

BRETAGNE DEVELOPMENT AGREEMENT
Proposed First Amendment – Phases 1, 2 and 3

Legal Counsel Comments – Initial Review

Background

The individual lot owners, the property owners' association and a successor developer seek to have Lancaster County amend the development agreement applicable to Phases 1, 2 and 3 of the Bretagne development. The Bretagne Development Agreement is dated June 4, 2007, and is recorded in Deed Book 403, Pages 100-135. In general, and except as modified by the agreement, the Bretagne Development Agreement provides for the development of the property in accordance with the zoning and land use regulations in effect on June 4, 2007. The primary justification given for amending the development agreement is that the development as originally approved failed and amendments are needed to allow the property to be developed – in other words, conditions and circumstances have changed significantly since the project was originally approved and for the project to move forward today the development agreement must be modified. Final plats were approved and recorded for Phases 1, 2 and 3 and all lots in those phases are no longer owned by the original developer.

Legal counsel for the successor developer has prepared and submitted to the County an initial draft of a proposed amendment.

Comments on Proposed First Amendment

Below are comments on the initial draft of the proposed amendment. Section references are to the section of the proposed first amendment and the corresponding section of the development agreement, if applicable.

General Editing. The form and style of the document needs some edits, none of which would be significant or change the substance of the amendments. Edits would include grammar and punctuation.

Scope of First Amendment. Language needs to be added to make clear that the first amendment applies only to Phases 1, 2 and 3 of the Bretagne development.¹

Amended and Restated Development Agreement. Language should be added to authorize the County Administrator, upon advice and counsel from the County Attorney, to publish an amended and restated development agreement as applicable to Phases 1, 2 and 3.

Recitals. Language should be added to explain how Bretagne Holding, LLC, became the successor developer.

Section 5, Section 1.10, Term. A determination should be made on whether June 5, 2022, is a correct and appropriate termination date.

¹ The original Bretagne Development Agreement will continue to apply to Phase 7.

Section 7, Section 4.02, Payment to Lancaster County. The provisions requiring payments from the developer at the time an application is made for a building permit should be adjusted to reflect the current practice of the County concerning development agreements and payments for schools and public safety and to reflect the Bretagne setting.

Section 8, Section 4.06, Library Books (Carolina Thread Trail). In the original development agreement, the former developer was required to make a \$100,000 payment to the County for library materials. This payment was never made. The first amendment eliminates the library book language and puts in its place language providing for the donation of an easement for the Carolina Thread Trail. The Planning Department should determine if the proposed language is consistent with the requirements for the development of the Carolina Thread Trail.

Exhibit B, Development Conditions and Development Acreage and Information. The Planning Department should confirm the number of acres used for calculating density and the product of the density calculation.

Exhibit D, Required Information. Item (A) of the exhibit should be modified to include the identity of all property subject to the first amendment.

Add New Section, Administrative Expenses. Consideration should be given to whether it would be appropriate to add a new section requiring the developer to pay for the County's administrative expenses associated with the proposed first amendment.

Add New Section, Effectiveness of Amended Agreement. A new section should be considered to make clear that the development agreement, as amended, is effective and applicable to Phases 1, 2 and 3.

Comments on Other Sections of the Original Development Agreement

The original development agreement was reviewed to determine if other amendments should be made to it to further provide for the development of Bretagne. References are to the original development agreement. Below are comments based on that review.

Opening Paragraph. The first paragraph of the agreement should be amended to reflect the effective date of the development agreement, as amended, the new parties, and the limited scope of the amended development agreement.

First Recital, Development. The first recital should be amended to reflect the application of the amended development agreement to Phases 1, 2 and 3.

Section 1.02, Definitions. The definitions for "Carrouth," "Owners," and "Rowland" should be amended to reflect the application of the amended development agreement to Phases 1, 2 and 3.

Section 1.04, Property. The identification of the property subject to the agreement should be amended to reflect the application of the amended development agreement to Phases 1, 2 and 3.

Section 1.06(B), Permitted Uses (Model Homes). This subsection, which allows the issuance of building permits for model homes, should be amended to reflect the application of the amended development agreement to Phases 1, 2 and 3.

Section 5.02, Amendments. Among other things, this section provides that amendments to the agreement must be in writing and signed by the parties against whom the amendment applies. The section should be amended to make clear the process that must be followed when amendments are proposed.

Section 5.03, Periodic Reviews. This section provides that the Planning Director is responsible for conducting periodic compliance reviews. The section should be amended to reflect that current practice is for the chief zoning official to conduct the compliance review.

--XX--

Penelope Karagounis

From: Jeffery D. Catoe
Sent: Friday, July 08, 2016 9:56 PM
To: Penelope Karagounis
Subject: Re: Review of 1st amendment for the Development Agreement

Penelope,

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. Thanks and have a good weekend.

Sent from my iPhone

On Jul 7, 2016, at 2:24 PM, Penelope Karagounis <pkaragounis@lancastercountysc.net> wrote:

Good afternoon,

I wanted to reach out a second time for one last call for any comments for the Bretagne Development Agreement, First Amendment. Please send me an email of your comments or an email stating you have reviewed and do not have comments. I need this by tomorrow.

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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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

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: Darren Player
Sent: Friday, July 08, 2016 5:10 PM
To: Penelope Karagounis
Cc: Stephen Blackwelder; Jeffery D. Catoe; Kenneth Cauthen; Stephen Yeargin
Subject: RE: Review of 1st amendment for the Development Agreement

Penelope,

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.

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

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From: Penelope Karagounis
Sent: Thursday, July 07, 2016 2:25 PM
To: Darren Player <dplayer@lancastercountysc.net>; Jeffery D. Catoe <jcatoe@lancastercountysc.net>; Kenneth Cauthen <kcauthen@lancastercountysc.net>; Stephen Yeargin <syeargin@lancastercountysc.net>; Hal Hiott <hhiott@lancastercountysc.net>
Subject: RE: Review of 1st amendment for the Development Agreement

Good afternoon,

I wanted to reach out a second time for one last call for any comments for the Bretagne Development Agreement, First Amendment. Please send me an email of your comments or an email stating you have reviewed and do not have comments. I need this by tomorrow.

Thank you,

Penelope

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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
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Thank you,

Penelope

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Lancaster County Planning Director
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Lancaster, SC 29721
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Exhibit 4

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MCNAIR LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Exhibit 5

Physical Address:
SUITE 1100
1301 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA 29201

www.mcnaair.net

J. Michael Ey
mey@mcnaair.net

Mailing Address:
POST OFFICE BOX 11390
COLUMBIA, SOUTH CAROLINA 29211

TELEPHONE (803) 799-9800
FACSIMILE (803) 753-3219

June 6, 2007

Steve Willis
County Administrator
Lancaster County
Post Office Box 1809
Lancaster, SC 29721-1809

RE: Executed and Recorded Development Agreement - Bretagne Development

Dear Steve:

Enclosed for your records is a copy of the executed and recorded development agreement for the Bretagne Development. County Council approved this development agreement by passage of Ordinance No. 813. Please note that the date of the development agreement is June 4, 2007 and it was recorded on June 5, 2007 in the Lancaster County Register of Deeds Office, Deed Book 403, Pages 100-135.

If you have any questions or need additional information, please contact me.

Sincerely,

McNAIR LAW FIRM, P.A.



J. Michael Ey
Shareholder

JME:ceb

Enclosure

cc: Irene Plyler
Chris Karres
Penelope Karagounis
Veronica Thompson
William Randall Sims

2007008672

AFFIDAVIT
RECORDING FEES \$42.00
PRESENTED & RECORDED:
06-05-2007 01:14 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY
BK: DEED 403
PG: 100-135

(Space above this line for recording use)

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

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the fourth day of June, 2007, by and among **BRETAGNE DEVELOPMENT GROUP, LLC** ("Developer"), a North Carolina limited liability company, **LINDA S. ROWLAND** ("Rowland"), **BLANCHE CARROUTH** and **ARNOLD E. CARROUTH** (collectively, Blanche Carrouth and Arnold E. Carrouth are referred to as "Carrouth")(collectively, Rowland and Carrouth are referred to as "Owners") and the **COUNTY OF LANCASTER** (the "County"), a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer is developing certain real property, consisting of three hundred two and twenty-two hundredths (302.22) acres, more or less, located in the County and known as the Bretagne development and presently zoned R-15 Moderate Density Residential/Agricultural District;

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

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among

other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) “Agreement” means this Development Agreement among County, Developer and Owners.

(3) “Carrouth” means the owner of the Carrouth Tract, as identified in Exhibit A, more specifically being Blanche Carrouth as holder of a life estate interest, and Arnold E. Carrouth as holder of the remainder interest and as the personal representative of the Estate of S.C. Carrouth, the last titleholder.

(4) “County” means the County of Lancaster, a political subdivision of the State of South Carolina.

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

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

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

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

(9) “Ordinance No. 812” means Ordinance No. 812 of the County zoning the Property R-15 Moderate Density Residential/Agricultural District.

(10) “Ordinance No. 813” means Ordinance No. 813 of the County approving this Agreement.

(11) “Owners” means Carrouth and Rowland.

(12) “Parties” means County, Developer and Owners.

(13) "Resolution No. 568" means Resolution No. 568 of the County acknowledging that the County Administrator made minor changes to this Agreement.

(14) "Rowland" means the owner of the Rowland Tract, as identified in Exhibit A, more specifically being Linda S. Rowland.

(15) "UDO" means Ordinance No. 309 as amended as of May 22, 2006 and which is cited as the Unified Development Ordinance of Lancaster County. A copy of the UDO is on file in the office of the County Planning Department.

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

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

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

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

Section 1.05. Zoning. The Property is zoned as R-15 Moderate Density Residential/Agricultural District pursuant to Ordinance No. 812. Ordinance No. 812 is hereby incorporated into this Agreement by reference.

Section 1.06. Permitted Uses. (A) The development uses permitted on the Property shall be limited to those shown on the attached Exhibit B and Exhibit F, more specifically being four hundred (400) single-family residential lots. Density is limited to four hundred (400) dwelling units. Developer may reduce density, provided that the reduction is evidenced in a writing submitted to the County. Building heights are limited to typical residential building heights otherwise permitted by the UDO. Other terms and conditions of the development of the Property are set forth on Exhibit B.

(B) Prior to the installation of water and sewer for the Bretagne development, at the request of the Developer, the County agrees to issue up to four (4) building permits of which three (3) would be for model single family residences for sale ("Model Homes") and one (1) would be for the gatehouse building. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to permanent water and sewer services as soon as the permanent services are available. Prior to issuing the building permits for the Model Homes, Developer shall provide County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. Developer agrees that County shall not issue a certificate of occupancy for the Model Homes until the Model Homes are connected to permanent water and sewer service and meet otherwise applicable requirements, provided, that the absence of a

certificate of occupancy does not prevent Developer from the using the Model Home for Model Home purposes.

(C) For purposes of plan approval, the Overall Development Plan, attached hereto as Exhibit F and incorporated herein by reference, is deemed as preliminary plan approval. 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. Prior to recording any plat for the Property, Developer must obtain final plat approval from the County Planning Department staff. The final plat approval process includes any necessary reviews by other departments and agencies and compliance with the other departments and agencies applicable regulations.

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

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

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

(D) To adjust the development schedule, the Developer shall submit a proposed adjustment to the Clerk to County Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective sixty (60) days from receipt by the Clerk to County Council unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period.

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

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

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

(C) Notwithstanding the provisions of Section 1.09(B), the purchaser or other successor in title to the Developer and who is the owner or lessee of an individual residential lot is responsible for performance of Developer's obligations pursuant to Section 4.02, but only as to the portion of the Property so transferred.

(D)(1) The Parties acknowledge that: (i) Carrouth is executing this Agreement solely as the owner of the Carrouth Tract, as identified in Exhibit A; (ii) Rowland is executing this Agreement solely as the owner of the Rowland Tract, as identified in Exhibit A; and (iii) both Carrouth and Rowland will benefit from the surrounding development and from the terms of this Agreement.

(2) Developer acknowledges and agrees that it: (i) is responsible for the development of the Carrouth Tract and Rowland Tract; and (ii) will develop the Carrouth Tract and Rowland Tract in accordance with the terms and conditions of this Agreement.

(3) Carrouth acknowledges and agrees that: (i) Developer is responsible for the Development of the Carrouth Tract; (ii) if Developer does not acquire title to the Carrouth Tract, then Carrouth or its successor in interest will develop the Carrouth Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Carrouth Tract.

(4) Rowland acknowledges and agrees that: (i) Developer is responsible for the Development of the Rowland Tract; (ii) if Developer does not acquire title to the Rowland Tract, then Rowland or its successor in interest will develop the Rowland Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Rowland Tract.

Section 1.10. Term. The term of this Agreement commences on the date this Agreement is executed by the Parties and terminates ten (10) years thereafter.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 813 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 813 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer and Owners represent that the number of acres of highland contained in the Property is greater than two hundred fifty (250) but one thousand (1,000) acres or less.

(B) Developer represents that, as of the date of this Agreement, it is the only legal and equitable owner of the Bretagne Development Group, LLC, Tracts as identified in Exhibit A of this Agreement. Carrouth represents that it is the only legal and equitable owner of the Carrouth Tract as of the date of this Agreement except to the extent that Developer has an option to purchase the Carrouth Tract. Rowland represents that it is the only legal and equitable owner of the Rowland Tract as of the date of this Agreement except to the extent that Developer has an option to purchase the Rowland Tract.

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop. (A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement. As of the date of this Agreement, the right of Developer to develop the Property is deemed vested with Developer for the term of this Agreement.

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 812 and the UDO and the terms of this Agreement.

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

the ability of the Developer to develop the Property in accordance with the Laws and Land Development Regulations.

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

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

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

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

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

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

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

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

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

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

(1) Zoning permit;

(2) Building permits, including plat approval; and

(3) Sign permit.

(B) County agrees to cooperate with Developer in the permitting process.

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

Section 3.05. Transfer of Development Rights. Developer may transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.02. Payment to Lancaster County. (A) At the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06, Developer agrees to pay County eight thousand dollars (\$8,000.00) for each residential dwelling unit to which the building permit would apply. Payment of the optional lump sum amount provided for in Section 4.02(B) fulfills the Developer's agreement to make a payment at the time of application for a building permit.

(B) Not later than ten years from the date of this Agreement, Developer shall have the option to pay County a lump sum amount equal to eight thousand dollars (\$8,000.00) times an amount not to exceed four hundred (400). The lump sum payment entitles the Developer to receive a certain number of building permits, as provided in subsection (D) of this section. Exercise of this option and, if exercised, the number by which the dollar amount is multiplied shall be totally within the discretion of the Developer, provided, however, in no event shall Developer be entitled to receive building permits for more than four hundred (400) residential dwelling units.

(C) The expenditure and use of the revenue from the payments required by this section is at the sole discretion of the County Council.

(D) Payment of the optional lump sum amount entitles the Developer to building permits for constructing single family residences on lots in the Property. The number of building permits shall be determined by dividing the amount received as the optional lump sum payment by eight thousand, provided, however, in no event shall Developer be entitled to receive building permits for more than four hundred (400) residential dwelling units. At the time of payment of the optional lump sum amount, the County shall provide to the Developer a document indicating the Developer: (i) has paid the optional lump sum amount; (ii) is entitled to a specified number of building permits for the Property; (iii) will receive building permits upon meeting all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council; (iv) will receive the building permits notwithstanding any applicable moratorium, limit on the issuance of building permits, or any other restriction on development rights in effect at the time of application or time of issuance for the building permit; and (v) that the County considers the issuance of the document entitling the Developer to building permits pursuant to this Section 4.02(D) to be a "building permit" as used in Section 13.6.2.6.5 of the UDO, as added to the UDO by Ordinance No. 673, and relating to vesting of construction.

Section 4.03. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2007, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at fifteen thousand (\$15,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.04. Other Charges or Fees. (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

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

Section 4.05. Infrastructure and Services. The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) **Roads.** (1) Developer is responsible for the construction and costs of all roads, both public and private, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation to Tillman Steen Road and Barberville Road related to the development of the Property. The public road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. One or more roads within the development of the Property may be one way.

(2) County acknowledges that the Bretagne development is a restricted access community. Construction and maintenance of all roads within this restricted access community is the responsibility of the Developer. Developer may transfer its maintenance obligation to a homeowners' association established for the Bretagne development, provided, that the transfer is for perpetual maintenance.

(3) Developer agrees to be responsible for the maintenance of the landscaping in the right of way and any medians of the roads within the Property, Developer may transfer its maintenance obligation to a homeowners' association established for the Bretagne development, provided, that the transfer is for perpetual maintenance.

(4) Developer agrees to obtain an easement from the South Carolina Department of Transportation to maintain the landscaping in the median and right-of-way at the entrances to the Property on Tillman Steen Road and Barberville Road. Developer's obligation to maintain the landscaping in the median and right-of-way is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' association established for the Bretagne development, provided, that the transfer is for perpetual maintenance.

(5) A County maintained road, Sunset Hollow Road, is located on the Property and provides access to the property of Robert Pearce (the "Pearce Property"). Developer agrees to seek the closure and abandonment of Sunset Hollow Road and County agrees to cooperate with the Developer in the closure and abandonment of Sunset Hollow Road. Prior to closure and abandonment of Sunset Hollow Road, Developer agrees to provide Robert Pearce with an access route to the Pearce Property that is acceptable to Robert Pearce. Upon closure and abandonment of Sunset Hollow Road, County is not responsible for maintenance of Sunset Hollow Road and is not responsible for construction and maintenance of any access road to the Pearce Property.

(B) Potable Water. Potable water will be supplied to the Property by the Lancaster County Water and Sewer Authority. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer Authority. Developer will construct, or cause to be constructed, all necessary sewage conveyance infrastructure within the Property and the infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewage conveyance service or infrastructure to or within the Property. Sewage conveyance infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development

of the Property and such infrastructure will be maintained by Developer or a homeowners' association established for the Bretagne development. County is not responsible for any construction or maintenance costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

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

(I) Fire Services. Fire services will be provided by the Pleasant Valley Volunteer Fire Department.

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

(K) School Services. Public school services are now provided by the Lancaster County School District.

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

Section 4.06. Library Books. Developer agrees to donate, not later than two years from the date of this Agreement, one hundred thousand dollars (\$100,000.00) to the County to be used to buy books and other library material for the County's library located in Indian Land.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, demand, request, consent, approval or communication which a party is required to or may give to another party to this Agreement shall be in writing and shall be delivered or addressed to the other at the address set forth below or to such other address as the party may from time to time direct by written notice given in the manner prescribed in this section, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fourteenth (14th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided in this section.

All notices, demands, requests, consents, approvals or communications to the County shall be addressed to:

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

And to Developer:

Bretagne Development Group, LLC
Attn: Jason Munn
1171 Market Street, Suite 204
Fort Mill, SC 29708

With Copy to:

Bell, Tindal & Freeland, P.A.
Attn: William C. Tindal, Esq.
P. O. Box 867
Lancaster, SC 29721

And to Rowland:

Linda S. Rowland
1128 Sunset Hollow Road
Fort Mill, SC 29715

And to Carrouth:

Blanche Carrouth
1137 Sunset Hollow Road
Fort Mill, SC 29715

Arnold E. Carrouth
109 E. Leroy Street
Fort Mill, SC 29715

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

signed by the party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

(B) If an amendment to this Agreement constitutes a major modification, the major modification may occur only after public notice and a public hearing by the County Council. A "major modification" means: (i) any increase in maximum gross density of development on the Property over that set forth in this Agreement; (ii) land use changes that are inconsistent with the land uses contained in this Agreement; (iii) any major miscalculations of infrastructure or facility needs from that contemplated in this Agreement and which create demand deficiencies; or (iv) any other significant deviation from the development as contemplated in this Agreement.

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

Section 5.03. Periodic Review. At least every twelve months, the County planning director must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

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

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity: (1) to rebut the finding and determination; or (2) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

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

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

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

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

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

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (1) that this Agreement is in full force and effect; (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments; and (3) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and (4) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

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

Section 5.12. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.13. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.14. Governing Law; Jurisdiction; and Venue. (A) This Agreement is governed by the laws of the State of South Carolina.

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

Section 5.15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.16. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

Section 5.17. Severability. If any provision in this Agreement or the application of any provision of this Agreement is held invalid, the invalidity shall apply only to the invalid provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect.

SIGNATURES FOLLOW ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

[Signature]
Peggy M. White

DEVELOPER:

Bretagne Development Group, LLC
a North Carolina limited liability company

By: [Signature]
Jason S. Munn
Principal and Director of Operations

WITNESSES:

[Signature]
Peggy M. White

OWNER OF THE ROWLAND TRACT:

Linda S. Rowland
By: [Signature]
Sonya R. Carrouth, her attorney-in-fact
for Linda S. Rowland

WITNESSES:

[Signature]
Peggy M. White

OWNER OF THE CARROUTH TRACT:

Blanche Carrouth, holder of a life estate
By: [Signature]
Arnold Carrouth, as attorney-in-fact
for Blanche Carrouth

Arnold E. Carrouth, holder of the remainder interest
and as personal representative of the estate of
S.C. Carrouth

By: [Signature]
Arnold E. Carrouth

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

Michael E.
Donna Robinson

By:

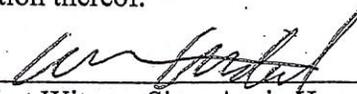
Steve Willis

Steve Willis
County Administrator

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

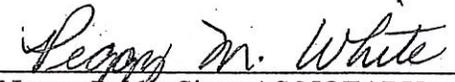
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Bretagne Development Group, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed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



First Witness Signs Again Here

Seal

SWORN to before me this
5th day of June, 2007.



Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

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Exhibit A
Property Description

Bretagne

Rowland Tract – Approximately 1 Acre

All that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Lancaster, Indian Land township, and more commonly designated as a portion of property of Plat of Todd E. Carrouth and Sonya R. Carrouth; and according to survey thereof prepared by J.B. Fisher, R.L.S., dated October 17, 1990 and recorded as Plat No. 11427, having the following courses and distances, to wit: BEGINNING at an iron pin in 20 foot drive easement N. 73-19-30 W. 23717 feet to an iron pin, thence N. 54-49-27 E. 260.00 feet to an iron pin, thence S. 62-32-00 E. 210.00 feet to an iron pin; thence S. 54-49-27 W. 210.00 feet to the point of beginning.

DERIVATION: This being the identical property conveyed in deeds recorded in Deed Book 0-7 at Page 252, Deed Book S-7 at Page 258, Deed Book U-7 at Page 160 and Deed of Distribution recorded in Deed Book 144 at Page 94, Lancaster County Clerk of Court's Office.

Carrouth Tract – Approximately 38.448 Acres

BEGINNING at an SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next four courses and distances: (1st) North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) North 62-59-02 West 33.00' to a nail set in a pipe, (3rd) North 62-59-02 West 1,259.41' to a #5 rebar, and (4th) South 01-30-19 East 355.89' to an iron pin found, which is the **POINT AND PLACE OF BEGINNING**; thence South 08-05-03 East 193.38' to a #5 rebar found; thence North 71-37-04 West 151.90' to a found pinch pipe; thence North 47-54-52 West 220.02' to 1" pipe; thence North 57-25-57 West 75.04' to a bent #5 rebar with a nail set at its base; thence North 69-46-01 West 101.99' to a #5 rebar found; thence South 62-24-23 West 276.55' to a #5 rebar found; thence South 47-54-31 East 149.95' to a #5 rebar found; thence North 74-06-23 West 37942' to a #5 rebar set; thence North 62-26-12 West 423.22' to a #5 rebar set; thence North 84-21-05 West 355.60' to a #5 rebar set; thence South 88-53-19 West 789.52' to a #5 rebar set; thence South 88-53-19 West 100.00 feet to a point on the top bank of Sugar Creek; thence following the bank of the creek for the next 27 courses and distances: (1st) North 39-48-49 East 10.10' to a point, (2nd) North 29-49-52 East 45.26' to a point, (3rd) North 44-00-14 East 52.74' to a point, (4th) North 23-25-21 East 48.85' to a point, (5th) North 42-11-06 East 46.92' to a point, (6th) North 11-36-49 East 52.76' to a point, (7th) North 27-46-01 East 67.30' to a point, (8th) North 19-31-57 East 55.34' to a point, (9th) North 45-25-00 East 56.50' to a point, (10th) North 27-04-46 East 64.04' to a point, (11th) North 24-52-43 East 47.97' to a point, (12th) North 31-05-57 East 53.25' to a point, (13th) North 26-08-27 East 54.58' to a point, (14th) North 17-16-52 East 42.63' to a point; (15th) North 19-24-10 East 55.48' to a point, (16th) North 19-14-50 East 52.82' to a point, (17th) North 33-44-36 East 30.83' to a point, (18th) North 09-03-08 East 23.38'

to a point, (19th) North 36-56-04 East 35.01' to a point, (20th) North 19-52-27 East 61.45' to a point, (21st) North 24-03-26 East 63.03' to a point, (22nd) North 01-23-30 East 75.20' to a point, (23rd) North 00-07-44 East 52.23' to a point, (24th) North 05-27-38 West 53.02' to a point, (25th) North 02-19-38 East 51.32' to a point, (26th) North 10-05-11 East 50.07' to a point, and (27th) North 13-12-31 East 67.51' to a point; thence South 62-57-20 East 57.23' to a #5 rebar set; thence South 62-57-20 East 100.00' to a #4 rebar found; thence South 62-57-20 East 1,065.00' to a 1" pipe found; thence South 62-57-20 East 264.84' to a 1" pipe found; thence South 01-29-54 East 356.19' to a #5 rebar found; thence South 62-55-52 East 835.86' to the **POINT AND PLACE OF BEGINNING**, containing 38.448 acres, more or less, and shown as "New Tract Z2" on a survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former S.C. Carrouth Property described in Deed Book A006 at Page 0923.

Tax Map ID: 0006-00-003.00

Bretagne Development Group, LLC Tract – Approximately 123.610 Acres

BEGINNING at SCGS Monument "State AZ Mark" (N=1,155,534.41', E=2,044,004.27') and thence following a tie line South 20-08-39 West 2,502.85' to SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') thence continuing along a tie line North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), which is the POINT AND PLACE OF BEGINNING; thence following the arc of a circular curve with a radius of 2,291.83', a length of 534.98', delta 13-22-29, and a chord length 53377' and chord bearing South 33-20-54 West to a point; thence North 40-02-09 East 217.30' PK nail found, which nail is South 37-54-44 East 49.24' from a concrete monument found 25.57' from the centerline of Barberville Road; thence North 69-12-00 West 941.54' a #5 rebar set; thence North 69-12-00 West 21.15' to a iron pipe found with a nail set at its base; thence North 20-18-52 West 20.38' to a #5 rebar set; thence North 20-18-52 West 1,829.58' to a #4 rebar found; thence South 3859-13 West 68.83' to a #4 rebar found; thence South 06-41-38 East 489.90' to a found PK nail; thence North 80-35-28 West 544.35' to a 1" pinch pipe found; thence North 80-35-43 West 33776' to a 1" pinch pipe found; thence North 80-35-40 West 428.13' to a #4 rebar found; thence North 80-35-40 West 528.00' to a point; thence South 15-12-08 West 915.08' to a point; thence South 24-31-58 West 77.20' to a point; thence South 41-09-58 West 161.70' to a point; thence South 36-26-58 West 300.30' to a point; thence South 04-14-58 West 275.90' to a point; thence South 03-29-30 East 143.22' to a point; thence South 62-57-20 East 100.00' to a #4 rebar found; thence South 62-57-20 East 1,065.00' to a 1" pipe found; thence South 62-57-20 East 264.84' to a 1" pipe found; thence South 62-54-15 East 626.12' to a #5 rebar found; thence South 62-56-02 East 209.86' to a #5 rebar found; thence South 62-59-02 East 1,259.41' to a iron pipe found with a nail set in the pipe; thence South 62-59-02 East 33.00' to the POINT AND PLACE OF BEGINNING, containing 123.610 acres, more or less, and shown as "Tract C, D" on a survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former SPS Properties, LLC Property described in Deed Book 333 at Page 271, Lancaster County Registry and shown on plat recorded in Plat Book 19 at Page 174, Lancaster County Registry.

DERIVATION: The property described above was acquired by the Grantor by deed from Mary Ann S. Smith, recorded in Deed Book 323 at Page 212 and Deed Book 333 at Page 289, Lancaster County Registry.

Tax Map ID: 6-00-004.00

Bretagne Development Group, LLC Tract – Approximately 88.209 Acres

BEGINNING at an SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next five courses and distances: (1st) North 5528-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) following the arc of a circular curve with a radius of 2,291.83', a length of 374.16', delta 9-21-15, and a chord length 373.75' and chord bearing South 21-59-03 West to a point, (3rd) South 1718-25 East 504.29' to a point, (4th) North 72-13-07 West 33.00' to a bent 1/2" pipe with a nail set at it's base, (stn) South 17-17-06 West 276.08' to an iron pin found, which is the POINT ANDPLACE OF BEGINNING; thence South 17-21-01 West 274.62' to a 1/2' pinch pipe found; thence South 17-11-57 West 101.70' to a #5 rebar set; thence South 23-35-49 West 176.25' to a 3/4" pipe found; thence South 72-03-29 East 33.21' to a point; thence South 25-39-36 West 49.47' to a point; North 81-53-30 West 36.04' to a #5 rebar set; thence North 81-53-30 West 21.99' to a 1" pinch pipe found; thence North 81-53-30 West 2,983.36' to a #4 rebar found; thence North 81-53-30 West 404.71' to a #4 rebar found; thence North 81-53-30 West 7.16' to a point; thence following the top of the bank of Sugar Creek for the next 24 courses and distances: (1st) North 47-13-43 East 34.01' to a point, (2nd) North 34-30-09 East 45.59' to a point, (3rd) North 29-50-03 East 50.36' to a point, (4th) North 64-37-04 East 24.87' to a point, (stn) North 39-00-51 East 57.82' to a point, (6th) North 08-40-03 68.71' to a point, (7th) North 07-11-52 West 72.13' to a point, (8th) North 07-28-58 West 46.36' to a point, (9th) North 08-05-44 West 37.95' to a point, (10th) North 16-22-27 West 48.61' to a point, (11th) North 23-41-05 West 47.27' to a point, (12th) North 36-45-02 West 46.29' to a point, (13th) North 38-04-00 West 79.25' to a point, (14th) North 39-39-17 West 52.54' to a point, (15th) North 35-19-06 West 45.96' to a point, (16th) North 30-16-16 West 42.38' to a point, (17th) North 23-55-36 West 50.29' to a point, (18th) North 20-13-54 East 26.35' to a point, (19th) North 34-07-17 East 46.54' to a point, (20th) North 37-37-18 East 51.64' to a point, (21st) North 38-01-55 East 47.39' to a point, (22nd) North 36-23-14 East 4974' to a point, (23rd) North 40-06-54 East 45.29' to a point, and (24th) North 28-56-37 East 17.01' to a point; thence turning away from the creek North 89-32-26 East 48.90' to a #4 rebar found; thence North 89-32-26 East 1,627.52' to a 1" pinch pipe found; thence North 62-25-49 East 594.15' to a #5 rebar found; thence North 62-24-11 East 69.99' to a #4 rebar found; thence South 47-54-47 East 493.07' to a #4 rebar found; thence South 05-18-08 West 285.07' to a bent 1/2" pipe found with a nail set at its base; thence South 72-11-15 East 151.48' to a #5 rebar found; thence South 72-11-15 East 101.56' to a bent 1/2" pipe found

with a nail set at its --base; thence South 17-29-13 West 276.40' to a bent 1" pipe found with a nail set at its base; thence South 72-14-34 East 789.81' to the POINT AND PLACE OF BEGINNING, containing 88.209 acres, more or less, and shown as "Tract A, K, L, M" on a survey prepared for

Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former SPS Properties, LLC Property described in Deed Book 333 at Page 289, Lancaster County Registry and shown on plat recorded in Plat Book J-5 at Page 18, Lancaster County Registry.

DERIVATION: The property described above was acquired by the Grantor by deed from JTC Barberville Farm Property, LLC, recorded in Deed Book 323 at Page 235, Lancaster County Registry.

Tax Map ID: 6-00-001.00

Bretagne Development Group, LLC Tract – Approximately 4.995 Acres

BEGINNING at an SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next three courses and distances: (1st) North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) North 62-59-02 West 33.00' to a nail set in a pipe, and (3rd) North 62-59-02 West 1,259.41' to a #5 rebar, which is the POINT AND PLACE OF BEGINNING; thence South 01-30-19 East 355.89 to an iron pin found; thence North 62-55-52 West 835.86' to a #5 rebar found; thence North 01-29-54 West 356.19' to a 1" pipe found; thence South 62-54-15 East 626.12' to a #5 rebar found; thence South 54-23-10 West 259.69' to a #4 rebar found with a bent nail set at its base; thence South 73-42-21 East 236.63' to a #5 rebar found with a bent nail set at its base; thence North 54-26-45 East 210.02' the POINT AND PLACE OF BEGINNING, containing 4.995 acres, more or less, and shown as the now or former Sonya Renee Carrouth Property, and also shown as "Tract E", on a boundary survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former Sonya Renee Carrouth Property described in Deed Book 144 at Page 94 and Deed Book U-7 at page 160, Lancaster County Registry.

DERIVATION: The property described herein was acquired by the Grantor by deed from Sonya R. Carrouth AKA Sonya Renee Carrouth, recorded in Deed Book 387 at Page 297, Lancaster County Registry.

Tax Map ID: 6-00-003.01

Bretagne Development Group LLC Tract – Approximately 23.963 Acres

BEGINNING at SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next nine courses and distances: (1st) North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) North 62-59-02 West 33.00' to a nail set in a pipe, (3rd) North 62-59-02 West 1,259.41' to a #5 rebar, (4th) South 01-3019 East 355.89' to an iron pin found, (5th) South 08-05-03 East 193.38' to a #5 rebar, (6th) North 71-3704 West 151.90' to a pinch pipe found, (7th) North 47-54-52 West 220.02 to a 1" pipe, (8th) South 6225-12 West 260.31' to a #4 rebar found, and (9th) South 62-24-11 West 69.99' to a #5 rebar found, which is the POINT AND PLACE OF BEGINNING; thence South 62-25-49 West 594.15' to a 1" pinch pipe found; thence South 89-32-26 West 1,627.52' to a #4 rebar found; thence South 89-32-26 West 48.90' to a point at the top of the bank of Sugar Creek; thence following the bank of Sugar Creek for the next thirteen courses and distances: (1st) North 28-56-37 East 31.28' to a point, (2nd) North 36-46-32 East 54.03' to a point, (3rd) North 25-58-23 East 42.99' to a point, (4th) North 15-04-35 East 55.41' to a point, (5th) North 10-55-37 East 51.14' to a point, (6th) North 29-42-05 East 37.92' to a point, (7th) North 18-52-08 East 67.40' to a point, (8th) North 03-29-41 East 56.31' to a point, (9th) North 06-43-02 West 54.37' to a point, (10th) North 08-52-39 East 60.24' to a point, (11th) North 3013-51 East 54.47' to a point, (12th) North 29-56-08 East 50.42' to a point, and (13th) North 39-48-49 East 46.47' to a point; thence, turning away from the creek, North 88-53-19 East 100.00' to a set #5 rebar; thence North 88-53-19 East 789.52' to a set #5 rebar; thence South 84-21-05 East 355.60' to a set #5 rebar; thence South 62-26-12 East 423.22' to a set #5 rebar; thence South 74-06-23 East 379.42' to the POINT AND PLACE OF BEGINNING, containing 23.963 acres, more or less, and shown as "New Tract Z1" on a boundary survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. # 14807).

The property described herein is a portion of the now or former S. C. Carrouth Property (Deed Book A006, Page 0923, Lancaster County Registry).

Tax Map ID: 0006-00-003.00

Bretagne Development Group, LLC Tract – Approximately 22.673 Acres

BEGINNING at SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), which is the POINT AND PLACE OF BEGINNING; thence following the arc of a circular curve with a radius of 2,291.83', a length of 374.16', delta 9-21-15, and a chord length 373.75' and chord bearing South 21-59-03 West to a point; thence continuing along Barberville Road South 17-18-25 East 504.29' to a point; thence North 72-13-07 West 33.00' to a bent 1/2" pipe with a nail set at its base; thence North 72-13-07 West 766.80' to a 1/2" pipe; thence North 72-13-07 West 22.04' to a bent 1/2" pipe; thence North 72-11-15 West 101.56' to a #5 rebar found; thence North 20-17-27 East 573.07' to a #5 rebar found; thence North 71-29-46 West 152.23' to a #5 rebar found; thence North 08-05-03 West 193.38' to an iron

pin found; thence North 01-30-19 West 355.89' to a #5 rebar; thence South 62-59-02 East 1259.41' to a nail set in a pipe; thence South 62-5902 East 33.00' to the POINT AND PLACE OF BEGINNING, containing 22.673 acres, more or less, and shown as "New Tract Z3" on a survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December '18, 2006 and certified by Donald G. Crews (P.L.S. # 14807).

The property described herein is a portion of the now or former, S. C. Carrouth Property (Deed Book A006, Page 0923, Lancaster County Registry).

Tax Map ID 0006-00-003.00

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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 Q, 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 302.22.
- The overall density for the Bretagne development is 1.32 units per acre.

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Exhibit C
Development Schedule

<u>Calendar Year</u> <u>Beginning January 1</u>	<u>Units Commenced/Completed</u> <u>Single Family Units</u>
2007	2008 0
2008	2009 100
2009	2010 100
2010	2011 50
2011	2012 50
2012	2013 25
2013	2014 25
2014	2015 25
2015	2016 15
2016	2017 10

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Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. Developer is the legal and equitable owner of the Bretagne Development Group, LLC, Tracts as identified in Exhibit A of this Agreement. Carrouth is the only legal and equitable owner of the Carrouth Tract except to the extent that Developer has an option to purchase the Carrouth Tract. Rowland is the only legal and equitable owner of the Rowland Tract except to the extent that Developer has an option to purchase the Rowland Tract.

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

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

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

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

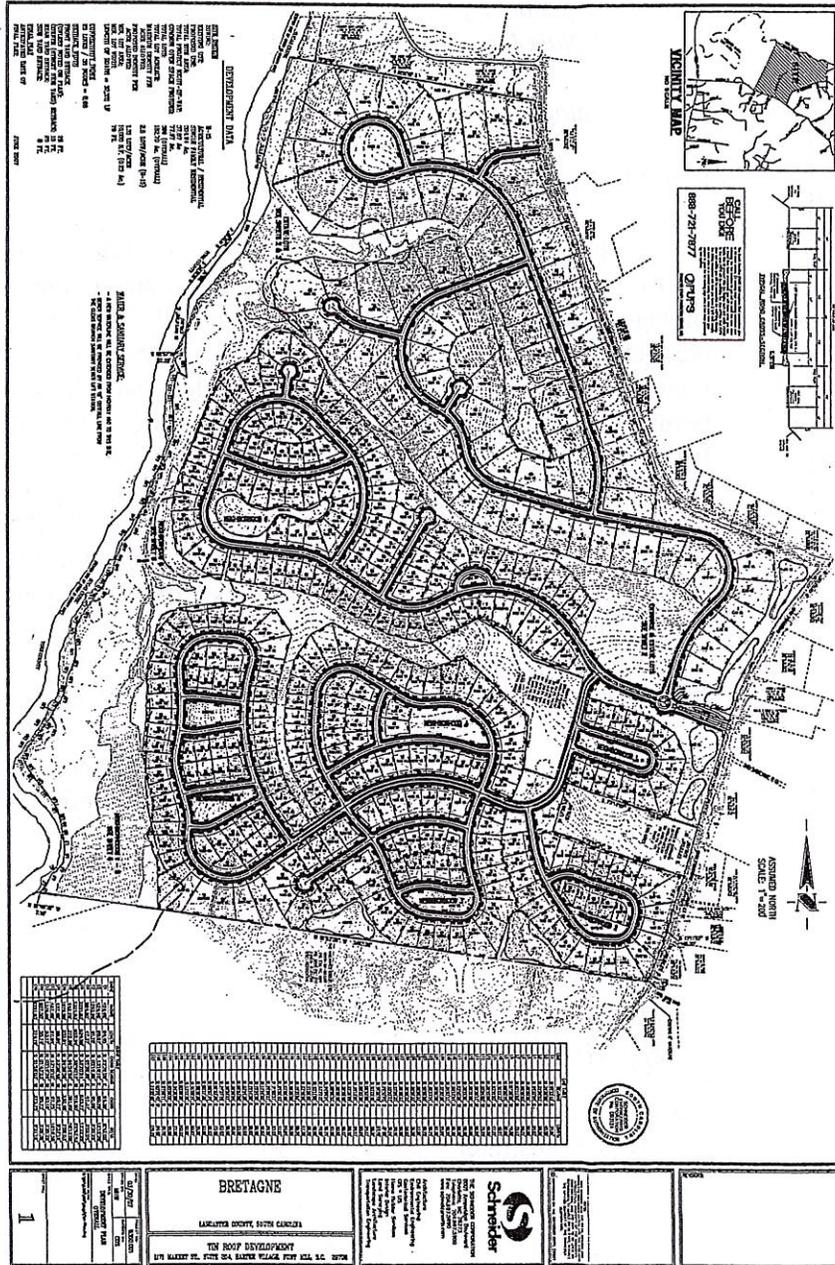
Laws and Land Development Regulations

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.

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Exhibit F
Overall Development Plan

NOTE: A full size copy of the Overall Development Plan is on file with the Lancaster County Planning Department.



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**Lancaster
County**

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

September 5, 2012

Mr. Richard Unger
Parker Poe
1201 Main Street
Columbia,
SC 29201

Via: *J. Michael Ey*
McNair Law Firm

RE: *Bretagne*

Dear Mr. Unger,

In your letter of July 26, 2012, you asked that I confirm in writing that the Bretagne Development Agreement, by and among the County of Lancaster, Bretagne Development Group, LLC, and others, dated June 4, 2007, and recorded in Deed Book 403, Pages 100-135 in the Register of Deeds Office for Lancaster County (the "Bretagne Development Agreement"), "has been terminated as to the property of REDUS South Carolina, LLC and that neither REDUS South Carolina, LLC nor any future owner of the property or any portions thereof is obligated to perform any of the obligations of the Developer under the Development Agreement." The property of REDUS South Carolina, LLC is identified as the property on the plat recorded in Plat Book 2011, Pages 247 and 248 in the Register of Deeds Office for Lancaster County (the "Property"). Further, you have indicated by email dated September 4, 2012, that the Property "is the undeveloped property outside of the Bretagne Subdivision" and that none of the Property is inside the Bretagne Subdivision.

I confirm for you that the Bretagne Development Agreement no longer applies to the Property for any purpose, whether benefit or burden, by virtue of the court's order in the foreclosure action identified as Case No. 2009-CP-29-621.

Sincerely yours,

Steve Willis
County Administrator

SW/
cc:

Mike Ey, County Attorney
Penelope Karagounis, County Planning Director



Lancaster
County

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Dale and Emily Barry
0003O-0A-033.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0003O-0A-033.00. This waiver expires on September 30, 2019.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Steve Willis".

Steve Willis
County Administrator

A handwritten signature in blue ink, appearing to read "Steve Yeargin".

Steve Yeargin, CBO
Building Official



SW/

A handwritten signature in blue ink, appearing to read "Virginia Burgess".

Virginia Burgess
Deputy Clerk to Council



Lancaster
County

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Obinna and Ngozi Oriaku
0003O-0B-007.00 & 0003O-0B-017.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel numbers 0003O-0B-007.00 & 0003O-0B-017.00. This waiver expires on September 30, 2019.

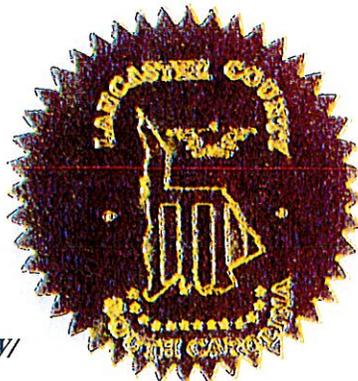
Sincerely yours,

Handwritten signature of Steve Willis in blue ink.

Steve Willis
County Administrator

Handwritten signature of Steve Yeargin in blue ink.

Steve Yeargin, CBO
Building Official



SW/

Handwritten signature of Virginia Burgess in blue ink.

Virginia Burgess
Deputy Clerk to Council



Lancaster County

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Henry and Doris Childress
0006B-0A-012.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0006B-0A-012.00. This waiver expires on September 30, 2019.

Sincerely yours,

A handwritten signature in blue ink that reads "Steve Willis".

Steve Willis
County Administrator

A handwritten signature in blue ink that reads "Steve Yeargin".

Steve Yeargin, CBO
Building Official



SW/

A handwritten signature in blue ink that reads "Virginia Burgess".

Virginia Burgess
Deputy Clerk to Council



Lancaster
County

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
John and Karen Ryan
0003O-0A-011.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0003O-0A-011.00. This waiver expires on September 30, 2019.

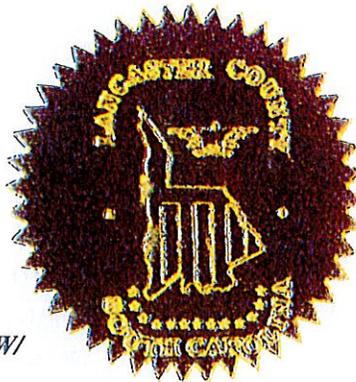
Sincerely yours,

Handwritten signature of Steve Willis in blue ink.

Steve Willis
County Administrator

Handwritten signature of Steve Yeargin in blue ink.

Steve Yeargin, CBO
Building Official



SW/

Handwritten signature of Virginia Burgess in blue ink.

Virginia Burgess
Deputy Clerk to Council



**Lancaster
County**

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Thomas and Darlene Seck
0003O-0B-012.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0003O-0B-012.00. This waiver expires on September 30, 2019.

Sincerely yours,

Handwritten signature of Steve Willis in blue ink.

Steve Willis
County Administrator

Handwritten signature of Steve Yeargin in blue ink.

Steve Yeargin, CBO
Building Official



SW/

Virginia Burgess
Virginia Burgess
Deputy Clerk to Council



Lancaster
County

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Daniel Schumacher
0003O-0B-014.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0003O-0B-014.00. This waiver expires on September 30, 2019.

Sincerely yours,

Handwritten signature of Steve Willis in blue ink.

Steve Willis
County Administrator

Handwritten signature of Steve Yeargin in blue ink.

Steve Yeargin, CBO
Building Official



SW/

Handwritten signature of Virginia Burgess in blue ink.

Virginia Burgess
Deputy Clerk to Council



Lancaster
County

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Alex and Barbara Shumate
0003O-0A-003.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0003O-0A-003.00. This waiver expires on September 30, 2019.

Sincerely yours,

Handwritten signature of Steve Willis in blue ink.

Steve Willis
County Administrator

Handwritten signature of Steve Yeargin in blue ink.

Steve Yeargin, CBO
Building Official



SW//

Handwritten signature of Virginia Burgess in blue ink.

Virginia Burgess
Deputy Clerk to Council



Lancaster
County

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Weddington Capital, LLC
0006B-0A-006.00, 0006B-0A-008.00, & 0006B-0A-032.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel numbers 0006B-0A-006.00, 0006B-0A-008.00, & 0006B-0A-032.00. This waiver expires on September 30, 2019.

Sincerely yours,

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Steve Willis
County Administrator

Handwritten signature of Steve Yeargin in blue ink.

Steve Yeargin, CBO
Building Official



SW/

Handwritten signature of Virginia Burgess in blue ink.

Virginia Burgess
Deputy Clerk to Council



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Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Peter Axhoj
0006C-0C-007.00 & 0006C-0C-008.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel numbers 0006C-0C-007.00 & 0006C-0C-008.00. This waiver expires on September 30, 2019.

Sincerely yours,

Handwritten signature of Steve Willis in blue ink.

Steve Willis
County Administrator

Handwritten signature of Steve Yeargin in blue ink.

Steve Yeargin, CBO
Building Official



SW/

Virginia Burgess
Virginia Burgess
Deputy Clerk to Council



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Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
David and Beth Pilch
0003O-0A-025.00 & 0003O-0B-008.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel numbers 0003O-0A-025.00 & 0003O-0B-008.00. This waiver expires on September 30, 2019.

Sincerely yours,

Handwritten signature of Steve Willis in blue ink.

Steve Willis
County Administrator

Handwritten signature of Steve Yeargin in blue ink.

Steve Yeargin, CBO
Building Official



SW/

Handwritten signature of Virginia Burgess in blue ink.

Virginia Burgess
Deputy Clerk to Council



**Lancaster
County**

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101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Steve and Joann Kaiser
0003O-0A-010.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0003O-0A-010.00. This waiver expires on September 30, 2019.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Steve Willis'.

Steve Willis
County Administrator

A handwritten signature in blue ink, appearing to read 'Steve Yeargin'.

Steve Yeargin, CBO
Building Official



SW/

A handwritten signature in blue ink, appearing to read 'Virginia Burgess'.

Virginia Burgess
Deputy Clerk to Council

WHEREAS, Lancaster County vigorously contested its liability to the Plaintiffs in this legal proceeding; and

WHEREAS, the Plaintiffs and Lancaster County have negotiated an amicable resolution of all claims between them in exchange for a dismissal of Lancaster County from this litigation and a release of all claims against Lancaster County; and

WHEREAS, the Plaintiffs and Lancaster County acknowledge that this resolution is not deemed or considered an admission of liability or wrongdoing by the County or any of its personnel, but is a good faith settlement by both parties to avoid uncertainty and continued litigation expenses;

NOW, THEREFORE, the Plaintiffs, in exchange for the good and sufficient consideration stated herein, agree to the following:

1. Dismissal. The Plaintiffs agree to dismiss with prejudice all lawsuits and claims of any type which they have brought or could have brought against Lancaster County, its current and former employees, and agents, including but not limited to the lawsuit mentioned herein.

2. Release. In consideration of the covenants and promises herein, the sufficiency of which are hereby acknowledged, the Plaintiffs, for themselves and on behalf of their heirs, legal representatives, agents, executors, administrators, successors and assigns (collectively "Releasers"), hereby releases and forever discharges Lancaster County, its insurer the South Carolina Property and Liability Insurance Trust and all of their officers, directors, agents, attorneys, representatives, fiduciaries, committees and employees, past, present and future (collectively, "Releasees"), from any and all claims whether direct or derivative, under statutory and/or common law, of any nature whatsoever, both known and unknown, including, b

but not limited to, any and all claims, actions, damages, diminution in value, depreciation, property tax claims, lawsuits, obligations, actual legal fees and expenses, demands, benefits, debts, damages, losses, costs, expenses, judgments, actions and causes of action, of any nature whatsoever, both in law and equity, in tort or contract, now known or unknown, pled and unpled, which Releasors may have, or claimed to have had as of the date of this Release, or hereafter may have or assert to have arising out of the factual matters alleged in the pleadings in this litigation. The Plaintiffs agree that they will not commence, aid in any way, prosecute, or permit to be commenced on their behalf against any of the released parties any action or other proceeding based on any claims, demands, causes of action, obligations, damages, losses or other liabilities which are the subject of this Release.

3. Settlement Terms. In exchange for the Release and Dismissal, Lancaster County and its insurance carrier will provide the following:

a. ~~Lancaster County will make a payment of \$230,000 to Plaintiff's counsel,~~
~~B. Elizabeth Todd.~~ The South Carolina Property and Liability Insurance Trust will make a payment of \$10,000 to B. Elizabeth Todd. Plaintiffs will execute a document giving authority to the County and the Trust to make the check payable to Ms. Todd. The funds will be deposited into a trust account and will be dispersed to the Plaintiffs only after the County has received both a fully-executed copy of this Release and Agreement and the Stipulation of Dismissal of all claims against the County.

b. Lancaster County will commit \$100,000 to the future infrastructure development, as outlined in the Development Agreement between Lancaster County and Bretagne Development Group, so long as that infrastructure is completed within five years of the date of this Release and Agreement. The funds will be used to reimburse the developer for

expenses upon completion of the infrastructure. The funds will be released only with the agreement of the County and representatives of the Plaintiffs. That agreement for reimbursement should be made upon the entry of a development agreement for the completion of the infrastructure by a developer and the County. Agreement shall not be unreasonably withheld. After five years from the date of this agreement, the funds will revert to the County if the payment is not yet due and payable.

c. Lancaster County will waive the rooftop fee called for by the Development Agreement between Lancaster County and Bretagne Development Group. That waiver will apply to these Plaintiffs only for the lots they currently own in this litigation. That waiver will be effective only for a period of five years from the date of this Release and Agreement. This provision does not impact any future development agreement that is not yet in place.

d. Lancaster County will waive building permit fees for these Plaintiffs for the lots they own in this litigation for a period of five years from the date of this Release and Agreement. This waiver is transferable to any purchaser of these lots.

e. The Plaintiffs have requested and agree to the confidentiality of this settlement and this document. They Plaintiffs specifically covenant and agree that the terms of this settlement are confidential and they will not be released or divulged to anyone. The Plaintiffs further agree that this document is confidential and that the Plaintiffs will not release or divulge it or its terms to anyone other than the Plaintiffs accountants or tax advisors or as otherwise required by law. The Plaintiffs recognize that the County may be required by law to release information regarding this settlement and cannot covenant and agree to maintain confidentiality.

Agenda Item Summary

Ordinance: 2016 - 1403

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Agenda: I&R Committee – July 12, 2016
County Council – July 18, 2016

Issue for Consideration: Whether or not it is appropriate for Council 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.

Points to Consider: Since mid-year 2015, a substantial portion of Lancaster County has been under a moratorium so as to allow the Planning Department to draft a new Unified Development Ordinance (UDO). The present UDO is eighteen (18) years old and in great need of updating because of the changing needs of Lancaster County in regards to land uses. The present ordinance (2015-1351) that commenced the moratorium expires on September 8, 2016. While great strides have been made in developing the particulars of the new UDO, time between now and September 8th will not permit the Planning Commission's and Council's full consideration of the massive document and passage of the adopting ordinance. Barring continuances, etc., it is anticipated that the following schedule most likely will be followed with the Planning Commission and Council:

Planning Commission – August 23, 2016

Council 1st Reading ----September 12, 2016

Council 2nd Reading ---September 26, 2016 (with Public Hearing)

Council 3rd Reading ---October 10, 2016

**The importance of this UDO matter and it having been presented periodically to full Council previously, there will not be a committee presentation prior to 1st Reading.

Funding and Liability Factors: N/A

Council Options: Approve or reject the Ordinance.

Recommendation: The Planning Director and the Administrator recommend that the I&R Committee give favorable consideration to the moratorium ordinance and that Council pass the local legislation.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO.2016-1403

AN ORDINANCE

TO IMPOSE A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR DISTRICT BOUNDARY AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE OF LANCASTER COUNTY IN THE AREA OF THE COUNTY NORTH OF HIGHWAY 5

WHEREAS, on July 13, 2015, Council passed Ordinance 2015-1351, local legislation that established a moratorium on district boundary amendments in the area of the county north of Highway 5; and

WHEREAS, the purpose of Ordinance 2015-1351 was to allow Lancaster County to develop a new Unified Development Ordinance and Zoning Map to implement the Comprehensive Plan Guiding Principles, Plan Implementation and provide recommendations as to the appropriate land use, zoning district designations and development regulations for all properties; and

WHEREAS, notwithstanding diligent efforts by Lancaster County staff in meeting their responsibilities associated with the development of the new Unified Development Ordinance (UDO), the project has proven to be more complex and time consuming than originally contemplated and will require additional time to prepare the new UDO and Zoning Map necessary to adequately manage growth in both the urban and rural areas in Lancaster County, and

WHEREAS, in order to accomplish the stated goal of an updated Unified Development Ordinance with the development of new zoning district designations and development regulations, Council deems it necessary and appropriate to impose and extend the Moratorium, effective Friday, September 1, 2016, on the County's acceptance and processing of applications for district boundary amendments to the UDO for **all real properties located in Lancaster County north of the following boundary: from a point at the western boundary with York County along Highway 5 until its intersection with Highway 521, then preceding in a northeastern direction along Old Church Road until its intersection with the Union County, NC state line, then further northward to the North Carolina state line** for a period not to exceed four (4) months so as to preserve the status quo until the Planning Commission and Planning Department staff have completed their work and come forward with the recommendations called for in this ordinance.

NOW THEREFORE, by the power and authority granted to the Lancaster County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted:

1a. **New UDO and Zoning Map Initiated Provision for Recommendations.** The Lancaster County Planning Commission and Planning Department staff shall review and consider a new UDO and Zoning Map and make recommendations to County Council for new zoning district designations, development regulations and appropriate zoning necessary to adequately manage growth throughout the County.

1b. **Four (4) Month Moratorium Adopted.** Effective September 1, 2016, no applications for district boundary map amendments to the UDO shall be accepted and processed by the Planning Department staff for **all real properties located in Lancaster County north of the following boundary: from a point at the western boundary with York County along Highway 5 until its intersection with Highway 521, then proceeding in a northeastern direction along Old Church Road until its intersection with the Union County, NC state line, then further northward to the North Carolina state line** for a period of four (4) months (the "Moratorium") beginning September 1, 2016 as the effective date and not later than December 31, 2016 as the end date. The Moratorium is imposed in order to allow the Lancaster County Planning Commission and Planning Department staff time to conduct the work specified in Section 1a. above. The Moratorium shall not affect development in progress that has already received approval from County Council and shall not affect rezoning applications and development agreements that were submitted to the Planning Department as of Second Reading of Ordinance 2015-1351, that date being June 22, 2015. In the event of a natural disaster, the County Administrator may suspend the Moratorium to the extent necessary to protect and preserve the public health, safety and general welfare.

1c. **Termination of Moratorium.** As noted above, this moratorium shall not extend beyond December 31, 2016. However, in anticipation of the new UDO possibly being reviewed and recommended by the Planning Commission and, thereafter, being reviewed and passed by County Council, it is to be understood and is ordained that should passage of the UDO occur prior to December 31, 2016 then, in that event, the present Uniform Development Ordinance and Zoning Map under which Lancaster County now operates shall be automatically and simultaneously deemed to be voided and rescinded without the necessity of further action of Council.

2. **Severability:** If a Section, Sub-section, or part of the Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of the Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

3. **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Lancaster County, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.

4. **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:

Second Reading:

Third Reading:

Public Hearing:

LANCASTER COUNTY PLANNING DEPARTMENT MEMO

To: LANCASTER COUNTY PLANNING COMMISSION

From: Alex Moore, AICP
Planner II

CC: File

Date: 7/11/2016

Re: SD-016-003-Two Capital Indian Land Reconsideration

Comments: Please find attached the staff report for the reconsideration of SD-016-003. I have revised the previously drafted staff report which you were given prior to the May 17th Planning Commission meeting. Any new information that I have added to this staff report is underlined and highlighted in yellow.

The staff report was prepared in this manner because the previously presented information remains very relevant.

Give me a call anytime at 803-416-9395 if you have any questions.

Thanks....

PLANNING DEPARTMENT STAFF REPORT
SD-016-003—TWO CAPITAL PARTNERS INDIAN LAND
APPLICANT: MR. WES TAUBEL OF TWO CAPITAL PARTNERS, LLC

I. FACTS

A. GENERAL INFORMATION

Proposal: In response to the Planning Commission vote of May 17th, 2016 (5-2 vote for denial) and pursuant to UDO Section 8.7.10.20 (Exhibit 12), Mr. Wes Taubel has filed for reconsideration of the denial of the Two Capital Partners Indian Land Preliminary Plan (Exhibit 13). This request was submitted to the Lancaster County Planning Department on June 10th, 2016.

This reconsideration request was accepted by the Planning Department due to the applicant's contention that *"The basis for reconsideration is a mistake of fact in other matters not the fault of the applicant which directly affected the result of review."* The applicant further states that *"The primary reason for rejection of the plan was the alignment of access to State Highway 160. The Planning Commission was under the mistaken belief that it could demand alternative access."*

Thus the applicant contends that the *"...mistake of fact in other matters not the fault of the applicant which directly affected the result of review"* was the Planning Commission's denial of the Preliminary Plan based on the proposed SC HWY 160 access point...i.e. that this access point was already agreed upon by SCDOT thus removing Planning Commission's ability to override this outside agency's decision. The foundation of this argument is based on UDO Section 13.6.2.4 (Exhibit 14)

Additionally the applicant has made changes to the original Preliminary Plan in effort to address many of the objections raised by Planning Commission at the meeting on 5/17/16. The specific changes that have been made to the site plan are listed within the final portion of Section II in this staff report.

Please note that a public hearing will *not* be held at the Planning Commission meeting regarding this reconsideration. However, there will be a time for individuals to speak during the citizen comment portion of the meeting. Each citizen will be allotted **three-minutes** to speak on this reconsideration.

A notice of time, date, location and subject matter was published within both the Lancaster News and the Carolina Gateway for this reconsideration. Additionally all adjacent property owners and the applicant were notified via first class mail of this meeting.

Interested citizens were also notified as a courtesy via email. Interested citizens include all citizens who sent emails regarding this project to the Planning Department prior to the May 17th Planning Commission meeting. This category also included leadership within the Indian Land Action Council. See Exhibit 15 for a hard-copy of this email which includes the email addresses of those who received the email.

This preliminary plan application proposes 313 multifamily units to be developed on TMS 0005-00-090.01 (39.24 Acres). This respective parcel was rezoned from B-3, General Commercial District to MF, Multiple-Family/Agricultural District at third reading of County Council on July 27th, 2015. Please note Ordinance 2015-1359 ([Exhibit 2](#)). The maximum density for Multiple-Family zoned parcels under the current UDO is eight dwelling units per acre. This project proposes 7.97 dwelling units per acre (313 DU/39.24 AC).

Property Location: The properties which are proposed to be rezoned are located north of SC HWY 160 and east of Calvin Hall Road in the Indian Land section of Lancaster County ([Exhibit 3](#)).

Legal Description: TMS No: 0005-00-090.01, 0008-00-005.01, 0008-00-006.02, 0008-00-006.01 and 0008-00-006.00.

Zoning Classification: The subject properties are currently zoned MF, Multiple Family/Agricultural District and B-2, Community Business District.

Voting District: Brian Carnes, District 7

B. SURROUNDING CONDITIONS

Below is surrounding condition information based on both the current zoning designations and the proposed zoning designations which would be in place under the new UDO. It should be noted that the proposed future designation of MX would permit multifamily uses. The principal parcel that is the subject of this preliminary plan submittal is proposed to be zoned MX:

Surrounding Conditions (CURRENT ZONING DESIGNATIONS): The parcels that are included within this preliminary plan application are surrounded by the following immediately adjacent zoning districts: Adjacent parcels to the **SOUTH** are zoned R-15P, Moderate Density Residential/Agricultural Panhandle District, B-2 Community Business District and B-3 General Commercial District. Adjacent parcels to the **NORTH** are zoned R-15P, Moderate Density Residential/Agricultural Panhandle District and PDD-5 (Bailes Ridge), Planned Development District. Adjacent parcels to the **WEST** are zoned PDD-5 (Bailes Ridge), Planned Development District. Adjacent parcels to the **EAST** are zoned R-15P, Moderate Density Residential/Agricultural Panhandle District and I-1, Light Industrial District ([Exhibit 4](#)).

Surrounding Conditions (PROPOSED NEW UDO ZONING DESIGNATIONS): The parcels that are included within this preliminary plan application are surrounded by the following immediately adjacent, *proposed* zoning districts: Adjacent parcels to the **SOUTH** are *proposed* to be zoned MX, Mixed-Use District, and RB, Regional Business District. Adjacent parcels to the **NORTH** are *proposed* to be zoned PDD-5 (Bailes Ridge), Planned Development District and MDR, Medium Density Residential District. Adjacent parcels to the **WEST** are *proposed* to be zoned PDD-5

(Bailes Ridge), Planned Development District. Adjacent parcels to the EAST are *proposed* to be zoned MX, Mixed-Use District ([Exhibit 5](#)).

C. EXHIBIT LIST

1. SD-016-003 Preliminary Plan Application ([Exhibit 1](#))
2. Lancaster County Ordinance 2015-1359, an ordinance to rezone Tax Map No. 0005-00-090.01 ([Exhibit 2](#))
3. Project Location Map ([Exhibit 3](#))
4. Surrounding Conditions—Existing Zoning Districts ([Exhibit 4](#))
5. Surrounding Conditions—Proposed Zoning Districts ([Exhibit 5](#))
6. TIA Executive Summary ([Exhibit 6](#))
7. TIA Response Letter from SCDOT ([Exhibit 7](#))
8. DRC Information/Applicant Response ([Exhibit 8](#))
9. ~~Large, Resubmitted Plan-Set~~ ([Exhibit 9](#))
10. Emails from Concerned Citizens ([Exhibit 10](#))
11. Information on SC HWY 160 Project ([Exhibit 11](#))
12. UDO Section 8.7.10.20 ([Exhibit 12](#))
13. Reconsideration Letter filed with Planning Department ([Exhibit 13](#))
14. UDO Section 13.6.2.4 ([Exhibit 14](#))
15. Mailing Notice of Reconsideration ([Exhibit 15](#))
16. Emails received subsequent to 5/17/16 PC Meeting ([Exhibit 16](#))
17. Resubmitted Plan-Set for Reconsideration ([Exhibit 17](#))

II. FINDINGS

On May 19th, 2015 the Lancaster County Planning Commission held a public hearing on a proposed district boundary map amendment (rezoning) for TMS 0005-00-090.01 (the current Multiple-Family parcel within this Preliminary Plan Application). This proposed map amendment was a request to rezone from B-3, General Commercial to MF, Multiple-Family/Agricultural District. At this meeting the Lancaster County Planning Commission recommended by a vote of 7-0 that this proposed map amendment be adopted.

This recommendation and all supporting information was submitted to Lancaster County Council. The County Council acted on the recommendation by the Planning Commission. Three readings must be held by County Council for adoption of a district boundary map amendment. At third reading on July 27th, 2015 Lancaster County Council voted 5-1 to rezone the subject property from B-3, General Commercial to MF, Multiple-Family/Agricultural District.

Rezoning of this property was supported by the facts and findings of information provided to Planning Commission and to County Council. The property is designated as "Neighborhood Mixed Use" on the Future Land Use Map and it is within the "Pedestrian Center Node." This Pedestrian Center Node is intended to support uses such as multifamily. Additionally this site is in very close proximity to the Employment Center Node which contains uses such as Keer America and Movement Mortgage.

Such suburban office centers found within this Employment Center Node provide the opportunity for a concentration of employers. These uses typically include both larger, stand-alone buildings as well as areas which contain multiple office buildings that may support and serve one another (e.g. Red Ventures). Multifamily uses can often be found in close proximity to suburban office centers.

Concurrent with the project entitlement process, Two Capital Partners (the Developer) engaged the services of Design Resource Group to prepare a Traffic Impact Analysis (TIA) for this site. This TIA was submitted to SCDOT in January 2016. The executive summary and supporting “Area of Influence Map” is included as [\(Exhibit 6\)](#).

SCDOT responded to this TIA on February 17, 2016 [\(Exhibit 7\)](#). In this response letter the SCDOT District Engineering Administrator notes that they agreed in principle with the findings of the TIA. However, SCDOT also noted several changes that needed to be made to the proposed project. These changes are enumerated within [Exhibit 7](#).

On April 4th, 2016 the applicant submitted a preliminary plan application for a multifamily residential project consisting of 313 dwelling units. Public hearings for preliminary plan review are held by the Planning Commission. No additional meetings at County Council are required for preliminary plan review.

Prior to public hearings by the Planning Commission, a preliminary plan is submitted to the Lancaster County Development Review Committee (DRC) for review. This project went before the DRC on April 26th, 2016 [\(Exhibit 8\)](#). The DRC comments were provided to the applicant as soon as they were available after this meeting.

Planning Commission held its regular monthly workshop regarding this project at which time Commission members had an opportunity to ask questions of the applicant and Planning Staff. Applicants are typically advised to hold off on making revisions to the preliminary plan per the DRC comments until after the Planning Commission workshop in case any additional information is presented. In this instance a concern held by both Planning Staff and Planning Commission members included the proposed building elevation for the “Carriage” units within this project.

The applicant resubmitted the preliminary plan on Wednesday May 11th, 2016 [\(Exhibit 9\)](#). The resubmittal has addressed the comments from the Lancaster County DRC. Staff will provide an update on these DRC comments at the Planning Commission Meeting on Tuesday May 17th.

Staff would like to note that the applicant has upgraded the building elevations for the proposed “Carriage” units. These new elevations include more articulation of the façade, an additional roof gable, the addition of brick to both ends of each building along with improved outdoor lighting fixtures. This updated elevation can be found on the last sheet of the large plan-set within the Planning Commissioners packet.

In addition to TMS 0005-00-090.01 this proposed project will consist of TMS 0008-00-006.02, 0008-00-006.01 and 0008-00-006.00. It should be noted that all multifamily

DATE OF PLANNING COMMISSION RECONSIDERATION: JULY 19TH, 2016**APPROVAL DENIAL NO ACTION**

structures will be (and must be) constructed on TMS 0005-00-090.01 which is the parcel that was rezoned to MF in 2015 as noted at the beginning of this section. Again, the density of the project can only be calculated using the multi-family parcel which consists of 39.24 acres. The additional parcels are zoned B-2. The parcels which are zoned B-2 will include a private road which will connect with SC HWY 160. The total project acreage including the B-2 parcels is ± 43.01 acres.

Staff would like to bring to the attention of the Planning Commission the emails we have received from concerned community members regarding this proposed multifamily project ([Exhibit 10](#)). The concerns expressed within these emails cannot be diminished. Increased traffic, student population and pressure on existing infrastructure affect all of us. The current system does not provide for complete concurrency with respect to development Vis a Vis expansion of infrastructure.

However, there are plans in place for the improvement of infrastructure which should ameliorate a portion of the stress within Indian Land. Specifically South Carolina Highway 160 within Lancaster County will be widened from the York County Line to Possum Hollow Road. Moreover a traffic signal design has been added to this project and will be installed at the intersection of SC Highway 160 and Calvin Hall Road within the construction time frame. Construction on this widening is projected to begin in December 2016. Staff has included the project time-line along with the traffic signal design as an exhibit ([Exhibit 11](#)).

Additionally, the recent school bond referendum should also substantially assist the Indian Land area. A new k-4 elementary school for 970 students will be built on land the school district owns on SC Highway 521 below SC Highway 75 and Rebound Road. A new Indian Land High School which can facilitate up to 1,800 students will be built along with needed athletic facilities. The bond referendum included money to purchase land for this high school. Additional playground equipment will be installed along with needed maintenance at all of the elementary schools except for Harrisburg Elementary.

The applicant has made the following changes/additions to the Two-Capital Partners Indian Land plan-set ([Exhibit 17](#))

1. [Sheet C2.04](#) indicates that a fire truck can navigate the proposed entrance road within the project. The Lancaster County Fire Marshal has reviewed the changes to the plan and is in agreement with what Design Resource Group has provided.
2. [Sheet C8.02 \(private driveway section\)](#) indicates that valley curb and gutter has been added to the plan so as to further separate the driveways from the roadway. An example of this in plan-view can be seen on [Sheet C2.02](#) in the vicinity of Building 12 and Building 14 and on [Sheet C2.03](#) in the vicinity of Building 31 and 32.
3. [Sheet C8.02](#) and the respective Building locations listed above in point 2 also indicate a slope of 1.5%.
4. [Sheets C2.01, C2.02 and C2.03](#) indicate that the buffer has been increased from 20' to 30' in several locations. This includes a portion of the southern boundary ([Sheet C2.01](#) and [Sheet C2.03](#)) of the project and a portion of the northern and western boundary of the project ([Sheet C2.02](#)).

5. Sheet C2.01 indicates that sidewalk has been added where the project fronts Calvin Hall Road.

The applicant contends that these changes will enhance the project and the surrounding areas.

III. CONCLUSION

The density proposed for the Two Capital multifamily project at 7.97 dwelling units per acre (313 DU/39.24 AC) is in keeping with similar projects in the immediate vicinity. Specifically the adjacent Arlington subdivision has a density of 6.63 dwelling units per acre (356 DU/53.685 AC). The Enclave at Bailes Ridge, which is the existing multifamily project on the south side of SC Highway 160, has a density of 11.9 dwelling units per acre (246 DU/20.64 AC).

While no panacea to pressures on the road system within Indian Land, the SC Highway 160 widening along with the addition of a traffic signal at Calvin Hall Road should provide substantial assistance to both existing and future residents.

Indian Land is growing because it is a desirable place to be. Large businesses such as Red Ventures and Movement Mortgage have constructed campuses within the panhandle of Lancaster County for both economic and locational advantages. With regard to the later, these operations are attracting a younger demographic to their payrolls. With more housing options these individuals may choose to live closer to work rather than commute from Charlotte and beyond which in turn can generate less traffic when walking or biking options are considered.

The Two Capital Partners multifamily proposal now before Planning Commission is a high-end project with ample amenities and open space. It includes features that will allow residents to recreate without leaving the property. The developer has previously presented information indicating that future renters within the community will have a very positive economic impact and at least comparable spending power to existing Indian Land residents.

As noted above, perfect concurrency with regard to infrastructure improvements is not possible. Conversely crucial components of our County's infrastructure *will* be improved in relatively short order. These improvements will directly benefit existing residents of Indian Land impacted by proposals such as the Two Capital multifamily project.

Planning Staff recommends that Planning Commission APPROVE this Preliminary Plan.

As noted at the Planning Commission workshop, the purpose of the additional access to SC HWY 160 is to facilitate the need for a second point of ingress/egress. In accordance with the Lancaster County UDO Section 13.7.8.9, a second point of access is required if 150 or more dwelling units are proposed. Thus the Two Capital Indian Land project (313 dwelling units) must have a second point of access in addition to the ingress/egress point on Calvin Hall Road.

DATE OF PLANNING COMMISSION HEARING: MAY 17TH, 2016
___ APPROVAL X DENIAL (5-2 VOTE) ___ NO ACTION

DATE OF PLANNING COMMISSION RECONSIDERATION: JULY 19TH, 2016
APPROVAL DENIAL NO ACTION

SCDOT will allow a two-lane private road (one lane in/one lane out) at the proposed second point of access on SC HWY 160. While an encroachment permit will still need to be issued by SCDOT for the SC HWY 160 access, the applicant has received indication from SCDOT that this project can proceed with the encroachment permitting process subsequent to Lancaster County approval of the project.

With this in mind it is important that Section 13.6.2.4 is noted (Exhibit 14). Of specific importance is that portion of this section which states "The County Planning Commission shall not override the requirements of an outside agency or department but may seek to resolve conflicts by mutual agreement."

Based on the above provision within the Lancaster County UDO, the Planning Commission cannot override the decision SCDOT has made regarding the location of this proposed private roadway.

The resubmitted Two Capital Indian Land plan-set meets the requirements of all Lancaster County Departments.

Thus Planning Staff recommends that Planning Commission APPROVE this Preliminary Plan.

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

(Exhibit 1)

PRELIMINARY PLAN APPLICATION
(Refer to Article 5, Section 5.1)

Do Not Write In This Box		
Application No.	Date Received	Fee Paid
<u>SD-016-003</u>	<u>4-4-16</u>	<input checked="" type="checkbox"/>

INSTRUCTIONS:

PLEASE COMPLETE THIS APPLICATION AND THE ATTACHED CHECKLIST. RETURN THESE TWO FORMS, YOUR SITE PLAN DRAWING, AND SUPPORTING INFORMATION TO THE LANCASTER COUNTY PLANNING DEPARTMENT. INCOMPLETE APPLICATIONS WILL BE RETURNED TO THE APPLICANT. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE PLANNING DEPARTMENT AT (803) 285-6005.

Subdivision Name: TWO Capital Indian Land

Project Type: 313 Multi-family Units

Property Location: one Unincorporated area of County City of Lancaster
 Town of Heath Springs Town of Kershaw

Tax Map Number: 0005-00-090.01, 0008-00-005.01, 0008-00-006.02, 0008-00-006.01 and 0008-00-006.00

Area in Acres: 43.01 acres

Number of Lots: 5 existing parcels to be combined into a single lot for 313 multi-family units

Number of Sections/Phases: 1 phase

Existing Land Use District Classification: vacant and sales

CONTACTS:	PROPERTY OWNER	SURVEYOR/ENGINEER
NAME	<u>Wes Taubel with TWO Capital Partners</u>	<u>Scott Kiger with Design Resource Group</u>
ADDRESS	<u>3445 Peachtree Road, Suite 465</u>	<u>2459 Wilkinson Blvd, Suite 200</u>
CITY/STATE/ZIP	<u>Atlanta, GA 30326</u>	<u>Charlotte, NC 28208</u>
PHONE NUMBER	<u>404-262-2661</u>	<u>704-343-0608</u>

Water Supply: Wells Central Lancaster County Water and Sewer District
Name of Provider

Water Treatment: Septic Central Lancaster County Water and Sewer District
Name of Provider

Are you requesting a variance to any provision of the land development regulations? Yes No
If yes, attach a statement identifying which regulation section(s) is affect and explain.

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

PRELIMINARY PLAN APPLICATION CHECKLIST
(Refer to Section 13.8)

Are the following items included with your preliminary plan application? Check yes or no.

1- General Information:	YES	NO
Vicinity map and aerial photograph	<u>X</u>	___
Graphic scale, north arrow and date	<u>X</u>	___
Total acreage of land to be subdivided 43.01 acres	<u>X</u>	___
Boundaries of tract to be subdivided with all bearings & distances indicated	<u>X</u>	___
Existing and proposed use of all lots	<u>X</u>	___
Fifteen (15) digital copies of the preliminary plan and Six (6) hard copies (see contact list)	<u>X</u>	___
2- Existing Conditions:		
Zoning classification of proposed subdivision and adjacent areas	<u>X</u>	___
Deed record names of adjoining property owners	<u>X</u>	___
Location of streams, lakes, and land subject to 100 year flood	<u>X</u>	___
Location of adjoining property lines	<u>X</u>	___
Location of existing buildings on the site	<u>X</u>	___
Location of right-of-ways for existing roads, railroads, and utility lines on or adjacent to the site	<u>X</u>	___
Size and location of existing sewers, water mains, drains, culverts, or other underground facilities within any road right-of-way on or adjacent to the site	<u>X</u>	___
Acreage of each drainage area affecting the proposed subdivision	<u>X</u>	___
Topography at intervals of not more than ten (10) feet (Topography may be included on a separate map) existing topography shown, proposed grading was not required per email	___	___
Location of city & county boundary lines (if applicable)	___	na
Location of all central water and sewer lines within 1000 feet of the site	___	<u>X</u>
3- Proposed Conditions:		
Proposed road layout (road right-of-ways) and public crosswalk locations	<u>X</u>	___
Proposed road names	___	<u>X</u>
Road cross-sections	___	<u>X</u>
Profile of proposed roads showing natural and finished grades	___	<u>X</u>
Layout of all lots, including: area, setback lines, scaled dimensions, lot and block numbers, and utility easements with width and use	<u>X</u>	___
Preliminary letter of approval for septic waste disposal from DHEC	___	na
Construction plans for water supply, storm drainage, and sanitary sewer systems (if applicable) preliminary water and sewer layout	___	___
Designation of all land to be reserved for public use	na	___
Proposed major contour changes in areas where substantial cut and/or fill is to be done existing topography shown, proposed grading was not required per email we have identified proposed FFE and retaining wall location	___	___
Number of proposed lots	___	na
Total length of proposed roads	___	___
Traffic Impact Analysis - Refer to SCDOT ARMS Manual	<u>X</u>	___

If any of the above items are not included in your proposal, please explain why: _____

Existing central water and sewer lines located within 100' has been requested from survey but not received yet. Once final streets are identified/ determined and approved we will submit proposed street names. Per email from Lancaster County it said the Road Cross Section / Profiles, Grading Plans and Fully Engineered water / sewer construction plans were not required with the preliminary submittal. We have included proposed Building Finish Floor Elevations and existing topography to see how they correspond. Project will not be on Septic System

NOTE: Submission of this application does not constitute the granting of preliminary plan approval. All applicable requirements must be met before the proposal is presented to the planning commission. Lancaster County reserves the right to request additional information other than that specified in this checklist when deemed necessary for the complete review of the proposal

The following is a list of the contact persons/agency for the DRC:

Steve Yeargin, Interim Building Official - syeargin@lancastercountysc.net		(803) 285-1969
Kenneth Cauthen, Zoning - kcauthen@lancastercountysc.net	Paper Copy	(803) 416-9777
Clay Catoe, EMS - ccatoe@lancastercountysc.net		(803) 283-4134
Keith Tunnell, LCEDC - keith.Tunnell@lancasterseworks.com		(803) 285-9471
Seth Rodgers, LCNGA - sethrogers@comporium.net		(803) 285-2045
James Hawthorne, LCWSD - james.hawthorne@lcwafd.org		(803) 285-6919
Jeff Catoe, Public Works - jcatoe@lancastercountysc.net	Paper Copy	(803) 283-2101
Hal Hiott, Recreation - hhiott@lancastercountysc.net		(803) 285-5545
Gene Moore, School District - Gene.Moore@lcsdmail.net		(803) 286-6972
David Small, School District - David.Small@lcsdmail.net		(803) 286-6972
Bryan Vaughn, School District - Bryan.Vaughn@lcsdmail.net		(803) 286-6972
Barry Faile, Sheriff - bfaile@lancastercountysc.net		(803) 283-3388
Trish Hinson, E-911 Addressing - phinson@lanc911.com	*Paper	(803) 416-9325
DHEC - Erosion Control www.scdhec.com		(803) 898-3432
John McKay - SCDOT - McKay.ID@dot.state.sc.us		(803) 283-3397
Wayne Joyner - SCDOT - WjoynerJW@dot.state.sc.us	Projects South of Highway 75	
(803) 283-3397		
Daniel Hopkins - SCDOT - HopkinsDM@scdot.org	Projects North of Highway 75	
(803) 327-6186		
Mike Bagley - SCDOT - BagleyMR@dot.state.sc.us	Projects North of Highway 75	
(803) 327-6186		
Stephen Blackwelder - Fire Marshal - sblackwelder@lancastercountysc.net		(803) 283-8888
Planning Department - Three Paper Copies and a Digital Copy (Call the Planning Department to see which planner will need the digital copy).		(803) 285-6005

***Note:** For the E-911 Coordinator she needs a one page document that shows lot configuration, ingress egress, road names and length of roads.

Rev: 01-13-15



April 21, 2016

To: Scott Kiger, DRG

From: Wes Taubel

Re: Indian Land Culp Development

Scott,

We have all the properties noted in our Preliminary Plan under binding agreement to Purchase. The land owners are well aware of our plans to develop an apartment project, and our needs to secure preliminary plan approval. Should Lancaster County need anything else in this regard please advise.

Thanks

Wes

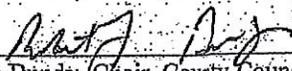
To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

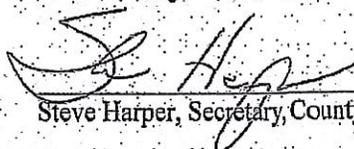
This ordinance is effective upon third reading.

And it is so ordained, this 27th day of July, 2015.

LANCASTER COUNTY, SOUTH CAROLINA



Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council

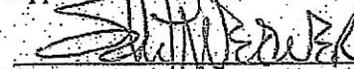
ATTEST:



Debbie C. Hardin, Clerk to Council

First Reading: 6-22-15
Second Reading: 7-13-15
Third Reading: 7-27-15

Approved as to form:



County Attorney

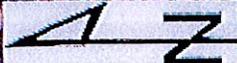
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

(Exhibit 3)

SD-016-003
Vicinity Map

Subject Property

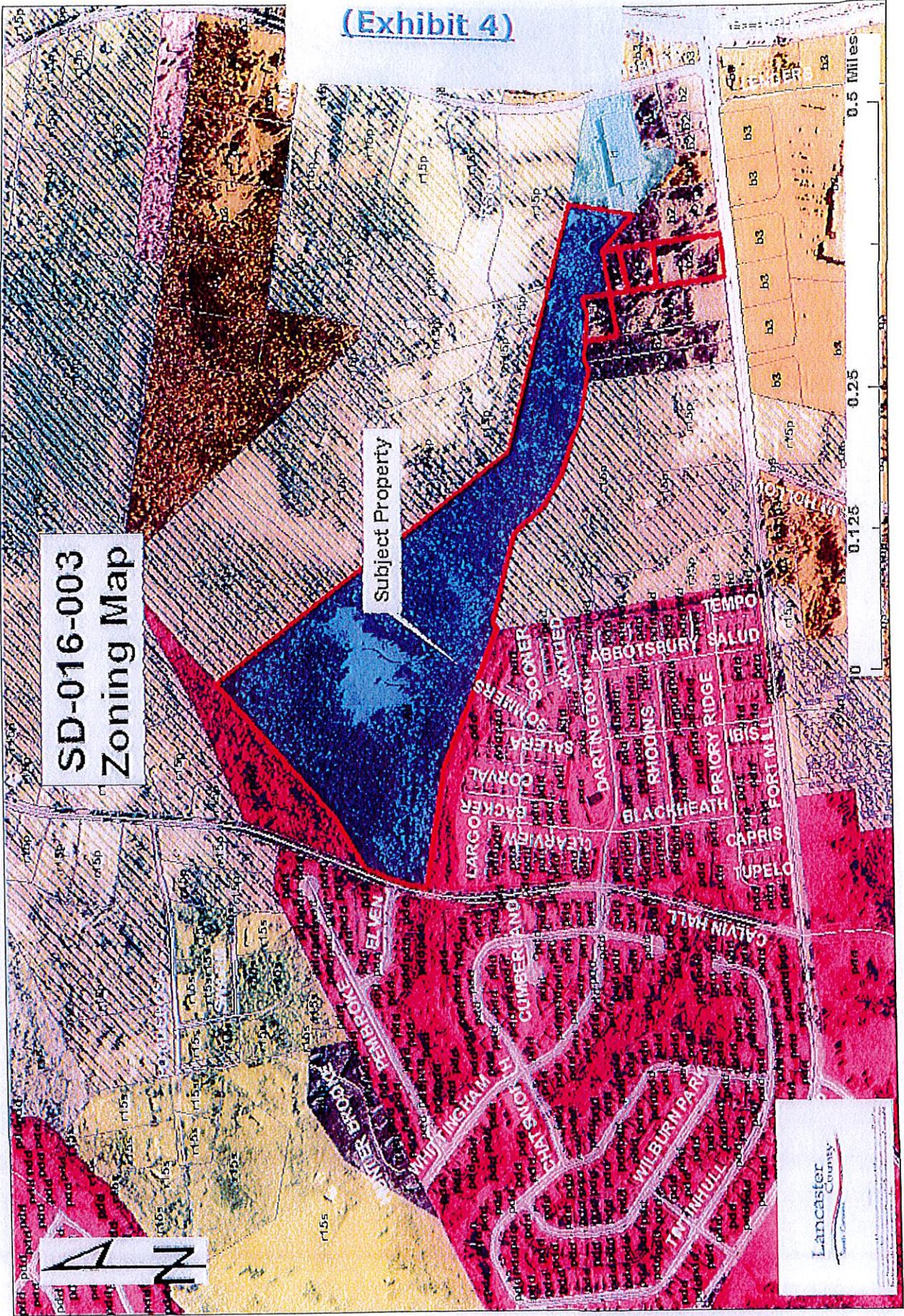
0 0.1 0.2 0.4 Miles



Lancaster
County
Public Utilities

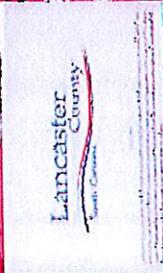


(Exhibit 4)



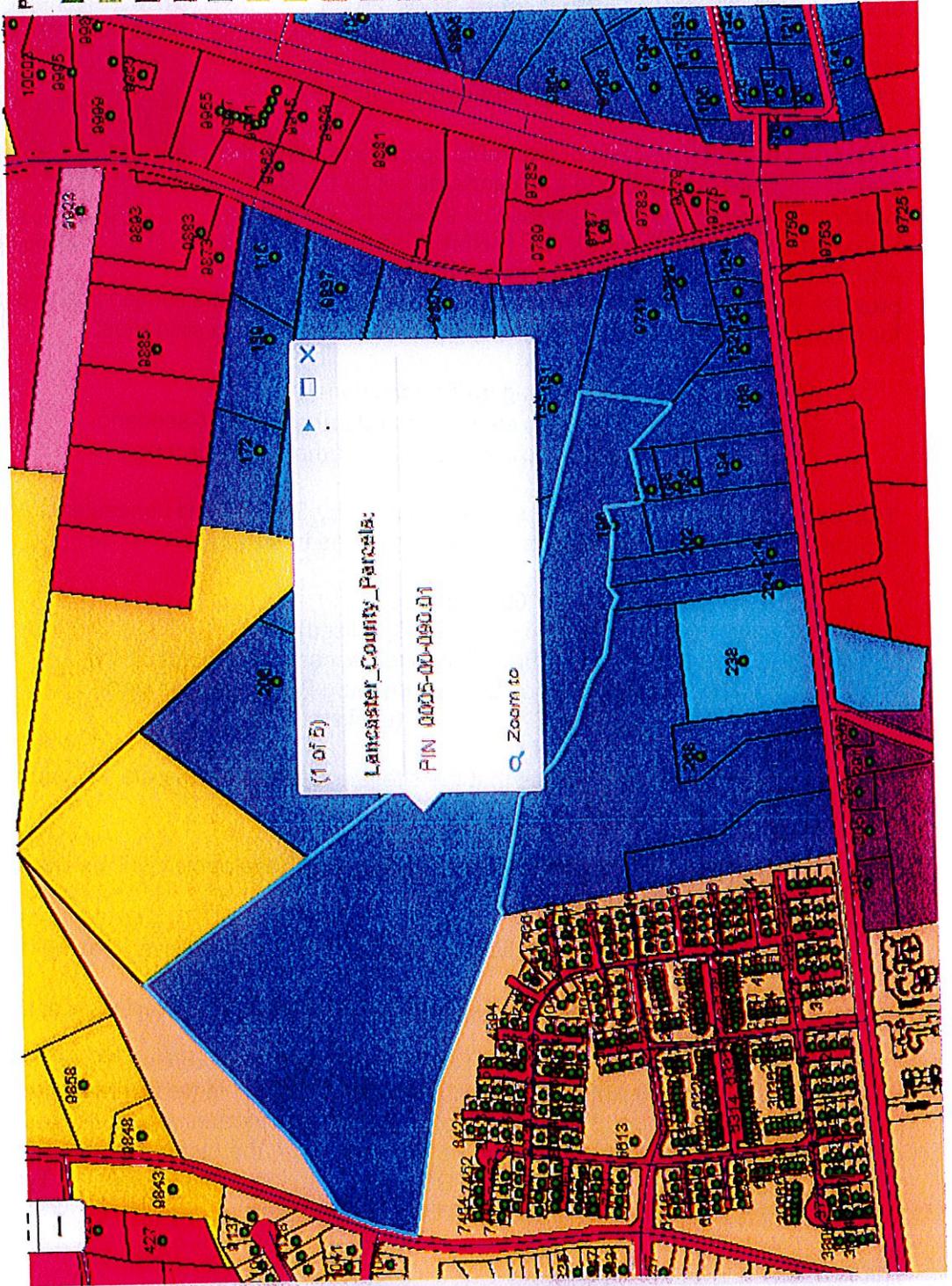
SD-016-003
Zoning Map

Subject Property



(Exhibit 5)

- Proposed_Zoning_Districts**
- AR - Agricultural Reside
 - RR - Rural Residential
 - RUB - Rural Business
 - MH - Manufactured Home
 - OS - Open Space
 - LDR - Low Density Residential
 - MDR - Medium Density Residential
 - HDR - High Density Residential
 - PB - Professional Business
 - NB - Neighborhood Business
 - GB - General Business
 - RB - Regional Business
 - INS - Institutional
 - LI - Light Industrial
 - HI - Heavy Industrial
 - M - Mining
 - UR - Urban Residential
 - RIMX - Residential Mixed-Use
 - MIX - Mixed-Use
 - IMX - Industrial Mixed-Use
 - PDD - Planned Development District



(Exhibit 6)

EXECUTIVE SUMMARY

Two Capital Partners is proposing to rezone approximately 39.2-Acres to construct a 313-unit multi-family project on the east side of Calvin Hall Road north of SC Hwy. 160 in Lancaster County, SC. The existing zoning is B3; the proposed zoning is MF (a maximum of 8 units/acre). For this study, the development is assumed to be fully constructed in 2017.



SC Hwy. 160 Facing West
Along Site

This report provides analysis of the traffic operations within the area of influence, according to the standards set by the South Carolina Department of Transportation's (SCDOT) "Access and Roadside Management Standards" (ARMS) document dated April 27, 2015 and Lancaster County's requirements. It provides recommended access management for the site and intersection improvements needed for mitigating traffic impacts. This study evaluates the following scenarios:

- 2015 AM & PM Peak existing traffic conditions
- 2017 AM & PM Peak traffic conditions under the No Build scenario
- 2017 AM & PM Peak traffic conditions under the Build scenario

The area of influence of the study site as indicated by SCDOT and Lancaster County staff includes four existing intersections and one proposed intersection:

1. US Hwy. 521 & SC Hwy. 160 (signalized)
2. SC Hwy. 160 & Calvin Hall Road (unsignalized)
3. Calvin Hall Road & Elvin Drive/Proposed Access "A" (unsignalized)
4. Calvin Hall Road/Elmsbrook Ln. & Harrisburg Road (unsignalized)
5. SC Hwy. 160 & Proposed Access "B" (unsignalized)

The trip generation results indicate that the site is expected to generate 157 AM peak hour trips and 190 PM peak hour trips.

According to the site plan, access to the Culp Property development will be via two full movement unsignalized locations:

- Access "A" – located on Calvin Hall Road opposite Elvin Drive (forming the 4th leg of the intersection)
- Access "B" – located on SC Hwy. 160 approximately 1,150 feet west of US Hwy. 521

Currently, the signalized intersection of Highway 521 and SC 160/Overhill Drive operates with a HCM LOS "C" in the AM peak hour and an HCM LOS "E" in the PM peak hour. The unsignalized intersection of SC 160 & Calvin Hall Road operates with an ICU LOS of "E" in the AM peak hour and an ICU LOS "G" in the PM peak hour; the other two remaining unsignalized intersections operate with an ICU LOS "D" or better during both peak hours. Typically, an intersection is said to be acceptable at a LOS "D" or better.



The intersections within the area of influence were then analyzed under the 2017 No Build and Build scenarios, with the growth in the background traffic and the addition of site development traffic.

With the results of our analyses (specifics are described in the Traffic Analysis section of this report) we recommend the following improvements/modifications at the study intersections and proposed accesses:

3. Calvin Hall Road & Elvin Drive/Proposed Access "A" (unsignalized)

- Proposed Access "A" should include one entering lane and two exit lanes (separate combined left-thru lane and a right turn lane with 100 feet of storage). Based on the minimal number of vehicles anticipated with this development we do not recommend left or right turn lanes on Calvin Hall Road at this street.
- Trim back or remove the trees along the site frontage in order to ensure compliance with the sight distance requirements of SCDOT and Lancaster County. In addition, if sidewalk is required along the site frontage on the east side of Calvin Hall Road this will further lengthen the sight distance.

5. SC Hwy. 160 & Proposed Access "B" (unsignalized)

- Proposed Access "B" should include one entering lane and two exit lanes (a lane that terminates as a left turn lane and a right turn lane with 75 feet of storage).
- Re-mark the existing painted median island on SC Hwy. 160 for an eastbound left turn lane with 100 feet of storage, followed by a two-way left-turn lane to the existing commercial driveway located to the west on the south side of SC Hwy. 160.

In summary, even though the proposed Culp Property multi-family development will slightly increase the amount of traffic on the adjacent roadways the additional trips generated by the project are not expected to significantly impact the area roadway network above and beyond the current conditions (especially with the recommended intersection configurations/improvements at the two access locations).



PROPOSED DEVELOPMENT

Two Capital Partners is proposing to rezone approximately 39.2-Acres to construct a 313-unit multi-family project on the east side of Calvin Hall Road north of SC Hwy. 160 in Lancaster County, SC (see Figure 1). The existing zoning is B3; the proposed zoning is MF (a maximum of 8 units/acre). For this study, the development is assumed to be fully constructed in 2017.

According to the site plan (see Preliminary Site Concept), access to the Culp Property development will be via two full movement unsignalized locations:

- Access "A" – located on Calvin Hall Road opposite Elvin Drive (forming the 4th leg of the intersection)
- Access "B" – located on SC Hwy. 160 approximately 1,150 feet west of US Hwy. 521



SC Hwy. 160 Facing East
Along Site

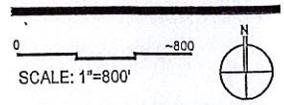
DRG

DESIGN RESOURCE GROUP

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING

2459 Wilkinson Blvd., Suite 200 Charlotte, NC 28208
704.343.0508
www.drg.com

CULP PROPERTY INDIAN LAND, SC

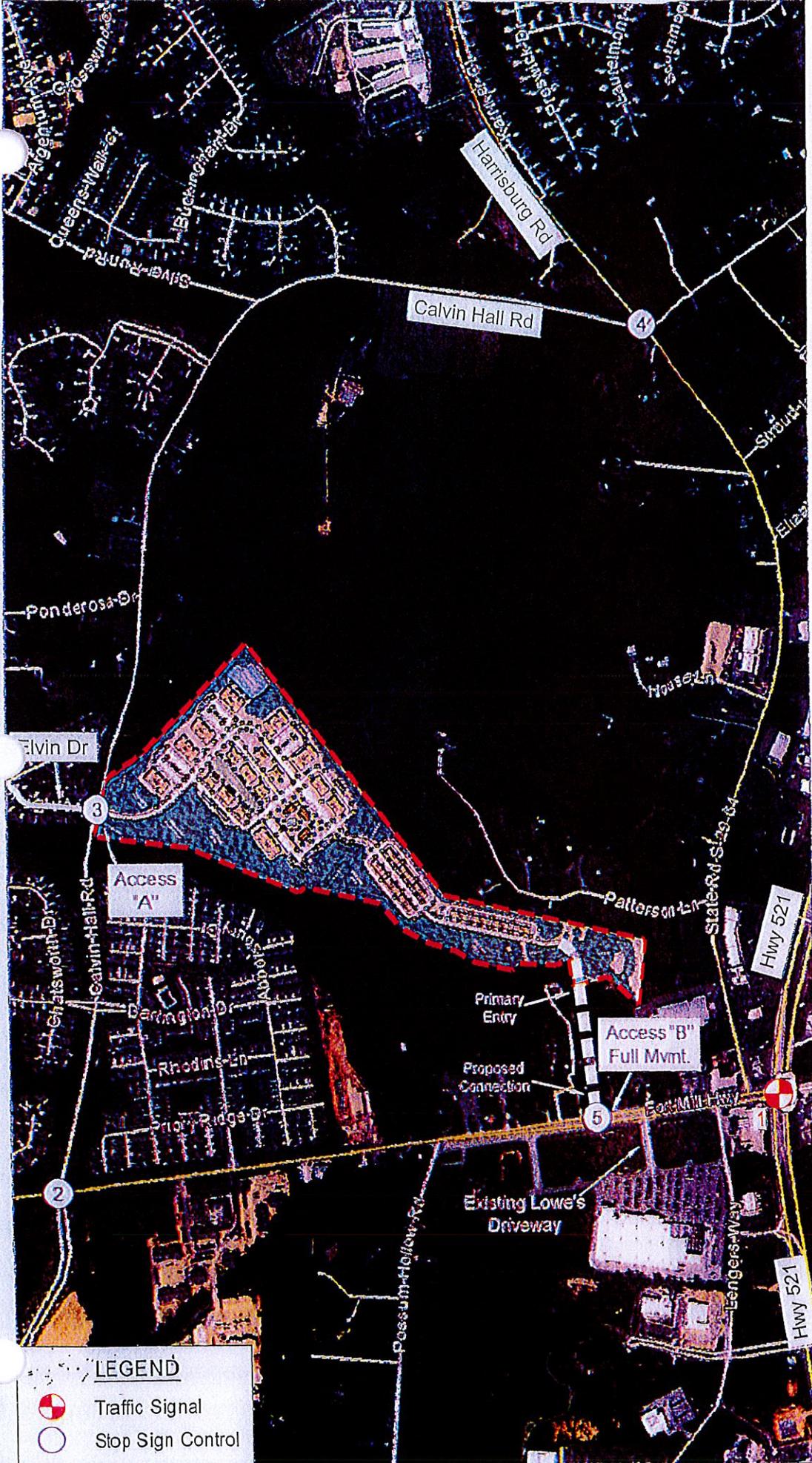


PROJECT #: 507-005
DRAWN BY: MWW
CHECKED BY: REG

AREA of INFLUENCE MAP

NOVEMBER 2015

REVISIONS:



LEGEND

-  Traffic Signal
-  Stop Sign Control

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Figure 1



South Carolina
Department of Transportation

4-4-16

Cherokee County
Chester County
Chesterfield County
Fairfield County
Lancaster County
Union County
York County

February 17, 2016

Mr. Randy Goddard, P.E.
Design Resource Group
2459 Wilkinson Boulevard, Suite 200
Charlotte, North Carolina 28208

(Exhibit 7)

RE: Traffic Impact Analysis (TIA) – Two Capital Partners
SC 160 - Lancaster County

Dear Mr. Goddard:

Thank you for your recent TIA regarding the 313 multi-family project on the Culp Property being considered by Two Capital Partners. This property is located off of SC 160. We concur in principle with the findings of your study; however we have the following brief comments:

2/18/16
Consider
DARLENE BROUGHTON

- 75' is minimal storage at Access B. Therefore, we recommend a maximum drive width of only 30 feet, with a 15 foot ingress and a 15 foot egress. While not evident from the TIA, it is possible that a waiver for drive separation will be necessary for this access.
- The Department is currently in the process of developing a project along SC 160 in the vicinity of this encroachment. Therefore, the marking shown in this plan should not be implemented, but should stay a two-way-left-turn-lane (TWLTL). The SCDOT project will mark the drive appropriately during construction.
- During the encroachment permit process all intersection sight distances will need to be shown. Should there be any sight distance issues, it may be necessary to build opposing left turn lanes to both developments at the proposed access on S-29-336 (Calvin Hall Road).

Thank you once again for allowing us to review this TIA. Any further review, as well as review of all geometrical features, turn lane lengths, pavement designs, etc. will occur during the encroachment permit process. If you have any additional questions or concerns, please contact the District 4 Permit Office at (803) 377-4155.

Sincerely,

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

JMM/spm

- cc: Penelope Karagounis, Lancaster County Planning Director
 cc: John D. McKay, Resident Maintenance Engineer, Lancaster County
 Darlene Broughton, Assistant Program Manager

File: D4/PO/VME

(Exhibit 8)

ATTACHED IS A LIST OF ATTENDEES AT THE DRC MEETING ON 4/26/16
ALONG WITH THEIR COMMENTS IN EMAIL FORMAT

ALSO ATTACHED IS THE RESPONSE LETTER FROM THE APPLICANT TO
EACH RESPECTIVE COMMENT. THIS IS THE LAST SHEET OF THIS EXHIBIT.
THE APPLICANT'S RESPONSES ARE IN RED.



SIGN IN SHEET

Date: April 26, 2016

Meeting Time: 9:00 a.m.

DRC: Two Capital Partners - Multi-Family Project
off of Highway 160 &
Calvin Hall Rd.

Please list name and email address:

Name	E-Mail Address
Amy Bowers	amybowers@lanastercountysc.net
Kenneth Cauthen	kcauthen@lanastercountysc.net
STEPHEN BLACKWELDER	sblackwelder@lanastercountysc.net
Wes Carter	wcarter@lwbsd.org
SCOTT KIGER (Applicant)	SCOTT@DRGRP.COM
Darin Robinson	d robinson@lanastercountysc.net
Penelope G. Karagounis	pkaragounis@lanastercountysc.net
JAMES HAWTHORNE	JAMES.HAWTHORNE@LWBSD.ORG
DAN PERRY (Citizen)	DPERRY@ACTIVEWASTE SOLUTIONS.COM

Alex J. Moore

From: Patricia T. Hinson
Sent: Wednesday, April 06, 2016 10:39 AM
To: Alex J. Moore
Subject: FW: TWO CAPITAL-INDIAN LAND
Attachments: Section 14.2.3 Location of Numbers.docx; Section 14.1.3 Road Name Standards.docx; DOC040616-04062016093730.pdf

I left off the attachment...sorry!

From: Patricia T. Hinson
Sent: Wednesday, April 06, 2016 10:38 AM
To: Alex J. Moore <amoore@lancastrcountysc.net>
Cc: Chris Nunnery <CNunnery@lanc911.com>
Subject: TWO CAPITAL-INDIAN LAND

Hello Alex,

I received the site plan for the above referenced. Below are my comments from the site plan I received:

- I will need street names submitted so I can begin the process of cross referencing the names for use
- I will need a subdivision name as well so I can begin the process of cross referencing the name for use
- Keep in mind, I will need a copy of the CAD files along with the hard copy of the final recorded plat, for each phase that is recorded, **before addresses can be issued**
- I've attached important information from Chapter 14 of the LCUDO that will be helpful when submitting street name and suffix choices.
- Will the developer provide the street signs for the community, or will they be provided by our Public Works Department, (standard signs)?
- Any structure, (trash compactor, etc), which requires electrical will need a 911 address issued
- See attached drawing/notes

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

Trish Hinson
E-911 Addresser
Lancaster County Public Safety Communications
1941 Pageland Highway
Lancaster SC 29720
803.416.9325 (phone)
803.313.2152 (fax)

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, restricted and/or legally privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Lancaster

Section 14.2.3 Location of number.

1.

When each house or building has been assigned its respective number or numbers, the owner, occupant, or agent shall place or cause to be placed upon each house or building controlled by him the number or numbers assigned under the uniform system as provided in this chapter.

2.

Such numbers shall be placed on existing buildings on or before the effective date of this article, and within thirty (30) days after the assigning of the proper number in the case of numbers assigned after the effective date of this article. The cost of the numbers shall be paid for by the property owner. Residential numbers shall not be less than three (3) inches in height, and business numbers shall not be less than four (4) inches in height. These numbers shall be made of durable and clearly visible material and shall be in a contrasting color from the building.

3.

The numbers shall be conspicuously placed immediately above, on, or at the side of the proper door of each building so that the number is clearly legible from the nearest public travel way. Should the structure be too far from the public travel way for reasonably sized numerals to be seen, the property owner shall also erect where the main driveway to the building intersects the public travel way an additional set of numerals which are to be legible from vehicles traveling at the speed limit on the roadway.

(Ord. No. 916, 6-2-08)

Section 14.1.7 Penalties.

1.

It shall be unlawful for any person to establish or name any street or road by any marking on any sign, plat, deed or other instrument without first obtaining the approval of the Planning Department, or Lancaster County Planning Commission, as appropriate. Any person, firm, or corporation violating this provision shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not greater than two hundred dollars (\$200.00) and/or imprisonment of thirty (30) days.

2.

It shall be unlawful for any person to remove or deface street signs or tamper with the direction of signs. Any person violating this provision shall be guilty of a misdemeanor and, upon conviction shall be punished by a fine not greater than two hundred dollars (\$200.00) and/or imprisonment of thirty (30) days.

3.

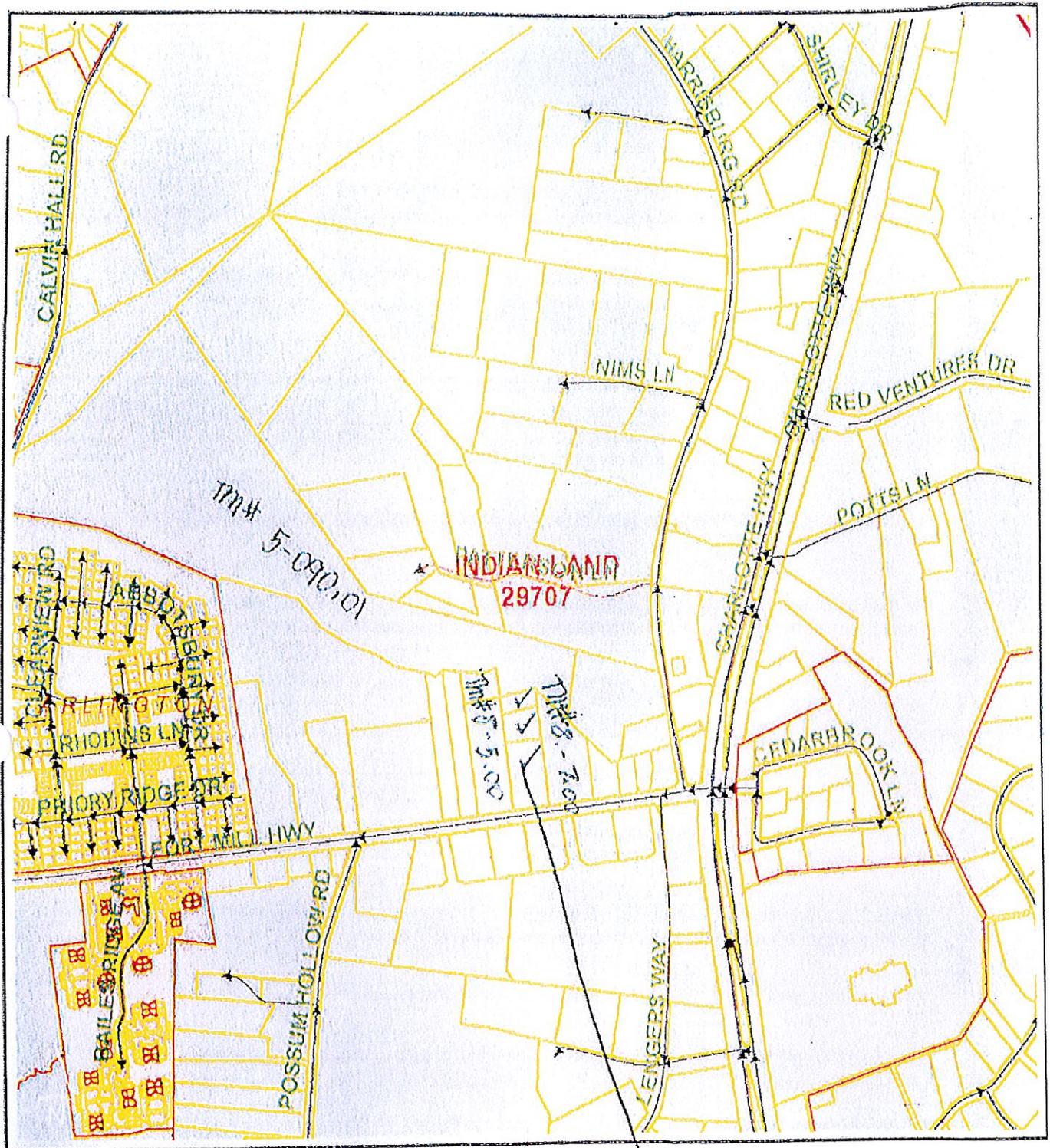
Failure by the owner, occupant or agent responsible for a building to place or cause to be placed on each building proper numbers as provided by this ordinance shall constitute a violation of this ordinance, and the owner, occupant or agent shall be deemed guilty and subject to a fine not to exceed five hundred dollars (\$500.00) per day, issued by the county building and zoning department.

(Ord. No. 916, 6-2-08)

• **Section 14.1.3 - Road name standards.**

1. Any road in excess of one thousand (1,000) feet in length shall be designated as either "road" "street," "avenue" or "drive." The acceptable abbreviations for these suffixes are "Rd", "St", "Ave", and "Dr".
2. Any road less than one thousand (1,000) feet in length or any road that is cul-de-sac or any road that begins and ends on the same road shall be designated as "court, way, place, terrace, or lane." The acceptable abbreviations for these are "Ct., Way, Pl., Ter., and Ln."
3. Any previously unnamed road or new road with center line offsets at intersections of less than one hundred (100) feet shall be given the same name, except in a subdivision. The roads will be allowed two (2) separate road names under the discretion of the approval of the Lancaster County Addressing Coordinator. Excluding roads with in an approved subdivision or PDD.
4. Any continuous road shall have the same name over its entire length even though its direction may change.
5. No road name hereafter established, regardless of suffixes or directionals, shall duplicate either phonetically or by spelling, another road name in the unincorporated area of the county.
6. No road name hereafter established shall exceed fifteen (15) characters, including spaces and suffix abbreviations.
7. No special characters, such as hyphens, apostrophes, periods, or decimals, shall be used.
8. Areas of surrounding counties, which share Postal Service zip codes or multi-jurisdictional emergency services agreements with areas of Lancaster County, shall be considered when determining duplicates.
9. The E-911 addressing department will not allow use of words which in its opinion are overused, either in the immediate area or county-wide, as such overuse is likely to cause confusion.
10. Directional names (N, S, E, W or combination thereof) shall not be allowed.
11. Proposed road names, which are intentionally misspelled, obscene, derogatory or other offensive words shall not be permitted.

(Ord. No. 916, 6-2-08)



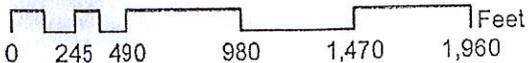
Address Info



Public Safety Communications

Address Slip

A Few Spring Muz



1 inch = 727 feet

Note: This map is a graphic representation and should only be used for illustrative purposes.

In no way should this map be used for exact locations.

Author: Lancaster County SC

Date: 4/6/2016

will these parcels also be a part of the community?
 will this be the entrance location off Fort Mill Hwy?

0008-00-006-00

0008-00-006-01

0008-00-006-02

Alex J. Moore

From: Darin Robinson
Sent: Thursday, April 28, 2016 7:23 AM
To: Penelope Karagounis; Alex J. Moore
Subject: Two Capital Apartments DRC Comments (Case #DRC-016-013)
Attachments: General Commercial Comments For DRC.docx

Penelope,

Please accept the following comments and attachment from Building Department to forward for Two Capital Multi-family project, as requirements for construction permit review: (All other comments are satisfied at this time, prior to full construction review, by submittal of Design professional's construction drawings.)

- All general comments as received in attachment.
- Any signage, retaining walls over 4 ft. height, fences greater than 7 ft. height, Clubhouse, mail kiosk structure, pavilion, swimming pool are permitted separately.
- 2015 newest adopted International codes addition are applicable after any July 1st submittal
- E-911 Addressing to be obtained for all individual structures within project development.

Thank you,

Darin Robinson
Deputy Building Official/ Commercial Plans Examiner
Lancaster County Building Department
(803) 285-1969 Office
(803) 416-9380 Fax
drobinson@lancastercountysc.net
101 N. Main St./ PO Box 1809
Lancaster, SC 29721

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General Commercial Comments For DRC

1. We are in the 2012 International Code Series, 2011 National electrical Code, 2009 ANSI 117.1 Usable and Accessible Buildings and 2009 International Energy Code.. Check the SC Building Codes Council Website for modifications to the codes. We enforce the code as written including the modifications.
2. Please submit 3 paper copies, one of which should be wet sealed, the other two may be electronically sealed. Plus one copy on cd or thumb drive in pdf format. We will retain one copy, route one copy to the Fire Marshal and one set we stamp and return to the contractor at time of permit pick up.
3. All contractors to be licensed in SC commensurate to their work level.
4. Plan review is normally 5 to 10 business days depending on the number of plans submitted ahead of yours. The shorter the line ahead, the quicker your review is done.
5. You will need the plan review application, commercial permit application, zoning application and you will need a 911 address assigned if one has not already been assigned.
6. Please include the email and phone numbers for a contact with the design professionals firm. I will send comments to the email listed on the plan review application.
7. No fees are due up front. We will collect everything from the contractor at permit issuance. Fees are calculated using the ICC Building valuation data table vs sq footage. Once a valuation is arrived calculated, we multiply that by .0075. That will be the building permit fee. Plan review fee is 10% of that fee. Zoning fees vary by building size. Contact the zoning department for details.
8. Lancaster County has no business license, privilege or other fees associated with the contractors. We do check their status with the state of South Carolina .
9. All sprinkler drawings are to be sent to the SC State Fire Marshal for review.

Alex J. Moore

From: Stephen Blackwelder
Sent: Tuesday, April 26, 2016 4:20 PM
To: Alex J. Moore
Cc: Penelope Karagounis
Subject: Comments- DRC- Two Capital IL

Alex and Penelope,

Here are my comments from today's DRC meeting-

- No burning of vegetative debris on site. It must be mulched or hauled away
- The information provided for this meeting had no hydrant locations proposed for this project. I reiterated the hydrant location criteria-
 - All portions of the exterior of all buildings will need to be within 500 feet of a fire hydrant.
 - A Fire hydrant will need to be located within 100 feet of all FDC's.
 - Lancaster county requires remote FDCs
 - Hydrant and FDC locations need to be proposed by the developer. I will review and approve or offer comments on exact locations at that time.
- Any fire hydrants not deemed public by LCWSD must be painted silver and will need to be maintained by the owner
- The hose pull requirement is 150 feet. The proposed locations of Buildings 1, 5 and 7 appear to not meet this requirement.
- All sprinkler plans will need to be submitted and approved by the State Fire Marshal's office
- No speed bumps, speed tables, speed humps or other like devices are allowed
- Knox boxes will be required on all buildings with a fire alarm
- Knox Plugs will be required for all FDCs.
- Hydrants must be in place prior to vertical construction commencing.
- If the project is developed in phases a phasing plan will need to be reviewed. The purpose is to insure that adequate fire protection is in place for each phase is in place even if the next phase isn't built.
- Access during construction must be in place and accessible prior to vertical construction and maintained throughout the project- such that emergency vehicles have free access to all buildings in the project.
- If this community or any portion of it is gated, the county ordinance requires installation of a Knox Key Switch and a Click2Enter system for emergency vehicle access

Stephen Blackwelder, Fire Marshal
Lancaster County Fire Rescue
PO Box 1809
Lancaster, SC 29721
111 Covenant Place
Lancaster, SC 29720
Office: [803-283-8888](tel:803-283-8888)
Fax: [803-283-6333](tel:803-283-6333)
Direct: [803-313-8056](tel:803-313-8056)
sblackwelder@lancastercountysc.net

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Alex J. Moore

From: James Hawthorne <james.hawthorne@lcwasd.org>
Sent: Monday, May 02, 2016 11:47 AM
To: Alex J. Moore
Cc: Penelope Karagounis; Wes Carter
Subject: Two Capital Indian Land (Culp Property) DRC comments

Alex,

Good morning and I hope you are feeling better. I apologize for not getting these comments out Friday, but below are LCWSD's comments for the Two Capital Indian Land DRC meeting.

- Downstream 8" gravity sewer within the Clairemont subdivision is currently under design for upsizing to 12" by another developer. It will be beneficial to contact their engineering firm (Brandon Pridemore with R. Joe Harris & Associates) to ensure the upsized and realigned sewer will be deep enough for sewer connection for this development.
- Check with landscape architect to verify there will be no trees/shrubs planted over public sewer lines/easement or private waterlines within the development.
- Sewer cleanouts to be installed at edge of permanent easement boundary. From there, sewer cleanouts back to building shall be spaced no more than 80LF apart and sewer cleanouts located in paved areas must use a traffic-rated brass cap.
- Where applicable, show sewer services from coming from manholes.
- Sewer easements will be required for offsite access to/from adjacent properties for this development. LCWSD will indicate where those easements will be required through design review process.
- A "relief sewer lift station" lot site (75'x75', or smaller) will likely be needed near the Calvin Hall Rd. entrance for this development. LCWSD shall work with developer/engineer to identify such site.
- All retaining walls shall be shown in the overall site view and plan view of construction plans. There shall be no retaining wall components located in public sewer easements within development. Top of wall, bottom of wall, and highest point of wall elevations will need to be shown on the plans where walls are close to sewer infrastructure.
- Easement widths through development shall be a minimum 20' in width; however, easement widths may be larger, due to depth and surroundings.
- LCWSD encourages developer to utilize a private water system for development; therefore, there shall only be 2 meters that will serve this development (one from Calvin Hall Rd. and one from SC Hwy. 160). Current waterline layout shows waterline to be installed within roads of development, and this will only be allowed if the waterline is a private system; otherwise, the waterline alignment must be modified along with adding meters to every building.
- Fire hydrants within development (private system), must be noted on plans as private and "to be painted silver".
- LCWSD's existing 8" waterline stops just above the Clairemont and Arlington entrances on Calvin Hall Rd.; therefore, the developer shall extend the waterline (likely 12") from the existing termination to the proposed site entrance.

If there are any questions, please feel free to contact us. Thank you.

James Hawthorne
Staff Engineer
Lancaster County Water & Sewer District
Phone: (803) 416-5250

Alex J. Moore

From: Kenneth Cauthen
Sent: Thursday, May 05, 2016 3:05 PM
To: Alex J. Moore
Subject: Apts. Calvin Hall

Alex,
Drafted a response but lost it.

Credit will be given for saved trees in buffers.

In areas where there is only 3 ft. between sidewalk and back of curb tree species that tend to have root systems that will not affect curb and sidewalks are required.

Wetlands must be clearly designated on all plats and must be flagged on the ground.

Thanks,
Kenneth

Section 5.4 - Principal building setback requirements.

1. Subject to sections 5.5 and 5.6 and the other provisions of this section, no portion of any building shall be located on any lot closer to any lot line or to a street than is authorized in the table set for the below.
 - a. If the street right-of-way line is readily determinable (by reference to a recorded map, set irons, or other means), the street setback shall be measured from such right-of-way line. **If the right-of-way line is not so determinable, the street setback shall be measured from the street centerline.**
 - b. As used in this section, the term "lot boundary line" refers to lot boundaries other than those that abut streets.
2. Whenever a lot in a nonresidential district has a common boundary line with a lot in a residential district, and the property line setback requirement applicable to the residential lot is greater than that applicable to the nonresidential lot, then the lot in the nonresidential district shall be required to observe the property line setback requirement applicable to the adjoining residential lot.
3. Setback distances shall be measured from the property line or street right-of-way or easement line to the nearest portion of any building, excluding:
 - a. Any step, eave, gutter, canopy, or similar fixture;
 - b. A deck or patio if no portion of the same extends more than twelve [twelve] (12) inches off the ground;
 - c. Any structure that is a mere appendage to a building, e.g., a flagpole.
 - d. Any heating or air conditioning unit, so long as such unit is located as close as reasonably possible to the wall of the building it serves.

PRINCIPAL BUILDING SETBACK REQUIREMENTS

Zone	Minimum Distance (Ft.)			
	Street Row Line**	Street Center Line**	Side Yard**	Rear Yard**
R-45B	40	70	20	25
R-45A	40	70	20	25
R-45	40	70	20	25
R-30D	40	70	20	25
R-30P	40	70	20	25
R-30S	40	70	20	25
R-30	40	70	20	25

Section 16.1.4 - Setbacks from streams outside designated floodplains.

In any area that is located outside a designated floodplain, but where a stream is located, no building or fill shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or twenty-five (25) feet each side from the top of the bank, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

TWO Capital Indian Land
Preliminary Site Plan submittal DRC Comments and responses

Alex J. Moore, AICP
Planner II LANCASTER COUNTY PLANNING DEPARTMENT

38.912 AC
.602 AC

39.514 AC
THIS IS ACREAGE BASED ON
SURVEY. 313
THE 39.24 GIVES A DENSITY OF 7.97 VS

- There are several references within the plan-set to CSOD ordinance. This is not a Cluster Subdivision Overlay District development. This project is being developed under Multiple Family zoning. **Eliminated references to the CSOD** 316 UNITS
- The density for this project is not calculated correctly. Only TMS 0005-00-090.01 is zoned MF and (38.912 acres) may be used in calculating the multi-family density. As the maximum allowed density is 8 DU/AC for MF, this project will need to be reduced to 311 dwelling units (311 DU/38.912 acres = 7.99 DU/AC). **Per our conversation we used the acreage from the approved rezoning of 39.24 acres which allows for the 313 units with a density of 7.97 units per acer**
- The correct, minimum setbacks for this multifamily project (set by the precedent of RoseGlen) are as follows: Interior front setback: 20 feet, Interior rear setback: 20 feet, Side setback: 5 feet. The exterior setbacks are 25 feet rear and 25 feet side. **Updated per our conversation and implemented the exception 5.4.1a to use the centerline.**
- The front interior setbacks should be measured from back of curb as these are private streets. **Updated per our conversation.**
- Open space needs to be labeled. **As we discussed Open Space is not a requirement of MF (and has been eliminated from the Site Data however there is an abundance of open space throughout the development.**
- All road-sections must have a minimum 22' of pavement. **We have designed with 22' pavement and 1'6" curb and gutter on each side 25' total from B.O.C. to B.O.C.)**
- The SWIM buffer is Mecklenburg County terminology. Please see section 16.1.4 of the Lancaster County UDO for stream buffer calculation. **Eliminated the "SWIM" text and notes from the plans**
- We don't have any standards in the UDO for multi-family detached garages. We might take a look at the setbacks used for the garages at the Bailes Ridge Apartments. **Per our conversation we used the 20' front setback based on the Centerline of the roads**
- I did not review any of the landscaping **Noted**
- Sidewalks on Highway 160 of Calvin Hall Rd. **Per our conversation Sidewalks are existing along Highway 160 and due to the limited length of road frontage and streams is was ok to eliminate the sidewalk along Calvin Hall Road**

James Hawthorne Staff Engineer Lancaster County Water & Sewer District
Phone: (803) 416-5250 Fax: (803) 283-1165

- Downstream 8" gravity sewer within the Clairemont subdivision is currently under design for upsizing to 12" by another developer. It will be beneficial to contact their engineering firm (Brandon Pridemore with R. Joe Harris & Associates) to ensure the upsized and realigned sewer will be deep enough for sewer connection for this development. **Will coordinate during the design phase.**

- Check with landscape architect to verify there will be no trees/shrubs planted over public sewer lines/easement or private waterlines within the development. All trees and shrubs have been relocated outside of utility easements and from over water and sewer lines.
- Sewer cleanouts to be installed at edge of permanent easement boundary. From there, sewer cleanouts back to building shall be spaced no more than 80LF apart and sewer cleanouts located in paved areas must use a traffic-rated brass cap. Clean out added at edge of the easement.
- Where applicable, show sewer services from coming from manholes. Laterals are shown now.
- Sewer easements will be required for offsite access to/from adjacent properties for this development. LCWSD will indicate where those easements will be required through design review process. Two sewer easement and temporary construction easement for offsite access are added to the plans.
- A "relief sewer lift station" lot site (75'x75', or smaller) will likely be needed near the Calvin Hall Rd. entrance for this development. LCWSD shall work with developer/engineer to identify such site. 75'x75' lot is shown on the entrance from Calvin Hall Road.
- All retaining walls shall be shown in the overall site view and plan view of construction plans. There shall be no retaining wall components located in public sewer easements within development. Top of wall, bottom of wall, and highest point of wall elevations will need to be shown on the plans where walls are close to sewer infrastructure. Exact spot elevations for walls have not been determined at this time. Will design walls to keep geogrid out of utility easement.
- Easement widths through development shall be a minimum 20' in width; however, easement widths may be larger, due to depth and surroundings. 20' Sewer easement added.
- LCWSD encourages developer to utilize a private water system for development; therefore, there shall only be 2 meters that will serve this development (one from Calvin Hall Rd. and one from SC Hwy. 160). Current waterline layout shows waterline to be installed within roads of development, and this will only be allowed if the waterline is a private system; otherwise, the waterline alignment must be modified along with adding meters to every building. Waterline is looped to Hwy 160 and two meters are shown on the plan.
- Fire hydrants within development (private system), must be noted on plans as private and "to be painted silver". Note added to General Notes #30 on cover sheet C0.00 private Fire Hydrants to be painted Silver and maintained by development.
- LCWSD's existing 8" waterline stops just above the Clairemont and Arlington entrances on Calvin Hall Rd.; therefore, the developer shall extend the waterline (likely 12") from the existing termination to the proposed site entrance. Extension is now shown on the plan.

Stephen Blackwelder, Fire Marshal
Lancaster County Fire Rescue

- No burning of vegetative debris on site. It must be mulched or hauled away Note added to General Notes #29 on cover sheet C0.00
- The information provided for this meeting had no hydrant locations proposed for this project. I reiterated the hydrant location criteria-
- All portions of the exterior of all buildings will need to be within 500 feet of a fire hydrant. Addressed.
- A Fire hydrant will need to be located within 100 feet of all FDC's. Addressed.
- Lancaster county requires remote FDCs Add remote FDC to the plan.

- Hydrant and FDC locations need to be proposed by the developer. I will review and approve or offer comments on exact locations at that time. **Hydrants and FDCs are shown on the plans now.**
- Any fire hydrants not deemed public by LCWSD must be painted silver and will need to be maintained by the owner **Note added to general note.**
- The hose pull requirement is 150 feet. The proposed locations of Buildings 1, 5 and 7 appear to not meet this requirement. **Hose pull added to bldg. 1, 5 and 7.**
- All sprinkler plans will need to be submitted and approved by the State Fire Marshal's office **Noted and forward to the Architects**
- No speed bumps, speed tables, speed humps or other like devices are allowed **Note added to General Notes #31 on cover sheet C0.00**
- Knox boxes will be required on all buildings with a fire alarm **Note added to General Notes #32 on cover sheet C0.00**
- Knox Plugs will be required for all FDCs. **Note added to General Notes #33 on cover sheet C0.00**
- Hydrants must be in place prior to vertical construction commencing. **Noted**
- If the project is developed in phases a phasing plan will need to be reviewed. The purpose is to insure that adequate fire protection is in place for each phase is in place even if the next phase isn't built. **Noted**
- Access during construction must be in place and accessible prior to vertical construction and maintained throughout the project- such that emergency vehicles have free access to all buildings in the project. **Noted**
- If this community or any portion of it is gated, the county ordinance requires installation of a Knox Key Switch and a Click2Enter system for emergency vehicle access **Note added to General Notes #34 on cover sheet C0.00**

Darin Robinson
Deputy Building Official/ Commercial Plans Examiner
Lancaster County Building Department

- All general comments as received in attachment. **Noted and forward to the Architects**
 - Any signage, retaining walls over 4 ft. height, fences greater than 7 ft. height, Clubhouse, mail kiosk structure, pavilion, swimming pool are permitted separately. **Note added to General Notes #35 on cover sheet C0.00**
 - 2015 newest adopted International codes addition are applicable after any July 1st submittal **Noted and forward to the Architects**
 - E-911 Addressing to be obtained for all individual structures within project development. **Noted**
- General Commercial Comments For DRC
- We are in the 2012 International Code Series, 2011 National electrical Code, 2009 ANSI 117.1 Usable and Accessible Buildings and 2009 International Energy Code.. Check the SC Building Codes Council Website for modifications to the codes. We enforce the code as written including the modifications. **Noted and forward to the Architects**
 - Please submit 3 paper copies, one of which should be wet sealed, the other two may be electronically sealed. Plus one copy on cd or thumb drive in pdf format. We will retain one copy, route one copy to the Fire Marshal and one set we stamp and return to the contractor at time of permit pick up. **Noted and forward to the Architects**
 - All contractors to be licensed in SC commensurate to their work level. **Noted**

- Plan review is normally 5 to 10 business days depending on the number of plans submitted ahead of yours. The shorter the line ahead, the quicker your review is done. **Noted and forward to the Architects**
- You will need the plan review application, commercial permit application, zoning application and you will need a 911 address assigned if one has not already been assigned. **Noted and forward to the Architects**
- Please include the email and phone numbers for a contact with the design professionals firm. I will send comments to the email listed on the plan review application. **Noted and forward to the Architects**
- No fees are due up front. We will collect everything from the contractor at permit issuance. Fees are calculated using the ICC Building valuation data table vs sq footage. Once a valuation is arrived calculated, we multiply that by .0075. That will be the building permit fee. Plan review fee is 10% of that fee. Zoning fees vary by building size. Contact the zoning department for details. **Noted and forward to the Architects**
- Lancaster County has no business license, privilege or other fees associated with the contractors. We do check their status with the state of South Carolina . **Noted and forward to the Architects**
- All sprinkler drawings are to be sent to the SC State Fire Marshal for review. **Noted and forward to the Architects**

Vic Edwards, PE
 SCDOT, District 4
 District Permit Engineer
 Office 803-385-4240

4.6.17 comments

- Based on our TIA response (dated 2/17), and our agreement previously to allow the substandard drive onto SC 160, we do not agree with a 3 lane section encroaching into SC 160. A 30 foot wide drive with right/left out, and 1 ingress is all that the SCDOT is willing to allow. Nothing further has been provided with this plan set that would indicate why this minimal access from SC 160 cannot be built in this manner. **Addressed based on comments / coordination between Vic and Randy on 4.10.16**
- Also I need to see some plans showing drive separation distances, sight distances, and pavement markings on Calvin Hall. **Sight Distance plan and Profile sheets added to plan set Sheet C7.00** If memory serves the TIA called for a left turn on Calvin Hall, but I don't see it on the drawings that are being submitted. **The TIA called for one entering lane and 2 exit lanes (separate combined left-thru and a right turn lane with 100' storage), no mention of Left turn lane.**

4.10.16 coordination with Vic Edwards and Randy Goddard in response to 4.6.16 comments

- 30' driveway (pavement width), Lancaster Co was more the reason for narrowing the driveway from what we had in the TIA **revised Hwy 160 Entrance for 30 wide pavement for 100' then 50' taper to 22' wide pavement.**
- Curb & gutter only to the r-o-w. **Calvin Hall Road curb and Gutter stopped at Right of Way and Hwy 160 curb and gutter tied into existing curb and gutter.**
- To help with limited truck movements minimum 30' radii but allow up to 40' radii. **30' radii at entrances and dimensioned**
- No change to pavement markings on SC 160 **Noted**
- Show locations of adjacent and opposing driveways with distances to the proposed driveway **Added to Overall Site Plan sheet C2.00**
- Please follow SCDOT's checklist **Noted**

Planning Commission

Mr. Holt

- Concerned with the appearance of the Carriage Building Elevations. We have added brick to the building façade and upgraded the wall mounted lights per coordination with planning department ideas
- Traffic Concerns at Highway 160. Per the TIA we want the access road to remain full access as recommended by the TIA and Mr. Edwards. Planning also mentioned to us that the Intersection off 16 and Calvin Hall Road will have traffic lights added.

Alex J. Moore

(Exhibit 10)

From: Planning Mailbox
Sent: Tuesday, May 03, 2016 10:55 AM
To: Alex J. Moore; Penelope Karagounis; Elaine Boone; Andy Rowe; Nicholas Cauthen
Subject: FW: Comments on proposed building, Calvin Hall Road

FYI

From: Andy B [mailto:fmnights98@gmail.com]
Sent: Monday, May 02, 2016 9:32 PM
To: Planning Mailbox
Subject: Comments on proposed building, Calvin Hall Road

May 2nd, 2016

To whom it may concern,

Today, sadly, I received notification in my mailbox about an apartment complex containing "313 Rental Units, 35 Buildings, Plus Amenity Buildings" that are going to be built on the 41 acres across from Clairemont which is my neighborhood.

I am writing to express my opposition to this project since I've seen what all this growth and "progress" has done to my hometown of Fort Mill right across the bridge in York County. Just to give you a little native perspective on excessive growth ruining a good, small town, please consider the following paragraphs.

I grew up about three miles from here, born and raised 38 years ago when Fort Mill was a sleepy little town that I was proud to call home. It was peaceful, safe, friendly, and almost everyone knew everyone. It was easy to drive from one side of town to the other at any time of day, any day of the week and the plentiful countryside thrived with wildlife in the area. People in the stores and on the roads were friendly and helpful. I loved my town then, the fact that it was so quaint and easy going. I've been working in this town for the last 17 and 1/2 years as a law enforcement officer. The majority of my career has been as a patrolman and Fort Mill has always been my district. I distinctly remember how quiet the town and the township was during that time. It was so quiet and the crime rate was so low that you could plan your shifts....you knew that Sunday through Wednesday it was going to be slow and quiet for the most part, Thursday would be somewhat busy and Fridays and Saturday nights were always the busiest as is the case with most smaller towns. Response time to calls were wonderful because of the lack of traffic both during the day and night. Of course you always had your domestics, bar fights, some theft and some drug issues but it was nothing like it is now.

As the population began to grow post 9/11 the crime rates and traffic increased and Fort Mill began to lose its small town charm. We began to see trees mowed down wholesale and larger housing developments (Baxter comes to mind) started to pop up. We began to see changing drug trends, increased property crime, increased crimes against persons, and then we began to see a gang presence start growing (particularly in Rock Hill) due to the people moving in from other parts of the country where it was prevalent...they've brought it to our schools which are now overcrowded with people and problems. All of this was accompanied by loss of flora and fauna and the addition of pollution from noise, exhaust, crime, etc. For example, just this morning a ladies car was broken into in the parking lot of a daycare in the small amount of time it took for her to take her kid inside....last month there were 52 cars break ins in Regent Park..it never stops; there is something everyday. The traffic is now way too much for the roads, which are now in horrible shape, and now they are

trying to play catch up which costs way too much compared to what has been accomplished thus far. Luckily the recession hit and put a stop to the majority of the building which was actually good as it gave the town time to breathe even though many people had already sold family land and the countryside had already been demolished. Then, all of a sudden the market recovered and the builders moved in to finish destroying the face of the town and the environment. Now the town is almost unrecognizable, the roads are way too overcrowded, it now takes 30 to 45 minutes to drive from Gold Hill Road and Highway 160 to the Lancaster County line on 160 during the day and there is no natural country left except for Anne Springs Close Greenway. Between the hours of 7 am and 8:30 am you don't even want to try and drive on Hwy. 160 from Murin Rd. to Gold Hill Rd. and you also don't want to go anywhere near Gold Hill Road and I-77. At about noon time you can forget traveling on Hwy. 160 at I-77 until about 1:30 pm and then the same is true from the time school lets out until after evening rush hour. In addition to this, the skyline is on the verge of being ruined by hotels and business parks and the crime rates continue to rise, bringing a high volume of big city issues to our small town which is now nothing more than an extra large bedroom for Charlotte.

I know that most people in your position are rarely compelled to take a more compassionate and conservative approach such as mine, but the main trend I am seeing is sadly it has become all about greed. However, I invite you to take an entire week before the end of the school year and drive all around Fort Mill at all times of the day just so you can get a taste of what Indian Land is becoming. The traffic on Hwy. 160 between 521 and Fort Mill is mind-boggling in the mornings and the evenings thanks to mistakes like M&M Mortgage being built. The traffic on 521 is unmanageable during the weekdays and on Saturdays as well. Highway 521 is beginning to look like another Cherry Road combined with Hwy. 160 West of I-77 in Fort Mill with a touch of Independence Blvd. thrown in for good measure. People are selling out and builders can't wait. As a native of this area I'm here to tell you that while development is good for the economy, it is terrible for the environment and the peaceful way of country living many of us knew. Indian Land used to be completely country and still sort of is which is why we moved to Clairmont specifically to get out of Fort Mill and away from cluster it has become. I used to live in Waterstone and loathed that area due to the growth; condos, apartments, houses, traffic, and spiked property crimes. We, as of this moment, enjoy peaceful nights with minor road noise from Hwy. 160 and so far the neighborhood is basically crime free. If Planning and Administration Counsels keep allowing the excessive growth to happen, eventually this area will be another traffic jam with more crime problems. Everyone already knows that there are parts of Lancaster that aren't safe due to the violence. Would you really want the same things to spread throughout your county? What about choosing quality of life over money? Why do you think so many people move here from up North? They came here and found a nice area compared to the bustling concrete jungle they came from....now we are on the way to becoming another paved, over-populated, crime infested traffic jam.

I know that my opinion isn't likely to matter at all, but I wanted to share my viewpoint in hopes that someone in the higher levels of the county may take heed and use common sense. Folks, our country side is valuable, the peaceful country way of life is valuable, please don't allow this area to be ruined as well.

Respectfully,

Andy Boone

Alex J. Moore

From: Planning Mailbox
Sent: Wednesday, May 04, 2016 8:40 AM
To: Penelope Karagounis; Alex J. Moore; Elaine Boone; Andy Rowe; Nicholas Cauthen
Subject: FW: Proposed apartment complex

FYI

-----Original Message-----

From: Cathy [<mailto:wrgroup@hotmail.com>]
Sent: Wednesday, May 04, 2016 6:04 AM
To: Planning Mailbox
Subject: Proposed apartment complex.

As residents of the Clairémont subdivision we are very concerned about the proposed development of a large apartment complex on the 41 acres across from us. What is proposed is much too large and would house too large a community in an area that is already suffering from a traffic nightmare and other housing developments in the area are still actively building. Please do not allow this project to go forward.

Cathy Flynn
10264 Tintinhull Dr.

Sent from my iPad

Alex J. Moore

From: Lynn & Gordy <jakvyt@aol.com>
Sent: Wednesday, May 04, 2016 3:34 PM
To: Planning Mailbox
Cc: Penelope Karagounis; Elaine Boone; Alex J. Moore; Andy Rowe; Nicholas Cauthen
Subject: Public Comment for the May 17 planning commission meeting re: 313 units at Calvin Hall and Route 160

We cannot attend the May 17 meeting of the planning commission, but wanted to express our opinion regarding the proposed project of 313 units to be located at Calvin Hall and Route 160. We oppose this plan for the following reasons:

Traffic and Infrastructure: Route 160 and Calvin Hall are already too congested. We have been promised for some time now that the road will be widened and traffic signals will be installed. To our knowledge, there is no start date for this project. Hundreds of additional cars and heavy construction trucks will impede traffic flow and cause further road damage.

Schools: A \$199 million bond was just approved by the voters. We believe it is still not going to be enough to create appropriate size schools or class sizes. There is no reason to place further strains on our current educational resources.

Crime: A project of this size will increase the potential for crime in this area. The Indian Land area is already underserved by the Lancaster County Sheriff's limited resources. Any additional help provided to Indian Land results in all other districts being shortchanged.

Property Values: We believe another apartment complex located so close to the already existing one will continue to devalue our home and property values.

Aesthetics: Route 160 is becoming an overcrowded eyesore. With a strange mix of subdivisions, industrial, and now apartments, it is beginning to look like 521.

We have lived in Indian Land for eight years and so far all we have received are: increased taxes and fees, poor roads and infrastructure leading to increased commute times, overcrowded schools, and an overall decrease in our home value. It is very disappointing to see what is happening in Indian Land when we compare it to what is happening a few miles over the border in the Ballantyne area of Charlotte. With so much valuable land, the residents are receiving so little in return. Instead of striving to make this area comparable to Ballantyne, the powers that be in Lancaster County have chosen to make us the ugly step-sister. We oppose this project at this time and at this proposed location.

We hope that our comments will be shared with the Planning Commission.

Thank you.

Lynn Jakub and Gordon Vytlačil



Virus-free. www.avast.com

Alex J. Moore

From: Planning Mailbox
Sent: Thursday, May 05, 2016 1:01 PM
To: Penelope Karagounis; Alex J. Moore; Elaine Boone; Andy Rowe; Nicholas Cauthen
Subject: FW: Opposition to proposed project

From: Barbara Ryan [<mailto:barbararyansc@hotmail.com>]
Sent: Thursday, May 05, 2016 12:07 PM
To: Planning Mailbox
Subject: Opposition to proposed project

We are strongly opposed to the plan to build 313 rental units on 41 acres across from the Clairemont subdivision on Calvin Hall Rd. This area is already overcrowded without the necessary infrastructure to support the current residents. For example:

- Calvin Hall backs up in the morning and afternoon as school buses approach the elementary school
- School buses are seriously overcrowded now with students sitting 3 to a seat and arriving late for school (middle school in our case)
- Construction on Rte 160 will limit our access to that road; we already must use Calvin Hall as preferred route since 160 is so heavily traveled
- Schools will be in construction mode for the next several years, thanks to bond approval, but will no way be ready to add students and staff in the near future
- EMS vehicles are already being delayed in reaching our area due to backups on Rte 521 and Rte 160: on a recent call from our house the ambulance took 15 minutes to arrive
- Our property values are already adversely impacted by new construction in this area; a rental project in this area will serve to make our properties even less desirable

We have been property owners here since August 2006 and have seen the constant impact of uncontrolled development in the area, i.e. the proliferation of gas stations, storage units and the ever-increasing traffic congestion

Thank you for your consideration of these issues.
Barbara Ryan

email: BarbaraRyanSC@hotmail.com
cell: 803-412-2299
mail: 9031 Pembroke Ct, Fort Mill SC 29707

Alex J. Moore

From: Planning Mailbox
Sent: Tuesday, May 10, 2016 2:55 PM
To: Penelope Karagounis; Elaine Boone; Alex J. Moore; Andy Rowe; Nicholas Cauthen
Subject: FW: Apartment Complex on Calvin Hall Rd Proposal

From: Quincy Ruckert [<mailto:quincyruckert@gmail.com>]
Sent: Tuesday, May 10, 2016 2:48 PM
To: Planning Mailbox
Subject: Apartment Complex on Calvin Hall Rd Proposal

Hello,

I am a resident of Silver Run Neighborhood in Indian Land, SC and I am against the planned development for an apartment complex off of Calvin Hall Rd. The uncontrolled growth in Indian Land has caused many infrastructure problems that desperately need to be addressed before growing the population any further. Schools being overcapacity already, where students have to eat their lunches in the hall since there is no room, and the traffic nightmares that plague the area daily and just two examples of things that need to be addressed before any new residential developments are approved.

I will not be able to attend the upcoming meeting about the proposal but wanted to voice my opinion. Again, I am 100% AGAINST the plan for the apartment complex, or any additional residential developments, in Indian Land and hopefully the representatives will see the problems that have come up from the uncontrolled population growth and listen to the droves of residents against it as well.

Best,
Quincy Ruckert

Alex J. Moore

From: Planning Mailbox
Sent: Tuesday, May 10, 2016 2:56 PM
To: Penelope Karagounis; Elaine Boone; Alex J. Moore; Andy Rowe; Nicholas Cauthen
Subject: FW: Calvin Hall Road Apartment Complex

From: Beverly Williams [<mailto:itsmebeverly@gmail.com>]
Sent: Tuesday, May 10, 2016 2:46 PM
To: Planning Mailbox
Subject: Calvin Hall Road Apartment Complex

I am against approving the high density apartment complex being approved on Calvin Hall Road.

My name is Beverly Williams, 131 Arrowhead Drive, Lancaster, SC.

I am a property owner. I strongly believe that we need to slow down growth in our County any way we can. The roads and the schools need to catch up.

I understand that property owners have the right to develop their own property. BUT it needs to be done with consideration of the rest community.

We here in the Indian Land Community have decided to take a defensive stance on the slow down on growth until the roads and schools catch up. AND as our representatives it is your duty to vote for what the majority wants.

Thank you

Alex J. Moore

From: Planning Mailbox
Sent: Tuesday, May 10, 2016 4:31 PM
To: Penelope Karagounis; Elaine Boone; Andy Rowe; Alex J. Moore; Nicholas Cauthen
Subject: FW: Displeasure at Apartments on Calvin Hall Rd

From: Adam Sepanski [<mailto:churchskiz@gmail.com>]
Sent: Tuesday, May 10, 2016 4:00 PM
To: Planning Mailbox; sheilahinsonrealty@yahoo.com; tad@comporium.net; jerryholt813@gmail.com; ckhammer1@yahoo.com
Subject: Displeasure at Apartments on Calvin Hall Rd

I'm writing to express my displeasure at the plan to put an apartment complex on Calvin Hall Rd. I do not mind apartment complexes or new neighborhoods or office buildings being built right next door to me (which this will be). What I do mind is approving development in an area which is already riddled with traffic and school congestion without developing a plan to fix the already existing problems first.

I live 1 mile from my work in the Arlington community. It takes me 10-15 minutes to get to work now, because I have to sit in bumper to bumper traffic from due to Movement Mortgage and the lack of a turning lane on Hwy 160. I can not imagine how the planning board would approve a manufacturing facility, a corporate office, and an apartment complex on 160 without widening the road, and I am completely blown away that they would consider even more development without fixing this issue FIRST.

Second, my kids attend Harrisburg, and again I spend 30 minutes of my day in traffic dropping them off at school. I understand that this board doesn't control schooling decisions, but it doesn't alleviate the problem to add more kids to an already crowded school district and poor road design getting to the school. Work with the school board and develop a plan to fix the overcrowding and traffic and then you will get my support to build more developments.

As it stands, it is clear to me that Lancaster County just wants to increase tax revenue with no care for how it affects the Indian Land community because they are far removed from the daily problems they create.

A concerned citizen,
Adam Sepanski

Arlington Resident

216
2015

Alex J. Moore

From: Planning Mailbox
Sent: Tuesday, May 10, 2016 4:31 PM
To: Penelope Karagounis; Elaine Boone; Andy Rowe; Alex J. Moore; Nicholas Cauthen
Subject: FW: Do Not OK or Approve Proposed Apartment Project on Calvin Hall Rd, Indian Land, SC

From: Gerald Wilkins [<mailto:gew03041957@gmail.com>]
Sent: Tuesday, May 10, 2016 3:23 PM
To: ckhammer1@yahoo.com; tad@comporium.net; Planning Mailbox; sheilahinsonrealty@yahoo.com
Subject: Do Not OK or Approve Proposed Apartment Project on Calvin Hall Rd, Indian Land, SC

Good afternoon.

I am a resident of Indian Land, SC in the Clairemont Sub-Division next to Calvin Hall Rd. and Hwy 160. I'm writing this email to ask you to please "not" approve or authorize the proposed Calvin Hall Rd., Apartment project submitted for your consideration.

There are several reasons to not approve this project, from the volume of traffic that will bottle neck this area, to not being prepared with enough schools appropriate for this increase in children, to no in-depth study done regarding the ramifications of continued quick growth on the current infrastructure.

I believe, if growth is to continue at such a lightning speed, it needs to be critically analyzed and studied prior to moving ahead with an array of additional projects of this type.

signed

Gerald E. Wilkins
resident, homeowner and taxpayer
Indian Land, SC

Alex J. Moore

From: Planning Mailbox
Sent: Wednesday, May 11, 2016 9:20 AM
To: Penelope Karagounis; Elaine Boone; Andy Rowe; Alex J. Moore; Nicholas Cauthen
Subject: FW: Proposed Apartments to be built along Calvin Hall Rd., located in Indian Land, SC.

-----Original Message-----

From: Pat Brandow [<mailto:brandy.sr@hotmail.com>]
Sent: Tuesday, May 10, 2016 6:32 PM
To: Planning Mailbox
Subject: Proposed Apartments to be built along Calvin Hall Rd., located in Indian Land, SC.

Hello:

My name is Patrick E. Brandow Sr. and I reside at 1217 Jasmine Dr. In the Silver Run Housing development. It was brought to my attention that the Planning board members will have a single meeting with final say decision in the approval or rejection of the plans for Apartment style housing complexes currently being sought by developers to be located along Calvin Hall Rd.

I am not able to attend to personally express my opposition to this proposed addition of transient-in-nature property development to an area that is a beautiful, permanent, residential home area in the youth of development. Please extend my notification of objection to all Planning board members and, additionally to anyone involved in the final decision process in this matter.

Respectfully, I ask the Board to consider residents who chose this area because it's nice to have a green space close with roads that are accessible and not constant bumper-to-bumper traffic. Please continue to act with due-diligence concerning developer attempts to capitalize on our resources. Irresponsible, or ill-suited development to a blooming, residential area can prove cancerous and may ultimately result in the death of residential bloom. Our infrastructure is already taxed near maximum, as evidenced by traffic, traffic control, utilities, storm water runoff and storm sewers capacity to handle storm water run-off. Please do not add to these problems.

Thank you for your attention on this matter.

I am not a

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Alex J. Moore

From: Planning Mailbox
Sent: Wednesday, May 11, 2016 9:21 AM
To: Penelope Karagounis; Elaine Boone; Andy Rowe; Alex J. Moore; Nicholas Cauthen
Subject: FW: Concerning Apartment Complex on Calvin Hall Road.

From: Mason Thompson [<mailto:mason9@live.com>]
Sent: Wednesday, May 11, 2016 9:03 AM
To: Planning Mailbox; sheilahinsonrealty@yahoo.com; ckhammer1@yahoo.com; tad@comporium.net; jerryholt813@gmail.com
Cc: Kelly Thompson
Subject: Concerning Apartment Complex on Calvin Hall Road.

Dear Planning Board Members,

I am writing this email in regards to the apartment complex being considered on Calvin Hall Road. My name is Mason Thompson and I live in the Clairemont neighborhood that is also located on Calvin Hall Road. I respectfully ask you all to stand against the building of these apartments.

In general; I am not opposed to growth in the community. I voted 'Yes' for the \$199M Lancaster County Bond to build and renovate the schools and I love the fact that they are building across from the Lowes on 521.

At this time though, I am opposed to building apartments to squeeze more people into a space that does not have the infrastructure to support them. Harrisburg Elementary school is already at capacity. Calvin Hall and Harrisburg road are small two-lane roads that currently experience a great amount of traffic during rush hour. Traffic during the morning is especially rough as kids are dropped off at Harrisburg Elementary.

I can't think of a single benefit to the residents currently living in any of the surround neighborhoods (Arlington, Clairemont, Rosemont, BridgeHampton) associated with building an apartment complex on Calvin Hall. Please consider the opinions and feelings of the current residents here.

Thank you all for your time and consideration. Have a great day!

219
200 200

Mason Thompson

803-554-4499

Masont9@live.com

9137 Pembroke Ct.

Indian Land, SC, 29707

Alex J. Moore

From: Planning Mailbox
Sent: Wednesday, May 11, 2016 2:26 PM
To: Penelope Karagounis; Elaine Boone; Andy Rowe; Alex J. Moore; Nicholas Cauthen
Subject: FW: Opposition to proposed 312 unit apartment complex on Calvin Hall Road directly across from Clairemont

From: Brian Dougherty [<mailto:BDougherty@symitar.com>]
Sent: Wednesday, May 11, 2016 1:53 PM
To: Planning Mailbox; sheilahinsonrealty@yahoo.com; tad@comporium.net; jerryholt813@gmail.com; ckhammer1@yahoo.com
Subject: Opposition to proposed 312 unit apartment complex on Calvin Hall Road directly across from Clairemont

As a resident of Clairemont neighborhood, I'd like to express my opposition to the proposed 312 unit apartment complex across Calvin Hall from our neighborhood. There is already a significant increase in traffic with Movement Mortgage having moved across 160 from our neighborhood and I don't believe the surrounding roads can handle the traffic that a sizable apartment complex would bring to this small area. Please do not approve this apartment complex being built.

Thank you,
Brian Dougherty
704-236-1071

NOTICE: This electronic mail message and any files transmitted with it are intended exclusively for the individual or entity to which it is addressed. The message, together with any attachment, may contain confidential and/or privileged information. Any unauthorized review, use, printing, saving, copying, disclosure or distribution is strictly prohibited. If you have received this message in error, please immediately advise the sender by reply email and delete all copies.

221
2016

Alex J. Moore

From: Planning Mailbox
Sent: Wednesday, May 11, 2016 2:26 PM
To: Penelope Karagounis; Elaine Boone; Andy Rowe; Alex J. Moore; Nicholas Cauthen
Subject: FW: Proposed Apartment Complex- Calvin Hall Road

From: Erin Thornton [<mailto:erinmariethornton@gmail.com>]
Sent: Wednesday, May 11, 2016 11:56 AM
To: Planning Mailbox
Subject: Proposed Apartment Complex- Calvin Hall Road

Good morning,

I am writing to let you know that I am not pleased with the fact that more construction is possibly planned for Calvin Hall road. There is already 2 neighborhoods trying to finish up construction in that area and the schools and roads are distressed as is. Bringing more people into the area is only going to hurt us in the long run. I am asking that you please consider not allowing this project to happen.

Thank you,
Erin Thornton
Indian Land Resident

222
[Handwritten scribbles]

Alex J. Moore

From: Planning Mailbox
Sent: Thursday, May 12, 2016 9:45 AM
To: Penelope Karagounis; Elaine Boone; Andy Rowe; Alex J. Moore; Nicholas Cauthen
Subject: FW: Planning Commission for Calvin Hall Rd Apartment Complex

From: Tad Caudill [<mailto:tadcaudill@gmail.com>]
Sent: Wednesday, May 11, 2016 4:40 PM
To: Planning Mailbox; sheilahinsonrealty@yahoo.com; ckhammer1@yahoo.com; tad@comprium.net; jerryholt813@gmail.com
Subject: Planning Commission for Calvin Hall Rd Apartment Complex

Dear Board Members,

I am writing to you to express my concern for the planned apartment complex on Calvin Hall road. As a resident of the Clairemont housing development I am greatly concerned about environmental effects, educational effects, and traffic. I am also concerned about property value in the area.

Even today we have a massive sewage spill of 3500 gallons due to hastily done construction product in Indian Land. Here is the story on WSOC's website. <http://www.wsoc.tv/news/local/3500-gallons-of-raw-sewage-spills-from-pipe-into-indian-land-creek/274543254>

Being down stream from the proposed construction this is a big concern for me.

Having two young children in the currently over packed school system is another concern for me. I imagine the kids would be sent to Harrisburg Elementary School. A large number of those kids being in apartment complex will be low income or minority. While I have no problem with low income or minorities it is a statistical fact, and I will include a link to a study, that they are the highest percentage of renters and their children require more attention in public school systems.

I think the traffic complaint and house value complaint are self explanatory so I will save you the time on those. We have enough apartment complexes in this area. Builders are in a mad dash to build as many as possible to compete with each other in a growing area. One thing they will do is build too many and you will have complexes empty and competing by lowering prices. Those lower prices will bring down values and cost the community more than they add.

(a study on apartment demographics by Harvard)
<http://www.jchs.harvard.edu/sites/jchs.harvard.edu/files/ahr2011-3-demographics.pdf>

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200

Alex J. Moore

From: Planning Mailbox
Sent: Thursday, May 12, 2016 9:45 AM
To: Penelope Karagounis; Elaine Boone; Andy Rowe; Alex J. Moore; Nicholas Cauthen
Subject: FW: Proposed Apartments to be built along Calvin Hall Rd., located in Indian Land, SC.

-----Original Message-----

From: Pat Brandow [<mailto:brandy.sr@hotmail.com>]
Sent: Wednesday, May 11, 2016 5:19 PM
To: Planning Mailbox
Subject: Re: Proposed Apartments to be built along Calvin Hall Rd., located in Indian Land, SC.

Thank you.

Sent from my iPhone

> On May 11, 2016, at 9:19 AM, Planning Mailbox <Planning@lancastercountysc.net> wrote:
>
> Thank you for your response. We will include your comments in the Planning Commission Packet for May 17th.
>
>
> Judy Barrineau | Administrative Assistant | Lancaster County Planning Dept.
> Ph: 803.285.6005 | Fax: 803.285.6007 | jbarrineau@lancastercountysc.net
> 101 N Main Street, Suite 108 | Lancaster, SC 29720 | www.mylancastersc.org
>
> Office is open Monday-Friday 8:30am to 5:00pm
>
> CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, restricted and/or legally privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Lancaster County. Finally, the recipient should check this email and any attachments for the presence of viruses. Lancaster County accepts no liability for any damage caused by any virus transmitted by this email.
> NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.
>
>
>
> -----Original Message-----
> From: Pat Brandow [<mailto:brandy.sr@hotmail.com>]
> Sent: Tuesday, May 10, 2016 6:32 PM
> To: Planning Mailbox
> Subject: Proposed Apartments to be built along Calvin Hall Rd., located in Indian Land, SC.
>
> Hello:
>

224
2016

- > My name is Patrick E. Brandow Sr. and I reside at 1217 Jasmine Dr. In the Silver Run Housing development.
- > It was brought to my attention that the Planning board members will have a single meeting with final say decision in the approval or rejection of the plans for Apartment style housing complexes currently being sought by developers to be located along Calvin Hall Rd.
- >
- > I am not able to attend to personally express my opposition to this proposed addition of transient-in-nature property development to an area that is a beautiful, permanent, residential home area in the youth of development. Please extend my notification of objection to all Planning board members and, additionally to anyone involved in the final decision process in this matter.
- >
- > Respectfully, I ask the Board to consider residents who chose this area because it's nice to have a green space close with roads that are accessible and not constant bumper-to-bumper traffic. Please continue to act with due-diligence concerning developer attempts to capitalize on our resources. Irresponsible, or ill-suited development to a blooming, residential area can prove cancerous and may ultimately result in the death of residential bloom. Our infrastructure is already taxed near maximum, as evidenced by traffic, traffic control, utilities, storm water runoff and storm sewers capacity to handle storm water run-off. Please do not add to these problems.
- >
- > Thank you for your attention on this matter.
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- > I am nota

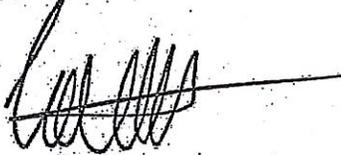
May 10, 2016

To the Planning Commission:

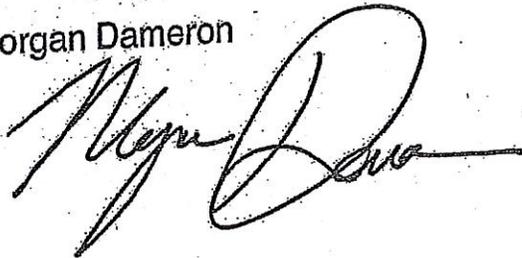
We, as residents of the Silver Run community, wish to voice our strong disapproval of the building of apartments on Calvin Hall Road. We travel that road daily to and from our workplaces and can attest to the fact that the road is too narrow and unsuitable to withstand the amount of traffic an apartment complex would add. We ask that the application for this apartment complex be denied.

Respectfully,

E. Lee Dameron



Morgan Dameron



(Exhibit 11)

Project Information - SC 160 Widening - Phase II

Project Identification Number:	0031125RD01
County:	Lancaster
Project Length:	2.29 miles
Project Location:	From S-157 To the York County Line
Project Description:	Widening from York County Line to S-157 (Possum Hollow Rd)
Estimated Total Project Cost as of May 2016	\$9,703,000.00
Commission District:	District 5
Commission Approval Date:	September 19, 2007

Schedule

Preliminary Engineering

Begin:	Spring 2011
Complete:	Summer 2016

Right Of Way

Begin:	Autumn 2013
Complete:	Summer 2016

Construction

Begin:	Winter 2016-17
Complete:	Autumn 2019

Contact Information

Program Manager:	Kadi Price, P.E.
Phone Number:	803-737-4755
Mailing Address:	P. O. Box 191, Columbia, SC 29201

Exhibit 12

SECTION 8.7.10.20 - Reconsideration.

The commission may reconsider any review when so requested by the governing body, or when an applicant brings to the attention of the commission new facts, a mistake of fact in the original review, correction of clerical error, or matters not the fault of the applicant which affect the result of the review. Reconsidered items shall be advertised only if the item was advertised when it was first heard by the commission.

Exhibit 13



June 10, 2016

Charles K. Dease
Chairman Lancaster County Planning Commission
P.O. Box 1809
Lancaster, SC 29721

Penelope Karagounis
Director Lancaster County Planning Director
P.O. Box 1809
Lancaster, SC 29721
(also via email to pkaragounis@lancastercountysc.net)

**Re: Reconsideration of Two Capital Partners, Indian Land
Preliminary Plan Denial
SD-016-003**

Dear Mr. Dease and Ms. Karagounis:

In accordance with § 8.7.10.20 of the Lancaster County Unified Development Ordinance ("UDO"), applicant Two Capital Partners hereby files this letter for reconsideration of the denial of the Two Capital Partners, Indian Land Preliminary Plan by the Lancaster County Planning Commission on Tuesday, May 17, 2016.

The basis for reconsideration is a mistake of fact in other matters not the fault of the applicant which directly affected the result of review. The primary reason for rejection of the plan was the alignment of access to State Highway 160. SCDOT expressly authorized alignment and access to State Highway 160. The Planning Commission was under the mistaken belief that it could demand alternative access. However, UDO § 13.6.2 states that "the County Planning Commission shall not override the requirements of an outside agency or department." The Planning Commission cannot override the requirements of SCDOT regarding access to state roads.

There were other objections to the plan made by Planning Commission members but there was not sufficient time to address these objections at the Planning Commission meeting (we also believe that the Planning Commission made a mistake by demanding requirements in excess of UDO requirements and by thinking that the Fire Marshall had concerns). We were able to address most of the Planning Commission objections and are submitting a revised site plan today that we believe addresses the concerns raised by Planning Commission (listed below).

00122822.1

1. The Fire Marshal has reviewed the plans and we are not aware of any objections, including the parallel spaces.
2. The site plan now shows that a fire truck can navigate the curves.
3. We added a rolled curb and gutter to separate the driveways from the roads at the Town Home Units, Carriage Units and Direct Entry homes (this also addresses drainage from the garages).
4. We increased some of the buffers beyond that required by the zoning code and marks areas where these can be undisturbed.
5. We added sidewalk along the Calvin Hall Frontage.

We believe that these changes will enhance the project and surrounding areas.

It is our understanding that this matter must be advertised for 30 days and will appear at the July 19, 2016 Planning Commission meeting. This preliminary plan goes above and beyond Lancaster County code requirements and we respectfully request that you forward to the Planning Commission for approval. Please contact me if you need anything further for reconsideration.

I look forward to hearing back from you

Sincerely
TWO Capital Partners, LLC



Wesley G Taubel

Exhibit 14

SECTION 13.6.2.4 - Lancaster County Planning Commission and/or planning department staff review.

The Lancaster County Planning Commission shall review and act upon the preliminary plan submittal at their regular meeting next following the date of a composite report by the planning director detailing the comments of agencies by which review was requested. **The county planning commission shall not override the requirements of an outside agency or department but may seek to resolve conflicts by mutual agreement.** If the planning commission is not responsible for reviewing the application (see section 13.4), the planning department staff will review and act upon the preliminary application.

(Ord. No. 328, 4-12-99; Ord. No. 361, 7-31-00; Ord. No. 748, 5-1-06)

Exhibit 15

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

FILE COPY

MAILED ON 7/1/16
AJM

**NOTICE OF RECONSIDERATION
LANCASTER COUNTY PLANNING COMMISSION**

Telephone (803) 285-6005

Fax (803) 285-6007

TO: Parties affected by the proposed Two Capital Indian Land Multifamily project (Includes Adjacent Property Owners, Applicants and interested Citizens. Interested Citizens provided notice as a courtesy via email)

FROM: Lancaster County Planning Department

SUBJECT: Reconsideration of Two Capital Indian Land Preliminary Plan (SD-016-003)

**RECONSIDERATION
HEARING DATE:** Tuesday July 19th, 2016

**LETTER
SENT ON:** Friday July 1st, 2016

In accordance with Section 8.7.10.20 of the Lancaster County Unified Development Ordinance (UDO), Mr. Wesley G. Taubel (applicant) of Two Capital Partners, LLC has filed a request for reconsideration of the denial of the Two Capital Partners Indian Land Preliminary Plan (SD-016-003). The Planning Commission denied this plan on Tuesday May 17th, 2016.

The applicant filed the request for reconsideration on June 10th, 2016. A copy of the letter submitted by the applicant is attached to this notice. This letter notes several items the applicant desires for the Planning Commission to reconsider with regard to the Two Capital Indian Land Preliminary Plan.

Please note that Lancaster County UDO Section 8.7.10.20 (Reconsideration) states: "The commission may reconsider any review when so requested by the governing body, or when an applicant brings to the attention of the commission new facts, a mistake of fact in the original review, correction of clerical error, or matters not the fault of the applicant which affect the result of the review. Reconsidered items shall be advertised only if the item was advertised when it was first heard by the commission."

The Lancaster County Planning Commission will hold a reconsideration of the Two Capital Partners Indian Land Preliminary Plan at **6:30 PM** on **Tuesday July 19th, 2016**. This meeting will take place at the Lancaster County Administration Building, 101 North Main Street, Room 224.

Citizen comments on the reconsideration of this preliminary plan will occur during the public comment session of the Planning Commission meeting. Citizens are allowed 3-minutes per person to speak. Please plan to arrive in time before the meeting so that you may sign up to speak during this public comment session.

Copies of all forms and maps pertaining to this application are available at the Lancaster County Planning Department. If you have any questions or concerns, either call the Planning Department at (803) 285-6005 or write the Planning Department at P.O. Box 1809, Lancaster, SC 29721. Thank you.

*Proud to serve the citizens of Lancaster County,
and the Towns of Heath Springs & Kershaw*

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From: [Alex J. Moore](#)
To: [babbidgejc@yahoo.com](#); [barbararyansc@hotmail.com](#); [BDougherty@symitar.com](#); [Ben Levine](#); [brandy.sr@hotmail.com](#); [churchskiz@gmail.com](#); [deansigmon62@gmail.com](#); [devinejdn@aol.com](#); [efish@comporium.net](#); [erinmariethornton@gmail.com](#); [Fmnight98@gmail.com](#); [Gary Holland](#); [gew03041957@gmail.com](#); [itsmebeverly@gmail.com](#); [itsmemorgan@gmail.com](#); [jakvyt@aol.com](#); [Jane Tanner](#); [jeffgreenwald@mac.com](#); [John Delfausse](#); [kenk@mostlydead.com](#); [kntaylor1@gmail.com](#); [lawfreda21@gmail.com](#); [mason9@live.com](#); [mfefbso@yahoo.com](#); [nhaun53@gmail.com](#); [quincyruerkert@gmail.com](#); [raesunshine53@outlook.com](#); [tadcaudill@gmail.com](#); [Wanda Rosa](#); [wrgroup@hotmail.com](#)
Bcc: [Penelope Karagounis](#); [Judy Barrineau](#); [Elaine Boone](#); [Nicholas Cauthen](#); [Andy Rowe](#)
Subject: Two Capital Partners--Reconsideration
Date: Friday, July 01, 2016 2:00:30 PM
Attachments: [Two-Capital-Reconsideration Mailing 7-1-16.pdf](#)

Good afternoon,

Please find attached a courtesy notice regarding the Two Capital Indian Land Reconsideration.

This reconsideration will take place at the Lancaster County Planning Commission meeting on Tuesday July 19th.

The meeting will be held at the Lancaster County Administration Building, 101 N. Main Street in the City of Lancaster.

The meeting will begin at 6:30 PM.

Thanks...

Alex J. Moore, AICP

Planner II

LANCASTER COUNTY PLANNING DEPARTMENT

101 N. MAIN STREET

PO Box 1809

LANCASTER, SC 29721

PHONE: (803) 416-9395

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Exhibit 16

Alex J. Moore

From: Quincy Ruckert <quincyruckert@gmail.com>
Sent: Friday, July 01, 2016 5:17 PM
To: Alex J. Moore
Subject: Re: Two Capital Partners--Reconsideration

In case I am not able to make it to the new meeting I would like to inform you that I am still against the project. If you could voice my, and many of my neighbors, displeasure in the project at the meeting I would appreciate it.

Best,
Quincy Ruckert

On Jul 1, 2016, at 2:00 PM, Alex J. Moore <amoore@lanastercountysc.net> wrote:

Good afternoon,

Please find attached a courtesy notice regarding the Two Capital Indian Land Reconsideration.

This reconsideration will take place at the Lancaster County Planning Commission meeting on Tuesday July 19th.

The meeting will be held at the Lancaster County Administration Building, 101 N. Main Street in the City of Lancaster.

The meeting will begin at 6:30 PM.

Thanks...

Alex J. Moore, AICP
Planner II

LANCASTER COUNTY PLANNING DEPARTMENT
101 N. MAIN STREET
PO BOX 1809
LANCASTER, SC 29721
PHONE: (803) 416-9395

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2015 07/01

Alex J. Moore

From: Pat Brandow <brandy.sr@hotmail.com>
Sent: Friday, July 01, 2016 6:34 PM
To: Alex J. Moore
Subject: Re: Two Capital Partners--Reconsideration

Mr. Moore

Thank you for the advisory email. I am not sure if "Two Capital Partners", is this the reconsideration for Avondale project or Ainsley project?

In reading the email attachments, the mention of adding sidewalks on Calvin hall Rd. Leaves me with the understanding that the "reconsideration " is for the Avondale development.

In either event, my wife and I are physically unable to attend the "consideration" meeting and wish to express our feeling that the County leaders should not entertain additional building in the Indian Land community until the appropriate preparations are put in place.

This is necessary to protect the existing resident community and it will afford the opportunity to assimilate the growth without adversely impacting property value, traffic flow and community life style.

Responsible growth will be good for Indian Land. I am concerned that if growth is promoted primarily for short-sighted revenue gains the growth will only place unbearable demands upon our community. I worry that traffic and infrastructure will only devolve and ruin our community.

P.E. Brandow SR
Indian Land Resident

Sent from my iPhone

On Jul 1, 2016, at 2:00 PM, Alex J. Moore <amoore@lancastercountysc.net> wrote:

Good afternoon,

Please find attached a courtesy notice regarding the Two Capital Indian Land Reconsideration.

This reconsideration will take place at the Lancaster County Planning Commission meeting on Tuesday July 19th.

The meeting will be held at the Lancaster County Administration Building, 101 N. Main Street in the City of Lancaster.

The meeting will begin at 6:30 PM.

Thanks...

Alex J. Moore, AICP
Planner II

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~~238~~

Alex J. Moore

From: Planning Mailbox
Sent: Tuesday, July 05, 2016 4:40 PM
To: Alex J. Moore
Subject: FW: Public comments for upcoming planning commission meeting RE: Two Capital 313 units Calvin Hall @ Route 160

From: Lynn & Gordy [<mailto:jakvyt@aol.com>]
Sent: Tuesday, July 05, 2016 3:58 PM
To: sheilahinsonrealty@yahoo.com; ckhammer1@yahoo.com; tad@comporium.net; jerryholt813@gmail.com
Cc: Planning Mailbox; Penelope Karagounis
Subject: Public comments for upcoming planning commission meeting RE: Two Capital 313 units Calvin Hall @ Route 160

Dear Planning Commission,

We were very happy with your decision to deny this project at your last meeting. Please do not reconsider it. Two Capital's reasons for reconsideration do not mean anything to us, do not address any of our concerns, and add no value to Indian Land. If you are in the legal clear to deny them, please do so. The reasons for our opposition remain the same:

Traffic: This area cannot sustain any more traffic. Until Route 160 is widened, no housing should be approved anywhere near there. Also note that the roads in our subdivision (Rosemont) are among those not accepted into the county system. The increased traffic we have coming through the neighborhood is a constant contributor to the deteriorating conditions of our roads. We simply cannot sustain any more wear and tear in our neighborhood.

Redundant: Apartments already exist along 160. 313 more units are completely unnecessary for this location. Also, there are rumors going around that 25% of these apartments will be allocated for Section 8 housing. If this is true, please know that our property values have already gone down significantly, please do not allow them to decline further by forcing this type of undesirable housing on us. Renters, in general, do not add anything to a community. They are not invested in making anything better in Indian Land and only contribute to the overcrowding of the area. We believe the addition of 313 rental units also increases the potential for additional crime in our subdivision. We have already sustained multiple acts of vandalism and trespassing, please do not add to our worries.

Lack of resources: Schools and public safety remain underfunded and understaffed.

Until all of these issues are addressed by the state and county council, all projects like this should be denied. Please stop burdening all of us with this constant construction of housing.

Thank you.

Lynn Jakub & Gordon Vytlačil