

Section 4.01C. Dedication of Institutional Land. Developer shall ~~dedicate~~offer for dedication and conveyance to the County that approximately four (4) ~~acres of land identified~~acre portion of the Development designated as Village A on the Master Plan, ~~in Village A, as a flex public civic/~~ (the “Institutional Land”) for civic, institutional, ~~park and/or recreation site to be dedicated to the County for the use and enjoyment by the citizens (“Institutional Land”).~~ ~~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.~~ ~~This~~uses. The Institutional Land is intended to be developed by the County or its designee ~~as a public~~for civic/ institutional, ~~park and/or recreation site~~uses and is being provided by Developer ~~in lieu of providing~~as a means of satisfying the commercial development ~~as provided~~requirement set out in Section ~~13.12.1.11.d~~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 the Institutional Land is ultimately accepted and developed by the County or its designee is dependent on the availability of funding to pay for the development of the Institutional Land and that the decision to accept and develop the Institutional Land is a discretionary decision for County Council. If ~~it is determined that~~the County determines to accept the dedication and conveyance of the Institutional Land ~~will be conveyed to the County,~~ then Developer ~~agrees that the property will be conveyed~~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. 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 ~~this Institutional Land~~the Institutional Land. If the County should, in its discretion, decide not to accept the Institutional Land, 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, 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 ~~January 31,~~April 30, 2016, for the County’s reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

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

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

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation (“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. A condition of this Development Agreement is that the Developer must receive approval for the proposed realignment of Calvin Hall Road from the SCDOT. 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. Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the ~~South Carolina Department of Transportation~~ 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.

(ed) 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) Roundabout. The parties expect that the SCDOT will construct a roundabout at the intersection of Calvin Hall Road and Harrisburg Road ("Roundabout"), both of which are state roads that are not considered roads within the Property. County prefers the construction of the Roundabout over adding signalization and left turn lanes at the intersection of Calvin Hall Road and Harrisburg Road and Developer agrees to support the Roundabout in concept before the SCDOT and other governmental bodies. If the Roundabout is approved and built by SCDOT, and if no other intersection improvements are required from the Developer by the SCDOT or pursuant to the TIA prior thereto, then Developer acknowledges that it would avoid incurring the costs of intersection signalization and certain left turn lane construction as contemplated by Sections 4.04(A)(1)(c) and (d) above. If the Roundabout is built, and provided that the realignment of Calvin Hall Road described in Section 4.04(A)(1)(b) is approved as requested by Developer, then Developer and County agree that Developer (i) shall dedicate at no cost to County or the State of South Carolina right-of-way from the Property that is reasonably required for the construction and maintenance of the Roundabout; and (ii) shall contribute the sum of \$175,000.00 which shall be applied to the construction costs of the Roundabout, provided that the amount of this monetary contribution toward the Roundabout shall be reduced by any out-of-pocket amounts Developer is required to pay for any other interim or permanent improvements for the Calvin Hall Road and Harrisburg Road intersection as contemplated by Sections 4.04(A)(1)(c) and (d) above.

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

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

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer 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 the South Carolina Department of Health and Environmental Control (DHEC), or its successor agency, 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 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 when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to

Developer by 5:00 p.m., Friday, ~~April~~July 29, 2016, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Bob Bundy, Chair, County Council

Date: _____

By: _____
Steve Harper, Secretary, County Council

Date: _____

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF LANCASTER)

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, ~~2015~~ 2016.

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

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 <u>September 30, 2016</u>	November <u>February 1, 2015</u>	June 1, 2016
Phased Land Development 2020	July <u>October 1, 2016</u>	February 1, June 30,
Home Construction Starts <u>June 30, 2023</u>	January <u>April 1, 2017</u>	November 1, 2022
Year 1 Home Closings – Approx. 85 per year <u>30, 2018</u>	April 30, <u>July 1, 2017</u>	March 31, <u>June</u>
Year 2 Home Closings – Approx. 85 per year <u>30, 2019</u>	April 30, <u>July 1, 2018</u>	March 1, <u>June</u>
Year 3 Home Closings – Approx. 85 per year <u>30, 2020</u>	April 30, <u>July 1, 2019</u>	March 1, <u>June</u>
Year 4 Home Closings – Approx. 85 per year <u>30, 2021</u>	April 30, <u>July 1, 2020</u>	March 1, <u>June</u>
Year 5 Home Closings – Approx. 85 per year <u>30, 2022</u>	April 30, <u>July 1, 2021</u>	March 1, <u>June</u>

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. ~~See also PDD-27, Section 7(g), for alternative for maximum of 65 single-family detached residences in Village B.~~ Commercial development shall be allowed as an accessory use within the senior residences area, Village B, only.

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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. 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

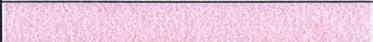
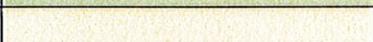
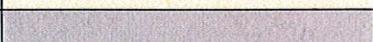
1. Ordinance No. 2015-1369, zoning the Property Planned Development District.
2. Ordinance No. 2015-1370, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance 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

Document comparison by Workshare Compare on Wednesday, November 11, 2015 11:31:37 AM

Input:	
Document 1 ID	interwovenSite://WORKSITE/WSACTIVE/6881330/6
Description	#6881330v6<WSACTIVE> - Sinacori Lancaster Assemblage DA
Document 2 ID	interwovenSite://WORKSITE/WSACTIVE/6881330/9
Description	#6881330v9<WSACTIVE> - Sinacori Lancaster Assemblage DA
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	63
Deletions	48
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	113

DA-015-003 – Ansley Park – This is a stand alone Development Agreement relating to a 2005 rezoning of a parcel known as PDD-21, Ansley Park, Ordinance 650. {Public Hearing} pgs. 86-112

John Weaver

Discussion:

Conclusions:

Action items:

Person responsible:

Deadline:

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

Agenda Item Summary

Ordinance # 2015-1378

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Agenda: October 26, 2015

Committee: I&R (Favorable Recommendation)

JW

Issue for Consideration: Whether or not it is appropriate to consider passage of this Ordinance and the accompanying Development that is associated with PDD-21, Ansley Park.

Points to Consider: This is a stand alone Development Agreement relating to a 2005 rezoning of a parcel known as PDD-21, Ansley Park, Ordinance 650. While the original rezoning encompassed 190+ acres, this portion of PDD-21 encompasses only a portion of that acreage, approximately 147 acres and all will be residential. The original rezoning contemplated up to 550 residential dwelling units, but the present developer has lessened the density on its 147 acres and has an expectation of a maximum of not more than 320 houses. Six Mile Creek runs through the original 190 acres and by an earlier decision of the Planning Commission, he proposed bridge crossing the creek was removed from the earlier master plan because of environmental issues. The developer has presented to the Planning Staff a new master plan that will be considered by the Planning Commission with a recommendation being made by that body prior to Council's final consideration and passage of this ordinance, as permitted by SC statutory law.

Funding and Liability Factors: The developer by agreement following negotiations with the County Attorney has pledged \$1,000 per house for Public Safety needs and an additional \$500 per house for the Lancaster County School District. The developer is to be commended for its willingness to support future growth in Lancaster County inasmuch as the prior contribution in 2005 was only \$600 per house.

Council Options: Approval or rejection (denial) of the Ordinance.

Recommendation: Approval.

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1378

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN FORESTAR (USA) REAL ESTATE GROUP INC. AND THE COUNTY OF LANCASTER RELATING TO A PORTION OF THE ANSLEY PARK (PDD-21) DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County is authorized by 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 by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

(b) Forestar (USA) Real Estate Group Inc. seeks to enter into a development agreement with Lancaster County relating to a portion of the Ansley Park (PDD-21) development; and

(c) the Act and Ordinance require a development agreement to be approved by the county governing body by the adoption of an ordinance.

Section 2. Approval of Agreement; Authorization to Act.

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a Development Agreement between Forestar (USA) Real Estate Group Inc. and the County of Lancaster relating to a portion of the Ansley Park (PDD-21) development (the "Development Agreement") in the name and on behalf of the County of Lancaster. The form of the Development Agreement is attached hereto as Exhibit A and all terms, provisions and conditions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, the Lancaster County Council

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

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

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this ___ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:	November 17, 2015	Tentative
First Reading:	October 26, 2015	Passed 7-0
Second Reading:	November 9, 2015	Tentative
Council Public Hearing:	November 23, 2015	Tentative
Third Reading:	November 23, 2015	Tentative

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Exhibit A to Ordinance No. 2015-1378

**Development Agreement
Between
Forestar (USA) Real Estate Group Inc. and the County of Lancaster
A Portion of the Ansley Park (PDD-21) Development**

See attached.

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

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

ARTICLE I

GENERAL

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

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

- (1) “Act” means the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended.
- (2) “Agreement” means this Development Agreement.
- (2A) “Agreement Date” means the date of this Agreement as set forth above.
- (3) “County” means the County of Lancaster, a body politic and corporate, a political subdivision of the State of South Carolina.
- (4) “County Council” means the governing body of the County.
- (5) “Developer” means Forestar (USA) Real Estate Group Inc., a Delaware corporation, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.
- (6) “Development Rights” means the right of the Developer to develop all or part of the Property in accordance with this Agreement.
- (7) Reserved.
- (8) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of real property as set forth on Exhibit E hereto.
- (9) “Ordinance No. 663” means Ordinance No. 663 of the County which is cited as the Development Agreement Ordinance for Lancaster County, South Carolina.
- (10) “Ordinance No. 650” means Ordinance No. 650, PDD-21, Ansley Park Planned Development District-21 approved January 31, 2005, as amended by Ordinance No. 796 dated January 29, 2007, zoning the Property planned development district (PDD-21).

(11) “Ordinance No. 2015-1378” means Ordinance No. 2015-1378 of the County approving this Agreement.

(12) “Parties” means County and Developer.

(12A) “PDD-21” means Ordinance No. 650.

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

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

(15) “UDO” means Ordinance No. 309, as amended, as of January 31, 2005, and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of January 31, 2005, 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 a portion of the Ansley Park development.

Section 1.05. Zoning. The Property is zoned planned development district (PDD-21) pursuant to Ordinance No. 650.

Section 1.06. Permitted Uses. (A) PDD-21 and the UDO provide 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-21 and 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. 2015-1378 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. 2015-1378 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 fifty seven (157) or more acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 650, 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 Ordinance No. 650 and the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling, (2) To the extent that Ordinance No. 650 may contain zoning and development standards which conflict with zoning and development standards contained in the UDO, the standards contained in Ordinance No. 650 supersede all other standards and Ordinance No. 650 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 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as Sections 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act.

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

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

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

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

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

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

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

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

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

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity's officers and owners. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

Section 3.06. Lot Widths; Bridges. County and Developer acknowledge, agree and ratify two minor changes to the Ansley Park Master Plan made pursuant to and in accordance with the provisions of Ordinance No. 650: (1) two lots widths; and (2) the removal of a bridge crossing Six Mile Creek.

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. Funds for Public Safety. Developer agrees to pay County THREE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$310,000.00) upon the earlier of either June 30, 2017, or the closing on the sale of any portion of the Ansley Park development by the Developer to an individual or entity other than a Forestar Related Entity (the “Public Safety Payment”). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council. As used in this section, “Developer” means Forestar (USA) Real Estate Group Inc., a Delaware corporation, and does not include its successors or assigns but does include a Forestar Related Entity that holds title to the Property.

Section 4.01B. School Payments. Developer agrees to pay to the County for the benefit of the Lancaster County School District ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$155,000.00) upon the earlier of either June 30, 2017 or the closing on the sale of any portion of the Ansley Park development to an individual or entity other than a Forestar Related Entity (the “School Payment”). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, “Developer” means Forestar (USA) Real Estate Group Inc., a Delaware corporation, and does not include its successors or assigns but does include a Forestar Related Entity that holds title to the Property.

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

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

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

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

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

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

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

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

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

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

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer agrees to provide County prior to final plat approval documentation that a mechanism, such as a property owners' association, is in place for the perpetual maintenance of all roads within the Property. Developer acknowledges and agrees that the provisions of Section 26-27(B)(3)(a) and (b) of the Lancaster County Code, as amended by Ordinance No. 2014-1299, apply to 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 or its successor agency. All storm water systems and improvements will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

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

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

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

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

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

Section 4.05. Maximum Density. Notwithstanding the maximum density set forth in the UDO, the maximum density for residential use for the Property is as set forth in Ordinance No. 650, PDD-21.

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

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: Forestar (USA) Real Estate Group Inc.
3330 Cumberland Blvd., Suite 275
Atlanta, GA 30339
Attn: Larry Long and Brian Blythe

Bayard Development, LLC
11220 Elm Lane, 205B
Charlotte, NC 28277
Attn: Timothy F. Coey

With Copy to: Nexsen Pruet, PLLC
Attn: Joseph D. McCullough
227 W. Trade Street, Suite 1550
Charlotte, North Carolina 28202

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

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., February 15, 2016, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

FORESTAR (USA) REAL ESTATE GROUP INC.,
a _____ corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2015.

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

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

Exhibit A
Property Description

Ansley Park Development

Tax Parcel No. 0010-00008.00

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	January, 2016	July, 2016
Phased Land Development	August, 2016	August, 2021
Home Construction Starts	April, 2017	August, 2020
Year 1 Home Closings – Approx. 62 per year	August, 2017	August, 2018
Year 2 Home Closings – Approx. 62 per year	August, 2018	August, 2019
Year 3 Home Closings – Approx. 62 per year	August, 2019	August, 2020
Year 4 Home Closings – Approx. 62 per year	August, 2020	August, 2021
Year 5 Home Closings – Approx. 62 per year	August, 2021	August, 2022

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

NOTE: County and Developer acknowledge that development of the Property is limited to three hundred ten (310) residential units.

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Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. As of the Agreement Date, the legal owner of the Property is Jacqueline S. White, Trustee, Milbern Charles White Family Trust under agreement dated June 15, 2009.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 650, as amended, zoning the Property planned development district (PDD-21).
2. Ordinance No. 2015-1378, 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 January 31, 2005. The UDO includes Ordinance No. 328, as amended, as of January 31, 2005 and which is cited as the Land Development Regulations of Lancaster County, as amended as of January 31, 2005.
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, as of the Agreement Date, including, but not limited to, Section 26-27(B)(3)(a) and (b) of the Lancaster County Code of Ordinances, as amended by Ordinance No. 2014-1299.

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RZ-015-016 – Rezoning application of Lina Hovey to rezone a ± 1 acre portion of a ± 9.64 acres from R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/Manufactured Housing/Agricultural District. The applicant wishes to place a double wide manufactured home on the property.
{Public Hearing} pgs. 113-135

Andy Rowe

Discussion:

Conclusions:

Action items:

Person responsible:

Deadline:

Action items:	Person responsible:	Deadline:

PLANNING STAFF REPORT : RZ-015-016

I. Facts

A. General Information

Proposal: Rezoning application of Lina Hovey to rezone a ± 1 acre portion of a ± 9.64 acres from R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/ Manufactured Housing/Agricultural District. The applicant wishes to place a double wide manufactured home on the property.

Property Location: The property is located at 1628 John Truesdale Road, Lancaster County, South Carolina.

Legal Description: A portion of Tax Map 60, Parcel 92.

Zoning Classification: Current: R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/Manufactured Housing/Agricultural District.

Voting District: District 3- Bob Bundy

B. Site Information

Site Description: A house currently occupies the site and two large barns to the south of the property, and the northern section of the property is vacant.

C. Vicinity Data

Surrounding Conditions: The majority of the surrounding properties are zoned R-30, Low Density Residential/Agricultural District. There is one adjacent parcel to the north of the property zoned R-30S, which allows for single-wide mobile homes. An additional parcel located ± 500 feet to the east is zoned R-30D which allows for double-wide manufactured homes. In addition, there are several mobile homes that are located along John Truesdale Road.

Exhibits

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

II. Findings

Code Considerations:

The **R-30, Low Density Residential/Agricultural District**, is designed to accommodate single-family residential developments (not including manufactured housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet if a septic system is used or 100 feet if on central water and sewer.

The **R-30D, Low Density Residential/Manufactured Housing/Agricultural District**, contains the same regulations contained in the R-30 district except for the following:

- a. Only multi-wide manufactured housing units in addition to site-built and modular homes are allowed in this district based on certain siting criteria (see Section 4.1.12).
- b. This zoning district classification should be used when designating new areas for allowing manufactured housing.

III. Conclusions:

The facts and findings of this report show that the property is designated as R-30, Low Density Residential/Agricultural District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as rural living based on the *Lancaster County Comprehensive Plan 2014-2024*. The Future Land Use Map does not distinguish between site built homes and manufactured homes. The proposed zoning map amendment would create a small 1 acre portion of a R-30D zoning classification at this location. The adjacent property to the north is zoned R-30S which allows for single-wide manufactured homes. One parcel ± 500 feet to the east is zoned R-30D which allows for double-wide manufactured homes. In addition, there are over 8 manufactured homes located on John Truesdale Road. By rezoning the property to R-30D, it will be consistent with the surrounding area. The applicant will be required to provide a survey identifying the proposed 1 acre tract if County Council approves the rezoning request. The County will need the survey platted and recorded before 3rd reading.

IV. Recommendation:

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

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# <u>RZ-015-016</u>	Date <u>10-6-15</u> Paid <input checked="" type="checkbox"/>

1. The application is for amendment to the: (check one)
 District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
 Ordinance Text (fill in items # 8 & 9 only)

2. Give either exact address or tax map reference to property for which a district boundary change is requested: 1628 John Travesdale Rd., Lancaster, SC 29720 60-92

- Portion of 1 ACRE only

3. How is this property presently designated on the map? R-30

4. How is the property presently being used? RESIDENTIAL

5. What new designation or map change do you propose for this property? proposing R-30-D

6. What new use do you propose for the property? plan to subdivide to place a DOUBLE WISE ON NEW PARCEL that is created.

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

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

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

9. Explanation of and reasons for proposed change: _____

(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)

Lina A. Hovey

ADDRESS:

1628 John Travesdale Rd.
Lancaster, SC 29720

Lina A. Hovey

SIGNATURE

Phone:



Exhibit 1

NOTICE OF ENTRY UPON LAND

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

This notice is dated Oct. 6, 2015 and serves as written notice to the owner of record of the following property: LAVERNO & LINA HOVEY (the "Property") that the employees of the Lancaster County Planning Department and the members of the Lancaster County Planning Commission may enter upon the Property at any time after ten days from the date of this notice for the purpose of making examinations, surveys and to perform their respective official duties, without consent or further notice to the owner of record.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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

Lina A. Hovey
Signature

Lina A. Hovey
Printed Name

10/6/15
Date

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

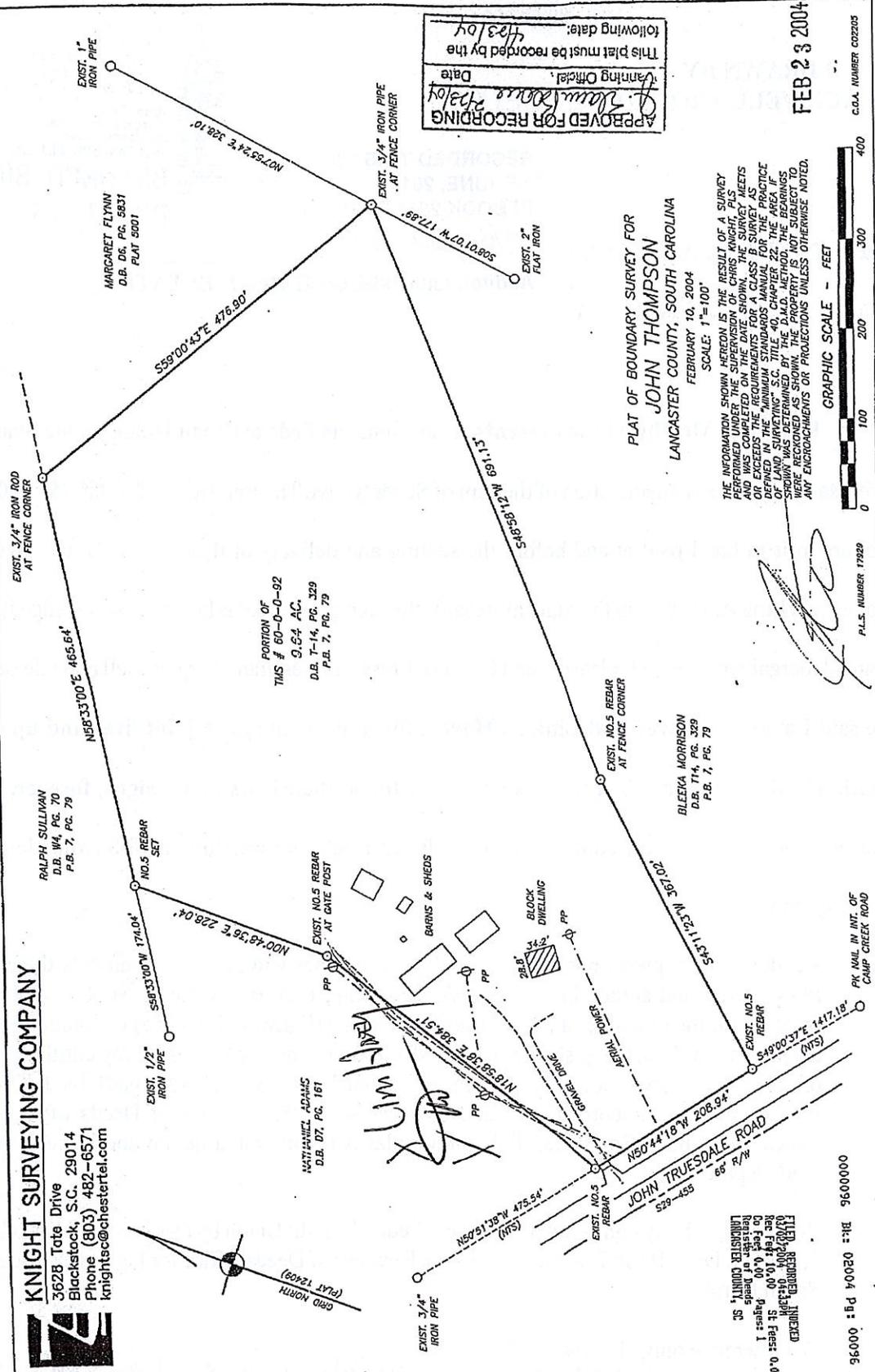
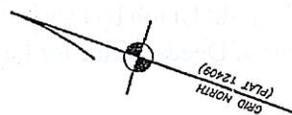
Planning Director or Authorized Person Signature

Planning Director or Authorized Person Printed Name

Date

KNIGHT SURVEYING COMPANY

362B Tate Drive
 Blackstock, S.C. 29014
 Phone (803) 482-6571
 knights@chesterrel.com



APPROVED FOR RECORDING
 Planning Official: *[Signature]*
 Date: 4/23/04
 This plat must be recorded by the following date: 4/23/04

PLAT OF BOUNDARY SURVEY FOR
JOHN THOMPSON
 LANCASTER COUNTY, SOUTH CAROLINA
 FEBRUARY 10, 2004
 SCALE: 1"=100'

THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY MADE UNDER THE SUPERVISION OF CHRIS KNIGHT, PLS AND WAS COMPLETED ON THE DATE SHOWN. THE SURVEY MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS DEFINED IN THE "MINIMUM STANDARDS AND PROCEDURES FOR SURVEYING" AS SET FORTH IN CHAPTER 22 OF THE AREA OF PRACTICE ORIGINALLY DETERMINED BY THE P.L.D. METHOD. THE BEARINGS WERE RECKONED AS SHOWN. THE PROPERTY IS NOT SUBJECT TO ANY ENCROACHMENTS OR PROJECTIONS UNLESS OTHERWISE NOTED.

FEB 23 2004



C.O.A. NUMBER C02025

P.L.S. NUMBER 17529

FILED, RECORDED, INDEXED
 02/23/04 04:43PM St. Fees: 0.00
 Do Fees: 0.00 Pages: 1
 Registered on: 02/23/04
 LANCASTER COUNTY, SC

00000096 BLS: 02004 PG: 00096

Exhibit 1

Exhibit 1

LANCASTER COUNTY ASSESSOR
Tax Map:
0060 00 092 00

2014007570



DEED \$10.00
RECORDING FEES \$195.00
STATE TAX
COUNTY TAX \$82.50

PRESENTED & RECORDED:

06-16-2014 03:43 PM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY

BK: DEED 802

PG: 71-73

DEED DRAWN BY
BLACKWELL TRIMNAL MYERS, LLC

RECORDED THIS 18th DAY
OF JUNE, 2014
IN BOOK 2014 PAGE F-1

Cheryl Morgan

State of SOUTH CAROLINA)
)
County of LANCASTER)

Auditor, Lancaster County, REAL ESTATE

Know All Men by These Presents, That Founders Federal Credit Union, in the State aforesaid, for and in consideration of the sum of Seventy Five Thousand and no/100ths (\$75,000.00) Dollars to it in hand paid at and before the sealing and delivery of these Presents, by Lavern S. Hovey and Lina A. Hovey, in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained sold and released, and by these Presents does grant, bargain, sell and release unto the said Lavern S. Hovey and Lina A. Hovey, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel or tract of land together with the improvements thereon, lying, being and situate in Gills Creek Township, Lancaster County, South Carolina, fronting on the east side of John Truesdale Road, (Highway S-29-455) containing 9.64 acres, more or less, being shown described and designated on plat of survey entitled 'Plat of Boundary Survey for John Thompson' dated February 10, 2004 made by J. Chris Knight, PLS and recorded as Plat No. 2004-96 in the Register of Deeds office for Lancaster County, South Carolina, which plat is incorporated herein and by reference made a part hereof.

Being the property conveyed to Founders Federal Credit Union by Deed recorded October 4, 2013 in Deed Book 758 Page 306 in the Register of Deeds Office for Lancaster County, South Carolina.

For reference only: TAM# 60/92.00

Grantee address: 1628 John Truesdale Road, Lancaster SC
29720

Exhibit 1

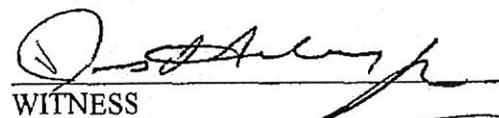
TOGETHER with all and singular, the Rights, Members, Hereditaments, Appurtenances and Improvements to the said Premises belonging, or in anywise incident or appertaining.

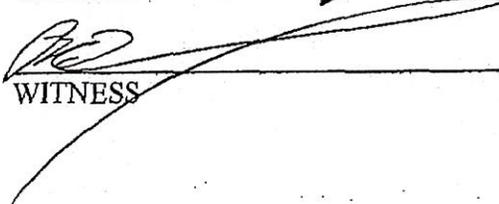
TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said Lavern S. Hovey and Lina A. Hovey, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

The Warranties passing to Grantees hereunder are limited solely to those matters arising from acts of the Grantor, its agents or representatives, occurring solely during the period of Grantor's ownership of the subject real estate.

IN WITNESS WHEREOF, Founders Federal Credit Union have caused these presents to be executed in its name this 13 day of June, 2014, and in the Two Hundred Thirty eighth year of the sovereignty and independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS


WITNESS

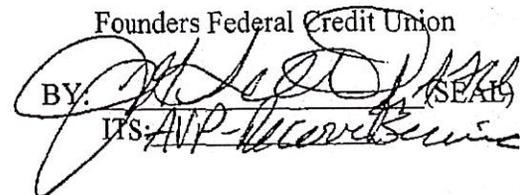
Founders Federal Credit Union
BY:  (SEAL)
ITS: AVP - Lavern S. Hovey

Exhibit 2

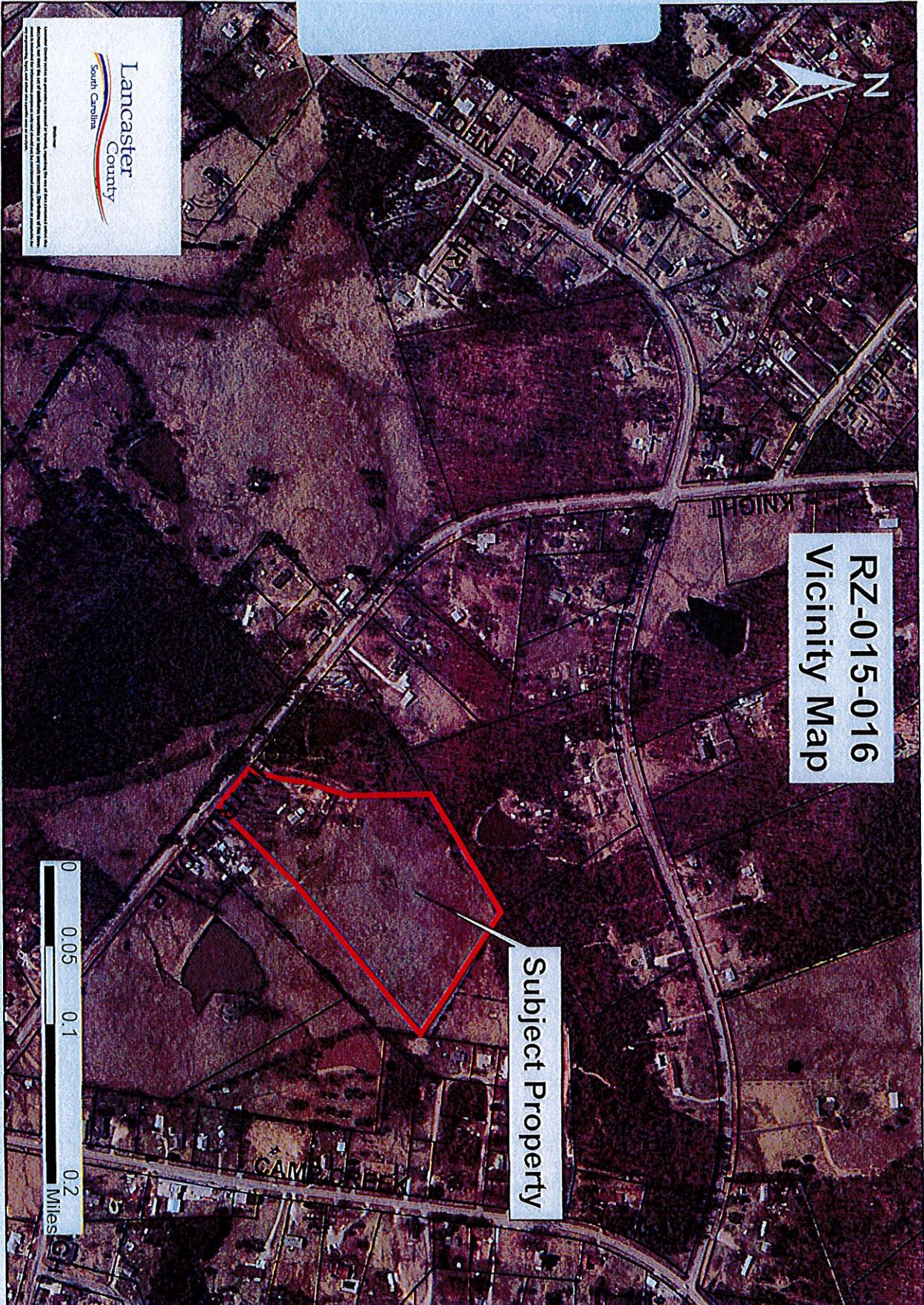


Exhibit 3

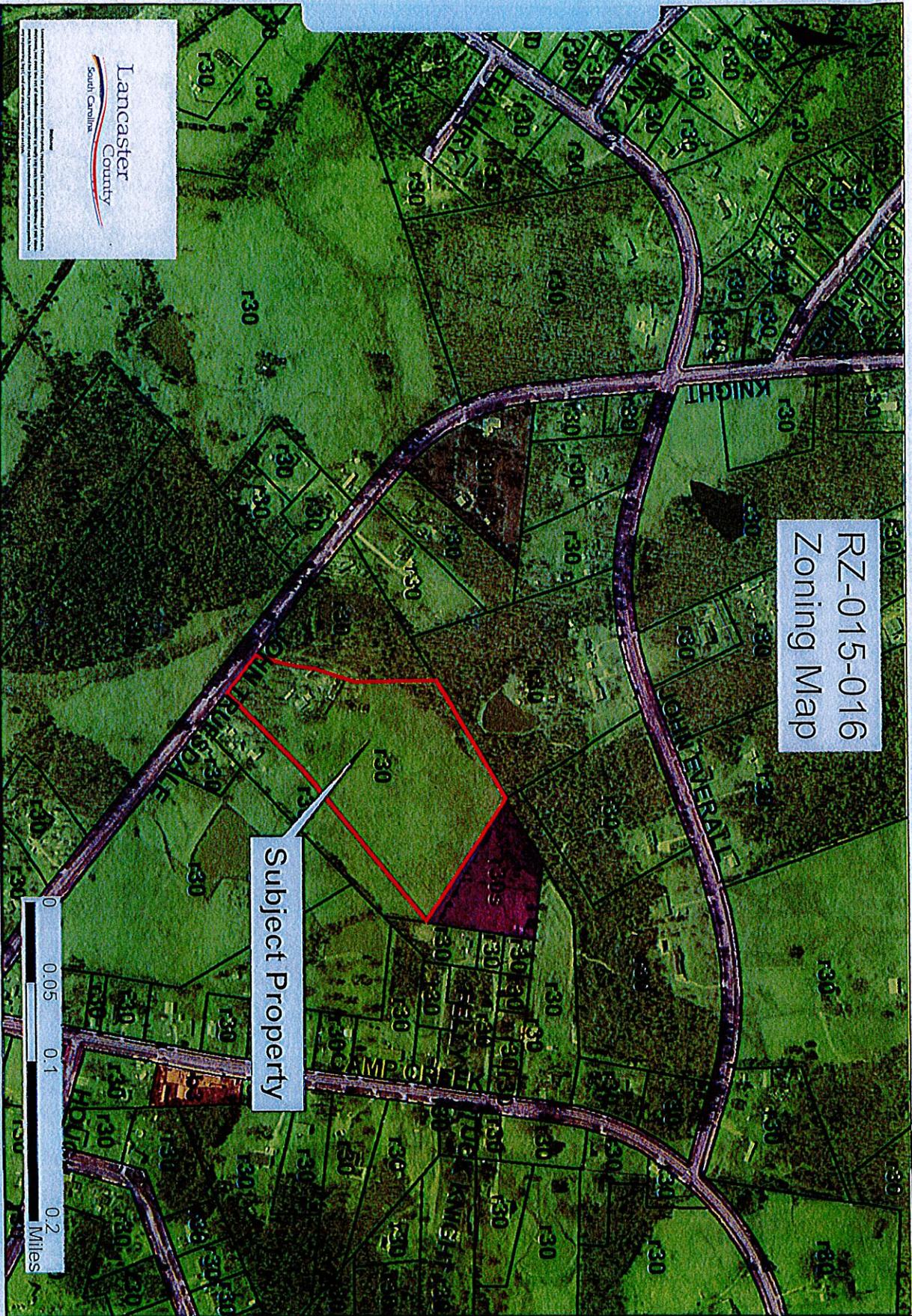
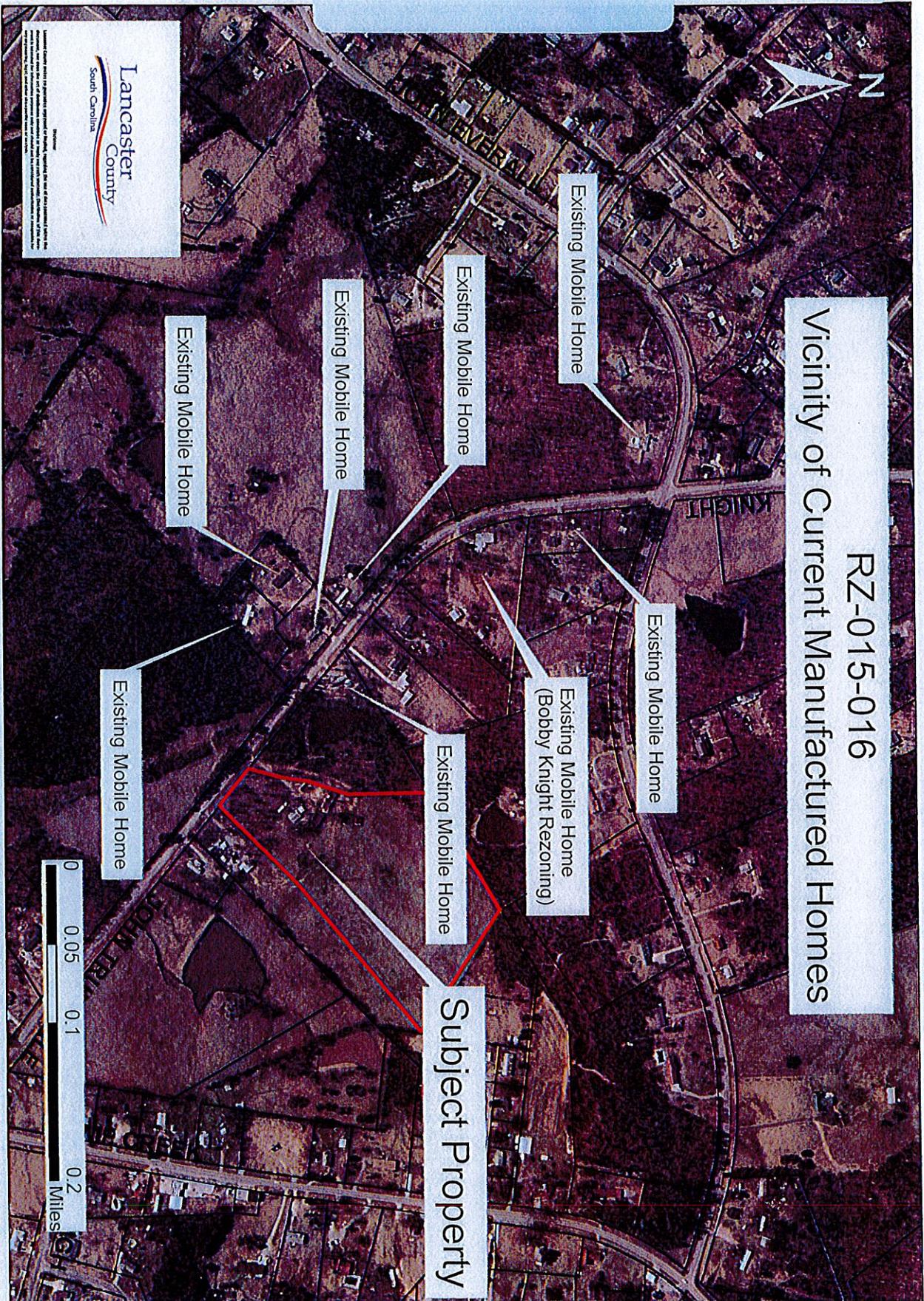


Exhibit 4



Indexed By Parcel ID Card #

Mod Del Save Cancel

Parcel ID: 0060-00-092.00

Card: 1/1

Account: 5457
 Sticker #:
 Location: 1628 JOHN TRUESDALE RD Lancaster
 Ent. Parcel Area: 9.64 - AC
 District: 01 - County

Land Use: QR - QualRes
 Neigh: 04 - 04
 Owner #1: HOVEY, LAWERN S
 Own Type:

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	9.640	9.640	
Full Market Value:	90,300	90,300	

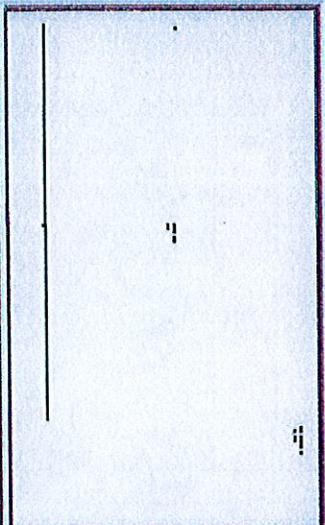
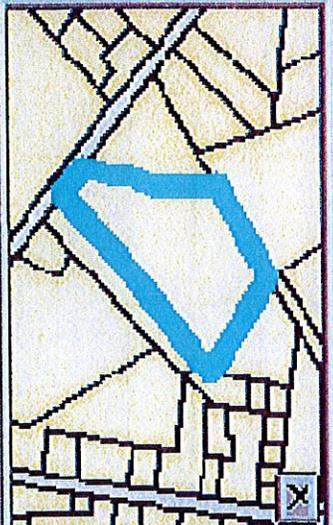
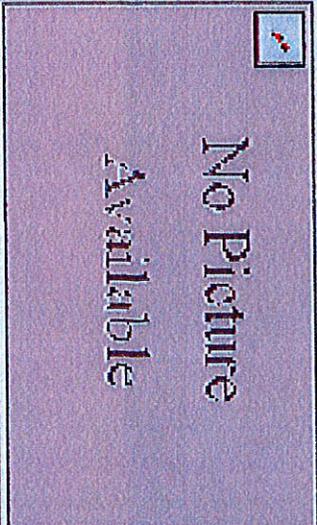
Building Value:	29,500	29,500	
Yard Items:	2,600	2,600	
Land Value:	58,200	58,200	
Total Value:	90,300	90,300	
Assessed Value:	4,172	4,172	
Capped Total:	90,300	90,300	Reval / Market 02

Sales Information

Grantor: FOUNDERS FEDERAL CREDIT
 Sale Price: 75,000
 Sale Date: 6/13/2014
 Legal Ref: 802-71

Narrative Description

This parcel contains 9.64 AC of land mainly classified as QualRes with a Sing Fam Dw Building built about 1962, having primarily Brick Exterior and 952 Square Feet, with 0 Unit, 1 Bath, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.



Office Notes Notes

Open 10/26/2015 10:33 AM

5457 Quicklist

Exhibit 6

Record Navigate Process Utilities Tools Options Help Status Database

Indexed By Parcel ID Card #

Mod Del Save Cancel

IID: 0060-00-092.00 Card 1 of 1 Location: 1628 JOHN TRUESDALE RD L. Cost - \$90,300

Current Owner | Prior Owner | ID/Factors/Taxes

Title	Last Name	First Name	Res ex	% Own	Type
#1:	HOVEY	LAVERN S	<input type="checkbox"/>		
#2:	HOVEY	LINA A	<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1: 1628 JOHN TRUESDALE RD Home Phone:
 Street #2: Call Phone:
 City/Town: LANCASTER Work Phone:
 Province/State: SC Postal: 29720-0000 Email:

Country: Account Type:
 D.O.B.: MM/DD/YYYY Legal Reference: 802-71
 Owner Occupied: Sale Date: 5/13/2014 Owner Lookup Number: 77033

Separate Bill
 Valid Owner
 Private Info

Open 10/26/2015 10:33 AM 5457 QuickList

Exhibit 7

Section 2.1.1 - Residential districts established.

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

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

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

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

The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local resident. Such uses shall only be allowed on lots located at the intersection of two roads. One of the roads shall be part of the state highway system. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are specified in the Table of Permissible Uses. All commercial buildings in this district are limited to 6,000 (gross) square feet except for buildings constructed or used for a "Retail Store - Food" which are allowed to be 12,000 (gross) square feet.

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

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

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

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

housing types near or in direct relationship to single-family detached housing. The maximum density permitted in this district for single-family developments (including duplexes) is three (3) dwelling units per acre (see Section 4.1.20) and for multiple-family development is eight (8) dwelling units per acre. (See Chapter 17 for recreational facilities and open space requirements.)

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

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

Exhibit 7

Section 4.1.12 - Manufactured homes.

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

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

3. Permit administration.

- a. It shall be unlawful for any person to place a manufactured home on a lot without filing an application with the building and zoning department and obtaining the necessary permit. Each application for a permit shall be made on a form required by the building and zoning department. Part of this process includes a site inspection and a verification of the assigned 911 address. Such a permit shall be valid for six months from the day it is issued.
- b. The building and zoning department shall make every reasonable effort to assist an applicant in completing the application forms; however, the applicant for such a permit is fully responsible for supplying and entering complete and accurate information on the application forms. If the application is deemed incomplete, inaccurate, or nonconforming to the provisions of this or other pertinent ordinances, the building and zoning department may reject such application in writing and indicate what action the applicant must take to comply with these regulations.
- c. Upon approval of a manufactured home permit involving placement, the building and zoning department shall issue a placement decal or card which shall be permanently affixed to the manufactured home by the owner. Upon approval of a manufactured home involving movement within or from Lancaster County, the building and zoning department shall issue a moving permit which shall be conspicuously displayed on the rear of the manufactured home while it is being moved.

4. Permit fees.

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

5. Requirements.

- a. Such structures shall be occupied as residences unless otherwise specified by this ordinance.
- b. One (1) manufactured home and one (1) single-family detached home shall be allowed to occupy the same lot provided one (1) of the homes shall be owner occupied and each home shall have separate and independent utility (i.e., electric, gas, water, sewer) facilities situated on a minimum lot size of 1.5 acres (65,340 square feet). One of the two (2) units shall be maintained as an owner occupied unit and only one (1) of these two (2) structures shall be a manufactured home. At no time shall both units become rental units.
- c.

- The manufactured home shall not be located within the required yard space of the single-family dwelling and at least 20 feet from the other dwelling or manufactured home.
- d. All tires and rims shall be removed from the manufactured home. The only exception to this requirement shall be for a manufactured home which is used for a temporary dependent care residence, or for a temporary emergency, construction or repair structure. To receive this exemption, the conditions for either a temporary dependent care residence or a temporary emergency, construction, or repair structure shall be met prior to any permits being issued.
 - e. Manufactured homes shall be supported, properly tied down and underpinned as specified by the *Uniform Standards Code for Manufactured Housing and Regulations (SC Code Ann. Section 40-29-10 et seq., at amended)* and (23 SC Code Ann. Regs. 19-425 et seq.).
The manufactured home shall be completely underpinned at the time the last inspection is conducted and prior to the final power permit being issued. If this is not complete, the certificate of completion shall not be issued by the building and zoning department.

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

Exception to the above is:

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

modular homes for temporary use shall meet the requirements of such use as per the standard applicable codes or ordinances.

- b. Provided the use or location does not violate provisions of this ordinance and the owner or lessee obtains a "certificate of occupancy" signed by the building and zoning department, a modular unit, intended and used as an office or other relevant approved use, may be used for said purposes and must be registered with Lancaster County and meet all applicable standard codes for use. Said use shall meet all applicable standard codes for occupancy.
 - c. A modular unit may be used as a classroom by a school or religious institution, provided it is registered with Lancaster County and meets all applicable requirements of the standard codes and ordinances of the county.
7. Moving permits required.
- a. Moving permits shall be filed on forms provided by the building and zoning department. The moving permit shall be issued when all taxes due on the manufactured home have been paid. The permit shall be valid for 15 days with an extension approved by the building and zoning department for just cause; however, any such extension shall not exceed 15 days.
 - b. The manufactured home moving permit shall accompany the manufactured home while it is being moved. The permit shall be displayed on the rear of the manufactured home in a conspicuous place. It shall be the duty of the transporter that the requested moving permit is properly displayed and accompanies the manufactured home while in transport.
 - c. A manufactured home dealer or other agency repossessing a manufactured home under a security agreement, or upon receipt of a legal repossession document from the principal of the security agreement, may move a manufactured home from where it is located and relocate it to a secure location within Lancaster County until a moving permit can be obtained, not to exceed 15 days. Under no circumstances shall the manufactured home leave the boundaries of the county until all taxes and other county liens are satisfied and a moving permit is issued.
 - d. When a dealer moves a manufactured home for rental purposes.
8. Permits not required.
- a. A manufactured home dealer brings a Class A or Class B manufactured home into Lancaster County for resale purposes. No Class C manufactured homes shall be allowed to be moved into and located in the county.
 - b. A manufactured home dealer delivers a manufactured home that is sold from the sales lot.

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

Exhibit 7

Exhibit 8

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

USES PERMITTED:

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

CONDITIONAL USES:

1. Double-Wide
2. Manufactured Home Subdivision
3. Primary Residence and Manufactured Home (provided one unit is owner occupied)
4. Temporary Dependent Care Residences
5. Temporary emergency, construction, and repair residence
6. Home Occupation
7. Bed and Breakfast
8. Commercial
9. Gasoline Service Station
10. Convenience Store with Fuel
11. Convenience Store without Fuel
12. Private or Commercial Horse Stables
13. Recycling Facilities, Convenience Centers and Resource Recovery Facilities
14. Wireless Communication Towers (i.e. Cellular Communications)

USES REQUIRING REVIEW BY THE PC:

1. Elementary or Secondary School
2. College, University or Professional School
3. Library
4. Police Station

Exhibit 8

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

5. **Fire Station**
6. **Ambulance Service/Rescue Squad**
7. **United States Postal Service Facility**
8. **Electricity, Water, Sewer, and Petroleum Distribution/Collection Facilities and Services**

RZ-015-017 – Rezoning application of John Mathis to rezone a 1 acre portion of a ± 15.987 acre tract from R-30, Low Density Residential/Agricultural District, to R-30S, Low Density Residential/Manufactured Housing/Agricultural District. The applicant wishes to relocate a manufactured home to the property. {Public Hearing} pgs. 136-160

Andy Rowe

Discussion:

Conclusions:

Action items:

Person responsible:

Deadline:

PLANNING STAFF REPORT : RZ-015-017

I. Facts

A. General Information

Proposal: Rezoning application of John Mathis to rezone a 1 acre portion of a ± 15.987 acre tract from R-30, Low Density Residential/Agricultural District, to R-30S, Low Density Residential/ Manufactured Housing/Agricultural District. The applicant wishes to relocate a manufactured home to the property.

Property Location: The property is located at 2670 Flat Creek Road, Lancaster County, South Carolina.

Legal Description: A portion of Tax Map 80, Parcel 88.

Zoning Classification: Current: R-30, Low Density Residential/Agricultural District, to R-30S, Low Density Residential/Manufactured Housing/Agricultural District.

***Voting District:* District 5- Steve Harper**

B. Site Information

Site Description: Several buildings currently occupy the site. The property also contains two ponds.

C. Vicinity Data

Surrounding Conditions: The parcel is surrounded by properties zoned R-30, Low Density Residential/Agricultural District. There are three parcels ± 700 feet to the south of the property zoned R-30S, which allows for single-wide manufactured homes. In addition, there are several mobile homes that are located along Flat Creek Road, two of which are located less than ± 500 feet from the subject property. There also is a mobile home located across the street from the subject property.

Exhibits

1. Rezoning Application
2. Notarized letters in favor of rezoning
3. Location Map
4. Map of Current Manufactured Homes
5. Zoning Map
6. Future Land Use Map
7. Tax Inquiry Sheet
8. UDO – Section: 2.1.1 Residential Districts Established and Section 4.1.12
Manufactured Homes
9. Table of Uses

II. Findings

Code Considerations:

The **R-30, Low Density Residential/Agricultural District**, is designed to accommodate single-family residential developments (not including manufactured housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet if a septic system is used or 100 feet if on central water and sewer.

The **R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District**, contains the same regulations as the R-15 district except for the following:

- a. Both single-wide and multi-wide manufactured housing units are allowed based on siting criteria (see section 4.1.12) in addition to site-built and modular homes.
- b. This zoning district classification should be used to designate existing and future manufactured home subdivisions which do not/are not intended to consist of at least 50 percent multi-wide manufactured housing units.
- c. This zoning district classification is appropriate adjacent to manufactured housing parks.

III. Conclusions:

The facts and findings of this report show that the property is designated as R-30, Low Density Residential/Agricultural District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as transitional based on the *Lancaster County Comprehensive Plan 2014-2024*. Transitional by definition according to the *Lancaster County Comprehensive Plan 2014-2024* is identified as “suburban single-family/multi-family residential and commercial”. The Future Land Use Map does not distinguish between site built homes and manufactured homes. The proposed zoning map amendment would create a small 1 acre portion of an R-30S zoning classification at this location. Thus, the concept of “spot zoning” should be addressed. The South Carolina Supreme Court has defined spot zoning as the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area.

However, this property is labeled as a transitional area based on the comprehensive plan and contains several mobile homes in the vicinity of the property. In addition, there are 3 parcels ± 700 feet south zoned R-30S which allows manufactured homes. The applicant will be placing the relocated mobile home beyond a substantial tree line and the mobile home will be hidden from the road and the majority of surrounding properties. Unfortunately this property is surrounded by the R-30 zoning classification and there are no adjacent properties zoned to allow manufactured housing. The applicant will be required to provide a survey identifying the proposed 1 acre tract if County Council approves the rezoning request. The County will need the survey platted and recorded before 3rd reading.

Recommendation:

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

Lancaster County
South Carolina

APPLICATION TO AMEND THE ZONING MAP OF THE
LANCASTER COUNTY FOR A PLANNED DEVELOPMENT DISTRICT

RZ-015-017
Fee Paid: ✓
Date:
10-20-15

1. The following items must be submitted with this application.
 - a.) Master Plan Map.
 - b.) Detailed text which will govern the development of the site.
2. Give either exact address or tax map reference to property for which a district boundary change is requested: 0080-00-088.00 - a one acre portion
3. How is this property presently designated on the map? Resid. R30
4. How is the property presently being used? Res Agr.
5. What new designation or map change do you purpose for this property? R30b
6. What new use do you propose for the property? SWIMM

EXPLAIN UNDER ITEM #8 WHY THIS AREA SHOULD BE REDESIGNATED OR CHANGED.

7. Does the applicant own the property proposed for this change? YES NO If no, give the name and address of the property owner and attach written authorization to file this application: Christine Adams
2670 Flat Creek Rd. Lancaster, SC 29720
8. Explanation of and reasons for proposed change: To Relocate manufactured home from rental location to new owned location.
(If additional space is needed, please us a separate sheet of paper and attach it to the application).
9. The number of square feet in the lot where the development is to take place. 1.0 acre
10. The gross floor area of all existing or proposed buildings located on the lot where the development is to take place.
11. As additional data, the master plan shall contain a table which shows, for each section or area of different uses, the proposed use, the approximate phasing, the maximum density and approximate number of dwelling units for residential areas, square feet of floor space for commercial or industrial areas, approximate acreage of each use, including streets, recreational areas, and other public and/or private reservations, and approximate number of off-street parking/loading spaces.
12. If the applicant proposes to construct the development in phases, such phases shall be identified on the master plan and the application shall include a proposed construction schedule.

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)
JOHN MATHEWS

ADDRESS:
1843 210N RD1
LANCASTER SC 29720

John Mathews
SIGNATURE

Phone: 803-804-2149

Exhibit 1

Together with right of way for drive along western boundary of 2 acre tract fronting on S.C. Highway 903 in the name of Wendell Baker as shown on plat aforesaid.

ALSO: All that piece, parcel or lot of land lying, being and situate in Gills Creek Township, Lancaster County, South Carolina, located about three (3) miles East of the City of Lancaster, near Antioch, on the South side of Highway No. 903, fronting North on said Highway No. 903 for a distance of 225 feet and being shown and described on Plat of Survey entitled 'Lot of Henry W. and Sherrill Jean Baker' made by Paul Clark, on January 24, 1966, and recorded in the Office of the Clerk of Court for Lancaster County in Plat Book 16 at Page 232.

ALSO: All that certain piece, parcel or tract of land, together with any and all improvements thereon, lying, being and situate in Buford Township, Lancaster County, South Carolina, and lying on the South side of S. C. Highway No. 903, containing five (5) acres, more or less, and being bounded, now or formerly, as follows: North by other lands of Henry W. and Sherrell Jean Baker; South by lands of Windell Baker, et al; Southwest by lands of Parker; and on the West and Northwest by lands of Hegler. Being shown and designated as Parcel No. 88 on Map No. 80 as found in the Office of the Lancaster County Tax Assessor.

Being property conveyed to Grantors herein by deeds dated November 21, 1989, November 26, 1985 and April 28, 1978 and recorded in the Office of the Register of Deeds for Lancaster County in Deed Book U-8, at Page 180, Deed Book F-6, at Page 3119 and Deed Book C-6, at Page 6312.

Grantee's Address: 2670 Flat Creek Road, Lancaster, SC 29720

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

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said Grantee and Grantee's Heirs, Successors and Assigns forever, **subject to a Joint Life Estate reserved for the duration of Grantors' natural lives.**

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

WITNESS the Grantor's Hand and Seal this 15th day of June, 2011,
and in the two hundred thirty fifth year of the Sovereignty and Independence of the United
States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

Clarence E. Adams (Seal)
Clarence E. Adams a/k/a C.E. Adams
a/k/a Clarence Edward Adams

Jennifer C. Duran

x Christine U. Adams (Seal)
Christine U. Adams

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that the above named Grantor
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal this the 15th day of June, 2011.

Jennifer C. Duran (Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4-3-2017

Exhibit 1

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

1. I have read the information on the back of this affidavit and I understand such information.
2. The Property being transferred is located at Flat Creek Road
bearing Lancaster County Tax Map Number _____, was transferred
by Clarence E. Adams and Christine U. Adams, subject to life estate
to Eddie G. Adams, Donald Ray Adams, Thomas Wayne Adams and Deborah
Christine Sellers on June 1, 2011.
3. The deed is exempt from the deed recording fee because (See Information section of affidavit):
consideration less than \$100.00
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected
with the transaction as: Grantor
5. I understand that a person required to furnish this affidavit who willfully furnishes a false or
fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more
than one thousand dollars or imprisoned not more than one year, or both.

Clarence E. Adams
Responsible Person Connected with the
transaction

Clarence E. Adams a/k/a C.E. Adams
Print or type name here a/k/a Clarence Edward Adams

SWORN to before me this 1st

Day of June, 2011

Janice C. Duncan
Notary Public for SC

My Commission expires: 4/3/2017

Exhibit 1

Exhibit 2

I Christine U. Adams of 2670 Flat Creek R
would love to have John R. Mathis
move his mobile home here.

My Husband died Oct 1, 2015 and
it was his wish to have John R. Mathis
move here.

Christine U Adams

Oct 26, 2015

John R. Mathis

notary: Nicole Clyburn
Lancaster City SC
Exp. 1-13-2021

I Wayne Adams of 2688 Flat Creek Rd, Lancaster
S.C. would like and request that John K. Mathis
be able to move his mobile home ~~to~~ here!
This was my Mother's Father's Wishes As Well as
My Brothers' Donnie & Eddie Adams!

Sharon W. Adams
Oct 26, 2015

J. R. Mathis

Exhibit 2

notary: Nicole Cedeno
Lancaster City SC
Exp. 1-13-2021

I DONNIE ADAMS OF 2684 FLAT
CREEK RD LANCASTER S.C. WOULD
LIKE FOR JOHN R MATHIS TO MOVE HERE
ALSO FOR HIM TO BE ABLE FOR HIM
TO MOVE HIS MOBILE HOME HERE

Donald R Adams

OCT, 26^T 2015

John R. Mathis

Exhibit 2

notary: Nicole Cefaru
Lancaster City SC
Exp. 1-13-2021 146

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE PROBATE COURT
CERTIFICATE OF APPOINTMENT

IN THE MATTER OF:
CLARENCE EDWARD ADAMS
(Decedent)

CASE NUMBER: 2015ES2900556

This is to certify that

EDDIE G. ADAMS

is/are the duly qualified

- PERSONAL REPRESENTATIVE
- SUCCESSOR PERSONAL REPRESENTATIVE
- SPECIAL ADMINISTRATOR

In the above matter and that this appointment, having been executed on the 19th day of October, 2015 is now in full force and effect.

RESTRICTIONS:

NONE

Executed this 19th day of October, 2015

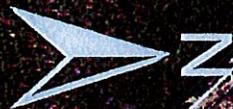


SANDRA S. ESTRIDGE, PROBATE JUDGE

Exhibit 2

Do not accept a copy of this certificate without the raised seal of the Probate Court.

Exhibit 3



RZ-015-017
Vicinity Map

Subject Property



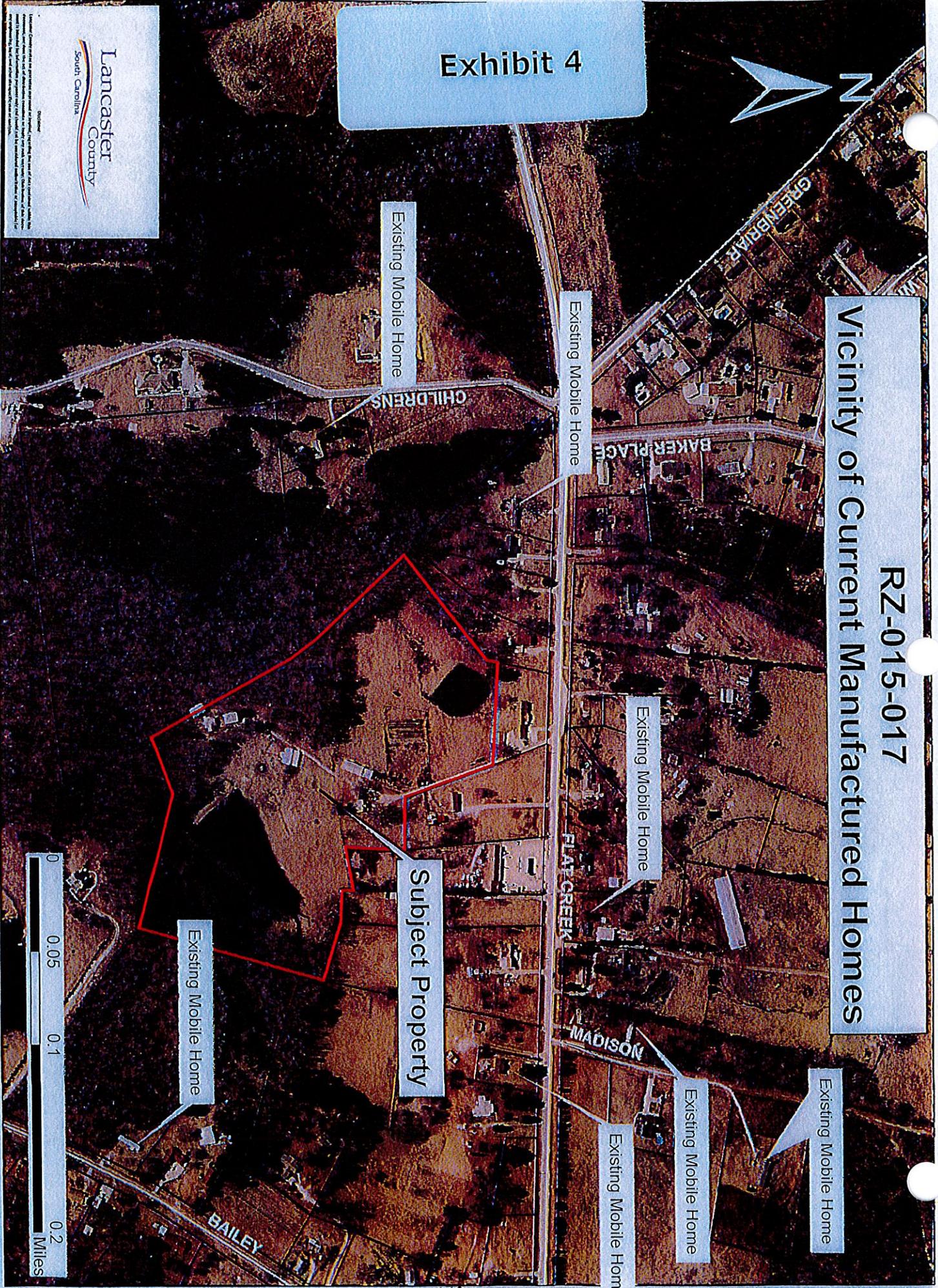
Lancaster County, South Carolina
Official
Lancaster County makes no guarantee, warranty, or representation of accuracy, completeness, or timeliness of the information contained herein. The information is provided for informational purposes only and should not be used for any other purpose. The user assumes all liability for any errors, omissions, or damages, including consequential damages, arising from the use of this information.



Exhibit 4



RZ-015-017 Vicinity of Current Manufactured Homes



Existing Mobile Home

Existing Mobile Home

Existing Mobile Home

Subject Property

Existing Mobile Home

Existing Mobile Home

Existing Mobile Home

Existing Mobile Home

Lancaster
County
South Carolina



Exhibit 5



**RZ-015-017
Zoning Map**

Subject Property

**Lancaster
County**
South Carolina

Lancaster County provides this geographic information as presented. It is not intended to be used for any purpose other than that for which it was prepared. The user assumes all responsibility for any use of the information. The user agrees to hold the provider harmless for any use of the information. The user agrees to hold the provider harmless for any use of the information. The user agrees to hold the provider harmless for any use of the information.



Exhibit 6



RZ-015-017
Future Land Use Map

Subject Property

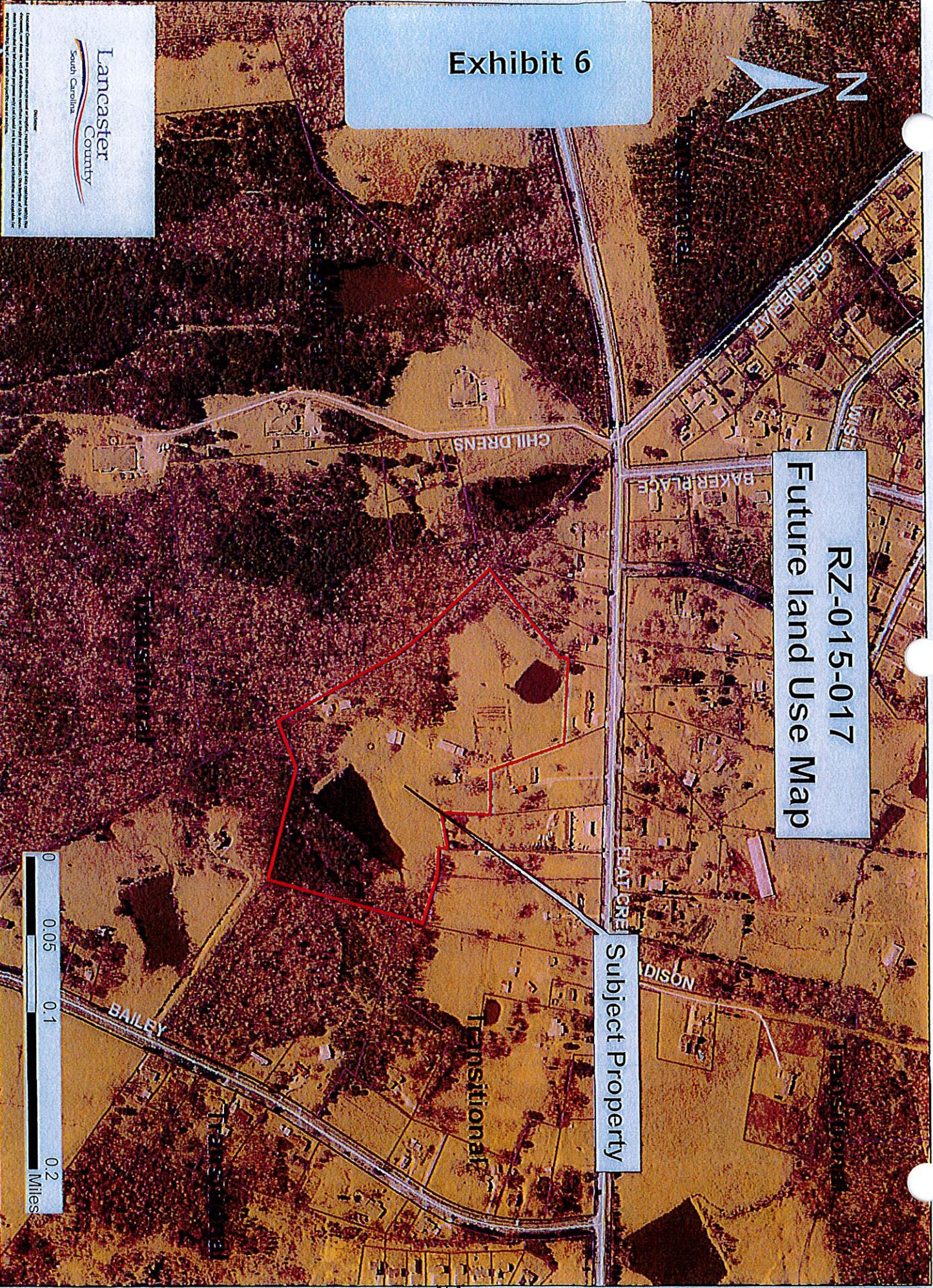
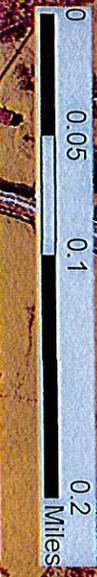


Exhibit 7

Mod Del Save Cancel

Indexed By Parcel ID Card #

Parcel ID: 00880-00-088.00

Count: 11947
 Sticker #:
 Location: 26884 FLAT CREEK RD Lancaster
 Land Use: NQR - NQRRes
 Owner #1: ADAMS, CHRISTINE
 Card: 1/2
 District: 01 - County
 Ent. Parcel Area: 15.987 - AC
 Neigh: 06 - 06
 Own Type:

Market Adj Value Current Year 2014 Legal Description

Calc. Land Area:	15.980	15.980	LIFE ESTATE
Full Market Value:	149,755	149,755	
Full Land Value:	81,860	81,855	
Building Value:	42,300	42,300	
Yard Items:	25,600	25,600	
Land Value:	14,306	14,306	
Total Value:	82,206	82,206	
Assessed Value:	2,210	4,718	
Capped Total:	149,755	149,755	Rewal / Market 03

Sales Information

Grantor: ADAMS, CLARENCE E
 Sale Price: 0
 Sale Date: 10/1/2015
 Legal Ref: C-6-6312

Narrative Description

This parcel contains 15.987 AC of land mainly classified as NQRRes with a Sing Fam Dw Building built about 1935, having primarily Asbestos Exterior and 1040 Square Feet, with 0 Unit, 1 Bath, 0 3/4 Bath, 0 Half Bath, 0 Rooms, and 0 Bdrm.

Click to enter GIS, if installed

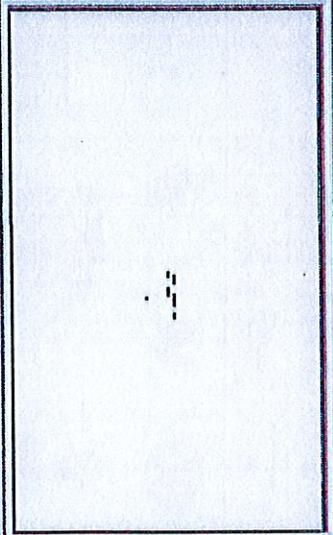
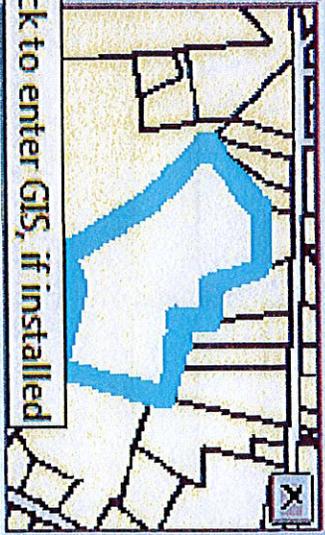


Exhibit 7

rspro 4.6.18/4618 - Lancaster2015 - [Ownership/ID/ParcelInfo]

File Record Navigate Process Utilities Tools Options Help Status Database



Indexed By

Parcel ID

Card #

elID: 0080-00-088.00

Card: 1 of 2

Location: 2684 FLAT CREEK RD Lancasth

Cost - \$82,206

Current Owner

Prior Owner

ID/Factors/Taxes

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

Street #1:	2670 FLAT CREEK RD	Fill	Home Phone:	
Street #2:		List	Cell Phone:	
City/Town:	LANCASTER	Verify	Work Phone:	
Province/State:	SC	Postal:	29720-0000	Verify
Country:		Account Type:		
D.O.B.:	MM/DD/YYYY	Legal Reference:	C-6-6312	
Owner Occupied:	<input type="checkbox"/>	Sale Date:	10/1/2015	Owner Lookup Number:
				85110

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

Sales

Exemptions

More Owners

Other Parties

Open

10/26/2015

10:16 AM

11947

QuickList

Exhibit 8

Section 2.1.1 - Residential districts established.

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

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

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

housing types near or in direct relationship to single-family detached housing. The maximum density permitted in this district for single-family developments (including duplexes) is three (3) dwelling units per acre (see Section 4.1.20) and for multiple-family development is eight (8) dwelling units per acre. (See Chapter 17 for recreational facilities and open space requirements.)

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

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

Exhibit 8

Section 4.1.12 - Manufactured homes.

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

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

3. Permit administration.

- a. It shall be unlawful for any person to place a manufactured home on a lot without filing an application with the building and zoning department and obtaining the necessary permit. Each application for a permit shall be made on a form required by the building and zoning department. Part of this process includes a site inspection and a verification of the assigned 911 address. Such a permit shall be valid for six months from the day it is issued.
- b. The building and zoning department shall make every reasonable effort to assist an applicant in completing the application forms; however, the applicant for such a permit is fully responsible for supplying and entering complete and accurate information on the application forms. *If the application is deemed incomplete, inaccurate, or nonconforming to the provisions of this or other pertinent ordinances, the building and zoning department may reject such application in writing and indicate what action the applicant must take to comply with these regulations.*
- c. Upon approval of a manufactured home permit involving placement, the building and zoning department shall issue a placement decal or card which shall be permanently affixed to the manufactured home by the owner. Upon approval of a manufactured home involving movement within or from Lancaster County, the building and zoning department shall issue a moving permit which shall be conspicuously displayed on the rear of the manufactured home while it is being moved.

4. Permit fees.

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

5. Requirements.

- a. Such structures shall be occupied as residences unless otherwise specified by this ordinance.
- b. One (1) manufactured home and one (1) single-family detached home shall be allowed to occupy the same lot provided one (1) of the homes shall be owner occupied and each home shall have separate and independent utility (i.e., electric, gas, water, sewer) facilities situated on a minimum lot size of 1.5 acres (65,340 square feet). One of the two (2) units shall be maintained as an owner occupied unit and only one (1) of these two (2) structures shall be a manufactured home. At no time shall both units become rental units.
- c.

The manufactured home shall not be located within the required yard space of the single-family dwelling and at least 20 feet from the other dwelling or manufactured home.

- d. All tires and rims shall be removed from the manufactured home. The only exception to this requirement shall be for a manufactured home which is used for a temporary dependent care residence, or for a temporary emergency, construction or repair structure. To receive this exemption, the conditions for either a temporary dependent care residence or a temporary emergency, construction, or repair structure shall be met prior to any permits being issued.

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

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

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

Exception to the above is:

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

modular homes for temporary use shall meet the requirements of such use as per the standard applicable codes or ordinances.

- b. Provided the use or location does not violate provisions of this ordinance and the owner or lessee obtains a "certificate of occupancy" signed by the building and zoning department, a modular unit, intended and used as an office or other relevant approved use, may be used for said purposes and must be registered with Lancaster County and meet all applicable standard codes for use. Said use shall meet all applicable standard codes for occupancy.
 - c. A modular unit may be used as a classroom by a school or religious institution, provided it is registered with Lancaster County and meets all applicable requirements of the standard codes and ordinances of the county.
7. Moving permits required.
- a. Moving permits shall be filed on forms provided by the building and zoning department. The moving permit shall be issued when all taxes due on the manufactured home have been paid. The permit shall be valid for 15 days with an extension approved by the building and zoning department for just cause; however, any such extension shall not exceed 15 days.
 - b. The manufactured home moving permit shall accompany the manufactured home while it is being moved. The permit shall be displayed on the rear of the manufactured home in a conspicuous place. It shall be the duty of the transporter that the requested moving permit is properly displayed and accompanies the manufactured home while in transport.
 - c. A manufactured home dealer or other agency repossessing a manufactured home under a security agreement, or upon receipt of a legal repossession document from the principal of the security agreement, may move a manufactured home from where it is located and relocate it to a secure location within Lancaster County until a moving permit can be obtained, not to exceed 15 days. Under no circumstances shall the manufactured home leave the boundaries of the county until all taxes and other county liens are satisfied and a moving permit is issued.
 - d. When a dealer moves a manufactured home for rental purposes.
8. Permits not required.
- a. A manufactured home dealer brings a Class A or Class B manufactured home into Lancaster County for resale purposes. No Class C manufactured homes shall be allowed to be moved into and located in the county.
 - b. A manufactured home dealer delivers a manufactured home that is sold from the sales lot.

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

Exhibit 8

RESIDENTIAL R-30S / UPDATED 1/22/07**USES PERMITTED:**

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

CONDITIONAL USES:

1. Double-Wide
2. Single-Wide
3. Class "B" Manufactured Home (Meets HUD specifications)
4. Manufactured Home Subdivision
5. Primary Residence and Manufactured Home (provided one unit is owner
occupied)
6. Temporary Dependent Care Residences
7. Temporary emergency, construction, and repair residence
8. Home Occupation
9. Bed and Breakfast
10. Commercial
11. Gasoline Service Station
12. Convenience Store with Fuel
13. Convenience Store without Fuel
14. Private or Commercial Horse Stables
15. Recycling Facilities, Convenience Centers and Resource Recovery Facilities
16. Wireless Communication Towers (i.e. Cellular
Communications)

USES REQUIRING REVIEW BY THE PC:

1. Elementary or Secondary School
2. College, University or Professional School
3. Library
4. Police Station

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

5. **Fire Station**
6. **Ambulance Service/Rescue Squad**
7. **United States Postal Service Facility**
8. **Electricity, Water, Sewer, and Petroleum Distribution/Collection Facilities and Services**

MEETING DATES FOR 2016/PLANNING COMMISSION

January 07, 2016 – Workshop

January 19, 2016 - Regular Meeting

February 04, 2016 – Workshop

February 16, 2016 – Regular Meeting

March 03, 2016 – Workshop

March 15, 2016 – Regular Meeting

April 07, 2016 – Workshop

April 19, 2-16 – Regular Meeting

May 05, 2016 – Workshop

May 17, 2016 – Regular Meeting

June 02, 2016 – Workshop

June 21, 2016 – Regular Meeting

July 07, 2016 – Workshop

July 19, 2016 - Regular Meeting

August 04, 2016 – Workshop

August 16, 2016 – Regular Meeting

September 01, 2016 – Workshop

September 20, 2016 – Regular Meeting

October 06, 2016 – Workshop

October 18, 2016 – Regular Meeting

November 03, 2016 – Workshop

November 15, 2016 – Regular Meeting

December 01, 2016 – Workshop

December 20, 2016 - Regular Meeting***