

LANCASTER COUNTY PLANNING COMMISSION

October 20, 2015
6:30 PM
Lancaster Co.
Adm. Bldg.,
Room 224
(803) 285-6005

Type of meeting:	General Business Meeting	Facilitator:	Planning Staff
Clerk:	Judy Barrineau		
Please read:	Agenda Packet		
Please bring:	Agenda Packet & UDO		
Call To Order		Chairman	
Roll Call		Chairman	
Approve Agenda		Chairman	
Citizen's Comments		Chairman	
Approval of Minutes – September 03, 2015 Workshop Minutes & September 15, 2015 Regular Minutes		Chairman	
Chairman’s Report - Welcome		Chairman	
Director’s Report – DRC Cases and UDO rewrite update		Penelope Karagounis	
RNC-015-022 – Road Name Change Application – W. Brown Ferry Rd. {Public Hearing} pgs. 1-9 TMS# 0104-00-006.00		Andy Rowe	
SD-015-006 – Essex Homes Southeast, LLC proposes to amend a vested plan approved by the Lancaster County Planning Commission on May 19 th , 2015. This vested plan is known as the RoseGlen Townhomes subdivision. The proposed subdivision consists of three tax parcels. The subdivision consists of ± 8.60 acres. The subject properties are located ± 220 feet northwest of the intersection of Highway 160 and Rosemont Drive. {Public Hearing} pgs. 10-30 TMS# 0006-00-084.00, 0006-00-084.01, 0006-00-0084.02		Alex Moore	
SD-015-009 – Preliminary Subdivision Plan Application of Ed Estridge (Sinacori Builders) - Covington. The proposed subdivision has partial frontage along the northern edge of Harrisburg Road (located ± 1.2 miles north of the intersection of Harrisburg Road and Elmsbrook Lane) and partial frontage along the southeastern edge of Barberville Road (located ± .35 mile southwest of the NC/SC state line) and consists of ± 165.57 acres. {Public Hearing} pgs. 31-96 TMS# 0003-00-040.02, 0003-00-040.04, 0003-00-040.06, 0003-00-040.09, 0004-00-001.00, 0004-00-0002.0, part of 0003-00-040.00 & part of 0003-00-040.13		Alex Moore	
Old Business: UDO Rewrite		Penelope Karagounis & Kara Drane	
New Business: The Cross-State Suspension Bridge		Penelope Karagounis	
New Business: RFATS Update		Penelope Karagounis	

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

Memo

To: Lancaster County Planning Commission Members

From: Penelope G. Karagounis, Lancaster County Planning Director 

Date: October 12, 2015

Re: Director's Report for the October 20, 2015 Planning Commission meeting

Message:

For the month of October we have three DRC cases. On October 13, 2015 we have a DRC meeting for Lineberger Construction Site and the RoseGlen proposed revision. On October 27, 2015, we will have a DRC meeting for the Allstar Cheerleading and Encounter Athletics.

The Avondale PDD-27 and the Avondale Development Agreement will be back on the agenda for the Lancaster County Planning Commission Workshop on Thursday, November 5, 2015 and for the Lancaster County Planning Commission Meeting with a public hearing scheduled on Thursday, November 17, 2015.

We would like to thank everyone who was able to attend the Community Workshop meetings for the UDO rewrite. We appreciate Mr. Charles Deese, Chairman of the Planning Commission on his leadership and commitment to attend these meetings.

Over the past 2.5 weeks, four community meetings were held in Buford, Kershaw, Lancaster, and Indian Land and approximately 105 people participated. Comment sheets are being submitted online and the maps and documents are available on both the Lancaster County's website and Catawba Regional Council of Governments' website.

UDO chapters are being finalized and will be reviewed by staff in October and will be shared with the November workshop(s). Focus groups and property owners meetings will be held in November and early December. Final UDO chapters will be shared with the Planning Commission at the December workshop. Public hearings for the UDO project will begin in January 2016.

Later on in the agenda under Old Business we can discuss future workshop meeting dates for UDO rewrite with the Planning Commission members. Thank you.

RNC-015-022 – Road Name Change Application – W. Brown Ferry Rd.

{Public Hearing} pgs. 1-9

TMS# 0104-00-006.00

Andy Rowe

PLANNING STAFF REPORT: RNC-015-022
APPLICANT: LANCASTER COUNTY PUBLIC SAFETY COMMUNICATIONS

I. FACTS

A. GENERAL INFORMATION

Proposal: This is the road name change application for a proposed road name change for W. Brown Ferry Road.

Property Location: W. Brown Ferry Road is located in Lancaster County, S.C.

Legal Description: TMS # 0104-00-006.00

Description of Plan: Change the existing road name of W. Brown Ferry Road to Sweet Ruby Road.

B. SITE INFORMATION

Site Description: W. Brown Ferry Road is located between Bethel Road and Great Falls Highway.

C. EXHIBITS

1. Road Name Change Application
2. 911 Aerial
3. Verification from Trish Hinson – 1st letter sent out
4. Lancaster County Notification to the property owners
5. W. Brown Ferry Road comments

II. FINDINGS

CODE CONSIDERATIONS

Chapter 14, Streets and Sidewalks

Section: 14.1.5 Procedure for Changing the Name of an Existing Road.

1. Any person, firm, or corporation shall submit a written request to the planning department which proposes to change the name of a previously named road. Such request shall include any descriptive/locational information required by the planning department; designate a spokesperson by name, address, and telephone number; provide first and second road name choices; and be accompanied by a petition, signed by seventy-five (75) percent of the owners addressed on the affected road. The request must also include a reason for the name change. When the request is submitted by the Public Safety Communications Department, or its successor entity, for a road name change based on the provisions of Section 23-47-60(C)(2) of the Code of Laws of South Carolina 1976, as amended, or when needed to rename road segments

for computer aided dispatch database purposes, the requirement for the request to be accompanied by a petition does not apply.

2. Upon receipt of such request, the planning department shall schedule consideration of same by the Lancaster County Planning Commission. The planning commission's consideration shall be conducted during any regular meeting of the planning commission. The public notice requirement for this type of application shall be the same as is contained in section 18.5.

3. The proposed road name change shall be posted at integral points along the affected road.

4. Within sixty (60) days of first consideration, the Lancaster County Planning Commission shall render a decision on the request, which decision shall be final and binding. Such decisions of the planning commission, along with reason(s) for any denied request, shall be provided in writing to the spokesperson of the affected petitioning group.

5. Where road name signs have been installed and replacement is necessitated as a result of a road name change approval, the petitioning group involved shall pay the expense of new sign materials prior to installation in the form of an application fee collected by the planning department.

6. After reasonable notice in a general circulation newspaper in the community, the Lancaster County Planning Commission may change the name of an existing street or road within its jurisdiction. The commission can make the change when one of the following occurs.

- a. There is a duplication of names which tends to confuse the public or persons delivering mail, orders or messages.
- b. A change may simplify markings or giving directions to persons looking for an address.
- c. Any other good and just reason that may appear to the commission.

After reasonable opportunity for public hearing, the planning commission issues its certificate designating the change. It is recorded in the office of the clerk of court. The change and certified name becomes the legal name of the street.

(Ord. No. 916, 6-2-08; Ord. No. 1269, § 1, 5-12-2014)

III. CONCLUSIONS

This road name change is being requested by Lancaster County Public Safety Communications. The new Computer Aided Dispatch System is a map driven system, therefore the accuracy of address points, street names, and ranges are vital. The reason for the proposed road name change is that W. Brown Ferry Road is similar sounding or duplicate to others in Lancaster County. By changing the proposed road name, Lancaster County Public Safety Communications will be able to locate addresses more effectively and without confusion in regards to similar sounding road names or duplicate road names. The facts and findings of this report show that the renaming of W. Brown Ferry Road to Sweet Ruby Road should be approved.

IV. RECOMMENDATION

It is therefore the recommendation of the planning staff that the above road name change be APPROVED.

Exhibit 1

LANCASTER COUNTY PLANNING COMMISSION

PO Box 1809
Lancaster, SC 29721
Phone: (803) 285-6005
Fax: (803) 285-6007

**** NEW ROAD NAME/CHANGE APPLICATION ****

Please note: A fee of \$250.00 must be submitted with this application before it will be processed. Incomplete applications will be returned. The \$250.00 fee includes the cost of one road sign. New roads requiring more than one sign will require the \$250.00 fee plus \$50.00 for each additional sign.

Please provide the following applicant information as completely and accurately as possible.

Date of Application: September 24, 2015
Name: LCRSC Address 1941 Pageland Hwy
City, State, Zip Code: Lancaster, SC 29720
Telephone (H): — Telephone (W) or (Cell): 803-416-9325

Please provide the following new road name information as completely and accurately as possible.

Location of new road: between Great Falls Hwy & Bethel Rd

Road name as it exists now (if applicable): W Brown Ferry Rd

Proposed new road name (1st Choice): Sweet Ruby Rd.

Proposed new road name (2nd Choice): —

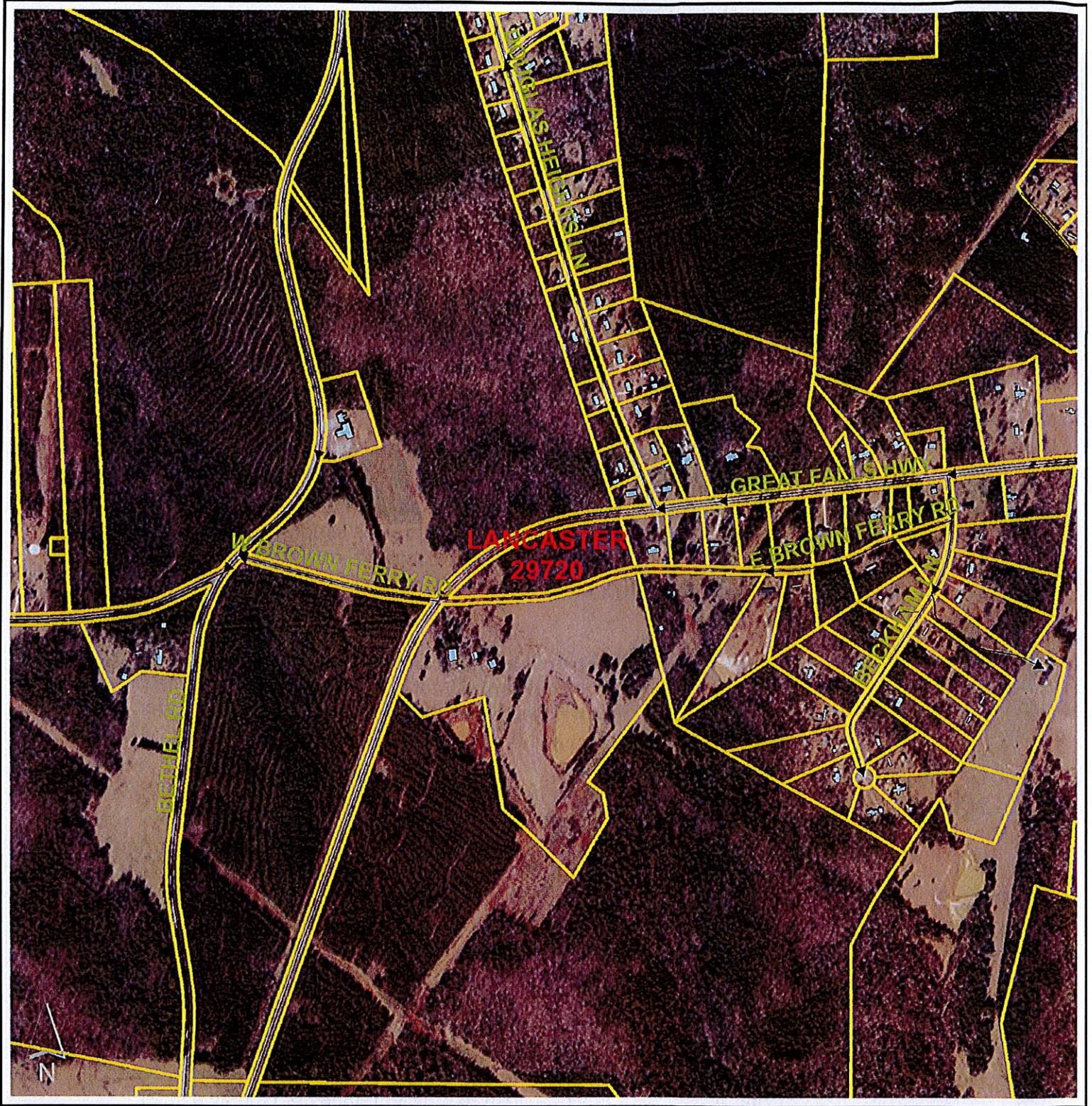
Will this be a private road? Yes No State Rd 5-29-2916

If applicable, do you plan on deeding this new road to the county in the future?
Yes No

Please attach the following items to this application:

- *A map to approximate scale depicting the location of the new road.
- *A petition signed by at least 75% of the property owners with parcels having frontage on the affected road.

Signature of Applicant: Lancaster County Public Safety Communications



Address Info

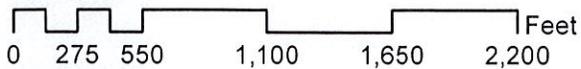
Exhibit 2



Public Safety Communications

Address Slip

A Few Serving Many



1 inch = 823 feet

Note: This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

Author: Lancaster County SC

Date: 10/2/2015

**Lancaster
County**
Public Safety
Communications

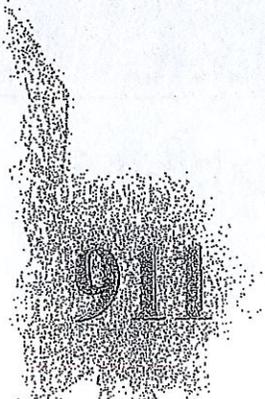
PO Box 1809
Lancaster, SC
29721

Business Phone
(803) 285-4488

Fax
Administrative
(803) 313-2152

Fax Center
(803) 313-2153

E-mail
911@lanc911.com



A Few Serving Many

Exhibit 3

AUGUST 28, 2015

Charles Duke
4161 Chimney Lake Dr NE
Roswell GA 30075

RE: DUPLICATE ROAD NAMES
W Brown Ferry Rd; between Bethel Rd/Great Falls Hwy
TM# 0104-00-006.00

Charles,

In an effort to clean up duplicate street names within Lancaster County, the street name you live on/own property on will need to be changed. This decision was based on the number of "least affected, owner occupied residents" on your street. This simply means there are more homes currently not "owner occupied" on your street; (rental, vacant, or land only), therefore, the street you live on will need to be renamed.

The safety of the citizens of Lancaster County first and foremost, makes the "clean up" of Duplicate Street names necessary. The new Computer Aided Dispatch System is a map driven system, therefore the accuracy of address points, street names and ranges are vital.

Enclosed there is a Street Name Change Suggestion form and a copy of the Lancaster County Unified Development Ordinance, Section 14.1.5, Procedures for Changing the Name of an Existing Road. The enclosed form will need to be completed, and returned to our office within **10 business days from the date of this letter**. If we do not receive this form back on or before **September 14, 2015**, your street name suggestion will not be considered when renaming the street. The ordinance explains the process of renaming a street located in Lancaster County.

If you should have any questions or concerns in reference to this letter, please do not hesitate to contact our office. Thank you for your cooperation during this transition of making Lancaster County a safer place to live.

Trish Hinson
911 Addresser

TM# D1D4-00-006.00

DUKE CHARLES

4161 CHIMNEY LAKE DR NE

ROSWELL, GA 30075

Exhibit 3

W. Brown Ferry Rd = btwn Bethel Rd | Great Falls Hwy

* No homes / structures addressed from this street;
E/W Brown Ferry Rd no longer intersect at Great
Falls Hwy. Rename W Brown Ferry.

* letters mailed 8-28-15

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Exhibit 4

Telephone (803) 285-6005

Fax (803) 285-6007

NOTICE OF ROAD NAME CHANGE REQUEST AND PUBLIC HEARING

TO: Property Owners Adjacent to West Brown Ferry Road

FROM: Lancaster County Planning Department

SUBJECT: Public Hearing on Road Name Change Application RNC-015-022

DATE

MAILED: Thursday, October 1, 2015

MEETING

DATE: Tuesday, October 20, 2015

TIME: 6:30pm

PLACE: Lancaster County Administration Building
101 North Main Street, Room 224

This letter serves as official notification that property owned by you is adjacent to a road subject to renaming.

At the above referenced meeting, the Lancaster County Planning Commission will hold a public hearing on the application from the Lancaster County Public Safety Communications for a road name change for W. Brown Ferry Road located between Bethel Road and Great Falls Highway in Lancaster County, SC. In accordance with Chapter 14 of the Unified Development Ordinance, the Planning Commission shall review all proposed road name changes.

A public hearing regarding this matter will be held TUESDAY, October 20, 2015 AT 6:30 P.M. at the Lancaster County Administration Building, 101 North Main Street, Room 224. The Planning Commission will accept public input either for or against the road name application at that time. If you cannot attend the hearing in person, you may submit a written, signed statement expressing your position to the Planning Department and it will be submitted to the Commission at the hearing.

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

OCTOBER 20TH PC MEETING

CODY ST: RNC-015-017:

- W Brown Ferry Rd is no longer a "true" E/W street. (See attached aerial)
- 1 notification letter was mailed out; 0 responses; 911 Addresser submitted the street name choice of **Sweet Ruby Rd**

SD-015-006 – Essex Homes Southeast, LLC proposes to amend a vested plan approved by the Lancaster County Planning Commission on May 19th, 2015. This vested plan is known as the RoseGlen Townhomes subdivision. The proposed subdivision consists of three tax parcels. The subdivision consists of ± 8.60 acres. The subject properties are located ± 220 feet northwest of the intersection of Highway 160 and Rosemont Drive. {Public Hearing} pgs. 10-30

TMS# 0006-00-084.00, 0006-00-084.01, 0006-00-0084.02

Alex Moore

PLANNING STAFF REPORT: SD-015-006 RoseGlen Townhomes

I. FACTS

A. General Information

Proposal: Essex Homes Southeast, LLC proposes to amend a vested plan approved by the Lancaster County Planning Commission on May 19th, 2015. This vested plan is known as the RoseGlen Townhomes subdivision.

Property Location: The proposed subdivision consists of three tax parcels. The subdivision consists of ± 8.60 acres. The subject properties are located ± 220 feet northwest of the intersection of Highway 160 and Rosemont Drive.

Legal Description: TMS # 0006-00-084.00, 0006-00-084.01, 0006-00-0084.02.

Zoning Classification: The properties are zoned MF, Multiple-Family/Agricultural District.

B. Site Information

Site Description: The zoning classification of MF permits a maximum density. The project contains ± 8.60 acres and was previously approved for 49 multiple-family residential lots at 5.7 dwelling units per acre. The proposed amendment would include one additional unit for a total of 50 dwelling units. The resulting density would be 5.8 dwelling units per acre.

C. Vicinity Data

Surrounding Conditions: This site is surrounded by properties which are zoned Planned Development District (PDD-23) to the **NORTH** and **EAST**, R-15P, Moderate Density Residential/Agricultural Panhandle District to the **WEST**, and I-1, Light Industrial District to the **SOUTH**.

D. Exhibits

1. Subdivision Application
2. Subdivision Variance Application (Minimum Connectivity Ratio)
3. Vicinity Map
4. Original RoseGlen Preliminary Plan—Approved May 19th, 2015
5. 5-19-15 Planning Commission Minutes Pertaining to RoseGlen
6. 24"x36" Revised RoseGlen Preliminary Plan (In Envelope)

II. FINDINGS

This site is immediately adjacent to the existing Rosemont Planned Development District (PDD-23) but is not formally a part of it. However, the applicants intend to gain an ingress/egress point to their site through Rosemont. The Rosemont PDD is a mix of uses including single-family residential, office and educational including a branch facility of York Technical College.

At third reading on August 11th, 2014, Lancaster County Council rezoned the subject parcels from R-15P, Moderate Density Residential Residential/Agricultural Panhandle District to MF, Multiple Family/Agricultural District.

Subsequently the applicant submitted an application for Preliminary Plan which was heard by the Lancaster County Planning Commission on May 19th, 2015. At this meeting the Planning Commission approved the Rosemont Preliminary Plan by a vote of 7-0. This previously approved plan is provided within this packet as Exhibit 5.

The maximum density for the MF zoning district is 8.0 dwelling units per acre. The entirety of this project site is within the Highway Corridor Overlay District for SC HWY 160. The approved Preliminary Plan of May 19th, 2015 included 49 townhome units.

The proposed revision of the RoseGlen Preliminary Plan proposes 50 townhome units. Additionally the applicant has changed the street configuration to include a shift of the ingress/egress road southward toward SC HWY 160.

The reconfiguration of streets within RoseGlen will offer significant impact reduction to the site's critical areas including no impact to existing jurisdictional wetlands. The revised location of the ingress/egress road also provides for a reduction in grade transition between from the Rosemont PDD to RoseGlen. The result is an increase in upland open space from ± 1.8 acres to ± 2.6 acres on the revised plan.

This site is located within the Highway Corridor Overlay District (HCOD). In general vinyl is not permitted within the HCOD. Quality finish materials such as brick, wood, masonry, stone, concrete siding, or stucco are required within the HCOD. The applicant is aware of this requirement and has included a note on the site plan indicating that vinyl siding will not be used in this project.

The applicants are also applying for a variance from Section 13.7.9.1 regarding the minimum required connectivity ratio of 1.40. The RoseGlen preliminary plan indicates a connectivity ratio of 1.0. The applicants contend that the RoseGlen site presents significant topographical and environmental challenges that hinder the achievement of the minimum required connectivity ratio. These challenges include jurisdictional wetlands and an existing pond on the site which the applicant wishes to incorporate into the required common open space. Planning Staff recommends that this subdivision variance be granted.

It is important to note that the previous approval on May 19th, 2015 for RoseGlen included the condition that sidewalks be constructed on at least one side of the internal streets within RoseGlen. This would not include the "hammerhead" portion of these streets. A note regarding the sidewalks being part of the RoseGlen project is included on page C101 of the plan-set.

III. CONCLUSIONS

The proposed RoseGlen Townhome project is a “use-by-right” within the Multiple-Family (MF) Zoning District subject to Preliminary Plan approval by the Lancaster County Planning Commission. The Neighborhood Mixed Use category of the Lancaster County Future Land Use Map indicates that this proposed project is appropriate to this vicinity.

Though there is a dichotomy between the 2014 Comprehensive Plan and present Lancaster County UDO standards, both are indeed applicable to current development proposals. RoseGlen meets several important benchmarks of the 2014 Comprehensive Plan for the Neighborhood Mixed Use Category such as a density above four dwelling units per acre and open space elements. Additionally, RoseGlen provides the potential for alternative transportation choices such as bicycling and walking. This is partially a function of RoseGlen being immediately adjacent to the Rosemont PDD.

Opportunities for pedestrians can be further bolstered by internal sidewalks and soft-surface walking trails within the project. Though not a requirement, the applicant has indicated that sidewalks will be provided on one side of streets within RoseGlen. Planning Staff strongly recommends that sidewalks be included on at least one side of the internal streets along with soft-surface walking paths within the proposed open space areas. These items can be included with the submittal of the construction plans.

The applicant stated at the DRC meeting on October 13th, 2015 that the minimum parking requirement of 1.5 spaces per unit will be met through garages and the associated driveways for each townhome. At press-time the applicant is investigating through an analysis of site conditions if additional guest parking can be secured as part of this development.

Finally, Planning Staff would like to note that the following outstanding items need to be taken care of by the applicant with regard to Lancaster County Water & Sewer District (LCWSD) requirements. If applicable, LCWSD will verify that the applicant has completed these items prior to the Planning Commission meeting on October 20th:

- Label all retaining walls on-site
- No walls or wall grid can be installed over the sewer line or easement
- Shade in all easements
- Waterline (WL) to be 2’ to 3’ back of curb throughout development
- Keep FH on same side of road as WL
- Show temporary construction easement (TCE) on properties off-site
- Include pipe summary box and vicinity map on sketch plan. Remove LCWSD notes from sketch plan.
- Show road right-of-way lengths and road names
- Show lot numbers on sketch plan
- Remove “DRAFT” stamp and sign sketch plan over seal.
- List property owner info for each property the off-site sewer easement crosses.
- Label proposed waterline from the Rosemont development
- LCWSD will issue the first half capacity fee invoice by the end of the week.
- Once the first half capacity fees are paid, LCWSD will issue willingness and capability (W&C) and the engineer can submit plans. Once LCWSD reviews and approves the alignment of the off-site sewer, the engineer/surveyor can submit easement exhibits to LCWSD for review.

- Upon LCWSD's review and approval of easement exhibits, engineer or developer's attorney will need to complete an easement form and have the updated title provided for properties where easement will be required. Engineer/developer to submit completed easement (without grantor signature) along with updated title work to LCWSD for approval prior to grantor's execution.

IV. RECOMMENDATION

Lancaster County Planning Staff recommends that the RoseGlen Townhomes Preliminary Plan be **APPROVED** concurrently with a subdivision variance from Section 13.7.9.1 (Minimum Connectivity Ratio of 1.40). This recommendation for approval is contingent upon any outstanding comments from Lancaster County and associated agencies being addressed. This includes the outstanding LCWSD requirements listed above.

EXHIBIT I

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-015-006 Date Received 9-4-15 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: ROSEGLLEN TOWN HOMES

Project Type: MULTI-FAMILY RESIDENTIAL

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

Tax Map Number: 0006-00-084.00, 0006-00-084.01, 0006-00-084.02

Area in Acres: 8.60 AC

Number of Lots: 50 LOTS

Number of Sections/Phases: 1

Existing Land Use District Classification: _____

CONTACTS:

PROPERTY OWNER

SURVEYOR/ENGINEER

NAME	<u>ESSEX HOMES SOUTH EAST</u>	<u>MATTHEW ROBER, PE</u>
ADDRESS	<u>13310 S. RIDGE DRIVE, STE A</u>	<u>3007 HILSPALE ST</u>
CITY/STATE/ZIP	<u>CHARLOTTE, NC 28273</u>	<u>CHARLOTTE, NC 28210</u>
PHONE NUMBER	<u>(704) 423-8988</u>	<u>(704) 582-3751</u>

Waster Supply: Wells Central LCWSD
Name of Provider

Water Treatment: Septic Central LCWSD
Name of Provider

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

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

PRELIMINARY PLAN APPLICATION CHECKLIST
(Refer to Section 13.8)

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

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

If any of the above items are not included in your proposal, please explain why: ENGINEERING CONSTRUCTION DOCUMENTS WILL FOLLOW PRELIMINARY PLAN APPROVAL.

(use back of form if additional space is needed)

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

EXHIBIT 2

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS



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

Do Not Write In This Box
Application No. SD-015-006 Date Received 9-4-15 Fee Paid

1- This application is for : (check one)

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

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

0006-00-084.00, .01 & .02

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

SEC. 13.7.9.1 - CONNECTIVITY INDEX OF 1.4 REQUIRED.
THE CONNECTIVITY OF 1.0 IS PRE TO TOPOGRAPHICAL
RESTRAINTS AND LACK OF ACCESS TO HWY 160.

(attach additional information as needed)

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

APPLICANT'S NAME: (PRINT)

MATTHEW G ROSEN

ADDRESS:

3007 HINSDALE ST
CHARLOTTE, NC 28210

PHONE: (704) 582-3751

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

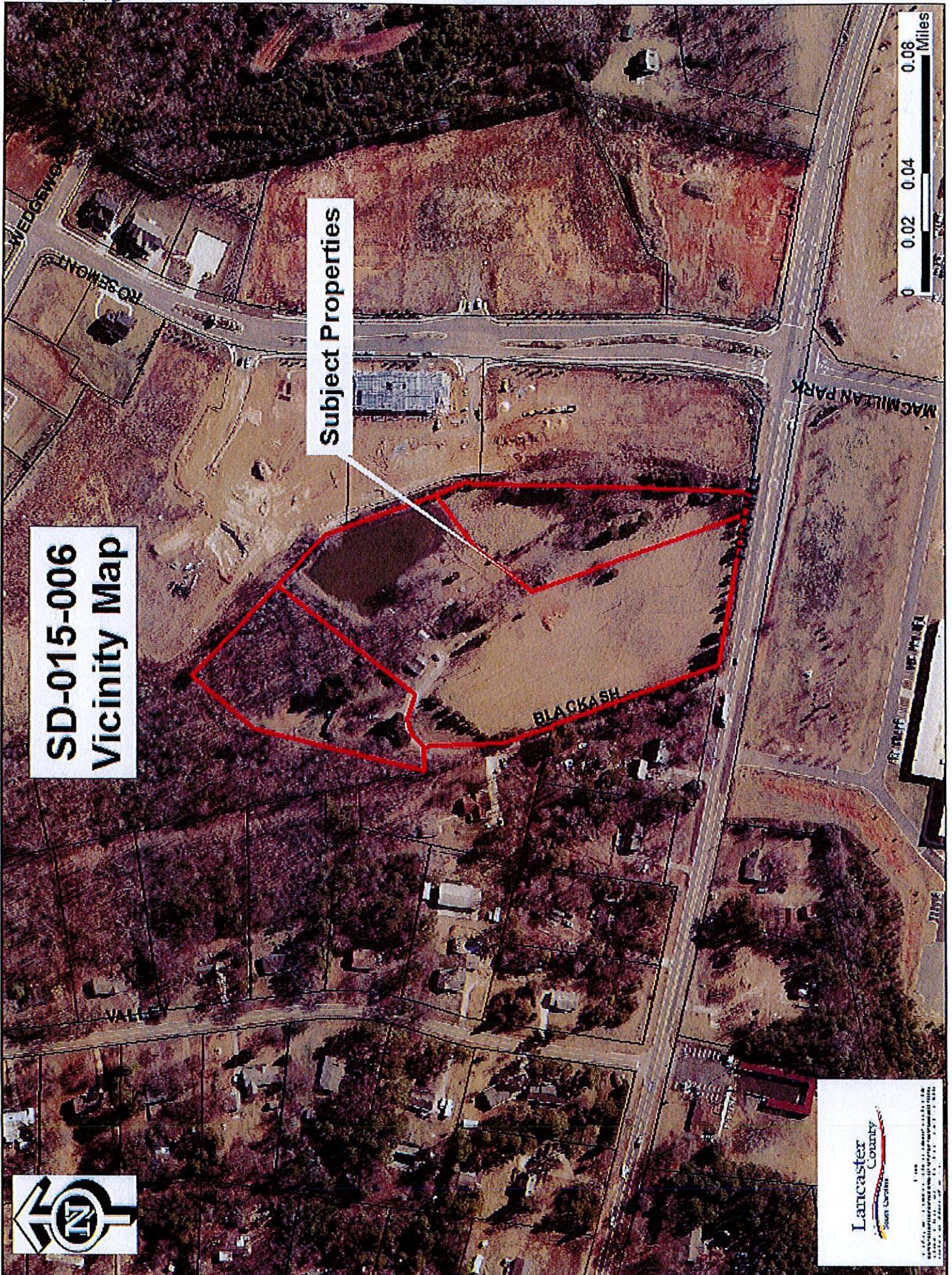
SIGNATURE

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

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

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

Rev: 01-13-15



SD-015-006
Vicinity Map

Subject Properties

Lancaster County
Salem, Oregon

PLANNING & COMMUNITY DEVELOPMENT
1000 S. MARKET STREET, SUITE 100
LANCASTER, OREGON 97026
PHONE: 503.764.2300
FAX: 503.764.2301
WWW.LANCASTERCOUNTY.ORG

EXHIBIT

ROSEGLEEN TOWNHOMES Lancaster County, SC

TAX PARCEL NUMBERS 0006-00-0084.00, 0006-00-0084.01, & 0006-00-0084.02

- GENERAL INFORMATION:**
1. PROJECT NAME: ROSEGLEEN TOWNHOMES, ESSEX HOMES SOUTHEAST, INC.
 2. OWNER: BRIAN HAGNAMA, 13310 SOUTH RIDGE DRIVE, SUITE A, CHARLOTTE, NC 28273
 3. SITE ADDRESS: ROSEMONT DRIVE, INDIANLAND, SC 29707
 4. TOTAL SITE AREA: 6.80 ACRES
 5. ZONING: 0006-00-084.00
 6. TAX MAP ID#: 0006-00-084.01
 7. DENSITY: .67 DUA (49 UNITS/60 ACRES)
 8. THE PARCEL IS NOT LOCATED IN A FEMA FLOOD PLAIN PER FEMA MAP NO. 460570001D DATED JUNE 16, 2011.
 9. SURVEY AND FIELD LOCATION SURVEY INFORMATION PROVIDED BY FITZMAURICE SURVEYING, INC., A PROFESSIONAL LAND SURVEYING FIRM.
 10. TOPOGRAPHIC SURVEY PROVIDED BY FITZMAURICE SURVEYING, INC., A PROFESSIONAL LAND SURVEYING FIRM.

SHEET TITLE
Cover Sheet

SHEET NO.

- SITE**
- Existing Conditions Plan
 - Preliminary Site Layout Plan
 - Preliminary Plot Plan
 - Preliminary Utility Plan

- C100
- C101
- C102
- C200
- C300

PRELIMINARY PLAN APPROVED
by the
Lancaster County Planning Commission
APPROVED FOR PLANNING COMMISSION
DATE: 05/11/11
BY: [Signature] / [Signature]
PROJECT: ESSEX-2-11-C-1

Owner:
**ESSEX HOMES
SOUTHEAST, INC.**

Matthew G. Roper, PE
Professional Engineer
3807 Hinshale Street
Charleston, NC 29210
(704) 582-3716

**ROSEGLEEN
TOWNHOMES**



REVISIONS

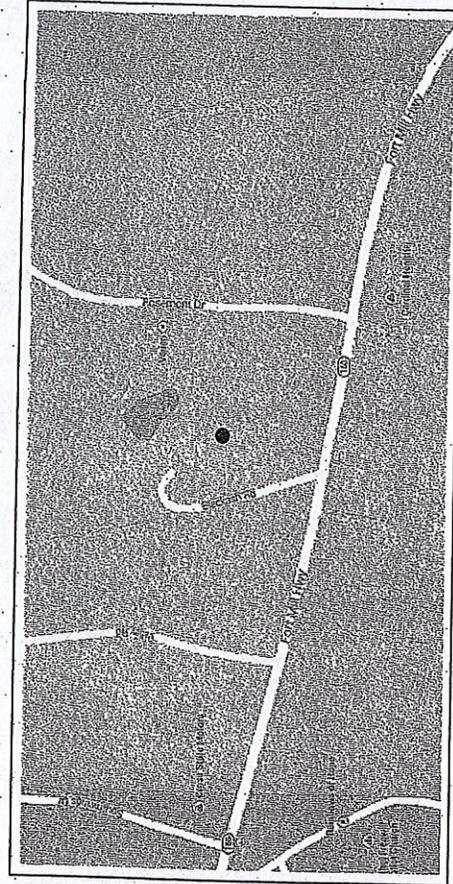
COVER SHEET

SCALE: N/A



SHEET:

DATE: 7/15/11



SITE LOCATION



Owner
ESSEX HOMES SOUTHEAST, INC.
13310 South Ridge Drive, Suite A
Charlotte, NC 28273
Contact: Jeremy Smith
Phone: 704.423.8988

Landscape Architect
The Dordt Studio, LLC
2879 HWY 160 West #4070
Fort Mill, SC 29708
Contact: Dan Dodd, RLA
Phone: 803.881.4330

Surveyor
Fitzmaurice Professional Land Surveying
PO Box 1512
Fort Mill, SC 29716
Contact: Kent Hubson
Phone: 803.547.7389

Civil Engineer
Matthew G. Roper, PE
3807 Hinshale St.
Charleston, NC 29210
Contact: Matt Roper, PE
Phone: 704.582.3716

Owner:
ESSEX HOMES
 SOUTHEAST, INC.

Matthew G. Roper, PE
 Professional Engineer
 3007 Hinesville Street
 Cherohala, NC 28210
 (770) 462-3751

ROSEGLLEN
TOWNHOMES



REVISIONS

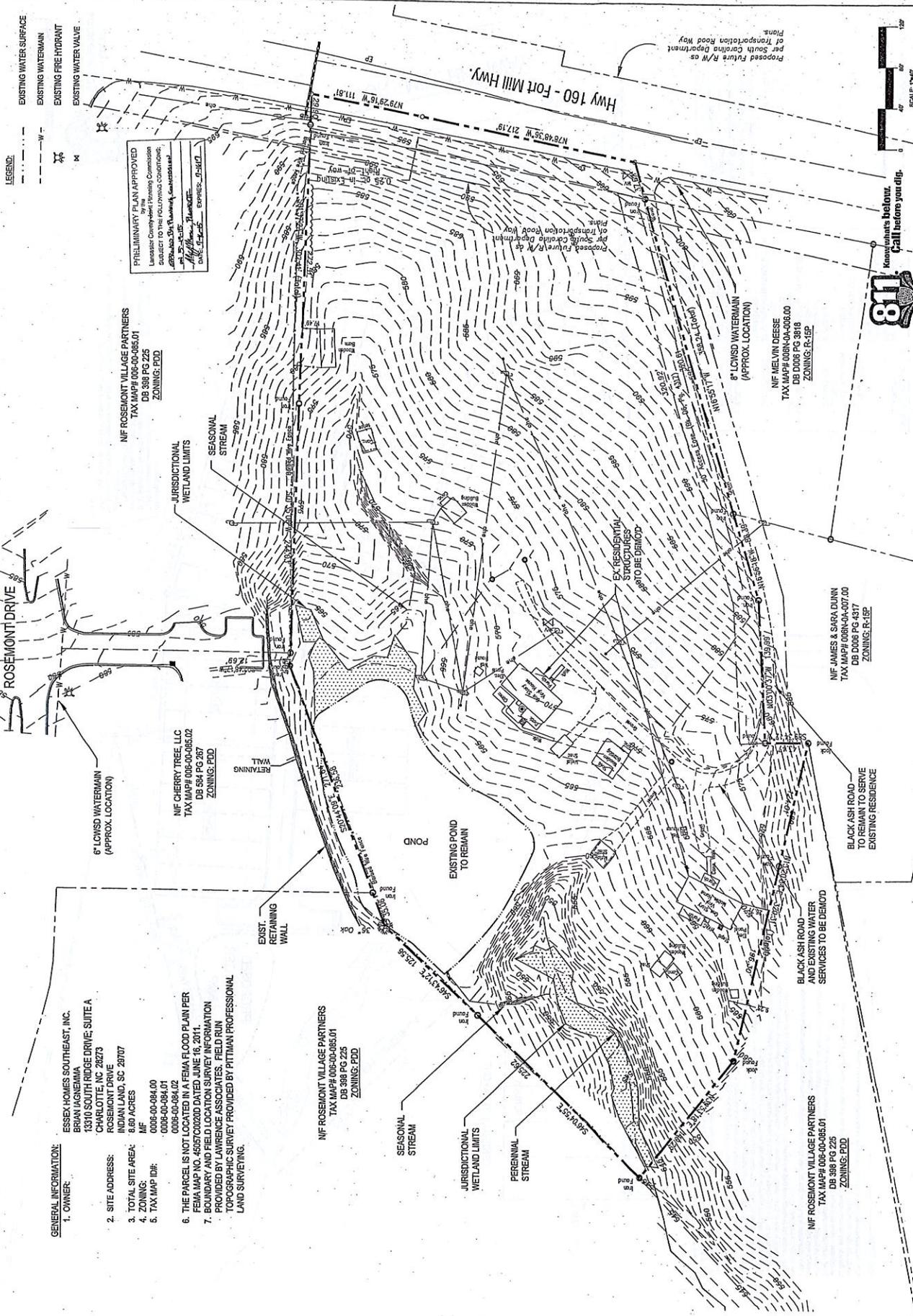
EXISTING
CONDITIONS PLAN

SCALE: 1" = 40'



SHEET: **C100**

DATE: 7.5.15



LEGEND:

- - - - - EXISTING WATER SURFACE
- - - - - EXISTING WATERMAIN
- - - - - EXISTING FIRE HYDRANT
- - - - - EXISTING WATER VALVE

PRELIMINARY PLAN APPROVED
 by the
 Local Water Compliance Planning Commission
 SUBJECT TO THE FOLLOWING CONDITIONS:
 1. THE PLAN IS TO BE CONSIDERED A
 PRELIMINARY PLAN.
 2. THE PLAN IS TO BE CONSIDERED A
 PRELIMINARY PLAN.
 3. THE PLAN IS TO BE CONSIDERED A
 PRELIMINARY PLAN.
 4. THE PLAN IS TO BE CONSIDERED A
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 PRELIMINARY PLAN.
 9. THE PLAN IS TO BE CONSIDERED A
 PRELIMINARY PLAN.
 10. THE PLAN IS TO BE CONSIDERED A
 PRELIMINARY PLAN.

NF ROSEMONT VILLAGE PARTNERS
 TAX MAP# 006-00-085.01
 ZONING: PDD

JURISDICTIONAL
 WETLAND LIMITS

NF CHERRY TREE, LLC
 TAX MAP# 006-00-085.02
 ZONING: PDD

NF ROSEMONT VILLAGE PARTNERS
 TAX MAP# 006-00-085.01
 ZONING: PDD

6" LOWSD WATERMAIN
 (APPROX. LOCATION)

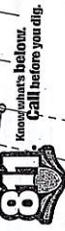
NF MELVIN DEESE
 TAX MAP# 006-00-006.00
 ZONING: R-15P

NF JAMES & SARA DUNN
 TAX MAP# 006-00-007.00
 ZONING: R-15P

BLACK ASH ROAD
 AND EXISTING WATER
 SERVICES TO BE DEMO'D

NF ROSEMONT VILLAGE PARTNERS
 TAX MAP# 006-00-085.01
 ZONING: PDD

- GENERAL INFORMATION:
1. OWNER:
 ESSEX HOMES SOUTHEAST, INC.
 BRANLAGE/EMMA
 13310 SOUTH RIDGE DRIVE, SUITE A
 CHARLOTTE, NC 28273
 ROSEMONT DRIVE
 INDIAN LAND, SC 29707
 2. SITE ADDRESS:
 3. TOTAL SITE AREA: 8.69 ACRES
 4. ZONING: MF
 5. TAX MAP ID#: 0006-00-084.00
 0006-00-084.01
 0006-00-084.02
 6. THE PARCEL IS NOT LOCATED IN A FEMA FLOOD PLAN PER
 FEMA MAP NO. 46057C002D DATED JUNE 16, 2011.
 7. BOUNDARY AND FIELD LOCATION SURVEY INFORMATION
 PROVIDED BY LAWRENCE ASSOCIATES, FIELD RUN
 TOPOGRAPHIC SURVEY PROVIDED BY PITTMAN PROFESSIONAL
 LAND SURVEYING.



PROPOSED PROPERTY LINE
TRAFFIC CIRCULATION ARROW

LEGEND

SITE INFORMATION
1. OWNER:
 ESSEX-HOMES SOUTHEAST, INC.
 BRIAN HAGREMA
 CHARLOTTE, NC 28203

2. SITE ADDRESS:
 ROSEMONT DRIVE
 INDIAN LANE, SC 29077
 1.5 ACRES

3. TYPICAL SITE AREA:
 000-00-084.01

4. TOWNING:
 000-00-084.01

5. TAX MAP ID#: 15

6. DENSITY:
 20 UNITS PER ACRE (200 RESIDENTS PER ACRE)

7. INT. SETBACKS:
 5' FRONT YARD
 20' REAR YARD
 5' SIDE YARD

8. EXT. SETBACKS:
 25' REAR YARD
 25' SIDE YARD
 25' FRONT YARD

9. BLDG. SEPARATION: 2' (MINIMUM)

10. OPEN SPACE: 2.0 AC. CRITICAL AREA OPEN SPACE
 1.8 AC. UPLAND OPEN SPACE

PRELIMINARY PLAN APPROVED
 Licensee: [Name]
 Expiration: [Date]

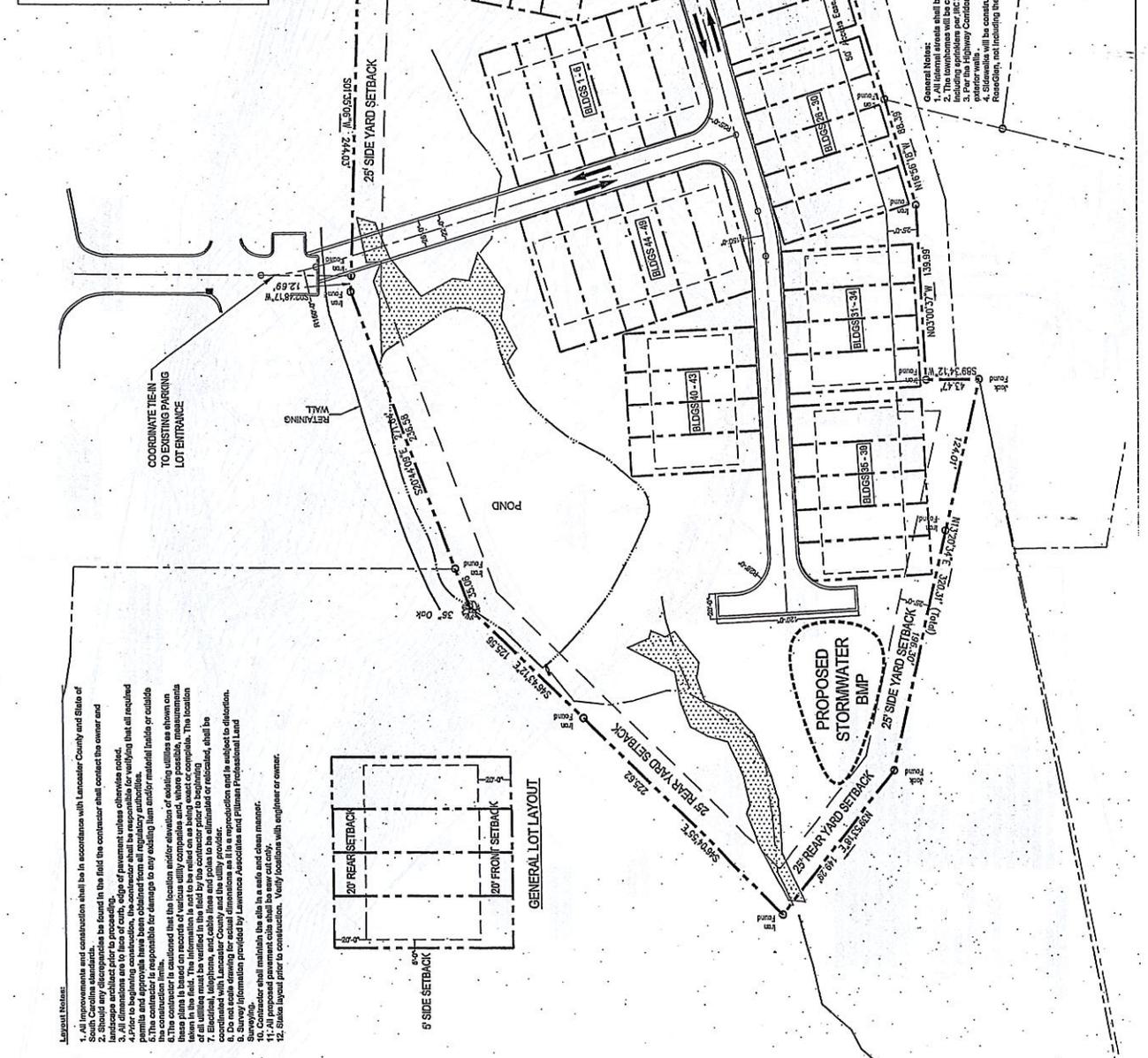
COORDINATE NEW SIDEWALK ALONG HWY. 160 WITH SCOOT PLANS

COORDINATE TIE-IN TO EXISTING PARKING LOT ENTRANCE

GENERAL LOT LAYOUT

Layout Notes:

- All improvements and construction shall be in accordance with Lenoir County and State of North Carolina standards.
- Should any discrepancies be found in the field the contractor shall contact the owner and permit and approvals have been obtained from the owner.
- All dimensions and 10 feet of curb, edge of pavement unless otherwise noted.
- Prior to beginning construction, the contractor shall be responsible for verifying that all required permits and approvals have been obtained from the owner.
- The contractor is cautioned that the location and elevation of existing utilities as shown on the site plan is for information only. The contractor shall verify the location and elevation of all utilities in the field. The information is not to be relied on as being exact or complete. The location of all utilities shall be verified in the field by the contractor prior to beginning construction.
- Do not scale drawings for exact dimensions as it is a reproduction and is subject to alteration.
- Survey information provided by Lenoir County and the utility provider.
- Contractor shall maintain the site in a safe and clean manner.
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- Contractor shall maintain the site in a safe and clean manner.



CONSENT NOTES:

- All internal streets shall be private and maintained by the Homeowner's Association.
- The townhomes will be constructed with a 2-hour fire wall separation in lieu of fire-rated walls.
- Provisionary Corridor Overlay District, no vinyl siding will be used on any exterior walls.
- Stoneware will be constructed on at least one side of the internal streets within the subdivision, including the "townhome" area only.

ESSEX-HOMES SOUTHEAST, INC.
 SOUTH EAST, INC.
 Matthew G. Roper, PE
 Professional Engineer
 307 Hinesboro Street
 Charlotte, NC 28207
 (704) 534-2151

ROSEGLLEN TOWNHOMES

PRELIMINARY SITE LAYOUT PLAN
 SCALE: 1" = 40'

C101
 DATE: 7.15.15

Fort Mill Highway

25' REAR YARD SETBACK
25' SIDE YARD SETBACK
25' FRONT YARD SETBACK

PROPOSED STORMWATER BMP

5' SIDE SETBACK
20' REAR SETBACK
20' FRONT SETBACK

LEGEND

PROPOSED PROPERTY LINE
TRAFFIC CIRCULATION ARROW

LEGEND

CONSENT NOTES:

- All internal streets shall be private and maintained by the Homeowner's Association.
- The townhomes will be constructed with a 2-hour fire wall separation in lieu of fire-rated walls.
- Provisionary Corridor Overlay District, no vinyl siding will be used on any exterior walls.
- Stoneware will be constructed on at least one side of the internal streets within the subdivision, including the "townhome" area only.

Owner:
ESSEX HOMES
 SOUTHEAST, INC.

The Dodd Studio, LLC
 Landscape Architects
 314 Tom Hall St.
 Fort Mill, SC 29708

ROSEGLLEN
 TOWNHOMES



REVISIONS

PLANTING PLAN

SCALE: 1"=40'

SHEET: **C200**

DATE: 7.4.15

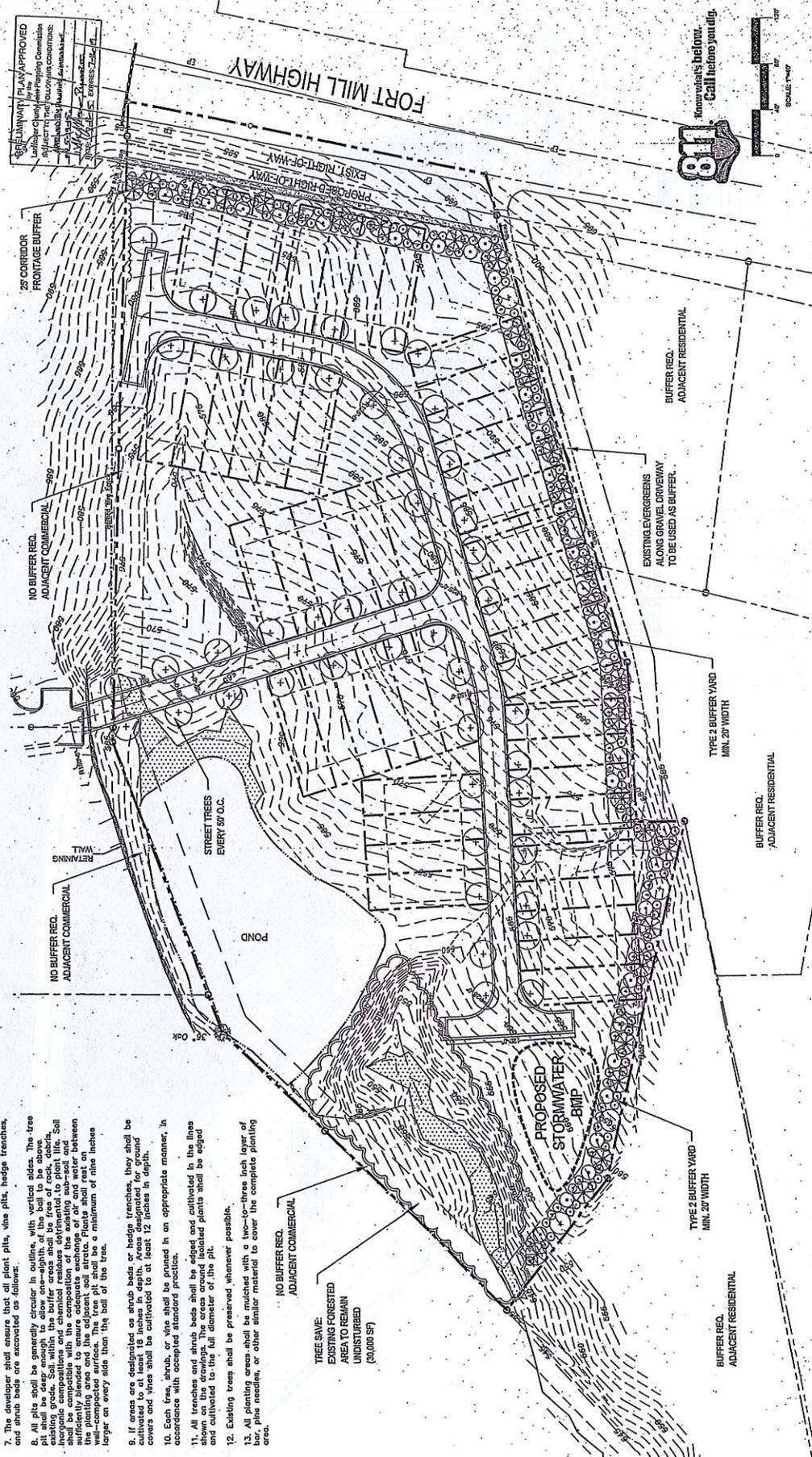
COMMON NAME	SCIENTIFIC NAME	SIZE	QUANTITY	POINTS	TOTAL POINTS
Red Spotted Maple	<i>Acer rubrum 'Red Spotted'</i>	2" CAL - 25 GALLON	28	12	336
Flowering Dogwood	<i>Cornus florida</i>	2" CAL - 25 GALLON	6	6	216
Iron Chlorophytum	<i>Chlorophytum comosum</i>	3 GALLON	72	5	216
Narrow-leafed Spider Plant	<i>Chlorophytum comosum</i>	3 GALLON	80	5	240
Total Points					1188
Buffer Points					1400 LF
Propagator Points					28 PER LF

STREET TREE PLANT LIST	SCIENTIFIC NAME	SIZE	QUANTITY
COMMON NAME			
Leucobasis Elm	<i>Ulmus parvifolia</i>	2" CAL - 25 GALLON	48

PLANTING LEGEND

- NELLE (MEDIUM TO SMALL) (MEDIUM SHRUB - EVERGREEN)
- TIA CLUTE (MEDIUM SHRUB - EVERGREEN)
- FLOWERING DOGWOOD (ORNAMENTAL TREE)
- RED SPOTTED MAPLE (SMALL TREE - DECIDUOUS)
- LACINATED ELM (SMALL TREE - DECIDUOUS)

- LANCASTER COUNTY CODE - REQUIREMENTS FOR PLANTING**
- The grower shall furnish and install all plant materials listed on the planting plan.
 - Plant materials shall conform to the requirements described in the American Standard for Nursery Stock, which is published by the American Association of Nurseries.
 - Plant materials must be from an approved Lancaster County species list.
 - All trees (ball and burlap) shall have a minimum of 2 inch caliper. All other trees shall be in a 25-gallon container.
 - No tree may be planted in the slight triangle.
 - Do not use staking materials unless it is absolutely necessary. If staking is necessary, the staking material must be removed after one growing season.
 - The grower shall ensure that all plant pits, vine pits, hedge trenches, and shrub beds are excavated as follows:
 - All pits shall be generally circular in outline, with vertical sides. The tree shall be planted to allow one-eighth of the ball to be above existing grade. Soil within the buffer area shall be free of rocks, debris, and organic composition and shall be a mixture of topsoil and subsoil. Soil shall be amended with a suitable fertilizer and watered sufficiently to ensure adequate exchange of air and water between the planting area and the adjacent soil area. The minimum of nine inches larger on every side than the ball of the tree.
 - If areas are designated as shrub beds or hedge trenches, they shall be cultivated to at least 18 inches in depth. Areas designated for ground covers and vines shall be cultivated to at least 12 inches in depth.
 - Each tree, shrub, or vine shall be pruned in an appropriate manner, in accordance with accepted standard practice.
 - All trenches and shrub beds shall be edged and cultivated in the lines shown on the drawings. The areas around installed plants shall be edged and cultivated to the full diameter of the pit.
 - Existing trees shall be preserved whenever possible.
 - All planting areas shall be mulched with a two-to-three inch layer of bark, pine needles, or other similar material to cover the complete planting area.



Know what's before you. Call before you dig.

SCALE: 1"=40'

Owner:
**ESSEX HOMES
 SOUTHEAST, INC.**

Matthew G. Roper, PE
 Professional Engineer
 3007 Hinsdale Street
 Charlotte, NC 28210
 (774) 582-2751

**ROSEGLEEN
 TOWNHOMES**



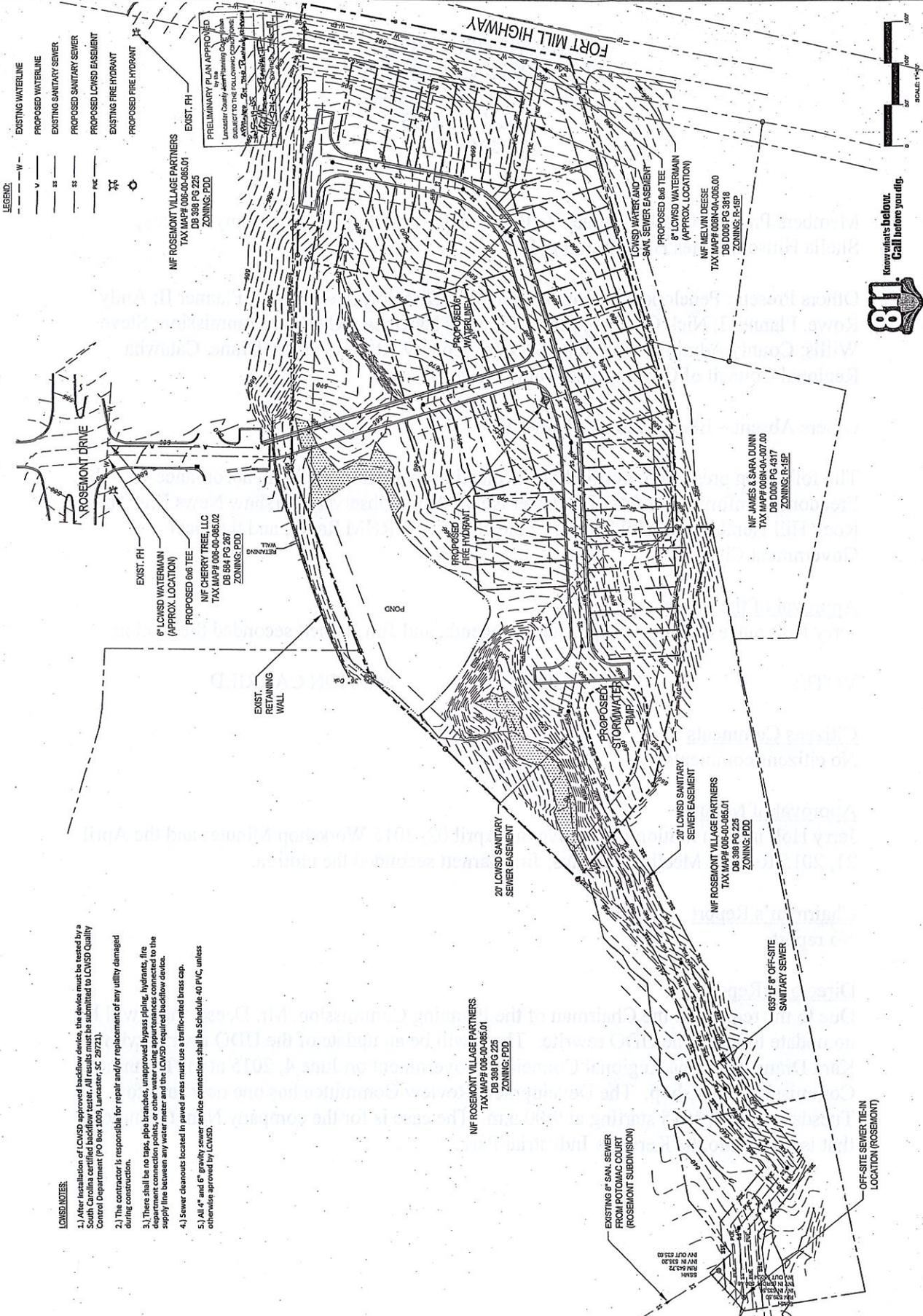
**PRELIMINARY
 UTILITY PLAN**

SCALE: 1"=50'



SHEET:
C300

DATE: 7.8.15



- LEGEND:**
- W --- EXISTING WATERLINE
 - V --- PROPOSED WATERLINE
 - S --- EXISTING SANITARY SEWER
 - SS --- PROPOSED SANITARY SEWER
 - FHC --- PROPOSED LCWSD EASEMENT
 - FH --- EXISTING FIRE HYDRANT
 - FH --- PROPOSED FIRE HYDRANT

- LCWSD NOTES:**
- 1.) After installation of LCWSD approved backflow device, the device must be tested by a State of North Carolina certified backflow tester. All results must be submitted to LCWSD Quality Control Department (PO Box 1003, Lancaster, SC 29721).
 - 2.) The contractor is responsible for repair and/or replacement of any utility damaged during construction.
 - 3.) There shall be no taps, pipe branches, unapproved bypass piping, hydrants, fire department connection points, or other water using appearances connected to the supply line between any water meter and the LCWSD required backflow device.
 - 4.) Sewer cleanouts located in paved areas must use a traffic-rated brass cap.
 - 5.) All 4" and 6" gravity sewer service connections shall be Schedule 40 PVC, unless otherwise approved by LCWSD.



LANCASTER COUNTY
PLANNING COMMISSION
REGULAR MEETING
MAY 19, 2015
MINUTES

Members Present: Charles Deese, Vedia Hatfield, Ronald Pappas, Tommy Dabney, Sheila Hinson, James Barnett, Jerry Holt.

Others Present: Penelope Karagounis, Planning Director; Alex Moore, Planner II; Andy Rowe, Planner I; Nick Cauthen, Planner I; Judy Barrineau, Clerk to Commission; Steve Willis; County Administrator; John Weaver, County Attorney; Kara Drane, Catawba Regional Council of Government; Cable News 2.

Others Absent – Elaine Boone, Planner II.

The following press were notified of the meeting by mail or by fax in accordance with the Freedom of Information Act: Lancaster News, York Observer, Kershaw News Era, The Rock Hill Herald, Fort Mill Times, Cable News 2, WRHM Radio, and the local Government Channel.

Approval of the Agenda

Jerry Holt made a motion to approve the agenda and Jim Barnett seconded the motion.

VOTE: UNANIMOUS MOTION CARRIED

Citizens Comments

No citizens comments.

Approval of Minutes

Jerry Holt made a motion to approve the April 02, 2015 Workshop Minutes and the April 21, 2015 Regular Meeting Minutes; Jim Barnett seconded the motion.

Chairman's Report

No report.

Director's Report

Due to the request of the Chairman of the Planning Commission, Mr. Deese, there will be no update today of the UDO rewrite. There will be an update of the UDO rewrite with Kara Drane, Catawba Regional Council of Government on June 4, 2015 at the Planning Commission Workshop. The Development Review Committee has one new case for Tuesday, June 9, 2015 starting at 9:00 a.m. The case is for the company Nanotechnology that is going into the Kershaw Industrial Park.

I would not want to jeopardize relationships of others that have come before and others that are in front of us currently in the negotiation process and others in the future.

Jerry Holt made a motion to deny and Ronald Pappas seconded the motion.

VOTE: 5 AFFIRMATIVE 2 NEGATIVE MOTION CARRIED

The two negative votes came from Jim Barnett and Charles Deese.

SD-015-006 – Subdivision application of Essex Homes Southeast, LLC. The proposed subdivision consists of three tax parcels. The subdivision consists of ±8.60 acres. The subject properties are located ±220 feet northwest of the intersection of Highway 160 and Rosemont Drive.

Alex Moore – Presented the report.

Brian Iagnemma – 9705 Agile Circle, Waxhaw NC. I am the President of Land Acquisition Development for Essex Homes. I appreciate the opportunity to speak tonight. Roseglen was rezoned in August 2014. This does give you a flavor of the surrounding land uses. You can see that in the purple we are surrounding by a commercial village. The townhome product is a good product here. As you see it is a good transition from the single-family to the Rosemont commercial, to the Light Industrial across the street. This is an example of the site plan we will putting forth. I do want to make one correction. It's actually 49 townhomes, it is not 40. It still falls in a density well below 6 homes per acre versus the proposed 8 homes per acre. We will be keeping the existing pond. We will be providing a 25 foot buffer. As you can see on the left and bottom part of the screen; we will adhere to your buffer requirements and what that is supposed to look like. A few other benefits about Roseglen; the site area consists of 8.6 acres of which our math computes about 3.8 acres will remain open space. The large pond that is on site will remain. We think that is important. We are going to see about turning it into an amenity with a walking trail up to the pond. The density is approved for 8 homes per acre. We will be far less at 5.7 homes per acre. We have committed to do sidewalks along Highway 160. We are committed to do sidewalks within the neighborhood itself; so long as our grading and topography and the connectivity does not interfere with that. We are committed to do sidewalks inside the neighborhood. We will have a 25 foot buffer along Highway 160 and the adjacent residential zoning. The roads obviously will be private roads maintained by the Homeowner's Association. Since this is a townhome neighborhood, lawn maintenance is managed and paid for through the Homeowner's Association. It results in a much better maintained community. These are very architectural pleasing craftsman style designs; a lot of dimension on the front elevations. This is simply not a one run of a four or five unit townhome building; a lot of offsets provide some architectural deviation amongst the individual units. All townhomes will be two story and all townhomes will be two car garages. I think that will help with any parking concerns. Townhomes will range in square footage from 1800 to 2000 square feet. We are committed to no vinyl siding. As you can see the product will be based on a minimum with a fiber cement; a lot of folks know it as a hardy plank siding with accents of shake, stone, and/or brick. These townhomes

are not entry level. These townhomes based on that square footage and the spec that we will be building them at will be in the 200 plus thousand dollar range; which is very compatible and very competitive with some of the single-family detached homes that are in the adjoining Rosemont neighborhood behind us.

Jerry Holt – You state that as so long as grading and connectivity permit you will also have sidewalks. What are the UDO requirements for sidewalks in this development?

Alex Moore – There are no requirements for sidewalks in multi-family; typically such a project would have it but there are no specific requirements for that. So that is why we are trying to work with them and encourage a walkability aspect.

Jerry Holt – What about the connectivity?

Alex Moore – It would require a connectivity of 1.4. Are you talking about the connectivity ratio?

Jerry Holt – The way the statement is worded in this presentation package, it sort of indicates that it's up to the developer as to whether or not they would comply with connectivity.

Alex Moore – For sidewalks?

Jerry Holt – This states connectivity and then we will also have sidewalks.

Alex Moore – Your plan as designed does not meet the connectivity ratio of 1.4; the current plan needs that subdivision variance granted by Planning Commission.

Brian Iagnemma – Mr. Holt, the intent of that bullet point was in reference to the sidewalks. Our engineer Mr. Roper, can speak regarding the connectivity and topography challenge that we have at this site.

Jerry Holt – So we won't know when we make a decision to approve this plan whether or not you will have sidewalks?

Alex Moore – I would like to add that staff would recommend that sidewalks be added on at least one side of the internal private streets along the soft surface walking pads. Of course they have to turn around and submit construction plans that would indicate that the sidewalk has been designed for this project. Staff is making a strong recommendation that sidewalks are a condition....

Jerry Holt – The Planning Commission has the authority to give a conditional approval regarding the requirement that sidewalks should be installed.

Alex Moore – Right.

Jerry Holt – I just wanted to clarify that.

Melvin Deese – 792 Fort Mill Highway, Indian Land SC. – My property is adjacent to this property and my neighbor and I have been under the impression that we were going to have access out of this place to Highway 160 at the Rosemont stop light. We looked at the plan earlier but I couldn't really tell anything from it. I would like to address that if we could please.

Alex Moore – Do you live on Black Ash?

Melvin Deese – Yes sir.

Alex Moore – Black Ash will remain open.

Melvin Deese – How are ya'll planning on getting in and out of there with the traffic?

Alex Moore – They will not access Black Ash. The access will be from the Rosemont PDD from this proposed development.

Melvin Deese – So our road is going to stay open and ya'll will access through Rosemont to the stop light?

Alex Moore – That is correct.

Melvin Deese – Thank you.

Sara Dunn – 9741 Black Ash Road Fort Mill, SC – I've lived here for 34 years and the road has not been maintained very well. It is a county road. My good husband who is now deceased and the neighbors that no longer work there and my neighbor adjacent on the corner; we've always maintained and cut the weeds and did everything we possible could for that road. Will I be looking at the backend of these townhomes or will I be looking at the front? How well is my road going to be maintained? Is it going to be paved? We were told it was going to be paved. We were told that Black Ash was going to run into the development and over to the Rosemont light. That is what we were told back in 2014.

Alex Moore – The backs of the townhomes will be there but there is a 25 foot buffer with landscaping that is indicated on the site plan. They have met the requirement in that regard.

Sara Dunn – Is Black Ash going to end at my home where it's at right now? Is Black Ash going to be taken out through the development?

Alex Moore – Based on the site plan Black Ash will be left as is.

Sara Dunn – Your development is not going to have anything to do with Black Ash then?

Alex Moore- That is exactly right.

Sara Dunn – Ok, I hope will have more improvement on Black Ash Road. I've been there 34 years and that is my only home I've known. My husband was talking to a realtor a week before he passed away because they told us Black Ash Road was going to go into this development over to Rosemont. At least we know now that Melvin and I will be the only one on Black Ash Road.

Nick Kerzman – 13108 Wilburn Park Lane, Indian Land SC. I am part of the Claremont subdivision which is just down the road from this proposed project. I think this is a nice project and a nice addition to the area. I think as the applicant stated, it's a nice transition of use of the property from the commercial to the single-family residential. I noticed that in the applicant's original submission that there were no plans submitted for the water supply, storm drainage, and sewer. I noticed from the site plan there may be an additional pond so maybe the applicant can clarify on his closing comments if that is intended to manage storm water onsite or what the plans are to manage storm water. The other question I had is regarding the existing wetland and if there has been any environmental impact assessment that has been done regarding the wetland. Also any mitigation that needs to take place and what the applicant is proposing to do to protect the wetland during site construction so that doesn't get filled up with red clay or whatever contaminants might be on the site. That is just some of my questions that maybe the commission can have the applicant address. Thank You

Alex Moore – The site plan indicates that the existing pond to the north is part of their storm water system. The wetlands will not be disturbed. The portion of the road that goes into the Rosemont PDD that has a small amount of wetlands; that will require a permit from the Core. The vast amount of wetlands is not going to be affected and that is one reason why they are asking for a variance. That way on the connectivity, they will not have to connect into that PDD and disturb those wetlands. Their engineer may want to speak on where they stand with this. The state will approve the storm water plan for the site. We will not release construction plans until we have that letter from the state.

Brian Iagnemma – I think Alex has done a great job of answering both questions. But, just to close a loop, Roseglen is a self contained community and we will not be affecting Black Ash Road. As Alex stated, we do have the 25 foot buffer and we have no intention or no plans of disturbing Black Ash Road. In regards to the pond in the northern portion of the property; that is for storm water management. I will defer to Matt Roper to discuss the wetlands and answer any questions.

Matt Roper – 3007 Hinsdale Street, Charlotte NC – I am the civil engineer for this project. We have had the streams and wetlands delineated, so we know where those are. We will either avoid impacts with no impact stream crossings or if we have any impacts of course we will permit those through the Core and DHEC. We will submit to DHEC for erosion control permit and want to leave the existing pond as pristine as possible so we will divert any new storm water. It will go to a new BMP which is showing on the northern corner there to handle any run off and any pre and post development discharge

we have to handle through our SWPP permit through the state. We have also I think submitted a preliminary water and sewer plan to Lancaster County Water and Sewer District and they have reviewed that and we have some comments through DRC on that.

Jerry Holt – I would move for approval with conditions that we grant the requested connectivity index variance and also with the condition that there be a requirement for sidewalks on at least one side of the two major thoroughfares. Basically the “T” type roads; that each of those roads have sidewalks on one side. Rosemont Drive which is the primary ingress and egress point to this shopping center except for the parking lot they’ve got to go through, does have sidewalks on both sides. The applicant has indicated that there is a proposed sidewalk along Highway 160 so it would make sense to continue that theme. I guess we don’t have proposed street names at this stage, right?

Penelope Karagounis – I don’t believe so.

Jerry Holt – The long leg that is vertical and the shorter leg that is horizontal (interior streets); that those streets be required to have sidewalks on at least one side.

Jerry Holt – There is a hammerhead at the end of those two streets and I don’t know that it’s necessary because of the short length of those two that they would require sidewalks. I wouldn’t see that as a requirement.

Alex Moore – I don’t think it would serve as a great use to the community. That was a requirement that fire service recommended, so that is why those are there.

Charles Deese – That would not be considered a street.

Alex Moore – Technically it will be part of the street but.....

Charles Deese – Interior streets with the exception of the hammerheads?

Jerry Holt – Correct.

Jerry Holt made a motion to approve with conditions of approval for the variance on the street connectivity, sidewalks on at least one side of all interior streets with the exception of the hammerheads and Jim Barnett seconded the motion.

VOTE: 7 AFFIRMATIVE 0 NEGATIVE MOTION CARRIED

Penelope Karagounis – You will work with Alex Moore to make those revisions and to include the conditions that were on the request by Planning Commission. It needs to be on record on the preliminary plan and we will stamp approval for a 2 year vested plan.

SD-015-009 – Preliminary Subdivision Plan Application of Ed Estridge (Sinacori Builders) - Covington. The proposed subdivision has partial frontage along the northern edge of Harrisburg Road (located ± 1.2 miles north of the intersection of Harrisburg Road and Elmsbrook Lane) and partial frontage along the southeastern edge of Barberville Road (located ± .35 mile southwest of the NC/SC state line) and consists of ± 165.57 acres. {Public Hearing} pgs. 31-96

TMS# 0003-00-040.02, 0003-00-040.04, 0003-00-040.06, 0003-00-040.09, 0004-00-001.00, 0004-00-0002.0, part of 0003-00-040.00 & part of 0003-00-040.13
Alex Moore

PLANNING STAFF REPORT: SD-015-009, COVINGTON

I. FACTS

(A) GENERAL INFORMATION

Proposal: Preliminary Subdivision Plan Application of Ed Estridge (Sinacori Builders)

Property Location: The proposed subdivision has partial frontage along the northern edge of Harrisburg Road (located \pm 1.2 miles north of the intersection of Harrisburg Road and Elmsbrook Lane) and partial frontage along the southeastern edge of Barberville Road (located \pm .35 mile southwest of the NC/SC state line) and consists of \pm 165.57 acres.

Legal Description: TMS # 0003-00-040.02, 0003-00-040.04, 0003-00-040.06, 0003-00-040.09, 0004-00-001.00, 0004-00-002.0, part of 0003-00-040.00 & part of 0003-00-040.13

Zoning Classification: The properties are zoned R-15P with a Cluster Subdivision Overlay District (CSOD).

(B) SITE INFORMATION

Site Description: The project contains \pm 165.57 acres and is proposed to consist of 325 single-family lots for a density of 1.96 DU/AC

(C) VICINITY DATA

Surrounding Conditions: The parcels that comprise the Covington CSOD are surrounded by the following immediately adjacent zoning districts: Adjacent parcels to the **SOUTH** are zoned R-15P Moderate Density Residential/Agricultural Panhandle District. Adjacent parcels to the **EAST** (Mecklenburg County) are zoned R-5 (CD) which permits a density of five units per acre. Adjacent parcels to the **NORTH** are zoned R-15P. Adjacent parcels to the **WEST** are zoned R-15P and R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District.

(D) EXHIBITS

1. Subdivision Application
2. Variance Application 1 (Centerline Radius)
3. Variance Application 2 (Minimum Block Length)
4. Memo from K&L Gates Regarding Possible Gap in Deeds
5. Covington Development Agreement
6. Large Plan Set (In Packet)

II. Findings

(A) DEVELOPMENT DATA SUMMARY—COVINGTON

- DEVELOPER: SINACORI BUILDERS
- TOTAL SITE ACREAGE: ± 165.57 ACRES
- CURRENT ZONING: R-15P WITH A CLUSTER SUBDIVISION OVERLAY DISTRICT (CSOD)
- PROPOSED LOTS: 325 LOTS (1.96 DU/AC)
- MAXIMUM DENSITY ALLOWED PER DEVELOPMENT AGREEMENT: 2.0 DU/AC
- DENSITY PROVIDED PER PRELIMINARY PLAN: 1.96 DU/AC
- LOT SIZES: 55' LOTS—108 (33.3%), 65' LOTS—109 (33.5%), 75' LOTS—108 (33.2%)
- SETBACKS: FRONT: 20', REAR: 30', SIDE: 7', SIDE CORNER: 15'
- TOTAL OPEN SPACE PROVIDED INCLUDING PRIMARY CONSERVATION AREAS AND UPLAND AREAS: ± 64.77 ACRES (39% OF SITE)
- REQUIRED OPEN SPACE LESS PRIMARY CONSERVATION AREAS: ± 35.25 ACRES
- PROVIDED OPEN SPACE LESS PRIMARY CONSERVATION AREAS: ± 46.84 ACRES
- STREETS WILL BE PRIVATE
- ALL LOTS SOUTH OF CLEM'S BRANCH CREEK AND WITHIN THE COVINGTON CSOD SUBDIVISION ARE INTENDED TO BE AGE-RESTRICTED. SEE SECTION 4.07 OF THE APPROVED DEVELOPMENT AGREEMENT (EXHIBIT 5).
- ROAD IMPROVEMENTS: SEE SECTION 4.04 OF THE APPROVED DEVELOPMENT AGREEMENT. IN ADDITION, SCDOT HAS CONCURRED WITH THE FINDINGS OF THE STUDY PREPARED BY SPRAGUE & SPRAGUE ENGINEERING. SEE MEMOS WITHIN EXHIBIT 1 AND EXHIBIT 5, DEVELOPMENT AGREEMENT.
- POSSIBLE ± 2.083 ACRE GAP IN DEEDS: SEE EXHIBIT 4 PREPARED BY K&L GATES REGARDING COVINGTON TITLE AND SURVEY MATTERS.

(B) UDO VARIANCE REQUESTS—COVINGTON

1. A request for a variance from the Lancaster County road standards, Section 26-61(3) Road Design Geometric Criteria. See Exhibit 2.
 - **Staff recommendation:** The applicant has demonstrated via the exhibit that the proposed reduction in turning radii allows a fire-ladder truck to be accommodated. The goal of this variance is to increase open space within this project. The evidence provided indicates that public safety will not be compromised with this design. Staff recommends that this variance be **APPROVED.**

2. A request for variances from the Lancaster County subdivision standard which requires a minimum block length of 600'. See Exhibit 3.
 - **Staff recommendation:** This variance request will allow for block lengths of less than 600 feet around the perimeter of pocket parks and open space areas within Covington. Additionally the request will allow for a variance around a residential block adjacent to an amenity area. It is the opinion of Planning Staff that these variances allow for important open space features within the Covington CSOD. They improve the design and functionality of the open space. Staff recommends that these variances be **APPROVED.**

III. CONCLUSIONS

The fundamental purpose of the Cluster Subdivision Overlay District in Lancaster County is to encourage protection of open space. Open space within these projects may include critical natural areas and other significant site features. Required open space must also include a substantial amount of upland acreage (non-critical areas). All required open space within a Cluster Subdivision Overlay District Subdivision is based upon an established formula within the CSOD Ordinance as follows:

$$\underline{\text{TOTAL OPEN SPACE REQUIRED}} = ((\text{TOTAL PARCEL(S) ACREAGE} - \text{PRIMARY CONSERVATION AREAS}) \cdot 25) + \text{PRIMARY CONSERVATION AREAS}$$

In return for providing substantial open space within Cluster Subdivisions, developers receive the ability to reduce lot sizes, thus achieving a reduction in infrastructure and building costs. The goal of the CSOD review process should be equitable in that the project balances the objectives of both conservation and development.

To this end, the applicant has submitted the Covington Preliminary Plan to Lancaster County via the Cluster Subdivision Overlay District Ordinance. Based on the above Lancaster County CSOD open space formula the minimum upland acreage required within the Covington project is ± 35.2 acres. The Covington Preliminary Plan indicates that ± 46.84 upland acres are provided. With the addition of critical areas, the total open space provided is ± 64.77 acres per the Preliminary Plan. Thus the Preliminary Plan indicates that the applicant has exceeded the minimum open space requirements for this site.

Staff would like to also note that the Preliminary Plan indicates the applicant has agreed to preserve approximately three acres of the project that has been identified as a Revolutionary

War campsite used by American Colonial forces. Additionally this location was visited by President George Washington while on his southern tour of the United States. This historic site is proposed to be connected to the future adjacent Clem's Branch Greenway to be established by Mecklenburg County, North Carolina. The applicant has commissioned an archeological study of this site and will present the findings at the Planning Commission meeting on October 20th.

Lancaster County Planning Staff concludes that this project reflects an equitable balance of conservation and development and substantially meets the requirements of the Cluster Subdivision Overlay District Ordinance. The variances which are requested concurrently with Preliminary Plan approval do not undermine the integrity of the CSOD Ordinance. It is Staff's opinion that the spirit of the CSOD Ordinance will be upheld by the granting of these variances.

IV. RECOMMENDATION

It is thus the recommendation of Lancaster County Planning Staff that the Covington Preliminary Plan be **APPROVED** along with the requested variances as noted in Section II(B) of this report.

RECEIVED
9-8-15



Date: September 8, 2015

Project Name: Covington

Project Number: DN18.101

To: Ms. Penelope Karagounis, Planning Director
Mr. Alex J. Moore, AICP
Lancaster County Planning Department

Re: Preliminary Plan Submittal

In addition to the items that are listed on the transmittal form that has been included with the Covington Preliminary Plan submittal, the following information is being incorporated to help further clarify a few of the items that warrant further explanation.

Traffic Impact Study

As you may recall the applicant has retained Gaye Sprague with Sprague and Sprague Consulting (SSC) who specializes in Traffic Engineering and Transportation matters to further coordinate review of the Covington project with Vic Edwards/SCDOT. Gaye Sprague was the Traffic Engineer with the Southstone/M/I project who worked closely with Vic Edwards to obtain his approval on the original TIA. Since that project closely mirrors what is being presented for Covington, Ms. Sprague has requested that VIC allow her to develop a Tech Memorandum update utilizing the same information that was previously presented and approved for Southstone. Vic was receptive to this approach since the projects are almost identical from a traffic reporting and analysis standpoint.

As a result, we have included (in lieu) of another TIA document, and as discussed with Vic Edwards, copies of Sprague and Sprague's Technical memorandum and Vic Edwards' office ensuing response letter approving this more recent data/information and study approach. Attached is a letter from John McCarter with SCDOT stating their concurrence with the methodology and conclusions of SSC's more recently submitted report.

Historical Site

As you recall, during the CSOD rezoning process and as further edified in the Development Agreement for Covington, the Applicant has agreed to monument and provide an easement for trail access to the historic revolutionary war trail area that traverses the project boundary in

the reaches of the site along Clems Branch Creek near the neighboring Bridgehampton development.

The applicant has hired a Historical Archeologist who specializes in identifying these types of features throughout the southeastern United States, Brockington and Associates. Although Brockington has undertaken a detailed survey of these areas of the property and is in the midst of finalizing their report to share with the Planning Commission and staff, the report was not fully completed to include as part of this transmittal. Although reporting on these historical attributes is not required, Sinacori Builders has felt that it would be helpful in explaining the basis for the applicant's preliminary locations for the subject trail easement and related interpretive monument/kiosk or sign panels that are being proposed to comply with the Development Agreement.

Since we are still in the preliminary planning stages of the project whereby no site grading or vertical design has yet to be undertaken, the proposed trail easement is noted as an Option A/Option B location each connecting to the old wagon road cut that has been discovered by Brockington to traverse the northern/boundary of the property. It appears that this trail is located in proximity to an existing access path/drive area that provides access to the Lift Station that is actually located in Mecklenburg County, NC.

We expect to have this report ready in the next several weeks for the October Planning Commission meeting to help further communicate about this trail/easement attribute and to narrow it down to one physical location (Option A or B).

Sincerely,
Michael Kahre



The Preliminary Plan Application is due by the first Monday of every month before 5:00 p.m. It is the applicant's responsibility to email the digital copies to the local agencies. Submit digital copies (see below) of the preliminary plan (24x36) minimum, pdf format to the 15 agencies below. Then, the local agencies will send their comments for the preliminary plan to the Lancaster County Planning Department. Six (6) hard copies (Turn into Planning Dept. for Planner in Charge to distribute to the Public Works, Zoning Department, and E-911 Addressing (Plans must be assembled and folded).

The applicant should hire a licensed engineer or landscape architect to prepare the preliminary plan. The preliminary plan must be prepared in accordance with the requirements and standards outlined in Section 13.8.2, Preliminary Plan and Supporting Data, of the Lancaster County Unified Development Ordinance.

Subdivision Fees –

Preliminary Plat 1 to 10 lots = \$25 per lot

Preliminary Plat 11 or more lots (per lot) = \$300 plus \$10 for each lot

Construction Documents for Preliminary Plat = same fee as above

Final Plat = \$100 plus \$10 for each lot or building permit

Subdivision Variance = \$200 per instance

- This document and the Preliminary Plan Application checklist are under revision by the Lancaster County Planning Department. The applicant is responsible in checking with the Lancaster County Planning Department on any updates of the Preliminary Plan checklist.

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

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

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

Rev: 01-13-15

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-015-009 Date Received 9-8-15 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: Covington

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: 0003-00-040.02, 0003-00-040.04, 0003-00-040.06, 0003-00-040.09, 0004-00-001.00, 0004-00-002.00, 0003-00-040.00 (portion) & 0003-00-040.13 (portion)

Area in Acres: +/- 166.00 Acres (161.42 acres within South Carolina)

Number of Lots: 322 Lots

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

Existing Land Use District Classification: R15P CSOD

	APPLICANT	
CONTACTS:	PROPERTY OWNER	SURVEYOR/ENGINEER
NAME	<u>Sinacori Builders</u>	<u>Peter Tatge/ESP Associates</u>
ADDRESS	<u>P.O. Box 471785</u>	<u>3475 Lakemont Blvd.</u>
CITY/STATE/ZIP	<u>Charlotte, NC 28247</u>	<u>Fort Mill, SC 29708</u>
PHONE NUMBER	<u>704-975-9560</u>	<u>803-835-0911</u>

Waster Supply: Wells Central LCWSD
Name of Provider

Water Treatment: Septic Central LCWSD
Name of Provider

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

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

PRELIMINARY PLAN APPLICATION CHECKLIST
(Refer to Section 13.8)

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

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

If any of the above items are not included in your proposal, please explain why: Grading Plan and Road Profile
to be provided during construction document phase.

(use back of form if additional space is needed)

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



COVINGTON TRAFFIC REVIEW
Indian Land, South Carolina
May 13, 2015

Introduction

Covington is a residential development planned for the southeastern quadrant of the intersection of Barberville Road/Harrisburg Road in Indian Land, South Carolina. The conceptual site plan is shown in Attachment 1 and shows that the development is planned with 328 single family residential lots. A floodplain divides the development into two sections. The southern section contains 136 lots and will have access to Harrisburg Road. The northern section will contain 192 single family lots and will have access to Barberville Road.

An earlier plan for the same property was known as Southstone. The conceptual plan for Southstone is shown in Attachment 2 and shows that it was also planned with 328 single family units. The primary difference between the two plans is that the Southstone plan had a roadway connection between the southern and northern sections of the development. In addition, Covington is currently planned with two access points on Barberville Road.

A traffic study was conducted for Southstone, and the final report was dated June 6, 2014. The conclusions and recommendations of the study were:

- *Barberville Road (S-42)/Harrisburg Road (S-64)* – This intersection currently operates acceptably and will continue to do so overall with existing timing and no build or build volumes. However, the eastbound delay will see the highest increase with no build or build volumes. A timing change reduces that delay. Both no build and build volumes yield a cross product that exceeds 50,000 for the eastbound left, but an eastbound left turn phase is not suggested in this study because existing volumes do not yield a cross product of 50,000 and acceptable operation can be obtained without it. The projected 95th percentile queues for the eastbound left from Barberville to Harrisburg exceed the available storage with no build and build volumes. However, the difference in the direct comparison of no build and build is only 15 feet. Therefore, no modifications are recommended at this intersection, but SCDOT should monitor the need for the eastbound left turn phase.
- *Barberville Road (S-42)/Caroline Acres Road* - This intersection currently operates acceptably and will continue to do so with either no build or build volumes.
- *Site Accesses* - The site driveway intersections will operate acceptably with build volumes. Left turn lanes with 150 feet of storage should be built on Barberville and Harrisburg, and right turn lanes with 100 feet of storage should be provided on the site access exits. The exact locations of the site accesses will be worked out with SCDOT in the encroachment permit process.

Purpose of Review

The purpose of this review is to determine if the conclusions and recommendations of the Southstone study can apply to the Covington development.

Assigned Site Trip Comparison

Because there will be no connection between the northern and southern sections of Covington, the site trips will be separate. The site trips estimated for Southstone were based on the number of units. Therefore, the number of site trips will be the same for Covington because the number of units is the same. The site trips were divided proportionally between the northern and southern section in relation to the number of units in each section, and the site trips for Covington are shown in Table 1.

Table 1
COVINGTON TRIP GENERATION
 Covington Traffic Review
 Indian Land, South Carolina

Section/Use/Size	Morning Peak Hour			Afternoon Peak Hour		
	Enter	Exit	Total	Enter	Exit	Total
Northern – 192 single family units	35	105	140	113	66	179
Southern – 136 single family units	25	75	100	80	47	127
Total – 328 single family units	60	180	240	193	113	306

Using the site trip distribution from the Southstone study, the Covington site trips were assigned to the study intersections. The peak hour site trip figure from the Southstone development was marked up with the Covington trips so that a direct comparison could be made. As shown in the figure in Attachment 3, the differences are not great. Therefore, the conclusions and recommendations of the Southstone study can apply to the Covington development.

To double check the need for left turn lanes, the trip comparison was also made on the left turn lane guideline graph from the Southstone report. As shown in Attachment 3, the conclusion that left turn lanes are needed on Barberville and Harrisburg still applies.

Internal Traffic and Number of Barberville Road Accesses

The current plan for Covington shows two access points on Barberville. The final locations of these access points will be addressed in the final plan for the subdivision and will be reviewed by SCDOT in the encroachment permit process. If, in the encroachment permit process, it is found that there are not two acceptable access points on Barberville Road, the developers of Covington may need to request a single entrance to the 200 single family units in the northern section of the development.

Section 13.7.8.9 of Lancaster County's Unified Development Code states that a subdivision of more than 150 lots must have two accesses. However, the planning commission can approve up to 300 lots with one access if certain measures are taken and a traffic impact statement is made.

The external operation of one access at Barberville Road has already been addressed in the previous traffic study, and, as noted in the introduction, a left turn lane with a storage of 150 feet on Barberville and a right turn lane with a storage of 100 feet on the exit were recommended.

As for internal operation, the method of assessing traffic impact has more to do with an appropriate volume rather than capacity. By accepting up to 150 lots with one access, the County has already set an acceptable volume. A subdivision of 150 lots would generate 115 trips in the morning peak hour and 152 trips in the afternoon peak hour. As shown in Attachment 3, a single entrance for Covington would carry 140 trips in the morning peak hour and 179 trips in the afternoon peak hour. If two access points are provided, the volumes on the higher-volume street are expected to be 113 in the morning and 120 in the afternoon. The volumes expected on the single entrance access do exceed the 150-lot volumes, but they do not exceed the 300-lot volumes which would be 220 in the morning and 283 in the afternoon.

Emergency access is also a consideration in the number of entrances and will be addressed by others.

Conclusions and Recommendations

- With the planned 328 units in Covington and with a split of 192 in the northern section and 136 in the southern section, the conclusions and recommendations of the Southstone study can apply to the Covington development.
- Covington is currently planned with two entrances into the northern section which is planned with 192 units. The County allows no more than 150 lots in a subdivision with one access unless the subdivision has less than 300 lots and certain measures are taken and a traffic impact statement is made. Should only one access be found acceptable in the SCDOT review, this is the traffic impact statement which will apply:
 - o The external operation of one access at Barberville Road has already been addressed in the previous traffic study, and, as noted in the introduction, a left turn lane with a storage of 150 feet on Barberville and a right turn lane with a storage of 100 feet on the exit were recommended.
 - o As for internal operation, the method of assessing traffic impact has more to do with an appropriate volume rather than capacity. By accepting up to 150 lots with one access, the County has already set an acceptable volume. A subdivision of 150 lots would generate 115 trips in the morning peak hour and 152 trips in the afternoon peak hour. As shown in Attachment 3, a single entrance for Covington would carry 140 trips in the morning peak hour and 179 trips in the afternoon peak hour. If two access points are provided, the volumes on the higher-volume street are expected to be 113 in the morning and 120 in the afternoon peak hour.
 - o The volumes expected on a single Barberville Road access do exceed the 150-lot volumes, but they do not exceed the 300-lot volumes which would be 220 in the morning and 283 in the afternoon.
 - o Emergency access is also a consideration in the number of entrances and will be addressed by others.

[Handwritten signature]
 REGISTERED PROFESSIONAL ENGINEER
 SOUTH CAROLINA
 No. 09769
 GARRISON SPRAGUE
 5/13/15

SOUTH CAROLINA
 SPRAGUE & SPRAGUE
 CONSULTING ENGINEERS
 No. 000288
 CERTIFICATE OF AUTHORIZATION

Pages 1-3; Attachments 1-3

 **Sprague & Sprague**
 Consulting Engineers
 Post Office Box 9192
 Greenville, South Carolina 29604
 864/242-3106

Attachment 1

COVINGTON SITE PLAN

Attachment 2

SOUTHSTONE SITE PLAN

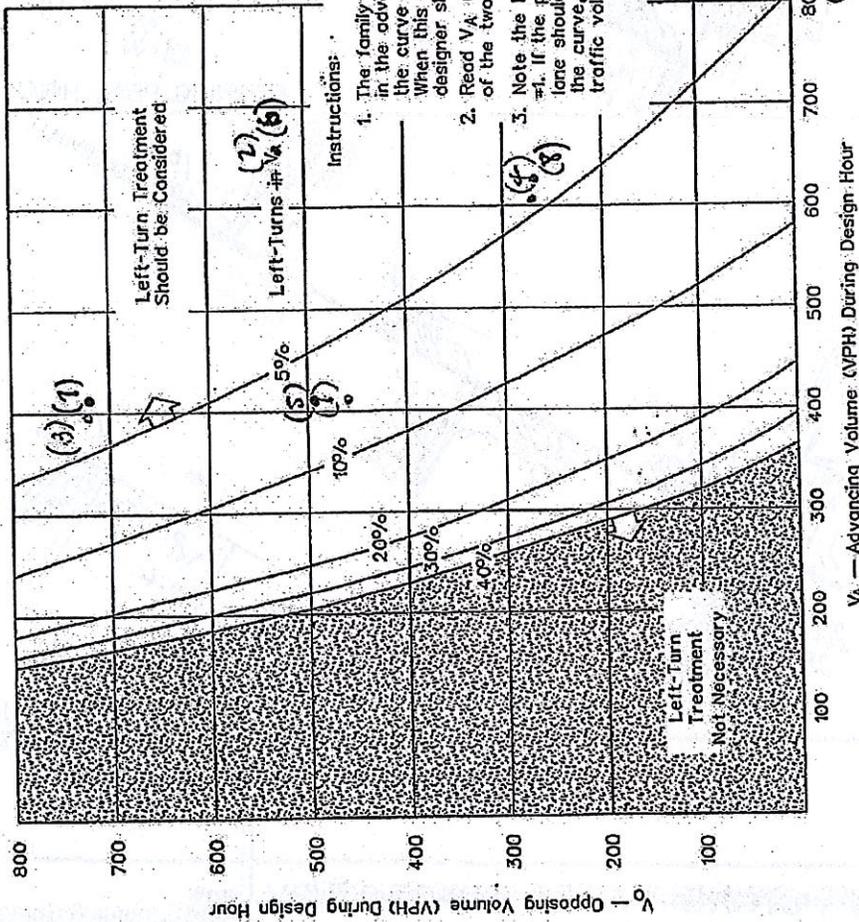
Attachment 3

ASSIGNED SITE TRIP COMPARISON

BUILD VOLUMES

V_A = Total advancing traffic volume which includes all turning traffic

V_0 = Total opposing traffic volume which includes all turning traffic



Instructions:

- The family of curves represent the percent of left turns in the advancing volume (V_A). The designer should locate the curve for the actual percentage of left turns. When this is not an even increment of five, the designer should estimate where the curve lies.
- Read V_A and V_0 into the chart and locate the intersection of the two volumes.
- Note the location of the point in #2 relative to the curve in #1. If the point is to the right of the curve, then a left-turn lane should be considered. If the point is to the left of the curve, then a left-turn lane is not warranted based on traffic volumes.

Barbeyville - See Access
 (1) am $V_0 = 494$, $V_A = 409$, $i = 5\%$
 (2) pm $V_0 = 526$, $V_A = 659$, $i = 9\%$
 Harrisburg - See Access
 (1) am $V_0 = 403$, $V_A = 357$, $i = 8\%$
 (2) pm $V_0 = 273$, $V_A = 625$, $i = 9\%$

VOLUME GUIDELINES FOR LEFT-TURN LANES AT UNSIGNALIZED INTERSECTIONS ON TWO-LANE HIGHWAYS (40 MPH)

CONVICTION TRAFFIC REVIEW (5)-(8)

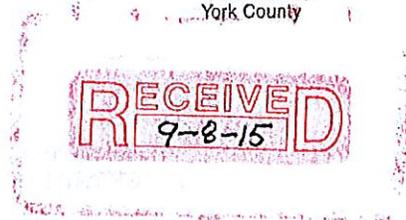
Figure 15.5G



South Carolina
Department of Transportation

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

May 1, 2015



Mrs. Gaye Sprague, P.E.
Sprague & Sprague Engineering
Post Office Box 9192
Greenville, South Carolina 29605

RE: Traffic Memo – Harrisburg Road (S-46-64)
Southstone – Covington
Lancaster County

Dear Mrs. Sprague:

Thank you for the Traffic Evaluation regarding the Covington site located near the intersection of S-46-64 (Harrisburg Road) and S-46-705 (Barberville Road). We concur with the methodology and conclusions of the report.

We look forward to working with the Site civil engineer on the evaluation and design of the accesses during the encroachment permit process.

Should you have any additional questions or concerns regarding this matter, please contact Vic Edwards at (803) 385-4240.

Sincerely,

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

JMM:spm

ecc: John D. McKay, SCDOT Lancaster Resident Maintenance Engineer
Dan Hopkins, SCDOT Permit Inspector

File: D4/PO/VME



EXHIBIT 2

RECEIVED
9-8-15

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

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

Do Not Write In This Box		
Application No. <u>SD-015-009</u>	Date Received <u>9-8-15</u>	Fee Paid <input checked="" type="checkbox"/>

1- This application is for : (check one)

A variance from the requirements of the Ordinance (fill in items # 2 & 3)

An appeal for clarification or interpretation of the Ordinance (fill in item # 3)

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

0004-00-002.00, 0004-00-001.00, 0003-00-040.06, 0003-00-040.04, 0003-00-040.02, & 0003-00-040.09

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

Reduction in centerline radius, Section 26-61(3) Road Design Geometric Criteria, to a minimum

of seventy-five (75) feet to accommodate a pocket park within the northeastern section of the

community. See attached documentation for additional information

(attach additional information as needed)

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

APPLICANT'S NAME: (PRINT)

Ed Estrogo

ADDRESS:

Sinacori Builders

P.O. Box 471785

Charlotte, NC 28247

PHONE: 704-975-9560

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

[Signature]

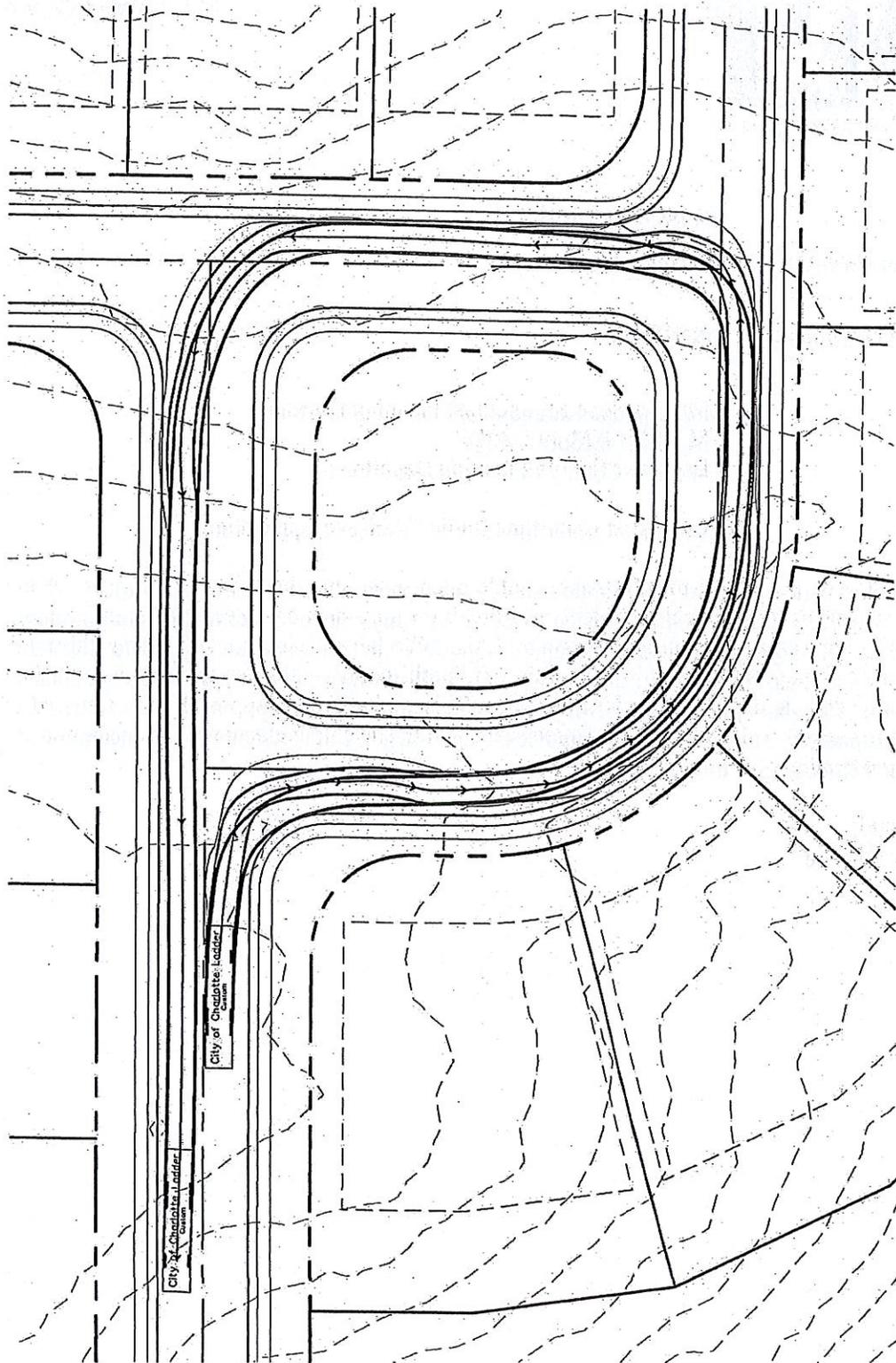
SIGNATURE

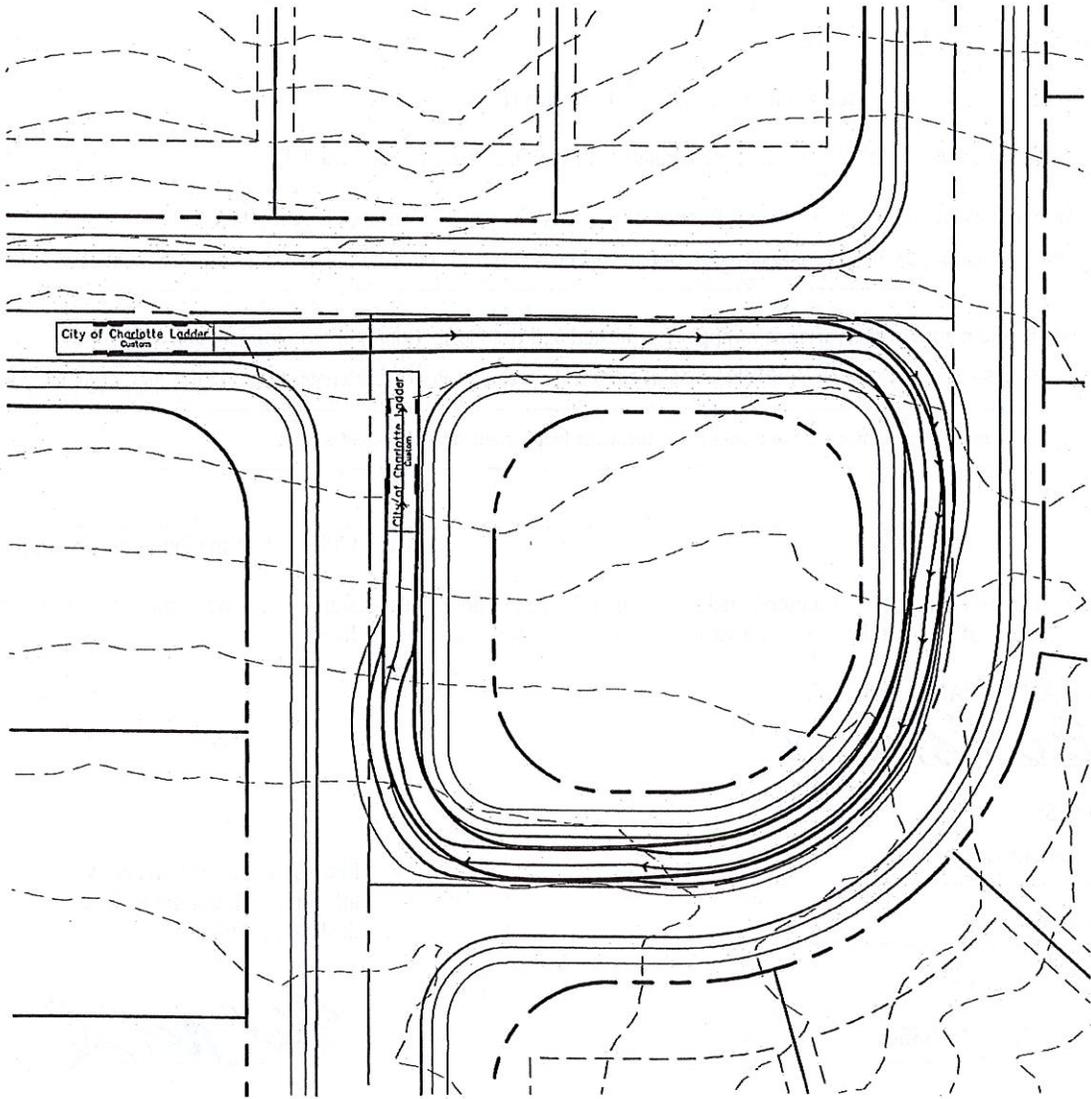


Date: September 8, 2015
Project Name: Covington
Project Number: DN18.101
To: Ms. Penelope Karagounis, Planning Director
Mr. Alex J. Moore, AICP
Lancaster County Planning Department
Re: Covington Centerline Radius Variance Application

The pocket park is used to incorporate usable open space into this area of the project, while also serving as a traffic calming device to break up long runs of street and creating a more visually appealing community streetscape design. We have enclosed an Exhibit to illustrate how this proposed reduction in the turning radii still allows sufficient area to accommodate non impeded circulation of a ladder fire truck. This similar type of approach has been used in other instances to allow this type of streetscape and traffic calming features to be incorporated into the neighborhood design.

Sincerely,
Michael Kahre





RECEIVED
10-13-15

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

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

Do Not Write In This Box		
Application No. <u>SD-015-009</u>	Date Received <u>10-13-15</u>	Fee Paid <input checked="" type="checkbox"/>

1- This application is for : (check one)

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

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

0003-00-040.02, 0003-00-040.04, 0003-00-040.06, 0003-00-040.09, 0004-00-001.00, 0004-00-002.00, 0003-00-040.00 (portion) & 0003-00-040.13 (portion)

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

Variances from Section 13.7.9.1 of the Lancaster County UDO is requested to allow block lengths less than 600 feet, as further discussed in

the following memo, to accommodate five blocks in the locations highlighted in the attached exhibit.

(attach additional information as needed)

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

APPLICANT'S NAME: (PRINT)

ED ESTRIDGE

ADDRESS:

Sinacori Builders

P.O. Box 471785

Charlotte, NC 28247

PHONE: 704-975-9560

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

Ed Estridge

SIGNATURE

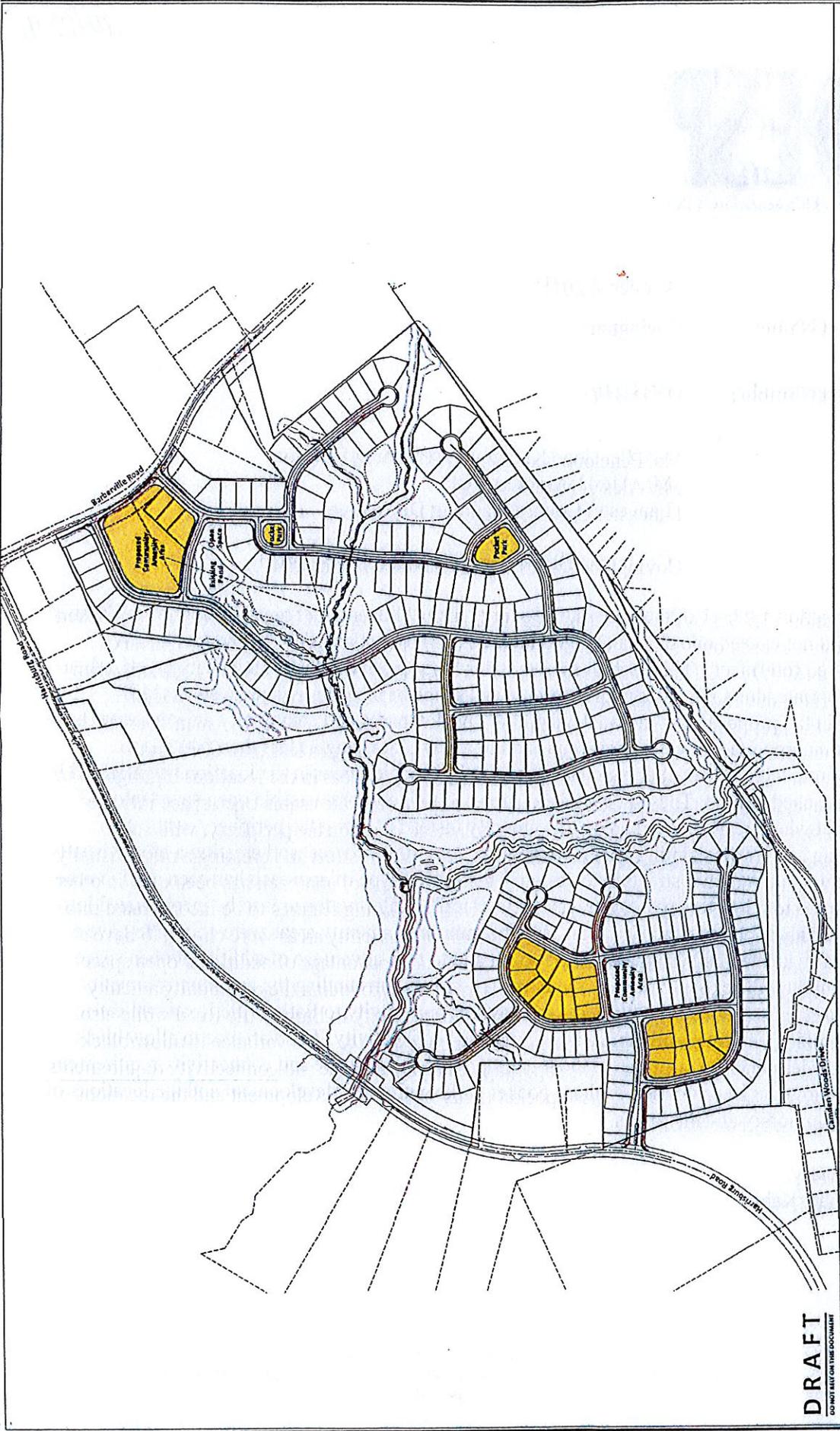
RECEIVED
10-13-15



Date: October 9, 2015
Project Name: Covington
Project Number: DN18.101
To: Ms. Penelope Karagounis, Planning Director
Mr. Alex J. Moore, AICP
Lancaster County Planning Department
Re: Covington Block Length Variance Application

Per Section 13.7.9.1 of the Lancaster County UDO, "the length of blocks hereafter established should not exceed one thousand eight hundred (1,800) feet and shall not be less than six hundred (600) feet". This section further states "the length of blocks may be modified, when appropriate, due to the topography or physical shape of the property being subdivided". Within the proposed Covington development pocket parks and community amenity areas have been incorporated. A variance is requested to allow block lengths less than 600 feet to accommodate these pocket parks and community amenity areas in the locations highlighted in the attached exhibit. These pocket parks are used to incorporate usable open space into the project where residents can enjoy this amenity instead of along the periphery, while also serving as a traffic calming device to break up long runs of street and creating a more visually appealing community streetscape design. This similar type of approach has been used in other instances to allow this type of streetscape and traffic calming features to be incorporated into the neighborhood design. The locations of community amenity areas were chosen to have a centrally located gathering area to the south and to take advantage of additional open space surrounding the existing pond to the north. The roads surrounding the community amenity area to the north are also configured to provide connectivity to Barberville Road while also minimizing environmental impacts with internal connectivity. This variance to allow block lengths less than 600 feet due to the topography, physical shape and connectivity requirements will allow the incorporation of these pocket parks within the development and the locations of the community amenity areas.

Sincerely,
Michael Kahre



DRAFT
DO NOT RELY ON THIS DOCUMENT



ESP Associates, P.A.
10000 N. 15th Ave., Suite 100
Charlotte, NC 28228
Tel: 704.366.1111
Fax: 704.366.1112
www.ESPAssociates.com



Covington
Variance Exhibit - Block Length
ESP Job# 09111.101
September 28, 2015



13175 South Ridge Drive, Suite A, Charlotte, NC 28273

EXHIBIT 4

K&L|GATES

K&L Gates LLP
4350 Lassiter at North Hills Avenue, Suite 300
Post Office Box 17047
Raleigh, NC 27619-7047
t 919.743.7300 www.klgates.com

MEMORANDUM

To Lancaster County Planning
From Michael F. King
Date October 8, 2015
Re Covington Title and Survey Matters

All:

Reference is hereby made to that certain Boundary Survey of Covington prepared by ESP Associates, P.A. dated 10/1/2015 attached hereto ("Survey"), that certain map recorded in Map Book 50 at Page 444, Mecklenburg County Registry attached hereto ("Record Map 1"), and that certain map recorded in Map Book 95 at Page 05, Lancaster County Registry attached hereto ("Record Map 2").

1. In regard to that certain cross-hatched tract identified as "Possible Gap in Deeds 2.083 acres" on the Boundary Survey ("Gap Tract") and based on our review of the title, we posit that the Gap Tract forms a part of the Sauer Properties, Inc. parcel as shown on the Boundary Survey. Record Map 1 establishes the western property line of the Banks & Betty Moore parcel, which is a common line and constitutes a portion of the eastern property line of the Sauer Properties, Inc. parcel. Record Map 2 establishes the remaining portion of the eastern property line of the Sauer Properties, Inc. parcel running within the Old Road Bed. In connection with the acquisition of the Sauer Properties, Inc. parcel, the developer will obtain quitclaim deeds to quiet title to the Gap Tract. As such, the acquisition of the Covington property will include the 2.083 acre Gap Tract.

2. In regard to the depiction of the NC/SC State Line, the Boundary Survey depicts the state line pursuant to the vesting deeds that reference the border of the Covington tract as running with the state line and shows for notice purposes an un-adopted and proposed re-location of the state line. Based on our review, no official action has been taken by the States of North Carolina or South Carolina or the Counties of Lancaster or Mecklenburg to effect any such re-location. As such, the acquisition of the Covington property will be consummated entirely within Lancaster County, South Carolina as no portion of the Covington property is located within Mecklenburg County, North Carolina.

If anyone has questions with regard to the matters above, please do not hesitate to contact me.

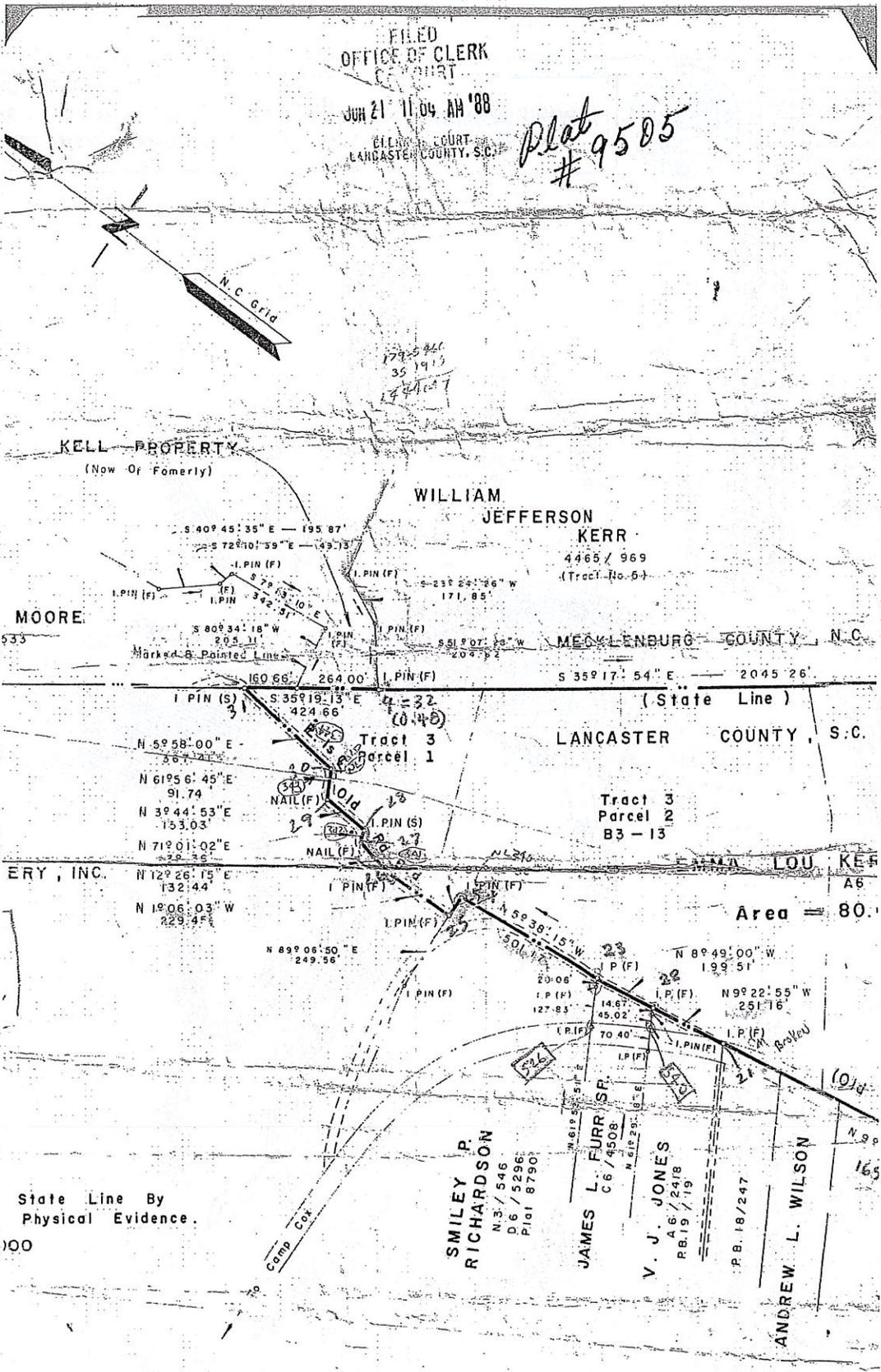

Michael F. King

FILED
OFFICE OF CLERK
OF COURT

JUN 21 11 04 AM '88

CLERK OF COURT
LANCASTER COUNTY, S.C.

Plat # 9505



BOUNDARY SURVEY
PROPERTY OF
LOU KERR FLETCHER
INDIAN LAND TOWNSHIP
LANCASTER COUNTY, S.C.

"I Earety" Certify that the galls of
Precision of the field survey is
1:10,000 as shown and the area was
determined by D.M.E. method of Area
Calculation.

MARCH 18, 1988

Ben M. [Signature]
S.C., R.L.S. No. 8592



attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Development Agreement attached to this ordinance.

B. The Council Chair and Council Secretary are each authorized to execute and deliver any related instruments, documents, certificates and other papers as are necessary to effect the delivery of the Development Agreement. The Council and its duly elected or appointed officers and any other County official are authorized to take any and all action as may be necessary to effectuate the purposes of this ordinance.

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

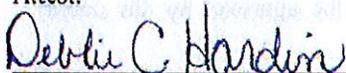


Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council

Attest:



Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:	April 21, 2015
First Reading:	June 22, 2015
Second Reading:	July 13, 2015
Council Public Hearing:	July 13, 2015
Third Reading:	July 27, 2015

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Ordinance No. 2015-1360

Page 2 of 3

As Recommended for Approval by the Infrastructure and Regulation Committee –3rd Reading Consideration

Exhibit A to Ordinance No. 2015-1360

**Development Agreement
Between
Sinacori Builders, LLC, and the County of Lancaster
Covington Development**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

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

ARTICLE I

GENERAL

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

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

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

(2) “Agreement” means this Development Agreement.

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

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

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

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

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

(7) Reserved.

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

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

(10) “Ordinance No. 2015-1361” means Ordinance No. 2015-1361 of the County zoning the Property R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District.

(11) “Ordinance No. 2015-1360” means Ordinance No. 2015-1360 of the County approving this Agreement.

(12) “Parties” means County and Developer.

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

(14) “Sinacori Related Entity” means (i) an entity that is owned or controlled by Developer, or is owned or controlled by any entity that owns at least a fifty percent (50%) membership interest in Developer; and (ii) any entity that is the successor in interest to Developer via merger or operation of law.

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

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

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

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

Section 1.05. Zoning. The Property is zoned R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District, pursuant to Ordinance No. 2015-1361.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2015-1360 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2015-1360 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred and forty (140) or more acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2015-1361 and the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

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

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

(F) For purposes of Subsection (D) of this Section 3.01 and Section 3.03(A)(3), the Laws and Land Development Regulations are anticipated to be amended subsequent to the Agreement Date to provide for requirements and standards applicable to storm water runoff conveyance systems and drainage improvements. The anticipated amendments are expected to include, but not be limited to, minimum standards for the design and sizing of storm drainage piping systems and access easements. These amendments to the Laws and Land Development Regulations will apply to the Property.

Section 3.01A. Connectivity; Sidewalks. (A) Notwithstanding the provisions of Sections 2.1.5.6(i), 13.7.10.3 and 13.7.9.1 of the UDO, all relating to connectivity, links and nodes, Developer and County agree that the Developer is not required to provide a stubbed out street for any adjacent undeveloped parcel or a parcel used for a single family home that contains a minimum of five (5) acres, except that a stubbed out street shall be provided to that parcel identified as Tax Map No's. 0003-00-042.00, 0003-00-040.11, and 0005-00-002.00. Further, due to inherent constraints associated with the Property, including, without limitation, topographic and environmental constraints, Developer and County agree that the subdivision shall have a connectivity index of not less than 1.0.

(B) Developer agrees to include sidewalks on Harrisburg Road, Barberville Road and within the development. The sidewalks on Harrisburg Road and Barberville Road will be built in coordination with the South Carolina Department of Transportation's road section requirements and shall be built to a width of six (6) feet. The responsibility of maintaining these sidewalks shall rest with the Property Owners Association. The sidewalk construction requirement on Harrisburg Road and Barberville Road is limited to the areas where Harrisburg Road and Barberville Road abut the Developer's Property identified herein. The purpose for including sidewalks is to promote the walkability of the development.

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

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

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

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

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

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

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

(B) Developer agrees to comply with any county-wide building, housing, electrical, plumbing, fire and gas codes required to be enforced pursuant to the laws of South Carolina 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, fire or gas code adopted by County Council.

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

(1) Development Review Committee process;

(2) Preliminary plan approval;

(3) Final plat approval;

(4) Zoning permits;

(5) Building permits; and

(6) Sign permits.

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer’s contact person, the location and number of acres of the Property associated with the transfer and the number of residential units subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.01A. School Payments. Developer agrees to pay to the County for the benefit of the Lancaster County School District One Hundred Sixty-Five Thousand and No/100 dollars (\$165,000.00) upon the earlier of either December 1, 2016 or the closing on the sale of any portion of the Covington development to an individual or entity other than a Sinacori Related Entity (the "School Payment"). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, "Developer" means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

Section 4.01B. Fire and EMS Station. Developer agrees to donate to County, by the time of final plat approval for the first phase of the Covington development, approximately two (2) acres of land to be identified by mutual agreement of the parties on Exhibit F (the "Substation Property"), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. Developer will convey fee simple title to the Substation Property to County by general warranty deed. The deed will include appropriate restrictions on the Substation Property to ensure that the Substation Property will continue to be used for either fire or public safety related uses, or both uses, for at least ten (10) years from the date of transfer. Title to the Substation Property shall be insurable. Developer is responsible for the costs and expenses of transferring title to the Substation Property, except County is responsible for any title insurance premiums if County chooses to purchase title insurance. County agrees, and County shall cause the Pleasant Valley Fire Protection District to agree, that the new Substation built on the Substation Property shall be of a design that is compatible with and will not detract from the Covington development; the parties anticipate that such Substation design will be

similar in exterior appearance to the sketch shown on Exhibit F-1, or substantially similar thereto with Developer's approval, which approval shall not be unreasonably withheld.

Section 4.01C. Funds for Public Safety. Developer agrees to pay County Three Hundred Thirty Thousand and No/100 dollars (\$330,000.00) upon the earlier of either December 1, 2016, or the closing on the sale of any portion of the Covington development to an individual or entity other than a Sinacori Related Entity (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 at the discretion of the County Council. As used in this section, "Developer" means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2015, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

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

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

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

(b) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer. Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be

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

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

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

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

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer agrees to provide County prior to final plat approval documentation that a mechanism, such as a property owners' association, is in place for the perpetual maintenance of all roads with the Property.

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

responsibility for providing potable water services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

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

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff conveyance systems and drainage improvements within the Property required by the development of the Property. All inlets, piping within a system, associated swales or other conveyance system shall be designed for a minimum twenty-five (25) year storm event. Individual culvert crossing shall be designed for a minimum twenty-five (25) year storm event. Developer agrees to construct or cause to be constructed permanent water quantity and water quality systems and improvements in accordance with best management practices. The applicable requirements and standards shall be the more stringent of either the requirements and standards contained in the Laws and Land Development Regulations as may be modified pursuant to Section 3.01(F) or the requirements and standards set by the South Carolina Department of Health and Environmental Control or its successor agency. All storm water systems and improvements will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

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

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

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

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

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

Section 4.05. Maximum Density. Notwithstanding the maximum density set forth in the UDO, the maximum density for residential use for the Property is two (2) dwelling units per acre.

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

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

Section 4.07. Age-Restricted Development. County acknowledges that Developer intends to develop the portion of the Property shown as Villages 5, 6, 7 and 8, consisting of approximately fifty-five (55) acres, located south of Clem's Branch Creek on the Cluster Subdivision Overlay District Rezoning Plan, attached hereto as Exhibit G and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, into an age-restricted community where at least eighty percent (80%) of the residential dwelling units within Villages 5, 6, 7 and 8 must be occupied (not owned) by at least one person fifty-five (55) years of age or older as permitted under the Fair Housing Act, as amended. The reason for including Exhibit G in this Agreement is solely for the purpose of identifying generally the area within the development where the age-restricted Villages will be located.

Section 4.08. Historic Site. Developer agrees to monument and provide an easement for trail access to the Historic Revolutionary War Trail area that traverses the Covington project near the project boundary and neighboring Bridgehampton development in the vicinity of Clem's Branch Creek. Proposed Easement for trail access will be planned so as to provide opportunities for possible future connection to the Clem's Branch Greenway that is being cooperatively planned across the SC/NC state line by the Mecklenburg County Parks and Recreation Department.

ARTICLE V

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Thursday, December 31, 2015, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

SINACORI BUILDERS, LLC,
a North Carolina Limited Liability Company

_____ By: _____

Name: _____

Title: _____

_____ Date: _____

STATE OF _____)

COUNTY OF _____)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Sinacori Builders, 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 _____, 2015.

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

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

**Exhibit A
Property Description**

Covington Development

Tax Map No. 3, Parcel 40.00 (portion), 40.02, 40.04, 40.06 and 40.09 [and referred to as 0003-00-040.00 (portion), 0003-00-040.02, 0003-00-040.04, 0003-00-040.06 and 0003-00-040.09]

Tax Map No. 4, Parcel 1 and 2 [and referred to as 0004-00-001.00 and 0004-00-002.00]

LEGAL DESCRIPTION SHOULD BE INSERTED WHEN AVAILABLE.

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Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	Aug. 1, 2015	Feb. 1, 2016
Phased Land Development	Mar. 1, 2016	Dec. 1, 2020
Home Construction Starts	Dec. 1, 2016	Aug. 1, 2021
Year 1 Home Closings – Approx. 60 per year	Jan. 1, 2017	Dec. 31, 2017
Year 2 Home Closings – Approx. 60 per year	Jan. 1, 2018	Dec. 31, 2018
Year 3 Home Closings – Approx. 60 per year	Jan. 1, 2019	Dec. 31, 2019
Year 4 Home Closings – Approx. 60 per year	Jan. 1, 2020	Dec. 31, 2020
Year 5 Home Closings – Approx. 60 per year	Jan. 1, 2021	Dec. 31, 2021

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

NOTE: County and Developer acknowledge that development of the Property is limited to three hundred thirty (330) residential units.

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Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. As of the Agreement Date, the legal owners of the Property are Acts Retirement – Life Communities, Inc. (Tax Map No. 0004-00-001.00), Sauer Properties, Inc. (Tax Map No. 0004-00-002.00), Mike and Jennifer Knabenshue (portion of Tax Map No. 0003-00-040.00), Janice Patterson Poston (Tax Map Nos. 0003-00-040.02 and 0003-00-040.04), Mamie B. Patterson Revocable Living Trust (Tax Map No. 0003-00-040.06), Shirley Patterson MacKenzie (Tax Map No. 0003-00-040.09).

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

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

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

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

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

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

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

agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. See Section 3.04.

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

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

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

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

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

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

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

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

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

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

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

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

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

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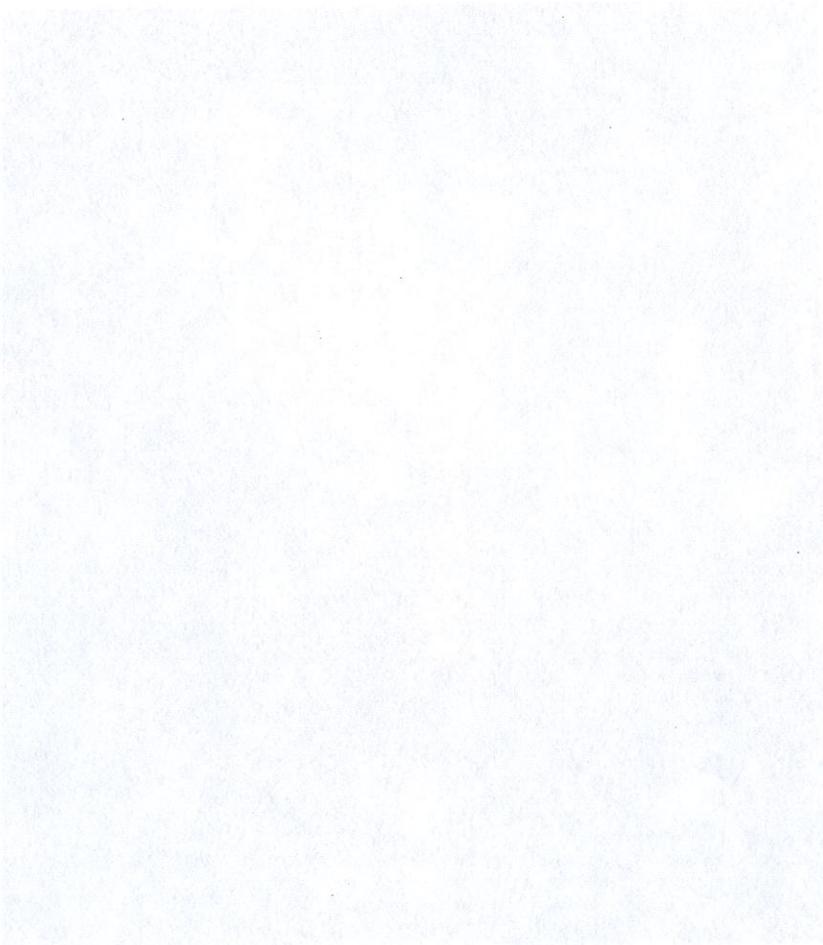
Exhibit E
Laws and Land Development Regulations

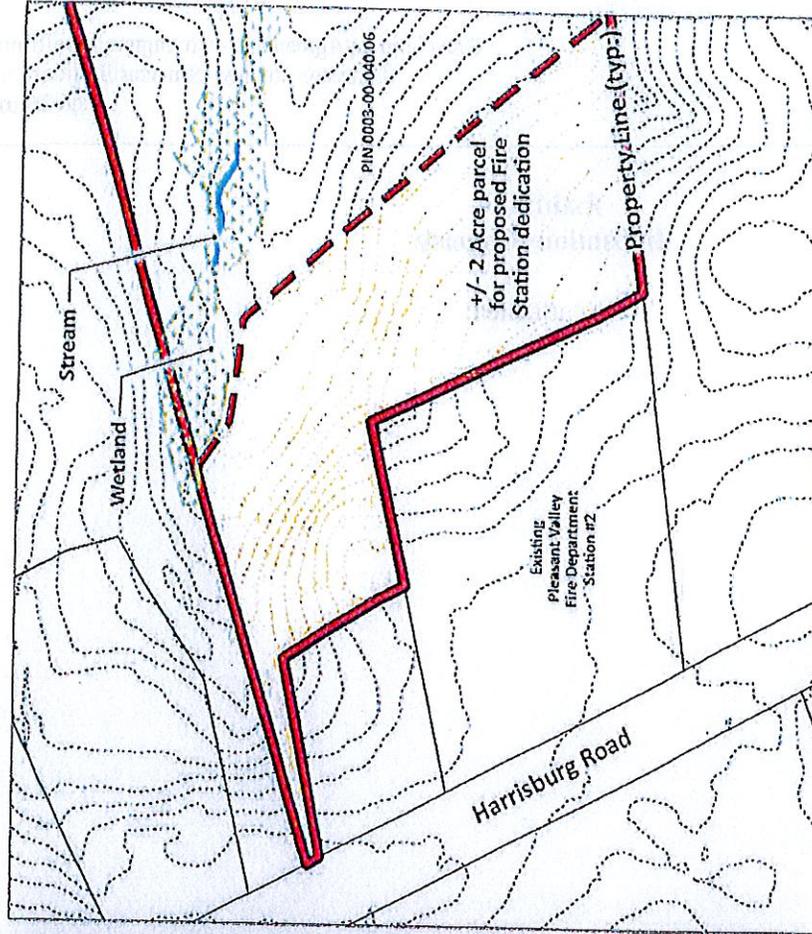
1. Ordinance No. 2015-_____ zoning the Property R-15, Moderate Density Residential / Agricultural District, with a Cluster Subdivision Overlay District.
2. Ordinance No. 2015-_____, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County.
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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Exhibit F
Substation Property

See attached.





DRAFT
DO NOT REPRODUCE THIS DOCUMENT

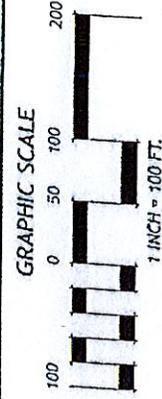


ESP Associates, P.A.
P.O. Box 2780 3472 Lufkin Road
Charlotte, NC 28209 704.366.2780
www.ESP-PA.com



Covington
Conceptual Fire Station Exhibit

July 10, 2015



GRAPHIC SCALE



P.O. Box 471785, Charlotte NC 29247

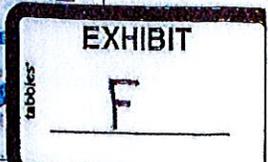


Exhibit F-1
Substation Design Sketch – Exterior Appearance

See attached.

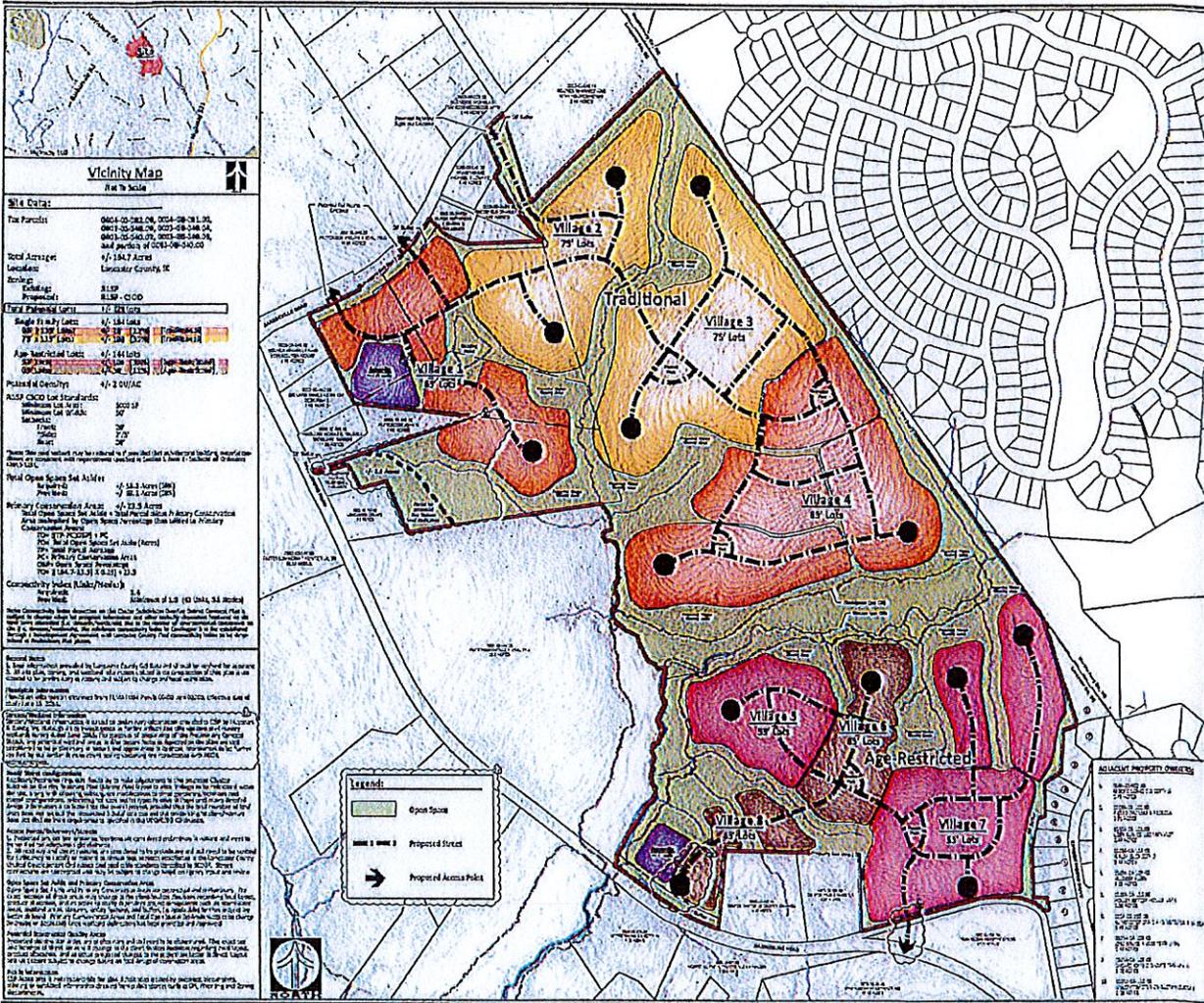
EXHIBIT
F-1
Webber



03/02/21

Exhibit G
Schematic Plan





ESP Associates, P.A.
 818 West 7th Street, Suite 100
 Charlotte, NC 28202
 Phone: 704.375.1111
 Fax: 704.375.1112
 www.espnc.com

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Sincor Homes
 1000 West 10th Street
 Winston-Salem, NC 27102

Covington

Exhibit G

Cluster Subdivision Overlay District Schematic Plan
 RZ-015-005

PROJECT LOCATION: Covington County, NC



PROJECT NUMBER: 0015-005
 DRAWING NUMBER: RZ-015-005-005
 DATE: March 1, 2015
 DRAWN BY: CWP
 CHECKED BY: MSA

NO.	DATE	BY	REVISION
1	03/01/15	CWP	Issue for Review
2	03/01/15	CWP	Issue for Review
3	03/01/15	CWP	Issue for Review
4	03/01/15	CWP	Issue for Review
5	03/01/15	CWP	Issue for Review
6	03/01/15	CWP	Issue for Review
7	03/01/15	CWP	Issue for Review
8	03/01/15	CWP	Issue for Review
9	03/01/15	CWP	Issue for Review
10	03/01/15	CWP	Issue for Review



**Waxhaw, North Carolina
Lancaster County, South Carolina &
Carolina Thread Trail**

Invite You to Be in Two Places at Once...

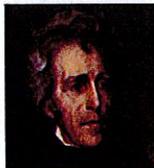


Please be prepared for an easy and beautiful 1/4 mile hike to the bridge site!

Ribbon Cutting Celebration Ceremony
The Cross-State Suspension Bridge

October 30, 2015

2:00pm



Special Guest
President Andrew
Jackson

Parking Available At...

H.C. Nesbit Park

1304 H.C. Nesbit Park Drive

Waxhaw, NC 28173

704-843-2195 ext. 278

(Shuttling to Trailhead Possible)

