

**Council Members**

District 1: Terry Graham  
District 2: Charlene McGriff, Vice-Chair  
District 3: Billy Mosteller  
District 4: Larry Honeycutt, Secretary  
District 5: Steve Harper, Chair  
District 6: Allen Blackmon  
District 7: Brian Carnes



**County Attorney**  
John K. DuBose III

**Clerk to Council**  
Sherrie Simpson

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**August 12, 2019**

**6:00 PM**

**101 North Main Street  
Lancaster, SC 29720**

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**LANCASTER COUNTY COUNCIL**  
**County Council Chambers, County Administration**  
**Building, 101 North Main Street, Lancaster, SC 29720**

**AGENDA**

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Larry Honeycutt**
4. **Approval of the Agenda**  
*[deletion and additions of non-substantive matter]*
5. **Special Presentations**
  - a. Presentation of Metal Thumbs Up - Presented by Chairman Steve Harper
    - Jamie Gilbert, Economic Development Director
    - Stephen Blackwelder, Director, Public Safety Communications
    - Sandra Burton, Coordinator, Public Safety Communications
    - Colby Carter, Quality Assurance, Public Safety Communications
  - b. Recognition of the Employee of the Quarter - 2nd Quarter: Ashley Davis, Planning Department - Presented by Chairman Steve Harper
  - c. Recognition of the South Carolina Sheriff's Association's Detention Officer of the Year - Captain Larry Deason, Lancaster County Detention Center Supervisor - Presented by Chairman Steve Harper
  - d. Recognition of Billy Mosteller, Council Member for District 3, for Graduating from Level II from the South Carolina Association of Counties' Institute of Government for County Officials
6. **Executive Session**
  - a. One Item:
    1. *Legal briefing and advice on threatened and potential legal claims. SC Code 30-4-70(a)(2).*
7. **Citizens 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

*[Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]*

- a. Minutes from the July 15, 2019 County Council Regular Meeting
- b. 3rd Reading of Ordinance 2019-1597 regarding Amending Section 23-24 of the Lancaster County Code related to Noise  
Ordinance Title: An Ordinance To Amend Section 23-24 Of The Lancaster County Code Related To Evidence, Enforcement, And Penalties For Noise Complaints And To Provide For Matters Related Thereto. - ***(Favorable Recommendation - Public Safety Committee). Passed 5-0 at the June 24, 2019 County Council Meeting. Passed 6-0 at the July 15, 2019 County Council Meeting. - Steve Willis/John DuBose***

## 9. Non-Consent Agenda

- a. 3rd Reading of Ordinance 2019-1596 regarding Rezoning 5 Properties from Applicant Marvin & 521 Holdings, LLC from GB to MX  
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Five (5) Properties Totaling ± 25.55 Acres Located Near The Intersection Of Highway 521 And Marvin Road, Indian Land, South Carolina 29707 (TMS# 0008G-0D-004.00, 0008-00-056.00, 0008-00-057.00, 0008-00-084.00, and 0008G-0D-003.00) From GB, General Business District To MX, Mixed Use District. - ***Planning Department File: RZ-019-018. Planning Commission recommended denial by a vote of 4-3. 1st Reading passed 7-0 at the June 10, 2019 County Council Meeting. 2nd Reading deferred until July 15, 2019 at June 24, 2019 County Council Meeting. 2nd Reading passed 6-0 at the July 15, 2019 County Council Meeting. - Rox Burhans***
- b. 3rd Reading of Ordinance 2019-1598 regarding Granting Right of Way to Lancaster County Water and Sewer District  
Ordinance Title: An Ordinance To Approve A Right Of Way Agreement Between Lancaster County And The Lancaster County Water And Sewer District, Providing An Easement To The Lancaster County Water And Sewer District To Be Located Within The Walnut Creek Recreational Complex; And To Authorize County Officials To Take Such Actions As Necessary To Effectuate The Purposes Of This Ordinance. - ***Passed 5-0 at the June 24, 2019 County Council Meeting. Passed 6-0 at the July 15, 2019 County Council Meeting. - Steve Willis/John DuBose***
- c. Public Hearing and 2nd Reading of Ordinance 2019-1599 regarding Amending the UDO by Amending 12 Month Waiting Period Requirement  
Ordinance Title: An Ordinance To Amend Ordinance 2016-1442, The Unified Development Ordinance (“UDO”), by the Deletion OF Existing Wording In Section 9.2.15(D) And The Addition Of Wording To Section 9.2.15(D). The Amendment Removes the 12 Month Waiting Period For Subsequent Text Amendment And Rezoning Applications After Denial If The Subsequent Applications Is A Rezoning Application for A Different Use Designation Or Is Initiated By County Council Or Planning Commission. - ***Planning Department File: UDO-TA-019-002. Planning Commission recommended denial by a vote of 4-3. Text Amendment Section 9.2.15(A)2 denied by a vote of 6-0 and Section 9.2.15(B) passed by a vote of 6-0. - Rox Burhans***
- d. Public Hearing and 1st Reading of Ordinance 2019-1600 regarding Amending the UDO in Chapter 3, Mixed Use District, Section 5, Urban District Development Standards  
Ordinance Title: An Ordinance To Amend Ordinance 2016-1442 (Unified Development Ordinance “UDO”) By Addition Of Wording To Chapter 3, Mixed Use District, Section 5, Urban District Development Standards To Allow A Twenty Percent Reduction In The Minimum Development Size

Standard For Properties Currently Zoned With A Mixed Use Zoning Designation. - ***Planning Department File: UDO-TA-019-003. Planning Commission recommended denial by a vote of 4-3. 1st Reading deferred until August 12, 2019 by a vote of 4-2 at the July 15, 2019 County Council Meeting (Steve Harper and Allen Blackmon opposed). - Rox Burhans***

- e. 1st Reading of Ordinance 2019-1602 regarding Amending the Assessment Roll for Walnut Creek, Bond Area 3  
Ordinance Title: An Ordinance To Authorize Certain Modifications To The Walnut Creek Improvement District Assessment Roll For Bond Area 3, Including Its Rate And Method Of Apportionment Of Assessment A; And To Provide For Other Matter Relating Thereto. - ***John DuBose***
- f. 1st Reading of Ordinance 2019-1603 regarding Authorization of a Special Source Revenue Credit Agreement with Project Grain  
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Project Grain Providing For, Among Other Things, Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - ***Jamie Gilbert***

## **10. Discussion and Action Items**

- a. Pending Projects Update - Steve Willis  
New Construction Project Status Update
- Animal Shelter
  - Fleet Maintenance Garage
  - EMS Substation 4/9 - Old Bailes Road
  - EMS HQ
- Renovation Project Overview
- Public Library System
  - Barnett Medical Building
  - Human Services Complex
- b. Approval of Revised Organizational Chart - Steve Willis
- c. Discussion regarding possible Establishment of New Sub-Committee or Use of Existing Committee for Development Agreement Review - Steve Harper
- d. Appointment to the Health and Wellness Commission as the School Health Representative
- Laura M. Loughry for a 4 year term that will expire on 06/30/2023 (1st Term)
- e. Appointments to the Pleasant Valley Fire Fee Board
- Brian Endres for a 4 year term expiring on 06/30/2023 (3rd Term - requires a super majority vote of Council)
  - Rick Vander Kaay for a 4 year term expiring on 06/30/2023 (2nd Term)
- f. Appointment to the Library Board and Airport Commission for District 2
- Erick Crawford to the Library Board for a 4 year term that will expire on 06/30/2023 (4th Term - requires a super majority vote from Council)
  - Kenneth S. Harrison to the Airport Commission to fill an unexpired term ending on 06/30/2023
- g. Appointment to the Airport Commission for District 6
- Donald T. Faile to the Airport Commission for a 4 year term that will expire on 06/30/2023 (4th Term - Requires a Super Majority vote from Council)

## **11. Status of items tabled, recommitted, deferred or held**

**12. Miscellaneous Reports and Correspondence**

- a.** Charter Communications - Upcoming Changes

**13. Citizens Comments**

*[If Council delays until end of meeting]*

**14. Executive Session**

- a.** Two Items:

*1. Economic Development Discussion: Project Flow. SC Code 30-4-70(a)(5).*

*2. Discussion of compensation of personnel. SC Code 30-4-70(a)(1).*

**15. Adjournment**

*Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting. Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website: [www.mylancastersc.org](http://www.mylancastersc.org)*

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 8/12/2019

**Issue for Consideration:**

Approve or amend the minutes from the July 15, 2019 County Council regular meeting.

**Points to Consider:**

The draft minutes from the July 15, 2019 County Council regular meeting are attached for Council's review and approval.

**Funding and Liability Factors:**

N/A

**Council Options:**

Council can approve or amend the minutes.

**Recommendation:**

Approve the minutes as written.

**ATTACHMENTS:**

Description	Upload Date	Type
Draft Minutes from the 7-15-2019 County Council Regular Meeting	8/1/2019	Backup Material

**Council Members**

District 1: Terry Graham  
District 2: Charlene McGriff, Vice-Chair  
District 3: Billy Mosteller  
District 4: Larry Honeycutt, Secretary  
District 5: Steve Harper, Chair  
District 6: Allen Blackmon  
District 7: Brian Carnes



**County Attorney**  
John K. DuBose III

**Clerk to Council**  
Sherrie Simpson

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**July 15, 2019**

**5:30 PM**

**101 North Main Street  
Lancaster, SC 29720**

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**LANCASTER COUNTY COUNCIL  
County Council Chambers, County Administration  
Building, 101 North Main Street, Lancaster, SC 29720**

**MINUTES**

**DRAFT**

Council Members present at the regular meeting of County Council were Allen Blackmon, Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt and Charlene McGriff. Council Member Billy Mosteller was absent from the meeting. Also present at the meeting were County Administrator Steve Willis, Deputy County Administrator Alison Alexander, County Attorney John DuBose, Clerk to Council Sherrie Simpson, Deputy Clerk to Council Chelsea Gardner, Planning Director Rox Burhans, Chief Financial Officer Veronica Thompson, Budget Analyst Kim Belk, Fire/Emergency Services Director Darren Player, Economic Development Director Jamie Gilbert, EMS Director Clay Catoe, various department heads and elected officials, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

**Call to Order Regular Meeting - Chairman Steve Harper**

Steve Harper called the regular meeting of County Council to order at approximately 5:30 p.m. He explained that the microphones were not working in the Council Chambers and, therefore, everyone was going to have to speak loudly during the meeting.

**Executive Session**

**a. One Item:**

***1. Briefing on pending litigation. SC Code 30-4-70(a)(2).***

Charlene McGriff moved to go into Executive Session. The motion was seconded by Brian Carnes. The motion to go into Executive Session passed by a vote of 6-0. Pursuant to South Carolina Code 30-4-70(a)(2), Council went into Executive Session at approximately 5:32 p.m. to have a briefing on pending litigation.

Larry Honeycutt moved to come out of Executive Session. The motion was seconded by Allen Blackmon. The motion to come out of Executive Session passed by a vote of 6-0. Council came out of Executive Session at approximately 6:00 p.m.

Upon returning to open session, John DuBose noted, for the record, that Council received a briefing on pending litigation during Executive Session and that, during the course of that session, no votes were taken and no decisions were made regarding those pending matters.

### **Welcome and Recognition - Chairman Steve Harper**

Steve Harper welcomed everyone to the Council meeting. He explained that Councilman Billy Mosteller was absent from this meeting. He noted that during the last meeting, a Council member was also absent and, therefore, he did not vote as Chairman in order to avoid a tie vote on any item. However, he noted that, after further discussion with the County's legal counsel, the County Attorney has advised that he can vote even if there is a Council member absent from the meeting. He asked the County Attorney to explain the situation further. John DuBose explained that he misapplied the procedures in Lancaster County and confused our procedures with other Counties that his firm has represented. He noted that, after further research and consideration, that procedurally in Lancaster County, the Chairman would vote even in even numbers of attendees and that any tie vote would be considered a failure.

### **Pledge of Allegiance and Invocation - Brian Carnes**

Brian Carnes led the Pledge of Allegiance to the American Flag and delivered the Invocation.

### **Approval of the Agenda**

Terry Graham moved to approve the agenda. The motion was seconded by Brian Carnes.

Charlene McGriff moved to remove **Discussion And Action Item 10h. (Discussion Item - Updated Organizational Chart)**, as listed in the agenda packet, from the agenda and to allow the Administration Committee to review the matter at its next meeting. The motion was seconded by Larry Honeycutt. The motion to amend the agenda passed by a vote of 6-0.

Council approved the agenda as amended by a vote of 6-0.

### **Special Presentations**

There were no Special Presentations made during the Council meeting.

### **Citizens Comments**

Sara Phillips, Lancaster, SC, spoke regarding Best Friends Animal Society Network. She provided two articles to Council Members, one on becoming a Network partner and one on Trap/Neuter/Return. Copies of these articles were not provided to the Clerk to Council for inclusion with the minutes.

Ned Blackmon, Lancaster, SC spoke regarding the operation of a business in a residential neighborhood.

Waylon Wilson, Indian Land, SC, spoke regarding Ordinance 2019-1599.

### **Consent Agenda**

Charlene McGriff moved to approve Consent Agenda Item **a.**, which is the same as Item **8a.** listed in the agenda packet and is listed below. The motion was seconded by Allen Blackmon. There was no discussion regarding the Consent Agenda. Council approved Consent Agenda Item **a.** below by a vote of 6-0.

**DRAFT**

a. **Minutes from the June 24, 2019 County Council Regular Meeting**

**Non-Consent Agenda**

**Resolution 1058-R2019 regarding Approving the Removal And Relocation of an Abandoned Cemetery**

Resolution Title: Resolution 1058-R2019: A Resolution To Approve The Removal And Relocation Of An Abandoned Cemetery. - *John DuBose*

John DuBose reviewed Resolution 1058-R2019 with Council. Terry Graham moved to approve Resolution 1058-R2019. The motion was seconded by Brian Carnes. There was no discussion regarding the Resolution. Council approved Resolution 1058-R2019 by a vote of 6-0.

**Public Hearing and 2nd Reading of Ordinance 2019-1596 regarding Rezoning 5 Properties from Applicant Marvin & 521 Holdings, LLC from GB to MX**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Five (5) Properties Totaling ± 25.55 Acres Located Near The Intersection Of Highway 521 And Marvin Road, Indian Land, South Carolina 29707 (TMS# 0008G-0D-004.00, 0008-00-056.00, 0008-00-057.00, 0008-00-084.00, and 0008G-0D-003.00) From GB, General Business District To MX, Mixed Use District. - *Planning Commission recommended denial by a vote of 4-3. Passed 7-0 at the June 10, 2019 County Council Meeting. Deferred until July 15, 2019 at June 24, 2019 County Council Meeting. - Rox Burhans*

Rox Burhans reviewed Ordinance 2019-1596 with Council. Terry Graham expressed his concerns regarding increased traffic. Rox Burhans explained that the Planning Commission recommended denial of the Ordinance, but that they did not have the traffic trip generation table provided by the applicant that Council has. Larry Honeycutt asked if there had been conversations around the project qualifying as a Development Agreement. Rox Burhans indicated that, initially, they did not think the project would qualify for a Development Agreement but after further examination of the project's highlands acreage, they do think they would be eligible and would be willing to enter into a Memorandum of Understanding for a Development Agreement. John DuBose explained that the Development Agreement would be drafted by the County Attorney and the Developer's Attorney, along with input from staff. He noted that the process does allow for some members of Council to review the Agreement. Charlene McGriff indicated that Council no longer has a Committee established to review Development Agreements. After Council discussed the Development Agreement process, John DuBose suggested that Council form an ad hoc committee/standing subcommittee for the purpose of reviewing Development Agreements and Council agreed with the suggestion and asked that the formation of the committee be place on a future agenda.

Steve Harper opened the floor for the Public Hearing for the 2nd Reading of Ordinance 2019-1596 at approximately 6:34 p.m. There were approximately twenty-seven (27) citizens in attendance during the Public Hearing. One citizen signed up to speak during the Public Hearing.

Diane Poston, Indian Land, SC, spoke regarding her concerns for property values if the proposed development is not done appropriately and for traffic congestion if the proposed development is approved.

No one else came forward to speak when Steve Harper asked if anyone else wanted to speak regarding Ordinance 2019-1596. Steve Harper closed the Public Hearing for the Ordinance at approximately 6:37 p.m.

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2019-1596. The motion was seconded by Allen Blackmon.

Council discussed concerns regarding traffic and buffering. The developer, Troy Legge, and his associate spoke and addressed Council's concerns regarding buffering. Brian Carnes asked about the study regarding the traffic count and Council asked staff to provide that report to them at the 3rd Reading of the Ordinance.

Council approved the 2nd Reading of Ordinance 2019-1596 by a vote of 6-0. Council requested that the 3rd Reading of the Ordinance be placed on the Non-Consent agenda.

### **Public Hearing and 2nd Reading of Ordinance 2019-1597 regarding Amending Section 23-24 of the Lancaster County Code related to Noise**

Ordinance Title: An Ordinance To Amend Section 23-24 Of The Lancaster County Code Related To Evidence, Enforcement, And Penalties For Noise Complaints And To Provide For Matters Related Thereto. - *(Favorable Recommendation - Public Safety Committee). Passed 5-0 at the June 24, 2019 County Council Meeting. - Steve Willis/John DuBose*

Steve Willis indicated that there have not been any changes to the Ordinance since the first reading.

Steve Harper opened the floor for the Public Hearing for the 2nd Reading of Ordinance 2019-1597 at approximately 6:44 p.m. There were approximately twenty-seven (27) citizens in attendance during the Public Hearing. No citizens signed up to speak for the Public Hearing for Ordinance 2019-1597 or came forward to speak when Steve Harper asked if anyone wanted to speak who did not sign up to speak. Steve Harper closed the Public Hearing for Ordinance 2019-1597 at approximately 6:44 p.m.

Allen Blackmon moved to approve the 2nd Reading of Ordinance 2019-1597. The motion was seconded by Brian Carnes. There was no discussion regarding the Ordinance. Council approved the 2nd Reading of Ordinance 2019-1597 by a vote of 6-0.

### **Public Hearing and 2nd Reading of Ordinance 2019-1598 regarding Granting Right of Way to Lancaster County Water and Sewer District**

Ordinance Title: An Ordinance To Approve A Right Of Way Agreement Between Lancaster County And The Lancaster County Water And Sewer District, Providing An Easement To The Lancaster County Water And Sewer District To Be Located Within The Walnut Creek Recreational Complex; And To Authorize County Officials To Take Such Actions As Necessary To Effectuate The Purposes Of This Ordinance. - *Passed 5-0 at the June 24, 2019 County Council Meeting. - Steve Willis/John DuBose*

Steve Willis explained that there have not been any changes to the Ordinance since the first reading.

Steve Harper opened the floor for the Public Hearing for the 2nd Reading of Ordinance 2019-1598 at approximately 6:45 p.m. There were approximately twenty-seven (27) citizens in attendance during the Public Hearing. No citizens signed up to speak for the Public Hearing for Ordinance 2019-1598 or came forward to speak when Steve Harper asked if anyone wanted to speak who did not sign up to speak. Steve Harper closed the Public Hearing for Ordinance 2019-1598 at approximately 6:45 p.m.

Larry Honeycutt moved to approve the 2nd Reading of Ordinance 2019-1598. The motion was seconded by Charlene McGriff. There was no discussion regarding the Ordinance. Council approved the 2nd Reading of Ordinance 2019-1598 by a vote of 6-0.

### **1st Reading of Ordinance 2019-1599 regarding Amending the UDO by Removing the Requirement that County Council Conduct an Additional Public Hearing**

Ordinance Title: An Ordinance To Amend Ordinance 2016-1442, The Unified Development Ordinance ("UDO"), By The Deletion Of Existing Wording In Section 9.2.15(A)2 And Section 9.2.15(B) And The Addition Of Wording To Section 9.2.15(B). The Amendment Removes The Requirement That County Council Conduct A Public Hearing Additional To The Public Hearing Already Required Before Planning Commission For Text Amendments And Rezoning. The Amendment Also Removes The 12 Month Waiting Period For Subsequent Text Amendment And Rezoning Applications After Denial If The Subsequent Applications Is Initiated By County Council Or Planning Commission. - *Planning Commission recommended denial by a vote of 4-3. - Rox Burhans*

Charlene McGriff moved to approve the 1st Reading of Ordinance 2019-1599. The motion was seconded by

Larry Honeycutt. Rox Burhans reviewed the Ordinance with Council. He noted that State law only requires one (1) Public Hearing.

Allen Blackmon moved to amend or divide the issue. He explained that there are two (2) issues before Council: the twelve (12) month waiting period portion of the Ordinance and the Public hearing portion of the Ordinance. The motion was seconded by Brian Carnes. John DuBose explained that if the issue was divided, then a vote would be taken regarding Section 9.2.15(A)2 and then another vote would be taken on Section 9.2.15(B). The motion to divide the issue passed by a vote of 6-0.

Council discussed whether the Public Hearing should be removed from the Planning Commission meeting or from the Council meeting or if the County should continue to hold two (2) Public Hearings: one at Planning and one at Council. Terry Graham moved to deny removing the requirement that County Council conduct a Public Hearing Additional to the Public Hearing already required before Planning Commission for Text Amendments and Rezoning or Section 9.2.15(A)2. The motion was seconded by Brian Carnes. There was no further discussion. The motion to deny passed by a vote of 6-0. John DuBose explained that the County will continue to hold two (2) Public Hearings.

Regarding the second part of the issue, or Section 9.2.15(B), John DuBose explained the twelve (12) month waiting period requirement for subsequent applications after denial. He further explained that by approving the text amendment, applicants would have to wait twelve (12) months for same, subsequent applications after denial but that that requirement would not apply to Council or the Planning Commission. After Council discussion, Allen Blackmon moved to amend the waiting period for subsequent applications as written in the Ordinance. The motion was seconded by Charlene McGriff. The motion passed by a vote of 6-0.

### **1st Reading of Ordinance 2019-1600 regarding Amending the UDO in Chapter 3, Mixed Use District, Section 5, Urban District Development Standards**

Ordinance Title: An Ordinance To Amend Ordinance 2016-1442 (Unified Development Ordinance “UDO”) By Addition Of Wording To Chapter 3, Mixed Use District, Section 5, Urban District Development Standards To Allow A Twenty Percent Reduction In The Minimum Development Size Standard For Properties Currently Zoned With A Mixed Use Zoning Designation. - *Planning Commission recommended denial by a vote of 4-3. - Rox Burhans*

Brian Carnes moved to approve the 1st Reading of Ordinance 2019-1600. The motion was seconded by Charlene McGriff. Rox Burhans reviewed the Ordinance with Council. Brian Carnes asked how many parcels would be effected by the Ordinance and Rox Burhans responded that there are several that would be effected. John DuBose explained the rationale for the change.

Brian Carnes moved to defer the 1st Reading of Ordinance 2019-1600 until the next County Council meeting. He explained that he wanted staff to have time to determine the number of parcels effected by the change. The motion to defer was seconded by Larry Honeycutt.

Steve Harper explained that the County has a number of non-compliant parcels. He noted that these parcels are smaller parcels and he asked what was the plan to correct these zoning issues. Steve Willis indicated that this Ordinance would only be one tool in the toolbox for staff to use. Council and staff discussed other options available to help with rezonings for smaller parcels, whether all adjacent property owners had been notified and the need to know how many parcels would meet the 20 acre requirement but not the 25 acre one. The motion to defer the 1st Reading of Ordinance 2019-1600 until the next County Council meeting passed by a vote of 4-2. Brian Carnes, Larry Honeycutt, Charlene McGriff and Terry Graham voted in favor of the motion to defer and Allen Blackmon and Steve Harper opposed.

### **Discussion and Action Items**

#### **Committee Reports**

1. Infrastructure & Regulation (I & R) Committee - Committee Chair Larry Honeycutt

**DRAFT**

2. Public Safety Committee - Committee Chair Brian Carnes
3. Trail Advisory Committee - Committee Chair Brian Carnes
4. Administration Committee - Committee Chair Charlene McGriff

Larry Honeycutt explained that the Infrastructure and Regulation (I & R) Committee met on July 9, 2019 and discussed: (1) the update to the Solid Waste Plan; (2) the standardization of Public Hearing time limits and the Committee will be recommending that the limit be three (3) minutes in all Lancaster County meetings; (3) the possible improvements to Aviation Boulevard; (4) the purchase of waste removal equipment at the Airport; and (5) the EMS Headquarters building and the Committee is hoping that work on this building will be moving forward.

Brian Carnes noted that the Public Safety Committee met on July 9, 2019 also. He explained that the Committee discussed the following items: (1) the Duke grant for EMS; (2) the Fire Prevention grants; (3) the EMS Station 4/9 bids; and (4) the Fire Study. He noted that the Committee does not want the Fire Study to sit on the shelf but rather wants to see the Study's recommendations implemented.

Brian Carnes explained that the Trail Advisory Committee met on July 10, 2019 and had a representative from the Carolina Thread Trail to speak. He further explained that the subcommittee updated the Committee members on talks for Lancaster County to possibly form a local chapter of the Carolina Thread Trail.

Charlene McGriff explained that the Administration Committee has not yet held a regular meeting but that they have been having Special meetings regarding the Classification and Compensation study. She noted that the Committee is scheduled to have a meeting on Wednesday, July 17, 2019 at 1:00 p.m.

#### **Pending Projects Update - Steve Willis**

- Animal Shelter
- Fleet Maintenance Garage
- Public Library System
- Barnett Medical Building
- EMS Substation 4/9 - Old Bailes Road
- EMS HQ

Steve Willis indicated that he had not had any questions from Council regarding the update on the pending projects, but that if they have any questions, they can let him know.

#### **Appointment to Community Relations Commission for District 2**

- Clara Jones to the Community Relations Commission for a 4 year term that will expire on 06/30/2023 (3rd Term - requires a super majority vote from Council)

Larry Honeycutt moved to approve the appointments, as listed in the agenda packet, under **Discussion and Action Item 10c. (Appointment of Clara Jones to the Community Relations Commission for District 2), Item 10d. (Appointment of James Brandon Hill to the Historical Commission as an Advisor), Item 10e. (Appointment of Melissa Jones-Horton to the Community Relations Commission as the School Representative), Item 10f. (Appointments of Eileen B. White and Mark E. Scheiring to the Indian Land Fire Fee Board) and Item 10g (Appointment of Bret Baronak to the Trail Advisory Committee).** The motion was seconded by Charlene McGriff. Council approved all of the Board and Commission appointments listed on the agenda and above by a vote of 6-0.

### **Appointment to the Historical Commission as an Advisor**

- James Brandon Hill for a 4 year term that will expire on 06/30/2023 (1st Term)

The appointment was approved during **Discussion and Action Item 10c.**, as listed in the agenda packet. Please see the motion and approval under **Discussion and Action Items, Appointment to Community Relations Commission for District 2** above.

### **Appointment to the Community Relations Commission as the School Representative**

- Melissa Jones-Horton to the Community Relations Commission for a 4 year term that will end on 06/30/2023 (1st Term)

The appointment was approved during **Discussion and Action Item 10c.**, as listed in the agenda packet. Please see the motion and approval under **Discussion and Action Items, Appointment to Community Relations Commission for District 2** above.

### **Appointments to the Indian Land Fire Fee Board**

- Eileen B. White for a 4 year term expiring on 06/30/2023 (1st Term)
- Mark E. Scheiring for a 4 year term expiring on 06/30/2023 (1st Term)

The appointment was approved during **Discussion and Action Item 10c.**, as listed in the agenda packet. Please see the motion and approval under **Discussion and Action Items, Appointment to Community Relations Commission for District 2** above.

### **Appointment to the Trail Advisory Committee**

- Bret Baronak

The appointment was approved during **Discussion and Action Item 10c.**, as listed in the agenda packet. Please see the motion and approval under **Discussion and Action Items, Appointment to Community Relations Commission for District 2** above.

### **Discussion Item - Updated Organizational Chart - Steve Willis**

This item was removed from the agenda and sent to the Administration Committee for discussion during the Approval of the Agenda.

### **Discussion regarding Bids on EMS Station 4/9**

#### **(Favorable Recommendation - Public Safety Committee). - Steve Willis/Clay Catoe**

Steve Willis reviewed the handout "EMS 4/9 Project Update", which is attached to the written minutes in the Clerk to Council's office as Schedule A. He noted that the project had seven (7) bidders and that the bids were all within about a hundred thousand dollars of each other.

Brian Carnes moved that the County Administrator, County Attorney, County Financial Services Director, County Procurement staff and such other County officials as may be appropriate are authorized to award the bid for the construction of EMS Station 4/9 to the low bidder and begin value engineering and project finalization. Funding for this will come from the Development Agreement Fund (\$1,300,000) and the General Fund fund balance (\$730,063), which including costs already encumbered (\$207,389), is a not to exceed total of \$2,237,452 for EMS 4/9 project. The motion was seconded by Larry Honeycutt.

Council discussed the costs of building new buildings and Allen Blackmon asked the County Attorney to verify the State statutes regarding building/construction requirements. Larry Honeycutt noted that the County needs to have Impact Fees and Development Agreements.

Council approved the authorization to award the bid for the construction of EMS Station 4/9 to the low bidder by a vote of 5-1. Allen Blackmon, Brian Carnes, Larry Honeycutt, Charlene McGriff and Terry Graham voted in favor of the motion to authorize the award of the bid and Steve Harper opposed.

**Match Approval Request for Duke Grant from DHEC for EMS  
(Favorable Recommendation - Public Safety Committee). - Clay Catoe**

Larry Honeycutt moved to approve the grant match for the Duke grant from DHEC for EMS. The motion was seconded by Charlene McGriff. Clay Catoe reviewed the grant with Council. Steve Willis noted, for the record, that the grant match would come out of the grant match account. Council approved the grant match for the Duke grant from DHEC for EMS by a vote of 6-0.

**Information Only Item regarding Fire Prevention Grant Award - Darren Player**

Darren Player explained that the Fire Prevention grant was for Personal Protective Equipment for the Fire Marshall and that the funding would be one hundred percent (100%) grant with no required match from the County.

**Information Only Item regarding NFPA Community Risk Assessment for Lancaster County - Darren Player**

Darren Player explained that the NFPA Community Risk Assessment grant has been applied for but has not been awarded or accepted. He noted that there would be no money involved for the County. He explained that the County would be part of a beta testing group if selected for the grant.

**Scrivener's Error Corrections to the November 14, 2016 County Council Minutes - John DuBose**

John DuBose explained that a Scrivener's Error was discovered on the November 14, 2016 County Council minutes in the course of researching another issue. He further explained that, for those minutes, Council considered an attachment to the UDO that was not attached to the recorded minutes and that there were votes omitted on the written minutes, but the votes were clearly audible on the tape. He asked that Council substitute the corrected minutes. Allen Blackmon moved to adopt the corrected minutes from November 14, 2016 and substitute them for the previously approved minutes from November 14, 2016. The motion was seconded by Charlene McGriff. Council approved the corrected minutes from November 14, 2016 and substituted them for the previously approved minutes by a vote of 6-0.

**Status of items tabled, recommitted, deferred or held**

There were no items that were tabled, recommitted, deferred or held.

**Miscellaneous Reports and Correspondence**

The reports below were for information only for Council's review, but the items were not discussed during the meeting.

- a. Annual Report from the Lancaster County Department of Social Services for Fiscal Year 2018
- b. Charter Communications - Upcoming Changes

**DRAFT**

### Citizens Comments

All citizens were heard during the Citizens Comments held at the beginning of the Council meeting.

### Adjournment

Larry Honeycutt moved to adjourn the Council meeting. The motion was seconded by Brian Carnes. The motion to adjourn passed by a vote of 6-0. There being no further business, the regular meeting of Council adjourned at approximately 7:54 p.m.

## Agenda Item Summary

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Ordinance # / Resolution #: Ordinance 2019-1597

Contact Person / Sponsor: Steve Willis/Administration and John DuBose/County Attorney

Department: Administration

Date Requested to be on Agenda: 8/12/2019

**Issue for Consideration:**

To amend Section 23-24 of the County Code related to noise ordinance violations.

**Points to Consider:**

The Sheriff's Office reports problems associated with the enforcement of the noise ordinance. The problem is that the county code sets up a special category of prima facie evidence based on a specific quantity of citizen complainants even if the deputy does not observe the violation or have direct evidence of the violation. The establishment of prima facie evidence of a violation of county code without a concurring observation of law enforcement is unique among offenses in the county code.

The standard for bringing charges is when the law enforcement officer, based on their own observations and investigation, has probable cause to believe a violation has occurred. The proposed amendment will return the noise violation ordinance to this legal standard.

If a citizen is not satisfied with the decision of the law enforcement officer, they would retain the ability to seek legal redress through the court system.

**Funding and Liability Factors:**

N/A

**Council Options:**

Approve or reject the proposed Ordinance.

**Recommendation:**

Approve the proposed Ordinance.

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance 2019-1597	6/3/2019	Ordinance

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)  
)  
)

ORDINANCE NO. 2019-1597

~~Indicates Matter Stricken~~

Indicates New Matter

### AN ORDINANCE

#### TO AMEND SECTION 23-24 OF THE LANCASTER COUNTY CODE RELATED TO EVIDENCE, ENFORCEMENT, AND PENALTIES FOR NOISE COMPLAINTS AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

#### **Section 1.**     **Amendment to Section 23-24.**

Section 23-24 of the Lancaster County Code is amended as follows:

#### **Sec. 23-24. - Evidence, enforcement and penalties.**

- (a) The provisions of this article shall be enforced by the Lancaster County Sheriff's Office.
- (b) ~~The complaints of three (3) or more persons, or of one (1) or more persons, when combined with the complaint of a law enforcement officer, or the complaint of a law enforcement officer~~ is prima facie evidence that excessive noise regulated by this article has been produced.
- (c) A person violating this article shall be guilty of a misdemeanor and shall be punished by a fine and/or imprisonment as provided by section 1-10 of the Lancaster County Code of Ordinances for a first and a second offense. For a third or subsequent offense a person violating this article shall be punished by a minimum fine of \$250.00 and/or imprisonment as provided by section 1-10 of the Lancaster County Code of Ordinances. Each occurrence shall constitute a separate offense.

(Ord. No. 1394, § B, 5-23-2016)

#### **Section 2.**     **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 3.     Conflicting Provisions.**

To the extent this ordinance contains provisions that conflict with provisions contained 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 4.     Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:        June 24, 2019  
Second Reading:     July 15, 2019  
Public Hearing:        July 15, 2019  
Third Reading:        August 12, 2019

Approved as to form:

\_\_\_\_\_  
John DuBose, County Attorney

## Agenda Item Summary

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Ordinance # / Resolution #: 2019-1596/Planning Department File: RZ-019-018

Contact Person / Sponsor: Rox Burhans / Planning

Department: Planning

Date Requested to be on Agenda: 8/12/2019

### **Issue for Consideration:**

This is the rezoning application of Marvin & 521 Holdings, LLC to rezone five properties totaling ± 25.55 acre property from GB, General Business District to MX, Mixed-Use District. The purpose of this rezoning is allow for a mix of residential and commercial uses. (RZ-019-018). The property is located near the intersection of Highway 521 and Marvin Road, Indian Land, SC 29707.

### **Points to Consider:**

The property is currently zoned as GB, General Business District on the Lancaster County Zoning Map. The zoning district of General Business (GB) is “generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto- oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development.” (UDO section 2.3)

The Lancaster County Comprehensive Plan 2014-2024 identifies this property as Neighborhood Mixed Use on the Future Land Use Map. The Plan includes residential and commercial uses as representative typical land uses.

The requested MX, Mixed-Use District is established as a pedestrian-scaled, mixed-use district which caters to the everyday needs of nearby neighborhoods, stressing accessibility by automobiles, bicycles, and pedestrians. This district accommodates an active, pedestrian-friendly area of community-scale commercial, residential, office, and civic uses in both vertically mixed-use, as well as free-standing buildings. Retail should be placed at street level, with residential uses in rear or upper stories.

Recent Rezoning in the area:

RZ-019-011: The Griffin Family, 84 Acre parcel rezoned from LDR to GB – Approved by Council 5/13/2019

RZ-019-017: Brenda Johnson, .8 Acre parcel rezoned from LDR to GB- First Reading at Council 5/13/2019

There was discussion at the first ordinance reading regarding the ability to establish a Development Agreement in association with this project. It was reported that the subject property’s environmental features were unlikely to make this site eligible for a Development Agreement based on state law (i.e. min. 25-acres of “highland”). Since the June meeting, the applicant has undertaken a more detailed analysis of the site and has determined they have sufficient acreage of “highland” to enter into a Development Agreement with Lancaster County (see Highlands Assessment attachment). As part of the third reading of the rezoning ordinance, the applicant and Lancaster County will enter into a Memorandum of Understanding or similar instrument acknowledging the developer’s need to initiate a Development Agreement as part of the MX District master plan, which County Council also approves at a later date.

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

N/A

### **Council Options:**

To approve or deny the rezoning request.

### **Recommendation:**

The planning staff recommends that the rezoning request of Marvin & 521 Holdings, LLC be **approved**.

At the May 21, 2019 Planning Commission meeting, the Commission recommended **Denial** of the rezoning by a vote of 4-3.

At the above referenced meeting, no citizens signed up to speak on this case.

At the July 15th County Council meeting for 2nd Ordinance Reading, staff reported the applicant was qualified to enter into a Development Agreement and was willing to do so with submittal of their Mixed Use Master Plan, which Council must approve during a separate process. A Memorandum of Understanding will be executed to effect this arrangement.

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance 2019-1596	7/1/2019	Ordinance
Planning Staff Report: Marvin & 521 Holdings	5/30/2019	Planning Staff Report
Exhibit 1: Rezoning Application	5/30/2019	Exhibit
Exhibit 2: Location and Zoning Map	5/30/2019	Exhibit
Exhibit 3: Future Land Use Map	5/30/2019	Exhibit
Exhibit 4: Tax Inquiry Sheet	5/30/2019	Exhibit
Exhibit 5: Supplemental Information	5/30/2019	Exhibit
Highlands Assessment - Letter and Map	7/9/2019	Exhibit
Traffic Comparison: Existing Vs. Proposed Zoning	8/1/2019	Backup Material

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2019-1596

COUNTY OF LANCASTER

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**AN ORDINANCE**

**TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE FIVE (5) PROPERTIES TOTALING ± 25.55 ACRES LOCATED NEAR THE INTERSECTION OF HIGHWAY 521 AND MARVIN ROAD, INDIAN LAND, SOUTH CAROLINA 29707 (TMS# 0008G-0D-004.00, 0008-00-056.00, 0008-00-057.00, 0008-00-084.00, and 0008G-0D-003.00) FROM GB, GENERAL BUSINESS DISTRICT TO MX, MIXED USE DISTRICT.**

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

**Section 1. Findings and Determinations.**

The Council finds and determines that:

(a) Marvin & 521 Holdings, LLC applied to rezone five (5) properties located near the intersection of Highway 521 and Marvin Road, Indian Land, South Carolina 29707 (TMS# 0008G-0D-004.00, 0008-00-056.00, 0008-00-057.00, 0008-00-084.00, and 0008G-0D-003.00) from GB, General Business District to MX, Mixed Use District

(b) On May 21<sup>st</sup>, 2019, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (4-3), recommended denial of the rezoning.

(c) The Future Land Use Map (FLUM) identifies this property as Neighborhood Mixed-Use based on the *Lancaster County Comprehensive Plan 2014-2024*. MX, Mixed-Use District is established as a pedestrian-scaled, mixed-use district which caters to the everyday needs of nearby neighborhoods, stressing accessibility by automobiles, bicycles, and pedestrians. This district accommodates an active, pedestrian-friendly area of community-scale commercial, residential, office, and civic uses in both vertically mixed-use, as well as free-standing buildings.

(d) The parcels, when combined, meet the required minimum acreage of 25 acres to create a mixed use district. The requested zoning of Mixed Use (MX) is compatible with the 2024 Comprehensive Plan.

**Section 2. Rezoning.**

The Official Zoning Map is amended by changing the zoning district classification from GB, General Business District to MX, Mixed Use District for the following property as identified by tax map number or other appropriate identifier:

Tax Map Nos. 0008G-0D-004.00; 0008-00-056.00; 0008-00-057.00; 0008-00-084.00; 0008G-0D-003.00

**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**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:        June 10, 2019  
Second Reading:     July 15, 2019  
Public Hearing:        July 15, 2019  
Third Reading:        August 12, 2019

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**Proposal:** This is the rezoning application of Marvin & 521 Holdings, LLC to rezone five properties totaling ± 25.55 acres from GB, General Business District to MX, Mixed Use District. The purpose of this rezoning is allow for a mix of residential and commercial uses.

**Property Location:** Located near the intersection of Highway 521 and Marvin Road (TMS# 0008G-0D-004.00, 0008-00-056.00, 0008-00-057.00, 0008-00-084.00, and 0008G-0D-003.00)

**Zoning District Classification:** GB, General Business District. These parcels are also all within the Highway Corridor Overlay District.

**Council District:** District 7, Brian Carnes

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**Site Information**

*Site Description:* These parcels include two residential dwellings, two car repair shops, a mattress store, the Carolina Country Store, three former used car lots, and wooded land.

**Vicinity Data**

*Surrounding Conditions:* The property is adjacent to parcels that are zoned LDR, Low Density Residential District and GB, General Business District.

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**Exhibits**

1. **Rezoning Application**
2. **Location Map/ Zoning Map**
3. **Future Land Use Map**
4. **Tax Inquiry Sheet**
5. **Supplemental Information**

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**Findings and Conclusions**

The property is currently zoned as GB, General Business District on the Lancaster County Zoning Map. The zoning district of General Business (GB) is “generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto- oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development.” (UDO section 2.3)

The Lancaster County Comprehensive Plan 2014-2024 identifies this property as Neighborhood Mixed Use on the Future Land Use Map. The Plan includes residential and commercial uses as representative typical land uses.

The requested MX, Mixed-Use District is established as a pedestrian-scaled, mixed-use district which caters to the everyday needs of nearby neighborhoods, stressing accessibility by automobiles, bicycles, and pedestrians. This district accommodates an active, pedestrian-friendly area of community-scale

commercial, residential, office, and civic uses in both vertically mixed-use, as well as free-standing buildings. Retail should be placed at street level, with residential uses in rear or upper stories.

Recent Rezoning in the area:

RZ-019-011: The Griffin Family, 84 Acre parcel rezoned from LDR to GB – Approved by Council 5/13/2019

RZ-019-017: Brenda Johnson, .8 Acre parcel rezoned from LDR to GB- First Reading at Council 5/13/2019

Conclusion: The parcels, when combined, meet the required minimum acreage of 25 acres to create a mixed use district. The requested zoning of Mixed Use (MX) is compatible with the 2024 Comprehensive Plan.

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### **Planning Staff Recommendation**

It is therefore the recommendation of the planning staff that the rezoning request of Marvin & 521 Holdings, LLC for the 5 properties totaling ±25.55 acres located near the intersection of Highway 521 and Marvin Road be **APPROVED**.

## Exhibit 1

Case Number: RZ-019-018  
Cover Sheet

The applicant (Marvin & 521 Holdings, LLC) has obtained authorization from the individual land owners and provided the applications on a per parcel basis for ease. The intent is for the project to be viewed as a whole to meet the minimum development size for MX, Mixed Use District. Total proposed acreage will equal 25.55.

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### Site Information

TMS Number	Existing Zoning	Acreage
0008G-0D-004.00	GB	1.08
0008-00-056.00	GB	9.64
0008-00-057.00	GB	2.1
0008-00-084.00	GB	10.05
0008G-0D-003.00	GB	2.68

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Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721  
Phone: 803.285.6005, [planning@lanastercountysc.net](mailto:planning@lanastercountysc.net)  
[www.mylanastersc.org](http://www.mylanastersc.org)

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address 150 Mavin Road

City Indian Land State SC Zip 29707 Tax Parcel ID 0008G-0D-004.00

Current Zoning GB Current Use General Business

Proposed Zoning MX Total Acres 1.08

Project Description Applicant is seeking rezoning to MX to allow for mix of residential and commercial uses on this and adjacent assembled parcels. Area has been designated to be a "Walkable Neighborhood" according to Lancaster County's long-term plan

Surrounding Property Description surrounding property consists of a variety of general business uses; property across Marvin Road includes residential neighborhood consisting of single family homes

CONTACT INFORMATION

Applicant Name Marvin & 521 Holdings, LLC c/o Troy Legge, Manager

Address 514 Streamside Lane

City Marvin State NC Zip 28173 Phone 704.293.4412

Fax \_\_\_\_\_ Email troy.legge@talcre.com

Property Owner Name JAG Enterprises, LLC c/o Adolph Galindo

Address 8567 Henry Harris Road

City Indian Land State SC Zip 29707 Phone 803-547-5146

Fax \_\_\_\_\_ Email ccsi@comporium.net

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Suzanne Leger  
Applicant

4/11/2019  
Date

Property Owner(s) \_\_\_\_\_ Date \_\_\_\_\_  
Attach owner's notarized written authorization with property information if the applicant is not the owner.

**LANCASTER COUNTY OFFICE USE ONLY**

Application Number RZ-019-018 Date Received 4-18-19 Receipt Number 850215  
Amount Paid \$500.00 Check Number 1881 Cash Amount —  
Received By JB Planning Commission Meeting Date 5-21-19

**SCHEDULE/PROCESS 1. Submit Application**

- The deadline for this application is at least 30 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.

**2. Planning Commission**

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

**3. County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

OWNER'S AUTHORIZATION TO FILE ZONING MAP AMENDMENT APPLICATION

I, Adolph H. Galindo Jr, on behalf of JAG Enterprises, hereby authorize Troy Legge of Marvin & 521 Holdings LLC to act with full authority in the filing of the attached Zoning Map Amendment Application for the property located in Lancaster County, SC, Tax Parcel No. 0008G-0D-004.00.

Owner's Signature

Adolph H. Galindo Jr

State of

SC

County of

Lancaster

I, Aaron Schuster

Notary Public, do hereby certify that

Adolph H. Galindo (name of individual(s) whose acknowledgment is being taken) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this

16

day of

APRIL, 2019

(Official Seal)

Aaron Schuster

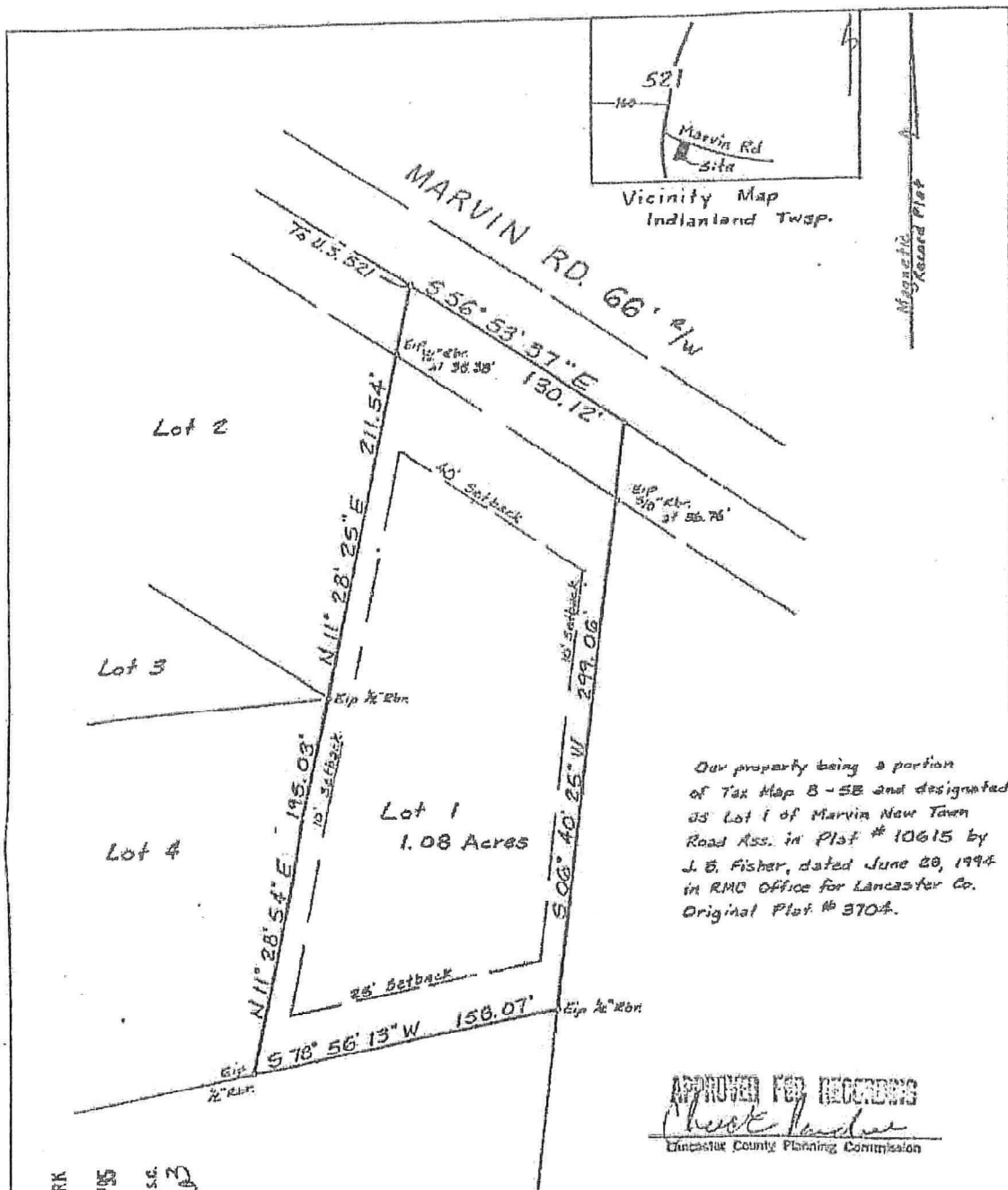
Official Signature of Notary

Aaron Schuster

Notary's Printed Name

My commission expires: My Commission Expires Feb. 16, 2028

My Commission Expires Feb. 16, 2028



FILED  
OFFICE OF CLERK  
OF COURT

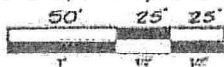
FEB 13 4 17 PM '95

CLERK OF COURT  
LANCASTER COUNTY, S.C.

#15403

**PLAT OF SURVEY FOR:  
PHILIP & BARBARA DILLON  
LANCASTER COUNTY, SOUTH CAROLINA**

SCALE: 1"=50'



DATE: 23 Feb. 1995

David D. Shaw  
Land Surveying, Inc.  
110 W. Lockman St.  
Fort Mill, SC 29715  
(803) 547-2828

"I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown. This property does not lie within a flood zone area unless otherwise shown."

*David D. Shaw*

David D. Shaw Job #

P.L.S. #15798

2014281

GENERAL PERMIT

\$1.00

Received of the Fort Mill Telephone Company

One and no/100 - - - - - Dollars, in consideration of which the undersigned hereby grants unto said Company, its respective successors, assigns, lessees, and agents, a right of way and easement to construct, reconstruct and maintain lines of telephone, telegraph, and electric power consisting of such wires and cables mounted on poles, placed in conduit, and/or buried, and such poles, guys, anchors, conduits, terminal housings, and other fixtures and appurtenances as the grantee may from time to time require upon, across, over and/or under the property which 2 1/2 - - - - - or in which W.A. have any interest in the township of Indian Land County of Lancaster State of South Carolina, lying on the southern side of S-29-54 between the property of Samuel H. Thompson on the east and the property of Donald R. Stephenson on the west. said right of way to consist of a ten- (10-) foot right of way parallel with and adjacent to S-29-54, as shown by sketch on reverse side:

and upon, along, and/or under the roads, streets, or highways adjoining or through said property, together with the following rights: to clear and keep clear all trees, undergrowth, or other obstructions within said right of way; to trim any trees along said lines so as to keep the wires and cables cleared at least thirty-six inches; to permit the attachment of, and/or carry in conduit, wires and cables of any other person or company for communication purposes or for the transmission and distribution of electric power; and, on the property adjacent to said line for any and all anchors and guy wires that may be reasonably necessary; and of ingress and egress to said line at all times for the purposes herein granted. The grantor for and self, and heirs, executors, administrators, successors, and assigns hereby covenants that no wire line will be erected or permitted on said property which in the judgment of the grantee, its successors, and assigns, will interfere with its service or endanger its lines. Reserving however, to the grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use does not interfere with or obstruct the rights herein granted, and provided further, that the grantor shall not build, create, or construct, nor permit others to build, create or construct, any building or other structure or obstruction on, over, or under said line or lines which may interfere with the construction, operation or maintenance thereof. Said sum being received in full payment for the rights herein granted.

WITNESS our hand and seal this 30 day of MARCH, A.D. 1974  
at Indian Land  
(Post Office Address)

Witness:

Carl Bayfield, Jr.  
Don Bayfield

Stephenson (ESTATE)  
x H. Parker Stephenson (SEAL)  
James Garfield Stephenson (SEAL)  
(SEAL)

(Land Owner)

Notary form on back.

One of above witnesses must appear before a Notary Public to have this properly notarized.

DEED BOOK B6 pg 4281.1

9939

2-10-2004  
PAGE

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
DIVISION OF ON-SITE WASTEWATER MANAGEMENT

REQUEST FOR PERMISSION TO INSTALL AN ON-SITE WASTEWATER  
TREATMENT AND DISPOSAL SYSTEM  
TO SERVE A Business

FILED  
OFFICE OF THE  
CLERK OF COURT  
MAR 3 12 2004  
LAWRENCE COUNTY, SC

Property Owner: Philip F. Dillon Telephone Number: 803-547-5000  
Owner's Address: 654 Ravenwood Dr., Ft. Mill, SC 29715  
Facility Name: Dillon Landscaping (Office & Garage)  
Facility Location/Address: Lot #1 Marvin Newtown Road Assoc.  
Tax Map Number: \_\_\_\_\_ Lot Number: #1 Block Number: \_\_\_\_\_

I, the undersigned property owner, hereby request permission from the South Carolina Department of Health and Environmental Control, hereinafter referred to as the Department, to install an on-site wastewater treatment and disposal system to serve a Business at the above-referenced location.

I have been advised by the Department that this facility cannot discharge chemicals, hazardous wastes, or any other process wastewater into the on-site system. I understand that the on-site system is strictly intended for sanitary wastewater (toilets) only.

I agree to strictly adhere to these requirements and to ensure that all personnel working at this facility also comply. I further agree to dispose of potentially hazardous wastes, if any, in a manner approved by the Department.

I, my heirs and assigns, agree to give notice to any grantee of this property that this document exists, and further agree to provide the grantee with a copy of this document and the Permit to Construct the system on this site.

I agree to record this properly executed document, attaching thereto a copy of the Permit to Construct, at the county office where deeds and related documents are recorded. I further agree to provide the County Health Department proof of same prior to receiving final approval of the installation.

(over)

The Department receives this request subject to this understanding and to all the conditions and obligations involved in this request.

Philip K. Smith 3-20-95  
Signature of Property Owner Date  
Mary L. Smith 3-20-95  
Witness (A) Date  
Stanley H. Smith 3-20-95  
Witness (B) Date

STATE OF SOUTH CAROLINA )

COUNTY OF LANCASTER

PROBATE

PERSONALLY appeared before me, Mary L. Smith and made oath that  
Witness (A)  
he saw the within-named Philip K. Smith sign, seal and as her/his  
Property Owner  
act and deed, deliver the within-written Request for the uses and purposes therein mentioned and  
that he with Stanley H. Smith witnessed execution thereof.  
Witness (B)

SWORN to me this 20th day of March, 1995

Mary L. Smith  
Notary Public for South Carolina

(L.S.) Mary L. Smith  
Witness (A)

My Commission Expires: By Constitution Expires March 2, 1998

DHEC/BEH/OWM  
10-93

RECEIVED

MAY 22 1995

DIV. OF ENV. HEALTH  
LANCASTER CO. HEALTH DEPT.

STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That Mrs. M. L. Davidson, grantor of said County and State, in consideration of the sum of \$1.00, to me in hand paid by DUKE POWER COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of

(North) J. W. Potts estate; (South) V. P. Tharrell; (East) F. P. Tharrell and others and (West) W. C. McGinn

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

IN WITNESS WHEREOF, the said grantor does hereunto set her hand and seal this 22 day of March, 1937.

Signed, sealed and delivered in the presence of:

Mrs. M. L. Davidson (SEAL)

M. P. Bridge

J. R. Wilson

STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

ss.

Personally appeared before me M. P. Bridge and made oath that he saw the within named Mrs. M. L. Davidson sign, seal, and as her act and deed deliver the within written instrument, and that he with J. R. Wilson witnessed the execution thereof.

Sworn to before me this 22 day of  
Mar. A.D., 1937.

M. P. Bridge (SEAL)

(SEAL) V. E. Craig  
Notary Public

REC. 9/15/37.

STATE OF SOUTH CAROLINA  
COUNTY OF

RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That W. B. Douglas, grantor of said County and State, in consideration of the sum of \$1.00, to me in hand paid by DUKE POWER COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of

(North) J. W. Potts and W. Fred Patterson (South) B. J. Alexander; (West) Sugar Creek and East A. M. Hall

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

IN WITNESS WHEREOF, the said grantor does hereunto set his hands and seals this  
DAY OF \_\_\_\_\_, 1937

Signed, sealed and delivered in the presence of:

W. B. Douglas (SEAL)

M. P. Bridge

J. R. Wilson

STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

ss.

Personally appeared before me M. P. Bridge and made oath that he saw the within named W. B. Douglas sign, seal, and as his act and deed deliver the within written instrument, and that he with J. R. Wilson witnessed the execution thereof.

Sworn to before me this 22 day of  
Mar. A.D., 1937.

M. P. Bridge (SEAL)

(SEAL) V. E. Craig  
Notary Public

REC. 9/15/37



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721  
Phone: 803.285.6005, [planning@lanastercountysc.net](mailto:planning@lanastercountysc.net)  
[www.mylanastercountysc.org](http://www.mylanastercountysc.org)

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address 170 Marvin Road & 190 Marvin Road  
City Indian Land State SC Zip 29707 Tax Parcel ID 0008-00-056.00  
Current Zoning GB Current Use General Business & Residential  
Proposed Zoning MX Total Acres 11.71  
Project Description Applicant is seeking to rezoning to MX to allow for mix of residential and commercial uses on this and adjacent assembled parcels. Area has been designated to become a "Walkable Neighborhood" according to Lancaster County's long-term plan.

Surrounding Property Description surrounding property consists of a variety of general business uses; property across Marvin Road is residential neighborhood consisting of single family homes

CONTACT INFORMATION

Applicant Name Marvin & 521 Holdings, LLC c/o Troy Legge, Manager  
Address 514 Streamside Lane  
City Marvin State NC Zip 28173 Phone 704.293.4412  
Fax \_\_\_\_\_ Email troy.legge@talcre.com  
Property Owner Name Mark Wayne Therrell, Cynthia and Therrell McDaniel and Betty Jo Therrell  
Address 101 Gates Drive  
City Oak Ridge State TN Zip 37830 Phone (864) 481-0603 or (864) 399-5026  
Fax \_\_\_\_\_ Email cindy@oakridgelodging.com

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Sam A. Luzzo  
Applicant

4/11/2019  
Date

\_\_\_\_\_  
Property Owner(s) Date  
Attach owner's notarized written authorization with property information if the applicant is not the owner.

**LANCASTER COUNTY OFFICE USE ONLY**

Application Number RZ-019-018 Date Received 4-18-19 Receipt Number 850215  
Amount Paid \$500.00 Check Number 1881 Cash Amount —  
Received By JB Planning Commission Meeting Date 5-21-19

**SCHEDULE/PROCESS 1. Submit Application**

- The deadline for this application is at least 30 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.

**2. Planning Commission**

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

**3. County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

OWNER'S AUTHORIZATION TO FILE ZONING MAP AMENDMENT APPLICATION

I, Mark Wayne Therrell hereby authorize Troy Legge of Marvin & 521 Holdings LLC to act with full authority in the filing of the attached Zoning Map Amendment Application for the property located in Lancaster County, SC, Tax Parcel Nos. 0008-00-056.00 and 0008-00-057.00.

Owner's Signature Mark W Therrell

State of SC  
County of Fairfield

I, Morgan Collins, Notary Public, do hereby certify that  
Mark Therrell (name of individual(s) whose acknowledgment is being taken)  
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 17 day of April, 2019.

(Official Seal)

Morgan Collins  
Official Signature of Notary  
Morgan Collins  
Notary's Printed Name  
My commission expires: \_\_\_\_\_

**MORGAN COLLINS**  
Notary Public, State of South C  
My Commission Expires April

OWNER'S AUTHORIZATION TO FILE ZONING MAP AMENDMENT APPLICATION

I, Cynthia Jane Therrell McDaniel, hereby authorize Troy Legge of Marvin & 521 Holdings LLC to act with full authority in the filing of the attached Zoning Map Amendment Application for the property located in Lancaster County, SC, Tax Parcel Nos. 0008-00-056.00 and 0008-00-057.00.

Owner's Signature Cynthia Jane Therrell McDaniel

State of Tennessee  
County of Anderson

I, Kimberly Ferguson, Notary Public, do hereby certify that  
Cynthia Jane Therrell McDaniel (name of individual(s) whose acknowledgment is being taken)  
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 17<sup>th</sup> day of April, 2019.

(Official Seal)

Kimberly Ferguson

Official Signature of Notary

Kimberly Ferguson

Notary's Printed Name

My commission expires: 9-26-2020



OWNER'S AUTHORIZATION TO FILE ZONING MAP AMENDMENT APPLICATION

I, Betty Jo Therrell, hereby authorize Troy Legge of Marvin & 521 Holdings LLC to act with full authority in the filing of the attached Zoning Map Amendment Application for the property located in Lancaster County, SC, Tax Parcel Nos. 0008-00-056.00 and 0008-00-057.00.

Owner's Signature Betty Jo Therrell

State of SC  
County of Lancaster

I, Aaron Schuster, Notary Public, do hereby certify that  
Betty Jo Therrell (name of individual(s) whose acknowledgment is being taken)  
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 17 day of April, 2019.

(Official Seal)

Aaron Schuster

Official Signature of Notary  
Aaron Schuster

Notary's Printed Name

My commission expires: \_\_\_\_\_

My Commission Expires Feb. 16, 2023





Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721  
Phone: 803.285.6005, [planning@lanastercountysc.net](mailto:planning@lanastercountysc.net)  
[www.mylanastercsc.org](http://www.mylanastercsc.org)

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address 9424 Charlotte Hwy  
City Indian Land State SC Zip 29707 Tax Parcel ID 0008-00-084  
Current Zoning GB Current Use General Business & Vacant  
Proposed Zoning MX Total Acres 10.05  
Project Description Applicant is seeking to rezoning to MX to allow for mix of residential and commercial uses on this and adjacent assembled parcels. Area has been designated to become a "Walkable Neighborhood" according to Lancaster County's long-term plan.  
  
Surrounding Property Description surrounding property consists of a variety of general business uses; property across Marvin Road is residential neighborhood consisting of single family homes

CONTACT INFORMATION

Applicant Name Marvin & 521 Holdings, LLC c/o Troy Legge, Manager  
Address 514 Streamside Lane  
City Marvin State NC Zip 28173 Phone 704.293.4412  
Fax  Email troy.legge@talcre.com  
Property Owner Name Ray Family, LLC c/o Phillip Ray  
Address 1106 Dover Road  
City Greensboro State NC Zip 27408 Phone 336.210.0034  
Fax  Email fray@tarheel.biz

Suzanne Luzzo

Date \_\_\_\_\_

Date \_\_\_\_\_

LANCASTER COUNTY OFFICE USE ONLY

Received By JB Planning Commission Meeting Date 5-21-19

OWNER'S AUTHORIZATION TO FILE ZONING MAP  
AMENDMENT APPLICATION

I, Phillip D Ray Jr, of Ray Family LLC  
hereby authorize Troy Legge of Marvin & 521 Holdings LLC to  
act with full authority in the filing of the attached Zoning Map  
Amendment Application for the property located in Lancaster  
County, SC, PIN #0008-00-084.

Owner's

Signature Phillip D Ray Jr

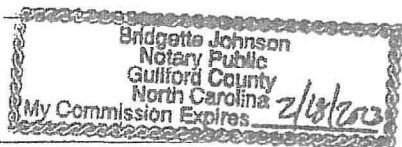
State of NC Carolina

County of Guilford

I, Bridgette Johnson, Notary Public, do  
hereby certify that Phillip D Ray Jr. (name  
of individual(s) whose acknowledgment is being taken)  
personally appeared before me this day and acknowledged the  
due execution of the foregoing instrument.

Witness my hand and official seal this 5 day of  
April, 2019.

(Official  
Seal)



[Signature]  
Official Signature of Notary

Bridgette Johnson

Notary's Printed Name

My commission expires: 2/18/2023



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721  
Phone: 803.285.6005, [planning@lancastercountysc.net](mailto:planning@lancastercountysc.net)  
[www.mylancastersc.org](http://www.mylancastersc.org)

**ZONING MAP AMENDMENT APPLICATION**

**SUBMITTAL REQUIREMENTS**

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

**GENERAL INFORMATION**

Property Address 9510 Charlotte Hwy

City Indian Land State SC Zip 29707 Tax Parcel ID 0008G-0D-003.00

Current Zoning GB Current Use General Business / Retail

Proposed Zoning MX Total Acres 2.68

Project Description Applicant is seeking to rezone to MX to allow for mix of residential and commercial uses on this and adjacent assembled parcels. Area has been designated to become a "Walkable Neighborhood" according to Lancaster County's long-term plan.

Surrounding Property Description surrounding property consists of a variety of general business uses; property across Marvin Road is residential neighborhood consisting of single family homes

**CONTACT INFORMATION**

Applicant Name Marvin & 521 Holdings, LLC c/o Troy Legge, Manager

Address 514 Streamside Lane

City Marvin State NC Zip 28173 Phone 704.293.4412

Fax \_\_\_\_\_ Email troy.legge@talcre.com

Property Owner Name JKG Enterprises, LLC c/o Jeff Galindo

Address 4605 Island Forks Road

City Lake Wylie State SC Zip 29710 Phone 803-547-5146

Fax \_\_\_\_\_ Email ccsi@comporium.net

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Sam C. Leger

Applicant

4/11/2019

Date

Property Owner(s)

Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

**LANCASTER COUNTY OFFICE USE ONLY**

Application Number RZ-019-018 Date Received 4-18-19 Receipt Number 850215

Amount Paid \$500.00 Check Number 1881 Cash Amount —

Received By QJB Planning Commission Meeting Date 5-21-19

**SCHEDULE/PROCESS 1. Submit Application**

- The deadline for this application is at least 30 days prior to the Planning Commission meeting, held every third Tuesday of the month.
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- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

**3. County Council**

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- Action requires three readings for approval.
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- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

OWNER'S AUTHORIZATION TO FILE ZONING MAP AMENDMENT APPLICATION

I, Jeff Galindo, on behalf of JKG Enterprises, hereby authorize Troy Legge of Marvin & 521 Holdings LLC to act with full authority in the filing of the attached Zoning Map Amendment Application for the property located in Lancaster County, SC, Tax Parcel No. 0008G-0D-003.00.

Owner's Signature Jeff Galindo

State of South Carolina

County of Lancaster

I, Hailey Mullinax, Notary Public, do hereby certify that  
Jeff Galindo (name of individual(s) whose acknowledgment is being taken)  
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 5 day of April, 2019.

(Official Seal)

Hailey Mullinax

Official Signature of Notary

Hailey Mullinax

Notary's Printed Name

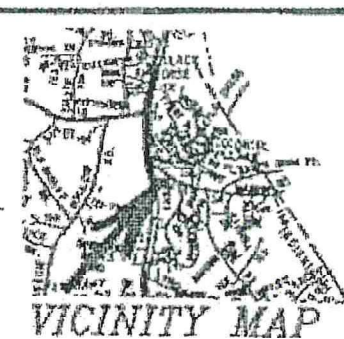
My commission expires: 09-10-2028

**FILED**  
**OFFICE OF CLERK**  
**OF COURT**

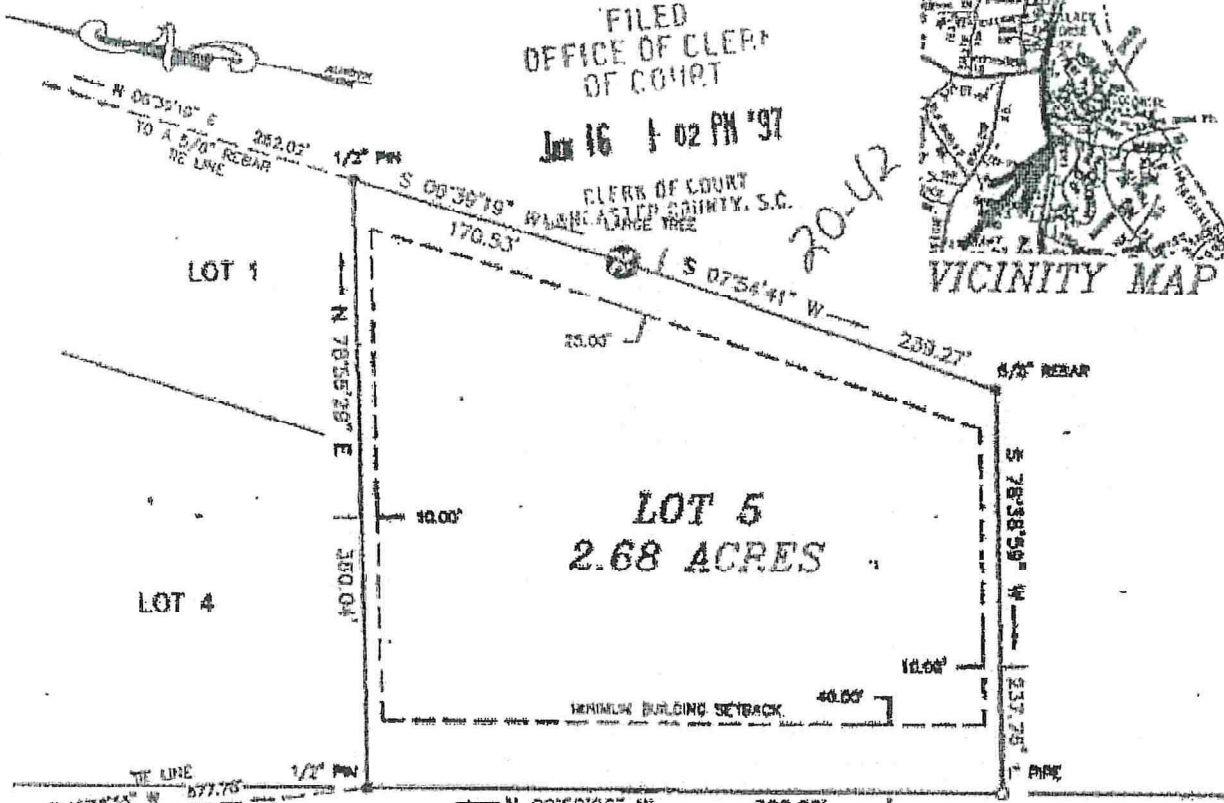
**JUN 16 1 02 PM '97**

CLERK OF COURT  
LANCASTER COUNTY, S.C.

20-42



**VICINITY MAP**



**LOT 5**  
**2.68 ACRES**

**U.S. HIGHWAY 521 - 172'± R/W**

**DRAINAGE AND UTILITIES EASEMENTS:**

10' ON EACH SIDE OF ALL SIDE LOT LINES  
30' INSIDE FRONT ROAD R/W LINES  
20' INSIDE ALL REAR LOT LINES

**(MINIMUM) YARD AND BUILDING SETBACK REQUIREMENTS:**

	RESIDENTIAL USE
FRONT YARD SETBACK	40'
SIDE YARD SETBACK	10'
REAR YARD SETBACK	25'

**NOTE:** THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

**MONUMENTS LEGEND**

	FOUND	SET
IRON PIPE	○	⊗
IRON PIN	•	⊕

**REVISIONS:**


97-42

**PROPERTY SURVEYED FOR**  
**LYNN H. MARTIN**

**LOCATED IN THE INDIANLAND TOWNSHIP**  
**LANCASTER COUNTY, SOUTH CAROLINA**  
**AUGUST 8, 1994**

THIS PROPERTY IS DESIGNATED AS LOT 5 ON PLAT OF PROPERTY SURVEYED FOR MARVIN NEW TOWN ROAD ASSOCIATES, PREPARED BY J.B. FISHER, JUNE 28, 1994 AND REVISED AUGUST 8, 1994.


I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown.

**APPROVED FOR RECORDING**

*[Signature]* 1-16-97 J.B. Fisher

Lancaster County Planning Commission S.C. R.L.S. 4179-B

**SCALE 1" = 100'**



**J.B. FISHER, SURVEYOR**  
2051 EBENEZER ROAD  
ROCK HILL, S.C. 29732  
1-803-327-1232  
1-800-535-0920

Book 97 Page 0.002

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That Mrs. M. L. Davidson, grantor of said County and State, in consideration of the sum of \$1.00, to me in hand paid by DUKE POWER COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of

(North) G. W. Potts estate; (South) F. P. Therrell; (East) F. P. Therrell and others and (West) W. C. McGinn

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

IN WITNESS WHEREOF, the said grantor does hereunto set her hand and seal this 22 day of March, 1937.

Signed, sealed and delivered in the presence of:

Mrs. M. L. Davidson (SEAL)

M. P. Bridge

J. R. Wilson

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

Personally appeared before me M. P. Bridge and made oath that he saw the within named Mrs. M. L. Davidson sign, seal, and as her act and deed deliver the within written instrument, and that he with J. R. Wilson witnessed the execution thereof.

Sworn to before me this 22 day of March, A.D., 1937.

M. P. Bridge (SEAL)

(SEAL) V. E. Craig

Notary Public

(seal)

REG. 9/18/37.

STATE OF SOUTH CAROLINA

COUNTY OF

RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That W. B. Douglas, grantor of said County and State, in consideration of the sum of \$1.00, to me in hand paid by DUKE POWER COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of

(North) J. W. Potts Est W. Fred Patterson (South) B. J. Alexander; (West) Sugar Creek and East A. M. Hall

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

IN WITNESS WHEREOF, the said grantor does hereunto set his hands and seal this DAY OF 1937

Signed, sealed and delivered in the presence of:

W. B. Douglas (SEAL)

M. P. Bridge

J. R. Wilson

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

Personally appeared before me M. P. Bridge and made oath that he saw the within named W. B. Douglas sign, seal, and as his act and deed deliver the within written instrument, and that he with J. R. Wilson witnessed the execution thereof.

Sworn to before me this 22 day of March, A.D., 1937.

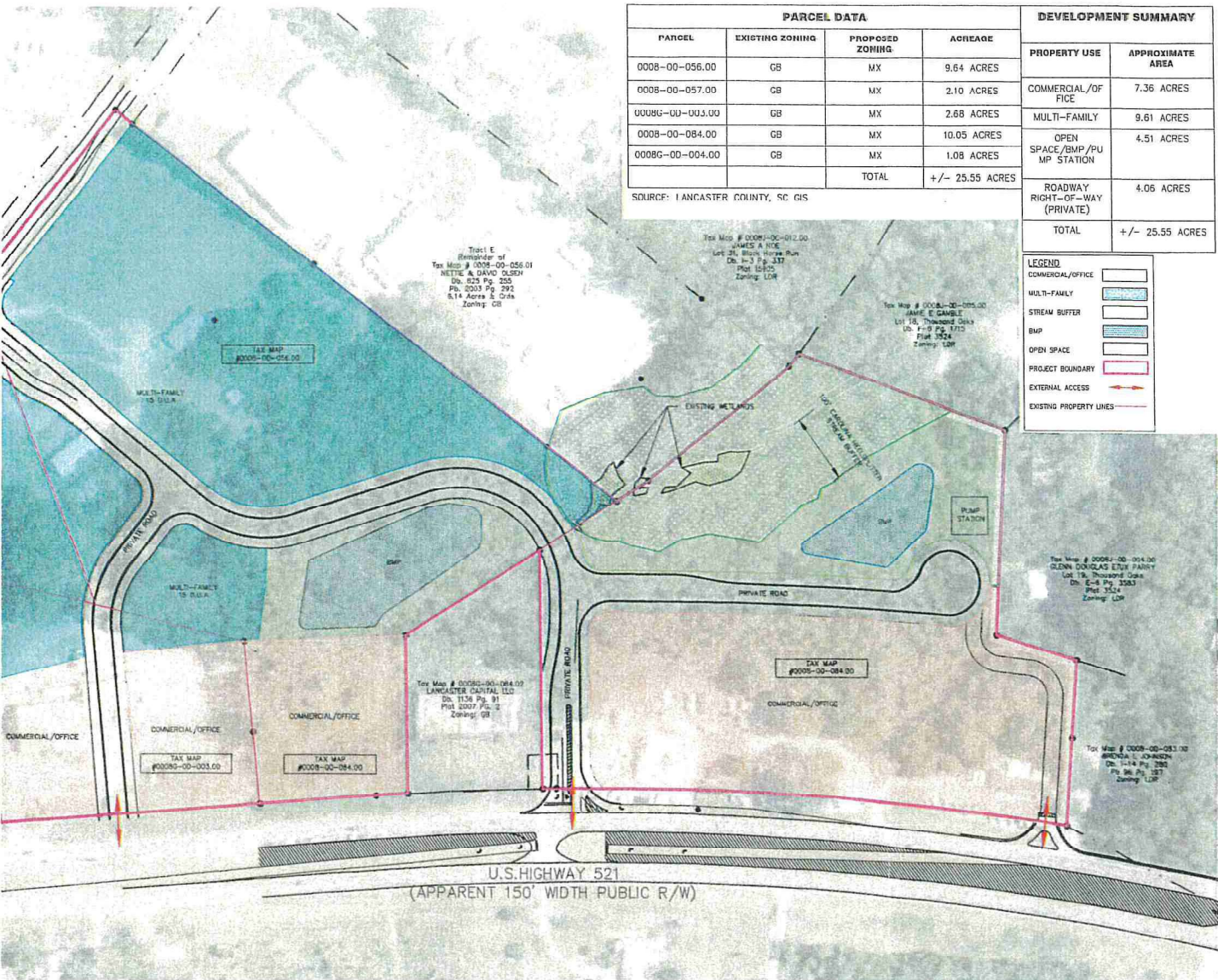
M. P. Bridge (SEAL)

(SEAL) V. E. Craig

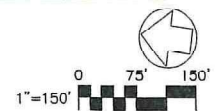
Notary Public

(seal)

REG. 9/18/37



# **MARVIN @ 521 DEVELOPMENT PROPERTY REZONING EXHIBIT** **NOT FOR CONSTRUCTION**





Surveyed 11/12/18 SCALE 1" = 100'

1. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

2. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

3. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

4. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

5. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

6. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

7. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

8. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

9. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

10. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

11. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

12. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

13. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

14. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

15. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

16. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

17. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

18. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

19. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

20. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

21. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

22. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

23. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

24. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

25. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

26. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

27. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

28. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

29. The following is a true and correct copy of the original survey as shown on the map and as shown on the plat.

PROJECT No.	DATE	REVISION
101	11/12/18	
102	11/12/18	
103	11/12/18	
104	11/12/18	
105	11/12/18	
106	11/12/18	
107	11/12/18	
108	11/12/18	
109	11/12/18	
110	11/12/18	

**PITTMAN**  
professional land surveying

ALTAMERS LAND TITLE SURVEY  
KEVIN DELEHANTY  
Marvin & 521 Holand, LLC  
TBD, LLC a North Carolina limited liability company  
CHICAGO TITLE INSURANCE CO  
CHICAGO, ILLINOIS  
1800 Madison Road  
INDIAN LAND TOWNSHIP, SOUTHERN COUNTY, SOUTH CAROLINA

SHEET NO.  
**S1**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2634.00'	567.44'	567.00'	N 30° 15' 00" W

LINE	BEARING	DISTANCE
1	N 11° 12' 00" W	48.00'
2	N 11° 12' 00" W	48.00'
3	S 20° 15' 00" W	48.00'
4	S 20° 15' 00" W	48.00'
5	S 20° 15' 00" W	48.00'
6	S 20° 15' 00" W	48.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2634.00'	567.44'	567.00'	N 30° 15' 00" W

LINE	BEARING	DISTANCE
1	N 11° 12' 00" W	48.00'
2	N 11° 12' 00" W	48.00'
3	S 20° 15' 00" W	48.00'
4	S 20° 15' 00" W	48.00'
5	S 20° 15' 00" W	48.00'
6	S 20° 15' 00" W	48.00'

Lancaster County  
Planning Administrator  
101 N. Main Street  
Lancaster, SC 29721  
April 18, 2019

Dear Planning Administrator,

The attached documentation is in support of the request to rezone the parcels in table below from General Business (GB) to Mixed Use (MX). These parcels will be combined, to form the Marvin @ 521 – Mixed Use Project site.

Parcel	Existing Zoning
0008-00-056.00	GB
0008-00-057.00	GB
0008G-0D-003.00	GB
008-00-084.00	GB
0008G-0D-004.00	GB

The Applicant (Marvin & 521 Holdings, LLC c/o Troy Legge) obtained authorization from the individual land owners and provided the application on a per parcel basis for ease. The intent is for the project to be viewed in whole to meet the minimum MX development size of 25 acre.

The Applicant intends for the Marvin @ 521 – Mixed Use Project to consist of a mix of residential and commercial uses as depicted on the attached rezoning exhibit. The proposed uses are consistent with the adjacent properties. Open spaces throughout the site are generally depicted but will be subject to change as to location and configuration as the engineering of the BMP is completed. The primary access to the development is to be provided from US Highway 521 and Marvin Road. The alignment of internal driveways will be designed to accommodate the building and parking layout while complying with the Lancaster UDO development standards.

We respectfully request your support and approval for the rezoning application and look forward to continuing to work with you on the development of this project.

Respectfully,

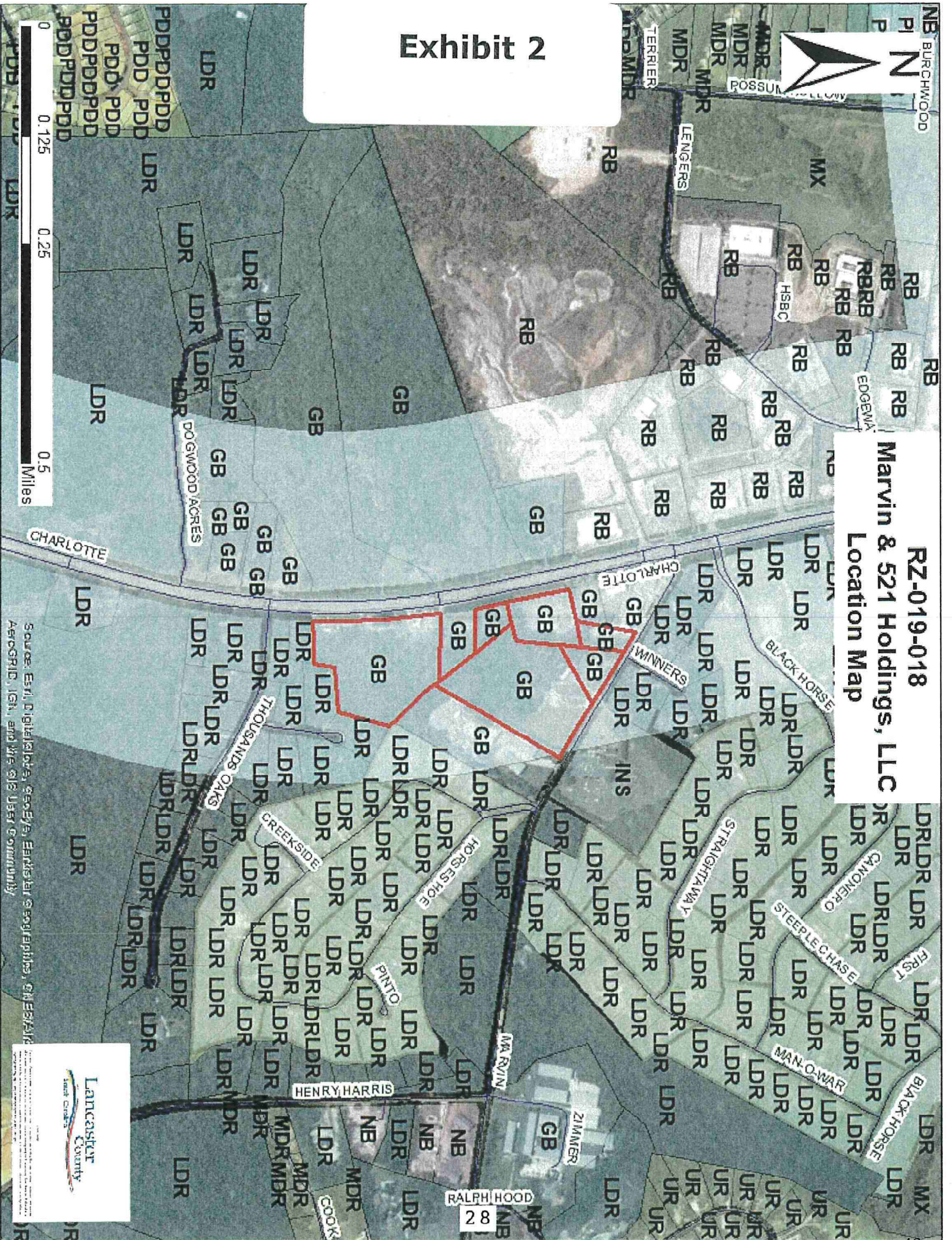


Claudia Prado  
Project Manager  
Michael Baker International

# Exhibit 2



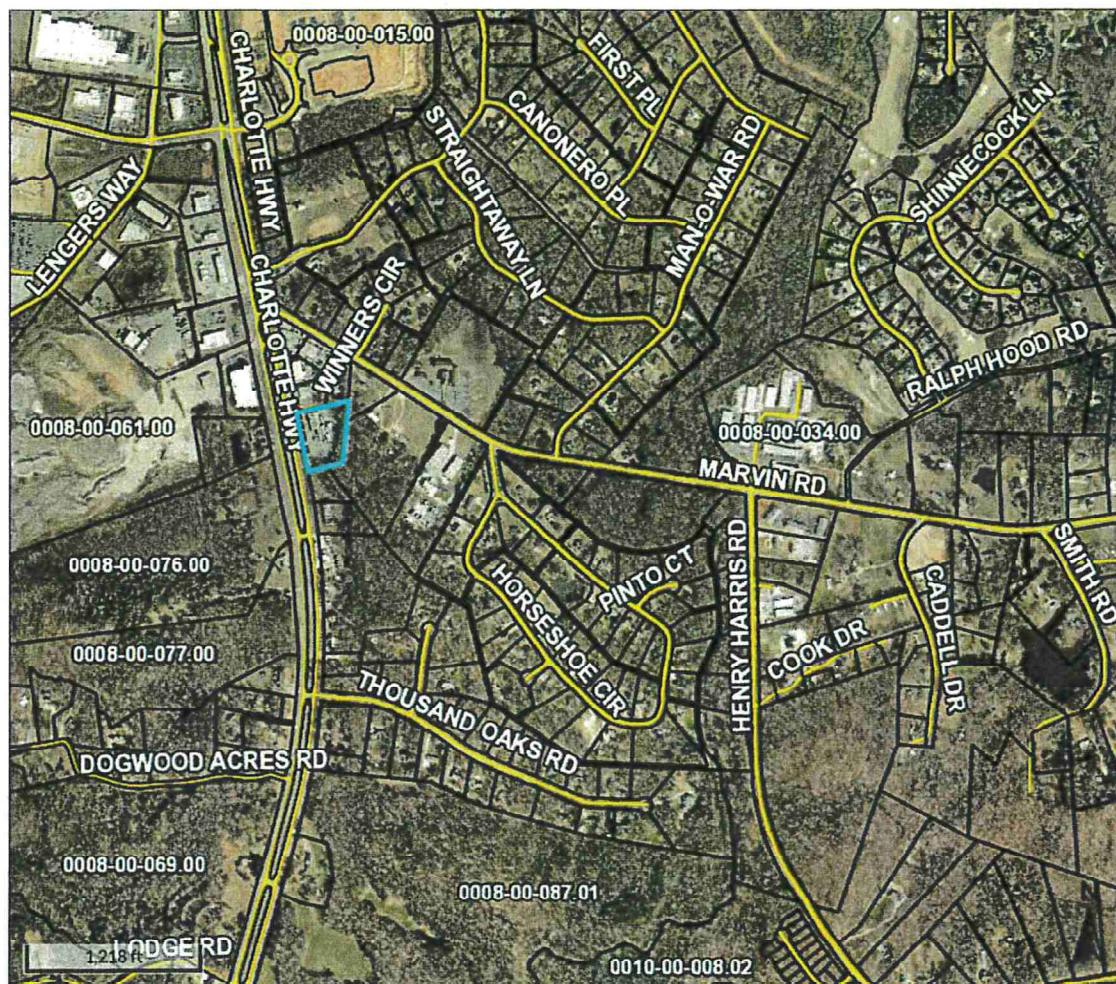
**RZ-019-018**  
**Marvin & 521 Holdings, LLC**  
**Location Map**





Source: Esri's DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus  
DigitalGlobe, IGN, the AeroGRID and IGN User Community





29



Overview



Legend

-  Parcel Numbers
-  Parcels
-  Roads
-  Railroad

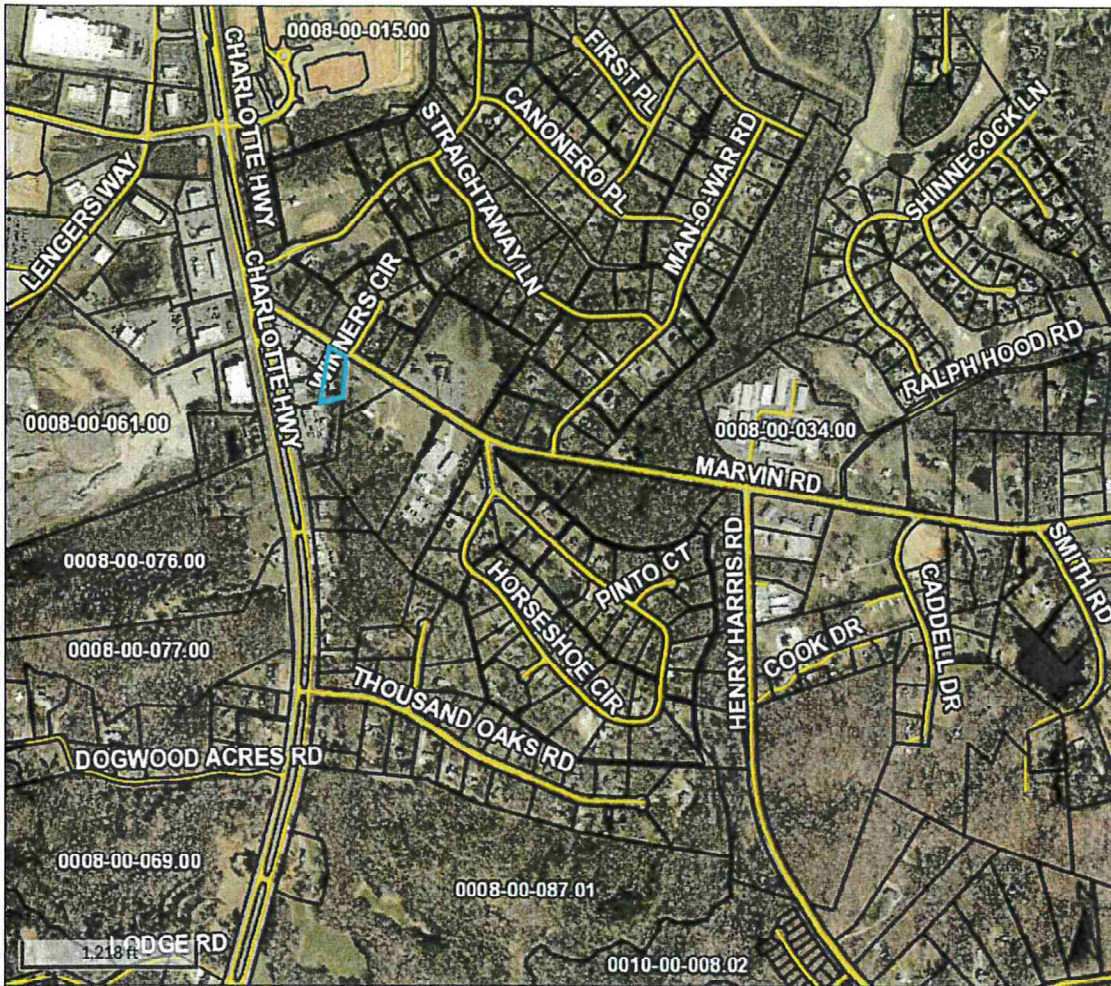
Parcel ID	0008G-0D-003.00	Owner	JKG ENTERPRISES	Last 2 Sales			
Class Code	Non Qualified		LLC	Date	Price	Reason	Qual
	Commercial		9510 CHARLOTTE	1/14/2005	\$650000	SOLD DOES NOT MATCH	Q
Taxing	County		HWY			APPRAISAL RECORD	
District	Indian Land		INDIAN LAND, SC	n/a	0	n/a	n/a
Acres	2.68		29707				
		Physical	9510 CHARLOTTE				
		Address	HWY				
		Assessed					
		Value					

(Note: Not to be used on legal documents)

Date created: 5/6/2019

Last Data Uploaded: 5/6/2019 1:06:21 AM

Developed by  **Schneider**  
GEOSPATIAL



Overview



Legend

- Parcel Numbers
- Parcels
- Roads
- Railroad

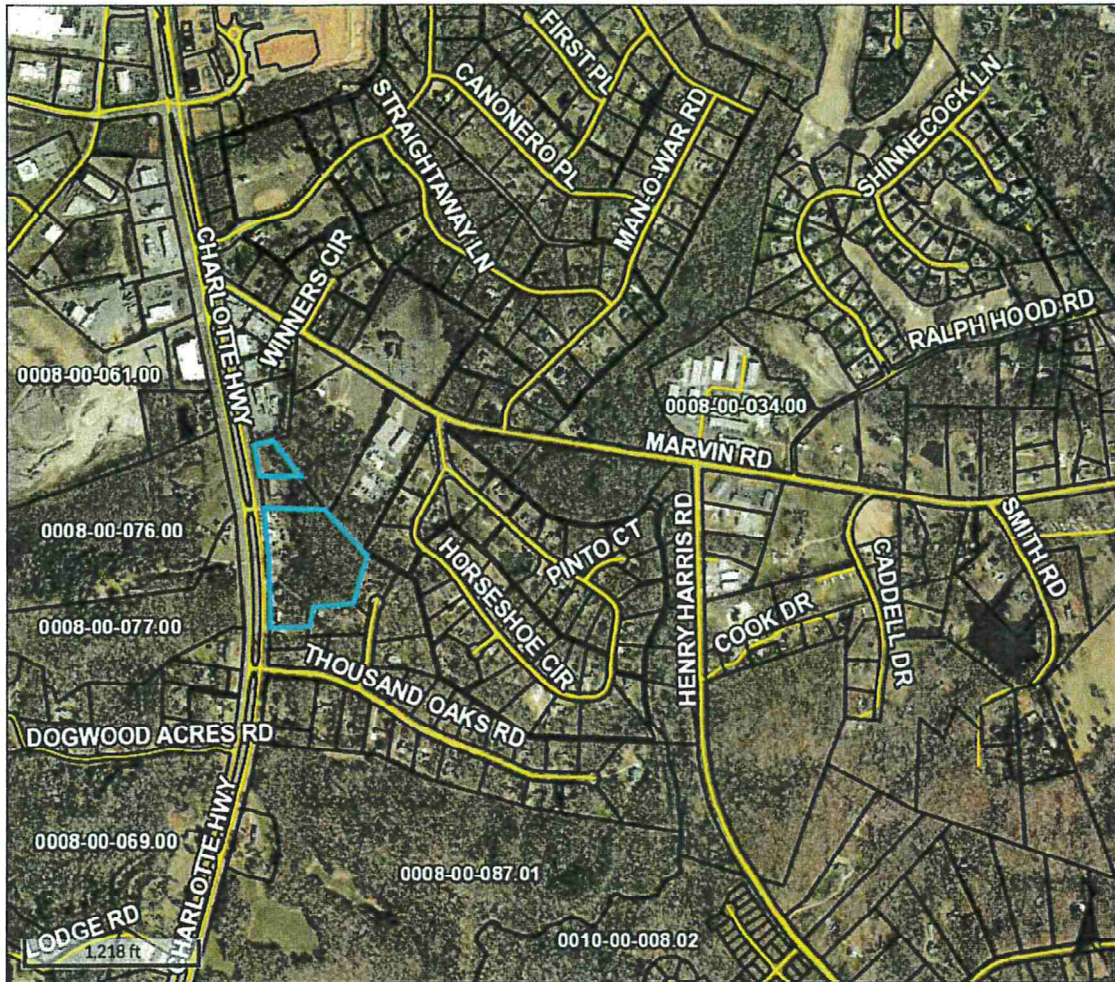
Parcel ID	0008G-0D-004.00	Owner	JAG ENTERPRISES	Last 2 Sales			
Class Code	Non Qualified Commercial		LLC	Date	Price	Reason	Qual
Taxing	County		8567 HENRY	12/31/2012	0	SOLD DOES NOT MATCH APPRAISAL RECORD	Q
District	Indian Land		HARRIS RD	2/6/2003	\$300000	TRUE SALE	Q
Acres	1.08		INDIAN LAND, SC 29707				
		Physical Address	150 MARVIN RD				
		Assessed Value					

(Note: Not to be used on legal documents)

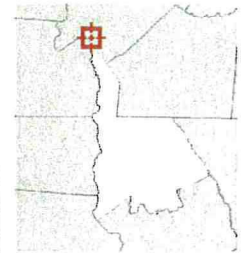
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


Developed by Schneider GEOSPATIAL



Overview



Legend

-  Parcel Numbers
-  Parcels
-  Roads
-  Railroad

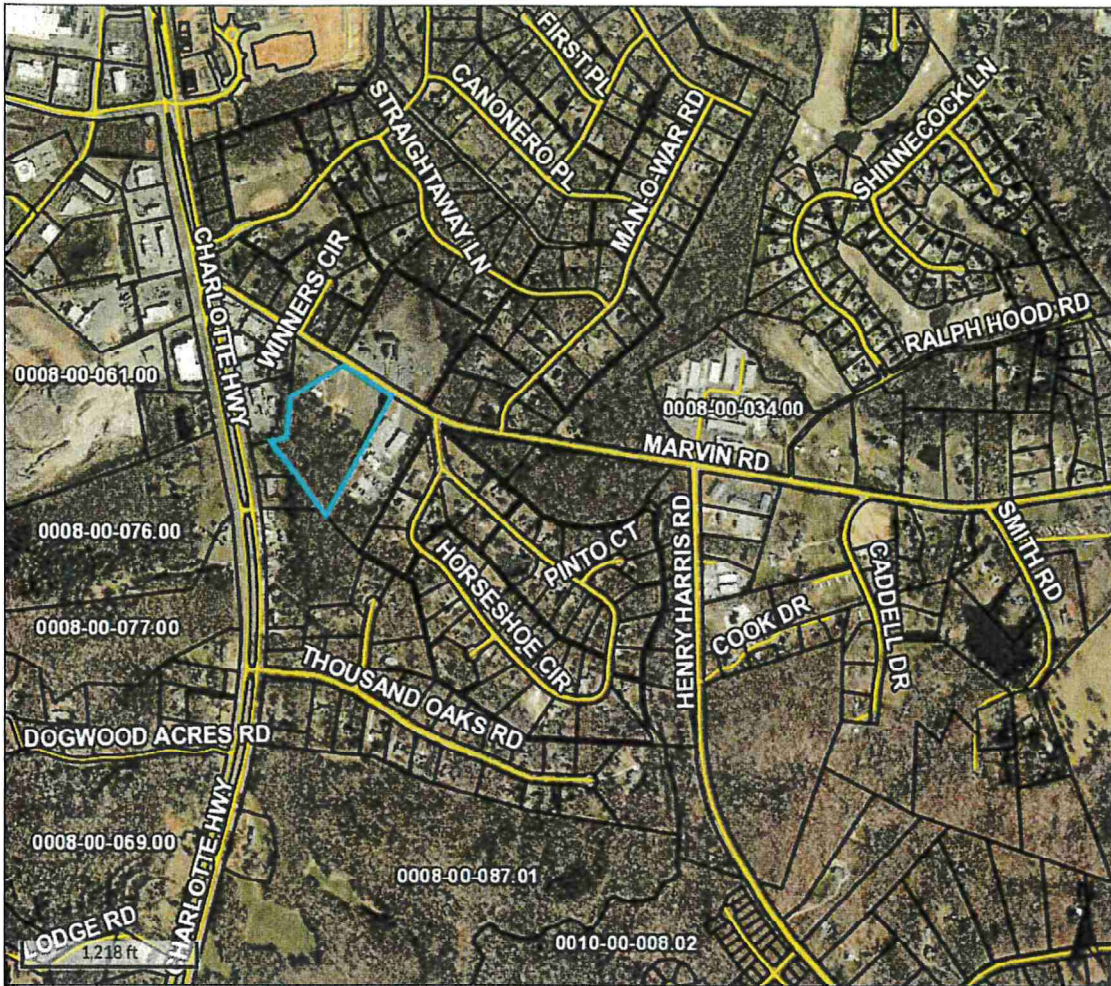
Parcel ID	0008-00-084.00	Owner	RAY FAMILY LLC	Last 2 Sales			
Class Code	Non Qualified		PO BOX 729	Date	Price	Reason	Qual
	Commercial		FORT MILL, SC	8/22/2008	0	NONATI	Q
Taxing	County		29716	1/24/2008	0	SOLD DOES NOT MATCH APPRAISAL	Q
District	Lancaster	Physical	HWY 521			RECORD	
Acres	10.05	Address					
		Assessed	Value \$34				
		Value					

(Note: Not to be used on legal documents)

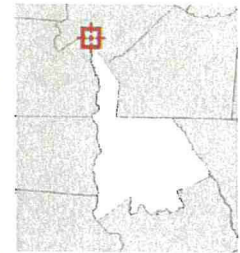
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Developed by  **Schneider**  
GEOSPATIAL



Overview



Legend

- Parcel Numbers
- Parcels
- Roads
- Railroad

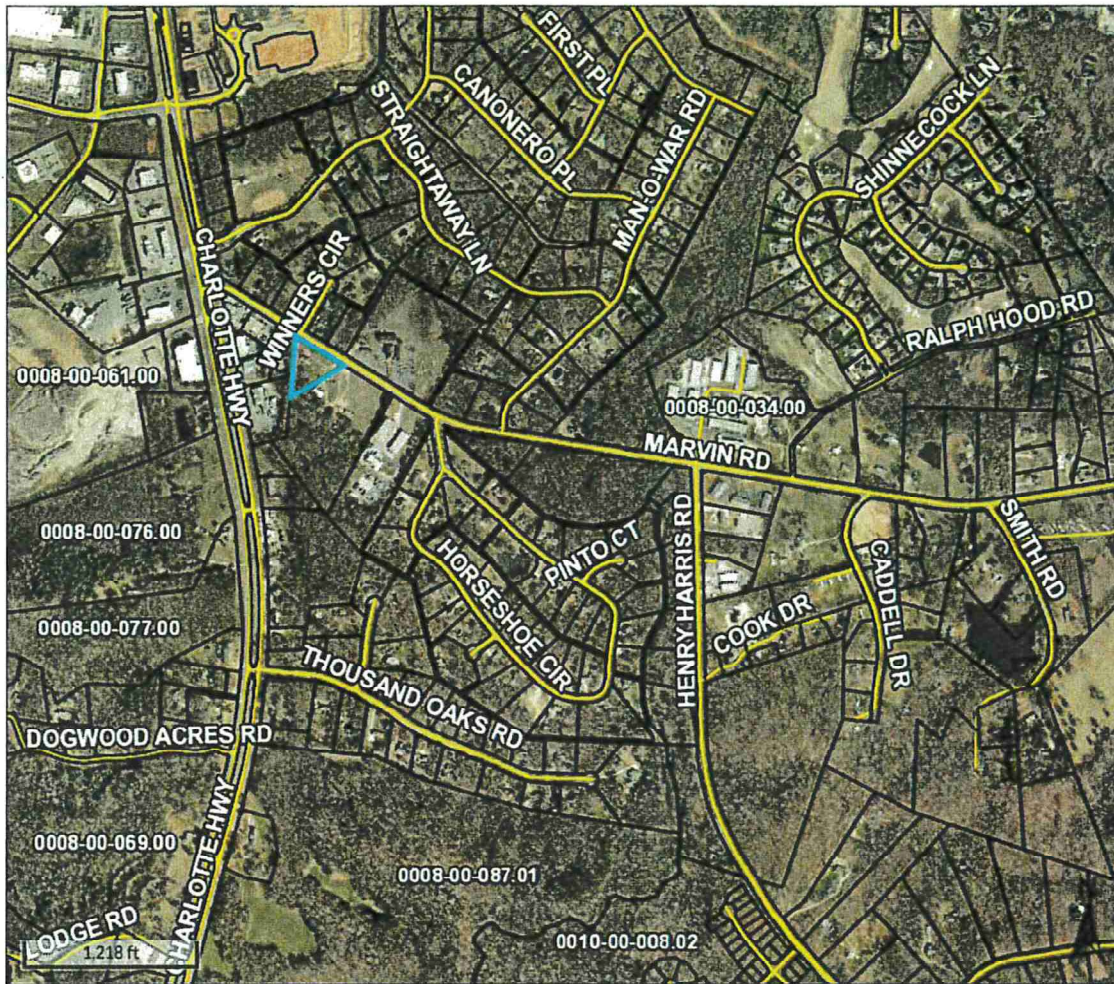
Parcel ID	0008-00-056.00	Owner	THERRELL BETTY JO ETAL		Last 2 Sales			
Class Code	Qualified Residential		170 MARVIN RD		Date	Price	Reason	Qual
Taxing District	County		INDIAN LAND, SC 29707		9/30/2014	0	WILL	Q
	Indian Land	Physical Address	190 MARVIN RD		3/8/2011	0	NONATI	Q
Acres	9.64	Assessed Value						

(Note: Not to be used on legal documents)

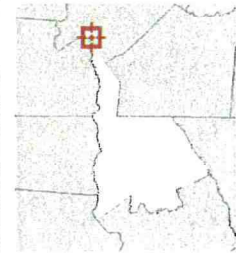
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


Developed by Schneider  
GEOSPATIAL



Overview



Legend

-  Parcel Numbers
-  Parcels
-  Roads
-  Railroad

Parcel ID	0008-00-057.00	Owner	THERRELL BETTY JO	Last 2 Sales			
Class Code	Qualified Residential		170 MARVIN RD	Date	Price	Reason	Qual
Taxing District	County		INDIAN LAND, SC 29707	5/28/2010	0	SPOUSE TO SPOUSE	Q
	Indian Land	Physical Address	170 MARVIN RD	3/20/1979	0	n/a	U
Acres	2.1	Assessed Value					
				Last 2 Sales			
				Date	Price	Reason	Qual
				5/28/2010	0	SPOUSE TO SPOUSE	Q
				3/20/1979	0	n/a	U

(Note: Not to be used on legal documents)

Date created: 5/6/2019

Last Data Uploaded: 5/6/2019 1:06:21 AM

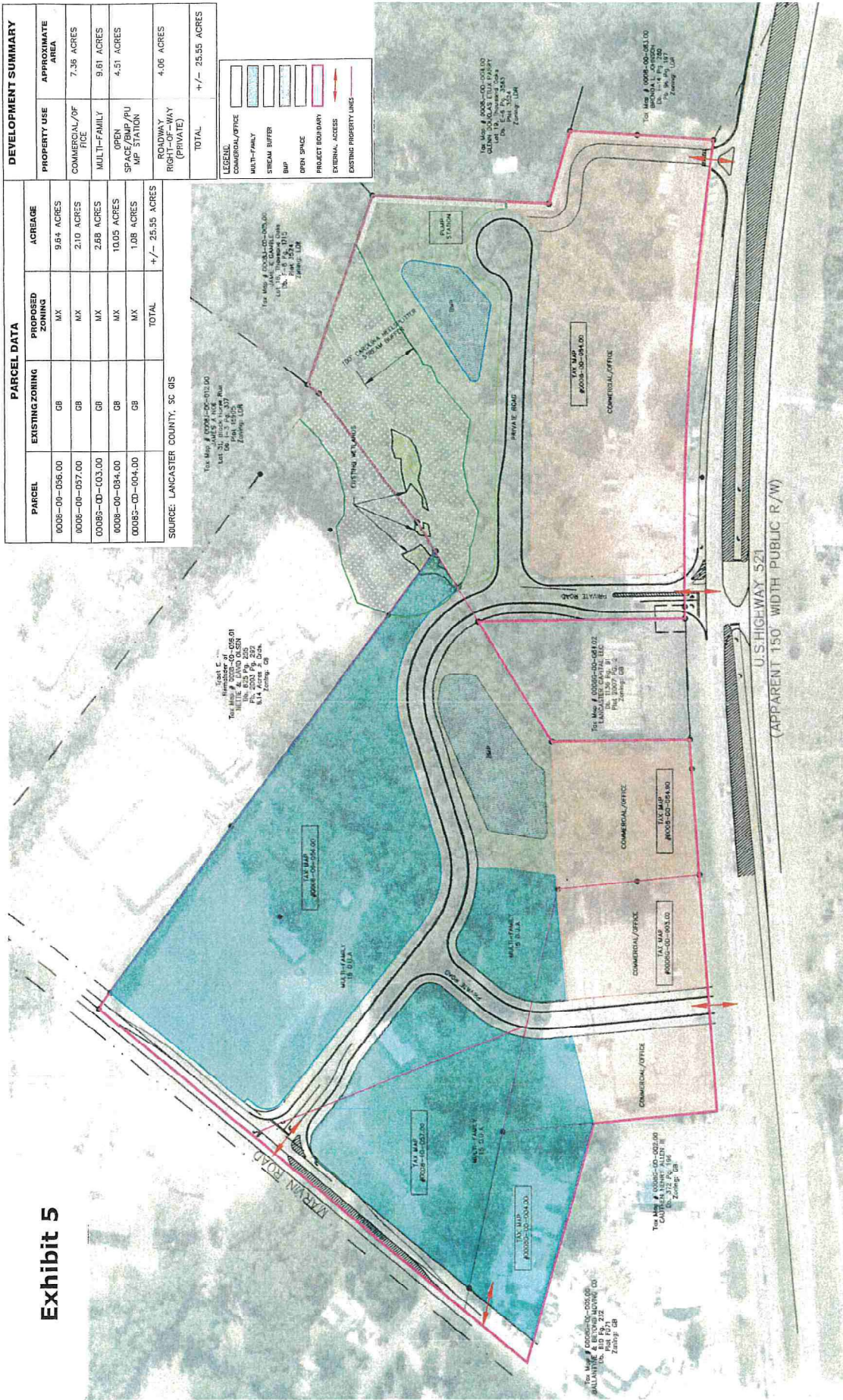
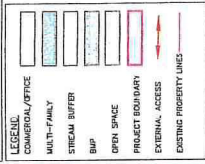
Developed by  Schneider  
GEOSPATIAL

DEVELOPMENT SUMMARY			
PARCEL	EXISTING ZONING	PROPOSED ZONING	ACREAGE
0005-00-056.00	GB	MX	9.64 ACRES
0005-00-057.00	GB	MX	2.10 ACRES
0005-00-058.00	GB	MX	2.68 ACRES
0005-00-059.00	GB	MX	10.05 ACRES
0005-00-060.00	GB	MX	1.08 ACRES
TOTAL			+/- 25.55 ACRES

PROPERTY USE	APPROXIMATE AREA
COMMERCIAL/OF	7.36 ACRES
MULTI-FAMILY	9.61 ACRES
OPEN SPACE/BMP/PU	4.51 ACRES
ROADWAY RIGHT-OF-WAY (PRIVATE)	4.06 ACRES
TOTAL	+/- 25.55 ACRES

SOURCE: LANCASTER COUNTY, SC GIS



# **MARVIN @ 521 DEVELOPMENT PROPERTY REZONING EXHIBIT** **NOT FOR CONSTRUCTION**

April 18, 2019

**Michael Baker**  
INTERNATIONAL



**Michael Baker**  
**INTERNATIONAL**

July 5, 2019

Lancaster County Planning Department  
Attn. Rox Burhans, Director  
101 North Main Street  
Lancaster, SC 29720

**RE: Rezoning Application for Marvin @ 521 Development RZ-019-018**

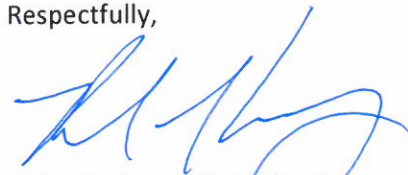
**Dear Mr. Burhans:**

Please find attached an exhibit as requested by Lancaster County Planning Department regarding the proposed rezoning of the Marvin @521 Development. It is Michael Bakers International's interpretation that the "highland" acreage requirements as stated in the South Carolina Code of Laws §6-31-40 is met allowing for the Developer and Lancaster County to establish a Development agreement. The proposed assemblage of five properties provides a gross acreage of approximately 25.55 acres. The delineated wetlands for the subject project totals 0.096 acres, when deducted from the gross project acreage results in 25.45 acres of highlands.

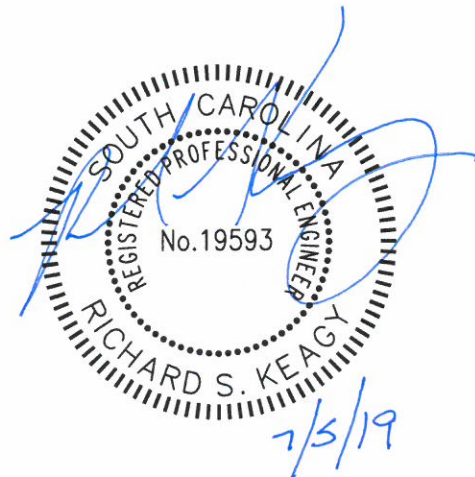
Please note that the SC Code of Law nor the Lancaster County provide a definition of what constitutes "highlands", therefore we have interpreted that to be any lands not located in wetlands or floodplain.

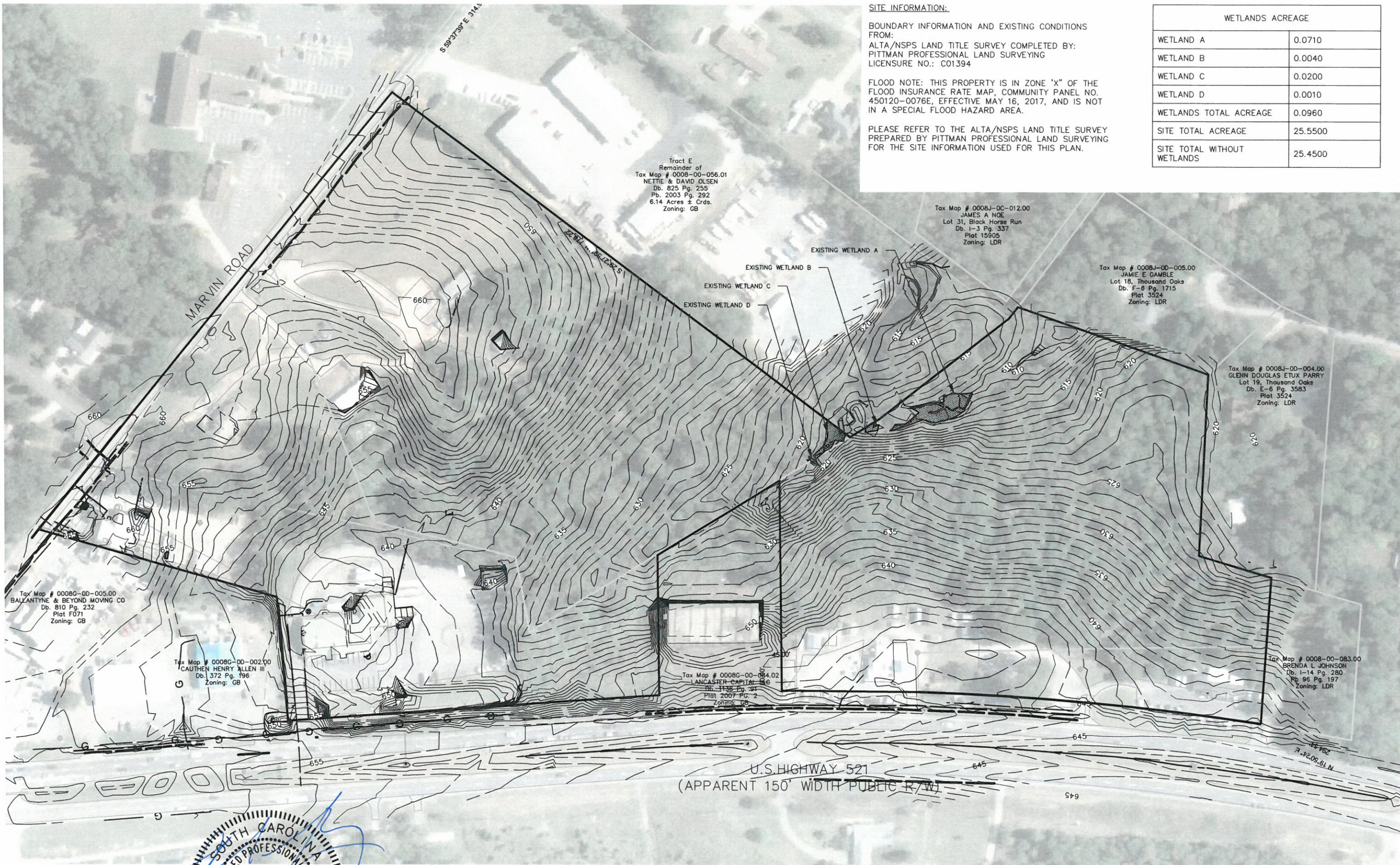
Should you have any further questions or concerns please contact our office.

Respectfully,



Richard S Keagy, PE, LEED AP  
Senior Vice President  
Michael Baker International





**SITE INFORMATION:**

BOUNDARY INFORMATION AND EXISTING CONDITIONS FROM:  
ALTA/NSPS LAND TITLE SURVEY COMPLETED BY:  
PITTMAN PROFESSIONAL LAND SURVEYING  
LICENSURE NO.: C01394

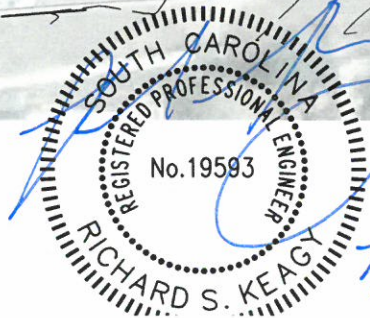
FLOOD NOTE: THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 450120-0076E, EFFECTIVE MAY 16, 2017, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

PLEASE REFER TO THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY PITTMAN PROFESSIONAL LAND SURVEYING FOR THE SITE INFORMATION USED FOR THIS PLAN.

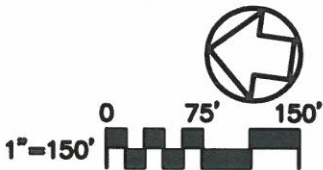
WETLANDS ACREAGE	
WETLAND A	0.0710
WETLAND B	0.0040
WETLAND C	0.0200
WETLAND D	0.0010
WETLANDS TOTAL ACREAGE	0.0960
SITE TOTAL ACREAGE	25.5500
SITE TOTAL WITHOUT WETLANDS	25.4500

June 24, 2019

**Michael Baker**  
INTERNATIONAL



**MARVIN @ 521 DEVELOPMENT WETLANDS EXHIBIT**  
**NOT FOR CONSTRUCTION**



# Traffic Comparison: Existing Vs. Proposed Zoning

Marvin @ 521  
Traffic Impact - June 2019  
Route 521 & Marvin Road

Time Period	Trip Generation				
	2024 Projected Traffic Counts	2024 Projected Traffic Counts	Increase % Compared to No Build	2024 Projected Traffic Counts	Increase % Compared to No Build
	No Build	General Business (By-right)		Mixed Use (Rezoning)	
AM Peak Hour	3865	4675	21%	4402	14%
PM Peak Hour	4242	5135	21%	4756	12%

Time Period	Existing Traffic Counts	
	US521	Marvin Rd
AM Peak Hour	2251	831
PM Peak Hour	2390	929

**Assumptions and Limitations:**  
Proposed improvements to intersection of 521 and Marvin Road have been constructed as shown in P027277 plans.  
Projected no build traffic counts were grown by 5% per year as requested by Lancaster County.  
Projected development counts based on conceptual plans.

## Agenda Item Summary

---

Ordinance # / Resolution #: Ordinance 2019-1598  
Contact Person / Sponsor: Steve Willis/Administration  
Department: Administration  
Date Requested to be on Agenda: 8/12/2019

**Issue for Consideration:**

To grant an easement to the Lancaster County Water and Sewer District for the purpose of constructing a new sewer line to serve the new Indian Land High School complex.

**Points to Consider:**

This sewer line would be needed to serve the new Indian Land High School complex.

Parks and Recreation staff advise this easement would have no adverse impact on our operations at Walnut Creek Park.

**Funding and Liability Factors:**

N/A

**Council Options:**

To approve or deny the Ordinance.

**Recommendation:**

Approve the Ordinance.

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance 2019-1598	6/18/2019	Ordinance
Proposed and Substituted Exhibit A to Ordinance 2019-1598 - Easement Agreement for Lancaster County Water and Sewer District	8/7/2019	Exhibit
Proposed and Substituted Exhibit A to Easement Agreement - Map for Lancaster County Water and Sewer District Easement	8/7/2019	Exhibit
Exhibit A to Ordinance 2019-1598 - Easement for LCW&SD	8/7/2019	Exhibit
Exhibit A to Easement Agreement - Map for LCW&SD Easement	8/7/2019	Exhibit

---

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2019 - 1598

**AN ORDINANCE**

**TO APPROVE A RIGHT OF WAY AGREEMENT BETWEEN LANCASTER COUNTY AND THE LANCASTER COUNTY WATER AND SEWER DISTRICT, PROVIDING AN EASEMENT TO THE LANCASTER COUNTY WATER AND SEWER DISTRICT TO BE LOCATED WITHIN THE WALNUT CREEK RECREATIONAL COMPLEX; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.**

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

**Section 1. Findings and determinations.**

Council finds and determines that:

(1) Lancaster County (the "County") owns the land where the Walnut Creek Recreational Complex is located, identified further as Tax Map No. 0020-00-008.00;

(2) Lancaster County Water and Sewer District (the "District") is the provider of water and sewer service to portions of Indian Land and the District proposes to provide the sewer service in the area to serve the new Indian Land High School; and

(3) it is the purpose of this ordinance to approve a right of way agreement providing an easement to the District so that it may provide sewer service to the new Indian Land High School.

**Section 2. Approval of right-of-ways agreement.**

(A) Council authorizes and approves the Right of Way Agreement granting an easement to the District as described in Section 1. The form of the Right of Way Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Right of Way Agreement are incorporated herein by reference as if the Right of Way Agreement were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the Right of Way Agreement on behalf of the County. By adoption of this ordinance, Council approves the Right of Way Agreement and all of its terms, provisions and conditions. The Right of Way 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 the County executing the Right of Way Agreement, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Right of Way Agreement attached to this ordinance.

(B) Council approves the granting of an easement as described and provided for in the Right of Way Agreement.

**Section 3. Authority to act.**

The Council Chair, Secretary and Clerk, the County Administrator and County Attorney each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

**Section 4. 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 5. Conflicting provisions.**

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

**Section 6. Effective date.**

This ordinance is effective upon Third Reading.

SIGNATURES FOLLOW ON NEXT PAGE.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:         June 24, 2019  
Second Reading:       July 15, 2019  
Public Hearing:         July 15, 2019  
Third Reading:         August 12, 2019

Approved as to form:

\_\_\_\_\_  
John DuBose, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**Exhibit A to Ordinance No. 2019 - 1598**

**Form of Right-of-Way Agreement  
Lancaster County and Lancaster County Water and Sewer District  
Old Bales Road Easement**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this "Easement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and among **Lancaster County Water and Sewer District**, a special purpose district created under the laws of the state of South Carolina, with an address of 1400 Pageland Hwy, Lancaster, South Carolina, 29720 ("Grantee"), and the County of Lancaster, South Carolina, with an address of P.O. Box 1809, Lancaster County, South Carolina 29721 ("Grantor").

**RECITALS:**

A. Grantor is the owner of certain real property located on Walnut Creek Parkway in Lancaster County, South Carolina deeded to Grantor by that certain corrective deed recorded in Deed Book 749, Page 228 in the Office of the Lancaster County Register of Deeds (the "Servient Estate").

B. Grantee is a special purpose district which intends to construct a sewer line that transverses a portion of the Servient Estate and connects to other infrastructure of Grantee.

C. Grantor has agreed to grant and convey to Grantee, for the benefit of the Grantee, certain easement rights as set forth below in the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, a perpetual, non-exclusive appurtenant easement over, through, under and across the Sewer Easement Area (defined below) for the purpose of laying, constructing, installing, inspecting, operating, using, maintaining, repairing, removing, enlarging, and/or reconstructing the sewer line, and related facilities, including, without limitation, pipes, fixtures, equipment, meters, pumps, connections and other personal property (collectively, "Facilities") for the conveyance and transfer of sewer, as may be reasonably necessary, appropriate or desirable for Grantee's use of the sewer line, TOGETHER WITH (i) a perpetual, non-exclusive appurtenant easement and right for access, ingress, and egress over and across the Sewer Easement Area for Grantee's exercise of the easement rights herein conveyed; (ii) a perpetual, non-exclusive appurtenant easement and right to clear and keep the Sewer Easement Area free of trees, structures, buildings, fixtures, wells, septic tanks, underground storage tanks, garbage, or any type of personal property which may interfere in any way with or endanger the sewer line, the Facilities or Grantee's rights under this Easement provided, however, Grantor may pave over the Sewer Easement Area in connection with the construction of a driveway (if such paving does not interfere with the rights given to Grantee hereunder); and (iii) a temporary construction easement twenty (20) feet in width extending outward from the western boundary of the Sewer Easement Area shown on **Exhibit A**, which temporary construction easement shall automatically terminate immediately upon issuance of permit to operate by SCDHEC.

The "Sewer Easement Area" is that certain strip of land more fully described in **Exhibit A** attached hereto and as shown as a "30' SSE" on that certain plat of survey prepared by Kenneth M. Green, RLS #14529, of R. Joe Harris and Associates, Inc. and designated as "South Indian Land Sewer Outfall Extension Easement Map" dated July 31, 2019 (the "Plat"), with the courses and distances shown thereon. A copy of the Plat is attached hereto as a part of **Exhibit A**.

In addition to the sanitary sewer easement granted above, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, (i) a perpetual, non-exclusive appurtenant easement and right for access, ingress, and egress over and across the that portion of property shown on the Plat as a "30' Access Easement" twenty-four hours a day (Access Easement Area); and (ii) a perpetual, non-exclusive appurtenant easement and right to clear and keep the Access Easement Area free of trees, structures, buildings, fixtures, wells, septic tanks, underground storage tanks, garbage, or any type of personal property which may interfere in any way with Grantee's rights under this Easement.

The Sewer Easement Area and the Access Easement Area are referred to collectively herein below as the "Easement Areas"

2. Covenants and Certifications of Grantor. Grantor hereby covenants to Grantee that (i) to Grantor's knowledge, it is lawfully seized and presently possessed of both the Servient Estate and the Easement Areas, (ii) it has a good and lawful right to convey the rights granted to Grantee under this Easement, (iii) both the Servient Estate and the Easement Areas are free from encumbrances except for encumbrances and restrictions of record and such other matters as are set forth in this Easement Agreement, (iv) Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular the Servient Estate and the Easement Areas unto Grantee, and Grantee's successors and assigns, against Grantor and Grantor's successors lawfully claiming, or to claim the same, or any part thereof, but against no others, and (v) Grantor has not done or suffered anything whereby the Servient Estate and the Easement Areas have been encumbered by Grantor, except as disclosed in this Easement Agreement.

3. Reservation by Grantor. Subject to the rights of Grantee hereunder, Grantor reserves the right to use the Easement Areas for any purposes not inconsistent with or detrimental to Grantee's rights under this Easement; provided, however, no buildings or similar structures may be constructed on or within the Easement Areas.

4. Covenants and Duties of Grantee. Grantee agrees to: 1) restore all areas within the Easement Areas that are disturbed as a result of construction or maintenance activities to a manageable condition, including grading such areas to a smooth surface free of ruts, with uniform slope to prevent ponding, but such restoration shall not be required to result in adequate compaction for paving or require repair and / or replacement of areas that may be paved after installation of sewer line and other related facilities; and 2) comply with all applicable federal, state and other governmental laws and regulations regarding wetlands, hazardous materials, endangered species, navigable streams, and potential burial and other archaeological sites (collectively, the "Applicable Laws") in the installation and maintenance of the sewer line.

5. Miscellaneous.

(a) Binding Effect. The rights granted herein shall be non-exclusive and shall run with title to the Servient Estate, and shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of Grantor and Grantee.

(b) Remedies; Attorneys' Fees. If either Grantor or Grantee breaches any of their obligations under this Easement, the non-breaching party will have available to it all remedies available at law or equity, including the right to recover reasonable costs and expenses of suit, including, without limitation, reasonable attorneys' fees.

(c) Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Easement or any portion thereof shall not affect the remaining portions thereof and this Easement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.

(d) Entire Agreement. This Easement constitutes the entire agreement and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

(e) Authority. Each party hereto represents and warrants to the other parties that the execution of this Easement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed and delivered by their respective undersigned officer(s) and/or representative(s), they being duly authorized, effective as of the date first above written.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

Lancaster County, South Carolina

\_\_\_\_\_  
Witness #1

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

\_\_\_\_\_  
Witness #2

Its: \_\_\_\_\_

State of South Carolina  
County of \_\_\_\_\_

**ACKNOWLEDGEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Lancaster County South Carolina, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by his/her signature here.

\_\_\_\_\_  
*Signatory of Lancaster County, South  
Carolina*

Sworn to (or affirmed) and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
*Official Signature of Notary*

\_\_\_\_\_, Notary Public  
*Notary's printed or typed name*

\_\_\_\_\_ County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**GRANTEE:**

**LANCASTER COUNTY WATER AND  
SEWER DISTRICT**

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
Stephen White, Manager

\_\_\_\_\_  
Witness #2

State of South Carolina  
County of \_\_\_\_\_

**ACKNOWLEDGEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Stephen White, who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument and he acknowledged that he executed the foregoing instrument by his signature here.

\_\_\_\_\_  
*Stephen White*

Sworn to (or affirmed) and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
*Official Signature of Notary*

\_\_\_\_\_, Notary Public  
*Notary's printed or typed name*

\_\_\_\_\_ County, South Carolina  
My commission expires: \_\_\_\_\_

## EXHIBIT A

### Description / Depiction of Easement Areas

Legal description of a 30 foot Sewer Line Easement and a 30 foot Access Easement for Lancaster County Water and Sewer District.

Being portions of that certain parcel of land, lying in Indian Land Township, Lancaster County, South Carolina, having a Tax ID # of 002-00-008.00, and being more particularly described as follows.

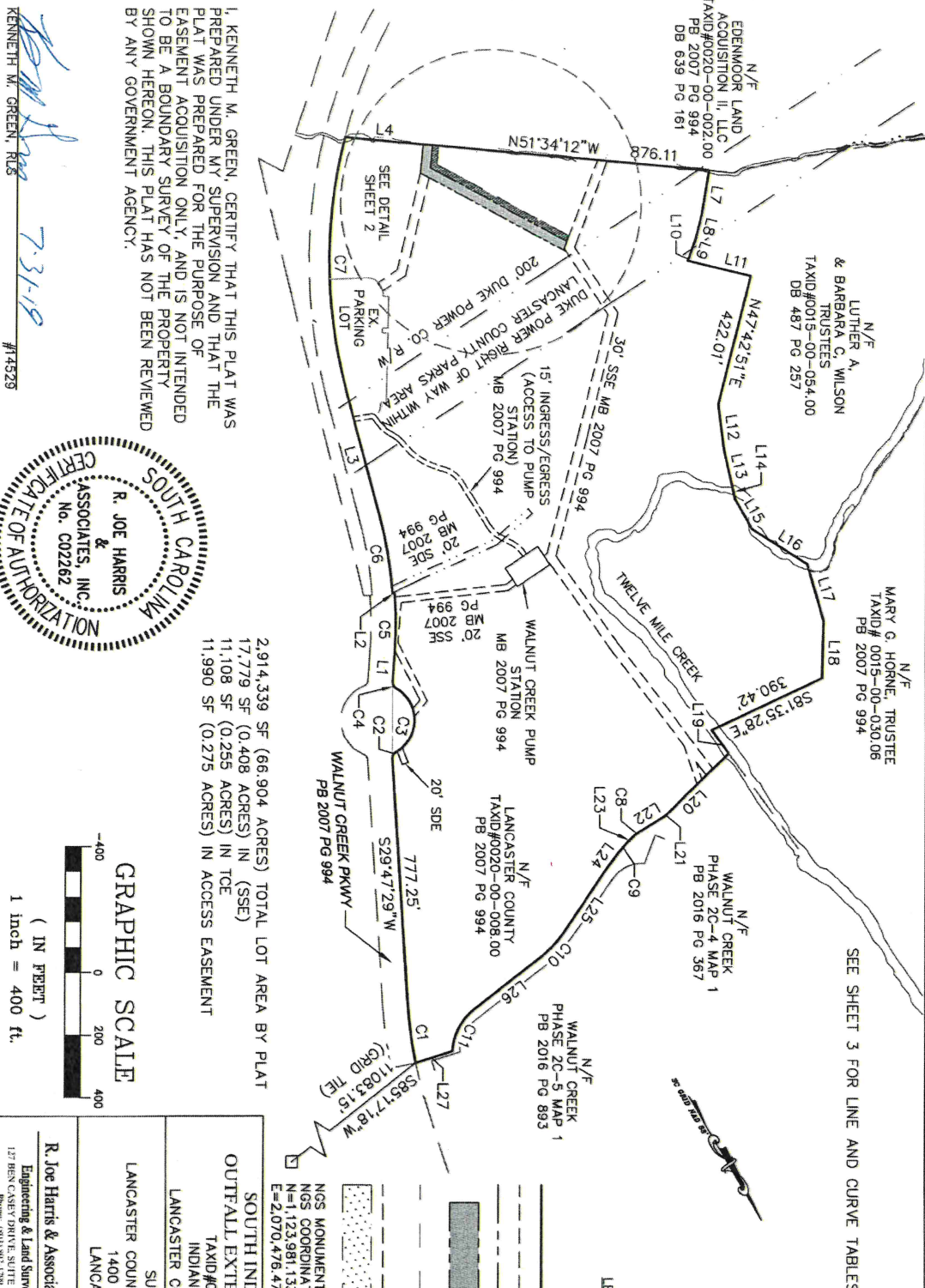
#### Proposed 30' Sanitary Sewer Easement:

Commencing at a NGS monument "Oak", having South Carolina geodetic coordinates of North=1,123,981.1338 and East=2,070,476.4778, thence S85°17'18"W for a distance of 11,083.15' to a point on the westerly Right of Way of Walnut Creek Parkway (variable width Right of Way, PB 2007 PG 994), said point being the start of a curve, thence following the aforementioned Right of Way the following 11 calls 1) aforementioned curve turning to the right through an angle of 07°57'11", having a radius of 1420.00', and whose long chord bears S25°48'54"W for a distance of 196.95' to a point, 2) S29°47'29"W for a distance of 777.25' to a point on the beginning of a curve, 3) said curve turning to the right through an angle of 64°19'41", having a radius of 20.00', and whose long chord bears S61°57'21"W for a distance of 21.29' to a point on the beginning of a non-tangential curve 4) said curve turning to the left through an angle of 121°01'25", having a radius of 118.50', and whose long chord bears S33°36'29"W for a distance of 206.30' to a point on the beginning of a non-tangential curve 5) said curve turning to the right through an angle of 64°19'42", having a radius of 20.00', and whose long chord bears S05°15'37"W for a distance of 21.29' to a point 6) S37°25'28"W for a distance of 88.56' feet to a point on the beginning of a curve 7) said curve turning to the left through an angle of 08°19'22", having a radius of 1340.00', and whose long chord bears S33°15'47"W for a distance of 194.48' to a point 8) S61°06'48"E for a distance of 7.00' to a point on the beginning of a non-tangential curve 9) said curve turning to the left through an angle of 10°49'14", having a radius of 1333.00', and whose long chord bears S23°41'33"W for a distance of 251.37' to a point 10) S18°16'56"W for a distance of 418.35' to a point on the beginning of a curve 11) said curve turning to the right through an angle of 29°33'25", having a radius of 1567.00', and whose long chord bears S33°03'39"W for a distance of 799.43' to a point, thence, leaving said Right of Way, N51°34'12"W for a distance of 253.18' to a point on the proposed 30' Sanitary Sewer Easement (SSE), said point being the POINT OF BEGINNING (POB)

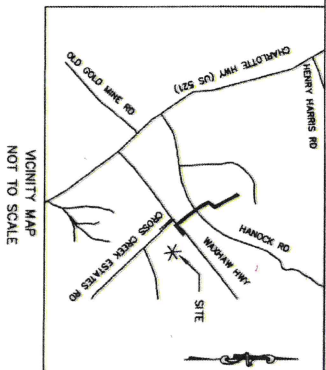
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Proposed 30' Access Easement:

Commencing at the beginning point of the aforementioned Proposed 30' SSE, thence N38°54'11"E for a distance of 91.70' to a point on the Proposed 30' Access Easement, said point being the POINT OF BEGINNING (POB). From the POB and with the aforementioned 30' Proposed Access Easement the following 6 calls: 1) N28°35'00"W for a distance of 31.01' to a point; 2) N46°44'37"E for a distance of 320.09' to a point; 3) N89°58'20"E for a distance of 87.53' to a point; 4) S00°01'40"E for a distance of 30.00' to a point; 5) S89°58'20"W for a distance of 75.65' to a point; and 6) S46°44'37"W a distance of 316.06' to the POB, containing 11,990 Sq. Ft. (0.275 acres) more or less.



SEE SHEET 3 FOR LINE AND CURVE TABLES



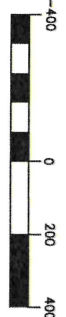
**LEGEND:**

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- GRID MONUMENT
- PROPERTY LINE
- ADJOINER
- PROPOSED SANITARY SEWER TRUNK LINE EASEMENT
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- ACCESS EASEMENT
- TCE

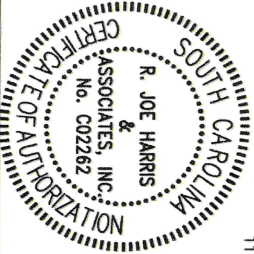
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N=1,123,981.1358 FT.  
E=2,070,476.4778 FT.

2,914,339 SF (66.904 ACRES) TOTAL LOT AREA BY PLAT  
17,779 SF (0.408 ACRES) IN (SSE)  
11,108 SF (0.255 ACRES) IN TCE  
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**GRAPHIC SCALE**



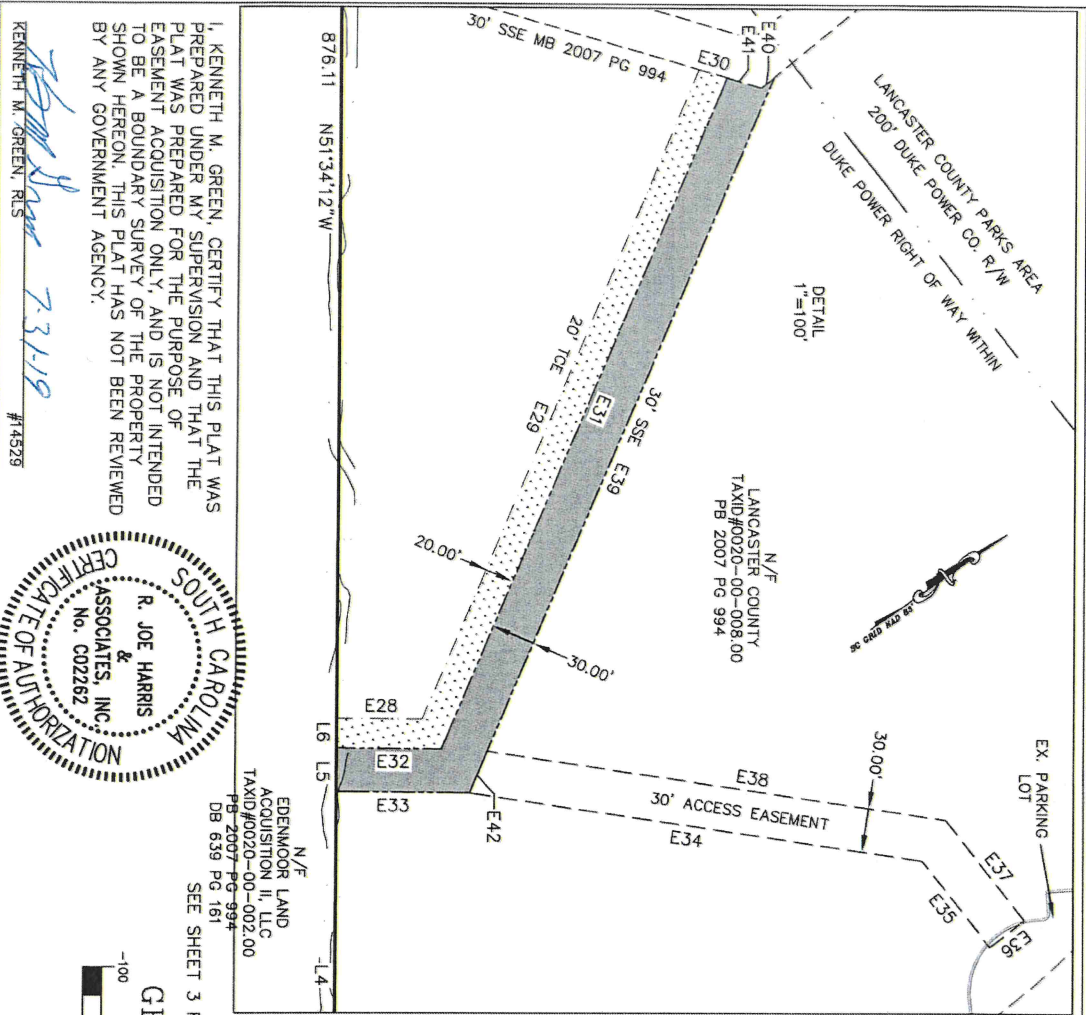
KENNETH M. GREEN, RLS  
7-31-19  
#14529



<b>SOUTH INDIAN LAND SEWER</b> <b>OUTFALL EXTENSION EASEMENT MAP</b> TAXID#0020-00-008.00 INDIAN LAND TOWNSHIP LANCASTER COUNTY, SOUTH CAROLINA	
SURVEYED FOR: LANCASTER COUNTY WATER SEWER DISTRICT 1400 PASELAND HWY LANCASTER SC, 29721	
2892	CHECKED BY
JOB NO.	DATE
1-28-19	DATE
SURVEYED BY	DATE
RJH & ASSOC.	DATE
SCALE	SCALE
1" = 400'	1" = 400'
PREPARED BY	PREPARED BY
DC	DC
CHECKED BY	CHECKED BY
1	1
SHEET	SHEET
OF	OF
3	3

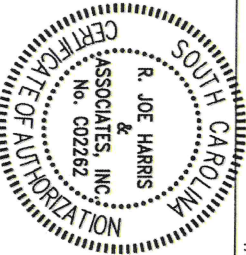
R. Joe Harris & Associates, Inc.  
Engineering & Land Surveying  
127 BEN CASEY DRIVE, SUITE 101, FORT MILL, SC  
Phone: (803) 582-1799





I, KENNETH M. GREEN, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON. THIS PLAT HAS NOT BEEN REVIEWED BY ANY GOVERNMENT AGENCY.

KENNETH M. GREEN, RLS  
7.3.19  
#14529

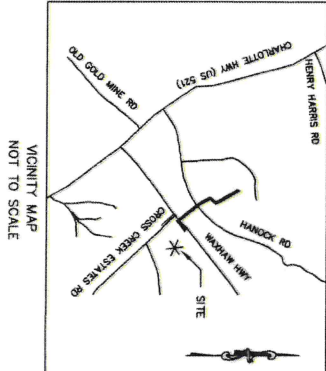


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Easement Line Table		
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**SOUTH INDIAN LAND SEWER  
OUTFALL EXTENSION EASEMENT MAP**

TAXID#0020-00-008.00  
INDIAN LAND TOWNSHIP  
LANCASTER COUNTY, SOUTH CAROLINA

SURVEYED FOR:  
LANCASTER COUNTY WATER SEWER DISTRICT  
PO BOX 1009  
LANCASTER SC, 29721

**R. Joe Harris & Associates, Inc.**  
Engineering & Land Surveying  
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PHONE: (803) 582-1799

CHECKED BY KMG	2892
DATE BY RJH & ASSOC.	7-28-19
SCALE	1" = 100'
PREPARED BY DC	2
SHEET OF	3



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this "Easement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and among **Lancaster County Water and Sewer District**, a special purpose district created under the laws of the state of South Carolina, with an address of 1400 Pageland Hwy, Lancaster, South Carolina, 29720 ("Grantee"), and the County of Lancaster, South Carolina, with an address of P.O. Box 1809, Lancaster County, South Carolina 29721 ("Grantor").

**RECITALS:**

A. Grantor is the owner of certain real property located on Walnut Creek Parkway in Lancaster County, South Carolina deeded to Grantor by that certain corrective deed recorded in Deed Book 749, Page 228 in the Office of the Lancaster County Register of Deeds (the "Servient Estate").

B. Grantee is a special purpose district which intends to construct a sewer line that transverses a portion of the Servient Estate and connects to other infrastructure of Grantee.

C. Grantor has agreed to grant and convey to Grantee, for the benefit of the Grantee, certain easement rights as set forth below in the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, a perpetual, non-exclusive appurtenant easement over, through, under and across the Sewer Easement Area (defined below) for the purpose of laying, constructing, installing, inspecting, operating, using, maintaining, repairing, removing, enlarging, and/or reconstructing the sewer line, and related facilities, including, without limitation, pipes, fixtures, equipment, meters, pumps, connections and other personal property (collectively, "Facilities") for the conveyance and transfer of sewer, as may be reasonably necessary, appropriate or desirable for Grantee's use of the sewer line, TOGETHER WITH (i) a perpetual, non-exclusive appurtenant easement and right for access, ingress, and egress over and across the Sewer Easement Area for Grantee's exercise of the easement rights herein conveyed; (ii) a perpetual, non-exclusive appurtenant easement and right to clear and keep the Sewer Easement Area free of trees, structures, buildings, fixtures, wells, septic tanks, underground storage tanks, garbage, or any type of personal property which may interfere in any way with or endanger the sewer line, the Facilities or Grantee's rights under this Easement provided, however, Grantor may pave over the Sewer Easement Area in connection with the construction of a driveway (if such paving does not interfere with the rights given to Grantee hereunder); and (iii) a temporary construction easement twenty (20) feet in width extending outward from the western boundary of the Sewer Easement Area shown on **Exhibit A**, which temporary construction easement shall automatically terminate immediately upon issuance of permit to operate by SCDHEC.

The "Sewer Easement Area" is that certain strip of land more fully described in **Exhibit A** attached hereto and as shown as a "30' SSE" on that certain plat of survey prepared by Kenneth M. Green, RLS #14529, of R. Joe Harris and Associates, Inc. and designated as "South Indian Land Sewer Outfall Extension Easement Map" dated May 15, 2019 (the "Plat"), with the courses and distances shown thereon. A copy of the Plat is attached hereto as a part of **Exhibit A**.

In addition to the sanitary sewer easement granted above, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, (i) a perpetual, non-exclusive appurtenant easement and right for access, ingress, and egress over and across the that portion of property shown on the Plat as a "30' Access Easement" twenty-four hours a day (Access Easement Area); and (ii) a perpetual, non-exclusive appurtenant easement and right to clear and keep the Access Easement Area free of trees, structures, buildings, fixtures, wells, septic tanks, underground storage tanks, garbage, or any type of personal property which may interfere in any way with Grantee's rights under this Easement.

The Sewer Easement Area and the Access Easement Area are referred to collectively herein below as the "Easement Areas"

2. Covenants and Certifications of Grantor. Grantor hereby covenants to Grantee that (i) to Grantor's knowledge, it is lawfully seized and presently possessed of both the Servient Estate and the Easement Areas, (ii) it has a good and lawful right to convey the rights granted to Grantee under this Easement, (iii) both the Servient Estate and the Easement Areas are free from encumbrances except for encumbrances and restrictions of record and such other matters as are set forth in this Easement Agreement, (iv) Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular the Servient Estate and the Easement Areas unto Grantee, and Grantee's successors and assigns, against Grantor and Grantor's successors lawfully claiming, or to claim the same, or any part thereof, but against no others, and (v) Grantor has not done or suffered anything whereby the Servient Estate and the Easement Areas have been encumbered by Grantor, except as disclosed in this Easement Agreement.

3. Reservation by Grantor. Subject to the rights of Grantee hereunder, Grantor reserves the right to use the Easement Areas for any purposes not inconsistent with or detrimental to Grantee's rights under this Easement; provided, however, no buildings or similar structures may be constructed on or within the Easement Areas.

4. Covenants and Duties of Grantee. Grantee agrees to: 1) restore all areas within the Easement Areas that are disturbed as a result of construction or maintenance activities to a manageable condition, including grading such areas to a smooth surface free of ruts, with uniform slope to prevent ponding, but such restoration shall not be required to result in adequate compaction for paving or require repair and / or replacement of areas that may be paved after installation of sewer line and other related facilities; and 2) comply with all applicable federal, state and other governmental laws and regulations regarding wetlands, hazardous materials, endangered species, navigable streams, and potential burial and other archaeological sites (collectively, the "Applicable Laws") in the installation and maintenance of the sewer line.

5. Miscellaneous.

(a) Binding Effect. The rights granted herein shall be non-exclusive and shall run with title to the Servient Estate, and shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of Grantor and Grantee.

(b) Remedies; Attorneys' Fees. If either Grantor or Grantee breaches any of their obligations under this Easement, the non-breaching party will have available to it all remedies available at law or equity, including the right to recover reasonable costs and expenses of suit, including, without limitation, reasonable attorneys' fees.

(c) Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Easement or any portion thereof shall not affect the remaining portions thereof and this Easement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.

(d) Entire Agreement. This Easement constitutes the entire agreement and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

(e) Authority. Each party hereto represents and warrants to the other parties that the execution of this Easement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed and delivered by their respective undersigned officer(s) and/or representative(s), they being duly authorized, effective as of the date first above written.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

Lancaster County, South Carolina

\_\_\_\_\_  
Witness #1

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

\_\_\_\_\_  
Witness #2

Its: \_\_\_\_\_

State of South Carolina  
County of \_\_\_\_\_

**ACKNOWLEDGEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Lancaster County South Carolina, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by his/her signature here.

\_\_\_\_\_  
*Signatory of Lancaster County, South  
Carolina*

Sworn to (or affirmed) and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
*Official Signature of Notary*

\_\_\_\_\_, Notary Public  
*Notary's printed or typed name*

\_\_\_\_\_ County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**GRANTEE:**

**LANCASTER COUNTY WATER AND  
SEWER DISTRICT**

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
Stephen White, Manager

\_\_\_\_\_  
Witness #2

State of South Carolina  
County of \_\_\_\_\_

**ACKNOWLEDGEMENT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Stephen White, who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument and he acknowledged that he executed the foregoing instrument by his signature here.

\_\_\_\_\_  
*Stephen White*

Sworn to (or affirmed) and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
*Official Signature of Notary*

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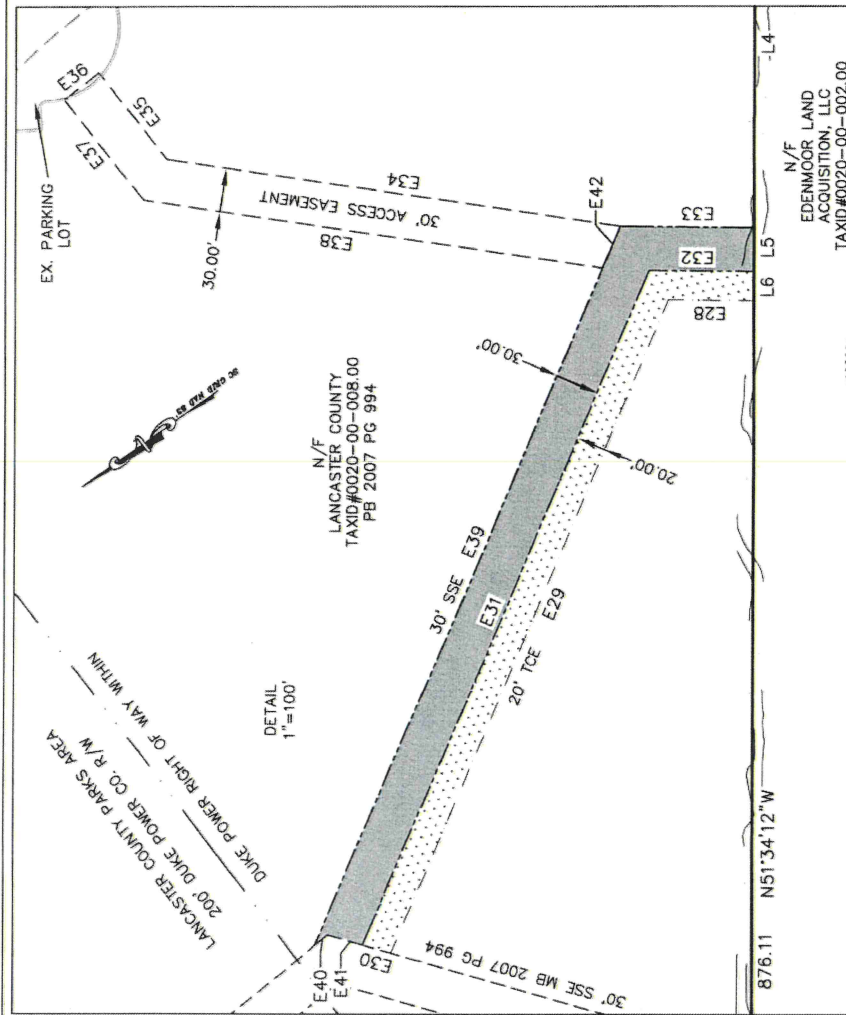
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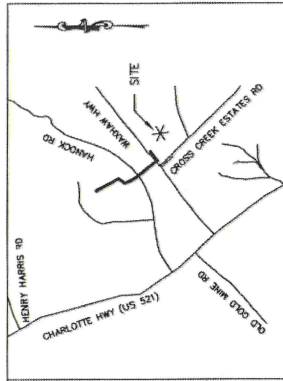
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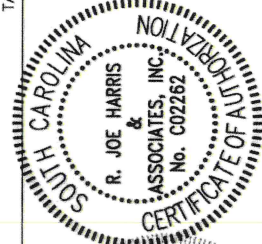


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5-15-19  
 KENNETH M. GREEN, RLS



SEE SHEET 3 FOR LINE AND CURVE TABLES

GRAPHIC SCALE



( IN FEET )

1 inch = 100 ft.

SOUTH INDIAN LAND SEWER OUTFALL EXTENSION EASEMENT MAP		JOB NO. 2892
TAXID#0020-00-008.00 INDIAN LAND TOWNSHIP LANCASTER COUNTY, SOUTH CAROLINA		DATE 1-28-19
SURVEYED FOR: LANCASTER COUNTY WATER SEWER DISTRICT PO BOX 1009 LANCASTER SC, 29721		SURVEYED BY RJH & ASSOC
		SCALE 1" = 100'
		PREPARED BY DC
		CHECKED BY KMG
		SHEET OF 2 3

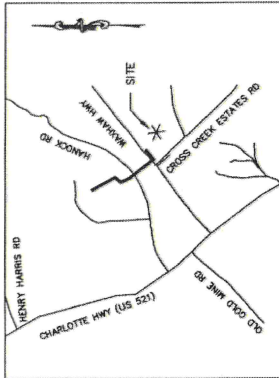


R. Joe Harris & Associates, Inc.  
 Engineering & Land Surveying  
 127 BEN CASEY DRIVE, SUITE 101, FORT MILL, SC  
 Phone: (803) 802-1799

Line Table		
Line #	Length	Direction
L1	88.56	S37°25'28"W
L2	7.00	S61°06'48"E
L3	418.35	S18°16'56"W
L4	253.18	N51°34'12"W
L5	30.00	N51°34'12"W
L6	20.00	N51°34'12"W
L7	140.50	N42°54'45"E
L8	84.19	N47°44'32"E
L9	59.30	N52°34'19"E
L10	13.43	N56°37'55"E
L11	208.91	N43°18'08"W
L12	147.85	N26°09'15"E
L13	99.82	N20°34'07"E
L14	60.67	N21°03'06"E
L15	110.00	N3°56'53"E
L16	210.00	N23°55'54"W
L17	190.00	N17°13'17"E
L18	181.65	N35°11'58"E
L19	93.20	N2°47'40"W
L20	276.56	N79°28'52"E

Line Table		
Line #	Length	Direction
L21	13.38	N85°43'41"E
L22	99.12	S88°01'30"E
L23	39.33	N79°28'52"E
L24	90.24	N70°22'59"E
L25	230.49	N67°21'28"E
L26	262.41	N85°54'57"E
L27	122.85	S74°33'01"E

Curve Table					
Curve #	Length	Radius	Chord	Bearing	Delta
C1	197.10	1420.00	196.95	S25°48'54"W	7°57'11"
C2	22.45	20.00	21.29	S61°57'21"W	64°19'41"
C3	250.30	118.50	206.30	S33°36'29"W	121°01'25"
C4	22.45	20.00	21.29	S51°5'37"W	64°19'42"
C5	194.65	1340.00	194.48	S33°15'47"W	8°19'22"
C6	251.74	1333.00	251.37	S23°41'33"W	10°49'14"
C7	808.36	1567.00	799.43	S33°03'39"W	29°33'25"
C8	10.14	46.50	10.12	N85°43'41"E	12°29'38"
C9	30.57	192.50	30.53	N74°55'56"E	9°05'53"
C10	111.71	370.00	111.29	N77°15'59"E	17°17'56"
C11	155.68	180.00	150.88	N61°08'16"E	49°33'20"



VICINITY MAP  
NOT TO SCALE

SOUTH INDIAN LAND SEWER OUTFALL EXTENSION EASEMENT MAP		2892 JOB NO.
TAXID#0020-00-008.00 INDIAN LAND TOWNSHIP LANCASTER COUNTY, SOUTH CAROLINA		1-28-19 DATE
SURVEYED FOR: LANCASTER COUNTY WATER SEWER DISTRICT PO BOX 1009 LANCASTER SC, 29721		DATE R.H. & ASSOC
1" = 400'		SCALE
PREPARED BY DC		PREPARED BY
CHECKED BY KMG		CHECKED BY
SHEET OF 3 3		SHEET OF

GRAPHIC SCALE



( IN FEET )  
1 inch = 400 ft.



I, KENNETH M. GREEN, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF AN EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON. THIS PLAT HAS NOT BEEN REVIEWED BY ANY GOVERNMENT AGENCY.

KENNETH M. GREEN, RLS  
5/15/19  
14529

## Agenda Item Summary

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Ordinance # / Resolution #: Ordinance # 2019-1599

Contact Person / Sponsor: Rox Burhans/Planning

Department: Planning

Date Requested to be on Agenda: 8/12/2019

### **Issue for Consideration:**

This is a request to amend UDO Chapter 9, Administration, 9.2.15(D) regarding text amendments and rezoning requests. This proposes an amendment to the waiting period for denied text amendment and rezoning request.

### **Points to Consider:**

Clarification of 12-Month Waiting Period

Amending the waiting period after a denial can provide flexibility for the Planning Commission and County Council when proposing text amendments and rezoning requests. It will also not penalize property owners by restricting rezoning options should the Planning Commission or County Council wish to propose an amendment for all or a portion of a property that was denied a rezoning request. An applicant could apply for rezoning to a different use designation having received feedback from County Council on denial of a rezoning request.

This language was included in the 2012 UDO (see Exhibit 3) and may have been excluded from the current UDO due to oversight.

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

N/A

### **Council Options:**

To approve or deny this proposed text amendment.

### **Recommendation:**

Planning staff recommends **approval** of the text amendment.

Planning Commission recommended **denial** on June 18, 2019 by a vote of 4-3. At the referenced meeting, one citizen provided comments on this amendment asking for consideration to be given to eliminate the Planning Commission public hearing in-lieu of the County Council hearing.

At the July 15, 2019 County Council meeting, Council voted unanimously to remove the portion of the proposal to eliminate a public hearing before County Council. Therefore, that was eliminated from the text amendment request.

At first reading there was unanimous approval for amendment of the 12-month waiting period for denied applications. That portion of the proposed text amendment is now before County Council for second reading.

### **ATTACHMENTS:**

Description	Upload Date	Type
Ordinance 2019-1599	8/7/2019	Ordinance
Updated Memo	7/29/2019	Executive Summary
Staff Report	6/21/2019	Planning Staff Report
Exhibit 1: Proposed Text Change	7/29/2019	Exhibit

Exhibit 2: Application	6/21/2019	Exhibit
Exhibit 3: 2012 UDO	6/21/2019	Exhibit
PRIOR Ordinance Before Division of Issues and Amendment to Conform with vote on 1st reading	8/2/2019	Exhibit
Public Hearing Notices for Ordinance 2019-1599 (UDO-TA-019-002)	8/7/2019	Public Hearing Notices

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2019- 1599

COUNTY OF LANCASTER

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**AN ORDINANCE**

**TO AMEND ORDINANCE 2016-1442, THE UNIFIED DEVELOPMENT ORDINANCE (“UDO”), BY THE DELETION OF EXISTING WORDING IN SECTION 9.2.15(D) AND THE ADDITION OF WORDING TO SECTION 9.2.15(D). THE AMENDMENT REMOVES THE 12 MONTH WAITING PERIOD FOR SUBSEQUENT TEXT AMENDMENT AND REZONING APPLICATIONS AFTER DENIAL IF THE SUBSEQUENT APPLICATIONS IS A REZONING APPLICATION FOR A DIFFERENT USE DESIGNATION OR IS INITIATED BY COUNTY COUNCIL OR PLANNING COMMISSION.**

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

**Section 1. Findings and Determinations.**

The Council finds and determines that:

- (a) Unified Development Ordinance (“UDO”) Section 9.2.15 requires a twelve (12) month waiting period before application may be made on the same UDO text amendment request or rezoning request.
- (b) The twelve (12) month waiting period denies flexibility for the Planning Commission or County Council when proposing text amendments or rezoning requests on their own initiative.
- (c) The twelve (12) month waiting period restricts options should Planning Commission or County Council wish to propose an alternate UDO text amendment or rezoning for a previously denied application for UDO text amendment or rezoning.

**Section 2. Amendment of Ordinance 2016-1442**

Ordinance 2016-1442 (Unified Development Ordinance) Chapter 9, Administration, Section 2, Review Procedures, Subsection 15, Text Amendments and Rezoning, Part (D), Waiting Period for Subsequent Application is amended as follows:

~~Indicates Matter Stricken~~

Indicates New Matter

**SECTION 9.2.15 TEXT AMENDMENTS AND REZONINGS**

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#### **D. WAITING PERIOD FOR SUBSEQUENT APPLICATIONS**

When an application for an amendment has been ~~approved or~~ denied by the County Council, no application shall be considered on the same ~~issue~~ zoning amendment request affecting the same property or part thereof within the next 12 months after ~~approval or~~ denial. This 12 month period does not apply to action initiated by either the County Council or Planning Commission.

#### **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**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

#### **LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading: July 15, 2019  
Second Reading: August 12, 2019  
Public Hearing: August 12, 2019  
Third Reading: August 26, 2019



Case No. UDO-019-002  
Meeting Date: August 12, 2019

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**To:** County Council

**From:** Rox Burhans, Planning Director

**Date:** July 29, 2019

**Subject:** Clarify 12 month waiting period after denial of rezoning and UDO text amendment

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This project has been updated to reflect action taken by County Council at the July 15, 2019 meeting. The Council unanimously voted to remove the proposal to eliminate the requirement to hold a public hearing before County Council in order to hold a public hearing before both Planning Commission and County Council.

Council did vote to move the request to clarify the 12 month waiting period for rezoning and text amendment requests forward to the August agenda.

**Proposal:**

Part 1 – Amend Chapter 9 to eliminate public hearing requirement at County Council.  
Part 2 – Clarify 12 month waiting period after denial of text amendment or rezoning request.

**Applicable Chapter(s):** Chapter 9, Administration

**Applicant:** Lancaster County

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**Project Summary & Proposal**

Chapter 9 of the UDO establishes review procedures for permits and projects in Lancaster County which must be reviewed and approved by staff, Planning Commission, Board of Zoning Appeals and County Council. This includes notification types, waiting periods after denials and vested rights.

This text amendment proposes two things (See Exhibit 2):

- 1: Elimination of the requirement to hold a public hearing during County Council meetings for UDO text amendment and rezoning requests only. Currently, the UDO requires both the Planning Commission and County Council to hold a public hearing during each meeting.
- 2: Adding the provision that a text amendment or rezoning request denied by County Council could be initiated by County Council or the Planning Commission, affecting the entire property(ies) or a portion of it.

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**Outline of Text Amendment**

The following chapter of the UDO has been amended or created:

- *Chapter 9, Administration:* The requirement to hold a public hearing at County Council will be eliminated. Clarification has also been added to 12 month wait period after denial.

Based on staff's findings, we offer the modifications attached to the Draft Ordinance for the Board's consideration. For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~striketrough~~ font. The proposed language is found in Exhibit 1.

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**Findings and Conclusions**

Part 1: Public Hearing Before County Council

Elimination of the requirement to hold a public hearing before County Council will not reduce public notification of text amendments or rezonings for the community. Notice of requests will continue to be posted on the website, emailed/mailed and published in the newspaper, therefore maintaining the same opportunity for the community to stay apprised of current projects. Elimination of the duplicative public hearing requirements will help further expedite the County Council review process. Opportunities for public comments associated with rezonings and text amendments will continue to be made available during the Citizen Comments portion of the County Council meeting agenda.

#### Part 2: Clarification of 12 Month Waiting Period

Amending the waiting period after a denial can provide flexibility for the Planning Commission and County Council when proposing text amendments and rezoning requests. It will also not penalize property owners by restricting rezoning options should the Planning Commission or County Council wish to propose an amendment for all or a portion of a property that was denied a rezoning request.

This language was included in the 2012 UDO (see Exhibit 3) and was likely mistakenly excluded from the current UDO.

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#### **Planning Staff Recommendation**

Staff recommends **approval** of the request.

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#### **Exhibits**

1. Proposed Text Amendment
2. Application
3. UDO Text Related to Waiting Periods Previously In Effect in 2012

#### **Staff Contact**

Katie See, Senior Planner

[ksee@lanastercountysc.net](mailto:ksee@lanastercountysc.net)

## 9.2.15 TEXT AMENDMENTS AND REZONINGS

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### A. CONSIDERATION BY COUNTY COUNCIL

1. **Public Notification (Prior to Planning Commission):** Level 1 and 2 are required for all amendments to the UDO. Level 3 is required for all amendments to the UDO that involve a specific parcel of land. Such actions include, but are not limited to, map amendments (rezonings), amendments to zoning district boundaries, and the application of new overlay zones.
2. **Consideration by the County Council:** Following receipt of a recommendation or appeal of a proposed amendment, the County Council ~~shall conduct a public hearing on the matter. Upon reviewing all of the pertinent information, the County Council may:~~
  - a. Adopt the proposed amendment.
  - b. Adopt the proposed amendment with modifications.
  - c. Reject the proposed amendment.
  - d. Refer the proposed amendment back to the Planning Commission for further consideration.
  - e. Refuse to take any further action.

### B. WAITING PERIOD FOR SUBSEQUENT APPLICATIONS

When an application for an amendment has been ~~approved or~~ denied by the County Council, no application shall be considered on the same ~~issue~~ zoning amendment request affecting the same property or part thereof within the next 12 months after ~~approval or~~ denial. This 12 month period does not apply to action initiated by either the County Council or Planning Commission.

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## 9.2.15 TEXT AMENDMENTS AND REZONINGS

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### D. WAITING PERIOD FOR SUBSEQUENT APPLICATIONS

When an application for an amendment has been ~~approved or~~ denied by the County Council, no application shall be considered on the same ~~issue~~ zoning amendment request affecting the same property or part thereof within the next 12 months after ~~approval or~~ denial. This 12 month period does not apply to action initiated by either the County Council or Planning Commission.

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**Planning Department**  
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721  
Phone: 803.285.6005, [planning@lanastercountysc.net](mailto:planning@lanastercountysc.net)  
[www.mylanastersc.org](http://www.mylanastersc.org)

## TEXT AMENDMENT APPLICATION

### SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

### GENERAL INFORMATION

UDO Section(s) Proposed to be Amended 9.2.15.C.2., and 9.2.15.D. (page 9-42 of the UDO)

Current Text see attached

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Proposed Text see attached

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Description of Need for Proposed Text The proposed text outlines a process for public hearings at the Planning Commission, which has been the established process for map and text amendments.

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☐ Additional pages attached for more information

### CONTACT INFORMATION

Applicant Name Alison Alexander, Deputy County Administrator

Address 101 N. Main St

City Lancaster State SC Zip 29720 Phone 803-416-9514

Fax \_\_\_\_\_ Email aalexander@lanastercountysc.net

**APPLICATION CERTIFICATIONS**

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

  
Applicant

4-25-2019  
Date

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

**LANCASTER COUNTY OFFICE USE ONLY**

Application Number UDO-TA-019-002 Date Received 4-25-19 Receipt Number —

Amount Paid n/a Check Number — Cash Amount —

Received By JB Planning Commission Meeting Date 6-18-19

**SCHEDULE/PROCESS****1. Submit Application**

- The deadline for this application is at least 30 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.

**2. Planning Commission**

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

**3. County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.

### **C. CONSIDERATION BY COUNTY COUNCIL**

**1. Public Notification (Prior to Planning Commission):** Level 1 and 2 are required for all amendments to the UDO. Level 3 is required for all amendments to the UDO that involve a specific parcel of land. Such actions include, but are not limited to, map amendments (rezonings), amendments to zoning district boundaries, and the application of new overlay zones.

**2. Consideration by the County Council:** Following receipt of a recommendation from Planning Commission concerning a proposed amendment, the County Council shall conduct a public hearing on the matter. Upon reviewing all of the pertinent information, the County Council may:

- a. Adopt the proposed amendment.
- b. Adopt the proposed amendment with modifications.
- c. Reject the proposed amendment.
- d. Refer the proposed amendment back to the Planning Commission for further consideration.
- e. Refuse to take any further action.

### **D. WAITING PERIOD FOR SUBSEQUENT APPLICATIONS**

When an application for an amendment has been approved or denied by the County Council, no application shall be considered on the same issue zoning amendment request affecting the same property or part thereof within the next 12 months after approval or denial. This 12-month period does not apply to action initiated by either the County Council or Planning Commission.

## Section 18.2 - Initiation of amendment.

### Section 18.2.1 - Text amendments.

Amendments to the text of the ordinance may be initiated by the county council, the planning commission, or any citizen. However, if an amendment is denied, then an application for the same amendment shall not be submitted for a period of 12 months from the date the original request was heard and denied by the county council. This 12 month period does not apply to actions initiated by either the county council or the planning commission.

*(Ord. No. 363, 1-31-00; Ord. No. 748, 5-1-06)*

### Section 18.2.2 - District boundary map amendments.

Amendments to the District Boundary Map may be initiated by the county council, the planning commission, the property owner, his agent (with written consent of the property owner), lessees of the property or their agent (with written consent of the property owner), or persons who have contracted to purchase the property contingent upon their ability to acquire the necessary permits under this ordinance of the agent of such person (who shall make application in the name of such owners, lessees or contract vendees and with the written consent of the property owner). However, no such amendment shall be initiated for the same change of zoning request affecting the same property or any part thereof within 12 months of a hearing and decision on such zoning change by the county council, as provided in section 18.7. This 12-month period does not apply to actions initiated by either the county council or the planning commission.

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2019- 1599

COUNTY OF LANCASTER

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**AN ORDINANCE**

**TO AMEND ORDINANCE 2016-1442, THE UNIFIED DEVELOPMENT ORDINANCE (“UDO”), BY THE DELETION OF EXISTING WORDING IN SECTION 9.2.15(C)2 AND SECTION 9.2.15(D) AND THE ADDITION OF WORDING TO SECTION 9.2.15(D). THE AMENDMENT REMOVES THE REQUIREMENT THAT COUNTY COUNCIL CONDUCT A PUBLIC HEARING ADDITIONAL TO THE PUBLIC HEARING ALREADY REQUIRED BEFORE PLANNING COMMISSION FOR TEXT AMENDMENTS AND REZONINGS. THE AMENDMENT ALSO REMOVES THE 12 MONTH WAITING PERIOD FOR SUBSEQUENT TEXT AMENDMENT AND REZONING APPLICATIONS AFTER DENIAL IF THE SUBSEQUENT APPLICATIONS IS INITIATED BY COUNTY COUNCIL OR PLANNING COMMISSION.**

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

**Section 1. Findings and Determinations.**

The Council finds and determines that:

- (a) Unified Development Ordinance (“UDO”) Section 9.2.15 requires public hearings before both Planning Commission and County Council for UDO text amendment applications and rezoning applications.
- (b) State law provides that when a public hearing is held before the Planning Commission, no public hearing by County Council is required before amending a zoning ordinance text or maps.
- (c) Elimination of a duplicative public hearing will expedite the County Council review process.
- (d) Public notice of UDO text amendments and zoning map amendments will not be altered and opportunity for public comment will continue to be available during Citizens Comments portion of the County Council meeting agenda.
- (e) Unified Development Ordinance (“UDO”) Section 9.2.15 requires a twelve (12) month waiting period before application may be made on the same UDO text amendment request or rezoning request.
- (f) The twelve (12) month waiting period denies flexibility for the Planning Commission or County Council when proposing text amendments or rezoning requests on their own initiative.

- (g) The twelve (12) month waiting period restricts options should Planning Commission or County Council wish to propose an alternate UDO text amendment or rezoning for a previously denied application for UDO text amendment or rezoning.

## **Section 2.      Amendment of Ordinance 2016-1442**

Ordinance 2016-1442 (Unified Development Ordinance) Chapter 9, Administration, Section 2, Review Procedures, Subsection 15, Text Amendments and Rezoning, Part (C) 2, Consideration by County Council is amended as follows:

~~Indicates Matter Stricken~~

Indicates New Matter

### **SECTION 9.2.15 TEXT AMENDMENTS AND REZONINGS**

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#### **C. CONSIDERATION BY COUNTY COUNCIL**

1. **Public Notification (Prior to Planning Commission):** Level 1 and 2 are required for all amendments to the UDO. Level 3 is required for all amendments to the UDO that involve a specific parcel of land. Such actions include, but are not limited to, map amendments (rezonings), amendments to zoning district boundaries, and the application of new overlay zones.
2. **Consideration by the County Council:** Following receipt of a recommendation or appeal of a proposed amendment, the County Council ~~shall conduct a public hearing on the matter. Upon reviewing all of the pertinent information, the County Council may:~~
  - a. Adopt the proposed amendment.
  - b. Adopt the proposed amendment with modifications.
  - c. Reject the proposed amendment.
  - d. Refer the proposed amendment back to the Planning Commission for further consideration.
  - e. Refuse to take any further action.

#### **D. WAITING PERIOD FOR SUBSEQUENT APPLICATIONS**

~~When an application for an amendment has been approved or denied by the County Council, no application shall be considered on the same issue zoning amendment request affecting the same property or part thereof within the next 12 months after approval or denial. This 12 month period does not apply to action initiated by either the County Council or Planning Commission.~~

## **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**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:      July 15, 2019  
Second Reading:    August 12, 2019  
Third Reading:      August 26, 2019

# The Lancaster News

701 North White Street  
PO Box 640  
Lancaster, SC 29721  
803-283-1133

## PUBLIC HEARING NOTICE

The Lancaster County Council will conduct a public hearing on Monday, August 12, 2019 at 6:00 PM, Room 224 of the Lancaster County Administrative Building, located at 101 N. Main Street, Lancaster County, SC, for the purpose of obtaining oral and written comments from the public concerning the following:

1. UDO-TA-019-002: Application of Lancaster County to amend Chapter 9, Administration, Section 9.2.15.C.2., by removing the requirement to conduct a second public hearing on rezoning and text amendment cases at County Council and 9.2.15.D. by making modifications to the waiting period for subsequent applications and related modifications to the ordinance.
2. UDO-TA-019-003: Application of Lancaster County to amend the Chapter 3, Mixed-Use Districts, Section 3.5 Urban District Development Standards, 3. Development Standards, B. Minimum Development Size by adding a provision allowing for a twenty (20%) percent reduction in the Minimum Development Size for properties already zoned with a mixed-use designation at the time the Section 3.5 standards were adopted, and related modifications to the ordinance.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department, which is located at 101 North Main Street, Room 108 Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *June 23, 2019*

*Berrie G. Gumbly*

Notary Public of South Carolina

My Commission Expires  
January 13, 2021

# CAROLINA GATEWAY

701 North White Street  
PO Box 640  
Lancaster, SC 29721  
803-283-1133

## PUBLIC HEARING NOTICE

The Lancaster County Council will conduct a public hearing on Monday, August 12, 2019 at 6:00 PM, Room 224 of the Lancaster County Administrative Building, located at 101 N. Main Street, Lancaster County, SC, for the purpose of obtaining oral and written comments from the public concerning the following:

1. UDO-TA-019-002: Application of Lancaster County to amend Chapter 9, Administration, Section 9.2.15.C.2., by removing the requirement to conduct a second public hearing on rezoning and text amendment cases at County Council and 9.2.15.D. by making modifications to the waiting period for subsequent applications and related modifications to the ordinance.
2. UDO-TA-019-003: Application of Lancaster County to amend the Chapter 3, Mixed-Use Districts, Section 3.5 Urban District Development Standards, 3. Development Standards, B. Minimum Development Size by adding a provision allowing for a twenty (20%) percent reduction in the Minimum Development Size for properties already zoned with a mixed-use designation at the time the Section 3.5 standards were adopted, and related modifications to the ordinance.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department, which is located at 101 North Main Street, Room 108 Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

This is to certify that the attached Legal Notice was published in CAROLINA GATEWAY in the issue of *June 26, 2019*

*Benita G. Gush*

Notary Public of South Carolina

My Commission Expires  
January 13, 2021

## Agenda Item Summary

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Ordinance # / Resolution #: Ordinance 2019-1600/Planning Department File: UDO-TA-019-003

Contact Person / Sponsor: Katie See/Planning

Department: Planning

Date Requested to be on Agenda: 8/12/2019

### **Issue for Consideration:**

This is a request to amend UDO Chapter 3, Mixed-Use Districts, regarding a reduction in the minimum development size standard. The amendment proposes the allowance of a reduction of 20% from the 25 acre minimum development size standard for properties previously designated as a M-U district.

### **Points to Consider:**

The current requirement that property be at least 25 acres in size when zoned mixed-use limits the use of properties less than 25 acres in size but zoned mixed-use. The ability to request a 20% reduction in the minimum mixed-use development size standards as a matter of right would give those who own property less than 25 acres in size the chance to develop the land in accordance with the UDO. It is important to recognize that most properties zoned mixed-use were established prior to adoption of the minimum 25-acre threshold.

Planning staff believes this request will provide flexibility to existing properties zoned mixed-use and will not have a detrimental effect on achieving the intent of the mixed-use district zoning classifications. This reduction will not apply to newly zoned mixed-use properties or properties that have a previously approved mixed-use master plan.

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

N/A

### **Council Options:**

Approve or deny text amendment.

### **Recommendation:**

Planning staff recommends **approval** of this text amendment.

Planning Commission recommended **denial** on June 18, 2019 by a vote of 4-3. At the referenced meeting, no citizens signed up to speak on this amendment.

### **ATTACHMENTS:**

Description	Upload Date	Type
Ordinance 2019-1600	8/1/2019	Ordinance
Staff Report	6/21/2019	Planning Staff Report
Exhibit 1: Proposed Text Change	6/25/2019	Exhibit
Exhibit 2: Application	6/21/2019	Exhibit
Exhibit 3: MU District Map	6/21/2019	Exhibit
Public Hearing Notices for Ordinance 2019-1600(UDO-TA-019-003)	8/1/2019	Public Hearing Notices

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2019-1600

COUNTY OF LANCASTER

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**AN ORDINANCE**

**TO AMEND ORDINANCE 2016-1442 (UNIFIED DEVELOPMENT ORDINANCE “UDO”) BY ADDITION OF WORDING TO CHAPTER 3, MIXED USE DISTRICT, SECTION 5, URBAN DISTRICT DEVELOPMENT STANDARDS TO ALLOW A TWENTY PERCENT REDUCTION IN THE MINIMUM DEVELOPMENT SIZE STANDARD FOR PROPERTIES CURRENTLY ZONED WITH A MIXED USE ZONING DESIGNATION.**

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

**Section 1. Findings and Determinations.**

The Council finds and determines that:

- (a) Unified Development Ordinance (“UDO”) Section 3.5 requires a minimum development size of twenty-five (25) acres for a mixed use development.
- (b) During preparation and adoption of the Future Land Use Map, the Comprehensive Plan, and the UDO, several properties were identified that were desirable for mixed use zoning designations and those properties were rezoned to mixed use zoning designations.
- (c) Allowance of a twenty (20%) percent reduction in minimum development size will provide flexibility to existing properties zoned mixed-use by allowing for development as intended in the Comprehensive Plan and Future Land Use Map and will not have a detrimental effect on achieving the intent of the mixed-use district zoning classifications.
- (d) The reduction will not apply to newly zoned mixed-use properties or properties that have a previously approved mixed-use master plan.

**Section 2. Amendment of Ordinance 2016-1442**

Ordinance 2016-1442 (Unified Development Ordinance) Chapter 3, Mixed Use District, Section 5, Urban District Development Standards is amended as follows:

~~Indicates Matter Stricken~~

Indicates New Matter

**3.5 URBAN DISTRICT DEVELOPMENT STANDARDS**

Base Districts	Urban Residential UR	High Density Residential HDR	Residential Mixed-Use RMX	Mixed-Use MX	Industrial Mixed-use IMX
1. BUILDING TYPE	Section 3.4	Section 3.4	Section 3.4	Section 3.4	Section 3.4
2. PERMITTED BUILDING ELEMENTS	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
3. DEVELOPMENT STANDARDS					
A. Max. Density (Units/Acre)	4 dua	8 dua	Attached - 12 dua * Detached – 9 dua	15 dua * and **	12 dua
B. Minimum Development Size	25 acres***	25 acres***	25 acres***	25 acres***	25 acres***
4. BUILDING PLACEMENT	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
5. ACCESSORY STRUCTURE	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
6. PARKING CONFIGURATION	By building type – See Chapter 7	By building type - See Chapter 7	By building type – See Chapter 7	By building type – See Chapter 7	By building type – See Chapter 7
7. HEIGHT					
A. Min. Height	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
B. Max. Height	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6

\*A density bonus of up to 15% may be considered by the Planning Commission and County Council when the development provides 10% of the total housing units for affordability and housing diversity. This may be achieved through smaller square footage units being incorporated into the Master Development Plan for families with moderate incomes of at least 50% but less than 80% of median incomes for the Charlotte –Gastonia-Salisbury Combined Statistical Area.

\*\*Additional density may be considered during the Mixed-Use District / Master Development Plan process by the Planning Commission and County Council.

\*\*\* For existing properties zoned with a mixed-use designation prior to the adoption of the minimum mixed-use development size standards and without a previously approved mixed-use master plan, a 20% reduction in the minimum mixed-use development size may be requested as a matter of right.

For the purposes of this ordinance, the standards and provisions for mixed-use districts including UR, HDR, RMX, MX, and IMX require the development and approval of a Mixed-Use District / Master Development Plan in accordance with Chapter 9. Such plans must be approved prior to the issuance of any other land development permits except for a preliminary or final plats necessary to subdivide the development to provide access to the tract.

### **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**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:            August 12, 2019  
Second Reading:        August 26, 2019  
Public Hearing:           August 12, 2019  
Third Reading:          September 9, 2019

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**Proposal:** To reduce Mixed-Use District minimum development standard size (25-acres) by 20% for properties currently zoned mixed-use

**Applicable Chapter(s):** Chapter 3.5 Urban District Development Standards

**Applicant:** Lancaster County

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### **Project Summary & Proposal**

Chapter 3 of the UDO requires a minimum development size of 25 acres for parcels located in one of the mixed-use districts. This minimum requirement is preventing some properties currently zoned as a Mixed-Use District (Urban Residential, High Density Residential, Residential Mixed-Use, Mixed-Use and Industrial Mixed-Use) from developing in a manner consistent with the policy rational behind the mixed-use zoning districts. Currently, some parcels fall far short of the 25-acre minimum and this would enable more property owners to develop their parcels without the need to request a rezoning.

This text amendment proposes adding a 20% reduction in the minimum development standard size that may be requested as a matter of right in Mixed-Use Urban Districts (See Exhibit 2, Application).

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### **Outline of Text Amendment**

The following chapters of the UDO have been amended or created:

- *Chapter 3, Urban District Development Standards:* A third footnote will be added below the Urban District Development Standards table to indicate that a 20% reduction may be requested as a matter of right.

Based on staff's findings, we offer the modifications attached to the Draft Ordinance for the Board's consideration. For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~striketrough~~ font. The proposed language is found in Exhibit 1.

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### **Findings and Conclusions**

The current requirement that property be at least 25 acres in size when zoned mixed-use limits the use of properties less than 25 acres in size but zoned mixed-use. The ability to request a 20% reduction in the minimum mixed-use development size standards as a matter of right would give those who own property less than 25 acres in size the chance to develop the land in accordance

with the UDO. It is important to recognize that most properties zoned mixed-use were established prior to adoption of the minimum 25-acre threshold.

Planning staff believes this request will provide flexibility to existing properties zoned mixed-use and will not have a detrimental effect on achieving the intent of the mixed-use district zoning classifications. This reduction will not apply to newly zoned mixed-use properties or properties that have a previously approved mixed-use master plan.

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**Planning Staff Recommendation**

Staff recommends **approval** of the request.

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**Exhibits**

1. Proposed Text Amendment
2. Application
3. MXU Zoning District Map

**Staff Contact**

Katie See, Senior Planner

[ksee@lancastercountysc.net](mailto:ksee@lancastercountysc.net)

### 3.5 URBAN DISTRICT DEVELOPMENT STANDARDS

Base Districts	Urban Residential UR	High Density Residential HDR	Residential Mixed-Use RMX	Mixed-Use MX	Industrial Mixed-use IMX
1. BUILDING TYPE	Section 3.4	Section 3.4	Section 3.4	Section 3.4	Section 3.4
2. PERMITTED BUILDING ELEMENTS	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
3. DEVELOPMENT STANDARDS					
A. Max. Density (Units/Acre)	4 dua	8 dua	Attached - 12 dua <sup>1</sup> Detached – 9 dua	15 dua <sup>1,2</sup>	12 dua
B. Minimum Development Size	25 acres <sup>3</sup>	25 acres <sup>3</sup>	25 acres <sup>3</sup>	25 acres <sup>3</sup>	25 acres <sup>3</sup>
4. BUILDING PLACEMENT	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
5. ACCESSORY STRUCTURE	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
6. PARKING CONFIGURATION	By building type – See Chapter 7	By building type – See Chapter 7	By building type – See Chapter 7	By building type – See Chapter 7	By building type – See Chapter 7
7. HEIGHT					
A. Min. Height	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
B. Max. Height	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6

1. A density bonus of up to 15% may be considered by the Planning Commission and County Council when the development provides 10% of the total housing units for affordability and housing diversity. This may be achieved through smaller square footage units being incorporated into the Master Development Plan for families with moderate incomes of at least 50% but less than 80% of median incomes for the Charlotte –Gastonia-Salisbury Combined Statistical Area.
2. Additional density may be considered during the Mixed-Use District / Master Development Plan process by the Planning Commission and County Council.
3. For existing properties zoned with a mixed-use designation prior to the adoption of the minimum mixed-use development size standards and without a previously approved mixed-use master plan, a 20% reduction in the minimum mixed-use development size may be requested as a matter of right.
4. Development Agreements shall be required for all mixed-use zoning district rezoning applications, as consistent with Section 9.2.18 of this UDO.
5. For the purposes of this ordinance, the standards and provisions for mixed-use districts including UR, HDR, RMX, MX, and IMX require the development and approval of a Mixed-Use District / Master Development Plan in accordance with Chapter 9. Such plans must be approved prior to the issuance of any other land development permits except for a preliminary or final plats necessary to subdivide the development to provide access to the tract.



Planning Department  
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721  
Phone: 803.285.6005, [planning@lanastercountysc.net](mailto:planning@lanastercountysc.net)  
[www.mylancastersc.org](http://www.mylancastersc.org)

## TEXT AMENDMENT APPLICATION

### SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

### GENERAL INFORMATION

UDO Section(s) Proposed to be Amended 3.5 Urban District Development Standards

Current Text See attached Exhibit "1"

Proposed Text For existing properties zoned with a mixed use designation prior to the adoption of the minimum mixed use development size standards, a 20% reduction in the minimum mixed use development size may be requested as a matter of right. See attached Exhibit "2"

Description of Need for Proposed Text The Minimum Mixed Use Development size is preventing properties zoned as mixed use from developing in a manner consistent with the policy rationale behind the mixed use zoning districts.

☐ Additional pages attached for more information

### CONTACT INFORMATION

Applicant Name Rox Burhans, Lancaster County Planning Director

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

**APPLICATION CERTIFICATIONS**

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Rox Burhan  
Applicant

5-20-19  
Date

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

**LANCASTER COUNTY OFFICE USE ONLY**

Application Number \_\_\_\_\_ Date Received \_\_\_\_\_ Receipt Number \_\_\_\_\_

Amount Paid \_\_\_\_\_ Check Number \_\_\_\_\_ Cash Amount \_\_\_\_\_

Received By \_\_\_\_\_ Planning Commission Meeting Date 6-18-19

**SCHEDULE/PROCESS****1. Submit Application**

- The deadline for this application is at least 30 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.

**2. Planning Commission**

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

**3. County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.

### 3.5 URBAN DISTRICT DEVELOPMENT STANDARDS

Base Districts	Urban Residential UR	High Density Residential HDR	Residential Mixed-Use RMX	Mixed-Use MX	Industrial Mixed-use IMX
1. BUILDING TYPE	Section 3.4	Section 3.4	Section 3.4	Section 3.4	Section 3.4
2. PERMITTED BUILDING ELEMENTS	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
3. DEVELOPMENT STANDARDS					
A. Max. Density (Units/Acre)	4 dua	8 dua	Attached - 12 dua * Detached – 9 dua	15 dua * and **	12 dua
B. Minimum Development Size	25 acres	25 acres	25 acres	25 acres	25 acres
4. BUILDING PLACEMENT	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
5. ACCESSORY STRUCTURE	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
6. PARKING CONFIGURATION	By building type – See Chapter 7	By building type - See Chapter 7	By building type – See Chapter 7	By building type – See Chapter 7	By building type – See Chapter 7
7. HEIGHT					
A. Min. Height	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
B. Max. Height	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6

\*A density bonus of up to 15% may be considered by the Planning Commission and County Council when the development provides 10% of the total housing units for affordability and housing diversity. This may be achieved through smaller square footage units being incorporated into the Master Development Plan for families with moderate incomes of at least 50% but less than 80% of median incomes for the Charlotte –Gastonia-Salisbury Combined Statistical Area.

\*\*Additional density may be considered during the Mixed-Use District / Master Development Plan process by the Planning Commission and County Council.

For the purposes of this ordinance, the standards and provisions for mixed-use districts including UR, HDR, RMX, MX, and IMX require the development and approval of a Mixed-Use District / Master Development Plan in accordance with Chapter 9. Such plans must be approved prior to the issuance of any other land development permits except for a preliminary or final plats necessary to subdivide the development to provide access to the tract.



Indicates New Text\*\*\*

### 3.5 URBAN DISTRICT DEVELOPMENT STANDARDS

Base Districts	Urban Residential UR	High Density Residential HDR	Residential Mixed-Use RMX	Mixed-Use MX	Industrial Mixed-use IMX
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5. ACCESSORY STRUCTURE	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
6. PARKING CONFIGURATION	By building type – See Chapter 7	By building type – See Chapter 7	By building type – See Chapter 7	By building type – See Chapter 7	By building type – See Chapter 7
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A. Min. Height	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6
B. Max. Height	Section 3.6	Section 3.6	Section 3.6	Section 3.6	Section 3.6

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\*\*\*For existing properties zoned with a mixed use designation prior to the adoption of the minimum mixed use development size standards, a 20% reduction in the minimum mixed use development size may be requested as a matter of right.

For the purposes of this ordinance, the standards and provisions for mixed-use districts including UR, HDR, RMX, MX, and IMX require the development and approval of a Mixed-Use District / Master Development Plan in accordance with Chapter 9. Such plans must be approved prior to the issuance of any other land development permits except for a preliminary or final plats necessary to subdivide the development to provide access to the tract.



## Exhibit 3



# The Lancaster News

701 North White Street  
PO Box 640  
Lancaster, SC 29721  
803-283-1133

## PUBLIC HEARING NOTICE

The Lancaster County Council will conduct a public hearing on Monday, August 12, 2019 at 6:00 PM, Room 224 of the Lancaster County Administrative Building, located at 101 N. Main Street, Lancaster County, SC, for the purpose of obtaining oral and written comments from the public concerning the following:

1. UDO-TA-019-002: Application of Lancaster County to amend Chapter 9, Administration, Section 9.2.15.C.2., by removing the requirement to conduct a second public hearing on rezoning and text amendment cases at County Council and 9.2.15.D. by making modifications to the waiting period for subsequent applications and related modifications to the ordinance.
2. UDO-TA-019-003: Application of Lancaster County to amend the Chapter 3, Mixed-Use Districts, Section 3.5 Urban District Development Standards, 3. Development Standards, B. Minimum Development Size by adding a provision allowing for a twenty (20%) percent reduction in the Minimum Development Size for properties already zoned with a mixed-use designation at the time the Section 3.5 standards were adopted, and related modifications to the ordinance.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department, which is located at 101 North Main Street, Room 108 Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *June 23, 2019*



Notary Public of South Carolina

My Commission Expires  
January 13, 2021

# CAROLINA GATEWAY

701 North White Street  
PO Box 640  
Lancaster, SC 29721  
803-283-1133

## PUBLIC HEARING NOTICE

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2. UDO-TA-019-003: Application of Lancaster County to amend the Chapter 3, Mixed-Use Districts, Section 3.5 Urban District Development Standards, 3. Development Standards, B. Minimum Development Size by adding a provision allowing for a twenty (20%) percent reduction in the Minimum Development Size for properties already zoned with a mixed-use designation at the time the Section 3.5 standards were adopted, and related modifications to the ordinance.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department, which is located at 101 North Main Street, Room 108 Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

This is to certify that the attached Legal Notice was published in CAROLINA GATEWAY in the issue of *June 26, 2019*

*Benita G. Gush*

Notary Public of South Carolina

My Commission Expires  
January 13, 2021

## Agenda Item Summary

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Ordinance # / Resolution #: Ordinance 2019-1602

Contact Person / Sponsor: John DuBose/County Attorney

Department: Attorney

Date Requested to be on Agenda: 8/12/2019

### **Issue for Consideration:**

The Ordinance would amend the definition of “Class 4 Property” within the Rate and Method of Apportionments (“RMA”) included in the Assessment Roll for Bond Area 3 (previously approved in December 2016) of Walnut Creek Improvement District (formerly known as Edenmoor), to change the equivalent assessment factor (“EAF”) for Class 4 Property from 0.56 per Unit (townhome) to 1.0 per Unit.

### **Points to Consider:**

This change has been requested by Edenmoor Land Acquisition II, LLC, which intends to record a plat related to 67 townhomes to be constructed on parcels in Bond Area 3 owned by it (the “Townhome Parcels”), in connection with a proposed reclassification of the Townhome Parcels from Class 2 Property (commercial) to Class 4 Property (residential townhomes – does not include single family homes). This change only affects the assessments related to townhomes within Bond Area 3. There are currently three parcels of land in Bond Area 3, which are owned by ELA II and one other commercial land owner, each of whom have consented to the change in EAF for Class 4 Property in the RMA and represented to the County that they do not intend to construct any additional townhomes other than the 67 described above.

The effect of the reclassification and change in EAF for Class 4 Property in the RMA is that annual assessment payments for each townhome lot would be reduced (and be much more consistent with annual assessment payments for single family residential), but the total aggregate assessments applicable to those parcels would not change.

In addition to obtaining the consent of the current landowners within Bond Area 3, the County’s assessment consultant (David Taussig & Associates) has reviewed the proposed reclassification and modification of the RMA and does not believe future property owners within Bond Area 3 would be adversely impacted.

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

None

### **Council Options:**

Council can approve, deny or amend the Ordinance.

### **Recommendation:**

### **ATTACHMENTS:**

Description	Upload Date	Type
Ordinance 2019-1602	8/7/2019	Ordinance

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2019-1602

### AN ORDINANCE

**TO AUTHORIZE CERTAIN MODIFICATIONS TO THE WALNUT CREEK IMPROVEMENT DISTRICT ASSESSMENT ROLL FOR BOND AREA 3, INCLUDING ITS RATE AND METHOD OF APPORTIONMENT OF ASSESSMENT A; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO**

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

#### **Section 1. Findings.**

The Lancaster County Council finds that:

(a) The County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 713 enacted on January 30, 2006, as corrected and confirmed by Resolution No. 527 adopted on May 22, 2006, and as amended by Ordinance No. 2015-1367 and Ordinance No. 2016-1393 enacted on December 14, 2015 and November 14, 2016, respectively (as so amended, the "Improvement District Ordinance"), has heretofore established the Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the "Improvement District"), relating to an approximately 868-acre residential development known as "Walnut Creek", formerly known as "Edenmoor" (the "Development"), and approved an Assessment Roll for each Bond Area (as such terms are defined herein);

(b) Pursuant to the Improvement District Ordinance, the Improvement District was subdivided into three areas (referenced herein as Bond Area 1, Bond Area 2 and Bond Area 3 (each, a "Bond Area"), and the Assessment A applicable to each such Bond Area also relates to a specific sub-series of Series A Bonds (as such terms are defined in the Assessment Roll A, including the Rate and Method of Apportionment of Assessment A (the "RMA") attached as an appendix thereto (together with the RMA, each, an "Assessment Roll"), relating to each such Bond Area) which are presently outstanding and/or may be hereafter issued to refund such outstanding bonds;

(c) The County understands that Bond Area 3 presently consists of three parcels of land aggregating 259.67 acres, which parcels are presently owned by two commercial real estate landowners, and that one of such landowner known as Edenmoor Land Acquisition II, LLC ("ELA II"), intends to record a plat map consisting of approximately 67 townhomes on property within Bond Area 3 (the "Townhome Parcels") which had been previously intended for commercial development and to reclassify the Townhome Parcels from Class 2 Property to Class 4 Property (as such terms are defined in RMA included in the hereinafter defined Original Assessment Roll A-3);

(d) ELA II has advised the County that, based on the current equivalent assessment factor ("EAF") specified in the RMA included in the Original Assessment Roll A-3 for Class 4 Property (e.g., defined to mean residential property including townhomes) of 0.56 per Unit, the resulting annual Assessment A payment for future townhome owners within Bond Area 3 would be disproportionately higher than other residential property owners in Bond Area 3 and could negatively impact the marketability of such development; as such, ELA II has requested that the Original Assessment Roll A-3

be modified to change the EAF for Class 4 Property from 0.56 per Unit to 1.00 per Unit and other changes described herein; and

(d) The County further understands that, based on the representations of ELA II, the total Assessment A for the parcels in Bond Area 3 will not change because of the reclassification of property from Class 2 Property to Class 4 Property and the modification to the Original Assessment Roll A-3 described above and that, further, (1) the annual Assessment A payment to be made by owners of Class 4 Property (e.g., owners of townhomes) is expected to be less than the annual Assessment A payment such owners would pay absent such reclassification and modification, (2) the property owned by ELA II (e.g., the Townhome Parcels) is the only property within Bond Area 3 to be classified as Class 4 Property or to be developed as townhomes in Bond Area 3, (3) all of the current property owners within Bond Area 3 have been advised of the proposed reclassification of the Townhome Parcels and modification of the Original Assessment Roll A-3 and have consented in writing thereto prior to the date hereof and (4) the County's assessment consultant, David Taussig & Associates, Inc. has reviewed the proposed reclassification and modification of the Original Assessment Roll A-3 described above and does not believe future property owners within Bond Area 3 would be adversely impacted by such modification.

## **Section 2.      Amendment of Original Assessment Roll A-3.**

The Assessment Roll A-3 (including the RMA attached thereto), as approved in December 2016 (the "Original Assessment Roll A-3"), is hereby amended as follows:

(a) The definition of "Equivalent Assessment A Factors" in the RMA is modified such that the EAF for Class 4 Property shall be changed from "0.56 per Unit" to "1.00 per Unit".

(b) The total EAF for Tax Parcel Number 0020-00-002.00 shall be increased from 62.70 EAF to 67 for the 2019 Assessment Roll, reflecting the reclassification of the commercial parcel therein from Class 2 Property to Class 4 Property and the above-described modification. The annual update to Assessment Roll A for Bond Area 3, which is anticipated to be presented to the County Council for approval on or about September 9, 2019, shall be confirmed accordingly.

(c) Except as modified hereby and as annually updated from time to time, the Original Assessment Roll A-3 shall be confirmed in its original form.

## **Section 3.      Authority to Act.**

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the purposes of this ordinance.

## **Section 4.      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 5.      Controlling Provisions.**

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

**Section 6.      Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

Date of First Reading:	August 12, 2019
Date of Second Reading:	August 26, 2019
Date of Public Hearing:	September 9, 2019
Date of Third Reading:	September 9, 2019

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# Agenda Item Summary

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Ordinance # / Resolution #: Ordinance 2019-1603

Contact Person / Sponsor: Jamie Gilbert/Economic Development

Department: Economic Development

Date Requested to be on Agenda: 8/12/2019

## **Issue for Consideration:**

Project Grain, is an international building products manufacturer that is considering the establishment of a manufacturing operation in one of Lancaster County's existing buildings.. The project is expected create 210 new jobs with a capital investment of \$10,141,000 of which approximately \$9,741,000 will be taxable property. The project is seeking to begin operations in October 2019. This is a competitive project that the Lancaster County Department of Economic Development (LCDED) has been recruiting for several months.

Project Grain and LCDED have been working for the last month on a property tax incentive structure that would allow the project to move forward and have come to an agreement on what incentives are required.

Based on the new jobs and investment numbers, LCDED is recommending the County Council approve two Special Source Revenue Credits for Project Grain that would be applicable to the company's real and personal property.

## **5 Year Manufacturers Credit**

- Project Grain will be able to collect the state 5 year manufacturers credit against the county portion of the millage.
- The collection will only be for the first five years as the company has agreed not to accept the credit after the fifth year.

## **SSRC #1**

- 18 Years.
- SSRC #1 begins in year six of the project.
- All investments within the first five years of the project are eligible to receive the credit.
- In the first fifteen years of SSRC #1, the ad valorem property taxes will be calculated so that the taxes due are equal to a 6% assessment with a millage rate of 498.3.
- In years sixteen, seventeen and eighteen of SSRC #1, the ad valorem taxes will receive a credit of 10.75%, 8.6% and 3%.

## **SSRC #2**

- 14 years.
- In years 1-5, SSRC #2 provides a credit of 50% to the ad valorem property taxes.
- In years 6-10, SSRC #2 provides a credit of 50% after SSRC #1 has been applied.
- In Years 11-14, SSRC #2 provides a credit of 12.5% (year 11), 10% (year 12) and 3.5% (years 13 and 14) after SSRC #1 has been applied.

## **Eligibility**

- SSRC #1: The company must maintain a minimum investment of \$2,500,000 and 10 full time jobs at the facility over the term of the agreement.
- SSRC #2: The company must satisfy the requirements of SSRC #1 in order to receive SSRC #2.
- The company must then meet the agreed upon number of qualified full time job numbers annually or SSRC #2 will be reduced by the percentage of jobs attained.
- SSRC #2's qualified full time job requirements are 20 jobs in year two, 30 jobs in year three and 40 jobs in years four to fourteen. Qualified full time jobs are at least 30 hours a a week, provide health care benefits and pay an hourly wage rate of \$15 per hour in years one to five and \$16.88 per hour in years six to fourteen.

## **Points to Consider:**

The incentive are consistent will incentive guidelines developed by LCDED which are based on job creation, investment, wages

paid and location within Lancaster County.

Project Grain would be the largest new manufacturing project to locate in Lancaster County in six years, the county's seventh largest manufacturer, occupy an existing older industrial property in Lancaster and provide some much needed new manufacturing jobs to the central/southern area of the county.

**Funding and Liability Factors:**

The project will be able to claim the statutory 5 year manufacturers exemption which means the county will not receive any of its portion of the property tax revenue for the first five years of the project. The project will however generate other revenue to the county during that time through local purchases, payroll to employees living in the county, services/good purchased by employees, etc.

The cost benefit analysis run for the project shows a positive fiscal impact to the county of \$4 to \$1.

**Council Options:**

Council can vote to 1) approve the recommended incentives, 2) decline the recommended incentives or 3) table the recommended incentives for a future meeting.

**Recommendation:**

LCDED recommends County Council Approve Ordinance 2019-1603.

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance 2019-1603	8/7/2019	Ordinance
Exhibit A to Ordinance 2019-1603: Special Source Revenue Credit Agreement Among Lancaster County, South Carolina And Project Grain	8/7/2019	Exhibit

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2019-1603

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND PROJECT GRAIN PROVIDING FOR, AMONG OTHER THINGS, SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

**Section 1.** Findings.

The Council finds that:

(a) Lancaster County, South Carolina (the “County”) acting by and through its County Council (the “Council”) is authorized by Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution (the “MCP Laws”) and by Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the “SSRC Law”) (collectively, the MCP Laws and SSRC Law are referred to as the “Acts”) to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of the MCP Laws makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to fees-in-lieu of *ad valorem* property taxes; and (iii) grant an annual credit against such fee-in-lieu of tax receipts in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

(b) Project Grain, a South Carolina limited liability company, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the “Company”), is considering establishing a manufacturing facility in the County and the Company anticipates the establishment of the manufacturing facility will result in an investment of approximately \$9,741,000 in personal and real property and approximately 210 new, full-time employees (the “Project”);

(c) as an inducement to the Company to locate the Project in the County and at the request of the Company, the County has agreed to offer the Company special source revenue credits, as authorized by the SSRC Law, for the benefit of the Project and enter into a Special Source Revenue Credit Agreement with the Company (the "Credit Agreement"), which further sets out the details of the special source revenue credits;

(d) the Company has caused to be prepared and presented to the Council the form of the Credit Agreement; and

(e) it appears that the Credit Agreement, which is attached to this ordinance, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

## **Section 2.      Approval of Credit Agreement.**

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to locate and maintain an industrial facility in the State, the Credit Agreement is hereby authorized, ratified, and approved.

## **Section 3.      Statutory Findings.**

Council makes the following additional findings:

(a) The County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the SSRC Law.

(b) The Project and the payments in lieu of taxes referenced herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Project, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs to the public.

## **Section 4.      Approval and Execution of Credit Agreement.**

A. The form, terms, and provisions of the Credit Agreement, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Credit Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Credit Agreement in

the name of and on behalf of the County, and thereupon to cause the Credit Agreement to be delivered to the Company. The Credit Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Credit Agreement attached to this ordinance.

B. The authority of the Council Chair and Council Secretary to execute and deliver the Credit Agreement is conditioned upon the Council of the City of Lancaster approving the provision of special source revenue credits to the Company as provided in the Credit Agreement.

**Section 5. Authority to Act.**

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Credit Agreement and the performance of all obligations of the County under and pursuant to the Credit Agreement.

**Section 6. 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 7. Controlling Provisions.**

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

**Section 8. Effective Date.**

This ordinance is effective upon Third Reading.

SIGNATURES FOLLOW ON NEXT PAGE.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading: August 12, 2019  
Second Reading: August 26, 2019  
Public Hearing: September 9, 2019  
Third Reading: September 9, 2019

**Exhibit A to Ordinance No. 2019-1603**

**Special Source Revenue Credit Agreement  
Lancaster County, South Carolina and Project Grain**

See attached.

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**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

AMONG

**LANCASTER COUNTY, SOUTH CAROLINA**

AND

**PROJECT GRAIN**

DATED  
AS OF

SEPTEMBER 9, 2019

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## SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this “**Agreement**”) is made and entered into as of September 9, 2019 (“**Effective Date**”), by and among LANCASTER COUNTY, SOUTH CAROLINA (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “**County Council**”) as governing body of the County and [Project Grain], a South Carolina limited liability company (the “**Company**”).

### RECITALS

**WHEREAS**, the County is authorized by Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution (the “**MCP Laws**”) and by Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the “**SSRC Law**”) (collectively, the MCP Laws and SSRC Law are referred to as the “**Acts**”) to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of the MCP Laws makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to fees-in-lieu of *ad valorem* property taxes; and (iii) grant an annual credit against such fee-in-lieu of tax receipts in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

**WHEREAS**, Company, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others, is considering establishing a manufacturing facility in the County and the Company anticipates the establishment of the manufacturing facility will result in an investment of approximately \$9,741,000 in personal and real property and approximately 210 new, full-time employees (the “**Project**”);

**WHEREAS**, as authorized by the MCP Laws, the County and Chester County entered into an Agreement for the Development of a Joint Industrial and Business Park, dated as of December 1, 2008 (the “**Park Agreement**”);

**WHEREAS**, the County and Chester County previously acted to include in the Park Agreement the parcel of land on which the Project will be located (Tax Map No.                     ) (the “**Land**”);

**WHEREAS**, as an inducement to the Company to locate the Project in the County and at the request of the Company, the County has agreed to offer the Company special source revenue credits, as authorized by the SSRC Law, for the benefit of the Project and enter into this Agreement with the Company which further sets out the details of the special source revenue credits;

**WHEREAS**, upon achievement thereof but no later than December 31, 2023, the Company has committed to thereafter maintain during the term of this Agreement taxable investment at the Project of not less than \$2,500,000 (“**Minimum Investment Commitment**”) and maintain at the Project no less than 10 Full-Time Jobs (as defined below) in connection with the Project.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

## **ARTICLE I**

### **RULES OF CONSTRUCTION; DEFINITIONS**

**SECTION 1.1 *Rules of Construction; Use of Defined Terms.*** Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.2 hereof are used with the meanings ascribed thereto.

#### **SECTION 1.2 *Definitions.***

“**Acts**” has the meaning set forth in the Recitals.

“**Administrative Expenses**” has the meaning set forth in Section 9.12 of this Agreement.

“**Agreement**” means this Special Source Revenue Credit Agreement dated as of September 9, 2019, among the County and the Company.

“**Company**” means Project Grain, a South Carolina limited liability company, and its successors and assigns.

“**County Council**” means the governing body of the County.

“**County**” means Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“**Documents**” means the Ordinance and this Agreement.

“**Equipment**” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other tangible personal property located on or at the Real Property to the extent such is used in the operation of the Project.

“**Event of Default**” means any Event of Default specified in Section 7.1 of this Agreement.

“**Full-Time Job**” means a full-time job (*i.e.*, at least thirty (30) hours per week) at the Project.

**“Improvements”** means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto.

**“Infrastructure Improvements”** means, in accordance with the Acts, the designing, acquiring, constructing, improving or expanding the infrastructure serving the County and for improved or unimproved real estate, buildings and structural components of buildings, including upfits. Upon the written election by the Company and written notice to the County, personal property, including the Equipment, and such other items as may be described in or permitted under Section 4-29-68 of the Acts, shall also be included.

**“Investment Period”** means the period beginning when the Company first acquires property for the Project and ending on December 31, 2023.

**“Land”** has the meaning set forth in the Recitals.

**“Minimum Investment Commitment”** has the meaning set forth in the Recitals.

**“MCP Laws”** has the meaning set forth in the Recitals.

**“Ordinance”** means Ordinance No. 2019-\_\_\_\_, enacted by the County Council on September 9, 2019, authorizing and approving this Agreement.

**“Park”** means the multi-county park jointly developed by the County and Chester County pursuant to the Park Agreement, or a successor multi-county park established pursuant to the MCP Laws.

**“Park Agreement”** has the meaning set forth in the Recitals.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Company pursuant to Section 4.1 of this Agreement.

**“Project”** has the meaning set forth in the Recitals.

**“Project Affiliate”** is any individual or entity that participates in the Project.

**“Qualified Full-Time Job”** means a full-time job (*i.e.*, at least thirty (30) hours per week) at the Project, with health care benefits, paying an hourly wage not less than the Wage Requirement. As used in this definition and as applicable to the Project, “Qualified Full-Time Job” includes only those jobs employed by the Company for the Project. “Qualified Full-Time Jobs” does not include those jobs staffed using a temporary employment agency or staffing agency.

**“Real Property”** means the Land together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto.

“**SCDOR**” means the South Carolina Department of Revenue and any successor thereto.

“**Special Source Revenue Credit**” or “**SSRC**” has the meaning set forth in Section 4.2 of this Agreement.

“**State**” means the State of South Carolina.

“**Wage Requirement**” means Fifteen Dollars (\$15.00) per hour. The hourly wage rate of fifteen dollars (\$15.00) shall be adjusted on December 31, 2024, to the lower of either sixteen dollars and eighty-eight cents (\$16.88) or the then current per capita hourly wage rate for the County as published by the SCDOR.

**SECTION 1.3 *Amended Agreements and Documents.*** Unless the context clearly indicates otherwise, any reference to any agreement or document in this Article or otherwise in this Agreement shall be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

## **ARTICLE II LIMITATION OF LIABILITY**

**SECTION 2.1 *Limitation of Liability.*** This Agreement imposes no obligation on the County for the payment of money. Any obligation which may be imposed on the County by this Agreement does not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers.

## **ARTICLE III REPRESENTATIONS AND COVENANTS**

**SECTION 3.1 *Representations of the County.*** The County represents that (i) it is a body politic and corporate and a political subdivision of the State, (ii) it is authorized by the Acts to enter into this Agreement, (iii) it has approved this Agreement in accordance with the procedural requirements of the Acts and any other applicable state law and the applicable County Council rules, and (iv) it has authorized its officials to execute and deliver this Agreement.

### **SECTION 3.2 *Covenants by the County.***

(a) The County covenants with the Company to maintain the Land in the Park for so long as the Company receives Special Source Revenue Credits pursuant to this Agreement.

(b) The County covenants with the Company to receive and administer, as grantee and in accordance with applicable law, for the benefit of the Project any monetary grant for the Project received from the State Coordinating Council on Economic Development.

**SECTION 3.3 *Representations of the Company.*** The Company represents that (i) it is a limited liability company organized, validly existing, and in good standing under the laws of

the State, (ii) it has the power to enter into this Agreement, (iii) it has by proper action approved this Agreement, and (iv) it has authorized its officials to execute and deliver this Agreement.

**SECTION 3.4 *Covenants by the Company.*** The Company covenants with the County to maintain a membership in the Lancaster County Chamber of Commerce for so long as it exists for the term of this Agreement.

## **ARTICLE IV**

### **PAYMENTS-IN-LIEU-OF-TAXES; SPECIAL SOURCE REVENUE CREDIT; TERM**

#### **SECTION 4.1 *Payments-in-Lieu-of-Taxes.***

(a) The parties acknowledge that under the MCP Laws, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to what such *ad valorem* property taxes would be if the Project were not located in the Park, less the Special Source Revenue Credits that are provided in Section 4.2. The Payments-in-Lieu-of-Taxes to be made by the Company under this Agreement shall be calculated in the same manner as *ad valorem* taxes. The collection and enforcement of the Payments-in-Lieu of Taxes shall be as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended.

(b) Further, pursuant to the Acts as existing on the date of this Agreement, if the Company has made a written election to include, as part of the Infrastructure Improvements, the Equipment, and has provided notice to the County of such election, and the Company subsequently removes or disposes of Equipment from the Project during the term of this Agreement and has claimed a Special Source Revenue Credit against its Payments-in-Lieu-of-Taxes based upon such Equipment, then the Company is required to continue to make Payments-in-Lieu-of-Taxes on the removed Equipment for the two years immediately following the year in which the Company removes the Equipment from the Project. The amount of the Payments-in-Lieu-of-Taxes due on the removed Equipment under the Acts is equal to the Payment-in-Lieu-of-Taxes due on the Equipment for the year in which the Company removes or disposes of the Equipment. If the Company replaces the Equipment with qualifying replacement property, as defined in the Acts, then the removed Equipment is deemed not to have been removed from the Project. Notwithstanding anything in this subsection to the contrary, the Company shall be required to make the Payments-in-Lieu-of-Taxes required in this subsection only if and to the extent that the Acts so require at the time that the Equipment in question is removed or disposed of.

#### **SECTION 4.2 *Special Source Revenue Credit.***

(a) *Special Source Revenue Credit #1.* Subject to the provisions of this subsection (a), the County grants to the Company a Special Source Revenue Credit (“Special Source Revenue Credit #1”) for a period of eighteen (18) years against each annual Payment-in-Lieu-of-Taxes due from the Company in the following amounts: (i) for each of the initial fifteen (15) years of the eighteen (18) year period, the Special Source Revenue Credit #1 shall equal an amount that would allow the Company’s remaining Payment-in-Lieu-of-Taxes, after deduction of Special

Source Revenue Credit #1 but before deduction of Special Source Revenue Credit #2, to be equivalent to an amount calculated using a 6% assessment ratio and a millage rate of 498.3; and (ii) for years sixteen (16), seventeen (17) and eighteen (18), the Special Source Revenue Credit #1 shall equal 10.75%, 8.6% and 3%, respectively, of the Payment-in-Lieu-of-Taxes liability calculated pursuant to Section 4.1(a) of this Agreement. Credit Period #1 shall commence with the Payment-in-Lieu-of-Taxes bill sent to the Company in the fall of 2025 with payment due on or before January 15, 2026 and the last year of Credit Period #1 shall be with the Payment-in-Lieu-of-Taxes bill sent to the Company in the fall of 2042 with payment due on or before January 15, 2043 (“Credit Period #1”). Special Source Revenue Credit #1 does not apply in any year in which the Company is using the exemption provided by Section 3(g) of Article X of the State Constitution (the five-year abatement).

(b) *Special Source Revenue Credit #2.* Subject to the provisions of this subsection (b), the County grants to the Company an additional Special Source Revenue Credit (“Special Source Revenue Credit #2”) against each annual Payment-in-Lieu-of-Taxes, for a period of fourteen (14) years, due from the Company as follows: (i) for each of the initial ten (10) years of the fourteen (14) year period, an amount equal to 50% of the annual Payment-in-Lieu-of-Taxes liability (the amount remaining after Special Source Revenue Credit #1 is applied, if applicable); and (ii) for years eleven (11), twelve (12), thirteen (13), and fourteen (14) of the fourteen (14) period, the Special Source Revenue Credit #2 will only equal 12.5%, 10%, 3.5% and 3.5%, respectively, of the remaining Payment-in-Lieu-of-Taxes liability. The period during which the County grants Special Source Revenue Credit #2 shall commence with the Payment-in-Lieu-of-Taxes bill sent to the Company in the fall of 2020 with payment due on or before January 15, 2021 and ends with the Payment-in-Lieu-of-Taxes bill sent to the Company in the fall of 2033 with payment due on or before January 15, 2034 (“Credit Period #2”). For years in which Special Source Revenue Credit #1 is applied, Special Source Revenue Credit #2 is applied after deduction of Special Source Revenue Credit #1. Special Source Revenue Credit #2 is applied only if the Company has met the Special Source Revenue Credit #2 Performance Requirement (as defined below).

(c) Notwithstanding anything in this Agreement to the contrary, the Company is entitled to an SSRC only to the extent that, as of the date that an SSRC is to be applied, the total cost of the Infrastructure Improvements is at least equal to the aggregate amount of any SSRC previously provided and the amount of the SSRC to be provided for the year in question. Upon request of the County, the Company shall provide documentation to the County reflecting the cost of the Infrastructure Improvements.

(d) For purposes of this Section 4.2 and Section 4.3, “year” means the twelve-month period January 1 through December 31.

(e) Special Source Revenue Credit #1 and Special Source Revenue Credit #2 shall collectively be referred to herein as Special Source Revenue Credits.

(f) To the extent a Project Affiliate invests in the Project, the Project Affiliate shall receive the same benefits against its Payment-in-Lieu-of-Taxes as the Company receives and subject to the same conditions and requirements.

#### **SECTION 4.3 *Performance Requirements.***

(a) The Company shall receive the Special Source Revenue Credit #1 so long as the Company meets the Minimum Investment Commitment by the end of the Investment Period (and maintains it each year thereafter) and the average number of Full-Time Jobs is not less than 10 for the preceding year, to be tested for each year of Credit Period #1 by the County Economic Development Director (the “Special Source Revenue Credit #1 Performance Requirement”). For Special Source Revenue Credit #1, the test for compliance shall be based on the average number of Full-Time Jobs for the preceding year.

(b) If the Company meets the Special Source Revenue Credit #1 Performance Requirement, then the Company shall receive Special Source Revenue Credit #2 so long as the Company satisfies the Special Source Revenue Credit #2 Performance Requirement. “Special Source Revenue Credit #2 Performance Requirement” means the creation and maintenance of the number of Qualified Full-Time Jobs at the following levels and in the designated timeframes:

(i) to have employed in Qualified Full-Time Jobs an average of not less than 0 during the year ending December 31, 2019,

(ii) to have employed in Qualified Full-Time Jobs an average of not less than 20 during the year ending December 31, 2020,

(iii) to have employed in Qualified Full-Time Jobs an average of not less than 30 during the year ending December 31, 2021,

(iv) to have employed in Qualified Full-Time Jobs an average of not less than 40 during the year ending December 31, 2022 through 2032.

(c) Company agrees to submit to the County Economic Development Director, not later than June 30 of each year, a certification on Company letterhead certifying the number of Qualified Full-Time Jobs created and maintained by the Company for each month of the preceding year.

(d) For purposes of determining compliance with the Special Source Revenue Credit #1 Performance Requirement and the Special Source Revenue Credit #2 Performance Requirement, Company agrees to provide to the County Economic Development Director, not later than June 30 of each year, a copy of all of the following Company’s filings with the State (if required to be filed with the State) for the preceding calendar year: (i) reports submitted to the South Carolina Coordinating Council for Economic Development with respect to any Job Development Credits awarded in connection with the Project, (ii) Department of Revenue Form SC SCH. TC 4 (New Jobs Credit), and (iii) South Carolina Department of Employment and Workforce quarterly contribution and wage reports (such as Form UCE 120). Company agrees

to redact any personally identifying information and proprietary and confidential information prior to submitting any form to the County Economic Development Director. In lieu of providing any of the forms specifically identified in this subsection, Company and the County Economic Development Director may agree on an alternative method for the Company to demonstrate compliance with the Special Source Revenue Credit #1 Performance Requirement and the Special Source Revenue Credit #2 Performance Requirement.

(e) *Special Source Revenue Credit #1 Penalty.* Both the Special Source Revenue Credit #1 Performance Requirement and the Special Source Revenue Credit #2 Performance Requirement shall be tested as set forth herein by the County Economic Development Director. If the Special Source Revenue Credit #1 Performance Requirement is not satisfied during any applicable property tax year, the Company shall not be entitled to any Special Source Revenue Credit #1 and any Special Source Revenue Credit #2 (except during the term of the Investment Period) otherwise due and shall be required to pay a Payment-in-Lieu-of-Taxes computed in accordance with Section 4.1(a) of this Agreement but without any Special Source Revenue Credit, *provided, however*, the Payment-in-Lieu-of-Taxes shall be computed with regard to any applicable property tax exemptions.

(f) *Special Source Revenue Credit #2 Penalty.* The Special Source Revenue Credit #2 Performance Requirement shall be tested annually as set forth herein by the County Economic Development Director. If the Special Source Revenue Credit #2 Performance Requirement is not satisfied during any applicable year, the amount of Special Source Revenue Credit #2 to which the Company is entitled shall be subject to a pro-rata reduction, to be calculated in accordance with the following:

**Special Source Revenue Credit #2 Amount = 50% x Special Source Revenue Credit #2 Achievement Percentage**

**Special Source Revenue Credit #2 Achievement Percentage = Actual Qualified Full-Time Jobs Created (per Section 4.3(b)) / Special Source Revenue Credit #2 Performance Requirement**

*For example, and by way of example only, if 20 Qualified Full-Time Jobs had been achieved during a certain year, and the requirement was 30, the reduction in Special Source Revenue Credits would be calculated as follows:*

$$\text{Special Source Revenue Credit \#2 Achievement Percentage} = 20/30 = 66.67\%$$

$$\text{Special Source Revenue Credit \#2 Amount} = 50\% \times 66.67\% = 33.33\%$$

Unless otherwise provided in this Agreement, the Company's failure to satisfy the Minimum Investment Commitment, the Special Source Revenue Credit #1 Performance Requirement, or the Special Source Revenue Credit #2 Performance Requirement in any applicable year shall not affect the Company's right to receive the Special Source Revenue Credit #1 or Special Source Revenue Credit #2 for any subsequent tax year.

(g) Notwithstanding any other provision of this Agreement, Company acknowledges and agrees that County's obligation to provide the Special Source Revenue Credits set forth herein shall end, and this Agreement shall be terminated, if the Company ceases operations. For purposes of this Section 4.3(g), "cease operations" means permanent closure of the facility. Company agrees that if this Agreement is terminated pursuant to this Section 4.3(g), that under no circumstance shall the County be required to refund or pay any monies to Company.

(h) In the determination of the Company's compliance with any investment and job creation requirements set forth in this Agreement, the County shall take into account the investments made and the jobs created by any Project Affiliate and consider same as if such investment made and jobs created were that of the Company.

**SECTION 4.4 *Term.*** Except for those provisions which are intended to survive termination of this Agreement, the term of this Agreement shall be from the Effective Date until the last day of the year in which the Company is eligible for the Special Source Revenue Credits provided in Section 4.2 of this Agreement unless earlier terminated pursuant to Section 4.3(g) hereof or pursuant to the exercise by the Company of its option to terminate pursuant to Section 8.1 hereof.

## **ARTICLE V EFFECTIVE DATE**

**SECTION 5.1 *Effective Date.*** This Agreement is effective as of the Effective Date.

## **ARTICLE VI SPECIAL COVENANTS**

**SECTION 6.1 *Confidential Information.***

(a) The Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by the Company to protect the Company's confidentiality and proprietary rights, including but not limited to, requiring the County to enter into certain non-disclosure agreements, mutually satisfactory to the parties to this Agreement.

(b) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential,

and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

#### **SECTION 6.2 *Indemnification Covenants.***

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim. The provisions of this Section 6.2 shall survive any termination of this Agreement.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

**SECTION 6.3 *Assignment.*** With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Agreement may be transferred or assigned by the Company or any assignee to any other entity, without the termination of the benefits provided in this Agreement. The County hereby expressly consents to any such transfer or assignment by the Company to any Company affiliate. The County agrees that the County Council can provide any required consent by a resolution of County Council.

## ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

**SECTION 7.1 *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an “Event of Default” under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; *provided, that*, if, by reason of “*force majeure*”, as hereinafter defined, the Company is unable in whole or in part to carry out any such covenant, condition, or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event of Default during such inability. The term “*force majeure*” as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

**SECTION 7.2 *Default by the Company.*** Whenever any Event of Default by the Company shall have happened and be subsisting, the County may terminate this Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. As set forth in Section 8.1 hereof, the Company may terminate this Agreement at any time upon providing 30 days’ notice to the County, without regard to any Event of Default. Although the parties acknowledge that the Project is exempt from *ad valorem* taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, enforce the collection of the Payments-in-Lieu of Taxes as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended, and exercise the remedies provided by general law (Title 12, Chapter 49) and the laws relating to the enforced collection of taxes, and shall have a first priority lien status as provided in the Acts and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended.

**SECTION 7.3 *Default by County.*** Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as

may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

**SECTION 7.4 *No Remedy Exclusive.*** No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**SECTION 7.5 *No Additional Waiver Implied by One Waiver.*** In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## **ARTICLE VIII COMPANY OPTION TO TERMINATE**

**SECTION 8.1 *Company Option to Terminate.*** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days' notice, the Company may terminate this Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Agreement, the Company will become liable, prospectively but not retroactively, for Payments-in-Lieu-of-Taxes computed in accordance with Section 4.1(a) of this Agreement but without any Special Source Revenue Credits, *provided, however*, the Payments-in-Lieu-of-Taxes shall be computed with regard to any applicable property tax exemptions on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 4.1. The Company agrees that if this Agreement is terminated pursuant to this Section 8.1, that under no circumstance shall the County be required to refund or pay any monies to the Company.

## **ARTICLE IX MISCELLANEOUS**

**SECTION 9.1 *Notices.*** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 9.1:

If to the Company:

[Project Grain]

Attn:

Street  
Lancaster, SC  
Telephone:  
Facsimile:  
Email:

With a copy to:

Parker Poe Adams & Bernstein LLP  
Attn: Sam Moses  
1221 Main Street, Suite 1100  
Columbia, South Carolina 29201

To the County:

County of Lancaster, South Carolina  
ATTN: Steve Willis, County Administrator  
101 N. Main St. (29720)  
P.O. Box 1809 (29721-1809)  
Lancaster, South Carolina  
Phone: (803) 416-9300  
Email: [swillis@lancastercountysc.net](mailto:swillis@lancastercountysc.net)

With a copy to (which shall not constitute notice):

Mr. Jamie Gilbert  
Economic Development Director, Lancaster County  
P.O. Box 1809  
Lancaster, South Carolina 29721-1809  
Telephone: (803) 286-3633  
Fax: (803) 416-9497  
Email: [jgilbert@lancastercountysc.net](mailto:jgilbert@lancastercountysc.net)

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three (3) business days after delivery to the U.S. Postal authorities by the party serving notice.

**SECTION 9.2 *Binding Effect.*** This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 9.3 *Rescission and Severability.*** In the event that the Acts or the Special Source Revenue Credit arrangement described in Article IV hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this Agreement shall be held invalid or

unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Agreement, unless that decision destroys the basis for the transaction, in which event, at the expense and sole discretion of the Company, the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Agreement under any then applicable law.

**SECTION 9.4 *Fiscal Year.*** If the Company's fiscal year changes in the future, the timing of the requirements set forth in this Agreement shall, as appropriate and as needed, be automatically revised accordingly, to the extent allowed by law.

**SECTION 9.5 *Amendments, Changes and Modifications.*** Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any County consent, including specifically and without limitation any County consent referred to in this Agreement, may be provided by a resolution of County Council.

**SECTION 9.6 *Execution of Counterparts.*** This Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

**SECTION 9.7 *Law Governing Construction of Agreement.*** The laws of South Carolina shall govern the construction of this Agreement.

**SECTION 9.8 *Filings.*** The Company shall cause a copy of this Agreement to be filed with the County Auditor and the County Assessor within thirty (30) days after the date of execution and delivery hereof.

**SECTION 9.9 *Filing of Reports and Certifications.*** Each year during the term of this Agreement, the Company shall deliver to the County Auditor, the County Assessor, the County Treasurer, and the County Economic Development Director a copy of its most recent annual filings with the SCDOR with respect to the Project, not later than the later of June 30 or 30 days following delivery thereof to the SCDOR.

**SECTION 9.10 *Headings.*** The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**SECTION 9.11 *Further Assurance.*** From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Agreement.

**SECTION 9.12 *Administrative Expenses*** (a) Company agrees to reimburse the County from time to time for its Administrative Expenses actually incurred in connection with the Project promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses. The Company and the County agree that the Administrative Expenses shall not exceed \$8,000 in the aggregate. As used in this

section, “Administrative Expenses” means the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of any related multi-county park documents, (iii) the preparation, review, approval and execution of other documents related to the Agreement and multi-county park documents, and (iv) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

(b) In addition to the reimbursement of Administrative Expenses as provided in subsection (a) of this section, the Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Payments-in-Lieu-of-Taxes and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at five hundred dollars (\$500.00).

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, and [PROJECT GRAIN], pursuant to due authority, have duly executed this Special Source Revenue Credit Agreement, all as of the Effective Date.

**LANCASTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

[PROJECT GRAIN]

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

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

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

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/Administration and Cathy McDaniel/Procurement

Department: Administration

Date Requested to be on Agenda: 8/12/2019

**Issue for Consideration:**

This information is provided to Council as an update regarding the County's ongoing projects.

**Points to Consider:**

N/A

**Funding and Liability Factors:**

The funding and liability factors are different for each project.

**Council Options:**

N/A

**Recommendation:**

N/A

**ATTACHMENTS:**

Description	Upload Date	Type
New Construction Project Status Update - July 30, 2019	8/1/2019	Backup Material
Renovation Project Overview - July 2019	8/1/2019	Backup Material

## New Construction Project Status Update – July 30, 2019

### 1.) Animal Shelter:

Site grading is continuing at this point. It is still moving toward Late August completion. The rock removal for the detention ponds is progressing. The location of the pond was slightly shifted to reduce the amount of rock removal necessary. This will not affect the layout of the facility. Under slab plumbing installation has started. Building B under slab plumbing has been completed and inspected. Structural Column concrete footings have been poured. The slab on grade forms installation has started. The contractor believes he will make up the time lost earlier on when rock was discovered.

### 2.) Fleet Maintenance Garage:

Pond & Co. Architects are working on revising the check point cost estimate. The initial estimate was priced above the original construction cost budget of \$2.75 million. Pond Architects expects to have the revised estimate and set up a meeting/call to review sometime this week. May be necessary to revise the design if we can't get the pricing within the budget received from council.

### 3.) EMS Substation 4/9-Old Bailes Road

Project Bidding has been completed and informally selected the low bidder. The Zoning Permit have already been issued. We are awaiting final permit from Building and Codes. Waiting to confirm there are no major changes requested from building and codes before the contract is executed.

### 4.) EMS HQ:

Project architect, has been notified that EMS HQ project is to be re-evaluated under a budgetary constraint of \$1million. TRC submittal and permitting to be applied for in preparation of market place bid. Project floor plan to be divided into competent alternates so as to create viable options for cost transparency and enhanced cost control measures. The project was place on a brief hold, during that time the architect working on the project left the firm (Mosely Arch). A new architect was recently placed in charge of this project. Now the project is being restarted so it can be re-evaluated to meet budgetary constraints.

## Renovation Project Overview – July 2019

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### 1.) Public Library System:

Renovation pre-bid meeting held on July 24<sup>th</sup> and bid opening to be conducted on August 8<sup>th</sup>. Pre-bid for Hazardous Materials Abatement was held on July 30<sup>th</sup> with bid opening to be held on August 8<sup>th</sup>. Hazardous materials testing completed at Wells Fargo Building on July 24<sup>th</sup>. Results are pending. Overall construction schedule for all three (3) branches estimated at fifteen (15) months. Additionally, Library staff has completed efforts to relocate limited operations to Barnett Building during Main Branch renovations. Temporary location will open August 5<sup>th</sup>.

### 2.) Barnett Medical Building:

Renovation construction bid opening was held on July 23<sup>rd</sup>. Project was awarded to Perception Builders based on lowest bid. Protest period expires on August 5<sup>th</sup> with construction commencing immediately thereafter. DHEC generator installation complete. Elevator inspections have been completed and new placard reflecting updated ownership is being sent from LLR. HVAC units for the suites utilized by IT and temporary Library operations are installed and operable. Overall, January 1<sup>st</sup>, 2020 target date move-in for Voter Registration and DHEC is still on schedule as achievable. Full Barnett Building project task list & scheduled outline also available upon request.

### 3.) Human Services Complex

Meetings have been conducted with DSS and DHHS staff to get an overview of each department's needs concerning renovations at the existing Human Services Complex. It is the intent of the County to give DSS a larger space and move DHHS to the building. Grazier Rae is working on a grant to fund a portion of the project. We are working with the architect to include the required draft floor plan with the letter of intent that is due August 9<sup>th</sup>.

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/Administration

Department: Administration

Date Requested to be on Agenda: 8/12/2019

**Issue for Consideration:**

This item was referred to the Administration Committee at the previous meeting.

**Points to Consider:**

The chart has received a minor adjustment and now comes before Council for approval.

I would note that the Divisions actually overseen by Deputy Administrator Alexander at this point will be Development Services, which is taking a tremendous amount of time and resources, as well as General Services.

Once we have a Development Services Director in place, Alison and I plan to rotate the Divisions she has direct oversight of so that she will learn about all of our departments over the next few years.

**Funding and Liability Factors:**

N/A

**Council Options:**

Approve the chart or return for further study.

**Recommendation:**

Both from the Administration Committee and myself, approve the chart.

**ATTACHMENTS:**

Description

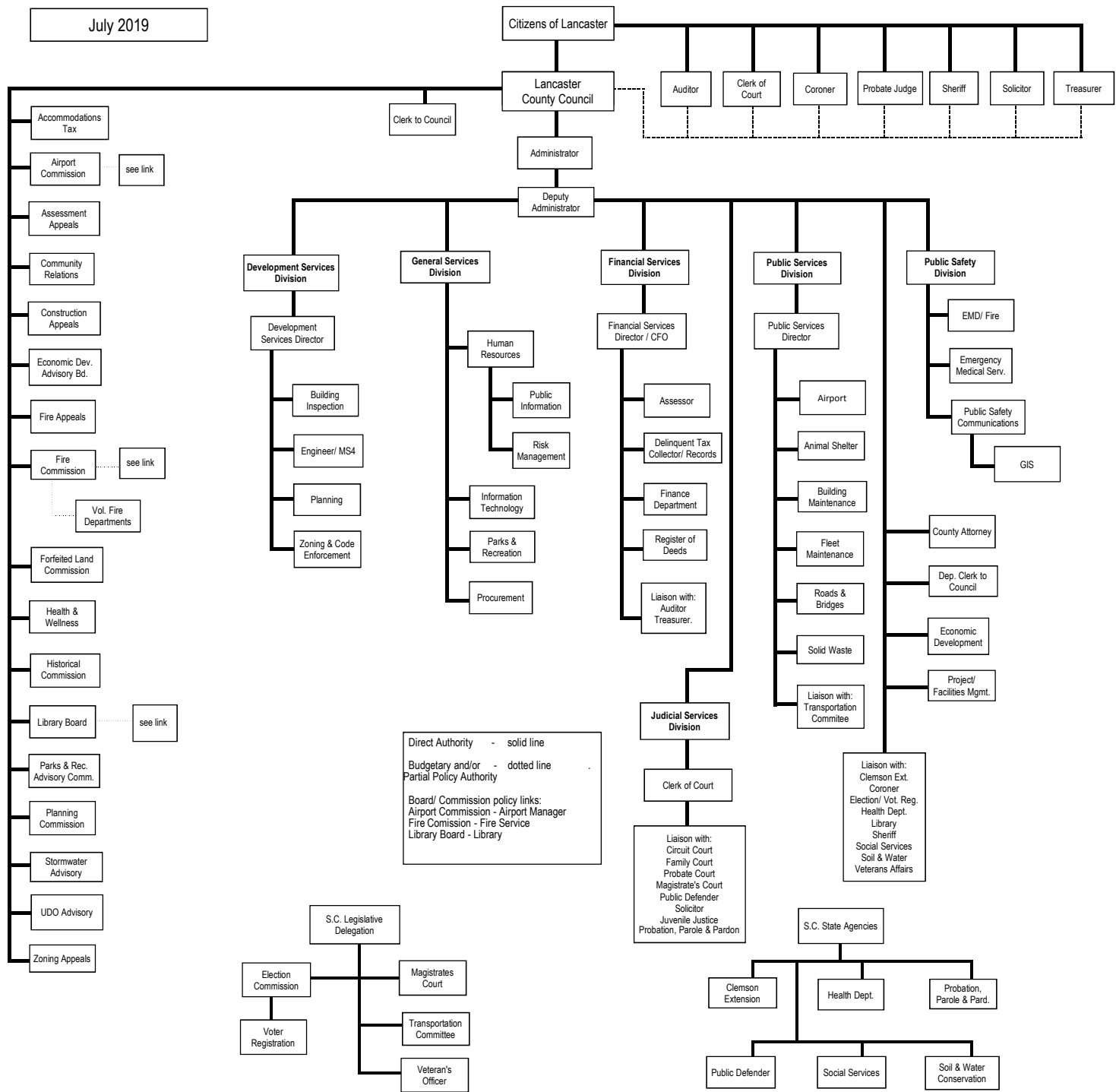
Revised Organizational Chart

Upload Date

7/29/2019

Type

Exhibit



## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: Administration

Date Requested to be on Agenda: 8/12/2019

**Issue for Consideration:**

At the July 15, 2019 Council meeting, Chairman Steve Harper requested that during the next Council meeting a discussion be held regarding the formation of a standing sub-committee that would be responsible for review of new development agreements and would make recommendations to Council regarding those agreements.

**Points to Consider:**

Whether to form a new sub-committee or use an existing committee for review of new development agreements and if a new committee is established, who should serve on the committee.

**Funding and Liability Factors:**

N/A

**Council Options:**

Establish a new sub-committee or use an existing committee for review of new development agreements.

**Recommendation:**

N/A

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 8/12/2019

**Issue for Consideration:**

The Health and Wellness Commission has nominated Laura M. Loughry to serve as the School Health Representative on their Commission. If appointed, she will be filling her 1st term on the Commission and her term will expire on 06/30/2023.

**Points to Consider:**

Laura M. Loughry's application is attached for Council's review and consideration.

**Funding and Liability Factors:**

N/A

**Council Options:**

Council can approve or deny the appointment.

**Recommendation:**

Approve the appointment.

**ATTACHMENTS:**

Description	Upload Date	Type
Application from Laura M. Loughry for the Health and Wellness Commission	7/30/2019	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS  
APPLICATION FOR SERVICE



Name Laura M. Loughry County Council District \_\_\_\_\_

Mailing Address \_\_\_\_\_ City/Zip Indian Land / 29707

Street Address \_\_\_\_\_ Registered Voter yes X no \_\_\_\_\_

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: Laura.Loughry@lcsdmail.net

Occupation School Counselor Place of employment LCSd/ Harnsburg Elem.

Address 10251 Harnsburg Rd., Indian Land Normal working hours 6:30am-4pm  
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Health & Wellness 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

Reason for interest

To promote The health & wellness initiatives in our community.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

I have worked for the school district for 11 years and I have served as a high school coach for 6 years. I recently earned my Master of Education degree from Liberty University.

Do you presently serve any State, County or Municipal Boards? No If yes, list \_\_\_\_\_

Have you ever served on a county board? No If yes, list \_\_\_\_\_

Additional pertinent information

Applicant's signature Laura M. Loughry Date 07-11-19  
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721  
Form Revised 1-20-17

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Brian Carnes/Councilman, District 7

Department: Administration

Date Requested to be on Agenda: 8/12/2019

**Issue for Consideration:**

Brian Carnes has nominated Brian Endres to serve on the Pleasant Valley Fire Fee Board. If reappointed, he will be serving his 3rd term on the Board and his term will expire on 06/30/2023.

Brian Carnes has nominated Rick Vander Kaay to serve on the Pleasant Vally Fire Fee Board. If reappointed, he will be serving his 2nd term on the Board and his term will expire on 06/30/2023.

**Points to Consider:**

Brian Endres and Rick Vander Kaay's applications are attached for Council's review and consideration.

**Funding and Liability Factors:**

N/A

**Council Options:**

Council can approve or deny the appointments.

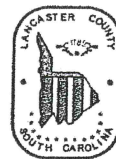
**Recommendation:**

Approve the appointments.

**ATTACHMENTS:**

Description	Upload Date	Type
Application from Brian Endres for the Pleasant Valley Fire Fee Board	7/30/2019	Backup Material
Application from Rick Vander Kaay for the Pleasant Valley Fire Fee Board	7/30/2019	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS  
APPLICATION FOR SERVICE



Name Brian Endres County Council District 7

Mailing Address \_\_\_\_\_ City/Zip Indian Land 29707

Street Address \_\_\_\_\_ Registered Voter yes ☒ no ☐

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: bdendres@msn.com

Occupation Loan Officer Place of employment CBC National Bank

Address 11440 Carmel Commons Blvd, Charlotte, NC 28226 Normal working hours 8-5  
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice PVFD FEE Board 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

Reason for interest

Current member up for renewal

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

Do you presently serve any State, County or Municipal Boards? NO If yes, list \_\_\_\_\_

Have you ever served on a county board? YES If yes, list PVFD FEE Board

Additional pertinent information

Applicant's signature [Signature] Date 7-12-19  
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721  
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS  
APPLICATION FOR SERVICE



Name Rick Vander Kaay County Council District - District 7, Carnes

Mailing Address: \_\_\_\_\_ City/Zip Indian Land, 29707

Street Address \_\_\_\_\_ Registered Voter yes X no \_\_\_\_\_

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: \_\_\_\_\_

Occupation Sales Rep Place of employment Self employed, Vander Kaay and Associates, LLC

Address \_\_\_\_\_ Normal working hours 40  
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Pleasant Valley Fee Board 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

Reason for interest: Already on board

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

Already board member, past experience as HOA President, ARC Committee Chair

Do you presently serve any State, County or Municipal Boards? Yes If yes, list Pleasant Valley Fee Board

Have you ever served on a county board? Yes If yes, list same as above

Additional pertinent information

Applicant's signature \_\_\_\_\_ Date \_\_\_\_\_

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721  
Form Revised 1-20-17

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Charlene McGriff/Council Member for District 2

Department: Administration

Date Requested to be on Agenda: 8/12/2019

**Issue for Consideration:**

Charlene McGriff has nominated Erick Crawford to be reappointed to the Library Board. If reappointed, Erick Crawford will be serving his 4th term on the Board and his term will expire on 06/30/2023.

Charlene McGriff has nominated Kenneth S. Harrison to fill an unexpired term on the Airport Commission. Sam Rinard resigned from the Airport Commission and Mr. Harrison would be filling the remainder of his term, which would end on 06/30/2023.

**Points to Consider:**

Erick Crawford's and Kenneth S. Harrison's applications are attached for Council's review and consideration.

**Funding and Liability Factors:**

N/A

**Council Options:**

Council can approve or deny the appointments.

**Recommendation:**

Approve the appointments.

**ATTACHMENTS:**

Description	Upload Date	Type
Application from Erick Crawford for the Library Board	7/30/2019	Backup Material
Application from Kenneth S. Harrison for the Airport Commission	8/1/2019	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS  
APPLICATION FOR SERVICE



Name Erick Crawford County Council District \_\_\_\_\_

Mailing Address \_\_\_\_\_ City/Zip Lancaster, SC

Street Address \_\_\_\_\_ Registered Voter yes ☒ no ☐

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: erickcfh@yahoo.com

Occupation Funeral Director Place of employment Crawford Funeral Home

Address \_\_\_\_\_ Normal working hours \_\_\_\_\_  
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Library 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

Reason for interest

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

Do you presently serve any State, County or Municipal Boards? \_\_\_\_\_ If yes, list \_\_\_\_\_

Have you ever served on a county board? \_\_\_\_\_ If yes, list \_\_\_\_\_

Additional pertinent information

Applicant's signature Erick Crawford Date 7/31/19  
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721  
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS  
APPLICATION FOR SERVICE



Name KENNETH S HARRISON County Council District \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City/Zip LANCASTER 29720  
Street Address \_\_\_\_\_ Registered Voter yes ☒ no \_\_\_\_\_  
Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_  
Email: HARRISONSKEN@GMAIL.COM  
Occupation PRODUCTION/MANAGER Place of employment MH HOMES  
Address \_\_\_\_\_ LANCASTER, SC Normal working hours 7-5  
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice AIRPORT COMMISSION 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

Reason for interest

DESIRE TO SERVE THIS COMMUNITY AND INCREASE  
AWARENESS AND PARTICIPATION IN GENERAL AVIATION

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

I BELIEVE I AM QUALIFIED BECAUSE OF A LIFELONG LOVE OF  
AVIATION. I AM A PRIVATE PILOT, HAVE OWNED AND FLOWN AIRCRAFT  
OUT OF LKR FOR THREE DECADES. I AM A VOL. FIREFIGHTER W/ GOOCHES  
BASIC EMT, HOME INSPECTOR. ENJOY BUILDING AIRCRAFT & MAINTAINING THEM.  
Do you presently serve any State, County or Municipal Boards? NO If yes, list \_\_\_\_\_

Have you ever served on a county board? NO If yes, list \_\_\_\_\_

Additional pertinent information

Applicant's signature KSH Date 6/12/2019  
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721  
Form Revised 1-20-17

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Allen Blackmon/Council Member for District 6

Department: Administration

Date Requested to be on Agenda: 8/12/2019

**Issue for Consideration:**

Allen Blackmon has nominated Donald T. Faile to be reappointed to serve on the Airport Commission. If reappointed, he will be serving his 4th term on the Commission and his new term will expire on 06/30/2023.

**Points to Consider:**

Donald T. Faile's application is attached for Council's review and consideration.

**Funding and Liability Factors:**

N/A

**Council Options:**

Council can approve or deny the appointment.

**Recommendation:**

Approve the appointment.

**ATTACHMENTS:**

Description	Upload Date	Type
Application from Donald T. Faile for the Airport Commission	8/1/2019	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS  
APPLICATION FOR SERVICE



Name DONALD T. FAILE County Council District 6

Mailing Address \_\_\_\_\_ City/Zip Kershaw, S.C.

Street Address \_\_\_\_\_ Registered Voter yes no

Tel. Number (home) \_\_\_\_\_ (work) Retired (other) \_\_\_\_\_

Email: \_\_\_\_\_

Occupation Retired Place of employment \_\_\_\_\_

Address \_\_\_\_\_ Normal working hours \_\_\_\_\_  
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice AIRPORT Comm 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

Reason for interest

To Serve

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

College Degree  
PRIVATE PILOT

Do you presently serve any State, County or Municipal Boards? Yes If yes, list FORESTER Comm.

Have you ever served on a county board? Yes If yes, list AIRPORT Comm.

Additional pertinent information

Applicant's signature Donald T. Faile Date July 31, 2019  
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/Administration

Department: Administration

Date Requested to be on Agenda: 8/12/2019

**Issue for Consideration:**

The County received the following e-mail regarding services from Charter Communications:

Charter Communications (“Charter”), locally known as Spectrum, previously made its customers aware that on or around May 24, 2019, Olympusat ceased transmission of its Hillsong Channel located on the Spectrum channel lineup serving your community. This letter will serve as notice that on or around July 12, 2019, Olympusat is replacing its Hillsong Channel with Upliftv located on the Spectrum channel lineup serving your community.

To view a current channel lineup, visit [www.spectrum.com/channels](http://www.spectrum.com/channels) .

**Points to Consider:**

This information is provided for information only. Please contact Charter Communications with any questions or concerns.

**Funding and Liability Factors:**

N/A

**Council Options:**

This item is for information only.

**Recommendation:**

This item is for information only.