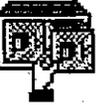
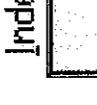


Exhibit 4















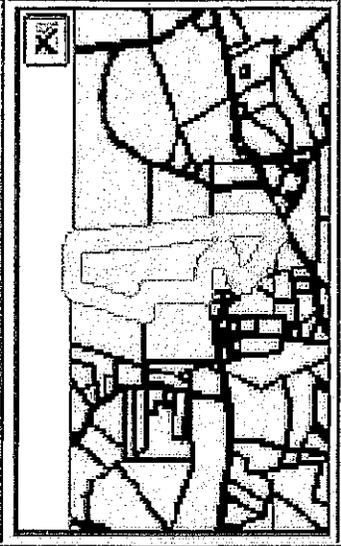




Parcel ID: 0036-00-016-00
 Account: 3015
 Sticker #
 Location: HWY 28 Lancaster
 Land Use: OUSE - Ousbig
 Owner #: WINCHESTER MELVIN WENDY
 Neigh: 04 04
 Card # 145-AC
 Distric: 01 - County
 Ent. Parcel Area: 145-AC

5

Market Adj Value	Current	Year 2013	Legal Description
Calc Land Area	145,000	145,000	
Full Market Value	559,414	559,414	
Full Land Value	559,415	554,188	
Building Value			
Yard Items			
Land Value	23,568	23,568	
Total Value	23,568	23,568	
Assessed Value	1,063	1,063	
Capped Total	23,568	23,568	Revaly/Market 02



Office/Notes: Notes

Sales Information
 Grantor: GRANTON MELVIN T ETAL
 Validity: 5
 Sale Price: 511,386
 Sale Date: 12/11/1991 Sold/Warrant No
 Legal Ref: H01100263

Exhibit 5

Section 2.1.1 Residential districts established.

The following residential use districts are hereby established: R-15, R-15S, R-15D, R-30, R-30S, R-30D, R-45, R-45A, R-45B, MF, and MHP. Each of these districts is designed and intended to secure for the persons who reside there a comfortable, healthy, safe, and pleasant environment in which to live, sheltered from incompatible and disruptive activities. Other objectives of these districts are explained in the remainder of this section.

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

1. The R-15, Moderate Density Residential/Agricultural District, is designed to accommodate the most dense single-family residential developments (not including manufactured homes) in areas of the county which are either experiencing urban growth or which are expected to experience urban growth in the near future. This type of development requires that both water and sewer lines be installed prior to construction beginning on the site. If water and sewer are not available to the site, the site shall be developed based on the regulations of the R-30 district (see below) The minimum lot size is 14,520 square feet and the minimum lot width is 90 feet.
2. The R-15S, Moderate Density Manufactured Housing/Agricultural District, contains the same regulations as the R-15 district except for the following:
 - a. Both single-wide and multi-wide manufactured housing units are allowed based on siting criteria (see section 4.1.12) in addition to site-built and modular homes.
 - b. This zoning district classification should be used to designate existing and future manufactured home subdivisions which do not/are not intended to consist of at least 50 percent multi-wide manufactured housing units.
 - c. This zoning district classification is appropriate adjacent to manufactured housing parks.
3. The R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District, contains the same regulations contained in the R-15 district except for the following:
 - a. Only multi-wide manufactured housing units in addition to site-built and modular homes are allowed in this district based on certain siting criteria (see section 4.1.12).
 - b. This zoning district classification should be used when designating new areas for allowing manufactured housing in areas where public water and sewer are either in place or where such utilities can be extended by the developer.
 - c. The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local resident. Such uses shall only be allowed on lots located at the intersection of two roads. One of the roads shall be part of the state highway system. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are specified in the Table of Permissible Uses. All commercial buildings in this district are limited to 6,000 (gross) square feet.

4. The R-15P, Moderate Density Residential/Agricultural Panhandle District, is designed to accommodate single-family residential development (not including manufactured homes) in the northern part of the panhandle. This zoning district will allow residential uses and related residential uses such as religious institutions, fire station, etc., the maximum density allowed in this zoning district is 1.5 dwellings per acre (1.5 du/acre), minimum lot size of 29,040 square feet and the minimum lot width is 130 feet. The availability of water and/or sewer shall not change: (1) the maximum density allowed; (2) the minimum lot size, and (3) the minimum lot width from what is stated above.
5. The R-30, Low Density Residential/Agricultural District, is designed to accommodate single-family residential developments (not including manufactured housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet if a septic system is used or 100 feet if on central water and sewer.
6. The R-30S, Low Density Residential/Manufactured Housing/Agricultural District, contains the same regulations contained in the R-30 district except for the following:
 - a. Both single-wide and multi-wide manufactured housing units are allowed based on siting criteria (see section 4.1.12) in addition to site-built and modular homes.
 - c. The zoning district classification is appropriate adjacent to manufactured housing [b.] parks.
7. The R-30D, Low Density Residential/Manufactured Housing/Agricultural District, contains the same regulations contained in the R-30 district except for the following:
 - a. Only multi-wide manufactured housing units in addition to site-built and modular homes are allowed in this district based on certain siting criteria (see Section 4.1.12)
 - b. This zoning district classification should be used when designating new areas for allowing manufactured housing.
8. The R-30P, Low Density Residential/Agricultural Panhandle District, is designed to accommodate single-family residential developments (not including manufactured homes) in the southern part of the panhandle. This zoning district will allow residential uses and related residential uses such as religious institutions, fire station, etc. The maximum density allowed in this zoning district is 1.5 dwellings per acre (1.5 du/acre), minimum lot size of 29,040 square feet and the minimum lot width is 130 feet. The availability of water and/or sewer shall not change: (1) the maximum density allowed; (2) the minimum lot size, and (3) the minimum lot width from what is stated above.
9. The R-45, Rural Residential/Agricultural District, is designed to encourage the perpetuation of agricultural uses and to accommodate low density residential development which does not include either single-wide or multiple-wide manufactured homes on individual lots. This district is best suited for those areas of the county which are not experiencing strong growth pressures. Additionally, this district serves to preserve existing subdivisions and to promote the development of conventional subdivisions in the most rural parts of the county. The minimum lot size allowed in this district is one acre (43,560 square feet), and the minimum lot width is 130 feet if a septic system is used or 120 feet if on central water and sewer.

The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local resident. Such uses shall only be allowed on lots located at the intersection of two

roads. One of the roads shall be part of the state highway system. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are specified in the Table of Permissible Uses. All commercial buildings in this district are limited to 6,000 (gross) square feet except for buildings constructed or used for a "Retail Store - Food" which are allowed to be 12,000 (gross) square feet.

*

- 10. The R-45A, Rural Residential/Intense Agricultural District, is designed to accommodate a wide range of use including low density residential development, low intensity commercial uses and high intensity agricultural uses. The minimum residential lot size, minimum residential lot width and maximum residential density of the district are the same as for the R-45 district. However, both single-wide and multi-wide manufactured housing units are allowed on individual lots based on certain siting requirements. See section 4.1.22. Stockyards, slaughter houses, commercial poultry houses and swine lots are only allowed as conditional uses.

The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local residents and agricultural businesses. Such uses shall only be allowed on lots located at the intersection of two roads. One of the two roads shall be part of the state highway system and the other shall be a collector street. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are the same as those allowed in the R-45B district, and are specified in the Table of Permissible Uses.

All commercial buildings in this district are limited to 6,000 (gross) square feet except for buildings constructed or used for a "Retail Store Food" which are allowed to be 12,000 (gross) square feet. Stockyards, slaughterhouses, commercial poultry houses and swine lots need only to comply with the conditions contained in Chapter 4.

Exhibit 5

- 11. The R-45B, Rural Residential/Business/Agricultural District, contains the same district regulations as those contained in the R-45A district with the only exception being that stockyards, slaughter houses, commercial poultry barns and swine lots are not allowed under any circumstance. The commercial uses allowed in this district are the same as those allowed in the R-45A district, and are specified in the Table of Permissible Uses.
- 12. The R45-D Rural Residential/Manufactured Housing/Agricultural District, is designed to encourage the perpetuation of agricultural uses and to accommodate low density residential development which does not include singlewide manufactured homes on individual lots. This district is best suited for those areas of the county which are not experiencing strong growth pressures. Additionally, this district serves to preserve existing subdivisions and to promote the development of compatible residential uses in the most rural parts of the county. The minimum lot size allowed in this district is one acre (43,560 square feet), and the minimum lot width is 130 feet if a septic system is used or 120 feet if on central water and sewer.
- 13. The MF, Multiple-Family/Agricultural District, is designed to accommodate moderate density single-family development and low density multiple-family developments (excluding manufactured homes) in areas within the County's planning jurisdiction that are appropriate for development at higher densities. This district should function as the location for alternative housing types near or in direct relationship to single-family detached housing. The maximum density permitted in this district for single-family developments (including duplexes) is three (3) dwelling units per acre (see Section 4.1.20) and for multiple-family development is eight (8) dwelling units per acre. (See Chapter 17 for recreational facilities and open space requirements.)
- 14. The MHP, Manufactured Home Park District, is established to accommodate planned

manufactured housing park developments. This district affords County residents with an alternative housing type and thereby promotes the health, safety, and welfare of the community. This district shall apply to specified parcels of land only at the request of the owners of such parcels. Such manufactured home parks shall be developed with a zoning permit issued in accordance with both the permit approval and conditional and special exception uses chapters of this ordinance.

(Ord. No. 323, 2-1-99; Ord. No. 578, § 2-2-04; Ord. No. 679, 7-25-05)

Exhibit 5

Residential R-45A

Uses Permitted:

1. Site Built Single-Family Detached House
2. Modular Single-Family Detached House
3. Duplex
4. Primary Residence with Accessory Apartment
5. Multi-Family Apartments
6. Multi-Family Townhomes
7. Multi-Family Converted or Other Multi-Family Housing (not elsewhere classified)
8. Animal Service (except Veterinary) with enclosed pens
9. Livestock Facility (except commercial meat production centers)
10. Forest Production – Including Christmas Trees
11. Commercial Fishing
12. Fishing Hatchery or Preserve
13. Hunting, Trapping, or Game Propagation
14. Park or Playground
15. Campground
16. Golf Course (public or membership)
17. Nature Preserve or Wildlife Sanctuary
18. Hunting Preserve (public or membership)
19. Botanical or Zoological Garden
20. Cemetery/Mausoleum
21. Other Designated Community Open Space Area
22. Telephone Communication Facilities
23. Veterinary Services with enclosed pens
24. Commercial Kennels with enclosed pens
25. Religious Institution
26. General Agriculture

Conditional Uses:

1. Double-Wide Manufactured Homes - Class A
2. Single-Wide Manufactured Homes - Class A
3. Class "B" Manufactured Home (meets HUD specifications)
4. Primary Residence and Mobile Home (provided one unit is owner occupied)
5. Temporary Dependent Care Residences
6. Temporary emergency, construction, and repair residence
7. Temporary Structure used in connection with the construction of a permanent building or for some non-recurring purpose
8. Home Occupation

9. Support Activities For Crop Production
10. Veterinary Service with open pens
11. Animal Service (except Veterinary)
12. Commercial Kennels
13. Livestock Auction House
14. Livestock Auction House
15. Landscape and Horticultural Service
16. Lumber and/or Other Building Materials Dealer
17. Paint, Glass or Wallpaper Store
18. Hardware Store
19. Retail Nurseries, Lawn and Garden Supply Store
20. Retail Store – Food (Including Grocery Stores)
21. Open Air Market (farm, crafts, produce, etc.)
22. Gasoline Service Station (Shall comply with Section 4.1.11)
23. Boat and Marine Supplies Dealer
24. Retail Store – General—Small Scale (i.e.) Clothing, Shoe, Antiques
25. Bars and Taverns
26. Restaurants
27. Fast Food with drive through window
28. Convenience Store with Fuel
29. Convenience Store without Fuel
30. Office/Banks, Savings & Loans and Credit Unions
31. General Office
32. Hair, Nail & Skin Care Services
33. Florist Shop
34. Video Tape Rental Store
35. Private or Commercial Horse Stables
36. Offices and Clinics of Doctors, Dentists, & Other Health Practitioners
37. Nursing and Personal Care Facility
38. Mini-Warehouse Facilities
39. Recycling Facilities, Convenience Centers and Resource Recovery Facilities
40. Museums and Art Galleries
41. Residential Care Service or Facility
42. Telegraph or Other Message Communications Facilities
43. Cable or Other Pay Television Facilities
44. Commercial Meat Production Centers

Exhibit 6

Residential R-45A

45. Schools and Educational Service Facility
(not elsewhere classified)
46. Automotive Service (except repair)
47. Child Day Care Services or Facility
48. Adult Day Care Service or Facility
49. Wireless Communications Towers (i.e.
Cellular Towers)
50. Manufactured Home Subdivision
51. Bed and Breakfast
52. Deer Processing

Uses Requiring Review By The BZA:

1. Rooming and Boarding Houses
2. Camps and Recreational Vehicle Parks
3. Special Events
4. Pistol, Rifle, Skeet Range or Turkey
Shoot (Commercial or Fund Raiser)

Uses Requiring Review By The JPC:

1. Elementary or Secondary School
2. College, University or Professional
School
3. Library
4. Vocational School
5. Courthouse
6. Police Station
7. Fire Station
8. Ambulance Service/Rescue Squad
9. Detention Center
10. Prison
11. Other Public Order and Safety Facility
12. Air Transportation Terminal
13. Electricity, Water, Sewer, and Petroleum
Distribution/Collection Facilities and
Services
14. United States Postal Service Facility
15. Government Offices
16. School Bus Facility

Exhibit 6

Exhibit 1

DOWNER, WALTERS AND MITCHENER, P.A.
ATTORNEYS AT LAW
701 EAST MOREHEAD STREET
CHARLOTTE, NORTH CAROLINA 28202-2703
www.DownerLaw.com

TELEPHONE
704/348-6700

FACSIMILE
704/333-5248

THOMAS T. DOWNER
JOHN B. WALTERS
VICTOR C. MITCHENER
JOSEPH H. DOWNER
THOMAS H. AINSWORTH III
ANDREW T. DOWNER

August 28, 2014

Lancaster County Planning Department
101 N. Main Street, Suite 108
P. O. Box 1809
Lancaster, SC 29721-1809

Re: Property Owners Adjacent to the
Northern edge of Shiloh Unity Road,
400 feet northwest of the
intersection with Camp Creek Road
Subject: Public hearing on rezoning
Application RZ-014-024

Dear Sir or Madam:

Since I am unable to attend the meeting on September 16, 2014, I am writing this letter to inform you that I am against the rezoning of the property to allow commercial chicken houses, as the smell will affect the value of my property and the enjoyment of the use of my property.

Sincerely yours,

Thomas T. Downer (SS)

Thomas T. Downer

TTD/ss

FILE COPY

RECEIVED
9-2-14

September 9, 2014

Exhibit 7

To: Lancaster County Planning Department

Subject: Rezoning Application RZ-014-024

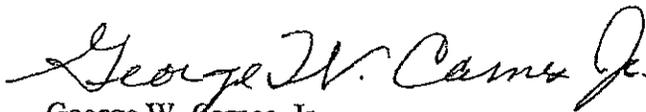
Lancaster County Planning Commissioners,

As a landowner of property adjacent to that of the subject rezoning application, I ask you to not allow the subject property to be rezoned to allow the installation of chicken houses.

The residential density of this area of Lancaster County increases every year. More and more families are making this area their home. The insertion of a large scale chicken farm into this area will bring with it severe impacts to the local environment that will have negative impacts for the local residents, including around the clock noise, terrible odors, large truck traffic, issues with chicken waste disposal, and potential pollution of Silver Run Stream, which runs through the subject property before it crosses onto ours.

Our property has been in our family for more than 150 years. It is currently wholly owned by my sister and me. And, while the majority of our land has been dedicated to agricultural use for many years, its use has always been in keeping with the interest of the entire community. We respectfully request that you keep the interests of the local community in mind and deny this rezoning request.

Sincerely,



George W. Carnes, Jr.
Silver Run Properties, LP

RZ-014-024

9/9/2014

I would like to express my concerns that the rezoning of this land should not be approved by the planning commission for many reasons, My land joins the proposed rezoning land on the NC and SC state line for more than 1200 ft and we own over 1000 acres in this one tract of land since 1958.

The proposed usage of this land would devalue and limit our options for usage. This rezoning in my opinion would be out of character for this location and area and would only benefit the new proposed land owners. I would like to thank all committees involved for considering my concerns.

Thank you,

Clifton Thomas Wilson

A handwritten signature in cursive script that reads "Clifton Thomas Wilson". The signature is written in black ink and is positioned below the printed name.



Exhibit 8

Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

May 27, 2014

Mr. Chance Brantley
Brantley Farms
3923 Lancaster Hwy
Monroe, NC 28112

RE: Preliminary Site Approval New Poultry Facility (6) Six houses
Lancaster County
Location: Hwy 9 Going Toward Chesterfield County to Dwight Crossroads; L onto Hwy 522/Rocky River
Road, R onto Shiloh Unity Rd.; Fac. On L approx. 4 miles

Dear Mr. Brantley:

The following information concerns a preliminary site investigation, which was conducted on April 25, 2014 to discuss your proposed poultry facility construction. All requirements relevant to this type of operation contained in part 200 of Regulation 61-43, A Standards for the Permitting of Agricultural Animal Facilities, must be met before an Animal Feeding Operation Permit is issued. The site, which you have chosen, appears to be suitable for this type of operation, therefore, permission is granted for you to proceed with the planning and design of your system.

In order to obtain an Agricultural Permit or authorization to operate one, the following information is required:

1. Two copies of an **Animal Facility Management Plan** and a signed **Standard Application Form for New or Expanding Agricultural Animal Facilities - other than swine** (DHEC form #3580) must be submitted. An engineer licensed to practice in South Carolina must prepare the waste management plan or the Natural Resource Conservation Service may prepare it.
2. A statement that the owner(s) will be responsible for operating and maintaining the waste management system in accordance with design criteria.
3. Provide Tax maps that identify the location of the proposed barn(s) and all property owners within 1320 feet and the land use (**residential, cropland, business, church, etc.**). Please NOTE that regulation 61-43 requires that the proposed animal houses be located at least 1000 feet from any inhabited residences or business, and 200'- 400' from adjoining property lines, unless a written waiver has been obtained. Regulation 61-43 also requires notification of any property owner within 1320' of the footprint of the facility by use of SCDHEC Form# 3579. Please include the area that will be used for the Emergency Massive Die offs. I've also attached documentation provided by our permitting section that states what is needed in the WMP to cover your facility according to new Stormwater regulations.
4. A Check for the application fee (\$240) made payable to DHEC's Bureau of Finance at the below address.

5. Any animal or drinking water wells installed at this site must be located at least 50 feet from the poultry houses.

SCDHEC Ag Permitting Section
2600 Bull St.
Columbia, SC 29201

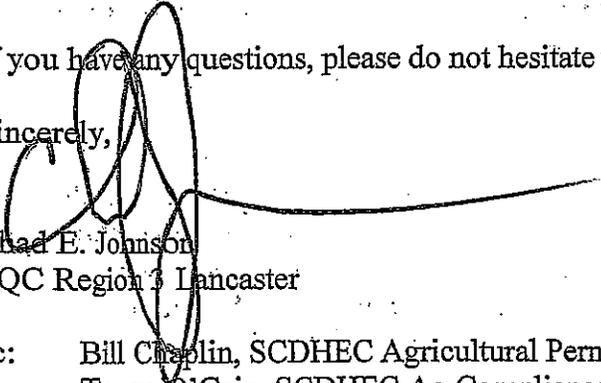
Upon receipt of the items above, we will promptly proceed with our review. This site approval will expire on April 25, 2015.

In designing your waste handling practices, you should keep in mind future environmental considerations, such as non-point source pollution and your growth plans. Please consider minimizing potential nuisances such as odors, flies, etc. If nuisances do occur, they will need to be corrected in the shortest time frame possible.

Please note that construction of this facility must not be initiated prior to receiving a Permit from this Department. Once the facility is constructed, no animals may be put into the facility prior to the SC DHEC District Office issuing written authorization to place the facility into operation. Failure to adhere to these requirements may result in an enforcement action.

If you have any questions, please do not hesitate to call this office at (803) 285-7461.

Sincerely,



Chad E. Johnson
EQC Region 3 Lancaster

cc: Bill Chaplin, SCDHEC Agricultural Permitting
Tonya O'Cain, SCDHEC Ag Compliance
Ms. Ann H. Christie, NRCS-USDA, Lancaster County
Lancaster County Planning and Development
Lancaster County Health Department

803-577-8256

Exhibit 8

SD-014-006 – Cornerstone Townhomes – Subdivision application of Lennar Carolinas, LLC. The residential density for this development is ± 6.72 DU/AC and the properties are zoned PDD (PDD 20/Wallace Tract).

{Public Hearing} pgs. 100-165

Tax Map 13, Parcels 115 & 118. Tax Map 13M, Block A, Parcels 372 & 373

Alex Moore/Elaine Boone

PLANNING STAFF REPORT

I. FACTS

A. General Information

Proposal: Subdivision application of Lennar Carolinas, LLC (Cornerstone).

Property Location: The proposed subdivision has ± 725 feet of frontage along the northern portion of Jim Wilson Road with the proposed ingress/egress point being approximately 1,350 feet east of the intersection with US HWY 521.

Legal Description: TMS # 0013-00-115.00, 0013-00-118.00, 0013M-0A-372.00, 0013M-0A-373.00

Zoning Classification: PDD (PDD 20/Wallace Tract)

B. Site Information

Site Description: The project contains ± 25.6 acres and is proposed to consist of ± 172 townhomes. Thus the proposed density for this development is ± 6.72 DU/AC.

C. Vicinity Data

Surrounding Conditions: This site is completely surrounded by properties which are zoned Planned Development District (PDD).

D. Exhibits

1. Subdivision Application
2. Tax Inquiry Sheets
3. Location Map
4. Ordinance No. 798 (Zoning)
5. Ordinance No. 2007-5513 (Development Agreement)
6. PDD 20 Master Plan—11" x 17"
7. Cornerstone Preliminary Plan (Within the Planning Commissioners Envelope).

II. FINDINGS

The Planning Department distributed copies of the Cornerstone 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
- Lancaster County Fire Service, Stephen Blackwelder

Below are the comments we have received:

LANCASTER COUNTY FIRE

- International Building Code (2012 edition) requires multifamily townhomes to be protected by sprinklers
- All portions of the perimeter of the ground floor of all buildings must be within 500 feet of a fire hydrant- there are no proposed hydrant locations on the attached plan for this review and comments.
- According to the International Fire Code the hose pull length is 150 feet. Fire Apparatus access roads shall extend to within 150 feet of all portions of the facility and all portion of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
- Access during Construction- a road for fire apparatus access needs to be installed prior to vertical construction and maintained in a state of readiness throughout the project. This includes not allowing construction materials storage, waste storage, parking, etc to block the access.

LANCASTER COUNTY PUBLIC SAFETY COMMUNICATIONS

- The respective roads within the proposed subdivision need to be named before the project is reviewed.

Staff would like to note that PDD Ordinance 798 granted a variance to allow for alternative street design within Tracts A-1 and A-2. All private roads within the project must have a minimum pavement width of 22' in accordance with Lancaster County Standards.

III. CONCLUSIONS

An 8.5" x 11" plan for the Wallace Tract PDD 20 is enclosed. The Cornerstone Townhome project is located within Tract A-1 and adjacent to Carolina Reserve. The current timeframe for performance of this PDD under the approved development agreement allows the project to be vested through April 11th, 2021. This date has been verified by Lancaster County legal counsel.

The following provisions from the approved PDD 20 should be considered to as related to this project:

1. The Master Plan shall serve as the official map for this project. The Master Plan shows the location of PDD-20, the location of all land use designations, and the boundaries of these areas. All development shall comply with the Master Plan.
2. Per the approved PDD, tract A-1 and tract A-2 may have a combined total of 450 residential units. All or any portion of the 450 units may be located on Tract A-1 but in no event will more than 225 of the 450 units be placed on Tract A-2. These units may be multi-family units, townhomes or condominiums for sale and/or single family detached homes.
3. All streets within the proposed Cornerstone subdivision will be private as indicated on the Preliminary Plan.
4. It should be noted that the provisions of Section 4.02 of the Development Agreement for PDD 20, "Payment to Lancaster County," must be met as enumerated there. See Section 4.02 of the Development Agreement (Exhibit 6).

The following items need to be addressed on the Cornerstone Townhomes Preliminary Plan:

1. Please indicate the amount of open space that is provided within this project. The approved PDD ordinance requires a minimum of 5% open space in tract A-1 for single-family detached homes.
2. The maximum height for townhomes is 45'. Building height shall be measured from finished floor to roof line of building and does not include unlivable spaces such as parapets, roof-top screen walls, façade features or architectural features. Buildings with any useable spaces at heights of over 35' shall require the approval of the Building and Zoning Department and Emergency Preparedness.
3. The following note should be added to the preliminary plan: *"The Cornerstone Townhomes project is a portion of Tract A-1 within PDD 20. As such, this project shall adhere to Lancaster County Ordinance No. 798 which includes the approved Master Plan dated 10/17/06."*
4. The following note should be added to the preliminary plan: *"The Cornerstone Townhomes project shall adhere to the Development Agreement referenced as the PDD-20 Tracts, made and entered into as of the 12th day of April, 2007 by and among Merrifield Partners, LLC, Crosland Investments, Inc., and Wallace Land Ventures II, LLC and the County of Lancaster, SC."*
5. Please re-label Private Drives as Private Roads and the alleys as Private Alleys on the preliminary plan. Additionally, please add the following note to the preliminary plan: *"All roads and alleys within the Cornerstone Townhomes project are to be privately maintained. Private Roads (Not Private Alleys) shall have a minimum pavement width of 22' as per Lancaster County Ordinance No. 2014-1285."*

IV. RECOMMENDATION

The Cornerstone Townhomes Preliminary Plan adheres to Lancaster County PDD Ordinance 798 which controls planning and zoning requirements for the site. In addition to the requirements enumerated in Lancaster County Ordinance 798, the project must conform to all terms and conditions set forth and agreed to within the Development Agreement entered into on April 7th, 2007.

It is thus recommended that the Cornerstone Townhomes Preliminary Plan be approved subsequent to consideration of all staff findings and conclusions.

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

RECEIVED
8-5-14

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

Do Not Write In This Box		
Application No. <u>SD014-006</u>	Date Received <u>8-5-14</u>	Fee Paid <input checked="" type="checkbox"/>

INSTRUCTIONS:

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

Subdivision Name: Cornerstone Townhomes

Project Type: Single family Attached (Townhomes)

Property Location: one Unincorporated area of County City of Lancaster

Town of Heath Springs Town of Kershaw

Tax Map Number: 0013-00-115.00, 0013-00-118.00, 0013M-0A-372.00 & 373.00

Area in Acres: ±

Number of Lots: 172 Townhomes

Number of Sections/Phases: 25.6 AC

Existing Land Use District Classification: PDD-20

CONTACTS:

PROPERTY OWNER

SURVEYOR/ENGINEER

NAME

Lennar *

Merrick & Co. **

ADDRESS

11230 Carmel Commons Blvd.

1001 Morehead Sq. Dr., Suite 530

CITY/STATE/ZIP

Charlotte, NC 28226

Charlotte NC 28203

PHONE NUMBER

704.542.8300

704.529.6500

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.

* Contact: Thomas Johnson
** Contact: Sandra R. Heard

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	✓	—
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)	✓	—
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)	NA	—
Location of all central water and sewer lines within 1000 feet of the site	✓	—
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	NA	—
Layout of all lots, including: area, setback lines, scaled dimensions, lot and block numbers, and utility easements with width and use	NA	—
Preliminary letter of approval for septic waste disposal from DHEC	NA	—
Construction plans for water supply, storm drainage, and sanitary sewer systems (if applicable)	NA	—
Designation of all land to be reserved for public use	NA	—
Proposed major contour changes in areas where substantial cut and/or fill is to be done	NA	—
Number of proposed lots	✓	—
Total length of proposed roads	✓	—
Traffic Impact Analysis - Refer to SCDOT ARMS Manual	NA	—

If any of the above items are not included in your proposal, please explain why:
Streets are referenced by "A", "B", "C" etc.
Working on street name candidates now
Will clear w/ addressing before assigning them.
 (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

Indexed By: Parcel ID: Card #:

Office Notes Notes

Add Mod Del Save Cancel

M Parcel ID: 0013MFOA-37200 Card: 171
 Account: 91266 Distric: 01 County
 Sticker #:
 Location: 4119 BERTHARD Indian Land
 Land Use: NIND - Land Only Dis Neigh: 30 - 30
 Owner #: LENNAR CAROLINAS LLC Own Type

Market Adj Value **Year 2013** **Legal Description**
 Calc Land Area: 1.000
 Full Market Value: 18,400

Building Value
 Yard Items
 Land Value: 18,400
 Total Value: 18,400
 Assessed Value: 1,104
 Capped Total: 18,400

Sales Information
 Grantor: PLBBSO CLRHW LLC Revaly / Market: 01
 Sale Price: 10 Validity: 1
 Sale Date: 6/20/2012 Sold Vacant: No
 Legal Ref: 675-104

Narrative Description
 This Parcel contains 0 of land mainly classified as Land Only Dis

No Picture Available
 No Map Available
 No Sketch Available

Indexed By: Parcel ID: Card #:

Parcel ID: 0013M104-37200 Card # of 1 Location: 4719 PERTH RD Indian Land Cost: \$18,400

Current Owner Prior Owner ID/Factors/Taxes

#1	#2	#3	Title	Last Name	First Name	Res ex	% Own	Type
				LENNAR CAROLINAS LLC				
Street #1	14120 BALLANTYNE CORPORATE PL	Fill	Home Phone:					
Street #2	STE 400	List	Cell Phone:					
City/Town	CHARLOTTE	Verify	Work Phone:					
Province/State	NC	Verify	Email:					
Country:		Account Type:						Separate Bill: <input type="checkbox"/>
D.O.B:	MM/DD/YYYY	Legal Reference:	675-104					Valid Owner: <input checked="" type="checkbox"/>
Owner Occupied:		Sale Date:	6/20/2012					Private Info: <input type="checkbox"/>
			Owner Lookup Number:	66800				

Sales Exemptions More Owners Other Parties











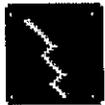
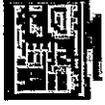

Parcel ID: 00013M-04-373-00 Card# of 1 Location: 4123 PERNHARD Indian Land Cost: \$18,400

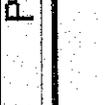
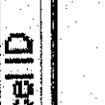
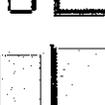
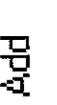
Current Owner Prior Owner ID/Factors/Taxes

#1	#2	#3	Title	Last Name	First Name	Best % Own	Type
				LENNAR CAROLINAS LLC			
Street #1	14120 BALLANTYNE CORPORATE PL	Fill	Home Phone:				
Street #2	STE 400	List	Cell Phone:				
City/Town:	CHARLOTTE	Verify	Work Phone:				
Province/State:	NC	Verify	Email:				
Country:		Account Type					Separate Bill: <input type="checkbox"/>
D.O.B:	MM/DD/YYYY	Legal Reference:		675-104			Valid Owner: <input checked="" type="checkbox"/>
Owner Occupied:		Sale Date:		6/20/2012	Owner Lookup Number:	66800	Private Info: <input type="checkbox"/>

Sales Exemptions More Owners Other Parties













M Parcel ID: 0013M-0A-373-00 Card: 171
 Account: 91267 District: 01 County
 Sticker #
 Location: 4123 PEEPTHROD Indian Land
 Land Use: NUND - Land Only/D Dis Neigh: 30 - 30
 Owner #1: LENNAR CORP/ENAS LLC OwnType

Market Adj Value **Current** **Year 2013** **Legal Description**

Calc Land Area: 1.000
 Full Market Value: 18,400

Building Value
 Yard Items
 Land Value: 18,400
 Total Value: 18,400
 Assessed Value: 1,104
 Capped Total: 18,400

Sales Information
 Grantor: BLEBB/SC/CLRW/LLC
 Sale Price: 100 Validity: 1
 Sale Date: 6/20/2012 Sold Vacant: No
 Legal Ref: 675-104

Office Notes Notes

Reval/Market: 01
Narrative Description
 This Parcel contains 0. of land mainly classified as Land Only/D Dis

No Picture Available

No Map Available

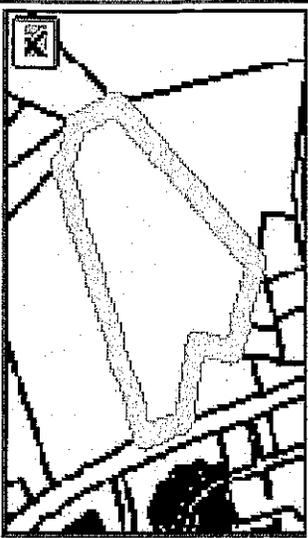
No Sketch Available

EXHIBIT 2

Add Mod Del Save Cancel

Indexed By Parcel ID Card #

No Picture Available



No Sketch Available

M Parcel ID: 0013:00-115:00 **Card:** 1711 **APP**
Account: 1647 **District:** 011 **County:**
Shicker #: **Ent. Parcel Area:** 44.191 AC
Location: HWY 521 Lancaster **Neigh:** 011A - 011A **Own Type:**
Land Use: NCOMM - Comm
Owner #1: RLBBS CORP LLC

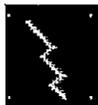
Market Ad Value	Current	Year 2013	Legal Description
Calc Land Area:	44.191		
Full Market Value:	2,262,200	2,346,000	
Building Value		2,346,000	
Yard Items		2,346,000	
Land Value		140,760	
Total Value	135,732	2,346,000	
Assessed Value	2,346,000		
Capped Total			

Sales Information
Grantor: CORNERSTONE RETAIL LLC **Revaly/Market:** 011
Sale Price: 0 **Validity:** 6 **Narrative Description:**
Sale Date: 11/30/2011 **Sold/Vacant:** No **This Parcel contains 44.191 AC of land**
Legal Ref: 643:59 **mainly classified as Comm.**

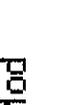
Office Notes **Notes**

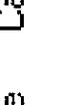
EXHIBIT 2












Parcel ID: 000130011500 Card 1 of 1 Location: HWY 521 Lancaster Cost: \$2,262,200

#1	#2	#3	Title	Last Name	First Name	Res ex	% Own	Type
			RL BB-SC CLR VI LLC					
			% RIALTO CAPITAL ADVISORS					
Street #1	730 NW 107 AVE STE 400	Home Phone	Fill					
Street #2		Call Phone	List					
City/Town	MIAMI	Work Phone	Verify					
Province/State	FL	Email	Verify					
Country		Account Type						Separate Bill: <input type="checkbox"/>
D/B	MM/DD/YYYY	Legal Reference						Valid Owner: <input checked="" type="checkbox"/>
Owner Occupied		Sale Date						Private Info: <input type="checkbox"/>
		Owner Lookup Number						64299

EXHIBIT 2

Indexed By Parcel ID Card #

No Picture Available No Sketch Available

Parcel ID: 0013:00-118:00 **Card 1/1**
Account: 1651 **District:** 01 - County
Sticker #: **Ent. Parcel Area:** 22.997 - AC
Location: JIM WILSON RD Indian Land **Neigh:** 01A - 01A
Land Use: NEN - Land Only **Own Type:**
Owner: HILBB SCOR W LLC

Market Adj Value	Current	Year 2013	Legal Description
Calc. Land Area	22.997	22.997	
Full Market Value	1,300,000	1,456,000	
Building Value		1,456,000	
Yard Items		1,456,000	
Land Value	1,300,000	87,360	
Total Value	1,300,000	1,456,000	
Assessed Value	78,000		
Capped Total	1,456,000		

Sales Information
Grantor: CORNERSTONE RETAIL LLC **Reval/Market:** 01
Sale Price: 0 **Validity:** 6
Sale Date: 11/30/2011 **Sold Vacant:** No
Legal Ref: 649159

Office Notes Notes

EXHIBIT 2











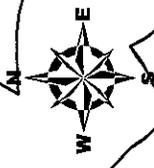

Parcel ID: 0018-00-1018-00 Card # of 1 Location: JIM WILSON RD Indian Land Cost: \$1,300,000

Current Ownership		Prior Owner		ID/Factors/Taxes	
#1	PL BB-SC CLR V LLC	RL BB-SC CLR V LLC			
#2	% RIALTO CAPITAL ADVISORS				
#3					
Street #1	730 NW 107 AVE STE 400	Home Phone			
Street #2		Cell Phone			
City/Town	MIAMI	Work Phone			
Province/State	FL	Email			
Country		Account Type			Separate Bill: <input type="checkbox"/>
DOB	MM/DD/YYYY	Legal Reference	643-58		Wald Owner: <input checked="" type="checkbox"/>
Owner Occupied		Sale Date	11/30/2011	Owner Lookup Number	64299
Sales		Exemptions		More Owners	
				Other Parties	

Vicinity Map SD-014-006

Cornerstone Townhomes
(proposed)

Carroll's Reserve
Clear Development



CHARLOTTE

JIM WILSON

DELWEBB

Lancaster
County
South Carolina

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE #798

AN ORDINANCE AMENDING THE LANCASTER COUNTY ZONING MAP
BY REZONING PROPERTY LOCATED
EAST OF U.S. HIGHWAY 521 AND ALONG BOTH SIDES OF JIM WILSON ROAD
FROM B-3, R-15P AND PDD-20 TO PDD-20 AS AMENDED

Rezoning Parcels: 0013-00-112-00, 0013-00-114-00, 0013-00-115-00, 0013-00-115-01,
0013-00-117-00 (portion of), 0013-00-118-00, 0016-00-020-00, 0016-00-021-00 and as
shown on the attached Exhibit A

PDD-20 Amendment Parcels: 0016-00-025-00, and 0015-00-001-00 (portion of) and as
shown on the attached Exhibit A

Originally Approved PDD-20 Parcel: 0015-00-001-00 (portion of)

WHEREAS, approximately 283 acres of primarily vacant land located east of U.S
Highway 521 and north of Six Mile Creek Road was previously rezoned from R-15 to PDD-20
for the purpose of developing a mixed use community with single family detached homes,
townhomes and condominiums for sale and an approximately 42.15 acre commercial component
including retail, restaurant and/or support services for the residents of the community; and

WHEREAS, Merrifield Partners, Crosland and Wallace Land Ventures II request to add
approximately 98.92 acres of primarily vacant land located east of U.S. Highway 521 and along
the north side of Jim Wilson Road to the previously approved PDD-20 with the intent of
allowing for an expanded commercial component of the development; and

WHEREAS, Merrifield Partners, Crosland and Wallace Land Ventures II request to
amend certain provisions of the previously approved PDD-20 for the approximately 42.15 acre
commercial area located on the southeasterly corner of the intersection of Highway 521 and Jim
Wilson Road and for the approximately 152.26 acre residential area located on the north side of
Jim Wilson Road along Six Mile Creek.

WHEREAS, the Joint Planning Commission recommended approval of the rezoning
request by a vote of 5-0.

NOW, THEREFORE, BE IT ORDAINED by the Lancaster County Council that
approximately 98.92 acres of primarily vacant land located east of U.S. Highway 521 and along
the north side of Jim Wilson Road shall be rezoned from B-3 and R-15P to PDD-20 (as
amended) and the previously approved PDD-20 shall be amended for the approximately 42.15
acre commercial area located on the southeasterly corner of the intersection of Highway 521 and
Jim Wilson Road and for the approximately 152.26 acre residential area located on the north side

of Jim Wilson Road along Six Mile Creek. The provisions of the previously approved PDD-20 remain unchanged for the residential area located south of Jim Wilson Road;

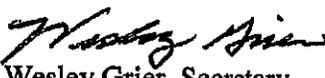
AND BE IT FURTHER ORDAINED that Planned Development District, PDD-20 as amended, shall hereby be created as per the attached Development Regulations.

AND IT IS SO ORDAINED this 5th day of March, 2007.

LANCASTER COUNTY COUNCIL



Rudy L. Carter, Chairman



Wesley Grier, Secretary

Approved as to form and content:



William R. Sims, County Attorney

Attest:



Irene Plyler, Clerk to Council

1st reading: 01-08-2007
2nd reading: 01-29-2007
3rd reading: 03-05-2007

STATE OF SOUTH CAROLINA)

)

Planned Development District, PDD-20

AS AMENDED

COUNTY OF LANCASTER)

Ordinance # 798

1. PURPOSE, AUTHORITY & JURISDICTION

1.1 Purpose

The purpose of the PDD-20 Planned Development Ordinance ("Ordinance") is to establish certain specific land use controls over the development of the Property to ensure that it is developed in accordance with existing and future needs and to promote the health, safety, and general welfare of the future tenants and residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to ever changing market conditions and to permit the use of evolving innovative development techniques for the protection of the natural environment and the quality of life of future residents.

1.2 Authority

Sections of the South Carolina Local Government Code ("Code") and Lancaster County's Ordinances provide the legal authority for the County and a property owner to enter into an agreement that (i) governs the creation, development, and existence of certain property, and (ii) establishes the rights and obligations of the property owner and the County with respect to the development of the property. Additionally, legal authority for such an agreement is derived from common law. The Code and the ordinances also provide the legal authority for the creation, adoption and enforcement of this Development Ordinance.

1.3 Jurisdiction

This Ordinance shall govern development of the PDD-20 property ("Property" or "Site") identified on the PDD-20 Master Plan which consists of approximately 424.33 acres more or less. *The acreages noted for the PDD-20 Site and the separate Tracts within the Site are approximates only.* The PDD-20 may be expanded with additional properties.

NOTE: *This PDD-20 Ordinance relates to the PDD-20 expansion area (Tract A-1 on Master Plan) and the PDD-20 amendment area (Tract A-2 and Tract B on Master Plan). This amendment does not modify any of the PDD-20 provisions associated with the area noted as Tract C on the site plan and which is known as the Pulte Homes/Bel Air Development. The provisions outlined in the originally approved PDD-20 text for the Pulte Homes/Bel Air development are included in this Ordinance for ministerial purposes only and this Ordinance is not intended to modify any of the previously approved plans for the Pulte Homes/Bel Air development nor any of the previously approved conditions, variances or other matters outlined in the originally approved PDD-20 Ordinance for the Pulte Homes/Bel Air development.*

Changes to the PDD-20 Ordinance for Tract A-2 and Tract B are noted in bold, italicized print throughout the document for summary and explanatory purposes only. The other portions of this Ordinance should be referenced for the actual description of Ordinance matters including but not limited to waivers, variances, appeals, development standards and other provisions.

2. THE MASTER PLAN

The Master Plan proposes a mixed use, master planned community located on the east side of Highway 521 across from the entrance to the Sun City Carolina Lakes development and extending east along Jim Wilson Road north of Six Mile Creek Road.

The commercial area (Tract A-1 and A-2 on site plan) will include approximately 141.07 acres of retail, medical, office, civic, institutional, hotel, assisted living, restaurant, and/or commercial uses except as follows:

- Adult entertainment uses
- Industrial mining
- Mini-warehouses
- Manufactured homes
- Modular homes
- Pistol, rifle or skeet ranges
- Turkey shoots
- Motorized race and testing track
- Automobile wrecking and/or junk or salvage yards
- Livestock auction house
- Rooming or boarding house

Tract A-1 is located north of Jim Wilson Road and Tract A-2 is located south of Jim Wilson Road. The ultimate amount of floor area within Tract A-1 shall be no less than 200,000 square feet and no more than 1,000,000 square feet at its ultimate, final stage of development. The ultimate amount of floor area within Tract A-2 shall be no less than 100,000 square feet and no more than 400,000 square feet at its ultimate, final stage of development.

Tract A-1 and Tract A-2 may also include a combined total of up to 450 residential units. All or any portion of the 450 units may be located on Tract A-1 but in no event will more than 225 of the 450 units be placed on Tract A-2. These units may be multi family units, townhomes or condominiums for sale and/or single family detached homes. The residential units may also be located within mixed use structures.

Note: This amended PDD-20 modifies the previously approved land use and square footage provisions for Tract A-2 of the PDD-20 site. The originally approved PDD-20 provided for a minimum of 200,000 square feet and a maximum of 400,000 square feet of commercial, retail, office, civic and/or institutional development within the original commercial portion of the PDD-20 site (Tract A-2). This amended PDD-20 expands the commercial portion of the PDD-20 site by approximately 98.92 acres (Tract A-1)

and allows between 300,000 and 1,400,000 square feet of non-residential uses on the expanded commercial area of the Site. The amended PDD-20 also allows up to 450 residential units within the commercial area.

The residential portion of the community (Tract B and Tract C on site plan) includes approximately 283.26 acres and may be developed for residential purposes with an overall maximum gross density of up to 3.25 dwelling units per gross residential acre. The residential component may include single family detached and/or attached homes with a maximum of 300 townhomes or condominiums for sale.

Note: The previously approved PDD-20 established a minimum of 150 and a maximum of 300 townhomes or condominiums for sale within the community. This amended PDD-20 allows development of those townhomes or condominiums to be optional rather than mandatory.

The single family residential components may utilize a variety of lot sizes and configurations and varying densities within the separate development tracts as long as the overall maximum gross density is maintained. A minimum of 20 % of Tract B and Tract C shall be common open space.

Two acres located adjacent and to the west of Tract C on Six Mile Creek Road is to be dedicated to Lancaster County for use as an EMS station or other use deemed appropriate by the Office of Emergency Preparedness.

The Master Plan shall serve as the official map, showing the location of PDD-20 as amended, the location of all land use designations and the boundaries of such areas. The Master Plan is incorporated herein by reference. All development shall comply with the Master Plan as well as the provisions of this Ordinance as established and as they may be amended under Section 7.

The PDD may be expanded with additional acreage.

3. REGULATIONS

3.1 Applicable Regulations

Except for the following described and specific exclusions, and except to the extent an express waiver or variance is set out in this Ordinance or subsequent amendments to the Ordinance, all development shall comply with the Unified Development Ordinance, as it existed at the date of the adoption of the originally approved PDD-20 Ordinance. The provisions of the Unified Development Ordinance applicable to the Property under this Section shall be referred to in this Ordinance as the Applicable Regulations. If there is a conflict between the express provisions of this Ordinance and the Applicable Regulations, the provisions of this Ordinance are intended to be controlling and shall supersede the inconsistent Applicable Regulations.

Buildings constructed within the Property shall be constructed in accordance with uniform building codes adopted by the County and their respective local amendments, as

those uniform building codes may exist and be uniformly enforced Countywide at the time plans for buildings are submitted to the County for review.

With the exception of the International Building Code (IBC), including IRC, all federally mandated floodplain regulations, the International Fire Code, the Uniform Building Code or any other State delegated programs, ordinances or authorizations that the County has agreed to enforce on behalf of the State of South Carolina, the Property shall not be subject to any future planned development ordinances adopted by the County. Furthermore, no other ordinance, code provision, regulation, or rule adopted and enforced by the County, relating to development and zoning shall be applicable to the development of all or any part of the Property unless expressly made applicable by this Ordinance, as specified herein or by written consent of the Property Owner(s) with jurisdiction over an area of the Property affected by the ordinance, code provision, regulation, or rule.

3.2 Amendments to the Applicable Regulations

One or more amendments to the Applicable Regulations may be appropriate to facilitate planned developments of large acreage tracts such as the Property. If such a determination is made by the County, the County shall adopt such an ordinance considering input from the Property Owner(s) as to the appropriate characteristics of such an ordinance. The Property Owner(s) may elect, at their sole and exclusive option, by written notice to County to subject some or all of the Property to all, or any one or more, future amendments or revisions to, or restatements or substitutions of, the Applicable Regulations.

3.3 Permits

Permits and approvals required from governmental agencies for any development permitted by this Ordinance shall be obtained.

3.4 Fees

Any fees due to the County under the Applicable Regulations in connection with any application required by or requested in accordance with this Ordinance shall be paid to the County. The fees shall be the fees generally charged by the County for similar applications filed with the County, as adopted by ordinance of uniform application throughout the County. Fees shall be paid upon submission of a signed application or notice of appeal.

3.5 Permitted Uses

The uses permitted, shall be those identified in Section 9 of this Ordinance.

4. ADMINISTRATIVE BODIES

4.1 Building and Zoning Department of Lancaster County

The Building and Zoning Department shall have the authority to administer and enforce all of the provisions of this Ordinance pertaining to zoning under the provisions of Section 7.1.1 of the Unified Development Ordinance and as applicable, Chapters 7 and 9 of the Code of Ordinances.

4.2 Joint Planning Department of Lancaster County

The Joint Planning Department shall have the authority to administer and enforce all of the provisions of this Ordinance pertaining to land development and subdivisions of land under the provisions of Section 7.1.2 of the Unified Development Ordinance.

5. **DEVELOPMENT APPROVAL**

All requests and procedures for development approval shall be in conformance with Chapter 20 of the Unified Development Ordinance unless otherwise specified herein. The permit issuing authority may require more information or accept as sufficient less information according to the circumstances of the particular case. In regards to Section 20.1.2.b, only detailed plans that vary materially from the standards set forth in this Ordinance shall require approval of the Joint Planning Commission/ it being the intent of this section that any detailed plans that are reasonably consistent with the details in this Ordinance be approved by staff without necessity of approval by the Joint Planning Commission.

6. **WAIVERS, VARIANCES AND APPEALS**

Waivers & Variances from Applicable Regulations

Lancaster County Ordinances and State of South Carolina Statutes provide that the County may modify any requirement imposed by the County's Unified Development Ordinance or any other ordinance.

6.1 The following waivers and variances from the County's Unified Development Ordinance and /or Subdivision Ordinance are approved and granted by the County for **TRACT A-1 AND TRACT A-2** of the Site:

(a) Driveways - A variance is granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to allow the unrestricted location of driveways provided that they satisfy SCDOT permitting criteria. However, in no event will there be more than three (3) access points from Tract A-1 of the Site to Highway 521 and no more than one (1) access point from Tract A-2 of the Site to Highway 521. In addition, the following provisions shall govern vehicular access from Tract A-1 and Tract A-2 to Highway 521:

- One of the three access points from Tract A-1 to Highway 521 aligns with Carolina Lakes Boulevard. This intersection is signalized and it is anticipated that the intersection of Highway 521 and Jim Wilson Road will ultimately be signalized. For this reason, this Ordinance does not request

additional traffic signal control along the Site's frontage on Highway 521 beyond these traffic signals.

- Only one of the remaining two access points from Tract A-1 to Highway 521 will be full movement. The other of the remaining two access points shall be limited to right turns in and out only.
- The access point from Tract A-2 to Highway 521 shall be limited to right turns in and out only.

- (b) **Buffers, Lake Edges and Street Yards** - A variance is granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to eliminate buffers between various land uses within the Site. A landscape buffer of at least 45 feet in width shall be provided along a portion of the perimeter of Tract A-1 and Tract A-2 abutting residential zoning as noted on the Master Plan. A variance is granted to eliminate the buffer abutting several parcels located on the north side of Jim Wilson Road near Highway 521 as noted on the Master Plan. The landscape buffer shall remain undisturbed to the extent practical. In the event any portion of the landscape buffer is disturbed during the site development or construction processes, new plantings shall be installed within the affected area such that the plantings within the affected buffer area meet the minimum requirements of a Type #2 Planting Yard as outlined in Table 12-2 of the County's Unified Development Ordinance. In the event additional tracts of land are incorporated into the development, the landscape buffer shall be relocated to the newly created project edge.

Building setbacks of at least 75 feet shall be provided along the Site's frontage on Highway 521 and setbacks of at least 20 feet shall be provided along Jim Wilson Road. Parking shall not be located within the first 53 feet of the 75-foot street yard along Highway 521. The treatment of the Highway 521 and Jim Wilson Road street yards and setbacks shall conform to the applicable cross-sections outlined on the Master Plan. In areas with existing trees, the street yard/setback treatment may include the existing trees or newly installed trees. Signage may be located within any portion of the street yards/setbacks. Berms as depicted on the Master Plan may be altered or deleted.

- (c) **Project Identification Signs** - A variance is granted to allow one freestanding monument or ground mounted project identification sign at or near the entrance to the Site along Highway 521 that will align with Carolina Lakes Boulevard. The copy area on this sign shall not exceed 25 feet in height and 225 square feet in size.

Other project signage may include up to two freestanding monument or ground mounted project identification signs per each of the other entrances to the Site along Highway 521 and Jim Wilson Road. The copy area on these freestanding monument or ground mounted type signs shall not exceed 12 feet in height and 250 square feet in size.

Individual development parcels may have one freestanding monument or ground mounted identification sign. The copy area on these freestanding monument or ground mounted type signs shall not exceed 8 feet in height and 75 square feet in size.

All signs may include copy on both sides of the sign.

Attached signage shall be in conformance with the relevant provisions of the Unified Development Ordinance.

- (d) **Drainage and Storm Water** - A variance is granted to accommodate an alternative drainage and storm water management system specifically tailored to the Site subject to the review and approval of the Department of Health and Environmental Control (DHEC) and the mutual agreement of DHEC and the Petitioners.
- (e) **Utilities** - A variance is granted to allow the design of the utility system to employ alternative standards specifically suited to the Site subject to the review and approval of the appropriate utility provider and the mutual agreement of the appropriate utility provider and the Petitioners.
- (f) **Flood, Drainage, Storm Water, Sediment and Erosion Controls** - A variance is granted to allow the design of the flood, drainage, storm water, sediment and erosion control system to employ alternative standards specifically suited to the Site subject to the review and approval of the Department of Health and Environmental Control (DHEC) and the mutual agreement of DHEC and the Petitioners.
- (g) **Street Design and Construction** - A variance is granted to allow for an alternative street design and construction standard specifically suited to the Site subject to review and approval by the appropriate agency(ies) which may include SCDOT, the Department of Public Works, etc and the mutual agreement of the appropriate agency(ies) and the Petitioners. The street signs throughout the street system may utilize special design features related to the development subject to the review and approval of the Department of Public Works and any other appropriate agency/department of the County or State. Road construction shall conform to the minimum standards of the IFC, Lancaster County and SCDOT.
- (h) **Impervious Surface Area**. A variance is granted to allow an overall average impervious cover among various land uses on the Site of up to 65 percent.

6.2 The following waivers and variances from the County's Unified Development Ordinance and /or Subdivision Ordinance are approved and granted by the County for **TRACT B AND TRACT C** of the Site:

- (a) **Lots Lines, Access to Lots and Flag Lots**- For the purposes of the development of this Property, a variance is granted from the County's Unified Development

Ordinance to allow variation in the configuration of the lots and the width of each lot's minimum street frontage due to the Site's topography and water features.

- (b) **Water bodies and Watercourses-** The water bodies within the Site shall be owned and maintained by the Developer and/or the Homeowners Association rather than the owners of the adjacent lots. The petitioner retains the right to deed ownership and maintenance of all, or some, of the water bodies to the Katawba Valley Land Trust or any other appropriate conservation group of the developer's selection.
- (c) **Block and Roadway Configuration -** A variance is granted from the County's Unified Development Ordinance to permit cul-de-sac roads as well as varying block lengths and widths, without any further approval from the County. A variance shall be granted from the minimum and maximum cul-de-sac length standards to allow cul-de-sacs of at least a minimum of 50 feet up to a maximum of 2000 feet provided that adequate fire protection criteria is maintained (e.g. required fire hydrant spacing).
- (d) **One Access Subdivisions and Continuation of Adjoining Road System-** Because the proposed development is a large master planned community, a variation is granted to allow more than 150 dwelling units per point of access and to waive any requirement to extend existing roads on abutting tracts into the Site, provided that adequate fire protection and emergency response criteria is maintained.
- (e) **Sidewalks and Public Crosswalks -** Connectivity will be provided through the use of sidewalks to link the various areas of the Site. A variance shall be granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to permit deletion of sidewalks on cul-de-sac streets only within the radial bulb area portion of the cul-de-sac. Sidewalks of at least four feet in width will be provided on both sides of all collector and through streets and on one side of minor streets.
- (f) **Driveways -** A variance is granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to allow the unrestricted location of driveways provided that they satisfy SCDOT permitting criteria.
- (g) **Buffers, Lake Edges and Street Yards -** A variance is granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to eliminate buffers between various land uses that abut one another within the Site's development tracts and to allow lots to face onto collector streets. A landscape buffer of at least 45 feet in width shall be provided along the Site's perimeter abutting residential zoning as noted on the Master Plan. The landscape buffer shall remain undisturbed to the extent practical. In the event any portion of the landscape buffer is disturbed during the site development or construction processes, new plantings shall be installed within the affected area such that the plantings within the affected buffer area meet the minimum requirements of a Type #2 Planting Yard as outlined in Table 12-2 of the County's Unified

Development Ordinance. In the event additional tracts of land are incorporated into the development, the landscape buffer shall be relocated to the newly created project edge.

Mass grading activity and construction of new structures shall be prohibited within 50 feet of the water's edge along Six Mile Creek abutting the Site and any lakes on the Site and treatment of any water edges shall conform to the relevant standards of the Department of Health and Environmental Control (DHEC).

Street yards of at least 20 feet shall be provided along the Site's frontage on Six Mile Creek Road and Jim Wilson Road. The treatment of the Six Mile Church Road and Jim Wilson Road street yards shall conform to the cross-sections outlined on Sheet 2. Berms as depicted on Sheet 2 may be altered or deleted to provide sight distance at driveways as required by South Carolina Department of Transportation (SCDOT) or any other jurisdictional agency. The street yards may employ a single cross-section treatment or a combination of these cross-section treatments along the various portions of the Site's frontage along Six Mile Church Road and Jim Wilson Road. Signage may be located within any portion of the street yards.

- (h) Project Identification Signs – A variance is granted to allow project identification sign copy area of up to 250 square feet. Such sign copy area shall be incorporated into an architectural feature such as a wall that will not exceed 12 feet in height. Up to two such signs per entry shall be permitted.
- (i) Drainage and Storm Water – A variance is granted to accommodate an innovative drainage and storm water management system specifically tailored to the Site subject to the review and approval of the Department of Health and Environmental Control (DHEC).
- (j) Utilities – A variance is granted to allow the design of the utility system to employ innovative standards specifically suited to the Site subject to the review and approval of the appropriate utility provider.
- (k) Flood, Drainage, Storm water, Sediment and Erosion Controls - A variance is granted to allow the design of the flood, drainage, storm water, sediment and erosion control system to employ innovative standards specifically suited to the Site subject to the review and approval of the Department of Health and Environmental Control (DHEC).
- (l) Street Design and Construction - A variance is granted to allow for an innovative street design and construction standard specifically suited to the Site subject to review and approval by the appropriate agency which may include SCDOT, the Department of Public Works, etc. The street signs throughout the street system may utilize special design features related to the development and shall be reviewed and approved by the Department of Public Works and any other

appropriate agency/department of the County or State. Road construction shall conform with the minimum standards of the IFC, Lancaster County and SCDOT.

6.3 Consideration of additional variances from the applicable regulations may be requested as the Property is developed. Consideration and action on any such variances may be procured under Section 7 of this Ordinance. For requests that cannot be administratively approved under Section 7, the County shall review variances of requirements or ordinances governing development without unreasonably delaying or withholding its decision.

6.4 Appeals

Appeals from decisions of the Planning Director, which are adverse to the Property Owner, may be appealed under Section 8.2 of the Unified Development Ordinance.

7. AMENDMENTS

7.1 Minor Amendments to the Master Plan

The Master Plan is a conceptual plan for the development of the Property. In response to changes in market conditions or other circumstances, amendments may be made to the Master Plan. The Property Owner shall determine the need for such changes. No minor change shall be considered a zoning change or a substantial change under the Unified Development Ordinance (UDO). Therefore, each of the changes shall be made by either the Administrator or the Planning Director in accordance with Section 7.3 below without review or approval by the County Council, Joint Planning Commission, or any other board or commission of the County. Such changes may be made at any time. Changes in land use from those depicted on Tract B and Tract C of the Master Plan may be made in accordance with the following and shall be deemed to be minor amendments:

- (a) A specific residential land use designation shown for any Component or portion of a Component on the Master Plan may be changed to any other type of residential use or to a civic or institutional land use.
- (b) A specific nonresidential land use designation shown for any Component or portion of a Component on the Master Plan may be changed to any type of residential use.

Note: The Developer shall be entitled to make necessary alterations to lot lines and dimensions, roadway alignments and other alterations needed to implement any changes in land use permitted in this Section 7.1.

7.2 Procedure for Administrative Approval of Amendments

Any amendment proposed or approved by the Property Owner(s) shall be submitted to the Planning Director in the form of a proposed site plan or a proposed text amendment to

this Ordinance or the Development Agreement. The information provided shall be sufficient to make minor technical corrections, revisions, or modifications.

The Planning Director shall not unreasonably withhold or delay the approval of any such proposed amendment, and each such proposed amendment shall be executed by the Property Owner(s) and by the Planning Director on behalf of the County. In determining whether to approve a proposed site plan or text amendment (other than those that comply with Section 7.2, which must be approved), the Planning Director shall consider sound land planning principles and market conditions, including the demand or desire of potential purchasers. The opinion of the Property Owner(s) as to market conditions for all purposes under this Ordinance shall be presumed correct absent manifest error. The Planning Director shall deliver specific, detailed written objections to the Petitioner within fourteen (14) days of receipt of a written request for amendment. If such objections are not received by Petitioner, Petitioner shall notify the Planning Director of the expiration of the 14-day period, at which time the Planning Director shall have an additional 7-days to deliver any objections to Petitioner. If such objections are not received at the end of the additional 7-day period, then consent of the Planning Director to Petitioner's request shall be deemed to be granted.

Upon execution, the terms and provisions of any such amendment shall be recorded in the Real Property Records of Lancaster County, South Carolina. Appeals from decisions of the Planning Director, which are adverse to the Property Owner, may be appealed pursuant to the provisions of Section 6.3.

8. ENFORCEMENT

The County Building and Zoning Department shall have and exercise all powers to enforce the provisions of this Ordinance as it applies to the Property as are otherwise available to enforce or remedy a violation of the County Unified Development Ordinance that occurs on territory within the County's boundary limits, including without limitation those civil and criminal enforcement powers described in the Unified Development Ordinance or the International Codes as it relates, to building safety.

9. DEFINITIONS

In this Ordinance, each of the following terms shall have the meaning assigned to it:

Applicable Regulations - the code provisions, ordinances, rules, and regulations of the County that apply to the Property as specified in Section 3.

Assisted Living Facility - a facility offering any combination of housing, personalized supportive services and healthcare designed to meet the needs of those who need help with activities of daily living. Such facilities include but are not limited to independent living or dependent living facilities.

Civic Use - police stations, libraries, daycare facilities, fire stations, meeting halls, recreational facilities, government buildings, museums, schools, performing arts centers, religious buildings, or any other cultural, civic or social use.

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

County - Lancaster County,, South Carolina, a political subdivision of the State of South Carolina.

County Council - County Council of Lancaster, South Carolina or such other body that governs the County if the County Council ever ceases to exist.

County Council Chairman - the duly elected Chairman of the Lancaster County Council.

Gross Residential Acreage - the sites total gross acreage less the commercial acreage.

Institutional Use - schools, religious buildings, hospitals or other care facilities, YMCA's, YWCA's and other private or public facilities that support the community.

Internal Roadways - all roadways hereafter constructed within the Property.

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

Mixed Use Structure - a structure that contains retail, commercial, medical, office, civic, and/or institutional uses along with residential units.

Multi family Units - dwelling units placed one on top of another or side by side and sharing common walls or common floors and ceilings.

Office Use - business, professional, service, or governmental occupations, and institutions and commercial activities not involved with the sale of merchandise.

Open Space/Common Open Space - any open space designated for use as Golf, Club, Park, Amenity Area such as Plazas, Courtyards and/or other Hardscape Areas, Floodway, Floodplain, River Protection Zone and/or Open Space on the Master Plan.

Joint Planning Commission - the Joint Planning Commission of the County or some other body as may succeed to the duties of the present Joint Planning Commission.

Planning Director - the Director of the Joint Planning Department of Lancaster County, South Carolina or such other individual as may succeed the duties of the present Planning Director.

Property Owner(s) - the Master Developer(s) of the Property or, as to a particular Component, any single sub-developer the Property Owner(s) designate in an Assignment of Property Owner Rights.

Restaurant - an establishment designed, in whole or in part, to accommodate the consumption of food and/or beverages including alcoholic beverages. Such establishments include sit-down restaurants and/or restaurants with drive through facilities.

Retail Use - any use associated with the sale of consumer goods, products or merchandise. Allowable accessory uses include but are not limited to outdoor sales.

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

Site - all of the land comprising PDD-20 as noted on the attached site plan.

NOTE: This amendment does not modify any of the PDD-20 provisions associated with Tract C located south of Jim Wilson Road and also known as the Pulte Homes/ Bel Air Development. The provisions outlined in the originally approved PDD-20 text for the Pulte Homes/Bel Air development are included in this Ordinance for ministerial purposes only and this Ordinance is not intended to modify any of the conditions, variances or other matters related to the Pulte Homes/Bel Air development.

Townhouse For Sale - a single family attached dwelling unit which is sold along with land. The term "townhouse for sale" shall also be deemed to include residential condominium units in which living units are owned by individuals and common parts of the property, such as the grounds and building structure, are owned jointly by the unit owners.

Unified Development Ordinance - the Unified Development Ordinance of Lancaster County and Zoning Map of the County, in effect at the time of the adoption of the originally approved PDD-20 Ordinance.

10. GENERAL PROVISIONS

- 10.1 The Petitioner proposes the development of a Planned Development District on approximately 424.33 acres of land, more or less, located to the east of Highway 521 and north of Six Mile Creek Road. The Master Plan proposes a mixed use development including retail, office, commercial and medical development located along Highway 521 and residential areas extending toward Six Mile Creek and Six Mile Creek Road.
- 10.2 The commercial area (Tracts A-1 and A-2) may include retail, medical, office, assisted living, hotel, civic, institutional, restaurant, and/or commercial uses with the exception of the disallowed uses noted in Section 2 above. The ultimate amount of floor area within Tract A-1 shall be no less than 200,000 square feet and no more than 1,000,000 square feet at its ultimate, final stage of development. The ultimate amount of floor area within Tract A-2 shall be no less than 100,000 square feet and no more than 400,000 square feet at its ultimate, final stage of development.

Tract A-1 and Tract A-2 may also include a combined total of up to 450 residential units. All or any portion of the 450 units may be located on Tract A-1 but in no event will more than 225 of the 450 units be placed on Tract A-2. These units may be multi family units, townhomes or condominiums for sale and/or single family detached homes. The residential units may also be located within mixed use structures.

Tracts A-1 and A-2 shall include a minimum of 5% common open space. In the event the amount of common open space located within other areas of the PDD-20 site exceeds the required amount, those excess common open space areas may be applied to the common open space percentage requirement for Tracts A-1 and A-2. The percentage of common open space required within Tract A-1 and/or Tract A-2 does not increase if multi family or other attached residential uses are developed on Tract A-1 or Tract A-2. However, should single family residential uses be developed on Tract A-1 or Tract A-2, the portions of Tract A-1 and Tract A-2 devoted to single family residential uses will include a minimum of 20 % common open space.

- 10.3 Tract B and Tract C may include various residential housing types and lot sizes subject to the overall maximum density of 3.25 dwelling units per acre. Permitted land uses include single-family detached housing, townhouses for sale, civic, and institutional uses, open space, and pedestrian and vehicular linkages. The development depicted on the master plan is intended to reflect a generalized arrangement of proposed land uses on the site, but the exact configuration, placement or size of the individual site elements may be altered or modified during the design, development and construction phases subject to the approval of the Planning Director and the regulations contained in this Ordinance.

The residential components may utilize a variety of lot sizes and configurations and varying densities within the separate development tracts as long as the overall maximum gross density is maintained. A maximum of 300 for-sale townhomes or condominiums may be incorporated into Tract B and/or Tract C of the community. Two acres are to be dedicated to Lancaster County for EMS use. One manufactured home is allowed on an approximately four and one-half acre tract located along Jim Wilson Road. The manufactured home and its driveway may occupy a one acre portion of this larger tract. In the event the owner of the manufactured home chooses to sell this tract, it shall become incorporated into the surrounding PDD zoned site and may no longer be used for a manufactured home. Civic, institutional, open space and open space amenity uses are also permitted throughout the Site.

A minimum of 20 percent of Tract B and Tract C shall be provided as common open space. In the event the amount of common open space located within other areas of the PDD-20 site exceeds the required amount, those excess common open space areas may be applied to the common open space percentage requirement for Tract B.

Although the maximum overall gross density within Tract B and Tract C shall not exceed 3.25 dwelling units per acre, the net densities within various sections of Tract B and Tract C may exceed this amount. Due to constraints associated with significant topographical conditions found throughout Tract B and Tract C, residential densities in those tracts may increase or decrease provided that the overall total gross residential density does not exceed the maximum of 3.25 dwelling units/acre. The Petitioner will provide a "running total " tabular summary of units and overall density calculations as it relates to subsequent project subdivision submittals, in order to assist staff in keeping track of this information.

- 10.4 The development depicted on the master plan is intended to reflect a generalized arrangement of proposed land uses on the site, but the exact configuration, placement or size of the individual site elements may be altered or modified during the design, development and construction phases subject to the approval of the Planning Director and the regulations contained in this Ordinance.
- 10.5 Amendments and/or modifications to the master plan and/or to the overall mixture, location and extent of any permitted land use listed herein may be made in response to changes in the marketplace or other circumstances affecting the project, provided such changes are made in accordance with the provisions outlined in Section 7, Amendments.
- 10.6 The project has been designed taking into account the difficult topographic conditions that are common to this site and this part of Lancaster County.

11. GENERAL DEVELOPMENT STANDARDS

11.1 Purpose of Development Standards

The General Development Standards establishes restrictions applicable to all development, and shall supercede any similar requirements in the Applicable Regulations.

11.2 Intensity of Development

Development intensity for a particular use shall not exceed the use densities set forth in this Section.

Land Use	Density	Total No. of Acres/ Units
Non-residential Uses in Tract A-1 and A-2	Between 300,000 and 1,400,000 s.f.	Approx. 141.07 acres
Assisted Living Uses	Up to 200 beds	Up to 30 acres of the above noted 141.07 acres
Maximum Number of Dwelling Units	3.25 du/ acre in Tract B and Tract C Maximum of 450 du in Tract A-1 and Tract A-2 combined but no more than 225 of the 450 du in Tract A-2	Approximately 283.26 acres at 3.25 dwelling units per acre

Notes

- The assisted living beds noted above are separate and apart from the maximum number of dwelling units permitted on the Site.

11.3 Dimensional Requirements

Setbacks and Yards in Tract A-1 and A-2

Land Use	Min. Building Setback	Min. Side Yard	Min. Rear Yard
Single Family Detached Residential	20'	5'	20'
Townhomes and Condominiums	10'	5'	5'
Non-residential Uses/Multi family/Mixed Use	10'	0	0

Setbacks and Yards in Tract B and Tract C

Land Use	Min. Building Setback	Min. Side Yard	Min. Rear Yard
Single Family Detached Residential	20'	5'	20'
Townhomes and Condominiums	20'	5'	15'
Non-residential	15'	0	15'

Notes

- Awnings and balconies may encroach up to 5' into the required setback area. However, within any residential areas located in Tracts A-1 and/or A-2, awnings and balconies will not encroach into the required setback or side yards.
- Decks may encroach 4' into required rear yards.
- HVAC equipment and concrete pads for garage service doors may encroach 3' into required side or rear yards.

- Buildings shall meet minimum separations required by building code. To address any fire protection requirements, alternative construction materials and/or techniques may be utilized to address minimum building separations, thereby mitigating this requirement.
- The minimum width for single family detached lots shall be 50 feet.
- Setbacks and yards noted for Tracts A-1 and A-2 are those required on the interior of the development. The setbacks and yards noted on the Master Plan for the exterior project edges are also applicable.

Building Height

Land Use	Maximum Building Height
Single Family Detached Residential	35' *see notes
Townhomes and Condominiums	45' *see notes
Non-residential Uses/Multi Family/Mixed Use	50' *see notes

Notes

- Building height shall be measured from finished floor to roof line of building and does not include unlivable spaces such as parapets, roof top screen walls, facade features or architectural features.
- Buildings with any useable spaces at heights of over 35 feet shall require the approval of the Building and Zoning Department and Emergency Preparedness.

Lot Size

Land Use	Minimum Lot Size ¹
Single Family Detached Residential	5,000 sf (50w x 100d)
Townhomes	900 sf ²

Footnotes:

¹ Lot size calculation excludes road right-of-way, common open space, and floodplain area along with any other areas within a subdivision that typically are not owned by the lot owner.

² Lot Size - square footage specified for minimum lot size (900 square feet) for Townhome units designates "building footprint" area only. Non residential uses, multi family units, condominium units and units located within mixed use structures shall not be required to conform to this minimum lot size.

11.4 Parking

Multi family units, townhomes and/or single family detached homes may utilize on street and/or alley parking to meet the requirements of the Unified Development Ordinance. However, in the event on street parking is provided, such street shall be of sufficient width to accommodate the parking area plus a travelway of at least 20 feet.

Within any commercial or mixed use areas located in Tract A-1 or Tract A-2, a minimum of one (1) space per 250 square feet of gross floor area shall be provided.

Within any commercial areas located in Tract B or Tract C, a minimum of one (1) space per 400 square feet of gross floor area shall be provided.

Parking shall satisfy building code requirements for providing the minimum number of handicap accessible parking spaces based on IBC and or ADA criteria, whichever is more restrictive.

Note: This amended PDD-20 modifies the previously approved parking ratio for Tract A-2. The originally approved PDD-20 established a minimum of one parking space per 400 square feet of gross floor area. This revised PDD-20 requires a minimum of one parking space per 250 square feet of gross floor area.

11.5 Utilities

Utilities shall be underground and the design and construction of the utilities shall be completed in time to service the residents/occupants of the property as they move in.

11.6 Roadways & Traffic

The location and alignment of the internal roadways and any perimeter access points or entrances shown on the Master Plan may be modified or relocated. Placement and configuration of any project access or entrance points are subject to minor modifications to accommodate final site plan and architectural construction plans and adjustments required to implement the project. Project entrances may be relocated subject to SCDOT approval.

A roundabout may be installed on Jim Wilson Road subject to the review and approval of SCDOT.

11.7 Signage

Signage for Parcel A-1 and A-2

Signage may include one freestanding monument or ground mounted project identification sign at or near the entrance to the Site along Highway 521 that will align with Carolina Lakes Boulevard. The copy area on this sign shall not exceed 25 feet in height and 225 square feet in size.

Other project signage may include up to two freestanding monument or ground mounted project identification signs per each of the other entrances to the site along Highway 521 and Jim Wilson Road. The copy area on these freestanding monument or ground mounted type signs shall not exceed 12 feet in height and 250 square feet in size.

Individual development parcels may have one freestanding monument or ground mounted identification sign. The copy area on these freestanding monument or ground mounted type signs shall not exceed 8 feet in height and 75 square feet in size.

All signs may include copy on both sides of the sign.

Attached signage shall be in conformance with the relevant provisions of the Unified Development Ordinance.

Signage for Parcel B and Parcel C

A master signage and graphics system specific to the various Villages shall be adopted and shall conform to the standards of Chapter 10 of the Unified Development Ordinance. A master signage program shall be submitted to the Planning Director for review prior to issuance of a permit.

Entry signage may include project identification signs with sign copy area of up to 250 square feet incorporated into an architectural feature such as a wall that will not exceed 12 feet in height. Up to two such signs per entry to the community are permitted.

All street signs and identifying signs for each component or subdivision within the Property shall conform to uniform design criteria to facilitate a harmonious appearance.

Two freestanding monument or ground mounted type signs which are intended to identify one or more of the various uses, may be located along the internal street which abuts Tract A-2. These freestanding monument or ground mounted type signs shall not exceed 25 feet in height and 100 square feet in size.

Public information signs and graphics shall be easily understood.

11.8 Retail Sales

Buildings located within Tracts A-1 and A-2 shall have a reasonable level of architectural compatibility with each other.

11.9 Models, Sales Offices, and Welcoming Centers

Models, sales offices, and welcoming centers may be constructed and occupied prior to the completion of infrastructure within a Component and prior to the time a Component is ready for occupancy, provided all permits necessary to construct and occupy such structures have been obtained.

11.10 Floodways

Any necessary floodway permits shall be obtained by the appropriate governmental agencies. The developer shall contact the appropriate governmental agencies prior to development of the Site.

11.11 Wetlands Mitigation

If wetland mitigation is required by the Army Corps of Engineers or the State of South Carolina, off site land may be substituted in lieu of on-site mitigation of wetlands, subject to the approval of the Army Corps of Engineers.

11.12 Six Mile Creek Protection Zone

A Six Mile Creek Protection Zone measuring a total of 50 feet shall be established along the Site's frontage on Six Mile Creek and incorporated into the common open space system. The 50-foot Protection Zone shall be comprised of a woodland buffer along the water's edge within which only trees under 5 inches in caliper, vines and understory brush may be removed. Trees and shrubs preserved within the woodland buffer may be selectively hand-pruned. The Six Mile Creek Protection Zone may include items such as benches, trails and gazebos.

11.13 Environmental Measures for Tract A-1 and Tract A-2

The developer(s) of Tract A-1 and Tract A-2 will work in good faith with the U. S. Fish and Wildlife agency to develop Tract A-1 and Tract A-2 in a manner that provides protection for the Carolina Heelsplitter mussel.

Note: This amended PDD-20 establishes the above environmental protection standard for Tract A-2 whereas the originally approved PDD-20 did not include this provision.

11.14 Lighting

Lighting located within Tract A-1 and Tract A-2

Parking lot lighting shall not exceed 30 feet in height as measured from the top of the base of the lighting fixture to the top of the fixture. All free standing lighting fixtures (with the exception of street lighting) installed on the Site shall be designed such that direct illumination does not extend past any exterior boundary line of the Site.

The illumination of the parking lot lighting shall be limited to a maximum of 5 footcandles adjacent to a public street and to a maximum of 1/2 footcandle adjacent to residential areas.

Note: This amended PDD-20 establishes the above footcandle standard for Tract A-2 whereas the originally approved PDD-20 did not include this provision.

Lighting located within Tract B and Tract C

Lighting located within Tract B and Tract C shall meet the standards as set forth in the Unified Development Ordinance of Lancaster County, section 15.8 and 15.9.

12. MISCELLANEOUS PROVISIONS

12.1 Effective Date

These regulations shall become effective upon third reading of this Ordinance.

12.2 Severability

The sections, paragraphs, sentences, phrases, and clauses of the Ordinance are severable. If any provision of the Ordinance is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then, and in that event, the remainder of the Ordinance shall not be affected thereby. In lieu of each provision of this Ordinance that is illegal, invalid, or unenforceable, a provision shall be added that is as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and that is legal, valid, and enforceable.

WHEREAS, Merrifield, Crosland, Wallace Land Ventures II 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 each developer's development rights, thereby providing certainty and predictability to each developer of those rights and providing certainty and predictability to the County on the scope and terms of the development;

WHEREAS, Merrifield, Crosland and Wallace Land Ventures II 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 purposes and in the manner outlined in the PDD-20 Ordinance for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

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

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement between County and Developer.

(3) "County" means the County of Lancaster, a political subdivision of the State of South Carolina.

- (4) "County Council" means the governing body of the County.
- (5) "Crosland" means Crosland Investments, Inc., a North Carolina corporation.
- (6) "Developer" means, collectively, Merrifield, Crosland and Wallace Land Ventures II. In certain contexts, as used in this Agreement, "Developer" means Merrifield, Crosland and Wallace Land Ventures II individually.
- (7) "Development Rights" means the right of the Developer to develop all or part of the Property in accordance with this Agreement.
- (8) "Merrifield" means Merrifield Partners, LLC, a North Carolina limited liability company.
- (9) "Ordinance No. 659" means Ordinance No. 659 of the County zoning certain property as a planned development district referred to as PDD-20.
- (10) "Ordinance No. 663" means Ordinance No. 663 of the County which is cited as the Development Agreement Ordinance for Lancaster County, South Carolina.
- (11) "Ordinance No. 798" means Ordinance No. 798 of the County adding Tract A-1 and Tract A-2 to the planned development district referred to as PDD-20.
- (12) "Ordinance No. 814" means Ordinance No. 814 of the County approving this Agreement.
- (13) "Parties" means County and Developer, collectively, and individually, Crosland, Merrifield and Wallace Land Ventures II.
- (14) "PDD-20 Ordinance" means Ordinance No. 659, as amended by Ordinance No. 798.
- (15) "UDO" means Ordinance No. 309 of the County as amended through the date of this Agreement and which is cited as the Unified Development Ordinance of Lancaster County.
- (16) "Property" means the land, and any improvements thereon, described in Section 1.04.
- (17) "Wallace Land Ventures II" means Wallace Land Ventures II, LLC, a North Carolina limited liability company.
- (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, collectively, and individually, Crosland, Merrifield and Wallace Land Ventures II.

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 includes portions of the land zoned in the PDD-20 Ordinance as of the date of this Agreement. More specifically, the Property consists of Tracts A-1 and A-2.

Section 1.05. Zoning. The Property is zoned as Planned Development District pursuant to the PDD-20 Ordinance. The PDD-20 Ordinance is hereby incorporated into this Agreement by reference, to include all drawings, plans, narratives and documentation submitted therewith, as fully as if attached hereto. The Parties may elect to physically attach PDD-20 Ordinance

including all drawings, plans, narratives and documentation submitted therewith, or may rely upon the above stated incorporation by reference, at their discretion.

Section 1.06. Permitted Uses. The PDD-20 Ordinance provides for the development uses permitted on the Property, including population densities, building intensities and height.

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

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

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

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

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

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

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

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

(D)(1) The Parties acknowledge that Merrifield, Crosland and Wallace Land Ventures II are each executing this Agreement solely as the owner of certain portions of the Property, all of whom will benefit from the surrounding development and from the terms of this Agreement.

(2) Unless otherwise provided in this Agreement, the obligation of each individual developer is limited pursuant to this Agreement to only those obligations specifically applicable to the respective individual developer's portion of the Property.

~~Section 1.10. Term. The term of this Agreement commences on the date this Agreement is executed by the Parties and terminates five (5) years thereafter.~~ Expires 4/12/12.

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

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations 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. 814 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. 814 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 of Developer. (A)(1) Wallace Land Ventures II and Crosland represents that the number of acres of highland contained in Tract A-1 is ninety-eight and ninety-two-one-hundredths (98.92), more or less.

(2) Wallace Land Ventures II, Crosland and Merrifield represent that the number of acres of highland contained in Tract A-2 is forty-two and fifteen-one-hundredths (42.15), more or less.

(B)(1) Wallace Land Ventures II and Crosland represent that they are the only legal and equitable owners of Tract A-1 as of the date of this Agreement.

(2) Wallace Land Ventures II, Crosland and Merrifield represent that they are the only legal and equitable owners of Tract A-2 as of the date of this Agreement.

ARTICLE III

DEVELOPMENT RIGHTS

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

(B) County agrees that the specific Laws and Land Development Regulations in force as of the date of this Agreement, 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 PDD-20 Ordinance and the terms of this Agreement.

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

(E) To the extent that PDD-20 Ordinance may contain zoning and development standards which conflict with existing zoning and development standards, the standards contained in PDD-20 Ordinance supersede all other standards and PDD-20 Ordinance is deemed controlling.

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

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

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

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

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

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

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

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

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

- (1) Zoning permit;
- (2) Building permits, including plat approval; and
- (3) Sign permit.

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

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.02. Payment to Lancaster County, Tract A-1 and Tract A-2. (A) The provisions of this section apply only to Tract A-1 and Tract A-2.

(B) At the time an application for a building permit is made for each residential dwelling unit in Tract A-1 and for each residential dwelling unit in excess of one hundred fifty (150) in Tract A-2, Developer agrees to pay County three thousand seven hundred fifty dollars (\$3,750.00) for each residential dwelling unit to which the building permit would apply. Payment of the optional lump sum amount provided for by Section 4.02(C) extinguishes the obligation to make a payment at the time of application for a building permit.

(C) Not later than five years from the date of this Agreement, Developer shall have the option to pay County a lump sum amount equal to three thousand seven hundred fifty dollars (\$3,750.00) times an amount not exceed four hundred fifty (450). The optional lump sum payment entitles the Developer to receive a certain number of building permits, as provided in subsection (E) of this section. Exercise of this option and, if exercised, the number by which the dollar amount is multiplied is totally within the discretion of the Developer, provided, however, in no event is Developer entitled to receive building permits for more than four hundred fifty (450) residential dwelling units for Tract A-1 and Tract A-2 combined and not more than two hundred twenty-five (225) residential dwelling units for Tract A-2 individually.

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

(E) Payment of the optional lump sum amount entitles the Developer to building permits for constructing residential dwelling units in Tract A-1 and Tract A-2. The number of building permits shall be determined by dividing the amount received as the optional lump sum payment by three thousand seven hundred fifty (3,750), provided, however, in no event is Developer entitled to receive building permits for more than four hundred fifty (450) residential dwelling units for Tract A-1 and Tract A-2 combined and not more than two hundred twenty-five (225) residential dwelling units for Tract A-2 individually. At the time of payment of the optional lump sum amount, the County shall provide to the Developer a document indicating the Developer: (i) has paid the lump sum amount; (ii) is entitled to a specified number of building permits for the Property; (iii) will receive building permits upon meeting all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council; (iv) will receive the building permits notwithstanding any applicable moratorium, limit on the issuance of building permits, or any other restriction on development rights in effect at the time of application or time of issuance for the building permit; and (v) that the County considers the issuance of the document entitling the Developer to building permits pursuant to this Section 4.02(E) to be a "building permit" as used in Section 13.6.2.6.5 of the UDO, as added to the UDO by Ordinance No. 673, and relating to vesting of construction.

Section 4.03. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Merrifield agrees to reimburse the County, not later than May 31, 2007, 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 Merrifield pursuant to Section 10 of Ordinance No. 663.

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

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

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

(A) **Roads.** (1) Developer is responsible for the construction and costs of all roads, both public and private, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation to U.S. 521 and Jim Wilson Road related to the development of the Property. The public road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(2) County agrees to accept the dedication of the public roads to the County road system but only if, at the time of acceptance, County Council formally agrees to accept the road into the road system and no road shall be accepted into the road system until eighty percent (80%) of the lots on the road have been built out. After acceptance of the public roads into the County road system, Developer agrees to continue to be responsible for the maintenance of the landscaping in the right-of-way and any medians of the public roads within the Property. Developer may transfer its maintenance obligation to a homeowners' association established for the PDD-20 development, provided, that the transfer is for perpetual maintenance.

(3) County acknowledges that Developer may develop restricted access communities within the Property. Construction and maintenance of all roads within restricted access communities is the responsibility of the Developer. Developer may transfer its maintenance obligation to a homeowners' association established for the PDD-20 development, provided, that the transfer is for perpetual maintenance.

(4) Developer agrees to obtain an easement from the South Carolina Department of Transportation to maintain the landscaping in the median and right-of-way at the entrances to the Property on U.S. 521 and Jim Wilson Road. Developer's obligation to maintain the landscaping in the median and right-of-way is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' association established for the PDD-20 development, provided, that the transfer is for perpetual maintenance.

(B) **Potable Water.** Potable water will be supplied to the Property by the Lancaster County Water and Sewer Authority. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure

will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association established for the PDD-20 development. County is not responsible for any construction or maintenance costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

(H) Emergency Medical Services (EMS). Emergency medical services shall be provided by the County to the Property on the same basis as is provided to other residents and businesses within the County except that a portion of the Property may be entitled to receive enhanced emergency medical services because it is located within the Belair Special Tax District.

(I) Fire Services. Fire services will be provided by the Indian Land Fire Department. A portion of the Property may be entitled to receive enhanced fire protection services because it is located within the Belair Special Tax District.

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

And to Merrifield:

Michael Bilodeau
Merrifield Partners, LLC
125 Scaleybark Road
Charlotte, NC 28209

And to Crosland:

Peter Pappas
Crosland Investments, Inc.
227 West Trade Street, Suite 800
Charlotte, NC 28202

And to Wallace Land Ventures II:

Bailey W. Patrick
Wallace Land Ventures II, LLC
255 Cherokee Road
Charlotte, NC 28207

Section 5.02. Amendments. (A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in

writing. No statement, action or agreement made after the date of this Agreement shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

WITNESSES:

Francis M. Rizzo

Kimberly B. Jones

Rebecca Shanko

Sheila Lemone

John Holopik

Paula J. Holden

DEVELOPER:

MERRIFIELD PARTNERS, LLC,
a North Carolina limited liability company

By: James E. Merrifield
Name

Its: Manager
Title

CROSLAND INVESTMENTS, INC.,
a North Carolina corporation

By: Patricia B. Hopper
Name

Its: Vice President
Title

WALLACE LAND VENTURES II, LLC,
a North Carolina limited liability company

By: Betsy W. Patrick, Manager Bissett Patrick Land, LLC
Name

Its: MANAGER
Title

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.

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WITNESSES:

COUNTY:

COUNTY OF LANCASTER, SOUTH
CAROLINA

Christopher L. Hayes

By:

Steve Willis

Steve Willis

Its:

County Administrator

Merrifield Partners, LLC

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STATE OF ~~SOUTH~~ CAROLINA)
North)
COUNTY OF ~~LANCASTER~~)
Mecklenburg)

PROBATE

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

James M. Curtis
First Witness Signs Again Here

Seal

SWORN to before me this
12th day of April, 2007.

Kimberly B. Young
Notary Public Signs AS NOTARY
Notary Public for the State of North Carolina
My Commission Expires: 11/30/08

STATE OF ~~SOUTH~~ CAROLINA)
North)
COUNTY OF ~~LANCASTER~~)
Mecklenburg)

PROBATE

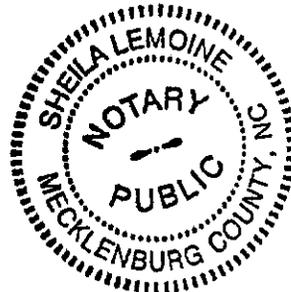
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Crosland Investments, Inc., by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the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

Rebecca Shanko
First Witness Signs Again Here

Seal

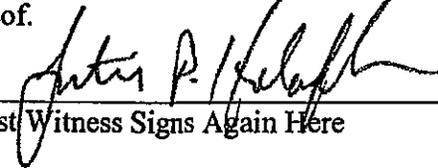
SWORN to before me this
11 day of April, 2007.

Sheila Lemoine
Notary Public Signs AS NOTARY
Notary Public for the State of North Carolina
My Commission Expires: July 18, 2011



STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

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



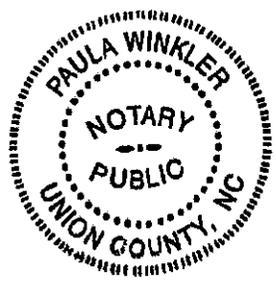
First Witness Signs Again Here

Seal

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



Notary Public Signs AS NOTARY
Notary Public for the State of North Carolina
My Commission Expires: 10/17/11



THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

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

Christopher S. Kauer
First Witness Signs Again Here

Seal

SWORN to before me this
2nd day of April, 2007.

Shene Lyle
Notary Public Signs AS NOTARY
Notary Public for South Carolina
My Commission Expires: 8-3-08

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A
Property Description
PDD-20 Tracts

Tract A-1

BEGINNING AT A POINT the Southern most corner of a tract of land as described hereon, said tract located in the Indian Land Township, Lancaster County, South Carolina, said point being a calculated point in the intersection of Jim Wilson Road and the North bound lanes of Hwy 521; Thence with the center line of the North bound lanes of Hwy 521 a bearing of N 18°02'25" W and a distance of 355.55' to a calculated point; Thence with the center line of the north bound lanes of Hwy 521 a bearing of N 18°02'25" W and a distance of 230.04' to a calculated point; thence with the center line of the North bound lanes of Hwy 521 a bearing of N 18°02'25" W and a distance of 672.66' to a calculated point; Thence with the center line of the North bound lanes of Hwy 521 a bearing of N 18°02'25" W and a distance of 132.99' to a calculated point; Thence leaving the center line of the North bound lanes of Hwy 521 with a bearing of N 20°46'25" W, and a distance of 149.39' to a calculated point; thence with a bearing of N 20°46'25" W, and a distance of 149.61' to a calculated point; thence with a bearing of N 26°58'25" W, and a distance of 322.05' to a calculated point; thence with a bearing of N 32°10'25" W, and a distance of 211.70' to a calculated point; thence with a bearing of N 70°45'56" E, and a distance of 104.29' to a rebar on the Right of Way of Hwy 521 (passing an iron at 100.23'); thence leaving the Right of Way of said road with the line of (now of formerly) J.E. Harris a bearing of N 70°45'56" E and a distance of 1584.83' to a Pipe, said pipe being a break point for lot 2 of the Laurel Hill Subdivision; Thence with a bearing of S 47°52'30" E, and a distance of 776.78', to a pipe, said pipe being a point on line for Lot 3 of the Laurel Hill Subdivision; thence continuing with a bearing of S 47°52'30" E and a distance of 46.19' to a rebar, said rebar being a break point for Lot 3 of said subdivision; thence with a bearing of S 74°03'31" E and a distance of 260.67' to a pipe, said pipe being a common rear corner for Lots 3 and 4 of the Laurel Hill Subdivision; Thence leaving the said subdivision with a bearing of S 20°12'18" E, and a distance of 288.19', to a pipe, said pipe being a common corner with the (now or formerly) Wallace Indian Land, LLC; Thence with the Wallace line a bearing of S 11°16'56" E, and a distance of 1532.18' to a calculated point in the center of Jim Wilson Road (passing an iron at 1501.29'); Thence leaving the center line of said road with a bearing of N 81°14'20" W and a distance of 694.00' to a rebar with in the 66' Right of Way of Jim Wilson Road; thence with a bearing of S 77°36'02" W and a distance of 78.48' to a calculated point in the centerline of Jim Wilson Road; Thence with the centerline a bearing of N 86°39'02" W and a distance of 89.05' to a calculated point; Thence with the centerline a bearing of S 87°18'22" W and a distance of 166.89' to a calculated point; Thence leaving the centerline of said road with a bearing of N 3°06'28" E and a distance of 235.96', to a pipe, said pipe being a common rear corner with (now or formerly) J.A. Terzo property; Thence with the rear line of the J.A. Terzo property a bearing of N 78°43'10" W and a distance of 364.18', to a pipe, said pipe being a common rear corner with the (now or formerly) L.P. McMinn property; Thence with the rear line of LP McMinn a bearing of N 73°39'29" W and a distance of 603.71' to a pipe within the margin of a gravel drive, said pipe being the rear corner of the (now or formerly) C.H. Pettus property; thence with the C.H. Pettus line a bearing of S

6°42'09"W, and a distance of 518.80', to a rebar, (passing irons at 98.53' and at 385.23') said rebar being a common corner with the (now or formerly) M.C. Pettus property; Thence with the M.C. Pettus line (Deed D-6 Page 5864) with a bearing of S 11°13'20" E, and a distance of 245.38', passing through an old block building, to a calculated point in the centerline of Jim Wilson Road; Thence with the centerline a bearing of S 71°19'35" W and a distance of 110.65', to the POINT OF BEGINNING, and containing 98.929 Acres as shown on a survey titled "A Composite Boundary Survey Showing Tracts 1-5 & 10-11 at the intersection of Hwy 521 and Jim Wilson Road" by Carolina Surveyors Inc., dated January 22, 2007.

Tax Map Nos.: 0013-00-114-00; 0013-00-115-00; 0013-00-115-01; 0013-00-117-00; 0013-00-118-00; 0016-00-112-00; 0016-00-114-00; and 0016-00-120-00.

Tract A-2

Beginning at a #5 Rebar on the right of way of US Hwy 521 having the South Carolina Grid Coordinates of N 112859.3156, and E 2049121.9941 and being S 61-06-55 E, 11,290.33 feet (Ground Dist) from NGS Monument "Miki", thence with the right of way of US Hwy 521 and Jim Wilson Road N 26-37-21 E, 71.09 feet to a #5 rebar on the right of way Jim Wilson Road (66' R/W), Thence with the right of way of Jim Wilson Road (66' R/W) two (2) courses: (1) N 71-18-57 E, 684.44 feet to a #5 rebar, (2) with a circular curve to the right having a radius of 1399.39 feet, a length of 97.01 feet, a chord bearing of N 73-18-07 E and a chord distance of 96.99 feet to a #5 rebar on the right of way of Jim Wilson Road and being on the common line with Agnes W. Yarborough (DB 132 PG 314). Thence with the common line of Agnes W. Yarborough, two (2) courses: (1) S 17-21-36 E, 216.33 feet to a existing ¾ " pipe, (2) N 81-12-00 E, 151.30 feet to a set #5 rebar being the common corner with Tract 5 (DB 310 PG 264). Thence with the common line of Tract 5, two (2) courses: (1) N 89-17-25 E, 255.40 feet to a existing #5 rebar, (2) N 00-40-36 W, 221.60 feet to a set 5/8" rebar. Thence with along Jim Wilson Road three (3) courses: (1) N 00-40-36 W, passing a existing pinched pipe at 6.77 feet, 34.87 feet to a point in Jim Wilson Road, being on the common line with Peggy Pettus Grow (DB A-5 PG 497), (2) N 77-48-32 E, 78.40 feet to a point in Jim Wilson Road, (3) S 81-11-28 E, 633.29 feet to a point in Jim Wilson Road being the common corner with Wallace Residential, LLC (Tract 2) (DB 308 PG 22), thence with the common line of Wallace Residential, LLC, S 04-31-18 W, 1084.38 feet to a set #5 rebar on the common line with Carl T. Patterson, Jr. (DB 40 PG 193). Thence with the common line of Carl T. Patterson, Jr. two (2) courses: (1) N 88-12-18 W, 1340.23 feet to an existing 1" pipe, (2) N 88-37-28 W, 280.21 feet to a set #5 rebar on the right of way of US Hwy 521. Thence with the right of way of US Hwy 521, N 18-04-16 W, 763.41 feet to the point of beginning containing 40.766 acres.

and

Beginning at a #5 Rebar on the right of way of US Hwy 521 having the South Carolina Grid Coordinates of N 112859.3156, and E 2049121.9941 and being S 61-06-55 E, 11,290.33 feet (Ground Dist) from NGS Monument "Miki", thence with the right of way of US Hwy 521 and Jim Wilson Road N 26-37-21 E, 71.09 feet to a #5 rebar on the right of way Jim Wilson Road (66' R/W), Thence with the right of way of Jim Wilson Road (66' R/W) two (2) courses: (1) N

71-18-57 E, 684.44 feet to a #5 rebar, (2) with a circular curve to the right having a radius of 1399.39 feet, a length of 97.01 feet, a chord bearing of N 73-18-07 E and a chord distance of 96.99 feet to a #5 rebar on the right of way of Jim Wilson Road and being on the common line with Agnes W. Yarborough (DB 132 PG 314). Thence with the common line of Agnes W. Yarborough, two (2) courses: (1) S 17-21-36 E, 216.33 feet to a existing ¾ " pipe, (2) N 81-12-00 E, 151.30 feet to a set #5 rebar being the common corner with Tract 5 (DB 310 PG 264) and being the TRUE POINT OF BEGINNING. Thence with the common line of Agnes W. Yarborough N 00-44-31 W, 221.77 feet to a set #5 rebar on the right of way of Jim Wilson Road (66' r/w). Thence with the r/w of Jim Wilson Road with a circular curve to the right having a radius of 1399.69 feet, a length of 256.06 feet, a chord bearing of N 89-19-39 E, and a chord distance of 255.65 feet to a set #5 rebar being on the common line with Tract 4. Thence with the common line of Tract 4, two (2) courses: S 00-40-36 E, 221.60 feet to a existing #5 rebar, (2) S 89-17-25 W, 255.40 feet to the point of beginning, containing 1.323 acres.

Tax Map Nos.: 0016-00-025-00 and a portion of 0015-00-001-00.

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Exhibit B

This exhibit is intentionally left blank. It is not referenced in the body of this Agreement.

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**Exhibit C
 Development Schedule
 PDD-20 Tracts**

<u>Year</u>	<u>Tract A-1 (99 acres)</u>		<u>Tract A-2 (42 acres)</u>
	<u>Retail</u>	<u>Residential</u>	<u>Retail/Business/Office</u>
1			
2			10,000
3			40,000
4			
5	350,000	100	40,000
6	200,000	100	75,000
7	150,000	100	75,000
8	100,000		75,000
9		100	75,000
10		50	10,000
Total	800,000	450	400,000

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

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Exhibit D
Required Information
PDD-20 Tracts

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. The legal and equitable owners of the Property are identified in Section 2.02(B).

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

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

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

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

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

(G) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement. Not applicable except that in regards to any environmentally sensitive property, Developer agrees to comply with all applicable environmental laws.

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

(I) a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).

(J) a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(K) a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.

(L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Section 3.01(B) and Exhibit E.

(N) a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.

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

(Q) a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.

(S) a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Clerk of Court. See Section 5.07.

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

(U) a provision addressing the conditions and procedures by which the agreement may be assigned. See Section 1.09, Section 3.05 and Section 5.12.

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

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

www.mcnair.net
J. Michael Ey
mey@mcnair.net

Mailing Address:
POST OFFICE BOX 11390
COLUMBIA, SOUTH CAROLINA 29211
TELEPHONE (803) 799-9800
FACSIMILE (803) 753-3219

April 17, 2007

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

RE: Executed and Recorded Development Agreement - PDD-20 Tracts

Dear Steve:

Enclosed for your records is a copy of the executed and recorded development agreement for the PDD-20 Tracts. County Council approved this development agreement by passage of Ordinance No. 814. Please note that the date of the development agreement is April 12, 2007 and it was recorded on April 13, 2007 in the Lancaster County Register of Deeds Office, Mortgage Book 1701, Pages 34-61.

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

Sincerely,

MCNAIR LAW FIRM, P.A.



J. Michael Ey
Shareholder

JME:ceb
Enclosure

cc: Irene Plyler
Chris Karres
Elaine Boone
Veronica Thompson
William Randall Sims

Columbia-#886403-v1

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

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

www.mcnair.net
J. Michael Ey
mey@mcnair.net

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April 17, 2007

Steve Willis
County Administrator
Lancaster County
Post Office Box 1809
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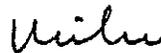
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Sincerely,

MCNAIR LAW FIRM, P.A.



J. Michael Ey
Shareholder

JME:ceb
Enclosure

cc: Irene Plyler
Chris Karres
Elaine Boone
Veronica Thompson
William Randall Sims

Columbia-#886403-v1

*give copy to
B/Z
6/11/07
JEB*

SD-014-007 – The Arbors – Subdivision application of Dean and Glen Withers for a 21 single-family residential subdivision. The residential density for this development is 1.50 dwelling units per acre and the properties are zoned R-15P, Moderate Density Residential/Agricultural Panhandle District.

{Public Hearing} pgs. 166-195

Tax Map 5, Parcels 20, 21, 21.01, and 21.02

Penelope Karagounis/Elaine Boone

PLANNING STAFF REPORT

I. Facts

A. General Information

Proposal: Subdivision application of Dean and Glen Withers for a proposed subdivision (The Arbors). Keith Rains from Callahan Grading L.L.C. and Brian Iagnemma of Essex Homes is representing Dean and Glen Withers.

Property Location: The property is located along the northeastern edge of Harrisburg Road at the intersection with Elmsbrook Road in Lancaster County, South Carolina

Legal Description: Tax Map Number 5, Parcels 20, 21, 21.01, and 21.02

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

B. Site Information

Site Description: The site contains 20.594 acres which will consist of 21 Single-Family homes. The residential density for this development is 1.50 Dwelling Units.

C. Vicinity Data

Surrounding Conditions: The site is surrounded by R-15P, Moderate Density Residential/Agricultural Panhandle District.

D. Exhibits

1. Subdivision Application
2. Tax Parcel Map
3. Tax Inquiry Sheet
4. Comments from local agencies

II. Findings

The applicant submitted the Preliminary Plan Application electronically to the following departments to review the Arbors 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, Elaine Boone

The Planning Department distributed paper copies of the Arbors 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 Development Review Committee for the Arbors subdivision was held on Tuesday, September 9, 2014. The following people attended the meeting: Penelope G. Karagounis, Lancaster County Planning Director; J. Elaine Boone, Planner II; Kenneth Cauthen, Zoning Administrator; Steve Yeargin, Building Official; David Hooper, RFATS; Daniel Hopkins, SCDOT; Vic Edwards, SCDOT/Engineer; Stephen Blackwelder, Fire Marshal; and Keith Rains, Engineer and works for Callahan Grading, L.L.C.

The comments from the agencies are attached as **Exhibit 4**.

Keith Rains agreed to a sidewalk along Harrisburg Road and he will obtain the necessary maintenance agreement with SCDOT, due to the fact Harrisburg Road is a state road. Keith also stated that they would be doing some type of landscaping berm along Harrisburg and Elmsbrook. The Planning staff would like for them to follow the design standards we have in place for the buffers along the Highway Corridor Overlay District. The design standard is:

Earthen berms may be used to comply with the landscaping, buffer yard and screening regulations of this item provided they comply with all other requirements of this district. Likewise, additional screening in the form of earthen berms (or fencing) may be required, on a case-by-case basis, by the Zoning Administrator. In general, the following shall also apply to earthen berms located within the Highway Corridor Overlay District:

1. Berms shall have a minimum height of three (3) feet and a minimum crown width of eight (8) feet;
2. Berms shall not exceed a maximum height of six (6) feet;
3. If four (4) feet in height or less, a berm shall have a side slope no greater than three to one (3:1). If greater than four (4) feet in height, a berm shall have a side-slope no greater than four to one (4:1);
4. Berms shall be designed and constructed with an undulating appearance to mimic the natural topographical features of a site; and
5. The Zoning Administrator may allow an exception to the minimum and maximum height requirements for an earthen berm where topography or other natural site features may justify such an exception.

Keith Rains will send Rob Walsh from Campco a new option for the proposed roundabout. The Planning Department will send it to David Hooper, RFATS and Vic Edwards, SCDOT to review. In the meantime, Keith Rains is aware that the layout submitted at the DRC meeting will be shifted. The Planning Staff does not want the entrance located off of Elmsbrook but rather shift the main entrance further down on Harrisburg Road. SCDOT also agrees with putting the main entrance of their subdivision on Harrisburg Road. Keith Rains will be correcting the site plan and resubmit the Preliminary Plan at the night of the Planning Commission meeting on September 16, 2014.

III. Conclusions

The applicant is requesting a variance for the connectivity index requirement. Keith Rains who is representing the applicant is aware that all comments from the Development Review Committee needs to be reflected on the new revision of the Preliminary Plan for the Arbors subdivision. At the time of press, the new revision of the Preliminary Plan for the Arbors subdivision was not submitted for Planning staff's review.

Date of 1st Reading: _____;
_____ Approved _____ Denied _____ No Action

IV. Recommendation:

It is therefore the recommendation from the Planning Department that the subdivision application for the Arbors subdivision be approved contingent to comments being addressed from the local agencies. At the time of press on September 10, 2014, the Planning Department was still waiting on revisions from the developer. The Planning Department recommends that part of the approval for the subdivision have a motion for the R-O-W preservation for a future roundabout at the intersections of Calvin Hall, Elmsbrook, and Harrisburg Roads; Sidewalk requirement with maintenance agreement with SCDOT on Harrisburg Road; the main entrance on Harrisburg Road; and if a landscaped berm is placed on the perimeter of the property to follow our regulations mentioned above in the staff report.

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

Exhibit 1
RECEIVED
8-4-14

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

Do Not Write In This Box
Application No. SD 014-007 Date Received 8-4-14 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: THE ARBORS

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: 0005-00-021.00, 0005-00-021.01, 0005-00-021.02, 0005-00-020.00

Area in Acres: 20.594

Number of Lots: 21

Number of Sections/Phases: 1

Existing Land Use District Classification: R-15 P

CONTACTS:

PROPERTY OWNER

SURVEYOR/ENGINEER

NAME DEAN & GLEN WITHERS KEITH RAWS

ADDRESS 1005 S HANNSBURG RD 3333 HARMONY RD

CITY/STATE/ZIP INDIAN LAND, SC 29707 CATAWBA, SC 29704

PHONE NUMBER NA 803-493-5393

Water Supply: Wells Central _____ Name of Provider

Water Treatment: Septic Central LCWSA 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.

CONNECTIVITY
INDEX

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.

	YES	NO
1- General Information:		
Vicinity map and aerial photograph	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Graphic scale, north arrow and date	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Total acreage of land to be subdivided	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Boundaries of tract to be subdivided with all bearings & distances indicated	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Existing and proposed use of all lots	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fifteen (15) digital copies of the preliminary plan and Six (6) hard copies (see contact list)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2- Existing Conditions:		
Zoning classification of proposed subdivision and adjacent areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deed record names of adjoining property owners	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location of streams, lakes, and land subject to 100 year flood	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location of adjoining property lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location of existing buildings on the site	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location of right-of-ways for existing roads, railroads, and utility lines on or adjacent to the site	<input checked="" type="checkbox"/>	<input 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"/>	<input type="checkbox"/>
Acreage of each drainage area affecting the proposed subdivision	<input type="checkbox"/>	<input checked="" type="checkbox"/> (DESIGN)
Topography at intervals of not more than ten (10) feet (Topography may be included on a separate map)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location of city & county boundary lines (if applicable)	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/>
Location of all central water and sewer lines within 1000 feet of the site	<input type="checkbox"/>	<input checked="" type="checkbox"/> (WILL ADD W/ CONSTRUCTION PLANS)
3- Proposed Conditions:		
Proposed road layout (road right-of-ways) and public crosswalk locations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed road names	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Road cross-sections	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Profile of proposed roads showing natural and finished grades	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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"/>	<input type="checkbox"/>
Preliminary letter of approval for septic waste disposal from DHEC	<input type="checkbox"/>	<input checked="" type="checkbox"/> (LATER)
Construction plans for water supply, storm drainage, and sanitary sewer systems (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/> (LATER)
Designation of all land to be reserved for public use	<input type="checkbox"/>	<input checked="" type="checkbox"/> (N/A)
Proposed major contour changes in areas where substantial cut and/or fill is to be done	<input type="checkbox"/>	<input checked="" type="checkbox"/> (N/A)
Number of proposed lots	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Total length of proposed roads	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Traffic Impact Analysis - Refer to SCDOT ARMS Manual	<input type="checkbox"/>	<input checked="" type="checkbox"/> (N/A)

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

(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
LAND DEVELOPMENT REGULATIONS

APPLICATION TO VARY OR APPEAL THE REQUIREMENTS
OF THE LANCASTER COUNTY LAND DEVELOPMENT REGULATIONS

Do Not Write In This Box		
Application No. <u>SD-014-007</u>	Date Received <u>8-4-14</u>	Fee Paid <input checked="" type="checkbox"/>

1- This application is for : (check one)

- A variance from the requirements of the Ordinance (fill in items # 2 & 3)
- An appeal for clarification or interpretation of the Ordinance (fill in item # 3)

2- Give either exact address or tax map reference of property for which a variance is requested:

0005-00-021.00, 0005-00-021.01, 0005-00-021.02, 0005-00-020.00

3- Describe the nature of the variance or appeal requested and list the section(s) of the Ordinance that is in question:

VARIANCE FROM CONNECTIVITY INDEX DUE TO SITE
SIZE + ADJOINING PROPERTIES BEING DEVELOPED

(attach additional information as needed)

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

APPLICANT'S NAME: (PRINT)

BRIAN MAGNUMA

ADDRESS:

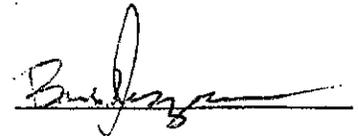
13310-A SOUTH RIDGE BLVD

CHARLOTTE, NC

28273

PHONE: 704-776-1079

I hereby certify that the above information is correct and true to the best of my knowledge.



SIGNATURE

Connectivity Index Exhibit 1

0 - Lines 44
 R - Lines 5
 1/5 = 0.20

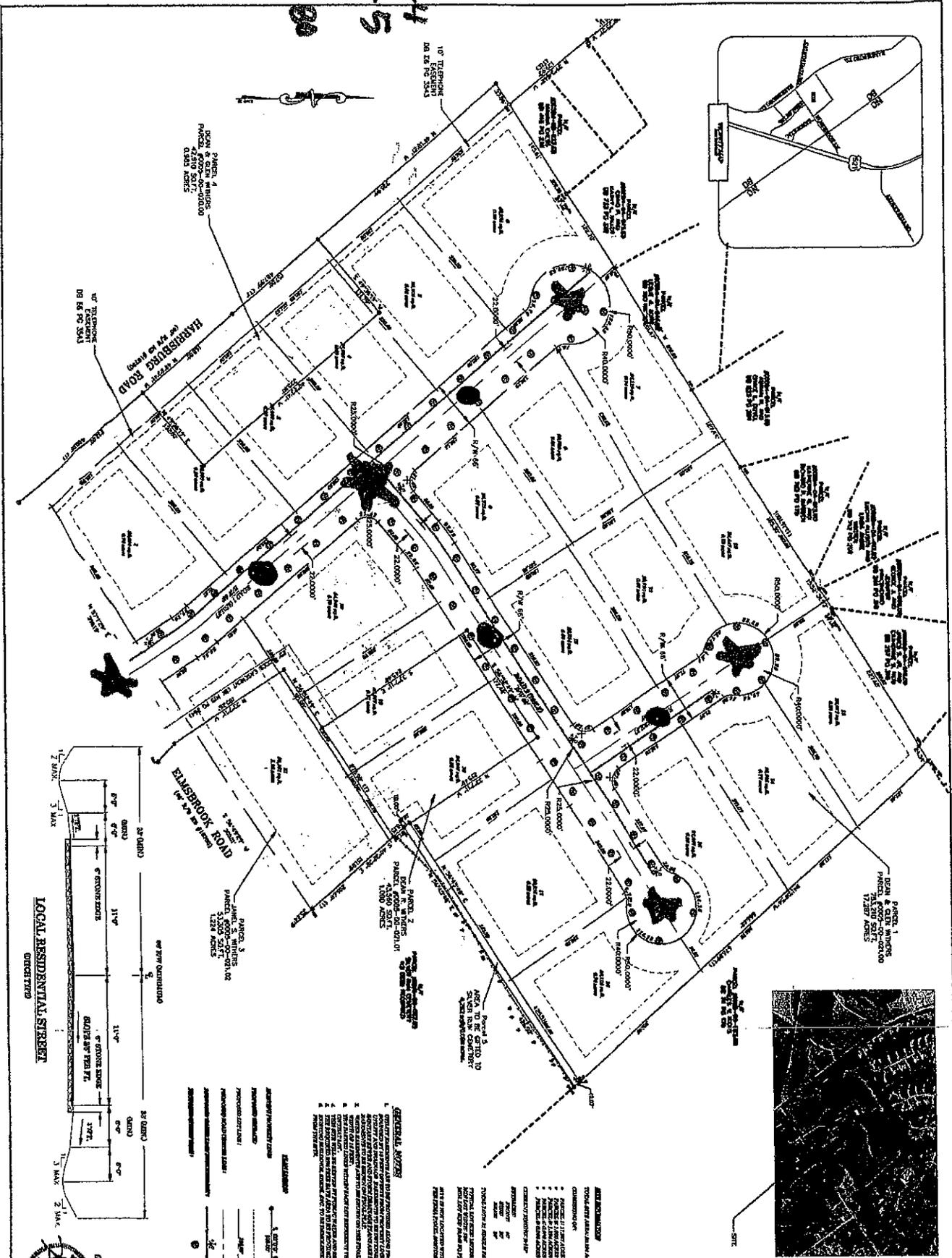
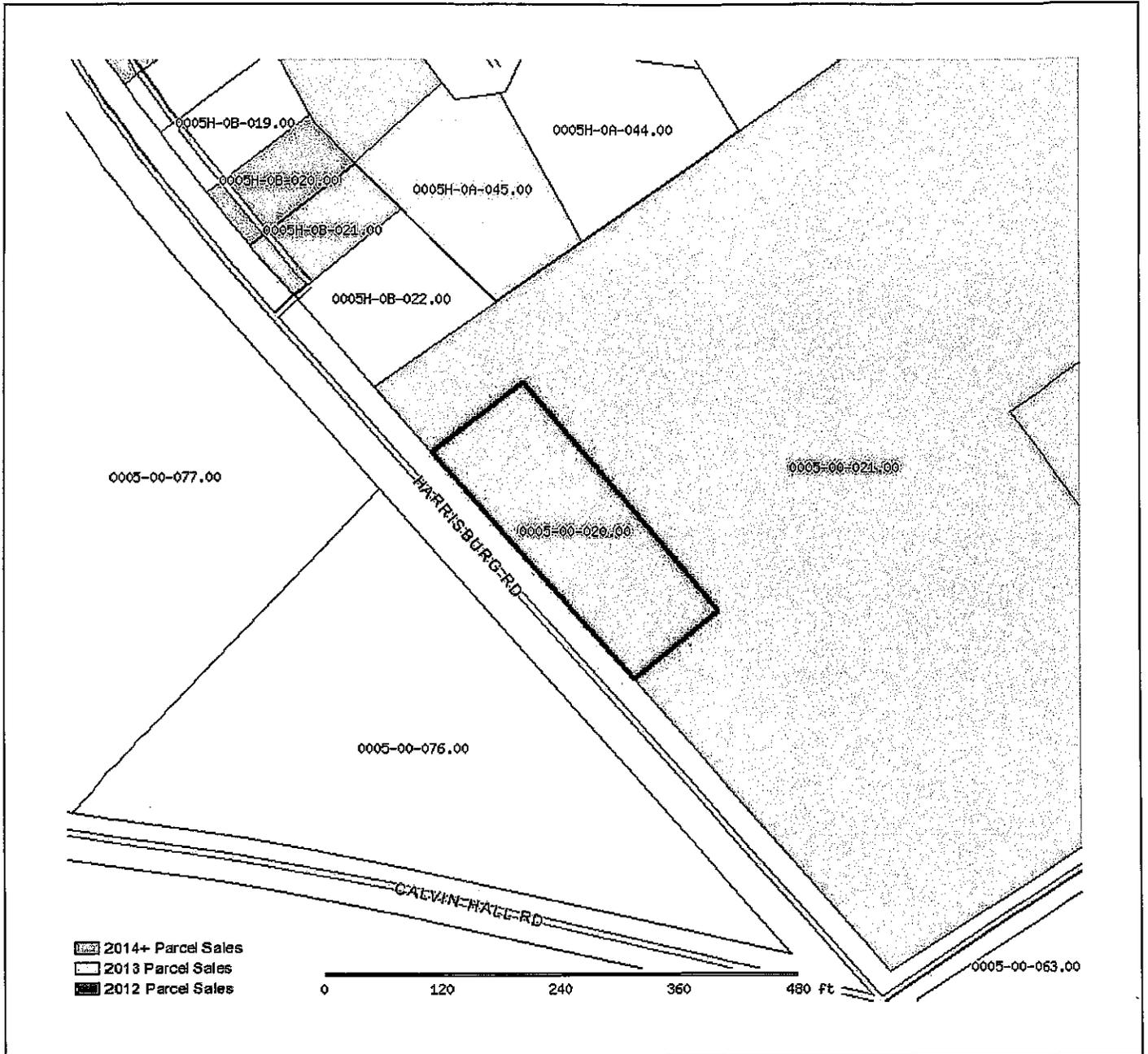
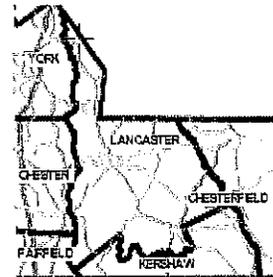


Exhibit 2

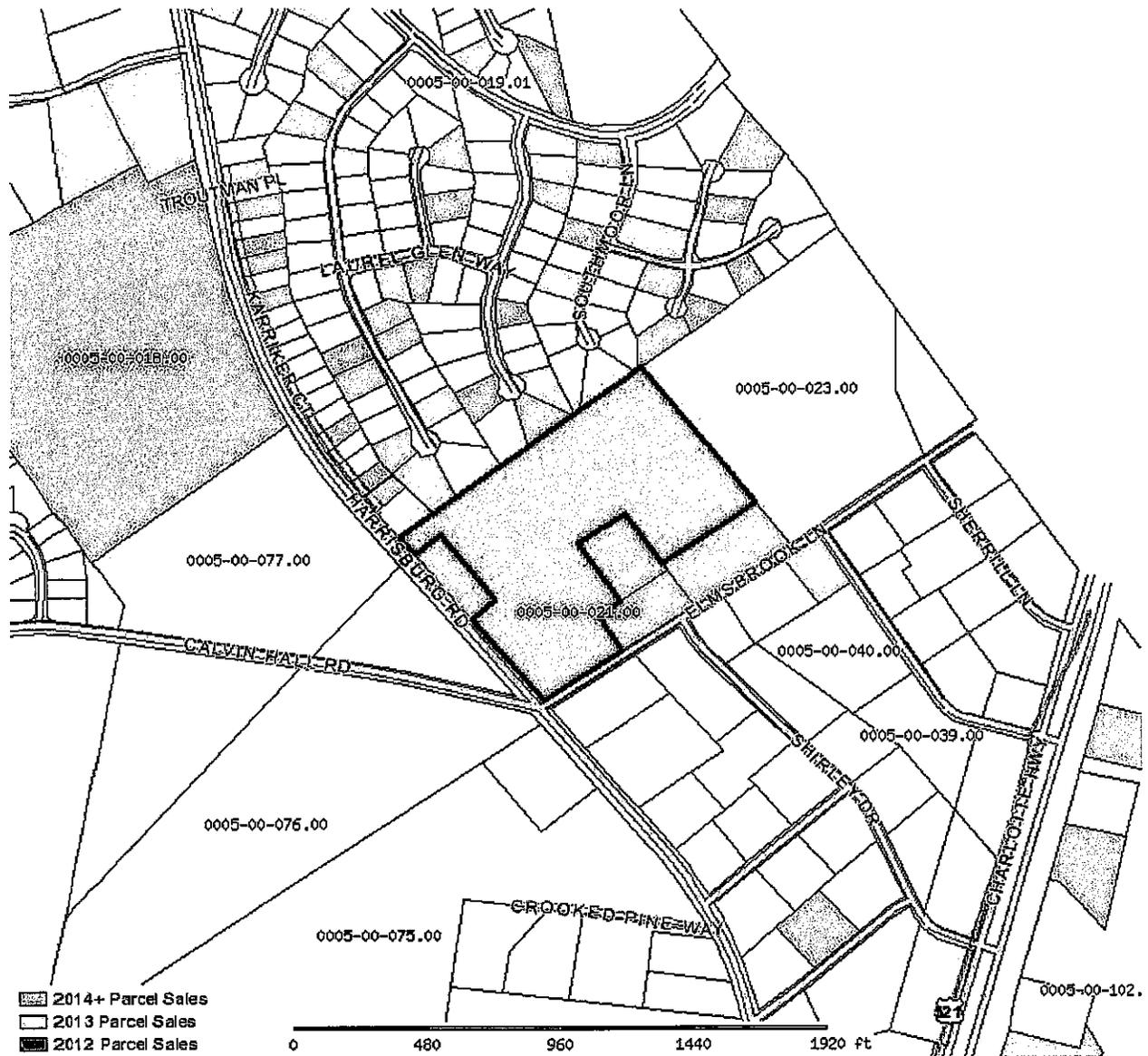


Lancaster County Assessor			
Parcel: 0005-00-020.00 Acres: 1			
Name:	ESSEX HOMES SOUTHEAST INC	Land Value	\$40,000.00
Site:	10110 HARRISBURG ROAD	Improvement Val.	\$55,100.00
State:	\$\$0 on 05-2014 Vacant= Qual=1A	Accessory Value:	\$4,200.00
Mail:	120 CROMER RD LEXINGTON, SC 29072	Total Value	\$99,300.00



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

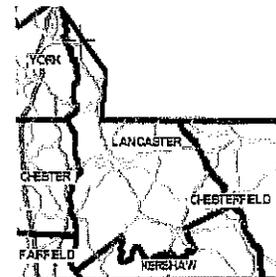
Date printed: 09/11/14 : 10:47:09



2014+ Parcel Sales
 2013 Parcel Sales
 2012 Parcel Sales

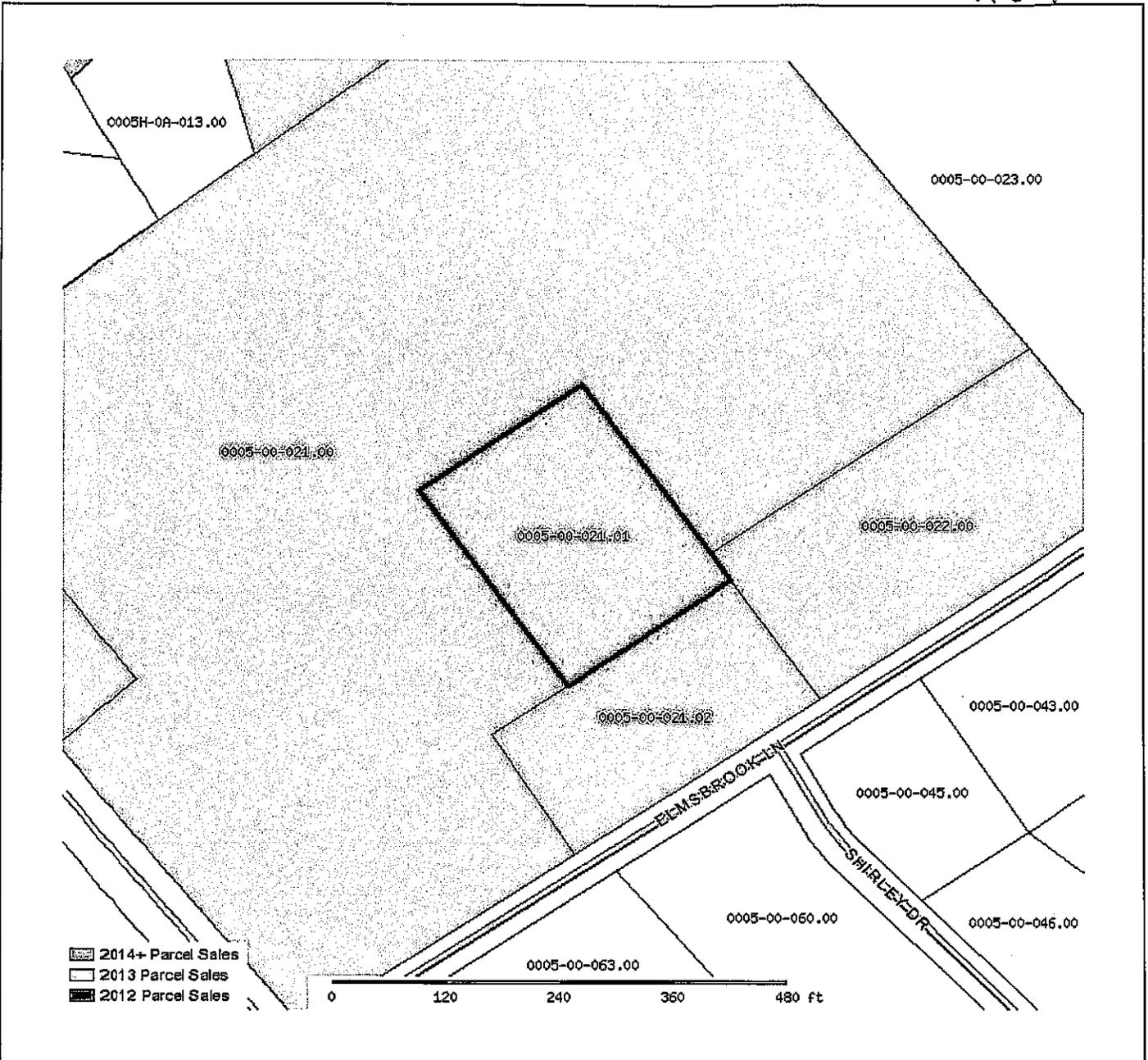
0 480 960 1440 1920 Ft

Lancaster County Assessor			
Parcel: 0005-00-021.00 Acres: 15.17			
Name:	ESSEX HOMES SOUTHEAST INC	Land Value	\$519,748.00
Site:	OLD LANCASTER HWY	Improvement Val	\$12,700.00
Sale:	\$0 on 05-2014 Vacant= Qual=1A	Accessory Value	\$6,500.00
Mail:	120 CROMER RD LEXINGTON, SC 29072	Total Value	\$538,948.00

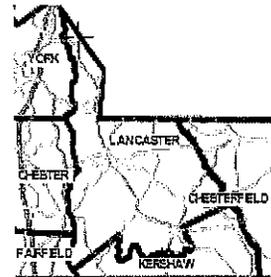


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Date printed: 09/11/14 : 10:56:05

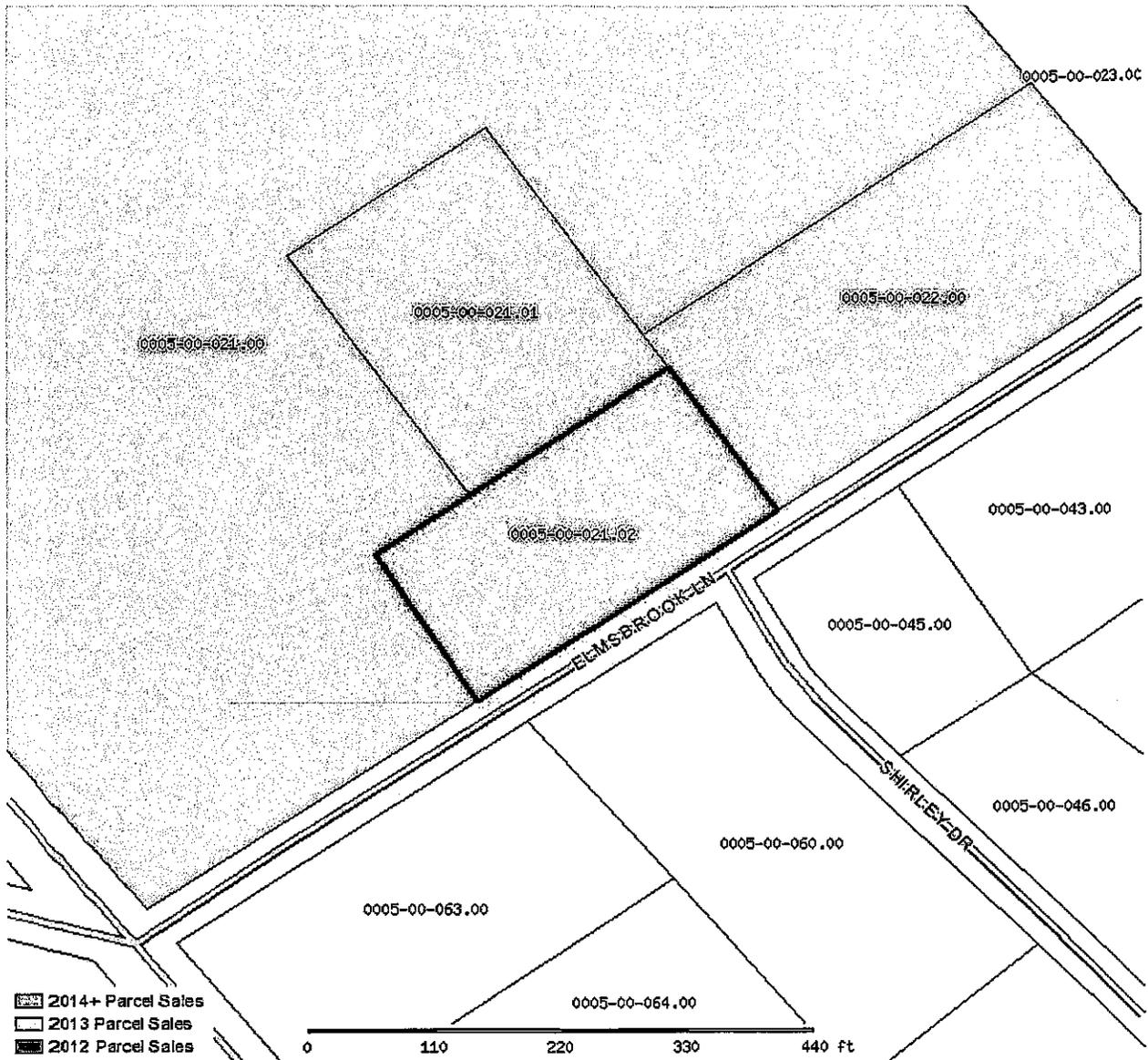


Lancaster County Assessor			
Parcel: 0005-00-021.01 Acres: 1			
Name:	ESSEX HOMES SOUTHEAST INC	Land Value	\$40,000.00
Site:	ELMSBROOK LN	Improvement Valt	\$0.00
Sale:	\$0 on 05-2014 Vacant= Qual=1A	Accessory Value	\$1,500.00
Mail:	120 CROMER RD LEXINGTON, SC 29072	Total Value	\$41,500.00



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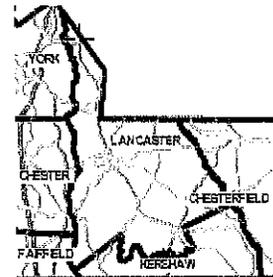
Date printed: 09/11/14 : 10:48:44



2014+ Parcel Sales
 2013 Parcel Sales
 2012 Parcel Sales

0 110 220 330 440 ft

Lancaster County Assessor			
Parcel: 0005-00-021.02 Acres: 1.22			
Name:	ESSEX HOMES SOUTHEAST INC	Land Value	\$45,300.00
Site:	ELMSBROOK LN	Improvement Val	\$0.00
Sale:	\$\$0 on 05-2014 Vacant= Qual=1A	Accessory Value	\$1,500.00
Mall:	120 CROMER RD	Total Value	\$46,800.00
	LEXINGTON, SC 29072		



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Date printed: 09/11/14 : 10:49:28

Indexed By _____ Parcel ID _____ Card # _____

Add Mod Del Save Cancel

Act

M Parcel ID: 0005-00-021-00
 Account: 392
 Sticker # _____
 Location: OLD LANCASTER HWY Lancaster
 Land Use: QUSE QualAg
 Owner: # ESSEX HOMES SOUTHEAST INC
 Neigh: 01-01
 Own Type: Own

Card: 2/2
 District: 01 - County
 Ent Parcel Area: 15.174 AC

Market Adj Value	Current	Year	2013	Legal Description
Calc Land Area	15.174			
Full Market Value	538,948			
Full Land Value	519,748			
Building Value	12,700			
Yard Items	6,500			
Land Value	33,729			
Total Value	52,929			
Assessed Value	462			
Capped Total	538,948			

Sales Information
 Grantor: _____
 Sale Price: _____
 Sale Date: _____
 Legal Ref: _____

Validity: Sold/Vacant

Reval/Market Districts: 538,948
 Narrative Description: This parcel contains 15.174 AC of land mainly classified as QualAg with a Mobile Home Building built about 1986 having primarily Coig Metal Exterior and 784 Square Feet with 0 Unit, 2 Baths, 0 3/4 Bath, 0 Half Bath, 0 Rooms, and 0 Bdrm.

Office Notes: _____ Notes

Open 8/26/2014 3:02 PM 392 QuickList

3:02 PM 8/26/2014

Exhibit 3

Parcel ID: 0005-00-021-000 Card # 102 Location: 010 LANCASTER HWY LANCASTER Cost: \$52,929

Current Owner **Prior Owner** **ID/Factors/Taxes**

Current Ownership

#	Title	Last Name	First Name	Residence	% Own	Type
#1		ESSEX HOMES SOUTHEAST INC				
#2						
#3						

Street #1: 120 CROMER RD Home Phone: Cell Phone: Work Phone: Email: Separate Bill:

Street #2: List Account Type: Legal Reference: 799-170 Valid Owner:

City/Town: LEXINGTON Province/State: SC Postal: 29072 Country: MM/DD. Private Info:

Owner Occupied: Sale Date: 5/30/2014 Owner Lookup Number: 76791

Sales Exemptions More Owners Other Parties 392 QuickList

Open 8/26/2014 2:58 PM

Exhibit 3

M Parcel ID: 0005-00-021-01
 Account: 72763
 Sticker #:
 Location: ELMSBROOK LN Indian Land
 Land Use: NMH - NonQMH
 Owner #1: ESSEX HOMES SOUTHEASTING
 Card 1/A
 District: 01 County
 Ent. Parcel Area: 1 AC
 Neigh: 01 01
 Own Type

Market Adj. Value	Current	Year	Legal Description
Calc Land Area	1.000	2013	
Full Market Value	411,500	40,000	
Building Value	1,500		
Yard Items	40,000		
Land Value	411,500		
Total Value	2,490		
Assessed Value	411,500		
Capped Total			

Sales Information
 Grantor: ESSEX HOMES SOUTHEASTING
 Sale Price: 0
 Sale Date: 5/30/2014
 Legal Ref: 799-170
 Reval/Market Districts: 01
 Narrative Description

Office Notes

No Picture Available
 No Sketch Available

2:59 PM 8/26/2014

Exhibit 3

Parcel ID: 000500021011 Location: ELMSBROOK LN Inlandland Cost: \$471500

Current Ownership **Prior Owner** **ID/Factors/Taxes**

Title #1 ESSEX HOMES SOUTHEAST INC #2 #3		Last Name 		Res Ex % Own 		Type 	
Street #1 120 CROMER RD		Home Phone 		First Name 		Separate Bill <input type="checkbox"/>	
Street #2 		Cell Phone 		Valid Owner <input type="checkbox"/>		Private Info <input type="checkbox"/>	
City/Town LEXINGTON		Work Phone 		Owner Lookup Number 76791			
Province/State SC		Email 					
Postal 29072		Account Type 					
Country 		Legal Reference 799-170					
D.O.B. MM/DD		Sale Date 5/30/2014					
Owner Occupied <input type="checkbox"/>							

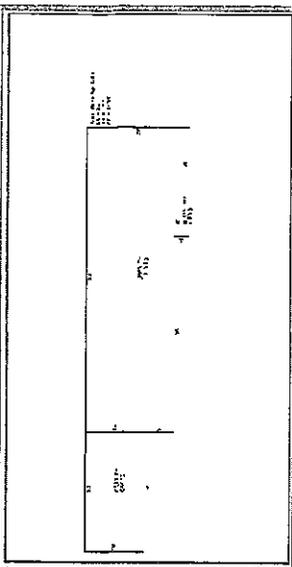
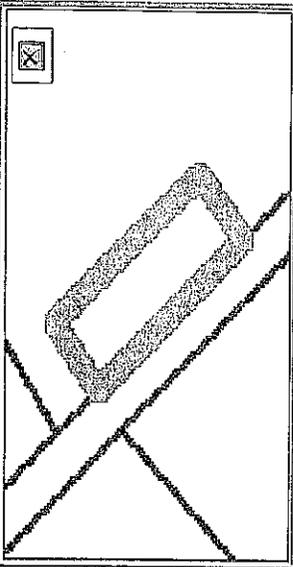
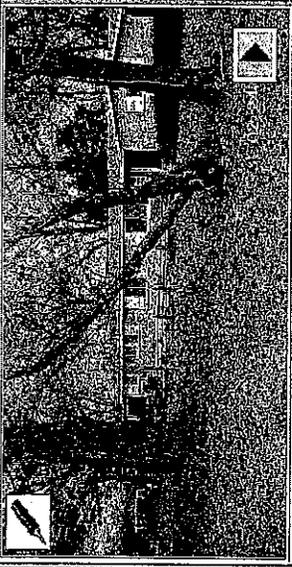
Sales Exemptions More Owners Other Parties QuickList
 Open 8/26/2014 2:59 PM 72763

Exhibit 3

Indexed By Parcel ID Card #

Add Mod Del Save Cancel

391 QuickList



Parcel ID: 000500120100
 Account: 391
 Sticker #
 Location: 10110 HARRISBURG ROAD/Indian Land
 Land Use: NRN - NQRes
 Owner: #1 ESSEX HOMES SOUTHEAST INC
 Card: 173
 District: 01 - County
 Ent. Parcel/Area: 1 - AG
 Neigh: 01 - 01
 Own Type

Market Adj Value	Current	Year	2013	Legal Description
Calc. Land Area	1,000		1,000	
Full Market Value	99,300		99,300	
Building Value	55,100		55,100	
Yard Items	4,200		4,200	
Land Value	40,000		40,000	
Total Value	99,300		99,300	
Assessed Value	5,958		5,958	
Capped Total	99,300		99,300	

Reval./Market Districts: 01

Sales Information
 Grantor: ESSEX HOMES SOUTHEAST INC
 Sale Price: 0
 Sale Date: 5/30/2014
 Legal Ref: 799-170
 Validity: 1A
 Sold Vacant: No

Narrative Description
 This parcel contains 1 AC of land mainly classified as NQRes with a Sing Fam Dw Building built about 1958 having primarily Wood Siding Exterior and 1756 Square Feet with 0 Unit 1 Bath 0 3/4 Bath 0 Half Bath 0 Rooms and 0 Bdrm.

Office Notes: Notes

Exhibit 3

Indexed By Parcel ID Card #

Add Mod Del Save Cancel

Parcel ID: 000500020000 Paid Total: Location: 10110 HARRISBURG ROAD Indian Land Cost: \$99,300

Current Owner: **Prior Owner** ID/Factors/Taxes

Current Ownership

#	Title	Last Name	First Name	Res ex	% Own	Type
#1		ESSEX HOMES SOUTHEAST INC		F		
#2				F		
#3				F		

Street #1: 120 CROMER RD Home Phone:

Street #2: Cell Phone:

City/Town: LEXINGTON Work Phone:

Province/State: SC Postal: 29072 Email:

Country:

Account Type:

ID: B MM/DD Legal Reference: 799-170

Owner Occupied: Sale Date: 5/30/2014 Owner Lookup Number: 76791

Separate Bill: Valid Owner: Private Info:

Sales Exemptions More Owners Other Parties QuickList

Open 8/26/2014 3:04 PM 391

Parcel ID: 0005-00-021-02 Card # of 1 Location: ELMSBROOK LN Indian Land Cost: \$46,800

Current Owner Prior Owner **ID/Factors/Taxes**

Current Ownership

#	Title	Last Name	First Name	Reserv	2 Own	Type
#1		ESSEX HOMES SOUTHEAST INC				
#2						
#3						

Street #1: 120 CROMER RD Fill
 Street #2: List
 City/Town: LEXINGTON Verify
 Province/State: SC Postal: 29072 Verify
 Country: Account Type: Separate Bill:
 D.O.B: MM/DD: Legal Reference: 799-170 Valid Owner:
 Owner Occupied: Sale Date: 5/30/2014 Owner Lookup Number: 76791 Private Info:

Add Mod Del Save Cancel

Indexed By Parcel ID Card #

Parcel ID: 0005-00-021-02 Card # 01 Location: EUMSBROOK LN Indian Land Cost: \$46,800

Current Ownership		Prior Owner		ID/Factors/Taxes	
#	Title	Last Name	First Name	Resex	Type
#1	ESSEX HOMES SOUTHEAST INC				
#2					
#3					

Street #1:	120 CROMER RD	Home Phone:	
Street #2:		Cell Phone:	
City/Town:	LEXINGTON	Work Phone:	
Province/State:	SC	Postal:	29072
Country:		Email:	
DOB:	MM/DD	Account Type:	
Owner Occupied:		Legal Reference:	798-170
		Sale Date:	5/30/2014
		Owner Lookup Number:	76791
		Separate Bill:	<input type="checkbox"/>
		Valid Owner:	<input type="checkbox"/>
		Private Info:	<input type="checkbox"/>

Open 8/26/2014 3:05 PM Exemptions More Owners Other Parties 72764 QuickList

Exhibit 3

Penelope Karagounis

Exhibit 4

From: Stephen Blackwelder
Sent: Tuesday, September 09, 2014 10:23 AM
To: Penelope Karagounis; JUDY E BOONE
Cc: Krains@callahangrading.com
Subject: DRC-The Arbors

The Hydrants at the cul-de-sacs are not necessary to meet the rule of hydrants within 500 feet of all buildings. The community is not gated. Building permits will not be granted prior to water supply and hydrant in place and roadway access with binder course of asphalt completed prior to building permits. Thanks for the opportunity to comment on this project.

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

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From: STEPHEN C YEARGIN
Sent: Tuesday, September 09, 2014 2:07 PM
To: Penelope Karagounis
Subject: The Arbors Comments

Penelope:

The Building department will not issue permits for homes within this subdivision without documentation from DHEC stating that the engineered septic system on Lot (fill in the blank) _____ is acceptable to DHEC. DHEC would issue a Septic permit which we would need a copy of at time of permit issuance. Then at power inspection, we would need a completed approved septic permit where the system was inspected and approved by DHEC.

Builder will be required to maintain an access to construction suitable for emergency vehicles.

Steve

Steve Yeargin, CBO
Building Official Lancaster County
101 N. Main St.
PO Box 1809
Lancaster, SC 29721
Phone 803-416-9320 desk
803-285-1969 office
Email: Syeargin@Lancastercountysc.net

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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.

Penelope Karagounis

Exhibit 4

From: Edwards, Victor M <EdwardsVM@scdot.org>
Sent: Tuesday, September 09, 2014 3:02 PM
To: Penelope Karagounis
Cc: Hopkins, Daniel M.
Subject: meeting this morning.

Penelope,

Per your request, here are our comments.

The SCDOT is not opposed to other concepts for a RaB that do not impact this property as adversely.

Any other concept should be vetted via Campco engineering as they produced the first concept.

The drive on Elmsbrook would most likely work better on Harrisburg drive.

SCDOT is not opposed to sidewalks, a maintenance agreement will be necessary in order for them to be on SCDOT R/W.

Victor Edwards, PE

SCDOT, DISTRICT 4
Asst. District Traffic Engineer
Office 803-377-4155
Office 803-802-0537

Daniel Hopkins from
SCDOT gave me this section from
School's TZ
(9.9.14)
on
Harrisburg
Rd

In order to mitigate the traffic increases generated by the proposed elementary school, Lancaster County School District should provide the following improvements in accordance with the SCDOT Access and Roadside Management Standards (ARMS) manual:

- Construct a 200' northbound left turn lane on Harrisburg Road at the proposed bus driveway;
- Construct a 200' northbound left turn lane on Harrisburg Road at the proposed student drop off driveway;
- Construct a 150' southbound right turn lane on Harrisburg Road at the proposed bus driveway;
- Construct a 150' southbound right turn lane on Harrisburg Road at the proposed student drop off driveway; and,
- When warranted, install a new traffic signal at the Harrisburg Road/Calvin Hall Road intersection.

XI. MITIGATION COST ESTIMATES

Following are cost estimates for the mitigation improvements by Lancaster County School District:

<u>ELEMENT</u>	<u>ESTIMATED COST</u>
Widen Harrisburg Road for Turn lanes at School Drives	\$900,000
Harrisburg/Calvin Hall Traffic Signal	\$100,000

XII. HARRISBURG/CALVIN HALL INTERSECTION NEEDS

During the course of this traffic study, existing geometric deficiencies were identified at the Harrisburg/Calvin Hall intersection. Specifically, there is a deflection angle in the alignment of Calvin Hall Road at its intersection with Harrisburg Road. Under the current four-way stop control the alignment deflection has minimal impact on safety and operation, as all vehicles on Calvin Hall Road are required to stop at Harrisburg Road. However, if the intersection is signalized, a green light for Calvin Hall Road will allow traffic to pass through the intersection at higher speeds. In the signalized scenario, the deflection angle may become an unsafe condition and could need correction through reconstruction.

The Arbors Subdivision
Folder⁶ = Source

Upon notification of this condition, Lancaster County School District authorized and funded conceptual design studies to improve the intersection. Campco Engineering, Inc. prepared two alternative improvement concepts, illustrated in Figures 7 and 8. Figure 7 presents a realignment of Calvin Hall Road to eliminate the deflection angle and install a traffic signal. Figure 8 presents an alternative roundabout intersection concept plan that may be considered to improve safety, reduce construction costs and reduce right-of-way impacts.

XIII. INTERSECTION IMPROVEMENT COSTS

When signal warrants are met, additional funds will need to be procured from other public sources to improve the existing geometric deficiencies at the Harrisburg Road/Calvin Hall Road intersection. The \$100,000 signal upgrade funding from Lancaster County School District should be pooled with other funding sources to implement the necessary intersection construction. This proposed project should be coordinated with the Rock Hill – Fort Mill Area Transportation Study (RFATS) MPO to coordinate project funding. Cost estimates for the conceptual intersection alternatives are provided below:

<u>OPTION</u>	<u>ESTIMATED COST</u>
Calvin Hall realignment and signalization	\$2,000,000
Roundabout Construction	\$1,200,000



PROPOSED ROUNDABOUT AND ROAD LAYOUT
NEW LANCASTER ELEMENTARY SCHOOL
LANCASTER COUNTY SCHOOL DISTRICT
LANCASTER, SC



DeBacco Engineering, Inc.
Professional Engineering Firm
1000 North Main Street, Suite 100
Lancaster, SC 29303
(803) 781-1111
www.debaeco.com

NEW LANCASTER ELEMENTARY SCHOOL LANCASTER COUNTY SCHOOL DISTRICT LANCASTER, SC

DATE: 08/14/2013	SCALE: AS SHOWN
PROJECT: NEW LANCASTER ELEMENTARY SCHOOL	DRAWN BY: J. WILSON
CHECKED BY: J. WILSON	DATE: 08/14/2013
DESIGNED BY: J. WILSON	DATE: 08/14/2013
APPROVED BY: J. WILSON	DATE: 08/14/2013

ROUNDABOUT
SCHEMATIC
PLAN

CONCEPT
PLAN

DATE: 08/14/2013
SCALE: AS SHOWN

FIGURE 8



Campbell Engineering, Inc.
 1000 Highway 101, Suite 100
 Lancaster, SC 29303
 Telephone: 803.781.1111
 Fax: 803.781.1112
 www.campbell-engineering.com

NEW LANCASTER
 ELEMENTARY SCHOOL
 LANCASTER COUNTY SCHOOL DISTRICT
 LANCASTER, SC

INTERSECTION
 SCHEMATIC
 PLAN

CONCEPT
 PLAN

FIGURE 7

From: JUDY E BOONE
Sent: Wednesday, September 10, 2014 1:46 PM
To: 'Keith Rains'
Cc: Penelope Karagounis
Subject: The Arbors - DRC Meeting

Importance: High

Keith,

The following were present at the 9:00 a.m. DRC – Development Review Meeting in the Council Chambers:

Penelope Karagounis – Lancaster County Planning Director
Kenneth Cauthen-Lancaster County Zoning Administrator
Steve Yeargin-Lancaster County Building Official
J. Elaine Boone – Lancaster County Planner II
David Hooper- RFATS
Daniel Hopkins-SCDOT
Vic Edwards – SCDOT – Engineer
Stephen Blackwelder- Lancaster County Fire Marshal
Keith Rains – ~~DKR Development~~ / Callahan Grading

KR- Public water would be provided with septic system(engineered)
KR- stated that Rob Walsh with Campco Engineering said could either be a 4-way signalized light or a roundabout (roundabout would be the less expensive
KR- Also stated that losing a lot would be a deal killer.
PK –Stated that this proposed location was listed on the unfunded project list.
KR- Stated that maybe it could be proposed at another location.
PK- The County's perspective is that it would effect all four corners.
PK- Also, stated that there could be a cut on Harrisburg road closing the one located on Elmsbrook Lane.
VE- Stated Being able to work with Lancaster and RFATS, other options can be pursued. Don't push more on any one landowner.
KR- Look at making connection on Harrisburg Road, and having the plan updated and presented at the Lancaster County Planning Commission meeting on September 16, 2014.
SB- See e-mail forwarded on September 09, 2014.
SY- Need copy of DHEC permits prior to issuing any permits.
KC- Streetyard streets on Elmsbrook and Harrisburg Roads, minimum 2.5 caliper stated that we have no good standard for berms, but we do have something in the HCOD standards for berms.
EB- What about sidewalks? We would prefer to have sidewalks on Harrisburg Road, instead of interior streets.
PK – We would definitely want sidewalks on Harrisburg Road and with a maintenance agreement.
EB- Tree Saves, I asked about leaving the trees located at the rear of the property that borders between Bridge Hampton., Refer to Chapter 13, 13.7.11.7
KR- Stated that they would basically grading and saving the larger trees in the lots selectively grading.
PK – No Heelsplitter issues, KR – No.
EB/PK- Kiosk location to be determined by the US Postal Service.
EB-Will require a variance on the connectivity index less than 1.0.

UNFUNDED TRANSPORTATION NEEDS: INTERSECTION IMPROVEMENTS		
Ref	Project description	Project Obligation (millions)
20	India Hook / Celanese Road (Additional Storage Capacity; Turn Lanes)	
21	Cherry Road - Construct southbound left turn lane on Dorchester Road	
22	N. Oakland / India Hook / Alexander (Signal / Pavement Marking Improvements)	
23	Tom Hall Street / Doby's Bridge Road (Congested Intersection; Consider Realignment of Joe Louis Street)	
24	Old Nation Road & North White Street (Visibility Concerns with left turn movement from Old Nation Road onto N. White St)	
25	Anderson Road / I-77 Interchange (Adjustment to interchange ramp to lessen backups)	
26	Airport Road / Museum Road Intersection (Reroute 200 ft of road to make right angle approach)	
27	Carowinds Blvd (I-77 Interchange from SC 51 to Lakemont Business Park) - Reconfiguration; Consider DD or ISPUI	
28	Carowinds Blvd / Pleasant Road - Consider lengthening left turn lane while retaining median for access mgmt purposes	
29	SC 160 / I-77 Interchange - Reconfiguration; possibly relocate southbound exit ramp	
30	Cavlin Hall / Harrisburg Road (Traffic Impact of Elementary School) - Realignment; signalization; Traffic Circle; B/P Improvements	
31	Sandra Lane / Hwy 521 Intersection (Gateway Entry Point; changing development pattern)	
32	US 521 / Marvin Road / Blackhorse Run Road - Consider realignment; additional approach turn lanes	
33	US 521 / River Road - Consider addition of right turn lane onto to US 521	
34	US 521 / Jim Wilson Road - Consider addition of turn lanes and/or widening of JWR; addition of median between SC & JWR	

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BIKE & PEDESTALIAN NEEDS / PLANNING

Ref. Project description

- | | |
|----|---|
| 1 | Hwy 521 / Marvin Road, Collins Road, Shelley Mullins, River Road, DB, SC 160 - sidewalks needed near the intersection |
| 2 | SC 160 / Barberville Road and Harrisburg Road - Sidewalks and Bike Lanes |
| 3 | Heckle Blvd (Herlong Ave / Wade Hampton Blvd) -- Extension of Area Sidewalk Improvements |
| 4 | A.O. Jones (Starlight Drive / Springfield Parkway -- Sidewalk Construction |
| 5 | Highway 321(Barrett Road / Flat Stone Dr) -- Sidewalk Construction |
| 6 | Pleasant Road (Hwy 160 / Gold Hill Road) -- Sidewalk Construction |
| 7 | Rawlinson Road -- Extension of Multi-Use Trail |
| 8 | Hwy 49 / Liberty Hill Road (Daimler Blvd / Nanny's Mountain) -- Construction of bike lane or asphalt multi-use trail |
| 9 | SC 160 / Munn Road to Market Street - Recommend Connection of Fort Mill Trails W / Baxter Trails & SC 160 Sidewalks |
| 10 | Dobys Bridge Road / Tom Hall Street (SC 160) to FMSB - Recommended Connection of Neighborhoods & Parks |

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- is desirable that the drainage be maintained by an open channel with landscaped banks and adequate width for maximum potential volume of flow.
- b. Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road right-of-ways, perpetual unobstructed easements at least (12) feet in width for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.
 - c. When a proposed drainage system will increase the maximum flow of water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat.
 - d. Low-lying lands along watercourses subject to flooding or overflowing during storm periods, included in areas for dedication, shall be preserved and retained in their natural state as drainage ways except where improvements such as grassing, walkway, and playground areas are specifically approved by the planning commission.

(Ord. No. 328, 4-12-99)

Section 13.7.11.7 Retaining natural vegetation.

Add

As a means to help protect the health, safety and general welfare of the residents of Lancaster County, a minimum of 20 percent of all trees on a parcel of land to be subdivided into a major subdivision with a density of 1.5 dwelling units per acre shall be retained. Retaining these trees will help reduce amount and rate of runoff, preserve water quality in the streams, creeks, lakes and river within the county, and help preserve the natural beauty of the area. The areas within these subdivisions where these trees are to be preserved are to be shown on any preliminary or final plat as "tree preservation areas". Tree preservation areas shall mean the trees located within these areas are not to be removed or damaged during any phase of development. If needed, some trees located within these areas could be removed to place a home on the parcel. However, tree preservation areas should be placed in a portion of a lot where it is not likely that they will need to be removed. A tree survey will be required for these subdivisions to show that this requirement has been met. It is recommended that "tree preservation areas" be located in the rear of lots or other similar locations where the likelihood that these trees will be removed by the property owner at some future date will be reduced.

(Ord. No. 753, 5-22-06)

Section 13.7.12 Water facilities.

Section 13.7.12.1 General requirements.

- a. Where a public water main is within 1,000 of a subdivision boundary, the subdivider shall connect thereto and install adequate central water facilities. Where the accessible public main is six inches or greater in diameter, distribution lines shall be at least six inches except along permanent cul-de-sacs or circles less than 1,000 feet in length where as little as two-inch lines may be permissible if approved by the appropriate utility entity.
- b. Water distribution systems shall be approved by the utility entity and DHEC Environmental Quality Control.
- c.

UDO-TA-014-014 – Text Amendment application of Steve Willis, County Administrator/Lancaster County for a proposed text amendment of Section 13.8.3 (q), Approval of final plat subject to the infrastructure being installed by the developer. {Public Hearing} pgs. 196-199

Alex Moore

PLANNING STAFF REPORT: TA-014-014, Proposed Text Amendment of Sec. 13.8.3(q)

I. Facts

This is the application of Steve Willis/Lancaster County for a proposed text amendment of Section 13.8.3(q), Approval of final plat subject to the infrastructure being installed by developer.

II. Exhibits

1. Application
2. Memo from Steve Willis, Lancaster County Administrator
3. Proposed revised text as advertised

III. Findings

This is a proposed text amendment of Lancaster County UDO Section 13.8.3(q). This amendment would remove and replace existing text in order to require all infrastructure installed by the developer be tested, accepted, and approved by the respective utility provider before final plat approval.

The specific language of the proposed text amendment is below:

“Approval of the final plat shall be subject to the infrastructure being installed by the developer and subsequently tested, accepted, and approved by the utility provider or conversely the respective utility provider shall supply documentation that arrangements have been made with the developer to guarantee the installation of the utility service. This required documentation shall be provided by the utility provider, not the developer, and shall state that the utility infrastructure is guaranteed to be installed.”

As noted in the memo from Steve Willis (Exhibit 2), the impetus behind this proposed text amendment is that Lancaster County does not provide utility services. Rather, in almost all instances, the utility provider is the Lancaster County Water and Sewer District. Because Lancaster County is not a provider of water and sewer services, we do not have personnel on staff to evaluate the installation of these utilities.

IV. Recommendation

Based on the above findings, Planning Staff recommends that this proposed text amendment be approved.

LANCASTER COUNTY
SOUTH CAROLINA

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

Do Not Write In This Box		
UDO-TA-014-014		
Application No. _____	Date Received <u>8-19-14</u>	Fee Paid <u>—</u>

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

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

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

8. If this involves a change in the Ordinance text, what section or sections will be affected? UDO
Section 13.8.3(a)

9. Explanation of and reasons for proposed change: Amendment to replace language to state that all infrastructure being installed by the developer is tested, accepted, & approved by the utility provider. Utility Infrastructure is guaranteed to be installed
(use back of form if additional space is needed)
NOTE: It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

APPLICANT'S NAME (PRINT)
Lancaster County

ADDRESS:
P.O. Box 1809
Lancaster, SC 29721

Phone: 803-416-9300

Alvin Walker
SIGNATURE

MEMORANDUM

TO: ~~Penelope G. Karagounis, Planning Director~~

FROM: Steve Willis, County Administrator *SW*

TODAY'S DATE: March 3, 2014

DUE DATE: N/A

SUBJECT: **Infrastructure Guarantees – UDO Section 13.8.3(q)**

As we wrap up the modification by ordinance of UDO §13.8.3(q), I want to provide you documentation on a matter we discussed today. Historically our guarantees have only covered roads, sidewalks, and landscaping that needs to be installed. These are areas where our Public Works staff is competent to evaluate and install if necessary.

Historically we have not handled financial guarantees on utility infrastructure such as water, sewer, or electricity. I understand as we provide none of these utility services.

Given that we do not provide utility services and/or have staff competent to evaluate their installation, I am not interested in starting to handle financial guarantees in such areas. That said, we have seen that problems related to loss of tax revenue and legal costs can arise when those utilities are not installed in a timely manner.

I recognize that a blanket policy is impossible given that different parts of the county have different utility providers and that certain areas may utilize alternative methods, such as septic versus sewer. That said, my directive to you is that we will not allow final plat approval until the utility infrastructure has been installed and accepted by the utility provider or the utility provides you documentation that they have made arrangements with the developer to guarantee the installation of the utility service. I would not presume to dictate to the utilities how they handle this; just that we have documentation from the utility provider, not the developer, that the service is guaranteed to be installed.

Please let me know if you have any questions. Thanks.

SW

cc: Veronica Thompson, Chief Financial Officer

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*ADVERTISED IN LANCASTER
NEWS ON 8-17-14 AND
IN THE GATEWAY ON
8-20-14
ASTM

PUBLIC HEARING NOTICE

The Lancaster County Planning Commission will conduct a public hearing on Tuesday, September 16th, 2014 at 6:30 PM, Room 224 of the Lancaster County Administrative Building, located at 101 N. Main Street, Lancaster County, SC, for the purpose of obtaining oral and written comments from the public concerning the following:

1. Application of Lennar Carolinas, LLC, represented by Merrick & Co., for a proposed subdivision to be located along the northern edge of Jim Wilson Road in Lancaster County, South Carolina. The property is currently zoned PDD-20/Wallace Tract (Planned Development District) The proposed Cornerstone subdivision has a total of \pm 25.6 acres and is proposed to consist of \pm 172 townhomes. This proposed subdivision is part of the previously approved PDD-20/Wallace Tract. This public hearing is for the preliminary plan for the proposed Cornerstone townhome subdivision. The proposed density is \pm 6.72 dwelling units per acre (TMS # 0013-00-115.00, 0013-00-118.00, 0013M-0A-372.00, 0013M-0A-373.00) (SD-014-006).
2. Application of Dean Withers and Glen Withers, represented by Brian Iagnemma of Essex Homes, for a proposed subdivision to be located along the northeastern edge of Harrisburg Road at the intersection with Elmsbrook Road in Lancaster County, South Carolina. The property is currently zoned R-15P (Moderate Density Residential/ Agricultural Panhandle District) The proposed subdivision has a total of \pm 20.594 acres and is proposed to consist of 21 single-family detached lots. The proposed density is \pm 1.01 dwelling units per acre (TMS # 005-00-021.00, 0005-00-021.01, 0005-00-021.02, 0005-00-020.00) (SD-014-007).
3. A proposed text amendment to Section 13.8.3(q) of the Lancaster County Unified Development Ordinance (UDO). This proposed amendment recommends that the existing text of UDO Section 13.8.3(q) be removed and replaced with the following text: "Approval of the final plat shall be subject to the infrastructure being installed by the developer and subsequently tested, accepted, and approved by the utility provider or conversely the respective utility provider shall supply documentation that arrangements have been made with the developer to guarantee the installation of the utility service. This required documentation shall be provided by the utility provider, not the developer, and shall state that the utility infrastructure is guaranteed to be installed." (TA-014-014).

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department, which is located at 101 North Main Street, Room 108 Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.