

# LANCASTER COUNTY PLANNING COMMISSION

October 21, 2014  
6:30 PM  
Lancaster Co.  
Adm. Bldg.,  
Room 224  
(803) 285-6005

<b>Type of meeting:</b>	General Business Meeting	<b>Facilitator:</b>	Planning Staff
<b>Clerk:</b>	Judy Barrineau		
<b>Please read:</b>	Agenda Packet		
<b>Please bring:</b>	Agenda Packet & UDO		
Call To Order		Chairman	
Roll Call		Chairman	
Approve Agenda		Chairman	
Citizen's Comments		Chairman	
Approval of minutes – September 11, 2014 Workshop Minutes & September 16, 2014 Regular Minutes		Chairman	
Chairman's Report		Chairman	
Director's Report		Penelope Karagounis	
<b>SD-014-007 Tabled at the September 16, 2014 Meeting</b> – Brentwood (Formerly known as The Arbors) {Public Hearing} pgs. 1-4		Penelope Karagounis & Elaine Boone	
<b>UDO-TA-014-015</b> – Amend Future Land Use Map of Lancaster County – Preserve @ Tree Tops {Public Hearing} pgs. 5-6		Alex Moore	
<b>RZ-014-025</b> – Application of David L. Nelson, V.P. of Lennar Carolinas, LLC to rezone property located at 9070 Van Wyck Road in Lancaster County, South Carolina from PDD-6 (Tree Tops), Planned Development District to R-30P, Low Density Residential/Agricultural District with CSOD, Cluster Subdivision Overlay District. The applicant proposes to construct single family homes at this location, 50% of which will be age restricted. The property is located 2 miles southwest of Highway 521 along the eastern edge of Van Wyck Road and consists of ±622.48 acres. {Public Hearing} pgs. 7-58 <b>TMS # 0022-00-007.00 &amp; 0019-00-033.00</b>		Alex Moore	
<b>DA-014-008</b> – Lennar Carolinas, LLC (The Preserve at Tree Tops) has submitted an application to enter into a development agreement with Lancaster County. The site is located at 9070 Van Wyck Road (Tax Map 19, Parcel 33 and Tax Map 22, Parcel 7). The site contains a total of 622.48 acres. The development uses proposed on the property are single-family residential. The zoning of the property is Planned Development District (PDD-6), Tree Tops. {Public Hearing} pgs. 59-90		Alex Moore	
<b>RZ-014-026</b> – Rezoning application of Kevin Varnadore to rezone ±0.5 acre from R-15, Moderate Density Residential/Agricultural District, to R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District. The applicant proposes to place a double wide manufactured home on the property. {Public Hearing} pgs. 91-109 <b>Tax Map 87A, Block B, Parcel 4</b>		Andy Rowe	
<b>Lancaster County Comprehensive Plan 2014-2024</b> {Public Hearing} pg.110		Robert Moody	
<b>New Business: Planning Commission Calendar of meeting dates for 2015</b>			

# Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

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Telephone (803) 285-6005

Fax (803) 285-6007

## Memo

**To:** Lancaster County Planning Commission Members  
**From:** Penelope G. Karagounis, Lancaster County Planning Director  
**Date:** October 6, 2014  
**Re:** Director's Report for the October 21, 2014 Planning Commission meeting

### Message:

For the month of October, we only have one Development Review Case. It is the Edgewater Pools, LLC and the proposed location is near the corner of Henry Harris Road and Marvin Road.

This evening we are having a public hearing for the Lancaster County Comprehensive Plan 2014-2024. We have been working on this project since the beginning of this year with our consultant the Catawba Council of Government. The team leader for this project was Mr. Robby Moody from the Catawba Council of Government and we appreciate his leadership on completing this project within a year. Mrs. Kara Drane, from Catawba Council of Government assisted on this project and we appreciate her hard work too.

I would like to also "Thank" the Lancaster County Planning Commission members for taking their time in attending extra meetings for the Comprehensive Plan. We could not have made this possible without you all. Your tireless efforts are greatly appreciated from the Planning staff. We would also like to commend the joint partnership with the City of Lancaster Planning Commission members in helping us plan for the new 10 year horizon of the Comprehensive Plan. We gain a lot of knowledge by having the two Planning Commission boards work together in preparing for the Comprehensive Plan. Last but not least, I would like to thank all the citizens that attended the workshop meetings and public engagement meetings for the Comprehensive Plan. It is very important for public participation to occur when writing a Comprehensive Plan and we are fortunate to have a strong citizen participation in Lancaster County.

Tonight (October 21, 2014), Andy Rowe will be the time keeper for the public comments during Citizens Comments and the Public Hearings. Just to refresh everyone's memory, if a citizen signs up to speak at the Citizen Comments they have 3 minutes to speak after

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

they state their name, address, and phone number for the record. Citizens must speak to the Planning Commission members only. For any citizen wishing to speak at the Public Hearing for any case, the citizen has 5 minutes to speak to the Planning Commission members after they state their name, address, and phone number for the record. All comments should be addressed to the Planning Commission members by facing them and not the audience. All citizens who wish to speak need to sign the sign up sheet to speak. Andy will hold up a one minute reminder sign when the speaker has one minute left to speak. Please follow the rules so we can have a very productive Planning Commission meeting.

**SD-014-007 Tabled at the September 16, 2014 Meeting –  
Brentwood (Formerly known as The Arbors)  
{Public Hearing} pgs. 1-4**

**Penelope Karagounis &  
Elaine Boone**

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## PLANNING STAFF REPORT

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### I. Facts

#### A. General Information

*Proposal:* Subdivision application of Essex Homes, Southeast Inc. for a proposed subdivision (The Brentwood Subdivision). Keith Rains from Callahan Grading L.L.C. is representing them.

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

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

#### **Additional Findings:**

On September 16, 2014, the Lancaster County Planning Commission made a motion to table the subdivision application for Brentwood Subdivision so the applicant and staff could research more about the R-O-W issue with the future proposed roundabout at the intersections of Calvin Hall Road, Elmsbrook Lane, and Harrisburg Road. On October 2, 2014, we held a Planning Commission workshop with the Commissioners and applicant. Staff mentioned that Keith Rains provided another roundabout option. It was the best option provided so far by Keith Rains, when comparing the two submittals from him. A design of the proposed roundabout is needed to determine what amount of r-o-w would be adequate. Mr. Rains only provided the Planning Commission a concept and was not able to provide an actual design.

The SCDOT, Chester Division sent the concept drawing to the Columbia, SCDOT office to review and they said that they are design issues with the proposed roundabout that Mr. Rains submitted. We still do not know how much of the corner near lot 1 would be impacted. Currently, Mr. Rains is providing a 10 foot right-of-way. From the SCDOT suggestions, we need more room to identify if we will or will not impact Lot 1. In order to identify this need an engineer that specializes in designing roundabouts. Mr. Rains has provided the best of his ability to show an option, but does not have a road design for the proposed roundabout.

~~This location is a growing area in the unincorporated area of Indian Land. It has been~~ identified with RFATS that the best solution to the intersection is to build a roundabout. It is currently on the unfunded list with RFATS. Even though we do not have the money to complete this project in the near future, we need be aware of the long term planning for this area in regards to transportation. If we do not set aside adequate amount of right-of-way today, the project to construct a roundabout could be affected in the long term.

Some of the discussions that were discussed at the Planning Commission workshop on October 2, 2014 with Mr. Rains were to go back to the drawing table and try to shift some of lots to help him not lose lot #1 and still be able to provide the right-of-way for the roundabout. There are several lots in his development that are over the minimum lot size requirement of 29,040 square feet. The minimum lot width is 130 feet. A question was raised if he could possibly ask for a variance for the lot width for Lot #1? Mr. Weaver, County attorney is reviewing that question.

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 and the Planning Commission workshop needs to be reflected on the new revision of the Preliminary Plan for the Brentwood subdivision. At the time of press, the new revision of the Preliminary Plan for the Brentwood subdivision was not submitted.

**Recommendation:**

It is therefore the recommendation from the Planning Department that the subdivision application for the Brentwood subdivision be approved contingent to comments being addressed from the local agencies. At the time of press on October 7, 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 (sidewalk on Harrisburg Road will not be maintained by the County); connectivity index variance 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

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: BRENTWOOD SUBDIVISION

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-15P

CONTACTS:

PROPERTY OWNER

SURVEYOR/ENGINEER

NAME ESSEX HOMES SOUTHEAST, INC KEITH RAMS

ADDRESS 13310-A S. RIDGE DR. 3333 HARMONY RD

CITY/STATE/ZIP CHARLOTTE, NC 28273 CATAWBA, SC 29704

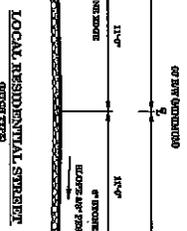
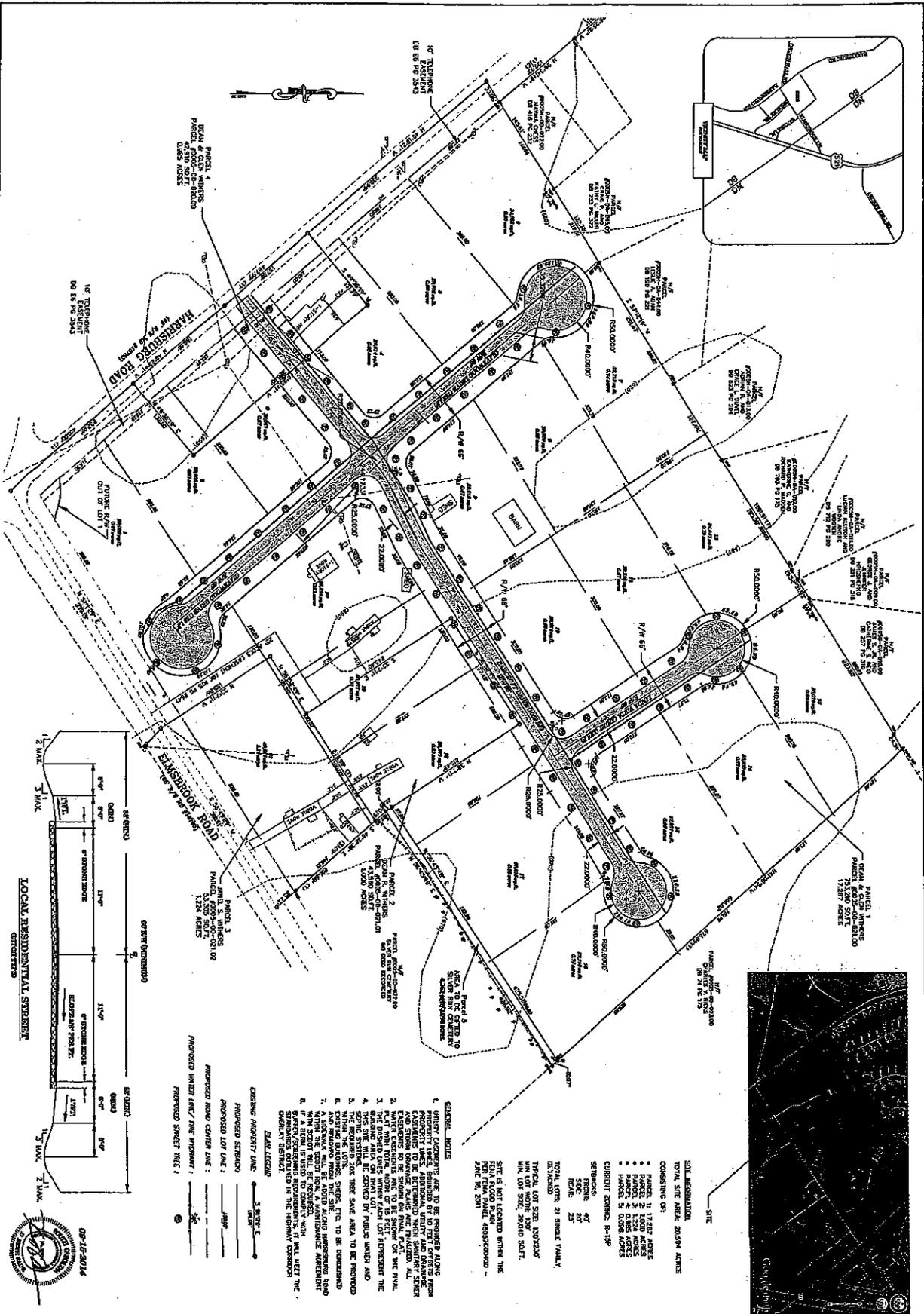
PHONE NUMBER 704-423-8988 803-493-5393

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



- GENERAL NOTES**
1. UNDER EXISTING ARE TO BE PROVIDED ALONG PROPERTY LINES PROVIDED BY US THAT EXISTING FROM EXISTING TO BE DETERMINED WITH SURVEYOR'S ALL AND STATION BOUNDARY MARKS AND TYPICAL.
  2. WATER EXISTENCE ARE TO BE SHOWN ON THE PLAN.
  3. THE BOUNDARY LINES WITHIN LOT REPRESENT THE BOUNDARY WITHIN THE SHOWN BY THESE LINES AND NOT BE BOUNDARY THAT HAVE AREA TO BE PROVIDED WITHIN THE LOTS.
  4. A SERVICE WILL BE MOVED ALONG ELMSBORO ROAD FROM THE SITE TO BE EXCESSIVE.
  5. ALL UTILITIES WILL BE EXCESSIVE.
  6. SUTTER/SCHWENK REQUIREMENTS, IF WELL MEET THE REQUIREMENTS, WILL BE PROVIDED IN THE NEIGHBORHOOD.
- BLANK LEGEND**
- EXISTING PROPERTY LINE: ———
  - PROPOSED SETBACK: ———
  - PROPOSED LOT LINE: ———
  - PROPOSED ROAD CENTER LINE: ———
  - PROPOSED WATER LINE/PIPE: ———
  - PROPOSED STREET WIDE: ———

**SITE INFORMATION**

TOTAL SITE AREA: 20.94 ACRES

CONSTITUTING OF:

- PARCEL 1: 1.14 ACRES
- PARCEL 2: 1.00 ACRES
- PARCEL 3: 1.28 ACRES
- PARCEL 4: 0.98 ACRES

CURBENT ZONING: R-1P

STREETS: 47'

FRONT: 47'

REAR: 22'

TOTAL LOTS: 21 SINGLE FAMILY DETACHED

TYPICAL LOT SIZE: 1,900 SQ. FT.

MIN. LOT WIDTH: 130'

MIN. LOT DEPTH: 100'

MIN. LOT AREA: 13,000 SQ. FT.

SITE IS NOT LOCATED WITHIN THE FLOOD HAZARD ZONE (FLOOD INSURANCE RATE NO. 2841)

**1 of 1**

**PRELIMINARY PLAT**  
**BRENTWOOD SUBDIVISION**  
 LANCASTER COUNTY, NC  
**ESSEX HOMES**  
 13310-A SOUTH RIDGE DR.  
 CHARLOTTE, NC 28273

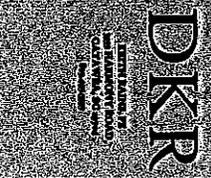
**DATE:** JULY 30, 2014

**SCALE:** 1" = 60'

**PROJECT NO.:** 10108

**DATE:** DEC

**BY:** [Signature]



**UDO-TA-014-015 – Amend Future Land Use Map of  
Lancaster County – Preserve @ Tree Tops {Public  
Hearing} pgs. 5-6**

Alex Moore

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# Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

TO: Lancaster County Planning Commission

FROM: Penelope G. Karagounis, Planning Director

SUBJECT: Amendment by Lancaster County to the Lancaster County Comprehensive Plan Entitled: The New Millennium: A Comprehensive Plan for Lancaster County and Its Municipalities by Amending the Future Land Use Map (Land Use Element)

DATE: October 6, 2014

A requirement of the both the state development agreement act (Sec. 6-31-10 through Sec. 6-31-160), in particular, Section 6-31-60, What Development Agreement Must Provide; What it May Provide; Major Modification Requires Public Notice and Hearing, and the county development agreement ordinance [Ord. #663, Sec 6., Mandatory Content of Agreement, (I)] is that the proposed development must be consistent with the county's Comprehensive Plan. The current Comprehensive Plan for the county was adopted in 2013 and is a guide for the future development of the county.

The Comprehensive Plan divides all of the residential areas of the county into either the "low density residential" category or the "residential" category. The residential category north of Highway 5 has a density of 1.5 units per acre. The definition of public is all public buildings, schools, religious institutions, cemeteries, parks, utilities, fraternal and charitable facilities, recreational facilities and public service facilities. The former Tree Tops property was a charitable facility, Thompson Homes.

The adopted Future Land Use Map contained in the Land Use Element of the Comprehensive Plan shows the area where Preserve at Tree Tops is to be built as public and as a low density residential area at 1.5 units per acre. Therefore, the proposed development is not consistent with the Future Land Use Map for the county and does not meet one of the requirements contained in both the state development agreement act and county development agreement ordinance.

For this requirement of the state development agreement act and county development agreement ordinance to be met, Lancaster County development has submitted an application to amend the Future Land Use Map of the county to change the land use designation on the Future Land Use Map for the area covered by the proposed Lennar Carolinas LLC, from public and low density residential to only low density residential. This is the only change being requested.

This amendment to the Comp. Plan will need to be adopted by a resolution.

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

Application No. TA-014-015 Date Received 10/2/14 Fee Paid \$250.00

1. The application is for amendment to the: (check one)

District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)

Ordinance Text (fill in items # 8 & 9 only) (Lancaster County Future Land Use Map).

2. Give either exact address or tax map reference to property for which a district boundary change is requested: \_\_\_\_\_

3. How is this property presently designated on the map? \_\_\_\_\_

4. How is the property presently being used? \_\_\_\_\_

5. What new designation or map change do you purpose for this property? \_\_\_\_\_

6. What new use do you propose for the property? \_\_\_\_\_

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

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

8. If this involves a change in the Ordinance text, what section or sections will be affected? \_\_\_\_\_

9. Explanation of and reasons for proposed change: The current Lancaster County Future Land Use Map designates 388± acres at 9070 Van Wyck Rd, Lancaster, SC 29720 (Parcel numbers 0022-00-007.00 & 0019-00-033.00) as "public". It is requested that the current Lancaster County Future Land Use Map be amended so the aforementioned 388± acres at 9070 Van Wyck Rd, Lancaster, SC 29720 (Parcel numbers 0022-00-007.00 & 0019-00-033.00) be reflected as "Low-Density Residential".

(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)

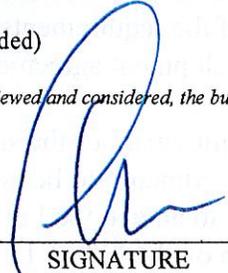
Lennar  
David L. Nelson, Vice President

ADDRESS:

11230 Carmel Commons Boulevard  
Charlotte, NC 28226

Cc: ColeJenest & Stone  
200 South Tryon Street, Suite 1400  
Charlotte, NC 28202

Phone: 704-542-8300 (Lennar)  
704-376-1555 (CJS)

  
SIGNATURE

**RZ-014-025 – Application of David L. Nelson, V.P. of Lennar Carolinas, LLC to rezone property located at 9070 Van Wyck Road in Lancaster County, South Carolina from PDD-6 (Tree Tops), Planned Development District to R-30P, Low Density Residential/Agricultural District with CSOD, Cluster Subdivision Overlay District. The applicant proposes to construct single family homes at this location, 50% of which will be age restricted. The property is located 2 miles southwest of Highway 521 along the eastern edge of Van Wyck Road and consists of ±622.48 acres. {Public Hearing} pgs. 7-58  
TMS # 0022-00-007.00 & 0019-00-033.00**

Alex Moore

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**PLANNING STAFF REPORT: RZ-014-025**  
**(DAVID L. NELSON, VP OF LENNAR CAROLINAS, LLC)**

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**I. FACTS**

A. GENERAL INFORMATION

**Proposal:** This is the rezoning application of David L. Nelson of Lennar Homes to rezone ± 622.48 acres from Planned Development District (PDD-6) to R-30P with a Cluster Subdivision Overlay (CSOD).

**Property Location:** The properties are located at 9070 Van Wyck Road in Lancaster County, SC.

**Legal Description:** TMS # 0022-00-007.00 & 0019-00-033.00

**Zoning Classification:** Current: Planned Development District (PDD-6)

**Voting District:** District 1, Larry McCullough

B. SITE INFORMATION

**Site Description:** The two parcels that comprise this rezoning application are located at 9070 Van Wyck Road. Presently the property consists of mostly vacant land with a large pond and other structures which were used in the operation of the site as a camp.

C. VICINITY DATA

**Surrounding Conditions:** The site is surrounded by parcels which are zoned R-30P, Low Density Residential/Agricultural Panhandle District and R-30S, Low Density Residential/Manufactured Housing/Agricultural District.

D. EXHIBITS

1. Rezoning Application
2. Development Agreement
3. Tax Inquiry Sheet
4. Table of Uses
5. Location Map
6. Area Zoning Map
7. Lancaster County Future Land Use Map-Panhandle Area
8. Lancaster County Future Land Use Map-Zoomed Panhandle Area with Transparent Land Use Layer
9. 11"x17" Rezoning Bubble Plan, Provided by Applicant (Within Planning Commissioners' Packet)

## II. FINDINGS

### CODE CONSIDERATIONS

**PDD-6, PLANNED DEVELOPMENT DISTRICT#6** was created for this property in November, 2001 as a planned development with four components consisting of:

- (1) Recreation and Program: 94 acres
- (2) Community Camping: 98 acres
- (3) Camp Retreat: 186 acres
- (4) Primitive Preserve: 227 acres

Approximately twenty percent of the property was to be developed with roads, facilities, and infrastructure. Approximately seventy-five percent of the property (450 acres) was to remain undeveloped.

The **R-30P, LOW DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT** is designed to accommodate single-family residential developments (not including manufactured homes). This zoning district will allow residential uses and related residential uses such as religious institutions, fire stations, etc. The maximum density allowed in this zoning district is 1.5 dwelling units per acre (1.5 DU/AC). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet. The availability of water and or sewer shall not change: (1) the maximum density allowed; (2) the minimum lot size, and (3) the minimum lot width from what is stated above.

The **CLUSTER SUBDIVISION OVERLAY DISTRICT (CSOD)** is a residential development district designed to offer an alternative to traditional subdivision design, with the primary purpose being to encourage open space in exchange for a reduced lot size. Cluster subdivisions shall be designed using a site planning technique that concentrates buildings and structures to the most buildable areas of a site, in order to preserve the remaining area as open space for recreation and preservation of significant site features. Reductions below the minimums otherwise required by the UDO for lot area, lot width, and setbacks are allowed within a CSOD, and such reductions are only permissible within a CSOD. By preserving open space, a cluster subdivision will provide another tool by which the County shall preserve its rural character. The techniques used to concentrate buildings may include, but shall not be limited to, reduction in lot area, minimum setback requirements, and minimum lot width. The maximum number of dwelling units allowed per acre for a cluster subdivision shall not exceed the maximum for the residential use district in which it is located. Cluster subdivisions are permitted in low to moderate density single-family residential districts (R-30, R-30P, R-15, and R-15P) and are subject to certain provisions. Cluster subdivisions are not permitted in any residential district in which multiple-family developments or manufactured homes are allowed.

### III. CONCLUSIONS

In 1997 The Family Center, Inc. (an agency whose mission was prevention and treatment of child abuse and neglect) received the Tree Tops property from Mr. Fred Wikoff, a York County businessman and philanthropist.

On September 18, 2001 The Family Center, Inc. submitted an application for the rezoning of the Tree Tops property from R-30 to Planned Development District (PDD). On November 26<sup>th</sup>, 2001 the subject properties were rezoned from R-30 to PDD-6 (Lancaster County Ordinance No. 464). It was the goal of The Family Center, Inc. to transform the Tree Tops property into a camp and retreat center for at-risk children and others.

The Family Center, Inc. subsequently fell on hard times and the plan for creating the camp did not come to fruition. In 2008, due to financial difficulties, The Family Center, Inc. merged with Thompson Child & Family Focus.

On August 20, 2013 Mattamy Homes submitted an application to rezone the Tree Tops property from PDD-6 to R-30P with a Cluster Subdivision Overlay District (CSOD). The Planning Commission recommended for approval of the application for rezoning and the respective Development Agreement. Mattamy Homes withdrew their application for rezoning as well as the Development Agreement on July 14, 2014.

The current application for rezoning on this property was submitted by Lennar on August 29, 2014 and is a petition to rezone the Tree Tops property from PDD-6 to R-30P with a Cluster Subdivision Overlay District (CSOD).

The facts and findings of this report show that the properties located at 9070 Van Wyck Road are designated as "**Low Density Residential**" (±234.12 Acres) and "**Public**" (±388.36 Acres) on the Lancaster County Future Land Use Map.

Areas on the Future Land Use Map designated as "**Low Density Residential**" represent those portions of the county which are anticipated to:

- 1) Develop primarily with low intensity residential developments (density max of 1.5 dwelling units per acre) on individual lots at low rates of development,
- 2) Remain as agricultural or vacant land or
- 3) Possibly be developed with small-scale commercial businesses on individual parcels of land (Page 7-24 of the Lancaster County Comprehensive Plan).

Areas on the Future Land Use Map designated as "**Public**" represent those portions of the county which contain governmental uses, religious institutions, and cemeteries (Page 7-29 of the Lancaster County Comprehensive Plan). Additionally, the definition of

“Public” within the 2012 Plan is as follows: All public buildings, schools, religious institutions, cemeteries, parks, utilities, fraternal and charitable facilities, recreational facilities and public service facilities (Page 7-4 of the Lancaster County Comprehensive Plan).

A copy of the land use map for this portion of Lancaster County is included within the Planning Commissioners’ Packet (See Exhibit 3 and Exhibit 4). Surrounding properties are made up of large, unimproved tracts as well as smaller parcels with residential uses.

As noted above, the Future Land Use Map indicates that ± 388.36 acres of the Tree Tops property are designated as public. The applicant proposes that ± 385.07 acres of this project will be designated as open space.

Subsequent to the proposed rezoning to R-30P with a CSOD, the applicant proposes to develop this site with ± 800--850 single-family residential lots. This would result in a density of ± 1.29--1.36 DU/AC which is below the maximum density allowed of 1.5 DU/AC. Additionally the applicant proposes to save ± 385.07 acres of open space which will be used for both passive and active open space. This comprises 61% of the entire acreage of this project.

The applicant has made it known that Lennar intends that this development be gated and 100% age restricted (based on market conditions). However, it should be noted that the Development Agreement requires that at least 50% of the residential dwellings constructed within this development be owned and occupied by at least one resident who is at least fifty-five (55) years of age and has no permanent resident living in the dwelling who is under the age of 19.

#### **IV. RECOMMENDATION**

The application for rezoning and associated materials provided by the applicant indicates that Lennar will make a very strong attempt to ameliorate the impacts of this development. The applicant proposes ample open space preservation, a design which provides for a subdued density figure along with a Development Agreement which should offset some the burdens and costs to Lancaster County.

Thus, based on the facts and findings of this rezoning case, Planning Staff believes that RZ-014-025 should receive a recommendation of approval from the Planning Commission.

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		
Application No. <u>RZ-014-025</u>	Date Received <u>8-29-14</u>	Fee Paid _____

1. The application is for amendment to the: (check one)

District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)

Ordinance Text (fill in items # 8 & 9 only)

2. Give either exact address or tax map reference to property for which a district boundary change is requested: 9070 Van Wyck Rd, Lancaster, SC 29720 (Parcel numbers 0022-00-007.00 & 0019-00-033.00).

3. How is this property presently designated on the map? Planned Development District (PDD).

4. How is the property presently being used? Vacant/No current use.

5. What new designation or map change do you purpose for this property? R-30P using the Cluster Subdivision Overlay District.

6. What new use do you propose for the property? Single-family residential.

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

7. Does the applicant own the property proposed for this change?  YES  NO If no, give the name and address of the property owner and attach notarized letter from property owner: Thompson Child & Family Focus, 6800 St. Peter's Lane, Matthews, NC 28105 (See attached notarized letter of authorization, deed, articles of merger and survey plat).

8. If this involves a change in the Ordinance text, what section or sections will be affected? \_\_\_\_\_

9. Explanation of and reasons for proposed change: Current PDD designation requires mixed-use, specifically stating no less than 20% shall be used for commercial, office or manufacturing uses. Applicant is proposing single-family residential development and believes that commercial use is not viable at this location. The requested designation of R-30P using the Cluster Subdivision Overlay District would allow for proposed single-family residential use without requiring commercial development. In addition, the Cluster Subdivision Overlay District would allow for the preservation of significant open space.

(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)

Lennar

Jon Hardy, Division President

DANIS L NELSON, VP

ADDRESS:

11230 Carmel Commons Boulevard

Charlotte, NC 28226

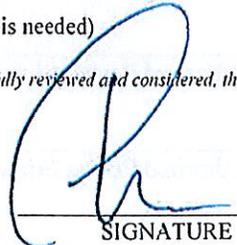
Cc: ColeJenest & Stone

200 South Tryon Street, Suite 1400

Charlotte, NC 28202

Phone: 704-542-8300 (Lennar)

704-376-1555 (CJS)



\_\_\_\_\_  
SIGNATURE



## NOTICE OF ENTRY UPON LAND

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

This notice is dated August 27, 2014 and serves as written notice to the owner of record of the following property: 9070 Van Wyck Rd, Lancaster, SC 29720 (the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

### ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

Signature

DAVID L. NELSON, V.P.  
Jon Hardy, Lennar Division President

Printed Name

Date

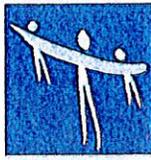
8.28.14

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

\_\_\_\_\_  
Planning Director or Authorized Person Signature

\_\_\_\_\_  
Planning Director or Authorized Person Printed Name

\_\_\_\_\_  
Date



# THOMPSON

Strengthening Children, Families & Communities

August 28, 2014

Penelope G. Karagounis  
Lancaster County Planning Director  
101 N. Main Street  
P.O. Box 1809  
Lancaster, SC 29721

Re: Rezoning Authorization

Ms. Karagounis,

With this letter of authorization, Thompson Child & Family Focus (SELLER) grants permission to rezone the property located at 9070 Van Wyck Rd, Lancaster, SC 29720 (Parcel numbers 0022-00-007.00 & 0019-00-033.00) from Planned Development District (PDD) to R30P using the Cluster Subdivision Overlay District. This permission is granted to Lennar Carolinas, LLC (BUYER), 11230 Carmel Commons Blvd. Charlotte, NC 28226 Attn: Jon Hardy.

Sincerely,



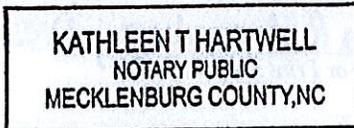
Mary Jo Powers  
President/CEO

North Carolina  
Mecklenburg County

I, Kathleen T. Hartwell, a Notary Public for said County and State, do hereby certify that Mary Jo Powers personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 28<sup>th</sup> day of August 2014.

(Official Seal)



Notary Public

My commission expires March 30, 2019.



**Thompson Child & Family Focus and York Place.**

*One agency united to serve children, families, and communities across the Carolinas.*

Headquarters: 6800 Saint Peter's Lane, Matthews, NC 28105 | 704-536-0375 | thompsoncff.org



Accredited by  
NAEYC

SOSID: 0150635  
 Date Filed: 6/23/2008 3:15:00 PM  
 Elaine F. Marshall  
 North Carolina Secretary of State  
 C200817500250

*State of North Carolina*  
*Department of the Secretary of State*

**ARTICLES OF MERGER**

Pursuant to North Carolina General Statute Sections 55-11-05(a), 55A-11-09(d), 55A-11-04, 57C-9A-22(a), 59-73.32(a) and 59-1072(a), as applicable, the undersigned entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

1. The name of the surviving entity is Thompson Child & Family Focus, a (check one)  corporation,  nonprofit corporation,  professional corporation,  limited liability company,  limited partnership,  partnership,  limited liability partnership organized under the laws of North Carolina (state or country).

2. The address of the surviving entity is:

Street Address 6800 Saint Peter's Lane  
 City Matthews  
 State North Carolina Zip Code 28105 County Mecklenburg

(Complete only if the surviving business entity is a foreign business entity that is not authorized to transact business or conduct affairs in North Carolina.) The mailing address of the surviving foreign business entity is: \_\_\_\_\_

\_\_\_\_\_ The Surviving foreign business entity will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.

3. For each merging entity: (if more than one, complete on separate sheet and attach.)  
 The name of the merged entity is Family Center, Inc., a (check one)  corporation,  nonprofit corporation,  professional corporation,  limited liability company,  limited partnership,  partnership,  limited liability partnership organized under the laws of North Carolina state or country).
4. If the surviving business entity is a domestic business entity, the text of each amendment, if any, to the Articles of Incorporation, Articles of Organization, or Certificate of Limited Partnership within the Plan of Merger is attached.
5. A Plan of Merger has been duly approved in the manner required by law by each of the business entities participating in the merger.
6. These articles will be effective upon filing unless a delayed date and/or time is specified \_\_\_\_\_.

This the 20<sup>th</sup> day of June, 2008.

Thompson Child & Family Focus

Name of Entity

Virginia R. Amendum  
 Signature

Virginia R. Amendum, President  
 Type or Print Name and Title

**NOTES:**

1. Filing fee is \$50 for For-profit entities.
2. Filing fee is \$25 for Non-profit entities.
3. This document must be filed with the Secretary of State. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1

(Revised September 2005)  
 CORPORATIONS DIVISION  
 CHAR111062768v1

P. O. BOX 29622

(Form BE-13)  
 RALEIGH, NC 27626-0622

### SITE ACREAGE SUMMARY

Total Parcel Area	622.48 AC +/-
Primary Conservation Area	112.60 AC +/-
Open Space Percentage (25%)	127.47 AC +/-
Total Required Open Space	240.07 AC +/-
Additional Required Open Space	145 AC +/-
Total Open Space Provided	385.07 AC +/-
Developed Area	234 AC +/-

**LEGEND**

- Water Bodies (Lakes, Streams and Creeks)
- Existing Vegetation
- Greenway Trails



**DEVELOPMENT SUMMARY**

55 Lots (55' x 125')	34%
65 Lots (65' x 125')	33%
75 Lots (75' x 125')	33%
<b>TOTAL</b>	<b>800 - 850</b>

## The Preserve at Tree Tops - Schematic Bubble Plan

LENNAR CAROLINAS, LLC



SCALE FOOT  
1" = 100'

**Colliers**  
IS STORE



BOOK 145 PAGE 109

transferring realty to a non-profit corporation organized and operated exclusively for either a religious, scientific, charitable, or educational purpose; and provided no consideration of any kind is paid or to be paid for the transfer (Gift having a value of \$1,262,800.00)

STATE OF SOUTH CAROLINA )  
COUNTY OF LANCASTER ) AFFIDAVIT

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

1. Property located at 545 & 79 acres, Lancaster County, bearing Lancaster County, Tax Map Number 19-00-33 and, was transferred by Fred G. Wikoff, Jr. to Family Center, Inc., 501(c)(3) a. c/w Non-Profit Corporation on July 1997.

The transaction was (Check One):  
an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$ \_\_\_\_\_\*.

not an arm's length real property transaction and the fair market value of the property is \$ \_\_\_\_\_\*.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S. C. Code Ann. Section 12-24-10 et seq. because the deed is (See Back of Affidavit):

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:

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

SWORN to before me this 21<sup>st</sup> day of July, 1997.

[Signature]  
Purchaser, Legal Representative  
of the Purchaser, or other  
Responsible Person Connected  
with the Transaction

[Signature] (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 1-14-98

\* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

## PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in Indian Land Township, Lancaster County, South Carolina on both sides of Twelve Mile Creek, and bounded now or formerly by lands of Sara Yarborough, S. R. Porter, William Crow, W. D. Hyatt, Joseph Griffin, Allan Heath, and others and containing 545 acres, more or less, and known as the Porter Place and being the same lands conveyed by J. R. Hunter, Sheriff of Lancaster County, S. C. to S. H. Robinson by deed dated April 17, 1877 and subsequently conveyed by W. B. Elliott and Ralph W. Elliott to C. L. Rawlins and Allan Griffin by deed dated March 11, 1948, recorded March 17, 1948 in Deed Book 83 at Page 543. The said C. L. Rawlins having devised his interest to Hallie Mae Griffin who subsequently conveyed said one-half interest to Evelyn Griffin Byatt by deed dated October 6, 1964, recorded October 15, 1964 in Deed Book K-5 at Page 131.

ALSO All that certain piece, parcel or tract of land lying, being and situate in Indian Land Township, Lancaster County, South Carolina and being more particularly described as follows: Being a part of Tract of land formerly owned by W. D. Hyatt and known as the Gold Hill Land; said tract lies on the eastern side of Camden River Road and is designated as Tract #2 and has the following courses and distances, to wit: BEGINNING at a stake on the old line of Lot #1 and running thence N. 23 E. 8 chains to a stone; thence running N. 30 W. 10.40 chains; thence running N. 7 E. 1.96 chains; thence running N. 2 W. 9.98 chains to a stone; thence running N. 16 1/2 E. 4.80 chains to a point; thence N. 39 E. 10 chains to a stone; thence running N. 51 E. 2.65 chains to a stake; thence running N. 52 E. 2.50 chains to a stake; thence running N. 63 E. 7.80 chains to a stake; thence running N. 69 E. 4.90 chains to a stone; thence running N. 48 W. 13.50 chains to a stake in the center of the Camden River Road; running thence with said road as follows: S. 18 W. 3.50 chains, S. 46 1/2 W. 17.50 chains, S. 64 W. 5 chains, S. 57 W. 9.5 chains, and S. 17 1/2 W. 10.50 chains to a stake in said road; thence running with line of Lot #1 S. 50 E. 5 chains, S. 23 W. 8.50 chains and S. 50 E. 22.80 chains to the beginning, containing 79 acres, more or less and being the identical property conveyed to Furman Wells by deed recorded in Book X at Page 42 and also identical property conveyed to Allan Griffin by deed dated December 5, 1955, recorded December 14, 1955 in Deed Book M-4 at Page 152. This being the identical property conveyed to Management Enterprises, Inc. by Deed from Evelyn Griffin Byatt by Deed recorded January 15, 1973 in Deed Book B-6 at Page 252 and by Deed from Allan Griffin recorded January 15, 1973 in Deed Book B-6 at Page 251.

WITNESS my Hand and Seal this 24th day of July in the year of our Lord one thousand nine hundred and ninety-seven and in the two hundred and twenty-second year of Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of

Beverly A. Rosson

Fred C. Wikoff, Jr.  
Fred C. Wikoff, Jr.

Norma S. Ligon

STATE OF SOUTH CAROLINA )  
COUNTY OF YORK )

Personally appeared before me Beverly A. Rosson and made oath that she saw the within named Fred C. Wikoff, Jr. sign, seal and as his act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that she with Norma S. Ligon witnessed the execution thereof.

Beverly A. Rosson

SWORN to before me this 24th day of July, 1997.

Norma S. Ligon (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 1-14-98

RECORDED THIS 25th DAY  
OF July, 1997  
IN BOOK 0 PAGE F-1

C. Cheryl St. Morgan  
Auditor, Lancaster County, S. C.

TO WHOM IT MAY COME  
19-88-61  
16-86-1  
SOLING S. BOSSASSY

FILED BOOK HHS PAGE 105  
OFFICE OF CLERK  
OF COURT  
Jul 25 11 09 AM '97  
CLERK OF COURT  
LANCASTER COUNTY, S.C.

5173

MACK & MACK ATTORNEYS

STATE OF SOUTH CAROLINA )  
COUNTY OF LANCASTER ) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That I, Fred C. Wikoff, Jr., in the State aforesaid for and in consideration of the sum of ----SEE AFFIDAVIT--- to me paid by Family Center, Inc., a 501(c)(3) Non-Profit Corporation, 1616 Cleveland Avenue, Charlotte, NC 28203 in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said Family Center, Inc., a 501(c)(3) Non-Profit Corporation, its successors and assigns, the following described property, to wit:

SEE ATTACHED EXHIBIT FOR PROPERTY DESCRIPTION.

DERIVATION: Being the identical property conveyed to the Grantor herein by Deeds recorded in Deed Book B-6 at Page 1942, Deed Book C-6 at Page 826, Deed Bookk F-6 at Page 2038 and Deed Book F-6 at Page 3004.

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

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

To Have and to Hold all and singular the premises before mentioned unto the said Family Center, Inc., a 501(c)(3) Non-Profit Corporation, its Successors and Assigns forever and I do hereby bind myself and my Heirs and Assigns, to warrant and forever defend all and singular the said premises unto the said Family Center, Inc., a 501(c)(3) Non-Profit Corporation, its Successors and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Article III of the articles of incorporation of the Surviving Company shall be deleted in its entirety and replaced with the following revised Article III as set forth below:

**"The corporation is a charitable or religious corporation as defined in Chapter 55A of the North Carolina General Statutes (the "Act"). The purposes for which the corporation is organized shall be (i) to provide clinical and behavioral treatment, development, education and proactive care for at-risk children and their families, (ii) to strengthen families through the prevention and treatment of child abuse and neglect by providing therapeutic, educational, recreational and preventative services, and (iii) any other lawful purpose permissible for a charitable or religious corporation under the Act and permissible for a corporation that is exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor statute."**

# Exhibit 2



**Lancaster County**

# Memo

**FILE COPY**

**To:** Members of Lancaster County Council  
Members of the Lancaster County Planning Commission  
Penelope Karagounis, Planning Director and Staff Liaison for the Planning Commission  
Judy Barrineau, Clerk to the Planning Commission  
Steve Willis, County Administrator  
Mike Ey, County Attorney  
  
(Via Hand Delivery and Email)

**From:** Debbie C. Hardin, Clerk to Council

**Date:** 9-22-14

**Re:** Proposed Development Agreement for Preserve at Tree Tops Site/Lennar Carolinas, LLC

---

I received today, the attached application for a Development Agreement for Tree Tops Site/Lennar Carolinas, LLC.

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

Also, as per Section 10 of Ordinance 663, the developer will submit a check in the amount of \$5,850, a fee to defray the cost of expenses incurred by the County in review and consideration of the proposed agreement. The check has been forwarded to Veronica Thompson for deposit. Any unused fee shall be returned to the developer within six months of the County's disposition of the proposed agreement.

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

Thank you

For Planning Commission Review and Recommendation  
at its  
\_\_\_\_\_ Meeting

Draft Agreement

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

STATE OF SOUTH CAROLINA            )     DEVELOPMENT AGREEMENT  
  )       
COUNTY OF LANCASTER                )     PRESERVE AT TREE TOPS

This DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of *[DATE OF THIRD READING APPROVAL]*, 2014 ("Agreement Date"), by and among LENNAR CAROLINAS, LLC, a Delaware limited liability company ("Developer"), and the COUNTY OF LANCASTER (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

**RECITALS**

**WHEREAS**, Developer has obtained the right to acquire certain real property consisting of approximately six hundred twenty-two and 48/100 (622.48) acres, more or less, located in the County and known as the Preserve at Tree Tops development and more fully described in Section 1.04 of this Agreement ("Property").

**WHEREAS**, Developer has submitted an application to the County requesting that the Property be rezoned to R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

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

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be zoned R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District for the duration of this Agreement; (2) that upon receipt of Developer's development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

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

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

## ARTICLE I

### GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means      [DATE OF THIRD READING APPROVAL]     , 2014.

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

(4) "County Council" means the governing body of the County.

(5) "Developer" means Lennar Carolinas, LLC, a Delaware limited liability company, and its successors in title to the Property who undertake development of the Property or who are transferred Development Rights.

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

(7) Reserved.

(8) "Laws and Land Development Regulations" means the County's applicable rules and regulations governing development of real property as set forth on Exhibit E hereto.

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

(10) "Ordinance No. 2014-\_\_\_\_" means Ordinance No. 2014-\_\_\_\_ of the County zoning the Property R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

(11) Reserved.

(12) "Ordinance No. 2014-\_\_\_\_" means Ordinance No. 2014-\_\_\_\_ of the County approving this Agreement.

(13) Reserved.

(14) "Parties" means County and Developer.

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

(16) Reserved.

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

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

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

**Section 1.04. Property.** This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as the Preserve at Tree Tops development (the "Development").

**Section 1.05. Zoning.** The Property is zoned R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District pursuant to Ordinance No. 2014-\_\_\_\_.

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

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

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

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

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

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

**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, except as expressly stated to the contrary in this Agreement.

(B) Except for (1) the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and (2) the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

(C) Subject to the provisions of Section 3.05 of this Agreement, Developer acknowledges and agrees that it and its successors and assigns (*i*) are responsible for the development of the Property when Developer acquires title to or development rights for the Property, and (*ii*) will develop the Property in accordance with the terms and conditions of this Agreement

**Section 1.10. Term.** The term of this Agreement commences on the Agreement Date and terminates ten (10) years thereafter.

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

(C) The County represents that prior to the final reading of Ordinance No. 2014-\_\_\_\_ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

**Section 2.02. Representations and Warranties of Developer.** (A) Developer represents that the number of acres of highland contained in the Property is more than two hundred and fifty (250).

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

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

## ARTICLE III

### DEVELOPMENT RIGHTS

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

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety,

shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2014-\_\_\_\_, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

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

**Section 3.01A. Road Widths.** Notwithstanding the provisions of Section 26-61 of the Lancaster County Code of Ordinances, the standard for pavement width for local (closed drainage) and local (open drainage) roads in the Preserve at Tree Tops development is twenty-two feet (22').

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

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

(1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development of the Property as set forth in this Agreement;

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

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

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

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

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the development of the Property.

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

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

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

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

**Section 3.05. Transfer of Development Rights.** Developer may, at its sole discretion, transfer its Development Rights to other developers (each an “Acquiring Developer”). 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, whereupon the transferring Developer shall be relieved from any and all obligations assumed by the Acquiring Developer first arising as of the date of such transfer. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot,

who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

## ARTICLE IV

### DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

**Section 4.01A. Payment.** The Development shall be age restricted such that not less than fifty percent (50%) of the residential dwellings constructed within the Development shall be owned and occupied by at least one resident who is at least fifty-five (55) years of age and has no permanent resident living in the dwelling who is under the age of nineteen (19). With respect to the portions of the Development within the Property that are not age restricted as set forth in the preceding sentence, if any, Developer agrees to pay to the County for the benefit of the Lancaster County School District the sum of Five Hundred and No/100 dollars (\$500.00) for each unrestricted residential dwelling unit (the "School Payment"). Except as otherwise provided in this section, from the Agreement Date until the end of the Term of this Agreement, the School Payment, if applicable, shall be due and payable at the same time that the County building permit fees for such unrestricted lot are due and payable. Payment of the School Payment is a condition for the issuance of a building permit. The School Payment is separate and distinct from any fees or amounts payable to the County for a building permit. Monies received from the School Payment shall be remitted by the County to the Lancaster County School District by the end of the month following the month in which the School Payment is received by the County. Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment.

**Section 4.01B. Funds for Public Safety.** Developer agrees to pay County the sum of five hundred thousand dollars (\$500,000.00) by July 1, 2015 to be used for public safety purposes (the "Public Safety Payment"). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is in the discretion of the County Council.

**Section 4.02.** Intentionally deleted.

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

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

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

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

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

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

(2)(a) Developer is responsible for all construction and maintenance, and the costs thereof, associated with the roads within the Property. Developer may transfer the ownership of

the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(b) In addition to meeting any other applicable requirement in the UDO, Developer agrees to install an asphalt overlay on Van Wyck Road from its intersection with U.S. 521 to the southern end of the Property or to work with the South Carolina Department of Transportation to install the asphalt overlay with Developer contributing up to three hundred fifty thousand dollars (\$350,000) in upgrades to Van Wyck Road. If the asphalt overlay has not been installed by July 1, 2017, then Developer shall pay to County three hundred fifty thousand dollars (\$350,000) to be held by County for payment to the South Carolina Department of Transportation to offset part or all of the costs of upgrading Van Wyck Road.

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

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

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

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

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

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

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

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

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

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

**(I) Fire Services.** The Property is located in the Charlotte Road – Van Wyck Road Fire Department service area and fire services will be provided by the Charlotte Road – Van Wyck Road Fire Department, or its successor entities. Developer acknowledges that the Charlotte Road – Van Wyck Fire Department provides services by the use of volunteers.

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

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

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

## ARTICLE V

### MISCELLANEOUS

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

the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

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

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

And to Developer: Lennar Carolinas, LLC  
Attn: Jon S. Hardy  
11230 Carmel Commons Blvd  
Charlotte, NC 28226

With a Copy to: Lennar Homes, LLC  
Attn: Mark Sustana, General Counsel  
700 NW 107<sup>th</sup> Ave  
Miami, FL 33172

With a Copy to: Schell Bray, PLLC  
Attn: Holly H. Alderman  
100 Europa Drive, Suite 271  
Chapel Hill, NC 27517

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

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

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or

precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

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

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

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

**Section 5.05. Enforcement.** The Parties shall each have the right to enforce the terms, provisions and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement, but in no event shall either Party be entitled to recover special damages, consequential damages or punitive damages

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

**Section 5.07. Recording of Agreement.** The Parties agree that Developer shall record this Agreement with the County Register of Deeds within fourteen (14) days of the later of (a) the date of execution of this Agreement; and (b) the date Developer acquires fee simple title to the Property.

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

**Section 5.09. Effect of Annexation and Incorporation.** The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or is annexed into a municipality. The Parties acknowledge that upon

incorporation or annexation the application and duration of this Agreement is controlled by Section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below found.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER:

Lennar Carolinas, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY:

COUNTY OF LANCASTER,  
SOUTH CAROLINA

By: \_\_\_\_\_  
Larry McCullough, Chair, County Council

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jack Estridge, Secretary, County Council

Date: \_\_\_\_\_





**Exhibit B**

**THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.**

**(NOT APPLICABLE)**

**Exhibit C  
Development Schedule**

<u>Years</u>	<u>Residential lots</u>
1	75 units
2	100 units
3	100 units
4	100 units
5	100 units
6	100 units
7	100 units
8	100 units
9	100 units
<b>Total</b>	<b>875 units</b>

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

**NOTE:** County and Developer acknowledge that development of the Property is limited to 875 residential units.

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

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Thompson Child & Family Focus, a North Carolina not-for-profit corporation, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Ordinance No. 2014-\_\_\_\_ zoning the Property R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.
2. Ordinance No. 2014-\_\_\_\_, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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Indexed By  Card #

Add Mod Del Save Cancel

Parcel ID: 0022-00-007.00 Card:1 of 1 Location: 9070 VAN WYCK RD Lancaster Cost - \$4,324,000

Current Owner | Prior Owner | ID/Factors/Taxes

Title	Last Name	Res ex	% Own	Type
#1:	FAMILY CENTER INC	<input type="checkbox"/>	<input type="checkbox"/>	
#2:	% STEVE BRACE	<input type="checkbox"/>	<input type="checkbox"/>	
#3:		<input type="checkbox"/>	<input type="checkbox"/>	

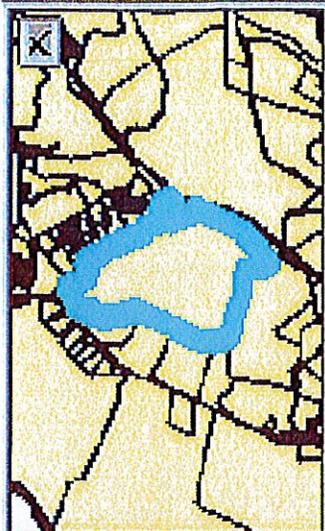
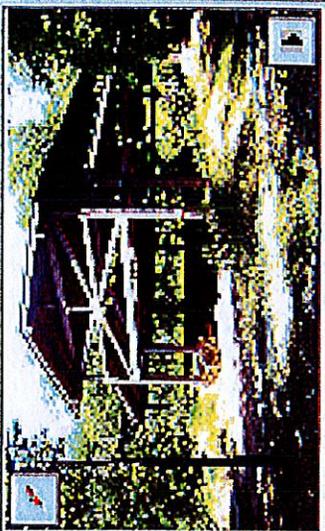
Street #1: 6800 ST. PETER'S LANE Home Phone:  Fill  
 Street #2:  Cell Phone:  List  
 City/Town: MATTHEWS Work Phone:  Verify  
 Province/State: NC Postal: 28105 Email:  Verify

Country:  Account Type:   
 D.O.B.: MM/DD/YYYY Legal Reference:   
 Owner Occupied:  Sale Date: 7/24/1997 Owner Lookup Number: 71814

Separate Bill:   
 Valid Owner:   
 Private Info:

Sales  Exemptions  More Owners  Other Parties

Indexed By  Parcel ID  Card #



**M Parcel ID: 0022-00-007.00** Card: 1/1  
 Account: 2246 District: 01 - County  
 Sticker #: Ent. Parcel Area: 545 - AC  
 Location: 9070 VAN WYCK RD Lancaster Neigh: 02 -02  
 Land Use: NLN - LandOnly Own Type:  
 Owner #1: FAMILY CENTER INC

Market Adj Value	Current	Year 2013	Legal Description
Calc. Land Area:	545,000	545,000	
Full Market Value:	4,324,000	4,324,000	
Building Value:	80,200	80,200	
Yard Items:	156,300	156,300	
Land Value:	4,087,500	4,087,500	
Total Value:	4,324,000	4,324,000	
Assessed Value:	259,440	259,440	
Capped Total:	4,324,000	4,324,000	Reval / Market 01

**Sales Information**  
 Grantor: WIKOFF FRED C JR Validity: 2  
 Sale Price: 0 Sold Vacant: No  
 Sale Date: 7/24/1997  
 Legal Ref: H015-0105

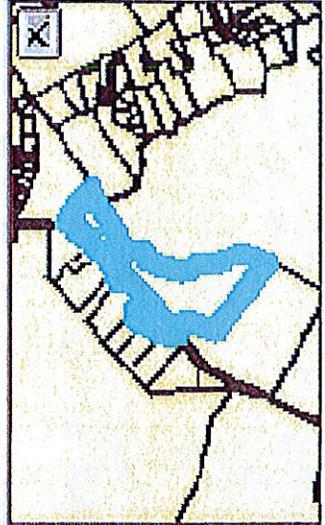
Office Notes  Notes

**Narrative Description**  
 This parcel contains 545 AC of land mainly classified as LandOnly with a Sing Fam Dw Building built about 1966, having primarily Wood Siding Exterior and 2100 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

Indexed By: Parcel ID

Card #: [Yellow Box]

No Picture Available



No Sketch Available

**M Parcel ID: 0019-00-033.00**  
 Account: 2052  
 Sticker #: [Blank]  
 Location: HWY 54 Lancaster  
 Land Use: NLN - LandOnly  
 Owner #1: FAMILY CENTER INC  
 Card: 1/1  
 District: 01 - County  
 Ent. Parcel Area: 77.484 - AC  
 Neigh: 02 - 02  
 Own Type:

Market Adj Value	Current	Year 2013	Legal Description
Calc. Land Area:	77.480	77.480	
Full Market Value:	581,100	581,100	
Building Value:			
Yard Items:			
Land Value:	581,100	581,100	
Total Value:	34,866	34,866	
Assessed Value:	581,100	581,100	
Capped Total:			
<b>Sales Information</b>			
Grantor: FAMILY CENTER INC			
Sale Price: 0			Validity: 2
Sale Date: 7/24/1997			Sold Vacant: No
Legal Ref: H015-0105			

Office Notes  Notes  
 Reval / Market 01  
**Narrative Description**

Add Mod Del Save Cancel  
 Indexed By  Parcel ID  Card #

Parcel ID: 0019-00-033.00 Card: 1 of 1 Location: Hwy 54 Lancaster Cost - \$581,100

Current Ownership Prior Owner ID/Factors/Taxes

Title	Last Name	First Name	Res ex	% Own	Type
#1:	FAMILY CENTER INC		<input type="checkbox"/>		
#2:	% STEVE BRACE		<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1: 6800 ST. PETER'S LANE  Home Phone:   
 Street #2:  Cell Phone:   
 City/Town: MATTHEWS  Work Phone:   
 Province/State: NC  Postal: 28105  Email:   
 Country:  Account Type:  Separate Bill:   
 D.O.B.: MM/DD/YYYY  Legal Reference:  Valid Owner:   
 Owner Occupied:  Sale Date: 7/24/1997  Owner Lookup Number: 71814  Private Infor:

# Exhibit 4

## RESIDENTIAL R-30 / UPDATED 1/22/07

### USES PERMITTED:

1. Site Built Single-Family Detached House
2. Modular Single-Family Detached House  
(Meets CABO Building Code)
3. Primary Residence with Accessory Apartment
3. Religious Institution
4. Telephone Communications Facilities
5. Park or Playground
6. Golf Course (public or membership)
7. Nature Preserve or Wildlife Sanctuary
8. Botanical or Zoological Garden
9. Cemetery/Mausoleum
10. Other Designated Community Open Space Area
11. Livestock Facility (except commercial meat production centers)
12. General Agricultural Activities (i.e.) general row crop production, free range Livestock, etc.
13. Forest Production – Including Christmas Trees
14. Fish Hatchery or Preserve

### CONDITIONAL USES:

1. Temporary Dependent Care Residences
2. Temporary emergency, construction, and repair residence
3. Home Occupation
4. Bed and Breakfast
5. Commercial
6. Gasoline Service Station
7. Convenience Store with Fuel
8. Convenience Store without Fuel
9. Private or Commercial Horse Stables
10. Recycling Facilities, Convenience Centers and Resource Recovery Facilities
11. Wireless Communication Towers (i.e. Cellular Communications)

### USES REQUIRING REVIEW BY THE PC:

1. Elementary or Secondary School
2. College, University or Professional School
3. Library
4. Police Station
5. Fire Station
6. Ambulance Service/Rescue Squad
7. United States Postal Service Facility
8. Electricity, Water, Sewer, and Petroleum Distribution/Collection Facilities and Services

**RESIDENTIAL R-30 / UPDATED 1/22/07**

**USES PERMITTED:**

1. Site Built Single-Family Detached House
2. Modular Single-Family Detached House  
(Meets CABO Building Code)
3. Primary Residence with Accessory Apartment
3. Religious Institution
4. Telephone Communications Facilities
5. Park or Playground
6. Golf Course (public or membership)
7. Nature Preserve or Wildlife Sanctuary
8. Botanical or Zoological Garden
9. Cemetery/Mausoleum
10. Other Designated Community Open Space Area
11. Livestock Facility (except commercial meat production centers)
12. General Agricultural Activities (i.e.) general row crop production, free range Livestock, etc.
13. Forest Production – Including Christmas Trees
14. Fish Hatchery or Preserve

**CONDITIONAL USES:**

1. Temporary Dependent Care Residences
2. Temporary emergency, construction, and repair residence
3. Home Occupation
4. Bed and Breakfast
5. Commercial
6. Gasoline Service Station
7. Convenience Store with Fuel
8. Convenience Store without Fuel
9. Private or Commercial Horse Stables
10. Recycling Facilities, Convenience Centers and Resource Recovery Facilities
11. Wireless Communication Towers (i.e. Cellular Communications)

**USES REQUIRING REVIEW BY THE PC:**

1. Elementary or Secondary School
2. College, University or Professional School
3. Library
4. Police Station
5. Fire Station
6. Ambulance Service/Rescue Squad
7. United States Postal Service Facility
8. Electricity, Water, Sewer, and Petroleum Distribution/Collection Facilities and Services

**SPECIAL EXCEPTION USES:**

1. *Recycling Facilities, Convenience Centers and Resource Recovery Facilities*

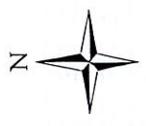


# Exhibit 6

RZ-014-025  
Tree Tops  
Zoning Map

Subject Property

Subject Property



Lancaster County  
South Carolina

Map prepared by the Planning Department, Lancaster County, South Carolina. The map is for informational purposes only and does not constitute a contract or warranty. The map is subject to change without notice. The map is not to be used for any other purpose without the express written consent of the Planning Department.

# Exhibit 7



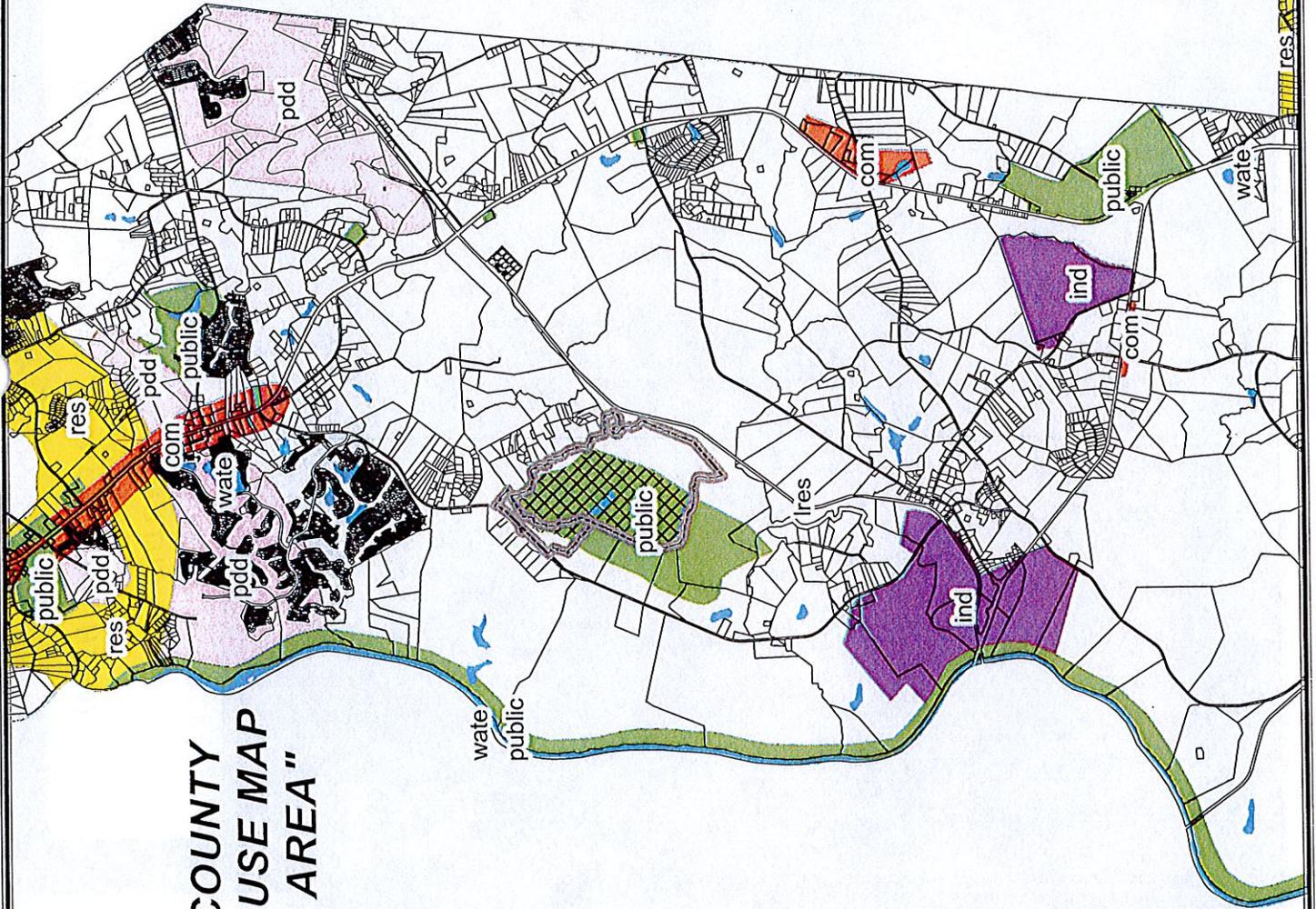
**Legend**

- Subject Properties (Tree-Tops)
- Tree-Tops Public (Future Land Use Map)
- County Parcels
- Future Land Use

**LUSE**

- res
- lres
- com
- ind
- pdd
- public
- wate

5,250 2,625 0 5,250 Feet



## LANCASTER COUNTY FUTURE LAND USE MAP "PANHANDLE AREA"



**DISCLAIMER**

LANCASTER COUNTY MAKES NO WARRANTY EXPRESSED OR IMPLIED, REGARDING THE USE OF DATA CONTAINED WITHIN THIS DOCUMENT, NOR DOES THE ACT OF DISTRIBUTION CONSTITUTE OR IMPLY ANY SUCH WARRANTY. DISTRIBUTION OF THIS DOCUMENT IS INTENDED FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AUTHORITATIVE OR ACCEPTABLE FOR ANY ENGINEERING, LEGAL, AND OTHER SITE-SPECIFIC USES OR ANALYSES.

# Exhibit 8



**Legend**

- Subject Properties (Tree-Tops)
- Tree-Tops Public (Future Land Use Map)
- County Parcels
- Future Land Use

**LUSE**

- res
- lres
- com
- ind
- pdd
- public
- wate

County Roads



**LANCASTER COUNTY  
FUTURE LAND USE MAP  
"PANHANDLE AREA"  
(WITH TRANSPARENT LAND USE LAYER)**

**DISCLAIMER**

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**DA-014-008 – Lennar Carolinas, LLC (The Preserve at Tree Tops) has submitted an application to enter into a development agreement with Lancaster County. The site is located at 9070 Van Wyck Road (Tax Map 19, Parcel 33 and Tax Map 22, Parcel 7). The site contains a total of 622.48 acres. The development uses proposed on the property are single-family residential. The zoning of the property is Planned Development District (PDD-6), Tree Tops.**

Alex Moore

{Public Hearing} pgs. 59-90

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## Planning Staff Report

### **I. Facts**

#### **A. General Information**

- Lennar Carolinas, LLC (The Preserve at Tree Tops) has submitted an application to enter into a development agreement with Lancaster County. The site is located at 9070 Van Wyck Road (Tax Map 19, Parcel 33 and Tax Map 22, Parcel 7). The site contains a total of 622.48 acres. The development uses proposed on the property are single-family residential. The zoning of the property is Planned Development District (PDD) – 6, Tree Tops.

The plan is to develop the site with +/- 800 to 850 single-family lots. Under this development agreement, The Preserve at Tree Tops (Lennar Carolinas, LLC) would be vested for ten years.

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

#### **TEXT:**

See Attached Document – Exhibit 4

### **II. Findings**

The attached document has been reviewed by Steve Willis, County Administrator, Mike Ey from McNair Law Firm, Morris Russell, Emergency Management and Fire Service; Jeff Catoe, Public Works Director, Kenneth Cauthen, Zoning Administrator, Clay Catoe, EMS and Penelope G. Karagounis, Lancaster County Planning Director.

From our staff department head meeting review of the development agreement, we came to the conclusion to also invite in the future the Sheriff Barry Faile and Hal Hiott, Public Works Director.

#### **Exhibits:**

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

**Memo**

**To:** Lancaster County Planning Commission

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

**Date:** October 2, 2014

**Re:** Development Agreement Staff Recommendations for the Preserve at Tree Tops

**Message:**

On Tuesday, September 28, 2014, County staff met to discuss recommendations for the Preserve at Tree Tops by Lennar. Steve Willis, County Administrator; Morris Russell, Emergency Management and Fire Service; Jeff Catoe, Public Works Director, Kenneth Cauthen, Zoning Administrator, Clay Catoe, EMS and myself attended the meeting. Mr. Mike Ey was not able to attend but submitted his comments.

**Steve Willis Comments:**

He is looking for public uses that can be built on the site. For example, donation of land for a school site, EMS station site, recycling center site, or Public Works stock yard for storing gravel, sand, pipe, etc. The Tree Tops parcel acreage is on both sides of Van Wyck Road and only one side of Van Wyck Road is what the Preserve at Tree Tops is currently planned for development.

Will this development have a community center as an amenity? If so, we need to think about configuration as a polling place for every 2 years. Would the developer be interested in agreeing some terms in the development agreement?

**Clay Catoe's Comments:**

We continue to have a large increase in our call volume on the north end of our county. More housing developments mean more call volume and we have difficulty now keeping up. At times I have forced to pull two units from the city to cover call volume on the north end. Sometimes we do not have enough units to cover the north end as well as other locations and are forced to call for assistance across state and county lines.

Council. The proposed adjustments are automatically approved sixty (60) days from receipt. In all other development agreements, language has been included that qualified the automatic approval with the following or similar language: "unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period." This language should be included in the development agreement.

- Sec. 2.01. Representations and Warranties of County. Is the proposed development consistent with the County's comprehensive plan? State law requires a development agreement to include a finding that the proposed development is consistent with the County's comprehensive plan and land development regulations.
- Sec. 3.01A. Road Widths. This section concerning road widths is no longer needed because of the passage of Ordinance No. 2014-1285. The section should be deleted.
- Sec. 3.01(F). Vested Right to Develop. Are there any ordinances that are in the "pipeline", other than the proposed ordinance concerning financial guarantees for infrastructure installation, that the County will want to apply to the property? If so, those ordinances should be specifically identified.
- Sec. 4.01A. Payment. This section provides for a \$500 payment per residential unit for schools. Developer seeks to limit the payment to units that are not age restricted. The language needs to be conformed to language being used in the most recent development agreements (Barber Rock South and Reserve at Barber Rock). The School Payment would be set at \$437,500 (875 units x \$500) and would be due the earlier of either approximately one year from the date of the development agreement or the closing on the sale of any portion of the development. Similar arguments concerning age restricted units were made by the developer for the M / I Homes development, but those arguments were rejected.
- Section 4.01B. Funds for Public Safety. The Developer proposes a Public Safety Payment of \$500,000. The most recent development agreements (Barber Rock South and Reserve at Barber Rock) have set the Public Safety Payment at \$1000 per residential unit. The Public Safety Payment should be set in the same manner as the most recent development agreements -- \$875,000 (875 x \$1000).

**Morris Russell's Comments:**

Section 3.01A. Road Widths: Fire Rescue is in agreement with the 22' roadway width. The developer should also be aware that mid-block fire hydrants require a 26' roadway width that forms a pull off area on roads less than 26'. The area must be 20' before the hydrant and 20' after the hydrant for a total length of 40'. This requirement does not apply to hydrants located at intersections and at the end of cul-de-sacs.

Section 4.01B. Funds for Public Safety: Fire Rescue is not in agreement with the figure of \$500,000.00 as an upfront fee as part of this development agreement. It is our contention, this figure should be much higher allowing the Fire District along with other emergency response agencies the ability to begin infrastructure and equipment acquisition, preparing it to adequately respond as the development completes.

Section 4.04 I. Infrastructure and Services, Fire Services: Fire Rescue feels that it is imperative that this development be assessed a Fire Fee that is based on roof tops for residential structures and a square footage formula for commercial structures. This is the first development in the Charlotte Road/Van Wyck Fire District and this agreement must lay the groundwork for future development agreements that will surely be coming in the future as development moves down the Panhandle of the county. If a fee is not implemented as it was in Indian Land, Charlotte Road/Van Wyck FD will never be able to recover nor will it be able to provide the level of service new residents will demand. A \$75 fee should be implemented as part of this development agreement and continue forward in perpetuity allowing the fire department the ability to advance with infrastructure and ultimately manpower.

**Penelope G. Karagounis' Comments:**

The overall development of this site is approximately 622.48 acres and is located on 9070 Van Wyck Road, Lancaster, South Carolina (Tax Map #22, Parcel 7 and Tax Map #19, Parcel 33). The rezoning application was filed by Lennar and has attached a bubble plan for the property consisting of approximately 800 to 850 single-family dwelling units. The property is currently zoned at PDD-6, Tree Tops and the applicant is requesting to rezone the properties to R-30P, Low Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District. The development schedule in the development agreement proposes 875 single family units. There is a discrepancy between the proposed residential units. Clarification is needed. The development of this site will increase the need for a new EMS/Fire Station. The roads in this development will be private. If the community becomes a gated community, they must meet the County's Ordinance for gated communities. The Fire Marshal is in charge

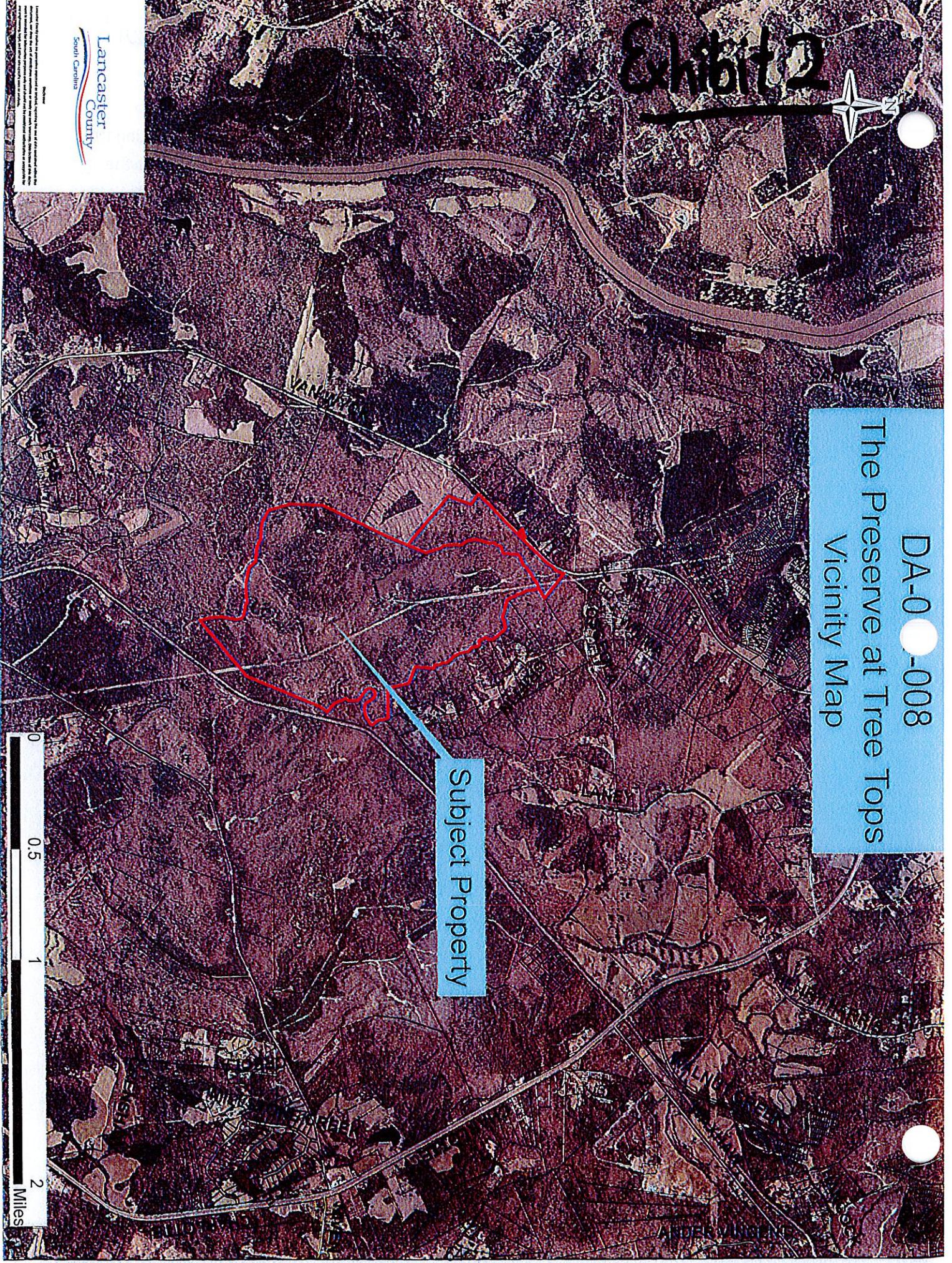
of reviewing the Knox-box ordinance. We would also encourage the developer to preserve existing R-O-W for the future Dave Lyle Boulevard Extension. A suggestion for the 112.60 acres of primary conservation area is for the acreage to be donated to the Katawba Valley Land Trust.

Primary Conservation Area – 112.60 AC +/-
Open Space Percentage (25%) – 127.47 AC +/-
Total Required Open Space – 240.07 AC +/-
Additional Open Space – 145 AC +/-
Total Open Space Provided – 385.07 AC +/-
Developed Area – 234 AC +/-

Exhibit 2

DA-0-008  
The Preserve at Tree Tops  
Vicinity Map

Subject Property



Development Agreement Process

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

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

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

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

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



**Lancaster County**

# Memo

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

(Via Hand Delivery and Email)

**From:** Debbie C. Hardin, Clerk to Council

**Date:** 9-22-14

**Re:** Proposed Development Agreement for Preserve at Tree Tops Site/Lennar Carolinas, LLC

---

I received today, the attached application for a Development Agreement for Tree Tops Site/Lennar Carolinas, LLC.

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

Also, as per Section 10 of Ordinance 663, the developer will submit a check in the amount of \$5,850, a fee to defray the cost of expenses incurred by the County in review and consideration of the proposed agreement. The check has been forwarded to Veronica Thompson for deposit. Any unused fee shall be returned to the developer within six months of the County's disposition of the proposed agreement.

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

Thank you

For Planning Commission Review and Recommendation  
at its

\_\_\_\_\_ Meeting

Draft Agreement

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

STATE OF SOUTH CAROLINA            )     DEVELOPMENT AGREEMENT  
  )       
COUNTY OF LANCASTER                )     PRESERVE AT TREE TOPS

This ~~DEVELOPMENT AGREEMENT~~ (the "Agreement") is made and entered into as of the \_\_\_\_ day of [DATE OF THIRD READING APPROVAL], 2014 ("Agreement Date"), by and among LENNAR CAROLINAS, LLC, a Delaware limited liability company ("Developer"), and the COUNTY OF LANCASTER (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

**RECITALS**

**WHEREAS**, Developer has obtained the right to acquire certain real property consisting of approximately six hundred twenty-two and 48/100 (622.48) acres, more or less, located in the County and known as the Preserve at Tree Tops development and more fully described in Section 1.04 of this Agreement ("Property").

**WHEREAS**, Developer has submitted an application to the County requesting that the Property be rezoned to R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

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

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be zoned R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District for the duration of this Agreement; (2) that upon receipt of Developer's development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

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

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

## ARTICLE I

### GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means      [DATE OF THIRD READING APPROVAL]     , 2014.

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

(4) "County Council" means the governing body of the County.

(5) "Developer" means Lennar Carolinas, LLC, a Delaware limited liability company, and its successors in title to the Property who undertake development of the Property or who are transferred Development Rights.

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

(7) Reserved.

(8) "Laws and Land Development Regulations" means the County's applicable rules and regulations governing development of real property as set forth on Exhibit E hereto.

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

(10) "Ordinance No. 2014-\_\_\_\_" means Ordinance No. 2014-\_\_\_\_ of the County zoning the Property R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

(11) Reserved.

(12) "Ordinance No. 2014-\_\_\_\_" means Ordinance No. 2014-\_\_\_\_ of the County approving this Agreement.

(13) Reserved.

(14) "Parties" means County and Developer.

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

(16) Reserved.

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

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

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

**Section 1.04. Property.** This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as the Preserve at Tree Tops development (the "Development").

**Section 1.05. Zoning.** The Property is zoned R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District pursuant to Ordinance No. 2014-\_\_\_\_.

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

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

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

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

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

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

**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, except as expressly stated to the contrary in this Agreement.

(B) Except for (1) the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and (2) the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

(C) Subject to the provisions of Section 3.05 of this Agreement, Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property when Developer acquires title to or development rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement

**Section 1.10. Term.** The term of this Agreement commences on the Agreement Date and terminates ten (10) years thereafter.

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

(C) The County represents that prior to the final reading of Ordinance No. 2014-\_\_\_\_ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

**Section 2.02. Representations and Warranties of Developer.** (A) Developer represents that the number of acres of highland contained in the Property is more than two hundred and fifty (250).

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

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

## ARTICLE III

### DEVELOPMENT RIGHTS

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

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety,

shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2014-\_\_\_\_, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

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

**Section 3.01A. Road Widths.** Notwithstanding the provisions of Section 26-61 of the Lancaster County Code of Ordinances, the standard for pavement width for local (closed drainage) and local (open drainage) roads in the Preserve at Tree Tops development is twenty-two feet (22').

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

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

- (1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development of the Property as set forth in this Agreement;
- (2) the laws are essential to the public health, safety, or welfare and the laws expressly state that they apply to the Development that is subject to this Agreement;
- (3) the laws are specifically anticipated and provided for in this Agreement;

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

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

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the development of the Property.

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

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

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

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

**Section 3.05. Transfer of Development Rights.** Developer may, at its sole discretion, transfer its Development Rights to other developers (each an “Acquiring Developer”). 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, whereupon the transferring Developer shall be relieved from any and all obligations assumed by the Acquiring Developer first arising as of the date of such transfer. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot,

who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

## ARTICLE IV

### DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

**Section 4.01A. Payment.** The Development shall be age restricted such that not less than fifty percent (50%) of the residential dwellings constructed within the Development shall be owned and occupied by at least one resident who is at least fifty-five (55) years of age and has no permanent resident living in the dwelling who is under the age of nineteen (19). With respect to the portions of the Development within the Property that are not age restricted as set forth in the preceding sentence, if any, Developer agrees to pay to the County for the benefit of the Lancaster County School District the sum of Five Hundred and No/100 dollars (\$500.00) for each unrestricted residential dwelling unit (the "School Payment"). Except as otherwise provided in this section, from the Agreement Date until the end of the Term of this Agreement, the School Payment, if applicable, shall be due and payable at the same time that the County building permit fees for such unrestricted lot are due and payable. Payment of the School Payment is a condition for the issuance of a building permit. The School Payment is separate and distinct from any fees or amounts payable to the County for a building permit. Monies received from the School Payment shall be remitted by the County to the Lancaster County School District by the end of the month following the month in which the School Payment is received by the County. Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment.

**Section 4.01B. Funds for Public Safety.** Developer agrees to pay County the sum of five hundred thousand dollars (\$500,000.00) by July 1, 2015 to be used for public safety purposes (the "Public Safety Payment"). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is in the discretion of the County Council.

**Section 4.02.** Intentionally deleted.

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

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

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

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

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

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

(2)(a) Developer is responsible for all construction and maintenance, and the costs thereof, associated with the roads within the Property. Developer may transfer the ownership of

the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(b) In addition to meeting any other applicable requirement in the UDO, Developer agrees to install an asphalt overlay on Van Wyck Road from its intersection with U.S. 521 to the southern end of the Property or to work with the South Carolina Department of Transportation to install the asphalt overlay with Developer contributing up to three hundred fifty thousand dollars (\$350,000) in upgrades to Van Wyck Road. If the asphalt overlay has not been installed by July 1, 2017, then Developer shall pay to County three hundred fifty thousand dollars (\$350,000) to be held by County for payment to the South Carolina Department of Transportation to offset part or all of the costs of upgrading Van Wyck Road.

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

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

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

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

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

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

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

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

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

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

**(I) Fire Services.** The Property is located in the Charlotte Road – Van Wyck Road Fire Department service area and fire services will be provided by the Charlotte Road – Van Wyck Road Fire Department, or its successor entities. Developer acknowledges that the Charlotte Road – Van Wyck Fire Department provides services by the use of volunteers.

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

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

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

## ARTICLE V

### MISCELLANEOUS

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

the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

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

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

And to Developer: Lennar Carolinas, LLC  
Attn: Jon S. Hardy  
11230 Carmel Commons Blvd  
Charlotte, NC 28226

With a Copy to: Lennar Homes, LLC  
Attn: Mark Sustana, General Counsel  
700 NW 107<sup>th</sup> Ave  
Miami, FL 33172

With a Copy to: Schell Bray, PLLC  
Attn: Holly H. Alderman  
100 Europa Drive, Suite 271  
Chapel Hill, NC 27517

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

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

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or

precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

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

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

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

**Section 5.05. Enforcement.** The Parties shall each have the right to enforce the terms, provisions and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement, but in no event shall either Party be entitled to recover special damages, consequential damages or punitive damages

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

**Section 5.07. Recording of Agreement.** The Parties agree that Developer shall record this Agreement with the County Register of Deeds within fourteen (14) days of the later of (a) the date of execution of this Agreement; and (b) the date Developer acquires fee simple title to the Property.

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

**Section 5.09. Effect of Annexation and Incorporation.** The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or is annexed into a municipality. The Parties acknowledge that upon

incorporation or annexation the application and duration of this Agreement is controlled by Section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below found.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER:

Lennar Carolinas, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY:

COUNTY OF LANCASTER,  
SOUTH CAROLINA

By: \_\_\_\_\_  
Larry McCullough, Chair, County Council

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jack Estridge, Secretary, County Council

Date: \_\_\_\_\_

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 Lennar Carolinas, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

\_\_\_\_\_  
First Witness Signs Again Here

Seal

SWORN to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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.

\_\_\_\_\_  
First Witness Signs Again Here

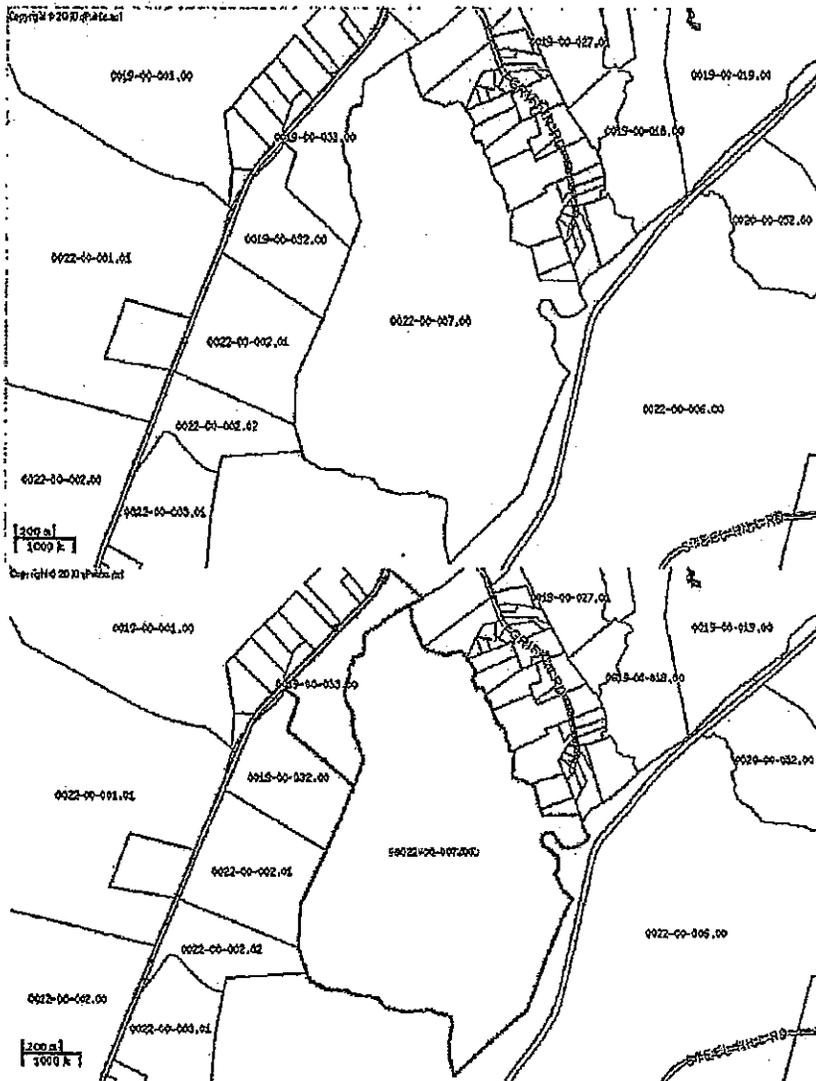
Seal

SWORN to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public Signs AS NOTARY  
Notary Public for the State of South Carolina  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

Parcel # 0022-00-007 54.5 acres  
Parcel # 0019-00-033 77.48 acres



**Exhibit B**

**THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.**

**(NOT APPLICABLE)**

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

<u>Years</u>	<u>Residential lots</u>
1	75 units
2	100 units
3	100 units
4	100 units
5	100 units
6	100 units
7	100 units
8	100 units
9	<u>100 units</u>
Total	875 units

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

**NOTE:** County and Developer acknowledge that development of the Property is limited to 875 residential units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Thompson Child & Family Focus, a North Carolina not-for-profit corporation, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Ordinance No. 2014-\_\_\_\_ zoning the Property R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.
2. Ordinance No. 2014-\_\_\_\_, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**RZ-014-026 – Rezoning application of Kevin Varnadore to  
rezone ±0.5 acre from R-15, Moderate Density  
Residential/Agricultural District, to R-15D, Moderate  
Density Residential/Manufactured Housing/Agricultural  
District. The applicant proposes to place a double wide  
manufactured home on the property.  
{Public Hearing} pgs. 91-109  
Tax Map 87A, Block B, Parcel 4**

Andy Rowe

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Andy Rowe

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## PLANNING STAFF REPORT

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### I. Facts

#### A. General Information

*Proposal:* Rezoning application of Kevin Varnadore to rezone ±0.5 acre from R-15, Moderate Density Residential/Agricultural District, to R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District. The applicant proposes to place a double wide manufactured home on the property.

*Property Location:* The property is located at 1675 Hillcrest Ave, Lancaster County, South Carolina.

*Legal Description:* Tax Map 87A, Block B, Parcel 4.

*Zoning Classification:* Current: R-15, Moderate Density Residential/Agricultural District, to R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District.

***Voting District:* District 5, Steve Harper**

#### B. Site Information

*Site Description:* A single-family house formerly occupied the property, but it is currently an open vacant lot.

#### C. Vicinity Data

*Surrounding Conditions:* The property is surrounded by R-15, Moderate Density Residential/Agricultural District. Two existing manufactured homes neighbor the subject property and an additional six manufactured homes are within 500ft.

#### Exhibits

1. Rezoning Application
2. Location Map/Tax Parcel Map
3. Future Land Use Map
4. Vicinity of Current Manufactured Homes
5. Tax Inquiry Sheet
6. UDO – Section: 2.1.1 Residential Districts Established and Section 4.1.12 Manufactured Homes
7. Table of Uses

### II. Findings

### **Code Considerations:**

**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.

**The R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District**, contains the same regulations contained in the R-15 district except for the following: 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). 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.

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.

### **III. Conclusions:**

The facts and findings of this report show that the property is designated as R-15, Moderate Density Residential/Agricultural District on the zoning map. The Future Land Use Map identifies this property as residential, but does not distinguish between site built homes and manufactured homes. Two existing manufactured homes neighbor the subject property and an additional six manufactured homes are within 500ft.

### **IV. Recommendation:**

It is therefore the recommendation of the planning staff that the rezoning request for the property **DENIED**.

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		
Application No. <u>RZ-014-026</u>	Date Received <u>9-10-14</u>	Fee Paid <input checked="" type="checkbox"/>

1. The application is for amendment to the: (check one)

District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)

Ordinance Text (fill in items # 8 & 9 only)

2. Give either exact address or tax map reference to property for which a district boundary change is requested. 0087A-0B-009.00

3. How is this property presently designated on the map? R-15

4. How is the property presently being used? Vacant Lot

5. What new designation or map change do you propose for this property? R-15D

6. What new use do you propose for the property? To Place a Double wide M<sup>fr</sup> Home.

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

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

\_\_\_\_\_

8. If this involves a change in the Ordinance text, what section or sections will be affected? \_\_\_\_\_

N/A

9. Explanation of and reasons for proposed change: To Place a Doublewide

manufactured Home on Lot, will convert to Real property

(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)

Kevin B. Vasundara

ADDRESS:

2079 Somerset Cds

Mt. Pleasant SC 29469

Phone:

843-478-0900

  
SIGNATURE



## NOTICE OF ENTRY UPON LAND

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

This notice is dated 9/10/2014 and serves as written notice to the owner of record of the following property: 0087A - 0B - 004.00 1675 Hillsview Ave (the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

### ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

Kevin B. Varnado  
Signature

Kevin B. Varnado  
Printed Name

9/10/2014  
Date

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

\_\_\_\_\_  
Planning Director or Authorized Person Signature

\_\_\_\_\_  
Planning Director or Authorized Person Printed Name

\_\_\_\_\_  
Date

Exhibit 1

DEED DRAWN BY TRIMNAL & MYERS, LLC

LANCASTER COUNTY ASSESSOR  
Tax Map:  
0087A 0B 004 00

2014002660

DEED	
RECORDING FEES	\$10.00
STATE TAX	\$10.40
COUNTY TAX	\$4.40
PRESENTED & RECORDED:	
02-28-2014	01:53 PM
JOHN LANE	
REGISTER OF DEEDS	
LANCASTER COUNTY, SC	
By: CANDICE PHILLIPS DEPUTY	
BK: DEED 784	
PG: 17-18	

State of SOUTH CAROLINA )

TITLE TO REAL

County of LANCASTER )

Know All Men by These Presents, That

Tony L. Ackerman and Teresa M. Ackerman

hereinafter referred to as grantor for and in consideration of the sum of Four Thousand and no/100ths (\$4,000.00) Dollars-----

to grantor paid by

Kevin B. Varnadore  
2079 Somerton Court  
Mt. Pleasant, SC 29464

RECORDED THIS 5th DAY  
OF MARCH, 2014  
IN BOOK 2014 PAGE A-1

*Cheryl H. Morgan*  
Auditor, Lancaster County, SC

hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

All that piece, parcel or lot of land with improvements thereon, consisting of a five room house, fronting 128.9 feet on the easterly line of Hillcrest Avenue, just northwest of its junction with Converse Street, in Poovey Farm South, Lancaster County, South Carolina, having courses and distances as follows: beginning at a point in the easterly line of Hillcrest Avenue which point lies N 7 - 11 W 131.3 feet and N 13 28 W 132.6 feet from the northeasterly corner of the junction of Hillcrest Avenue and Converse Street; thence N 73 - 35 E 160.6 feet; thence N 15 - 08 W 128.6; thence S 73 - 37 W 172 feet to the point in the easterly line of Hillcrest Avenue; thence south S 23 - 04 E 24 feet and S 19 - 34 E 104.0 feet to the point of beginning, containing 0.49 acre more or less; the same being Lot Number 4 in Block D on map of said area, prepared November 1954 and recorded in Plat Book 7 at Page 152 in the Register of Deeds Office for Lancaster County, South Carolina.

Being the property conveyed to Tony L. Ackerman and Teresa M. Ackerman by Deed recorded December 27, 2000 in Deed Book 104 Page 39 in the Register of Deeds Office for Lancaster County, South Carolina.

For reference only: TAM# 87A-B-4.00

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

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

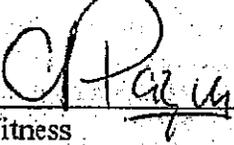
Exhibit 1

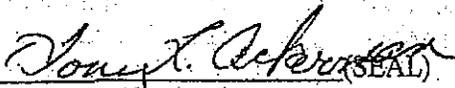
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors and Assigns forever.

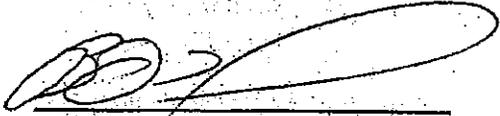
And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 27 day of February, 2014, and in the two hundred and thirty eighth of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered  
in the Presence of

  
\_\_\_\_\_  
Witness

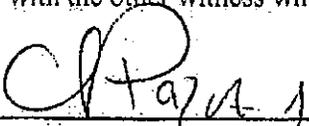
  
\_\_\_\_\_  
Tony L. Ackerman

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Teresa M. Ackerman

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF LANCASTER    )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and as Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

  
\_\_\_\_\_  
Witness

SWORN to before me this 27  
day of February, 2014

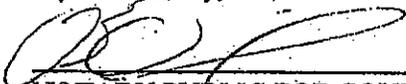
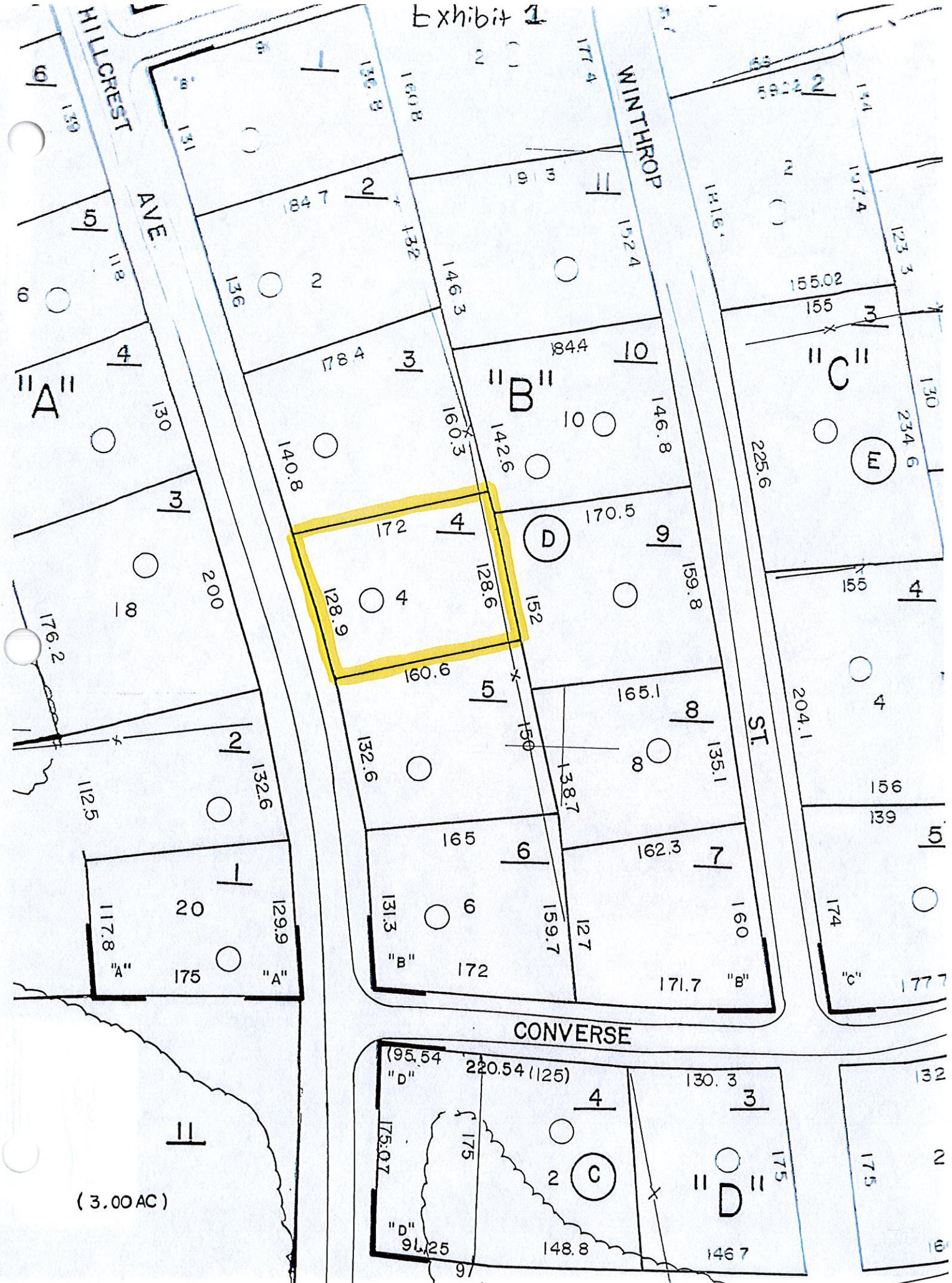
  
\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: Sept 26 2020

Exhibit 1



(3.00 AC)

CONVERSE

WINTHROP

HILLCREST AVE

ST

"A"

"B"

"C"

"D"

"C"

"D"

"D"

"C"

"D"

"D"

"C"

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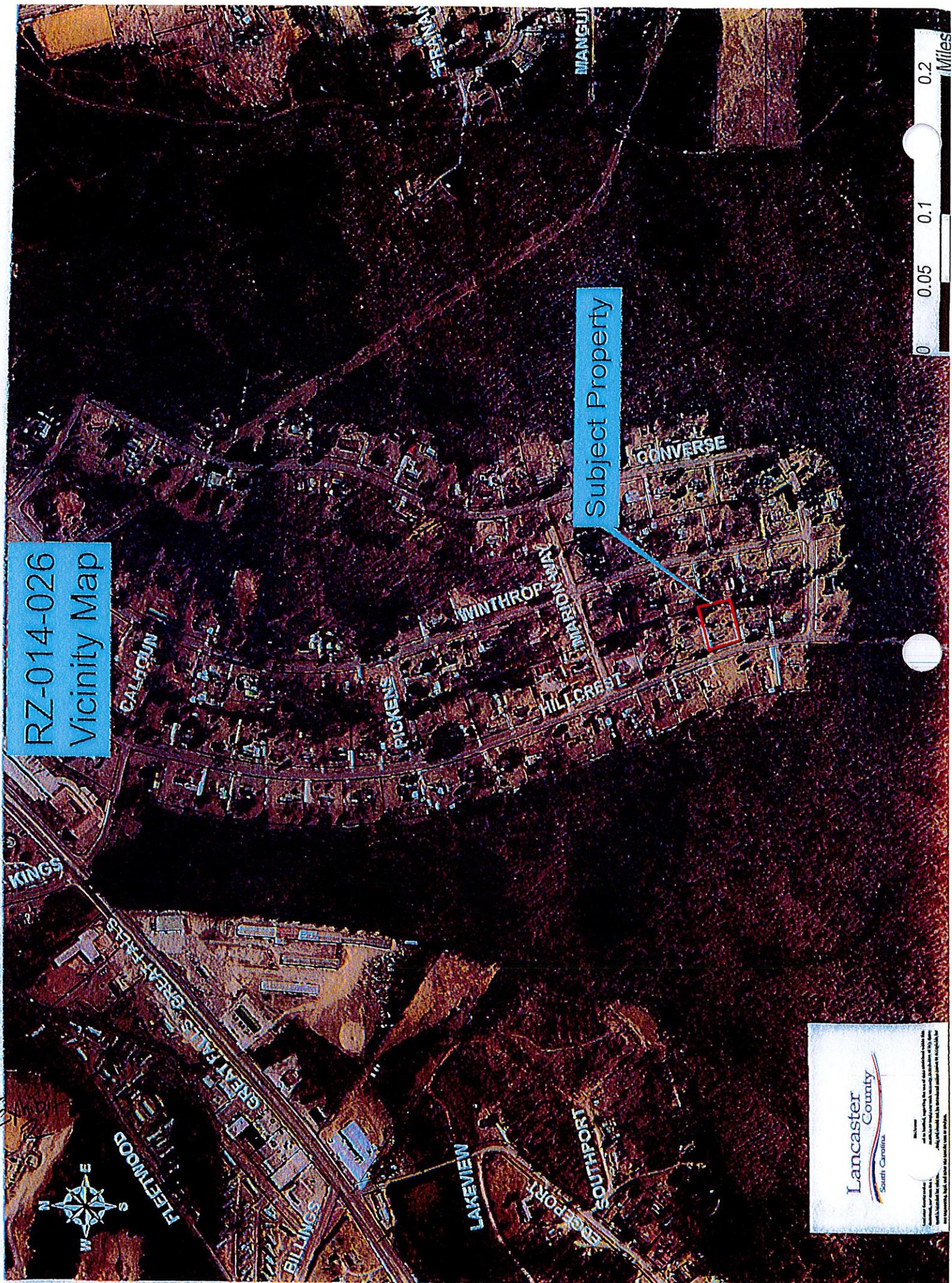
RZ-014-026  
Vicinity Map

Subject Property



Lancaster County  
South Carolina

© 2014 Lancaster County, South Carolina. All rights reserved. This map is provided for informational purposes only. It is not intended to be used as a legal document. The information on this map is subject to change without notice. For more information, please contact the Planning and Zoning Department at (803) 781-1234.



# Exhibit 2



Lancaster County Assessor			
Parcel: 0087A-OB-004.00 Acres: 128			
Name:	VARNADORE KEVIN B	Land Value	\$11,500.00
Site:	1675 HILLCREST AVE	Improvement Val	\$0.00
Sale:	\$54,000 on 02-2014 Vacant= Qual=1	Accessory Value	\$0.00
Mail:	2079 SOMERTON CT	Total Value	\$11,500.00
	MT PLEASANT, SC 29464		



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: 09/23/14 : 14:25:02



Residential

Residential



# RZ-014-026 Future Land Use Map

Subject Property

CONVERSE

WINTHROP

MARION WAY

PICKENS

HILLCREST

Residential

Residential

Commercial

Commercial

Commercial

Residential

Residential

FLEETWOOD

SOUTH 300 PARK

BILLINGS

GREAT FALLS

EDGEPORT

SOUTHPORT

LAKEVIEW

100

**Lancaster County**  
South Carolina

Responsible for the accuracy of the information on this map. The County is not responsible for any errors or omissions. The County is not responsible for any damages or liabilities arising from the use of this map. The County is not responsible for any changes in the information on this map. The County is not responsible for any costs or expenses incurred in the preparation of this map.

RZ-014-026

Mobile Homes (6)  
± 500 ft. from subject property

Existing Mobile Home  
± 40ft from  
Subject Property

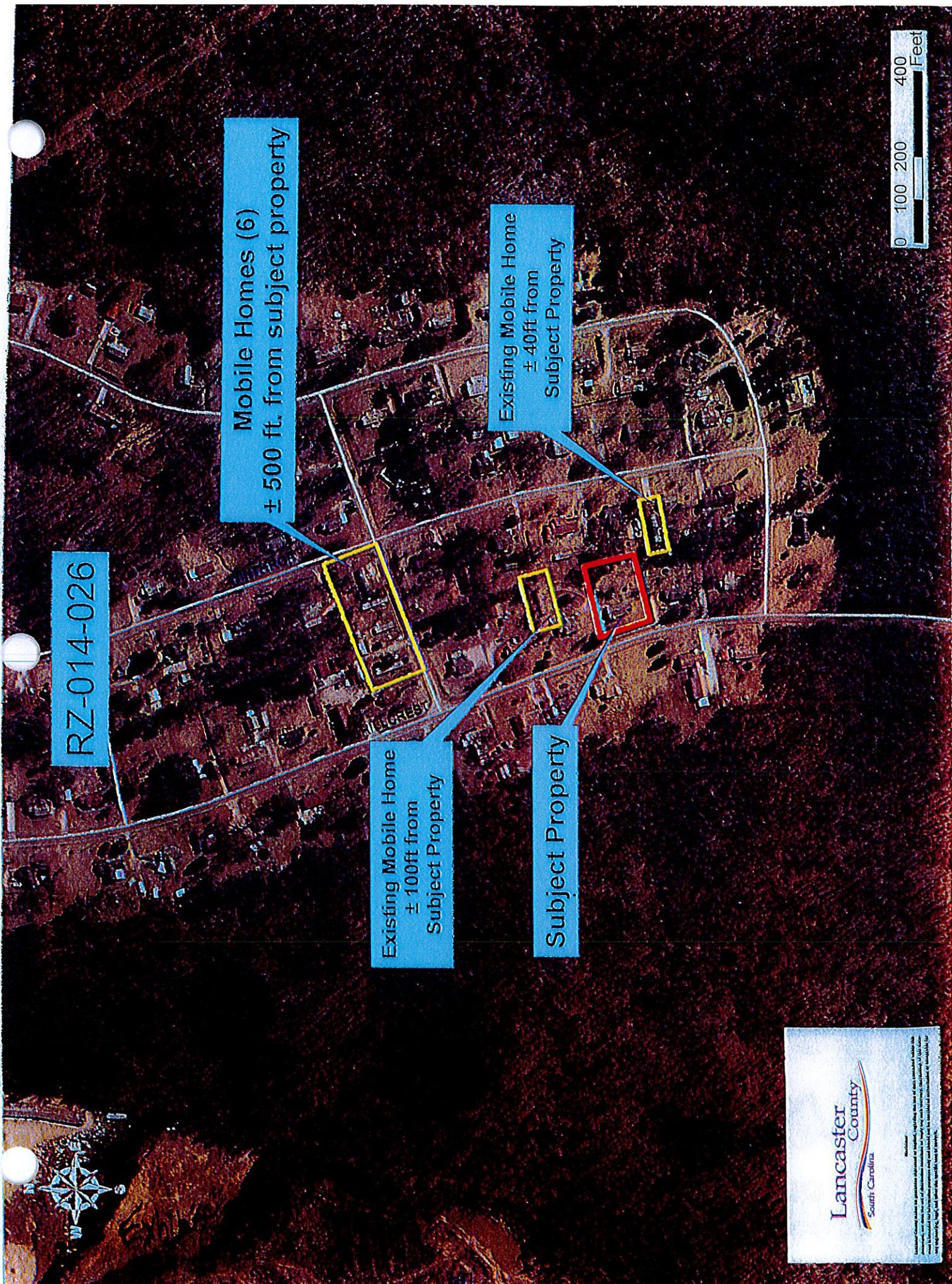
Existing Mobile Home  
± 100ft from  
Subject Property

Subject Property



**Lancaster County**  
South Carolina

Lancaster County Office is prepared to provide information regarding the information contained in this report. It is not intended to constitute an offer of insurance or any other financial product. For more information, please contact your insurance agent.



Add Mod Del Save Cancel  
 Indexed By  Parcel ID  Card #

**M Parcel ID:** 0087A-0B-004.00

Account: 16928  
 Sticker #:   
 Location: 1675 HILLCREST AVE Lancaster  
 Land Use: NLM - LandOnly  
 Owner #1: VARINADORE, KEVIN B  
 Card: 1/1  
 District: 01 - County  
 Ent: Parcel Area: 128 - FF  
 Neigh: 29 - 29  
 Own Type:

**Market Adj Value**

Calc. Land Area: 128,000  
 Full Market Value: 11,500

**Year 2013**

Legal Description: 128.9X172X128.6X160.  
 11,500

**Building Value:**

Yard Items: 11,500  
 Land Value: 11,500  
 Total Value: 690  
 Assessed Value: 11,500  
 Capped Total:

Reval / Market 03

**Sales Information**

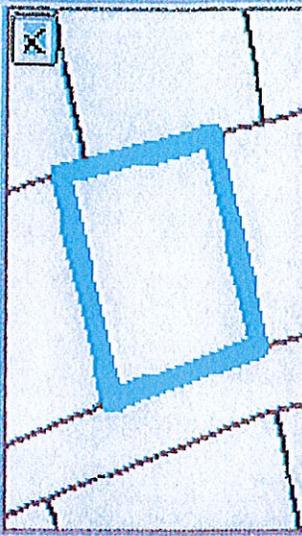
Grantor: ACKERMAN, TONY LEE  
 Sale Price: 4,000  
 Sale Date: 2/27/2014  
 Legal Ref: 784-17  
 Validity: 1  
 Sold Vacant: No

**Narrative Description**

This Parcel contains 128 FF of land mainly classified as LandOnly.



No Picture Available



No Sketch Available

Office Notes  Notes

Add Mod Del Save Cancel  
 Indexed By Parcel ID Card #

Parcel ID: 0087A-08-004.00 Card: 1 of 1 Location: 1675 HILLCREST AVE Lancaster Cost - \$11,500

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

#	Title	Last Name	First Name	Res ex	% Own	Type
#1:		VARNADORE	KEVIN B			
#2:						
#3:						

Street #1: 2079 SOMERTON CT Home Phone:  
 Street #2: Cell Phone:  
 City/Town: MT PLEASANT Work Phone:  
 Province/State: SC Postal: 29464 Email:

Country: Account Type:  
 D.O.B.: MM/DD/YYYY Legal Reference: 784-17  
 Owner Occupied: Sale Date: 2/27/2014 Owner Lookup Number: 75416

Separate Bill:   
 Valid Owner:   
 Private Info:

Sales Exemptions More Owners Other Parties  
 Open 9/18/2014 9:50 AM Ownership Information 16928 QuickList

## Exhibit 6

**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.

### Section 4.1.12 Manufactured homes.

The setup, location, and movement of a manufactured home not in a manufactured home park shall meet the following requirements:

1. As used in this ordinance, the term "mobile home" or "manufactured home" shall be interpreted to mean a vehicle or structure that is designed to be movable on its own chassis for conveyance on public thoroughfares and designed without a permanent foundation. A manufactured home may consist of one or more components that can be disassembled for towing purposes or two or more units that can be towed separately, but designed to be attached as one (1) integral unit. All manufactured homes produced since June 15, 1976, must be inspected by the Department of Housing and Urban Development during the manufacturing process and display an emblem of approval on the manufactured home. No manufactured home produced before June 15, 1976, shall be brought into and located in the county. The manufactured home dimensions shall be a minimum of 32 feet in length and eight feet in width. Placement of this type of dwelling/residence on a permanent foundation does not constitute a change in its classification. For the purpose of this ordinance, a manufactured home used for business purposes or classrooms are subject to the requirements of subsection 6. of this section.
2. Scope and jurisdiction.
  - a. Sworn law enforcement personnel of the county shall assist the building and zoning department in the enforcement of all applicable requirements of this section and ordinance upon reasonable request and notification.
  - b. Upon notice from the building and zoning official, placement of a manufactured home contrary to the provisions of this section shall be immediately ceased. Such notice shall be in writing and shall be transmitted to the mover of the manufactured home in violation. Notice shall state the violation and the conditions under which the violation shall be corrected. Written notice shall be sufficient if mailed by registered mail, hand delivered, or accepted by an agent or relative of the owner of the manufactured home in violation.
  - c. It shall be unlawful for any public utility to provide service to any manufactured home where a permit is required under this ordinance prior to the issuance of required permit(s) or to maintain any such service upon notification by the building and zoning official that such violation was made against the provisions of this ordinance. This service restriction includes temporary connections for installation purposes.
3. Permit administration.
  - a. It shall be unlawful for any person to place a manufactured home on a lot without filing an application with the building and zoning department and obtaining the necessary permit. Each application for a permit shall be made on a form required by the building and zoning department. Part of this process includes a site inspection and a verification of the assigned 911 address. Such a permit shall be valid for six months from the day it is issued.
  - b. The building and zoning department shall make every reasonable effort to assist an applicant in completing the application forms; however, the applicant for such a permit is fully responsible for supplying and entering complete and accurate information on the application forms. If the application is deemed incomplete,

Exhibit v

inaccurate, or nonconforming to the provisions of this or other pertinent ordinances, the building and zoning department may reject such application in writing and indicate what action the applicant must take to comply with these regulations.

- c. Upon approval of a manufactured home permit involving placement, the building and zoning department shall issue a placement decal or card which shall be permanently affixed to the manufactured home by the owner. Upon approval of a manufactured home involving movement within or from Lancaster County, the building and zoning department shall issue a moving permit which shall be conspicuously displayed on the rear of the manufactured home while it is being moved.

#### 4. Permit fees.

- a. No permit shall be issued by the building and zoning department until the appropriate fee for the placement/setup/moving of any manufactured home or the appropriate fee for moving any manufactured home, out of the county, has been paid in full.
- b. When, as a result of incomplete applications, violations, or errors of permit holder/applicant, additional inspections must be performed, the permit holder/applicant shall pay an additional fee of \$25.00 for each additional inspection thereafter.
- c. Where any activity regulated by this ordinance is commenced prior to issuance of the required permits, the applicable permit fee shall be doubled.
- d. The Lancaster County School District shall be exempt from paying the fees established by this subsection only.
- e. If a manufactured home is located on a parcel without meeting all the regulations contained in this ordinance, then the mover of the manufactured home (not the property owner) shall be fined accordingly and it shall be the responsibility of the mover to correct the situation. Such a mover may also be fined for any other reason the building and zoning official believes is the responsibility of the mover.

#### 5. Requirements.

- a. Such structures shall be occupied as residences unless otherwise specified by this ordinance.
- b. One (1) manufactured home and one (1) single-family detached home shall be allowed to occupy the same lot provided one (1) of the homes shall be owner occupied and each home shall have separate and independent utility (i.e., electric, gas, water, sewer) facilities situated on a minimum lot size of 1.5 acres (65,340 square feet). One of the two (2) units shall be maintained as an owner occupied unit and only one (1) of these two (2) structures shall be a manufactured home. At no time shall both units become rental units.
- c. The manufactured home shall not be located within the required yard space of the single-family dwelling and at least 20 feet from the other dwelling or manufactured home.
- d. All tires and rims shall be removed from the manufactured home. The only exception to this requirement shall be for a manufactured home which is used for a temporary dependent care residence, or for a temporary emergency, construction or repair structure. To receive this exemption, the conditions for either a temporary dependent care residence or a temporary emergency, construction, or repair structure shall be met prior to any permits being issued.
- e.

Manufactured homes shall be supported, properly tied down and underpinned as specified by the Uniform Standards Code for Manufactured Housing and Regulations (SC Code Ann. Section 40-29-10 et seq., as amended) and (23 SC Code Ann. Regs. 19-425 et seq.).

The manufactured home shall be completely underpinned at the time the last inspection is conducted and prior to the final power permit being issued. If this is not complete, the certificate of completion shall not be issued by the building and zoning department.

Manufactured homes shall be oriented on the site so that the front door faces the road from which the site has its access. This requirement shall apply to all lots located in manufactured home parks and subdivisions.

Exception to the above is:

- f. Manufactured homes placed in the floodplain shall meet the floodplain ordinance requirements.
  - g. Properly constructed steps and landings with minimum dimensions of three (3) feet by three (3) feet of masonry or weather resistant material shall be installed at each entrance and exit (as per section 1012.1.6 or 1997 SBC). If a manufactured home is installed at a height that any portion of the land or deck is more than thirty (30) inches above finished grade, handrails and guardrails of weather resistant material must be provided with a minimum height of thirty-six (36) inches and no more than four (4) inches between pickets (as per 1997 SBC).
  - h. Manufactured homes shall be connected to properly installed sewage disposal systems, potable water supply, approved electric service supply as per the most recent edition of SCDHEC regulations, Standard Plumbing Code, National Electric Code, etc. All utilities shall be either overhead or underground.
  - i. All existing manufactured homes, including those that do not meet the formal definition of such, shall meet the requirements specified by this section within 180 days of the effective date of this ordinance.
  - j. Manufactured homes shall not be used for storage space.
  - k. Manufactured homes built prior to June 15, 1976 shall not be disconnected from power and then reconnected. Therefore, such manufactured homes shall not be moved from one site in the county to another.
6. Modular units as special occupancies.
- a. Modular units may be used for temporary offices provided the owner or lessee obtains a "temporary certificate of zoning compliance" and "certificate of occupancy" from the building and zoning department and is registered with the county. The placement and installation of modular homes for temporary use shall meet the requirements of such use as per the standard applicable codes or ordinances.
  - b. Provided the use or location does not violate provisions of this ordinance and the owner or lessee obtains a "certificate of occupancy" signed by the building and zoning department, a modular unit, intended and used as an office or other relevant approved use, may be used for said purposes and must be registered with Lancaster County and meet all applicable standard codes for use. Said use shall meet all applicable standard codes for occupancy.
  - c. A modular unit may be used as a classroom by a school or religious institution, provided it is registered with Lancaster County and meets all applicable requirements of the standard codes and ordinances of the county.

Exhibit 6

7. Moving permits required.
- a. Moving permits shall be filed on forms provided by the building and zoning department. The moving permit shall be issued when all taxes due on the manufactured home have been paid. The permit shall be valid for 15 days with an extension approved by the building and zoning department for just cause; however, any such extension shall not exceed 15 days.
  - b. The manufactured home moving permit shall accompany the manufactured home while it is being moved. The permit shall be displayed on the rear of the manufactured home in a conspicuous place. It shall be the duty of the transporter that the requested moving permit is properly displayed and accompanies the manufactured home while in transport.
  - c. A manufactured home dealer or other agency repossessing a manufactured home under a security agreement, or upon receipt of a legal repossession document from the principal of the security agreement, may move a manufactured home from where it is located and relocate it to a secure location within Lancaster County until a moving permit can be obtained, not to exceed 15 days. Under no circumstances shall the manufactured home leave the boundaries of the county until all taxes and other county liens are satisfied and a moving permit is issued.
  - d. When a dealer moves a manufactured home for rental purposes.
8. Permits not required.
- a. A manufactured home dealer brings a Class A or Class B manufactured home into Lancaster County for resale purposes. No Class C manufactured homes shall be allowed to be moved into and located in the county.
  - b. A manufactured home dealer delivers a manufactured home that is sold from the sales lot.

(Ord. No. 323, 2-1-99; Ord. No. 362, 1-31-00; Ord. No. 412, 12-18-00; Ord. No. 561, 8-25-03; Ord. No. 1023, 4-12-10; Ord. No. 1035, 6-7-10)

RESIDENTIAL R-15D / UPDATED 1/22/07

**USES PERMITTED:**

1. Site Built Single-Family Detached House
2. Modular Single-Family Detached House  
(Meets CABO Building Code)
3. Religious Institution
4. Telephone Communications Facilities
5. Park or Playground
6. Golf Course (public or membership)
7. Nature Preserve or Wildlife Sanctuary
8. Botanical or Zoological Garden
9. Cemetery/Mausoleum
10. Other Designated Community Open Space Area
11. Livestock Facility (except commercial meat production centers)
12. General Agricultural Activities (i.e.) general row crop production, free range Livestock, etc.
13. Forest Production – Including Christmas Trees

**CONDITIONAL USES:**

1. Double-Wide
2. Manufactured Home Subdivision
3. Primary Residence and Manufactured Home (provided one unit is owner occupied)
4. Temporary Dependent Care Residences
5. Temporary emergency, construction, and repair residence
6. Home Occupation
7. Private or Commercial Horse Stables
8. Recycling Facilities, Convenience Centers and Resource Recovery Facilities
9. Wireless Communication Towers (i.e. Cellular Communications)

**USES REQUIRING REVIEW BY THE PC:**

1. Elementary or Secondary School
2. College, University or Professional School
3. Library
4. Police Station
5. Fire Station
6. Ambulance Service/Rescue Squad
7. United States Postal Service Facility

**Please Note:**

**You will receive the completed document of the  
Lancaster County Comprehensive Plan 2014-2024  
Before the meeting on the 21<sup>st</sup>.**

**Thank You**