

Lancaster County Council Workshop and Regular Meeting Agenda

Monday, March 21, 2016

County Administration Building, County Council Chambers
101 N. Main Street
Lancaster, SC 29720

1. **Call Workshop to Order – Chairman Bob Bundy**

5:00 p.m.

- Unified Development Ordinance (UDO) rewrite – *Kara Drane of Catawba Regional Council of Governments and Penelope Karagounis, Planning Director*

2. **Call Regular Meeting to Order – Chairman Bob Bundy**

6:30 p.m.

3. **Welcome and Recognition – Chairman Bob Bundy**

4. **Pledge of Allegiance and Invocation – Council Member Larry McCullough**

5. **Approval of the agenda** *[deletions and additions of non-substantive matter]*

6. **Special Presentations**

- Lindsay Pettus Greenway – *Sherri Gregory*
- Thumbs Up presentations – *Chairman Bob Bundy*

7. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*

8. **Consent Agenda**

a. **2nd Reading of Ordinance 2016-1392 rezoning of three parcels by application of Haile Gold Mine, Inc.**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone properties of Haile Gold Mine Inc. The first property is located on Gold Mine Highway ± 1,030 feet north of the intersection of Snowy Owl Road in Lancaster County, SC. The second property is located on Snowy Owl Road ± 1,100 feet east of the intersection of Gold Mine Highway in Lancaster County, SC. The third property is located on Haile Gold Mine Road ± 9,100 feet east of the intersection of Gold Mine Highway in Lancaster County, SC. All three properties to be rezoned from R-45A, Rural Residential/Intense Agriculture District to M, Mining District; and to provide for other matters related thereto. **Planning Commission recommended approval 7-0. Passed 7-0 at the March 14, 2016 Council Meeting.**
Penelope Karagounis – pgs. 3-4

9. Discussion and Action Items

a. Committee Reports

- *Public Safety – Committee Chairman Steve Harper*
- *Economic Development Structural Committee – Chairman Bob Bundy*
- *I&R Committee – Committee Chairman Larry Honeycutt*
- *Administration Committee – Committee Chairman Brian Carnes*

b. Potential annexation of overflow parking for Springdale Recreation into the City of Lancaster. (Favorable – I&R Committee) *Steve Willis and Hal Hiott – pgs. 5-7*

c. Sheriff's Grants through Department of Homeland Security. (Favorable – Public Safety Committee) *Sheriff Faile – pgs. 8*

d. Fire Commission Grants. (Favorable – Public Safety Committee) *Steve Willis – pg. 9*

e. Ansley Park discussion. *Council Members Jack Estridge and Brian Carnes – pgs. 10-62*

10. Status of items tabled, recommitted, deferred or held

- Resolution 0911-R2016 regarding the use of funds from the sale of 3888 Chester Highway - *deferred at the 2-22-16 meeting*

11. Miscellaneous Reports and Correspondence – pgs. 63

a. Time Warner Cable

12. Citizens Comments *[if Council delays until end of meeting]*

13. Calendar of Events – pg.64

14. Adjournment

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

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1392

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTIES OF HAILE GOLD MINE INC. THE FIRST PROPERTY IS LOCATED ON GOLD MINE HIGHWAY ± 1,030 FEET NORTH OF THE INTERSECTION OF SNOWY OWL ROAD IN LANCASTER COUNTY, SC. THE SECOND PROPERTY IS LOCATED ON SNOWY OWL ROAD ± 1,100 FEET EAST OF THE INTERSECTION OF GOLD MINE HIGHWAY IN LANCASTER COUNTY, SC. THE THIRD PROPERTY IS LOCATED ON HAILE GOLD MINE ROAD ± 9,100 FEET EAST OF THE INTERSECTION OF GOLD MINE HIGHWAY IN LANCASTER COUNTY, SC. ALL THREE PROPERTIES TO BE REZONED FROM R-45A, RURAL RESIDENTIAL/INTENSE AGRICULTURE DISTRICT TO M, MINING DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Haile Gold Mine, Inc. applied to rezone three (3) properties. The first property is located ± 1,030 feet north of the intersection of Snowy Owl Road in Lancaster County, SC, the second property is located ± 1,100 feet east of the intersection of Gold Mine Highway in Lancaster County, SC, and the third property is located on Haile Gold Mine Road ± 9,100 feet east of the intersection of Gold Mine Highway in Lancaster County, SC from R-45A, Rural Residential/Intense Agriculture District, to M, Mining District.

(b) On February 16, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-45A, Rural Residential/Intense Agriculture District to M, Mining District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0136-00-001.00, 0136-00-036.03, 0140-00-023.00.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 11th day of April, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 3-14-16	Passed 7-0
Second Reading: 3-21-16	Tentative
Third Reading: 4-11-16	Tentative

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Hal Hiott/ Steve Willis
Department:	Parks and Recreation/ Administration
Date Requested to be on Agenda:	March 2016 I&R Committee meeting March 21, 2016 County Council meeting

Issue for Consideration:

Potential annexation of parcel 0082C-0A-001.06 into the City of Lancaster. (*map attached*)

Points to Consider:

This parcel is owned by Lancaster County. It is used for overflow parking for Springdale Recreation Center.

This parcel is not inside the city limits. This was discovered as we were looking at combining parcels as part of our insurance review of buildings and land.

The Assessor's Office could not combine this with parcel 0082C-0A-001.00 (the main parcel of Springdale Park for the building) as that parcel is inside the city limits.

There is no cost differential as we do not pay taxes. The land is vacant and is only used for parking.

The only advantage to annexation is that if there was a bump up in the main parking lot the City Police could be right there to work the accident. If the same happens in the overflow parking lot the drivers would have to wait for a Highway Patrolman to come work the accident as it is not inside the city limits.

Funding and Liability Factors:

N/A – we do not pay property taxes.

Council Options:

Authorize annexation to begin or leave the parcel as it is. If Council approves of the I&R Committee and Parks and Recreation Commission recommendation the following motion would be in order:

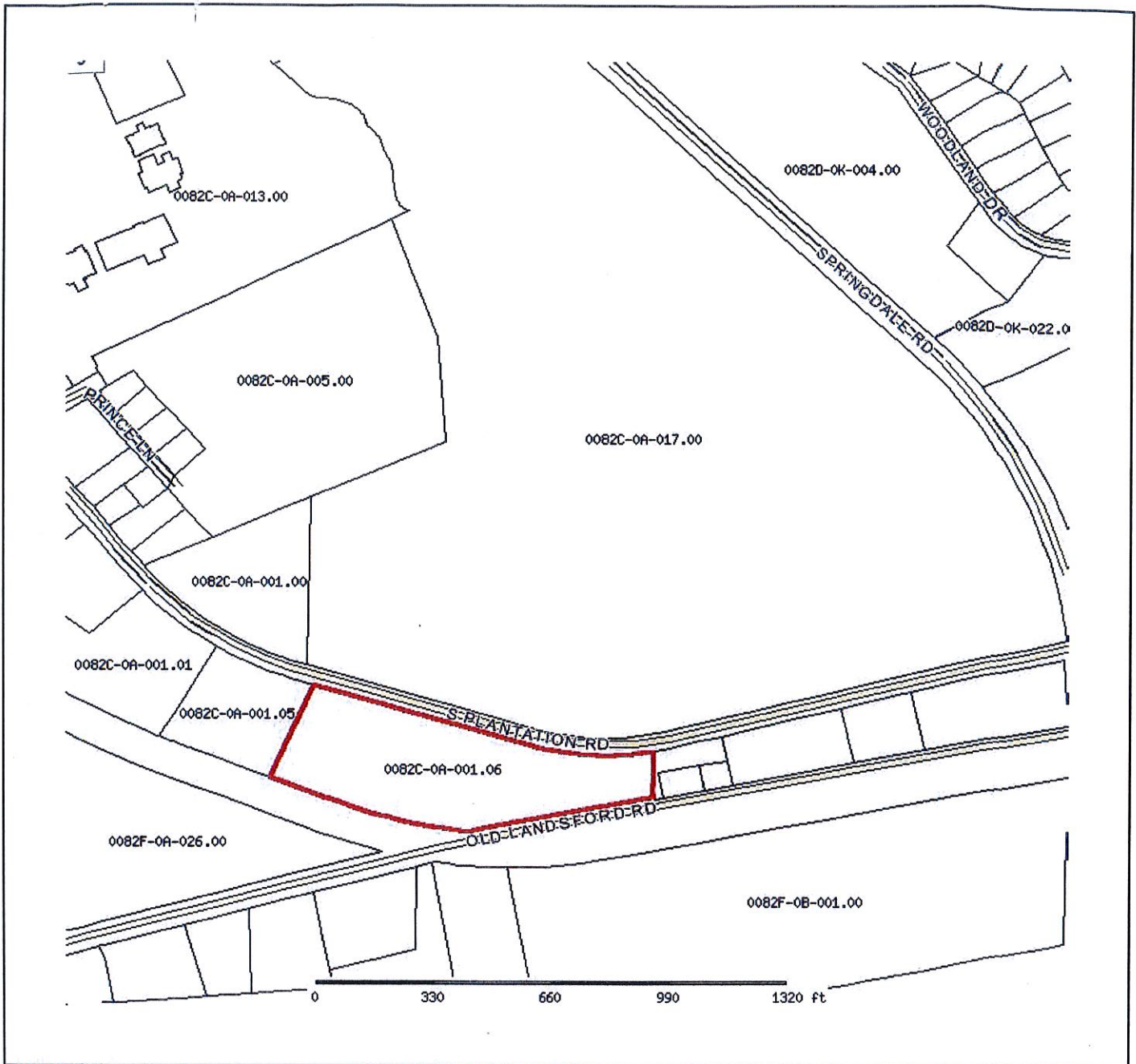
MOTION: That the County Administrator be authorized to submit an annexation petition to the City of Lancaster in regards to parcel # 0082C-0A-001.06.

Staff Recommendation:

Authorize annexation.

Committee Recommendation:

Authorize annexation.



Lancaster County Assessor			
Parcel: 0082C-0A-001.06 Acres: 6			
Name:	LANCASTER COUNTY	Land Value	\$36,800.00
Site:	S PLANTATION RD	Improvement Valt	\$0.00
Sale:	\$\$1 on 04-2000 Vacant= Qual=1	Accessory Value	\$0.00
Mail:	PO BOX 1809	Total Value	\$36,800.00
	LANCASTER, SC 29721-0000		



The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LANCASTER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 03/01/16 : 14:50:16



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Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Information
Contact Person / Sponsor:	Barry Faile
Department:	Sheriff
Date Requested to be on Agenda:	March 2016 Public Safety Committee March 21, 2016 County Council meeting

Issue for Consideration:

Sheriff grants through Department of Homeland Security.

Points to Consider:

These are 100% grants with no local match. All items are capital expenditure. The only recurring expenses would be for fuel and maintenance on the vehicle. This will be covered in the Sheriff's annual operating budget.

Items include:

Thermal Image Camera	\$15,000.00
Emergency Rescue Vehicle (MedEvac)	\$300,000.000
Dual Band Handheld radios (15)	\$108,530.00
Radio Charging Base w/ Recondition	\$3,700.00

Funding and Liability Factors:

None – 100% grant funding.

Council Options:

This is information only.

Staff Recommendation:

N/A; this is within the Sheriff's discretion. I do commend him for utilizing federal grant funds for equipment rather than requesting local tax dollars.

Committee Recommendation:

This is information only but the Committee approved of the grants.

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Darren Player

Department: Fire Commission

Date Requested to be on Agenda: March 15, 2016, Public Safety Committee ; Council March 21, 2016

Issue for Consideration: Grant applications filed by Fire Departments under the Assistance to Firefighters Grant Program. The Fire Commission requests County Council budget for and provide the 5% match for successful grants awarded by FEMA on grants submitted by individual fire departments within the county. All grant applications are part of the overarching goals of the Fire Commission and within the allowed equipment purchases. The Fire Commission voted unanimously on March 3rd to forward these applications to the Public Safety Committee requesting it forward the match requests to full Council with a positive recommendation.

Points to Consider: County Council provided funding, as in past years, from the budget, for the five percent match required for any successful grant application(s). Charted below is a list of grant applications with the amount of 5% match required should the grant be awarded.

Funding and Liability Factors: Total funding needed if all grants were awarded is \$44,783.00. This represents a match of 5%.

Council Options: Council may choose to fund a budget amount coving the possible total or Council can consider each grant if it is awarded. Council could also choose not to fund any match amount.

Recommendation: The Fire Commission voted unanimously to request the 5% match be provide on all grants that could be awarded. Staff recommendation is also that Council fund the 5% match.

FD Name	Grant Number	Description	Total Amount	Federal Share	Local Match
				95%	5%
Heath Springs	EMW-2015-FO-01381	Firefighting Equipment	\$20,163.00	\$19,203.00	\$960.00
Heath Springs	EMW-2015-FO-00118	Regional Radio (Stations: 9, 15, 7)	\$163,809.00	\$156,009.00	\$7,800.00
Indian Land	EMW-2015-FO-03974	Firefighting Equipment	\$24,900.00	\$23,715.00	\$1,185.00
Kershaw	EMW-2015-FV-01352	Firefighting Vehicle (Rescue)	\$300,000.00	\$285,715.00	\$14,285.00
McDonald Greene	EMW-2015-FO-00143	Regional Radio (Stations: 2, 8, 12)	\$116,005.00	\$110,481.00	\$5,524.00
Rich Hill	EWM-2015-FO-05539	Firefighting Equipment	\$24,996.00	\$23,806.00	\$1,190.00
Tradesville	EMW-2015-FV-02473	Firefighting Vehicle (Tanker)	\$290,626.00	\$276,787.00	\$13,839.00
TOTAL			\$940,499.00	\$895,716.00	\$44,783.00

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OF COURT

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

Cambridge Homes
Ansley Park-Single Family
District, PDD-21
Development Ordinance # 650

CITY OF COURT
LANCASTER, SC

I. PURPOSE, AUTHORITY & JURISDICTION

1.1 Purpose

The purpose of the Ansley Park Development Ordinance ("Ordinance") is to establish certain 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 the future residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to ever changing market conditions and to permit the use of evolving innovative development techniques for the protection of the natural environment and the quality of life of future residents.

1.2 Authority

Sections of the South Carolina Local Government Code ("Code") and Lancaster County's Ordinances provide the legal authority for the County and a property owner to enter into an agreement that (i) governs the creation, development, and existence of certain property, and (ii) establishes the rights and obligations of the property owner and the County with respect to the development of the property. Additionally, legal authority for such an agreement is derived from common law. The Code and the ordinances also provide the legal authority for the creation, adoption and enforcement of this Development Ordinance.

1.3 Jurisdiction

This Ordinance shall govern development of the Six Mile Creek ("Property") identified on the Master Site Plan for Ansley Park attached here to, which consists of approximately 190.87 acres more or less.

2. THE MASTER SITE PLAN

The Master Site Plan proposes a residential community with an overall gross density of up to 3.5 dwelling units per acre. The community will be a mixed-use master planned residential community with non-residential and commercial components. The community may include up to 550 for-sale residential dwelling units, of which 130 shall be Single Family attached type units.

- The single-family residential components may utilize a variety of lot sizes and configurations and varying densities within the separate development tracts as long as the overall gross maximum density is maintained.
- A minimum of 130 Single Family Attached for sale units shall be located in the vicinity of Hwy 521 (Charlotte Highway), west of Six Mile Creek.

- A minimum of (20%) common open space shall be provided
- A non-residential component shall be provided in the eastern portion of the site at the entrance from Highway 521.
- Area, along Six Mile Creek may be utilized by the county for a greenway trail if desired.

The Master Plan shall serve as the official map, showing the locations of all land use designations and the boundaries of such areas. The Master Plan is incorporated herein by reference. All development shall comply with the Master Plan as well as the provisions of this ordinance as established and as they may be amended under Section 7.

Cambridge Homes – Ansley Park (PDD-21) may be expanded with additional acreage and / or land uses subject to the provisions stipulated herein.

3. REGULATIONS

3.1 Applicable Regulations

Except for the following described and specific exclusions, and except to the extent an express waiver or variance is set out in this Ordinance or subsequent amendments to the Ordinance, all development shall comply with the Unified Development Ordinance, as it exists and is currently in effect as of the date of adoption of this Ordinance (PDD-21). The provisions of the Unified Development Ordinance applicable to the Property under this Section shall be referred to in this Ordinance as the Applicable Regulations. If there is a conflict between the express provisions of this Ordinance and the Applicable Regulations, the provisions of this Ordinance are intended to be controlling and shall supersede the inconsistent Applicable Regulations.

Buildings constructed within the Property shall be constructed in accordance with uniform building codes adopted by the County and their respective local amendments, as those uniform building codes may exist and be uniformly enforced Countywide at the time plans for buildings are submitted to the County for review.

With the exception of the International Building Code (IBC), the Uniform Building Code or any other State delegated programs, ordinances or authorizations that the County has agreed to enforce on behalf of the State of South Carolina, the Property shall not be subject to any future planned development ordinances adopted by the County. Furthermore, no other ordinance, code provision, regulation, or rule adopted and enforced by the County, relating to development and zoning shall be applicable to the development of all or any part of the property unless expressly made applicable by this Ordinance, as specified herein or by written consent of the Property Owner with jurisdiction over an area of the property affected by the ordinance, code provision, regulation, or rule.

3.2 Amendments to the Applicable Regulations

One or more amendments to the Applicable Regulations may be appropriate to facilitate planned developments of large acreage tracts such as the Property. If such a determination is made by the County, the County shall adopt such an ordinance considering input from the Property Owner as to the appropriate characteristics of such

an ordinance. The Property Owner may elect, at its sole and exclusive option, by written notice to County to subject some or all of the Property to all, or any one or more, future amendments or revisions to, or restatements or substitutions of, the Applicable Regulations.

3.3 Permits

Permits and approvals required from governmental agencies for any development permitted by this Ordinance shall be obtained. The property shall not be substantially altered through excavation, construction of substantial structures or other activities that result in substantial changes prior to the issuance of such permits and approvals.

3.4 Fees

Any fees due to the County under the Applicable Regulations in connection with any application required by or requested in accordance with this Ordinance shall be paid to the County. The fees shall be the fees generally charged by the County for similar applications filed with the County, as adopted by ordinance of uniform application throughout the County. Fees shall be paid upon submission of a signed application or notice of appeal.

3.5 Permitted Uses

The uses permitted shall be those identified in Section 10 of this Ordinance.

4. ADMINISTRATIVE BODIES

4.1 Building and Zoning Department of Lancaster County

The Building and Zoning Department shall have the authority to administer and enforce all of the provisions of this Ordinance pertaining to zoning under the provisions of Section 7.1.1 of the Unified Development Ordinance and as applicable, Chapters 7 and 9 of the Code of Ordinances.

4.2 Joint Planning Department of Lancaster County

The Joint Planning Department shall have the authority to administer and enforce all of the provisions of this Ordinance pertaining to land development and subdivisions of land under the provisions of Section 7.1.2 of the Unified Development Ordinance.

5. DEVELOPMENT APPROVAL

All requests and procedures for development approval shall be in conformance with Chapter 20 of the Unified Development Ordinance unless otherwise specified herein. The permit issuing authority may require more information or accept as sufficient less information according to the circumstances of the particular case.

6. WAIVERS, VARIANCES AND APPEALS

6.1 Waivers & Variances from Applicable Regulations

Lancaster County Ordinances and State of South Carolina Statutes provide that the County may modify any requirement imposed by the County's Unified Development Ordinance or any other ordinance. The following waivers and variances from the County's Unified Development Ordinance and /or Subdivision Ordinance are approved and granted by the County:

- (a) Access of Lots - For the purposes of the development of this Property, a variance is granted from the County's Unified Development Ordinance and/or Subdivision Ordinance requiring each lot in a subdivision within the Property to abut either a dedicated public street or a private street.
- (b) Lot Line, access to lots and flag lots- for the purposes of the development of this property, a variance is granted from the County's Unified Development Ordinance to allow variation in the configuration of the lots and the width of each lot's minimum street frontage due to the site's topography and water features
- (c) Block and Roadway Configuration - A variance is granted from the County's Unified Development Ordinance to permit cul-de-sac roads as well as varying block lengths and widths, without any further approval from the County. A variance shall be granted from the minimum and maximum cul-de-sac length standards to allow cul-de-sacs of at least a minimum of 50 feet up to a maximum of 2000 feet provided that adequate fire protection criteria is maintained (e.g. required fire hydrant spacing).
- (d) Driveways - A variance is granted from the County's Unified Development Ordinance and /or Subdivision Ordinance to allow the unrestricted location of driveways for residential and non-residential uses provided that they satisfy SCDOT permitting criteria. However, in no event will there be more than two (2) access points from the site to Highway 521.
- (e) Sidewalks and Public Crosswalks – Connectivity will be provided through the use of sidewalks to link the various areas of the site. A variance shall be granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to permit deletion of sidewalks on cul-de-sac streets only within the radial bulb area of the cul-de-sac. Sidewalks of at least four feet in width will be provided on both sides of all collector and through streets and on one side of minor streets.
- (f) Waterbodies and Watercourses- The water bodies within the site shall at the developer's discretion, be owned and maintained by the developer and/or the Homeowners Association rather than the owners of the adjacent lots. The petitioner retains the right to deed ownership and maintenance responsibility of all, or some of the water bodies to the Catawba Land Trust.
- (g) Buffers – A variance is granted from the County's Unified Development Ordinance and /or Subdivision Ordinance to reduce or eliminate buffers between

the projects various land uses that abut one another both within the development and around the perimeter.

- h) **Parking** – Parking and loading and other requirements for each permitted use and platted lot will comply with the parking requirements of the Lancaster County Zoning Ordinance subject to the petitioner's ability to include parking spaces located within units with garages as eligible spaces meeting said requirements.
- i) **Parking** – A variance is granted from the minimum parking space requirements within the County Unified Development Ordinance and /or Subdivision Ordinance for the high volume traffic no outdoor storage permitted standard of one (1) space per 150 square feet of gross floor area and the high volume traffic outdoor storage permitted standard of one (1) space per 200 square feet of gross floor area to allowing a minimum of one (1) space per 400 square feet of gross floor area for either type of land use.
- j) **Parking** – A second parking space standards variance is granted to eliminate any additional parking requirements or additional potentially unnecessary standards for restaurants, which require parking based on proposed seating. This is requested based on an acknowledgement that the site will share parking based on the proposed mixture of uses that will be oriented towards serving the overall development with a mixture of "neighborhood service type" uses. Pedestrian scale development and full pedestrian access to the commercial village is perceived as a basis to further limit a typical B-3 parking standard for this type of development. Parking space standards for restaurants will be based on a minimum of one (1) space per 400 square feet of gross floor area since parking space areas will be shared between proposed land uses in the proposed 9.0 +/- acre commercial area.

Note: Parking space variances will not reduce or compromise the following requirements

- 1. **Parking Accessibility standards** - Standards for handicapped accessible parking will be maintained throughout the retail commercial and other required publicly accessible parking areas based on the current edition of the IBC and/or ADA requirements, whichever is more stringent and in effect at the time of the adoption of this ordinance.
- 2. **Fire Code Occupancy** - Standards for building code and fire occupancy will be adhered to based on fire code occupancy guidelines and requirements for individual uses.
- k) **Parking** – A variance is granted from the County's Unified Development Ordinance and /or Subdivision Ordinance to allow parking along private streets, drives or roadways to serve the attached, non residential and commercial areas of the development.
- l) **Minimum acreage requirements** – A variance is granted from section 13.12 (4) of the County's Unified Development Ordinance to allow a waiver from requirements stipulating that at least 20% of the development will need to be used for non-residential development. Whereas, concurrent with this requirement the

County Council has approved via first reading (10.4.04) a pending text amendment, at the time this project is being considered, certain requirement, which stipulate the following:

A minimum of 20 percent of the gross acreage of the PDD shall be used for residential development and a minimum of 20% of the gross acreage of the development will be used for non-residential development such as commercial, office industrial, warehousing etc.

1. Petitioner, requests a variance in anticipation of either requirement, as an alternative, in order to insure and in recognition of the fact that the Ansley Park PDD Project is providing a "mixture of land uses or components". The petitioner/developer and/or their assignees will be required to provide an increase in either total open space, non residential uses in return for a decrease in the total other commercial or non residential use areas that may be required, based on the current or proposed text amendment and interpretation of Section 13.12 (4) of the County's Unified Development Ordinance. The following process and acknowledgements for achieving this requirement, as varied herein, shall be based on the following guidelines, processes, principles and/or methods of calculation:
2. *Whereas* the Lancaster County Council approved a first reading on October 4, 2004 an amendment to Section 13.12 (4) of the County's Unified Development Ordinance PDD Section" to include text

A minimum of 20 percent of the gross acreage of the PDD shall be used for residential development and a minimum of 20% of the gross acreage of the development will be used for non-residential development such as commercial, office industrial, warehousing etc.

3. *Whereas* the Lancaster County Joint Planning Commission met on October 19, 2004 to discuss an update and interpretation of Section 13.12 (4) of the County's Unified Development "PDD Section" regarding specific topics as presented by staff.
4. *Whereas* on October 19, 2004 the Lancaster County Joint Planning Commission discussed interpretations of this proposed text amendment considered by the Lancaster County Council to the "PDD Section", Section 13.12 (4) of the County's Unified Development Ordinance, and as presented petitioners for PDD-20 and 21, as part of their project presentation.

5. *Whereas* the Lancaster County Joint Planning Commission took action to form sub-committees to discuss and consider various topics, as presented by staff, that may result in recommendation for further amendments to Section 13.12 (4) of the County's Unified Development Ordinance the "PDD Section".
6. *Whereas* the Lancaster County Joint Planning Commission concurrent with these actions offered interpretations to recommend that the Petitioner/Developer for PDD-21, "Ansley Park" provide a minimum of a combined 40% nonresidential, opens space, amenity areas, trails, commercial, etc. to satisfy this requirement as described herein and as further edified in Section 13.12 (4) of the County's Unified Development Ordinance "PDD Section".
7. *Now, Therefore be it Ordained*, through these determinations that the Joint Planning Commission has recommended through their action on PDD-21 on November 16, 2004 and by the Lancaster County Council whom, by approving Ordinance 650, grants a specific project variance for PDD-21, "Ansley Park" from Section 13.12 (4) of the County's Unified Development Ordinance "PDD Section" to allow a waiver from requirements stipulating that at least 20% of the development will need to be used for non-residential development, commercial, etc., thereby allowing the following list of land uses and applicable percentages to be utilized to calculate project areas for satisfying this requirement, as hereby presented and amended for Ansley Park. Land Use Area Percentages area described in the Master Plan Development Data.
 - A. The developer may utilize common open space, passive and active recreational facilities, amenity site area and various types of trails, as a basis to achieve the non residential area (percentages) requirements.
 - B. For every percentage of total project area being considered "non-residential" use area the petitioner/developer will provide areas in either open space, passive and/or active recreational facilities, amenity site areas or various types of trails, to satisfy this requirement. It is the intent of the project to have at least 40% of non-residential use / open space.
 - C. A minimum of 20 % open space is to be provided throughout the overall project.

D. A portion of the nonresidential use area, may be reduced to an alternative land use such as single family attached or open space if the petitioner decides to reduce the amount of commercial area within the overall project

- m) One Access Subdivisions and Continuation of Adjoining Street System - because the proposed development is a large master planned community, a variation is granted to allow more than 150 dwelling units per point of access, (along each particular right of way) and to waive any requirements to extend (as applicable) any existing streets on abutting tracts into the project site, provided that adequate fire protection and emergency response criteria are maintained.
- n) Open Space requirements – A variance is granted from section 17.1 2(b) 1. County's Unified Development Ordinance to allow a waiver from requirements stipulating that areas eligible for consideration and incorporation into the project as open space are at least fifty (50) feet in width to allow areas that are less than 50 feet in width. The Petitioner/Developer may, at their discretion, utilize floodplain acreage located within areas of the project to calculate total required project open space.
- o) Open Space requirements – A variance is granted from section 17.1 2 (a) 3. Of the County's Unified Development Ordinance to allow roadway, sidewalk and utility crossings along with any associated improvements required to construct and maintain such crossings, encroachments or facilities as areas acceptable to include in project open space calculations, since these facilities are required to provide connectivity for accessing adjacent open space areas.

6.2 Consideration of additional variances from the applicable regulations may be requested as the Property is developed. Consideration and action on any such variances may be procured under Section 7 of this Ordinance. For requests that cannot be administratively approved under Section 7, the County shall grant variances of requirements or ordinances governing development without unreasonably delaying or withholding its consent.

6.3 Appeals

Appeals from decisions of the Administrator or Planning Director, which are adverse to the Property Owner, may be appealed under Section 8.2 of the Unified Development Ordinance.

7. AMENDMENTS

7.1 Text Amendments

Amendments to the text of the Ordinance may be initiated by the County or the Property Owner, subject to the provisions of Chapter 18 of the Unified Development Ordinance.

7.2 Amendments to the Master Site Plan

The Master Site Plan is a conceptual plan for the development of the Property. In response to changes in market conditions or other circumstances, amendments may be made to the Master Site Plan. The Property Owner shall determine the need for such

changes. Changes considered, as a major zoning change or a substantial change under the Unified Development Ordinance (UDO) shall be subject to the criteria and administrative decision-making processes specified in Section 13-12.1 Administrative review Procedures and Review Process, of the UDO. Therefore, each of the changes shall be made by either the Administrator or the Planning Director in accordance with Section 7.3 below without review or approval by the County Council, Planning Commission, or any other board or commission of the County. Such changes may be made at any time. Changes in land use from those depicted on the Master Site Plan may be made in accordance with the following:

- a) A specific residential land use designation shown for a component or portion of a component on the Master Site Plan may be changed to a lesser intense type of residential type land use subject to the provisions of Section 11.2.
- b) The density of any residential land use in any separately shown use area of a Component, separated by roads, common area, boundary as shown on the Master Site Plan, or recreational area may be increased, subject to the provisions of Section 11.2.
- c) Portions of any proposed non-residential land use may be changed to common open space, passive and active recreational facilities, amenity site area and various types of trails.
- d) It is the intent of this section to allow a reduction in the total amount of non-residential area that is depicted on the master plan provided that the project has at least 40% of non-residential land use / common open space, passive and active recreational facilities, amenity site area and various types of trails, unless Council approves a reduction below this amount.
- e) A portion of any residential use may be changed to a non-residential use, subject to the provisions of Section 11.2.

Note: The property Owner shall be entitled to make necessary alterations to lot lines and dimensions, roadway alignments, and other alterations needed to implement any changes in land use permitted in this Section 7.2.

7.3 Procedure for Administrative Approval of Amendments

Any amendment proposed or approved by the Property Owner shall be submitted to the Administrator in the form of a proposed site plan or a proposed text amendment to this Ordinance or the Development Agreement. The information provided shall be sufficient to make minor technical corrections, revisions, or modifications.

The Administrator shall not unreasonably withhold or delay the approval of any such proposed amendment, and each such proposed amendment shall be executed by the Property Owner and by the Administrator on behalf of the County. In determining whether to approve a proposed site plan or text amendment (other than those that comply with Section 7.2, which must be approved), the Administrator shall consider sound land planning principles and market conditions, including the demand or desire of potential purchasers. The opinion of the Property owner as to market conditions for all purposes under this Ordinance shall be presumed correct absent manifest error. The Administrator shall deliver specific, detailed written objections to the Petitioner within fourteen (14) days of receipt of a written request for amendment. If such objections are not received by Petitioner, Petitioner shall notify the Administrator of the expiration of the 14-day period,

at which time the Administrator shall have an additional 7-days to deliver any objections to Petitioner. If such objections are not received at the end of the additional 7-day period, then consent of the Administrator to Petitioner's request shall be deemed to be granted.

Upon execution, the terms and provisions of any such amendment shall be recorded in the Real Property Records of Lancaster County, South Carolina. Appeals from decisions of the Administrator, which are adverse to the Property Owner, may be appealed pursuant to the provisions of Section 6.2.

8. ENFORCEMENT

The County shall have and exercise all powers to enforce the provisions of this Ordinance as it applies to the Property as are otherwise available to enforce or remedy a violation of the County Unified Development Ordinance that occurs on territory within the County's boundary limits, including without limitation those civil and criminal enforcement powers described in the Unified Development Ordinance.

9. DEFINITIONS

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

Administrator - the Administrator of the County or, if the County ceases to have an administrator or the County Administrator ceases to be the chief executive officer of the County, the Chief Executive Officer of the County.

Applicable Regulations - the code provisions, ordinances, rules, and regulations of the County that apply to the Property as specified in Section 3.

Assignment of Property Owner Rights - A written instrument in recordable form by which the Master Developer assigns its rights as Property Owner under this Ordinance to a single entity as sub-developer with respect to a particular Component designated in the Assignment of Property Owner Rights. The Assignment of Property Owner Rights may include such limitations on the sub-developer assignee as the Master Developer desires including, without limitation, restrictions on the type of units that may be constructed within a Component, the location where those units may be constructed within the Component, the number of units of a particular type that may be constructed within the Component, the minimum lot requirements for the Component (including requirements for setback, lot area, building height, lot width, buffers, and number of units per lot). All such restrictions contained within the Assignment of Property Owner Rights shall be binding upon the sub-developer designated in that Assignment of Property Owner Rights and each person who ultimately owns any real estate within the designated Component. Any such limitations shall be in addition to any private contractual restrictions placed upon all or any part of any Component by the Master Developer.

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, meeting halls, recreational facilities, government buildings, museums, schools, performing arts centers, religious buildings, or any other cultural, civic or social use.

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

Component - any one of the development areas depicted on the Master Site Plan.

County - Lancaster County, South Carolina, a political subdivision of the State of South Carolina.

County Council - County Council of Lancaster, South Carolina or such other body that governs the County if the County Council ever ceases to exist.

County Council Chairman - the duly elected Chairman of the Lancaster County Council.

Institutional Use - Schools, religious buildings, hospitals or other care facilities, and other private or public facilities that support the community.

Internal Roadways - all roadways hereafter constructed within the Property.

Land Use Designations - the use to which a particular area of the Property may be put as shown on the Master Site Plan and described more particularly in Section 10.

Master Developer - Cambridge Homes or a successor owner to whom Cambridge Homes sells the Property to.

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

Multi-Family Housing - any group of attached housing containing two or more dwelling units on a single lot. Multi-family housing may include but not be limited to the following: duplexes, quadraplexes, townhouses, apartments, pinwheel products, and condominiums.

Non-Residential - uses comprised of areas that may be either profit or not for profit land uses, not including "for-sale" residential uses, which may or may not include uses such as common open space areas, passive and active recreational facilities, amenity site areas equestrian land uses, one hundred year floodplain areas, and various types of public and or private trails (eg., hiking, biking, pedestrian, equestrian, etc.).

Office Use - business, professional, service, civic, or governmental occupations, and institutions and commercial activities not involved with the sale of merchandise.

Open Space - any open space designated for use as Park Amenity Center Site/ Facilities, Floodway, Floodplain and/or Open Space on the Master Site Plan.

Planning Commission - the Planning Commission of the County or some other body as may succeed to the duties of the present Planning Commission.

Planning Director - the Director of the Joint Planning Department of Lancaster County, South Carolina or such other individual as may succeed the duties of the present Planning Director.

Property - all of the land comprising the Ansley Park development.

Property Owner - the Master Developer of the Property or, as to a particular Component, any single sub-developer the Property Owner designates in an Assignment of Property Owner Rights.

Residential - any residential land use permitted in the Unified Development Ordinance.

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

Unified Development Ordinance - the Unified Development Ordinance of Lancaster County and Zoning Map of the County, in effect at the time of adoption of this Ordinance (PDD-14).

Village - Development Areas within the site that contain the various project components or land use designations as described within Section Ten (10) of this Ordinance.

10. LAND USE DESIGNATIONS

10.1 Overview

- (a) Petitioner proposes the development of a Planned District Development (PDD-21) on approximately 190.87 acres of land. Ansley Park, a mixed use master planned community is comprised of a combination of single family residential, multi family residential, non-residential use, and open space uses organized around an integrated development concept that utilizes a series of villages which support the various land uses described throughout this section.
- (b) Development depicted on the Master Site Plan is intended to reflect a generalized arrangement of proposed land uses on the site, 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) This proposal is intended to allow the development of a mixed-use, master planned community composed of various residential housing types located within various "Villages" or phases at the prescribed densities listed herein. Land uses, may include potential employment and commercial retail uses, single family detached housing, single-family attached housing interconnected with open space, vehicular linkages, pedestrian and equestrian trails, passive and active recreational facilities, amenity site areas, and various types of public and or private trails (eg., hiking, biking, pedestrian, equestrian, etc.).
- (d) Ansley Park is located within unincorporated Lancaster County along the eastern side of Hwy 521 and west of Henry Harris Road. The project site has approximately 1100 lineal feet of frontage along Hwy 521 with the Petitioner proposing to provide access to highway 521 in two (2) location as depicted on the

Master Site Plan. The project site has 2,400 linear feet of frontage along Henry Harris Road with two proposed entrances. Entrance locations and driveway permitting requirements along Hwy 521 and Henry Harris Road shall be subject to SCDOT design and permitting clearances.

- (e) Ansley Park will be a pedestrian friendly development with continuous open space walk ability through the use of walking trails and pedestrian connectivity to various portions of the entire development.
- (f) The site may be developed with any land use allowed in the residential zoning districts as described in the Lancaster County Unified Development Ordinance or as allowed by this ordinance in accordance with the standards established herein, and any restrictions on the Master Site Plan, except for those uses expressly prohibited below.

The site may be developed with any use allowed in the Residential districts except for the following as listed below:

- Apartments or any rental residential housing units.
 - Adult entertainment uses
 - Industrial Mining
 - Mini-Warehouse
 - Manufactured Home Type Units
 - Modular Housing
 - Pistol, Rifle, Skeet Range or Turkey Shoot
 - Motorized Race and Testing Track
 - Automobile Wrecking and/or Junk, Salvage Yard
 - Livestock Auction House
 - Rooming and Boarding House
- f) Amendments and/or modifications to the Master Site Plan and/or to the overall mixture, location and extent of any permitted land use listed herein may be made in response to changes in the marketplace or other circumstances affecting the project, provided such changes are made in accordance with the provisions outlined in Section 7, Amendments to the Master Site Plan.
 - g) The petitioner proposes to construct a mixed-use development in general conformity with the Master Site Plan with a special emphasis of providing single-family attached and detached housing product.
 - h) The maximum overall gross project density shall not exceed 3.5 dwelling units/acre (du/ac).
 - i) The 9.0+/- acre commercial Village is designated as Future Development with potential retail commercial, or single-family attached type housing units, to be developed at a future date. These areas may change based on market conditions or other circumstances affecting the project. Land uses within the commercial village will be subject to further review once the petitioner determines the timing and actual development program for these areas. Although the petitioner

recognizes that these areas will be subject to site plan review once they determine the exact nature and extent of the land use for this area, they acknowledge that the PDD-21 rezoning approval and the provisions of this Ordinance extend to and include these areas. All underlying project related lot size allocation and unit counts, density assignments and commercial square footage assignments are applicable and vested within this area of the project.

- j) The Petitioner will use their best efforts, through the development of future design standards, to articulate and or otherwise design the facades of buildings in the commercial village that front along and directly relate to the thoroughfare that passes the site. This commitment recognizes the need to create an attractive and pedestrian friendly streetscape and applies to all sites with structures, but not parking areas that directly adjoin the pedestrian areas along the 521 Highway thoroughfare and proposed entrance road that accesses the site. This will be accomplished through the use of assorted building arrangements to visually integrate buildings into the site. These measures will be achieved through the use of reduced setbacks, reduced parking requirements and other modifications to traditional land development standards in order to promote connectivity from adjacent residential areas and focus attention for proper arrival and visual recognition of the project along the Highway 521 corridor.
- k) The petitioner may place residential or office type uses within the retail buildings on the site within the commercial/retail center in order to further the mixed-use nature of the site. Residential floor area located within retail buildings will not be counted towards total allowed retail floor area located elsewhere on the site. The office space uses will be located on either level. Any such residential space shall be limited to 75% of the overall building square footage and may only be located in multistory buildings of at least 10,000 feet of total floor area. The residential component shall be located above the 1st floor and may include apartments, condos, loft style units, townhomes, etc. etc

10.2 Following are a list of the potential land uses that may be developed within the various land use designations.

10.2.1 Commercial/Retail/Office

An area devoted to any retail, medical, commercial, church, civic or retail-related office use (including professional offices). Residential uses shall be permitted on floors above ground level.

10.2.2 Single Family Attached

An area devoted to residential uses with the primary intent of developing for-sale single-family attached type units with densities of (7.5) dwelling units per acre, on an average. Such use shall be located within a self-contained high-density residential use area within a component separated by either a common area, recreational area, a road, or boundaries as depicted on the Master Site Plan.

10.2.3 Park/Open Space

An area of open space for the use and enjoyment of the residents of the Property. Park/open space areas may have required utilities or accessory structures, nature

trails, preserved natural areas, parkland, picnic facilities, club houses, playing fields, playground equipment, tennis courts, basketball facilities, swimming facilities, meeting rooms, paved parkways providing access or other uses typically associated with parks and or open spaces.

11. GENERAL DEVELOPMENT STANDARDS

11.1 Purpose of Development Standards

The General Development Standards establishes restrictions applicable to all development, and shall supercede any similar requirements in the Applicable Regulations. No limitation shall apply to restrict height, setback, impervious cover, buffers, percentage of green space on a lot, or similar restriction, unless set forth in this Section 11 or Section 12 below.

11.2 Intensity of Development

11.2.1 Permitted Development Intensity

Development intensity for a particular use shall not exceed the use densities set forth in this Section.

11.2.2 The Property Owner may vary the intensity of development within any Component or village, any land use category of any Component or village or any lot mixture assignment to the various Components or villages on one or more occasions by up to thirty percent (30%) without further approval, provided the total number of overall units of residential housing within the overall project development does not increase from the maximums stipulated on the Master Plan.

11.2.3 However, acreages of retail commercial and or retail-related office uses may decrease based on market conditions and/or a determination by the petitioner/landowner that these types of land uses may not be appropriate at this location at this time. In the event it is decided to reduce the amount of retail/commercial area, these areas can only be developed as single family attached units or open space provided that the changes are consistent with the intent of the PDD Ordinance. The development intensity shall be consistent with the Master Site Plan, which yields 130 single family attached dwelling units, with a categorical breakdown for each land use category as follows:

Land Use	Density	Total No. of Acres/ Units/Facilities¹
Single Family Attached	7.5 DUA, on average	up to a maximum of 130 Units
Total Number of Single	Family Attached Units -	130 units ^{1,2}
Single Family Detached	4.5 DUA, on average	up to a maximum of 420 Units
Total Number of Single	Family Detached Units -	420 units ^{1,2}

Commercial/Retail/Office building area	Up to 80,000 s.f.	up to a maximum of 10.0 +/- acres
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Notes:

¹ Total Unit Mix/ Unit Count – The maximum number of units specified for the various land use classifications and density categories listed above may be further modified in accordance with provisions specified in Section 11.2.2 of this Ordinance.

² Total Unit Mix/ Unit Count – Single Family Attached. The developer may reduce the number of Single Family Attached Units based on the method of calculation provided in Section 6.1. (g).

11.2.3 Permitted Transfer of Development

Subject to the provisions of Paragraph 11.2.1, the Property Owner may freely 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 from any component or village within the Property to any other Component or 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) allocated to a Component by an assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Component (or if a Component includes more than one use, as evidenced by approved site plans for all areas within the Component provided for a particular use the unused density shall revert to the Master Developer for allocation to any other Component.

11.2.4 Confirmation of Development Intensity

The Property Owner shall issue a certificate stating the maximum development intensity allowable on any tract within the Property consistent with Section 11.2 of this Ordinance prior to the sale or any such parcels or before building permits are issued. The certificate will state the number of dwelling units and/or the amount, in acres, that may be developed on the various tracts. 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.

11.3 Dimensional Requirements

11.3.1 Setbacks and Yards

A setback or yard is open space that lies between the principal or accessory building or buildings and the nearest lot line. "Setback" refers to the front yard, or the distance a building is set back from the street right-of-way line that serves as a property boundary. The purpose of the setback and yard requirements is to ensure the provision of light and open space between structures. All buildings and structures shall meet or exceed the following setback and yard requirements:

Land Use	Min. Front Setback	Min. Side Yard	Min. Rear Yard
Single Family Attached	0'*	0'*	0'*
Single Family Detached	20'	5'	30'
Commercial/Retail/Office	75' ¹	0	15'
Park/Open Space	40'	20'	20'

Notes

¹ The minimum setback specified for commercial/retail office land uses is applicable to buildings fronting Highway 521. In the event that the developer decides to site plan and develop a Neo - Traditional type development as described in Section 10.1 (k), a twenty-five (25) foot front setback along Hwy 521 may be utilized to complement this type of building layout.

- "Side yard" shall refer to the separation between the side property line and the building envelope or structure, not the distance between the walls of two dwelling units. The side yard shall be measured from the property line to wall of a structure. The wall of the structure shall not include eaves, cornices, chimneys, gutters, vents and other minor architectural features, which are allowed to project up to 24" into the setback (see requirements below). "Rear yard" shall refer to the separation between the rear property line and the building envelope or structure.
- Front porches, stoops, steps, awnings, balconies may encroach 8' into the setback area.
- Decks may encroach 8' into rear yards.
- Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area. However, if chimneys do encroach, they may not be located adjacent to one another.
- HVAC equipment may encroach into side or rear yards.
- Buildings shall be at least a minimum of 10 feet apart or meet minimum separations required by building code. To address any fire protection requirements, alternative construction materials and/or techniques may be utilized to address minimum building separations, thereby mitigating this requirement.

11.3.2 Building Height

The building height is the vertical distance measured from the main level (excluding basement B.F.E.) of the structure to the eave of the structure. The purpose of building height limitations is to reduce or eliminate potential conflict between low- and high-rise development and to ensure the provision of light and air as well as compatibility of scale with the surrounding environment. Structural

appendages not intended as places of occupancy or storage such as skylights, chimneys, church spires, roof structures for elevators, stairways, tanks, and heating ventilation, air conditioning or other equipment required for the operation and maintenance of the building are excluded from this height measurement. Other features identified in Section 5.6 (3) of the Unified Development Ordinance of Lancaster County shall also be exempt from these height limitations. Maximum building heights permitted are as follows:

Land Use	Maximum Building Height
Single Family Attached	45'
Single Family Detached	50'
Commercial/Retail/Office	50'
Park/Open Space	NA

Note: any building with a height exceeding 35 feet must have approval from the Chief of the Indian Land Fire Department addressing the IBC Fire Code requirements.

11.3.3 Lot Size

The lot size is a measure of the surface area within the boundaries that define the lot. The purpose of lot size standards is to ensure the creation of lots that are large enough to accommodate buildings that could be used for purposes that are permissible in that land use designation. All "lots" shall have at least the minimum number of square feet (sf) indicated in the following table:

Land Use	Minimum Lot Size¹ Building Footprint^{1,2}
Single Family Attached	
Single Family	5,000 sf
Commercial/Retail/Office	15,000 sf
Park/Open Space	No Minimum

Notes:

- 1 Lot size calculation excludes road right-of-way, common open space, and floodplain area along with any other areas within a subdivision that typically are not owned by the lot owner.
- 2 Square footages specified for minimum lot size for Single Family Attached (condominium units) are designating "building footprint" area only.

11.3.4 Lot Width

The lot width is the distance between the side property boundary lines that define the lot. The lot width shall be measured along a straight line connecting the points at which a line demarcating the minimum front setback intersects with the side property boundary lines. The purpose of lot width standards is to ensure the creation of lots that are not too narrow or too irregularly shaped to accommodate buildings that could be used for purposes that are permissible in that land use

designation. All lots shall meet or exceed the minimum widths indicated in the following table:

Land Use	Minimum Lot Width
Single Family Attached	20' ¹
Single Family Detached	60'
Commercial/Retail/Office	32'
Park/Open Space	No Minimum

Note:

¹ Minimum lot dimension specified for Single Family Attached units designates building footprint area only.

11.4 Buffers

Buffers shall be provided in accordance with the bufferyard requirements in Section 2.1.4.1 of the Unified Development Ordinance or as stipulated within the body of this Ordinance. 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, utility lines, roads, sidewalks, and other facilities or other uses identified in the Unified Development Ordinance. If the Property Owner can demonstrate that the topography or elevation of a development site or lot or the size of the parcel to be developed, or the presence of a greenway, floodplain, buffer or screening on adjacent property would make strict adherence to the requirements of the Unified Development Ordinance serve no meaningful purpose, the County shall waive the buffer requirements for that site.

11.5 Parking

Parking shall be provided in accordance with the requirements of Chapter 11 of the Unified Development Ordinance unless specified. Single family attached units may utilize on street, garage, driveway and/or alley / parking tract areas to meet the requirements of the Unified Development Ordinance.

Commercial areas/components - Minimum - one (1) space per 400 square feet of gross leasable floor area.

Note: Parking requirements shall satisfy building code requirements for providing the minimum number of handicap accessible parking spaces based on IBC and or ADA criteria, whichever is more restrictive.

11.6 Utilities

The design and construction of utilities shall be completed in time to service the residents of the property as they move in.

11.7 Roadways & Traffic

The number, location and alignment of the internal roadways and any perimeter access points or entrances shown on the Master Site Plan may be modified, relocated or deleted

provided that they are constructed in conformance with the roadway design and construction criteria set forth below:

- (a) All internal roadways shall be built to the County's construction standards set forth in the Applicable Regulations except as otherwise specified in (b) through (e) of this section.
- (b) Placement and configuration of any project access or entrance points are subject to minor modifications to accommodate final site plan and architectural construction plans and adjustments required to implement the project. Project entrances may be deleted or relocated on the Master Site Plan at any time, subject to SCDOT approval, as applicable.
- (c) All internal roadways will be constructed in accordance with the following minimum standards:

	Street Standards	R/W Width
1. Local Limited Res Street	20' Asphalt 22' BC/BC	40' r/w
2. Local Residential	22' Asphalt 26' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt 36' BC/BC	60' r/w
4. Private Street/Drive (Single Family Attached)	20' Asphalt 23' BC/BC (Standard 1' – 6" Curb)	30' Clear Zone

Notes:

- (a) These are minimum requirements.
- (b) Parking to be allowed along private streets to serve Single Family Attached units.
- (c) Any portion of the property may have private roads or gated entrances.
- (d) All connections to SCDOT roadways will be required to meet SCDOT regulations and be approved by SCDOT.
- (e) Clear zone –unobstructed area adjacent to road /drive.
- (f) All public and private streets will be constructed with valley curb and gutter.

11.8 Street Lighting

Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the following criteria:

- All community street lighting within each Component shall be of uniform design and all lighting throughout the Property shall be complementary.
- 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.
- Lighting standards and overall site lighting plans shall be designed with the objective of limiting the amount of light spillage or overall light that is cast

beyond the project property lines, onto adjacent neighboring properties. This objective pertains particularly to villages or areas that may contain commercial land uses or commercial components.

Note: Nothing in this section shall be construed to limit or otherwise impair the ability of any individual resident or owner to construct or install lighting anywhere on the site. Such lighting, however, shall be appropriately shielded so that it does not interfere with the reasonable enjoyment of neighboring properties.

11.9 Signage

Proposed project signage /entryway monumentation package will be provided for approval during the early stages of development. As provided for within the sign regulations sections in the Lancaster County Unified Development Ordinance and in accordance with the purpose and intent of the Planned Development District (PDD) section, Petitioner requests the ability under the PDD regulations to allow project identification signs of up to 300 square feet per sign. Such copy area shall be incorporated into an architectural feature such as a wall and/or entryway monumentation that will not exceed 12 feet in height. Provisions for design flexibility allowing up to two such signs per project entrance is being requested concurrent with this amended plan development approval for Cambridge Homes. Such signage /entryway monumentation shall consist of possible brick, stone, metal or similar mixture of materials at the petitioner's discretion, that match certain architectural characteristics of the neighborhood and will be integrated as part of an overall A master signage program package. Entryway wall monumentation / signage shall be located a minimum of at least 10 feet from the right of way and placed in accordance with all required sight distance triangle requirements. Final design of these features will be submitted for approval by the Lancaster County Planning Department staff in conjunction with a proposed signage package for the overall project. Furthermore, all street signs and identifying signs for each Component, subdivision or establishment within the Property shall conform to uniform design criteria to facilitate a harmonious appearance. All freestanding signs shall be complementary in scale and appearance to the structures that they identify.

11.10 Nonconformance of Existing Improvements

Any existing improvements that are not in conformance with the requirements of the Ordinance or the Applicable Regulations are entitled to protection as a nonconforming situation under Chapter 9 of the Unified Development Ordinance and shall not require any updating, retrofitting, or other modifications to bring such improvements into conformance. All existing and future improvements to a property may be demolished, removed, expanded, or otherwise altered in any manner whatsoever, so long as the demolition, removal, expansion, or alteration is completed in conformance with the requirements of this Ordinance and the Applicable Regulations.

12. SPECIAL REQUIREMENTS FOR CERTAIN USES OR ACTIVITIES

12.1	Ansley Park	Parking Requirements	
	Multi-Family-Attached	Chapter 11	Lancaster, SC
	Single Family-Detached	Chapter 11	Lancaster, SC
	Office Use	Chapter 11	Lancaster, SC
	Commercial/Retail Use - < 80,000 sf Total - 1 space per 400 sf		

12.2 Retail Sales

Retail sites shall have a reasonable level of architectural compatibility with adjoining residential development and shall have a reasonable level of architectural neutrality with the remainder of the Property.

12.3 Models, Sales Offices, and Welcoming Centers

Models, sales offices, and welcoming centers may be constructed and occupied prior to the completion of infrastructure with a Component and prior to the time a Component is ready for occupancy, provided all permits necessary to construct and occupy such structures have been obtained.

12.4 Mass Grading & Timber Harvesting

The Property Owner 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 any such activity is conducted in accordance with State of South Carolina DHEC requirements for sedimentation and erosion control permitting criteria.

12.5 Wetlands Mitigation

If wetland mitigation is required by the Army Corps of Engineers or the State of South Carolina, off-site land may be substituted in lieu of on-site mitigation of wetlands.

13. MISCELLANEOUS PROVISIONS

13.1 Effective Date

These regulations shall become effective on January 24, 2005.

13.2 Severability

The sections, paragraphs, sentences, phrases, and clauses of the Ordinance are severable. If any provision of the Ordinance is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then, and in that event, the reminder of the Ordinance shall not be affected thereby. In lieu of each provision of this Ordinance that is illegal, invalid, or unenforceable, a provision shall be added that is as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and that is legal, valid, and enforceable.

AND IT IS SO ORDAINED this 31st day of January, 2005.

LANCASTER COUNTY COUNCIL


Alston DeVenny, Chairman


Wesley Grier, Secretary

Approved as to form and content:


William R. Sims, County Attorney

ATTEST:


Irene Plyler, Clerk to Council

1st reading: November 29, 2004
2nd reading: January 4, 2005
3rd reading: January 31, 2005

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

Cambridge Homes
Ansley Park-Single Family
District, PDD-21
Development Ordinance # 650

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MASTER PLAN 24



DRAFT

December 27, 2004

Chap Hurst, County Administrator
Lancaster County
100 South Catawba Street
Lancaster, SC 29721

Dear Mr. Hurst,

As you are aware, Cambridge Homes has petitioned Lancaster County to rezone the approximate 190 acres comprising the White, Whiteside, Gibson, Fultz, and properties between Highway 521 and Henry Harris Road.

In order to assist the County in its current and long term public facility needs, Cambridge Homes is willing to establish a Special Tax District of \$75/home/year within this P.D.D. 21 should the project be approved by Lancaster County.

In addition, we have agreed that the builder will pay an additional permit fee of \$600.00 per dwelling unit to the Lancaster County General Fund. This fee will be paid at the time a building permit for house construction is granted.

Please accept this letter as Cambridge Homes commitment to the partnership with Lancaster County to continue to help ensure the County's future success.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Holbrooks".

Ken Holbrooks
Cambridge Homes

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

FILED
OFFICE OF CLERK
OF COURT
ORDINANCE #796
2011 JUN 27 PM 12:30

CLERK OF COURT
LANCASTER, SC

**AN ORDINANCE TO AMEND ORDINANCE #650, PDD-21, ANSLEY PARK,
SECTION 11.2.3 INTENSITY OF DEVELOPMENT**

WHEREAS, the Lauth Property Group, has applied to amend Ordinance #650, PDD-21, Ansley Park Planned Development District, which was approved January 31, 2005; and

WHEREAS, the applicant request that the Commercial/Retail/Office portion of the Plan be increased from up to a maximum of 10 acres to a maximum of 30 acres; and

WHEREAS, the applicant requests that the 80,000 sq. ft. on the commercial component be eliminated.

NOW, THEREFORE, BE IT ORDAINED by the Lancaster County Council that Section 11.2.3, Intensity of Development, of Ordinance #650, PDD-21, Ansley Park Planned Development District-21, which was approved January 31, 2005, is hereby amended to read as follows.

11.2.3 Intensity of Development

However, acreages of retail-commercial and/or retail-related office uses may decrease based on market conditions and/or a determination by the petitioner/landowner that these types of land uses may not be appropriate at this location at this time. In the event it is decided to reduce the amount of retail/commercial area, these areas can only be developed as single family attached units or open space provided that the changes are consistent with the Master Site Plan, which yields 130 single-family attached dwelling units, with a categorical breakdown for each land use category as follows:


Land Use	Density	Total No. of Acres/ Units/Facilities
Single Family Attached	7.5 DUA, on average	up to a maximum of 130 units
Total Number of Single	Family Attached Units	130 units
Single Family Detached	4.5 DUA, on average	up to a maximum of 420 units
Total Number of Single	Family Detached Units	420 units
Commercial/Retail/ Office building area)		up to a maximum of 30 acres

Notes:

- (1) Total Unit Mix/Unit Count – The maximum number of units specified for the various land use classifications and density categories listed above may be further modified in accordance with provisions specified in Section 11.2.2 of this Ordinance.
- (2) Total Unit Mix/Unit Count – Single Family Attached. The developer may reduce the number of Single Family Attached Units based on the method of calculation provided in Section 6.1.(g).


AND IT IS SO ORDAINED this 29th day of January, 2007.

LANCASTER COUNTY COUNCIL



Rudy L. Carter, Chairman


Wesley Grier, Secretary

Approved as to form and content:


W. Randall Sims, County Attorney

ATTEST:


Irene Plyler, Clerk to Council

1st reading: 12-04-2006
2nd reading: 01-08-2007
3rd reading: 01-29-2007

FILED
OFFICE OF CLERK
OF COURT
2015 DEC - 1 AM 11:13
CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA)

ORDINANCE NO. 2015-1378

COUNTY OF LANCASTER)

AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

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

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

Section 2. Approval of Agreement; Authorization to Act.

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

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

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

Section 3. Severability.

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

Section 4. Controlling Provisions.

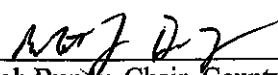
To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, orders and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 23rd day of November, 2015.

LANCASTER COUNTY, SOUTH CAROLINA




Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council

Attest:



Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:	November 17, 2015
First Reading:	October 26, 2015
Second Reading:	November 9, 2015
Council Public Hearing:	November 23, 2015
Third Reading:	November 23, 2015

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Exhibit A to Ordinance No. 2015-1378

**Development Agreement
Between**

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

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PG:106-128

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

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

ARTICLE I

GENERAL

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

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

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

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

(12) "Parties" means County and Developer.

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

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

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

(15) "UDO" means Ordinance No. 309, as amended, as of January 31, 2005, and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of January 31, 2005, and which is cited as the Land Development Regulations of Lancaster County.

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

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

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

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

Section 1.06. Permitted Uses. (A) PDD-21 and the UDO provide for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in PDD-21 and the UDO apply.

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

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

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if

the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions.

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

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

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

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

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

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

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or

identifies where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2015-1378 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2015-1378 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred and fifty seven (157) or more acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 650, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

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

(E) (1) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in Ordinance No. 650 and the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling, (2) To the extent that Ordinance No. 650 may contain zoning and development standards which conflict with zoning and development standards contained in the UDO, the standards contained in Ordinance No. 650 supersede all other standards and Ordinance No. 650 is deemed controlling except as provided in subsection (E)(1).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.01A. Funds for Public Safety. Developer agrees to pay County THREE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$310,000.00) upon the earlier of either June 30, 2017, or the closing on the sale of any portion of the Ansley Park development by the Developer to an individual or entity other than a Forestar Related Entity (the “Public Safety Payment”). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council. As used in this section, “Developer” means Forestar (USA) Real Estate Group Inc., a Delaware corporation, and does not include its successors or assigns but does include a Forestar Related Entity that holds title to the Property.

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

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

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

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

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

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

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

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

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

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

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

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer agrees to provide County prior to final plat approval documentation that a mechanism, such as a property owners' association, is in place for the perpetual maintenance of all roads within the Property. Developer acknowledges and agrees that the provisions of Section 26-27(B)(3)(a) and (b) of the Lancaster County Code, as amended by Ordinance No. 2014-1299, apply to the roads within the Property.

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

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

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff conveyance systems and drainage improvements within the Property required by the development of the Property. All inlets, piping within a system, associated swales or other conveyance system shall be designed for a minimum twenty-five (25) year storm event. Individual culvert crossing shall be designed for a minimum twenty-five (25) year storm event. Developer agrees to construct or cause to be constructed permanent water quantity and water quality systems and improvements in accordance with best management practices. The applicable requirements and standards shall be the more stringent of either the requirements and

standards contained in the Laws and Land Development Regulations as may be modified pursuant to Section 3.01(F) or the requirements and standards set by the South Carolina Department of Health and Environmental Control or its successor agency. All storm water systems and improvements will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

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

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

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

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

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

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

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

party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

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

By: Michael Quinley

Name: MICHAEL QUINLEY

Title: PRESIDENT - COMMUNITY DEVELOPMENT

Date: 12-4-15

STATE OF Georgia)
COUNTY OF Cobb)

PROBATE

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

[Signature]
First Witness Signs Again Here

Seal

SWORN to before me this
4th day of December, 2015.

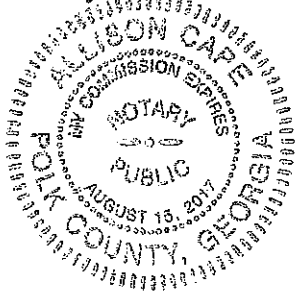
Allison Cape

Notary Public Signs AS NOTARY

Notary Public for the State of Georgia

My Commission Expires: 8-15-17

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.



WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

Brenna Weh

By: Bob Bundy
Bob Bundy, Chair, County Council

Deborah C. Hard

Date: November 23, 2015

Brenna Weh

By: Steve Harper
Steve Harper, Secretary, County Council

Deborah C. Hard

Date: November 23, 2015

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.

Brenna Weh
First Witness Signs Again Here

Seal

SWORN to before me this
23rd day of November 2015.

Deborah C. Hard

Notary Public Signs AS NOTARY

Notary Public for the State of South Carolina

My Commission Expires: 3/26/2020

Exhibit A
Property Description

Ansley Park Development

Tax Parcel No. 0010-00008.00

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Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

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

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

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

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Exhibit D
Required Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 650, as amended, zoning the Property planned development district (PDD-21).
2. Ordinance No. 2015-1378, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of January 31, 2005. The UDO includes Ordinance No. 328, as amended, as of January 31, 2005 and which is cited as the Land Development Regulations of Lancaster County, as amended as of January 31, 2005.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards, as of the Agreement Date, including, but not limited to, Section 26-27(B)(3)(a) and (b) of the Lancaster County Code of Ordinances, as amended by Ordinance No. 2014-1299.

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March 2, 2016

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Steve Willis
County Administrator, Lancaster
101 N. Main St., 2nd Floor
Lancaster SC 29721

Dear Mr. Willis:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: WPDE (SD & HD), WPDE D2, WACH (SD & HD), WACH D2, WCIV (SD & HD), WCIV D2 (SD & HD), WCIV D3, WTAT (SD & HD), WTAT D2, WTGS (SD & HD), WSOC (SD & HD), WSOC D2, WAXN (SD & HD), WAXN D2, WBTW (SD & HD), WBTW D2, WCBF (SD & HD), WCBF D2 (SD & HD), WSAV (SD & HD), WSAV D2, Azteca America, YouToo, RFD HD, Pivot, HBO (SD & HD), HBO West (SD & HD), HBO2 (SD & HD), HBO2 West, HBO Signature (SD & HD), HBO Signature West, HBO Family (SD & HD), HBO Family West, HBO Comedy (SD & HD), HBO Comedy West, HBO Zone (SD & HD), HBO Zone West, HBO Latino (SD & HD), HBO Latino West, HBO On Demand, Cinemax (SD & HD), Cinemax West (SD & HD), MoreMAX (SD & HD), MoreMAX West, ActionMAX (SD & HD), ActionMAX West, ThrillerMAX (SD & HD), ThrillerMAX West, OuterMAX (SD & HD), MaxLatino (SD & HD), 5StarMAX (SD & HD), MovieMAX (SD & HD), Cinemax On Demand, TV One (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950), DW Amerika, Outdoor Channel (SD & HD), Al Jazeera (SD & HD).

From time to time, Time Warner Cable makes certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

WGN America may be repositioned from Starter TV to Standard TV on or after March 23, 2016.

A free preview of STARZ will be provided to all TV customers with a Digital Set-Top Box April 8-10, and may contain PG, PG-13, TV-14, TV-MA and R rated programs. To block this preview and for Parental Control information, visit twc.com or call 1-800-TWCABLE. Restrictions may apply.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

For more information about your local channel line-up, visit www.twc.com/programmingnotices.

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Breazeale".

Ben Breazeale
Sr. Director of Government Relations
Time Warner Cable, South Carolina

MEETINGS & FUNCTIONS – 2016

DAY/DATE	TIME	FUNCTION/LOCATION
Monday March 21st	5:00 p.m.	Workshop and Regular Council Meeting
Saturday, March 26 th	7:30 p.m.	Hotel California – Eagles Tribute Bundy Auditorium – USC Lancaster
Monday March 28 th	Closed	Easter Holiday
Monday, April 11 th	6:30 p.m.	Regular Council Meeting
Tuesday, April 12 th	8:00 a.m.	Public Safety Committee Council Conference Room
Tuesday, April 12 th	3:00 p.m.	Infrastructure and Regulation Committee Council Conference Room
Thursday, April 14 th	4:30 p.m.	Administration Committee Council Conference Room
Monday April 25 th	6:30 p.m.	Regular Council Meeting

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
 8:00 a.m.Public Safety Committee
 The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
 3:00 p.m.Infrastructure and Regulation Committee
 The Thursday following the 1st Council meeting (most of the time it is the 2nd Thursday)
 4:30 p.m.Administration Committee
 1st Thursday of each month 7:00 p.m.Fire Commission, Covenant Street EOC Building
 2nd and 4th Tuesday of each month 9:00 a.m.Development Review Committee, Council Chambers
 2nd Tuesday of each month 6:30 p.m.Zoning Appeals Board, County Council Chambers
 2nd Tuesday of each month 6:30 p.m.Recreation Commission, 260 S. Plantation
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library
 2nd Wed (Jan/March/May/July/Sept/Nov) 11:45 a.m.Health & Wellness Comm., various locations
 2nd Tuesday 6:00 p.m.Historical Commission, Library Conference Room
 3rd Thursday of each month 6:30 p.m.Community Relations Commission, County Council Chambers
 1st Thursday of each month 5:00 p.m.Planning Commission work session, County Council Chambers
 3rd Tuesday of each month 6:30 p.m.Planning Commission, County Council Chambers