

LANCASTER COUNTY PLANNING COMMISSION

August 19, 2014
6:30 PM
Lancaster Co.
Adm. Bldg., #224
(803) 285-6005

Type of meeting:	General Business Meeting	Facilitator:	Planning Staff
Clerk:	Judy Barrineau		
Please read:	Agenda Packet		
Please bring:	Agenda Packet & UDO		
Call To Order		Chairman	
Roll Call		Chairman	
Approve Agenda		Chairman	
Citizen's Comments		Chairman	
Approval of minutes – June 30, 2014 Workshop Minutes & July 15, 2014 Regular Minutes		Chairman	
Chairman's Report		Chairman	
Director's Report		Penelope Karagounis	
SD-014-002 Southstone – Subdivision application of MI Homes for a proposed subdivision named Southstone. The property is located along the southeast quadrant of the intersection of Barberville Rd. and Harrisburg Rd. along the NC/SC state line in the Indian Land Community, Lancaster County, South Carolina. {Public Hearing} pgs. 1-63 Tax Map 4, Parcels 1 & 2. Tax Map 3, Parcels 40.02, 40.04, 40.06. Portion of Tax Map 3, Parcels 40.00, 40.09, & 40.13.		Penelope Karagounis	
SD-014-003 Bent Creek – Subdivision application of TDON Development (Bent Creek). The proposed subdivision has ± 1,155 feet of frontage along the southern portion of Jim Wilson Road with the proposed ingress/egress point being approximately 900 feet east of the intersection with Henry Harris Road. Additionally, there is ± 100 feet of proposed frontage along Henry Harris Road with the proposed ingress/egress point being approximately 1,500 feet south of the intersection with Jim Wilson Road. {Public Hearing} pgs. 64-121 TMS# 0015-00-005.01, 0015-00-010.00, 0014-00-041.00, 0015-00-007.01		Alex Moore	
SD-014-004 The Retreat at Rayfield (Amendment) – The Retreat at Rayfield an approved subdivision that consists of 171.34 acres, with a total of 379 Single Family Residential lots, with a density of 2.21 du/ac., and a total of 29.04 acres of Common Open Space (16.9%). The Retreat at Rayfield is located just north of the Sun City Carolina Lakes Planned Development District, 18 (PDD-18). {Public Hearing} pgs. 122-123 Tax Map 0013-00-105.00, 0013-00-104.01, 0013-00-109.01, 0013-00-109.02		Elaine Boone	
SD-014-005 Deerfield Creek a/k/a "Providence Estates" – Subdivision application of Mr. Tom Waters with Union Lancaster Land Development, LLC., for a proposed subdivision Deerfield Creek a/k/a "Providence Estates" for approval of a proposed 41 lot subdivision to be built on a 59.45 acre tract of property. The applicant will require a variance on the connectivity index from 1.40 to less than 1.0. {Public Hearing} pgs. 124-141 TMS# 0014-00-012.01		Elaine Boone	

<p>DA-014-006 – Bonterra Builders (Barber Rock South) has submitted an application to enter into a development agreement with Lancaster County. The site is located in the panhandle area of the County along Barberville Road (Tax Map 6, Parcels 53, 53.01, and 53.02). The site contains a total of 83.82 acres. {Public Hearing} pgs. 142-172</p>	<p>Penelope Karagounis</p>
<p>DA-014-007 – Bonterra Builders (The Reserve at Barber Rock) has submitted an application to enter into a development agreement with Lancaster County. The site is located in the panhandle area of the County near the intersection of Pettus Road and Barberville Road (Tax Map 3, Parcels 63.01 and 68). The site contains a total of 35.10 acres. {Public Hearing} pgs. 173-204</p>	<p>Penelope Karagounis</p>
<p>New Business:</p>	
<p>Old Business: Signage</p>	

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

Memo

To: Lancaster County Planning Commission Members
From: Penelope G. Karagounis, Lancaster County Planning Director
Date: August 8, 2014
Re: Director's Report for the August 19, 2014 Planning Commission Meeting

Message:

The following are cases that went to the Development Review Committee in June and July of 2014:

1. Dollar Tree @ Highway 521
2. Keer America – Corporate Office
3. Valmet Power Service
4. Bent Creek Subdivision
5. Southstone Subdivision
6. Providence Estates

The following are upcoming DRC cases that will meet with local agencies in August:

1. Purcell Construction, Inc.
2. Edgewater Retail Site
3. Cross Creek Hickory Tavern

I would like to thank both the Lancaster County Planning Commission members and the City of Lancaster Planning Commission members for attending the joint workshop in regards to the rewrite of the Comprehensive Plan. We appreciate all the work that Mr. Robby Moody and Mrs. Kara Drane from the Catawba Council of Government has done for the rewrite of the Comprehensive Plan. Our next joint workshop for the rewrite of the Comprehensive Plan will be on Thursday, September 4, 2014 at 6:00 p.m.

On July 28, 2014 at the Lancaster County Council meeting, County Council agreed to give \$20,478.00 to the construction of the Carolina Thread Trail in the Walnut Creek Park. The County was awarded \$110,369.00 through the Carolina Thread Trail grant system in November of 2012. The County match was for \$7,500.00. The match money is to be used for trail signage, trail markers, trash cans, pet waste stations, and benches along the 3.484 acres of trail. After Hal Hiott, from Lancaster County Parks and Recreation Department met with LStarr Development, modifications had to be made to the trail due to the limited easement awarded to the County by the developer. There were also areas that new residential lots were added and the trail had to move to accommodate the new residential lots. The Blue Ridge Trail Works company that is building this trail ran into areas that they needed to use a more hardened surface vs. a natural surface for the trail since it is near the 12 Mile Creek. This caused the estimate of the trail to increase and this is why we needed \$20,478 to complete the 3.484 acres of trail. We are graciously thankful for the Lancaster County Council in funding the extra money for this trail so it can be completed by November. The Lancaster County Planning Department and the Lancaster County Parks and Recreation Department truly believe that the establishment of the Carolina Thread Trail in Lancaster County will be a true asset for all of the citizens of Lancaster County to enjoy.

<p>SD-014-002 Southstone – Subdivision application of MI Homes for a proposed subdivision named Southstone. The property is located along the southeast quadrant of the intersection of Barberville Rd. and Harrisburg Rd. along the NC/SC state line in the Indian Land Community, Lancaster County, South Carolina. {Public Hearing} pgs. 1-63</p> <p>Tax Map 4, Parcels 1 & 2. Tax Map 3, Parcels 40.02, 40.04, 40.06.</p> <p>Portion of Tax Map 3, Parcels 40.00, 40.09, & 40.13.</p>	<p>Penelope Karagounis</p>
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PLANNING STAFF REPORT

I. Facts

General Information

Proposal:

This is a subdivision application of MI Homes for a proposed subdivision named Southstone.

Property Location:

The property is located along the southeast quadrant of the intersection of Barberville Rd. and Harrisburg Rd. along the NC/SC state line in the Indian Land Community, Lancaster County, South Carolina.

Legal Description:

- Tax Map 4, Parcels 1 and 2.
- Tax Map 3, Parcels 40.02, 40.04, 40.06.
- Portion of Tax Map 3, Parcels 40.00, 40.09, and 40.13.

Zoning Classification:

The property is currently zoned R-15 Moderate Density Residential/Agricultural District with the Cluster Subdivision Overlay District. The zoning of the property was rezoned on July 14, 2014 from R-15P to R-15, with the Cluster Subdivision Overlay District.

Site Information

Site Description:

The site contains ±164.4 acres which will consist of 194 traditional single-family residential lots and 134 age-targeted single-family residential lots. The density for this Subdivision is capped at 2.0 dwellings per acre based on the Development Agreement Ordinance #2014-1281.

Vicinity Data:

Surrounding Conditions: The site is surrounded by properties zoned as R-15P, Moderate Density Residential/Agricultural Panhandle District. The 134 age-targeted single-family residential lots are located next to the BridgeHampton Subdivision.

Exhibits:

1. Subdivision Application
2. Ordinance #663, and Development Agreement# 2014-1281
3. Location Map
4. Tax Inquiry Sheet

5. Correspondence

II. Findings

The applicant submitted the Preliminary Plan Application electronically to the following departments to review the Southstone Subdivision Preliminary Plan:

- Lancaster County Building Department, Steve Yeargin
- Lancaster County EMS, Clay Catoe
- Lancaster County Economic Development Corporation, Keith Tunnell,
- Lancaster County Natural Gas, Seth Rodgers
- Lancaster County Water and Sewer District, James Hawthorne
- Lancaster County Parks and Recreation, Hal Hiott
- Lancaster County School District, Dr. Gene Moore; David Small, and Bryan Vaughn
- Lancaster County Sheriff, Barry Faile
- SCDOT, John McKay; Daniel Hopkins, and Mike Bagley
- Lancaster County Fire Marshal, Stephen Blackwelder
- Lancaster County Planning Department, Penelope Karagounis/Andy Rowe

The Planning Department distributed paper copies of the Southstone Subdivision Preliminary Plan to the following agencies:

- Lancaster County Public Works, Jeff Catoe
- Lancaster County Zoning Department, Kenneth Cauthen,
- Lancaster County E-911 Addressing Coordinator, Trish Hinson

The DRC met on July 22, 2014 at 10:30am to discuss the Southstone Preliminary Plan. The staff present at the meeting was as follows:

- Stephen Blackwelder - Lancaster County Fire Marshal
- James Hawthorne - Lancaster County Water and Sewer Staff Engineer
- Jeff Catoe - Lancaster County Public Works Director
- Wes Carter - Lancaster County Water and Sewer Staff Engineer
- Steve Yeargin - Lancaster County Building Official
- Nick Cauthen – Planner 1
- Kenneth Cauthen – Zoning Official
- Andrew Rowe – Planner 1
- Penelope Karagounis – Planning Director

The following comments were received by July 25, 2014 by local agencies:

Planning Department (see Exhibit 5):

1. CSOD6F9: A cluster subdivision shall include provisions for the protection of trees and other natural amenities within the area or areas of designated open space. Trees over twenty-four (24”) in diameter shall be preserved and incorporated in designated open space where practicable, and upon the request of planning staff such trees within areas designated for trails, and

- other such recreational improvements may also need to be shown and labeled: Have any trees over 24inch diameters been identified on the open space area?
2. CSOD6J10: Variety in architecture and building materials shall be encouraged within the CSOD. It is encouraged that buildings be constructed using quality finish materials such as brick, masonry, stone, concrete siding, or stucco: Please provide building elevations for Southstone. Please note vinyl siding is not permissible with a five foot (5') side yard. As indicated on checklist this is to be determined during construction document phase.
 3. Does the proposed site layout accommodate and preserve any features of historic, cultural, archeological, or sensitive environmental value? Check list was indicated N/A. Has there been any study to suggest otherwise? Mr. Wiggins commented on the road bed being a historical road and expressed that they were working around the area and possibly incorporate this area into the project.
 4. CSOD6J9IV: A 50 foot buffer must be placed within the common open space area fronting Barberville Rd. and buffer on Harrisburg Rd. near cul-de-sac.
 5. **Please reference the Development Agreement on the preliminary plan as an additional note in the development data section. This plan shall adhere to the Development Agreement 2014-1281, and Ordinance No. 663.**
 6. CSODD6J7: Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be required to be incorporated into the final site plan prior to approval being given by the Development Review Committee: The Traffic Impact Analysis (TIA) for the project prepared by Sprague & Sprague, prepared June 6, 2014 and sealed by Gaye Garrison Sprague, PE. This TIA identified the following improvements to be constructed by the developer: Left turn lanes with 150 feet of storage should be built on Barberville and Harrisburg, and right turn lanes with 100 feet of storage should be provided on the access exits. In addition SCDOT should monitor the need for the eastbound turn phase. The June 30th letter sent by Ramey Kemp and Associates third party reviewer points out the above is TIA to be acceptable in its current form.
 7. Please provide acreage of open space areas shown on the preliminary site plan.
 8. Please provide POD letters on preliminary site plan.
 9. Are there parallel parking areas in relation to streets?
 10. Please label mail kiosk locations on preliminary site plan or separate sheet. In addition are there any parking locations for mail kiosks?
 11. Please spell out CSOD (Cluster Subdivision Overlay District) on Development Data section.
 12. Please add all tax parcel acreage on Preliminary Plan such that equals total site area.

13. Please color coordinate or add a table that includes all lots that are all age-targeted and non-age-targeted. Please identify by table which lot numbers go with 55, 65, 75, and 100' respected lots.
14. Tax Parcel 0003-00-040.01 is incorrect should be changed to 0003-00-040.04.
15. Please revise Cluster Subdivision Overlay District Staff Review Checklist: Please explain all requirements that are marked N/A. In addition, please note on Preliminary plan all requirements that are marked "To be determined during construction document phase".

Building Department

1. The Building Department asks that the builder be aware of fire resistance required where side setbacks are five feet. Note specifically the requirement for fire resistive siding, placing of windows on adjacent properties, and unvented soffits. The 2012 International Residential Code with South Carolina amendments will govern all construction.

Lancaster County Fire Service:

1. Confirmed that although the roads are private the hydrants will be public and maintained by the LCWSD.
2. There are no mid-block hydrants proposed for this project. If something changes and a hydrant is moved to a mid-block location the extra width pavement section would be needed.
3. Hydrants: According to the Development Data 24 hydrants are proposed for this subdivision. I could locate only 23 of them.
4. The hydrant at Lot 57 is not necessary to meet the 500 feet rule. It can remain if the developer wants it.
5. It was indicated that the project would be built in phases. Make sure that each phase has adequate hydrant protection. It may be necessary to build a portion of the infrastructure of the next phase to get hydrants in place. At no point should any construction go vertical without a hydrant within 500 feet of the structure regardless of phasing.
6. I voiced a concern that this plan is actually for two separate subdivisions. Some confusion and delay could occur in emergency response by responders going to the wrong section when a call is received. Developer agreed to look at unique community names to alleviate this problem.
7. "No Parking" signage on one side of road needs to be placed at every intersection and every 500 feet thereafter please. This should be observed during construction and permanently after construction.

Zoning Department:

1. As stated in the DRC meeting, Clem's Branch is located in a FEMA regulated A Zone. That is a Special Flood Hazard area without Base Flood Elevations. Section 9-43 of our Floodplain Ordinance will apply. The applicant will be required to provide a hydrologic and hydraulic engineering analysis to generate base flood elevations for the subdivision. Also, if fill is placed within 100 feet of the stream bank, certification from a registered engineer shall demonstrate that such fill shall not cause an increase in flood levels during an occurrence of the base flood discharge.

Lancaster County Water & Sewer District:

1. LCWSD will not approve of the lift station shown on the preliminary plan. The developer will be required to install the necessary sewer infrastructure from the rear of the Barber Rock Subdivision to the Southstone property.
2. IF a lift station would be permitted, the lift station would need to be located at the creek frontage on Harrisburg Rd., so that the lift station could be eliminated in the future.
3. Any offsite infrastructure that needs to be upsized, per LCWSD's Master Plan will require an agreement to be created between the developer and LCWSD.
4. LCWSD would entertain running a larger water line through the development, in lieu of installing the larger water line up Harrisburg Rd.
5. The 8" water line on Barberville Rd. would likely need to be extended to the last entrance (towards the SC/NC line) of the development.
6. The developer will be responsible for acquiring the necessary easements to obtain access to the existing gravity sewer line(s).
7. Although the roads will remain private roads, LCWSD will still own all water and sewer main infrastructure throughout the development; therefore, an easement will need to be granted for the road right-of-way after construction.
8. Sewer easements running between any lots will need to be 30' in width.
9. Confirm naming of project/phases for Southstone.
10. Future "off-site" easement(s) may be required on this development to avoid land-locking the infrastructure that would be installed.

Public Works:

1. Roads are to be privately maintained

2. Pavement width is to be 22' minimum

We are waiting for replies from ESP Associates and MI Homes. (Please see Exhibit 5)

Trish Hinson, E-911 Addressing Coordinator has placed the following roads/suffixes on hold for Southstone:

- Balancing Rock Dr.
- Capitol Terrace
- Clouds Rest Ct.
- Falkland Run Way
- Giants Causeway Dr.
- Golden Stone Rd.
- Haystack Ln.
- Hunts Mesa Terrace
- Idol Rock Dr.
- Linville Way
- Monument Valley Dr.
- Moon Hill Pl.
- Natural Bridge Ln.
- Notch Peak Ln.
- Notch Peak Pl.
- Painted Cliffs Way
- Queens Garden Terrace
- Rosetta Ave.
- Rushmore Pl.
- Wave Rock Ave.

SCDOT Comments: The Traffic Impact Analysis was prepared by Sprague and Sprague Consulting Engineers. The third part reviewer for the TIA was Ramey Kemp and Associates. "The site driveway intersections will operate acceptably with build volumes. Left turn lanes with 150 feet of storage should be built on Barberville and Harrisburg, and right turn lanes with 100 feet of storage should be provided on the site access exits. The exact locations of the site accesses will be worked out with SCDOT in the encroachment permit process (TIA Study source)."

SCDOT states the only outstanding comment they had was the further access point on Barberville Road. This comment will be addressed when the developer obtains the encroachment permit. SCDOT will make sure to keep the Planning Department in the loop with Southstone's encroachment permit.

Lancaster County School District: Letter from Bryan Vaughn, Director of Safety and Transportation, See Exhibit 6.

III. Conclusions:

The Southstone subdivision plans have been reviewed and received comments from all departments. Based on the compiled comments received there must be several revisions

made to the preliminary plan. At the time of press, we had just received the revision of the Preliminary Plan for Southstone subdivision from ESP Associates but staff is in the process of reviewing these revisions and checking with the local agencies that all of their comments have been addressed.

IV. Recommendation:

It is therefore the recommendation from the Planning Department that the subdivision application for the MI Homes (Southstone) Subdivision be approved contingent to comments being addressed from the local agencies and MI Homes.

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

Exhibit 1

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

Do Not Write In This Box

Application No. SD-014-002 Date Received 7-7-14 Fee Paid

INSTRUCTIONS:

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

Subdivision Name: Southstone

Project Type: Single Family Residential

Property Location: (☐ one) Unincorporated area of County City of Lancaster

Town of Heath Springs Town of Kershaw

Tax Map Number: 0004-00-001.00, 0004-00-002.00, 0003-00-040.02, 0003-00-040.04, 0003-00-040.06. Portion of Parcels: 0003-00-040.00, 0003-00-040.13, 003-00-040.09

Area in Acres: +/-164.40 (per GIS)

Number of Lots: 328

Number of Sections/Phases: Phasing to Be determined during Construction Document Phase

Existing Land Use District Classification: R-15 Cluster Overlay

CONTACTS:	APPLICANT PROPERTY OWNER	SURVEYOR/ENGINEER
NAME	<u>M/I Homes</u> <u>Attn. Mr. Bob Wiggins</u>	<u>ESP Associates, PA</u> <u>Attn: Matt Levesque</u>
ADDRESS	<u>5350 77 Center Drive #100</u>	<u>3475 Lakemont Blvd.</u>
CITY/STATE/ZIP	<u>Charlotte, NC 28217</u>	<u>Fort Mill, SC 29708</u>
PHONE NUMBER	<u>(704) 604-8424</u>	<u>(704) 634-2056</u>

Waster Supply: Wells Central LCWSD
Name of Provider

Water Treatment: Septic Central LCWSD
Name of Provider

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

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7-7-14

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

PRELIMINARY PLAN APPLICATION CHECKLIST
(Refer to Section 13.8)

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

1- General Information:

- Vicinity map and aerial photograph
- Graphic scale, north arrow and date
- Total acreage of land to be subdivided
- Boundaries of tract to be subdivided with all bearings & distances indicated
- Existing and proposed use of all lots
- Fifteen (15) digital copies of the preliminary plan and Six (6) hard copies (see contact list)

YES	NO
<input checked="" type="checkbox"/>	_____

2- Existing Conditions:

- Zoning classification of proposed subdivision and adjacent areas
- Deed record names of adjoining property owners
- Location of streams, lakes, and land subject to 100 year flood
- Location of adjoining property lines
- Location of existing buildings on the site
- Location of right-of-ways for existing roads, railroads, and utility lines on or adjacent to the site
- Size and location of existing sewers, water mains, drains, culverts, or other underground facilities within any road right-of-way on or adjacent to the site
- Acreage of each drainage area affecting the proposed subdivision
- Topography at intervals of not more than ten (10) feet (Topography may be included on a separate map)
- Location of city & county boundary lines (if applicable)
- Location of all central water and sewer lines within 1000 feet of the site

<input checked="" type="checkbox"/>	_____

3- Proposed Conditions:

- Proposed road layout (road right-of-ways) and public crosswalk locations
- Proposed road names
- Road cross-sections
- Profile of proposed roads showing natural and finished grades
- Layout of all lots, including: area, setback lines, scaled dimensions, lot and block numbers, and utility easements with width and use
- Preliminary letter of approval for septic waste disposal from DHEC
- Construction plans for water supply, storm drainage, and sanitary sewer systems (if applicable)
- Designation of all land to be reserved for public use
- Proposed major contour changes in areas where substantial cut and/or fill is to be done
- Number of proposed lots
- Total length of proposed roads
- Traffic Impact Analysis – Refer to SCDOT ARMS Manual

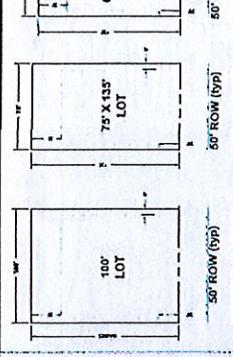
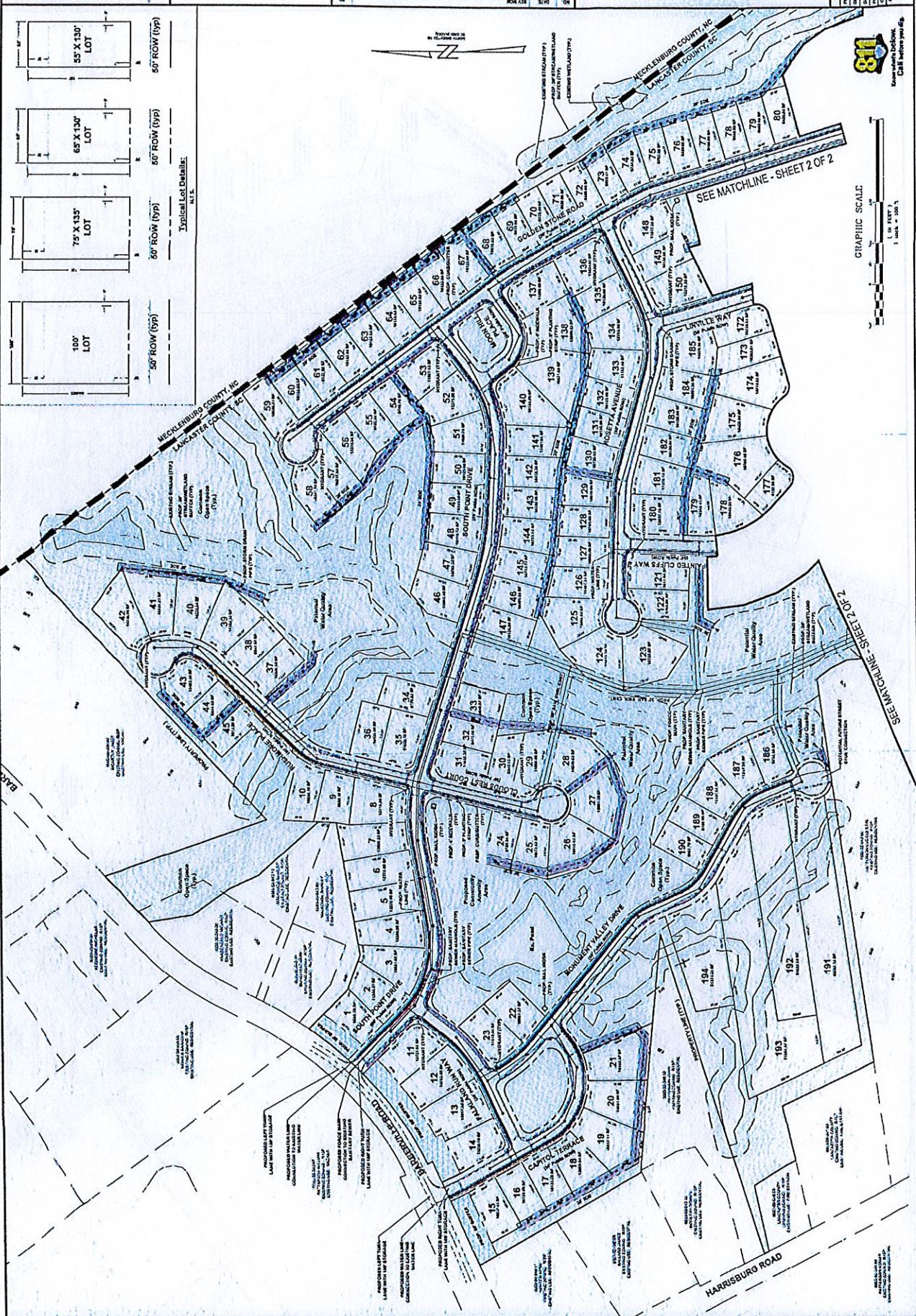
<input checked="" type="checkbox"/>	_____
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<input checked="" type="checkbox"/>	_____

If any of the above items are not included in your proposal, please explain why: _____
 Grading and road profiles to be provided during construction document phase. _____
 Traffic Impact Analysis _____

(use back of form if additional space is needed)

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

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7-7-14



PROJECT INFORMATION	NO.	DATE	BY
PROJECT NAME	NO.	DATE	BY
PROJECT NUMBER	NO.	DATE	BY
PROJECT LOCATION	NO.	DATE	BY
PROJECT STATUS	NO.	DATE	BY
PROJECT OWNER	NO.	DATE	BY
PROJECT DATE	NO.	DATE	BY

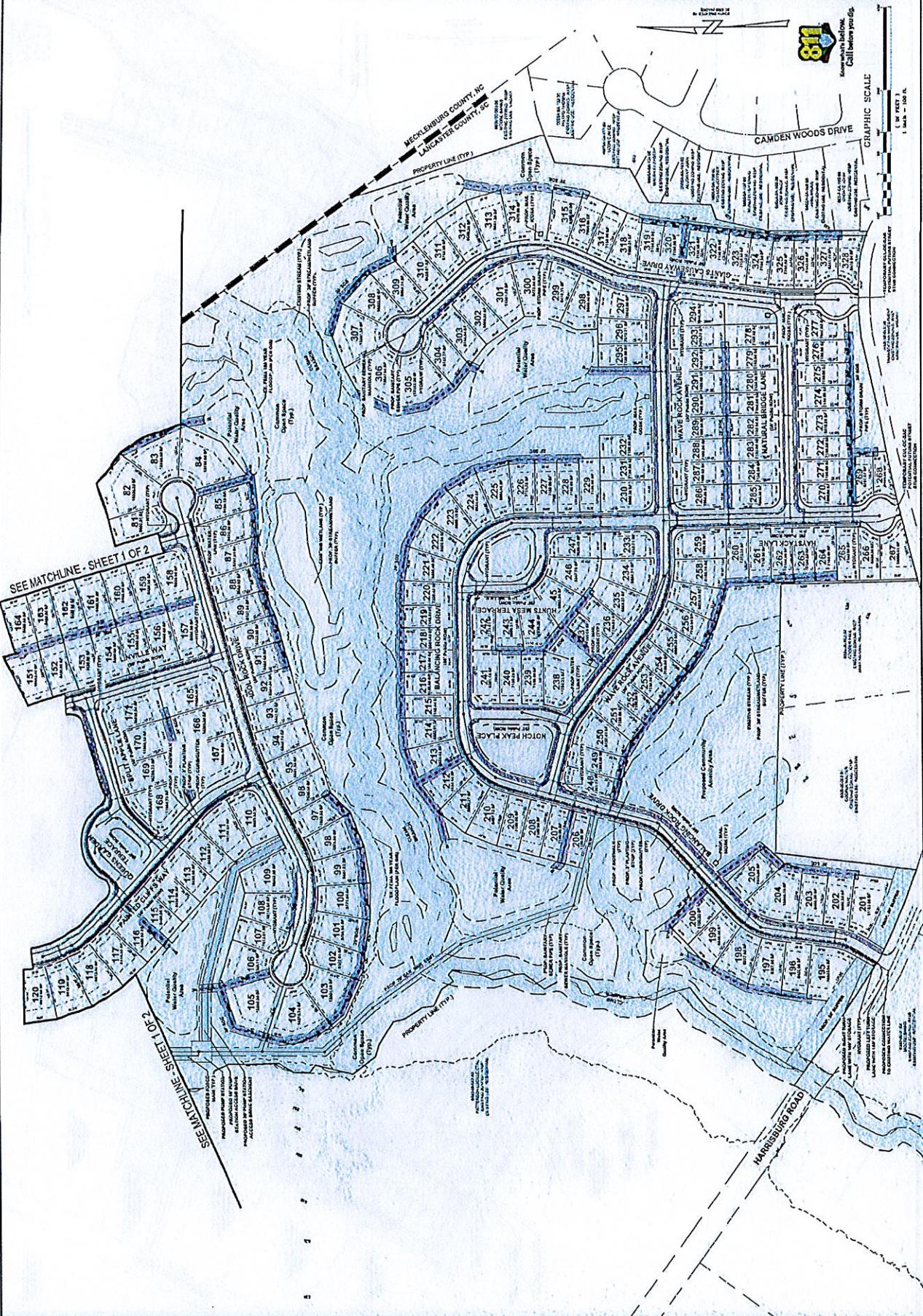


Exhibit 2

Lancaster County, South Carolina, Code of Ordinances >> PART I - THE CODE >> APPENDIX B - UNIFIED DEVELOPMENT ORDINANCE >> CHAPTER 23. DEVELOPMENT AGREEMENTS >>

CHAPTER 23. DEVELOPMENT AGREEMENTS

Section 23.1 Short title.

Section 23.2 Definitions.

Section 23.3 Intent.

Section 23.4 Minimum requirement.

Section 23.5 Initiation and consideration of agreements.

Sec. 23.6 Mandatory content of agreement.

Section 23.7 Optional content of agreement.

Section 23.8 Periodic review.

Section 23.9. Breach of agreement.

Section 23.10 Cost of consideration.

Section 23.1 Short title.

This chapter may be cited as the Development Agreement Ordinance for Lancaster County, South Carolina.

(Ord. No. 663, § 1, 4-25-05)

Section 23.2 Definitions.

a. As used in this chapter:

1. *Act* means the South Carolina Local Government Development Agreement Act, codified as S.C. Code §§ 6-31-10 to -160 (2004), as may be amended from time-to-time.
2. *Agreement* means a development agreement as authorized by the Act.
3. *Clerk* means the clerk of the council.
4. *Code* means the South Carolina Code of Laws, 1976, as amended.
5. *Council* means the Lancaster County Council.

b. Unless the context clearly indicates otherwise, terms not otherwise defined in this ordinance have the meanings set forth in the Act.

(Ord. No. 663, § 2, 4-25-05)

Section 23.3 Intent.

It is the intent of the council to require an agreement when planned development district zoning, as provided in the county's unified development ordinance, is sought for property containing 200 or more acres. Nothing in this chapter prohibits the county approving or a person seeking an agreement for property zoned other than planned development district or for property containing less than 200 acres.

(Ord. No. 663, § 3, 4-25-05)

Section 23.4 Minimum requirement.

Property subject to an agreement must contain 25 acres or more of highland.

(Ord. No. 663, § 4, 4-25-05)

Section 23.5 Initiation and consideration of agreements.

- a. At the time a developer makes application for planned development district zoning and the property is two hundred acres or more, the developer shall submit to the clerk:
 1. A letter stating that the developer is seeking planned development district zoning for property containing 200 acres or more;
 2. A proposed agreement containing, at a minimum, the information required by section 23.6; and
 3. A check as required by section 23.10.
- b. Upon receipt by the clerk, the clerk shall provide copies of the developer's letter and proposed agreement to each member of the council.
- c. Council may, in its discretion:
 1. Provide for the appointment of an ad hoc committee of the council, to review and make recommendations to the council on the content and disposition of the proposed agreement;
 2. Request the review by and comment of any county agency, department, board or commission and such agency, department, board or commission shall, upon request of the council, make appropriate resources and personnel available to the council to facilitate the council's review and consideration of the proposed agreement;
 3. Make arrangements as may be necessary or proper to enter into agreements, including negotiating and drafting of agreements; and
 4. Engage such consultants and professional service providers as may be needed including, but not limited to, engineering, financial, legal or other special services.
- d. The clerk shall forward a copy of the proposed agreement to the planning commission. The planning commission shall review the proposed agreement and make recommendations to the council not later than the time the planning commission makes its recommendations to the council on the proposed planned development district.
- e. At least two public hearings on the proposed agreement shall be conducted. One of the two required public hearings shall be held by the planning commission and the other shall be held by council. Not less than 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 Code Section 6-31-50(B).
- f. No agreement may be entered into by the county unless the agreement has been approved by council through the adoption of an ordinance. Any agreement approved by council must contain the information required by section 23.6.

(Ord. No. 663, § 5, 4-25-05)

Sec. 23.6 Mandatory content of agreement.

The proposed agreement filed by the developer, as provided in section 23.5, must include:

- a.

- A legal description of the property subject to the agreement and the names of the property's legal and equitable owners;
- b. The duration of the agreement which must comply with Code Section 6-31-40;
 - c. A representation by the developer of the number of acres of highland contained in the property subject to the agreement;
 - d. The then current zoning of the property and a statement, if applicable, of any proposed rezoning of the property;
 - e. The development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height;
 - 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;
 - 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;
 - 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;
 - 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;
 - j. A description, where appropriate, of any provisions for the preservation and restoration of historic structures;
 - k. A development schedule including commencement dates and interim completion dates at no greater than five year intervals;
 - 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;
 - 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;
 - 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;
 - 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;
 - p. A provision that:
 - 1. The agreement may be amended or cancelled by mutual consent of the parties to the agreement or their successors in interest;
 - 2.

If the amendment constitutes a major modification of the agreement, the major modification may occur only after public notice and a public hearing by the council, provided, that, for purposes of this subitem, a "major modification" means: (i) significant changes to the development scheduled time-frames set forth in the agreement; (ii) density modifications; (iii) land use changes; (iv) any major miscalculations of infrastructure or facility needs which create demand deficiencies; or (v) any other significant deviation from the development as contained in the agreement;

3. If the developer requests an amendment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified by the council if the developer is able to demonstrate and establish that there is good cause to modify those dates; and
4. The agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the agreement is entered into which prevents or precludes compliance with one or more of the provisions of the agreement;
 - q. A provision for periodic review, consistent with the provisions of section 23.8;
 - r. A provision addressing the effects of a material breach of the agreement, consistent with the provisions of section 23.9;
 - s. A provision that the developer, within 14 days after the county enters into the agreement, will record the agreement with the county clerk of court;
 - 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; and
 - u. A provision addressing the conditions and procedures by which the agreement may be assigned.

(Ord. No. 663, § 6, 4-25-05)

Section 23.7 Optional content of agreement.

The agreement approved by the council must include the information listed in section 23.6 and, in addition, may include:

- a. A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the council for the public health, safety, or welfare of the county's citizens;
- b. Requirements that the entire development or any phase of it be commenced or completed within a specified period of time;
- c. Defined performance standards to be met by the developer;
- d. Identification of any laws or land development regulations anticipated to be adopted by the council subsequent to the execution of the agreement and made applicable to the property subject to the agreement;
- e. Any other matter not inconsistent with the Act not prohibited by law.

(Ord. No. 663, § 7, 4-25-05)

Section 23.8 Periodic review.

At least every 12 months, the zoning administrator must review compliance with the agreement by the developer. At the time of review the developer must demonstrate good faith compliance with the terms of the agreement.

(Ord. No. 663, § 8, 4-25-05)

Section 23.9. Breach of agreement.

- a. If, as a result of the periodic review provided for in section 23.8, the zoning administrator finds and determines that the developer has committed a material breach of the terms or conditions of the agreement, the zoning administrator shall serve notice in writing, within 30 days 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 30 days to respond with a corrective action plan to cure the material breach. The zoning administrator may approve a corrective action plan which provides for a cure of the material breach in one year or less. Corrective action plans providing for a cure of the material breach in excess of one year must be reviewed and approved by the council. The zoning administrator and council may establish a time for the cure of the material breach different from that proposed by the developer.
- b. If the developer fails to respond to the zoning administrator's notice within 30 days or cure the material breach within the time approved by the zoning administrator or council, the council unilaterally may terminate or modify the agreement, provided, that the council has first given the developer the opportunity:
 1. To rebut the finding and determination; or
 2. To consent to amend the agreement to meet the concerns of the council with respect to the findings and determinations.
- c. The failure of a developer to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the agreement, but must be judged based on the totality of the circumstances.

(Ord. No. 663, § 9, 4-25-05)

Section 23.10 Cost of consideration.

The developer must pay a fee, to defray the cost of consideration of the proposed agreement by the council, and the amount of the fee shall be determined in the following manner: \$25.00 per acre for each acre of highland proposed to be included in the agreement with the total fee not to exceed twenty thousand dollars. The developer shall pay the fee by check made payable to Lancaster County and the check shall be included with the material submitted to the clerk as provided in section 23.5. The fee shall be deposited in a special account and used at the direction of the council only for the purpose of defraying expenses incurred by the county in the review and consideration of the proposed agreement. Any unused fee shall be returned to the developer within six months of the county's disposition of the proposed agreement.

(Ord. No. 663, § 10, 4-25-05)

Exhibit 2

FILE COPY

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

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

This DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 14th day of July, 2014 ("Agreement Date"), by and among M/I HOMES OF CHARLOTTE, LLC ("Developer"), a North Carolina limited liability company, and the COUNTY OF LANCASTER (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately 165 acres, more or less, located in the County and known as the Southstone development.

WHEREAS, Developer has submitted an application to the County requesting that the Southstone development property be rezoned to R-15, Moderate Density Residential / Agricultural District with a Cluster Subdivision Overlay District.

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

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

ATM?

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

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

ARTICLE I

GENERAL

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

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

- (1) "Act" means the South Carolina Local Government Development Agreement Act, codified as Sections §§ 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended.
- (2) "Agreement" means this Development Agreement.
- (2A) "Agreement Date" means 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 M/I Homes of Charlotte, 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.
- (9) "Ordinance No. 663" means Ordinance No. 663 of the County which is cited as the Development Agreement Ordinance for Lancaster County, South Carolina.
- (10) "Ordinance No. 2014-1282" means Ordinance No. 2014-1282 of the County zoning the Property R-15, Moderate Density Residential / Agricultural District with a Cluster Subdivision Overlay District.

(11) “Ordinance No. 2014-1281” means Ordinance No. 2014-1281 of the County approving this Agreement.

(12) “Parties” means County and Developer.

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

(14) Reserved.

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

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

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

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

Section 1.05. Zoning. The Property is zoned R-15, Moderate Density Residential / Agricultural District with a Cluster Subdivision Overlay District, pursuant to Ordinance No. 2014-1282.

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

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

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

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

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

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the

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

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

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

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

(C) Developer acknowledges and agrees that it (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.

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ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2014-1281 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2014-1281 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.

(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. 2014-1282 and the UDO 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 UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

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

Section 3.02. 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 subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity's officers and owners. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.01A. School Payments. Developer agrees to pay to the County for the benefit of the Lancaster County School District Five Hundred and No/100 dollars (\$500.00) for each lot created from the Property for residential dwelling units (the "School Payment"). Except as otherwise provided in this section, from the Agreement Date until the end of the fifty-seventh (57th) month of the Agreement, the School Payment is due and payable at the same time that the County building permit fees for the lot are due and payable. Payment of the School Payment is a condition for the issuance of a building permit. For the period after the fifty-seventh (57th)

month, Developer agrees to pay County by the end of the fifty-eighth (58th) month for the benefit of the Lancaster County School District an amount equal to Five Hundred and No/100 dollars (\$500.00) times the number of lots for which a building permit has not been issued. If the Developer sells a portion of the Southstone development, whether subdivided or not, the Developer shall pay not later than closing on the sale an amount equal to Five Hundred and No/100 dollars (\$500.00) times the number of lots associated with the portion of the Southstone development that is sold. The School Payment is separate and distinct from any fees or amounts payable to the County for a building permit. Monies received from the School Payment shall be remitted by the County to the Lancaster County School District by the end of the month following the month in which the School Payment is received by the County. Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, "Developer" means M/I Homes of Charlotte, LLC, a North Carolina limited liability company, and does not include its successors or assigns.

Section 4.01B. Fire and EMS Station. Developer agrees to donate to County, by the time of final plat approval for the first phase of the Southstone development, either the approximately two (2) acres of land identified on Exhibit F (the "Substation Property"), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety or Fifty Thousand and no/100 dollars (\$50,000.00). If the Developer chooses to donate the Substation Property, then Developer will convey fee simple title to the Substation Property to County by general warranty deed. The deed will include appropriate restrictions on the Substation Property to ensure that the Substation Property will continue to be used for fire and public safety related uses for at least ten (10) years from the date of transfer. Title to the Substation Property shall be insurable. Developer is responsible for the costs and expenses of transferring title to the Substation Property, except County is responsible for any title insurance premiums if County chooses to purchase title insurance. If the Developer chooses to donate Fifty Thousand and no/100 dollars (\$50,000.00), then the monies shall be used for acquisition of a site for a station for the Pleasant Valley Fire Protection District or for capital improvements for the Pleasant Valley Fire Protection District.

Section 4.01C. Funds for Public Safety. Developer agrees to pay County Two Hundred Fifty Thousand and no/100 dollars (\$250,000.00) by July 1, 2015 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 Southstone development is less than three hundred thirty (330). The reduction of the Public Safety Payment shall be an amount equal to Seven Hundred Fifty Eight dollars and no/100 (\$758.00) times the difference between three hundred thirty (330) and the number of lots approved in the preliminary plan for the entire Southstone development. For example, if the total number of lots approved in the preliminary plan is 288, then the Public Safety Payment will be reduced by the difference between 330 and 288, or 42, times \$758.00 which equals \$31,836.00 and yields a Public Safety Payment of \$218,164.00 (\$250,000.00 minus \$31,836.00 equals \$218,164.00). 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 \$250,000.00 and shall not be reduced. Upon receipt of the

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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 August 30, 2014, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

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

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

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

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

shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

(c) If a signalized intersection is required by the traffic impact analysis, or additional poles are required at an existing signalized intersection, a mast-arm traffic signal shall be installed. At a minimum, the standard metal mast-arm poles used by Duke Energy Corporation shall be installed. Complete cost of the installation of the mast-arm traffic signal shall be paid by Developer. Developer shall furnish a financial guarantee, acceptable to the County in its discretion, to cover future repairs 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 therefore from the South Carolina Department of Transportation. Developer's obligation to maintain the landscaping is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization.

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

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

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

Handwritten initials: JMC

(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 for the Property is two (2) dwelling units per acre.

Section 4.06. Vinyl Siding. The use of vinyl siding on the homes constructed on lots within the development is prohibited, except that vinyl eaves and soffits are allowed on homes constructed with brick veneer.

Section 4.07. Age-Restricted. County acknowledges that Developer intends to develop the portion of the Property shown as Pod E and Pod F, consisting of approximately fifty-four (54) acres, located south of Clem's Branch Creek on the Rezoning Plan, attached hereto as Exhibit G and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, into an age-restricted community where at least eighty percent (80%) of the residential dwelling units must be occupied (not owned) by at least one person fifty-five (55) years of age or older as permitted under the Fair Housing Act, as amended.

Section 4.08. 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 Southstone 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: M/I Homes of Charlotte, LLC
Attn: Mike McElroy, Division President-Charlotte
5350 Seventy-Seven Center Drive, Suite 100
Charlotte, NC 28217

With Copy to: M/I Homes of Charlotte, LLC
Attn: Donald R. Westfall
3 Easton Oval, Suite 500
Columbus, OH 43219

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

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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.

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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.

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Exhibit 2

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Friday, January 16, 2015, 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**

Southstone Development

Tax Map No. 3, Parcel 40.00, 40.02, 40.04, 40.06, 40.09 and 40.13
Tax Map No. 4, Parcel 1 and 2.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

JMC

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	Aug. 1, 2014	Feb. 1, 2015
Phased Land Development	Mar. 1, 2015	Dec. 1, 2019
Home Construction Starts	Dec. 1, 2015	Aug. 1, 2020
Year 1 Home Closings -- Approx. 60 per year	Jan. 1, 2016	Dec. 31, 2016
Year 2 Home Closings -- Approx. 60 per year	Jan. 1, 2017	Dec. 31, 2017
Year 3 Home Closings -- Approx. 60 per year	Jan. 1, 2018	Dec. 31, 2018
Year 4 Home Closings -- Approx. 60 per year	Jan. 1, 2019	Dec. 31, 2019
Year 5 Home Closings -- Approx. 60 per year	Jan. 1, 2020	Dec. 31, 2020

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 three hundred thirty (330) residential units.

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JMS

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 Acts Retirement – Life Communities, Inc. (Tax Map No. 0004-00-001.00), Sauer Properties, Inc. (Tax Map No. 0004-00-002.00), Mike and Jennifer Knabenshue (portion of Tax Map No. 0003-00-040.00), Janice Patterson Poston (Tax Map Nos. 0003-00-040.02 and 0003-00-040.04), Mamie B. Patterson Revocable Living Trust (Tax Map No. 0003-00-040.06), Shirley Patterson MacKenzie (Tax Map No. 0003-00-040.09) and Shirley P. Mackenzie (Tax Map No. 0003-00-040.13).

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

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

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

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

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

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

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the*

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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.

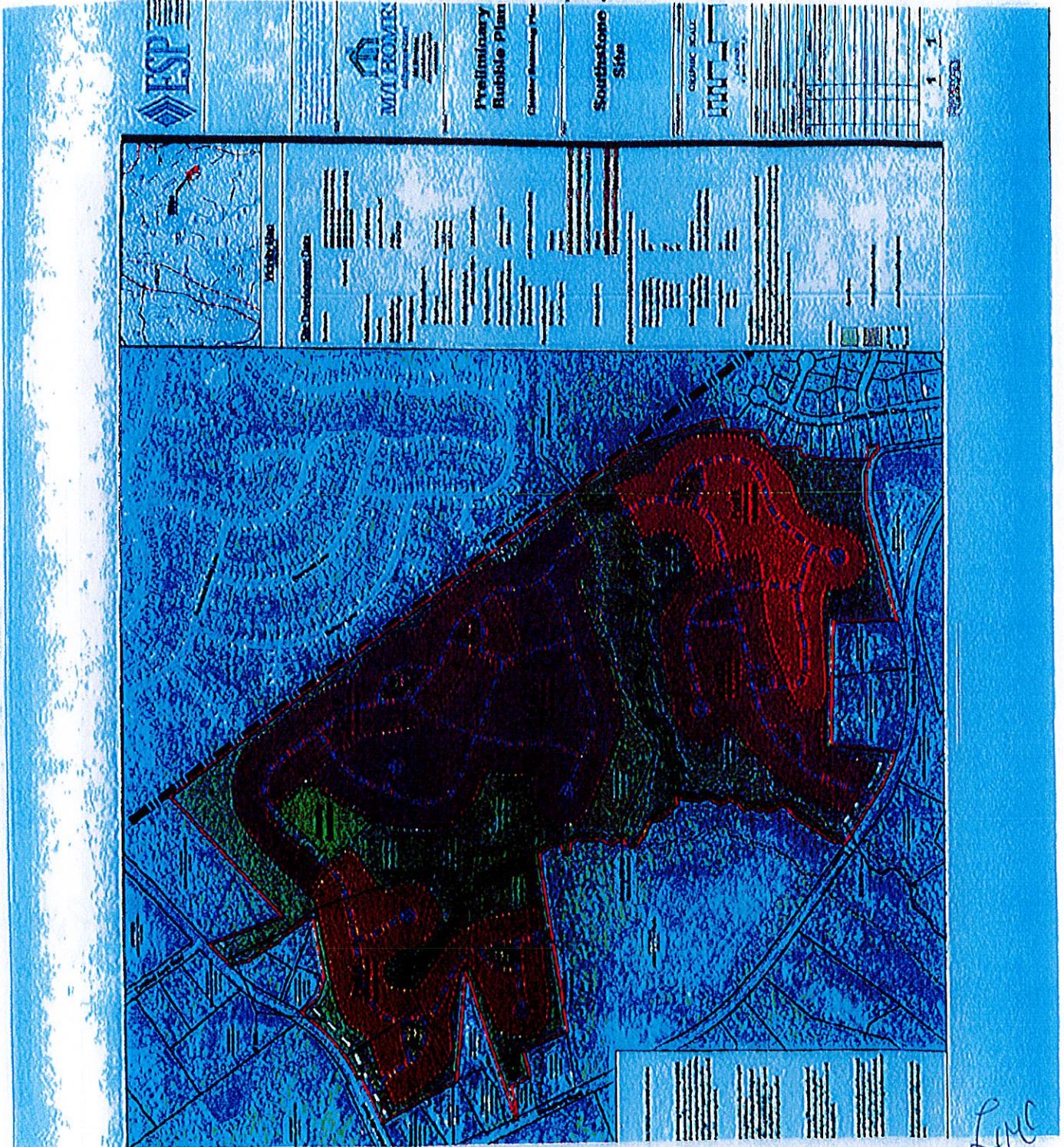
(P) a provision relating to the amendment, cancellation, modification or suspension of the agreement. See Section 5.02.

(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.

Exhibit F
Substation Property



Execution Version

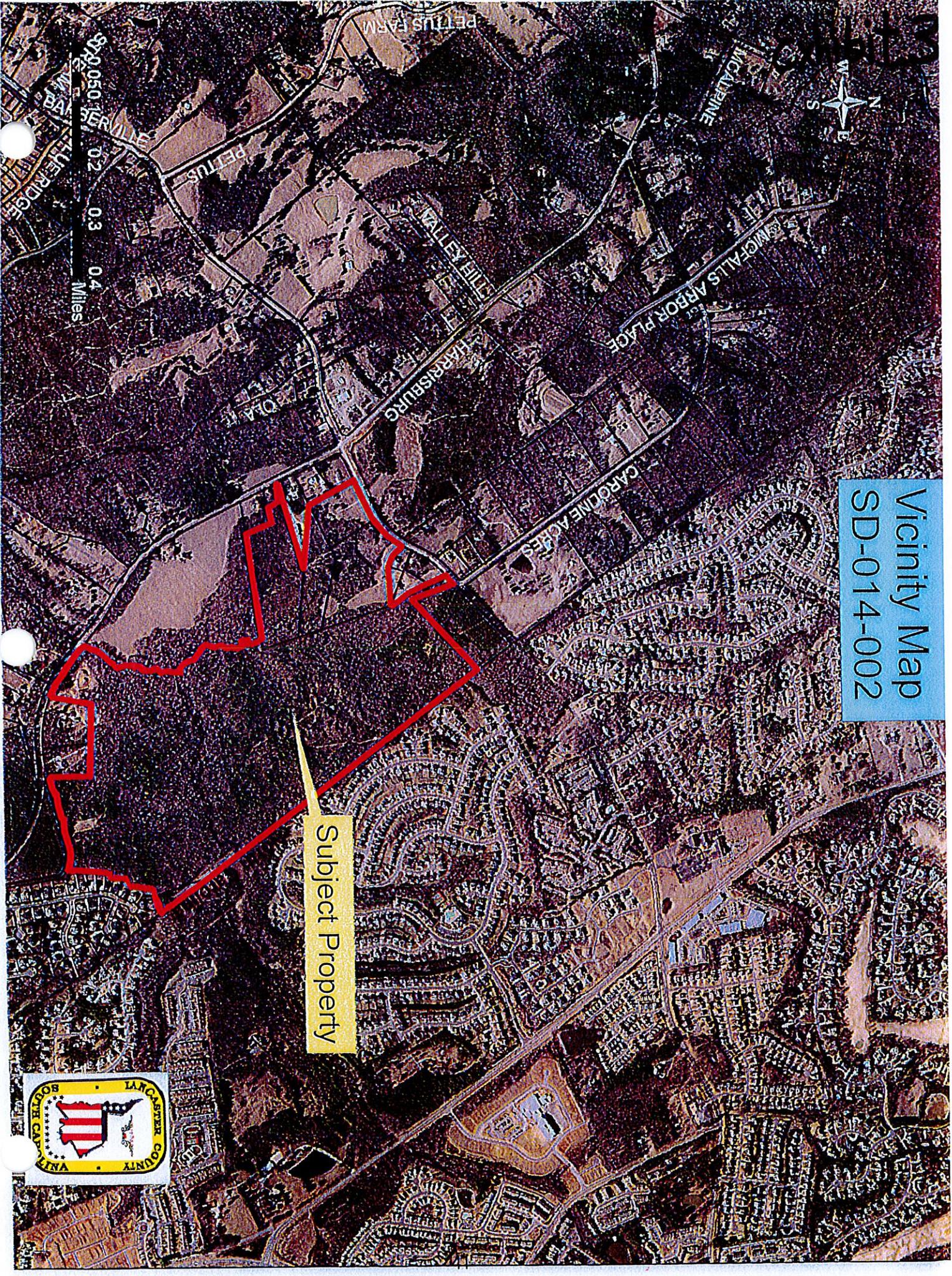
FLC

Vicinity Map
SD-014-002



0.2 0.3 0.4
Miles

Subject Property



Indexed By Parcel ID Card #

Add Mod Del Save Cancel

Parcel ID: 0003-00-040.00

Account: 212

Sticker #:

Location: 10858 BARBERVILLE RD Indian Land

Land Use: QR - QualRes

Owner #: KNABENSHUE MICHAEL R & JENNIFER O

Card: 1/1

District: 01 - County

Ent: Parcel/Area: 1.46 - AC

Neigh: 01 - 01

Own Type:

Market Adj Value

Calc Land Area: 1.460

Full Market Value: 137,600

Building Value: 86,600

Yard Items: 51,000

Land Value: 137,600

Total Value: 5,504

Assessed Value: 137,600

Capped Total:



Year 2013

1,460

137,600

86,600

51,000

137,600

5,504

137,600

Reval // Market Districts: 01

Narrative Description

This parcel contains 1.46 AC of land mainly classified as QualRes with a Sing Fam Dw Building built about 1972, having primarily Brick Exterior and 1604 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

Sales Information

Grantor: PATTERSON MAMIE B

Sale Price: 5

Sale Date: 9/22/2006

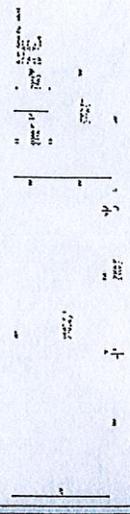
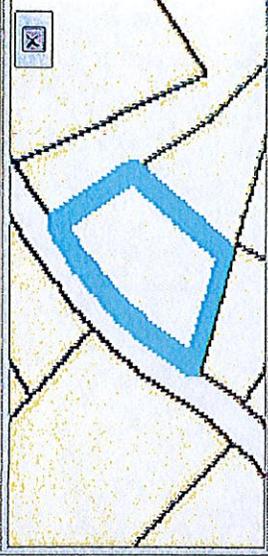
Legal Ref: 363-163

Validity: 9K

Sold/Vacant: No

Office Notes Notes

No Picture Available



212 QuickList

Open 7/21/2014 9:13 AM

Exhibit 4

Indexed By: Parcel ID Card #



Add Mod Del Save Cancel

Parcel ID: 0003-00-040.00 Card: 1 of 1 Location: 10858 BARBERVILLE RD Indian Cost - \$137,600

Current Owner Prior Owner ID/Factors/Taxes

Current Ownership

Title	Last Name	First Name	Res ex	% Own	Type
#1:	KNABENSHUE MICHAEL R &	JENNIFER O	<input type="checkbox"/>		
#2:			<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1: 10858 BARBERVILLE RD Home Phone:

Street #2: Cell Phone:

City/Town: INDIAN LAND Work Phone:

Province/State: SC Postal: 29707-0000 Email:

Country: Account Type:

D.O.B.: MM/DD/YYYY Legal Reference: 363-163

Owner Occupied: Sale Date: 9/22/2006 Owner Lookup Number: 34928

Separate Bill: Valid Owner: Private Infor:

Sales Exemptions More Owners Other Parties

Indexed By Parcel ID Card #

Add Mod Del Save Cancel

M Parcel ID: 0003-00-040,02

Account: 214
 Sticker #:
 Location: 10786 BARBERVILLE RD Indian Land
 Land Use: QR - QualRes
 Owner #: 11 POSTON JANICE PATTERSON

Card: 1/1
 District: 01 - County
 Ent. Parcel Area: 4.9274 - AC

Neigh: 01 -01
 Own Type:

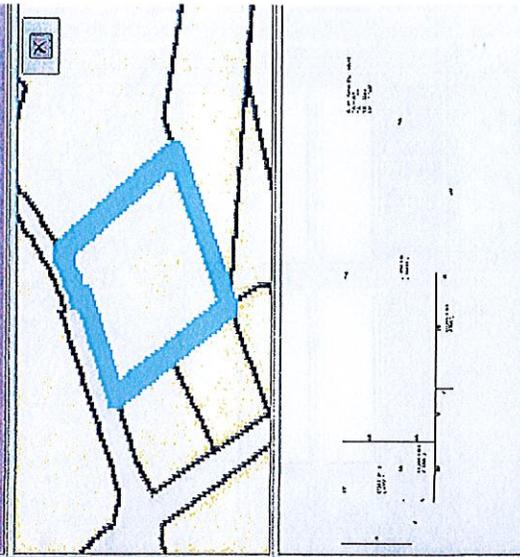
Market Adj Value	Current	Year	2013	Legal Description
Calc. Land Area:	4.927		4.927	
Full Market Value:	246,900		246,900	
Building Value:	89,100		89,100	
Yard Items:				
Land Value:	157,800		157,800	
Total Value:	246,900		246,900	
Assessed Value:	9,876		9,876	
Capped Total:	246,900		246,900	

Sales Information
 Grantor:
 Sale Price: 0
 Sale Date: 8/23/1979
 Legal Ref: D0006-3359

Reval// Market Districts: 01
Narrative Description
 This parcel contains 4.927 AC of land mainly classified as QualRes with a Sing. Fam Dw Building built about 1980, having primarily Brick Exterior and 1480 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 Half Bath, 0 Rooms, and 0 Bdrm.



No Picture Available



Office Notes Notes

Open 7/21/2014 9:12 AM

214 QuickList

Add Mod Del Save Cancel
 Indexed By

Parcel ID: 0003-00-040.02 Card: 1 of 1 Location: 10786 BARBERVILLE RD Indiar Cost - \$246,900

Current Owner | Prior Owner | ID/Factors/Taxes

Title	Last Name	First Name	Res ex	% Dwn	Type
#1:	POSTON JANICE PATTERSON		<input type="checkbox"/>		
#2:			<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1: 10786 BARBERVILLE RD Home Phone:
 Street #2: Cell Phone:
 City/Town: INDIAN LAND Work Phone:
 Province/State: SC Postal: 29707-0000 Email:
 Country: Account Type:
 D.O.B.: MM/DD/YYYY Legal Reference:
 Owner Occupied: Sale Date: 8/23/1979 Owner Lookup Number: 100

Separate Bill:
 Valid Owner:
 Private Infor:

Add Mod Del Save Cancel

Indexed By Parcel ID Card #

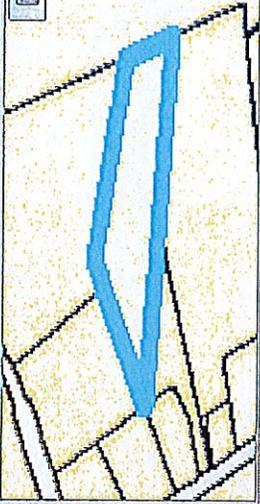
M Parcel ID: 0003-00-040.04
 Account: 69818
 Sticker #:
 Location: BARBERVILLE RD Indian Land
 Land Use: QUSE - Quailg
 Owner #: POSTON JANICE PATTERSON

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Market Adj Value	Current	Year 2013	Legal Description
Calc Land Area:	5,130	5,130	
Full Market Value:	164,160	164,160	
Full Land Value:	164,160	164,160	
Building Value:			
Yard Items:	626	626	
Land Value:	626	626	
Total Value:	25	25	
Assessed Value:	626	626	
Capped Total:			
Sales Information			
Grantor: POSTON JANICE PATTERSON			
Sale Price: 5			
Sale Date: 9/10/1993			
Legal Ref: Z0111-0009			
Office Notes	Notes		

Card: 1/1	District: 01 - County	Neigh: 01 - 01	Own Type:
Ent. Parcel Area: 5.13 - AC			
Reval / Market Districts: 01			
Narrative Description			

No Picture Available



No Sketch Available












Indexed By Parcel ID Card #

Parcel ID: 0003-00-040.04 Card: 1 of 1 Location: BARBERVILLE RD Indian Land Cost - \$626

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

Title	Last Name	First Name	Res ex	% Own	Type
#1:	POSTON JANICE PATTERSON		<input type="checkbox"/>		
#2:			<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1: 10786 BARBERVILLE RD Home Phone: Fill
 Street #2: Cell Phone: List
 City/Town: INDIAN LAND Work Phone: Verify
 Province/State: SC Postal: 29707-0000 Email: Verify

Account Type: Separate Bill:
 D.O.B.: MM/DD/YYYY Legal Reference: Valid Owner:
 Owner Occupied: Sale Date: 9/10/1993 Owner Lookup Number: 100 Private Infor:

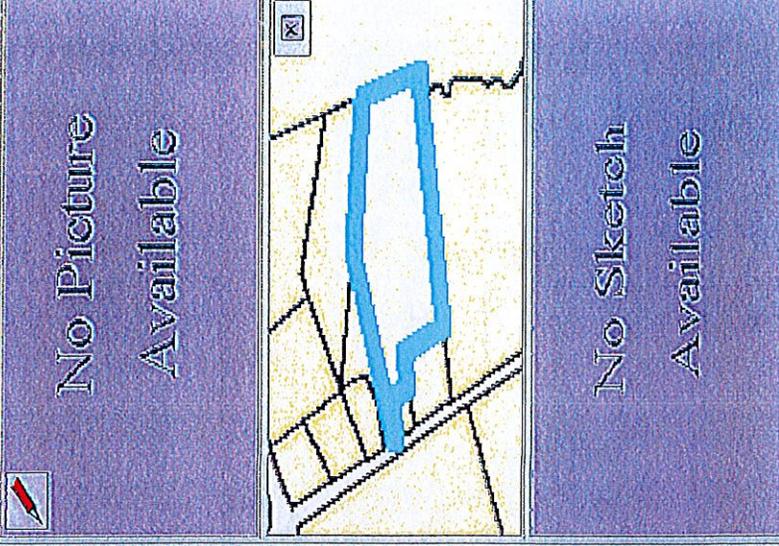
Parcel ID: 0003-00-040.06
Account: 69816
Sticker #:
Location: HARRISBURG ROAD Indian Land
Land Use: QUOSE - QualAg
Owner #1: MAMIE B PATTERSON REVOCABLE LIVING TRUST # Own Type:
Card: 1/1
District: 01 - County
Ent. Parcel Area: 11.32 - AC
Neigh: 01 - 01

Market Adj Value	Current	Year 2013	Legal Description
Calc. Land Area:	11,320	11,320	
Full Market Value:	372,184	372,184	
Full Land Value:	372,184	372,184	
Building Value:			
Yard Items:			
Land Value:	1,381	1,381	
Total Value:	1,381	1,381	
Assessed Value:	55	55	
Capped Total:	1,381	1,381	

Reval// Market Districts: 01
Narrative Description

Sales Information
Grantor: MAMIE B PATTERSON REVOCABLE
Sale Price: 1
Sale Date: 8/25/2009
Legal Ref: 560-275
Validity: 1
Sold Vacant: No

Office Notes Notes



Indexed By: Parcel ID Card #

Parcel ID: 0003-00-040.06 Card: 1 of 1 Location: HARRISBURG ROAD Indian Le Cost - \$1,381

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

Title	Last Name	First Name	Res ex	% Ow	Type
#1:	MAMIE B PATTERSON REVOCABLE LIVING	TRUST #2 ETAL	<input type="checkbox"/>	<input type="checkbox"/>	
#2:	% PATTERSON MAMIE B		<input type="checkbox"/>	<input type="checkbox"/>	
#3:			<input type="checkbox"/>	<input type="checkbox"/>	

Street #1: 10858 BARBERVILLE RD Home Phone:
 Street #2: Cell Phone:
 City/Town: INDIAN LAND Work Phone:
 Province/State: SC Postal: 29707-0000 Email:

Account Type: Separate Bill:
 D.O.B.: MM/DD/YYYY Legal Reference: 560-275 Valid Owner:
 Owner Occupied: Sale Date: 8/25/2009 Owner Lookup Number: 51188 Private Infor:

Sales Exemptions Other Parties

Indexed By Parcel ID

Card #

Add Mod Del Save Cancel

Parcel ID: 0003-00-040.09

Account: 72149

Sticker #:

Location: 10800 BARBERVILLE RD Indian Land

Land Use: NMH - NonQMH

Owner #: MACKENZIE SHIRLEY PATTERSON

Market Adj Value

Calc. Land Area:	10.140
Full Market Value:	356,892
Full Land Value:	325,592
Building Value:	29,800
Yard Items:	1,500
Land Value:	33,115
Total Value:	64,415
Assessed Value:	3,843
Capped Total:	64,415

Sales Information

Grantor: ORRON SHIRLEY PATTERSON
 Sale Price: 5
 Sale Date: 9/10/1997
 Legal/Ref: M012-0152
 Validity: 9R
 Sold/Vacant: No

Card: 1/1

District: 01 - County

Ent. Parcel Area: 10.14 - AC

Neigh: 01 - 01

Own Type:

Year: 2013

10.140
356,892
325,592
29,800
1,500
33,115
64,415
3,843
64,415

Legal Description

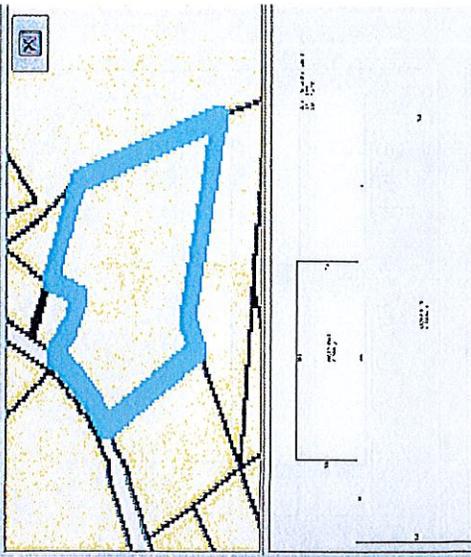
Reval/Market Districts: 01

Narrative Description

This parcel contains 10.14 AC of land mainly classified as NonQMH with a Mobile Home Building built about 1998, having primarily Alum/Vinyl Exterior and 1248 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 Half Bath, 0 Rooms, and 0 Bdrm.



No Picture Available



Office Notes Notes

Open 7/21/2014 9:16 AM

72149

QuickList

Exhibit 4

Indexed By Parcel ID Card #

Parcel ID: 0003-00-040.09 Card: 1 of 1 Location: 10800 BARBERVILLE RD Indiar Cost - \$64,415

Current Owner | Prior Owner | ID/Factors/Taxes

#	Title	Last Name	First Name	Res ex	% Own	Type
#1:		MACKENZIE SHIRLEY PATTERSON		<input type="checkbox"/>		
#2:				<input type="checkbox"/>		
#3:				<input type="checkbox"/>		

Street #1: 10800 BARBERVILLE ROAD Home Phone:
 Street #2: Cell Phone:
 City/Town: INDIAN LAND Work Phone:
 Province/State: SC Postal: 29707-0000 Email:

Country: Account Type: Separate Bill:
 D.O.B.: MM/DD/YYYY Legal Reference: Valid Owner:
 Owner Occupied: Sale Date: 9/10/1997 Owner Lookup Number: 23855 Private Info:

Add Mod Del Save Cancel

Parcel ID: 0003-00-040.13

Account: 82651

Sticker #:

Location: 10866 BARBERVILLE RD Indian Land

Land Use: QR - QualRes

Owner #: MACKENZIE SHIRLEY P

Card: 1/1

District: 01 - County

Ent. Parcel Area: 1.02 -

Neigh: 01 - 01

Own Type:

Market Adj Value

Calc. Land Area: 1.020

Full Market Value: 197,300

Building Value: 156,800

Yard Items: 40,500

Land Value: 197,300

Total Value: 7,892

Assessed Value: 197,300

Capped Total:

Current

1.020

197,300

156,800

40,500

197,300

7,892

197,300

Year 2013

1.020

197,300

156,800

40,500

197,300

7,892

197,300

Sales Information

Grantor: PATTERSON MAMIE B.

Sale Price: 5

Sale Date: 4/5/2007

Legal Ref: 390-305

Validity: 2

Sold Vacant: No

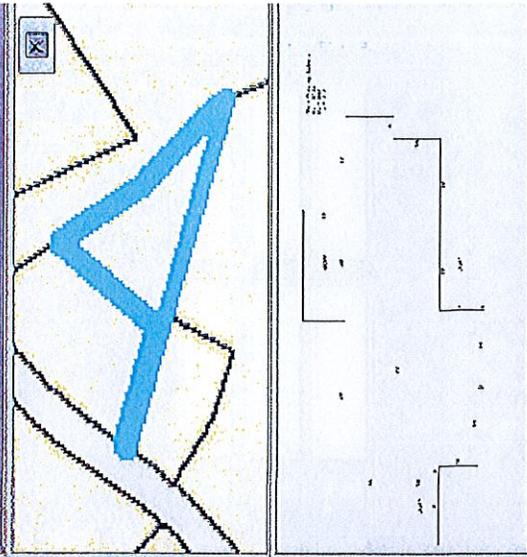
Reval/Market Districts: 01

Narrative Description

This parcel contains 1.02 of land mainly classified as QualRes with a Sing Fam Dw Building built about 2007, having primarily AlumVinyl Exterior and 2128 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 Half Bath, 0 Rooms, and 0 Bdrm.



No Picture Available



Office Notes

7/21/2014

9:14 AM

82651

QuickList

Indexed By: Parcel ID Card #

Parcel ID: 0003-00-040.13 Card: 1 of 1 Location: 10866 BARBERVILLE RD Indiar Cost - \$197,300

Current Owner | Prior Owner | ID/Factors/Taxes

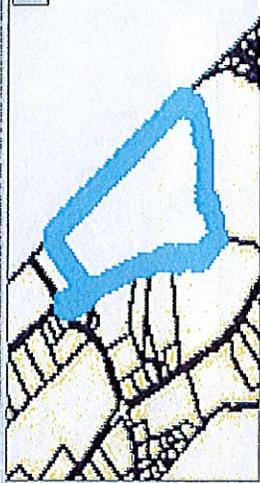
#	Title	Last Name	First Name	Res ex	% Own	Type
#1:		MACKENZIE SHIRLEY P		<input type="checkbox"/>		
#2:				<input type="checkbox"/>		
#3:				<input type="checkbox"/>		

Street #1:	10866 BARBERVILLE RD	Home Phone:	
Street #2:		Cell Phone:	
City/Town:	INDIAN LAND	Work Phone:	
Province/State:	SC	Postal:	29707-0000
Country:		Account Type:	
D.O.B.:	MM/DD/YYYY	Legal Reference:	390-305
Owner Occupied:		Sale Date:	4/5/2007
		Owner Lookup Number:	45539

Separate Bill:	<input type="checkbox"/>
Valid Owner:	<input checked="" type="checkbox"/>
Private Infor:	<input type="checkbox"/>

Indexed By:

Card #:



Parcel ID: 0004-00-001.00
Account: 365
Sticker #:
Location: STATE LINE Lancaster
Land Use: NLN - LandOnly
Owner #1: ACTS RETIREMENT-LIFE COMMUNITY
Card: 1/1
District: 01 - County
Ent. Parcel/Area: 79.059 - AC
Neigh: 01A - 01A
Own Type:

Year	2013
Ent. Parcel/Area	79.050
Full Market Value	2,721,500
Building Value	2,721,500
Yard Items	2,721,500
Land Value	163,290
Total Value	2,721,500
Assessed Value	
Capped Total	

Legal Description:
 Reval // Market Districts: 01
Narrative Description:

Market Adj Value
 Current: 79.050
 2,721,500

Building Value: 2,721,500
Yard Items: 2,721,500
Land Value: 163,290
Total Value: 2,721,500

Assessed Value:
Capped Total:

Sales Information
Grantor: YAGER DEXTER R SR
Sale Price: 3,249,757
Sale Date: 1/12/2001
Legal Ref: 0106-0333

Validity: 0
Sold/Vacant: No

Office Notes
 Notes

Parcel ID: 0004-00-001.00 Card: 1 of 1 Location: STATE LINE Lancaster Cost - \$2,721,500

Current Owner | Prior Owner | ID/Factors/Taxes

Title	Last Name		First Name	Res ex	% Own	Type
#1:	ACTS RETIREMENT-LIFE COMMUNITY			<input type="checkbox"/>		
#2:				<input type="checkbox"/>		
#3:				<input type="checkbox"/>		
Street #1:	PO BOX 90	Home Phone:				
Street #2:		Cell Phone:				
City/Town:	WEST POINT	Work Phone:				
Province/State:	PA	Postal:	19486-0090			
Country:		Account Type:				Separate Bill: <input type="checkbox"/>
D.O.B.:	MM/DD/YYYY	Legal Reference:				Valid Owner: <input checked="" type="checkbox"/>
Owner Occupied:		Sale Date:	1/12/2001			Private Info: <input type="checkbox"/>
		Owner Lookup Number:	238			

Sales Exemptions More Owners Other Parties QuickList
 Open 7/25/2014 3:05 PM 365

Exhibit 4

Add Mod Del Save Cancel

Indexed By Parcel ID

Card #

Parcel ID: 0004-00-002.00

Account: 366

Sticker #:

Location: STATE LINE Lancaster

LandUse: QUSE - QualAg

Owner #1: SAUER PROPERTIES INC

Card: 1/1

District: 01 - County

Ent. Parcel Area: 53.93 - AC

Neigh: 01 - 01

Own Type:

Market Adj Value

Calc. Land Area: 53.930

Full Market Value: 1,894,236

Building Value: 1,894,236

Yard Items: 6,579

Land Value: 6,579

Total Value: 263

Assessed Value: 6,579

Capped Total:



Year 2013

53.930

1,894,236

1,894,236

6,579

6,579

263

6,579

Sales Information

Grantor: SAUER PROPERTIES INC

Sale Price: 100*

Sale Date: 8/4/1987

Legal Ref: G007-1150

Validity:

Sold Vacant: No

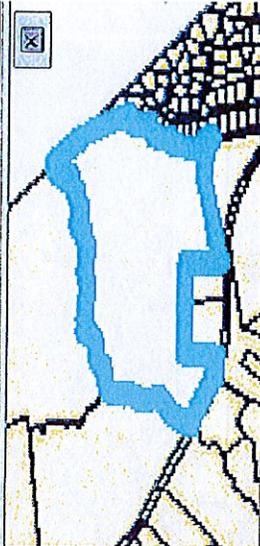
Legal Description

Reval//Market Districts: 01

Narrative Description



No Picture Available



No Sketch Available

Office Notes

7/21/2014

9:11 AM

366

QuickList



Exhibit 4

Indexed By: Parcel ID: Card #:

Add Mod Del Save Cancel

Parcel ID: 0004-00-002.00 Card: 1 of 1 Location: STATE LINE Lancaster Cost - \$6,579

Current Owner | Prior Owner | ID/Factors/Taxes

- Current Ownership

Title	Last Name	First Name	Res ex	% Own	Type
#1:	SAUER PROPERTIES INC				
#2:					
#3:					

Street #1: 2000 W BROAD ST Home Phone: Fill
 Street #2: List
 City/Town: RICHMOND, VA Work Phone: Vanity
 Province/State: VA Postal: 23220-0000 Email: Vanity

Country: Account Type: Separate Bill:
 D.O.B.: MM/DD/YYYY Legal Reference: Valid Owner:
 Owner Occupied: Sale Date: 8/4/1987 Owner Lookup Number: 239 Private Infor:

Sales Exemptions Other Parties

Open 7/25/2014 3:07 PM Ownership Information 366 QuickList

Exhibit 4

Exhibit # 5

Andy Rowe

From: Andy Rowe
Sent: Monday, July 28, 2014 4:15 PM
To: Stephen Blackwelder; Jeffery D. Catoe; STEPHEN C YEARGIN; Nicholas Cauthen; KENNETH C CAUTHEN; Penelope Karagounis; 'james.hawthorne@lcwasd.org'; 'wcarter@lcwasd.org'; Alex J. Moore; 'bwiggins@mihomes.com'; 'mreiking@espassociates.com'
Subject: Southstone Comments from DRC Meeting
Attachments: southstone comments DRC.docx

Mr. Wiggins,

Please find attached the DRC comments for the Southstone Preliminary Plan.

Let me know if you have any questions.

Thank you,

Andy Rowe
Planner
Lancaster County Planning Department
101 N. Main Street
P.O. Box 1809
Lancaster, SC 29721
Phone: (803) 285-6005
Fax: (803) 285-6007

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



SUBDIVISION: SOUTHSTONE (SD-014-002)

APPLICANT: BOB WIGGINS

ENGINEER/LANDSCAPE ARCHITECT: ESP ASSOCIATES, P.A.

DATE SUBMITTED: JULY 7TH, 2014

SCHEDULED DRC MEETING: TUESDAY, JULY 22ND, 10:30 AM

PLANNER IN CHARGE: PENELOPE KARAGOUNIS /ANDY ROWE

LANCASTER COUNTY PLANNING DEPARTMENT PRELIMINARY PLAN COMMENTS

Building Department:

- The Building Department asks that the builder be aware of fire resistance required where side setbacks are five feet. Note specifically the requirement for fire resistive siding, placing of windows on adjacent properties, and unvented soffits. The 2012 International Residential Code with South Carolina amendments will govern all construction.

Lancaster County Fire Service:

- Confirmed that although the roads are private the hydrants will be public and maintained by the LCWSD.
- There are no mid-block hydrants proposed for this project. If something changes and a hydrant is moved to a mid-block location the extra width pavement section would be needed.
- Hydrants: According to the Development Data 24 hydrants are proposed for this subdivision. I could locate only 23 of them.
- The hydrant at Lot 57 is not necessary to meet the 500 feet rule. It can remain if the developer wants it.
- It was indicated that the project would be built in phases. Make sure that each phase has adequate hydrant protection. It may be necessary to build a portion of the infrastructure of the next phase to get hydrants in place. At no point should any construction go vertical without a hydrant within 500 feet of the structure regardless of phasing.
- I voiced a concern that this plan is actually for two separate subdivisions. Some confusion and delay could occur in emergency response by responders going to the wrong section when a call is received. Developer agreed to look at unique community names to alleviate this problem.

- “No Parking” signage on one side of road needs to be placed at every intersection and every 500 feet thereafter please. This should be observed during construction and permanently after construction.

Zoning Department:

- As stated in the DRC meeting, Clem’s Branch is located in a FEMA regulated A Zone. That is a Special Flood Hazard area without Base Flood Elevations. Section 9-43 of our Floodplain Ordinance will apply. The applicant will be required to provide a hydrologic and hydraulic engineering analysis to generate base flood elevations for the subdivision. Also, if fill is placed within 100 feet of the stream bank, certification from a registered engineer shall demonstrate that such fill shall not cause an increase in flood levels during an occurrence of the base flood discharge.

Lancaster County Water & Sewer District:

- LCWSD will not approve of the lift station shown on the preliminary plan. The developer will be required to install the necessary sewer infrastructure from the rear of the Barber Rock Subdivision to the Southstone property.
- IF a lift station would be permitted, the lift station would need to be located at the creek frontage on Harrisburg Rd., so that the lift station could be eliminated in the future.
- Any offsite infrastructure that needs to be upsized, per LCWSD’s Master Plan will require an agreement to be created between the developer and LCWSD.
- LCWSD would entertain running a larger water line through the development, in lieu of installing the larger water line up Harrisburg Rd.
- The 8” water line on Barberville Rd. would likely need to be extended to the last entrance (towards the SC/NC line) of the development.
- The developer will be responsible for acquiring the necessary easements to obtain access to the existing gravity sewer line(s).
- Although the roads will remain private roads, LCWSD will still own all water and sewer main infrastructure throughout the development; therefore, an easement will need to be granted for the road right-of-way after construction.
- Sewer easements running between any lots will need to be 30’ in width.
- Confirm naming of project/phases for Southstone.
- Future “off-site” easement(s) may be required on this development to avoid land-locking the infrastructure that would be installed.

Public Works:

- Roads are to be privately maintained
- Pavement width is to be 22’ minimum

Planning Department:

- CSOD6F9: A cluster subdivision shall include provisions for the protection of trees and other natural amenities within the area or areas of designated open space. Trees over twenty-four (24") in diameter shall be preserved and incorporated in designated open space where practicable, and upon the request of planning staff such trees within areas designated for trails, and other such recreational improvements may also need to be shown and labeled: Have any trees over 24inch diameters been identified on the open space area?
- CSOD6J10: Variety in architecture and building materials shall be encouraged within the CSOD. It is encouraged that buildings be constructed using quality finish materials such as brick, masonry, stone, concrete siding, or stucco: Please provide building elevations for Southstone. Please note vinyl siding is not permissible with a five foot (5') side yard. As indicated on checklist this is to be determined during construction document phase.
- Does the proposed site layout accommodate and preserve any features of historic, cultural, archeological, or sensitive environmental value? Check list was indicated N/A. Has there been any study to suggest otherwise? Mr. Wiggins commented on the road bed being a historical road and expressed that they were working around the area and possibly incorporate this area into the project.
- CSOD6J9IV: A 50 foot buffer must be placed within the common open space area fronting Barberville Rd. and buffer on Harrisburg Rd. near cul-de-sac.
- **Please reference the Development Agreement on the preliminary plan as an additional note in the development data section. This plan shall adhere to the development agreement 2014-1281, and Ordinance No. 663.**
- CSODD6J7: Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be required to be incorporated into the final site plan prior to approval being given by the Development Review Committee: The Traffic Impact Analysis (TIA) for the project prepared by Sprague & Sprague, prepared June 6, 2014 and sealed by Gaye Garrison Sprague, PE. This TIA identified the following improvements to be constructed by the developer: Left turn lanes with 150 feet of storage should be built on Barberville and Harrisburg, and right turn lanes with 100 feet of storage should be provided on the access exits. In addition SCDOT should monitor the need for the eastbound turn phase. The June 30th letter sent by Ramey Kemp and Associates third party reviewer points out the above is TIA to be acceptable in its current form.
- Please provide acreage of open space areas shown on the preliminary site plan.
- Please provide POD letters on preliminary site plan.
- Are there parallel parking areas in relation to streets?

- Please label mail kiosk locations on preliminary site plan or separate sheet. In addition are there any parking locations for mail kiosks?
- Please spell out CSOD (Cluster Subdivision Overlay District) on Development Data section.
- Please add all tax parcel acreage on Preliminary Plan such that equals total site area.
- Please color coordinate or add a table that includes all lots that are all age-targeted and non-age-targeted. Please identify by table which lot numbers go with 55, 65, 75, and 100' respected lots.
- Tax Parcel 0003-00-040.01 is incorrect should be changed to 0003-00-040.04.
- Please revise Cluster Subdivision Overlay District Staff Review Checklist: Please explain all requirements that are marked N/A. In addition, please note on Preliminary plan all requirements that are marked "To be determined during construction document phase".

Emergency 911:

- Waiting on street name approval from Emergency 911.

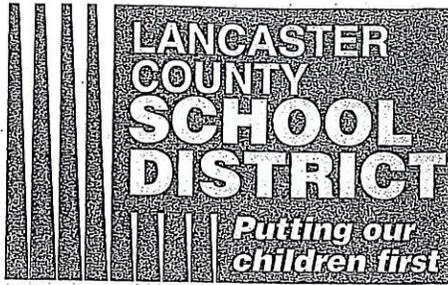


Exhibit 8

July 14, 2014

Ms. Penelope Karagounis
Planning Director
Lancaster County
PO Box 1809
Lancaster, SC 29721

Dear Penelope:

The Superintendent and I have reviewed the site plan for the proposed subdivisions of Bent Creek, Southstone and Providence Estates. If these developments are approved, it will be more than 600 additional homes being built in the Indian Land attendance zone. The school district's concern remains the same in that we are greatly concerned that we will have adequate space available in our current Indian Land schools K-12.

Current enrollment figures coupled with future growth studies completed on behalf of the district indicate that we will be at or near capacity within the near future. Our district recognizes that growth has many positive effects for our county. We ask you and other members of the decision making process to please be mindful that any new subdivision approval will lead to inadequate classroom space being available in the Indian Land attendance zone.

I am more than happy to meet with you and your staff for any future information needed in regards to the impact growth has on our school district. If you have any questions, you can reach me by e-mail at bryan.vaughn@lcsdmail.net or by phone at (803) 285-6009.

Sincerely,

A handwritten signature in black ink that reads "Bryan Vaughn". The signature is written in a cursive style.

Bryan Vaughn
Director of Safety and Transportation

SD-014-003 Bent Creek – Subdivision application of TDON Development (Bent Creek). The proposed subdivision has ± 1,155 feet of frontage along the southern portion of Jim Wilson Road with the proposed ingress/egress point being approximately 900 feet east of the intersection with Henry Harris Road. Additionally, there is ± 100 feet of proposed frontage along Henry Harris Road with the proposed ingress/egress point being approximately 1,500 feet south of the intersection with Jim Wilson Road. {Public Hearing} pgs. 64-121

TMS# 0015-00-005.01, 0015-00-010.00, 0014-00-041.00, 0015-00-007.01

Alex Moore

PLANNING STAFF REPORT

I. Facts

A. General Information

Proposal: Subdivision application of TDON Development (Bent Creek).

Property Location: The proposed subdivision has \pm 1,155 feet of frontage along the southern portion of Jim Wilson Road with the proposed ingress/egress point being approximately 900 feet east of the intersection with Henry Harris Road. Additionally, there is \pm 100 feet of proposed frontage along Henry Harris Road with the proposed ingress/egress point being approximately 1,500 feet south of the intersection with Jim Wilson Road.

Legal Description: TMS # 0015-00-005.01, 0015-00-010.00, 0014-00-041.00, 0015-00-007.01

Zoning Classification: R-30P CSOD (Cluster Subdivision Overlay District)

B. Site Information

Site Description: The project contains \pm 182.07 acres and is proposed to consist of \pm 273 single family lots. Thus the proposed density for this development is \pm 1.5 DU/AC.

C. Vicinity Data

Surrounding Conditions: The site is surrounded by properties zoned as Planned Development District (**PDD 8, Walnut Creek**), Rural Residential/Agricultural District (**R-45**), Low Density Residential/Agricultural Panhandle District (**R-30P**), Moderate Density Residential/Agricultural Panhandle District (**R-15P**), Low Density Residential/Manufactured Housing/Agricultural District (**R-30D**).

D. Exhibits

1. Subdivision Application
2. Tax Inquiry Sheets
3. Location Map
4. Tax Parcel Map
5. Ordinance No. 2014-1272 (Rezoning)
6. Ordinance No. 2014-1284 (Development Agreement)
7. Bent Creek Preliminary Plan Comments
8. Bent Creek Traffic Improvement Analysis—Recommended Improvements
9. Lancaster County School District Letter
10. Revised Bent Creek Preliminary Plan (Within the Planning Commissioners Envelope).
11. Planning Commission Report to County Council regarding Development Agreement

II. Findings

The applicant submitted the Bent Creek Preliminary Plan electronically to the following departments for review and comment:

- Lancaster County Building Department, Steve Yeargin
- Lancaster County EMS, Clay Catoe
- Lancaster County Economic Development Corporation, Keith Tunnell,
- Lancaster County Natural Gas, Seth Rodgers
- Lancaster County Water and Sewer District, James Hawthorne
- Lancaster County Parks and Recreation, Hal Hiott
- Lancaster County School District, Dr. Gene Moore; David Small, and Bryan Vaughn
- Lancaster County Sheriff, Barry Faile
- SCDOT, John McKay; Daniel Hopkins, and Mike Bagley
- Lancaster County Fire Marshal, Stephen Blackwelder

The Planning Department distributed copies of the Bent Creek Preliminary Plan to the following agencies for review and comment:

- Lancaster County Public Works, Jeff Catoe
- Lancaster County Zoning Department, Kenneth Cauthen,
- Lancaster County E-911 Addressing Coordinator, Trish Hinson

Comments were received and assimilated by the Lancaster County Planning Department and then sent to the applicant via email and USPS.

III. Conclusions

A Traffic Impact Analysis (TIA) was prepared for this project by the developer's traffic engineer (Ramey Kemp & Associates). The original TIA was submitted in February 2014 and was reviewed by a third-party traffic engineering firm hired by Lancaster County (Kimley-Horn and Associates, Inc.). Pursuant to review and comment by the third-party traffic engineer, Ramey Kemp & Associates resubmitted the TIA on July 1st.

This TIA recommends that three geometric improvements be made (See Exhibit 8). The South Carolina Department of Transportation (SCDOT) has reviewed this recommendation and concurs with the proposed road improvements as illustrated in Exhibit 8. The next written review from SCDOT regarding the Bent Creek project will occur when the developer submits for an encroachment permit. It should be noted that the Development Agreement has a provision that the Jim Wilson Road at US HWY 521 right turn lane, the "Right Turn Lane" be designed, permitted, and constructed or conversely, in lieu of designing, permitting, and constructing the Right Turn Lane, the Developer agrees that a "Turn Lane Payment" will be made. A determination will be made by the County by July 14, 2015 as to whether the Right Turn Lane be constructed or the Turn Lane Payment is paid. See page 10 of 10 of the attached Development Agreement (Exhibit 6). The relevant section is highlighted.

The Bent Creek Preliminary Plan was submitted on July 7th, 2014. Subsequently the Lancaster County Development Review Committee (DRC) met on July 22nd to discuss the Preliminary Plan. Comments were received, synthesized, and delivered to the applicant via email and USPS (See Exhibit 7).

On August 7th, 2014, the Lancaster County Planning Commission met to receive and review information regarding the Bent Creek Preliminary Plan. Representatives from ESP Associates, the project engineering firm, were at this meeting to present information and answer questions regarding the Preliminary Plan. The opening session resulted in the Planning Commission having much consternation regarding the Development Agreement. Specifically, the provision within the Development Agreement allowing the Developer to plat two types of lots in the Bent Creek CSOD rather than a variety of lot widths in accordance with the CSOD Ordinance was met with resistance by the Planning Commission. See page 6 of 6 of the attached Development Agreement (Exhibit 6). The relevant section is highlighted.

The Development Agreement includes two variances from the CSOD Ordinance: (1) Section 3.01(A)—Variety of Lot Sizes and (2) Section 3.01(B) Connectivity.

It should be noted that Planning Staff presented the “Planning Commission report to County Council regarding the Bent Creek Development Agreement” to the Development Agreement Committee. This report indicated that the Planning Commission voted to recommend to County Council approval of the Bent Creek Development Agreement subject to the condition that Section 3.01(A), relating to variety of lot sizes, be amended to require three (3) lot sizes instead of two (2). See Exhibit 11 within this Planning Commission Packet.

The principal reason for development agreements in South Carolina is to provide some measure of certainty as to applicable land development law for developers who have made financial commitments for planned land development endeavors. Pursuant to this purpose, this Development Agreement has been drafted and approved after thorough review by Lancaster County legal counsel and the Development Agreement Committee.

The applicant resubmitted the Bent Creek Preliminary Plan on August 11th, 2014. The resubmitted Preliminary Plan addresses all Planning Department Comments. The revised Bent Creek Preliminary Plan is Exhibit 10 within the attached Planning Commission packet. As of 11:00 AM on August 12, 2014 we are still waiting on review and comment from the additional County departments and associated agencies.

IV. Recommendation

Based on the revised Bent Creek Preliminary Plan received on August 11th, 2014, it is therefore the recommendation of the Planning Department that the Bent Creek Preliminary Plan be approved. This recommendation is contingent on all comments from County departments and associated agencies being adequately addressed.

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

Exhibit 1

RECEIVED
7-7-14

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

Do Not Write In This Box
Application No. SD-014-003 Date Received 7-7-14 Fee Paid

FILE COPY

INSTRUCTIONS:

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

Subdivision Name: Bent Creek

Project Type: Single Family Residential

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

Tax Map Number: 0015-00-005.01, 0015-00-010.00, 0014-00-041.00, 0015-00-007.01

Area in Acres: 182.07 Acres

Number of Lots: 273 Lots

Number of Sections/Phases: Phasing to be determined at construction document phase

Existing Land Use District Classification: R-30P Cluster Overlay

CONTACTS:	APPLICANT --PROPERTY OWNER--	SURVEYOR/ENGINEER
NAME	<u>TDON Development</u> Attn: Rob Stiegele	<u>ESP Associates, PA</u> Attn: Peter Tatge
ADDRESS	<u>811 Coral Ridge Drive</u>	<u>3475 Lakemont Blvd.</u>
CITY/STATE/ZIP	<u>Coral Spring, FL 33071</u>	<u>Fort Mill, SC 29708</u>
PHONE NUMBER	<u>(954) 324-1738</u>	<u>(980) 721-0186</u>

Water Supply: Wells Central LCWSD
Name of Provider

Water Treatment: Septic Central LCWSD
Name of Provider

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

Exhibit 1

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

PRELIMINARY PLAN APPLICATION CHECKLIST
(Refer to Section 13.8)

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

1- General Information:

	YES	NO
Vicinity map and aerial photograph	<input checked="" type="checkbox"/>	___
Graphic scale, north arrow and date	<input checked="" type="checkbox"/>	___
Total acreage of land to be subdivided	<input checked="" type="checkbox"/>	___
Boundaries of tract to be subdivided with all bearings & distances indicated	<input checked="" type="checkbox"/>	___
Existing and proposed use of all lots	<input checked="" type="checkbox"/>	___
fifteen (15) digital copies of the preliminary plan and Six (6) hard copies (see contact list)	<input checked="" type="checkbox"/>	___

2- Existing Conditions:

Zoning classification of proposed subdivision and adjacent areas	<input checked="" type="checkbox"/>	___
Deed record names of adjoining property owners	<input checked="" type="checkbox"/>	___
Location of streams, lakes, and land subject to 100 year flood	<input checked="" type="checkbox"/>	___
Location of adjoining property lines	<input checked="" type="checkbox"/>	___
Location of existing buildings on the site	<input checked="" type="checkbox"/>	___
Location of right-of-ways for existing roads, railroads, and utility lines on or adjacent to the site	<input checked="" type="checkbox"/>	___
Size and location of existing sewers, water mains, drains, culverts, or other underground facilities within any road right-of-way on or adjacent to the site	<input checked="" type="checkbox"/>	___
Acreage of each drainage area affecting the proposed subdivision	<input checked="" type="checkbox"/>	___
Topography at intervals of not more than ten (10) feet (Topography may be included on a separate map)	<input checked="" type="checkbox"/>	___
Location of city & county boundary lines (if applicable)	<input checked="" type="checkbox"/>	___
Location of all central water and sewer lines within 1000 feet of the site	<input checked="" type="checkbox"/>	___

3- Proposed Conditions:

Proposed road layout (road right-of-ways) and public crosswalk locations	<input checked="" type="checkbox"/>	___
Proposed road names	<input checked="" type="checkbox"/>	___
Road cross-sections	<input checked="" type="checkbox"/>	___
Profile of proposed roads showing natural and finished grades	N/A	___
Layout of all lots, including: area, setback lines, scaled dimensions, lot and block numbers, and utility easements with width and use	<input checked="" type="checkbox"/>	___
Preliminary letter of approval for septic waste disposal from DHEC	N/A	___
Construction plans for water supply, storm drainage, and sanitary sewer systems (if applicable)	N/A	___
Designation of all land to be reserved for public use	<input checked="" type="checkbox"/>	___
Proposed major contour changes in areas where substantial cut and/or fill is to be done	N/A	___
Number of proposed lots	<input checked="" type="checkbox"/>	___
Total length of proposed roads	<input checked="" type="checkbox"/>	___
Traffic Impact Analysis - Refer to SCDOT ARMS Manual	<input checked="" type="checkbox"/>	___

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

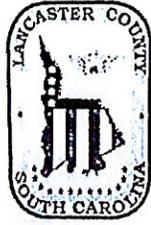
Grading Plan and Road Profiles to be provided during construction document phase

TIA Provided during rezoning process.

(use back of form if additional space is needed)

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

Exhibit 1



LANCASTER COUNTY
South Carolina

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CLUSTER SUBDIVISION OVERLAY DISTRICT STAFF REVIEW CHECKLIST

*Reference Section 2.1.5.6 of Appendix B of the Lancaster County Code
(Unified Development Ordinance of Lancaster County)*

Project Name: Bent Creek

YES	NO
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General Information:

- Name of Applicant: TDON Development, Inc.
- Application Number: _____
- Property Address: Near the SE quadrant of the intersection of Jim Wilson Road and Henry Harris Rd.
- Total acreage: 182.07 Acres

- Are there restricted covenants or deed restriction?
Attach a copy for records. See attached boundary survey

	<input checked="" type="checkbox"/>
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- Zoning Classification (Select one of the following):

R-30, Low Density Residential/Agricultural District

R-30P, Low Density Residential/Agricultural Panhandle District

R-15, Moderate Density Residential/Agricultural District

R-15P, Moderate Density Residential/Agricultural Panhandle District

<input checked="" type="checkbox"/>	

Minimum Acreage:

- Does the property have at least thirty (30) gross acres?
- Does the property consist of contiguous parcels?
- Does the property adjoin or have direct access to at least one collector street?

<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	

Minimum Lot Area:

- Are proposed lots 5,000 square feet or greater?

<input checked="" type="checkbox"/>	
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Exhibit 1

2. Do proposed lot areas increase with lot width?
 2 lot sizes, 70'x130' (9,100 sf) and 90'x140' (12,600 sf)

<input checked="" type="checkbox"/>	
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Minimum lot width:

1. Are both central water and sewer services available and adequate?
 2. Are proposed lot widths fifty feet (50') or greater?

<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	

Variety of lot sizes:

1. Do proposed lots vary in size and layout?
 2. Is there at least ten feet (10') of separation between any two proposed lot widths?
 3. Is the yield of any single lot width limited to thirty-four percent (34%) or less of the total lots? List proposed lot widths below.

<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>

Lot Width	Quantity	Percentage of Total Lots
70'	148	54.2%
90'	125	45.8%

Note: Applicant has requested waiver from 3 lot size required as noted in Section 2.1.5(6)(d) of the Lancaster County Unified Development Ordinance through Development Agreement Process with Lancaster County and is proposing 2 lot sizes for the Bent Creek Development, as found in Section 3.01A of the Development Agreement dated May 28, 2014.

Setbacks:

1. Are front yard setbacks twenty feet (20') or greater?
 Note: Refer to Chapter 5 of the UDO for corner lots.
 2. Are rear yard setbacks thirty feet (30') or greater?
 3. Are side yard setbacks seven feet (7') or greater? If no, are side yard setbacks between five feet (5') and seven feet (7')?
 4. If between five feet (5) and seven (7), are all of the following conditions met?
 a. Do dwelling units have fire resistant siding as approved by the Lancaster County Building Official (i.e. brick, masonry, stone, concrete siding)? Note: Vinyl siding is not permissible with a five foot (5') side yard.
 b. Have vented soffits been avoided? Note: Unvented soffits shall be permissible if no less than ten feet (10') from an adjacent dwelling unit or structure.
 c. Are windows of dwelling units offset from windows of adjacent units?

<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	
Between 5' and 7'	
To be determined during construction document phase	

Open Space

1. Is open space clearly labeled?

<input checked="" type="checkbox"/>	
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