

# LANCASTER COUNTY PLANNING COMMISSION

July 21, 2015  
6:30 PM  
Lancaster Co.  
Adm. Bldg.,  
Room 224  
(803) 285-6005

<b>Type of meeting:</b>	General Business Meeting	<b>Facilitator:</b>	Planning Staff
<b>Clerk:</b>	Judy Barrineau		
<b>Please read:</b>	Agenda Packet		
<b>Please bring:</b>	Agenda Packet & UDO		
Call To Order	Chairman		
Roll Call	Chairman		
<b>Election of Officers</b>	Chairman		
Approve Agenda	Chairman		
Citizen's Comments	Chairman		
Approval of Minutes – June 04, 2015 Workshop Minutes & June 16, 2015 Regular Minutes	Chairman		
Chairman's Report	Chairman		
Director's Report	Penelope Karagounis		
<p><b>PDD 015-027</b> – The applicant (Sinacori Homes) has submitted a rezoning application for an amendment to the official zoning map of Lancaster County. The applicant proposes that the zoning designation of Planned Development District (<b>PDD-015-027</b>) be applied to ±179.35 acres of property. {Public Hearing} pgs. 1-30</p> <p><b>A portion of 0005-00-074.03. The entirety of 0005-00-0075.00, 75.01, 076.00, 077.00, 078.00, 079.01, 089.00, 089.01, 091.00, 091.03, 092.00, 093.04, 093.05</b></p>	Alex Moore		
<p><b>DA-015-002</b> – Sinacori Builders, LLC (Avondale Development) has submitted an application to enter into a development agreement with Lancaster County. The site is located between Calvin Hall Road and Harrisburg Road in the Indian Land section of Lancaster County, South Carolina. {Public Hearing} pgs. 31-71</p> <p><b>Tax Map 5, Parcels 75, 75.01, 76, 77, 78, 79.01, 89, 89.01, 90, 91, 91.03, 92, 93.04, 93.05 and a portion of 74.03</b></p>	Penelope Karagounis		
<p><b>RZ-015-009</b> – Rezoning application of Steve Willis, Lancaster County Administrator to rezone ±21.36 acres from R-15P, Moderate Density Residential/Agricultural Panhandle District, to I-1, Light Industrial District. {Public Hearing} pgs. 72-99</p> <p><b>Tax Map 10, Parcel 1</b></p>	Andy Rowe		
<p><b>RZ-015-012</b> – Rezoning application of Sandhill's Medical Foundation to rezone ±2.28 acres from R-45A, Rural Residential/Intense Agricultural District <b>To</b> B-3, General Commercial District. The applicant is proposing to build a medical office building. {Public Hearing} pgs. 100-123</p> <p><b>TMS# 0156G-0B-002.00 &amp; p/o 0156G-0B-008.00</b></p>	Nick Cauthen		

<b>RNC-015-001</b> – Road Name Change Application – Belvedere Drive {Public Hearing} pgs. 124-131	Nick Cauthen
<b>RNC-015-002</b> - Road Name Change Application – Alpine Lane {Public Hearing} pgs. 132-140	Nick Cauthen
<b>RNC-015-003</b> - Road Name Change Application – Carolina Lane {Public Hearing} pgs. 141-148	Andy Rowe
<b>RNC-015-004</b> - Road Name Change Application – Cedar Lane {Public Hearing} pgs. 149-160	Andy Rowe
<b>RNC-015-005</b> - Road Name Change Application – Bowers Street {Public Hearing} pgs. 161-194	Andy Rowe

<b>New Business: APA Membership – Planning Commission Members</b>	
<b>Old Business: Planning Workshop Meeting Rescheduled for August 13, 2015 @ 5:00pm.</b>	

# Lancaster County Planning Department

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P.O. Box 1809

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## Memo

**To:** Lancaster County Planning Commission Members

**From:** Penelope G. Karagounis, Lancaster County Planning Director 

**Date:** July 15, 2015

**Re:** Director's Report for the July 21, 2015 Planning Commission meeting

## Message:

On July 14<sup>th</sup>, 2015, we had two cases for the Development Review Committee. Both of the commercial projects are located in Indian Land. One is a proposed fitness center named Anytime Fitness and the second one was a commercial building for two restaurants. The tentative restaurants are Highway 55 Burgers and a Marco's Pizza. On August 11, 2015 we have another DRC meeting scheduled for a "My Garage Suites" commercial project.

Our Thursday, August 6<sup>th</sup> Planning Commission Workshop has been rescheduled to Thursday, August 13, 2015. Our workshop meeting will begin at 5 and then at around 5:45 have our Planning Commission Workshop for the Unified Development Ordinance.

Thank you.

**PDD 015-027** – The applicant (Sinacori Homes) has submitted a rezoning application for an amendment to the official zoning map of Lancaster County. The applicant proposes that the zoning designation of Planned Development District (**PDD-015-027**) be applied to ±179.35 acres of property. {Public Hearing} pgs. *1-30*

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

**Alex Moore**

## PLANNING STAFF REPORT

### PDD-015-027(AVONDALE)

APPLICANT: SINACORI HOMES (MR. RUSS SINACORI)

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#### I. FACTS

##### A. GENERAL INFORMATION

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

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

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

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

**Voting District:** Brian Carnes, District 7

##### B. SITE INFORMATION

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

##### C. VICINITY DATA

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

**D. EXHIBITS**

1. **Avondale PDD Application & Applicant Response Letter**
2. **Avondale Mixed Use District Ordinance PDD-27 (Proposed)**
3. **Lancaster County Future Land Use Map**
4. **11"x17" Plans (large copies were provided at the Planning Commission Workshop).**

**II. FINDINGS**

**A. CODE CONSIDERATIONS**

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

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

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

**B. PROPOSED AVONDALE PDD-REVISED**

**On July 6<sup>th</sup>, 2015 the applicant re-submitted a revised version of the proposed Avondale Planned Development District (PDD-015-027).** The submittal includes the revised Avondale PDD Master Plan and revised Avondale PDD Ordinance. The proposed PDD remains a mixed use development on ± 179.35 acres located between Calvin Hall Road and Harrisburg Road. The revised Master Plan indicates the following:

1. The number of dwelling units proposed has been lowered from  $\pm 1010$  residential units to  $\pm 820$  dwellings units (as enumerated on Master Plan).
2. The revised components of the proposed Villages as listed on the revised Master Site Plan are as follows:

- **VILLAGE A:** civic/institutional use
- **VILLAGE B:**  $\pm 220$  senior residences
- **VILLAGE C:**  $\pm 200$  townhome units
- **VILLAGE D:**  $\pm 184$  single-family lots
- **VILLAGE E:**  $\pm 112$  single-family lots
- **VILLAGE F:**  $\pm 104$  single-family lots

**$\pm 820$  DWELLING UNITS PROPOSED PER MASTER PLAN**

### III. CONCLUSIONS

Upon reviewing the revised Master Site Plan and proposed PDD Ordinance, Planning Staff has noted lingering deficiencies in the Avondale PDD application package.

Subcategories **A, B, C, D, E,** and **F** below enumerate these deficiencies.

#### **A. Density**

- 1) As noted above, the aggregate number of dwelling units within the proposed PDD has been reduced from  $\pm 1,010$  units to  $\pm 820$  units on the revised Master Plan. The Master Plan indicates that dwelling units per acre figure has been reduced overall and within each of the respective villages.

*However,* Planning Staff has noted a discrepancy between the overall number of units identified on the Avondale Master Plan and the overall number of units identified within the Avondale Ordinance. The Master Plan indicates that Villages C, D, E, and F will contain up to 600 residential units as a whole.

Conversely, the Avondale Ordinance indicates that Village C will contain up to 200 units and that Villages D, E, and F will contain up to 600 units. See Section 11 of the proposed Avondale Ordinance.

With the additional maximum 220 units within Multi-Family Village B, the Avondale Ordinance allows for a maximum of 1020 units as opposed to the 820 units allowed by the Master Plan. Planning Staff requests that the Applicants address this discrepancy and clarify which figure will be used within the Avondale PDD.

- 2) Also of critical importance is that the Avondale PDD density figures have not been calculated in accordance with UDO Section 13.12.1.11(b)(c)(vii). This UDO section is noted as follows:

*Density: Density is based on buildable land. Common Open Space cannot be used to calculate density. Roads will be allowed to be included when determining density.*

If the open space is removed from the calculation then the densities will be greater than currently indicated.

- 3) Finally, Planning Staff cannot readily verify the density figures proposed within the proposed Avondale PDD due to acreages not being provided for the respective Villages. Only the overall acreage of  $\pm 179.35$  and the  $\pm 4.0$  acres within Village A have been provided.

## **B. Uses**

- 1) Staff also requests that the applicant clarify the residential uses which are proposed within Villages D, E, and F. The applicant's response letter indicates that these Villages will be developed as a "traditional single-family type community." However, the Avondale Ordinance indicates that duplexes will be included within these Villages.

Please note Section 9 (Definitions) of the Avondale PDD Ordinance which includes duplexes within the definition of multi-family. Planning Staff recommends that duplexes not be allowed within any Village within the Avondale PDD which is designated as 'Single-Family.'

- 2) Additionally Staff notes that the Avondale Master Plan appears to be labeled incorrectly with respect to Villages D, E, and F as the designation of "Single-Family Attached (Townhomes)" is prescribed to these Villages by the Applicant. The Applicant has indicated that these Villages will be Single-Family lots rather than Single-Family Attached Townhomes. Planning Staff asks that this discrepancy be addressed.
- 3) Finally, Planning Staff would like to address the issue of Village A, Civic/Institutional. The Lancaster County PDD Ordinance does allow for a substitution of land for public use for the required 5% commercial component. Staff contends that this requirement must transpire on a 1:1 basis.

The Avondale Master Plan indicates that 4 acres of land will be devoted to public use. Based on a 1:1 ratio, this would mean that  $\pm 8.95$  acres would need to be devoted to this public use rather than the 4 acres indicated.

The Applicant has noted that a portion of Village B will be devoted to commercial uses though it is not clear what the square footage of this use will be. Planning Staff requests clarification on this issue.

### C. Dimensional

- 1) The minimum lot width for single-family uses under the current PDD standards is 55'. This project proposes a minimum lot width of 50' which does not conform with Lancaster County UDO standards for PDDs.
- 2) Staff would also like to note that per the Master Site Plan there are up to 400 single-family lots proposed. The applicant proposes three lot widths for the single-family lots:
  - 50' 184 lots (46% of 400 lots)
  - 61' 112 lots (28% of 400 lots)
  - 70' 104 lots (26% of 400 lots)

These proposed percentages are not in compliance with the UDO. The PDD requirement is that a maximum of 33% of the lots in residential developments are allowed to have the same street frontage (UDO Section 13.12.1.11(b)(ix)). This issue needs to be addressed by the Applicant so that conformity is achieved with respect to the maximum percentage of 33% for any single-family lot-width.

- 3) Planning Staff would like to note that the applicant has removed all alleys from the proposed PDD. The PDD regulations require that alleys be provided for single-family lots which are less than 60' in width. The applicant proposes a substantial number of lots less than 60' in width. However, it should be noted that generally the Lancaster County Fire Service does not wish to see alleys proposed in residential developments.
- 4) Finally, Planning Staff would like the Applicant to reconsider the maximum heights proposed within the Avondale PDD. The Avondale PDD Ordinance indicates that buildings within Village B could have a maximum height of 60' while buildings within Village C would be allowed a maximum height of 50'.

The Lancaster County UDO currently allows for a maximum height of 35' in all zoning districts except for B-3 (50') and I-2 (35'). Exceptions to these height limits can be made per the requirements of UDO Section 5.6.4 which requires buildings with proposed heights exceeding 35' to meet specific safety parameters. It is ultimately up to the County Building Official, after consultation with appropriate County Emergency Officials, to approve or deny these building heights. This process would occur with the submittal of building plans by the Applicants to the Lancaster County Building Department. This process can occur concurrently with Preliminary Plan Submittal if the Applicant so chooses.

While it is likely that the required safety parameters can be met, there is also the important consideration of compatibility with the existing conditions in the vicinity of this proposed PDD.

Section 13.2.1.6 of the Lancaster County UDO requires that ***Any use proposed by the developer and considered by the Planning Commission as***

***being compatible to other nearby uses within and beyond the district shall be permitted in such a district, upon approval by the Planning Commission and County Council.***

The majority of the uses within the vicinity of the proposed Avondale PDD are comprised of single-family residential homes. Staff has a responsibility in this instance to ensure that a potential incompatible use is not established resulting in an adverse impact upon the public's general welfare.

Based on the above, Planning Staff asks the Applicant to demonstrate how the proposed maximum heights within Village B and Village C will be compatible with nearby uses beyond the boundaries of this proposed PDD.

**D. Buffering**

- 1) The current PDD regulations require that a 30' wide landscaped buffer with a 6' berm be provided for that portion of the PDD abutting existing roads. The applicant is proposing that the required 30' buffer be provided where the project abuts existing perimeter roads with the exception of Village B. The applicant proposes that this portion of the PDD meet the landscaping requirements of the Highway Corridor Overlay District.

**E. Traffic Impact Analysis (TIA)**

- 1) The TIA has been revised and was resubmitted on July 6<sup>th</sup>. As noted within the previous staff report a third-party traffic engineer (Parsons Brinckerhoff) was engaged on this project. The third-party review on the previous submittal was received by the Planning Department. The PDD was subsequently deferred to July 21<sup>st</sup> and the project has been redesigned and another TIA has been prepared. This revised TIA will also need to be reviewed by the third-party traffic engineer.
- 2) The results of the third-party TIA review of the revised Avondale PDD will be provided at the Planning Commission meeting on July 21<sup>st</sup>.
- 3) As of press-time the required payment for this third-party review has not been received from the Applicant. Remittance of this payment was originally requested by July 6<sup>th</sup>.

**F. Proposed Building Elevations (Typical)**

- 1) The applicant has not submitted typical building elevations in accordance with UDO Section 13.12.4(c)5(e):

***Principal side(s) buildings elevations for typical units of new buildings or exterior remodeling of existing buildings, showing building heights and proposed wall sign or window sign area.***

These elevations would further aid the Planning Staff and Planning Commission in making a determination regarding the issue of neighborhood compatibility raised within "Section C. Dimensional" of this report.

The Applicant has noted within their response letter that these elevations have been previously presented at the May 19<sup>th</sup>, 2015 Planning Commission Meeting. This meeting was for discussion purposes only.

Some of the elevations provided at the May 19<sup>th</sup> meeting appear to be stock photos for illustrative purposes only. It is not specified which of these structures will comprise the buildings within Mixed Use Village B (Senior Residences). Additionally these elevations do not illustrate the heights of the buildings and how they may be compatible with the surrounding area.

#### **IV. RECOMMENDATION**

Although Lancaster County currently has 26 PDD's, Planning Staff has consistently recommended denial of these proposals. This is due to the fact that such developments place a tremendous strain on County services. The issue of PDDs within the County has greatly contributed to the need to re-write the Lancaster County Unified Development Ordinance. This process is currently well underway and it is expected that PDDs will be replaced by mixed use districts.

The above conclusions presented in Part III indicate that the proposed Avondale PDD is not in conformance with Lancaster County UDO standards for a PDD Zoning District. As a result, Planning Staff advises that the Planning Commission vote to recommend **DENIAL** of the Avondale PDD application.

LANCASTER COUNTY

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

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

FILE COPY

- The application is for amendment to the: (check one)
  - District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
  - Ordinance Text (fill in items # 8 & 9 only)
- Give either exact address or tax map reference to property for which a district boundary change is requested: See attached list of Parcel Numbers, addresses and property owners.
- How is this property presently designated on the map? B-3 and R-15P
- How is the property presently being used? Existing Homes/Residences & Vacant Parcels
- What new designation or map change do you propose for this property? Planned Development District (PDD)
- What new use do you propose for the property? Creation of a planned development consisting of commercial, office, retail, residential uses.  
EXPLAIN UNDER ITEM #9 WHY THIS AREA SHOULD BE REDESIGNATED OR CHANGED.
- Does the applicant own the property proposed for this change?  YES  NO If no, give the name and address of the property owner and attach notarized letter from property owner: 10055 Hardsburg Road  
(Please see attached list of property owners, parcel numbers, and joinder Agreements)
- If this involves a change in the Ordinance text, what section or sections will be affected? N/A
- Explanation of and reasons for proposed change: To allow for the creation of a planned development district to incorporate the highest and best uses within a mixed use community.  
(attach another page if additional space is needed)
- Applicant's can request a 5 minute PowerPoint presentation at County Council to be given during the ordinance reading time and at 1<sup>st</sup> reading only. You will be allowed 5 slides or less. This information must be given to the Clerk to Council by the Friday prior to the Monday Council meeting. Please check the appropriate box to indicate whether or not you will be giving a PowerPoint presentation.  YES  NO

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

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

ADDRESS:  
PO Box 471785  
Charlotte, NC 28247

Phone  
704 543-7474

  
SIGNATURE

# Exhibit 1

**FILE COPY**



RECEIVED  
7-8-15  
VIA EMAIL

**Date:** July 06, 2015  
**Project Name:** Avondale /PDD- 27  
**To:** Ms. Penelope Karagounis, Planning Director  
Mr. Alex J. Moore, AICP  
Lancaster County Planning Department  
**Re:** Response to Staff Analysis/Comments provided on June 10, 2015

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On behalf of the applicant/Ed Estridge/Sinacori Homes, for PDD- 27 please find the following responses to staff comments received from Lancaster County on June 10, 2015 regarding the Avondale project submittal:

**Density:**

1. As noted within the findings section of the staff analysis, the Avondale PDD proposes a single-family density of 5.5 DU/AC. This is above the maximum allowed PDD density for this land use which is 4.0 DU/AC.

*Applicant Response: Agreed. This has been revised. Avondale PDD- 27 density has since been revised as part of the most recent July 6<sup>th</sup> Master Plan and PDD-27 Ordinance submission, to reflect a max density of "up to 4.0 du/acre" for the Single family residential aspects of the project. Density has been calculated as further defined in the Ordinance.*

2. As noted within the findings section above, the Avondale PDD proposes a multi-family density of 18 DU/AC. This is above the maximum allowed PDD density for this land use which is 8.0 DU/AC.

*Applicant Response: Agreed: This has been revised. Avondale PDD- 27 density has since been revised as part of the most recent July 6<sup>th</sup> Master Plan and PDD-27 Ordinance submittal, to reflect a max density of "up to 6.8 du/acre" for the Multi-family residential aspects of the project. Density has been calculated as further defined in the Ordinance.*

3. The density as measured needs to be net in that the common open space is not included with the calculation.

*Applicant Response: Disagree: Per Lancaster County's Unified Development Ordinance, Section 1-201 (Definitions), density is "the number of dwelling units per gross acre of developed land, excluding land devoted to streets, alleys, parks, playgrounds, schools or other public uses. We are unaware where this specifies that "Common Open Space" should also be omitted in this calculation.*

*Common Open Space is construed as being "private" since these areas are being set aside for the use and enjoyment of the Avondale community residents, (not the public) and as such, these areas are considered to be eligible for being included in this calculation. We are requesting that interior landscape buffer areas be included in open space calculations, since these areas are "commonly held" to be maintained by the Avondale HOA and as such, have value as part of the overall natural project open space system. Similar to pocket parks, tree save areas, and other passive/natural open spaces located throughout the project.*

**Uses:**

1. Please define single-family. Will this be age restricted or traditional single-family?

*Applicant Response: Villages D, E & F illustrated on the PDD Master Plan are intended to be developed as a traditional single-family type community.*

2. Will any of the projects be age-restricted?

*Applicant Response: Not at this time, the Petitioner is not proposing to designate any Age-restricted housing or villages. However, Village B is being designated as a Mixed Use Senior Type Village with a host of alternative Senior Type land uses.*

**Dimensional:**

1. The minimum lot width for single-family uses under the current PDD standards is 55'. This project proposes a minimum lot width of 45'.

*Applicant Response: Agreed. The Avondale PDD Master Pan and proposed PDD-27 Ordinance has been revised to reflect a minimum lot size of 50' in width. The 45' wide alley-loaded lots shown previously have been removed from the project.*

2. None of the proposed single-family lots in Village B meet the minimum PDD lot width requirement of 55'. The Master Site Plan indicates that Village B will contain up to 120 single-family lots that are 50' wide.

*Applicant Response: Agreed – However this has changed. The proposed minimum lot width in the Avondale PDD- 27 has since been revised as part of the most recent July 6<sup>th</sup> revised Master Plan and PDD-27 Ordinance submittal, to reflect a minimum lot width of 50' wide.*

*Village B is now being proposed to be developed as a Senior Residences/Senior Housing Village with a Senior Daycare component as well.*

4. None of the proposed single-family lots in Village C meet the minimum PDD lot width requirement of 55'. The Master Site Plan indicates that Village C will contain up to 200 lots with widths of 45' and 50' respectively.

*Applicant Response: Agreed – However this has changed. Village C within the Avondale PDD- 27 master Planned Development is proposed to be developed with Townhomes.*

5. Approximately 66% of the lots in Village D (distributive estimation) would not meet the minimum PDD lot width requirement of 55'. Approximately 79 of the Village D lots would have widths of 45' and 50' respectively.

*Applicant Response: Agreed – However this has changed. Village D within the Avondale PDD- 27 master Planned Development is proposed to be developed with 50' wide, single family detached type Residences. Villages E & F are planned to provide single family lots with 61' wide and 70' wide frontage dimensions respectively. These type lots all exceed the minimum lot width required in the UDO*

6. Approximately half the lots in 560 single-family lots (81%) would not meet the minimum lot width requirement of 55'.

*Applicant Response: Agreed – However this has changed. Villages E and F within the Avondale PDD- 27 Mixed Use Master Planned Development are fully compliant with the minimum lots width requirements outlined in Section 13.2 of the UDO (PDD Section).*

*However, Village D does propose to have 50' wide single family, front loaded type lots. This represents less than 31% of the total amount of single family lots that are being requested as part of the total number of proposed single family lots.*

**Open Space:**

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

*Applicant Response: Agreed - Proposed open space will be a combination of each type mentioned. e.g.; active, passive and natural.*

*Active Open Space areas will be comprised of a large amenity area, which will include features such as a pool, bath house, and possibly a playground and/or a gazebo or canopy structure area to host various neighborhood sponsored outdoor activities.*

*Passive Open Space areas will include various open space areas, lawn areas, pocket parks, sidewalks, paths or potential trails. We are requesting that this also include landscape areas within internal landscape project buffers.*

*Natural Open Space* areas will include areas such as streams and tree canopy. We are requesting that this also include landscape areas within internal landscape project buffers.

**Connectivity:**

1. The applicant is seeking a subdivision variance from the minimum connectivity ratio of 1.4. The applicant is currently providing a connectivity ratio of 1.2.
2. *Applicant Response: Agreed – However this has changed. The PDD Master Plan has been revised to reflect a connectivity ratio of 1.4*
3. The internal village access is indicated within the legend needs to be clarified.

*Applicant Response: Agreed. The legend has been updated to include "Potential Stub Street". Notations/icons for an "Internal Village Access" has been removed from the legend/plan. The road network has been revised to show these revised attributes.*

**Buffering:**

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

*Applicant Response: Agreed. However this has changed a 30' foot buffer has been shown along the PDD boundary abutting existing public perimeter roads with the exception of Village B, which will Landscaped to be consistent with the County's more recently approved Highway Overlay landscaping requirements. The applicant requests this flexibility along the frontage of Village B in case the new Highway Overlay requirements and the PDD roadside buffering & berming requirements do not conflict causing a potentially unappealing visual design solution.*

**Traffic Impact Analysis:**

1. As noted above within the findings section, the applicant has submitted a TIA for this project.

*Applicant Response: Agreed.*

2. SCDOT has reviewed the TIA and due to the complexity of the project has recommended that the TIA be reviewed by a third-party traffic engineer.

*Applicant Response: TIA comments have been provided by the third party reviewer and a revised TIA has been submitted by the Applicant's Traffic Consultant along with the more recently updated PDD-27 Avondale Mixed Use Master Plan submitted on July 6<sup>th</sup>.*

3. A third-party traffic engineer has been engaged on project.

*Applicant Response: Agreed*

4. Planning Staff has noted that the current TIA does not accurately reflect the most recently submitted Master Site Plan of June 2<sup>nd</sup>, 2015.

*Applicant Response: Disagree. The TIA has been revised and re-submitted by the Applicant's Traffic Consultant along with the more recently updated PDD-27 Avondale Mixed Use Master Plan submitted on July 6<sup>th</sup>.*

5. Due to the updated site plan the third-party traffic engineer has recommended that the TIA be amended to reflect the Master Site Plan which was submitted on June 2<sup>nd</sup>, 2015.

*Applicant Response: A revised TIA has been submitted by the Applicant's Traffic Consultant along with the more recently updated PDD-27 Avondale Mixed Use Master Plan submitted on July 6<sup>th</sup>.*

**Proposed Building Elevations (Typical):**

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

*Applicant Response: Representative Building elevations were shown and copies provided to staff during the applicants presentation to the Planning Board on May 19<sup>th</sup>. Additional copies of these elevations can be provided upon request.*

**Sidewalks:**

1. A very important aspect of Planned Development Districts includes walkability. It is a requirement that resident will be able to access all portions of the PDD including open space and commercial areas via sidewalks.

*Applicant Response: Agreed. At a minimum, the petitioner proposes to provide sidewalks on one side of each street and/or both sides of collector streets within the proposed Avondale Mixed Use Development. Common Open Space areas with street frontage will have necessary sidewalk or soft surface paths to promote pedestrian accessibility. These details will be provided during the Preliminary Plan stages of the subdivision design process.*

2. Sidewalks are required on at least one side of all streets.

*Applicant Response: Agreed. Petitioner proposes to provide sidewalks on at least one side of each street throughout the Avondale community.*

3. Sidewalks are required on both sides of collector and arterial streets (Calvin Hall Road).

*Applicant Response: Agreed. Petitioner proposes to provide sidewalks on both sides of newly proposed collector and arterial streets. Whether sidewalks will be allowed within the SCDOT Right of Way along Calvin Hall Road (existing & proposed realignment) will be a topic for further discussion during the Preliminary Plan stage of the design process (subject to SCDOT approval)*

4. Sidewalks are encouraged on both sides of all streets.

*Applicant Response: The applicant expects to comply with current code requirements as stipulated above for the provision of sidewalks, depending on street types as further specified in Lancaster County's UDO or as further defined in the PDD-27 Ordinance.*



STATE OF SOUTH CAROLINA )

)  
COUNTY OF LANCASTER )

Avondale Mixed Use Site  
Development Ordinance PDD – 27

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

**Section 2. Purpose; PDD-27.**

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

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

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

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

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

**Section 7. Master Plan Amendments.**

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

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

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

(1) Lot sizes and mixtures may be adjusted and moved throughout the various single family and Multi-family Villages, referred to as Villages C, D, E & F. provided, that, the minimum lot size is not less than 5,000 square feet in total size and the lot width is not less than 50' feet in width for single family residential lots or 20' feet in width for Multi-family lots. The total lot count for Single family detached lots and Multi-family attached units shall not exceed 600 total units for Villages C, D, E & F.

(2) Village A consists of a planned 4 acre land dedication, intended as a "flex" Public Civic/Institutional/Park and Recreation site "to be dedicated" to Lancaster County for the use and enjoyment by the citizens, upon successful approval of the requested PDD- Rezoning. This four (4) acre land area is intended to be developed by Lancaster County or its designee as a Public Civic/Institutional/Park and Recreation Site and is being considered in lieu of providing required Commercial as provided for in Section 13.2.b.xi.d of the Lancaster County UDO

*\* If it is appropriate, institutional land set aside for public use may replace the commercial or industrial development requirement.*

(3) Village B may be developed as a mixture of Senior Residences/Senior Housing/Senior Daycare site which is planned to serve a variety of senior type land uses which may or may not include the following, Independent living, Assisted Living, Memory care, Respite care, Continuing Care facilities, Hospice or Nursing type units and facilities. These uses are intended to be supported by "accessory" services/ commercial uses that will be internal to the Senior Residences complex facility. These accessory commercial uses may include one or several of the following; based on market conditions and operator/user programming preferences, Beauty Shop, Barber Shop, Ice Cream Shop, Coffee Shop, Ancillary food services, Newsstand, Pharmacy, Eye care shop, Doctors Office, Dental Office, Fitness, Workout and/or Exercise club room areas. These Accessory commercial uses shall be allowed administratively as a Use by Right within PDD- 27 and shall not require an amendment to the PDD Zoning or any other sort of Variance, Change of Use or Special Use permit to initiate occupancy from a zoning standpoint, only a requisite building permit. These accessory commercial uses are intended to serve those individuals living in the Senior residences or patrons enrolled in the Senior Day Center/ Senior Day Care facility.

- (4) Village C may be developed with Multi-family housing with Townhomes or Duplexes which may consist of up to 200 Townhomes.
- (5) Park/Recreation or Civic uses (to be developed by others) anywhere within the boundaries of Village A may be utilized as part of the calculation of overall project density, since the dedication of this acreage will not cause a decrease in the overall number of lots/units allowed within PDD 27.
- (d) Alterations may be made to lot lines and dimensions, roadway alignments, and other configurations as necessary to implement the changes in land use authorized in subsection (b) of this section. These alterations shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.
- (e) Land use changes authorized by this section are effective upon the property owner filing with the Planning Department a document showing the change. These Land Use changes shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.

**Section 8. Land Uses.**

- (a) The land uses authorized for the Development are as follows:
  - (1) Village A: Civic/Institutional/Park & Recreation.
  - (2) Village B may be developed as a mixture of Senior Residences/Senior Housing/Senior Daycare site which is planned to serve a variety of senior type land uses which may or may not include the following, Independent living, Assisted Living, Memory care, Respite care, Continuing Care facilities, Hospice or Nursing type units and facilities. These uses are intended to be supported by “accessory” services/ commercial uses that will be internal to the Senior Residences complex facility. These accessory commercial uses may include one or several of the following; based on market conditions and operator/user programming preferences, Beauty Shop, Barber Shop, Ice Cream Shop, Coffee Shop, Ancillary food services, Newsstand, Pharmacy, Eye care shop, Doctors Office, Dental Office, Fitness, Workout and/or Exercise club room areas. These Accessory commercial uses shall be allowed administratively as a Use by Right within PDD- 27 and shall not require an amendment to the PDD Zoning or any other sort of Variance, Change of Use or Special Use permit to initiate occupancy from a zoning standpoint, only a requisite building permit. These accessory commercial uses are intended to serve those individuals living in the Senior residences or patrons enrolled in the Senior Day Center/ Senior Day Care facility.
  - (3) Villages C: Multifamily residences including duplexes, or townhomes.
  - (4) Villages D, E & F: Single Family residences including duplexes.
- (b) Each Village may be developed with any land use allowed in the Table of Permissible Uses as contained in the UDO for the respective land use district designation (residential, commercial) unless otherwise provided in this Ordinance. Commercial land uses are intended to be limited to Village B in support of the Mixed Use Senior Residences/ Senior

Housing/ Senior Daycare facilities as further described in Section 8(a)(2) and/or as allowed through administrative review as further outlined in Section T(c)(3), above.

(c) The following land uses are prohibited in PDD-27:

- (1) Adult entertainment;
- (2) Auto business, etc.
- (3) Automobile wrecking and/or junk salvage yard;
- (4) Commercial kennels;
- (5) Industrial mining;
- (6) Livestock auction house;
- (7) Lumber and/or building materials dealer;
- (8) Manufactured home type units;
- (9) Modular housing;
- (10) Motorized race and testing track;
- (11) Pistol, rifle, skeet range or turkey shoot;
- (12) Private or commercial horse stables; and
- (13) Rooming and boarding houses.

(d) In areas designated for Mixed Use Senior Housing Senior Residences/Senior Housing/Senior Daycare facilities as further described above in 8.(a)(2).Section commercial uses will be allowed only as accessory uses within any of the above listed the Senior Facilities, to be located in Village B.

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

Accessory Uses – A use that is incidental or insubstantial in and of itself or in relation to the principal use.

Assisted Living - A system of housing and limited care that is designed for senior citizens who need some assistance with daily activities but do not require care in a nursing home.

Assisted Living Apartments - A system of housing and limited care that is designed for senior citizens who need some assistance with daily activities but do not require care in a nursing home. Residents are housed in Apartments style units

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

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

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

Continuing Care - Communities that provide access to independent living communities, as well as assisted living and skilled nursing. Residents can transfer among levels of care as needs change. Commonly referred to as CCRCs.

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

Density – The amount of residential development permitted on a given parcel of land, typically measured in dwelling units per acre (total residential units / total development land area)

Dependent Living Facility - Nursing homes, rest homes and homes for the aged which are designed for persons who need a wide range of health and support services located on the site, such as medical and nursing care, central dining, and transportation services. Residents are generally housed in Apartment style units.

Hospice – A home providing care for the sick, especially the terminally ill

Independent Living - Nursing homes, rest homes and homes for the aged which are designed for older or disabled persons who do not require health and support services located on the site, such as medical and nursing care, central dining and transportation services. Each living unit within the facility is a self-contained dwelling unit, which is physically accessible to.

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

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

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

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

Memory Care - A distinct form of long-term skilled nursing that specifically caters to patients with Alzheimer's disease, dementia, and other types of memory problems.

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

Nursing Care - Facility that offers long-term care for individuals who need rehabilitation services or who suffer from serious or persistent health issues

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

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

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

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

Respite Care - Short-term accommodation in a facility outside the home in which a loved one may be placed, providing temporary relief to caregivers

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

Retirement Community – Senior Living group facility that offers group dining services, basic housekeeping and laundry services, transportation to appointments and errands, activities, social programs, and access to exercise equipment. Typically supported by emergency live-in managers, management agency offices, and support amenities like pools, spas, clubhouses, and on-site beauty and barber salons, etc.

Senior Apartments – most common type of independent senior living. Services usually include recreational programs, transportation, and meals service.

Senior Housing/Residences – Senior communities that offer single-family homes, duplexes, m, townhouses, cottages, or condominiums or apartment-style independent senior living which offers residents the option to rent or buy.

Senior Day Care - A facility for the supervised care of older adults; providing activities such as meals and socialization one or more days a week during specified daytime hours. The participants, primarily persons with physical and/or mental limitations who need socialization, physical assistance, and/or psychological assistance, return to their homes, or senior apartments each evening. The program is often used as respite by family members caring for an older person who cannot be left alone safely in the home.

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

## **Section 10. Development Regulations.**

- (a) Unless otherwise provided in this Ordinance, the development of the Property must comply with the UDO. To the extent that this Ordinance may contain zoning and development standards which conflict with zoning and development standards contained in the UDO, the standards contained in this ordinance control and supersede the UDO provision.
- (b) Notwithstanding the applicable provision of the UDO, the following development regulation applies to the development of the property:
  - (1) Block and Roadway Configuration- Block lengths, block widths, and cui-de-sacs may vary, provided, that it does not exceed 1,000 feet and adequate fire protection criteria is maintained.
  - (2) Sidewalks and Public Crosswalks -- Connectivity shall be provided through the use of sidewalks to link various areas of the site. Sidewalks will be provided on one side of the secondary streets and along both sides of all major roads in the community and the entrance road.
  - (3) Driveways- No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the subdivision or commercial areas from Harrisburg Road, Calvin Hall Road and other external surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT").

- (4) Buffers - Buffers and setbacks, for the perimeter of the development, shall be in accordance with Section 13.12 of the UDO unless otherwise specifically provided in this ordinance. An internal Type 3, 25' wide buffer, meeting the requirements of Section 12.9 of the UDO, shall be provided between the internal residential and commercial uses of the development.
- (5) Parking- Parking shall be provided in accordance with Section 17 of this ordinance. Parking may be shared for uses located within Villages A & B provided that cross access agreements and shared parking agreements are registered with the owner with copies provided to the Lancaster County Planning Department.
- (6) Open Space requirements- For purposes of applying Section 17.1(2)(b)(I) of the UDO to the development, the narrow strip of common area must be at least twenty-five feet (25') in width.
- (7) Open Space requirements- For purposes of applying Section 17.1(2)(a) of the UDO to the development, sidewalk and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the development's Open Space calculations.
- (8) Flood way Restrictions - In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.
- (9) Floodplain restrictions -- In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank area unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (10) Submission Requirements -- Environmental Characteristics of the Site - When submitting flood frequency information as a part of the subdivision approval process, the person seeking subdivision approval is required to submit only one hundred (100) year frequency flood information, provided, however, buildings or fill material shall not be placed within a FEMA one hundred (100) year floodplain without a LOMR-F.
- (11) Connectivity-- The maximum connectivity index required for PDD-27 is 1.4.

**Section 11. Density/Intensity.**

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

<u>Land Use</u>	<u>Density/Intensity</u>	<u>Total Number of Acres/Units/ Facilities</u>
Single Family Village D, E and F	up to 4.0 Dwelling Units/ acre, on average	Up to 600 Dwelling Units

Multifamily Village C	Up to 6.8 Dwelling Units/ acre, on average	Up to 200 Dwelling Units
Mixed Use Village B		
Senior Residences/Apartments	Up to 8.8 Dwelling Units/acre	Up to 220 Dwelling Units
Senior Housing/Senior Daycare	N/A	Up to 6000 sq. feet GFA

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

(c)(1) The Property Owner may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or portions of the commercial square footage from any component or area within the Property to any other Component or area within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building area of commercial property) allocated to a Component by an Assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Component, the unused density shall revert to the Master Developer for allocation to any other Component.

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

(3) The Property Owner shall issue a certificate stating the maximum development intensity allowable on any tract within the Property consistent with

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

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

Land Use	Min. Setback	Min. Side Yard	Min. Rear Yard
Single Family Villages D, E & F	20'	5'	25'
Multi-Family Village C	20'	7'	25'
Senior Mixed Use Village B	25'	5'	15"

- (b) The setbacks on internal private roads, alleys and/or parking within a residential, commercial, or multi-family use development will have no setback requirements; except to satisfy underlying fire access or emergency management vehicular requirements
- (c) Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area.
- (d) HVAC equipment may encroach 4' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes, in prevention of HVAC units being located next to each other.
- (e) Alley product is allowed in Village C with the 40' min lot width. If alley loaded product is utilized in Village C than the rear yard shall be 10' from the edge of the alley for those lots.
- (f) Setbacks along a private road within a residential/ multifamily use shall be measured from the back of curb.

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

Land Use	Maximum Building Height
Single Family Villages D, E & F	35'
Multi-Family Village C	50'

Senior Mixed Use Village B 60'

Park/Open Space N/A

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

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

<b>Land Use</b>	<b>Minimum Lot Size*</b>
Single Family Villages D, E & F	5000 sq. feet (detached)
Multi-Family Village C	1000 sq. feet (attached)
Mixed Use Villages	
Commercial/Retail in support of Senior Residences/	Up to 15,000 S.F/GFA
Senior Daycare	Up to 6,000 S.F/GFA
Park/Open Space	No Minimum

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

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

<b>Land Use</b>	<b>Minimum Lot Width</b>
Single Family Villages D, E or F	50' (detached) For front loaded type lots
Multi-Family Villages B	20' (attached)
Senior Mixed Use Villages B	100'
Civic/Park/Open Space	No Minimum

Note\* Village B, designated as a "mixed-use senior village" may, as an alternative, be developed, either in part of in its entirety with 50' single-family detached lots, should market conditions require this modification.

**Section 16. Buffers.**

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

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

- (b) If the Property Owner can demonstrate to the Planning Director that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Planning Director shall waive the buffer requirements for that site.
- (c) There shall exist a fifty foot (50') buffer along the southern property line of the PDD (Lancaster County Tax Map Number 0005-00-018.00) that is adjacent to a portion of Lancaster County Tax Map Number 0005-00-077.00, as well as a fifty foot (50') buffer along the western property line of the property owned by Glen Laurel Homeowners Association (Lancaster County Tax Map Number 0005H-0C-001.01), as further reflected on the Preliminary Master Plan, labeled as "50' Buffer".

**Section 17. Parking.**

- (a) All uses within the PDD may utilize on street and/or alley parking to meet the requirements of Section 11.2 of the UDO. If parking is allowed on any road within this development regardless of which section it is allowed in, the road must be wide enough to allow the parking of vehicles on the street and the travel width of the road must be at least 24 feet excluding the parking areas. Multi-level/commercial parking garages are an allowed use in Villages A and B of the PDD.
- (b) For commercial or retail uses located in Senior Mixed Use Village B, no additional parking is required since these uses are only intended for use by the Senior Residents.

**Section 18. Roadways and Traffic.**

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

Street Standards

R/W Width

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

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

**Section 19. Street Lighting.**

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

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

building, housing, electrical, plumbing, and gas codes. A certificate of occupancy for the Model Homes shall not be issued until the Model Homes are connected to central water and sewer service and must meet otherwise applicable requirements. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

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

**Section 22. Open Space.** Storm water detention facilities and project buffers that do not front along roadways may be included as Open Space.

**Section 23. Density.** The amount of residential development permitted on a given parcel of land, typically measured in dwelling units per acre (total residential units / total development land area). Storm water detention facilities, creeks, streams, wetland areas and tree save/ preservation areas, along with internal open space areas, pocket parks, perimeter buffers that do not front along public roadways can also be utilized to calculate density.

**Section 24. Severability.** If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

**Section 25. Controlling Ordinance.** To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 26. Effective Date.** This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

\_\_\_\_\_  
Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie Hardin, Clerk to Council

1<sup>st</sup> reading:

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

## **EXHIBIT A**

**Avondale Site**

**Planned Development District (PDD-27)**

**Master Plan**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**PDD-015-027  
Future Land Use Map**



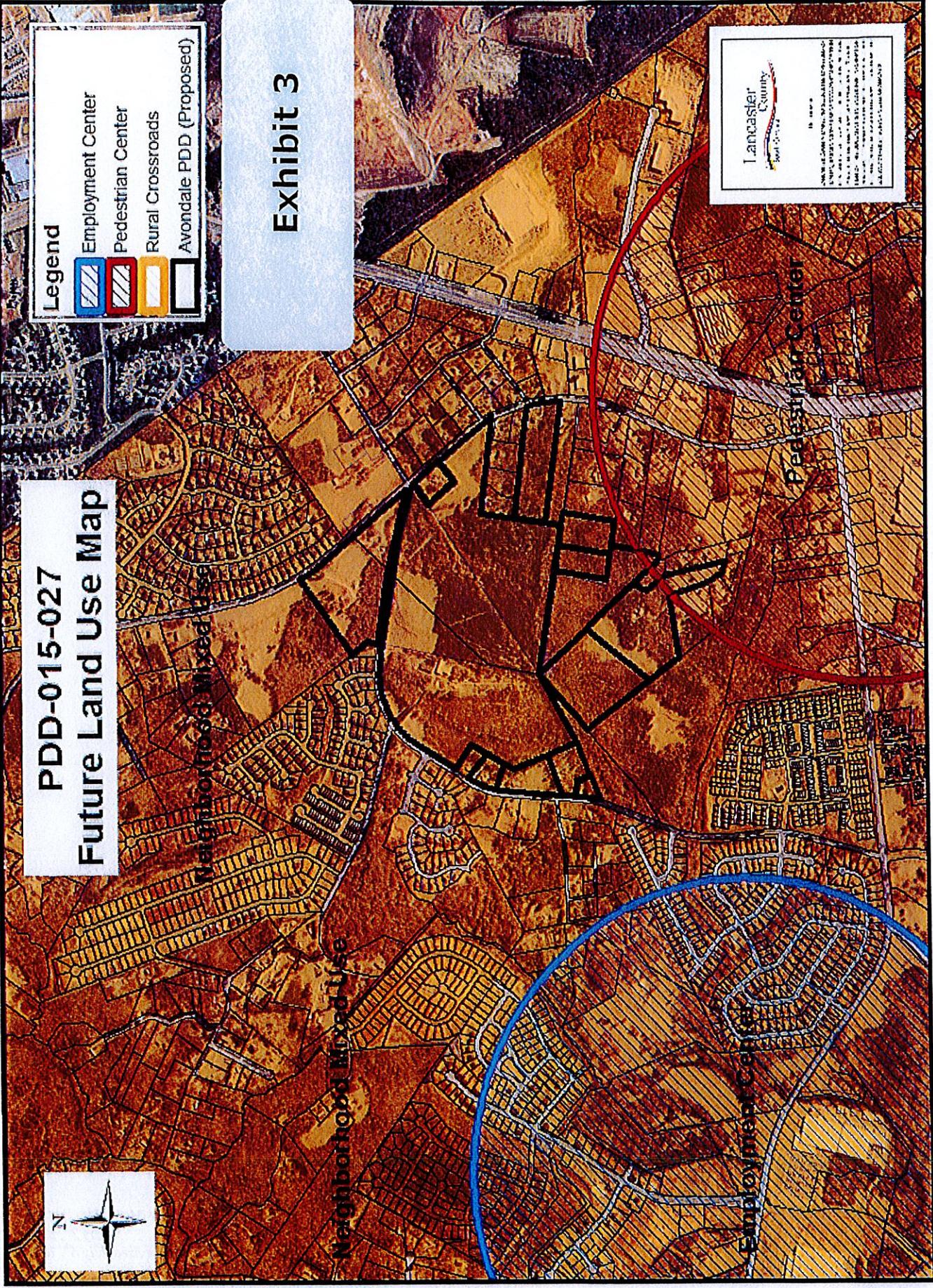
**Legend**

- Employment Center (Blue hatched box)
- Pedestrian Center (Red hatched box)
- Rural Crossroads (Yellow hatched box)
- Avondale PDD (Proposed) (Black outline box)

**Exhibit 3**

**Lancaster County**  
1870-1970

PLANNING DEPARTMENT  
1000 N. MARKET STREET, SUITE 1000, LANCASTER, PA 17602  
TEL: 717/397-1000 FAX: 717/397-1001  
WWW.LANCASTERCOUNTYPA.GOV



**DA-015-002** – Sinacori Builders, LLC (Avondale Development) has submitted an application to enter into a development agreement with Lancaster County. The site is located between Calvin Hall Road and Harrisburg Road in the Indian Land section of Lancaster County, South Carolina. {Public Hearing} pgs. 31-71

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

**Penelope Karagounis**

## Planning Staff Report

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### I. Facts

#### A. General Information

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

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

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

#### **TEXT:**

See Attached Document – Exhibit 4

### II. Findings

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

#### **Exhibits:**

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



## Memo

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

### Message:

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

#### Steve Willis Comments:

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

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

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

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

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

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

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

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

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

**Mike Ey Comments:**

**NOTES**

JME – June 5, 2015

**Initial Review**

**Development Agreement -- Avondale Development**

Sinacori Builders, LLC

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

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

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

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

**Morris Russell and Darren Player, Emergency Management Comments:**

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

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

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

**Jeff Catoe, Public Works Director Comments:**

These roads will be private.

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

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

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

**Penelope Karagounis, Planning Director:**

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

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

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

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

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

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

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

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

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

Define the Maximum Density for Section 4.05.

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

Revise Exhibit A Property Description

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

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

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

**Sherriff Barry Faile's Comments: No Comments**

**Kenneth Cauthen, Zoning Administrator Comments: No Comments**

**Clay Catoe, EMS Director: No Comments**

# PDD-015-027 Vicinity Map

**Legend**

Avondale PDD (Proposed)

Lancaster County  
1000 Walnut Street  
Lancaster, PA 17303  
717-397-2000  
www.lancastercountypa.gov





# PDD-015-027 Overlay Map

## Legend

Avondale PDD (Proposed)

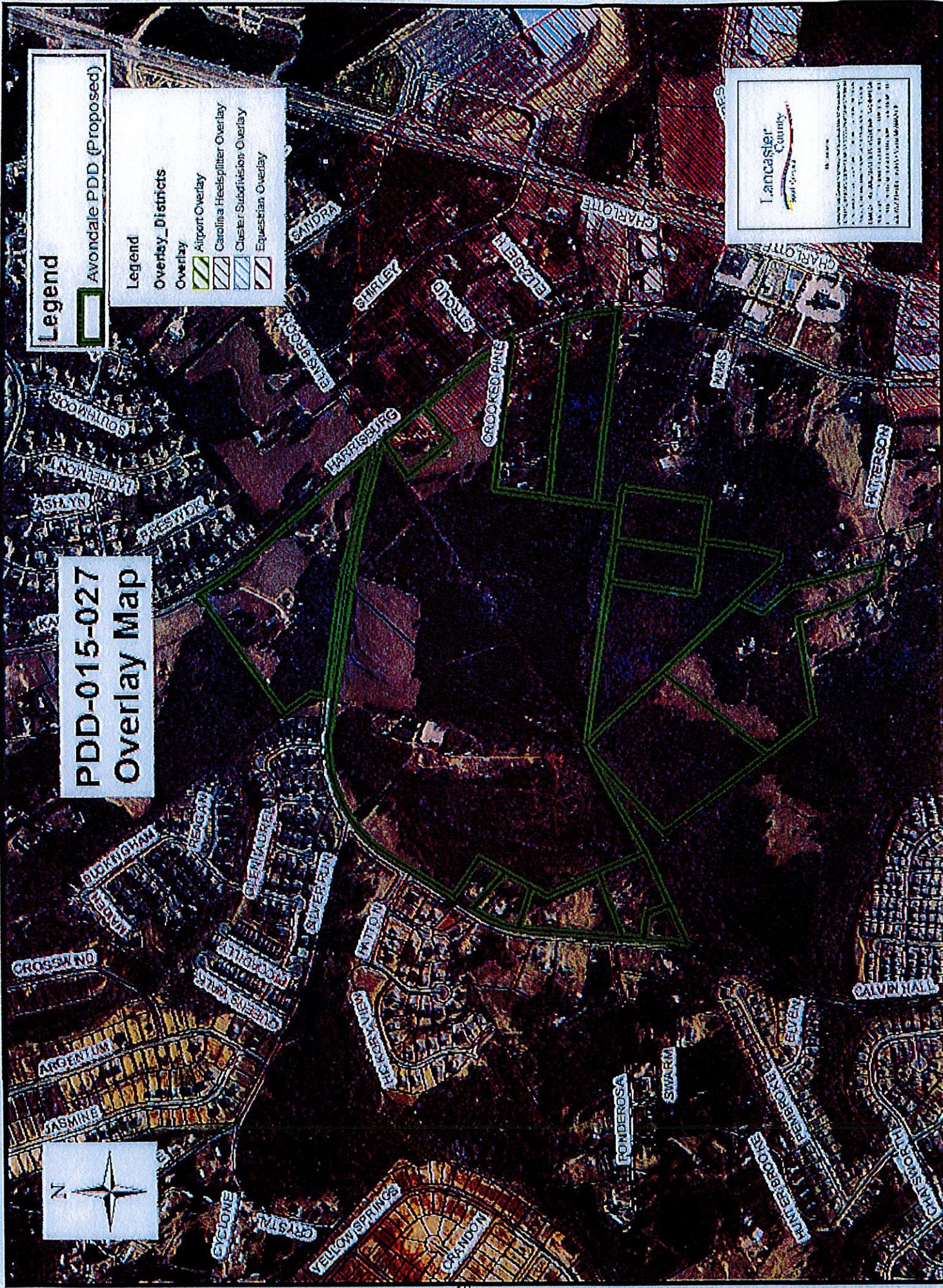
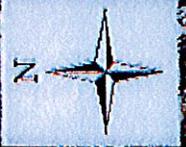
## Legend

### Overlay\_Districts

- Overlay
- Airport Overlay
- Carolina Heelsplitter Overlay
- Cluster Subdivisions Overlay
- Equestrian Overlay

**Lancaster County**  
South Carolina

1000 North Main Street, Suite 200  
Lancaster, SC 29303  
Phone: 803.781.1000  
Fax: 803.781.1001  
www.lancastercountysc.gov



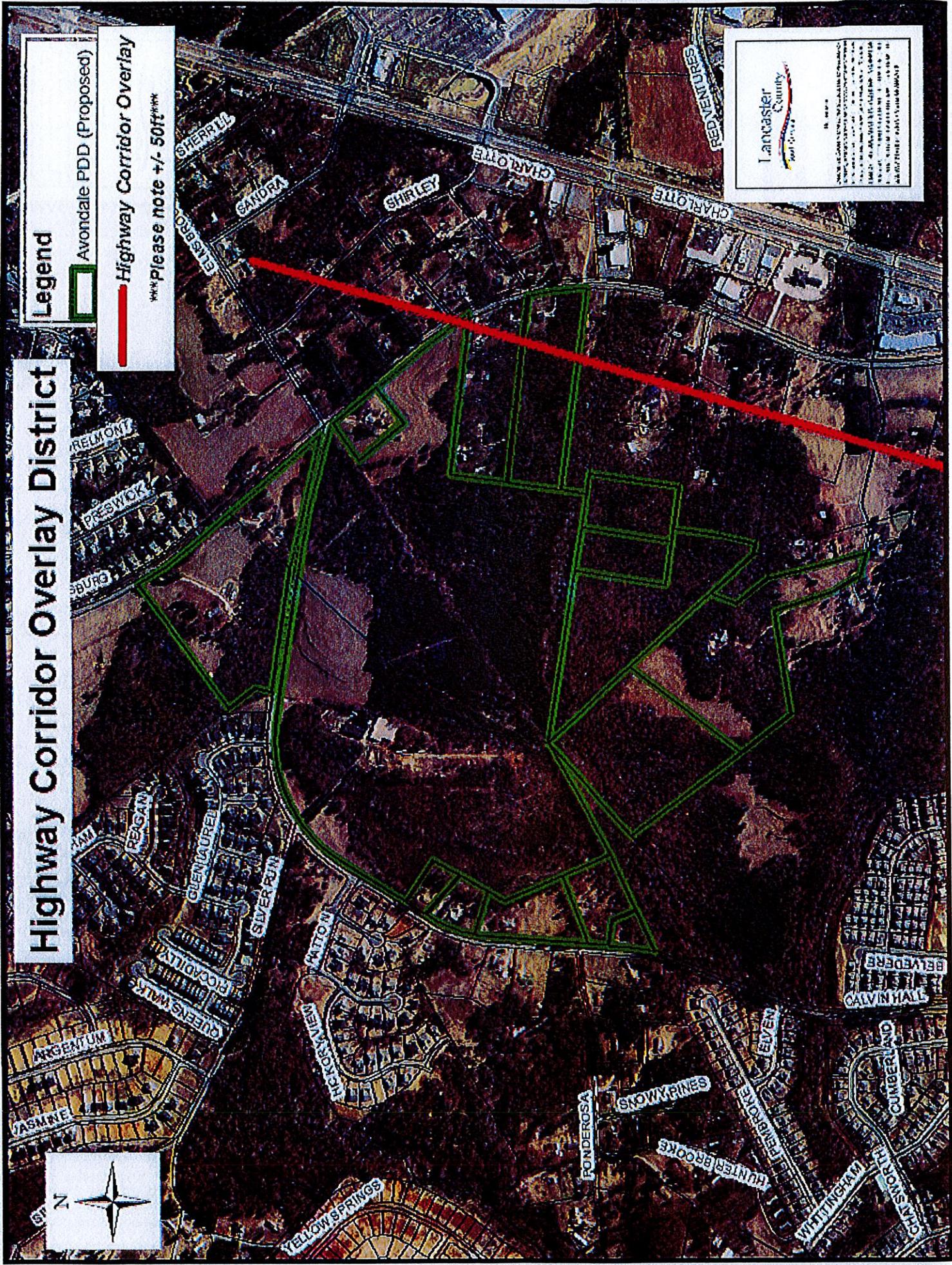
# Highway Corridor Overlay District

**Legend**

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

Lancaster County  
South Carolina

PLANNING DEPARTMENT  
1000 MARKET STREET, SUITE 100  
LANCASTER, SOUTH CAROLINA 29701  
PH: 803.781.1234 FAX: 803.781.1235  
WWW.LANCASTERCOUNTYSC.GOV



PDD-015-027

Future Land Use Map

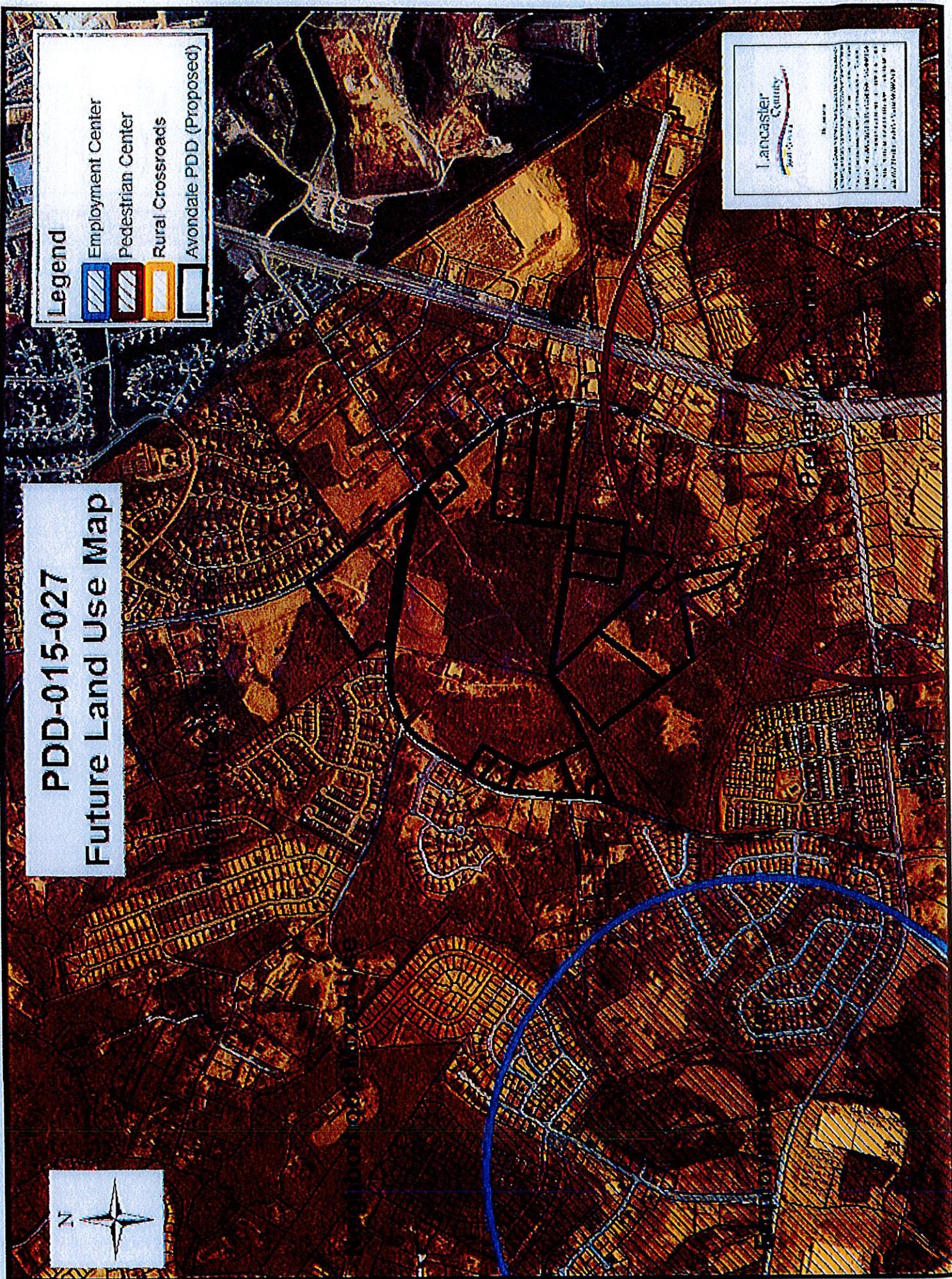


**Legend**

- Employment Center (Blue hatched box)
- Pedestrian Center (Red hatched box)
- Rural Crossroads (Yellow hatched box)
- Avondale PDD (Proposed) (White box with black border)

Lancaster  
County  
South Carolina

1100 W. Market Street, Lancaster, SC 29301  
716 W. Market Street, Lancaster, SC 29301



## Development Agreement Process

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

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

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

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

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

April 21, 2015

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

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

Dear Ms. Hardin:

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

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

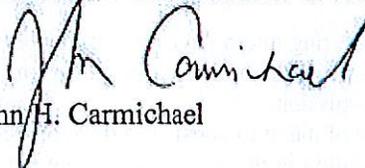
Our client looks forward to working with Lancaster County on this project and will appreciate its favorable consideration.

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

Thank you very much.

Sincerely,

ROBINSON BRADSHAW & HINSON, P.A.

  
John H. Carmichael

JHC1  
Enclosure

6919461v1 24277.00013



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

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

## ARTICLE I

### GENERAL

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

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

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

(2) “Agreement” means this Development Agreement.

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

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

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

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

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

(7) Reserved.

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

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

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

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

(12) “Parties” means County and Developer.

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

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

(15) Reserved.

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

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

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

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

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

**Section 1.06. Permitted Uses.** (A) The PDD-27 provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in the PDD-27 apply.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

## ARTICLE III

### DEVELOPMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV

### DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

**Section 4.01A. School Payments.** Developer agrees to pay to the County for the benefit of the Lancaster County School District Five Hundred and No/100 dollars (\$500.00) for each lot created from the Property for residential dwelling units (the “School Payment”). Except as otherwise provided in this section, from the Agreement Date until the end of the fifty-seventh (57<sup>th</sup>) month of the Agreement, the School Payment is due and payable at the same time that the County building permit fees for the lot are due and payable. Payment of the School Payment is a condition for the issuance of a building permit. For the period after the fifty-seventh (57<sup>th</sup>) month, Developer agrees to pay County by the end of the fifty-eighth (58<sup>th</sup>) month for the benefit of the Lancaster County School District an amount equal to Five Hundred and No/100 dollars (\$500.00) times the number of lots for which a building permit has not been issued. If the Developer sells a portion of the Property, whether subdivided or not, the Developer shall pay not later than closing on the sale an amount equal to Five Hundred and No/100 dollars (\$500.00) times the number of lots associated with the portion of the Property that is sold. The School Payment is separate and distinct from any fees or amounts payable to the County for a building permit. Monies received from the School Payment shall be remitted by the County to the Lancaster County School District by the end of the month following the month in which the School Payment is received by the County. Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE V**

**MISCELLANEOUS**

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

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

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

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

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

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

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

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

**Section 5.03. Periodic Review.** At least every twelve (12) months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the successor to Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., \_\_\_\_\_, \_\_\_\_\_, 2016, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.





**Exhibit A**  
**Property Description**

**Avondale Development**

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**Exhibit B**

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**Exhibit C**  
**Development Schedule**

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

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

NOTE: County and Developer acknowledge that development of the Property is limited to \_\_\_\_\_ ( ) residential units.

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**Exhibit D**  
**Required Information**

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. As of the Agreement Date, the legal owners of the Property are Hawfield Trust (Tax Map No. 0005-00-077.00); Hawfield Group LLC (Tax Map No. 0005-00-076.00); Withers (Tax Map No. 0005-00-075.01); Withers (Tax Map No. 0005-00-075.00); Moore (portion of Tax Map No. 0005-00-074.03); Hood (Tax Map No. 0005-00-093.04); Devinney (Tax Map No. 0005-00-093.05); Hudson (Tax Map No. 0005-00-092.00); Patterson, Alan (Tax Map No. 0005-00-091.03); Smith (Tax Map No. 0005-00-091.00); Gallup (Tax Map No. 0005-00-090.00); Harvell (Tax Map No. 0005-00-089.00); Harvell (Tax Map No. 0005-00-089.01); Patterson, Carl (Tax Map No. 0005-00-083.00); Blakely (Tax Map No. 0005-00-079.01); and Owsley (Tax Map No. 0005-00-078.00).

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

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

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

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Section 4.05.

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

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

- (H) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. See Section 3.04.
- (I) a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).
- (J) a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.
- (K) a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.
- (L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.
- (M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Section 3.01(B) and Exhibit E.
- (N) a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.
- (O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.
- (P) a provision relating to the amendment, cancellation, modification or suspension of the agreement. See Section 5.02.
- (Q) a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.
- (R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.
- (S) a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Register of Deeds. See Section 5.07.

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

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

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**Exhibit E**  
**Laws and Land Development Regulations**

1. Ordinance No. 2015-\_\_\_\_ zoning the Property PDD, with a supporting ordinance PDD-27.
2. Ordinance No. 2015-\_\_\_\_\_, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. The UDO also includes Ordinance No. 2014-1314, relating to final plats and installation of improvements. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**Exhibit F  
Rezoning Plan**

June 12, 2015

Via Email

Penelope G. Karagounis  
Lancaster County Planning Director  
Post Office 1809  
Lancaster, South Carolina 29721

Re: Avondale PDD 015-027 and Avondale DA 015-002

Dear Penelope:

As you know, we represent Sinacori. This follows the exchanges between Lancaster County and Sinacori regarding the its pending rezoning application for a PDD for the proposed Avondale project (PDD 015-027) and the related request for entry of a Development Agreement for the Avondale project (DA 015-002), both of which are listed on the upcoming Lancaster County Planning Commission agenda for Tuesday, June 16, 2015 for public hearing and action.

Per our client's correspondence over the past two days with Mr. John Weaver and you, this letter confirms Sinacori's request that Planning Commission action on these agenda items (PDD 015-027 and DA 015-002) be deferred (not withdrawn) on June 16 and carried over to until the next, July 21<sup>st</sup> meeting of the Planning Commission. Sinacori just received, on June 10, Lancaster County's comments on the project's Traffic Impact Analysis, and Sinacori's engineers need additional time to respond to the TIA comments. This additional input regarding the TIA will benefit the Planning Commission in its decision-making and the public. Also, Sinacori participated in a productive voluntary community meeting regarding the Avondale project on June 9, where a number of good questions were raised by neighbors and stakeholders, and a deferral until the July meeting will afford the participants time to work through as many items as possible, which in turn should assist the Planning Commission in its work. Finally, and to a lesser extent, Sinacori only recently received Lancaster County's comments on the proposed Development Agreement for the Avondale project.

At Mr. Weaver's suggestion yesterday, Sinacori proposes that the Planning Commission proceed on June 16 with the Public Hearing on this matter since it has already been advertised and, following the public hearing, Sinacori will request on the record that formal Planning Commission action on these items be deferred until the July meeting so that outstanding issues can be addressed in an orderly manner.

7051203v1 24277.00012

Penelope G. Karagounis  
June 12, 2015  
Page 2

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Sinacori's representatives will attend the upcoming Planning Commission on June 16 and will make this request in person at the meeting. In the meantime, per Mr. Weaver's suggestion, please distribute this written deferral request to the Planning Commission members prior to the meeting.

We appreciate the opportunity to work with Lancaster County and your staff.

Thank you very much.

Sincerely yours,

ROBINSON BRADSHAW & HINSON, P.A.



Benjamin A. Johnson

BAJ/wkh

cc: Lancaster County Planning Commission  
Mr. John L. Weaver, Lancaster County Attorney  
Mr. Russ Sinacori, Sinacori Builders, LLC  
Mr. Ed Estridge, Sinacori Builders, LLC  
Mr. Peter Tatge, ESP Associates

7051203v1 24277.00012

**RZ-015-009** – Rezoning application of Steve Willis, Lancaster County Administrator to rezone ±21.36 acres from R-15P, Moderate Density Residential/Agricultural Panhandle District, to I-1, Light Industrial District.

{Public Hearing} pgs. 72-99

**Tax Map 10, Parcel 1**

**Andy Rowe**

## PLANNING STAFF REPORT

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### **I. Facts**

#### A. General Information

*Proposal:* Rezoning application of Steve Willis, Lancaster County Administrator to rezone ± 21.36 acres from R-15P, Moderate Density Residential/Agricultural Panhandle District, to I-1, Light Industrial District.

*Property Location:* The property is located at 182 Spice Road in the Indian Land Community.

*Legal Description:* Tax Map 10, Parcel 1

*Zoning Classification:* Current: R-15P, Moderate Density Residential/Agricultural Panhandle District.

***Voting District: District 7- Brian Carnes***

#### B. Site Information

*Site Description:* The parcel is currently occupied by McClancy Seasoning Company. The building was constructed in 1980 and is considered to be one of the first major businesses in Indian Land.

#### C. Vicinity Data

*Surrounding Conditions:* The property has four adjacent parcels to the north zoned R-15P, Moderate Density Residential/Agricultural Panhandle District. Parcels to the south and west are all zoned PDD, Planned Development District (PDD-11 Bridgemill), and one adjacent parcel to the east is zoned B-3, General Commercial District.

#### Exhibits

1. Rezoning Application
2. Location Map
3. Future Land Use Map
4. Tax Inquiry Sheet
5. UDO – Section: 2.1.3 - Industrial Districts
6. Table of Uses
7. UDO- Section: 12.8 – Installation of Buffer Yard/Table 12-2 and 12-3
8. Consent Form to Continue Planning Commission Meetings

## II. Findings

### Code Considerations:

**The R-15P, Moderate Density Residential/Agricultural Panhandle District**, is designed to accommodate single-family residential development (not including manufactured homes) in the northern part of the panhandle. This zoning district will allow residential uses and related residential uses such as religious institutions, fire station, etc., the maximum density allowed in this zoning district is 1.5 dwellings per acre (1.5 du/acre), minimum lot size of 29,040 square feet and the minimum lot width is 130 feet. The availability of water and/or sewer shall not change: (1) the maximum density allowed; (2) the minimum lot size, and (3) the minimum lot width from what is stated above.

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

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

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

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

### III. Conclusions:

The Future Land Use Map identifies this property as Neighborhood Mixed-Use based on the *Lancaster County Comprehensive Plan 2014-2024*. Neighborhood Mixed-Use according to the *Lancaster County Comprehensive plan 2014-2024* is identified as a "Walkable Neighborhood". However, although the Future Land Use Map identifies this property as Neighborhood Mixed-

Use, it does not distinguish between commercial and industrial uses in the Neighborhood Mix-Use category on the Future Land Use Map.

The expansion of this property will have to adhere to the set requirements in the Unified Development Ordinance including the installation of a type 4 buffer yard for any new buildings constructed. A type 4 buffer yard per the Unified Development Ordinance has a minimum width of 30 feet that must include shade trees, ornamental trees, and a variety of shrubs (Exhibit 7). A buffer yard must be installed around any residential and commercial property. The type 4 buffer yard required will further help screen a new constructed building from all adjacent properties including the Bridgemill subdivision (PDD-11 Bridgemill).

This zoning error was brought to County Council's attention on March 23, 2015. After an Executive Session, Steve Harper made a motion to direct Steve Willis, County Administrator to initiate a rezoning as discussed in Executive Session. The Planning Department received this rezoning request from the County Administrator. Staff believes the designated property was not zoned appropriately when the county adopted zoning in 1998. At that time the Planning Department did not have adequate staff to be able to conduct windshield surveys for the entire county. The elected officials representing their districts made judgments on how parcels should be zoned.

We want to support the efforts of economic development in regards to supporting the expansion of local businesses. At the same time we need to be cognizant of the concerns of a now established neighborhood known as Bridgemill. Penelope Karagounis Planning Director was made aware of the approximate square footage of an expansion for McClancy's by Keith Tunnell. He told Penelope there would be about a 30,000-35,000 square foot expansion to an already existing building which is around 56,352 square feet. By having this new information we are retracting our recommendation. There has been some communication referencing that McClancy's can file a variance with the Board of Zoning Appeals. In our current Unified Development Ordinance, there is no such provision that allows an applicant to file a variance for a non-conforming use.

This is a prime example of an item that needs to be addressed with the rewrite of the UDO. We believe that the recommendation should be to deny because we have no parameters for an orderly expansion of a non-conforming use with our current UDO. Any uses allowed as a permitted use for an I-1, Light Industrial District can be used for this property, if McClancy ever decides to sell their property.

On May 19<sup>th</sup>, 2015 Planning Commission met and conducted a public hearing on this case. At the referenced meeting there were 10 people who spoke against this rezoning and 1 person to speak for the rezoning. The planning department has received a total of 34 emails against this rezoning. The Planning Commission's decision was to **Defer** by a vote of (4-3).

At the above referenced meeting Penelope Karagounis, Planning Director mentioned that Kannapolis, North Carolina had a provision in their Unified Development Ordinance to allow a variance for an expansion to a non-conforming use. A memo was sent from Steve Willis, County Administrator to further explore the option if a variance would conflict with South Carolina law. Andy Rowe, Planner sent an email to the Association of Counties to see if the option was possible for us to use this in Lancaster County, South Carolina. John DeLoache, Attorney from the Association of Counties in South Carolina responded back saying that the county would not be able to amend our zoning ordinance to allow the Board of Zoning Appeals to grant variances to extend a non-conforming use or to allow uses not already allowed in the zoning district. **The ordinance can not conflict with the authority granted to the Board of Zoning Appeals by the State Planning Enabling Act. Andy Rowe, Planner found a section of the code and Mr. DeLoache agreed with section 6-29-800 prohibits the contemplated amendment. Section 6-29-800(A)(2)(d)(i) specifically prohibits the Board of Zoning Appeals from granting variances for a use not allowed within the particular district or to extend an existing non-conforming use.**

At this time, the Lancaster County Planning Department can not proceed with researching or rewriting a provision in the Unified Development Ordinance to allow a non-conforming use to expand with a variance from the Board of Zoning Appeals.

#### **IV. Recommendation:**

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 182 Spice Road be **Denied**.

# FILE COPY

May 19, 2015

## New Recommendation for case # RZ-015-009 (McClancy Seasoning Company)

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This zoning error was brought to County Council's attention on March 23, 2015. After an Executive Session, Steve Harper made a motion to direct Steve Willis, County Administrator to initiate a rezoning as discussed in Executive Session. The Planning Department received this rezoning request from the County Administrator. Staff believes the designated property was not zoned appropriately when the county adopted zoning in 1998. At that time the Planning Department did not have adequate staff to be able to conduct windshield surveys for the entire county. The elected officials representing their districts made judgments on how parcels should be zoned.

We want to support the efforts of economic development in regards to supporting the expansion of local businesses. At the same time we need to be cognizant of the concerns of a now established neighborhood known as Bridgemill. Last night, I was made aware of the approximate square footage of an expansion for McClancy's by Keith Tunnell. He told me there would be about a 30,000-35,000 square foot expansion to an already existing building which is around 56,352 square feet. By having this new information we are retracting our recommendation. There has been some communication referencing that McClancy's can file a variance with the Board of Zoning Appeals. In our current Unified Development Ordinance, there is no such provision that allows an applicant to file a variance for a non-conforming use.

This is a prime example of an item that needs to be addressed with the rewrite of the UDO. We believe that the recommendation should be to deny because we have no parameters for an orderly expansion of a non-conforming use with our current UDO. Any uses allowed as a permitted use for an I-1, Light Industrial District can be used for this property, if McClancy ever decides to sell their property.

It is therefore the recommendation from the Planning Department to **DENY** the rezoning request.

# Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

## Memo

**To:** Steve Willis, Lancaster County Administrator  
**From:** Penelope G. Karagounis, Lancaster County Planning Director   
**Date:** June 2, 2015  
**Re:** Variance Option for McClancy Seasoning (RZ-015-009)

### Message:

At the Lancaster County Planning Commission meeting on Tuesday, May 19, 2015, I mentioned that in Kannapolis, North Carolina they have a provision in their Unified Development Ordinance to allow a variance for an expansion to a non-conforming use. You sent me a memo on May 26, 2015 to further explore the option if it did not conflict with South Carolina law. My planner Andy Rowe sent out an email to the Association of Counties to see if the option was possible for us to use in Lancaster County, South Carolina. John Leloache, Attorney from the Association of Counties in South Carolina responded back saying that the county would not be able to amend our zoning ordinance to allow the Board of Zoning Appeals to grant variances to extend a non-conforming use or to allow uses not already allowed in the zoning district. **The ordinance can not conflict with the authority granted to the Board of Zoning Appeals by the State Planning Enabling Act. Andy found a section of the code and Mr. Deloache agreed with Section 6-29-800 prohibits the contemplated amendment. Section 6-29-800(A)(2)(d)(i) specifically prohibits the Board of Zoning Appeals from granting variances for a use not allowed within the particular district or to extend an existing non-conforming use.**

At this time, the Lancaster County Planning Department can not proceed with researching or rewriting a provision in the Unified Development Ordinance to allow a non-conforming use to expand with a variance from the Board of Zoning Appeals. Our Planning Commission Workshop will be on Thursday, June 4, 2015 at 5:00 p.m. and the Lancaster County Planning Commission will hear the rezoning case (RZ-015-009) on Tuesday, June 16, 2015 at 6:30 p.m. Please plan to attend the workshop and the meeting.

Thank you,

PGK

ecc: Mr. Steve Willis, County Administrator

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

Mr. Bob Bundy, Chairman of Lancaster County Council  
Mr. Charles Deese, Chairman of Lancaster County Planning Commission  
Mr. John Weaver, Lancaster County Attorney  
Ms. Elaine Boone, Planner II  
Mr. Alex Moore, Planner II  
Mr. Andy Rowe, Planner I  
Mr. Nick Cauthen, Planner I  
Mr. Kenneth Cauthen, Zoning Administrator  
Mr. Dwight Witherspoon, Code Enforcer  
Mrs. Amy Bowers, Code Enforcer  
Mrs. Debbie Hardin, County Clerk  
Mrs. Judy Barrineau, Administrative Assistant for Planning Department

LANCASTER COUNTY

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

Application# RZ-015-009 Date 3/24/15 Paid No Fee

- 1. The application is for amendment to the: (check one)
[ ] District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
[ ] Ordinance Text (fill in items # 8 & 9 only)
2. Give either exact address or tax map reference to property for which a district boundary change is requested: 0010-00-001.00
3. How is this property presently designated on the map? R15P
4. How is the property presently being used? INDUSTRIAL
5. What new designation or map change do you purpose for this property? I-1
6. What new use do you propose for the property? NONE - SAME USE

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

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

REZONING REQUEST PER COUNTY COUNCIL - OWNER IS AWARE

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

- 9. Explanation of and reasons for proposed change: CORRECT ZONING ON PROPERTY

(attach another page if additional space is needed)

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

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

APPLICANT'S NAME (PRINT) STEVE WILLIS, County Administrator

ADDRESS: PO BOX 1809 LANCASTER, SC 29721-1809

Phone: 416-9300

Signature: Steve Willis Per Council Action on 3-23-15



# Exhibit 1

## NOTICE OF ENTRY UPON LAND

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

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

### ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

Steve Willis - county does it on the land  
Planning Director or Authorized Person Signature

STEVE Willis  
Planning Director or Authorized Person Printed Name

3-24-15  
Date

# Exhibit 1

LANCASTER COUNTY ASSESSOR  
Tax Map:  
0010 00 001 00

2009007505  
DEED RECORDING FEES \$11.00  
EXEMPT  
PRESENTED & RECORDED:  
06-04-2009 01:14 PM  
JOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC  
By: CANDICE KIRKLEY DEPUTY  
BK: DEED 519  
PG: 58-62

Prepared by:

Joshua B. Vann, Esq.  
MORTON & GETTYS LLC  
Post Office Box 707  
Rock-Hill, South Carolina 29731

DEED PREPARED ONLY; TITLE NOT SEARCHED  
BY PREPARER; NO RESPONSIBILITY ASSUMED  
FOR NON-RESIDENT WITHHOLDING

After Recording Return to:

Culp Elliot & Carpenter, PLLC  
Attn: Benjamin H. Ellis (23251\_05/WSH)  
4401 Barclay Downs Drive, Suite 200  
Charlotte, North Carolina 28209

RECORDED THIS 9th DAY  
OF JUNE, 2009  
IN BOOK O PAGE N-1

*Carol A. Morgan*  
Auditor, Lancaster County, SC

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 09 day of May, 2009, by and between NBI INVESTMENTS, LLC, a South Carolina limited liability company, as party of the first part, hereinafter referred to as "Grantor," and NBI INVESTMENTS III, LLC, a South Carolina limited liability company having a mailing address of c/o Reid Wilkerson, One Spice Road, Fort Mill, South Carolina, 29707, as party of the second part, hereinafter referred to as "Grantee," the words "Grantor" and "Grantee" to include the successors and assigns of each of the parties hereto.

## BACKGROUND STATEMENT

A. On April 24, 2009, the Property (being defined as the real property described in Exhibit A to this deed, attached and incorporated by this reference), was conveyed by Dixie M. Wilkerson ("Wilkerson") to Grantor. Grantor and Grantee each agree that Wilkerson inadvertently conveyed the Property to Grantor by inadvertently excluding "III" from the end of the Grantor's name as the grantee in the Wilkerson Deed, and that Wilkerson intended to convey the Property to Grantee as a capital contribution in contemplation of a later fair market value sale by Wilkerson of her interest in Grantee. The deed conveying the Property from Wilkerson to Grantor is recorded in the Lancaster County, South Carolina, Clerk of Court's Office in Book 514, at Page 223 ("Wilkerson Deed").

B. After the recordation of the Wilkerson Deed, Wilkerson passed away. Grantor accordingly can not convey the Property back to Wilkerson to correct the inadvertent conveyance of the Property to it, but, as Grantor and Grantee both agree that Wilkerson intended

of

to convey the Property to Grantee, Grantor has agreed to convey the Property to Grantee, subject to the terms and provisions of this Special Warranty Deed.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee, and the heirs, legal representatives, successors and assigns of Grantee, all of Grantor's right, title, and interest in and to the Property and all improvements affixed thereto and lying thereupon (with such improvements being considered as a part of the Property), together with further, all and singular, the rights, members, hereditaments, and appurtenances to the said Property belonging or in anywise incident or appertaining thereto (with the same being referred to with the Property hereinafter collectively as the "Property") subject, however, to the terms and provisions of this Special Warranty Deed.

The Property is hereby conveyed to the Grantee subject to all such matters as would be revealed by a current ALTA survey of the Property or a physical inspection thereof, ad valorem taxes for the 2009 tax year and other taxes which constitute a lien upon the Property but which are not yet due and payable, matters of zoning and other land use regulations which affect the Property and the use and development thereof, and such matters as are of record in the Lancaster County, South Carolina real estate records, including, without limitation, mortgages and other monetary liens, if any (with all of the foregoing being referred to hereinafter collectively as the "Exceptions"), the Exceptions and all such matters as may arise out of them being matters to which the warranty of Grantor as contained herein shall not apply.

**TO HAVE AND TO HOLD** the Property, subject to the above matters and Exceptions, together with any and all of the rights, members and appurtenances thereof, the same being, belonging or in anywise appertaining to, the only proper use, benefit and behoof of the Grantee and its successors and assigns forever, **IN FEE SIMPLE**, on the terms and conditions contained herein.

**AND GRANTOR SHALL WARRANT** and forever defend the right and title to the Property unto the Grantee against the claims of all persons whomsoever claiming by, through, or under Grantor, or Grantor's successors and assigns, but against no others, subject to the limitations and Exceptions contained herein.

**SIGNATURE PAGE TO FOLLOW**

"EXHIBIT A"  
LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel or tract of land, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, on the West side of Highway Number 521, containing 20.5 acres, more or less, designated as Tract Number Eight on a Plat of Subdivision entitled "Map of Property of M. Lavinia Davidson", dated September 17, 1957, made by W.C. White, Surveyor, recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, in Plat Book 19 at Page 97, reference to which plat is made for a more particular description.

Derivation: This is the identical property conveyed to Forrest R. Wilkerson, Jr. and Dixie M. Wilkerson by deed of Isabella S. Stogner, dated December 15, 1983, recorded January 9, 1984, in Deed Book E-6 at Page 5672 in the Office of the Clerk of Court for Lancaster County, South Carolina; thereafter passed to Dixie M. Wilkerson through the Last Will and Testament of Forrest R. Wilkerson, Jr., dated April 4, 1989, and filed May 2, 2002 in Estate File # 02-E-1435, in the offices of the Clerk of Court for Mecklenburg County, North Carolina.

*TOGETHER WITH:*

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 containing 0.86 acre, and according to a survey thereof prepared by Hugh E. White, Jr., SCRLS, dated June 10, 1986, and filed as Plat No. 8013, having the following courses and distances to wit: Beginning at an iron pin at northeasternmost corner of property herein conveyed which point is located approximately 367.39 feet from center of 14 foot dirt road; thence S. 2-07-27 E. 51.48 feet to an iron pin; thence S. 74-07-31 W. 500.92 feet to an iron pin; thence N. 2-07-27 W. 140.00 feet to an iron pin; thence S. 88-03-52 E. 281.11 feet to an iron pin; thence N. 74-07-31 E. 212.24 feet to the point of beginning.

Derivation: This being the identical property conveyed to NBI Investments, LLC by deed of Dixie M. Wilkerson, dated April 24, 2009, recorded April 29, 2009, in Book 514 at Page 223, aforesaid records.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

AFFIDAVIT

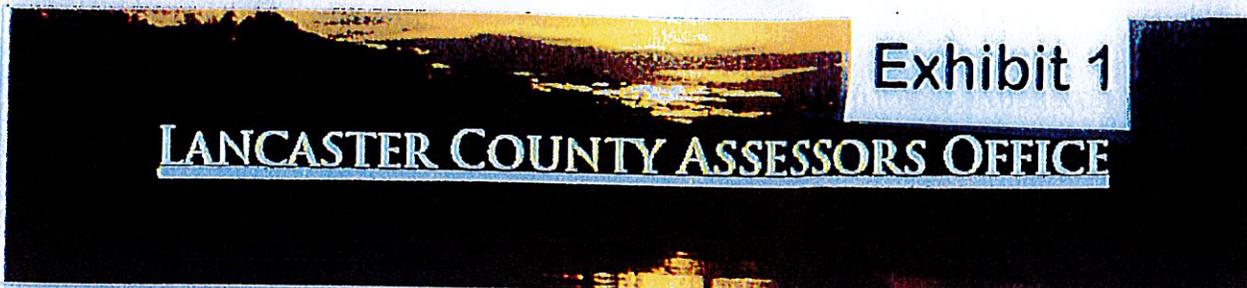
1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is known 20.5 acres and a 0.86 acre tract, bearing tax map number 0010-00-001.00 being in the township of Indian Land, Lancaster, South Carolina, was transferred by NBI Investments, LLC to NBI Investments III, LLC, a South Carolina Limited Liability Company, on the 27<sup>th</sup> day of May, 2009
3. The transaction was (check one):
  - (a) \_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money's worth.
  - (b) \_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) X The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10, *et seq.* because the deed is: #8 exemption.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.:
  - (a) \_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
  - (b) \_\_\_ The fee is computed on the fair market value of this realty which is \_\_\_\_\_.
  - (c) \_\_\_ The fee is computed based on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check: YES \_\_\_ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes" the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.
6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	<u>\$ 0.00</u>
(b)	Place the amount listed in item 5 above here:	<u>0.00</u>
(c)	Subtract line 6(b) from line 6(a) and place result here:	<u>\$ 0.00</u>
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$0.00.

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Morton & Gettys, LLC  
BY: JBV  
Joshua B. Vann, Attorney

SWORN to before me this 3rd day of June, 2009.  
Chas. Kimbrell  
Notary Public for South Carolina  
My commission expires: 11/17/2014



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**Owner and Parcel Information**

<u>Owner Name</u>	NBI INVESTMENTS III LLC % REID WILKERSON	<u>Today's Date</u>	May 8, 2015
<u>Mailing Address</u>	ONE SPICE RD INDIAN LAND, SC 29707	<u>Parcel Number</u>	0010-00-001.00 (Account#:1284)
<u>Location Address</u>	182 SPICE RD	<u>Millage Group</u>	County (01)
<u>Property Usage</u>	PICKED UP BY DOR (DOR)	<u>Plat Book/Page</u>	0019 / 0197
<u>Homestead</u>	No	<u>Lot # / Block #</u>	/
<u>Legal Description</u>		<u>Land Size</u>	20.5 AC
		<u>Parcel Map</u>	<a href="#">Show Parcel Map</a>

**Value Information**

Year	Land Value	Building Value	Yard Item Value	Total Market Value	Aq Credit	Taxable Land Value	Total Taxable Value	Capped Taxable Value	Total Assessment
2014	\$ 750,200	\$ 893,100	\$ 0	\$ 1,643,300	\$ 0	\$ 750,200	\$ 1,643,300	* \$ 1,643,300	0
2013	\$ 750,200	\$ 893,100	\$ 0	\$ 1,643,300	\$ 0	\$ 750,200	\$ 1,643,300	* \$ 1,643,300	0
2012	\$ 750,200	\$ 893,100	\$ 0	\$ 1,643,300	\$ 0	\$ 750,200	\$ 1,643,300	* \$ 1,643,300	0
2011	\$ 750,200	\$ 0	\$ 0	\$ 750,200	\$ 0	\$ 750,200	\$ 750,200	NA	0

\*This parcel is subject to the value cap

**Land Information**

Land Use	Number Units	Unit Type	Land Type	Frontage	Depth	Notes
PICKED UP BY DOR (DOR)	21.36	AC	P			
PICKED UP BY DOR (DOR)	0	AC	P			

**Building Information**

Style	Gross Sq Ft	Finished Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built	Photo
Industrial	56,352	52,240	1 Story	NULL with 20% NULL	Precast Panel	1980	1980	NA
<u>Foundation</u>	<u>Roof Type</u>	<u>Roof Coverage</u>	<u>Flooring Type</u>	<u>Heating Type</u>	<u>Bathrooms</u>	<u>Grade</u>	<u>Number Fire Pl</u>	<u>Sketch</u>
Cont Slab	Flat	Built Up	Concrete with 20% Hard Tile	Pack Heat\Cool	0.0	C	0	NA
Style	Gross Sq Ft	Finished Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built	Photo
Warehouse	12,000	12,000	1 Story	NULL	Corg Metal	1990	1990	NA
<u>Foundation</u>	<u>Roof Type</u>	<u>Roof Coverage</u>	<u>Flooring Type</u>	<u>Heating Type</u>	<u>Bathrooms</u>	<u>Grade</u>	<u>Number Fire Pl</u>	<u>Sketch</u>
Cont Slab	Flat	Built Up	Concrete	Unit Heaters	0.0	C	0	NA

**Miscellaneous Information**

Building Type	Quantity	Units	Year Built
No miscellaneous information available for this parcel.			

**Sales Information**

OR Book/Page	Sale Date	Sale Price	Instrument	Qualification	Vacant/Improved	Grantor	Grantee
719/36	2013-03-06	\$ 0	DEED OF DIST (DOD)	NON ATI (1A)	Improved	NBI INVESTMENTS III LLC,	
519/58	2009-05-27	\$ 0	DEED (DEED)	SOLD DOES NOT MATCH APPRAISAL RECORD (1)	Improved	NBI INVESTMENTS LLC,	NBI INVESTMENTS III LLC
514/223	2009-04-24	\$ 0	DEED (DEED)	SOLD DOES NOT MATCH APPRAISAL RECORD (1)	Improved	WILKERSON,DIXIE M	NBI INVESTMENTS LLC

0/0	2009-04-24	\$ 0	WILL (WILL)	SPOUSE TO SPOUSE (2S)	Improved	WILKERSON FORREST R JR,	WILKERSON DIXIE M
A006/0309	1970-02-26	\$ 0		()	Vacant		

<a href="#">Search Sales In Area</a>	<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Return to Main Search Page</a>	<a href="#">Lancaster Home</a>
--------------------------------------	---------------------------------	-----------------------------	--	--------------------------------

The Lancaster County Tax Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: May 3, 2015

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RZ-015-009  
Vicinity Map

Subject Property

Exhibit 2

0 0.05 0.1 0.2 0.3 0.4  
Miles

Lancaster  
County  
South Carolina

Exhibit 3

RZ-015-009  
Future Land Use Map

Subject Property



Lancaster County  
South Carolina

Information on this map is for informational purposes only and does not constitute a contract. The County is not responsible for any errors or omissions on this map. The County is not responsible for any damages, including consequential damages, arising from the use of this map. The County is not responsible for any actions taken based on the information provided on this map.

Indexed By:  Parcel ID:  Card #:

**Parcel ID:** 0010-00-001.00      **Card:** 172

**Account:** 1284      **District:** 01 - County

**Sticker #:**      **Ent. Parcel Area:** 20.5 - AC

**Location:** 182 SPICE RD Indian Land

**Land Use:** DOR - DOR      **Neigh:** 01 - 01

**Owner #1:** NBI INVESTMENTS III LLC      **Own Type:**

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	21.360	21.360	
Full Market Value:	1,643,300	1,643,300	
Building Value:	893,100	893,100	
Yard Items:			
Land Value:	750,200	750,200	
Total Value:	1,643,300	1,643,300	
Assessed Value:	1,350,600	1,643,300	
Capped Total:	1,643,300	1,643,300	Reval / Market    01

**Sales Information**

**Grantor:** NBI INVESTMENTS III LLC,      **Validity:** 1A

**Sale Price:** 0      **Sold Vacant:** No

**Sale Date:** 3/6/2013      **Legal Ref:** 719-36

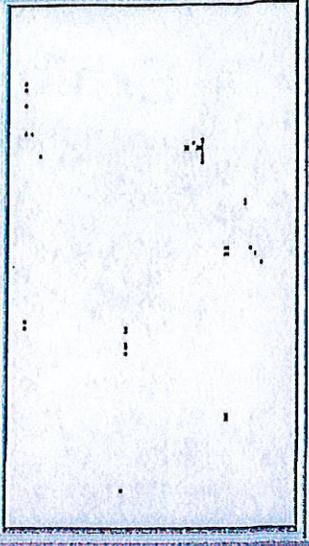
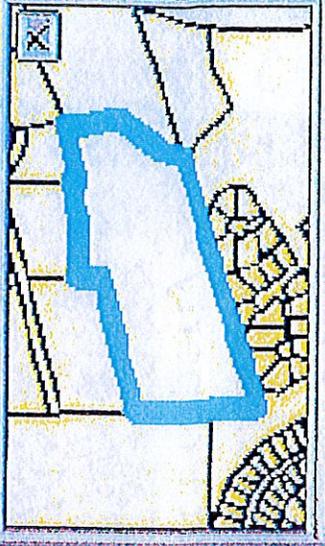
**Narrative Description**

This parcel contains 20.5 AC of land mainly classified as DOR with an Industrial Building built about 1980, having primarily Precast Pan Exterior and 52240 Square Feet, with 0 Unit, 0 Bath, 0 3/4 Bath, 0 Half Bath, 0 Rooms, and 0 Bdrm.

Office Notes     Notes

**Exhibit 4**

No Picture Available



Indexed By:  Parcel ID:  Card #:

Add Mod Del Save Cancel

Parcel ID: 0010-00-001.00 Card: 1 of 2 Location: 182 SPICE RD Indian Land Cost: \$1,643,300

Current Owner | Prior Owner | ID/Factors/Taxes

**Exhibit 4**

Current Ownership

Title	Last Name	Res ex	% Own	Type
#1:	NBI INVESTMENTS III LLC	<input type="checkbox"/>	<input type="checkbox"/>	
#2:	% REID WILKERSON	<input type="checkbox"/>	<input type="checkbox"/>	
#3:		<input type="checkbox"/>	<input type="checkbox"/>	

Street #1: ONE SPICE RD Home Phone:

Street #2:  Cell Phone:

City/Town: INDIAN LAND Work Phone:

Province/State: SC Postal: 29707 Email:

Country:  Account Type:

D.O.B.: MM/DD/YYYY Legal Reference: 719-36

Owner Occupied:  Sale Date: 3/6/2013 Owner Lookup Number: 69940

Separate Bill:   
 Valid Owner:   
 Private Infor:

Sales Exemptions More Owners Other Parties

Open 4/14/2015 10:19 AM Ownership Information 1284 QuickList

# Exhibit 5

## Section 2.1.3 - Industrial districts.

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

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

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

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

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

# Exhibit 6

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

## USES PERMITTED:

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

# Exhibit 6

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

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

## CONDITIONAL USES:

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

## USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:

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

## USES REQUIRING REVIEW BY PLANNING COMMISSION:

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

# Exhibit 6

INDUSTRIAL I-1 / UPDATED 7/11/07

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

# Exhibit 7

## Section 12.8 - Installation of buffer yard.

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

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

# Exhibit 7

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

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

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

# LANCASTER COUNTY

## Buffer Yard Requirements Exhibit 7

PLANTING YARD TYPE *	REQUIREMENTS **	TYPICAL PLAN VIEWS - 14'-FOOT SEGMENTS	TYPICAL ADJACENT LAND USE
1	Minimum width ..... 13 feet Required trees Shade ..... 1/75 linear ft Ornamental ..... 1/100 linear ft Points/linear foot ..... 4.7		EXISTING PROP RESIDENTIAL OFF
2	Minimum width ..... 30 feet Required trees Shade ..... 1/50 linear ft Ornamental ..... 1/100 linear ft Points/linear foot ..... 0.1* *Minimum width and points of Yards 2-4 may be reduced by 25% with inclusion of 4-foot fences or plant screens **With overhead utility line, ornamental trees may be substituted for shade trees		EXISTING PROP MULTI-FAMILY RESIDENTIAL RETAIL BUSINESS
3	Minimum width ..... 23 feet Required trees Shade ..... 1/50 linear ft Ornamental ..... 1/75 linear ft Points/linear foot ..... 0.5* *Minimum width and points of Yards 2-4 may be reduced by 25% with inclusion of 4-foot fences or plant screens **With overhead utility line, ornamental trees may be substituted for shade trees		EXISTING PROP RESIDENTIAL RETAIL BUSINESS
4	Minimum width ..... 30 feet Required trees Shade ..... 1/50 linear ft Ornamental ..... 1/50 linear ft Points/linear foot ..... 1.0 *Minimum width and points of Yards 2-4 may be reduced by 25% with inclusion of 4-foot fences or plant screens		EXISTING PRO RESIDENTIAL RETAIL BUSINESS
STREET YARD KEY	Minimum width ..... 15 feet Required trees Shade ..... 1/50 linear ft OR Ornamental ..... 1/25 linear ft		
Shade Tree: A large tree growing to over 40' in height at maturity, usually deciduous, that is planted to provide canopy cover shade. (12 points/shade tree) Ornamental Tree: A small to medium tree, growing 15' to 40' in height at maturity, that is planted for aesthetic purposes such as colorful flowers, interesting bark, or fall foliage. (6 points/ornamental tree)		Large Shrub: An upright plant growing 10' to 20' in height at maturity that is planted for ornamental or screening purposes. (3 points/large shrub) Medium Shrub: A plant growing 5' to 10' in height at maturity that is planted for ornamental or screening purposes. (2 points/medium shrub) Small Shrub: A plant growing to less than 5' in height at maturity that is planted for ornamental or screening purposes. (1 point/small shrub)	

Buffer Yard Types

TABLE 12-3

# Exhibit 7

Points for Planting Yards							
							Points
Shade Tree							12
Ornamental Tree							6
Large Shrub							3
Medium Shrub							2
Small Shrub							1
Planting Yard Landscaping							
Yard Type	Min. Width	Trees* Shade	(c) Orn.	Shrubs Small	Shrubs Medium	Shrubs Large	Required Points Per Linear Ft.
1	15'	1/75'	25/100'		Optional		0.7
2	20'	1/50'	25/100'		Optional		0.8
3	25'	1/50'	25/75'		Optional		0.9
4	35'	1/50'	25/50'		Optional		1.0

\*Or fraction thereof



Consent Form to Continue Planning Commission Meetings

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

Planning Commission Chairman: Charles L. Dean

Applicant: Steve Wilkin

Date: 6-9-15