



Planning Commission Agenda

July 19, 2016 at 6:30 PM

Lancaster County Administrative Building

Council Chambers: Room 224

101 N. Main Street, Lancaster, South Carolina 29720

Type of Meeting: General Business Meeting

Facilitator: Lancaster County Planning Staff

Clerk to Planning Commission: Judy Barrineau

I. Call to order

II. Roll call

III. Election of Officers

IV. Approve Agenda

V. Citizen's Comments

VI. Approval of Minutes

VII. Chairman's Report and Director's Report

VIII. Public Hearing

- a) RZ-016-004, Kim Lineberger – The property is located at 1456 Kershaw Camden Highway. This is a rezoning request from I-1, Light Industrial District to I-2, Heavy Industrial District. (Tax Map 81 N, Block B, Parcel 5 and 6; Tax Map 81, Parcel 31, 32, 32.01, and 34.01)
- b) RZ-016-005, Sergey Kalashnik – The property is located at 4309 Great Falls Highway. This is a rezoning request from R-30, Low Density Residential/Agricultural District to B-2, Community Business District. (Tax Map 107, Parcel 46)

- c) DA-016-001, Bretagne Development Agreement/Amendment - To receive public comment on the proposed amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC. The property subject to the Bretagne Development Agreement amendment is approximately 153.5 acres and is located off of Barberville Road.
- d) Moratorium Ordinance No. 2016-1403 - To consider enacting an ordinance that will create a new Moratorium for processing applications for district boundary amendments in Lancaster County north of Highway 5.

IX. New Business

- a) RZ-016-004, Kim Lineberger: Discussion and Vote
(Andy Rowe) Pages: 1-37
- b) RZ-016-005, Sergey Kalashnik: Discussion and Vote
(Nick Cauthen) Pages: 38-56
- c) DA-016-001, Bretagne Development Agreement/Amendment: Discussion and Vote
(John Weaver and Penelope G. Karagounis) Pages: 57-163
- d) Moratorium Ordinance No. 2016-1403: Discussion and Vote
(John Weaver) Pages: 164-167
- e) Reconsideration of SD-016-003, Two Capital Partners of the denial of their Preliminary Plan located with access points on Calvin Hall Road and SC Highway 160 (Tax Map 5, Parcel 90.01; Tax Map 8, Parcel 5.01, 6, 6.01, and 6.02):
Discussion and Vote
(Alex Moore) Pages: 168-239

X. Adjournment



Memo

To: Lancaster County Planning Commission Members
From: Penelope G. Karagounis, Lancaster County Planning Director
Date: July 12, 2016
Re: Director's Report for the July 19, 2016 Planning Commission meeting

Message:

For the month of July, we have three Development Review Committee cases. One case was reviewed on July 12 called 3i Products, Inc. On July 26th we have two DRC cases which are the Red Ventures, Highway 160 extension road and the amendment of the Avondale PDD-27.

We had a successful public input session for the UDO rewrite on Thursday, July 7, 2016. I would like to thank the Planning Commissioners for a successful public input session. Draft chapters of the UDO rewrite are available with the proposed zoning map at www.mylancasteresc.org Go to the left side of the webpage and scroll under latest news. Our tentative date for the official public hearing for the UDO rewrite and proposed zoning map is for Tuesday, August 23, 2016 at 6:30 p.m. We will be providing 30 days before the public hearing a chance for citizens to make comments on the proposed documents either online or citizens can drop in the Voter Registration Office from 8:30 to 5:00 to view draft chapters and the proposed zoning map. Comment sheets will be provided for citizens. The office will be closed from 12:00 to 1:00 for lunch.

Thank you.

PLANNING STAFF REPORT - RZ-016-004

I. Facts

A. General Information

Proposal: Rezoning application of Kim Lineberger to rezone ± 105.159 acres from I-1, Light Industrial District, to I-2, Heavy Industrial District.

Property Location: The property is located at 1456 Kershaw Camden Highway in Lancaster County, SC.

Legal Description: Tax Map 81, Parcels 34.01, 32.01, 32.00, 31.00; Tax Map 81N, Block B, Parcel 5.00 & 6.00.

Zoning Classification: Current: I-1, Light Industrial District

Voting District: District 5- Steve Harper

B. Site Information

Site Description: The parcels fronting Kershaw Camden Highway are currently being used by Lineberger Construction for equipment and general construction. Parcels to the rear are currently undisturbed and forested property. The front and rear properties are divided by the railway.

C. Vicinity Data

Surrounding Conditions: The property has five adjacent parcels to the north zoned B-3, General Commercial District, 1 parcel to the north is zoned B-2, Community Business District, and one large tract to the west that spans from north to south is in the City of Lancaster and is zoned Industrial. Adjacent parcels to the east are zoned B-3, General Commercial District, B-2, Community Business District, and R-15S, Medium Density Residential/Manufactured Housing/Agricultural District. Parcels to the south are zoned R-15S, Medium Density Residential/Manufactured Housing/Agricultural District, R-15, Medium Density Residential/Agricultural District, and MHP, Mobile Home Park.

Exhibits

1. Rezoning Application
2. Vicinity Map
3. Zoning Map
4. Future Land Use Map/ Future Land Use Map (Zoomed Out)
5. Tax Inquiry Sheet
6. UDO – Section: 2.1.3 - Industrial Districts

7. UDO- Section: 12.8 – Installation of Buffer Yard/Table 12-2 and 12-3
8. Table of Uses- I-1
9. Table of Uses- I-2

II. Findings

Code Considerations:

The I-1, Light Industrial District, is designed to accommodate industries that do not tend to have adverse impacts on surrounding properties.

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

III. Conclusions:

The parcels listed in this rezoning request have been through a prior rezoning in 2002 in which the Planning Commission and County Council denied a proposal to rezone this property to I-2 for construction of an asphalt plant. The applicant later submitted a second rezoning request, due to a zoning error and was subsequently approved for I-1, Light Industrial District. The applicant states that the proposed use for the property will be to market it to businesses that use the railroad service.

If approved, this property will have to adhere to the set requirements in the Unified Development Ordinance including the installation of a type 4 buffer yard for any new buildings constructed. A type 4 buffer yard per the Unified Development Ordinance has a minimum width of 30 feet that must include shade trees, ornamental trees, and a variety of shrubs (Exhibit 7). A buffer yard must be installed around any residential and commercial property. The type 4 buffer yard required will further help screen new constructed buildings and uses from adjacent residential and commercial property owners.

The Future Land Use Map identifies this property as Urban based on the *Lancaster County Comprehensive Plan 2014-2024*. Urban according to the *Lancaster County Comprehensive plan 2014-2024* is identified as a “walkable neighborhood with additional intensity”. Although the Future Land Use Map identifies this property as Urban, it does not distinguish between residential, commercial, and industrial uses. The Future Land Use Map does reference Special Industrial Districts, none of which are located around this area. The *Lancaster County Comprehensive plan 2014-2024* also notes that the community type Urban is of a higher residential intensity than other community types.

The facts and findings of this report show that the rezoning request conflicts with the Future Land Use Map and Lancaster County Comprehensive Plan. This property is already zoned I-1, Light Industrial District and may be used currently and marketed for light industrial businesses that wish to use the railroad service (Exhibit 8). If rezoned, any use in the I-2, Heavy Industrial

District table of uses may be allowed on the 105 acres (Exhibit 9). A point to note is the applicant will be using the front portion of the property and will oversee any business that relocates to this industrial park. The applicant does state that they do wish to be good neighbors to the surrounding property owners. Planning staff would like to support economic development in Lancaster County, and at the same time be cognizant of the residential nature of this area. The location of this property does border several residential properties and must be taken into account if approved. The planning staff would also like to note that no emails, letters, or calls have been received from any adjacent property owners. In addition, it has been observed that this area has a substantial amount of commercial properties that border this property and an industrial park could fit in this location.

IV. Recommendation:

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 1456 Kershaw Camden Highway be denied due to the conflict with the Future Land Use Map and the *Lancaster County Comprehensive plan 2014-2024*.

LANCASTER COUNTY

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

Do Not Write In This Box	
Application#	Date
RZ-016-004	6-15-16 Paid ✓

- 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: 1456 Kershaw Camden Hwy (0081N-03-005.00, 0081N-03-006.00, 0081-00-031.00, 0081-00-032.00, 0081-00-034.01, 0081-00-032.01)
- How is this property presently designated on the map? I 1
- How is the property presently being used? Construction - Heavy
- What new designation or map change do you propose for this property? I 2
- What new use do you propose for the property? Various

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: Need to market property for business that uses rail service for Business Park.
(attach another page if additional space is needed)

10. Applicant's can request a 5 minute PowerPoint presentation at County Council to be given during the ordinance reading time and at 1st reading only. You will be allowed 5 slides or less. This information must be given to the Clerk to Council by the Friday prior to the Monday Council meeting. Please check the appropriate box to indicate whether or not you will be giving a PowerPoint presentation. YES NO

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

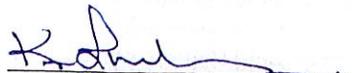
APPLICANT'S NAME (PRINT)

Kim Linberger

ADDRESS:

P.O. Drawer 1239

Lancaster, SC


SIGNATURE

Phone:

803-289-7531



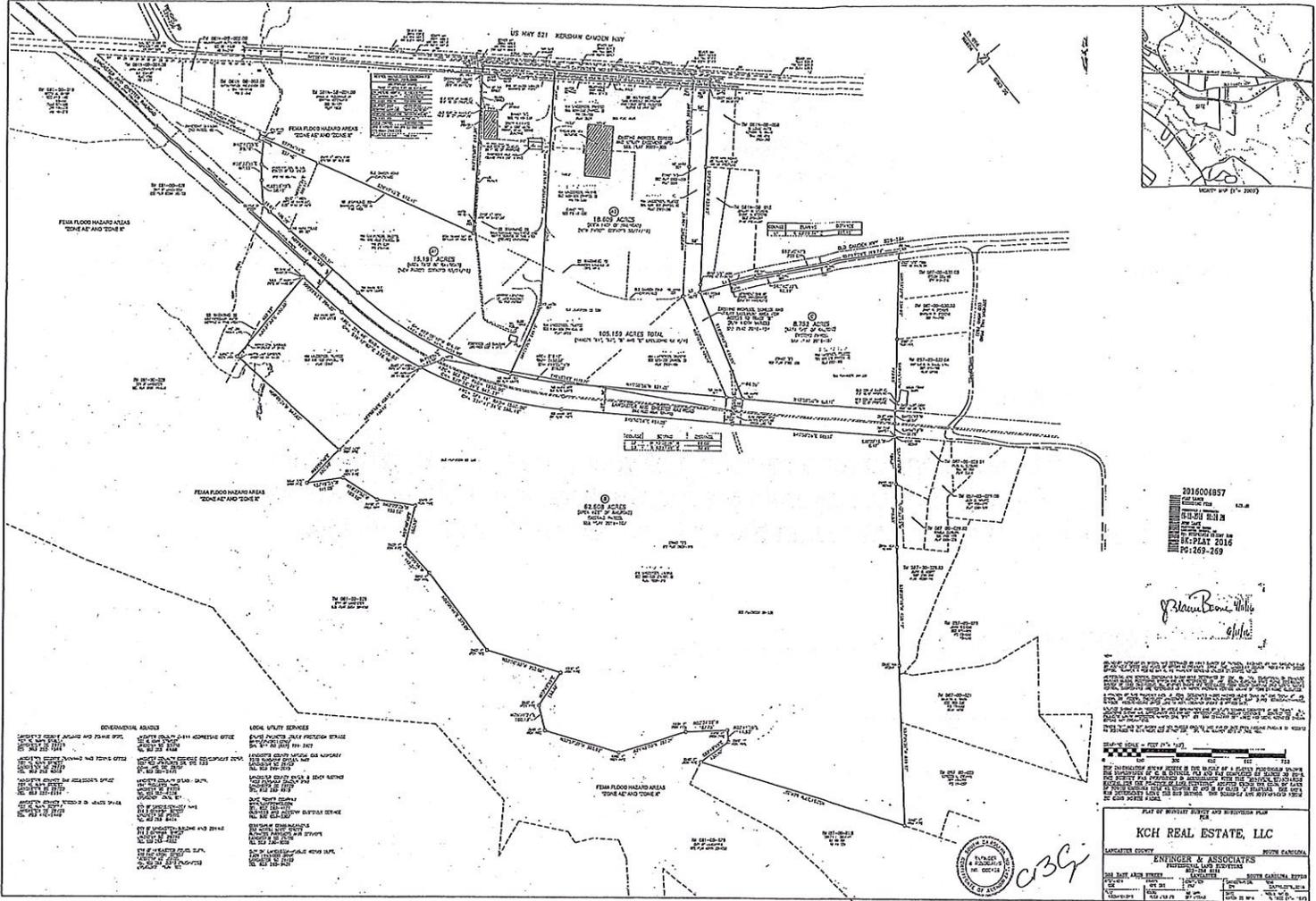
Dear Applicant,

You have applied for a re-zoning of your property. By signing this document you acknowledge and agree to the Lancaster County Assessor's Office creating a new parcel based on the plat you record for your re-zoning.

Signature: 

Date: 6/14/16

Lancaster County Assessor's Office
101 N. Main Street, P.O. Box 1809, Lancaster SC 29721-1809
Ph. (803)285-6964/6965 Fax 803-416-9496
www.mylancastercsc.org



Book 2016 Page 218

Exhibit 1

LANCASTER COUNTY ASSESSOR

Tax Map:

0081N 0B 005 00
0081N 0B 006 00
0081 00 031 00
0081 00 032 00
0081 00 034 01
0081 00 032 01

2014012179

DEED	
RECORDING FEES	\$11.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00

PRESENTED & RECORDED:
09-18-2014 09:46 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: STEPHANIE KNIGHT ROD

RECORDED THIS 19th DAY
OF SEPTEMBER, 2014
IN BOOK 2014 PAGE L-1

BK: DEED 820
PG: 232-236

STATE OF SOUTH CAROLINA *Cheryl A. Morgan*

Auditor, Lancaster County, SC TITLE TO REAL ESTATE

COUNTY OF LANCASTER)

KNOW ALL MEN BY THESE PRESENTS, that, **Kim Lineberger**, ("Grantor"), in the State aforesaid, for and in consideration of the sum of Five and no/100ths (\$5.00) Dollars, to the Grantor in hand paid at and before the sealing and delivery of these Presents, by the Grantee hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release the following described property, subject to the easements, restrictions, reservations and conditions set forth below, unto **Kim Lineberger, Trustee, Kim Lineberger Trust**, ("Grantee"), its successors and assigns:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR THE LEGAL DESCRIPTION

Grantee's Address:

P.O. Box 1239
Lancaster SC 29721

Exhibit 1

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

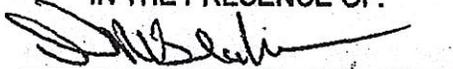
TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

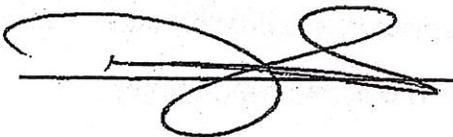
TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said Grantee and Grantee's Heirs, Successors and Assigns forever.

AND the 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 17 day of September, 2014, and in the two hundred thirty ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:





 (Seal)

Kim Lineberger

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ACKNOWLEDGMENT

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

Witness my hand and official seal this the 17th day of September, 2014.

 (Seal)

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires 9-25-2020

s:\elv5391

EXHIBIT "A"

PARCEL 1:

All that certain piece, parcel or tract of land, together with all improvements thereon, lying, being and situate in the City of Lancaster, County of Lancaster, State of South Carolina, containing 6.000 acres and being more particularly shown, described and designated on Plat of Survey entitled 'Plat of property of Jim Lineberger Grading & Paving, Inc.' prepared by R. H. Iseley, RLS, dated June 1, 1992 and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat No. 12647; reference to said plat is craved for a more minute description.

Tax Map No.: 81-32.01

PARCEL 2:

All that certain piece, parcel or tract of land, together with any and all improvements thereon, lying, being and situate approximately two (2) miles South of the City of Lancaster, Lancaster County, South Carolina, containing 5.8 acres, more or less, and being that certain 5.8 acres set out and described on Plat of Survey revised by F. E. Kerr on December 16, 1972 entitled, 'Plat Property of Donald Parker', and found recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, as Plat Number 3923, reference to which said Plat is craved for a more minute description as to the metes and bounds.

Tax Map No.: 81-34.01

All that piece, parcel or lot of land South of the City of Lancaster, State and County aforesaid, and known as the old land fill site and being described as follows: Beginning at an iron pipe 35 feet south of the centerline of Bear Creek and or the eastern edge of the Right of Way of Southern Railroad; thence N 44 11 E for 66.70 feet; thence N 29 30 for 83.22 feet; thence N 50 21 E for 70.20 feet; thence N 27 36 E for 67.91 feet to point in the center of Old Camden Highway and Bear Creek, thence S 24 02 E for 237.4 feet to a point in the centerline of said road; thence S 24 17 E for 672.06 feet to a point in the centerline of said road; thence S 23 36 E for 239.65 feet to a point in the centerline of said highway; thence S 87 37 W for 495.79 feet, more or less, to the eastern right of way of Southern Railroad, thence along the eastern edge of the Right of Way of Southern Railroad in a northerly direction to the point of beginning. See Plat Book 20 at Page 144.

Tax Map No.: 81-32

All that certain piece, parcel or lot of land, lying, being and situate on the South side of U.S. Highway No. 521 about one mile Southeast of the Town of Lancaster, in Lancaster County, South Carolina, fronting North on U.S. Highway No. 521 for a distance of 300' and running back South therefrom in a uniform width for a distance of 267 feet, designated as Tract 'A' on a Plat entitled 'Plat of Property of T. Y. Williams Estate' dated December 7, 1965, made

by R. H. Iseley, Surveyor, recorded in the Office of the Clerk of Court for Lancaster County in Plat Book 16 at Page 230, reference to which plat is made for a more particular description.

All that piece, parcel or lot of land, lying, being and situate on the North side of the Old Camden Road about one mile Southeast of the Town of Lancaster in Lancaster County, South Carolina, fronting South on the Old Camden Road for a distance of 656.6 feet, containing 6.64 acres, designated as Tract 'B' on a Plat entitled 'Plat of Property of T. Y. Williams Estate' dated December 7, 1965, made by R. H. Iseley, Surveyor, recorded in the Office of the Clerk of Court for Lancaster County, South Carolina in Plat Book 16 at Page 230, reference to which plat is made for a more particular description.

Tax Map No.: 81N-B-5 and 6

PARCEL 3:

All that certain piece, parcel or tract of land lying, being and situate approximately one mile southeast of the City of Lancaster in Lancaster County, South Carolina, southwest of U.S. Highway 521, containing 70.659 acres and being shown, described and designated as Tract A (1.300 acre), Tract B (11.955 acres) and Tract C (57.404 acres) on plat of survey entitled 'Plat of Property of James F. Lineberger' dated May 29, 2002, surveyed by J.C. Crumpler, RLS, and recorded as Plat No. 2002-305 in the Office of the Clerk of Court for Lancaster County, South Carolina, which plat is by reference incorporated herein.

Tax Map No.: 81-31

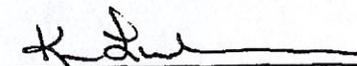
For derivation, see Deed of Beverly Wrenn, Personal Representative of the Estate of James Franklin Lineberger to Kim Lineberger dated September 16, 2014 and recorded September 18, 2014 in Deed Book 820 Page 226 in the Register of Deeds Office, Lancaster County, South Carolina.

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

AFFIDAVIT

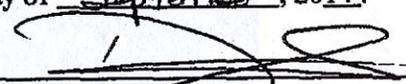
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. This Affidavit is attached to a Deed dated the same date hereof from Kim Lineberger to Kim Lineberger, Trustee, Kim Lineberger Trust for property described as Various Properties Lancaster County Tax Map Number Various Tax Map Numbers.
2. The deed is exempt from the deed recording fee pursuant to Code Section 12-24-40(8).
3. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
4. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Kim Lineberger

SWORN to before me this 17
day of September, 2014.



Notary Public for South Carolina
My Commission Expires: 9-25-2022

Exhibit 1



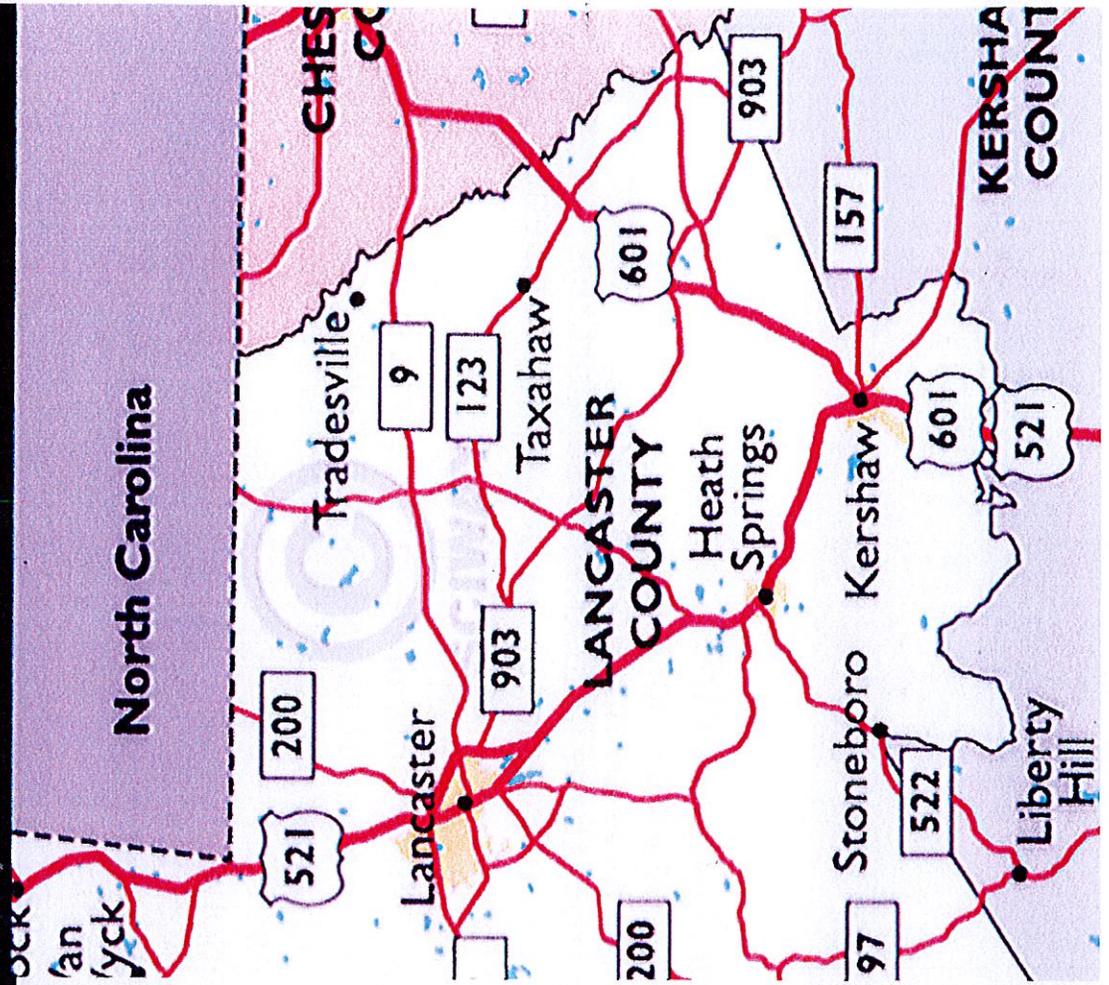
Lineberger Site

Companies are Very Deadline Driven

- We are requesting the park to be zoned Heavy Industrial, as a more appealing and appropriate zoning for the rail-centered industrial park.
- Communities with ready or certified sites have competitive advantage. Ready communities acquire tax base revenue from these industries to support the needed infrastructure; so, new industry reduces the tax burden on the residents of these burgeoning areas and provide jobs for our community.
- The county has been very supportive in assisting with research to qualify the park as a Palmetto site and/or SC Ready site. The county understands that the more we know about the site and the industry needing these sites, the more prepared we can be to accommodate. The research itself presents that sites are often removed from final considerations unless they are properly zoned and why wouldn't they? There are too many options surrounding us in our competitive counties ready and available for them. Companies spend thousands of dollars on site specific plans on their business and without criteria in place, it's a risk for them to invest that capital. The more in place for them, and zoning is on the top of that list, the more attractive the site; users are unwilling and unable to take the additional time to go through zoning or risk that additional capital.

Site Development

- The owner along with Duke Energy, SC Department of Commerce, and Lancaster County are coordinating efforts to offer the county & the state ready- available sites.
- Surrounding counties are our direct competition.
- York county has Legacy West and Legacy East inventory spec buildings; \$3.6 million on sites and \$1.2 in site preparation (noted in a recent article).
- Chester County has ten "ready" site options now- all appropriately zoned and ready for users.
- Borrowing a phrase I heard recently regarding fulfilling the rising need for industrial space, "public sector should try to set the table so the private sector can step forward" and I believe where the table is set, they will sit.

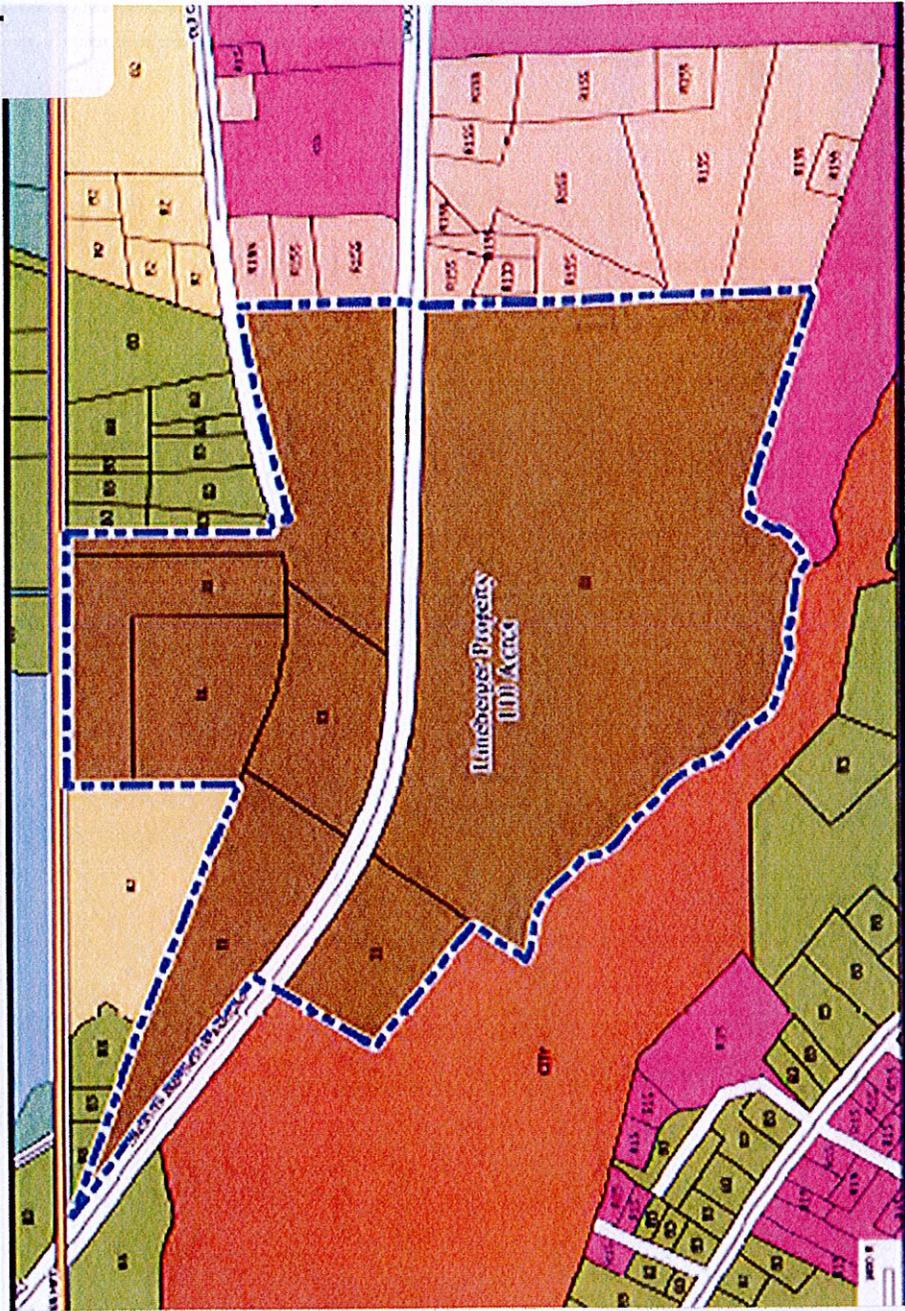


Site Characteristics

Property is 110 total acres, with 80.68 developable acres .

The owner will anchor her industrial park on the front 14 acres.

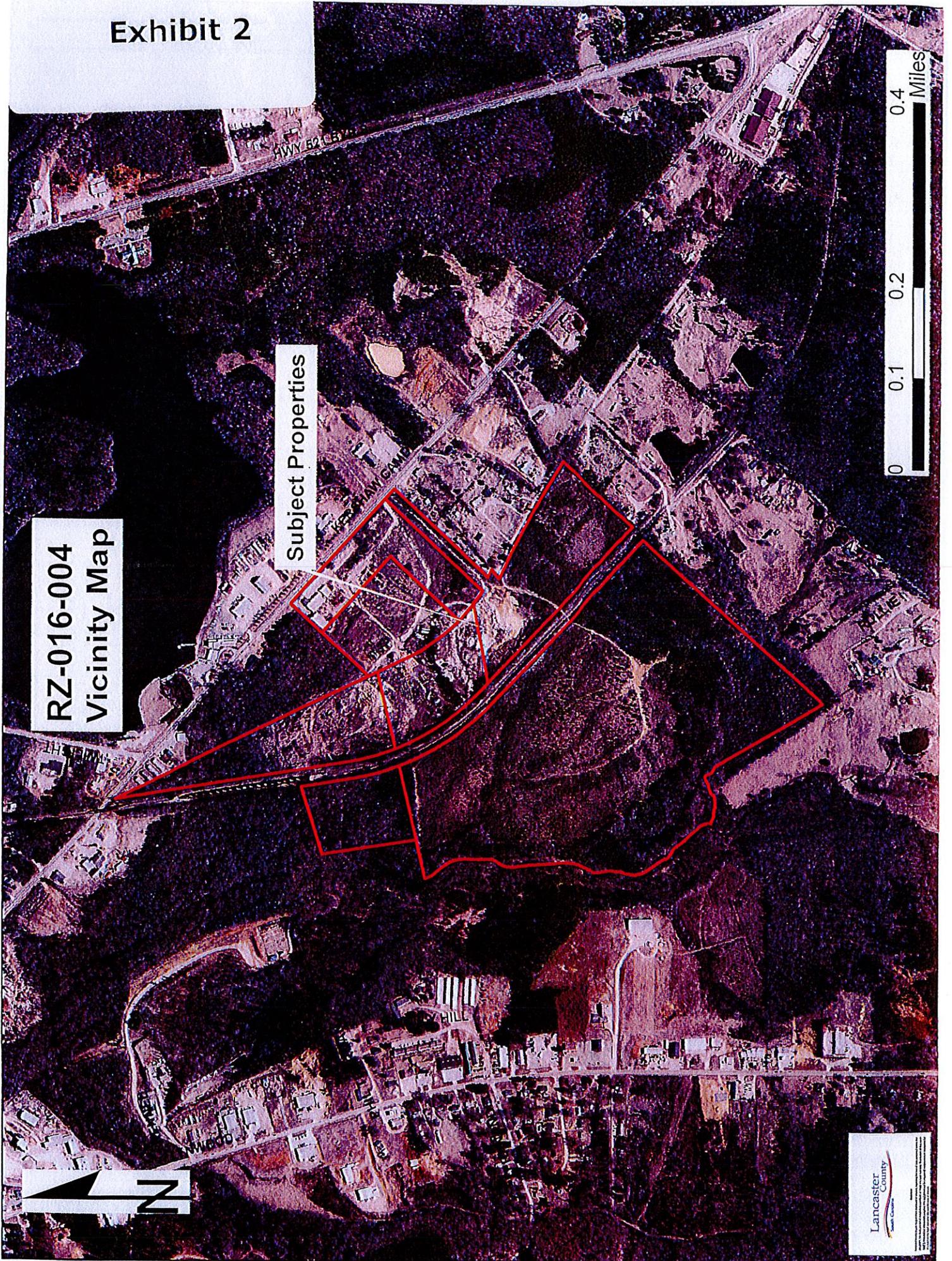
The entire property is currently zoned Light Industrial (I-1).



DUKE ENERGY SITE READINESS PROGRAM
LINEBERGER PROPERTY



Exhibit 2



RZ-016-004
Vicinity Map

Subject Properties

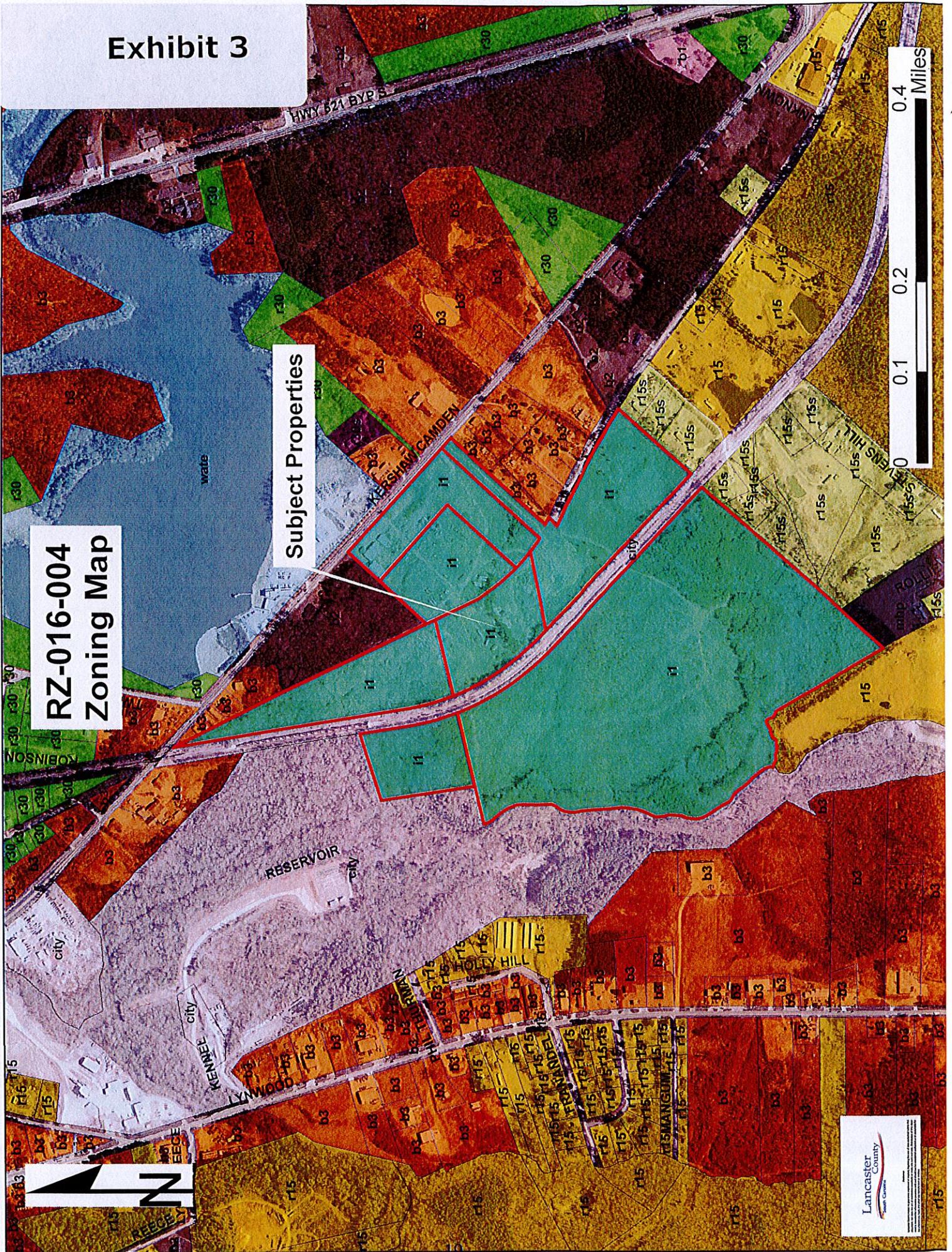
0 0.1 0.2 0.4 Miles

Lancaster County
PA 17303

Exhibit 3

RZ-016-004 Zoning Map

Subject Properties





RZ-016-004
Future Land Use Map

Subject Properties



Situation/Location Information		Sales Information	
Location: HWY 521	Zip: 29720	Legal Ref: 937-50	Price: \$0
City: Lancaster		Date: 12/31/2015	
Account Information		Grantor: KIM, TRUSTEE LINEBERGER	LUC: NCOM
Parcel ID: 008JN-0B-005.00	<input type="checkbox"/> Closed <input type="checkbox"/> Locked	Validity: 1A	
Property ID: 13894	Account Type:	Legal Ref: 820-232	
User Account:	Imp/Val/MT: Improved - I...	Date: 9/17/2014	Price: \$672,395
Property LUC: NCOM - Comm	Neighborhood: 06 - 06	Grantor: KIM LINEBERGER	
Primary Juris: 1 - 1	Market Area:	Validity: 1A	LUC: NLN
Assessed Size: 7.85000	Unit Type: AC - ACRES	Valuation Information	
District Group: 4 - 4	District Code: 01 - County	Appraised: In Process	
Council District:	Appraisal Area: 03 - 03	Mkt Adj Cost	
Owner/Mailing Information		Last 2015 - FY	
Owner Name: KCH REAL ESTATE LLC		Mkt Adj Cost	
Mailing Address: PO BOX 1239, LANCASTER, SC, 29721		Total Land: \$72,100	
Associated Parcels:		Ag Credit:	
Enter Parcel ID:	Narrative - Click for Building Info..	Land: \$72,100	
Validate & Add	This Parcel contains 7.850 AC of land mainly classified as Comm. It has 3 building(s) with a total of 15,434 square feet.	Building: \$123,300	
	Legal Description	Yard:	
		Mkt Total: \$195,400	
		Total: \$195,400	
		Assessed:	
		Land: \$4,326	
		Building: \$7,398	
		Yard:	
		Total: \$11,724	
		Limited Total:	
		Limited Taxable:	
Picture		Sketch	
No image data			

Situs/Location Information

Location: HWY 521
 City: Lancaster Zip: 29720

Account Information

Parcel ID: 0081N-0B-006.00 Closed Locked

Property ID: 13895 Account Type:

User Account: Imp/Vac/NT: Improved - I...

Property LUC: NCOM - Comm Neighborhood: 06 - 06

Primary Juris: 1 - 1 Market Area: AC - ACRES

Assessed Size: 6.64000 Unit Type: 01 - County

District Group: 4 - 4 District Code: 03 - 03

Council District: Appraisal Area:

Owner/Mailing Information

Owner Name: KCH REAL ESTATE LLC

Mailing Address: PO BOX 1239, LANCASTER, SC, 29721

Associated Parcels:

Enter Parcel ID:

Narrative - Click for Building Info...
 This Parcel contains 6.640 AC of land mainly classified as Comm. It has 1 building(s) with a total of 0 square feet.

Legal Description

Sales Information

Legal Ref: 937-50

Date: 12/31/2015 Price: \$0

Grantor: KIM, TRUSTEE LINEBERGER

Validity: 1A LUC: NCOM

Legal Ref: 820-232

Date: 9/17/2014 Price: \$672,395

Grantor: KIM LINEBERGER

Validity: 1A LUC: NLN

Valuation Information

Appraised: In Process	Last 2015 - FV
Mkt Adj Cost	Mkt Adj Cost
Total Land: \$62,000	\$62,000
Ag Credit:	
Land: \$62,000	\$62,000
Building:	
Yard:	
Mkt Total: \$62,000	\$62,000
Total: \$62,000	\$62,000
Assessed :	
Land: \$3,720	\$3,720
Building:	
Yard:	
Total: \$3,720	\$3,720
Limited Total:	
Limited Taxable:	

Picture

No image data

#:

Sketch

No image data

Last Modified:

Situs/Location Information		Sales Information		Picture	
Location:	S/O OLD CAMDEN RD	Legal Ref:	937-50	No image data	
City:	Lancaster	Date:	12/31/2015	No image data	
Zip:	29720	Grantor:	KIM, TRUSTEE LINEBERGER	No image data	
Account Information		Validity:	1A	No image data	
Parcel ID:	0081-00-031.00	LUC:	QUSE	No image data	
Property ID:	12336	Legal Ref:	820-232	No image data	
User Account:	Imp/Vac/YI: Improved - L...	Date:	9/17/2014	No image data	
Property LUC:	QUSE - QualAg	Grantor:	KIM LINEBERGER	No image data	
Primary Juris:	1 - 1	Validity:	1A	No image data	
Assessed Size:	70.65900	LUC:	MLN	No image data	
District Group:	4 - 4	Valuation Information		No image data	
Council District:	Appraisal Area: 03 - 03	Appraised: In Process		No image data	
Owner/Mailing Information		Mkt Adj Cost		No image data	
Owner Name:	KCH REAL ESTATE LLC	Total Land:	\$260,396	No image data	
Mailing Address:	PO BOX 1239, LANCASTER, SC, 29721	Ag Credit:	\$251,777	No image data	
Associated Parcels:		Land:	\$8,619	No image data	
Enter Parcel ID:	Narrative - Click for Building Info...	Building:		No image data	
Validate & Add	This Parcel contains 70.659 AC of land mainly classified as QualAg. It has 1 building(s) with a total of 0 square feet.	Yard:		No image data	
Legal Description		Mkt Total:	\$260,396	No image data	
		Total:	\$8,619	No image data	
		Assessed:		No image data	
		Land:	\$345	No image data	
		Building:		No image data	
		Yard:		No image data	
		Total:	\$345	No image data	
		Limited Total:		No image data	
		Limited Taxable:		No image data	
		Last Modified:		No image data	

Situs/Location Information		Sales Information	
Location:	OLD CAMDEN RD	Legal Ref:	937-50
City:	Lancaster	Date:	12/31/2015
Zip:	29720	Price:	\$0
Account Information		Grantor:	KIM, TRUSTEE LINEBERGER
Parcel ID:	0081-00-032.00	Validity:	1A
Property ID:	12337	LUC:	NLN
User Account:	12337	Legal Ref:	820-232
Property LLC:	NLN - LandOnly	Date:	9/17/2014
Primary Juris:	1 - 1	Price:	\$672,395
Assessed Size:	8.30000	Grantor:	KIM LINEBERGER
District Group:	4 - 4	Validity:	1A
Council District:		LUC:	NLN
Owner/Mailing Information	Valuation Information		
Owner Name:	KCH REAL ESTATE LLC	Appraised: In Process	
Mailing Address:	PO BOX 1239, LANCASTER, SC, 29721	Mkt Adj Cost	
Associated Parcels:	Narrative - Click for Building Info...	Total Land:	\$68,300
Enter Parcel ID:	This Parcel contains 8.300 AC of land mainly classified as LandOnly. It has 1 building(s) with a total of 0 square feet.	Ag Credit:	\$68,300
Validate & Add		Land:	\$68,300
		Building:	
		Yard:	
		Mkt Total:	\$68,300
		Total:	\$68,300
		Assessed:	
		Land:	\$4,098
		Building:	
		Yard:	
		Total:	\$4,098
		Limited Total:	
		Limited Taxable:	
Legal Description		Picture	
		No image data	
		Sketch	
		No image data	
		Last Modified:	

Situs/Location Information Location: OLD CAMDEN HWY City: Lancaster Zip: 29720 <input type="button" value="Edit"/>		Sales Information Legal Ref: 937-50 Date: 12/31/2015 Price: \$0 Grantor: KIM, TRUSTEE LINEBERGER Validity: 1A LUC: NILN		Picture No image data <input type="button" value="Edit"/>	
Account Information Parcel ID: 0081-00-034.01 <input type="checkbox"/> Closed <input type="checkbox"/> Locked Property ID: 12339 User Account: Imp/Asc/Tr: Improved - L... Property LUC: NILN - LandOnly Neighborhood: 10 - 10 Primary Juris: 1 - 1 Market Area: Assessed Size: 5.80000 Unit Type: AC - ACRES District Group: 4 - 4 District Code: 01 - County Council District: Appraisal Area: 03 - 03		Valuation Information Legal Ref: 820-232 Date: 9/17/2014 Price: \$672,395 Grantor: KIM LINEBERGER Validity: 1A LUC: NILN		Sketch No image data <input type="button" value="Last Modified: X"/>	
Owner/Mailing Information Owner Name: KCH REAL ESTATE LLC Mailing Address: PO BOX 1239, LANCASTER, SC, 29721 <input type="button" value="Edit"/>		Appraised: In Process Mkt Adj Cost \$12,800 Total Land: \$12,800 Ag Credit: Land: \$12,800 Building: Yard: Mkt Total: \$12,800 Total: \$12,800 Assessed: Land: \$768 Building: Yard: Total: \$768 Limited Total: Limited Taxable:			
Associated Parcels: Enter Parcel ID: <input type="button" value="Validate & Add"/> X Narrative - Click for Building Info... This Parcel contains 5.800 AC of land mainly classified as LandOnly. It has 1 building(s) with a total of 0 square feet.					

Exhibit 6**Section 2.1.3 - Industrial districts.**

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

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

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

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

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

Exhibit 7

Section 12.8 - Installation of buffer yard.

Any required bufferyard shall be required to be installed at the time of construction so long as this is within the usual growing period for the area. If the time of planting occurs in the non-growing period of the year, e.g., April through October, the bufferyard shall be installed during the next growing season, i.e., November through March. If this occurs, a performance bond shall be provided to the governing body in the amount equal to at least 125 percent of the cost of the required landscaping.

Zoning District of buffer Yard Provider	Zoning District of Affected Property Owner	Total Floor Space of all Structures on Lot	Minimum Screening Type to Be Provided
MF, B-1	All residential districts (*)	Up to 20,000 sq. ft. Over to 20,000 sq. ft.	Type 1 buffer yard Type 2 buffer yard
MHP	All other residential districts (*)	Not applicable	See <u>section 4.2.3</u>
B-2	All residential districts (*); any B district when developed with a residential use; manufactured home parks	Not applicable	Type 2 buffer yard
B-3	All residential districts (*); any B district when developed with a residential use; manufactured home parks; B-1 and B-2	Not applicable	Type 3 buffer yard
B-4	All residential districts (*); any B district when developed with a residential use; manufactured home	Not applicable	Type 4 buffer yard

	parks; B-1, B-2 and B-3		
I-1, I-2	B-1 and B-2	Not applicable	Type 3 buffer yard
	All residential districts (*); any B district when developed with a residential use; manufactured home parks	Not applicable	Type 4 buffer yard

(* All non-residential uses located in a residential district shall be required to provide a Type 2 buffer yard along all side and rear property lines.

For Planned Development Districts (PDD), see section 13.12 for buffer yard requirements.

LANCASTER COUNTY

Buffer Yard Requirements Exhibit 7

PLANTING YARD TYPE	REQUIREMENTS	TYPICAL PLAN VIEWS - 14-FOOT SEGMENT	EXISTING USE	PROPOSED USE
1	Minimum width 15 feet Required trees Shade 1/75 linear ft Ornamental 1/100 linear ft Points/linear foot 0.7	<p>2 shade trees @ 12 pts. ea. 5 ornamental trees @ 6 pts. ea. 1 medium shrub @ 2 pts. ea. = 74 pts.</p>	RESIDENTIAL 	OFF
		<p>2 shade trees @ 12 pts. ea. 6 ornamental trees @ 6 pts. ea. 3 medium shrubs @ 2 pts. ea. = 74 pts.</p>		
2	Minimum width 20 feet Required trees Shade 1/50 linear ft Ornamental 1/100 linear ft Points/linear foot 0.9* *Minimum width and points of Yards 2-4 may be reduced by 25% with inclusion of 4-foot fence or plant screen **With overhead utility line, ornamental trees may be substituted for shade trees	<p>3 shade trees @ 12 pts. ea. 3 ornamental trees @ 6 pts. ea. 13 medium shrubs @ 2 pts. ea. = 84 pts.</p>	EXISTING 	RETAIL BUSINESS
		<p>**7 ornamental trees @ 6 pts. ea. 10 small shrubs @ 1 pts. ea. = 84 pts.</p>		
3	Minimum width 25 feet Required trees Shade 1/50 linear ft Ornamental 1/75 linear ft Points/linear foot 0.9* *Minimum width and points of Yards 2-4 may be reduced by 25% with inclusion of 4-foot fence or plant screen **With overhead utility line, ornamental trees may be substituted for shade trees	<p>2 shade trees @ 12 pts. ea. 3 ornamental trees @ 6 pts. ea. 16 small shrubs @ 3 pts. ea. = 94 pts.</p>	EXISTING 	RETAIL BUSINESS
		<p>**5 ornamental trees @ 6 pts. ea. 6 large shrubs @ 3 pts. ea. 3 medium shrubs @ 2 pts. ea. = 72 pts.</p>		
4	Minimum width 30 feet Required trees Shade 1/50 linear ft Ornamental 1/50 linear ft Points/linear foot 1.0 *Minimum width and points of Yards 2-4 may be reduced by 25% with inclusion of 4-foot fence or plant screen	<p>2 shade trees @ 12 pts. ea. 6 ornamental trees @ 6 pts. ea. 11 large shrubs @ 3 pts. ea. 7 small shrubs @ 1 pts. ea. = 104 pts.</p>	EXISTING 	PRO
		<p>2 shade trees @ 12 pts. ea. 3 ornamental trees @ 6 pts. ea. 13 large shrubs @ 3 pts. ea. = 71 pts.</p>		
5	Minimum width 15 feet Required trees Shade 1/50 linear ft OR Ornamental 1/25 linear ft	<p>3 shade trees</p>		PRO
		<p>4 ornamental trees</p>		
<p>Shade Tree: A large tree growing to over 40' in height at maturity, usually deciduous, that is planted to provide canopy cover shade. (12 points/shade tree)</p> <p>Ornamental Tree: A small to medium tree, growing 15' to 40' in height at maturity, that is planted for aesthetic purposes such as colorful flowers, interesting bark, or fall foliage. (6 points/ornamental tree)</p> <p>Large Shrub: An upright plant growing 10' to 20' in height at maturity that is planted for ornamental or screening purposes. (3 points/large shrub)</p> <p>Medium Shrub: A plant growing 5' to 10' in height at maturity that is planted for ornamental or screening purposes. (2 points/medium shrub)</p> <p>Small Shrub: A plant growing to less than 5' in height at maturity that is planted for ornamental or screening purposes. (1 point/small shrub)</p>				

Buffer Yard Types

TABLE 12-3

Exhibit 7

Points for Planting Yards

	Points
Shade Tree	12
Ornamental Tree	6
Large Shrub	3
Medium Shrub	2
Small Shrub	1

Planting Yard Landscaping

Yard Type	Min. Width	Trees* Shade	(c) Orn.	Shrubs Small	Shrubs Medium	Shrubs Large	Required Points Per Linear Ft.
1	15'	1/75'	25/100'		Optional		0.7
2	20'	1/50'	25/100'		Optional		0.8
3	25'	1/50'	25/75'		Optional		0.9
4	35'	1/50'	25/50'		Optional		1.0

*Or fraction thereof

INDUSTRIAL I-1 / UPDATED 7/11/07/Ord.#83**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

INDUSTRIAL I-2 / UPDATED 7/11/07/Ord.#83**USES PERMITTED:**

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

CONDITIONAL USES:

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

INDUSTRIAL I-2 / UPDATED 7/11/07

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

USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:

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

USES REQUIRING REVIEW BY PLANNING COMMISSION:

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

PLANNING STAFF REPORT: RZ-016-005

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Sergey Kalashnik to rezone ± 0.6 acres from R-30, Low Density Residential/Agricultural District **To** B-2, Community Business District. The applicant is proposing a used car lot.

Property Location: The property is located at 4309 Great Falls Hwy.

Legal Description: TMS # 0107-00-046.00

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

Voting District: District 4, Larry Honeycutt

B. SITE INFORMATION

Site Description: The property consists of ±0.6 acres and is located on the east side of Great Falls Hwy. It is approximately 1,000 ft. south of the intersection with Major Evans Rd. A small garage is currently located on the subject property.

C. VICINITY DATA

Surrounding Conditions: The adjacent properties are all zoned R-30, Low Density Residential/Agricultural District. The applicant lives on the adjacent parcel to the north of the subject property. There are B-2 properties located approximately 700 ft. away from the subject property on the west side of Great Falls Hwy.

D. EXHIBITS

1. Rezoning Application
2. Location Map
3. Zoning Map
4. Future Land Use Map
5. Tax Inquiry Sheet
6. UDO Section 4.1.27 & Adjacent Signatures
7. Table of Uses – B2

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 B-2, Community Business District, is designed to accommodate small-scale independent businesses or small-scale commercial centers (excluding automobile-service and repair businesses), which are oriented primarily toward retail and personal service activities. This district also serves as a transitional land use between residential areas and more intense commercial and industrial land uses. Such businesses are limited to 6,000 square feet or less of floor space. Uses appropriate in this district serve localized market areas, provide for smaller scale items not requiring large storage areas or deliveries to customers and generally do not generate high volumes of vehicular traffic. The outdoor storage or display of merchandise, materials or inventory is prohibited except for the storage or display of plant and garden supplies, farmer's markets and open air markets. Such areas shall be screened with a Type 3 Buffer yard when adjacent to a residential district or use, and all such areas shall be located completely behind the rear of the building. No storage area shall be allowed in any required or not required front or side yard.

III. CONCLUSIONS

The facts and findings of this report show that the property is designated as Rural Living on the Future Land Use map. Rural Living is a community type that includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded conservation subdivisions whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*. As stated above, the property is ±0.6 acres and the applicant lives adjacent to the subject property. Dense woods are located across the road and south of the subject property. Other commercially zoned properties are located approximately 700 feet south of the subject property and north of the subject property at the intersection with Major Evans Road. Highway 200 is a state highway and major thoroughfare in Lancaster County.

IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 4309 Great Falls Hwy. be **APPROVED**.

LANCASTER COUNTY

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

Do Not Write In This Box		
Application#	Date	Paid
RZ-016-005	6-20-16	✓

- 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: 0107-00-046.00
- How is this property presently designated on the map? R30
- How is the property presently being used? VACANT
- What new designation or map change do you purpose for this property? B2
- What new use do you propose for the property? USED CAR LOT

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:

430A GREAT FALLS HWY
Lancaster SC 29720
- If this involves a change in the Ordinance text, what section or sections will be affected? _____

- Explanation of and reasons for proposed change: BECAUSE I want to MAKE a small ~~BE~~ Business Selling Cars
(attach another page if additional space is needed)

10. Applicant's can request a 5 minute PowerPoint presentation at County Council to be given during the ordinance reading time and at 1st reading only. You will be allowed 5 slides or less. This information must be given to the Clerk to Council by the Friday prior to the Monday Council meeting. Please check the appropriate box to indicate whether or not you will be giving a PowerPoint presentation. YES NO

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

APPLICANT'S NAME (PRINT)
SERGEY V KALASHNIK

ADDRESS:
4299 Great Falls Hwy
Lancaster SC 29720

Sergey V Kalashnik.
SIGNATURE

Phone:

state of facts which an accurate survey and/or physical inspection of the Property might reveal (collectively the "Permitted Exceptions").

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

TO HAVE AND TO HOLD, all and singular the premises before mentioned, subject to the Permitted Exceptions, unto the said Grantee, Grantee's heirs, successors and assigns forever.

And the Grantor hereby binds Grantor and Grantor's successors and assigns 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 Grantor's successors and assigns, lawfully claiming, or to claim the same or any part thereof, but against none other.

EXCEPT FOR THE LIMITED WARRANTY OF TITLE HEREIN CONTAINED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS AND/OR GUARANTIES OR ANY KIND OF CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE IMPROVEMENTS, FIXTURES, WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION AND/OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR AND/OR LACK OF REPAIR OF THE PROPERTY, AND (H) ANY AND ALL OTHER MATTERS WITH RESPECT TO THE PROPERTY. EXCEPT FOR THE LIMITED WARRANTIES OF TITLE EXPRESSLY SET FORTH HEREIN, GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE BY GRANTOR AND ACCEPTED BY GRANTEE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. GRANTOR AND GRANTEE ACKNOWLEDGE THAT THIS DISCLAIMER AND THE "AS IS" NATURE OF THIS SALE WAS EXPRESSLY BARGAINED FOR BY THE PARTIES, WAS A MATERIAL COMPONENT OF THE SALE WITHOUT WHICH THE GRANTOR WOULD NOT HAVE SOLD THE PROPERTY TO THE GRANTEE, WAS EXPRESSLY AGREED TO BY THE PARTIES PRIOR TO THE DELIVERY OF THIS DEED, AND WAS FREELY, KNOWINGLY AND VOLUNTARILY AGREED TO BY THE GRANTEE.

[The remainder of this page intentionally left blank. Signature page to follow.]

Exhibit 1

STATE OF GEORGIA)
) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS
COUNTY OF COBB)

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

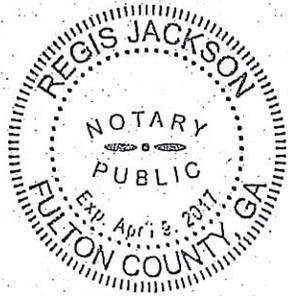
1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located as described in the attached deed and bears tax map numbers 0107-00-045.00, 0107-00-045.00-01, and 0104-00-046.00.
3. Check one of the following: The Deed is:
 - (a) XXXX Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ Exempt from the deed recording fee because it is a transfer of realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars (see #1 on information section of affidavit).
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):
 - (a) XXXX The fee is computed on the consideration paid or to be paid in money or moneys worth in the amount of \$12,000.00.
 - (b) _____ The fee is computed on the fair market value of the realty, which is N/A.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property purposes which is N/A.
5. Check Yes ___ No XXXX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If Yes, the amount of the outstanding balance of this lien or encumbrance is N/A.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in Item 4 above here: \$12,000.00
 - (b) Place the amount listed in Item 5 above here: 0.00
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$12,000.00
7. The deed recording fee due is based upon the amount listed on Line 6(c) above and the deed recording fee due is: \$44.40
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Grantor**.

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

Sworn to and subscribed before me
this 7th day of July, 2015.


Notary Public
My Commission Expires 4-9-17

(Notary Seal)



**FIRST-CITIZENS BANK & TRUST
COMPANY, SUCCESSOR BY MERGER TO
FIRST CITIZENS BANK AND TRUST
COMPANY, INC.**

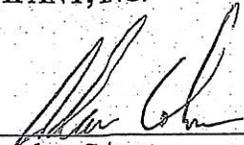
By: 
Adam Cochran
Title: Vice President

Exhibit 2

Lancaster
County
South Carolina

Lancaster County makes no guarantee, expressed or implied, regarding the use of any information contained in this map. The use of any information presented here is solely at the user's discretion and is not intended to constitute a contract or any other legal instrument. The user assumes all liability for any use of this information.

Location Map RZ 015-005



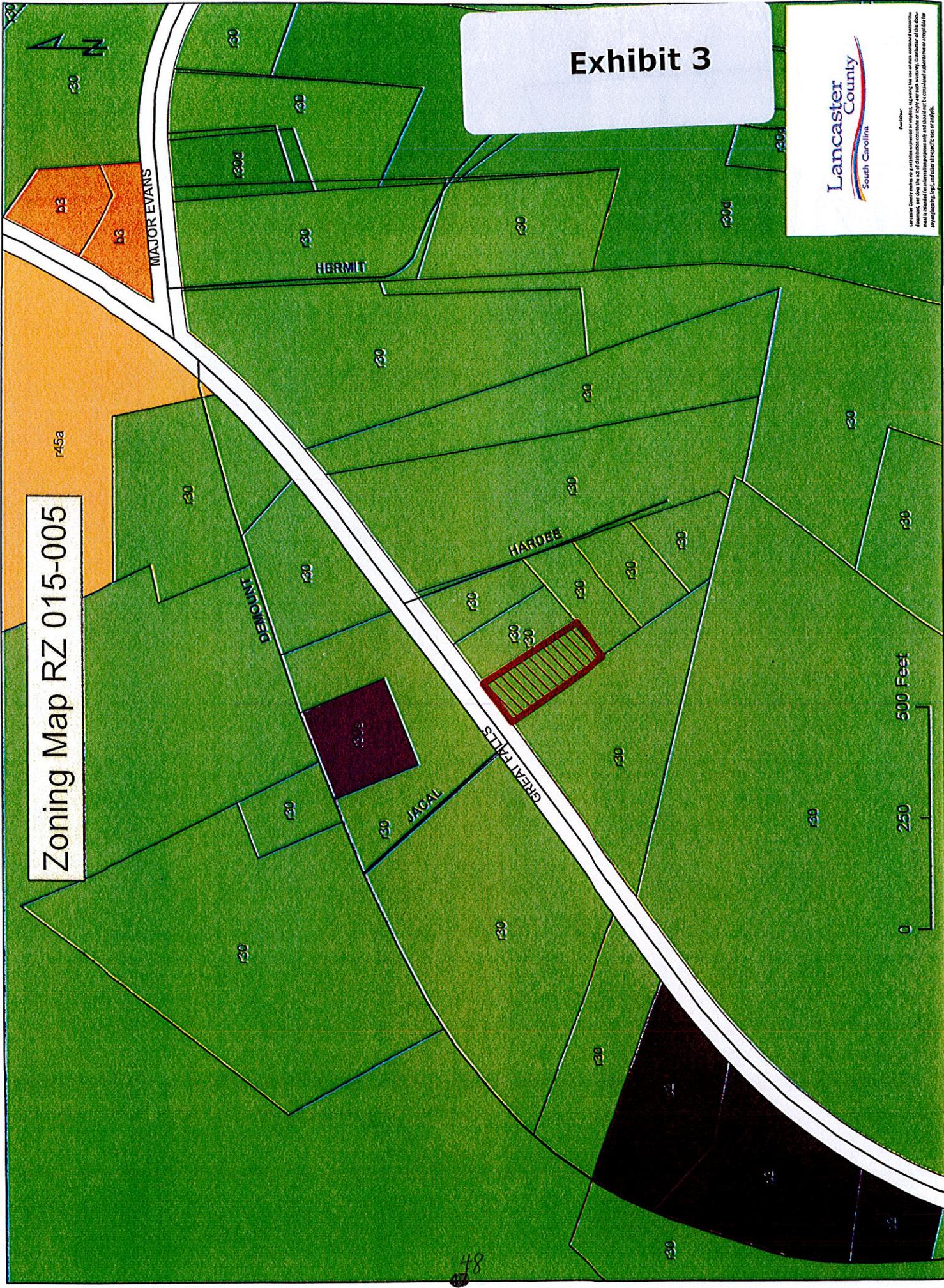
17

Zoning Map RZ 015-005

Exhibit 3



Disclaimer:
Lancaster County makes no guarantee, warranty or endorsement, regarding the use of data contained herein. The accuracy, reliability, or completeness of the data is not guaranteed. Lancaster County is not responsible for any errors or omissions, including those caused by third parties. The user assumes all liability for the use of the data. Lancaster County makes no representation or warranty, regarding the use of data contained herein. The accuracy, reliability, or completeness of the data is not guaranteed. Lancaster County is not responsible for any errors or omissions, including those caused by third parties. The user assumes all liability for the use of the data.



Future Land Use Map RZ 015-005

Exhibit 4



Lancaster County makes no guarantee, representation or warranty, regarding the use or reuse contained herein. This map is intended for informational purposes only and shall not be considered a contract. Subject to the approval of the Planning Board, the Board of Commissioners may amend, modify, delete or add to the map at any time.

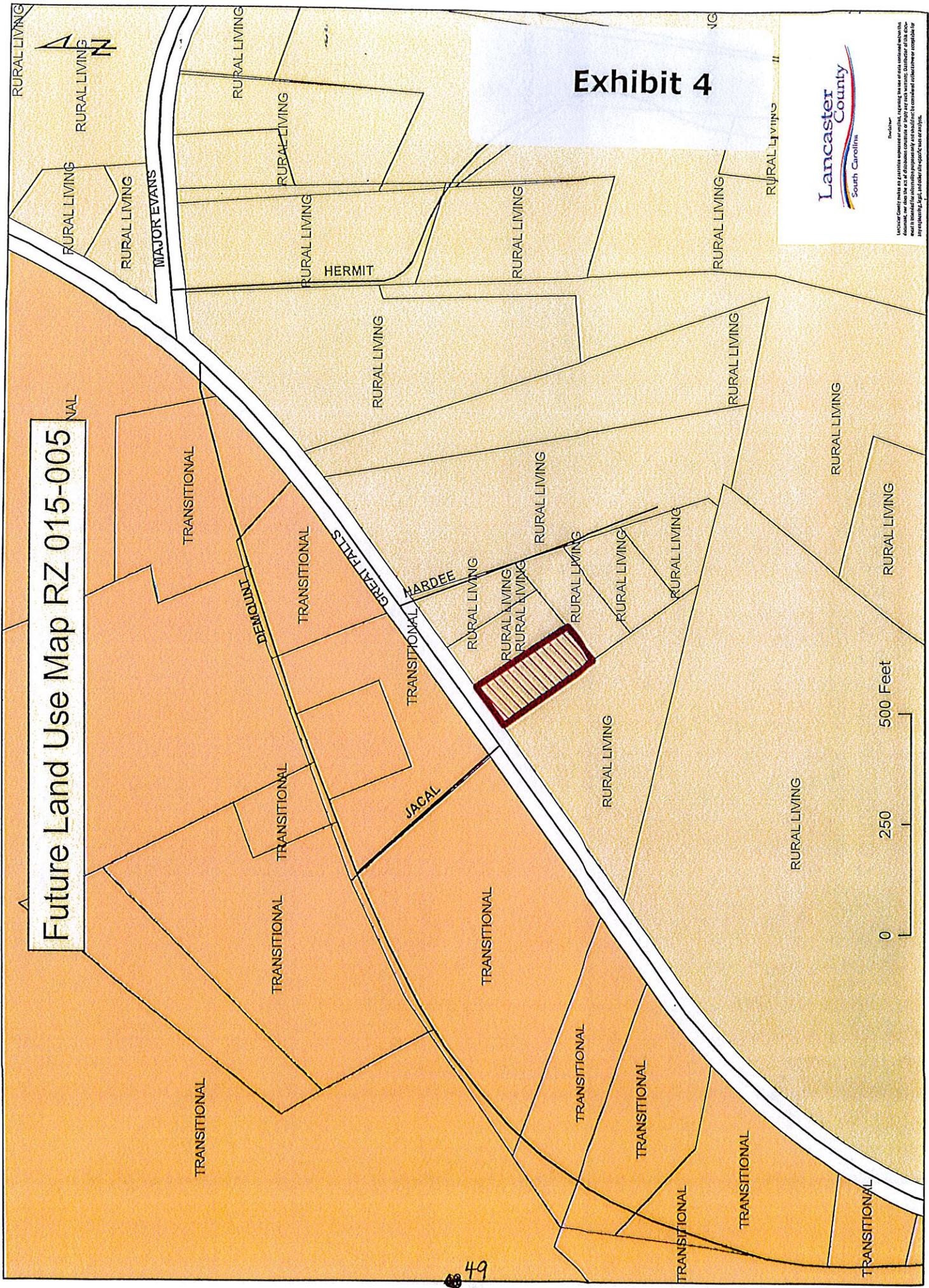
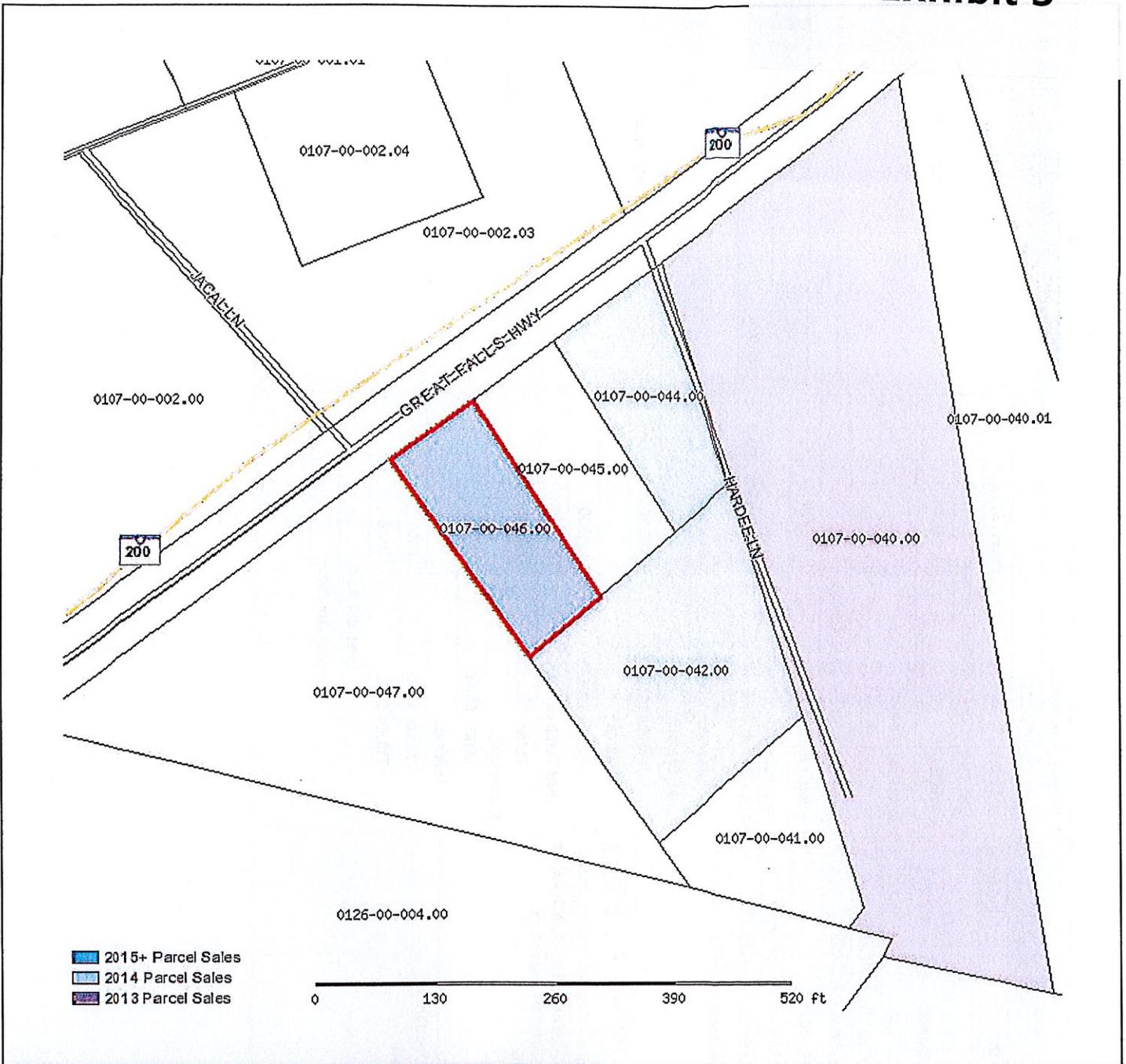


Exhibit 5



Lancaster County Assessor			
Parcel: 0107-00-046.00 Acres: 1.26			
Name:	KALASHNIK SERGEY V	Land Value	\$13,800.00
Site:	4299 GREAT FALLS HWY	Improvement Valt	\$0.00
Sale:	\$\$12,000 on 07-2015 Vacant= Qual=0	Accessory Value	\$7,500.00
Mail:	4299 GREAT FALLS HWY	Total Value	\$21,300.00
	LANCASTER, SC 29720		



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: 06/23/16 : 13:31:12

Situs/Location Information Location: 4299 GREAT FALLS HWY City: Lancaster Zip: 29720		Edit	
Account Information Parcel ID: 0107-00-046.00 Property ID: 28375 User Account: QMH - QualMH Property LUC: QMH - QualMH Primary Juris: 1 - 1 Assessed Size: 1.26000 District Group: 4 - 4 Council District:			
<input type="checkbox"/> Closed <input type="checkbox"/> Locked		Account Type:	
Imp/Vac/Yr:		Yard Items:	
Neighborhood: 05 - 05		Market Area:	
Unit Type: AC - ACRES		District Code: 01 - County	
Appraisal Area: 03 - 03		Appraisal Area:	
Owner/Mailing Information Owner Name: KALASHNIK SERGEY V Mailing Address: 4299 GREAT FALLS HWY, LANCASTER, SC, 2...			
Edit			
Associated Parcels: Enter Parcel ID:			
Validate & Add		X	
Narrative - Click for Building Info... This Parcel contains 1.260 AC of land mainly classified as QualMH.			
Legal Description 110X250			
Sales Information Legal Ref: 893-219 Date: 7/7/2015 Price: \$12,000 Grantor: FIRST CITIZENS BANK & TRUST CO. Validity: 0 LUC: NMH		Picture No image data	
Edit		Sketch No image data	
Legal Ref: 844-49 Date: 1/1/2015 Price: \$1 Grantor: SERGEY V KALASHNIK Validity: 91 LUC: NMH		Last Modified:	
Valuation Information 2015 Appraised: In Process Mkt Adj Cost: \$15,800 Total Land: \$15,800 Ag Credit: Land: \$15,800 Building: Yard: \$7,500 Mkt Total: \$23,300 Total: \$23,300			
Assessed: Land: \$632 Building: \$300 Yard: \$932 Total: \$932			
Limited Total: Limited Taxable:		X	

CHAPTER 4. CONDITIONAL AND SPECIAL EXCEPTION USES

- a. A site plan showing property boundaries, all zoning district boundaries in the area, required setbacks, existing structures, use of adjacent properties, the proposed tower location, site elevation, tower height, guy anchors, driveway(s), parking area(s), fencing and landscaping.
- b. Plans and specifications for the proposed wireless communications transmission facility including foundation, wind and ice loading, antennae and accessories, and any accessory structure(s).
- c. A current map or update for an existing map on file, showing the locations of all of the applicant's existing and proposed wireless communications transmission facilities within the county which are reflected in public records and serving any property within the county.
- d. Identification of the owners of all antennae and related equipment to be located on the site; written authorization from the site owner for the application; evidence that a valid FCC license for the proposed activity, if applicable, has been applied for; and a copy of FCC form 854 (Application for antenna structure registration), if applicable.
- e. Any additional information as may be required by the planning director or building official to determine that all applicable regulations shall be met, including certifications by the applicant or other documentation evidencing compliance with the provisions of this section.

(Ord. No. 413, 12-18-00; Ord. No. 602, 4-5-04; Ord. No. 748, 5-1-06)

Section 4.1.27 Motor vehicle dealer (used). *B-2 For 0107-00-047-00*

B 2 Motor vehicle dealer (used) shall be sited to meet the following requirements:

1. Such use shall be located in the B-2 Community Business District.
2. The lot shall not contain more than twenty-five (25) vehicles for sale or lease at any one time.
3. No stringed pennants or streamers, typically associated with automobile dealerships, shall be permitted.
4. Signage shall be in compliance with the B-2 zoning specifications.
5. Parking shall be provided which is in compliance with the standards contained in chapter 11 for car sales or rental.
6. Proof shall be required that required licenses, fees, etc. have been obtained and paid.
7. A street yard shall be planted on the site in accordance with the requirements of Chapter 12, Landscaping Requirements.
8. Around the foundation of any building, shrubs shall be planted in an area which is a minimum of fifteen (15) feet in width. The shrubs shall be appropriately spaced based on the width of the shrub at maturity. These shrubs shall be evergreens and shall meet the minimum requirements contained in Chapter 12, Landscaping Requirements, for the installation of shrubs.
9. A Type 3 buffer yard shall be installed along that portion of any property line which adjoins a residentially zoned or residentially used parcel of land.

(Ord. No. 539, 4-29-03)

Editor's note—

Ord. No. 539, adopted April 29, 2003, amended the unified land development regulations by adding provisions designated as section 4.1.13. In order to avoid conflicts in section numbering the editor has redesignated the provisions of Ord. No. 539 as section 4.1.27

Exhibit 6

Albert Ellis

Willie White

BUSINESS B-2 / UPDATED 7/11/07/Ord.#832**USES PERMITTED:**

1. Bed and Breakfast
2. Support Activities for Crop Production
3. Veterinary Service w/indoor pens – Animal Hospital, Veterinarian Office/Clinic, Veterinary Testing Labs
4. Pedigree Record Services
5. Commercial Kennels w/indoor pens
6. Farm Labor and Management Service
7. Landscape and Horticultural Service
8. Paint, Glass or Wallpaper Store
9. Hardware Store
10. Retail Nurseries, Lawn and Garden Supply Store
11. *Retail Store containing less than 6,000 square feet of gross floor area*
12. Open Air Market (farm, crafts, produce),etc.)
13. Retail Store – General – Small Scale (i.e.) Clothing, Shoe, Antiques
14. Office/Banks, Savings & Loans and Credit Unions
15. *Office, General and Medical*
16. Tourist Homes and other temporary residences renting by the day or week
17. Travel Arrangement and Reservation Services
18. Freight Transportation Arrangement Agency
19. Miscellaneous Incidental Transportation Service
20. Rooming and Boarding Houses
21. Personal and Laundry Services
22. Florist Shop
23. Funeral Service and Crematories
24. Automobile Parking
25. Automotive Service (except repair)
26. Motion Picture Theater
27. Video Tape Rental Store
28. Amusement and Recreation Facilities (Non-Public)
29. Offices and Clinics of Doctors, Dentists, & Other Health Practitioners
30. Medical or Dental Laboratory
31. Miscellaneous Health or Allied Service
32. Building Construction – General Contractors Facility (no outdoor storage)
33. Construction – Special Trade Contractors
34. Museums and Art Galleries
35. Job Training and Vocational Rehabilitation Service
36. Child Day Care Service or Facility
37. Adult Day Care Service or Facility
38. Residential Care Service or Facility (i.e.) Children's Home, Halfway House
39. Religious Institution
40. Taxi Company Facility
41. Telephone Communications Facilities

BUSINESS B-2 / UPDATED 7/11/07

42. Telegraph or Other Message Communications Facilities
43. Cable or Other Pay Television Facilities
44. Park or Playground
45. Recreation Facility (except golf courses)
46. Botanical or Zoological Garden
47. Cemetery/Mausoleum
48. Other Designated Community Open Space Area
49. General Agricultural Activities (i.e.) general row crop production, free-range livestock operations, pasture land, hay land, woodland and wildlife management areas
50. Forest Production – Including Christmas Trees
51. *Car Wash*
52. *Convenience Stores without fuel*
53. *Restaurants, without drive-thru windows*
54. *Art Galleries*
55. *Open Space (except golf courses); parks, recreation facilities, botanical or zoological gardens, cemeteries, etc.*
56. *Nature Preserve or Wildlife Sanctuary*

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. Motor Vehicles Dealer
8. Hotels and Motels (Except Casino Hotels)
9. Private or Commercial Horse Stables
10. Recycling Facilities, Convenience Centers and Resource Recovery Facilities
11. Wireless Communication Towers (i.e. Cellular Communications)
12. Nature Preserve or Wildlife Sanctuary

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)

Exhibit 7

8. **Government Offices**
9. **Courthouse**
10. **Police Station**
11. **Fire Station**
12. **Ambulance Service/Rescue Squad**
13. **Detention Center**
14. **Other Public Order and Safety Facility**
15. **Electricity, Water, Sewer, and Petroleum Distribution/Collection Facilities and Services**

USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:

1. **Special Events**
2. **Chemical Dependency Treatment Center**
3. **Recoverable Waste Collection and Recycling Centers**

Planning Staff Report: Development Agreement Amendment for Bretagne

I. Facts

A. General Information

The purpose of the public hearing is to receive public comment on the proposed amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC. The property subject to the Bretagne Development Agreement amendment is approximately 153.5 acres and is located off of Barberville Road.

The amendment updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies due at the time an application for a building permit is made, removes certain properties, and updates the exhibits. The primary development use approved for the property is single-family residential dwelling units.

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-Amendment of Bretagne Development Agreement

II. Findings

On June 10, 2016, the Planning Department received the attached amendment to the Development Agreement for Bretagne from Debbie Hardin, County Clerk. The Administrative Assistant, Judy Barrineau emailed the document to the Lancaster County Planning Commissioners. On June 14, 2016, the Planning Department sent out a memo with the attached development agreement amendment document for Bretagne to the following department heads: Clay Catoe, EMS Director; Darren Player, Emergency Management/Fire Service Director; Kenneth Cauthen, Zoning Administrator; Jeff Catoe, Public Works Director; Steve Yeargin, Building Official; Hal Hiott, Parks and Recreation, and Steve Willis, County Administrator. Please see Exhibit 4.

Exhibits:

- 1) Property Location
- 2) Development Agreement Process

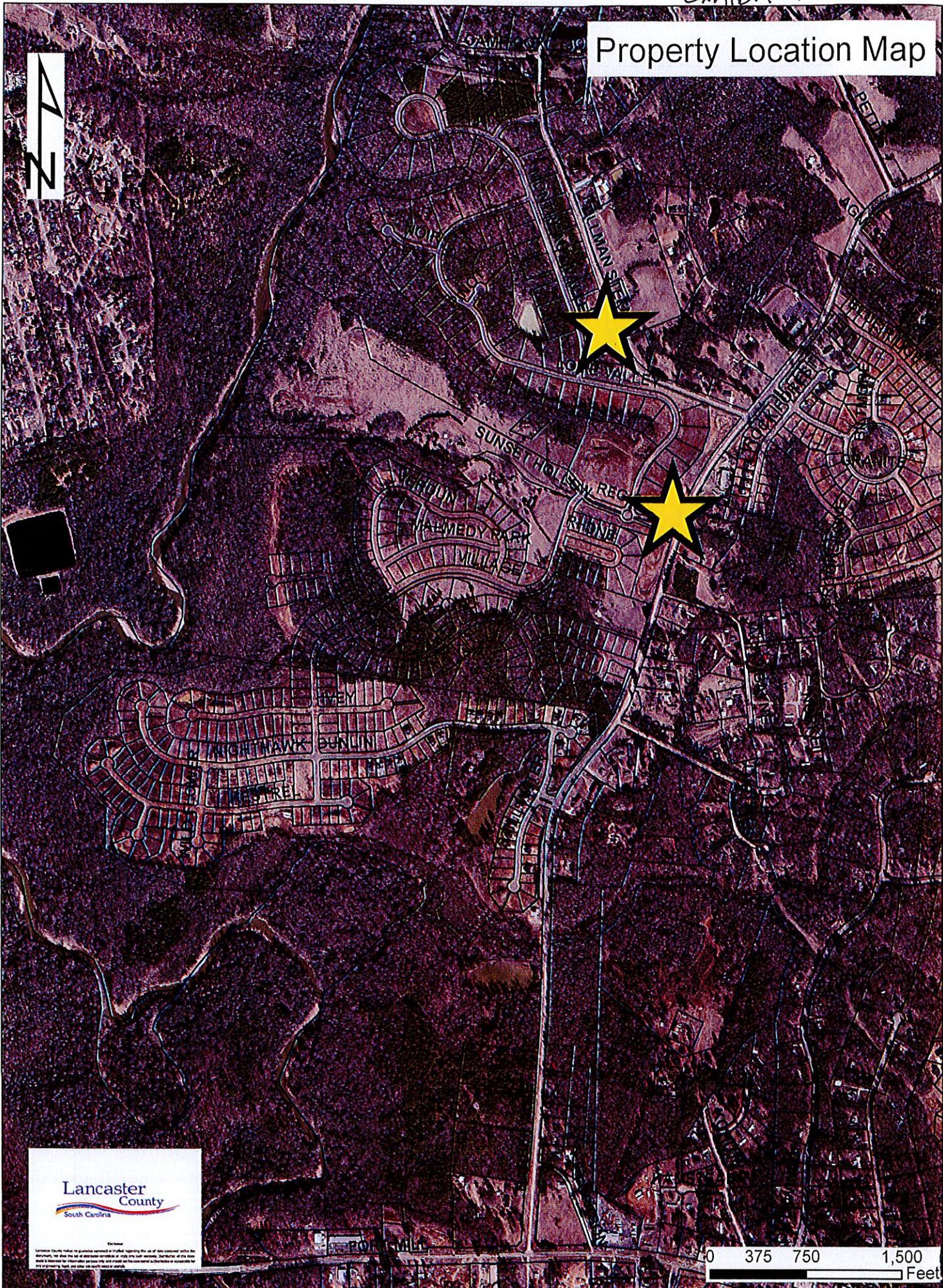
- 3) Proposed Development Agreement
- 4) Comments from Department Heads
- 5) Supplemental Documents: Original Development Agreement and other documents

III. Recommendation of Planning Staff

It is the recommendation of the planning staff that the above development agreement be approved based on the suggestions from the various staff comments. The Bretagne Development Agreement amendment needs to be clear on what Phases of the project is included in this amendment.

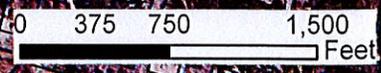
The Planning Commission will review the current text and make a recommendation to the Bretagne Development Agreement Amendment. Then the recommendations of the Planning Commission are submitted to the Development Agreement Committee for its consideration. The Development Agreement Committee shall submit 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.

Property Location Map



Lancaster County
South Carolina

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Development Agreement Process

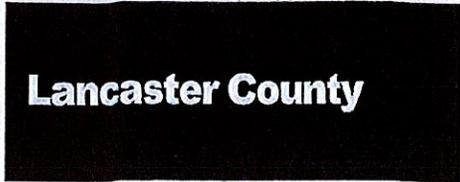
1. Developers seeking to rezone property containing twenty-five (25) acres or more should be advised that it is Council's practice for a development agreement to be agreed to for that property.
2. Developers should be prepared to submit a proposed development agreement that conforms to the requirements of the Development Agreement Ordinance for Lancaster County, South Carolina (Ordinance No. 663; UDO, Chapter 23). Word versions of recent development agreements are available from the County Attorney.
3. The proposed development agreement, including map, project description, and required items, are submitted by the developer to the Clerk to Council. 663: Sec. 5(A); UDO: 23.5a.
4. The Clerk to Council sends the proposed development agreement to Council, Planning Commission, Planning Department Director, Administrator and County Attorney. 663: Sec. 5; UDO: 23.5.
5. The Clerk to Council is responsible for ensuring compliance with the notice requirements applicable to the consideration of development agreements.¹ 663: Sec. 5(E); UDO: 23.5e.
6. The Planning Director reviews the documents, consulting with the County Attorney as needed, and staff (such as Fire, EMS, Public Works, Zoning and Planning) to develop a report on the proposed development agreement for use by the Planning Commission and Development Agreement Committee. 663: Sec. 5(C)(2); UDO: 23.5c2.
7. The Planning Commission reviews the proposed development agreement as received from the developer, conducts a public hearing and makes recommendations, if any, to the Development Agreement Committee and Council. 663: Sec. 5(D); UDO: 23.5d.
8. The Development Agreement Committee meets as needed to review the proposed development agreement, the Planning Director's report, the recommendations of the Planning Commission and any other information the committee considers relevant. Through staff, the Development Agreement Committee negotiates with the developer on any aspect of the proposed development agreement. 663: Sec. 5(C); UDO: 23.5c.
9. The Development Agreement Committee shall submit a report on the proposed development agreement to Council, taking into consideration all relevant information. 663: Sec. 5(C); UDO: 23.5c.
10. Upon receipt of the report from the 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); UDO: 23.5f.

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

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

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

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



Memo

To: Members of Lancaster County Council
Members of the Lancaster County Planning Commission
Penelope Karagounis, Planning Director and Staff Liaison for the Planning Commission
Judy Barrineau, Clerk to the Planning Commission
Steve Willis, County Administrator
John Weaver, County Attorney

(Via Hand Delivery and Email)

From: Debbie C. Hardin, Clerk to Council

Date: ~~May 12, 2016~~

Re: Proposed First Amendment to the Development Agreement for Bretagne

On June 8, 2016, I received the attached First Amendment to the Development Agreement for the above referenced.

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

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

Thank you

SPENCER & SPENCER
PROFESSIONAL ASSOCIATION

Attorneys and Counselors at Law

C.E. SPENCER (1849-1921)
C.W.F. SPENCER (1876-1956)
C.W.F. SPENCER, JR. (1911-1985)
EMIL W. WALD (1934-2011)
W.C. SPENCER †
WILLIAM L. "RED" FERGUSON †
PAUL W. DILLINGHAM
W. MARK WHITE
W. CHAPLIN SPENCER, JR.*
R. ALEXANDER SULLIVAN*
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JEREMY D. MELVILLE*

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803-327-3868
E-Mail Address
chaplinspencer@spencerfirm.com
Website
www.spencerfirm.com

June 8, 2016

Via U.S. Mail and E-mail (dhardin@lancastercountysc.net)
Debbie Hardin, Clerk to Council
Lancaster County Council
P. O. Box 1809
Lancaster, SC 29721

Re: First Amendment to the Development Agreement
for Bretagne

Dear Ms. Hardin:

Enclosed please find the draft First Amendment to Development Agreement along with Exhibits A-F. Bretagne has met with Lancaster County representatives in order to make this process go as smooth as possible. We respectfully request that you commence the scheduling for the amendment as soon as possible.

It is our hope and desire to commence redevelopment in the near future. This will demonstrate positive growth in the area and significantly increase the tax base from vacant lots to residential houses valued in excess of \$500,000. This development will also facilitate development north of the site by providing Lancaster County Water and Sewer District with a gravity line and additional easements to serve future growth.

I look forward to hearing back from you.

Yours very truly,

SPENCER & SPENCER, P.A.


W. Chaplin Spencer, Jr.

Enclosures

00122880.1

Debbie Hardin
June 8, 2016
Page 2

cc: Emily Barry, Bretagne HOA President
Penelope Karagounis
John Weaver, Esq.
Mike Ey, Esq.

00122880.1

(Space above this line for recording use)

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **FIRST AMENDMENT TO THE
) DEVELOPMENT AGREEMENT
) FOR BRETAGNE**

This **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR BRETAGNE** ("First Amendment") is made and entered into as of the ___ day of 2016, by and between **BRETAGNE HOLDINGS, LLC** ("Developer"), a South Carolina limited liability company, and the **COUNTY OF LANCASTER** (the "County"), a political subdivision of the State of South Carolina.

WHEREAS, the Development Agreement dated June 4, 2007 for the Bretagne development was entered into by Bretagne Development Group, LLC, Linda S. Rowland, Blanche Carrouth, Arnold E. Carrouth, and Lancaster County (the "Development Agreement"). The Development Agreement is recorded in the records of the Lancaster County Register of Deeds in Deed Book 403, Pages 100-135;

WHEREAS, Bretagne Development Group, LLC was the original developer of the Property but ceased development and is no longer the developer or owner of the Property;

WHEREAS, the Property subject to the Development Agreement originally consisted of 302.22 acres, more or less, with Phases 1-7;

WHEREAS, Phases 4, 5 and 6 were removed from the Development Agreement by virtue of the circuit court's order in the foreclosure action identified as Wachovia Bank, National Association versus Bretagne Development Group, LLC, *et al*, Case No. 2009-CP-29-621;

WHEREAS, all of the individual lots in Phases 1-3 were sold but Bretagne Development Group, LLC failed to construct most of the infrastructure improvements;

WHEREAS, the property owners association for the lot owners engaged Developer to complete construction of the infrastructure improvements described herein to enable use of the lots and County agrees that allowing Developer to complete such construction is in the best interest of all parties involved;

WHEREAS, Developer seeks to amend the Development Agreement to allow completion of the Bretagne development now consisting of Phases 1-3 with One Hundred Forty-Nine (149) lots and One Hundred Fifty-Three and a half (153.5) acres, more or less, located in the County and known as the Bretagne; and

WHEREAS, Section 5.02 of the Development Agreement provides that amendments to the Development Agreement must be in writing and, for the amendment to be effective, it must be signed by the party against whom the amendment is sought to be enforced.

NOW THEREFORE, Developer and County hereby agree to amend the Development Agreement as set forth herein.

The above recitals are incorporated in this First Amendment as if the recitals were set out in this First Amendment in their entirety.

Section 1. Section 1.02 the definitions below are amended to read:

(6) "Developer" means Bretagne Holdings, LLC, as successor developer, as its successor in title to the Property who undertake development of the Property.

(12) "Parties" means County and Developer.

Section 2. Section 1.03 of the Development Agreement is amended to read: "The parties to this Agreement are County and Developer."

Section 3. Section 1.06(A) of the Development Agreement is amended to replace in subsection A "four hundred (400) single-family residential lots" with "one hundred forty-nine (149) single-family residential lots."

Section 4. Section 1.06(C) of the Development Agreement amended to read: "The Overall Development Plan for the Development is attached hereto as Exhibit F and incorporated herein by reference. 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 requirements of the UDO apply. Final plats were approved for the Property and are hereby ratified with the final plats being: (i) "Phase 1, Estates Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 15, 2007, recorded June 18, 2007, in Plat Book 2007, Pages 684-686, Office of the Register of Deeds for Lancaster County, South Carolina; (ii) "Villages Phase 2, Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Page 651, Office of the Register of Deeds for Lancaster County, South Carolina; and (iii) "Villages Phase 3 Bretagne Subdivisions" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Pages 649-650, Office of the Register of Deeds for Lancaster County, South Carolina."

Section 5. Section 1.09(D) of the Development Agreement is deleted.

Section 6. Section 1.10 of the Development Agreement is amended to read: “The term of this Agreement commences on the date this Agreement is executed by the Parties and terminates on June 5, 2022.”

Section 7. Section 2.02 of the Development Agreement is amended to read: “Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately 153.5 acres. Developer represents that it is the only legal and equitable owner of the roads and common areas (but not the lots as these were sold to individual lot owners) of the Property set forth in Exhibit A.”

Section 8. Section 4.02 of the Development Agreement is amended to read: “At the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06, Developer (or individual lot owners as set forth in Section 1.09(C)) agrees to pay County one thousand five hundred dollars (\$1,500) for each residential dwelling unit to which the building permit would apply. From this \$1,500 payment, \$500 will be allocated for the benefit of Lancaster County School District Number One and \$1,000 will be allocated toward public safety.”

Section 9. Section 4.06 Library Books of the Development Agreement is deleted and replaced with the following: “Section 4.06 Carolina Thread Trail. Developer agrees to consider the possible donation to County of an easement along or near Sugar Creek on the Property (the “Easement”). The Easement would be fifty feet (50’) wide, with the exception of portions of the Easement that are adjacent to lots, wetlands, water quality and detention ponds, and grading obstacles, which areas would be not less than twenty-five (25’) wide. The Easement would be used only for the purpose of a public trail that may be a part of the Carolina Thread Trail. The instrument granting the Easement would include appropriate restrictions on the use of the Easement to ensure that it will be used for a public trail purposes and be on such terms as reasonably approved by Developer.”

Section 10. Section 5.01 of the Development Agreement regarding addresses for notices to Developer is amended to read:

And to Developer: Bretagne Holdings, LLC
P.O. Box 49244
Charlotte, NC 28277

With Copy to: Spencer & Spencer, PA
Attn: W. Chaplin Spencer, Jr., Esq.
226 E. Main Street
P.O. Box 790
Rock Hill, SC 29731

Section 11. The Development Agreement is amended by replacing and updating each exhibit (Exhibits A-F) with Exhibits A-F as attached hereto.

Section 12. Developer agrees to record this First Amendment with the County Register of Deeds within fourteen (14) days of the execution of this First Amendment. Upon execution of this First Amendment by the parties to it, the Development Agreement consists of the Development Agreement as originally executed and recorded as amended by this First Amendment.

WITNESS our Hands and Seals this _____ day of _____, 2016.

WITNESSES:

Bretagne Holdings, LLC,
a South Carolina limited liability company

BY: _____

ITS: _____
DATE: _____, 2016

WITNESSES:

COUNTY OF LANCASTER,
SOUTH CAROLINA

BY: _____

Steve Willis
ITS: County Administrator

DATE: _____, 2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2016.

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

Exhibit A
Property Description

TRACT 1 (Phase 1)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled “Phase 1, Estates Bretagne Subdivision” prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 15, 2007, recorded June 18, 2007, in **Plat Book 2007, Pages 684-686**, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

TRACT 2 (Phase 2)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled “Villages Phase 2, Bretagne Subdivision” prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in **Plat Book 2007, Page 651**, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

TRACT 3 (Phase 3)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled “Villages Phase 3 Bretagne Subdivisions” prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in **Plat Book 2007, Pages 649-650**, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

Exhibit B
Development Conditions
and
Development Acreage and Information

Development of the Property shall occur in accordance with the provisions of this Agreement, specifically including, but not limited to, Section 1.06, this Exhibit B and the proposed layout shown on Exhibit F.

Conditions and Exceptions

In addition to any other condition or exception that may apply to the Property, the following conditions and exceptions apply:

1. No clear-cutting shall be permitted;
2. Each lot, prior to the issuance of a certificate of occupancy for a dwelling thereon, shall have planted on it no fewer than two new hardwood trees of at least three inch caliper at chest height.
3. Side set backs shall be ten (10) feet on both sides of each lot (total of twenty (20) feet), provided that they may be reduced to eight (8) feet on either or both sides, in the event that stone, stucco, brick, hardiplank, or other similar non-flammable material is used on the entire facade.
4. In order to avoid regulated or protected environmentally sensitive areas, Developer shall have the right to:
 - a. reduce density;
 - b. reconfigure the lot layout around the environmentally sensitive areas;
5. Front set backs shall be twenty-five (25') feet, and rear set backs shall be twenty-five (25') feet.
6. The following exceptions to Section 13.7.10.8(c) of the UDO (Road Design (Geometric Criteria)) are approved:
 - (a) the centerline radius for Roads I, M and O, as depicted on Exhibit F, is reduced from a minimum of one hundred fifty feet (150') to a minimum of one hundred feet (100');
 - (b) the one hundred foot (100') minimum tangent between reverse curves does not apply to Roads A, B, H, Q and R, as depicted on Exhibit F; and
 - (c) the sixty foot (60') minimum tangent from curve to intersection does not apply to Roads K, O, P, Q, R, S, T, U and W, as depicted on Exhibit F, provided, however, all roads must intersect at ninety degree angles.
7. The following exception to Section 13.7.9.1 of the UDO (Residential Block Length) is approved: the minimum block length of six hundred feet (600') does not apply in Villages 1 through 6, as depicted on Exhibit F.
8. The following exception to Section 13.7.9.2 of the UDO (Residential Block Width) is approved: the minimum two tier block width does not apply in Villages 3 and 4, as depicted on Exhibit F.

9. The following exception to Section 10.6(17) of the UDO (New Subdivision or Commercial Development Signs) is approved: in lieu of the thirty-two (32) square foot maximum, the maximum sign surface area shall not exceed fifty (50) square feet.
10. The following front and side setbacks for corner lots is approved: for corner lots in the Villages, the front yard setback is not less than twenty-five feet (25') and the side yard setback is not less than fifteen feet (15'); for corner lots in the Estate portion of the Property, the front yard setback is twenty-five feet (25') and the side yard setback is not less than twenty-five feet (25').
11. The following exception to Section 12.11.2 of the UDO (Street Yard Landscaping) and Section 13.8.3(p) of the UDO (Final Plat, Performance Guarantee) is approved: in lieu of the Developer planting the trees required by Section 12.11.2 of the UDO or providing a performance guarantee as required by Section 13.8.3(p), the owner of each individual lot shall be responsible for planting the trees required by Section 12.11.2 and the trees must be planted before a certificate of occupancy may be issued for the property.

Density and Acreage Information

- The total number acres used to calculate density is 153.499.
- The overall density for the Bretagne development is 1.03 units per acre.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

<u>Calendar Year</u> <u>Beginning January 1</u>		<u>Units Commenced/Completed</u> <u>Single Family Units</u>
2017	2018	25
2018	2019	50
2019	2020	25
2020	2021	25
2021	2022	24

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. Developer is the legal and equitable owner of the roads and common areas but not the lots as these were sold to individual property owners.

(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 rezoning of the property.* See Section 1.05.

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

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV, including specifically Section 4.05.

(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.* Not applicable except that in regards to any environmentally sensitive property, 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 Clerk of Court. 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 5.12.*

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of May 22, 2006. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of May 22, 2006. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. [] approving the First Amendment to this Development Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit F
Overall Development Plan is Attached

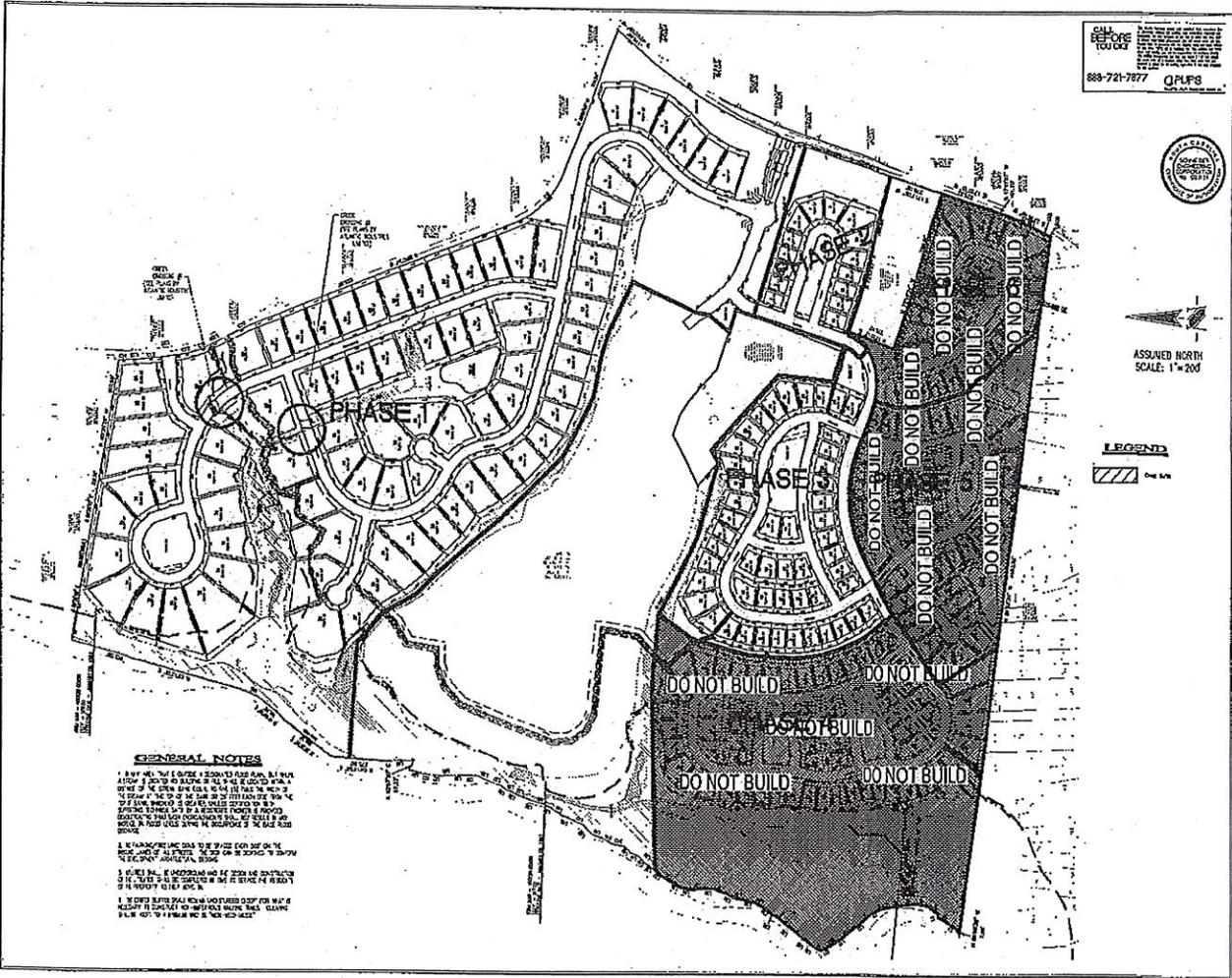
PCL XL error

Subsystem: xlpaint

Error: Input Stream EOF

Operator: BezierRelPath

Position: 625589



GENERAL NOTES

1. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% OPEN SPACE. THE DEVELOPER SHALL PROVIDE A MAINTENANCE PLAN FOR THE OPEN SPACE AREAS. THE DEVELOPER SHALL ALSO PROVIDE A MAINTENANCE PLAN FOR THE COMMON AREAS. THE DEVELOPER SHALL ALSO PROVIDE A MAINTENANCE PLAN FOR THE COMMON AREAS.
2. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% OPEN SPACE. THE DEVELOPER SHALL PROVIDE A MAINTENANCE PLAN FOR THE OPEN SPACE AREAS. THE DEVELOPER SHALL ALSO PROVIDE A MAINTENANCE PLAN FOR THE COMMON AREAS. THE DEVELOPER SHALL ALSO PROVIDE A MAINTENANCE PLAN FOR THE COMMON AREAS.
3. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% OPEN SPACE. THE DEVELOPER SHALL PROVIDE A MAINTENANCE PLAN FOR THE OPEN SPACE AREAS. THE DEVELOPER SHALL ALSO PROVIDE A MAINTENANCE PLAN FOR THE COMMON AREAS. THE DEVELOPER SHALL ALSO PROVIDE A MAINTENANCE PLAN FOR THE COMMON AREAS.
4. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% OPEN SPACE. THE DEVELOPER SHALL PROVIDE A MAINTENANCE PLAN FOR THE OPEN SPACE AREAS. THE DEVELOPER SHALL ALSO PROVIDE A MAINTENANCE PLAN FOR THE COMMON AREAS. THE DEVELOPER SHALL ALSO PROVIDE A MAINTENANCE PLAN FOR THE COMMON AREAS.

CALL BEFORE YOU DIG
888-721-7877 QPLPS



LEGEND
 One Lot

REGIONS OF BRETAGNE 1, 2, 3

UNINCORPORATED COMMUNITY NORTH CAROLINA
 REGIONS OF BRETAGNE, LLC
 1000 WILSON ROAD, SUITE 100, WILSON, NC 27597

DATE: 08/11/16

BY: [Signature]

PROJECT: [Project Name]

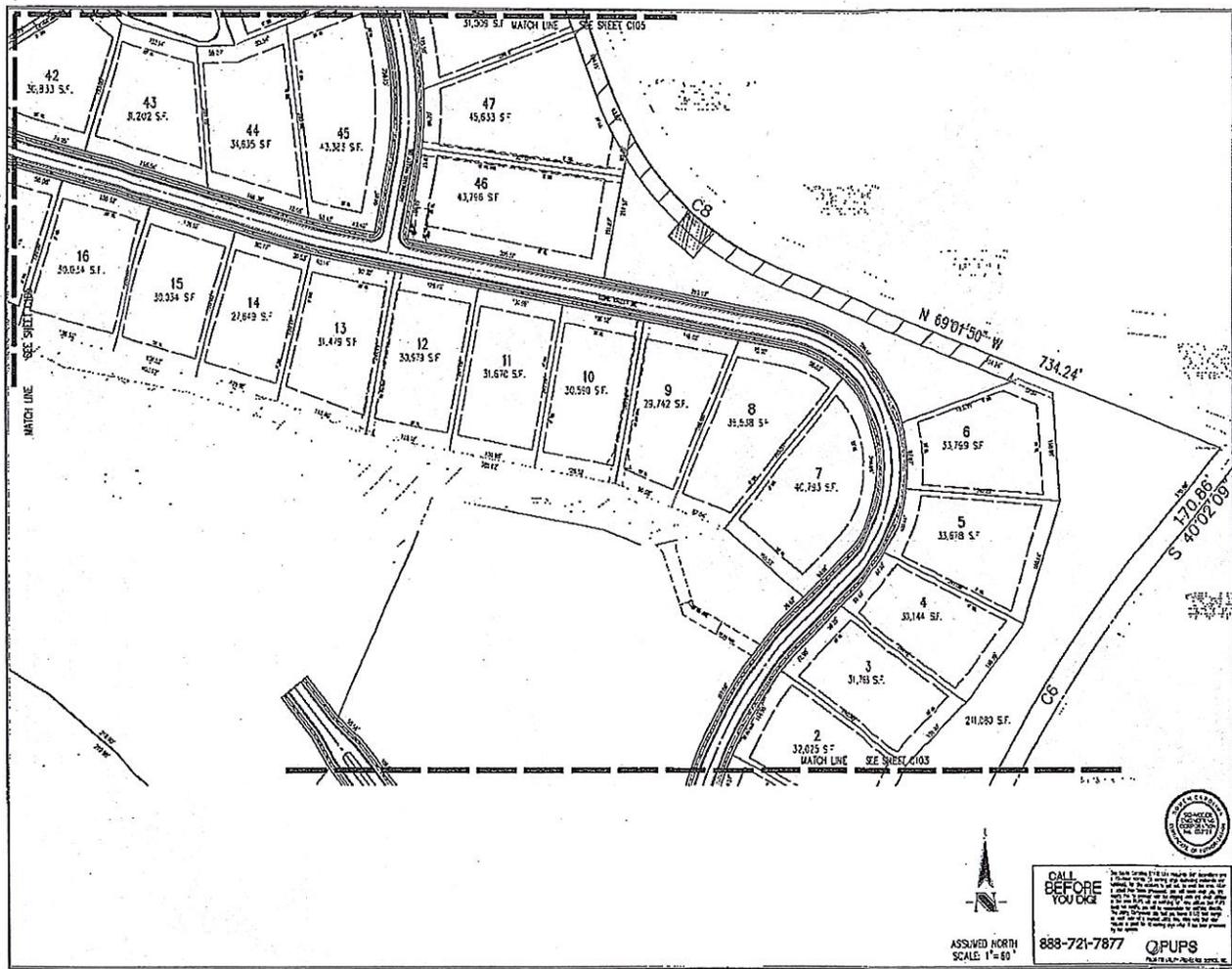
DATE: 08/11/16

BY: [Signature]

DATE: 08/11/16

BY: [Signature]

C101



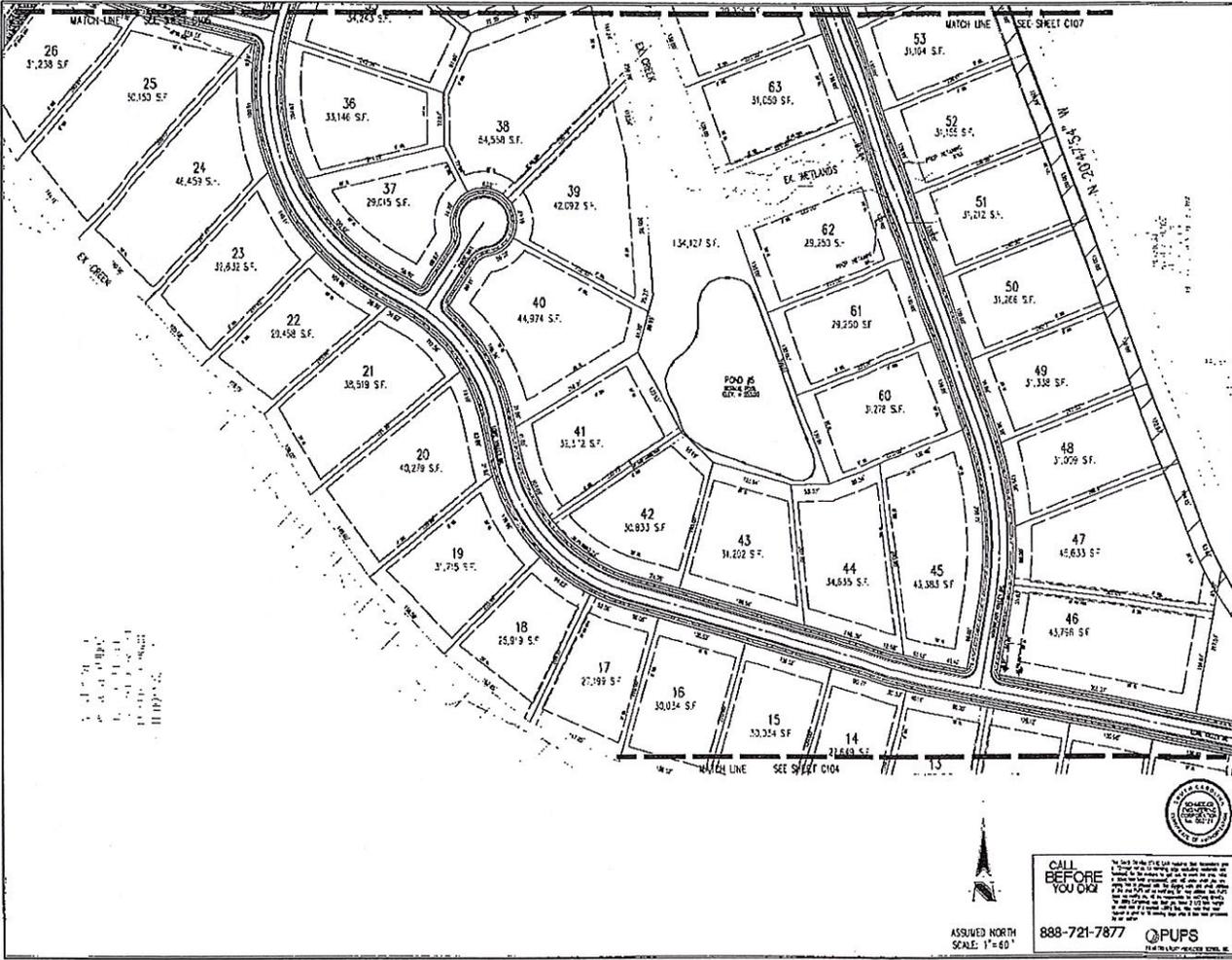


 16 3042222 CORPORATION
 1000 WEST 10TH AVENUE
 DENVER, CO 80202
 PHONE: 303.733.3333
 FAX: 303.733.3333
 WWW: WWW.SCHNEIDER.COM

REGIONS OF BRETAGNE 1, 2, 3
 LUCASIAN CONCRETE NORTH CAROLINA
 P.O. BOX 10000
 RAILROAD AVENUE, WYOMING, WY 82001
 (307) 482-2222

DATE	20/2/16	PROJECT NO.	8001003
BY	JM	CHECKED BY	JM
SCALE	1"=60'	DATE	20/2/16
PROJECT	REGIONS OF BRETAGNE 1, 2, 3	BY	JM
SCALE	1"=60'	CHECKED BY	JM
DATE	20/2/16	PROJECT NO.	8001003

888-721-7877 QPUPS
 C104



REGIONS OF BRETAGNE 1, 2, 3

LAURENCE COUNTY, NORTH CAROLINA
 BEAM GROUP DEVELOPMENT, LLC
 1405 BREITBURG TRL. WEST HAVEN, CT 06457-1308

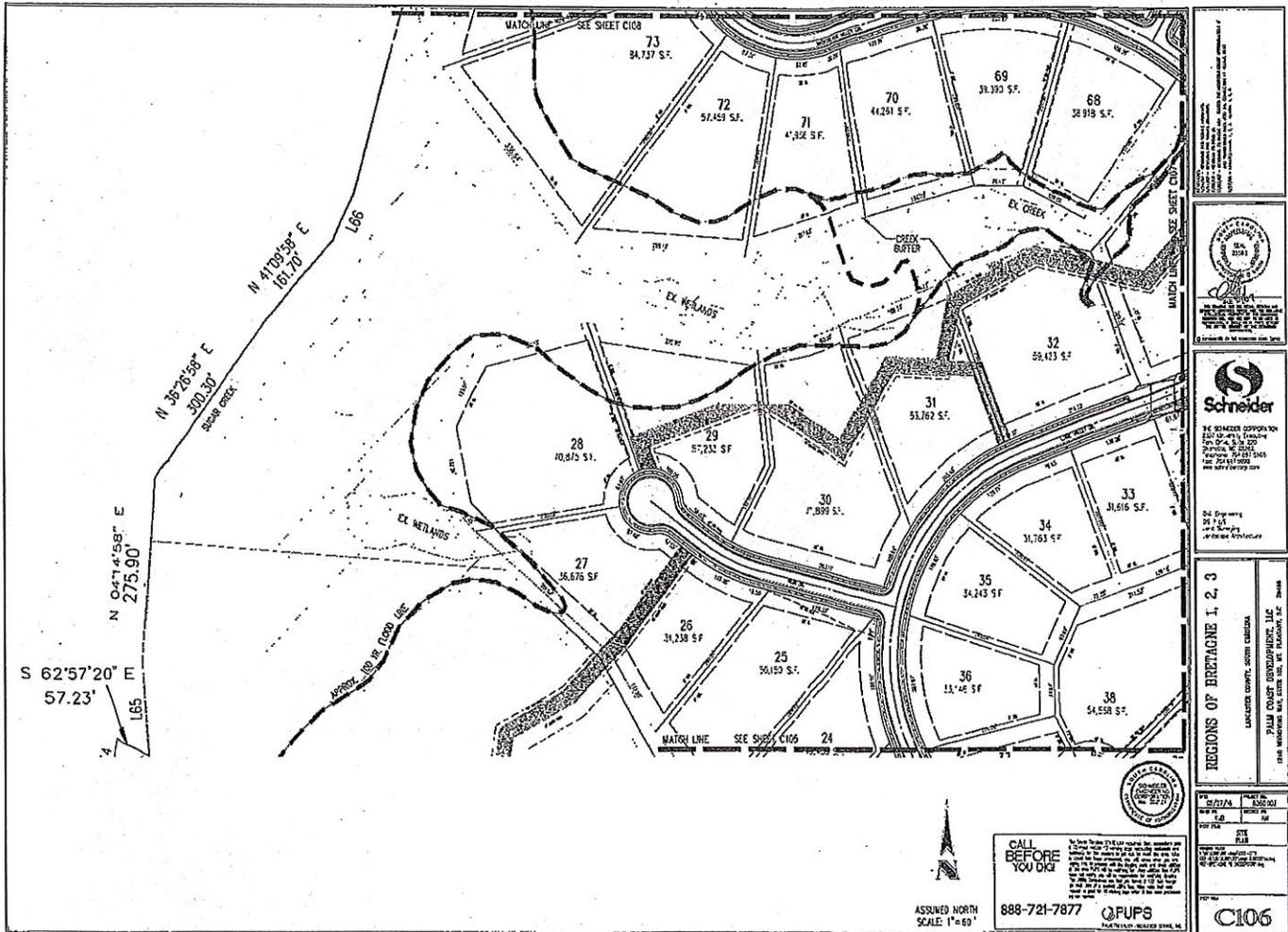
Call 877-771-7771
 1000 S. 10th St.
 Charlotte, NC 28215

Schneider

16 SCHNEIDER DRIVE
 28117-1000
 Phone: 704.281.3960
 Fax: 704.281.3960
 www.schneider.com

DATE: 06/29/11
 TIME: 8:08:03
 USER: [unclear]
 CITY: [unclear]

888-721-7877 **Q/P/S** **C105**



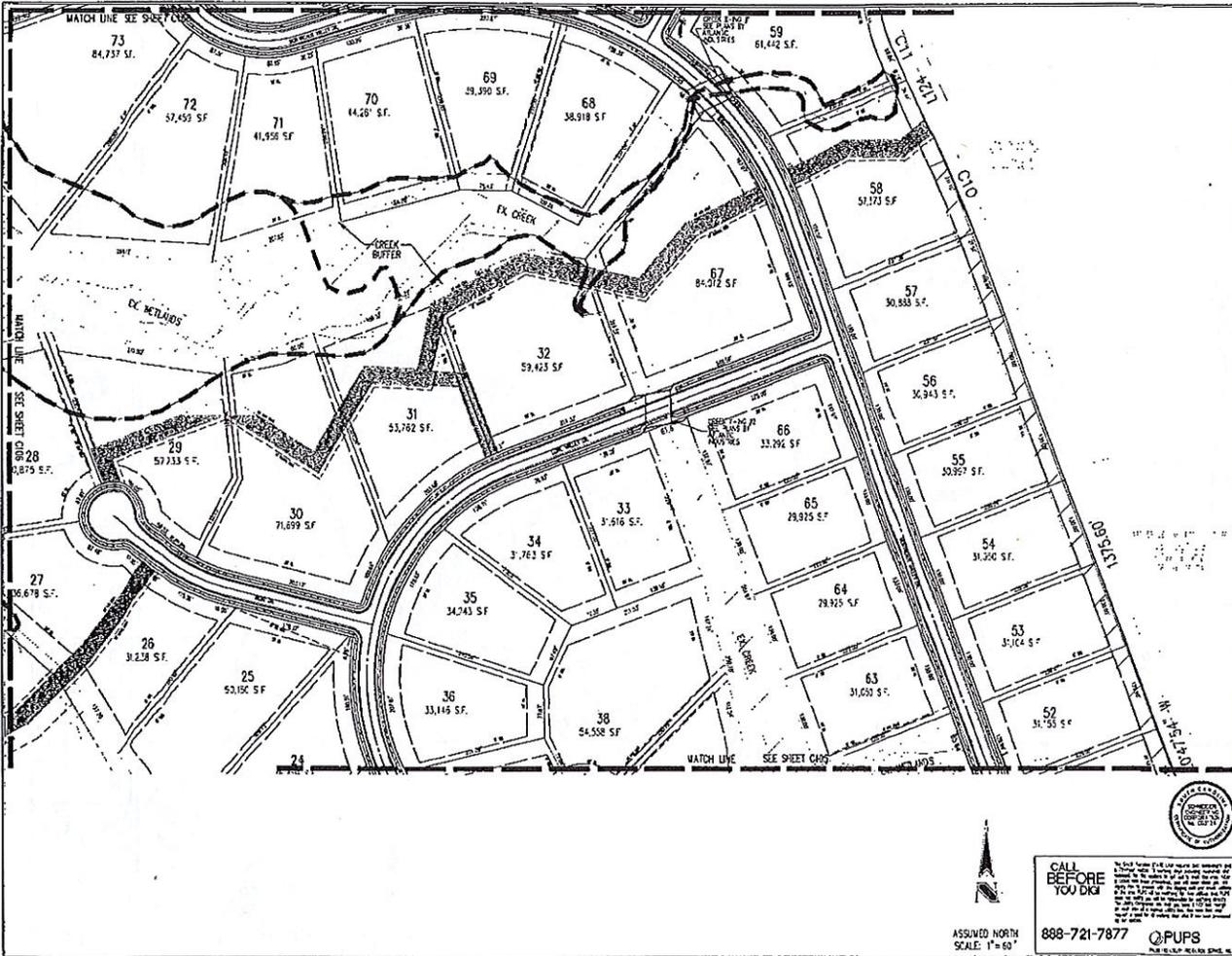
REGISTERED PROFESSIONAL ENGINEER
 STATE OF MISSISSIPPI
 License No. 12345
 Date of Issue: 12/31/2023
 Expiration Date: 12/31/2024

Schneider
 24 ENGINEERS
 24 ARCHITECTS
 24 PLANNERS
 24 SURVEYORS
 24 ENVIRONMENTAL SCIENTISTS
 24 LANDSCAPE ARCHITECTS

REGIONS OF BRETAGNE 1, 2, 3
 LANDSCAPE ARCHITECTURE, L.L.C.
 1000 W. GULF BLVD., SUITE 200, W. PALM BEACH, FL 33411

CALL BEFORE YOU DIG
 888-721-7877
 PUPS
 PUBLIC UTILITIES POLICE

ASSUMED NORTH
 SCALE: 1"=60'



THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT.



Schneider

WE SCHEDULE CONSTRUCTION
 8:00 AM TO 5:00 PM
 MONDAY THROUGH FRIDAY
 6:00 AM TO 6:00 PM
 SATURDAY AND SUNDAY
 ALL OTHER DAYS

All Drawings
 To Be
 Used For
 Reference Purposes

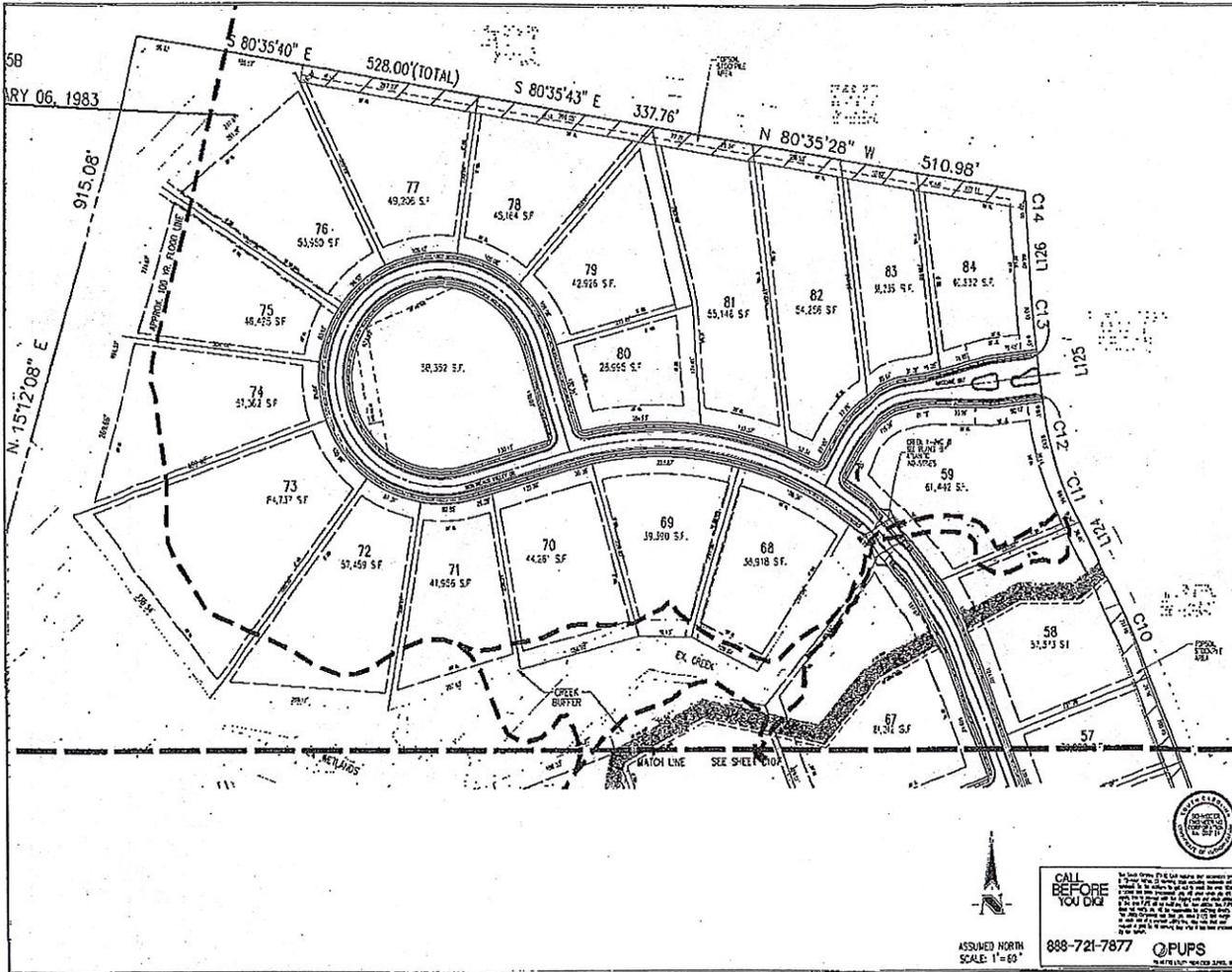
REGIONS OF BRETAGNE 1, 2, 3

LANCASTER COUNTY, NORTH CAROLINA

PALM COAST DEVELOPMENT, LLC

1945 W. PALM COAST BLVD., SUITE 100, PALM COAST, FL 32177

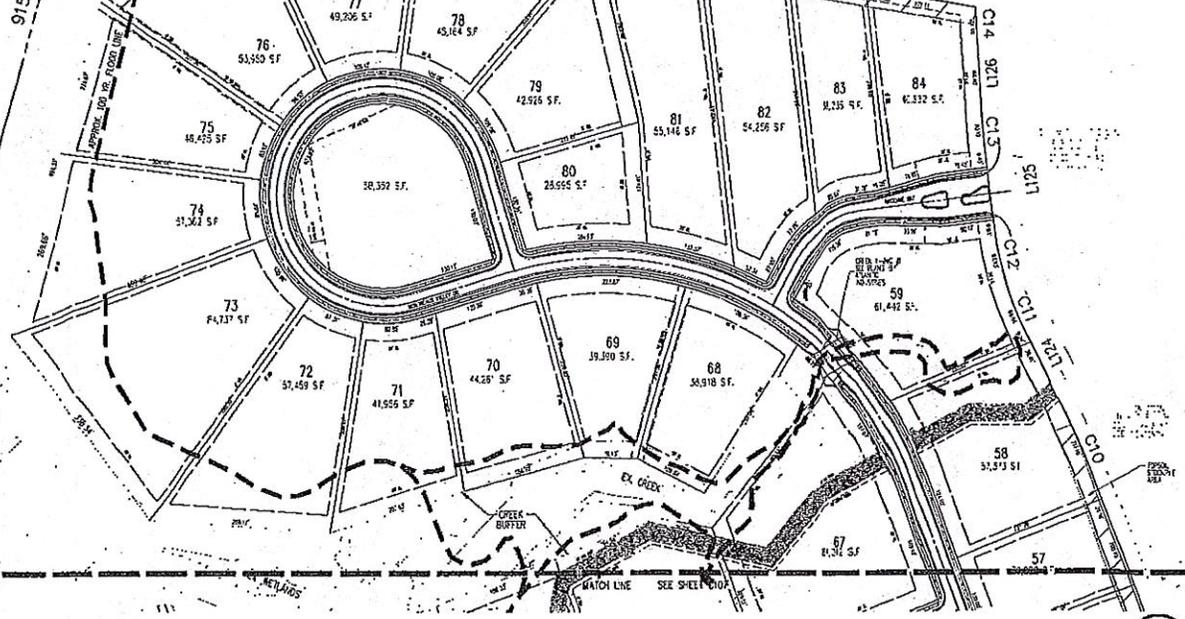
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CLIENT	PUPS		
DESIGNER	SCHNEIDER		
DATE	06/17/24	SCALE	AS SHOWN
PROJECT	REGIONS OF BRETAGNE 1, 2, 3		
CLIENT	PUPS		
DESIGNER	SCHNEIDER		



58
MAY 06, 1983

N 15°12'08" E
915.08'

S 80°35'40" E 528.00' (TOTAL)
S 80°35'43" E 337.76'
N 80°35'28" W 510.98'



WATCH LINE SEE SHEET C100



CALL BEFORE YOU DIG
888-721-7877
OFUPS

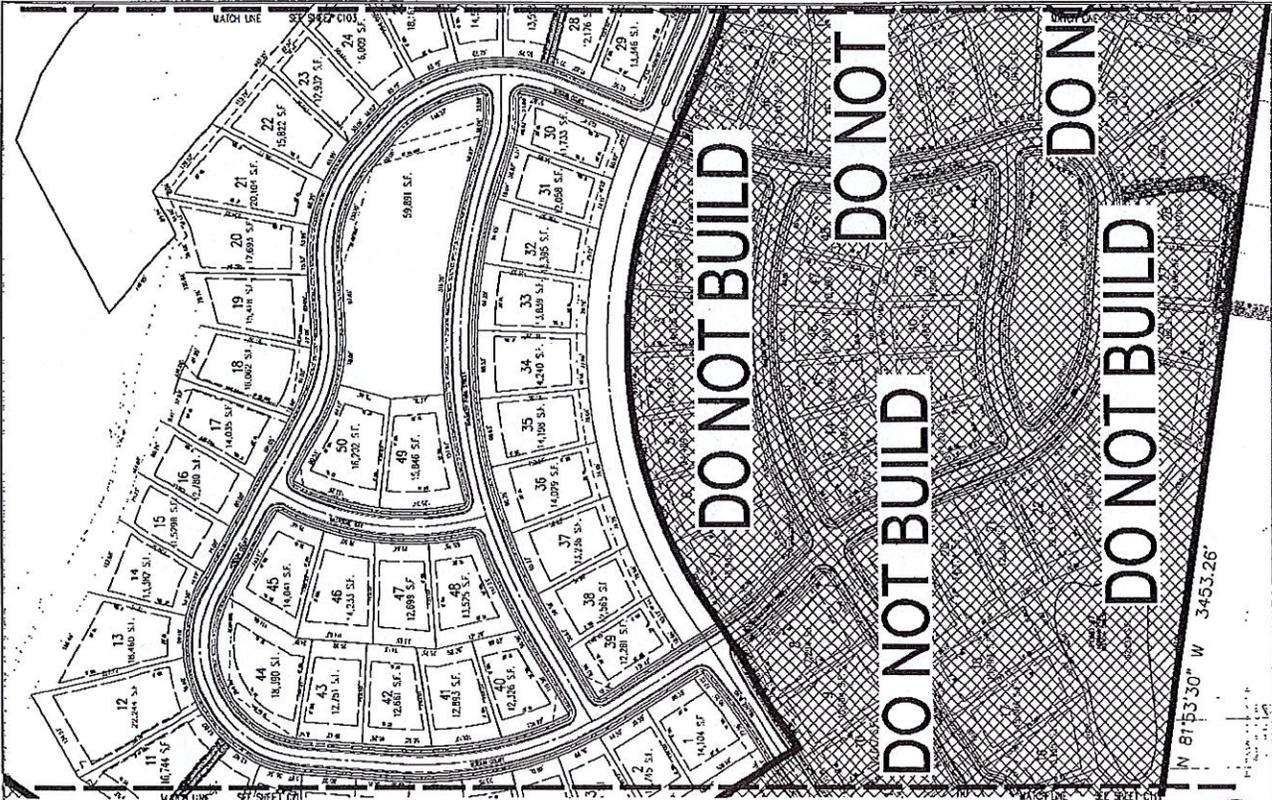
REGIONS OF BRETAGNE 1, 2, 3
LAWSON COOPER, NORTH CAROLINA
PALM COAST DEVELOPMENT, LLC
1800 WASHINGTON BLVD., SUITE 202, PALM BEACH, FL 33480

Schneider
THE SCHNEIDER CORPORATION
200 W. WASHINGTON BLVD.
PALM BEACH, FL 33480
TEL: 561-833-3300
FAX: 561-833-3301
WWW.SCHNEIDER.COM

DATE: 05/07/14
SCALE: 1" = 60'
SHEET: 08
OF: 08

888-721-7877
OFUPS
1800 WASHINGTON BLVD., SUITE 202, PALM BEACH, FL 33480

C108



DO NOT BUILD

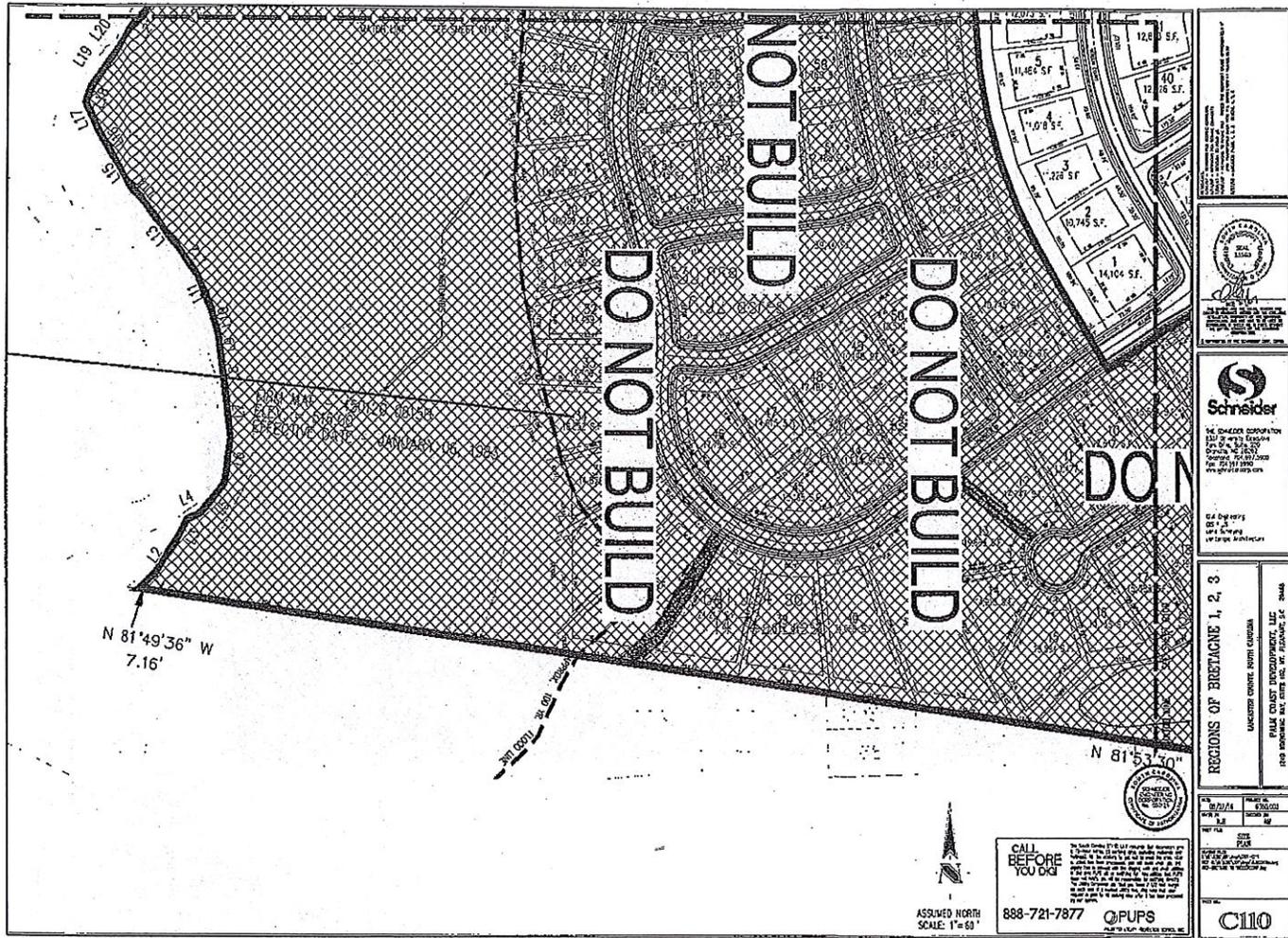
N 81°53'30" W 3453.26'



CALL BEFORE YOU DIG

888-721-7877 Q/PUPS

<p>Schneider 34 SCHNEIDER CORPORATION 8311 University Boulevard Fort Worth, TX 76120 Phone: 817-351-1000 Fax: 817-351-1005 www.schneidercorp.com</p> <p>Civil Engineers 2007 F.O.B. 1440 Learning Corporate Blvd.</p>								
<p>REGIONS OF BRETAGNE 1, 2, 3</p> <p>UNINCORPORATED COUNTY, SOUTH COASTAL PALM COUNTY DEVELOPMENT, LLC ONE BRIDGEMAN, N.E. STATE RD. #1, PLYMOUTH, FL 33968</p>								
<table border="1"> <tr> <td>DATE</td> <td>BY</td> </tr> <tr> <td>02/07/16</td> <td>606231</td> </tr> <tr> <td>DATE</td> <td>BY</td> </tr> <tr> <td>02/07/16</td> <td>606231</td> </tr> </table>	DATE	BY	02/07/16	606231	DATE	BY	02/07/16	606231
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02/07/16	606231							
<p>C109</p>								



12.00 SF
11.46 SF
12.16 SF
13.74 SF
14.04 SF
13.74 SF
11.46 SF
11.46 SF



Schneider
 24 Engineers
 25 E. 1st St.
 10000
 10000
 10000

REGIONS OF BRETAGNE 1, 2, 3
 10000
 10000
 10000



CALL BEFORE YOU DIG!
 888-721-7877 QPUPS

ASSUMED NORTH
 SCALE: 1" = 60'

Exhibit 4

Penelope Karagounis

From: Penelope Karagounis
Sent: Tuesday, June 14, 2016 3:30 PM
To: Darren Player; Jeffery D. Catoe; Kenneth Cauthen; Stephen Yeargin; Steve Willis; Hal Hiott; Clayton Catoe
Cc: Ey, Mike; John Weaver
Subject: Review of 1st amendment for the Development Agreement
Attachments: dev agree-06102016120042-memo Hardin.pdf; Memo for the Department Head for the Development Agreement.doc; COLUMBIA-#1143417-v5-development_agreement_process1a.doc

Importance: High

Good Afternoon Everyone,

I am attaching a PDF version of the first amendment of the Bretagne Development Agreement submittal. The second attachment is a memo for you to review and comment on the document. I have also attached a third document which defines the development agreement process. The reason why I am sending this to Hal Hiott for review is they are proposing an easement for the Carolina Thread Trail. Also, Steve Yeargin I am sending this draft to you too because I know from the litigation with certain property owners of Bretagne you should be informed with this new proposed development agreement. If you all do not have any comments, please still send me a response so I can have for my files and report the comments back to the Lancaster County Planning Commission. This is why I would like for all comments to be turned in to me by Thursday, June 23, 2016.

Thank you,

Penelope

Penelope G. Karagounis, MA
Lancaster County Planning Director
P.O. Box 1809
Lancaster, SC 29721
(803) 285-6005 – Main Line
(803) 285-6007 – Fax Number

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Memo

To: Clay Catoe, EMS Director; Darren Player, Emergency Management/Fire Service Director; Kenneth Cauthen, Zoning Administrator; Jeff Catoe, Public Works Director, Steve Yeargin, Building Official, Hal Hiott, Parks and Recreation, and Steve Willis, County Administrator.

From: Penelope G. Karagounis, Planning Director

Date: June 14, 2016

Re: Proposed First Amendment to the Development Agreement for Bretagne

Message:

On June 10, 2016, I received the attached First Amendment to the Development Agreement for Bretagne from Debbie Hardin, County Clerk. Based on the development agreement procedures, I am responsible in sharing the proposed document with certain Department Heads of Lancaster County. The purpose of your review is to provide feedback on the proposed Development Agreement. Your comments will be collected and presented to the Lancaster County Planning Commission in July. After the July Planning Commission the document will be forwarded to the Infrastructure and Regulation Committee meeting and the Administration Committee meeting in August. Please send any comments to me by email at pkaragounis@lancastercountysc.net by Thursday, June 23, 2016.

Thank you!

Penelope Karagounis

From: Judy Barrineau
Sent: Tuesday, June 14, 2016 2:46 PM
To: Penelope Karagounis
Subject: RE: Memo--1st Development Agreement for Bretagne

I do have it and will take care of.

From: Penelope Karagounis
Sent: Tuesday, June 14, 2016 2:44 PM
To: Judy Barrineau
Subject: Memo--1st Development Agreement for Bretagne

Judy,

Do you have the digital version of the 1st Development Agreement for Bretagne from Debbie Hardin? If you do can you send me the digital copy. Also, go ahead and send it by email to all the Planning Commission members. Please mail a copy to Ms. Vedia. This will be on the July 19th PC Meeting with a public hearing. I am going to call Mr. Deese to tell him how we still need to have a workshop meeting at 5:00 p.m. on July 7th since we have this development agreement to discuss and 2 capitals project too. Our public input session will begin at 6:30 on July 7th.

Thank you,

Penelope

Penelope G. Karagounis, MA
Lancaster County Planning Director
P.O. Box 1809
Lancaster, SC 29721
(803) 285-6005 –Main Line
(803) 285-6007 – Fax Number

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Memo

To: Lancaster County Planning Commission
From: Penelope G. Karagounis, Planning Director
Date: July 11, 2016
Re: Development Agreement: Staff Recommendations for Bretagne (Amendment)

Message:

On June 10, 2016, the Planning Department received the attached amendment to the Development Agreement for Bretagne from Debbie Hardin, County Clerk. The Administrative Assistant, Judy Barrineau emailed the document to the Lancaster County Planning Commissioners. On June 14, 2016, the Planning Department sent out a memo with the attached development agreement amendment document for Bretagne to the following department heads: Clay Catoe, EMS Director; Darren Player, Emergency Management/Fire Service Director; Kenneth Cauthen, Zoning Administrator; Jeff Catoe, Public Works Director; Steve Yeargin, Building Official; Hal Hiott, Parks and Recreation, and Steve Willis, County Administrator. Mike Ey, McNair Law Firm and John Weaver, County Attorney was also copied on the email.

Steve Willis Comments:

Page 3 – not sure what section 1.09 is that is being deleted. I will check Monday but this will probably not be anything moving forward.

Page 3 – section 9 – forget the lawyer lingo of “maybe”. Either commit to the donation of land for the Thread Trail or take the section out.

Page 8 – Exceptions – are the Fire Service and Public Works OK with the changes to the road standards? I know the roads will be private but Jeff may have some concerns based on road durability.

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Page 12 – Section I – is the proposed plan consistent with the Comprehensive Plan?

Overall, is Planning OK with the plans and drawings as submitted? I didn't see anything objectionable but I am a layman.

Jeff Catoe's Comments:

I'm ok with it. The roads will obviously remain private, but we've not heard back since our meeting if we need to walk through the roads with them. As I recall, the representatives present couldn't make the decision on whether or not we would do any inspecting of infrastructure on our end. I'm fine either way, but just wanted to comment on that.

Mike Ey Comments: See Attached

Darren Player's Comments:

The drawings attached in the agreement are not possible to read so we need a "to scale copy" before this moves much further in the process. Having said that, the fire resistive construction mentioned to allow for 8 foot side setbacks is appropriate per discussions a long time ago. The road widths must conform to current standards and fire hydrant placement must comply with current codes and standards. Once we have a scalable copy, we can confirm those questions.

Stephen pulled the old file copy of the design and much of it has been deleted so I'm not able to give a complete confirmation at this time without a new scaled copy in hand. I don't foresee that as a problem for you continuing to the Planning Commission as a work in progress.

Steve Yeargin's Comments:

The building department is good with any agreement that is reached that meets the UDO requirements. Thanks for keeping us in the loop. Please advise if I can assist.

Clay Catoe's Comments:

EMS – No Comments at this time.

Penelope Karagounis' Comments:

This development agreement needs to be clear on what phases the amendment is reflecting. The only phases left in the 2007 approved Bretagne Development Agreement are Phases 1-3 and Phase 7. Phases 4-6 were taken out of the 2007 Bretagne Development Agreement due to a foreclosure of the property. Phases 4-6 are not developed as the Estates at Audubon Lake and they are not part of the 2007 Bretagne Development Agreement nor the Development Agreement 016-001 Bretagne (Amendment).

The amendment needs to be clearer on what remains and what changes in the new amended development agreement. For example, in the current development agreement Section 3.04 Development Permits it needs to be amended and add the new version the owners names that have been waived for their building permits due to a settlement with the County.

These roads in the Bretagne development were initially private and should remain private. Will this neighborhood still be a gated community? It is also important to note that Mr. Robert Pearce will have access to his property. It appears Sunset Hollow Road will be closed and abandoned. This is the developer's responsibility. This needs to remain in the amended development agreement.

Exhibit B. Development Conditions and Development Acreage and Information, needs to reflect the phases that are included in this amendment only. For example, the variance for the Residential Block length does not include Phases 4-6 since it is part of Estates at Audubon Lake. Phase 7 never was platted and the original development agreement did not include for them to have variances.

On Page 2 of 14 of the amendment to the Development Agreement (Section 3) references now only 149 single-family residential units. I believe this is only for Phases 1-3. Please verify.

We need to verify on the tolling of the development agreement in regards to Bretagne. Does the term end on June 5, 2022 or does it extend further since the clock has stopped twice with the state calculation of the time limits for development agreements.

Please verify on page 3 of 14 if Section 8 has the correct references with Section 1.09 (C).

Section 9 on page 3 of 14, we would like for the developer to be responsible in constructing the natural surface trail for public use along Sugar Creek. The natural surface trail should be at least 10 foot wide.

Exhibit B on page 8 of 14, will they still be vested with the Unified Development Ordinance adopted in 2007? Check the references in this section for Phases 1-6.

Exhibit B continued on page 9 of 14, Number 10—Define Estate Portion? Do you mean Villages 1-3?

The Bretagne subdivision recorded Phases 1-3 and the County has recorded Final Plats. The original Bretagne development was approved for 400 Single-Family Homes. Phases 4-6 were removed from the current approved development agreement and now it is the Estates at Audubon Lake. The Estates at Audubon Lake were approved for 125 single family residential lots. The amendment of the Bretagne Development Agreement calls for 149 single-family lots (Phases 1-3). This means that the Phase 7 that was never platted could only build up to 126 single-family homes to total the original 400 units per the 2007 Development Agreement of Bretagne.

The density for the Estates at Audubon Lake is at 1.44 units per acre. The Proposed Phase 1-3 density is .97 units per acre. The remainder of Phase 7 if or when they come through the Preliminary Plan process they could develop the single-family residential lots at 2 units per acre.

Penelope Karagounis

From: Clayton Catoe
Sent: Thursday, June 23, 2016 1:41 PM
To: Penelope Karagounis
Subject: RE: Review of 1st amendment for the Development Agreement

EMS – No Comments at this time.

Clay Catoe, BA, CAPD, CACO, CAC
Lancaster County EMS, Director
2006 Pageland Hwy
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From: Penelope Karagounis
Sent: Tuesday, June 14, 2016 3:30 PM
To: Darren Player <dplayer@lancastercountysc.net>; Jeffery D. Catoe <jcatoe@lancastercountysc.net>; Kenneth Cauthen <kcauthen@lancastercountysc.net>; Stephen Yeargin <syeargin@lancastercountysc.net>; Steve Willis <swillis@lancastercountysc.net>; Hal Hiott <hhiott@lancastercountysc.net>; Clayton Catoe <ccatoe@lancastercountysc.net>
Cc: Ey, Mike <MEy@MCNAIR.NET>; John Weaver <jweaver@lancastercountysc.net>
Subject: Review of 1st amendment for the Development Agreement
Importance: High

Good Afternoon Everyone,

I am attaching a PDF version of the first amendment of the Bretagne Development Agreement submittal. The second attachment is a memo for you to review and comment on the document. I have also attached a third document which defines the development agreement process. The reason why I am sending this to Hal Hiott for review is they are proposing an easement for the Carolina Thread Trail. Also, Steve Yeargin I am sending this draft to you too because I know from the litigation with certain property owners of Bretagne you should be informed with this new proposed development agreement. If you all do not have any comments, please still send me a response so I can have for my files and report the comments back to the Lancaster County Planning Commission. This is why I would like for all comments to be turned in to me by Thursday, June 23, 2016.

Thank you,

Penelope

Penelope G. Karagounis, MA
Lancaster County Planning Director
P.O. Box 1809
Lancaster, SC 29721
(803) 285-6005 –Main Line
(803) 285-6007 – Fax Number

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Penelope Karagounis

From: Steve Willis
Sent: Saturday, June 25, 2016 12:44 PM
To: Penelope Karagounis
Subject: Bretagne Comments

Penelope,

I apologize for being late but I don't have much in the way of comments.

Page 3 – not sure what section 1.09 is that is being deleted. I will check Monday but this will probably not be anything moving forward.

Page 3 – section 9 – forget the lawyer lingo of “maybe”. Either commit to the donation of land for the Thread Trail or take the section out.

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Page 12 – Section I – is the proposed plan consistent with the Comprehensive Plan?

Overall, is Planning OK with the plans and drawings as submitted? I didn't see anything objectionable but I am a layman.

That is all I have. Thanks,
Steve

Steve Willis, County Administrator
County of Lancaster
PO Box 1809
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Penelope Karagounis

From: Ey, Mike <MEy@MCNAIR.NET>
Sent: Friday, July 01, 2016 11:29 AM
To: John Weaver; Penelope Karagounis; Steve Willis
Subject: Bretagne -- Comments, First Amendment
Attachments: COLUMBIA-#1271366-v1-
Notes__Amendment_to_Bretagne_Development_Agreement.DOCX

Attached is a document with my comments on the proposed first amendment to the Bretagne Development Agreement. If you have any questions concerning the comments, please let me know. My next step will be to prepare a marked-up first amendment reflecting my comments plus those of others that you forward to me. Mike.



J. Michael Ey

Shareholder

mey@mcnair.net | 803 753 3268 Direct | 803 513 7852 Mobile

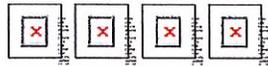
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