

# Lancaster County Council Infrastructure and Regulation Committee

Tuesday, September 8, 2015

County Council Conference Room  
Council Administration Building  
100 N. Main Street  
Lancaster, SC 29720

1. **Call to Order – Committee Chair Larry Honeycutt** **3:00 p.m.**
2. **Approval of the agenda** *[deletions and additions of non-substantive matters]*
3. **Minutes of the August 11, 2015 – pgs. 3-6**
4. **Citizens Comments**
  - a. Peter Gertler presentation regarding Sun City Carolina Lakes infrastructure – pgs. 7-17
5. **Discussion / Action Items**
  - a. Use of space at the Kershaw facility for Ready SC and Adult Education. *John Weaver – pgs. 18-23*
  - b. Dates of community meetings for the UDO rewrite. *Penelope Karagounis – pgs. 24-25*
  - c. Recreation Department equipment replacement. *Hal Hiott – pgs. 26*
  - d. Clemson study and committee information regarding bond for sports complex. *Hal Hiott – pgs. 27-30*
  - e. Precision Approach Path Indicator (PAPI) system at Airport. *Paul Moses – pgs. 31*
  - f. Avondale Development Agreement and PDD rezoning. *John Weaver and Penelope Karagounis – pgs. 32-73*
6. **Executive Session**
  - a. Contractual Matter regarding the Avondale Development Agreement SC Code §30-4-70(2)

## **7. Adjournment**

*Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting.*

*Lancaster County Council Infrastructure and Regulation Committee agendas are posted at the Lancaster County Administration Building and are available on the Website: [www.mylancastersc.org](http://www.mylancastersc.org)*



MINUTES OF THE LANCASTER COUNTY COUNCIL INFRASTRUCTURE AND  
REGULATION COMMITTEE  
COUNTY ADMINISTRATION BUILDING  
COUNCIL CONFERENCE ROOM  
101 N. MAIN STREET, LANCASTER

Members of the Lancaster County Council Infrastructure and Regulation Committee

Larry Honeycutt, Committee Chairman – District 4  
Larry McCullough, Council Member – District 1  
Jack Estridge, Council Member – District 6

**DRAFT**

Tuesday, August 11, 2015

The Committee Members present were Larry Honeycutt, Jack Estridge and Larry McCullough. Also present was Steve Willis, John Weaver, Debbie Hardin and other staff members. A quorum of the Lancaster County Council Infrastructure and Regulation Committee was present for the meeting.

The following press was notified of the meeting by e-mail or by fax in accordance with the Freedom of Information Act: Lancaster News, Kershaw News Era, The Rock Hill Herald, Fort Mill Times, Cable News 2, Channel 9 and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building the required length of time and on the county website.

#### **Approval of Agenda**

Steve Willis requested that the Executive Session be moved to the beginning of the meeting.

Larry McCullough moved to approve the agenda. SECONDED by Jack Estridge. Passed 3-0.

#### **Executive Session**

Larry McCullough moved to go into Executive Session to hear a contractual matter regarding the Avondale Development Agreement, SC Code §30-4-70(2). SECONDED by Jack Estridge. Passed 3-0.

Larry McCullough moved to go out of Executive Session. SECONDED by Jack Estridge. Passed 3-0.

Larry McCullough moved to defer consideration of the Avondale Development Agreement until the next I&R Committee meeting in September. At that time, the committee will not only reconsider the Development Agreement, but also the rezoning ordinance itself. SECONDED by Jack Estridge. Passed 3-0.

**Minutes of the July 14, 2015 meeting**

MOTION was made by Larry McCullough to approve the minutes of the July 14, 2015 meeting. SECONDED by Jack Estridge. Passed 3-0.

**Citizen Comments**

There were no citizen comments.

**Discussion/Action**

***Large Sports Complex Bond Funding Study Update***

At the previous meeting, Mr. Hal Hiott, Recreation Director, presented information to the committee regarding a bond for funding a large sports complex and the committee had several questions.

Mr. Hiott noted that Mr. Brookover from Clemson University answered questions via email as follows:

1. Time Frame of the completion of the study? *October/early November. Mr. Brookover suggested allowing time to get organized to make invites to the public for input, focus groups, etc.*
2. How soon will a formal written report be in their hands? *The way we do the process, we present and hand the report to you on the final morning. So, if we come in on a Tuesday afternoon we would have some meetings that evening, focus groups most of the day on Wednesday, public input Wednesday night, a couple of focus groups on Thursday morning, then we hole up, analyze data, write the report on Thursday afternoon/evening, and present on Friday morning.*
3. They agreed that they would want the economic impact study done also. What kind of time frame on that? *As far as economic impact goes, I should be able to have those numbers to you with the report on Friday morning. I can set up the table and multipliers in advance and it should not take long to come up with the expenditure profile based on the type of facilities we are recommending.*

Mr. Hiott also noted that Mr. Brian Trimmal has agreed to serve as Chairman of the study committee. Mr. Hiott will report the time lines and steps forward closer to the start of the project.

**DRAFT**



**DRAFT**

***Reconsideration of road status in Bent Creek development – adopted by Ordinance 2014-1284.***

John Weaver discussed the issue is whether the road would be taken. The developer and the property owners are in negotiations and last we heard they have reached an agreement.

Mr. Garris, the property owner, spoke, stating that there is a two page document that set forth the terms. Mr. Garris provided a copy of the document attached as schedule A.

Larry McCullough moved that when the document has been agreed upon by all parties, this item would be brought back to the committee for recommendations to full Council.

SECONDED by Jack Estridge. Passed 3-0.

***LARS Update***

Sally Sherrin provided an update on the Lancaster Area Ride Service as found in the agenda package for information.

Larry McCullough moved to provide this same information to full Council at the next meeting. SECONDED by Jack Estridge. Passed 3-0.

***Sun City Road dedication***

John Weaver discussed whether there is an agreement between Lancaster County and Pulte Home Corporation sufficient to protect the county's long-term financial interest in the undertaking of the ownership of the Sun City roads, all as outlined in Pulte's counsel's letter of July 6, 2015.

Joshua Vann, Attorney, spoke regarding the letter as found in the agenda package. Mr. Vann noted Pulte agrees to items one, two and three, however, Pulte does not agree with item four. Mr. Vann also reported that Pulte would do as required in the Unified Development Ordinance (UDO) as in effect at the time of adoption of the development agreement.

Jeff Catoe, Public Works Director, noted the importance of coring the roads, camera all storm pipes and provide test results. He would like to have a video of the 9 miles of roads that have not been accepted by Lancaster County.

Councilman Larry McCullough asked why Pulte would not agree to taking core samples. Mr. Vann explained it was not a requirement under the development agreement and the procedure is not free. Mr. Vann further noted that test results would be turned over to the County for review.

Jeff Catoe reported that the contractor walked through a punch list on the final road inspection. The problem with the roads is a lot of settling and additional testing, such as the

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TV/camera technology, would be beneficial to Pulte and to the County. Mr. Catoe stated that he would like to get a look at these roads before the County accepts them.

John Weaver noted in Sun City Carolina Lakes there are 16 miles of county roads, 9 miles not accepted by the County at this time and 2 miles owned by the homeowners association.

Larry McCullough moved to defer this item until the October I&R meeting, while work continues to find proper resolution. SECONDED by Jack Estridge. Passed 3-0.

Mr. Peter Gertler was to speak regarding the potential infrastructure concerns. This item will be deferred until the September I&R meeting.

***Avondale Development Agreement***

This item was deferred until the September I&R meeting.

**Adjournment**

Larry McCullough made a MOTION to adjourn. SECONDED by Jack Estridge. Passed 3-0.

Respectfully Submitted:

Approved by Committee Chair

Debbie C. Hardin  
Clerk to Council

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Larry Honeycutt, Committee Chair

**DRAFT**

# Background Briefing

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To: Lancaster County Council - Infrastructure and Regulation Committee

RE: Sun City Carolina Lakes Roads & Storm Water System

Members of the Committee:

Sun City Carolina Lakes, built under PDD #18, is rapidly approaching completion. At the current rate of sales, the project will be sold out around January 2016.

It is my understanding that the Infrastructure & Regulation Committee will be discussing the subject of roads relative to Sun City Carolina Lakes. To assist the committee in understanding all factors, I am submitting this briefing containing my observations and conclusions based on my first hand knowledge and experiences. Supporting details follow in Sections II and III. Most significant statements are sourced in footnotes, and additional information is available upon request.

Submitted by:

Peter Gertler  
6277-600 Carolina Commons  
Indian Land, SC 29707

## *Sections Following:*

1. Conclusions
2. Sun City Carolina Lakes – Facts and Figures
3. History
  - a. Development
  - b. Parties-in-Interest
  - c. Soil Collapse – aka Sinkholes, listing areas previously repaired, by pod, by street.



## **I. My Observations and Conclusions**

There is a long history of soil collapses in Sun City Carolina Lakes, extending back to at least 2008. These collapses have occurred under both County right-of-way and Sun City Home Owners Association property, sometimes simultaneously.

The problem with “roads” at Sun City is much more a problem with construction and management of the soil underneath them than of the road surfaces themselves.

The storm water collection and control system – consisting of grading, ground cover, yard inlets and catch basins, pipes, and outfalls – plays a major role in management of water which in turn is the primary enemy of stable soil in the Piedmont. That storm water system knows nothing of the boundaries of ownership or responsibility for collapses. Lancaster County and Sun City are now entwined in this issue forever into the future.

The County has few to no records of inspections of neighborhoods, either during construction or upon acceptance of the roads. Many repairs have been performed by Pulte over a period of several years without formal notification to the County. The causes of the failures are unknown. The County has virtually no records of these repairs and thus no data upon which to base projections of the future.

The history of prior repairs that we do now know about suggests that some neighborhoods are more prone to collapses than others<sup>1</sup>. Since the soils of the entire development were basically the same, the next logical variable in question is which contractor actually performed the site development construction and what level of quality control he employed.

The recent dispute between Lancaster County and Pulte over future acceptance of roads began primarily from observations of Pod V and Sun City Boulevard. These are only the tip of a long-submerged iceberg that is now coming into full view.

Although no one can predict the future, the most reliable predictor is the trend line of the past. As the roads, the storm water control system, and the millions of cubic yards of fill that lie under the roads have continued to age, soil collapses have appeared with increasing frequency. There is no empirical evidence to suggest that trend will reverse in the future. Given that trend, owners will slowly and inevitably experience steadily decreasing serviceability and both the owners and the County will encounter steadily increasing costs.

Finally, a critically important factor that both Lancaster County and the Sun City owners should fully understand is any potential for currently undisclosed future liabilities for non-compliance with the requirements of the EPA's National Pollutant Discharge Elimination System (NPDES). It is my understanding that Pulte holds the permit(s) for

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<sup>1</sup> See table at the end of this document



Sun City under this program. SC DHEC<sup>2</sup> has advised me that it is essential that the Sun City owners obtain an independent assessment of compliance with every sentence in the regulations before any permits are assigned to the Association. I have not been able to ascertain the implications of these permits to Lancaster County, particularly with its recent designation as an MS4.

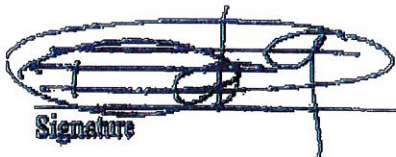
Following is a single example of a responsibility agreement for maintenance of parts of the storm water control system, Pod N, at Sun City. Note that Pulte agreed to own and maintain the pond until DHEC is notified in writing of a transfer of ownership and responsibility.

**Permanent Pond Maintenance and Responsibility Agreement**

I accept responsibility for ownership and proper maintenance of the plunge pools and level spreaders on the Carolina Lakes Pod N site per the approved maintenance plan. I will complete any necessary repairs and/or preventive maintenance procedures in a timely manner to ensure proper functioning of the plunge pools and level spreaders as a stormwater management device.

It is my understanding that the maintenance plan may be amended/revised at any time by the Department (DHEC), and I will abide by any prescribed changes.

I will continue to own and maintain the pond until the Department (DHEC) is notified in writing of a transfer in ownership and maintenance responsibility. The notification will include a date for the transfer of responsibility and a letter of acceptance from the new owner.

  
Signature

FOR DAVID CUSHING, VP LAND  
Printed Name  
PULTE HOMES  
11121 CARMEL COMMONS BLVD, SUITE 450  
Charlotte NC 28226  
Address

<sup>2</sup> Jill Stewart, SC DHEC, Storm Water, Non-coastal

## II. Sun City Carolina Lakes – A Description

Quantity	Descriptor
1,563 Acres	Area of development approved in PDD #18, Ordinance 631, as amended by ordinance 691. It is about 2 miles long by about 1.7 miles wide, half the area of the city of Lancaster <sup>3</sup> .
1,304 Acres	Area of development actually developed for housing, amenities, and common open space of the Sun City Carolina Lakes Community Association <sup>4</sup> . The difference between the gross number is the golf course, the library, and the shopping center
338.381 Acres	Number of acres reported in Lancaster Assessor records as owned by Sun City Carolina Lakes as common open space as of 7/21/2015 <sup>5</sup>
42	Number of distinct neighborhoods defined and approved
59	Number of subdivisions defined on filed plats and approved
3,164 <sup>6</sup>	Number of dwelling units shown on approved final plats
2,908 <sup>7</sup>	Number of dwelling units sold, built, and closed as of 7/21/15
3,029	Approximate number of dwelling units sold, under contract as of August 1, 2015
130	Approximate number of dwelling units yet to sell as of August 1, 2015. <sup>8</sup>
21	Dwelling units sold per month, average last seven months
Jan/Feb 2016	Estimated last unit sold
April/May 2016	Estimated last unit closed
162	Number of streets defined on filed/approved plats
28.14 <sup>9</sup>	Miles of streets on filed/approved plats.
16.754	Miles of roads designated as "public right of way" recorded in deeds from Pulte to Lancaster County as of 8/1/2015
2.61	Miles of roads designated as "private" recorded in deeds from Pulte to Sun City Carolina Lakes Community Association
8.826	Miles of roads designated as "public right of way" not yet recorded in deeds from Pulte to Lancaster County <sup>10 11</sup>

<sup>3</sup> Acreages and other geographic data source: Lancaster County Register and Assessor

<sup>4</sup> The legal corporation that holds title to the land and amenities on behalf of member owners. It is governed by a board of directors controlled by Pulte's declarant, Jon Cherry.

<sup>5</sup> Is known to contain error of unknown magnitude. Source: Lancaster County Assessor Office

<sup>6</sup> There are known errors on the plats which must be reconciled

<sup>7</sup> Source: Planning Department, Register's Office of Lancaster County

<sup>8</sup> About 25 of these are already built

<sup>9</sup> Source: filed plats. There are known errors in the street names table and street lengths on at least two or three of the plats. The plats were sealed by ESP Associates and the attestations signed by ESP and Pulte Home Corporation.

<sup>10</sup> There is no recorded deed for Del Webb Boulevard, yet that street was supposedly accepted by the county in 2008.

<sup>11</sup> Since all streets have been designed, constructed, and plats filed, this represents the lengths of streets in dispute.



Quantity	Descriptor
8.68	Lineal miles of retaining walls installed to create level ground upon which to build dwelling units
183	Number of retaining walls installed to create level ground upon which to build dwelling units
39	Number of sub-divisions out of 59 containing retaining walls constructed to create level ground upon which to build dwelling units
50	Number of storm water quality pollution protection permits/files issued by SC DHEC to Pulte to develop subdivisions. These are only the ones owners were able to locate through FOIA requests. <sup>12</sup>
Unknown	Any descriptors of size, dimensions, or layout of Storm Water Control System as built. <sup>13</sup>

### III. History

#### A. Development

Development began in 2005 after approval of the PDD and acquisition of the property.

After filing the Development Agreement on January 20, 2006, Pulte began actual construction in Spring 2006 with the filing of the first plats on May 16, 2006.

Pulte made their first request to transfer some roads of Sun City in the early summer of 2008. Lancaster County initially refused to accept them, but changed their position shortly thereafter after re-reading the Development Agreement.<sup>14</sup> In a meeting between Steve Willis, Jeff Catoe, and executives of Pulte on August 22, 2008, Pulte made a formal request to transfer the roads of Pods A-F plus Del Webb Boulevard with some exceptions.<sup>15</sup>

In several conversations with Mr. Catoe over several months, the writer learned that the County DPW does not inspect the underlying construction of the roads or the storm water collection system either during or after construction is completed. Instead, DPW has relied on "proof rolls" and/or soil reports provided by the developer. For comparison of this practice, the writer conducted conversations and documented the construction and acceptance practices of Lancaster County Water & Sewer District for its facilities<sup>16</sup>. Then through formal and informal interviews with contractors and various retired construction and inspection experts living in Sun City Carolina Lakes, the writer learned that the above practices of Lancaster County fall far short of practices in other communities, counties, and states. Mr. Catoe is incapable of performing these controls and inspections because he has no personnel qualified to do so and because he has no funds to pay for those capabilities.

<sup>12</sup> FOIA requests to DHEC can be very difficult to define in a way they can find them.

<sup>13</sup> As of July 25, 2014, Lancaster County DPW is in possession of only \_\_\_\_ sealed, signed "as built" for the system. Based on \_\_\_\_

<sup>14</sup> Source: Fort Mill Times, August 5, 2008

<sup>15</sup> Source: Letter between Pulte and Steve Willis, available on request.

<sup>16</sup> Report of this analysis in Appendix \_\_\_\_



The earliest dated deed of transfer of roads was filed 2/2/11, 2 ½ years after the first request. That deed did NOT include the aforementioned A-F Pods. Mr. Willis, in an email response dated August 15, 2014 asking why this is the case, explained:

"I checked and there is no question we accepted those roads but that was during a time we did not have the robust process we have in place now for accepting roads. At the time it was pretty much just add them to the list at Public Works following presentation at a Council meeting. We are working with Pulte to go back and get the deeds and plats completed for those early sections so we will have consistent documentation for all Sun City roads."

Since 2/2/11, warranty deeds to Lancaster County have been recorded for 61 of the 162 streets in the development. A quitclaim deed for 27 of the 28 streets requested for transfer to the County back in August 2008 was filed 10/29/14. One (Del Webb Boulevard) is in limbo. Twenty five (25) of the streets are private and will not be deeded. There are no deeds for the remaining thirty (30) public streets which represent the streets on hold under Resolution 860.

## **B. Parties-in-Interest**

**Lancaster County:** established the Planned Development District and agreed to the Development Agreement which was based on Pulte drafts<sup>17</sup>. The Development Agreement requires the County to accept the streets designated public right of way into the county road system.

**Pulte Home Corporation** – the developer of Sun City Carolina Lakes

**Declarant:** the legal party – also Pulte Home Corporation - that established Sun City Carolina Lakes as a deed-restricted development. As Pulte sub-divided the project into subdivisions, it transferred ownership and responsibility of the subdivision to individual home buyers (owner plots), or the SCCL CA (common areas), or Lancaster County (public right of way). Pulte delegates its corporate authority to its local officer, currently Mr. Jon Cherry, President of the Charlotte Division of Pulte.

**South Carolina Department of Health and Environmental Control.** Holds control over the development and ongoing operation of any aspect of storm water management within the development under the EPA's National Pollution Discharge Elimination System (NPDES). Affects BOTH Lancaster County and SCCL CA in perpetuity.<sup>18</sup>

The SCCL CA, controlled by Pulte, hired a corporation, **FirstService Residential**<sup>19</sup> to act as its property manager, designating its on-site person as "Executive Director".

Finally, there are currently approximately **5,200 residents**, 97% of whom are owners.<sup>20</sup>

<sup>17</sup> Source: Rudy Carter, then chairman of the Lancaster County Council

<sup>18</sup> First level responsibility for enforcement will shift with the emergence of the MS4

<sup>19</sup> Officers originally based in New Jersey, now Charlotte

<sup>20</sup> Estimate based on samples



When the project began, the interests of the Declarant, the interests of Lancaster County, and the interests of owners were highly aligned: build and operate a high quality, beautiful community and sell houses and pay taxes. Now that the project is over 95% sold, the interests of the owners and the interests of the Declarant are increasingly in conflict. The majority of the board of directors, consisting of four Pulte employees who report to and are evaluated by Jon Cherry, find themselves in a significant and growing conflict of interests: their fiduciary obligation to act in the interests of the owners versus their dependency upon Mr. Cherry for their continued employment. This conflict would be illegal in most states where Associations are subject to regulation, but not in South Carolina.

As will be shown, the interests of Lancaster County with respect to the roads are now highly aligned with interests of Association owners who will eventually inherit the remediation of many sinkholes on common area property.

### **C. Soil Collapse, a.k.a. as "Sinkholes"**

The question of the quality of road construction is really a question of proper soil preparation and construction practices.

#### **The Underlying Soil**

It is helpful to understand the conditions the developer was facing as development was begun in 2006.

Turnbull, Sigmon Design was engaged as the original professional engineer to design the development. They completed an "Engineers Report" that was included in "Appendix A" of the Prospectus of the \$20,000,000 bond offering for the Sun City Carolina Lakes Improvement District Assessment Revenue Bonds dated February 1, 2006<sup>21</sup>. Turnbull Sigmon's report includes the analysis of "S&ME, Inc., ...the geotechnical engineering firm engaged to conduct the soil borings and prepare a report on the subsurface soil conditions for the subject properties." Section II, Subsection B, titled "Soil Conditions" contains four descriptions and cautions about the soils that "...will require additional efforts during site development." Following are those paragraphs, cut and pasted from the prospectus:

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<sup>21</sup> Available through Lancaster County

## B. SOIL CONDITIONS.

S&ME, Inc. is the geotechnical engineering firm retained to conduct the soil boring tests and prepare a report on the subsurface soil conditions for the subject Property.

According to S&ME's report the soil conditions encountered at the subject Property are typical of those soils in the Piedmont Physiographic Province of South Carolina. In general according to S&ME's findings, the subsurface conditions are suitable for shallow foundation support of the proposed residential structures. However, certain soil conditions were observed that will require additional efforts during general site development. These soil conditions are as follows:

- Medium to high plasticity soils were encountered throughout the site. These medium to high plasticity soils have a moderate potential for shrinking or swelling and can cause building and/or pavement distress. In areas where these soils are located beneath structures and pavements additional evaluation will be required.
- Alluvial soils were encountered in borings located along and adjacent to the existing creeks, streams and drainage features for the subject Property. Alluvial and soft sediment soils are anticipated within the existing pond areas that will be drained and developed. Depending on the site grading, building and pavement locations, undercutting and/or "bridging" of these soils should be anticipated.
- Difficult excavation is anticipated within areas of proposed cut and utility excavation, where partially weathered rock and auger refusal were encountered. The extent of difficult excavation is contingent upon proposed excavation depth and location of the main sanitary sewer trunklines that will gravity feed to the on-site sanitary sewer lift station (see Section IV entitled "Project Infrastructure").
- Soft and very loose near-surface residual soils were encountered throughout the site. These soils were encountered at depths ranging from 2 to 4 feet and are anticipated near areas that are currently cultivated or have been previously cultivated. Additional site preparation during construction will be required depending on final grades.

For further information or clarification pertaining to the subsurface conditions encountered and soil boring locations, it is recommended that the original geotechnical report be reviewed.

(End of paste)



During late 2013 and most of 2014, a group of owners banded together to form an informal owners independent<sup>22</sup> study team. They initially identified 18 cases of improper water management, as witnessed by dirt running into the storm water control system and/or into the lakes and streams. Since some of these soil collapses occurred on property owned by both the SCCL CA and Lancaster County, the team began reporting their findings to Jeff Catoe and the Lancaster County Administrator.

In early October 2014, more and more Sun City owners began to publicly voice their concerns about the issue, especially as the holes became bigger and more frequent. Currently, multiple parties<sup>23</sup> have their hand in this issue, with multiple differing communications about the cases.

Mr. Catoe informed the writer that the County has no permitting process in order to open a street. He also said that over the years he has had occasional calls from Brett Manery, Pulte VP Land Development, informing him (Catoe) of street openings being made by Pulte, but that he had kept no record of them. The County has no record of what streets were opened, for what reason, what problem was found, or what was done. A detail list of now found previous road repairs that the team was able to identify is included below.

Detailed example reports about the specifics of a just few of these soil collapses are available.

A list of all currently known cases of soil erosion or collapse, (without respect for which party may be responsible), is still in process as of the date of this submission.

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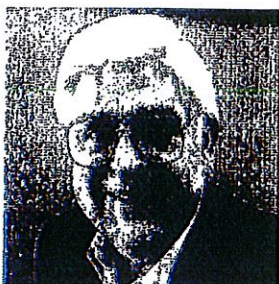
<sup>22</sup> Independent: not authorized by or having any connection with the Declarant or the Home Owners Association which is controlled by the Declarant.

<sup>23</sup> FirstService Residential: Jessica Shipman, Vernon Kline, Brett Lindsay, Greg Franks. Pulte: unknown. Sun City Carolina Lakes Community Association chartered Property & Grounds Committee – Jim Abel. Sun City Carolina Lakes Home Owners Advisory Council, Bob Kiener chair.

**Evidence of Previous Road Repairs**  
**(S) Near Storm drains, (O) other locations**

Code	Pod	Address	Description
S	A	5010 Grandview	7' x 12' near catch basin
S	B	10450 Bethpage	22' patch full width of road
S	C	Grandparents park	2' x 2' patch by drain
S	C villa	32028 Cormorant Ct	15' x road width
S	C villa	29008 Eagle Ln	15' x road width
S	I	39605 Rosebay	20' x 5' patch by drain
S	J	36139 Whatsonia	4' x 9' patch by drain
S	K	41071 Calla Lily St	3' x 8' patch by drain
S	L	41114 Calla Lily St	Large patch that goes between 2 drains on opposite sides of the street.
S	L	41081 Calla Lily St	3' x 8' patch by drain
S	L	Mimosa Ct	3' x 8' patch by drain
S	M	49113 Gladiolus	2' x 2' patch by drain
S	N	52535 Winchester	8' x 6' patch by drain
S	T	4020 Badlands	3' x 10' patch by drain
S	T/U	River Bend Blvd between Yellowstone & Yosemite	200' collapse, road closed for 3 days 2012
O	M	Daffodil - west end	100' x road width ?????
O	A	Corner Grandview & Azalea	7' x 22' patch at curb
O	A	Corner Grandview & Azalea	3' x 4' patch at curb
O	C villa	Royal Tern	4' x 4' center of road
O	C villa	29009 Eagle Ln	2' x 12' center of road
O	C villa	28109 Song Sparrow	3' x 3' and 3' x 6' patches at side of road
O	E	17586 Hawks View	4' x 9' edge of road patch
O	GH	56119 Finches	6' x 6' patch edge of road
O	GH	56119 Finches	4' x 5' patch center of road
O	GH	56119 Finches	10' x 12' patch center of road
O	I	39605 Rosebay	10' x 12' patch by driveway, yard appears to have been affected
O	N	55483 Derringer	4' x 10' patch at curb
O	N	52559 Winchester	20' x road width
O	N	52538 Winchester	4' x 10' patch at curb
O	N	52526 Winchester	70' x road width
E		-----NO repairs found-----	
F		-----NO repairs found-----	
R		-----NO repairs found-----	
S		-----NO repairs found-----	
W		-----NO repairs found-----	
X		-----NO repairs found-----	





Peter Gertler retired from a career of 16 years of service to Sears in a variety of manager and director assignments, followed by 20 years at Deloitte Consulting, the last 15 as a Management Consulting Partner. During his years with Deloitte, he served as lead consulting client service partner at Shopko, Federated Department Stores, McKesson, Long's, and Albertsons. From 1995 to 2000, he led

Deloitte's West Region Consumer practice, growing partners from 2 to 7, clients from 2 to 20, and services delivered to clients five fold. Upon his retirement from Deloitte, he started his own firm, The Really Valuable Consulting Company, focused on helping senior executives of products and services firms work through difficult short and long term situations.

Peter is an expert in products and services companies. He has specific experience in sales strategies, marketing, merchandising, and corporate governance. He has led projects in corporate strategy, market pricing strategy, corporate bankruptcy and reorganization, acquisition due diligence, sales and merchandising organization and work restructuring, IT strategy, IT reorganization, and merger integration. His recent projects included assisting the CEO, Board of Directors, and general partners of an AMLAW 100 law firm completely redefine the firm strategy and their go to market processes and organization. He has also assisted a global management consulting company refine their service set and HR strategy, and advised a retail chain on repositioning its store and product profile. He has also worked with outside directors, helping them establish Board, CEO and Senior Officer Evaluation processes. He worked with the partners of a regional accounting firm to help them identify and quantify their Human Resource strategy, and recently assisted the partners of a general contractor refine their market position, pricing, hiring, and margin positioning.

Peter holds a BS from and completed MBA coursework at Lehigh University. He is a Certified Management Consultant and a Certified Systems Professional. Among Peter's other clients have been The Associated Merchandising Company, DTTI, Macy's, Supermarkets General, Creditors of Best Catalog, Wilentz, Goldman & Spitzer, Mercer Management Consulting, Kilpatrick Stockton, Akin, Gump, Strauss, Hauer & Feld, Crazy Eddie, Maison Blanche, Phillips-Van Heusen, PTC, Levi Strauss & Co, Kearney-O'Banion, The Food Marketing Institute, and The National Retail Federation.

## Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Admin
Date Requested to be on Agenda:	September 8, 2015 – I&R Committee September 14 – County Council

**Issue for Consideration:**

Use of space at Kershaw facility by Ready SC to train workers for Haile Gold Mine as well as use of additional classroom space by Adult Education.

**Points to Consider:**

York TECH will be winding down their use of the Kershaw facility this semester. Attendance has fallen to the point it is no longer feasible to operate.

Ready SC had been partnering with TECH, since Ready SC is a part of the state TECH system, to train both employees and contractors for Haile Gold Mine. This need will continue once York TECH closes their operation.

Adult Education utilizes some space now but needs additional classroom space to meet growing demand for services.

Attached is a schematic of the space to be vacated by York TECH.

**Funding and Liability Factors:**

No funding is needed but we will continue to have operational costs at this facility. That will continue regardless as we also have EMS, the Library, and Adult Ed operating out of this facility.

The facility is covered under SCAC Insurance Trusts coverage and we would enter into a use agreement with Ready SC as outlined by Risk Management. They are a state entity and covered by the State Insurance Reserve Fund. Existing agreements would cover Adult Education which is also state insured.

**Council Options:**

Allow or not allow the use at this county owned facility.

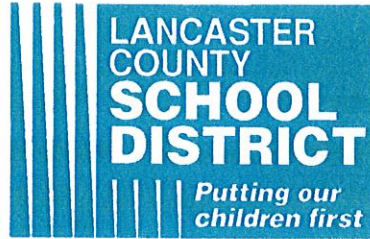
**Staff Recommendation:**

To allow the use as proposed by both entities.

**Committee Recommendation:**

To be determined.





Office of Adult Education  
Adult Literacy Program

August 18, 2015

Lancaster County Administrator

Mr. Steve Willis

PO Box 1809

Lancaster, SC 29721

Re: Kershaw Government Complex

Dear Mr. Willis:

The Lancaster Adult Education/Literacy Program request additional classrooms in the event that any comes available. We need to expand our GED and Employability Skills program to reach the growing number of unemployed and undereducated citizens in Kershaw.

Sincerely,



Dr. Kim Linton

Director

LEGEND	
NEW WALLS	-----
EXISTING WALLS	=====
1 HOUR RATED WALL	=====
2 HOUR RATED WALL	=====

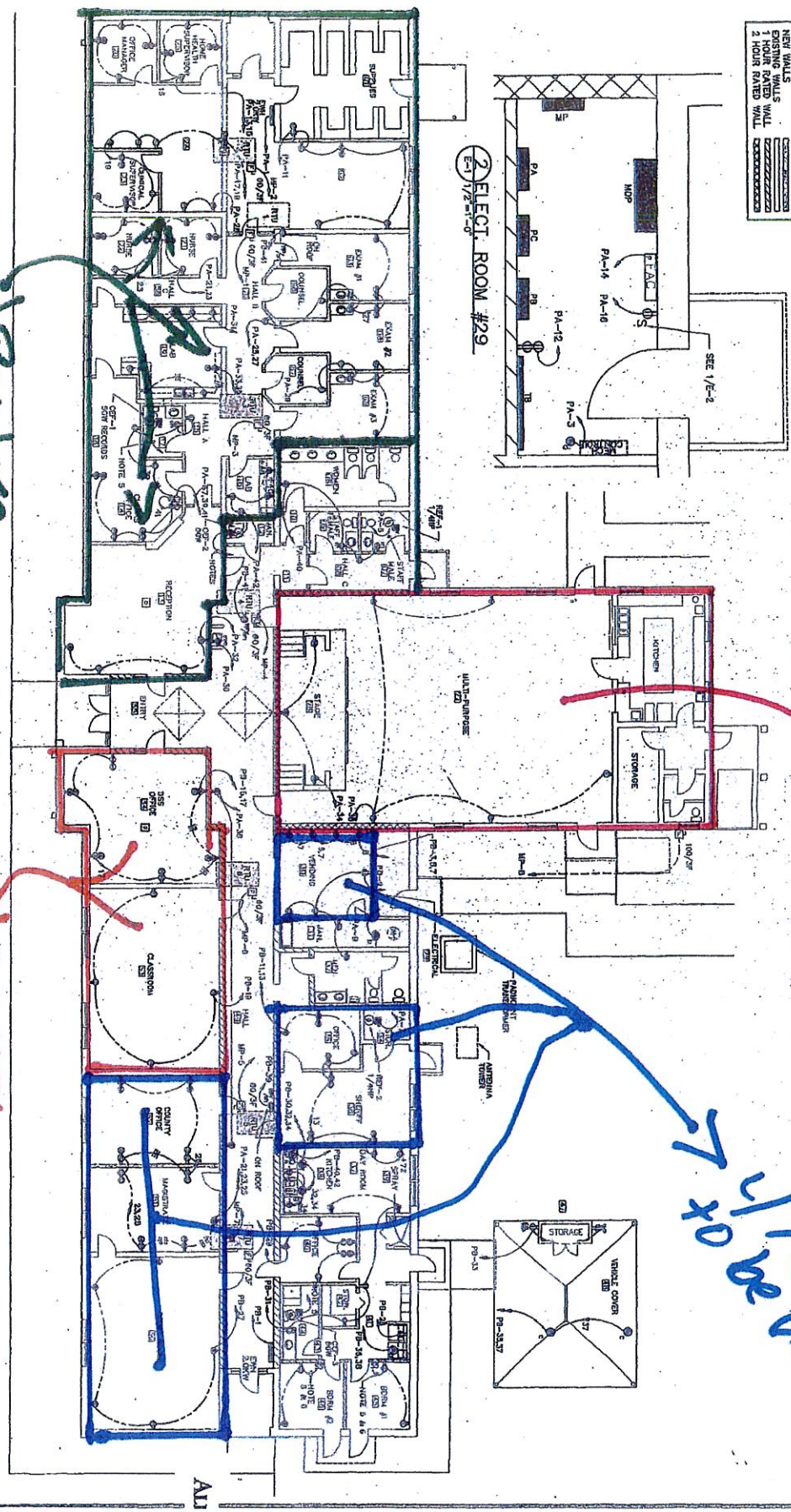
2 ELECT. ROOM #29  
E-1 1/2-1-0

Ready SC  
HGM Training

ADULTS

77CCA

77CCA  
77CCA  
77CCA





## HGM Safety Training Schedule 2015

## Color Codes

Pre-Hire  
New MinerPost Hire  
New MinerSite  
OrientationExperienced  
MinerRefresher  
Training

## Location

All classes will be held at YTC- Kershaw.

## Time

New Miner 7:30 AM - 4:00 PM

Site Orientation 2:30 PM - 4:00 PM

Experienced Miner 7:30 - 4:00

WmCalendar	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	6	7 Labor Day	8	9 Post-Hire Class New Miner	10 11:00 Environmental	11 Site Orientation Ott Jackson	12
	13	14	15	16	17	18	19
Sep 2015	20	21 Refresher Training Class	22 Post-Hire Class New Miner	23 11:00 Environmental	24 Site Orientation Ott Jackson	25	26
	27	28	29	30	1	2	3

WinCalendar	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Oct 2015	4	5	6 Post-Hire Class New Miner	7 11:00 Environmental	8 Site Orientation Ott. Jackson	9	10
	11	12 Columbus Day	13	14	15	16	17
	18	19	20 Post-Hire Class New Miner	21 11:00 Environmental	22 Site Orientation Ott. Jackson	23	24
	25	26	27	28	29	30	31 Halloween
	1 Daylight Saving Time E	2	3 Election Day Post-Hire Class New Miner	4 11:00 Environmental	5 Site Orientation Ott. Jackson	6	7
Nov 2015	8	9	10	11 Veterans' Day	12	13	14
	15	16	17 Post-Hire Class New Miner	18 11:00 Environmental	19 Site Orientation Ott. Jackson	20	21
	22	23	24	25	26 Thanksgiving Day	27	28
	29	30	1 Post-Hire Class New Miner	2 11:00 Environmental	3 Site Orientation Ott. Jackson	4	5
	6	7	8	9	10	11	12
Dec 2015	13	14	15 Post-Hire Class New Miner	16 11:00 Environmental	17 Site Orientation Ott. Jackson	18	19
	20	21	22 Winter Solstice	23	24	25 Christmas	26
	27	28	29	30	31	1 New Year's Day	2







# LANCASTER COUNTY

2015 Unified Development Ordinance (UDO) Update

## UDO Update – Project Summary

With the adoption of the 2014—2024 Comprehensive Plan, Lancaster County has a vision of a County with a strong diverse economy, well-managed growth, high quality of life, a safe and healthy environment, and efficiency of infrastructure investments. The intent of the UDO Update Project is to implement the Comprehensive Plan and create development patterns throughout Lancaster County that reflect the Comprehensive Plan recommendations for improved land use policies and practices. Though this process, Lancaster County will protect the character of rural and urban living and plan neighborhoods and communities for people to live, work, and play.



## Community Meetings

As a part of community outreach, residents are invited to participate in four community meetings to review proposed zoning districts and preliminary zoning maps. In addition to the community meetings, residents and property owners can review the new districts and maps online and provide comments through Lancaster County's website and Catawba Regional Council of Governments' website. Community meeting information will be advertised the week of September 14, 2015. The links to the online data will be included in the community outreach in mid September. Information on community meeting locations, dates, and times are shown below.



### **BUFORD RECREATION CENTER**

Thursday, Sept. 24, 2015 at 6 – 7:30 PM  
Activity Room  
4073 Hurley Walters Road  
Lancaster, SC 29720

### **SPRINGDALE RECREATION CENTER**

Thursday, October 1, 2015 at 6 – 7:30 PM  
Activity Room  
260 S. Plantation Road  
Lancaster, SC 29720

### **ANDREW JACKSON RECREATION CENTER**

Tuesday, Sept. 29, 2015 at 6 PM – 7:30 PM  
Activity Room  
6354 North Matson Street  
Kershaw, SC 29067

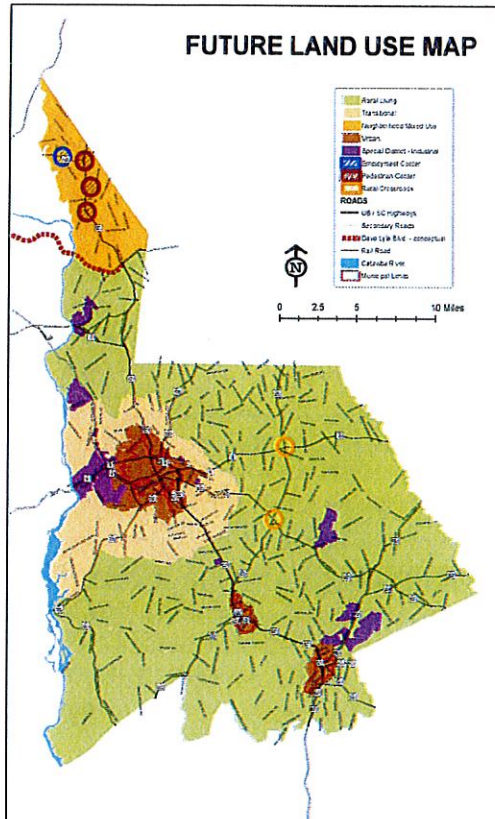
### **PLEASANT HILL UNITED METHODIST CHURCH**

Monday, October 5, 2015 at 6 – 7:30 PM  
Fellowship Hall  
238 Fort Mill Highway  
Indian Land, SC 29707



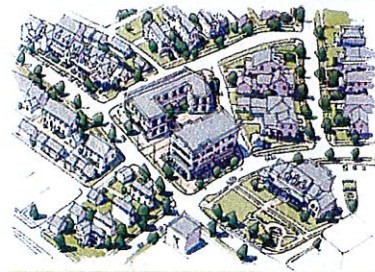
# Unified Development Ordinance

## Neighborhood Mixed-Use & Employment Centers



The objectives of the UDO Update Project are to implement the recommendations in the 2014 UDO Analysis Report and the recently adopted 2014—2024 Lancaster County Comprehensive Plan. The Future Land Use Map is reflected to the left and several examples of land use categories included in the Comprehensive Plan and the Land Use Element are shown to the right.

During the development of the UDO Update for Lancaster County, a public outreach process will be incorporated that features interactive community meetings to promote inclusive feedback. These community information meetings will be held at key project intervals to engage the public and enhance the project. The UDO Update Project will be complete by March, 2016.



## Transitional



## Rural Living



## Key Objectives for the Updated UDO

### New Format and Layout for a More Efficient Code

- Improve the Overall Organization of the Code
- Make Development Review Processes More Efficient
- Address Possible Amendments Differently

### Revise Zoning Districts and Use Classifications

- Reduce the Number and Enhance Residential Zoning Districts
- Refine Business and Industrial Districts
- Refine Planned Development Districts and Overlay Districts
- Modernize the Uses
- Enhance the Use Table



August 26, 2015

Memo to: I and R Committee

From: Hal Hiott, Director, LCPR

Re: Equipment Replacement

The Joint Recreation Commission approved at their August meeting for the equipment provided below to be purchased for budget year 2015/2016. These items will be purchased out of the equipment replacement funds labeled Equipment General in the Recreation Budget. Account # 45-7-810-5511-00. These funds by ordinance are ear marked for replacement of maintenance equipment each year. We are now passing on to I and R for approval to go to full Council. It is imperative that we get these items ordered as turn around on big items sometimes takes 3 months.

List approved by Commission

Equipment list	quantity	unit cost	total cost
Ferris Mowers 61 inch cut 35 hsp	3	\$7,895.59	\$23,686
Airveator	1	\$8,500	\$ 8,500
Mower parts and lubricants	multiple	\$7,000	\$ 7,000
(ie: spindles, pulleys, wheels, tires, pumps, mufflers, oil, hydraulics, blades, belts)			
Misc tools	multiple	\$7,000	\$7,000
(ie. weed eaters, chain saws, blowers, power tools, hand tools,)			
Finishing Mower for tractor	1	\$2,500	\$2,500
Misc other	multiple	\$4,314	\$4,314
(ie. irrigation pump, motors, winches for gym goals, timers, control boxes, ect...			

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Grand total			\$53,000
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Some of these items especially in Misc other will only be purchased in case of emergency.





August 26, 2015

Memo to: I and R Committee  
From: Hal Hiott, Director, LCPR  
Re: Clemson Study and Committee

I am providing the Infrastructure and Regulation Committee the information requested at our last meeting on August 11, 2015. Since that time the Joint Recreation Commission has met and appointed a Clemson Study Committee. The entire Commission will be involved in the process along with the individuals that agreed to serve. I have provided a detailed list of appointments. There is a diverse group of individuals from all parts of the county.

Our Committee chairman, Brian Trimnal, spoke to the entire group on Tuesday, August 25<sup>th</sup>. That was our first scheduled meeting. We had 34 individuals show up from all parts of the County. Goals, meeting dates, general information, and contact information were top priorities. Our next meeting will be September 15, 2015 at 6:30 pm. We are hoping by this meeting that the Clemson study will be passed on to full Council for consideration.

I have enclosed the following: Meeting dates, goals, and Committee names and contact information.

Thanks for your consideration,

  
Hal Hiott, Director, LCPR

## 2015-2016 Committee Nominations for Clemson Study

<b>Name:</b>	<b>County Area:</b>	<b>Address:</b>	<b>Phone:</b>	<b>Email:</b>
Flip Sheesley	Indian Land	9983 Valley Road, Indian Land, SC 29707	803-242-1642	<a href="mailto:coachflip@carolina.rr.com">coachflip@carolina.rr.com</a>
<b>Rusty Carson, JRC Board Member</b>	Indian Land, District 7	18016 Greyfield Glen, Fort Mill, SC 29707	704-322-3577 843-822-9831	<a href="mailto:rustycarson@destinationathlete.com">rustycarson@destinationathlete.com</a>
Paul Boyd	Indian Land	18043 Greyfield Glen, Fort Mill, SC 29707	917-520-0187	<a href="mailto:paul@paulboyd.com">paul@paulboyd.com</a>
Jimmy Kubicina	Indian Land	18037 Greyfield Glen, Fort Mill, SC 29707	704-249-7432	<a href="mailto:jkubicina@gmail.com">jkubicina@gmail.com</a>
<b>Quinton Rogers, JRC Board Member</b>	Lancaster, District 5	2731 Avalon Lane, Lancaster, SC 29720	803-285-2045 803-320-1623	<a href="mailto:qrcr1005@gmail.com">qrcr1005@gmail.com</a>
Ronnie Gandy	Lancaster	5646 Lakeview Circle, Fort Lawn, SC 29714		
Ken Snipes, Sr.	Lancaster	1776 Douglas Road, Lancaster, SC 29720		
Phillip Starnes	Flat Creek	5851 Flat Creek Road, Heath Springs, SC 29058	803-804-5347	<a href="mailto:pbstarnes@comporium.net">pbstarnes@comporium.net</a>
Otis Lathan	Zion/Unity	1533 Zion Hill Road, Lancaster, SC 29720		
Bruce Brumfield	Lancaster	737 Plantation Road, Lancaster, SC 29720		<a href="mailto:Bruce.Brumfield@foundersfcu.com">Bruce.Brumfield@foundersfcu.com</a>
Will Brice	Lancaster	1139 Craig Avenue, Lancaster, SC 29720	803-246-3210	<a href="mailto:will@perceptionbuilders.com">will@perceptionbuilders.com</a>
Bobby Funderburk	Elgin/Heath Springs	2511 South Potter Road, Heath Springs, SC 29058		<a href="mailto:bfun@hh-chevy.com">bfun@hh-chevy.com</a>
Joe McGriff	Lancaster	1522 Carmel Road, Lancaster, SC 29720	803-416-3516	<a href="mailto:mimgriff63@gmail.com">mimgriff63@gmail.com</a>
Spring McMannus	Buford	1831 Old Sullivan Rd, Lancaster, SC 29720	803-416-3770	<a href="mailto:Mcmannus7@comporium.net">Mcmannus7@comporium.net</a>
Bobby Parker	Buford	4265 Rowell Road, Lancaster, SC 29720		<a href="mailto:bobby.parker@lcsdmail.net">bobby.parker@lcsdmail.net</a>
Brad Small	Lancaster	P.O. Box 580, Lancaster, SC 29721		<a href="mailto:brad.small@firstcitizenonline.com">brad.small@firstcitizenonline.com</a>
Greg Caskey	Buford	2509 Lazy Oak Drive, Lancaster, SC 29720		
Sammy Macy	Buford	5284 Camp Creek Road, Lancaster, SC 29720	803-246-1298	<a href="mailto:Bufordsoccer@yahoo.com">Bufordsoccer@yahoo.com</a>
Philipp Wickles	Lancaster	5222 Quarry Drive, Lancaster, SC 29720		<a href="mailto:pmickles14@gmail.com">pmickles14@gmail.com</a>
Scott Blackmon	Antioch	105 South Catawba Street, Lancaster, SC 29720	803-246-0059	<a href="mailto:blackmoninsgrp@comporium.net">blackmoninsgrp@comporium.net</a>
Dr. Gene Moore	Indian Land	300 South Catawba Street, Lancaster, SC 29720	803-286-6972	<a href="mailto:Gene.Moore@lcsdmail.net">Gene.Moore@lcsdmail.net</a>
Sally Sherrin	Heath Springs	3656 Old Camden Highway, Heath Springs, SC 29058	803-416-6667	<a href="mailto:sherrin@councilonaging.org">sherrin@councilonaging.org</a>
Janet Ellis	Lancaster	2464 Douglas Rd, Lancaster, SC 29720	803-804-7723	<a href="mailto:ellisjb@dhcc.sc.gov">ellisjb@dhcc.sc.gov</a>
Kathy Sistiare	Lancaster, Antioch	1451 S. Potter Rd, Lancaster, SC 29720	803-416-7787	<a href="mailto:kathy_sistiare@chs.net">kathy_sistiare@chs.net</a>
Nathan Snow	Springs Hospital		803-286-1382	
Doug Barnes	Comporium		803-287-2900	
Scott Wille	Indian Land			
Chris Campbell	Indian Land			
Justin Ashby	Indian Land			



## 2015-2016 Committee Nominations for Clemson Study

<u>Name:</u>	<u>County Area:</u>	<u>Address:</u>	<u>Phone:</u>	<u>Email:</u>
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Rusty Carson, JRC	Indian Land, District 7	18016 Greyfield Glen, Fort Mill, SC 29707	704-322-3577 843-822-9831	rustycarson@destinationathlete.com
Board Member	Indian Land	18043 Greyfield Glen, Fort Mill, SC 29707	917-520-0187	paul@paulboyd.com
Paul Boyd	Indian Land	18037 Greyfield Glen, Fort Mill, SC 29707	704-249-7432	ikubicina@gmail.com
Jimmy Kubicina	Indian Land	2731 Avalon Lane, Lancaster, SC 29720	803-285-2045 803-320-1623	qrcr1005@gmail.com
Quinton Rogers, JRC	Lancaster, District 5			
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Phillip Starnes	Flat Creek	1533 Zion Hill Road, Lancaster, SC 29720		
Otis Lathan	Zion/Unity	737 Plantation Road, Lancaster, SC 29720		Bruce.Brumfield@foundersfcu.com
Bruce Brumfield	Lancaster	1139 Craig Avenue, Lancaster, SC 29720	803-246-3210	will@perceptionbuilders.com
Will Brice	Lancaster	2511 South Potter Road, Heath Springs, SC 29058		bfun@hh-chevy.com
Bobby Funderburk	Elgin/Heath Springs	1522 Carmel Road, Lancaster, SC 29720	803-416-3516	mimgriff63@gmail.com
Joe McGriff	Lancaster	1831 Old Sullivan Rd, Lancaster, SC 29720	803-416-3770	Mcmanus7@comporium.net
Spring McManus	Buford	4265 Rowell Road, Lancaster, SC 29720		bobby.parker@lcsdmail.net
Bobby Parker	Buford	P.O. Box 580, Lancaster, SC 29721		brad_small@firstcitizenonline.com
Brad Small	Lancaster	2509 Lazy Oak Drive, Lancaster, SC 29720		
Greg Caskey	Buford	5284 Camp Creek Road, Lancaster, SC 29720	803-246-1298	Bufordsoccer@yahoo.com
Sammy Macy	Buford	5222 Quarry Drive, Lancaster, SC 29720		pmickles14@gmail.com
Phillip Mickles	Lancaster	105 South Catawba Street, Lancaster, SC 29720	803-246-0059	blackmoninsgrp@comporium.net
Scott Blackmon	Antioch	300 South Catawba Street, Lancaster, SC 29720	803-286-6972	Gene.Moore@lcsdmail.net
Dr. Gene Moore	Indian Land	3656 Old Camden Highway, Heath Springs, SC 29058	803-416-6667	sherric@councilonaging.org
Sally Sherrin	Heath Springs	2464 Douglas Rd, Lancaster, SC 29720	803-804-7723	ellisib@dhcc.sc.gov
Janet Ellis	Lancaster	1451 S. Porter Rd, Lancaster, SC 29720	803-416-7787	kathy_sistare@chs.net
Kathy Sistare	Lancaster, Antioch		803-286-1382	
Nathan Snow	Springs Hospital			
Doug Barnes	Comporium		803-287-2900	
Scott Wille	Indian Land			
Chris Campbell	Indian Land			
Justin Ashby	Indian Land			

**Meeting Schedule for Clemson Study Committee**  
**Joint Recreation Commission for Lancaster County**  
**P.O. Box 243**  
**Lancaster, SC 29721**  
**803-285-5545**

**Contact information:**

<b>Hal Hiott, Director, LCPR</b>	<b>803-285-5545   803-288-0527</b>	<b><u><a href="mailto:hhiott@lanastercountysc.net">hhiott@lanastercountysc.net</a></u></b>
<b>Brian Trimnal, Committee Chair</b>	<b>803-2874558</b>	<b><u><a href="mailto:brian.trimnal@tmlawsc.com">brian.trimnal@tmlawsc.com</a></u></b>
<b>Katherine Walters, LCPR</b>	<b>803-285-5545   803-288-7073</b>	<b><u><a href="mailto:katherinesmall@lanastercountysc.net">katherinesmall@lanastercountysc.net</a></u></b>

**All meetings will be held at:**  
**Springdale Recreation Center in Lancaster, 260 South Plantation Rd, Lancaster, SC 29720**

**Meeting Dates:**

<b>Tuesday, August 25, 2015</b>	<b>Organizational Meeting and general information</b>	<b>6:30 pm</b>
<b>Tuesday, September 15, 2105</b>		<b>6:30 pm</b>
<b>Tuesday, September 29, 2015</b>		<b>6:30 pm</b>
<b>Tuesday, October 6, 2015</b>		<b>6:30 pm</b>
<b>Tuesday, October 27, 2015</b>	<b>Last organization meeting before Clemson Study</b>	<b>6:30 pm</b>

**Goals:**

- 1. Recruit citizens from throughout the County for public input session to be held one evening during the week of the Clemson Study. That date will be announced as soon as council approves study.**
- 2. Create Community awareness about study, possible sports complex and existing facility upgrades.**
- 3. Brain Storm and create Focus groups for Clemson to interview and meet with during study.  
3 to 4 different focus groups.**
- 4. Ideas and input for complex and upgrades.**

**Thanks for your dedication and Support!**



## Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action
Contact Person / Sponsor:	Paul Moses/ Consulting Engineer Ken Holt
Department:	Airport
Date Requested to be on Agenda:	I&R Committee – September 8, 2015 Council – September 14, 2015

### **Issue for Consideration:**

Programmatic and budgetary amendment for FAA Taxiway grant.

### **Points to Consider:**

As Council will recall we are under budget on the main taxiway resurfacing project.

The FAA has recommended that we change the PAPI (flight approach – glide path) lights at the Airport.

The current system is over 20 years old and has sustained lightning strike damage. Estimated repair costs range from best case \$21,000 to worst case \$40,000. There is no way to tell what we have until we expose buried cabling.

The cost to replace with a totally new system is \$45,000.

The FAA will not pay for repair work. If we proceed with that option the entire cost will be paid by Lancaster County. If we replace the system the FAA will pay 90% of the cost (\$40,500) under the grant as a change order. The state and Lancaster County will split the remaining \$4,500 in cost.

### **Funding and Liability Factors:**

Mentioned above – local cost would range from \$21,000 to \$40,000 for repairs and \$2,250 for a new system.

Our liability is much less with a new system versus one that could fail from past lightning strikes.

### **Council Options:**

Repair or replace under the grant.

### **Staff Recommendation:**

Replace; we have a new system with no damage and one which is not prone to further failure due to age, plus we have a more energy efficient system.

### **Committee Recommendation:**

TBD

## Agenda Item Summary

Ordinance # / Resolution#: **PDD-015-027 (AVONDALE)**  
Contact Person / Sponsor: **PENELOPE KARAGOUNIS / ALEX MOORE**  
Department: **PLANNING**  
Date Requested to be on Agenda: **SEPTEMBER 8<sup>TH</sup>, 2015 I&R MEETING**

### **Issue for Consideration:**

The proposed rezoning of ±179.35 acres from R-15P, Moderate Density Residential/Agricultural Panhandle District and B-3, General Commercial District to Planned Development District (PDD-27). The property is located between Calvin Hall Road and Harrisburg Road with in the Indian Land section of Lancaster County, SC

### **Points to Consider:**

The Lancaster County Planning Commission recommended approval of this rezoning by a vote of 6-1 on July 21<sup>st</sup>, 2015. Since this date the applicant has submitted two iterations of the plan, the first on August 3<sup>rd</sup>, 2015 in response to comments received from the Planning Commission (See Exhibit 1) and a revised version on August 25<sup>th</sup>, 2015 in response to comments received at the I&R meeting on August 11<sup>th</sup>.

### **Funding and Liability Factors:**

### **Council Options:**

The option is to approve or deny this rezoning petition.

### **Recommendation:**

The deficiencies within the Avondale PDD which remained as of August 11<sup>th</sup>, 2015 were provided to the applicant immediately following the Lancaster County I&R meeting on that same date. Planning Staff subsequently had a conference call with the applicant on Monday August 17<sup>th</sup> regarding the deficiencies dated August 11<sup>th</sup>. The resubmittal of the Avondale PDD on August 25<sup>th</sup>, 2015 has addressed some but not all of these deficiencies. As a result, Planning Staff must recommend **DENIAL** of the Avondale PDD at this time.



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

**ORDINANCE NO. 2015-1369  
(PDD – 27)**

**AN ORDINANCE**

**TO ESTABLISH THE AVONDALE MIXED USE PLANNED DEVELOPMENT DISTRICT (PDD-27); TO APPROVE THE MASTER PLAN FOR THE DEVELOPMENT OF THE PDD-27 PROPERTY; TO PROVIDE THE REGULATIONS THAT WILL APPLY TO THE DEVELOPMENT OF THE PDD-27 PROPERTY; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

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

**Avondale Mixed Use Planned Development District (PDD-27)**

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

**Section 2. Purpose; PDD-27.**

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



service uses, civic and institutional uses and open space uses organized around an integrated development concept that utilizes a series of Villages or components that support the various land uses (the "Development").

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

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

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

**Section 6. Master Plan.** The Master Plan for the Development, prepared by ESP Associates and dated August 25, 2015 (the "Master Plan"), is attached hereto as Exhibit A and incorporated into this Ordinance by reference.

**Section 7. Master Plan Amendments.**

- (a) Unless otherwise provided in this Ordinance, all amendments to the Master Plan shall be made in accordance with the UDO in effect at the time of the adoption of this Ordinance.
- (b) Development depicted on the Master Plan is intended to reflect a generalized arrangement of proposed land uses on the Property, but the exact configuration, placement or size of the individual site elements may be altered or modified within the limits prescribed by this Ordinance during the design and development and construction phases.
- (c) Subject to the terms of this Section 7 and pursuant to Section 13.12.2.5 of the UDO, a change in the proportion of housing types, lot widths or lot sizes by 15 percent or less of the approved dwelling unit count shall be considered to be a minor amendment of the Master Plan and shall be administratively approved once such change or changes are determined to be in accordance with the regulations specified herein.
- (d) A total maximum of 365 single-family detached residences may be developed within Villages D, E and F.
- (e) A maximum of 165 multi-family townhome residences may be developed in Village C.
- (f) A maximum of 200 Senior Residences (as described below) may be developed in Village B.
- (g) In lieu of the Mixed Use Senior Village proposed to be developed within Village B as described below and on the Master Plan, Developer may, at its option, develop single-

family detached residences in Village B to respond to market conditions. In such event, a maximum of 65 single-family detached residences may be developed in Village B.

- (h) No more than 33% of the lots for single-family residences may have the same lot width.
- (i) Alterations may be made to lot lines and dimensions, roadway alignments, and other configurations as necessary to implement the changes in land use authorized in this Section 7. These alterations shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.
- (j) Land use changes authorized by this section are effective upon the property owner filing with the Planning Department a document showing the change. These land use changes shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.

## **Section 8. Land Uses.**

- (a) The land uses authorized for the Development are as follows:

- (1) Village A: Civic, Institutional, Park and Recreation Uses.
  - (2) Village B may be developed with up to 200 Senior Housing/Residences/Senior Apartments. Village B will have a mixture of Senior Housing/Residences/Senior Apartments that may or may not include the following: independent living, assisted living, memory care, respite care, continuing care facilities and hospice or nursing type units and facilities. In addition to the foregoing, a Senior Day Care facility may be located within Village B. These senior uses are intended to be supported by accessory commercial, retail and service uses that will be internal to the Senior Housing/Residences/Senior Apartments facilities. These accessory commercial, retail and service uses may include one or more of the following based on market conditions and operator/user programming preferences: Beauty Shop, Barber Shop, Ice Cream Shop, Coffee Shop, Ancillary food services, Newsstand, Pharmacy, Eye Care Shop, Doctor's Office, Dental Office and Fitness, Workout and/or Exercise Club Room areas. These accessory commercial, retail and service uses shall be allowed administratively as a use by right within Village B of PDD-27 and shall not require an amendment to the PDD zoning or a variance, change of use permit or special use permit to initiate occupancy from a zoning standpoint, only a building permit. These commercial, retail and service uses are intended to serve the individuals living in the senior community or the patrons enrolled in the Senior Day Care facility.
  - (3) Village C: Multi-Family Townhome Residences.
  - (4) Villages D, E and F: Single-Family Detached Residences.
- (b) As noted above in subparagraph 8(a)(2), commercial, retail and service uses that are accessory to the senior uses may be located in Village B. These accessory commercial, retail and service uses may be comprised of any land use allowed in the Table of



Permissible Uses in the UDO for the commercial land use district designation unless otherwise provided in this Ordinance.

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

- (1) Adult entertainment;
- (2) Auto business, etc.;
- (3) Automobile wrecking and/or junk salvage yard;
- (4) Commercial kennels;
- (5) Industrial mining;
- (6) Livestock auction house;
- (7) Lumber and/or building materials dealer;
- (8) Manufactured home type units;
- (9) Modular housing;
- (10) Motorized race and testing track;
- (11) Pistol, rifle, skeet range or turkey shoot;
- (12) Private or commercial horse stables;
- (13) Rooming and boarding houses;
- (14) Agricultural; and
- (15) Solid waste disposal and recycling station.

(d) In lieu of the Mixed Use Senior Village proposed to be developed within Village B as described herein and on the Master Plan, Developer may, at its option, develop single-family detached residences in Village B to respond to market conditions. In such event, a maximum of 65 single family detached residences may be developed in Village B.

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

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

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

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

Attached Housing - A single dwelling unit attached to another dwelling unit on one or more sides.

Civic Use - Police stations, libraries, daycare facilities, fire stations, emergency medical service stations, meeting halls, recreational facilities, government buildings, museums, schools,

performing arts centers, religious buildings, picnic areas, recreation centers, water towers, public parks or any other cultural, civic or social use.

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

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

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

Density – The amount of residential development permitted on a given parcel of land, typically measured in dwelling units per acre (total residential units/total development land area) as specified and described in the UDO.

Dependent Living Facility - Nursing homes, rest homes and homes for the aged which are designed for persons who need a wide range of health and support services located on the site, such as medical and nursing care, central dining, and transportation services. Residents are generally housed in apartment style units.

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

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

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

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

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

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

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

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

Multi-Family Housing – Attached housing containing two or more dwelling units on a single lot. Multi-family housing may include but not be limited to the following: quadraplexes, townhouses, apartments, and condominiums.

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

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



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

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

Residential - Any residential land use permitted in the UDO.

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

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

Retirement Community - Senior living facility that offers group dining services, basic housekeeping and laundry services, transportation to appointments and errands, activities, social programs, and access to exercise equipment. Typically supported by emergency live-in managers, management agency offices, and support amenities like pools, spas, clubhouses, and on-site beauty and barber salons, etc.

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

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

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

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

## **Section 10. Development Regulations.**

- (a) Unless otherwise provided in this Ordinance or the Development Agreement, the development of the Property must comply with the UDO. To the extent that the Development Agreement contains zoning and development standards that are in conflict with any provision of this Ordinance or the UDO, the zoning and development standards set out in the Development Agreement shall control the development of the Property and supersede the provisions of this Ordinance and the UDO. To the extent that this Ordinance contains zoning and development standards that are in conflict with any provision or provisions of the UDO, including, without limitation, Section 13.12 of the UDO, the zoning and development standards set out in this Ordinance shall control the development of the Property and supersede the UDO provisions. Zoning and development standards shall include, without limitation, minimum lot width, minimum lot size, setback and yard requirements, maximum building height, buffers and open space requirements.
- (b) Notwithstanding the applicable provisions of the UDO, the following development regulations shall apply to the development of the Property:

- (1) Block and Roadway Configuration - Block lengths, block widths, and cul-de-sacs may vary, provided that they do not exceed 1,000 feet and adequate fire protection criteria is maintained.
- (2) Sidewalks and Public Crosswalks -- Connectivity shall be provided through the use of sidewalks to link various areas of the Property. Sidewalks will be provided on one side of the secondary streets and along both sides of all collector roads in the development and the entrance road.
- (3) Driveways - No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the residential or commercial areas from Harrisburg Road, Calvin Hall Road and other external surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT").
- (4) Buffers - Buffers and setbacks for the perimeter of the Development shall be in accordance with Section 13.12 of the UDO unless otherwise specifically provided in this Ordinance. A 30 foot wide perimeter buffer meeting the requirements of Section 12.9 of the UDO shall be provided along those portions of the exterior boundaries of Village B that abut public roads as depicted on the Master Plan, and a 50 foot wide perimeter buffer meeting the requirements of Section 12.9 of the UDO shall be provided along those portions of the exterior boundaries of Village B that abut residential land uses as depicted on the Master Plan.
- (5) Parking - Parking shall be provided in accordance with Section 17 of this Ordinance. Parking may be shared for uses located within Villages A and B provided that fully executed and recorded cross access agreements and shared parking agreements are provided to the Lancaster County Planning Department.
- (6) Open Space Requirements - For purposes of applying Section 17.1(2)(b)(i) of the UDO to the Development, the narrow strip of common area must be at least twenty-five feet (25') in width.
- (7) Open Space Requirements - For purposes of applying Section 17.1(2)(a) of the UDO to the Development, sidewalk and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the Development's Open Space calculations.
- (8) Floodway Restrictions - In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.
- (9) Floodplain Restrictions -- In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank area unless certification with supporting



technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

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

### **Section 11. Density/Intensity.**

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

<u>Land Use</u>	<u>Density/Intensity</u>	<u>Total Number of Acres/Units/ Facilities</u>
Single-Family Detached - Villages D, E and F	Up to 3.5 Dwelling Units/ Acre, On Average	Up to 365 Total Single-Family Detached Residences
Multi-Family Townhomes - Village C	Up to 6.6 Dwelling Units/ Acre, On Average	Up to 165 Total Multi-Family Townhome Residences
Senior Mixed Use - Village B		
Senior Residences/Apartments	Up to 8.0 Dwelling Units/Acre	Up to 200 Total Dwelling Units
Senior Housing		
Senior Daycare	N/A	Up to 6000 sq. feet of gross floor area
Commercial/Retail/Service in support of Senior Uses		Up to 15,000 sq. feet of gross floor area

(b) In lieu of the Mixed Use Senior Village proposed to be developed within Village B as described herein and on the Master Plan, Developer may, at its option, develop single-family detached residences in Village B to respond to market conditions. In such event, a maximum of 65 single family detached residences may be developed in Village B.

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

(d)(1) Developer may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or units from any Village within the Property to any other Village within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building

area) allocated to a Village by an Assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Village, the unused density shall revert to the Developer for allocation to any other Village.

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

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

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

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

(b) Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area.



- (c) HVAC equipment may encroach up to 2' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes to prevent HVAC units being located next to each other.
- (d) Setbacks along a private road within any residential/ multifamily use shall be measured from the back of curb and shall satisfy fire access and emergency management vehicular requirements.

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

<b>Land Use</b>	<b>Maximum Building Height</b>
Single-Family Detached - Villages D, E and F	35'
Multi-Family Townhome - Village C	50'
Senior Mixed Use - Village B	50'
Civic/Institutional/Park and Recreation Uses	N/A

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

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

<b>Land Use</b>	<b>Minimum Lot Size*</b>
Single-Family Detached - Villages D, E and F	6,500 sq. feet
Multi-Family Townhome - Village C	1,000 sq. feet
Senior Mixed Use – Village B	
Commercial/Retail/Service in support of Senior Uses	Up to 15,000 square feet of gross floor area
Senior Day Care	Up to 6,000 square feet of gross floor area
Civic/Institutional/Park and Recreation Uses	No Minimum Lot Size

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

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

<b>Land Use</b>	<b>Minimum Lot Width</b>
Single-Family Detached - Villages D, E and F	55' front loaded type lots
Senior Mixed Use - Village B	100'
Multi-Family Townhome - Village C	22'
Civic/Institutional/Park and Recreation Uses	No Minimum

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

**Section 17. Buffers.**

- (a) A perimeter buffer is not required where the uses are adjacent to an existing or proposed road. The external border of the proposed PDD that is not adjacent to an existing or proposed road must be buffered by a minimum 40 foot wide buffer. Where steep topography is present or pedestrian/vehicular access, utility easements, or sidewalks are needed, grading will be allowed in these buffers. The buffer yards are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines, sidewalks and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings will be installed by the Developer. If the proposed use is adjacent to a similar use, on an adjacent tract, or adjacent to similar zoning or a parcel providing its own required buffer due to zoning or land use requirements for that use, this perimeter buffer may be removed with the approval of the Zoning Administrator.
- (b) If the Developer can demonstrate to the Zoning Administrator that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Zoning Administrator shall waive the buffer requirements for that site.
- (c) A 50 foot wide buffer shall be established along the boundary line of the PDD (Lancaster County Tax Map Number 0005-00-018.00) that is adjacent to a portion of Lancaster County Tax Map Number 0005-00-077.00 as depicted on the Master Plan, and a 50 foot wide buffer shall be established along the boundary line of the PDD adjacent to property owned by Glen Laurel Homeowners Association (Lancaster County Tax Map Number 0005H-OC-001.01), as depicted on the Master Plan.

**Section 18. Parking.**

- (a) All uses within the PDD may utilize on street parking to meet the requirements of Section 11.2 of the UDO. If parking is allowed on any road within this Development regardless of which section it is allowed in, the road must be wide enough to allow the parking of



vehicles on the street and the travel width of the road must be at least 24 feet excluding the parking areas. Multi-level parking garages are an allowed use in Village B of the PDD.

- (b) For commercial, retail or service uses located within the Senior Mixed Use Village B, no additional parking is required since these uses are only intended for use by the senior residents.

#### **Section 19. Roadways and Traffic.**

- (a) The number, location and alignment of the internal roadways shown on the Master Plan may be modified, provided that they are constructed in conformance with the roadway design and construction standards set forth in this section.
- (b) All internal roadways shall be built to the County's construction standards set forth in the UDO and Chapter 26 of the Lancaster County Code, except as otherwise specified in subparagraphs (c) through (e) of this section.
- (c) Any portion of the Property may have private roads.
- (d) All internal roads will be constructed with curb and gutter.
- (e) All internal roadways will be constructed in accordance with the following minimum standards:

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

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

#### **Section 20. Street Lighting.**

- (a) Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the requirements of this section and the UDO.
- (b) All community street lighting within each Village shall be of uniform design and all lighting throughout the Property shall be complementary.

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

**Section 21.**     **Model Homes and Other Buildings.** Within the boundaries of tax parcels 0005-00-093.05, 0005-00-078.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01, and a portion of 0005-00-074.03, prior to the installation of water and sewer for the Development or any of its components, the Developer at any given time may be issued not more than eleven (11) building permits of which ten (10) may be for model single family residences for sale ("Model Homes") and one (1) for a sales office. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided that the Model Homes shall be connected to central water and sewer services as soon as the central services are available. Prior to issuing the building permits for the Model Homes, the Developer shall provide the County with proof of applicable approvals by other governmental entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, the Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. A certificate of occupancy for the Model Homes shall not be issued until the Model Homes are connected to central water and sewer services and must meet otherwise applicable requirements. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

**Section 22.**     **Mass Grading and Timber Harvesting.** The Developer may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided that the Developer complies with section 12.11 of the UDO.

**Section 23.**     **Open Space.** Storm water detention facilities and project buffers may be included as Open Space provided that these areas meet the requirements of Section 13.12.1.11(b)(ii)(A)(1)-(4) of the UDO.

**Section 24.**     **Density.** Storm water detention facilities, creeks, streams, wetland areas and tree save/preservation areas, along with internal open space areas, pocket parks and perimeter buffers that do not front along public roadways can be utilized to calculate density. Additionally, the land area of Village A, which shall be devoted to civic/institutional/park and recreation uses, shall be utilized and considered when calculating the overall permitted density of the entire Development.

**Section 25.**     **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 26. UDO.** Any reference to the UDO set out in this Ordinance shall be deemed to refer to the requirements of the UDO in effect as of the effective date of this Ordinance.

**Section 27. Controlling Ordinance.** Except as otherwise provided in Section 10(a) of this Ordinance, to the extent this Ordinance contains provisions that conflict with provisions contained in the Lancaster County Code or other County ordinances, resolutions, policies, procedures and actions, the provisions contained in this Ordinance shall supersede all other such provisions and this Ordinance is controlling.

**Section 28. Effective Date.** This Ordinance is effective upon third reading, provided, however, the rezoning of the Property to Planned Development District provided for in Section 5 of this ordinance is effective when Sinacori Builders, LLC, delivers to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity. If Sinacori Builders, LLC, or a Sinacori Related Entity has not delivered to the County Administrator recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity by 5:00 p.m., Friday, April 29, 2016 then the rezoning of the Property to Planned Development District provided for in Section 5 of this Ordinance shall not become effective. As used in this section, 'Sinacori Related Entity' means (i) an entity that is owned or controlled by Sinacori Builders, LLC, a North Carolina limited liability company, or is owned or controlled by an entity that owns at least a fifty percent (50%) membership interest in Sinacori Builders, LLC; and/or (ii) any entity that is the successor in interest to Sinacori Builders, LLC via merger or operation of law.

And it is so ordained this \_\_\_\_ day of \_\_\_\_\_, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

1<sup>st</sup> reading:  
2nd reading:  
3rd reading:

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

**Avondale Site**

**Planned Development District (PDD-27)**

**Master Plan**

See attached.

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<b>STATE OF SOUTH CAROLINA</b>	)	<b>DEVELOPMENT AGREEMENT</b>
	)	
<b>COUNTY OF LANCASTER</b>	)	<b>AVONDALE DEVELOPMENT</b>

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the \_\_ day of October, 2015 ("Agreement Date"), by and between **SINACORI BUILDERS, LLC** ("Developer"), a North Carolina limited liability company, and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

### **RECITALS**

**WHEREAS**, Developer has obtained the right to acquire certain real property consisting of approximately 179.35 acres, more or less, located between Calvin Hall Road and Harrisburg Road in the Indian Land section of the County and known as the Avondale development.

**WHEREAS**, Developer has submitted an application to the County requesting that the property comprising the Avondale development be rezoned to Planned Development District.

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

**WHEREAS**, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be appropriately zoned for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

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

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

## **ARTICLE I**

### **GENERAL**

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

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

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

(2) “Agreement” means this Development Agreement.

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

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

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

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

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

(7) Reserved.

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

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



(10) “Ordinance No. 2015-1369” or “PDD-27” means Ordinance No. 2015-1369 of the County zoning the Property Planned Development District.

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

(12) “Parties” means County and Developer.

(13) Reserved.

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

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

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

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

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

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

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

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

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in PDD-27 apply and if no specific standard is contained in PDD-27, then the standards contained in the UDO apply.

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2015-1370 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2015-1370 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

**Section 2.02. Representations and Warranties of Developer.** (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred and seventy-seven (177) acres.

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

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

## ARTICLE III

### DEVELOPMENT RIGHTS

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

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



(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in PDD-27, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

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

(E)(1) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in PDD-27 and the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV

### DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

**Section 4.01A. School Payments.** Developer agrees to pay to the County for the benefit of the Lancaster County School District THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$365,000.00) upon the earlier of either February 1, 2017 or the closing on the sale of any portion of the Avondale development to an individual or entity other than a Sinacori Related Entity (the “School Payment”). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

**Section 4.01B. Funds for Public Safety.** Developer agrees to pay County SEVEN HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$730,000.00) upon the earlier of either February 1, 2017, or the closing on the sale of any portion of the Avondale development to an individual or entity other than a Sinacori Related Entity (the “Public Safety Payment”). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council. As used in this section, “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

**Section 4.01C. Dedication of Institutional Land.** Developer shall dedicate four (4) acres of land identified on the Master Plan, in Village A, as a flex public civic/institutional/park and 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 Institutional Land is intended to be developed by the County or its designee as a public civic/institutional/park and recreation site and is being provided by Developer in lieu of providing commercial development as provided in Section 13.12.1.11.d\* of the UDO. County and Developer acknowledge that whether the Institutional Land is ultimately 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 develop the Institutional Land is a discretionary decision for County Council. If it is determined that the Institutional Land will be conveyed to the County, then Developer agrees that the property will be conveyed free of any encumbrances and by way of 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.

**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, 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 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 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 (6<sup>th</sup>) Judicial Circuit of the State of South Carolina.

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

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

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

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Friday, April 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.



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

WITNESSES:

DEVELOPER:

SINACORI BUILDERS, LLC,  
a North Carolina Limited Liability Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

PROBATE

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

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

Seal

SWORN to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015.

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

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

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    )  
  )  
COUNTY OF LANCASTER        )

PROBATE

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

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

Seal

SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
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**

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

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