

OCTOBER 18TH PC MEETING

PINE RIDGE LANE-LANCASTER: RNC-016-17

- PINE RIDGE LN is located off Shiloh Unity Rd.
- One (1) street name change notification letter was mailed out on 8-28-16. Two (2) property owners responded with the street name of GREENSHORE WAY.
- The proposed street name submitted by LCPS is GREENSHORE WAY.

Exhibit 5

PLANNING STAFF REPORT: RNC-016-018
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 Lee Street.

Property Location: Lee Street is located in Lancaster County, S.C.

Legal Description: TMS # 0082E-0A-002.02, 0082E-0A-011.00, 0082E-0A-013.00, 0082E-0A-012.00, 0082E-0A-017.00, 0082E-0A-018.00, 0082E-0A-019.00, 0082E-0A-020.00, 0082E-0A-021.00, 0082E-0A-022.00

Description of Plan: Change the existing road name of Lee Street to Mystery Way Road.

B. SITE INFORMATION

Site Description: Lee Street is located off Ashley Way Street.

C. EXHIBITS

1. Road Name Change Application
2. 911 Aerial
3. Verification from Sandra Burton – 1st letter sent out
4. Lancaster County Notification to the property owners
5. Lee Street 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 Lee Street 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 Lee Street to Mystery Way Road should be approved.

IV. RECOMMENDATION

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

RNC-016-018

LANCASTER COUNTY PLANNING COMMISSION

PO BOX 1809

Lancaster, SC 29721

Phone: (803) 285-6005

Fax: (803) 285-6007

Exhibit 1

****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 19, 2016

Name: Lancaster County Public Safety Communications Address: 1941 Pageland Hwy

City, State, Zip Code: Lancaster, SC 29720

Telephone (H): N/A 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: Located off Ashley Way St. in Lancaster

Road name as it exists now (if applicable): Lee St.

Proposed new road name (1st choice): Mystery Way Rd.

Proposed new road name (2nd choice): _____

Will this be a private road? Yes NO

If applicable, do you plan on deeding this new road to the county in the future?

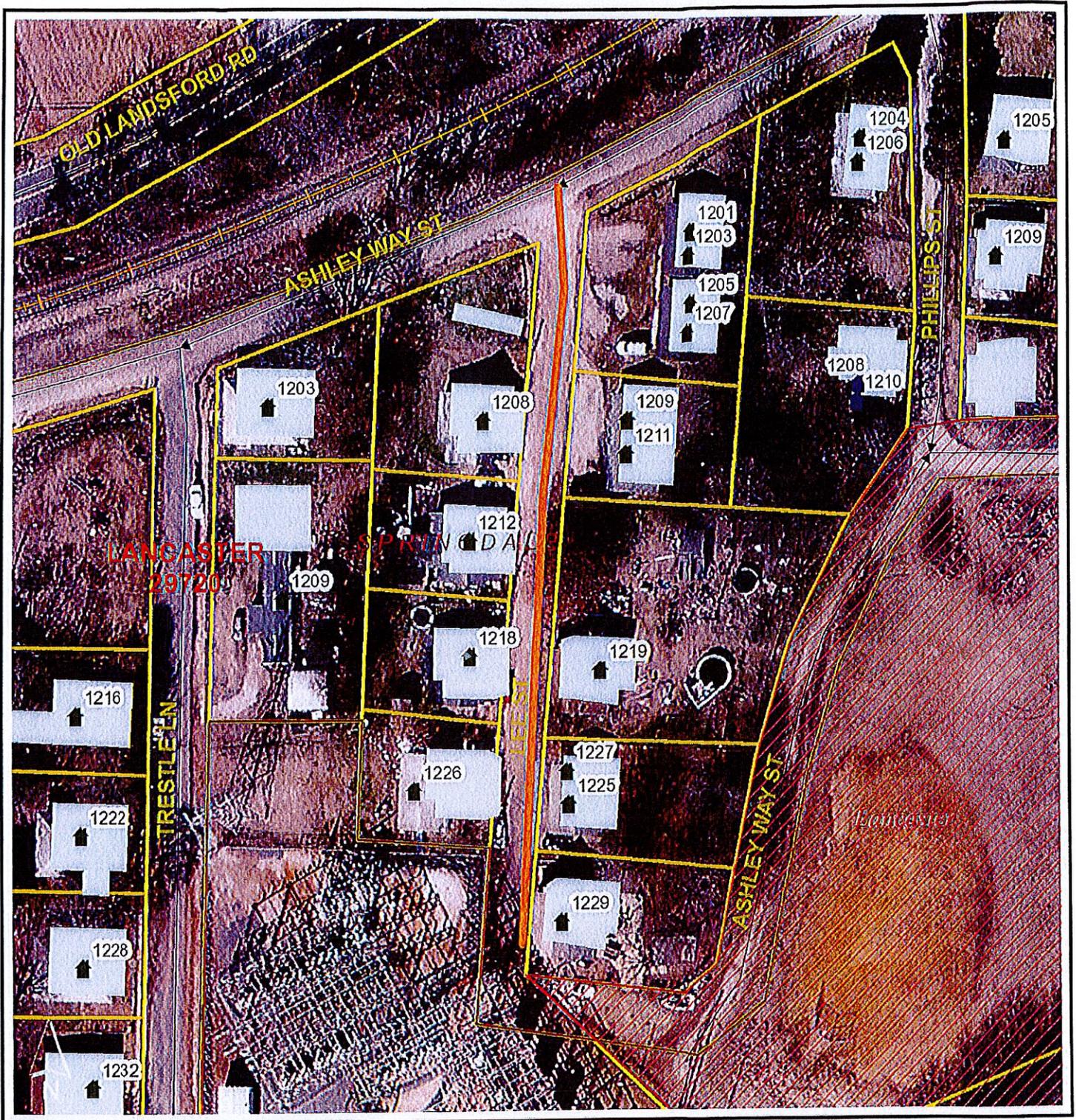
Yes _____ NO

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



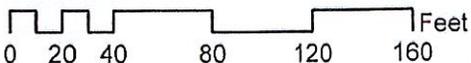
Public Safety Communications

Address Slip

A Few Serving Many

Lee St

Exhibit 2



1 inch = 72 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: 8/25/2016

STREET NAME CHANGE "CHECK LIST"

STREET NAME: Lee St

8/26/16 mailed out letters to property owners with/without response letters

9/20/16 emailed Planning Department parcel info, owner info, and map

_____ posted Planning Commission Signs

_____ emailed application and maps to Public Works for location

_____ mailed out letters to property owners

_____ notified utilities, (York, Duke, Lynches River Electric)

_____ notified Intrado-street name change & TN # address updates

_____ notified LCWASD

_____ notified LCNG (Tammy Lee-Lancaster, Dru Dobson-Indian Land)

_____ notified Town of Kershaw (Sandra Morgan)

_____ notified Town of Heath Springs (Thee Baker)

_____ notified USPS Fort Mill Branch (Todd Hawks)

_____ notified USPS Charlotte; address mgmt. (Judy F. Sain)

_____ notified USPS Lancaster Branch (Ron Wylie)

_____ notified USPS Heath Springs Branch (Elizabeth James, John E. Knauff)

_____ notified USPS Kershaw Branch (Elizabeth James, John E. Knauff)

_____ notified USPS Columbia (Jeffrey Baxter)

_____ notified Tax Assessor

_____ changed street name on map & "re-linked" addresses

_____ notified EMS, Emergency Mgmt, Sheriff/Kristal

_____ notified all with City of Lancaster (Justin, Chuck, Harlean, Paul)

_____ notified Voter Registration (Mary Ann)

_____ verification from Public Works that street signs are up (Dianne Pardue)

Exhibit 3

LANCASTER CITY OF THE
PO BOX 1130
LANCASTER, SC 29721-0000
0082E-0A-002 02

002.02

THOMAS DONALD C
1219 LEE ST
LANCASTER, SC 29720-0000

0082E-0A-013 00

0082E-0A-013.00

SUNSHINE RENTALS INC
PO BOX 845
LANCASTER, SC 29721
0082E-0A-019 00

BAILEY JAMES M & CAROLYN T

1212 LEE ST
LANCASTER, SC 29720-0000
0082E-0A-021 00

JACKSON PERLINE M
1229 LEE ST
LANCASTER, SC 29720-0000
0082E-0A-011 00

COLLINS INVESTMENTS TRUST
P O BOX 636
LANCASTER, SC 29721-0000

0082E-0A-012 00

0082E-0A-012.00

CLYBURN BARBARA
1226 LEE ST
LANCASTER, SC 29720
0082E-0A-019 00

BAILEY JAMES M % ANGELA
HOOD
1208 LEE STREET
LANCASTER, SC 29720-0000
0082E-0A-022 00

~~COLLINS INVESTMENTS TRUST
P O BOX 636
LANCASTER, SC 29721-0000~~

COLLINS INVESTMENTS TRUST
P O BOX 636
LANCASTER, SC 29721-0000

0082E-0A-017 00

VILLALOBOS ANGEL L
1218 LEE ST
LANCASTER, SC 29720-0000

0082E-0A-018 00

0020.00

Exhibit 3

PLANNING STAFF REPORT: RNC-016-019
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. Boxcar Road.

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

Legal Description: TMS # 0048-00-011.00, 0048-00-008.00, 0048-00-014.00, 0048-00-012.00, 0048-00-008.00-001

Description of Plan: Change the existing road name of W. Boxcar Road to Cozy Fox Lane.

B. SITE INFORMATION

Site Description: W. Boxcar Road is located off Riverside Road.

C. EXHIBITS

1. Road Name Change Application
2. 911 Aerial
3. Verification from Sandra Burton – 1st letter sent out
4. Lancaster County Notification to the property owners
5. W. Boxcar 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. Boxcar 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. Boxcar Road to Cozy Fox Lane should be approved.

IV. RECOMMENDATION

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

LANCASTER COUNTY PLANNING COMMISSION

PO BOX 1809

Lancaster, SC 29721

Phone: (803) 285-6005

Fax: (803) 285-6007

Exhibit 1

RNC-016-019

****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 19, 2016

Name: Lancaster County Public Safety Communications Address: 1941 Pageland Hwy

City, State, Zip Code: Lancaster, SC 29720

Telephone (H): N/A 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: Located off Riverside Rd. in Lancaster

Road name as it exists now (if applicable): W. Boxcar Rd.

Proposed new road name (1st choice): Cozy Fox Ln.

Proposed new road name (2nd choice):

Will this be a private road? Yes X NO

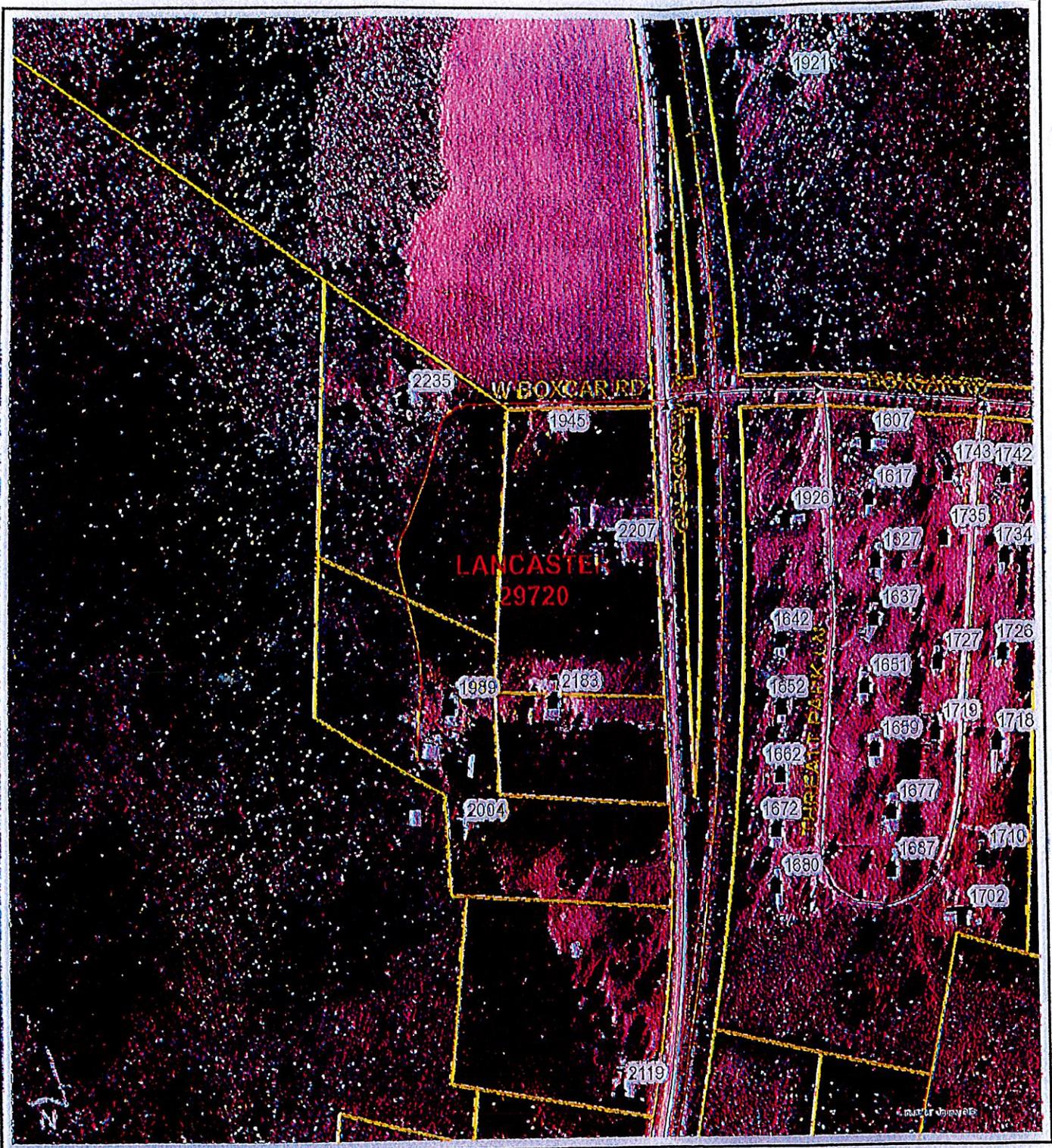
If applicable, do you plan on deeding this new road to the county in the future?

Yes NO X

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

W. Boxcar Rd

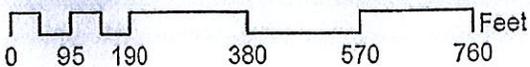


Public Safety Communications

Address Slip

A Few Serving Many

Exhibit 2



1 inch = 286 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: 8/25/2016

STREET NAME CHANGE "CHECK LIST"

STREET NAME: W Boxcar Road

8/20/16 mailed out letters to property owners with/without response letters

9/20/16 emailed Planning Department parcel info, owner info, and map

_____ posted Planning Commission Signs

_____ emailed application and maps to Public Works for location

_____ mailed out letters to property owners

_____ notified utilities, (York, Duke, Lynches River Electric)

_____ notified Intrado-street name change & TN # address updates

_____ notified LCWASD

_____ notified LCNG (Tammy Lee-Lancaster, Dru Dobson-Indian Land)

_____ notified Town of Kershaw (Sandra Morgan)

_____ notified Town of Heath Springs (Thee Baker)

_____ notified USPS Fort Mill Branch (Todd Hawks)

_____ notified USPS Charlotte; address mgmt. (Judy F. Sain)

_____ notified USPS Lancaster Branch (Ron Wylie)

_____ notified USPS Heath Springs Branch (Elizabeth James, John E. Knauff)

_____ notified USPS Kershaw Branch (Elizabeth James, John E. Knauff)

_____ notified USPS Columbia (Jeffrey Baxter)

_____ notified Tax Assessor

_____ changed street name on map & "re-linked" addresses

_____ notified EMS, Emergency Mgmt, Sheriff/Kristal

_____ notified all with City of Lancaster (Justin, Chuck, Harlean, Paul)

_____ notified Voter Registration (Mary Ann)

_____ verification from Public Works that street signs are up (Dianne Pardue)

Exhibit 3

- Parcel ID
- 0048-00-011.00
- 0048-00-008.00
- 0048-00-014.00
- 0048-00-012.00

Owner Randy B +
 FUNDERBURK SARAH D
 BANKS ALLEN 1989 2207 Riverside Rd, Lancaster SC 29720 (will not affect Mrs address)
 CROCKETT JOHN L 4904 W Boxcar Rd, Lancaster SC 29720
 GHENT SHERMAN H 2235 October Way, Awdora, GA 30102
 + Heyward S Riverside Rd, Lancaster SC 29720 (will not affect Mrs address)

0048-00-008.00-001 Neely Alice B 2004 W. Boxcar Rd

~~0048-00-009.00-001~~ ~~Mr Neely Lewis Franklin~~ ~~PO Box 484 Lancaster, SC~~
~~Josephine~~

W. Boxcar rd

Exhibit 3

BANKS ALLEN
2004 W BOX CAR RD
LANCASTER, SC 29720-0000

FUNDERBURK SARAH D
2207 RIVERSIDE RD
LANCASTER, SC 29720-0000

GHENT SHERMAN H
2235 RIVERSIDE RD
LANCASTER, SC 29720-0000

CROCKETT JOHN L
4904 OCTOBER WAY
ACWORTH, GA 30102-0000

Neely Alike B
2004 W. Box car Rd
Lancaster, SC 29720

Exhibit 3

9/29/16 AE

Telephone (803) 285-6005

Fax (803) 285-6007

NOTICE OF ROAD NAME CHANGE REQUEST AND PUBLIC HEARING

TO: Property Owners Adjacent to W. Boxcar Road

FROM: Lancaster County Planning Department

SUBJECT: Public Hearing on Road Name Change Application RNC-016-019

DATE MAILED: September 29, 2016

MEETING DATE: Tuesday, October 18, 2016

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. Boxcar Road located off Riverside Road 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 18, 2016 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.

Exhibit 4

OCTOBER 18TH PC MEETING

W BOXCAR ROAD-LANCASTER: RNC-016-19

- W BOXCAR RD is located off Riverside Rd.
- Five (5) street name change notification letters were mailed out on 8-28-16. One (1) property owner, The Town of Kershaw, responded with a street name suggestion of Kirkland Av (see attached email).
- The proposed street name submitted by LCPSC IS Kirkland Av.

Exhibit 5

**RNC-016-020 – Road Name Change
Application – Wildflower Street
{Public Hearing} pgs. 127-135**

Andy Rowe

Discussion:

Conclusions:

Action items:

Person responsible:

Deadline:

Action items:	Person responsible:	Deadline:

PLANNING STAFF REPORT: RNC-016-020

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 Wildflower Street.

Property Location: Wildflower Street is located in Heath Springs, S.C.

Legal Description: TMS # 0178-00-009.00, 0178-00-010.00, 0178-00-013.00

Description of Plan: Change the existing road name of Wildflower Street to Grasshopper Street.

B. SITE INFORMATION

Site Description: Wildflower Street is located off Kershaw Country Club Road.

C. EXHIBITS

1. Road Name Change Application
2. 911 Aerial
3. Verification from Sandra Burton – 1st letter sent out
4. Lancaster County Notification to the property owners
5. Wildflower Street 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 Wildflower Street 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 Wildflower Street to Grasshopper Street should be approved.

IV. RECOMMENDATION

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

LANCASTER COUNTY PLANNING COMMISSION

PO BOX 1809

Lancaster, SC 29721

Phone: (803) 285-6005

Fax: (803) 285-6007

RNC-016-020

Exhibit 1

****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 19, 2016

Name: Lancaster County Public Safety Communications Address: 1941 Pageland Hwy

City, State, Zip Code: Lancaster, SC 29720

Telephone (H): N/A 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: Located off Kershaw Country Club Rd in Heath Springs

Road name as it exists now (if applicable): Wildflower St.

Proposed new road name (1st choice): Grasshopper St.

Proposed new road name (2nd choice):

Will this be a private road? Yes NO X

If applicable, do you plan on deeding this new road to the county in the future?

Yes NO X

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



3089 KERSHAW COUNTRY CLUB RD
HEATH SPRINGS, SC 29058

PIN: 0178-00-009.00

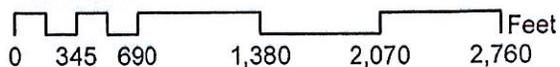
Comments:



Public Safety Communications

Address Slip

A Few Serving Many



1 inch = 1,016 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: 8/17/2016

Exhibit 2

NOTICE OF ROAD NAME CHANGE REQUEST AND PUBLIC HEARING

TO: Property Owners Adjacent to Wildflower Street
FROM: Lancaster County Planning Department
SUBJECT: Public Hearing on Road Name Change Application RNC-016-020
DATE MAILED: September 29, 2016
MEETING DATE: Tuesday, October 18, 2016
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 Wildflower Street located off Kershaw Country Club Road in Heath Springs, 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 18, 2016 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.

Exhibit 4

OCTOBER 18TH PC MEETING

WILDFLOWER STREET-HEATH SPRINGS: RNC-016-020

- WILDFLOWER ST Is located off Kershaw Country Club Rd in the Heath Springs mailing district.
- Three (3) street name change notification letters were mailed out on 8-28-16. One (1) property owner responded. Name proposed was not accepted due to already in use in the County.
- The proposed street name submitted by LCPSC is HEMINGWAY DR.

Exhibit 5

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 Clyburn Drive 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 Clyburn Lane to Shepherd Lane should be approved.

IV. RECOMMENDATION

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

LANCASTER COUNTY PLANNING COMMISSION

PO BOX 1809

Lancaster, SC 29721

Phone: (803) 285-6005

Fax: (803) 285-6007

RNC-016-021

Exhibit 1

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 19, 2016

Name: Lancaster County Public Safety Communications Address: 1941 Pageland Hwy

City, State, Zip Code: Lancaster, SC 29720

Telephone (H): N/A 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: Located off Pageland Hwy in Lancaster

Road name as it exists now (if applicable): Clyburn Dr.

Proposed new road name (1st choice): Shepherd Ln.

Proposed new road name (2nd choice):

Will this be a private road? Yes X NO

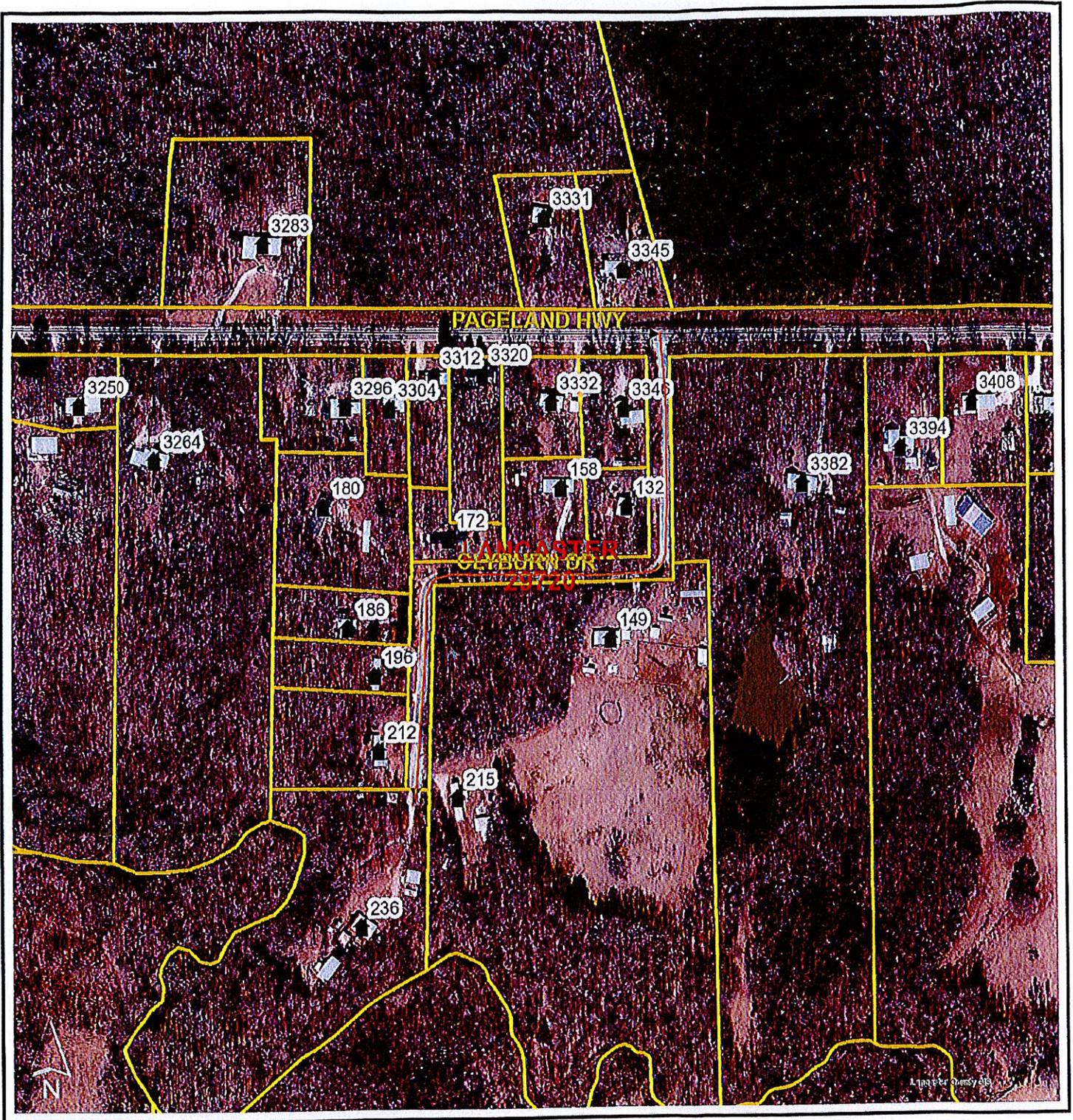
If applicable, do you plan on deeding this new road to the county in the future?

Yes NO X

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



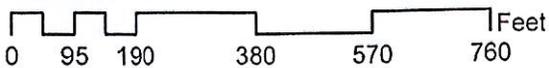
Public Safety Communications

Address Slip

A Few Serving Many

Clyburn Dr

Exhibit 2



1 inch = 286 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: 8/25/2016

STREET NAME CHANGE "CHECK LIST"

STREET NAME: Clyburn Dr

8/24/16 mailed out letters to property owners with/without response letters

9/20/16 emailed Planning Department parcel info, owner info, and map

_____ posted Planning Commission Signs

_____ emailed application and maps to Public Works for location

_____ mailed out letters to property owners

_____ notified utilities, (York, Duke, Lynches River Electric)

_____ notified Intrado-street name change & TN # address updates

_____ notified LCWASD

_____ notified LCNG (Tammy Lee-Lancaster, Dru Dobson-Indian Land)

_____ notified Town of Kershaw (Sandra Morgan)

_____ notified Town of Heath Springs (Thee Baker)

_____ notified USPS Fort Mill Branch (Todd Hawks)

_____ notified USPS Charlotte; address mgmt. (Judy F. Sain)

_____ notified USPS Lancaster Branch (Ron Wylie)

_____ notified USPS Heath Springs Branch (Elizabeth James, John E. Knauff)

_____ notified USPS Kershaw Branch (Elizabeth James, John E. Knauff)

_____ notified USPS Columbia (Jeffrey Baxter)

_____ notified Tax Assessor

_____ changed street name on map & "re-linked" addresses

_____ notified EMS, Emergency Mgmt, Sheriff/Kristal

_____ notified all with City of Lancaster (Justin, Chuck, Harlean, Paul)

_____ notified Voter Registration (Mary Ann)

_____ verification from Public Works that street signs are up (Dianne Pardue)

Clyburn Dr

0070-00-038.11
BLACKMON KIMBERLY R
132 CLYBURN DR
LANCASTER, SC 29720

0070-00-038.14
TODD CHARLES F
149 CLYBURN DR
LANCASTER, SC 29720

~~0070-00-011.05-001
HORTON RICKY
172 CLYBURN DR
LANCASTER, SC 29720~~

0070-00-011.05
HORTON RICKY L
172 CLYBURN DR
LANCASTER, SC 29720

0070-00-038.10
MCMANUS DEANNA E
180 CLYBURN DR
LANCASTER, SC 29720

0070-00-038.15
SMALL ROGER DALE & BARBARA O
186 CLYBURN DR
LANCASTER, SC 29720

0070-00-038.12
KNIGHT JACKIE C
196 CLYBURN DR
LANCASTER, SC 29720

0070-00-038.13
HAMMOND NANNIE G
212 CLYBURN DR
LANCASTER, SC 29720

0070-00-038.14-001
BRASINGTON JR RICHARD
215 CLYBURN DR
LANCASTER, SC 29720

0070-00-038.09
BROWN PEGGY T
236 CLYBURN DR
LANCASTER, SC 29720

0070-00-011.04
CATLEDGE MARY ANN M
CATLEDGE SCOTT C JR
158 CLYBURN DR
LANCASTER, SC 29720

*Bever James M + Jerry L
3346 Pageland Hwy
Lancaster, SC 29720
0070-00-011.01*

*Ann G Lowery
3382 Pageland Hwy
Lancaster, SC 29720
0070-00-038.07*

Exhibit 3

NOTICE OF ROAD NAME CHANGE REQUEST AND PUBLIC HEARING

TO: Property Owners Adjacent to Clyburn Drive
FROM: Lancaster County Planning Department
SUBJECT: Public Hearing on Road Name Change Application RNC-016-021
DATE MAILED: September 29, 2016
MEETING DATE: Tuesday, October 18, 2016
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 Clyburn Drive located off Pageland 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 18, 2016 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.

Exhibit 4

OCTOBER 18TH PC MEETING

CLYBURN DRIVE-LANCASTER: RNC-016-21

- CLYBURN ST is located off Pageland Hwy
- Twelve (12) street name change notification letters were mailed out on 8-28-2016.
- The proposed street name submitted by LCPSC is

Exhibit 5

PDD-015-027 – Avondale – The applicant has submitted a rezoning application for an amendment to the official zoning map of Lancaster County. The applicant proposes that the zoning designation of Planned Development District (PDD-27) be applied to ± 179.35 acres of property.

**Penelope Karagounis &
Alex Moore**

{Public Hearing} pgs. 145-215

Discussion:

Conclusions:

Action items:

Person responsible:

Deadline:

Action items:	Person responsible:	Deadline:
<hr/>	<hr/>	<hr/>

PLANNING DEPARTMENT STAFF REPORT
PDD-015-027(AVONDALE)
APPLICANT: LANCASTER COUNTY, A BODY POLITIC

I. FACTS

A. GENERAL INFORMATION

For purposes of this staff report, Lancaster County, a body politic shall be termed the **Applicant**. Sinacori Builders shall be termed the **Developer**.

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

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

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

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

Voting District: Brian Carnes, District 7

B. SITE INFORMATION

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

C. VICINITY DATA

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

D. EXHIBITS

1. Avondale Planned Development District Ordinance PDD-27 Application
2. Avondale Planned Development District Ordinance PDD-27
3. Avondale PDD-27 Density Exhibit
4. Avondale PDD-27 TIA
5. Avondale PDD-27 Large Plan-Set

II. FINDINGS

A. CODE CONSIDERATIONS

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

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

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

Please refer to Exhibit 2 which is the controlling zoning ordinance for the proposed Avondale PDD.

B. PROPOSED AVONDALE PDD

On October 11th, 2016 the developer submitted a revised version of the proposed Avondale Planned Development District (PDD-27). The revised Avondale Master Plan indicates the following:

1. The number of units proposed within Avondale consists of 530 lots and 200 senior apartments for a total of 730 dwelling units.
2. The revised components of the proposed Villages as listed on the revised Master Site Plan are as follows:
 - **VILLAGE A:** civic/institutional use
 - **VILLAGE B:** up to 200 maximum senior residences
 - **VILLAGE C:** up to 165 townhome units (up to 5.99 DU/AC)
 - **VILLAGE D:** up to 162 single-family lots (up to 2.99 DU/AC)
 - **VILLAGE E:** up to 70 single-family lots (up to 2.99 DU/AC)
 - **VILLAGE F:** up to 133 single-family lots (up to 2.99 DU/AC)

730 DWELLING UNITS (INCLUDING SENIOR RESIDENCES)

III. CONCLUSIONS

A. DENSITY

- 1) The aggregate number of dwelling units within the proposed PDD consists of 730 units.
- 2) The Avondale PDD-27 density figures are now in compliance with UDO Section 13.12.1.11(b)(c)(vii). This UDO section is noted as follows:

DENSITY: DENSITY IS BASED ON BUILDABLE LAND. COMMON OPEN SPACE CANNOT BE USED TO CALCULATE DENSITY. ROADS WILL BE ALLOWED TO BE INCLUDED WHEN DETERMINING DENSITY.

- 3) The Developer has removed the proposed open space from the acreage by which density is calculated. This is in accordance with the above requirement.
- 4) The Developer has also now provided the total acreage for each respective Village within the Avondale PDD.
- 5) Please note the Density Exhibit that has been provided by the Developer (Exhibit 3). This illustrates the manner in which density will be calculated within the Avondale PDD.
- 6) The respective densities for the Avondale PDD are in accordance with those mandated by the Lancaster County PDD regulations which allow a maximum 4 DU/AC for single-family and 8 DU/AC for multi-family.

B. OPEN SPACE

- 1) Areas of storm water detention which are integrated into the open space design with features such as walking trails may be used in calculating open space. Additionally buffers of at least 50' in width may be included as open space in accordance with Section 13.12.1.11(b)(ii) of the Lancaster County PDD Ordinance.
- 2) The overall, minimum required open space of 35.87 acres (20%) has been met for the Avondale PDD.

C. SIDEWALKS

- 1) Sidewalks, six-feet (6') in width, will be provided along all portions of Calvin Hall Road and Harrisburg Road which are impacted by the Avondale PDD. The Developer has noted this within Section 10(b) (2) of the Avondale PDD document.
- 2) Sidewalks, four-feet (4') in width, will be provided on at least one side of all interior, local streets within Avondale and on both sides of all interior, collector streets including the entrance road within Avondale.

D. DIMENSIONAL

- 1) Per the Master Site Plan submitted on **October 10th, 2016** there are up to 530 single family lots proposed. These lots consist of 165 fee-simple, town-home lots and 365 detached, single-family lots. The Developer proposes the following minimum lot widths within Avondale:
 - **22' lots** ► 165 fee-simple, town-home lots (31% of 530 lots)
 - **55' lots** ► 174 fee-simple, single-family lots (33% of 530 lots)
 - **57' lots** ► 58 fee-simple, single-family lots (11% of 530 lots)
 - **61' lots** ► 98 fee-simple, single-family lots (18% of 530 lots)
 - **70' lots** ► 35 fee-simple, single-family lots (7% of 530 lots)
- 2) The proposed mix of lots is in compliance with Lancaster County PDD requirements. The PDD requirement is that a maximum of 33% of the lots in residential developments are allowed to have the same street frontage (UDO Section 13.12.1.11(b)(ix).
- 3) The Developer has clarified that the town-homes will be constructed on fee-simple lots. Thus these lots may be included in the calculation per the above noted UDO section.

E. BUFFERING

- 1) The Avondale PDD will include a 40', undisturbed buffer as required by the Lancaster County PDD Ordinance in Section 13.12.1.11.(i)(i). This is noted by the Developer within Section 10(4) of the PDD document as well as on the Master Plan.
- 2) In some areas of the Avondale PDD this 40' undisturbed buffer shall be part of an overall 50' buffer. In this instance the entirety of the 50' wide buffer may be used in calculating the required open space. See Section B above as well as the open space section within the Lancaster County PDD regulations (Section 13.12.1.11.(b)(ii). Lancaster County PDD regulations allow for buffers that are at least 50' wide to be used in calculating open space.
- 3) These 50' buffers will have sidewalks, walking trails, or some other feature which allows them to be integrated into adjacent open space areas and conducive for passive recreational purposes.
- 4) The Developer has proposed some variation from the Lancaster County PDD buffer requirements. Please note Section H. of this staff report below.

F. TRAFFIC IMPACT ANALYSIS (TIA)

- 1) The TIA of record for this project was submitted on January 4th, 2016.
- 2) This TIA is attached as Exhibit 4.
- 3) The recommended traffic improvements for the Avondale project have been highlighted in yellow within the TIA. See Section 6.1, Summary of Recommended Improvements.
- 4) The Developer agrees to be responsible for any road improvements that are determined to be necessary based on the results of this TIA This excludes any road or transportation improvements at the intersection of Calvin Hall Road and Harrisburg Road. Please note Section 4.04(c) of the Development Agreement.
- 5) The Developer agrees to pay the County \$225,000.00 for Calvin Hall/Harrisburg Road intersection improvements which may include a roundabout and/or traffic signalization, among other things. Please note Section 4.04(e)(i) of the Development Agreement.

G. PROPOSED BUILDING ELEVATIONS (TYPICAL)

- 1) The Avondale PDD document indicates that the following architectural standards will be observed within the project: The permitted exterior building materials for all principal buildings and structures below the roofline that are located in the Development shall be face brick, stone, manufactured stone, pre-cast stone, synthetic stone, cementitious siding, shake, EIFS, stucco and wood. Vinyl shall not be a permitted exterior building material provided, however, that vinyl may be utilized on the soffits, trim and railings, and vinyl windows may be installed on the buildings and structures located in the Development.

H. VARIANCES

The following variations from the Lancaster County PDD regulations are proposed by the Developer for Avondale:

- 1) A variance to allow a reduction in the width of the required perimeter buffers located within Village C and adjacent to the southernmost access road into Avondale. It is proposed that the perimeter buffer at this location be reduced from 40 feet to 10 feet. The proposed buffer variation is illustrated on the Avondale Master Plan.

Previously a 40' right-of-way was proposed at this location. However, the Lancaster County Development Review Committee (DRC) has recommended that this right-of-way be increased to 50' to allow for a standard street section built to County standards along with accommodation of utilities.

- 2) The second variance is provided to eliminate the requirement that a berm be installed within the 30 foot buffer to be established along the buffer of all existing roads. The purpose of this variance is to place a 6'-wide sidewalk along with landscaping within this 30'-wide buffer area.
- 3) With respect to the buffer to be located along the northern boundary line of Village A and TMS 0005-00-018 (the Harrisburg Elementary School property), if Lancaster County accepts the conveyance of Village A from the Developer, that portion of the buffer located along the common property line of Village A and TMS 0005-00-018 will not be required and may be eliminated at the option of the County.

With regard to this potential variation in the perimeter buffer, Planning Staff proposes that if Village A is conveyed to the County that the standard 40' undisturbed PDD buffer be required along the revised perimeter of Avondale (i.e. along the northern boundary of Village B). This buffer would allow for ingress/egress points for sidewalks. Utility easements and an emergency ingress/egress point(s) may also breach this 40' undisturbed buffer if necessary.

IV. PLANNING STAFF RECOMMENDATION

Developable tracts of land in reasonable proximity to robust, expanding cities frequently become absorbed into an aggregate metropolitan area. Indian Land is no different in this regard. As Charlotte expands concentrically, previously rural areas such as the panhandle of Lancaster County will continue to experience urbanization. The result is that the private housing market seeks entitlement opportunities for projects such as Avondale.

Navigational tests have confronted both Planning Staff and the Developer throughout the trek to an equitable Avondale PDD. Both parties have worked diligently to produce a just and fair-minded plan resulting in the potential for harmonized development at this location.

Conversely, Planning Staff recognizes the impact that Avondale will have on Lancaster County. All development impacts existing infrastructure. As a result, the Developer has proposed infrastructure improvements as part of this development proposal. These dedications, fees, and related agreements are enumerated within Article IV of the Avondale Development Agreement.

From a planning standpoint each of the below items contributes to a consolidation of opportunity which makes the Avondale PDD a palatable land development proposal:

- Unified site design as opposed to possible fragmentary development
- Acceptable density numbers
- Pedestrian connectivity
- Realignment/redesign of an inadequate, major intersection
- Additional road improvements
- Project dedications and fees
- Adequate PDD open space including ten acres public open space
- Aesthetically pleasing building design/materials
- Housing choices/recreational opportunities for seniors
- An opportunity for ten acres of public open space

Thus, Planning Staff advises that Planning Commission recommend **APPROVAL** of the Avondale Planned Development District.

Exhibit 1



COPY

To: Lancaster County Planning Department
From: Steve Willis, Administrator
Date: September 22, 2016
Subject: Avondale, PDD-27

Pursuant to the Council's positive vote on September 12, 2016 to revive Ordinance 2015-1386 through the passage of a Motion to Rescind, attached please find the Lancaster County application which is signed by me as the Council's authorized representative. Inasmuch as this is a Council driven matter, I believe it appropriate that the rezoning application for this multi- parcel project be waived.

A handwritten signature in cursive script, appearing to read "Steve Willis", is written above a horizontal line.

Steve Willis, Administrator

REVISED/REVISED

LANCASTER COUNTY

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

Do Not Write In This Box
Application# _____ Date _____ Paid _____

- 1. The application is for amendment to the: (check one)
[X] District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
[] Ordinance Text (fill in items # 8 & 9 only)
2. Give either exact address or tax map reference to property for which a district boundary change is requested; See attached list of parcels. Additional information previously provided.
3. How is this property presently designated on the map? B-3 and R-15P
4. How is the property presently being used? Existing homes and vacant parcels
5. What new designation or map change do you purpose for this property? Planned Development District
6. What new use do you propose for the property? residential, commercial, office, retail

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

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

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

9. Explanation of and reasons for proposed change: To incorporate the highest and best use for the property; to provide various concessions to the county for public safety and recreational needs.

(attach another page if additional space is needed)

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

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

APPLICANT'S NAME (PRINT)
Lancaster County, a body politic

ADDRESS:
101 North Main Street
Lancaster, SC 29720

Phone: 803-416-9300

Signature of Steve Willis
SIGNATURE
STEVE WILLIS, Administrator

EXHIBIT A

List of Sellers and Properties Located in Lancaster County

<u>Seller</u>	<u>PIN</u>
Hood	0005-00-093.04
Hudson	0005-00-092.00
Devinney	0005-00-093.05
Patterson, Alan	0005-00-091.03
Smith	0005-00-091.00
Withers	0005-00-075.00 / 0005-00-075.01
Blakely	0005-00-079.01
Hawfield LLC	0005-00-076.00
Hawfield Trust	0005-00-077.00
Owsley	0005-00-078.00
Moore	a portion of 0005-00-074.03
Gallap	0005-00-090.00
Patterson, Carl	0005-00-083.00
Harvell	0005-00-089.01 / 0005-00-089.00

Lancaster
County
South Carolina

Dear Applicant,

You have applied for a re-zoning of your property. By signing this document you acknowledge and agree to the Lancaster County Assessor's Office creating a new parcel based on the plat you record for your re-zoning.

Signature: 

Date: SEPTEMBER 22, 2016

Lancaster County Assessor's Office
101 N. Main Street, P.O. Box 1809, Lancaster SC 29721-1809
Ph. (803)285-6964/6965 Fax 803-416-9496
www.mylancasterc.org

CERTIFICATION OF RIGHT TO PURCHASE

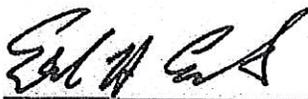
The undersigned is the contract Purchaser named in each those certain Purchase and Sale Agreements (collectively, the "Agreements") with each of the named property owners identified on Exhibit A (the "Owners") attached hereto. The Agreements pertain to the Owners' properties which are referred to on Exhibit A by tax parcel number.

The undersigned Purchaser hereby certifies to Lancaster County that the Purchaser has the right to acquire the Properties under the terms of the Agreements, pending the final approval of the rezoning of the properties by Lancaster County. The Agreements shall remain in full force and effect in all cases at least until December 31, 2016.

This the 21st day of September, 2016.

PURCHASER:

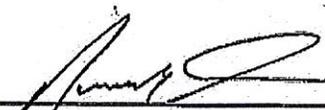
Sinacori Builders, LLC,
a North Carolina limited liability company



Witness



Witness

By: 

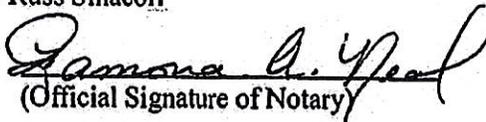
Russ Sinacori, Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Russ Sinacori

September 21, 2016


(Official Signature of Notary)

Ramona A. Neal, Notary Public
Notary's printed or typed name

February 11, 2021
My Commission Expires

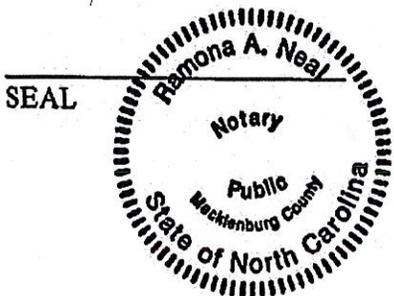


Exhibit 2

Ordinance No. 2015-1369 – PDD-27
Changes
October 10, 2016

The following is a brief summary of changes made to the PDD-27 Ordinance since July. The summary does not include technical or grammatical changes.

Section 6. Master Plan.

The date of the Master Plan is updated to October 10, 2016.

Section 8. Land Uses.

(c) – Prohibited Uses. The prohibitions on “auto businesses, etc.” was revised to match specific auto related businesses identified in the UDO’s Table of Permissible Uses.

Section 9. Definitions.

A small number of definitions were deleted because they were not used in the ordinance (Attached Housing, Dependent-Living Facility, Multi-family Apartment, Retirement Community).

Section 10. Development Regulations.

(b)(2) Sidewalks and Public Crosswalks. Reference to the Development Agreement was added. Makes clear that sidewalks may be located within buffers.

(b)(3) Driveways / Vehicular Access Points. Provides that vehicular access points may be modified during the permitting process subject to approval by appropriate authority.

(b)(4) Buffers. Makes clear that sidewalks may be located within buffers including the landscaped buffer on road frontages. Allows the County to eliminate the buffer along the northern boundary line of Village A and the Harrisburg Elementary School site if the County accepts the conveyance of Village A.

Section 11. Density / Intensity.

(a) Provides that Village A land is considered Open Space if the land is conveyed to the County or it may be utilized to calculate allowed density.

(b) Caps the total density for Villages D, E, and F at 2.99 dwelling units per acre.

Section 17. Buffers.

Makes clear that sidewalks may be located within buffers including the landscaped buffer on road frontages. Allows the County to eliminate the buffer along the northern boundary line of Village A and the Harrisburg Elementary School site if the County accepts the conveyance of Village A.

Section 19. Roadways and Traffic.

Provides that vehicular access points may be modified during the permitting process subject to approval by appropriate authority.

Section 22. Mass Grading and Timber Harvesting.

Allows the 20% tree retention requirement to be applied to the entire property rather than to each individual village or parcel of land. Removes Village A from the tree retention requirements if Village A is conveyed to the County. Allows trees retained in buffer areas to count towards the minimum 20% retention requirement.

Section 23. Open Space.

Allows tree protection areas to be considered Open Space.

Section 28. UDO.

Makes clear that the applicable UDO is the UDO in place at the date of the Development Agreement.

Section 30. Effective Date.

Makes clear that rezoning of the property is effective only if Developer takes title to the land. If Developer does not deliver copies of recorded deeds conveying the land to Developer within 70 days of approval of the ordinance then the rezoning does not take effect.

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

Section 2. Purpose; PDD-27.

- (a) The purpose of this ordinance is to establish the Avondale Mixed Use Planned Development District (PDD-27), to approve the Master Plan for the development of the Property (as defined below) and to provide the regulations that will apply to the development of the Property.
- (b) The Avondale Mixed Use Planned Development District (PDD-27) Ordinance (the “Ordinance”) establishes specific land use controls over the development of the Property to ensure that it is developed in accordance with existing and future needs and to promote the health, safety and general welfare of future residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to evolving innovative development techniques for the protection of the natural environment and the quality of life of future residents.

- (c) The Avondale mixed use development is a mixed use, master planned development comprised of a combination of residential (single-family detached and multi-family townhome residences), senior residences and uses and accessory commercial, retail and service uses, civic and institutional uses and open space uses organized around an integrated development concept that utilizes a series of Villages or components that support the various land uses (the "Development").

Section 3. Authority. This Ordinance is enacted pursuant to the authority of Chapter 29, Title 6 of the Code of Laws of South Carolina 1976, as amended, entitled South Carolina Local Government Comprehensive Planning Enabling Act of 1994, and the Unified Development Ordinance of Lancaster County, as amended (the "UDO").

Section 4. Jurisdiction. This Ordinance applies to the property known as the Avondale mixed use development property which consists of approximately 179.35 acres (the "Property"). The Tax Map Numbers for the Property are 0005-00-093.05, 0005-00-078.00, 0005-00-083.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01 and a portion of 0005-00-074.03.

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

Section 6. Master Plan. The Master Plan for the Development, prepared by ESP Associates and dated October 10, 2016 (the "Master Plan"), is attached hereto as Exhibit A and incorporated into this Ordinance by reference.

Section 7. Master Plan Amendments.

- (a) Unless otherwise provided in this Ordinance, all amendments to the Master Plan shall be made in accordance with the UDO in effect at the time of the adoption of this Ordinance.
- (b) Development depicted on the Master Plan is intended to reflect a generalized arrangement of proposed land uses on the Property, but the exact configuration, placement or size of the individual site elements may be altered or modified within the limits prescribed by this Ordinance during the design and development and construction phases.
- (c) Subject to the terms of this Section 7 and pursuant to Section 13.12.2.5 of the UDO, a change in the proportion of housing types, lot widths or lot sizes by 15 percent or less of the approved dwelling unit count shall be considered to be a minor amendment of the Master Plan and shall be administratively approved once such change or changes are determined to be in accordance with the regulations specified herein.
- (d) A total maximum of 365 single-family detached residences may be developed within Villages D, E and F.
- (e) A maximum of 165 multi-family townhome residences may be developed in Village C.

- (f) A maximum of 200 Senior Residences (as described below) may be developed in Village B.
- (g) No more than 33% of the residential lots in the Development may have the same lot width. For purposes of this requirement, residential lots shall include lots for single-family detached residences and lots for multi-family townhome residences.
- (h) Alterations may be made to lot lines and dimensions, roadway alignments, and other configurations as necessary to implement the changes in land use authorized in this Section 7. These alterations shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.
- (i) Land use changes authorized by this section are effective upon the property owner filing with the Planning Department a document showing the change. These land use changes shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.

Section 8. Land Uses.

- (a) The land uses authorized for the Development are as follows:
 - (1) Village A: Civic, Institutional, Park and Recreation Uses. Notwithstanding the foregoing, in the event that the County does not accept the dedication and conveyance of Village A as more particularly described in Section 26 below, Village A may be incorporated into Village B and Village A may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 below. This 6,500 square feet of gross floor area in Village A shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.
 - (2) Village B may be developed with up to 200 Senior Housing/Residences/Senior Apartments. Village B will have a mixture of Senior Housing/Residences/Senior Apartments that may or may not include the following: independent living, assisted living, memory care, respite care, continuing care facilities and hospice or nursing type units and facilities. In addition to the foregoing, a Senior Day Care facility may be located within Village B. These senior uses are intended to be supported by accessory commercial, retail and service uses that will be located internal to and within the building(s) containing the Senior Housing/Residences/Senior Apartments. These accessory commercial, retail and service uses may include one or more of the following based on market conditions and operator/user programming preferences: Beauty Shop, Barber Shop, Ice Cream Shop, Coffee Shop, Ancillary food services, Newsstand, Pharmacy, Eye Care Shop, Doctor's Office, Dental Office and Fitness, Workout and/or Exercise Club Room areas. These accessory commercial, retail and service uses shall be allowed administratively as a use by right within Village B of PDD- 27 and shall

not require an amendment to the PDD zoning or a variance, change of use permit or special use permit to initiate occupancy from a zoning standpoint, only a building permit. These commercial, retail and service uses are intended to serve the individuals living in the senior community or the patrons enrolled in the Senior Day Care facility.

In no event may the Senior Housing/Residences/Senior Apartments be owner occupied dwelling units. As a result, the Senior Housing/Residences/Senior Apartments shall be deemed to be a commercial use for purposes of Section 13.12 of the UDO.

(3) Village C: Multi-Family Townhome Residences.

(4) Villages D, E and F: Single-Family Detached Residences.

(b) As noted above in subsections 8(a)(1) and 8(a)(2), commercial, retail and service uses that are accessory to the senior uses may be located in Village A and Village B. These accessory commercial, retail and service uses may be comprised of any land use allowed in the Table of Permissible Uses in the UDO for the commercial land use district designation unless otherwise provided in this Ordinance.

(c) Notwithstanding anything contained herein to the contrary, the following land uses are prohibited in PDD-27:

(1) Adult entertainment;

(2) Auto related businesses as identified in the UDO Table of Permissible Uses, including use numbers 2.5.1 through 2.5.6.1, 2.9.1 through 2.9.4, and 2.15.1 through 2.15.5;

(3) Automobile wrecking and/or junk salvage yard;

(4) Commercial kennels;

(5) Industrial mining;

(6) Livestock auction house;

(7) Lumber and/or building materials dealer;

(8) Manufactured home type units;

(9) Modular housing;

(10) Motorized race and testing track;

(11) Pistol, rifle, skeet range or turkey shoot;

(12) Private or commercial horse stables;

(13) Rooming and boarding houses;

(14) Agricultural; and

(15) Solid waste disposal and recycling station.

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

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

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

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

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

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

Continuing Care - A facility that contains independent living units, assisted living units and skilled nursing facilities. Residents can transfer among levels of care as needs change. These facilities are commonly referred to as CCRCs.

Cul-de-sac - A cul-de-sac is a street that terminates in a vehicular turn-around. Cul-de-sac length shall be measured from the first point of intersection with an existing street to the center radius of the cul-de-sac bulb.

Density - The amount of residential and non-residential development permitted on the Property. The manner in which the permitted maximum density of the Development is calculated or determined is more particularly set out on the Density Exhibit attached hereto as Exhibit B and incorporated herein by reference. The maximum permitted density is set out on the Master Plan and in Section 11 below.

Developer - Sinacori Builders, LLC or its assignee(s), as provided in the Development Agreement.

Development Agreement - means the Development Agreement by and between Sinacori Builders, LLC and the County of Lancaster, dated as of _____, 2016, and approved by the County Council by passage of Ordinance No. 2015-1370.

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

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

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

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

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

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

Multi-Family Residence - A residential use consisting of a building containing three or more dwelling units. For purposes of this definition, a building includes all dwelling units that are enclosed within that building or attached to it by a common floor or wall (even the wall of an attached garage or porch). For purposes of this

Ordinance, a multi-family residence shall only include a senior multi-family residence.

Multi-family Townhome Residence - A multifamily residential use in which each dwelling unit shares a common wall (including without limitation the wall of an attached garage or porch) with at least one (1) other dwelling unit and in which each dwelling unit has living space on the ground floor and a separate, ground floor entrance.

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

Open Space - Any area on the Property designated for use as a Park or Amenity Center, Floodway, Floodplain and/or Open Space on the Master Plan or as described in Section 23 hereof.

Property - All of the land comprising the Avondale mixed use development property and that is more particularly described above in Section 4.

Property Owner - The Developer of the Property or, as to a particular Village or component, any single sub-developer the Property Owner designates in an Assignment of Property Owner Rights, as provided in Section 11(c) of this Ordinance.

Residential - Any residential land use permitted in the UDO.

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

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

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

Senior Housing/Residences – Senior communities that offer single-family detached homes, duplexes, townhomes, cottages, condominiums or apartment-style independent senior living units and which offer residents the option to rent or buy their dwelling units.

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

Single-Family Detached Residence - A residential use consisting of a single detached building containing one (1) dwelling unit and located on a lot containing no other dwelling units.

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

Section 10. Development Regulations.

- (a) Unless otherwise provided in this Ordinance or the Development Agreement, the development of the Property must comply with the UDO. To the extent that the

Development Agreement contains zoning and development standards that are in conflict with any provision of this Ordinance or the UDO, the zoning and development standards set out in the Development Agreement shall control the development of the Property and supersede the provisions of this Ordinance and the UDO. To the extent that this Ordinance contains zoning and development standards that are in conflict with any provision or provisions of the UDO, including, without limitation, Section 13.12 of the UDO, the zoning and development standards set out in this Ordinance shall control the development of the Property and supersede the UDO provisions. Zoning and development standards shall include, without limitation, minimum lot width, minimum lot size, setback and yard requirements, maximum building height, buffers and open space requirements.

(b) Notwithstanding the applicable provisions of the UDO, the following development regulations shall apply to the development of the Property:

- (1) Block and Roadway Configuration - Block lengths, block widths, and cul-de-sacs may vary, provided that they do not exceed 1,000 feet and adequate fire protection criteria is maintained.
- (2) Sidewalks and Public Crosswalks -- Connectivity shall be provided through the use of sidewalks to link various areas of the Property. Sidewalks will be provided on one side of the secondary streets and along both sides of all collector roads in the development and the entrance road. As provided in the Development Agreement, Developer will install sidewalks along the Property's frontages on Harrisburg Road and Calvin Hall Road and those sidewalks shall have a minimum width of 6 feet as more particularly depicted on the Master Plan. All other sidewalks shall have a minimum width of 4 feet as more particularly depicted on the Master Plan. As provided below in subsection 10(b)(4), sidewalks may be located within buffers.
- (3) Driveways/Vehicular Access Points - No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the residential or commercial areas from Harrisburg Road, Calvin Hall Road and other external surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT"). The placement and configuration of the vehicular access points into the Development as depicted on the Master Plan are conceptual in nature and they may be modified during the permitting process subject to the approval of the SCDOT and/or the County.
- (4) Buffers – Except as otherwise specifically provided herein or on the Master Plan, the Development shall comply with the buffer requirements set out in Section 13.12 of the UDO. Notwithstanding the foregoing, a 50 foot buffer shall be provided along those portions of the exterior boundaries of the Development that are more particularly depicted on the Master Plan. Except for the 50 foot buffer established adjacent to a portion of Calvin Road, the outer 40 feet of the 50 foot buffer shall be undisturbed as more particularly depicted on the Master Plan. As provided in Section 13.12.1.11(i) of the UDO, within the undisturbed portion of the buffer, ingress/egress to the

Property shall be allowed, as well as utility easements and sidewalks. Additionally, sidewalks may be located within the Development's buffers, including the 30 foot landscaped buffer to be established on the frontage of all roads.

Notwithstanding the foregoing, two variances from the buffer standards have been provided through the Development Agreement. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided as more particularly depicted on the Entrance Buffer Reduction Detail on the Master Plan (the "Detail"). As provided on the Detail, Developer shall be required to install a minimum 6 foot tall wall on the north and south sides of the access road within the reduced buffer area. More specifically, the minimum width of this buffer shall be 10 feet as more particularly depicted on the Detail due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

Notwithstanding the foregoing, with respect to the buffer to be located along the northern boundary line of Village A along the common property line of Village A and Tax Parcel No. 0005-00-018 (the Harrisburg Elementary School site), in the event that the County accepts the conveyance of Village A from Developer, that portion of the buffer located along the common property line of Village A and Tax Parcel No. 0005-00-018 shall not be required and may be eliminated at the option of the County.

- (5) Parking - Parking shall be provided in accordance with Section 18 of this Ordinance. Parking may be shared for uses located within Villages A and B provided that fully executed and recorded cross access agreements and shared parking agreements are provided to the Lancaster County Planning Department.
- (6) Open Space Requirements - For purposes of applying the Open Space requirements of Section 13.12.1.11.b of the UDO to the Development, trails, utility easements and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the Development's Open Space calculations provided that they meet the requirements of Section 13.12.1.11.b.ii.C of the UDO.
- (7) Floodway Restrictions - In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.
- (8) Floodplain Restrictions -- In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to

five (5) times the width of the stream at the top of the bank area unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

- (9) Submission Requirements -- Environmental Characteristics of the Site - When submitting flood frequency information as a part of the subdivision approval process, the entity seeking subdivision approval is required to submit only one hundred (100) year frequency flood information, provided, however, buildings or fill material shall not be placed within a FEMA one hundred (100) year floodplain without a LOMR-F.
- (10) Connectivity - The minimum connectivity index required for PDD-27 is 1.4.
- (11) Street Trees – Street trees shall be installed back of sidewalk and outside of the public right of way.

Section 11. Density/Intensity.

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

<u>Land Use</u>	<u>Density/Intensity</u>	<u>Total Number of Acres/Units/ Facilities</u>
Single-Family Detached - Villages D, E and F	Up to 2.99 Dwelling Units/ Acre, On Average	Up to 365 Total Single-Family Detached Residences
Multi-Family Townhomes - Village C	Up to 5.99 Dwelling Units/ Acre, On Average	Up to 165 Total Multi-Family Townhome Residences
Senior Mixed Use - Village B Senior Residences/Apartments/ Senior Housing	Up to 8.0 Dwelling Units/Acre	Up to 200 Total Dwelling Units
Senior Daycare	N/A	Up to 6000 sq. feet of gross floor area
Commercial/Retail/Service in support of Senior Uses		Up to 15,000 sq. feet of gross floor area
Village A – Commercial/Retail/Service in Support of Senior Use**		Up to 6,500 sq. feet of gross floor area

** In the event that the County does not accept the dedication and conveyance of Village A as more particularly described in Section 26 below, Village A may be incorporated into Village B and Village A may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 above. This 6,500 square feet of gross floor area in Village A shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.

As provided in Section 24 below, in the event that the dedication and conveyance of Village A to the County is accepted by the County, then the entire land area of Village A shall, at the election of Developer, be considered to be Open Space and counted towards the

required amount of Open Space for the Development, or it may be utilized to calculate the allowed density for the Development or any portion thereof.

(b) The number of lots for single-family detached residences located within each of Villages D, E and F as depicted on the Master Plan may be altered by Developer in its discretion, provided that the total number of lots for single-family detached residences located in Villages D, E and F does not exceed 365, and the total density for Villages D, E and F does not exceed 2.99 dwelling units per acre.

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

(c)(2) As used in this subsection (c) and in the definition of "Property Owner" in Section 9 of this Ordinance, "Assignment of Property Owner Rights" means a written instrument in recordable form by which the Developer assigns its rights as property owner under this Ordinance to another person or entity with respect to a particular Village designated in the Assignment of Property Owner Rights. The Assignment of Property Owner Rights may include such limitations on the assignee as the Developer desires including, without limitation, restrictions on the type of units that may be constructed within a Village, the location where those units may be constructed within the Village, the number of units of a particular type that may be constructed within the Village, the minimum lot requirements for the Village (including requirements for setback, lot area, building height, lot width, buffers, and number of units per lot). All restrictions contained within the Assignment of Property Owner Rights are binding on the assignee and each person who ultimately owns any real estate within the designated Village. Any such limitations shall be in addition to any private contractual restrictions placed upon all or any part of any Village by the Property Owner. The Assignment of Property Owner Rights shall not be used as a method to change the Master Plan which may be changed only in accordance with the provisions of this Ordinance and Section 13.12.2.5 of the UDO.

(c)(3) Developer shall issue a certificate stating the maximum development intensity allowable on any tract within the Property consistent with this Ordinance prior to the sale of any such parcels or before building permits are issued for that specific area of the Property. The certificate will state the number of dwelling units and/or the amount, in acres, of commercial, retail or service uses, as applicable, that may be developed on the applicable various tracts. Developer must file a copy of the certificate with the Planning Department. The County shall be responsible for creating and maintaining a record of the number of dwelling units and/or acres allocated to each tract as well as the total number of dwelling units or floor area actually constructed on each tract.

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

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

- (b) Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area.
- (c) HVAC equipment may encroach up to 2' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes to prevent HVAC units being located next to each other.
- (d) Setbacks along a private road within any residential/ multifamily use shall be measured from the lot line and shall satisfy fire access and emergency management vehicular requirements.
- (e) Single family homes, multi-family townhomes, senior housing/residences/apartments, non-residential buildings and any other types of buildings may not encroach into the required buffers.

Section 13. Building Height. (a) Except as provided below, maximum building heights must comply with the requirements of the UDO:

Land Use	Maximum Building Height
Single-Family Detached - Villages D, E and F	35'
Multi-Family Townhome - Village C	41'
Senior Mixed Use - Village B	50'
Village A if not accepted by the County	50'
Civic/Institutional/Park and Recreation Uses	N/A

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

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

Land Use	Minimum Lot Size
Single-Family Detached - Villages D, E and F	6,500 sq. feet

Multi-Family Townhome - Village C	1,000 sq. feet
Senior Mixed Use – Village B	
Commercial/Retail/Service in support of Senior Uses	No minimum lot size
Senior Day Care	No minimum lot size
Village A if not accepted by the County	No minimum lot size
Civic/Institutional/Park and Recreation Uses	No minimum Lot Size

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

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

Land Use	Minimum Lot Width
Single-Family Detached - Villages D, E and F	55' front loaded type lots
Senior Mixed Use - Village B	100'
Multi-Family Townhome - Village C	22'
Village A if not accepted by the County	100'
Civic/Institutional/Park and Recreation Uses	No Minimum

Section 16. Front Loaded Single Family Residences. All lots for single family detached residences shall be front loaded.

Section 17. Buffers.

(a) Except as otherwise specifically provided herein or on the Master Plan, the Development shall comply with the buffer requirements set out in Section 13.12 of the UDO. Notwithstanding the foregoing, a 50 foot wide buffer shall be provided along those portions of the exterior boundaries of the Development that are more particularly depicted on the Master Plan. Except for the 50 foot buffer established adjacent to a portion of Calvin Road, the outer 40 feet of the 50 foot buffer shall be undisturbed as more particularly depicted on the Master Plan. As provided in Section 13.12.1.11(i) of the UDO, within the undisturbed portion of the buffer, ingress/egress to the Property shall be allowed, as well as utility easements and sidewalks. Additionally, sidewalks may be located within the Development's buffers, including the 30 foot landscaped buffer to be established on the frontage of all roads.

Where steep topography is present or pedestrian/vehicular access, utility easements, or sidewalks are needed, grading will be allowed in these buffers. The buffers are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access

points, drainage easements, utility lines, sidewalks and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings will be installed by the Developer.

- (b) Notwithstanding the foregoing, two variances from the buffer standards have been provided through the Development Agreement. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided as more particularly depicted on the Entrance Buffer Reduction Detail on the Master Plan (the "Detail"). As provided on the Detail, Developer shall be required to install a minimum 6 foot tall wall on the north and south sides of the access road within the reduced buffer area. More specifically, the minimum width of this buffer shall be 10 feet as more particularly depicted on the Detail due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

Notwithstanding the foregoing, with respect to the buffer to be located along the northern boundary line of Village A along the common property line of Village A and Tax Parcel No. 0005-00-018 (the Harrisburg Elementary School site), in the event that the County accepts the conveyance of Village A from Developer, that portion of the buffer located along the common property line of Village A and Tax Parcel No. 0005-00-018 shall not be required and may be eliminated at the option of the County.

- (c) If the Developer can demonstrate to the Chief Zoning Officer that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Chief Zoning Officer shall refer the matter to the Planning Commission for consideration and the Planning Commission may waive the buffer requirements for that site.

Section 18. Parking.

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

Section 19. Roadways and Traffic.

- (a) The number, location and alignment of the internal roadways shown on the Master Plan may be modified, provided that they are constructed in conformance with the roadway design and construction standards set forth in this section.

- (b) All internal roadways shall be built to the County's construction standards set forth in the UDO and Chapter 26 of the Lancaster County Code, except as otherwise specified in subsections (c) through (e) of this section.
- (c) Any portion of the Property may have private roads.
- (d) All internal roads will be constructed with curb and gutter.
- (e) The placement and configuration of the vehicular access points into the Development as depicted on the Master Plan are conceptual in nature and they may be modified during the permitting process subject to the approval of the SCDOT and/or the County.
- (f) All internal roadways will be constructed in accordance with the following minimum standards:

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

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

Section 20. Street Lighting.

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

Section 21. Model Homes and Other Buildings. Within the boundaries of tax parcels 0005-00-093.05, 0005-00-078.00, 0005-00-083.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01, and a portion of 0005-00-074.03, prior to the installation of water and sewer for the Development or any of its components, the Developer at any given time may be issued not more than eleven (11) building permits of which ten (10) may be for model single family residences for sale ("Model Homes") and one (1) for a sales office, provided that all applicable requirements of the Lancaster County Water and Sewer District are satisfied by Developer, and all applicable requirements of the South Carolina Department of Health and Environmental Control and other relevant governmental agencies are satisfied by Developer. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

Section 22. Mass Grading and Timber Harvesting. The Developer may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided that the Developer complies with Section 13.7.11.7 of the UDO. For purposes of Section 13.7.11.7 of the UDO, the requirement to retain a minimum of 20 percent of all trees on the Property shall apply to the entire Property (comprised of Villages A, B, C, D, E and F), rather than to each individual Village or parcel of land that comprises or will comprise the Property. Accordingly, provided that a minimum of 20 percent of all trees on the Property are retained, each individual Village or parcel of land that comprises or will comprise the Property will not be required to meet the tree retention requirements of Section 13.7.11.7 of the UDO. Notwithstanding the foregoing, if the County accepts the conveyance of Village A pursuant to the Development Agreement and Section 26 hereof, or if Village A is removed from PDD-27 pursuant to Section 26 hereof, then the area or acreage of Village A shall not be considered when calculating and determining the tree retention requirements for the remainder of the Property (comprised of Villages B, C, D, E and F).

Additionally, retained trees located within any buffers shall count towards the minimum 20 percent tree retention requirement provided that any such buffer areas are designated as tree protection areas.

Section 23. Open Space. In addition to any other areas of the Development considered to be Open Space under the UDO, the facilities or areas set out in subparagraphs (a), (b) and (c) below shall be considered to be Open Space, and the entire land area of Village A may be considered to be Open Space as provided below in Section 24(a) hereof.

- (a) A storm water detention facility shall be considered to be Open Space provided that the storm water detention facility meets the requirements of Section 13.12.1.11(b)(ii)(A) of the UDO. The requirement set out in Section 13.12.1.11(b)(ii)(A)(4) of the UDO may be met by providing a walking trail to and around the storm water detention facility so that the storm water detention facility is accessible to the public.
- (b) Buffer areas shall be considered to be Open Space provided that the buffer areas meet the requirements of Section 13.12.1.11(b)(ii)(A) and 13.12.1.11(b)(ii)(B) of the UDO. The requirement set out in Section 13.12.1.11(b)(ii)(B)(2) of the UDO shall be met by the provision of a minimum 6 foot wide sidewalk located adjacent to or within the buffer areas as more particularly depicted on the Master Plan so

that the buffer areas are conducive to actual use for passive recreational purposes by residents of the Development.

- (c) Tree protection areas under Section 13.7.11.7 of the UDO shall be considered to be Open Space provided that such tree protection areas meet the requirements of Section 13.12.1.11(b)(ii)(A) of the UDO.
- (d) If a storm water detention facility does not meet the applicable requirements of Section 13.12.1.11(b)(ii)(A) of the UDO such that it does not qualify as Open Space, then the area of the storm water detention facility may be utilized to calculate density as provided below in Section 24.

Section 24. Density.

- (a) In the event that the dedication and conveyance of Village A to the County is accepted by the County, then the entire land area of Village A shall, at the election of Developer, be considered to be Open Space and counted towards the required amount of Open Space for the Development, or it may be utilized to calculate the allowed density for the Development or any portion thereof.
- (b) If a storm water detention facility does not meet the applicable requirements of Section 13.12.1.11(b)(ii)(A) of the UDO such that it does not qualify as Open Space, then the area of the storm water detention facility may be utilized to calculate density.
- (c) The manner in which the permitted maximum density of the Development is calculated or determined is more particularly set out on the Density Exhibit attached hereto as Exhibit B and incorporated herein by reference. The maximum permitted density is set out on the Master Plan and in Section 11 hereof.
- (d) Any land area within the Property that is dedicated and/or utilized as right of way for public or private streets may be utilized to calculate the allowed density for the Development or any portion thereof.
- (e) For purposes of determining the maximum permitted density, pursuant to Section 13.12.1.11(b)(viii) of the UDO, any calculation which results in a fraction equal to or greater than .51 shall be rounded upward to the next number. For example, 6.6 dwelling units per acre shall be considered to be 7 dwelling units per acre.

Section 25. Architectural Standards. The permitted exterior building materials for all principal buildings and structures below the roofline that are located in the Development shall be face brick, stone, manufactured stone, pre-cast stone, synthetic stone, cementitious siding, shake, EIFS, stucco and wood. Vinyl shall not be a permitted exterior building material provided, however, that vinyl may be utilized on the soffits, trim and railings, and vinyl windows may be installed on the buildings and structures located in the Development.

Section 26. Dedication of Village A to the County. As provided in the Development Agreement, Developer shall offer for dedication and conveyance to the County that approximately ten (10) acre portion of the Development designated as Village A on the Master Plan for civic, institutional, park and/or recreation uses. Village A is intended to be developed by the County or its designee for civic, institutional, park and/or recreation uses and is being provided by Developer as a means of satisfying the commercial development

requirement set out in Section 13.12.1.11(d) of the UDO. (This is in addition to Village B, which on its own shall satisfy this commercial development requirement). County and Developer acknowledge that whether Village A is ultimately accepted and developed by the County or its designee is dependent on the availability of funding to pay for the development of Village A and that the decision to accept and develop Village A is a discretionary decision for County Council. If the County determines to accept the dedication and conveyance of Village A, then Developer shall convey Village A to the County free of any encumbrances and by way of a general warranty deed conveying marketable and insurable title to the County. No recycling centers, convenience site or trash or solid waste transfer stations or similar type of land uses can be included as an eligible land use on Village A. If the County should, in its discretion, decide not to accept Village A, then Developer shall be permitted, in its discretion, to retain Village A and either remove it from the PDD-27 or keep it in the PDD-27 and combine Village A with Village B, the Mixed Use Village. In the event that Developer determines to keep Village A in the PDD-27 and to combine it with Village B, then Village A may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 above. This 6,500 square feet of gross floor area in Village A shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.

If the County should, in its discretion, decide not to accept Village A, then Developer shall nonetheless be deemed by the County to have satisfied the commercial development requirement of Section 13.12 of the UDO because of Developer's planned use of Village B.

Section 27. **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 28. **UDO.** Any reference to the UDO set out in this Ordinance shall be deemed to refer to the UDO as of the Agreement Date, as defined in the Development Agreement.

Section 29. **Controlling Ordinance.** Except as otherwise provided in Section 10(a) of this Ordinance, to the extent this Ordinance contains provisions that conflict with provisions contained in the Lancaster County Code or other County ordinances, resolutions, policies, procedures and actions, the provisions contained in this Ordinance shall supersede all other such provisions and this Ordinance is controlling.

Section 30. **Effective Date.** This Ordinance is effective upon third reading, provided, however, the rezoning of the Property to Planned Development District provided for in Section 5 of this ordinance is effective when Sinacori Builders, LLC, delivers to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity (the "Effective Date"). If Sinacori Builders, LLC, or a Sinacori Related Entity has not delivered to the County Administrator recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity by 5:00 p.m. on that date that is seventy (70) days after the date on which this Ordinance is approved by the Lancaster County Council then the rezoning of the Property to Planned Development District provided for in Section 5 of this Ordinance shall not become effective. As used in this section, 'Sinacori Related Entity' means (i) an entity that is owned or controlled by Sinacori Builders, LLC, a North Carolina limited liability company, or is

owned or controlled by an entity that owns at least a fifty percent (50%) membership interest in Sinacori Builders, LLC; and/or (ii) any entity that is the successor in interest to Sinacori Builders, LLC via merger or operation of law.

And it is so ordained this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

1st reading:
2nd reading:
3rd reading:

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EXHIBIT A to Ordinance No. 2015-1369 (PDD-27)

Avondale Site

Planned Development District (PDD-27)

Master Plan

See attached.

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EXHIBIT B to Ordinance No. 2015-1369 (PDD-27)

Avondale Site

Planned Development District (PDD-27)

Density Exhibit

See attached.

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Exhibit 3

Density Exhibit

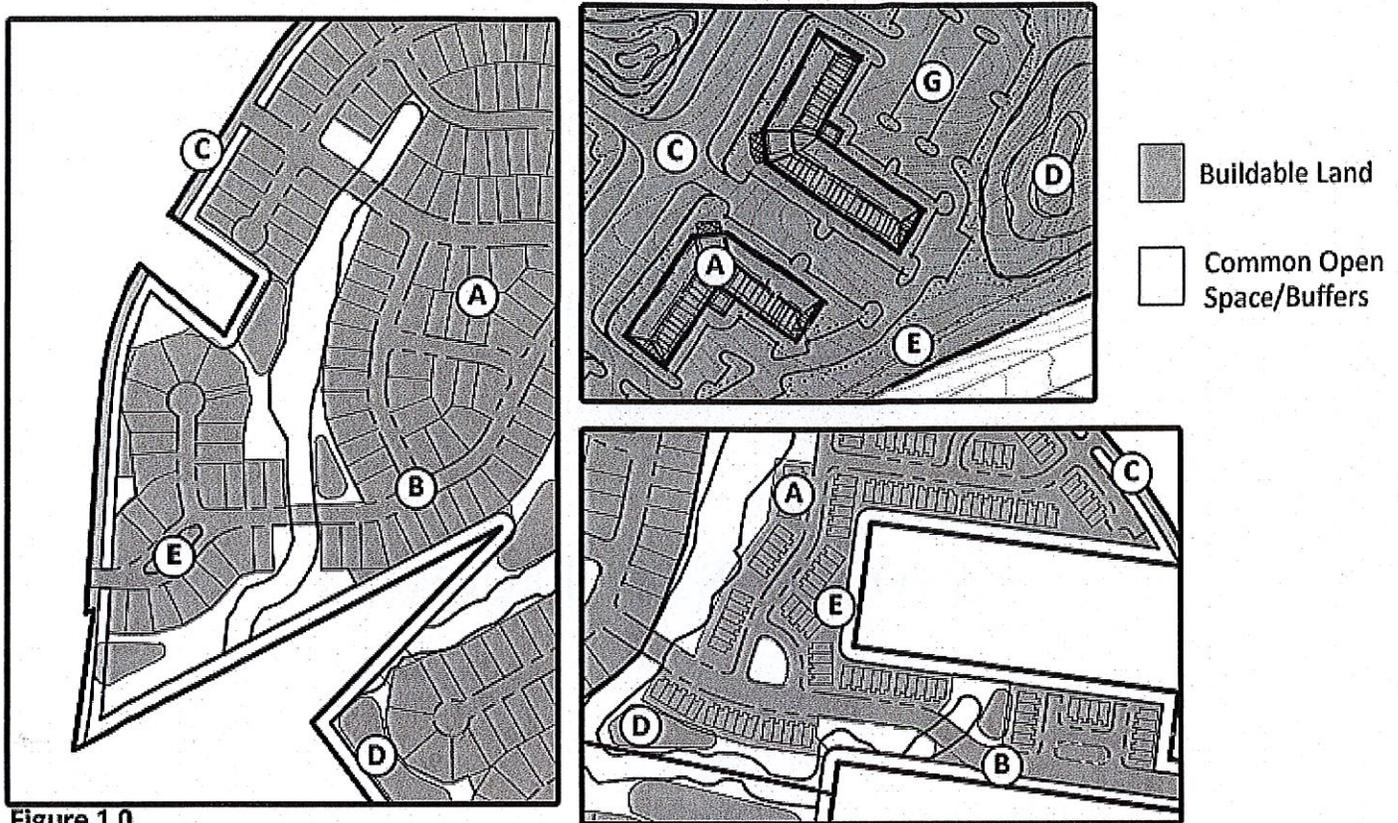


Figure 1.0
Conceptual layouts, for example only; not to scale

Per Lancaster County UDO, Section 13.12.1.11.b.viii - "Density": Density is based on buildable land. Common Open Space cannot be used to calculate density. Roads will be allowed to be included when determining density.

*Note: Pursuant to Section 24(a) of this Ordinance, the land area of Village A may be utilized to calculate allowed density for the Development or any portion thereof.

Buildable Land Includes (See Figure 1.0 above):

- (A) Lots (single family/multi-family/townhomes) and Buildings
- (B) Proposed rights-of way
- (C) Existing rights-of-way
- (D) Stormwater/water quality ponds/BMPs that are NOT included as Common Open Space
- (E) Strips of improved open area that are less than 50' wide and therefore do not qualify as Common Open Space and are NOT part of a required perimeter or road buffer
- (G) Parking lots

Example Density Calculation:

Proposed Lots/Units: 100 Lots
 Buildable Area: 50 Acres
 Proposed Density: 100 Lots/50 Acres = 2.0 DU/Acre

07-01-2016

Exhibit 4

REVISED TRAFFIC IMPACT STUDY

FOR THE

AVONDALE DEVELOPMENT

LOCATED
IN
LANCASTER COUNTY, SOUTH CAROLINA

Prepared For:
Sinacori Builders
P.O. Box 471785
Charlotte, NC 29247

Prepared By:
Ramey Kemp & Associates, Inc.
8307 University Executive Park Drive, Suite 260
Charlotte, NC 28262
License #3111

January, 2016

RKA Project #15105

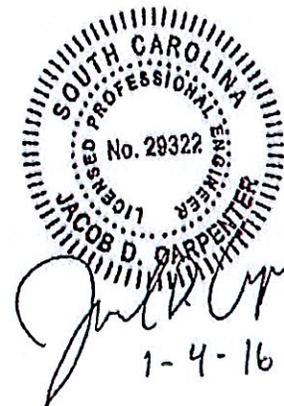


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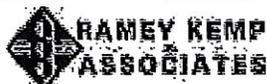
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REVISED TRAFFIC IMPACT STUDY
AVONDALE DEVELOPMENT
LANCASTER COUNTY, SOUTH CAROLINA

1. EXECUTIVE SUMMARY

This report summarizes the findings of the REVISED Traffic Impact Study (TIS) that was performed for the proposed Avondale Mixed-Use Development to be located along Harrisburg Road and Calvin Hall Road in Lancaster County, South Carolina. The traffic study was revised to include a new land use plan. The purpose of this study is to determine the potential impact to the surrounding transportation system caused by the traffic generated by the development.

The site is proposed to consist of up to 365 single family homes, 165 townhomes, 200 senior housing apartments, a 6,000 s.f. senior day center, a 15,000 s.f. specialty retail center, and a 6,500 s.f. memory care / senior medical office. For purposes of this study it was assumed the development would be built out by 2018. Based on the preliminary development plan, approximately six full access site driveways are proposed, including three site driveways on Calvin Hall Road and three site driveways on Harrisburg Road.

The study area for the TIS was determined through coordination with the South Carolina Department of Transportation (SCDOT) and Lancaster County and consists of the following intersections:

1. US 521 and Sandra Lane
2. US 521 and Red Ventures Drive
3. US 521 and Patterson Lane
4. US 521 and SC 160
5. SC 160 and Harrisburg Road
6. SC 160 and Calvin Hall Road
7. Harrisburg Road and Patterson Lane
8. Harrisburg Road and Calvin Hall Road

Several scenarios were analyzed using traffic analysis software. Traffic operations during the AM and PM peak hours were modeled for each scenario. The results of each scenario were compared



in order to determine impacts from background traffic growth and the proposed development. The following scenarios were modeled:

- 2015 Existing
- 2018 No-Build
- 2018 Build
- 2018 Build Improved

It is recommended the developer provide the following improvements to mitigate site traffic:

US 521 and SC 160

- Extend the northbound dual left turn lanes on US 521 to provide 425 feet of full width storage.

SC 160 and Calvin Hall Road

- Construct an exclusive left turn lane on eastbound SC 160 with 200 feet of full width storage. A short left turn lane on westbound SC 160 may be required to adequately align through movements. Further coordination with SCDOT on a final design will be required.
- Construct an exclusive left turn lane on southbound Calvin Hall Road with 150 feet of full width storage.
- Based on coordination with Lancaster County, the developer will perform an additional signal warrant study after 25% build out or 2 years (whichever comes first).

Harrisburg Road and Calvin Hall Road

- Developer participates in the construction of a single lane roundabout.

Calvin Hall Road and Site Drive 1

- Construct the westbound approach of Site Drive 1 with one shared left-right egress lane.
- Construct a left turn lane on southbound Calvin Hall Road with 200 feet of full width storage.

Calvin Hall Road and Site Drive 2

- Construct the westbound approach of Site Drive 2 with one shared left-right egress lane.
- Construct a left turn lane on southbound Calvin Hall Road with 200 feet of full width storage.

Calvin Hall Road and Site Drive 3

- Construct the north and southbound approaches of Site Drive 3 with one shared left-through-right egress lane.
- Construct an exclusive left turn lane on eastbound Calvin Hall Road with 200 feet of full width storage.
- Construct an exclusive left turn lane on westbound Calvin Hall Road with 200 feet of full width storage.

Harrisburg Road and Site Drive 4

- Construct the eastbound approach of Site Drive 4 with one shared left-right egress lane.

Harrisburg Road and Site Drive 5

- Construct the eastbound approach of Site Drive 5 with one shared left-right egress lane.

Harrisburg Road and Site Drive 6

- Construct the eastbound approach of Site Drive 6 with one shared left-right egress lane.

2. INTRODUCTION

2.1. Purpose of Report

This report summarizes the findings of the REVISED Traffic Impact Study (TIS) that was performed for the proposed Avondale Mixed-Use Development to be located along Harrisburg Road and Calvin Hall Road in Lancaster County, South Carolina. The traffic study was revised to include a new land use plan. The purpose of this study is to determine the potential impact to the surrounding transportation system caused by the traffic generated by the development.

2.2. Study Objectives

The site is proposed to consist of a mix between retail and residential uses, along with a small senior day center. Full build out of the site is expected by 2018. The following land uses and maximum densities are proposed:

- 365 single family homes
- 165 townhomes
- 200 senior housing apartments
- 6,000 s.f. senior day center
- 15,000 s.f. specialty retail center,
- 6,500 s.f. memory care / senior medical office

Based on the preliminary development plan, approximately six full access site driveways are proposed, including three site driveways on Calvin Hall Road and three site driveways on Harrisburg Road. Calvin Hall Road is proposed to be re-aligned to create an improved eastbound approach to Harrisburg Road, with the senior housing apartments, senior day center, and senior medical office to be located along the north side of Calvin Hall Road.

Refer to Figure 1 in Appendix A for an illustration of the site location and all other figures. Refer to Figure 2 for the preliminary site plan. The objective of this report is to determine what geometric improvements are necessary to mitigate traffic conditions on the transportation network surrounding the site with the proposed development fully built out.

3. AREA CONDITIONS

3.1. Transportation Network Study Area

3.1.1. Area Roadway System

The project study area for this TIS was determined through coordination with South Carolina Department of Transportation and Lancaster County staff. Table 1 summarizes the characteristics of the roadways within the study area. The SCDOT Functional Class map was used to determine the classification of each road. Traffic Volume maps from SCDOT were used to find the average daily traffic (ADT) volumes in vehicles per day (vpd) for the roadways (2014 volumes).

**TABLE 1
STUDY AREA ROADS**

ROADWAY	CLASSIFICATION	CROSS-SECTION	ADT (vpd)	SPEED LIMIT (mph)
US 521	Principal Arterial	4 Lanes	36,200	45
SC 160	Minor Arterial	2 to 4 Lanes	16,400	35-45
Harrisburg Road	Major Collector	2 Lanes	5,500	40-45
Calvin Hall Road	Major Collector	2 Lanes	4,300	40

3.1.1.1. Existing

Existing lane configurations (number of traffic lanes on the intersection approach), storage capacities, and other intersection and roadway information within the study area was collected by Ramey Kemp and Associates, Inc. (RKA). Refer to Figure 3 for the existing lane configurations and traffic control at study intersections.

3.1.1.2. Future

It is our understanding that there are no roadway projects scheduled to be completed in the study area that will affect traffic operations.

3.1.2. Study Area and Existing Traffic Volumes

The study area for the TIS was determined through coordination with SCDOT and Lancaster County and consists of the following intersections:

1. US 521 and Sandra Lane
2. US 521 and Red Ventures Drive
3. US 521 and Patterson Lane
4. US 521 and SC 160
5. SC 160 and Harrisburg Road
6. SC 160 and Calvin Hall Road
7. Harrisburg Road and Patterson Lane
8. Harrisburg Road and Calvin Hall Road

Traffic counts at intersections 3 and 5 through 8 were conducted in April 2015 during the AM peak period (7:00-9:00 AM) and during the PM peak period (2:30-6:30 PM). Traffic volumes for intersections 1-2 and 4 were taken from previous traffic counts completed in August 2014. For purposes of this study, counts completed in 2014 were grown by 3% for one year to determine existing 2015 traffic counts. A copy of the raw traffic count data can be found in Appendix B of this report. Refer to Figure 4 for an illustration of the existing 2015 peak hour traffic volumes.

3.2. Study Area – Adjacent Land Use

3.2.1. Existing Land Uses

The property currently exists as undeveloped land. The property is surrounded by residential development to the north and west. Commercial development is located along US 521 and SC 160.

3.2.2. Anticipated or Approved Future Development

Based on coordination with SCDOT and Lancaster County, no approved adjacent developments were included in future traffic growth. Through discussions with both agencies it was determined that any adjacent development traffic would be accounted for in the future growth rate applied to existing traffic.

4. PROJECTED TRAFFIC

4.1. Site Traffic

In order to determine the future traffic conditions after the proposed development is completed, an estimate of traffic projected to travel to/from the proposed development is required. The average weekday daily as well as AM and PM peak hour site trips for this study were calculated based on the ITE *Trip Generation Manual, 9th Edition*.

4.1.1. Trip Generation

The site is proposed to consist of a mix between retail and residential uses, along with a small senior day center. The proposed specialty retail center is primarily focused to support the senior adult housing. Minimal to no additional trips are expected, but for conservative purposes full trip generation was ran for the 15,000 s.f. specialty retail center. Internal capture was calculated between the specialty retail center and senior adult housing only. Table 2 presents a summary of the proposed land uses and trip generation calculations for the proposed development.

**TABLE 2
SITE TRIP GENERATION**

Land Use	Size	Units	Weekly								
			Daily			AM Peak Hour			PM Peak Hour		
			Enter	Exit	Total	In	Out	Total	In	Out	Total
Single-Family Detached Housing (210)	365	DU	1,729	1,729	3,458	66	199	265	212	125	337
Senior Adult Housing (Attached) (252)	200	DU	309	309	617	14	26	40	27	23	50
Residential Condominium/Townhouse (230)	165	DU	498	498	996	13	64	77	61	30	91
Adult Daycare (565)	6,000	SF	222	222	444	39	34	73	36	39	74
Specialty Retail Center (826)	15,000	SF	333	333	666	32	25	57	25	32	57
Medical Office (720)	6,500	SF	26	26	51	13	3	16	7	18	25
Total Trips			3,116	3,116	6,232	176	352	528	367	266	633
<i>Internal Capture Trips (ITE)*</i>			<i>67</i>	<i>67</i>	<i>134</i>	-	-	-	<i>6</i>	<i>6</i>	<i>12</i>
Total New External Trips			3,049	3,049	6,098	176	352	528	361	260	621

(1) Based on ITE Trip Generation – 9th Edition

* Internal Capture for Specialty Retail Center and Senior Adult Housing

Due to significant land use sizes and similar values for ITE rates and equations, ITE equations were used to determine trip generation. It should be noted that the senior day center is a land use in which senior adults are dropped off for a period of time to spend time with other senior adults enjoying various activities. ITE does not identify a land use code or trip generation rate for this use. To be conservative, it was estimated that this land use would operate similarly to a child daycare (ITE land use code 565), and the trip generation rates for this use were used. It is likely that the senior day center will generate significantly less traffic than a child day care due to the type of trip expected and the fact that trips for this use will likely occur during off-peak times. In

addition, trips for the memory care / senior medical office were generated utilizing the Medical Office land use as it is the closest related use.

4.1.2. Trip Distribution and Assignment

The trip distribution percentages were developed based on existing traffic patterns, location of employment centers, and engineering judgment. Figure 5 illustrates the trip distribution percentages used for the development while Figure 6 represents the site traffic assignment.

5. TRAFFIC ANALYSIS

5.1. Traffic Analysis Procedure

All study intersections (both unsignalized and signalized) were analyzed using the methodology outlined in the Highway Capacity Manual (HCM) published by the Transportation Research Board. Traffic analyses at the study intersections were completed using Synchro 9.1, SimTraffic 9.1, and Sidra Intersection 5.1. Synchro 9.1 is a comprehensive software package developed by Trafficware that allows the user to analyze both signalized and unsignalized intersections based on the 2000/2010 Highway Capacity Manual (HCM). It was used to determine Level of Service (LOS) and delays at the study intersections for each scenario. SimTraffic 9.1 is also developed by Trafficware and was utilized for microsimulation analysis to provide further information regarding queue lengths and queue interactions. Sidra Intersection 5.1 is a software package developed by Sidra Solutions that is used to analyze roundabouts. Sidra was used to model and analyze the proposed roundabout which converts the existing unsignalized intersection of Harrisburg Road and Calvin Hall Road into a roundabout.

Analysis results for signalized intersections and roundabouts provide level of service calculations for all approaches and an overall resulting level of service. The capacity analysis for an unsignalized intersection does not provide an overall level of service for the intersection, but rather a level of service for movements and/or approaches that have a conflicting movement. Capacity and level of service are the design criteria for this traffic study.

The HCM defines capacity as “the maximum hourly rate at which persons or vehicles can reasonably be expected to traverse a point or uniform section of a lane or roadway during a given

time period under prevailing roadway, traffic, and control conditions”. Level of service (LOS) is a term used to represent different driving conditions, and is defined as a “qualitative measure describing operational conditions within a traffic stream, and their perception by motorists and/or passengers”. Level of service varies from Level “A” representing free flow, to Level “F” where greater vehicle delays are evident.

Refer to Table 3 for HCM levels of service and related average control delay per vehicle for both signalized and unsignalized intersections. Control delay as defined by the HCM includes “initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay”. As shown in Table 3, an average control delay of 40 seconds at a signalized intersection results in a LOS D operation.

**TABLE 3
HIGHWAY CAPACITY MANUAL - LEVELS OF SERVICE AND DELAY**

UNSIGNALIZED INTERSECTION		SIGNALIZED INTERSECTION	
LEVEL OF SERVICE	AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)	LEVEL OF SERVICE	AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)
A	0-10	A	0-10
B	10-15	B	10-20
C	15-25	C	20-35
D	25-35	D	35-55
E	35-50	E	55-80
F	>50	F	>80

5.2. Traffic Analysis Scenarios

Several scenarios were analyzed using traffic analysis software. Traffic operations during the AM and PM peak hours were modeled for each scenario. The results of each scenario were compared in order to determine impacts from background traffic growth and the proposed development. The following scenarios were modeled:

- 2015 Existing
- 2018 No-Build
- 2018 Build
- 2018 Build Improved

5.3. Capacity and Level of Service at Study Intersections

5.3.1. US 521 and Sandra Lane

Capacity analysis and SimTraffic queuing results for the signalized intersection of US 521 and Sandra Lane are illustrated in Table 4. Refer to Appendix D for Synchro capacity analysis reports. Refer to Appendix M for printouts of the SimTraffic reports.

The signalized intersection of US 521 and Sandra Lane currently operates at LOS B during the AM peak hour and at LOS C during the PM peak hour. Analyses indicate that the intersection is expected to operate at LOS B during the AM peak hour and LOS D during the PM peak hour under 2018 No-Build conditions. The addition of site traffic is not expected to have a significant effect on the operation of the intersection. Minor increases are expected for the eastbound approach, but overall the intersection is expected to operate with similar LOS and delay as the 2018 No-Build scenario. Additional turn lanes for the eastbound approach are not feasible due to the road encroaching onto residential property.

SimTraffic microsimulation results do not indicate any significant queuing problems under any scenario. No mitigations measures are recommended to be constructed by the developer.

**TABLE 4
ANALYSIS SUMMARY OF
US 521 AND SANDRA LANE**

LOS AND DELAY							
Scenario	Approach	AM Peak Hour			PM Peak Hour		
		LOS	Delay	Overall LOS (Delay)	LOS	Delay	Overall LOS (Delay)
2015 Existing	EB	D	46.0	B (13.4)	D	37.6	C (31.2)
	WB	C	30.4		E	60.0	
	NB	A	7.9		C	29.2	
	SB	B	14.2		C	22.6	
2018 No-Build	EB	D	40.0	B (11.3)	D	40.3	D (38.8)
	WB	D	36.0		E	69.6	
	NB	A	2.2		C	29.4	
	SB	B	13.9		D	36.6	
2018 Build	EB	E	61.2	B (12.4)	E	56.5	D (42.3)
	WB	D	35.9		E	72.5	
	NB	A	2.2		C	31.7	
	SB	B	14.3		D	40.7	
SIMTRAFFIC 95 TH PERCENTILE QUEUE LENGTHS (Measured in Feet)							
Movement or Approach	2015 Existing Storage	2018 No-Build		2018 Build		2018 Build Improved	
		AM	PM	AM	PM	AM	PM
EBLTR	-	70	97	122	156	128	165
WBLT	250	136	361	147	370	142	381
WBR	250	153	348	180	357	156	358
NBL	250	17	100	17	86	16	81
NBT (2)	-	137/156	496/511	160/171	547/679	128/134	512/531
NBR	250	63	305	42	298	35	328
SBL (2)	255	110/139	292/347	113/142	271/335	109/133	249/307
SBT	-	169	437	171	430	182	433
SBTR	-	165	437	170	435	187	441

5.3.2. US 521 and Red Ventures Drive

Capacity analysis and SimTraffic queuing results for the signalized intersection of US 521 and Red Ventures Drive are illustrated in Table 5. Refer to Appendix E for Synchro capacity analysis reports. Refer to Appendix M for printouts of the SimTraffic reports.

The signalized intersection of US 521 and Red Ventures Drive currently operates at LOS C during the AM peak hour and at LOS B during the PM peak hour. Analyses indicate that the intersection

is expected to operate at LOS C during the AM and PM peak hours under 2018 No-Build conditions. The addition of site traffic is not expected to have a significant effect on the operation of the intersection, with minimal increases in LOS and delay under 2018 Build conditions.

SimTraffic microsimulation results do not indicate any significant queuing problems under any scenario. No mitigations measures are recommended to be constructed by the developer.

**TABLE 5
ANALYSIS SUMMARY OF
US 521 AND RED VENTURES DRIVE**

LOS AND DELAY							
Scenario	Approach	AM Peak Hour			PM Peak Hour		
		LOS	Delay	Overall LOS (Delay)	LOS	Delay	Overall LOS (Delay)
2015 Existing	EB	D	40.4	C (23.7)	B	17.8	B (11.8)
	WB	C	31.7		C	32.6	
	NB	C	31.8		B	10.6	
	SB	B	13.7		A	6.6	
2018 No-Build	EB	C	32.5	C (24.3)	C	26.5	C (21.5)
	WB	C	26.4		E	68.4	
	NB	C	30.7		B	15.9	
	SB	B	16.5		B	12.8	
2018 Build	EB	C	32.5	C (24.2)	C	27.7	C (21.6)
	WB	C	26.4		E	72.0	
	NB	C	30.4		B	16.5	
	SB	B	16.5		B	11.2	
SIMTRAFFIC 95 TH PERCENTILE QUEUE LENGTHS (Measured in Feet)							
Movement or Approach	2015 Existing Storage	2018 No-Build		2018 Build		2018 Build Improved	
		AM	PM	AM	PM	AM	PM
EBLTR	-	38	69	38	77	42	74
WBLT	-	38	251	43	262	41	266
WBR	-	30	374	29	399	29	338
NBL	200	196	97	178	110	187	101
NBT (2)	-	547/561	256/264	621/643	281/294	603/625	268/267
NBR	375	346	15	416	14	390	17
SBL	475	432	61	467	108	431	147
SBT	-	132	472	253	499	125	442
SBTR	-	132	498	193	517	123	467

5.3.3. US 521 and Patterson Lane

Capacity analysis and SimTraffic queuing results for the unsignalized intersection of US 521 and Patterson Lane are illustrated in Table 6. Refer to Appendix F for Synchro capacity analysis reports. Refer to Appendix M for printouts of the SimTraffic reports.

The minor street approaches of Patterson Lane and the major street left turn movements on US 521 currently operate at acceptable levels of service and delay with the exception of the minor approach eastbound left, which operates at LOS E and F for the AM and PM peak hours. Analyses indicate that these approaches and movements are expected to operate similarly under 2018 No-Build conditions. The addition of site traffic is not expected to have a significant effect on the operation of the intersection, with minimal increases in LOS and delay for most movements under 2018 Build conditions. Synchro indicates significant increase in delay along the westbound approach, however volumes on this approach are low and SimTraffic does not indicate a significant increase in queuing.

SimTraffic microsimulation results indicate some queuing on the eastbound approach of Patterson Lane at US 521 under both future No-Build and build conditions. It is expected that if delay becomes significant at this unsignalized intersection in the future, minor street vehicles will find alternate travel routes to US 521. No mitigations measures are recommended to be constructed by the developer.

TABLE 6
ANALYSIS SUMMARY OF
US 521 AND PATTERSON LANE

LOS AND DELAY							
Scenario	Approach	AM Peak Hour			PM Peak Hour		
		LOS	Delay	Overall LOS (Delay) ³	LOS	Delay	Overall LOS (Delay) ⁴
2015 Existing	EBL ⁴	E	36.1	--	F	72.2	--
	EBR ⁴	B	12.4		B	11.5	
	WB ²	B	11.3		C	24.7	
	NB ¹	B	12.1		C	21.4	
	SB ¹	C	17.1		B	13.6	
2018 No-Build	EBL ⁴	E	40.1	--	F	101.9	--
	EBR ⁴	B	12.6		B	11.1	
	WB ²	B	10.6		F	52.9	
	NB ¹	B	13.1		D	27.8	
	SB ¹	C	20.0		C	15.1	
2018 Build	EBL ⁴	E	42.1	--	F	118.4	--
	EBR ⁴	B	13.3		B	11.3	
	WB ²	B	10.7		F	270.5	
	NB ¹	B	13.3		D	32.5	
	SB ¹	C	20.0		C	15.1	
SIMTRAFFIC 95 TH PERCENTILE QUEUE LENGTHS (Measured in Feet)							
Movement or Approach	2015 Existing Storage	2018 No-Build		2018 Build		2018 Build Improved	
		AM	PM	AM	PM	AM	PM
EBL	150	36	79	45	95	57	96
EBR	-	61	354	80	577*	81	636*
WBLTR	-	17	109	12	172	16	164
NBL	250	106	134	124	174	119	124
NBT(2)	-	-/-	-/-	3/7	30/30	-/-	-/-
SBL	150	23	112	14	103	16	111
SBT	-	-	751	-	792	-	809
SBTR	-	8	783	13	839	11	835

1. Major street left-turn movement for unsignalized intersection.
2. Stop controlled approach for unsignalized intersection.
3. Overall intersection LOS is not provided for unsignalized intersections
4. Stop controlled approach movement
- * Exceeds link distance, but 95th queue reported due to t-intersection

5.3.4. US 521 and SC 160

Capacity analysis and SimTraffic queuing results for the signalized intersection of US 521 SC 160 are illustrated in Table 7. Refer to Appendix G for Synchro capacity analysis reports. Refer to Appendix M for printouts of the SimTraffic reports.

The signalized intersection of US 521 and SC 160 currently operates at LOS C during the AM peak hour and at LOS D during the PM peak hour. Multiple approaches are currently at or over capacity. Analyses indicate that the intersection is expected to worsen under 2018 No-Build conditions, with several approaches operating at LOS E or F and an overall LOS E during the PM peak hour. SimTraffic results indicate significant queuing on the northbound, southbound, and eastbound approaches during the PM peak hour.

With the addition of site traffic levels of service, queues, and delays are all expected to worsen at this intersection. The following improvement is recommended to mitigate site traffic impacts.

- Extend the northbound dual left turn lanes on US 521 to provide 425 feet of full width storage.

This improvement is expected to help provide adequate stacking for the northbound left turn movement at this intersection so that the left turn queuing does not extend into the through movement in the future. Although this improvement does not provide significant level of service improvements, it will allow more flexibility to the future signal timings by providing more vehicle stacking for this movement.

TABLE 7
ANALYSIS SUMMARY OF
US 521 AND SC 160

LOS AND DELAY							
Scenario	Approach	AM Peak Hour			PM Peak Hour		
		LOS	Delay	Overall LOS (Delay)	LOS	Delay	Overall LOS (Delay)
2015 Existing	EB	D	41.2	C (29.0)	E	64.1	D (53.5)
	WB	D	40.8		D	46.9	
	NB	C	22.5		C	25.4	
	SB	C	32.2		E	67.1	
2018 No-Build	EB	D	44.6	C (26.5)	F	106.6	E (63.5)
	WB	C	34.1		E	58.3	
	NB	C	22.3		C	30.4	
	SB	C	21.8		E	61.3	
2018 Build	EB	D	47.0	C (27.3)	F	117.5	E (68.3)
	WB	C	34.1		E	62.5	
	NB	C	21.6		C	33.4	
	SB	C	23.7		E	64.5	
2018 Build Improved	EB	D	47.0	C (27.3)	F	117.5	E (68.3)
	WB	C	34.1		E	62.5	
	NB	C	21.6		C	33.4	
	SB	C	23.7		E	64.5	
SIMTRAFFIC 95 TH PERCENTILE QUEUE LENGTHS (Measured In Feet)							
Movement or Approach	2015 Existing Storage	2018 No-Build		2018 Build		2018 Build Improved	
		AM	PM	AM	PM	AM	PM
EBL (2)	275	264/266	287/3339	281/279	287/4722	287/357	287/3669
EBT	-	3	18	6	17	10	25
EBR	950	149	596	173	722	179	619
WBL	125	9	13	7	12	4	11
WBTR	-	28	37	28	39	24	27
NBL (2)	250	276/267	303/314	271/264	324/358	276/255	355/339
NBT	-	252	321	305	667	209	240
NBTR	-	259	250	227	566	225	219
SBL	350	9	201	16	168	13	209
SBT (2)	-	274/269	1652/1684	299/308	1693/1740	276/277	1710/1736
SBR	175	183	388	218	392	208	392

5.3.5. SC 160 and Harrisburg Road

Capacity analysis and SimTraffic queuing results for the unsignalized intersection of SC 160 and Harrisburg Road are illustrated in Table 8. Refer to Appendix H for Synchro capacity analysis reports. Refer to Appendix M for printouts of the SimTraffic reports.

The minor street approach of Harrisburg Road currently operates at acceptable levels of service and delay. Analyses indicate that this approach is expected to continue to operate acceptably under 2018 No-Build conditions. The addition of site traffic is not expected to have a significant effect on the operation of the intersection, with minimal increases in LOS and delay under 2018 Build conditions.

SimTraffic microsimulation results do not indicate any significant queuing problems under any scenario. No mitigations measures are recommended to be constructed by the developer.

**TABLE 8
ANALYSIS SUMMARY OF
SC 160 AND HARRISBURG ROAD**

LOS AND DELAY							
Scenario	Approach	AM Peak Hour			PM Peak Hour		
		LOS	Delay	Overall LOS (Delay) ³	LOS	Delay	Overall LOS (Delay) ¹
2015 Existing	EB	-	-	--	-	-	--
	WB	-	-	--	-	-	--
	SB ²	B	13.9		C	20.4	
2018 No-Build	EB	-	-	--	-	-	--
	WB	-	-	--	-	-	--
	SB ²	C	15.1		D	26.0	
2018 Build	EB	-	-	--	-	-	--
	WB	-	-	--	-	-	--
	SB ²	C	15.9		D	30.2	
SIMTRAFFIC 95 TH PERCENTILE QUEUE LENGTHS (Measured in Feet)							
Movement or Approach	2015 Existing Storage	2018 No-Build		2018 Build		2018 Build Improved	
		AM	PM	AM	PM	AM	PM
WBT	-	5	11	7	8	-	-
WBTR	-	7	17	9	14	6	17
SBR	-	58	104	59	112	59	114

1. Major street left-turn movement for unsignalized intersection.
2. Stop controlled approach for unsignalized intersection.
3. Overall intersection LOS is not provided for unsignalized intersections

5.3.6. SC 160 and Calvin Hall Road

Capacity analysis and SimTraffic queuing results for the unsignalized intersection of SC 160 and Calvin Hall Road are illustrated in Table 9. Refer to Appendix I for Synchro capacity analysis reports. Refer to Appendix M for printouts of the SimTraffic reports.

The minor street approaches of Calvin Hall Road currently operate at LOS C, D, or E and experience moderate delays. In addition, the eastbound approach experiences some delays due to the lack of an exclusive left turn lane. Delays and queues are expected to continue under 2018 No-Build conditions.

With the addition of site traffic, significant delays and queues are expected on multiple approaches (primarily for the southbound approach). A recent study showed a signal was not warranted. Based on coordination with Lancaster County, the developer will perform an additional signal warrant study after 25% build out or 2 years (whichever comes first). The following improvements are recommended to mitigate site traffic impacts as well as operational problems expected under no-build conditions:

- Construct an exclusive left turn lane on eastbound SC 160 with 200 feet of full width storage. A short left turn lane on westbound SC 160 may be required to adequately align through movements. Further coordination with SCDOT on a final design will be required.
- Construct an exclusive left turn lane on southbound Calvin Hall Road with 150 feet of full width storage.

No significant queuing problems are expected under 2018 Build conditions with the addition of these mitigation measures. While Synchro indicates some significant delays for the southbound left turn movement in Improved conditions, SimTraffic does not indicate significant queuing.

Some queuing is shown in SimTraffic on the eastbound through movement during future conditions, but this is due to queue spillback on eastbound SC 160 at US 521.

TABLE 9
ANALYSIS SUMMARY OF
SC 160 AND CALVIN HALL ROAD

LOS AND DELAY							
Scenario	Approach	AM Peak Hour			PM Peak Hour		
		LOS	Delay	Overall LOS (Delay) ¹	LOS	Delay	Overall LOS (Delay) ¹
2015 Existing	EB ¹	A	1.5	--	A	3.6	--
	WB ¹	A	0.0		A	0.0	
	NB ²	D	28.8		C	22.6	
	SB ²	D	25.0		E	39.8	
2018 No-Build	EB ¹	A	1.7	--	A	4.7	--
	WB ¹	A	0.0		A	0.0	
	NB ²	D	34.2		D	25.9	
	SB ²	D	32.3		F	64.8	
2018 Build	EB ¹	A	3.7	--	B	10.1	--
	WB ¹	A	0.0		A	0.0	
	NB ²	E	42.6		D	32.5	
	SB ²	F	346.1		F	927.6	
2018 Build Improved	EB ¹	B	10.2	--	B	11.5	--
	WB ¹	A	0.0		A	0.0	
	NB ²	E	42.6		D	32.5	
	SBTR ⁴	C	23.7		C	20.6	
	SBL ⁴	F	301.1		F	1104.9	
SIMTRAFFIC 95 TH PERCENTILE QUEUE LENGTHS (Measured in Feet)							
Movement or Approach	2015 Existing Storage	2018 No-Build		2018 Build		2018 Build Improved	
		AM	PM	AM	PM	AM	PM
EBL	200 (proposed)	-	-	-	-	66	227
EBTR	-	-	-	-	-	-	614
EBLTR	-	257	770	431	1761	-	-
WBTR	-	-	-	-	-	11	19
WBLTR	-	11	7	16	19	-	-
NBL	150	-	-	-	-	-	-
NBTR	-	8	19	11	144	5	22
SBL	150 (proposed)	-	-	-	-	67	121
SBTR	-	-	-	-	-	104	97
SBLTR	-	77	434	1542	7462*	-	-

1. Major street left-turn movement for unsignalized intersection.
 2. Stop controlled approach for unsignalized intersection.
 3. Overall intersection LOS is not provided for unsignalized intersections
 4. Stop controlled approach movement
 * 95th Queue extends past intersection of Calvin Hall Road and Harrisburg Road.

5.3.7. Harrisburg Road and Patterson Lane

Capacity analysis and SimTraffic queuing results for the unsignalized intersection of Harrisburg Road and Patterson Lane are illustrated in Table 10. Refer to Appendix J for Synchro capacity analysis reports. Refer to Appendix M for printouts of the SimTraffic reports.

The minor street approach of Patterson Lane and the major street left turn movements on Harrisburg Road currently operate at acceptable levels of service and delay. Analyses indicate that these approaches and movements are expected to continue to operate acceptably under 2018 No-Build conditions. The addition of site traffic is not expected to have a significant effect on the operation of the intersection, with minimal increases in LOS and delay under 2018 Build conditions.

SimTraffic microsimulation results do not indicate any significant queuing problems under any scenario. No mitigations measures are recommended to be constructed by the developer.

**TABLE 10
ANALYSIS SUMMARY OF
HARRISBURG ROAD AND PATTERSON LANE**

LOS AND DELAY							
Scenario	Approach	AM Peak Hour			PM Peak Hour		
		LOS	Delay	Overall LOS (Delay) ³	LOS	Delay	Overall LOS (Delay) ³
2015 Existing	EB ²	B	14.3	--	B	10.3	--
	WB ²	B	10.8		B	13.2	
	NB ¹	A	0.0		A	0.1	
	SB ¹	A	1.6		A	1.4	
2018 No-Build	EB ²	C	15.2	--	B	10.5	--
	WB ²	B	11.2		B	14.2	
	NB ¹	A	0.0		A	0.0	
	SB ¹	A	1.6		A	1.4	
2018 Build	EB ²	C	17.7	--	B	10.6	--
	WB ²	B	11.6		C	15.2	
	NB ¹	A	0.0		A	0.0	
	SB ¹	A	2.7		A	2.1	

SIMTRAFFIC 95 TH PERCENTILE QUEUE LENGTHS (Measured in Feet)							
Movement or Approach	2015 Existing Storage	2018 No-Build		2018 Build		2018 Build Improved	
		AM	PM	AM	PM	AM	PM
EBLTR	-	22	9	18	8	16	9
WBLTR	-	65	53	59	56	57	59
NBLTR	-	-	6	-	8	-	4
SBLTR	-	40	32	49	44	47	48

1. Major street left-turn movement for unsignalized intersection.
2. Stop controlled approach for unsignalized intersection.
3. Overall intersection LOS is not provided for unsignalized intersections

5.3.8. Harrisburg Road and Calvin Hall Road

Capacity analysis and SimTraffic queuing results for the unsignalized intersection of Harrisburg Road and Calvin Hall Road are illustrated in Table 11. Refer to Appendix K for Synchro and Sidra capacity analysis reports. Refer to Appendix M for printouts of the SimTraffic reports.

Currently all approaches to this intersection operate under stop control. Under existing conditions, both the eastbound (AM peak hour) and southbound (PM peak hour) approaches experience moderate delays and queuing. Delays are anticipated to increase under the 2018 No-Build conditions, with significant queuing expected on multiple approaches.

With the addition of site traffic, significant delays and queues are expected on multiple approaches. In order to mitigate the increase in delays and queuing at the unsignalized intersection, it is recommended that a roundabout is constructed at the intersection.

A single lane roundabout and a roundabout with slip lanes were considered. Refer to Appendix K for the geometric layouts of the two possible roundabouts. Both roundabout configurations were analyzed in Sidra using an island diameter of 100 feet and a 1.2 environmental factor.

The single lane roundabout being considered consists of single-full access lanes for all approaches at the intersection. Capacity analysis indicates the roundabout will operate with LOS C or better for all approaches and an overall LOS B in the AM and PM peak hours in 2018.

The roundabout with slip lanes being considered consists of a single lane roundabout configuration with exclusive right turn lanes on eastbound Calvin Hall Road, northbound Harrisburg Road, and southbound Harrisburg Road. Each right turn lane has 150 feet of full width storage. Capacity analysis indicates the roundabout will operate with LOS B or better for all approaches and an overall LOS B in the AM and PM peak hours in 2018.

Design life analysis was performed for the two roundabout configurations to determine the length of time the roundabouts will be in service before reaching capacity given the traffic growth in the area. Analysis indicates that the single lane roundabout will reach capacity in 2 years in the AM peak hour and 3 years in the PM peak hour given the 2018 traffic volumes. At the time the roundabout reaches capacity, the intersection will be operating with an overall LOS of C in the AM and PM peak hours. Analysis of the roundabout with slip lanes indicates that the roundabout will reach capacity in 8 years in both the AM and PM peak hours. At the 8 year mark, the roundabout is expected to be operating with an overall LOS C in both the AM and PM peak hours. Design life analysis results are illustrated in Table 12.

Given that both roundabout configurations meet the requirements necessary to mitigate the increase in expected delays and queues, it is recommended that the single lane roundabout is

implemented at the intersection. In the future, dedicated right turn slip lanes can be added to the roundabout by others if necessary.

The following improvement is recommended to mitigate site traffic impacts:

- Developer participates in the construction of a single lane roundabout.

No significant delay or queuing problems are expected under the 2018 Build conditions with the addition of this mitigation measure.

**TABLE 11
ANALYSIS SUMMARY OF
HARRISBURG ROAD AND CALVIN HALL ROAD**

LOS AND DELAY							
Scenario	Approach	AM Peak Hour			PM Peak Hour		
		LOS	Delay	Overall LOS (Delay)	LOS	Delay	Overall LOS (Delay)
2015 Existing	EB ²	E	37.7	-- ³	C	18.7	-- ³
	WB ²	B	13.4		C	24.0	
	NB ²	D	29.0		C	18.5	
	SB ²	D	28.9		F	51.3	
2018 No-Build	EB ²	F	69.9	-- ³	C	22.3	-- ³
	WB ²	C	15.6		D	31.7	
	NB ²	E	48.7		C	22.2	
	SB ²	E	49.3		F	67.5	
2018 Build	EB ²	F	72.8	-- ³	F	76.6	-- ³
	WB ²	C	21.5		F	76.3	
	NB ²	F	72.5		F	50.6	
	SB ²	F	71.9		F	76.1	
2018 Build Improved – Roundabout W/ Rights	EB	B	12.4	B (11.8)	B	11.2	B (11.2)
	WB	B	16.7		B	14.9	
	NB	B	13.4		A	8.9	
	SB	A	7.2		A	9.3	
2018 Build Improved - Roundabout W/O Rights	EB	B	18.6	B (18.3)	B	15.5	B (17.0)
	WB	B	16.8		B	15.0	
	NB	C	28.4		B	10.1	
	SB	A	7.9		C	23.3	
SIMTRAFFIC AND SIDRA 95 TH PERCENTILE QUEUE LENGTHS (Measured in Feet)							
Movement or Approach	Proposed Storage	2018 No-Build		2018 Build W/ Rights		2018 Build W/O Rights	
		AM	PM	AM	PM	AM	PM
EBLT	-	-	-	112	64		
EBLTR	-	646	80			265	140
EBR	150			8	13		
WBLTR	-	67	176	76	186	78	190
NBLT	-	-	-	164	50		
NBLTR	-	415	137			343	72
NBR	150			2	3		
SBLT	-	-	-	45	101		
SBLTR	-	164	598			91	374
SBR	150			16	28		

1. Major street left-turn movement for unsignalized intersection.
2. Stop controlled approach for unsignalized intersection.
3. Overall intersection LOS is not provided for unsignalized intersections

**TABLE 12
ANALYSIS SUMMARY OF
HARRISBURG ROAD AND CALVIN HALL ROAD (DESIGN LIFE)**

LOS AND DELAY							
Scenario	Approach	AM Peak Hour			PM Peak Hour		
		LOS	Delay	Overall LOS (Delay)	LOS	Delay	Overall LOS (Delay)
2018 Build Improved – Roundabout W/ Rights	EB	B	16.3	C (25.4)	B	13.5	C (20.0)
	WB	D	38.0		D	39.8	
	NB	D	49.3		A	9.7	
	SB	A	7.4		B	13.5	
2018 Build Improved - Roundabout W/O Rights	EB	C	22.0	C (25.5)	B	18.4	C (26.5)
	WB	B	19.6		B	19.4	
	NB	D	49.1		B	11.0	
	SB	A	8.0		D	45.9	

SIDRA 95 TH PERCENTILE QUEUE LENGTHS (Measured in Feet)					
Movement or Approach	Proposed Storage	2018 Build W/ Rights		2018 Build W/O Rights	
		AM	PM	AM	PM
EBLT	-	237	120	-	-
EBLTR	-	-	-	345	187
EBR	150	11	20	-	-
WBLTR	-	189	569	96	270
NBLT	-	633	77	-	-
NBLTR	-	-	-	561	91
NBR	150	2	4	-	-
SBLT	-	62	214	-	-
SBLTR	-	-	-	102	701
SBR	150	21	43	-	-

5.3.9. Site Driveway Intersections

Capacity analysis results for all site driveway intersections are illustrated in Table 13. Refer to Appendix L for Synchro capacity analysis reports. Refer to Appendix M for printouts of the SimTraffic reports.

Site driveway intersections were analyzed with turn lane improvements needed to both mitigate onsite stacking as well as to satisfy SCDOT turn lane warrants and mitigate safety concerns. With the addition of the recommended turn lanes, no significant delays or queues are expected at any site driveway intersection under 2018 Build conditions.

TABLE 13
ANALYSIS SUMMARY OF
SITE DRIVEWAY INTERSECTIONS – 2018 BUILD CONDITIONS

LOS AND DELAY							
Scenario	Approach	AM Peak Hour			PM Peak Hour		
		LOS	Delay	Overall LOS (Delay) ³	LOS	Delay	Overall LOS (Delay) ³
Calvin Hall Road and Site Drive 1	WB ²	C	16.1	--	C	16.6	--
	NB	-	-		-	-	
	SB ¹	A	8.6		A	8.3	
Calvin Hall Road and Site Drive 2	WB ²	C	15.7	--	C	15.7	--
	NB	-	-		-	-	
	SB ¹	A	8.6		A	8.2	
Calvin Hall Road and Site Drive 3	EB ¹	A	7.7	--	A	8.5	--
	WB ¹	A	8.7		A	8.2	
	NB ²	C	15.8		C	15.0	
	SB ²	B	14.3		C	17.5	
Harrisburg Road and Site Drive 4	EB ²	C	15.1	--	C	15.6	--
	NB ¹	A	0.2		A	0.4	
	SB	-	-		-	-	
Harrisburg Road and Site Drive 5	EB ²	B	13.3	--	B	14.1	--
	NB ¹	A	0.3		A	0.7	
	SB	-	-		-	-	
Harrisburg Road and Site Drive 6	EB ²	D	27.1	--	C	19.6	--
	NB ¹	A	0.3		A	0.6	
	SB	-	-		-	-	

1. Major street left-turn movement for unsignalized intersection.
2. Stop controlled approach for unsignalized intersection.
3. Overall intersection LOS is not provided for unsignalized intersections

Sight distance at all site driveway intersections should be verified once final driveway locations are identified.

6. CONCLUSIONS

This report summarizes the findings of the REVISED Traffic Impact Study (TIS) that was performed for the proposed Avondale Mixed-Use Development to be located along Harrisburg Road and Calvin Hall Road in Lancaster County, South Carolina. The purpose of this study is to determine the potential impact to the surrounding transportation system caused by the traffic generated by the development.

The site is proposed to consist of up to 365 single family homes, 165 townhomes, 200 senior housing apartments, a 6,000 s.f. senior day center, a 15,000 s.f. specialty retail center, and a 6,500 s.f. memory care / senior medical office. For purposes of this study it was assumed the development would be built out by 2018. Based on the preliminary development plan, approximately six full access site driveways are proposed, including three site driveways on Calvin Hall Road and three site driveways on Harrisburg Road.

6.1. Summary of Recommended Improvements

Based on the analysis results, certain geometric improvements have been identified. Refer to ~~Figure 12~~ for an illustration of the recommended lane configurations.
Figure 9

It is recommended the developer provide the following improvements to mitigate site traffic:

US 521 and SC 160

- Extend the northbound dual left turn lanes on US 521 to provide 425 feet of full width storage.

SC 160 and Calvin Hall Road

- Construct an exclusive left turn lane on eastbound SC 160 with 200 feet of full width storage. A short left turn lane on westbound SC 160 may be required to adequately align through movements. Further coordination with SCDOT on a final design will be required.
- Construct an exclusive left turn lane on southbound Calvin Hall Road with 150 feet of full width storage.
- Based on coordination with Lancaster County, the developer will perform an additional signal warrant study after 25% build out or 2 years (whichever comes first).

Harrisburg Road and Calvin Hall Road

- Developer participates in the construction of a single lane roundabout.

Calvin Hall Road and Site Drive 1

- Construct the westbound approach of Site Drive 1 with one shared left-right egress lane.
- Construct a left turn lane on southbound Calvin Hall Road with 200 feet of full width storage.

Calvin Hall Road and Site Drive 2

- Construct the westbound approach of Site Drive 2 with one shared left-right egress lane.
- Construct a left turn lane on southbound Calvin Hall Road with 200 feet of full width storage.

Calvin Hall Road and Site Drive 3

- Construct the north and southbound approaches of Site Drive 3 with one shared left-through-right egress lane.
- Construct an exclusive left turn lane on eastbound Calvin Hall Road with 200 feet of full width storage.
- Construct an exclusive left turn lane on westbound Calvin Hall Road with 200 feet of full width storage.

Harrisburg Road and Site Drive 4

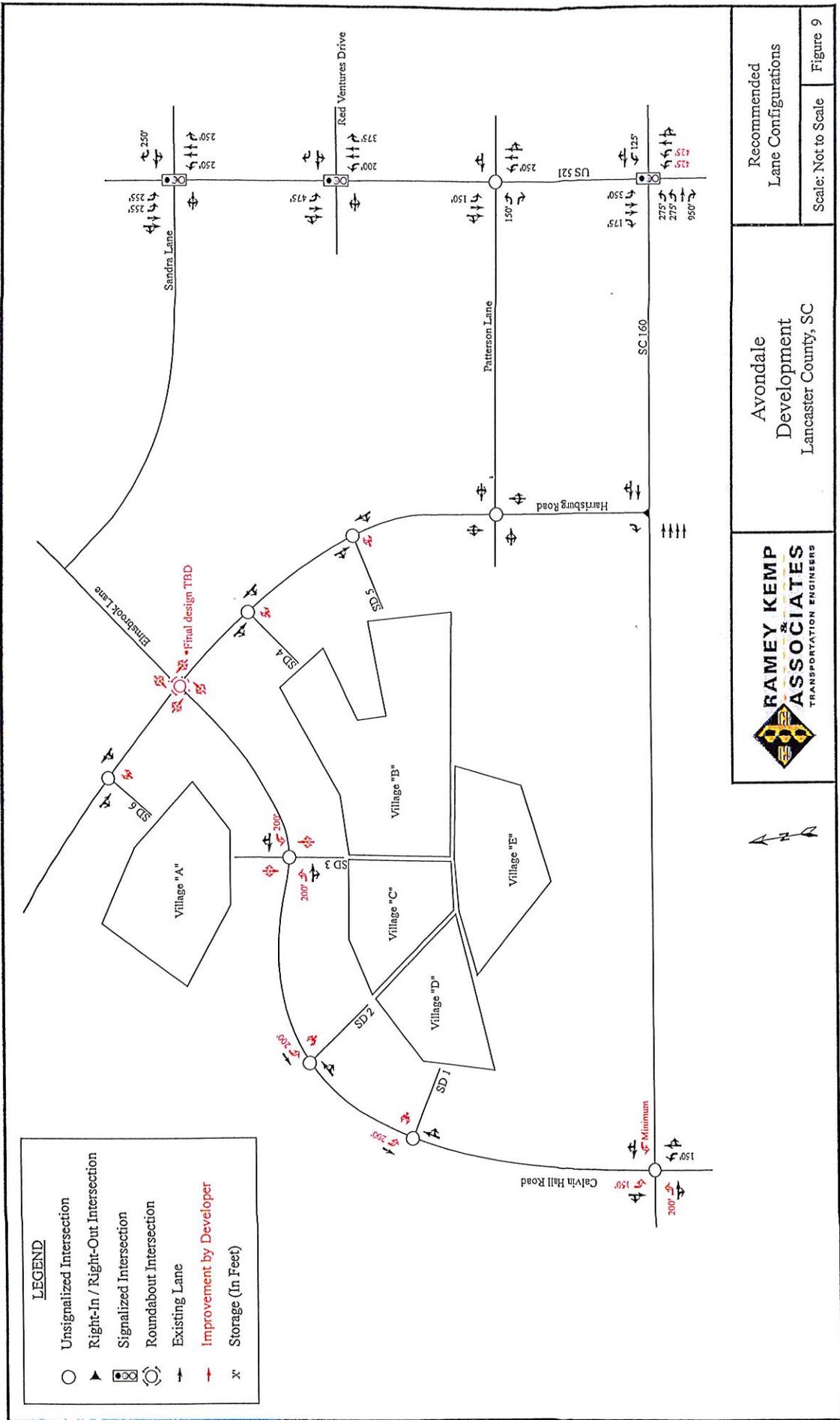
- Construct the eastbound approach of Site Drive 4 with one shared left-right egress lane.

Harrisburg Road and Site Drive 5

- Construct the eastbound approach of Site Drive 5 with one shared left-right egress lane.

Harrisburg Road and Site Drive 6

- Construct the eastbound approach of Site Drive 6 with one shared left-right egress lane.



Avondale
Development
Lancaster County, SC

Recommended
Lane Configurations

Scale: Not to Scale

Figure 9

DA-016-003 – Avondale Development Agreement

John Weaver

{Public Hearing} pgs. 216-245

Discussion:

Conclusions:

Action items:

Person responsible:

Deadline:

Discussion:		
Conclusions:		
Action items:	Person responsible:	Deadline:

Agenda Item Summary

Ordinance #: 2015-1370 (Avondale Development Agreement)

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Council Agenda: October 24, 2016

Committee: I&R Committee

Issue for Consideration: Whether or not it is appropriate for County Council to consider passage of 2nd Reading of Ordinance 2015-1370 so as to accept the terms and conditions of a revised Development Agreement negotiated with Sinacori Builders, LLC involving a 180 acre residential subdivision located at the intersection of Calvin Hall Road and Harrisburg Road in Indian Land.

Points to Consider: This Planned Development District (PDD-27) subdivision project first began in the spring months of 2015. The matter was considered by the Planning Commission during the fall of 2015 and came to Council with a favorable recommendation. Following a 7-0 vote to accept the original Development Agreement on December 14, 2015, 2nd Reading of the ordinance was never addressed by Council. Following Council's 6-1 passage of a Motion to Renew consideration of the Development Agreement, a revised contract now is being presented to Council. The material sections of the development Agreement are as follows:

1. 6 foot wide sidewalks will be constructed by the developer along both Calvin Hall Road and Harrisburg Road outside of the SCDOT right of way.
2. The Lancaster County School District will receive \$365,000
3. Lancaster County will receive \$730,000 for Public Safety.
4. The developer will contribute ten (10) acres of property from the development acreage adjacent to Harrisburg Road to Lancaster County. The appraised value of that contribution is \$890,000.
5. 3rd party expenses not to exceed \$17,500 incurred by the County will be paid by the developer.
6. The developer will seek the approval of SCDOT to realign Calvin Hall Road so as to provide a safer intersection with Harrisburg Road. The developer and the county will seek the approval of SCDOT to redesign the intersection to include a roundabout passageway. If realignment is denied, signal lights at the existing intersection will be installed, with the developer contribution \$225,000 toward either the construction of the roundabout or the installation of traffic signals.
7. Assuming passage, the contributed funds and property noted above are expected to be accomplished within not more than ninety (90) days following 3rd Reading.

Funding and Liability Factors: N/A

Council Options: Approve or reject the ordinance.

Recommendation: On October 11, 2016, the I&R Committee received a detailed briefing on the particulars and specifics of the proposed Development Agreement and voted 2-1 to move the matter on to County Council with a favorable recommendation.

**Development Agreement – Avondale
Changes
October 10, 2016**

The following is a brief summary of changes made to the proposed Development Agreement for the Avondale development since July. The summary does not include technical or grammatical changes.

Section 3.01A. Buffer / Berm Variance Allowed.

Provides a ten foot buffer for the access road area. Allows the County to eliminate the buffer along the northern boundary line of Village A and the Harrisburg Elementary School site if the County accepts the conveyance of Village A.

Section 3.01B. Sidewalks.

Makes clear that sidewalks may be located within buffers including the landscaped buffer on road frontages.

Section 4.01A. School Payments.

Moves the School Payment due date from May 1, 2018 to the date when the Developer provides to the County Administrator copies of the deeds conveying land to the Developer.

Section 4.01B. Funds for Public Safety.

Moves the Public Safety Payment due date from May 1, 2018 to the date when the Developer provides to the County Administrator copies of the deeds conveying land to the Developer.

Section 4.01C. Dedication of Institutional Land.

Adds language to require County to decide within 15 days of the effective date of the Development Agreement whether the County accepts the Developer's offer to convey the Village A land. If accepted, then Developer must convey the land within 30 days of acceptance.

Section 4.04. Infrastructure and Services.

(A) Roads.

(e) Clarifies Developer's responsibilities for intersection of Calvin Hall Road and Harrisburg Road depending on SCDOT action. Provides that Developer is responsible for turn lanes if a roundabout is not constructed.

Section 5.19. When Agreement takes Effect.

Provides that the Development Agreement is effective when the Developer provides the County Administrator copies of the deeds conveying the Avondale property to the Developer, however, if the Developer has not delivered to the County Administrator copies of the deeds within 70 days of Council's action approving the Development Agreement, then the Development Agreement is terminated.

Exhibit C Development Schedule

The development schedule is updated (generally by pushing everything out five months). Removes sentence allowing commercial development as an accessory use within the senior residences area, Village B.

Exhibit F Master Plan

The current Master Plan is included as an exhibit.

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

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

ARTICLE I

GENERAL

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

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

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

(2) “Agreement” means this Development Agreement.

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

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

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

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

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

(7) Reserved.

(8) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of real property as set forth on Exhibit E hereto. A copy of the Laws and Land Development Regulations, as of the Agreement Date, is on file in the 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. 2015-1369” or “PDD-27” means Ordinance No. 2015-1369 of the County zoning the Property Planned Development District.

(11) “Ordinance No. 2015-1370” means Ordinance No. 2015-1370 of the County approving this Agreement.

(12) “Parties” means County and Developer.

(13) Reserved.

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

(15) “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/or (ii) any entity that is the successor in interest to Developer via merger or operation of law.

(16) “UDO” means Ordinance No. 309, as amended, as of the Agreement Date and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County.

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

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

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

Section 1.05. Zoning. The Property is zoned Planned Development District pursuant to Ordinance No. 2015-1369.

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

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in PDD-27 apply and if no specific standard is contained in PDD-27, 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. 2015-1370 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. 2015-1370 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred and seventy-nine and 35/100s (179.35) 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 PDD-27, 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)(1) 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 PDD-27 and the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(2) To the extent that PDD-27 may contain zoning and development standards which conflict with zoning and development standards in the UDO, the standards contained in PDD-27 supersede all other standards and PDD-27 is deemed controlling except as provided in subsection (E)(1).

(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. Buffer/Berm Variances Allowed. Two variances from the buffer standards are hereby granted. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided as more particularly depicted on the Entrance Buffer Reduction Detail on the Master Plan (the “Detail”). The Master Plan is contained in Exhibit F, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. As provided on the Detail, Developer shall be required to install a minimum 6 foot tall wall on the north and south sides of the access road within the reduced buffer area. More specifically, the minimum width of this buffer shall be 10 feet as more particularly depicted on the Detail due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

Additionally, with respect to the buffer to be located along the northern boundary line of Village A along the common property line of Village A and Tax Parcel No. 0005-00-018 (the Harrisburg Elementary School site), in the event that the County accepts the conveyance of Village A from Developer, that portion of the buffer located along the common property line of Village A and Tax Parcel No. 0005-00-018 shall not be required and may be eliminated at the option of the County.

Section 3.01B. Sidewalks. Developer agrees to include sidewalks on Calvin Hall Road, Harrisburg Road, and within the development. The sidewalks on Calvin Hall Road and Harrisburg 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 those sidewalks shall rest with the Property Owners Association. The sidewalk construction requirement on Calvin Hall Road and Harrisburg Road is limited to the areas where Calvin Hall Road and Harrisburg Road abut the Developer's Property identified herein that the Developer controls. At the Developer's discretion, sidewalks may be built within the Project's buffer areas, including the 30 foot landscaped buffer to be established on the frontage of all roads. The purpose for the 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 adopted by County Council after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any building, housing, electrical, plumbing, 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, and, if applicable, the amount of non-residential development 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 THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$365,000.00) on the Effective Date (as defined in Section 5.19 below) (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.

Section 4.01B. Funds for Public Safety. Developer agrees to pay to the County SEVEN HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$730,000.00) on the Effective Date (as defined in Section 5.19 below) (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.

Section 4.01C. Dedication of Institutional Land. Subject to the terms of this Section 4.01C., Developer hereby offers for dedication and conveyance to the County that approximately ten (10) acre portion of the Development designated as Village A on the Master Plan (the “Institutional Land”) for civic, institutional, park and/or recreation uses. The Institutional Land is intended to be developed by the County or its designee for civic, institutional, park and/or recreation uses and is being provided by Developer as a means of satisfying the commercial development requirement set out in Section 13.12.1.11(d) of the UDO. (This is in addition to Village B, which on its own shall satisfy this commercial development requirement). County may accept this offer for the dedication and conveyance of the Institutional Land by Developer only after the Effective Date of this Agreement (as defined below in Section 5.19 hereof), and County must accept this offer by written notice to Developer pursuant to Section 5.01 hereof within fifteen (15) days of the Effective Date or this offer will expire and become null and void. County and Developer acknowledge that the decision of the County to accept this offer for the dedication and conveyance of the Institutional Land is a discretionary decision for County Council. If the County determines to accept the dedication and conveyance of the Institutional Land within the time period set out above, then Developer shall convey the Institutional Land to the County free of any encumbrances and by way of a general warranty deed conveying marketable and insurable title to the County within thirty (30) days of the date on which County notifies Developer in writing that County accepts Developer’s offer to dedicate and convey the Institutional Land to County. No recycling centers, convenience site or trash or solid waste transfer stations or similar type of land uses can be included as an eligible land use on the Institutional Land.

If the County should, in its discretion, decide not to accept the Institutional Land or shall fail to timely accept the offer such that the offer expires, then Developer shall be permitted, in its discretion, to retain the Institutional Land and either remove it from the PDD-27 or keep it in the PDD-27 and combine the Institutional Land with Village B, the Mixed Use Village. In the event that Developer determines to keep the Institutional Land in the PDD-27 and to combine it with Village B, then the Institutional Land may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 of the PDD-27 Ordinance. This 6,500 square feet of gross floor area on the Institutional Land shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.

If the County should, in its discretion, decide not to accept the Institutional Land or shall fail to timely accept the offer such that the offer expires, then Developer shall nonetheless be deemed by the County to have satisfied the commercial development requirement of Section 13.12 of the UDO because of Developer's planned use of Village B.

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, 2016, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at seventeen thousand five hundred dollars (\$17,500.00) 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 ("SCDOT") 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) The Master Plan calls for the realignment of Calvin Hall Road, a state road that is not a road within the Property. The Developer is responsible for obtaining approval from the SCDOT for the proposed realignment of Calvin Hall Road. Developer shall be responsible for the costs associated with the realignment of Calvin Hall Road and for the completion of the realignment project in accordance with the requirements of the SCDOT.

(c) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer. Excluding any road or transportation improvements at the intersection of Calvin Hall Road and Harrisburg Road, which intersection is addressed in Section 4.04(A)(1)(e) below, any road improvements that 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 SCDOT. 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.

(d) Excluding the intersection of Calvin Hall Road and Harrisburg Road, which intersection is addressed in Section 4.04(A)(1)(e) below, 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.

(e) Provided that the realignment of Calvin Hall Road as described in Section 4.04(A)(1)(b) is approved by the SCDOT as requested by Developer, Developer's obligations with respect to the intersection of Calvin Hall Road and Harrisburg Road (the "Intersection") shall be as follows:

(i) Developer shall pay to the County TWO HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) (the "Intersection Improvement Payment"), which Intersection Improvement Payment shall be applied by the County towards the cost of any required transportation improvements to the Intersection, excluding turn lanes in the event that a roundabout is not installed at the Intersection, which turn lanes are addressed below. Transportation improvements may include a roundabout and/or traffic signals, among other things. Any required transportation improvements shall be constructed and installed by entities other than Developer. The Intersection Improvement Payment shall be paid by Developer to the County prior to the issuance of the first certificate of occupancy for a new building constructed on the Property.

(ii) In the event that a roundabout is not constructed at the Intersection, then Developer shall be responsible for the construction of any required turn lanes at the Intersection.

(iii) Developer shall dedicate at no cost to the County or the State of South Carolina right of way from the Property that is reasonably required for the construction and maintenance of the required transportation improvements to the intersection of Calvin Hall Road and Harrisburg Road.

The items set out above shall be Developer's sole obligations with respect to transportation improvements at the Intersection.

(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 SCDOT. Developer's obligation to maintain the landscaping is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization.

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

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

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

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff 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 (DHEC) 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. Reserved.

Section 4.05A. Final Plat Approval. Notwithstanding any other provision of this Agreement, PDD-27 or 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 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. Reserved.

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 the Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement. (A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Chief Zoning Officer for the County finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Chief Zoning Officer for the County shall serve notice in writing, within a reasonable time after 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. Unless otherwise provided in this Agreement, 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 on that date 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 (the "Effective Date"). If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m. on that date that is seventy (70) days after the date on which this Agreement is approved by the Lancaster County Council, 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 ON FOLLOWING PAGES]

Exhibit A
Property Description

Avondale Development

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

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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	July 1, 2017	February 28, 2018
Phased Land Development	March 1, 2018	November 30, 2021
Home Construction Starts	September 1, 2018	December 31, 2024
Year 1 Home Closings – Approx. 146 per year	January 1, 2019	December 31, 2019
Year 2 Home Closings – Approx. 146 per year	January 1, 2020	December 31, 2020
Year 3 Home Closings – Approx. 146 per year	January 1, 2021	December 31, 2021
Year 4 Home Closings – Approx. 146 per year	January 1, 2022	December 31, 2022
Year 5 Home Closings – Approx. 146 per year	January 1, 2023	December 31, 2023

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

NOTE: County and Developer acknowledge that development of the Property is limited to seven hundred and thirty (730) residential units, comprising: Up to 365 single-family detached units, up to 165 multi-family townhomes, and up to 200 multi-family senior residences, as further described in the PDD-27, see Sections 6, 7, 8 and 11, and the Master Plan for PDD-27.

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Exhibit D
Required Information

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

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

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

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

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

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

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* See Section 4.01C and Section 4.04(A)(1)(e). Developer also 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 Sections 1.09(B) and (C), Section 3.05 and Section 5.14.*

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Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2015-1369, zoning the Property Planned Development District.
2. Ordinance No. 2015-1370, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO is filed in the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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Exhibit F
Master Plan