF COURT
Oct 12 11 06 AM '94
CLERK OF COURT
LANCASTER COUNTY, S.C.

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

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

BOOK 112 PAGE 33

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

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

WITNESS the Grantor's Hand and Seal this 22nd day of September, 19 94,

and in the two hundred and eighteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Ruella Y. Jones
Ruella Y. Jones
Witness

Lynda L. Mangum
Lynda L. Mangum
Witness

Iola B. Cunningham (Seal)
IOLA B. CUNNINGHAM

Russell F. Bell Sr. (Seal)
RUSSELL F. BELL, SR.

Mary B. Benson (Seal)
MARY B. BENSON

III
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heirs

WASHINGTON, DISTRICT OF COLUMBIA

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

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

SWORN to before me, this

22nd day of September, 19 94

Lynda L. Mangum (Seal)
Lynda L. Mangum
Witness

Ruella Y. Jones
Ruella Y. Jones
Witness

Notary Public of ~~South Carolina~~
My Commission Expires May 31, 1998
My Commission Expires:

The
184
S11

WCT

State of South Carolina,
County of Lancaster

TO
IOLA B. CUNNINGHAM, RUSSELL F. BELL, SR. and MARY B. BENSON
RUSSELL F. BELL, JR. and RONALD E. BELL, SR.

TITLE TO REAL ESTATE

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

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

I hereby certify that the within Deed has been this 12th day of October A.D. 1994, Recorded in Book _____ of Deeds, page 18-38
Cheryl H. Morgan Auditor of the State and County aforesaid.

COPYRIGHT © 1980
TREFRYST
LANCASTER, S.C.

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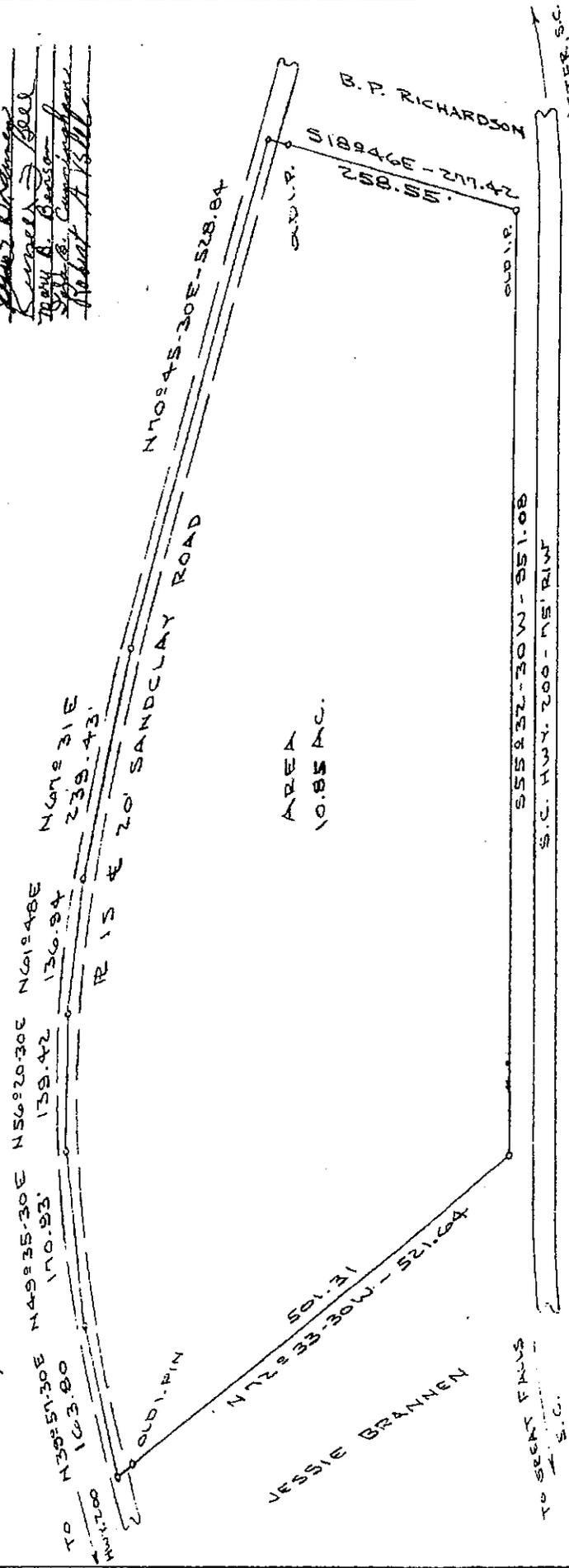
FILED
OFFICE OF CLERK OF COURT

JAMES HOWZE
1976 SEP-3 AM 11:33
Flat # 2580
CLERK OF COURT
LANCASTER COUNTY, S.C.

NOTE

THE WESTERN PROPERTY
LINE OF THIS TRACT IS
A LINE OF MUTUAL AGREEMENT

Robert A. Bell
Robert A. Bell
Robert A. Bell
Robert A. Bell



AREA
10.85 AC.

ROBERT A. BELL - RUSSELL F. BELL - MARY BENSON - IOULA B. CUNNINGHAM
LOCATED

7 MILES SOUTH WEST
LANCASTER, S.C.

LANCASTER COUNTY
SCALE 1" = 100'

SURVEY BY:
R. H. [Signature]

SEPTEMBER 1, 1976

EXHIBIT 2: LOCATION MAP
RZ-014-019: SCHEMATIC OF PROPOSED +/- 1.0 ACRE LOT
WITHIN TMS 107-00-002.03



DEMOUNT

GREAT FALLS

HARDEE

0107-00-002.03



M Parcel ID: 0107-00-002.03
 Account: 79586
 Sticker #:
 Location: HWY 200 Lancaster
 Land Use: NLN - LandOnly
 Owner #1: BELL RONALD E SR
 Card: 1/1
 District: 01 - County
 Ent. Parcel Area: 3,564 - AC
 Neigh: 05 - 05
 Own Type:

Market Adj Value

	Current	Year 2013	Legal Description
Calc. Land Area:	3,560	3,560	
Full Market Value:	23,200	23,200	
Full Land Value:		21,390	
Building Value:			
Yard Items:			
Land Value:	23,200	23,200	
Total Value:	23,200	23,200	
Assessed Value:	1,392	1,392	
Capped Total:	21,390	21,390	

Sales Information
 Grantor: BELL RUSSELL F JR & RONALD E SR
 Sale Price: 5
 Sale Date: 9/22/1994
 Legal Ref: P012-0032
 Validity: 9R
 Sold Vacant: No
 Reval / Market Districts: 03
Narrative Description

Office Notes Notes
 Open 7/7/2014 1:24 PM 79586 Quick

Indexed By Parcel ID Card #

Add Mod Del Save Cancel

Cost: \$23,200

Parcel ID: 0107-00-002.03 Card: 1 of 1 Location: Hwy 200 Lancaster

Current Ownership

Title	Last Name	First Name	Res ex	% Own	Type
#1:	BELL RONALD E SR				
#2:					
#3:					

Street #1: 4335 WELLING AVE Home Phone:

Street #2: Cell Phone:

City/Town: CHARLOTTE Work Phone:

Province/State: NC Postal: 20208-0000 Email:

Country: Account Type:

D.O.B.: MM/DD. Legal Reference:

Owner Occupied: Sale Date: 9/22/1994 Owner Lookup Number: 28450

Separate Bill: Valid Owner: Private Info:

Prior Owner ID/Factors/Taxes

More Owners Other Parties

Sales Exemptions

Open 7/7/2014 1:24 PM

79586 QuickLI

Windows taskbar with icons for Start, Internet Explorer, and other background applications.

EXHIBIT 3

Section 4.1.12 Manufactured homes.

The setup, location, and movement of a manufactured home not in a manufactured home park shall meet the following requirements:

1. As used in this ordinance, the term "mobile home" or "manufactured home" shall be interpreted to mean a vehicle or structure that is designed to be movable on its own chassis for conveyance on public thoroughfares and designed without a permanent foundation. A manufactured home may consist of one or more components that can be disassembled for towing purposes or two or more units that can be towed separately, but designed to be attached as one (1) integral unit. All manufactured homes produced since June 15, 1976, must be inspected by the Department of Housing and Urban Development during the manufacturing process and display an emblem of approval on the manufactured home. No manufactured home produced before June 15, 1976, shall be brought into and located in the county. The manufactured home dimensions shall be a minimum of 32 feet in length and eight feet in width. Placement of this type of dwelling/residence on a permanent foundation does not constitute a change in its classification. For the purpose of this ordinance, a manufactured home used for business purposes or classrooms are subject to the requirements of subsection 6. of this section.
2. Scope and jurisdiction.
 - a. Sworn law enforcement personnel of the county shall assist the building and zoning department in the enforcement of all applicable requirements of this section and ordinance upon reasonable request and notification.
 - b. Upon notice from the building and zoning official, placement of a manufactured home contrary to the provisions of this section shall be immediately ceased. Such notice shall be in writing and shall be transmitted to the mover of the manufactured home in violation. Notice shall state the violation and the conditions under which the violation shall be corrected. Written notice shall be sufficient if mailed by registered mail, hand delivered, or accepted by an agent or relative of the owner of the manufactured home in violation.
 - c. It shall be unlawful for any public utility to provide service to any manufactured home where a permit is required under this ordinance prior to the issuance of required permit(s) or to maintain any such service upon notification by the building and zoning official that such violation was made against the provisions of this ordinance. This service restriction includes temporary connections for installation purposes.
3. Permit administration.
 - a. It shall be unlawful for any person to place a manufactured home on a lot without filing an application with the building and zoning department and obtaining the necessary permit. Each application for a permit shall be made on a form required by the building and zoning department. Part of this process includes a site inspection and a verification of the assigned 911 address. Such a permit shall be valid for six months from the day it is issued.
 - b. The building and zoning department shall make every reasonable effort to assist an applicant in completing the application forms; however, the applicant for such a permit is fully responsible for supplying and entering complete and accurate information on the application forms. If the application is deemed incomplete, inaccurate, or nonconforming to the provisions of this or other pertinent ordinances, the building and zoning department may reject such application in writing and indicate what action the applicant must take to comply with these regulations.
 - c. Upon approval of a manufactured home permit involving placement, the building and zoning department shall issue a placement decal or card which shall be permanently affixed to the manufactured home by the owner. Upon approval of a manufactured home involving movement within or from Lancaster County, the building and zoning department shall issue a moving permit which shall be conspicuously displayed on the rear of the manufactured home while it is being moved.
4. Permit fees.
 - a. No permit shall be issued by the building and zoning department until the appropriate fee for the placement/setup/moving of any manufactured home or the appropriate fee for moving any manufactured home, out of the county, has been paid in full.
 - b. When, as a result of incomplete applications, violations, or errors of permit holder/applicant, additional inspections must be performed, the permit holder/applicant shall pay an additional fee of \$25.00 for each additional inspection thereafter.
 - c. Where any activity regulated by this ordinance is commenced prior to issuance of the required permits, the applicable permit fee shall be doubled.
 - d. The Lancaster County School District shall be exempt from paying the fees established by this subsection only.
 - e. If a manufactured home is located on a parcel without meeting all the regulations contained in this ordinance, then the mover of the manufactured home (not the property owner) shall be fined accordingly and it shall be the responsibility of the mover to correct the situation. Such a mover may also be fined for any other reason the building and zoning official believes is the responsibility of the mover.
5. Requirements.
 - a. Such structures shall be occupied as residences unless otherwise specified by this ordinance.
 - b. One (1) manufactured home and one (1) single-family detached home shall be allowed to occupy the same lot provided one (1) of the homes shall be owner occupied and each home shall have separate and independent utility (i.e., electric, gas, water, sewer) facilities situated on a minimum lot size of 1.5 acres (65,340 square feet). One of the two (2) units shall be maintained as an owner occupied unit and only one (1) of these two (2) structures shall be a manufactured home. At no time shall both units become rental units.
 - c. The manufactured home shall not be located within the required yard space of the single-family dwelling and at least 20 feet from the other dwelling or manufactured home.
 - d. All tires and rims shall be removed from the manufactured home. The only exception to this requirement shall be for a manufactured home which is used for a temporary dependent care residence, or for a temporary emergency, construction or repair structure. To receive this exemption, the conditions for either a temporary dependent care residence or a temporary emergency, construction, or repair structure shall be met prior to any permits being issued.
 - e. Manufactured homes shall be supported, properly tied down and underpinned as specified by the Uniform Standards Code for Manufactured Housing and Regulations (SC Code Ann. Section 40-29-10 et seq., at amended) and (23 SC Code Ann. Regs. 19-425 et seq.).

The manufactured home shall be completely underpinned at the time the last inspection is conducted and prior to the final power permit being issued. If this is not complete, the certificate of completion shall not be issued by the building and zoning department.

Manufactured homes shall be oriented on the site so that the front door faces the road from which the site has its access. This requirement shall apply to all lots located in manufactured home parks and subdivisions.

Exception to the above is:

- f. Manufactured homes placed in the floodplain shall meet the floodplain ordinance requirements.
 - g. Properly constructed steps and landings with minimum dimensions of three (3) feet by three (3) feet of masonry or weather resistant material shall be installed at each entrance and exit (as per section 1012.1.6 or 1997 SBC). If a manufactured home is installed at a height that any portion of the land or deck is more than thirty (30) inches above finished grade, handrails and guardrails of weather resistant material must be provided with a minimum height of thirty-six (36) inches and no more than four (4) inches between pickets (as per 1997 SBC).
 - h. Manufactured homes shall be connected to properly installed sewage disposal systems, potable water supply, approved electric service supply as per the most recent edition of SCDHEC regulations, Standard Plumbing Code, National Electric Code, etc. All utilities shall be either overhead or underground.
 - i. All existing manufactured homes, including those that do not meet the formal definition of such, shall meet the requirements specified by this section within 180 days of the effective date of this ordinance.
 - j. Manufactured homes shall not be used for storage space.
 - k. Manufactured homes built prior to June 15, 1976 shall not be disconnected from power and then reconnected. Therefore, such manufactured homes shall not be moved from one site in the county to another.
6. Modular units as special occupancies.
 - a. Modular units may be used for temporary offices provided the owner or lessee obtains a "temporary certificate of zoning compliance" and "certificate of occupancy" from the building and zoning department and is registered with the county. The placement and installation of modular homes for temporary use shall meet the requirements of such use as per the standard applicable codes or ordinances.
 - b. Provided the use or location does not violate provisions of this ordinance and the owner or lessee obtains a "certificate of occupancy" signed by the building and zoning department, a modular unit, intended and used as an office or other relevant approved use, may be used for said purposes and must be registered with Lancaster County and meet all applicable standard codes for use. Said use shall meet all applicable standard codes for occupancy.
 - c. A modular unit may be used as a classroom by a school or religious institution, provided it is registered with Lancaster County and meets all applicable requirements of the standard codes and ordinances of the county.
 7. Moving permits required.
 - a. Moving permits shall be filed on forms provided by the building and zoning department. The moving permit shall be issued when all taxes due on the manufactured home have been paid. The permit shall be valid for 15 days with an extension approved by the building and zoning department for just cause; however, any such extension shall not exceed 15 days.
 - b. The manufactured home moving permit shall accompany the manufactured home while it is being moved. The permit shall be displayed on the rear of the manufactured home in a conspicuous place. It shall be the duty of the transporter that the requested moving permit is properly displayed and accompanies the manufactured home while in transport.
 - c. A manufactured home dealer or other agency repossessing a manufactured home under a security agreement, or upon receipt of a legal repossession document from the principal of the security agreement, may move a manufactured home from where it is located and relocate it to a secure location within Lancaster County until a moving permit can be obtained, not to exceed 15 days. Under no circumstances shall the manufactured home leave the boundaries of the county until all taxes and other county liens are satisfied and a moving permit is issued.
 - d. When a dealer moves a manufactured home for rental purposes.
 8. Permits not required.
 - a. A manufactured home dealer brings a Class A or Class B manufactured home into Lancaster County for resale purposes. No Class C manufactured homes shall be allowed to be moved into and located in the county.
 - b. A manufactured home dealer delivers a manufactured home that is sold from the sales lot.

(Ord. No. 323, 2-1-99; Ord. No. 362, 1-31-00; Ord. No. 412, 12-18-00; Ord. No. 561, 8-25-03; Ord. No. 1023, 4-12-10; Ord. No. 1035, 6-7-10)

RESIDENTIAL R-30 / UPDATED 1/22/07**USES PERMITTED:**

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

CONDITIONAL USES:

1. **Temporary Dependent Care Residences**
2. **Temporary emergency, construction, and repair residence**
3. **Home Occupation**
4. **Bed and Breakfast**
5. **Commercial**
6. **Gasoline Service Station**
7. **Convenience Store with Fuel**
8. **Convenience Store without Fuel**
9. **Private or Commercial Horse Stables**
10. **Recycling Facilities, Convenience Centers and Resource Recovery Facilities**
11. **Wireless Communication Towers (i.e. Cellular
Communications)**

USES REQUIRING REVIEW BY THE PC:

1. **Elementary or Secondary School**
2. **College, University or Professional School**
3. **Library**
4. **Police Station**
5. **Fire Station**
6. **Ambulance Service/Rescue Squad**
7. **United States Postal Service Facility**
8. **Electricity, Water, Sewer, and Petroleum Distribution/Collection
Facilities and Services**

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

USES PERMITTED:

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

CONDITIONAL USES:

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

USES REQUIRING REVIEW BY THE PC:

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

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

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

)
)

**Rezoning application of Steve Willis/Lancaster County to rezone ±5.57 acres from B-3, General Commercial District to I-1, Light Industrial District. RZ-014-020 {Public Hearing} pgs. 111-127
TMS #0032-00-018.00**

Alex Moore

PLANNING STAFF REPORT: RZ-014-020 (Steve Willis representing Lancaster County)

I. Facts

A. General Information

Proposal: This is the rezoning application of Steve Willis/Lancaster County to rezone ± 5.57 acres from B-3, General Commercial District to I-1, Light Industrial District.

Property Location: The property is located at 3758 Charlotte Highway.

Legal Description: TMS # 0032-00-018.00

Zoning Classification: Current: B-3, General Commercial District

Voting District: District 1, Larry McCullough

B. Site Information

Site Description: The subject parcel is located along the eastern edge of US HWY 521, approximately 1,200 feet north of its intersection with North Corner Rd. in Lancaster County, South Carolina.

C. Vicinity Data

Surrounding Conditions: To the north, all adjacent properties are zoned B-3, General Commercial District. To the south, the adjacent properties are zoned B-3, General Commercial District and R-30S, Low Density Residential/Manufactured Housing/Agricultural District. To the east, the adjacent properties are zoned R-30S, Low Density Residential/Manufactured Housing/Agricultural District. To the west, the adjacent properties are zoned R-30, Low Density Residential/Agricultural District.

D. Exhibits

1. Rezoning Application
2. Location Map
3. Tax Inquiry Sheet
4. Table of Uses

II. Findings

Code Considerations:

The B-3, General Commercial 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 or bulky items, commercial services, repair services, automobile related sales and repair, various types of convenience stores, restaurants, and other recreational and entertainment uses. This district is also suited to accommodate travel oriented uses such as hotels and motels and gas stations.

Outdoor storage is permitted if a Type 1 Buffer yard is installed around the outside of the storage area when the area is adjacent to a nonresidential district. A Type 3 Buffer yard is required around the storage area when it is adjacent to a residential district or use and all such areas shall be located completely behind the building. No storage areas shall be located in any required or not required front or side yard. Automobile dealerships are allowed to park automobiles in the front or side yard of the property.

The I-1, Light Industrial District:

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

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

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

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

III. Conclusions

The facts and findings of this report show that the property referenced as TMS # 0032-00-018.00 in Lancaster County, SC is designated as *residential* on the Lancaster County Future Land Use Map. The current commercial building has been on the site since 1985 and the zoning of B-3 has been in place since approximately 1998.

If the property is rezoned to I-1, Light Industrial District, it is the intent of the Lancaster County Economic Development Commission to facilitate the location of a plastic pipe manufacturer here.

Although Lancaster County Economic Development is in negotiation with an interested company that would like to locate to this site if I-1 zoning is secured, there is no guarantee that this company will indeed occupy the building. Additionally, there is no way to ensure that this company will stay for a given period of time. Thus, the entirety of I-1 permitted uses must be reviewed with this rezoning application.

As noted above, it is the intent of the I-1 zoning district to facilitate uses which tend *not* to have adverse impacts on the surrounding properties. However, some of the uses allowed within the I-1 zoning district, by their very nature, would be poor neighbors for adjacent residential uses.

Specific land uses that would be allowed with an I-1 upzoning include general contractor facilities with outdoor storage, heavy construction contractor facilities, and public warehousing/storage facilities. Additionally, conditional uses that would be allowed under the I-1 zoning designation include chemical plants, recycling facilities, and petroleum refineries. It is the opinion of Staff that each of these uses would be incompatible at this location.

As with the previous case, due to the relative small area involved in this rezoning proposal, we must again visit the concept of spot zoning. The South Carolina Supreme Court has established the issue of compatibility in determining whether or not a rezoning would constitute spot zoning. Specifically, the Court has defined spot zoning as the singling out of a small parcel of land for a use classification totally different from the surrounding area, for the benefit of the owners of that property *and to the detriment of other owners*.

This rezoning application does not pass the spot zoning test established by the South Carolina Supreme Court. A *detriment* would be realized by an adjacent, residentially zoned property if an incompatible and obtrusive use were sited on the subject property as a result of an up-zoning from B-3 to I-1.

IV. Recommendation:

It is therefore the recommendation of the Planning Staff that the rezoning request for the property referenced as TMS # 0032-00-018.00 be denied.

LANCASTER COUNTY
SOUTH CAROLINA

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

Do Not Write In This Box		
Application No. <u>RZ-014-020</u>	Date Received <u>6-11-14</u>	Fee Paid <u> </u>

- The application is for amendment to the: (check one)
 - District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
 - Ordinance Text (fill in items # 8 & 9 only)
- Give either exact address or tax map reference to property for which a district boundary change is requested: 0032-00-018.00 - 3758 CHARLOTTE HIGHWAY
- How is this property presently designated on the map? B-3
- How is the property presently being used? ECONOMIC DEVELOPMENT OFFICES
- What new designation or map change do you propose for this property? I-1
- What new use do you propose for the property? LIGHT MANUFACTURING

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

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

- If this involves a change in the Ordinance text, what section or sections will be affected? _____
- Explanation of and reasons for proposed change: TO ALLOW FOR NEW USE OF BUILDING

(use back of form if additional space is needed)

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

APPLICANT'S NAME (PRINT)

STEVE WILLIS

ADDRESS:

PO Box 1809
LANCASTER, SC 29724

Phone:

416-9300

Steve Willis
SIGNATURE

* PER ACTION OF COUNTY COUNCIL
ON 6-9-2014.



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 June 11, 2014 and serves as written notice to the owner of record of the following property: 3758 CHARLOTTE HIGHWAY (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.

Steve Willis
Signature

STEVE WILLIS
Printed Name

6-11-2014
Date

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

Planning Director or Authorized Person Signature

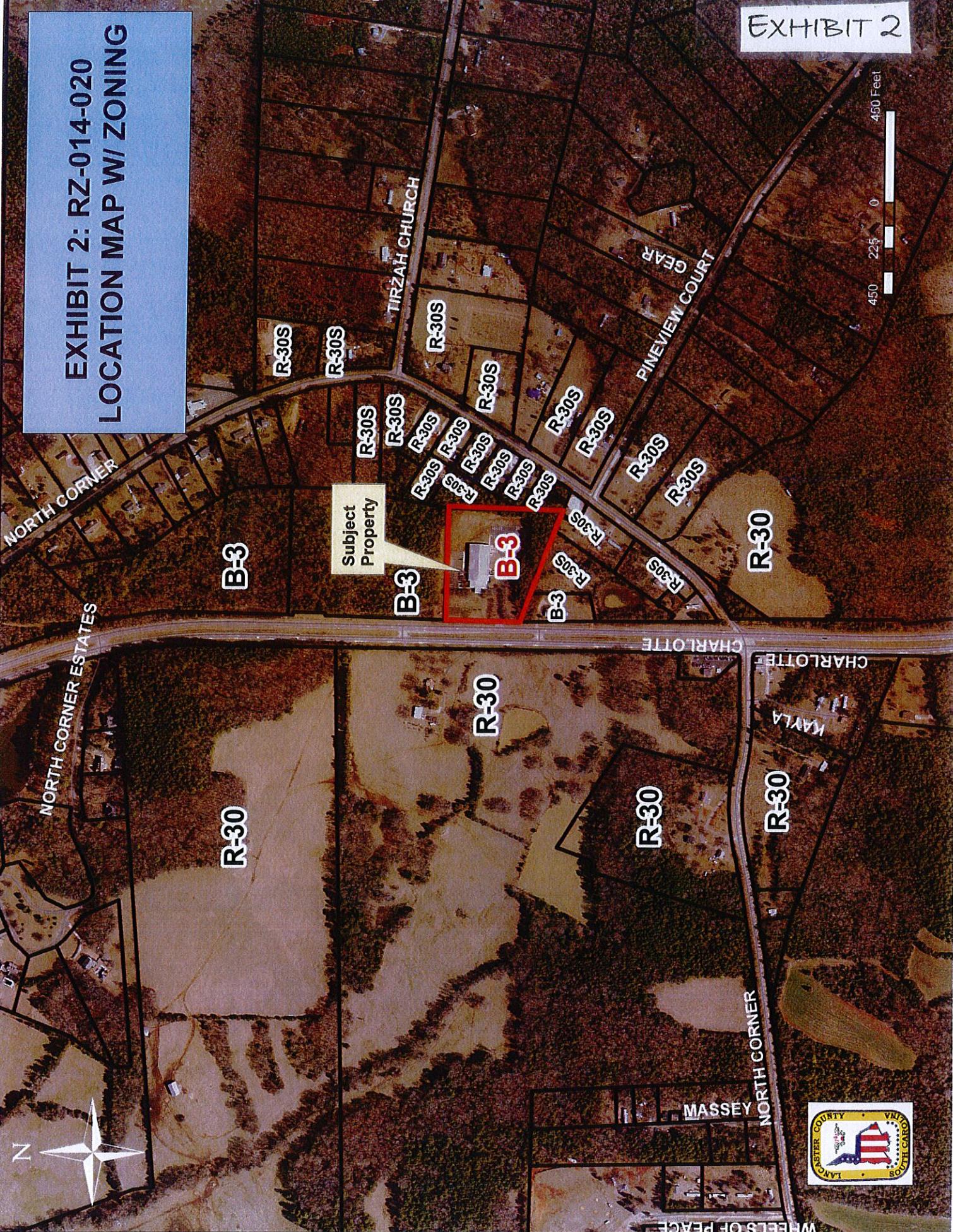
Planning Director or Authorized Person Printed Name

Date

**EXHIBIT 2: RZ-014-020
LOCATION MAP W/ ZONING**

EXHIBIT 2

450 Feet
0
225



M Parcel ID: 0032-00-018.00

Account: 2646
Sticker #:
Location: 3758 CHARLOTTE HWY Indian Land
Land Use: EX - Exempt
Owner #1: LANCASTER COUNTY

Card: 1/2
District: 01 - County
Ent. Parcel Area: 5.578 - AC
Neigh: 02A - 02A
Own Type:

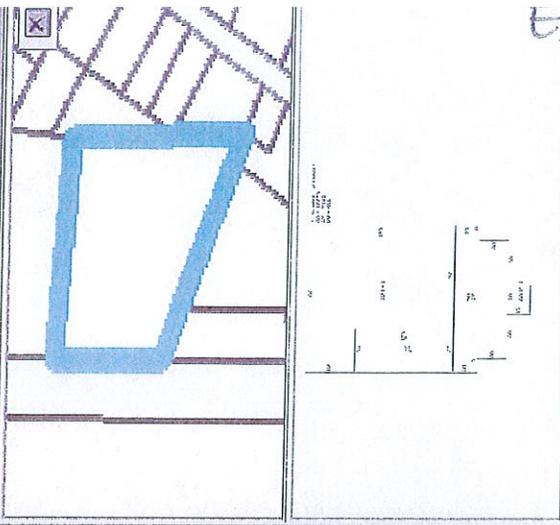
Market Adj. Value

Calc. Land Area:	Current	Year 2013	Legal Description
Full Market Value:	5,570	5,570	OLD FOUNDERS BLD.
Building Value:	1,546,700	1,548,200	
Yard Items:	1,332,300	1,333,800	
Land Value:	31,600	31,600	
Total Value:	182,800	182,800	
Assessed Value:	1,546,700	1,548,200	
Capped Total:	1,548,200	1,548,200	

Sales Information
Grantor: FOUNDERS FEDERAL CREDIT UNION,
Sale Price: 5
Sale Date: 9/16/2010
Legal Ref: 579-281
Validity: 1
Sold Vacant: No

Reval / Market Districts: 01
Narrative Description
 This parcel contains 5.578 AC of land mainly classified as Exempt with a R & D Building built about 1985, having primarily Concrete Blk Exterior and 19900 Square Feet, with 0 Unit, 0 Bath, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

No Picture Available



Parcel ID: 0032-00-018.00 Card: 1 of 2 Location: 3758 CHARLOTTE HWY Indian Land Cost: \$1,546,700

Prior Owner **ID/Factors/Taxes**

Current Ownership

#	Title	Last Name	First Name	Res ex	% Own	Type
#1:		LANCASTER COUNTY				
#2:						
#3:						

Street #1: PO BOX 1809 Home Phone: _____
 Street #2: _____ Cell Phone: _____
 City/Town: LANCASTER Work Phone: _____
 Province/State: SC Postal: 29721-0000 Email: _____

Country: _____ Account Type: _____
 D.O.B.: MM/DD. Legal Reference: 579-281
 Owner Occupied: _____ Sale Date: 9/16/2010 Owner Lookup Number: 31992

Separate Bill: Valid Owner:
 Private Info:

 7/7/2014 4:09 PM

EXHIBIT 3

BUSINESS B-3 / UPDATED 1/22/07

USES PERMITTED:

1. **Bed and Breakfast**
3. **Service – Agricultural Service Facility**
4. **Veterinary Service w/outdoor pens**
5. **Veterinary Service w/indoor pens – Animal Hospital, Veterinarian Office/Clinic, Veterinary Testing Labs**
6. **Pedigree Record Services**
7. **Commercial Kennels w/indoor pens**
8. **Commercial Kennels w/outdoor pens**
9. **Farm Labor and Management Service**
10. **Landscape and Horticultural Service**
11. **Liquor Stores**
12. **Lumber and/or Other Building Materials Dealer**
13. **Paint, Glass or Wallpaper Store**
14. **Hardware Store**
15. **Retail Nurseries, Lawn and Garden Supply Store**
16. **Manufactured Home Dealer**
17. **Retail Trade Store/Center – General Merchandise – Large Scale**
18. **Retail Store-Food (Including Grocery Stores)**
19. **Open Air Market (farm, crafts, produce),etc.)**
20. **Motor Vehicles Dealer (new and/or used)**
21. **Auto Supply Store**
22. **Boat and Marine Supplies Dealer**
23. **Recreation Vehicle Dealer**
24. **Motorcycle Dealer**
25. **Automobile Dealers, not elsewhere classified**
26. **Retail Store – General – Small Scale (i.e.) Clothing, Shoe, Antiques**
27. **Retail Store – Home Furniture, Furnishings and Appliances**
28. **Bars and Taverns**
29. **Nightclubs with alcohol**
30. **Restaurants**
31. **Fast Food with drive through window**
32. **Car Wash (Full Service)**
33. **Car Wash (Self Service)**
34. **Convenience Store with Fuel**
35. **Convenience Store without Fuel**
36. **Office/Banks, Savings & Loans and Credit Unions**
37. **General Office**
38. **Hotels and Motels (Except Casino Hotels)**
39. **Travel Arrangement and Reservation Services**
40. **Freight Transportation Arrangement Agency**
41. **Miscellaneous Incidental Transportation Service**
42. **Personal and Laundry Services**

BUSINESS B-3 / UPDATED 1/22/07

43. Florist Shop
44. Funeral Service and Crematories
45. Automotive Rental and Leasing Agency
46. Automobile Parking
47. Automotive Service (except repair)
48. Miscellaneous Repair Services
49. Drive-In Movie Theater
50. Motion Picture Production and/or Distribution Services
51. Motion Picture Theater
52. Video Tape Rental Store
53. Amusement and Recreation Facilities (Non-Public)
54. Offices and Clinics of Doctors, Dentists, & Other Health Practitioners
55. Nursing and Personal Care Facility
56. Medical or Dental Laboratory
57. Miscellaneous Health or Allied Service
58. Building Construction – General Contractors Facility (no outdoor storage)
59. Construction – Special Trade Contractors
60. Durable Goods – Wholesale/Distribution Facility
61. Nondurable Goods – Wholesale/Distribution Facility
62. Museums and Art Galleries
63. Job Training and Vocational Rehabilitation Service
64. Child Day Care Service or Facility
65. Adult Day Care Service or Facility
66. Residential Care Service or Facility (i.e.) Children's Home, Halfway House
67. Intermediate Care Institution
68. Nursing Care Institution
69. Membership Organization Facilities (i.e.) Business, Civic, Social
70. Religious Institution
71. Taxi Company Facility
72. Intercity and Rural Bus Transportation Facility
73. Charter Bus Service Facility
74. Independent Motor Vehicle Terminal, Service, or Maintenance Facility
75. Trucking and Courier Service Facility (except air)
76. Motor Freight Transportation Terminal and Maintenance Facility
77. Telephone Communications Facilities
78. Telegraph or Other Message Communications Facilities
79. Radio or Television Broadcasting Facilities
80. Cable or Other Pay Television Facilities
81. Park or Playground
82. Recreation Facility (except golf courses)
83. Golf Course (public or membership)
84. Botanical or Zoological Garden
85. Cemetery/Mausoleum
86. Other Designated Community Open Space Area

BUSINESS B-3 / UPDATED 1/22/07

- 87. Livestock Facility (except Commercial Meat Production Centers)**
- 88. General Agricultural Activities (i.e.) general row crop production, free-range livestock operations, pasture land, hay land, woodland and wildlife management areas**
- 89. Forest Production – Including Christmas Trees**

CONDITIONAL USES:

- 1. Site Built Single-Family Detached House**
- 2. Modular Single-Family Detached House (Meets CABO Building Code)**
- 3. Temporary Dependent Care Residences**
- 4. Temporary emergency, construction, and repair residence**
- 5. Temporary Structure used in connection with the construction of a Permanent building or for some non-recurring purpose**
- 6. Home Occupation**
- 7. Manufactured Home Storage Lot**
- 8. Gasoline Service Station**
- 9. Automotive Repair Shop**
- 10. Manufacturing of Hi-Tech Products**
- 11. Mini-Warehouse Facilities**
- 12. Recycling Facilities, Convenience Centers and Resource Recovery Facilities**
- 13. Wireless Communication Towers (i.e. Cellular Communications)**
- 14. Nature Preserve or Wildlife Sanctuary**
- 15. Deer Processing**

USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:

- 1. Special Events**
- 2. Motorized Race and Testing Tracks**
- 3. Chemical Dependency Treatment Center**
- 4. Recoverable Waste Collection and Recycling Centers**

USES REQUIRING REVIEW BY PLANNING COMMISSION:

- 1. Hospital**
- 2. United States Postal Service Facility**
- 3. Elementary or Secondary School**
- 4. College, University or Professional School**
- 5. Library**
- 6. Vocational School**
- 7. Schools and Educational Service Facility (not elsewhere classified)**
- 8. Coliseum, Stadium, or Arena designed for capacity greater than 1000 people**
- 9. Government Offices**
- 10. Courthouse**
- 11. Police Station**

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

USES PERMITTED:

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

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

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

CONDITIONAL USES:

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

USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:

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

USES REQUIRING REVIEW BY PLANNING COMMISSION:

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

INDUSTRIAL I-1 / UPDATED 7/11/07

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