

**Planning Commission Members**

District 1: Alan Patterson  
District 2: T. Yokima Cureton  
District 3: Charles Deese, Chair  
District 4: Judianna Tinklenberg  
District 5: James Barnett, Vice-Chair  
District 6: Sheila Hinson  
District 7: Ben Levine

**County Attorney**

Ginny L. Merck-Dupont

**Clerk to Planning Commission**

Jennifer Bryan

**Development Services Director**

Allison Hardin

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**March 7, 2024**

**5:00 PM**

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

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**LANCASTER COUNTY PLANNING COMMISSION  
Council Chambers, Lancaster County Administration  
Building, 101 N. Main Street**

**WORKSHOP AGENDA**

**1. Call to Order Regular Meeting and Roll Call Vote**

**2. New Business**

**a. TA-2024-0162 Non-Metallic Mineral Manufacture-Conditional Use**

Application at direction of Council, to change the newly approved Use at UDO 5.9.17 "Non-metallic Mineral Manufacture" from a "Permitted with Review" use per Use Table 2.5, to a Conditional Use.

**b. TA-2024-0344 Sec 7.2.4.D Satellite Parking**

Application the request of Council to amend the Unified Development Ordinance at Sec. 7.2 Parking and Driveways, to refine regulations for satellite Parking.

**c. RZ-2023-2099 Lynwood Subdivision**

Application by Franklin Craig on behalf of Upstate Palmetto Holdings LLC and B&C Land Holdings LLC, to rezone 124.2 acres comprising two parcels at and adjacent to # 2417 & #2421 Lynwood Drive, Lancaster (TM#s 0102-00-017.03 & p/o 0102-00-017.00) from Low Density Residential (LDR) to Medium Density Residential (MDR) District, in order to develop a single-family residential subdivision of 303 lots. The total project acreage is 129.5 acres.

**d. RZ-2024-0236 Wellspring**

Application by Mark Boyce on behalf of Wellspring Carolina Investments to rezone 53.72 acres on South Potter Road (TM # 0088-00-017.00) from Rural Neighborhood (RN) to Medium Density Residential (MDR) district, to allow development as a single family residential subdivision.

**e. RZ-2024-0269 Anderson**

Application by Judy Anderson to rezone a parcel of .50 acres located at 126 Dogwood Trail Lane, Indian Land (TM#0013-00-080.02) from Medium Density Residential (MDR) to Neighborhood Business (NB) district, to allow property to be conjoined with existing business at 8143 Charlotte Highway.

**f.** NRN-2023-2146 Elite Avenue

Application by G. Kesineni for Building Bricks LLC to name a private driveway located off Lenger's Way behind KFC at 9615 Charlotte Highway (0008-00-026.00), adjacent to the parcel owned by Building Bricks LLC (0008-00-061.03), to allow E911 addresses to be assigned to proposed buildings on the Building Bricks property.

**g.** NRN-2024-0405 Group Submittal: Civil Plans & Preliminary Plats

Group submittal of road names submitted as part of Preliminary Plat and Site Plan process.

**h.** Other

**3. Adjourn**

## Agenda Item Summary

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Ordinance # / Resolution #: TA-2024-0162 Asphalt Conditional Use

Contact Person / Sponsor: A. Hardin

Department: Planning

Date Requested to be on Agenda: 3/7/2024

**Points to Consider:**

Council will discuss the Text Amendment again at the March 13 C.O.W., and will develop additional conditions. The amendment with new conditions will return to Planning Commission on the March 19 agenda.

**ATTACHMENTS:**

Description	Upload Date	Type
Application	2/5/2024	Exhibit
Exhibit 2: Proposed Change	2/13/2024	Exhibit



**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 UDO Sec 2.5 & Sec. 5.9

Current Text \_\_\_\_\_

See attached text "Exhibit 1"

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Proposed Text \_\_\_\_\_

See attached text "Exhibit 2"

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Description of Need for Proposed Text \_\_\_\_\_

At direction of County Council, to establish newly adopted HI use

"Non-Metallic Mineral Manufactuer" as a Conditional Use

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☒ Additional pages attached for more information

**CONTACT INFORMATION**

Applicant Name \_\_\_\_\_

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.

Applicant

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 \_\_\_\_\_

## SCHEDULE/PROCESS

### 1. Submit Application

- The deadline for this application is at least 45 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.
- Text Amendment Application Fee - \$435.00

### 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

# PROPOSED AMENDMENT

## CHAPTER 5 USE REGULATIONS, SECTION 5.9 INDUSTRY/WHOLESALE/STORAGE USES

[Text of 5.9.17 approved in Ordinance 2023-1879]

### **5.9.17 Nonmetallic Mineral Product Manufacturing [HI]**

- A. Permitted Industrial and Manufacturing Activities: Nonmetallic Mineral Product Manufacturing as described in the North American Industry Classification System (NAICS) group 3200. This land use activity includes facilities that engage in the recycling, storage, processing, resale, or reuse of recovered materials and are not classified as a Class III Landfill.
- B. Permitted Location and Size
  - 1. Such uses shall be exclusively located in the HI zoning district.
  - 2. Such uses shall be sited on a parcel(s) of not less than 6 acres.
- C. Separation Requirements
  - 1. A nonmetallic mineral product manufacturing use shall be located at least 500 feet from: Any lots located in the LDR, MDR, HDR, MH, RMX, MX, IMX, BP, and INS zoning districts; and
  - 2. A nonmetallic mineral product manufacturing use shall be located at least 500 feet from any lots containing residential dwelling units, schools, day care centers, religious facilities, public parks, and designated historic districts and landmarks, whether or not such lots are located in the incorporated or unincorporated area of Lancaster County.
- D. Required Setbacks

All elements of the nonmetallic mineral product manufacturing facility, including structures, buildings, equipment, parking areas, and access roads, shall be located at least 75 feet from all property lines; except that access roads may cross the 75- foot setback area and utilities may be located within the 75-foot setback area.
- E. Screening

A minimum 8ft. tall opaque buffer of no less than 50ft in width consisting of 18 trees and 36 shrubs per 100 linear feet will be placed between adjoining properties. Buffer can be placed within required setbacks.
- F. Vehicular Access

Vehicular access to the site of all nonmetallic mineral product manufacturing uses shall be located on an arterial or major collector road, or on a road improved to necessary industrial capacity as determined by the Administrator.

G. Dust Reduction Measures

Nonmetallic mineral product manufacturing facilities shall employ dust reduction measures to minimize on-site and off-site dust nuisance generated by the manufacturing use. These measures may include but are not limited to: (A) Utilization of stabilized roadways within the site; (B) On-site speed limits to minimize disturbance; and (C) Application of water and other dust palliatives.

H. Outdoor Storage

1. All materials stored outdoors must follow the separation requirements in Section C of this ordinance.
2. All materials must be contained within a defined area or structure and shall not be allowed to spill out into adjacent areas or the separation buffers.
3. All materials shall be stored and maintained so as to not create environmental hazards that may pose a threat to ground or surface water quality, air quality, wildlife, and/or humans.

**CHAPTER 2, SECTION 2.5.3.D H USE TABLE - ~~COMMERCIAL/ENTERTAIN~~ INDUSTRY/WHOLESALE/STORAGE –**  
change “Nonmetallic Mineral Product Manufacturing” from a Use Permitted with Review (PR) in HI zones, to a **Conditional Use** permitted in HI zones.

## Agenda Item Summary

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Ordinance # / Resolution #: TA-2024-0344 Sec 7.2.4.D Satellite Parking

Contact Person / Sponsor: A. Hardin

Department: Planning

Date Requested to be on Agenda: 3/7/2024

**Points to Consider:**

Revised text will be attached to the 3/19/2024 agenda published 3/12/2024

**ATTACHMENTS:**

Description	Upload Date	Type
Application	3/6/2024	Exhibit
Attachment 1 Existing Text	3/6/2024	Exhibit



**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)

**TEXT AMENDMENT APPLICATION**

**SUBMITTAL REQUIREMENTS**

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

**GENERAL INFORMATION**

UDO Section(s) Proposed to be Amended Sec 7.2.4.D Satellite Parking

Current Text \_\_\_\_\_

See attachment 1

Proposed Text See attachment 2

Description of Need for Proposed Text \_\_\_\_\_

At the request of County Council to resolve  
issues raised by local businesses.

☒ Additional pages attached for more information

**CONTACT INFORMATION**

Applicant Name Allison Hardin / LC Planning Department

Address 101 N. Main Street

City Lancaster State SC Zip 29720 Phone 803-285-6005

Fax \_\_\_\_\_ Email ahardin@lancastersc.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.



Albin Hall

Applicant

3/6/24

Date

Lancaster County Administration

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 \_\_\_\_\_

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## SCHEDULE/PROCESS

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- 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.
- Text Amendment Application Fee - \$435.00

### 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

#### **D. SATELLITE PARKING**

- 1. Proximity to Use:** If the off-street parking spaces required by this section cannot be reasonably provided on the same lot as the principal use, such spaces may be provided in a satellite parking area on any land within 600 feet of any public entrance to the principal use.
- 2. Shared Satellite Parking:** Upon approval by the Administrator, satellite parking facilities may be shared by two or more uses which do not share normal operating hours.
- 3. Parking for Permitted Uses Only:** If a satellite parking area is utilized to fulfill parking requirements, the owner or authorized agent for the land upon which such remote parking is located shall restrict the use of such parking area for parking only in connection with the use or structure for which such remote parking is provided. Such restriction shall be recorded by a declaration of restrictions properly filed with the Register of Deeds of Lancaster County, which may be released only by written consent of the County. Remote parking for a particular use shall not be established in any district that does not allow that use.

## Agenda Item Summary

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Ordinance # / Resolution #: RZ-2023-2099 Lynwood Subdivision

Contact Person / Sponsor: M. Blaszyk

Department: Planning

Date Requested to be on Agenda: 3/7/2024

### **Points to Consider:**

### **ATTACHMENTS:**

Description	Upload Date	Type
Application	3/6/2024	Exhibit
Location Map	3/6/2024	Exhibit
Sketch Plan	3/6/2024	Exhibit
Sketch Plan Review Comments TRC	3/6/2024	Exhibit





**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

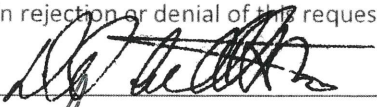
**GENERAL INFORMATION**

Property Address 2424 Lynwood Drive  
City Lancaster State SC Zip 29720 Tax Parcel ID 0102-00-017.00 (PORTION OF)  
Current Zoning LDR Current Use Vacant  
Proposed Zoning MDR Total Acres 124.20 AC  
Project Description 303 Lots Single Family Homes, Roads, Open Space  
  
  
  
Surrounding Property Description Single family Homes


**CONTACT INFORMATION**

Applicant Name Upstate Palmetto Holdings LLC  
Address 2627 Brekonridge Centre Drive  
City Monroe State NC Zip 28110 Phone 704-363-9760  
Fax \_\_\_\_\_ Email gwilliams@ccwdevelopment.com  
Property Owner Name B&C Land Holdings LLC  
Address 2627 Brekonridge Centre Drive  
City Monroe State NC Zip 28110 Phone 704-774-1964  
Fax \_\_\_\_\_ Email jmccall@carolina-development.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.

  
\_\_\_\_\_  
Applicant

1/22/24  
\_\_\_\_\_  
Date

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

1/22/24  
\_\_\_\_\_  
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 \_\_\_\_\_

**SCHEDULE/PROCESS 1. Submit Application**

- The deadline for this application is at least 45 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.
- Rezoning Application Fee – single parcel \$435.00
- Rezoning Application Fee – multi parcel \$610.00

**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.

LETTER OF AUTHORIZATION

To: Lancaster County SC  
From: B&C Land Holdings LLC – Johnathan M McCall  
Re: Lancaster 130\_2424 Lynwood Drive

Dear Sir or Madame:

This letter shall constitute authorization from Johnathan M McCall, Manager for B&C Land Holdings LLC for Upstate Palmetto Holdings LLC to act as Owner's Agent.

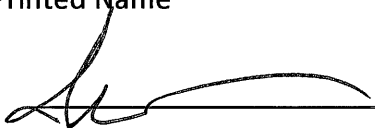
The authorization is created for the purpose of signing and filing applications to the appropriate governmental entities to obtain necessary approvals and permits for the proposed Lancaster 130 properties located at 2424 Lynwood Drive. This shall include any government agency having authority in the approval process.

Respectfully,

**B&C Land Holdings LLC, Johnathan M McCall, Manager**

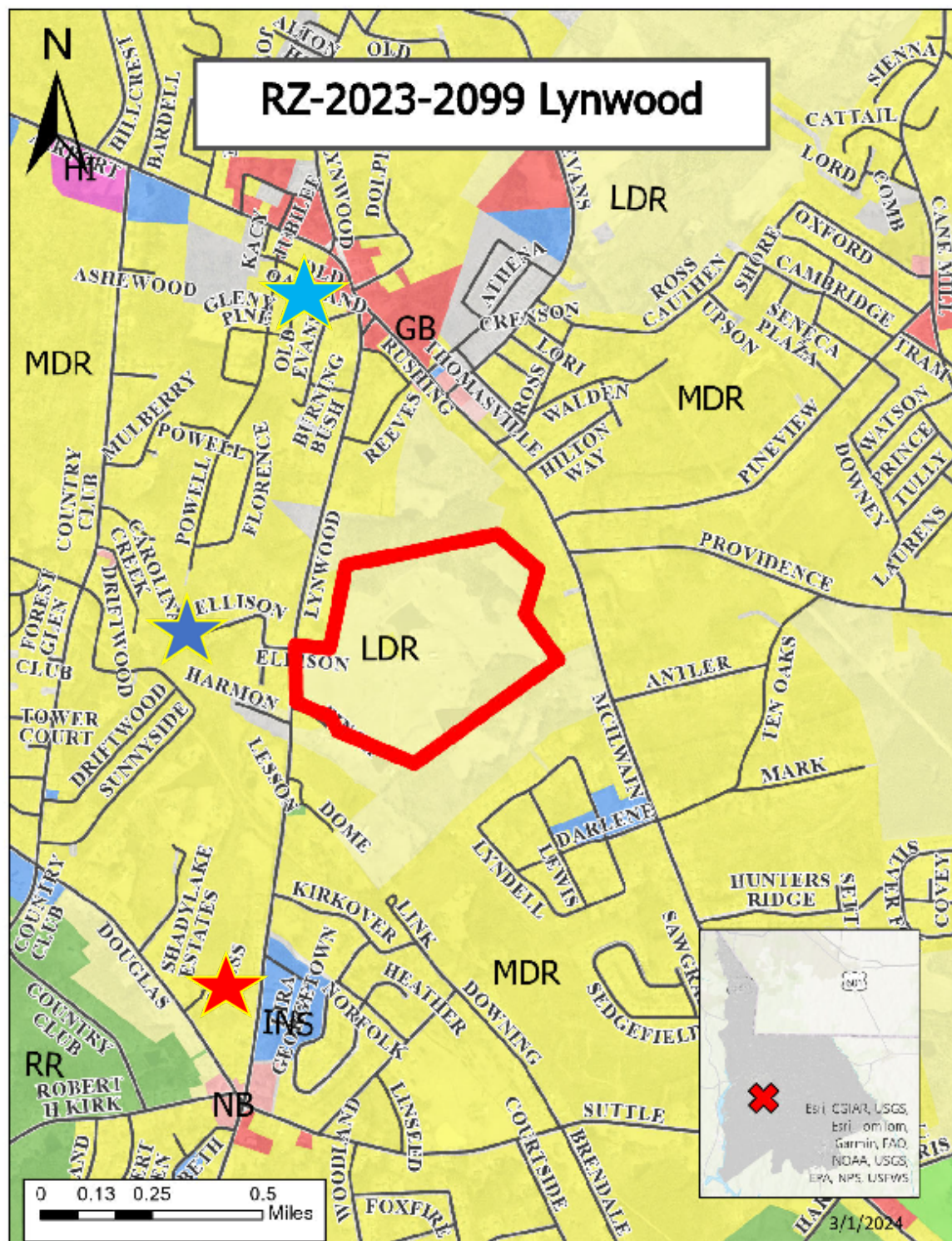
Johnathan M McCall

\_\_\_\_\_  
Printed Name


  
\_\_\_\_\_  
Signature

1/22/24

\_\_\_\_\_  
Date



**Lancaster**  
County  
South Carolina

 Subject Property



**Proposal:**  
Rezoning LDR to MDR

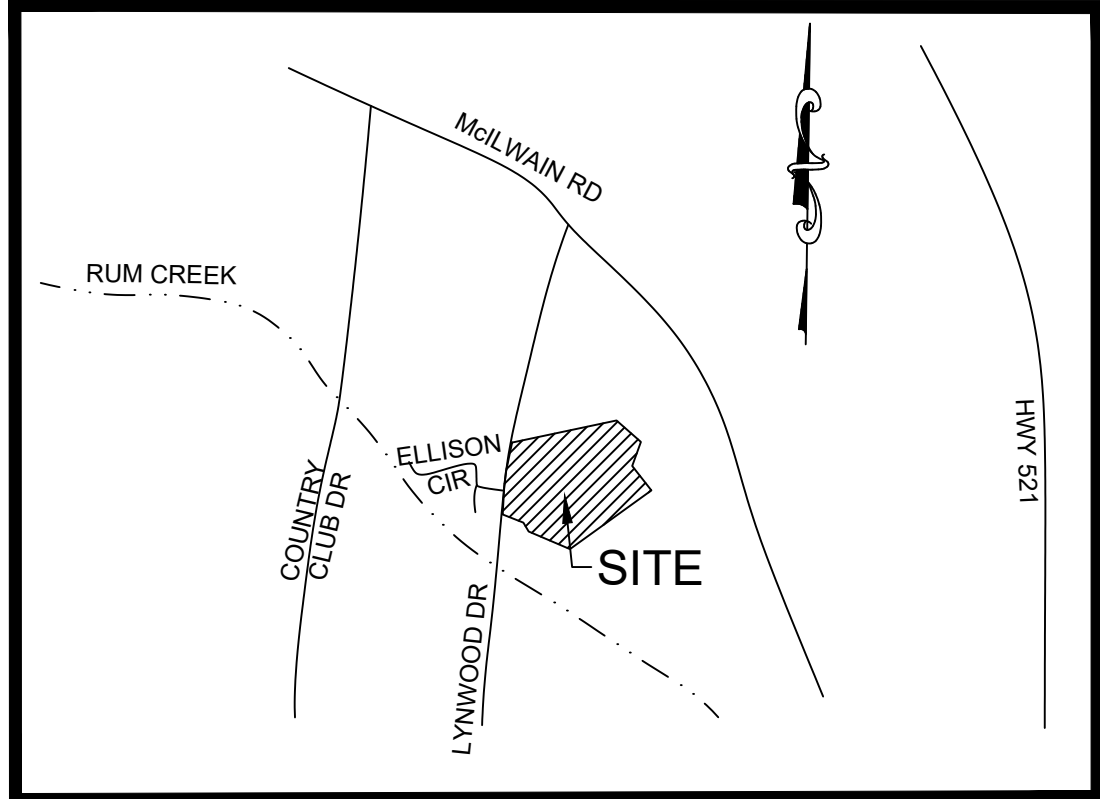
Airport Rd/McIlwain Rd

McDonald Green Elementary

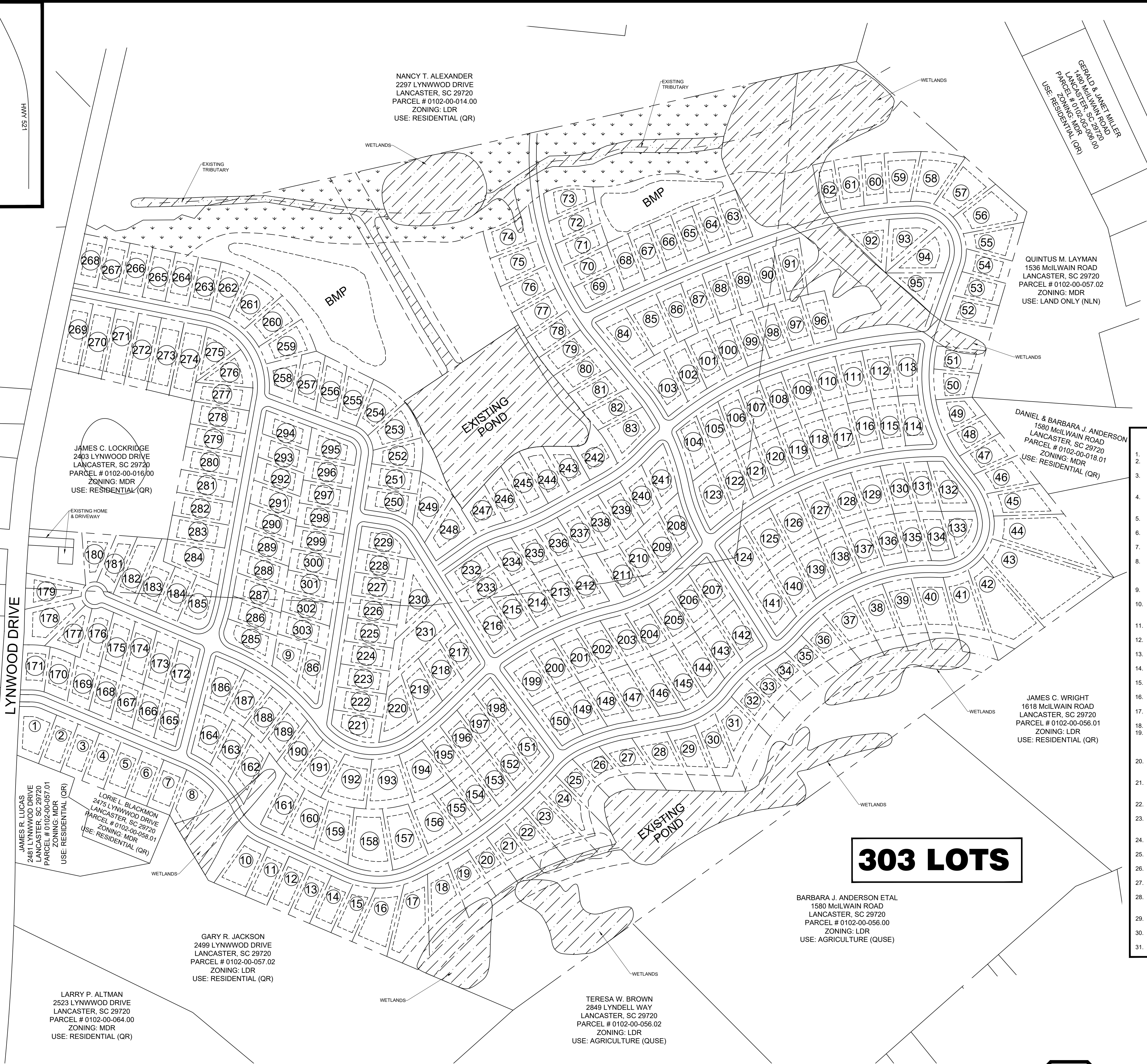
Rum Valley Subdivision



ALL DESIGNS, DRAWINGS & SPECIFICATIONS DEPICTED ON THIS SHEET ARE PROPERTY OF FRANKLIN S. CRAIG P.E. CONSULTING ENGINEER. ANY UNAUTHORIZED USE OR REPRODUCTION IS SUBJECT TO LEGAL PROSECUTION. POSSESSION IN ANY FORM CONSTITUTES ACCEPTANCE OF THESE CONDITIONS.



VICINITY MAP  
NOT TO SCALE



303 LOTS

**SITE SUMMARY:**

**OWNER:** B & C LAND HOLDING, LLC  
2627 BREKONRIDGE CENTRE DRIVE  
MONROE, NC 28130

**DEVELOPER:** CC&W DEVELOPMENT GROUP, LLC  
2005 WALKUP AVENUE  
MONROE, NC 28110

**SUBJECT:** LYNWOOD ROAD SUBDIVISION  
NEW 303 LOT SUBDIVISION ON LYNWOOD RD, LANCASTER, SC  
**SITE ADDRESS:** 2424 LYNWOOD DRIVE, LANCASTER, SC  
**PROPOSED USE:** RESIDENTIAL  
**PARCEL ID #:** 0102-00-017.03, 0102-00-017.01, 0102-00-017.00  
**DEED BOOK-PG:** 1719-139  
**CURRENT ZONING:** LDR - LOW RESIDENTIAL DEVELOPMENT  
**PROPOSED ZONING:** MDR - MEDIUM RESIDENTIAL DEVELOPMENT  
**LAND USES-DENSITY:** 2.5 UNIT PER ACRE  
**TOTAL SITE AREA:** 129.85 ACRES TOTAL

**SETBACKS** MIN. FRONT SETBACK: 30'  
MIN. SIDE SETBACK: 10'  
MIN. REAR SETBACK: 25'  
MIN. SIDE SETBACK SIDE STREET: 15'

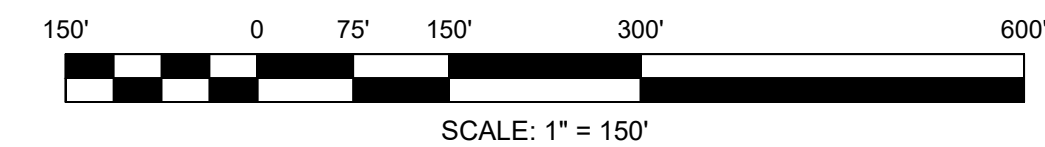
**SITE SPECIFICS** MIN. LOT SIZE: 10,000 SF  
LOT WIDTH: 70'  
BUILDING HEIGHT: 35' (2 STORIES)  
ACCESSORY STRUCTURES = SIDE SETBACK: 5'  
REAR SETBACK: 5'  
COOKOUT AREAS, 8' WALKING TRAIL, OPEN SPACE, DOG PARK  
MAILBOX CLUSTER AREA  
(2) DRIVEWAYS W/ ACCESS TO LYNWOOD ROAD WITH ROADS INTERCONNECTED. STREETS 50' R/W WITH 27' WIDE STREETS, 2.5' CURB & GUTTER, 5' SIDEWALKS

**FLOOD PLAIN INFORMATION**  
ZONE X, MINIMAL FLOOD RISK  
TRIBUTARY: RUM CREEK, CATAWBA RIVER WATERSHED  
PANEL #: 2791  
MAP #: 3710279100J  
DATE: SEPTEMBER 5, 2007  
LONGITUDE: 80.763548 LATITUDE: -34.666047

**SOILS:** HaB2

- GENERAL SITE NOTES**
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
  - SITE INFORMATION TAKEN FROM THE LANCASTER COUNTY GIS DATA WEBSITE DATED OCTOBER 2023.
  - CONTRACTOR TO COORDINATE ALL UTILITY RELOCATIONS, WATER LINES, STORM DRAINAGE, LIGHT POLES, POWER POLES, ET. WITH APPROPRIATE UTILITY COMPANIES.
  - CONTRACTOR TO COORDINATE WITH OWNER AND PROJECT ENGINEER FOR EXISTING BUILDING DEMOLISHING AND ANY OTHER STRUCTURES WHICH MAY BE ON PROJECT SITE.
  - CONTRACTOR TO COORDINATE ALL CONSTRUCTION IN RW'S WITH SCDDOT & LANCASTER COUNTY, SC.
  - ALL TRAFFIC SIGNS, STRIP PAINTINGS ETC. TO CONFORM TO THE PRINCIPLES OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
  - ALL CONSTRUCTION TO CONFORM TO LANCASTER COUNTY, SC ZONING ORDINANCES & SCDDOT STANDARDS.
  - ALL DRIVEWAYS SHALL COMPLY WITH LANCASTER COUNTY, SC & SCDDOT STANDARDS. ALL CUL-DE-SAC TURN-AROUND AREAS SHALL COMPLY WITH LANCASTER COUNTY, SC & SCDDOT SPECIFICATIONS. ALL ROAD CONNECTIONS TO LYNWOOD DRIVE WILL BE APPROVED BY SCDDOT.
  - ALL BUILDINGS, HOUSES & DRIVEWAY DIMENSIONS TO BE PER ARCHITECTURAL BUILDING PLANS.
  - A TRAFFIC IMPACT STUDY (TIA) WILL BE COMPLETED FOR THIS PROJECT & WILL BE REVIEWED BY THE LANCASTER COUNTY TRAFFIC ENGINEER CONSULTANT. FINAL TIA WILL BE INCLUDED IN THE FINAL CIVIL DOCUMENTS.
  - HANDICAP RAMPS ARE LOCATED AT EACH INTERSECTION, HC RAMPS TO BE PER SCDDOT STANDARDS & ADA STANDARDS.
  - 10' X 70' SIGHT TRIANGLE PER SCDDOT STANDARDS REQUIRED AT ALL STREET INTERSECTIONS.
  - ALL BUFFERS WILL BE ESTABLISHED THROUGHOUT THE PERIMETER OF THE SITE THRU THE LANCASTER COUNTY, SC ZONING PROCESS.
  - SETBACKS FOR THE DEVELOPMENT ARE ESTABLISHED & NOTED AS PART OF THE DEVELOPMENT AS: FRONT - 30', SIDE - 10', REAR - 25', STREET SIDE - 15'.
  - THE PROPERTY IS LOCATED WITHIN THE WS-IV PROTECTED AREA OF THE SOUTH FORK CATAWBA RIVER.
  - ALL LOCKED GATES USED AS AN EMERGENCY ENTRANCES SHALL BE EQUIPPED WITH A "KNOX" PADLOCK.
  - STREET SECTIONS WILL BE A 26' SECTION WITH 22' ASPHALT 2'-0" CURB & GUTTER & A 50' R/W, PER LANCASTER COUNTY, SC & SCDDOT STDs.
  - STREET TREES WILL BE SPACED 40' O.C. ON ALL INTERNAL STREETS.
  - THE PROJECT WILL BE SERVED WITH NEW WATER LINES, 2" 8" & 8" LOOPED I. INTERNALLY WITH FIRE HYDRANTS SPACED 1,000' APART. ALL STRUCTURES MUST BE 500' WITHIN A FIRE HYDRANT. TWO WATER LINE CONNECTIONS AT EACH ENTRANCE ON LYNWOOD DRIVE WILL BE REQUIRED.
  - A 50' COMMON OPEN SPACE WITH A 100' BUFFER WILL BE IN THE MIDDLE SECTION OF THE PROPERTY & WILL BE ON THE EXISTING UN-NAMED TRIBUTARY. OPEN SPACE = 4.22 AC (14.30%)
  - STREET LIGHTS WILL BE PROVIDED. STREET LIGHT LOCATIONS & PHOTOMETRIC WILL BE COMPLETED DURING THE CONSTRUCTION DOCUMENTS PHASE.
  - ALL EROSION CONTROL DESIGNS TO BE PER THE LANCASTER COUNTY, SC & SCDDOT EROSION CONTROL DESIGN STANDARDS.
  - ALL PROPOSED WATER LINES TO MEET LANCASTER COUNTY, SC WATER & SEWER DISTRICT (LCWSD) DESIGN STANDARDS & SPECIFICATIONS. WATER-SEWER PLANS WILL BE COMPLETED UNDER SEPARATE SUBMITTED PER LCWSD REQUIREMENTS.
  - STREET TREES PLANTINGS TO MEET LANCASTER COUNTY & SCDDOT GUIDELINES FOR PLANTINGS WITHIN HIGHWAY RIGHT-OF-WAY.
  - AN AMENITY AREA WITH A CLUB HOUSE, POOL, PLAYGROUND & COOK-OUT AREAS WILL BE PART OF THE DEVELOPMENT.
  - AN 8" GRAVITY SEWER & A SEWER LIFT STATION WILL SERVE THE PROJECT & WILL TIE INTO THE EXISTING LCWSD SANITARY SEWER SYSTEM.
  - ALL STREET ACCESSSES MUST MEET ARMS REQUIREMENTS FOR SEPARATION, SIGHT DISTANCE - VERTICAL & HORIZONTAL.
  - ALL STORMWATER BMPs WILL BE PROVIDED STRATEGICALLY THROUGHOUT THE SITE LOWER AREAS ALL BMP. ALL STORMWATER PERMITTING WILL BE THROUGH SCDDOT. ALL STORMWATER PIPING WILL BE A MINIMUM OF 18" NO WATER METERS OR SEWER CLEAN-OUTS WILL BE PLACED IN CONCRETE DRIVEWAYS.
  - EACH ROAD CONNECTION TO LYNWOOD DRIVE & ALL INTERNAL STREETS WILL HAVE ROAD SIGNS TO IDENTIFY THE DEVELOPMENT & STREET ADDRESSING.
  - EACH SINGLE FAMILY HOME WILL HAVE INDIVIDUAL "ROLL-OUT" TRASH CANS.

PRELIMINARY PLANS  
FOR REVIEW & COORDINATION



ISSUE DATE: JAN 2024		
NO.	DATE	REVISION

LYNWOOD SUBDIVISION  
LYNWOOD DRIVE  
LANCASTER COUNTY, SC

MASTER SITE  
PLAN

C-1

**FRANKLIN S. CRAIG, P.E.**  
CONSULTING ENGINEER  
2543 Glenageas Drive  
Gastonia, NC 28605  
PH: (704) 815-9764

Franklin S. Craig  
NORTH CAROLINA  
PROFESSIONAL  
ENGINEER  
FRANKLIN S. CRAIG  
JAN 03, 2024





Lancaster County  
Planning Department  
P. O. Box 1809  
Lancaster, SC 29721  
803.285.6005  
planning@lancastercountysc.net

February 22, 2024

Franklin Craig

2543 Glen Eagle Drive  
Gastonia, NC 28056

<b>Project Number</b>	20232099
<b>Project Name</b>	Lynwood Subdivision
<b>Location</b>	2424 Lynwood Drive, Lancaster SC
<b>Stage</b>	Sketch Plan
<b>Parcel(s)</b>	0102-00-017.00, 0102-00-017.01
<b>Status</b>	Not Approved

Dear: Franklin Craig

We have completed our review of the plan identified above. The comments listed on the attached report must be addressed in your next plan stage.

Sincerely,

Sincerely,

A handwritten signature in black ink that reads "Chanda Kirkland".

Chanda Kirkland, Development Service Coordinator  
Lancaster County Government  
101 N Main St  
Lancaster, SC 29720  
P: (803) 416-9390

## Plan Review Comments

**Building - Darin Robinson - (803) 416-9399**  
**drobinson@lancastersc.net**

**Conditional**

**Review Comments:**

- Changes made to now eliminate such defined open Amenity area (by resubmittal 1/18/24).
- Required information/details to be provided for any elements/structures inclusive of existing Pond (such as pier, docks, landings), for which might require Accessibility (including accessible parking, accessible route, and related)
- More detailed review upon next stage Civil review submittal

**County Engineer - Stephen Blackwelder - 8035482406**  
**sblackwelder@lancastersc.net**

**Conditional**

**Review Comments:**

General Comments:

1. The provided Sketch plan does not provide adequate detail to formally comment, but the following are items of note from the information given.
2. This project is within the SCDHEC storm sewer permitting area of Lancaster County.
  - a. Please coordinate with DHEC concerning Sediment and Erosion Control approval and provide a copy of approval prior to grading activities.
3. Most of our comments and questions will be at the Construction Document review of the civil plans. Below are some general observations from the sketch plan submitted.
4. There appear to be several stream crossing and wetland crossings. These will require permitting from US Army Corp of Engineers and potentially a LOMR for the floodplain fill added.
  - a. It is our suggestion that the wetland area be excluded from this development such that about 20 +/- lots would be removed and the wetland impacts avoided.
5. SCDOT will need to approve encroachment permits for all driveways accessing Lynwood Drive.
6. A traffic impact analysis (TIA) will be required for this project. Scoping Documents need to be uploaded as a separate project. The TIA will be reviewed by our traffic consultant at the cost of the developer. Once any issues are resolved, any improvement called for in the final TIA will need to be included in the civil plans.
7. The stub road at Lots 73 and 74 will need an approved turnaround.

**Fire Marshal - John Magette - 8032838888**  
**jmagette@lancastersc.net**

**Approved**

**Review Comments:**

1. This is a sketch plan review only. A more detailed review will be completed at civil submission.
2. All buildings must be within 500 feet of a fire hydrant

**Planning - Allison Hardin - 803-416-9422**  
**ahardin@lancastersc.net**

**Not Approved**

**Review Comments:**

When submitting for final plan review, we will look for the following:

A minimum 8ft. tall opaque buffer of no less than 50ft in width consisting of 18 trees and 36 shrubs per 100 linear feet will be placed between adjoining properties. Buffer can be placed within required setbacks.

Vehicular access to the site of all nonmetallic mineral product manufacturing uses shall be located ...on a road improved to necessary industrial capacity as determined by the Administrator.

Nonmetallic mineral product manufacturing facilities shall employ dust reduction measures to minimize on-site and off-site dust nuisance generated by the manufacturing use. These measures may include but are not limited to: (A) Utilization of stabilized roadways within the site; (B) On-site speed limits to minimize disturbance; and (C) Application of water and other dust palliatives.

All materials stored outdoors must follow the separation requirements in Section C of this ordinance.

All materials must be contained within a defined area or structure and shall not be allowed to spill out into adjacent areas or the separation buffers.

All materials shall be stored and maintained so as to not create environmental hazards that may pose a threat to ground or surface water quality, air quality, wildlife, and/or humans.

---

**E911 Address - Sandra Burton - (803) 416-9325**  
**[sburton@lanc911.com](mailto:sburton@lanc911.com)**

**Conditional**

**Review Comments:**

1. A CAD file, in the State Plane Coordinate System of 1983, needs to be submitted to [parcelmaps@lancastersc.net](mailto:parcelmaps@lancastersc.net) and [addresser@lanc911.com](mailto:addresser@lanc911.com). Please send in a version around 2010 and no 3D.
2. Please advise the name you want the subdivision to be titled. It will be compared with others within Lancaster County. Upon approval of the Civil Plans, the subdivision name can not be changed.
3. Please submit a list of road names to be considered for this subdivision to [addresser@lanc911.com](mailto:addresser@lanc911.com). They will need to be compared to roads names within Lancaster County along with surrounding counties. They cannot be similar in sound or spelling for 911 purposes. Road names must be vetted prior to the project going before the Planning Commission as they must sign off on the new road names. Once road names are approved in the vetting stage, a road name application will need to be completed with a \$250 fee for each road. I will send this form once names are vetted. All roads, including alleys, must be named.
4. Please have the lot numbers flowing in order. Lot #9 is out of sequence and there are 2 lot #86.

---

**LC Water & Sewer District - Erin Evans - 8032856919**  
**[eevans@lcwasd.org](mailto:eevans@lcwasd.org)**

**Not Approved**

**Review Comments:**

LCWSD is a separate entity from the County. We have our own submittal requirements. Please check our website, [www.lcwasd.org](http://www.lcwasd.org), under the Developers tab for our policies and procedures.

The developer must submit 2 sets of hard copy water and sewer plans directly to LCWSD, adhering to the LCWSD Water & Wastewater Extension Policy.

\* There is a downstream sewer constraint that needs to be discussed with LCWSD.

---

**SCDOT - David Gamble - (803) 385-4280**  
**[GambleDD@scdot.org](mailto:GambleDD@scdot.org)**

**Conditional**

**Review Comments:**

The Department agrees in concept. Driveway locations will be accessed during the permitting process.

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## Agenda Item Summary

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Ordinance # / Resolution #: RZ-2024-0236 Wellspring

Contact Person / Sponsor: M. Blaszyk

Department: Planning

Date Requested to be on Agenda: 3/7/2024

### **Points to Consider:**

### **ATTACHMENTS:**

Description	Upload Date	Type
Application	3/6/2024	Exhibit
Location Map	3/6/2024	Exhibit
Deed	3/6/2024	Exhibit
Plat	3/6/2024	Exhibit
GIS image of Floodplain	3/6/2024	Exhibit
Debruhl Deed (easement)	3/6/2024	Exhibit
Debruhl Plat (spillway)	3/6/2024	Exhibit

**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.mylanasteresc.org](http://www.mylanasteresc.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 S. Potter RoadCity Lancaster State SC Zip 29720 Tax Parcel ID 0088-00-017.00Current Zoning RN Current Use Agriculture (Crop/Timber)Proposed Zoning MDR Total Acres 53.72 Acres

Project Description The purpose of this rezoning request is to allow for the medium density development of the subject parcel. Currently this parcel is used for agricultural purposes, primarily for pasture/crops and timber. The rezoning of this parcel to medium density will be consistent with the future zoning plans for the area.

Surrounding Property Description The surrounding properties are currently in a similar land use with mostly agricultural areas and some low to medium density residential areas.

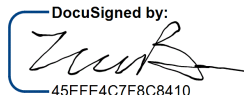
**CONTACT INFORMATION**Applicant Name Mark Boyce, Manager, Wellspring Carolina Investments, LLCAddress 116 College StreetCity Matthews State NC Zip 28105 Phone 704-238-1229Fax \_\_\_\_\_ Email mboyce@truehomesusa.comProperty Owner Name Wellspring Carolina Investments, LLCAddress 116 College StreetCity Matthews State NC Zip 28105 Phone 704-238-1229Fax \_\_\_\_\_ Email mboyce@truehomesusa.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.

Wellspring Carolina Investments, LLC  
Mark Boyce, Manager

2/2/2024

Applicant

DocuSigned by:  
  
45FFE4C7F8C8410

Date

2/2/2024

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 \_\_\_\_\_

### SCHEDULE/PROCESS 1. Submit Application

- The deadline for this application is at least 45 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.
- Rezoning Application Fee – single parcel \$435.00
- Rezoning Application Fee – multi parcel \$610.00

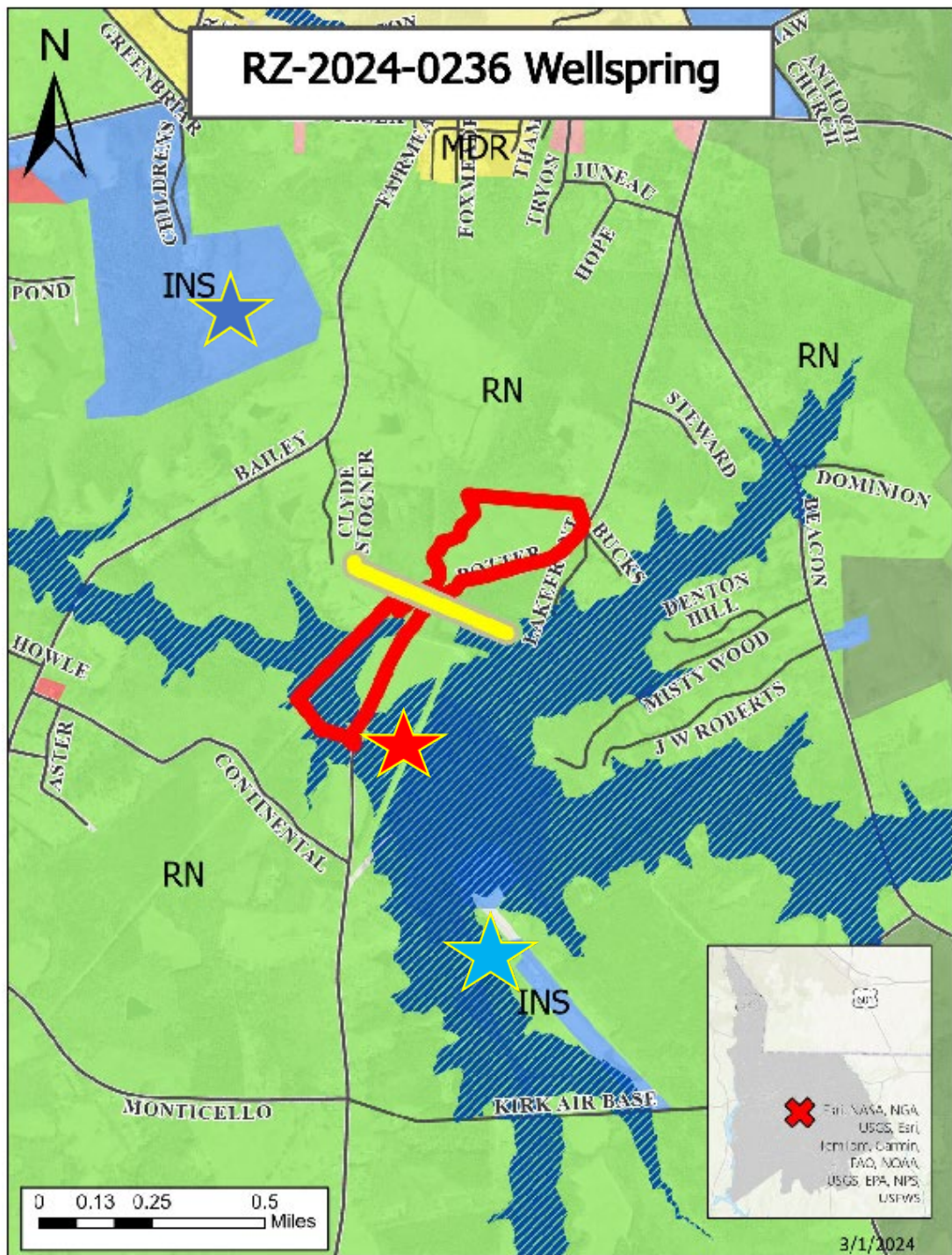
### 2. Planning Commission

- 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.





**Lancaster**  
County  
South Carolina

 Subject Property



**Proposal:**  
Rezoning RN to MDR

Kirk Air Base

Bear Creek Dam & Spillway

Lancaster Childrens' Home

**TITLE NOT EXAMINED**  
**DEED DRAWN BY TRIMNAL & MYERS, LLC**

Return to:  
**Hinson Faulk, P.A.**  
**300 Post Office Drive**  
**Indian Trail, NC 28079**  
**File No. 2014073891**  
State of SOUTH CAROLINA )  
County of LANCASTER )

LANCASTER COUNTY ASSESSOR  
Tax Map:  
0088 00 017 00

**TITLE TO REAL ES**

**2014008871**

DEED  
RECORDING FEES \$10.00  
STATE TAX \$234.00  
COUNTY TAX \$99.00  
PRESENTED & RECORDED:  
07-16-2014 10:53 AM  
JOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC  
By: CANDICE PHILLIPS DEPUTY  
**BK: DEED 807**  
**PG: 177-178**

**Know All Men by These Presents, That William McCullough Ardrey and Melissa Ardrey**

hereinafter referred to as grantor for and in consideration of the sum of **Eighty Nine Thousand Seven Hundred Twelve and 40/100ths (\$89,712.40) Dollars**-----

to grantor paid by **Wellspring Carolina Investments, LLC**  
1119 Delacourt Lane  
Matthews, NC 28104

**RECORDED THIS 18th DAY  
OF JULY, 2014  
IN BOOK 2014 PAGE A-1**

*Cheryl Morgan*

hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

All that certain piece, parcel or tract of land lying, being and situate in Lancaster County, South Carolina, fronting on Potter Road, being shown and described as Tract No. 1 containing 53.72 acres, more or less, as shown on plat of survey entitled 'BOUNDARY SURVEY FOR McCULLOUGH & MELISSA ARDREY' made by Kenneth A. Johnson, RLS, dated June 26, 2013 and recorded as Plat No. 2013-370 in the Register of Deeds Office for Lancaster County, South Carolina, which plat is by reference made a part hereof.

Being a portion of the property conveyed to William McCullough Ardrey and Melissa Ardrey by Deed recorded July 12, 2013 in Deed Book 741 Page 230 in the Register of Deeds Office for Lancaster County, South Carolina.

For reference only: TAM# 0088-00-017.00

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

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors and Assigns forever.

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

WITNESS the Grantor's Hand and Seal this 14 day of July, 2014, and in the two hundred and thirty ninth of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered  
in the Presence of

[Signature]  
Witness

[Signature] (SEAL)  
William McCullough Ardrey

[Signature] (SEAL)  
Melissa Ardrey

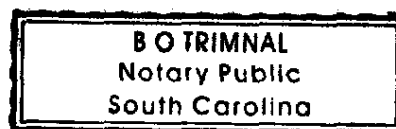
STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF LANCASTER       )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and as Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

[Signature]  
Witness

SWORN to before me this 14  
day of July, 2014

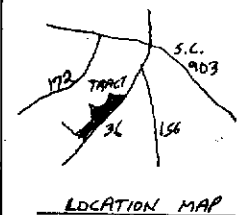
[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: Sept 20, 2020



2013010220

PLAT MEDIUM  
RECORDING FEES

\$10.00

PRESENTED & RECORDED:  
07-12-2013 02:37 PMJOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC  
By: SHANA HIGGINS RSI  
BK: PLAT 2013  
PG: 370-370NIF PEGGY  
HARMON  
P.B. 16-176JEFFERY ALLEN  
STEEN  
PLATS 13640 & 10968SAMUEL R.  
ALLEN  
PLAT 6517KENNETH D. BLACKMON  
PLAT 7785TRACT NO. 1  
53.72 ACRESTRACT NO. 2  
11.23 ACRESFRED W.  
ELLIOTT  
O.B. C-5-428IRA WILLIAMS  
O.B. 0-2-201Part of Trms #  
0088-00-019.00  
to be combined with  
Trms # 0088-00-017.00

## LINE TABLE

L-1	538° 36' 47" W	83.11
L-2	541° 20' 47" W	99.26
L-3	544° 25' 56" W	99.58
L-4	548° 32' 01" W	101.52
L-5	552° 20' 28" W	102.58
L-6	556° 42' 55" W	99.90
L-7	562° 14' 29" W	101.57
L-8	567° 42' 49" W	99.34
L-9	573° 02' 06" W	103.08
L-10	575° 52' 52" W	143.55
L-11	576° 40' 59" W	300.02
L-12	576° 05' 08" W	117.53
L-13	573° 59' 13" W	116.27
L-14	579° 31' 45" W	116.38
L-15	558° 55' 07" W	319.78
L-16	547° 50' 17" W	115.63
L-17	542° 09' 16" W	110.96
L-18	537° 17' 36" W	106.55
L-19	532° 33' 09" W	106.54
L-20	525° 15' 59" W	112.48
L-21	527° 05' 53" W	1071.78
L-22	526° 22' 12" W	142.99
L-23	521° 43' 58" W	105.77
L-24	515° 24' 37" W	96.22

## &amp; BRANCH LINE C. TO D.

N 10° 21' 19" E	92.89
N 45° 05' 26" E	117.61
N 0° 43' 52" W	84.34
N 38° 46' 48" W	59.75
N 18° 23' 22" E	43.91
N 22° 27' 46" E	52.07
N 22° 05' 56" W	87.52

## &amp; BRANCH LINE C. TO E.

S 71° 13' 48" W	188.68
S 21° 16' 18" W	138.69
S 83° 39' 03" W	48.80
S 42° 39' 19" W	59.36
S 3° 39' 48" E	63.43
S 23° 23' 11" E	147.05
S 10° 08' 26" W	107.53
S 39° 07' 16" W	88.09
S 81° 52' 26" W	80.88
S 50° 01' 23" W	157.45
S 33° 43' 46" W	107.60
S 61° 29' 50" W	68.13

APPROVED FOR RECORDING  
7/2/2013  
Recording Official  
This plat must be recorded by the  
9/2/2013

64.95 TOTAL ACRES

## BOUNDARY SURVEY

FOR

MCCULLOUGH &amp; MELISSA ARDREY

STATE OF SOUTH CAROLINA, LANCASTER COUNTY  
LOCATED 5 MILES ± S.E. OF LANCASTER

DATE: JUNE 26 2013 SCALE: 1/4" = 300 FEET

BY: KENNETH A. JOHNSON R.L.S. No. 7879

P.O. Box 57 JEFFERSON S.C. 29718  
843-658-3622

a. Johnson

## NOTE:

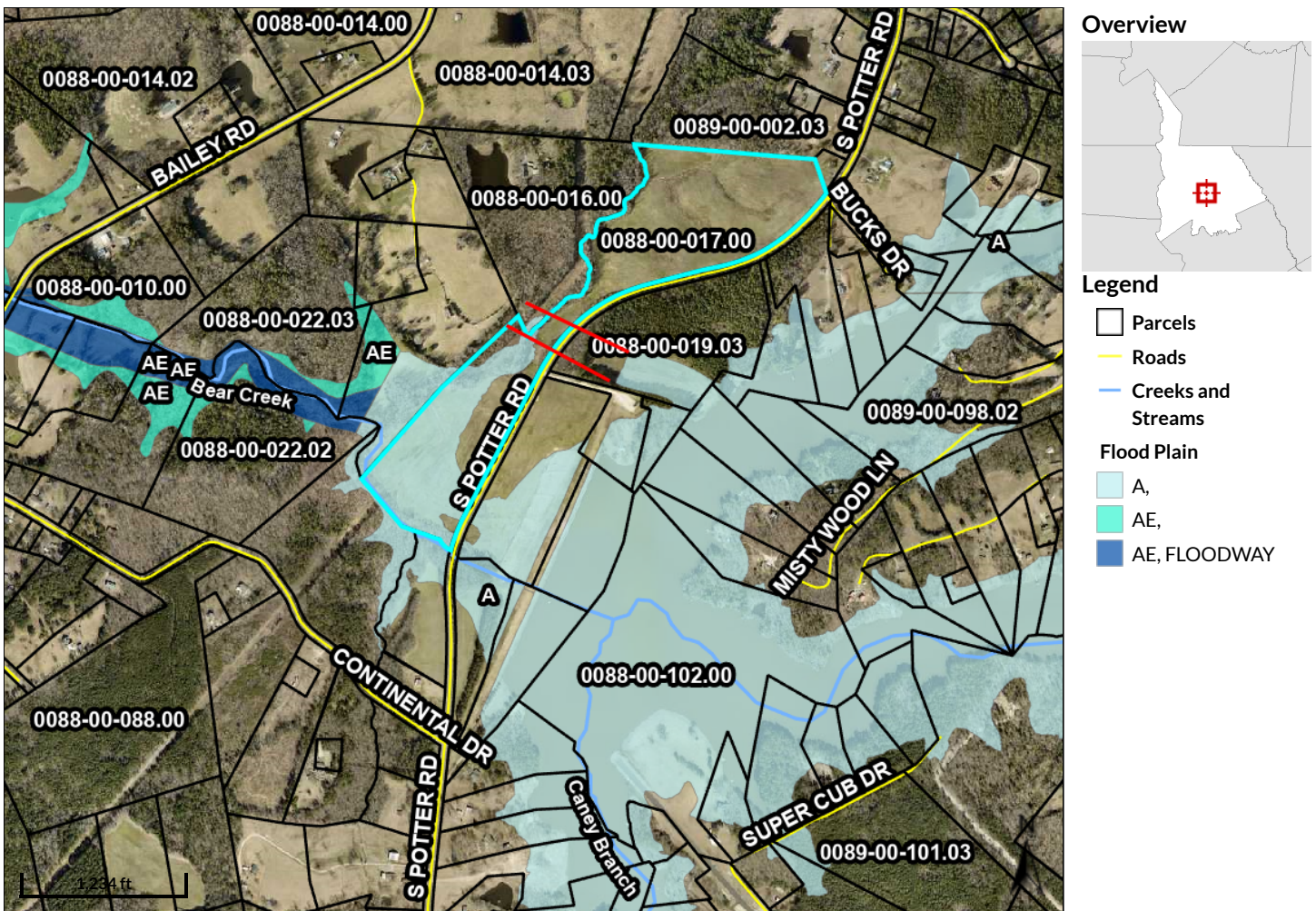
TAX MAPS 88-17  
& 88-19PLAT REF.  
P.B. 20-1

BEAR CREEK A. TO B.	
N 44° 11' 38" W	161.67
N 66° 39' 33" W	374.67
N 26° 12' 47" W	179.62
N 48° 21' 39" W	114.28
N 37° 02' 27" W	139.85

I HEREBY STATE 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.



## Experiencing Lancaster County, SC through GIS Technology



Parcel ID	0088-00-017.00	Owner	WELLSPRING CAROLINA INVESTMENTS LLC	Last 2 Sales			
Class	Corporate		2133 GARDEN VIEW LANE	Date	Price	Reason	Qual
Code	Agriculture Use		MATTHEWS, NC 28104	7/14/2014	\$89712	SOLD DOES NOT MATCH APPRAISAL RECORD	Q
Taxing District	County LANCASTER	Physical Address	S POTTER RD	7/13/2013	\$113662	SOLD DOES NOT MATCH APPRAISAL RECORD	Q
Land Size	53.72 CROP/TIMBER	Assessed Value	Value \$393				

(Note: Not to be used on legal documents)

Date created: 2/1/2024

Last Data Uploaded: 2/1/2024 10:26:03 AM

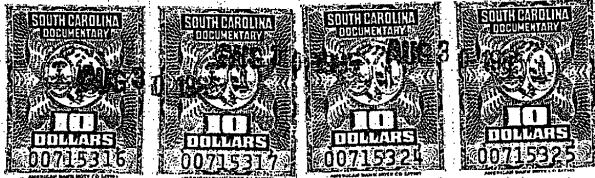
Developed by  Schneider  
GEOSPATIAL

\$22.00

State of South Carolina, }  
 County of Lancaster

## TITLE TO REAL ESTATE

Know All Men by These Presents, That J. C. DeBruhl,



hereinafter referred to as grantor for and in consideration of the sum of Twenty Thousand and

No/100ths (\$20,000.00) -----Dollars

to grantor paid by Lancaster County, a body politic of the State of South Carolina

hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

"All those certain lots or tracts of land, together with any and all improvements thereon, lying, being and situate in Lancaster County, South Carolina, east of Highway 36 approximately one mile north of South Carolina Highway 903 at Bear Creek Reservoir, being shown, described and designated as Tract No. 2 (4.639 acres) and Tract No. 4 (0.80 acre) on plat of survey entitled, 'Plat Showing Property of Jesse C. DeBruhl' dated October 10, 1984, revised April 24, 1985, made by Jack Smith, RLS, recorded as Plat No. 7174 in the Office of the Clerk of Court for Lancaster County, South Carolina, which plat is by reference incorporated and made a part hereof."

Being a portion of that property conveyed to J. C. DeBruhl by Deeds of F. Wayne Cannon and W. J. Barker recorded January 8, 1963, in Deed Book D-5 page 466 and recorded September 24, 1970 in Deed Book A-6 pages 1306 and 1307, Office of the Clerk of Court for Lancaster County, South Carolina.

Tract No. 4 (0.80 acre) hereinabove described is conveyed expressly subject to an easement reserved in the Grantor for purposes of a means of access to and from other property of the Grantor in the vicinity which could reasonably be served thereby.

## ASSESSOR'S OFFICE

Received 8-30-85  
 Tax Map Code 88 @ 1901  
 Or Portion Of \_\_\_\_\_

FILED  
 CLERK OF COURT  
 1985 AUG 28 PM 4:07

CLERK OF COURT  
 LANCASTER COUNTY, S.C.

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

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors and Assigns forever.

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

WITNESS the Grantor's Hand and Seal this 28th. day of July, 19 85,  
and in the two hundred and tenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered  
in the Presence of

Jesse C. DeBruhl (Seal)  
J. C. DeBruhl

Deanda I. Larkhan  
Witness

Jack Larkhan  
Witness

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

STATE OF SOUTH CAROLINA, }  
County of Lancaster.

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the Grantor sign, seal and, as grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that (s)he, with the other witness above, witnessed the execution thereof.

SWORN to before me, this

28 day of July, 19 85.  
Jack Larkhan (Seal)  
Notary Public of South Carolina

Deanda I. Larkhan  
Witness

My Commission Expires:

NOTICE OF LIMITATION OF USE

This property has been acquired with state financial assistance provided by the Recreation Land Trust Fund. This property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the South Carolina Department of Parks, Recreation and Tourism Commission. The SCPRT Commission shall approve such conversion only if it finds such conversion to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as it deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

J. H. Bull (SEAL)  
J. H. Bull, Director  
Lancaster County Recreation Commission

Date: July 28, 1985

RKF  
State of South Carolina,  
County of Lancaster

J. C. DeBRUHL

TO  
LANCASTER COUNTY, a body  
politic of the State of  
South Carolina

**TITLE TO REAL ESTATE**

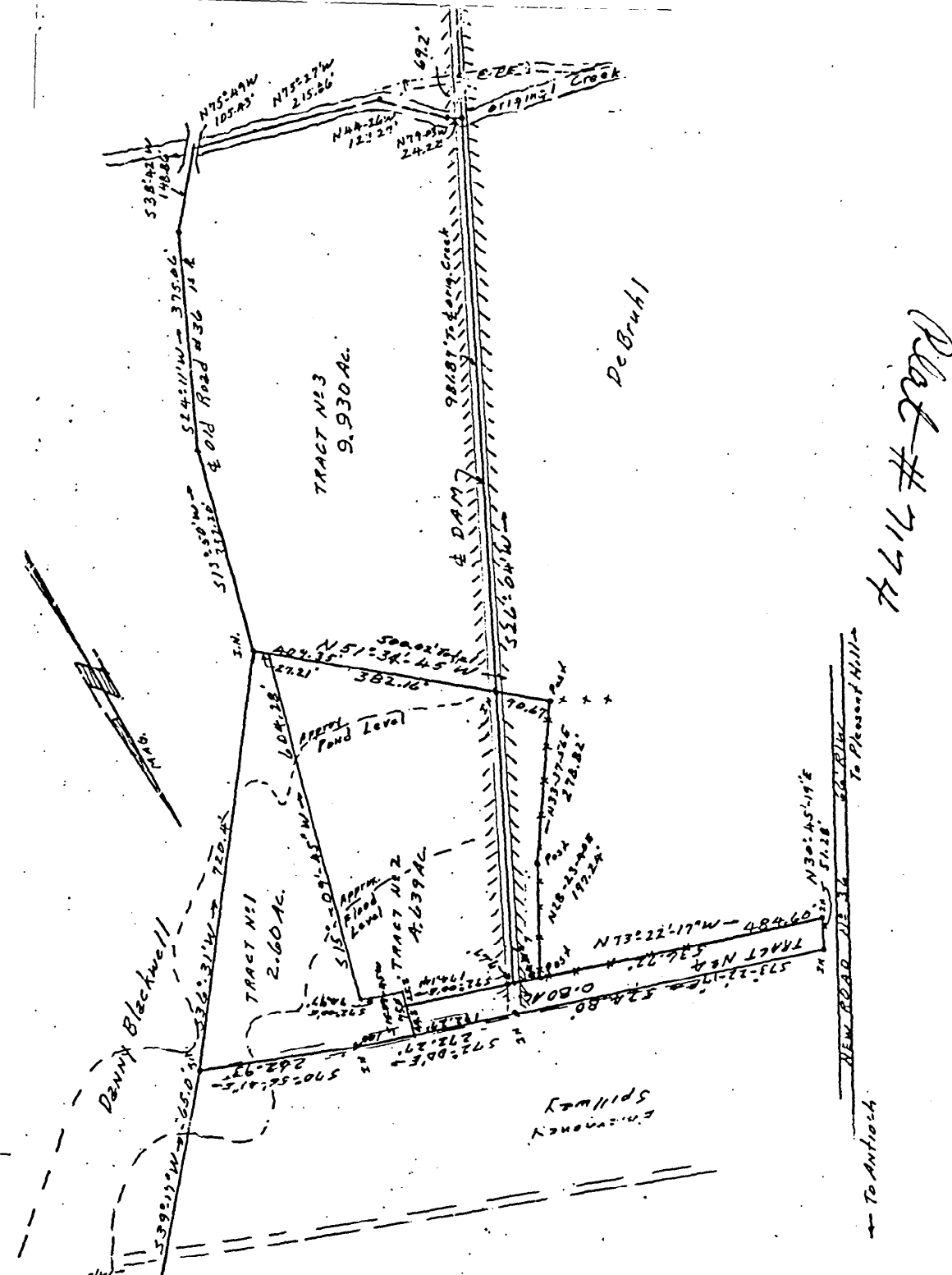
I hereby certify that the within Deed was filed  
for record in my office at  
on the 28th day of August  
19 85, and was immediately entered upon  
the proper indexes and duly recorded in Book  
7-6 of Deeds, page 2564  
J. H. Bull  
Clerk of Court of Common Pleas and General  
Sessions or Register Mesne Conveyance for the  
State and County aforesaid.

I hereby certify that the within Deed has been  
this day of  
A.D. 19 , Recorded in Book  
of Deeds, page

Auditor

of the State and County aforesaid.

COPIED BY  
JANUARY 1980  
LANCASTER, S.C.



STATE OF SOUTH CAROLINA  
 COUNTY OF LANCASTER  
 PLAT SHOWING PROPERTY OF  
 JESSE C. DeBRUHL

Located about 6 miles east-southeast of Lancaster, 1 mile south of SC Hwy 903, at Bear Creek Reservoir. Being a portion of the lands conveyed from F. W. Cannon, et al.

Scale: 1" = 200'

10 October 1984  
 Revised 24 April 1985

*Jack Smith*  
 Jack Smith, RLS  
 100 Forest Drive  
 Lancaster, S. C.

## Agenda Item Summary

---

Ordinance # / Resolution #: RZ-2024-0269 Anderson

Contact Person / Sponsor: M. Blaszyk

Department: Planning

Date Requested to be on Agenda: 3/7/2024

### **Points to Consider:**

### **ATTACHMENTS:**

Description	Upload Date	Type
Application	3/6/2024	Exhibit
Location Map	3/6/2024	Exhibit
Deed	3/6/2024	Exhibit
Plat	3/6/2024	Exhibit





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.mylanasteresc.org](http://www.mylanasteresc.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 <sup>+136</sup> 126 Dogwood Trail Lane  
City Indian Land State SC Zip 29707 Tax Parcel ID 0013-00-080.02  
Current Zoning MDR Current Use vacant land  
Proposed Zoning NB Total Acres .5 ac  
Project Description to change zoning from MDR to NB to  
combine 8143 Charlotte Hwy w/ .5ac adjoining  
on Dogwood Trail Lane  
Surrounding Property Description Commercial, Food Lion, O'Reilly  
Auto Parts, Any Time Fitness, Small Restaurants

CONTACT INFORMATION

Applicant Name Judy P. Anderson  
Address 602 Fairway Dr  
City Ft. Mill State SC Zip 29715 Phone 803-517-0745  
Fax \_\_\_\_\_ Email jphawkins@compuserve.net  
Property Owner Name Judy P. Anderson  
Address \_\_\_\_\_  
City Same State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_

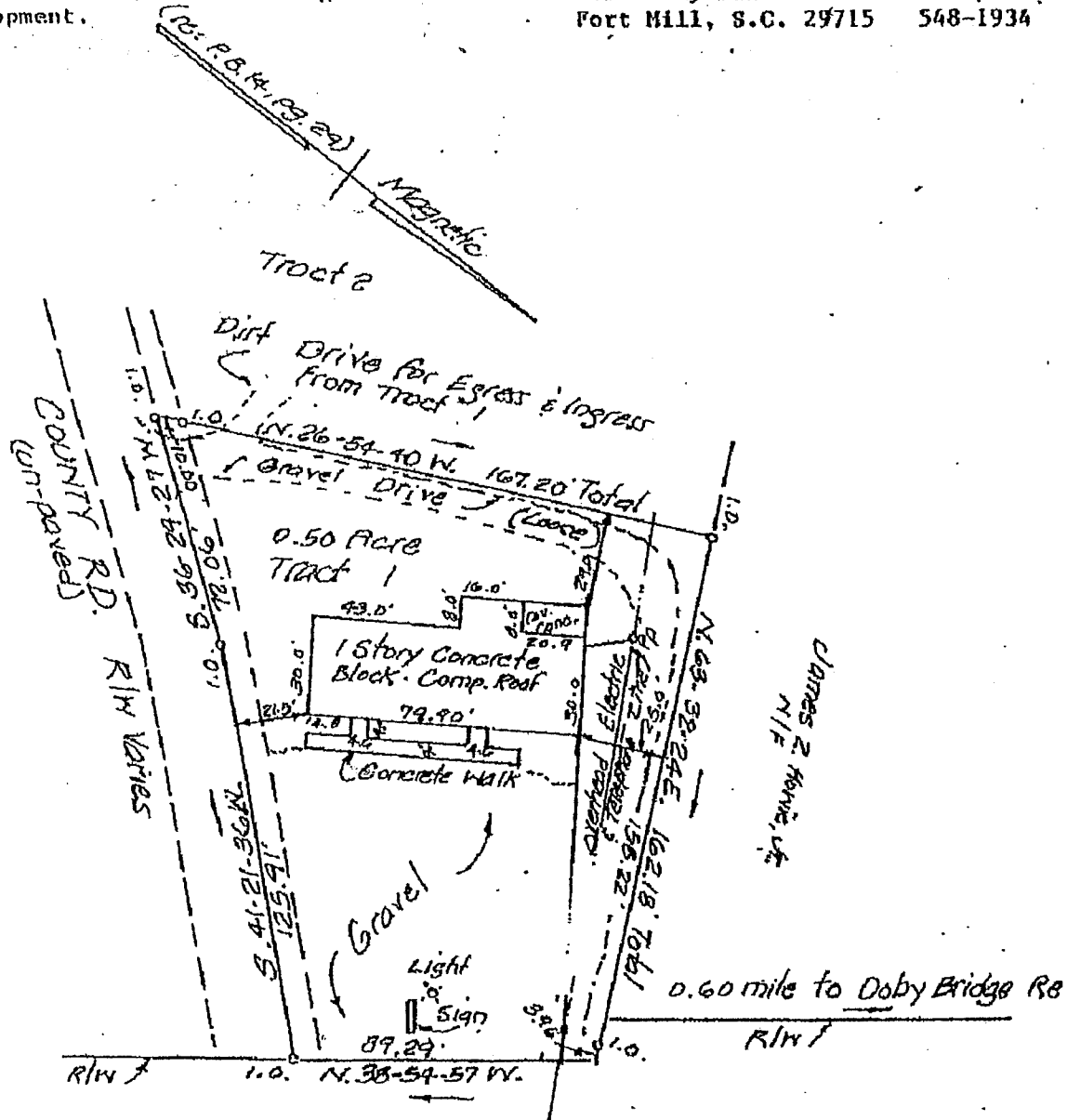
THIS IS TO CERTIFY THAT ON THE 14<sup>th</sup> DAY OF MAY 1990 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS IF ANY ARE SHOWN HEREON.

I, hereby certify that the ratio of precision of the field survey is 1:10,000' as shown hereon and the area was determined by DMD method.

SIGNED Anthony E. Manes  
REGISTERED SURVEYOR

The property hereon is not located in a special flood hazard area as determined by the Dept. of Housing & Urban Development.

Anthony E. Manes  
S.C. Registered Land Surveyor #1244  
1656 Katy Lane  
Fort Mill, S.C. 29715 548-1934

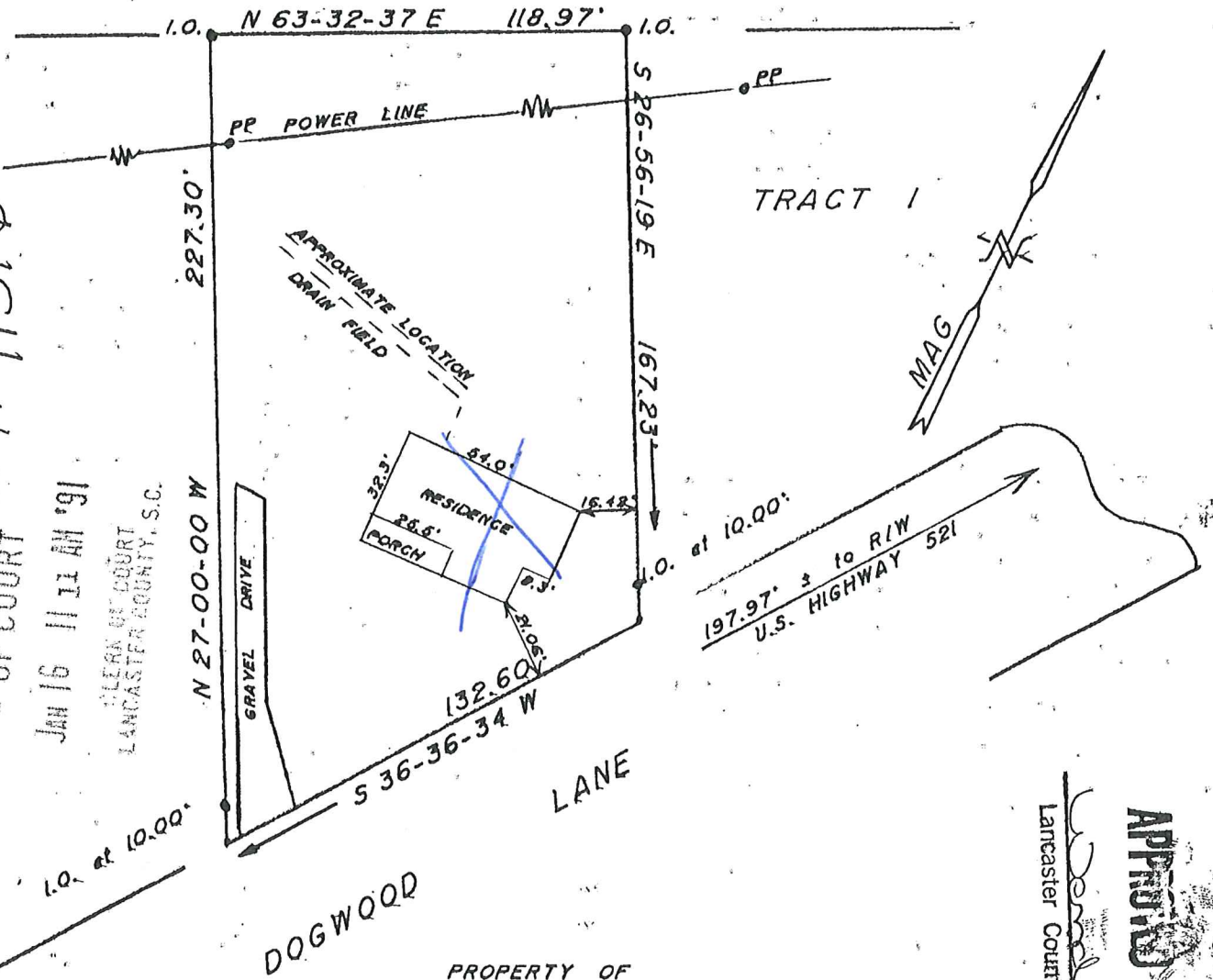


U.S. HWY. #521

FILED  
OFFICE OF CLERK  
OF COURT

JAN 16 11 11 AM '91

CLERK OF COURT  
LANCASTER COUNTY, S.C.



DOGWOOD LANE

DOGWOOD

PROPERTY OF

DARWIN LEWIS ROSSI

LOCATED IN INDIAN LAND TOWNSHIP

LANCASTER COUNTY, S.C.

JANUARY 3, 1991

APPROVED FOR RECORDING  
Lancaster County Planning Commission

THIS PROPERTY IS DESIGNATED AS TRACT 2 ON PLAT OF ROBERT E. LEE  
PREPARED BY RICHARD D. WOOTEN ON AUGUST 12, 1987.

SCALE: 1" = 50'



On this date a survey was made of the property shown hereon. No encroachments or projections onto the property were found except as shown. The ratio of precision of the field survey is 1/ 10,000. This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map and found that the above described IS NOT located in a special flood hazard area.

J. B. Fisher

S.C.R.L.S. 4179  
1470 Ebenezer Road  
Rock Hill, S.C. 29730





2019002923

DEED	
RECORDING FEES	\$10.00
STATE TAX	\$130.00
COUNTY TAX	\$55.00
PRESENTED & RECORDED:	
03-04-2019 11:07 AM	
JOHN LANE	
REGISTER OF DEEDS	
LANCASTER COUNTY, SC	
By: CANDICE PHILLIPS DEPUTY	
BK:DEED 1214	
PG:35-36	

Auditor, Lancaster County, SC

*Jessie D. Hunter Wallace*

Return to:  
LANDO LAW FIRM, LLC  
6277-600 Carolina Commons Drive  
PMB #210  
Indian Land, SC 29707

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT on March 1, 2019, **Ella J. Rossi** ("GRANTOR") in the State and County aforesaid, for and in consideration of the sum of **Fifty Thousand and 00/DOLLARS (U.S.) (\$50,000.00)** to it in hand paid at and before the sealing of these presents by **Judy P. Anderson, in fee simple**, ("GRANTEE"), of 602 Fairway Dr., Fort Mill, S.C. 29715 in the State aforesaid for which the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said GRANTEE, his heirs and assigns, forever, in fee simple, the following described real property, to wit:

All that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Lancaster, Indian Land Township on Dogwood Lane and being designated as Tract 2 of the Robert E. Lee property and according to a survey thereof prepared by J.B. Fisher, R.L.S. dated January 3, 1991 and recorded as Plat No. 11316 having the following courses and distances, to wit:

BEGINNING at an iron pin at edge of right of way of Dogwood Lane; which iron pin is located approximately 197.97 feet from the right of way of U.S. Highway 521; thence along edge of right of way of Dogwood Lane S36-36-34W 132.60 feet thence N27-00-00W 227.30 feet to an iron pin; thence N63-32-37E 118.97 feet to an iron pin; thence S26-56-19E 167.23 feet to the point of beginning.

DERIVATION: This being the identical property conveyed to Ella J. Rossi by the Estate of Darwin Lewis Rossi, Case # 2016ES2900292, dated February 21, 2019 and recorded February 25, 2019 in Deed Book 1212 at Page 189 in the Office of the Clerk of Court for Lancaster County, South Carolina.

Property Address: 126 Dogwood Trail Lane, Indian Land, SC 29707

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said GRANTEE his heirs and assigns, forever, in fee simple.

AND, the GRANTOR does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said GRANTEE, his heirs and assigns, forever, in fee simple, against its Successors and Assigns, and all persons whomsoever now and hereafter lawfully claiming, or to claim the same or any part thereof.

WITNESS Grantor's hand and Seal this 27<sup>th</sup> day of February, 2019.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Sharon Brown

Signature 1<sup>st</sup> Witness

Sarah Wheaton

Signature 2<sup>nd</sup> Witness &/or Notary Public

GRANTOR:

Ella J. Rossi

Ella J. Rossi

STATE OF Pennsylvania )

COUNTY OF Susquehanna )

ACKNOWLEDGMENT

I, the undersigned Notary Public do certify Ella J. Rossi personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 27<sup>th</sup> day of February, 2019.

Sharon Brown

1<sup>st</sup> Witness – same as above

Sarah Wheaton

Notary Signature

Notary Public for State of Pennsylvania

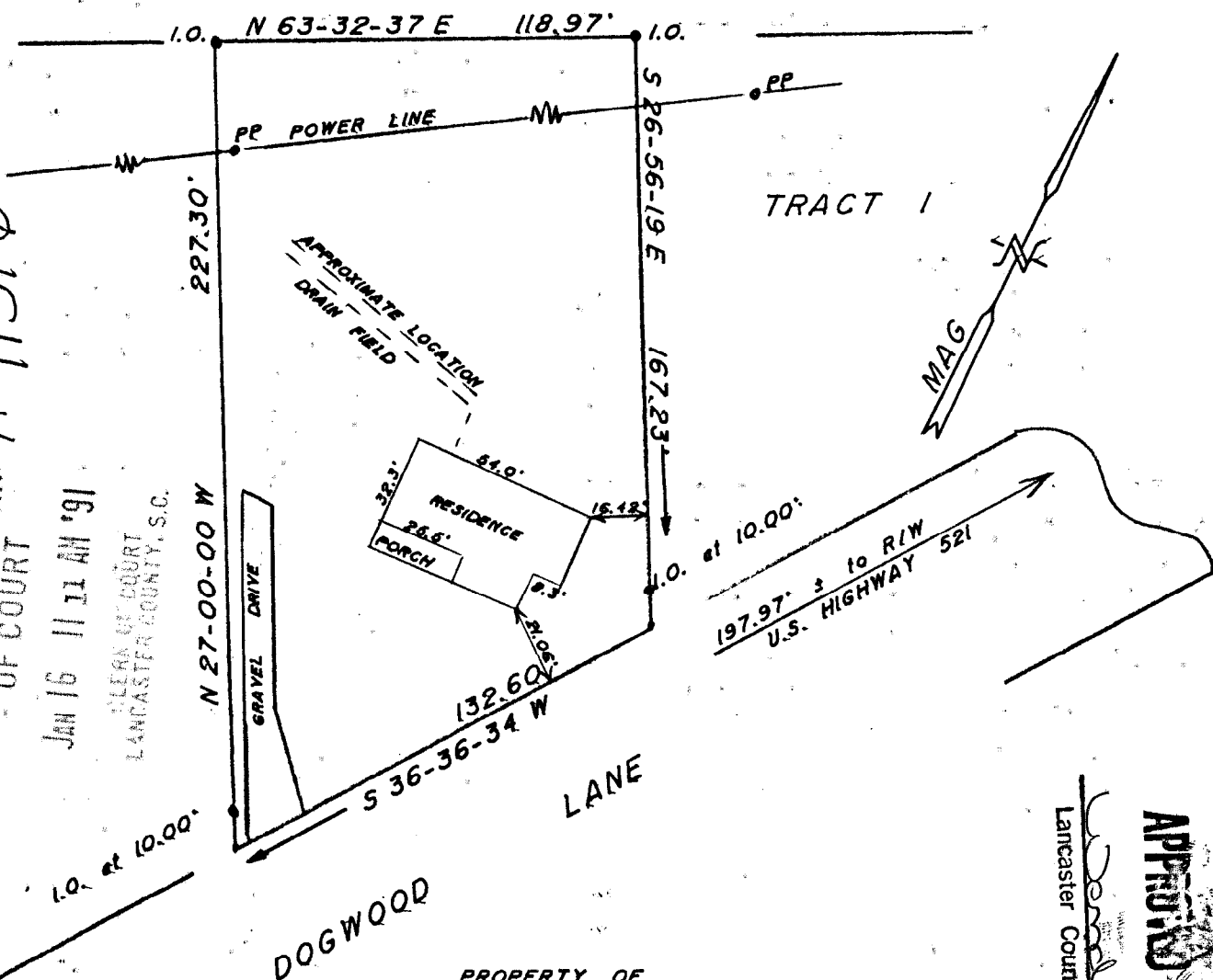
My Commission Expires: Dec 29, 2022

Commonwealth of Pennsylvania - Notary Seal  
SARAH WHEATON - Notary Public  
Susquehanna County  
My Commission Expires Dec 29, 2022  
Commission Number 1259622

FILED  
OFFICE OF CLERK # 11316  
OF COURT

JAN 16 11 11 AM '91

CLERK OF COURT  
LANCASTER COUNTY, S.C.



PROPERTY OF  
**DARWIN LEWIS ROSSI**

LOCATED IN INDIAN LAND TOWNSHIP

LANCASTER COUNTY, S.C.

JANUARY 3, 1991

Lancaster County Planning Commission

APPROVED FOR RECORDING

THIS PROPERTY IS DESIGNATED AS TRACT 2 ON PLAT OF ROBERT E. LEE  
PREPARED BY RICHARD D. WOOTEN ON AUGUST 12, 1987.

SCALE: 1" = 50'



On this date a survey was made of the property shown hereon. No encroachments or projections onto the property were found except as shown. The ratio of precision of the field survey is 1/ 10,000. This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map and found that the above described IS NOT located in a special flood hazard area.

J B Miles

S.C.R.L.S. 4179  
1470 Ebenezer Road  
Rock Hill, S.C. 29730

## Agenda Item Summary

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Ordinance # / Resolution #: NRN-2023-2146 Elite Avenue

Contact Person / Sponsor: J. Bryan

Department: Planning

Date Requested to be on Agenda: 3/7/2024

**Points to Consider:**

Applicant will submit a revised application with signature of KFC property owner.

**ATTACHMENTS:**

Description	Upload Date	Type
Application	3/6/2024	Exhibit
Location Map	3/6/2024	Exhibit
KFC Easement Agreement	3/6/2024	Exhibit





PLANNING COMMISSION  
PO BOX 1809  
Lancaster, SC 29721  
Phone: (803) 285-6005  
Fax: (803) 285-6007

\*\*\*\*NEW ROAD NAME/CHANGE APPLICATION\*\*\*\*

**Please note:** A fee of \$250.00 must be submitted with this application before it will be processed. Incomplete applications will be returned. The \$250.00 fee includes the cost of one road sign. New roads requiring more than one sign will require the \$250.00 fee plus \$50.00 for each additional sign.

Please provide the following **applicant** information as completely and accurately as possible.

Date of Application: 12/06/2023

Name: Gopalakrishna Kesineni Address: 197 Barclay Dr

City, State, Zip Code: Waxhaw, NC, 28173

Telephone (H): 916-293-1590 Telephone (W) or (Cell): 916-293-1590

Please provide the following **new road name** information as completely and accurately as possible.

Location of new road: A private road from Lengers Way and it is back of KFC and QT

Road name as it exists now (if applicable): \_\_\_\_\_

Proposed new road name (1<sup>st</sup> choice): Elite Avenue

Proposed new road name (2<sup>nd</sup> choice): \_\_\_\_\_

Will this be a private road? Yes ☒ NO ☐


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

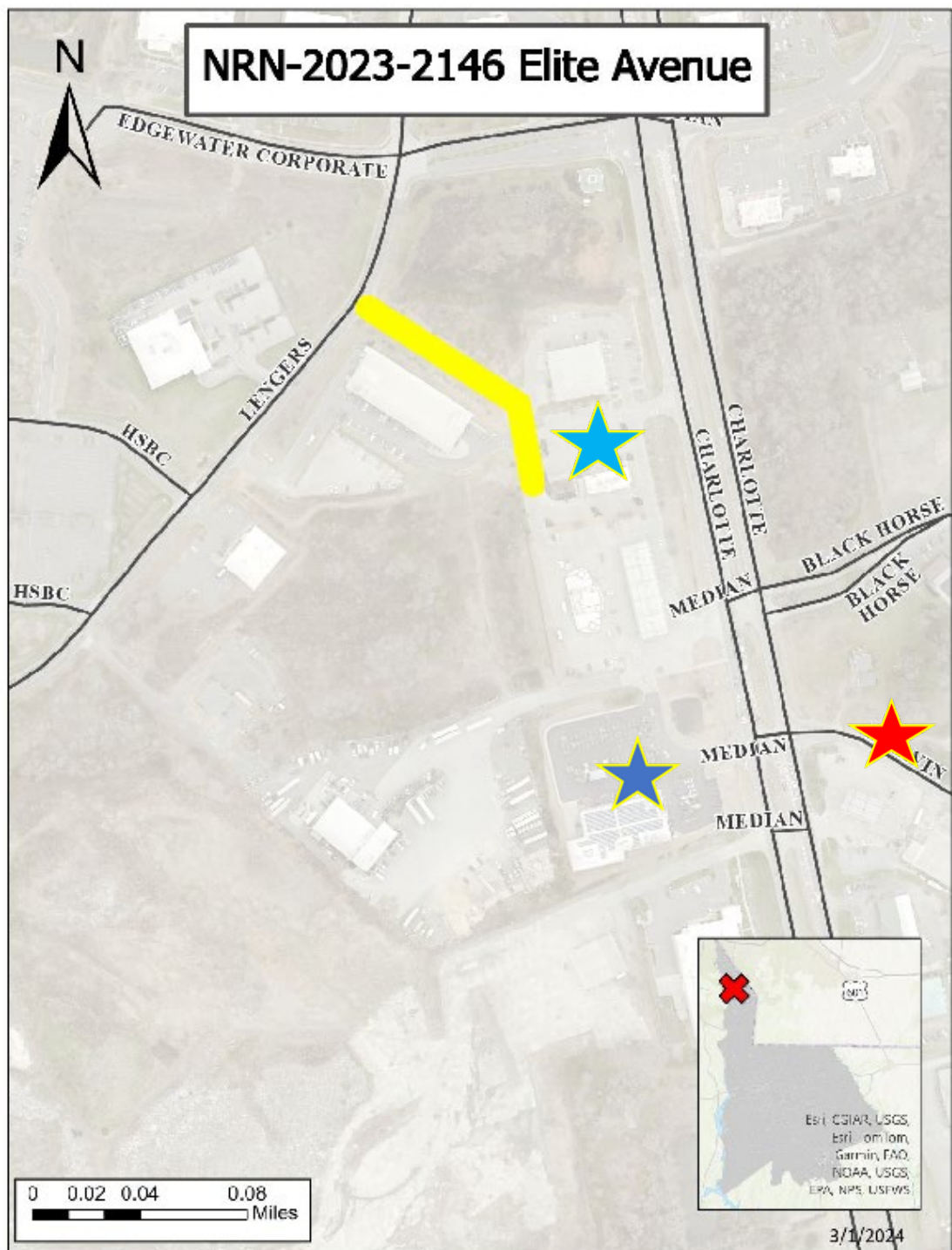
Yes ☐ NO ☒

Please attach the following items to this application:

\*A map to approximate scale depicting the location of the new road.

\*A petition signed by at least 75% of the property owners with parcels having **frontage** on the affected road.

Signature of Applicant: 



Subject Property

**Proposal:**  
Naming Driveway Access



KFC Indian Land

Pleasant Valley Baptist Church

Aldi Grocery IL



2012017218  
EASEMENT  
RECORDING FEES \$34.00  
PRESENTED & RECORDED:  
12-21-2012 02:36 PM  
JOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC  
By: JOHN LANE REGISTER  
BK: DEED 705  
PG: 194-221

Prepared by QuikTrip Corporation  
When recorded, return to:  
Daniel R. Visalli  
Swindell Law, PLLC  
227 W. Trade Street, Suite 2030  
Charlotte, NC 28202

**STATE OF SOUTH CAROLINA**

**COUNTY OF LANCASTER**

**Store #1048**

**RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement"), is executed to be effective as of the 20<sup>th</sup> day of December, 2012, by and between **INDIAN LAND KFC PROPERTY, LLC**, a South Carolina limited liability company ("Grantor," and also being an "Owner"), and **QUIKTRIP CORPORATION**, an Oklahoma corporation ("QuikTrip," and also being an "Owner").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of that certain tract of land described in Exhibit A attached hereto and incorporated herein, said property being hereinafter referred to as the "Grantor Property"; and

**WHEREAS**, QuikTrip is the fee owner of that certain tract of land described in Exhibit B, attached hereto and incorporated herein, said property being hereinafter referred to as the "QuikTrip Property" (the QuikTrip Property and the Grantor Property are sometimes individually referred to herein as a "Parcel"); and

**WHEREAS**, Grantor intends to grant to QuikTrip and the QuikTrip Property easements across the Grantor Property for the purpose of ingress and egress to and from **Charlotte Highway/Hwy 521 and Lengers Way**, all as shown on Exhibit C and more particularly described in Exhibit C (Part 2) attached hereto and incorporated herein by this reference; and

**WHEREAS**, QuikTrip intends to grant to Grantor and the Grantor Property easements across the QuikTrip Property for the purpose of ingress and egress to and from **Charlotte Highway/Hwy 521**, all as shown on Exhibit C-2 and more particularly described in Exhibit C-2 (Part 2) attached hereto and incorporated herein by this reference; and

**WHEREAS**, Grantor intends to grant to QuikTrip and the QuikTrip Property a sanitary sewer easement over, under, across, and upon those portions of the Grantor Property shown on Exhibit D attached hereto and incorporated herein by this reference, for the installation, use, maintenance and repair of a sanitary sewer line located or to be located within the sewer easement area; and

**WHEREAS**, Grantor intends to grant to QuikTrip and the QuikTrip Property a temporary construction easement on the Grantor Property to facilitate construction of the access roads and other improvements located or to be located on the QuikTrip Property, as shown on Exhibit E attached hereto and incorporated herein by this reference; and

**WHEREAS**, Grantor and QuikTrip wish to provide for the allocation of certain cost and expenses which will be incurred in the development of the respective Parcels; and

**WHEREAS**, the continued use and maintenance of the easements granted and reserved herein will be beneficial to the Grantor Property and the QuikTrip Property.

**NOW, THEREFORE**, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called "Owner") intending to be legally bound do hereby agree as follows:

1. Grant of Easements by Grantor for the benefit of QuikTrip and the QuikTrip Property. Grantor hereby grants, bargains, sells and conveys to QuikTrip the following easements for the benefit of QuikTrip, the QuikTrip Property, QuikTrip's invitees,

customers, employees and agents, and, to the extent title to the QuikTrip Property is leased, transferred or assigned by QuikTrip, to its successors and assigns:

1.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through those portions of the Grantor Property shown with diagonal lines and labeled as "Access Easement #1 6,966 SQ. FT." and "Access Easement #2 6,455 SQ. FT." on Exhibit C (collectively, the "QuikTrip Access Easement") and more particularly described in Exhibit C (Part 2), said exhibit being attached hereto and incorporated herein by this reference, for the purpose of vehicular and pedestrian access, ingress and egress to and from the QuikTrip Property, the Grantor Property, Lengers Way and Charlotte Highway/Hwy 521. Notwithstanding anything to the contrary elsewhere herein, neither QuikTrip, nor any Owner, guest, invitee, occupant, or other user of the QuikTrip Property, may use the QuikTrip Access Easement for the passage of commercial vehicles having more than three (3) axles (including specifically fuel tanker trucks) over and across the portion of the Grantor Property encumbered thereby.

1.2 Sanitary Sewer Easement. A twenty foot (20') wide perpetual, non-exclusive sanitary sewer easement (the "QuikTrip Sanitary Sewer Easement") over, across, upon and under the area of the Grantor Property shown with diagonal lines and labeled as the "PROP. 20' SAN. SWR. ESMT." on Exhibit D (the "QuikTrip Sanitary Sewer Easement") and more particularly described upon Exhibit D-1, both exhibits being attached hereto and incorporated herein by this reference, for the purpose of installing (subject to the following paragraph), tying the QuikTrip Property into, using, maintaining, repairing and replacing a sanitary sewer line and related improvements (the "Sanitary Sewer Improvements") located or to be located within the QuikTrip Sanitary Sewer Easement. The Sanitary Sewer Improvements are more particularly described as an eight inch (8") gravity sanitary sewer line with multiple four foot (4') diameter manholes. The sanitary sewer service line shall have six inch (6") sanitary sewer cleanouts installed for the each parcel comprising the Grantor Property and QuikTrip Property and fronting on U.S. Highway 521. The Sanitary Sewer Improvements shall be installed and permitted to meet the Lancaster County Water and Sewer District standards and specifications dated/revised August 30, 2010 and the South Carolina Department of Health and Environmental Control Standards for Wastewater Facilities Construction (R.61-67) dated May 24, 2002.

If Grantor commences construction of the improvements to be constructed on its Parcel prior to QuikTrip commencing construction on its Parcel, then Grantor shall install, construct, and complete the Sanitary Sewer Improvements, and stub out, with an invert elevation of no greater than 645 feet, the sanitary sewer line at the common boundary between the

Parcels as shown upon Exhibit D. If QuikTrip commences construction of the improvements to be constructed on its Parcel prior to Grantor commencing construction on its Parcel, then QuikTrip shall install, construct, and complete the Sanitary Sewer Improvements, and stub out, with an invert elevation of no greater than 645 feet, the sanitary sewer line at the common boundary between the Parcels as shown upon Exhibit D. The party commencing construction of the Sanitary Sewer Improvements shall complete the same within one hundred twenty (120) days from the recordation hereof, failing which the party shall not be deemed in default but the other party may, at its election but not obligation, take over and complete the construction of the Sanitary Sewer Improvements. Grantor and QuikTrip shall split the cost of the construction of the Sanitary Sewer Improvements equally. Upon a party constructing the Sanitary Sewer Improvements or any part thereof, it shall provide the other party with notice of its completion thereof and reasonable evidence of the costs incurred by it in connection therewith, and the party receiving such notice shall reimburse the party providing notice one-half (1/2) of such costs within forty-five (45) days of the notice date. A constructing party shall only be entitled to reimbursement one (1) time, and shall accordingly submit its request for reimbursement (a) upon completion of the Sanitary Sewer Improvements, if it completes them in totality, or (b) upon completion of that portion completed by it, if the other party has opted to complete the remainder of the Sanitary Sewer Improvements pursuant to the foregoing paragraph. Upon dedication to and acceptance by the Lancaster County Water and Sewer District or other appropriate governmental entity of the Sanitary Sewer Improvements, the QuikTrip Sanitary Sewer Easement shall automatically terminate, and the parties shall have no further obligation to maintain the Sanitary Sewer Improvements.

1.3 Temporary Construction Easement. A thirty foot (30') wide, non-exclusive, temporary easement (the "QuikTrip Temporary Construction Easement") on, over, upon, across, and through those portions of the Grantor Property shown with diagonal lines and labeled as the "Temporary Construction Easement 9,178 SQ. FT." on Exhibit E (the "QuikTrip Temporary Construction Easement") and more particularly described upon Exhibit E-1, both exhibits being attached hereto and incorporated herein by this reference, for use for normal construction activities while constructing improvements upon the QuikTrip Property. The QuikTrip Temporary Construction Easement herein granted shall automatically terminate, without any further action by either party, upon the earlier of (i) the completion of the construction of the improvements upon the QuikTrip Property, or (ii) the date which is three hundred thirty (330) days from the recordation hereof. Nothing contained herein shall be deemed to prohibit Grantor from improving that portion of the Grantor Property encumbered by the QuikTrip Temporary Construction Easement

in conjunction with Grantor's development of the Grantor Property, and, should QuikTrip, or its agents or contractors, damage any such improvements which are now or hereafter located within the QuikTrip Temporary Construction Easement area, then QuikTrip shall promptly, and at its sole expense, repair any such damage and restore such improvements to at least the condition they were in prior to such damage occurring.

2. Grant of Easement by QuikTrip for the benefit of Grantor and the Grantor Property. QuikTrip hereby grants, bargains, sells and conveys to Grantor the following easement for the benefit of Grantor, the Grantor Property, Grantor's invitees, customers, employees and agents, and, to the extent title to the Grantor Property is leased, transferred or assigned by Grantor, to its successors and assigns:

2.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through those portions of the QuikTrip Property shown with diagonal lines and labeled as "Access Easement 18,016 SQ. FT." on Exhibit C-2 (the "Grantor Access Easement") and more particularly described in Exhibit C-2 (Part 2), such exhibit being attached hereto and incorporated herein by this reference, for the purpose of vehicular and pedestrian access, ingress and egress to and from the Grantor Property, the QuikTrip Property and U.S. Highway 521 and for the purpose of utilizing the curb cuts, driveways and related amenities located or to be located within the Grantor Access Easement.

3. Cost and Expenses for Construction of Certain Improvements.

3.1 Initial Construction of Access Improvements. QuikTrip, as part of QuikTrip's development of the QuikTrip Property and at QuikTrip's sole cost and expense, shall construct that portion of the Access Improvements shown upon Exhibit F as located within the Grantor Access Easement upon the QuikTrip Property. Grantor, as part of Grantor's development of the Grantor Property and at Grantor's sole cost and expense, shall construct that portion of the Access Improvements shown upon Exhibit F as located within the QuikTrip Access Easement upon the Grantor Property. QuikTrip and Grantor agree to complete the Access Improvements by the date which is three hundred thirty (330) days from the date of recordation hereof. In the event that Grantor fails to complete the construction of that portion of the Access Improvements located within the QuikTrip Access Easement within the 330-day period set forth above, QuikTrip shall have the option, but not the obligation, to complete such portion of the Access Improvements (and in such event shall complete the same to Grantor's and Kentucky Fried Chicken's specifications), and to be reimbursed by Grantor for its costs and expenses incurred in connection therewith. Likewise, in the event that QuikTrip fails to complete the

construction of that portion of the Access Improvements located within the Grantor Access Easement within the 330-day period set forth above, Grantor shall have the option, but not the obligation, to complete such portion of the Access Improvements (and in such event shall complete the same to QuikTrip's specifications), and to be reimbursed by QuikTrip for its costs and expenses incurred in connection therewith. The "Access Improvements" are defined as the drive aisles, curbing, guttering, and other related improvements shown as to be constructed upon the Parcels and labeled and designated as the "Access Improvements" upon Exhibit F, attached hereto and incorporated herein by this reference.

**3.2 Responsibility for Costs and Expenses of Maintenance after Completion of Initial Construction.** Each of the Owners agrees to maintain in good condition and working order that portion of the Access Improvements located on any portion of such Owner's Parcel, at such Owner's expense, except that the Access Improvements shall not be altered, changed or modified (except for routine maintenance, repair, and replacement, to the extent necessary) without the prior written consent of both QuikTrip and Grantor, such consent to not be unreasonably withheld so long as the proposed modifications would not materially impair or impede the use of the QuikTrip Access Easement or the Grantor Access Easement by either party. Until the same are accepted into the public system by the Lancaster County Water and Sewer District, Grantor shall maintain the Sanitary Sewer Easements following their completion, and QuikTrip shall reimburse Grantor for one-half (1/2) of the cost thereof on an annual basis within forty-five (45) days of written request (which request shall be accompanied by reasonable evidence of the costs incurred by Grantor in association therewith).

**3.3 Other Construction Obligations.** Any work performed pursuant to this Agreement shall be performed, and all easement areas encumbered by the easements created by this Agreement (unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations, permits and ordinances. Any damage occasioned by work performed pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of the Owner causing the damage. Each Owner shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment), shall allow no lien to arise or be claimed against the Parcel of the other by virtue of any such work, and cause to be promptly discharged (within thirty days of the filing thereof) any lien affecting another Owner's Parcel arising from or relating to such work, provided that, in the event that an Owner has a good faith dispute as to work performed for which a lien is filed (the "Disputing Owner"), then the Disputing Owner may in good faith contest, by proper legal actions or proceedings, any such lien or

encumbrance, provided that at the time of commencement of any such action or proceeding, and during the pendency thereof (i) such contest operates to suspend collection of the contested amounts and is maintained and prosecuted with diligence; (ii) none of the Owner's Parcel would be subject to forfeiture, foreclosure of the lien, or loss or any lien by reason of the institution or prosecution of such contest; and (iii) the Disputing Owner shall promptly pay or discharge such contested amounts and all additional charges, interest, penalties and expenses if any, and shall deliver to the other Owner evidence acceptable to the other Owner of such compliance, payment or discharge, if such contest is terminated or discontinued adversely to the Disputing Owner. No work done by an Owner on another Owner's Parcel shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the other Owner's Parcel.

3.4 Restoration of Easement Areas. Upon the completion of any work, the Parcel upon which such work was performed shall be restored to a substantially similar condition that existed prior to such work, except to the extent that such Parcel has been maintained or improved as a result of such work.

4. Legal Descriptions. QuikTrip and Grantor agree that any party hereto may, at its sole cost and expense, have prepared by a South Carolina registered surveyor a survey showing the legally sufficient metes and bounds description of any of the easement areas described herein, for the purpose of replacing the descriptions attached to this Agreement (to the extent that metes and bounds descriptions are not attached hereto for all of the easement areas). Upon the completion of such descriptions, the party hiring the surveyor shall deliver two (2) copies of such survey and descriptions to the other party for review and approval, which approval shall not be unreasonably withheld or delayed. Thereafter, upon approval of the other party, the party having caused such survey(s) to be prepared may record the same in the Lancaster County real estate records, together with notice of the purpose thereof, and the same, as to the easement areas depicted thereon for which metes and bounds are given, shall replace the descriptions of the easement areas attached hereto.

5. Reciprocal Indemnity. Each of the parties hereto hereby agree to indemnify and hold each other, and each other's insurers, principals, members, employees, contractors, and invitees, harmless from any loss, cost, claim, cause of action, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein.

6. Time of the Essence. Time is of the essence of this Agreement.



7. Ownership.

7.1 Warranty of Title. Grantor covenants and warrants that it is the owner in fee simple of the Grantor Property and that it has a good and lawful right to convey the easements granted by it herein unto QuikTrip. QuikTrip covenants and warrants that it is the owner in fee simple of the QuikTrip Property and has a good and lawful right to convey the easements granted by it herein unto Grantor. Each party and its successors and assigns hereby warrants and shall defend unto the other party, and its successors and assigns, the right and title to the easements conveyed by the party unto the other against the lawful claims of all persons claiming by, through or under Grantor or QuikTrip as the case may be.

7.2 Subordination of Liens. Each party hereto agrees that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon each party's respective property shall be subordinate and inferior to the easements created by this Agreement, and to the extent that any such mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, each party shall have all necessary parties execute the subordination agreement attached hereto as Exhibit X which shall be recorded in conjunction herewith.

8. Amendment. QuikTrip and Grantor hereby agree that only upon the written consent of all parties hereto (or their successors in title as to the Parcels) may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

9. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

10. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person,

entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

11. Binding Effect; Dedication; Appurtenance. This Agreement shall be binding upon and inure to the benefit of Grantor, QuikTrip and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Grantor Property, and the QuikTrip Property and shall run with title to, and be appurtenant to, such Parcels. As such, each Owner shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner hold fee simple title to a Parcel or portion thereof. Upon conveyance of a Parcel or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. Upon the conveyance or dedication of any of the easements created hereunder, the facilities located therein, and the real property burdened thereby, to the appropriate governmental authority, such governmental authority shall take title to any property so conveyed or dedicated free and clear of any obligations, duties, indemnities, liabilities and responsibilities created by this Agreement.

12. Notices. All notices required under this Agreement shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

**GRANTOR:**

INDIAN LAND KFC PROPERTY, LLC  
816 Mill Street  
Camden, South Carolina 29020  
Attn: Ashley Page  
Tel: (803) 713-4150  
Fax: \_\_\_\_\_

**QUIKTRIP:**

QuikTrip Corporation  
3701 Arco Corporate Dr., Suite 150  
Charlotte, North Carolina 28273  
Attn: Director of Real Estate  
Fax: (704) 588-6496

with a copy to:

QuikTrip Corporation  
P.O. Box 3475, Tulsa, Oklahoma 74101  
or, 4705 S. 129<sup>th</sup> E. Ave., Tulsa, Oklahoma 74134-7008  
Attn: General Counsel  
Fax: (918) 615-7301

13. Remedies. In the event any Owner fails to perform the maintenance, repair or other work required by this Agreement or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting Owner(s) may notify the defaulting Owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then the non-defaulting Owner(s) shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting Owner. If the failure to perform or breach is regarding the maintenance of easements and such maintenance cannot reasonably be performed within a thirty-day period, then the non-defaulting Owner(s) shall have the right to perform the maintenance (even if such work must be undertaken on the defaulting Owner's Parcel) after a reasonable amount of time has passed after notifying the defaulting Owner, and recover all costs and expenses related thereto, including court costs and attorneys' fees, from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Parcel, no notice shall be required prior to the non-defaulting Owner(s) commencing such work or commencing a cure. Any amounts due and payable to an Owner pursuant to this Agreement shall be paid within thirty (30) days from the date the other Owner is notified of the amounts due (or within such longer period as is allowed by this Agreement). Any amounts not paid when due shall bear interest at a rate equal to the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate of interest permitted by law. The reimbursement obligations of each Owner under Sections 1.2, 3.1 and 3.2 of this Agreement shall constitute a lien and charge upon the Parcel of the Owner, and an Owner requesting reimbursement, when not reimbursed by the other Owner as provided by this Agreement, may file a notice and claim of lien upon the Parcel of the Owner failing to so reimburse, which lien may be foreclosed in like manner to a mortgage. No Owner may file or claim a lien upon the Parcel of the other except expressly provided in the foregoing sentence. Notwithstanding the foregoing or any other term herein, the liens created by this section shall in all instances be subordinate and junior to the lien of any bona fide first mortgage upon a Parcel, regardless of when such mortgage is recorded.

14. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person

or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

15. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which together shall be deemed an original.

16. Attorneys' Fees. In any cause of action arising hereunder or relating hereto, the non-prevailing party shall bear and pay the reasonable actual attorneys' fees and costs incurred by the prevailing party in connection therewith.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

GRANTOR:

INDIAN LAND KFC PROPERTY, LLC

Witness 1: [Signature]

Witness 2: [Signature]

By: [Signature]  
Name: Minnie Outlaw  
Title: President

STATE OF South Carolina )  
COUNTY OF York )

ss.

This instrument was acknowledged before me on this 21st day of November, 2012, by Minnie Outlaw, as President of Indian Land KFC Property, LLC on behalf of the partnership.

My commission expires:  
11/17/2014

[Signature]  
Notary Public  
for SC

QUIKTRIP EXECUTION

Signature page For QT Store # 1048 REA with Indian Land KFC Property, LLC

QUIKTRIP:

QUIKTRIP CORPORATION

Witness 1: John Lue

Witness 2: Shirley Rios

By: Kelly P. Vaughan  
Kelly P. Vaughan  
Director of Real Estate

STATE OF North Carolina )

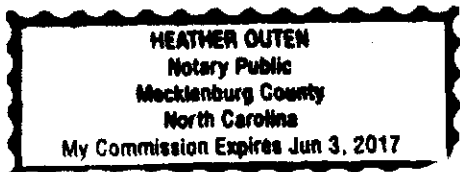
COUNTY OF Mecklenburg )

ss.

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Kelly P. Vaughan, Director of Real Estate of QuikTrip Corporation, an Oklahoma Corporation, on behalf of said corporation.

Date: 11-21-12

Heather Outen  
Printed or Typed Name: Heather Outen  
Notary Public



My commission expires: 6-3-17

[Official Stamp/Seal]

Exhibit A  
"Grantor Property"

ALL those certain pieces, parcels, or tracts of land lying along or near U.S. Highway 521, in or near Indian Land Township, Lancaster County, South Carolina, shown as "Tract 1" and "Tract 2", containing, respectively, 2.156 acres, more or less, and 1.584 acres, more or less, on that certain plat of survey prepared by David W. Weirich, SCPLS, of ESP Associates, PA, for Outlaw Enterprises, Inc., entitled "RECOMBINATION/SUBDIVISION PLAT OF TRACTS 1 AND 2 BEING A PORTION OF TAX PARCEL 0008-00-026.00 AND TAX PARCEL 0008-00-061.04 BEING 2.328 ACRES (TOTAL)", dated November 20, 2012, revised December 13, 2012, and recorded in Plat Book 2012, at Page 594, in the Lancaster County, South Carolina, real estate records, reference to which plat is hereby made for a more complete and accurate description of the within described property.



Exhibit B  
"QuikTrip Property"

That certain tract or parcel of land situated, lying and being in Indian Land Township, Lancaster County, State of South Carolina and being more particularly described as follows:

BEGINNING at a point in the right-of-way of Highway 521 (a variable width R/W), said point being the northeast corner of the Aldi inc. LLC property as described in Deed Book 510, Page 32, Lancaster County Registry; Thence with the northerly line of said Aldi inc. LLC property South 77°02'25" West a distance of 357.52 feet (passing an existing iron rod on the westerly margin of said Highway 521 at 50.01 feet, and an existing iron rod at 67.21 feet) to a new iron; Thence with a new line for the following two (2) courses and distances:

- 1) North 11°40'20" West a distance of 360.00 feet to a new iron rod;
- 2) North 77°02'25" East a distance of 306.00 feet to a new iron rod on the westerly margin of said Highway 521;

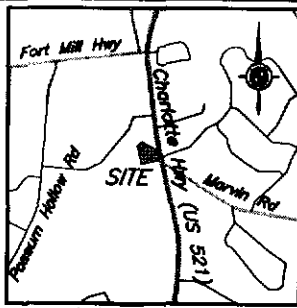
Thence with the said westerly margin of Highway 521 for the following two South 13°11'04" East a distance of 56.88 feet to an existing 3/4" iron rod; Thence leaving said westerly margin of Highway 521 S 57°09'59" E a distance of 70.11 feet to a point in the right-of-way of said Highway 521; Thence within said right-of-way of said Highway 521 S 11°40'20" E a distance of 252.84 feet to the point of BEGINNING, having an area of 124,530 square feet or 2.8588 acres, as shown on a survey prepared by R. B. Pharr & Associates, P.A. dated May 18th, 2012 (map file W-4187) and recorded in the Lancaster County, South Carolina, real estate records in Plat Book 2012, at Page 595, reference to which plat of survey is hereby made.

HAVING BEEN CONVEYED TO QUIKTRIP BY YOUNG FAMILY ENTRPRISES, LLC.

Exhibit C  
“QuikTrip Access Easement”  
Access Easement Depiction

[SEE ATTACHED DRAWING ENTITLED “EXHIBIT C-1 ACCESS EASEMENT”  
PREPARED BY R.B. PHARR AND ASSOCIATES, P.A.]

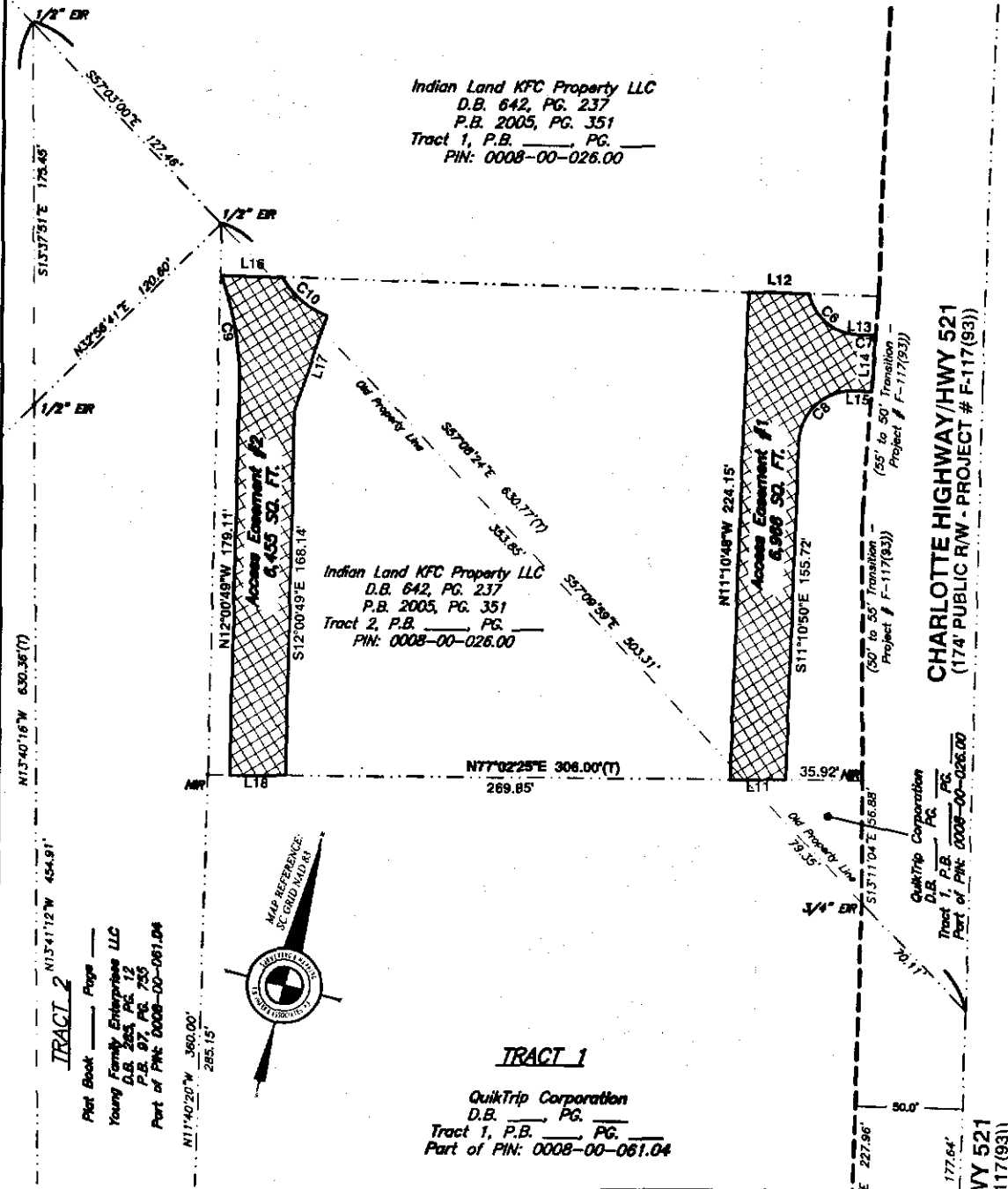
# EXHIBIT C



VICINITY MAP - NTS

LINE	BEARING	DISTANCE
L11	S77°02'25"W	26.01'
L12	N78°25'03"E	28.13'
L13	N78°28'10"E	5.07'
L14	S09°02'38"E	26.24'
L15	S78°28'10"W	9.77'
L16	N78°25'03"E	28.48'
L17	S08°03'54"W	46.01'
L18	S77°02'25"W	26.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C6	24.00'	31.68'	29.43'	S63°45'11"E
C7	29.00'	3.53'	3.52'	N74°57'09"E
C8	24.39'	36.82'	33.42'	N33°06'28"E
C9	137.00'	51.98'	51.67'	S22°53'02"E
C10	39.00'	28.25'	27.64'	S63°10'57"E



**EXHIBIT C CONTINUED (PART 2)**  
**DESCRIPTION OF QUIKTRIP ACCESS EASEMENT AREAS**

Those certain areas or portions of the Grantor Property described as follows:

**Access Easement #1**

**COMMENCING** at a new iron rod on the westerly margin of Highway 521 (a variable width public right-of-way), said point being the northeast corner of Tract 1, as shown on Subdivision of QuikTrip Store 1048, as recorded in Plat Book 2012, Page 595, Lancaster County real estate records, and the southeast corner of Tract 2, Plat of Tracts 1 and 2 being a portion of Tax Parcel 0008-00-026.00 and Tax Parcel 0008-00-061.04, as recorded in Plat Book 2012, Page 594, aforesaid records (the "Plat"); Thence along the common line of said Tracts 1 and 2 S 77°02'25" W a distance of 35.92 feet to the **POINT OF BEGINNING**; Thence continuing with said common line S 77°02'25" W a distance of 26.01 feet to a point; Thence with a new line within said Tract 2 (as said Tract 2 is shown on the Plat), for the following nine (9) courses and distances:

- 1) N 11°10'48" W a distance of 224.15 feet to a point on the southerly line of Tract 1 (as said Tract 1 is shown on the Plat);
- 2) with said southerly line of Tract 1 N 78°25'03" E a distance of 28.13 feet to a point of curvature;
- 3) with a curve turning to the left having a radius of 24.00 feet and an arc length of 31.68 feet (chord bearing of S 63°45'11" E and a chord length of 29.43 feet) to a point;
- 4) N 78°26'10" E a distance of 5.07 feet to a point of curvature;
- 5) with a curve turning to the left having a radius of 29.00 feet and an arc length of 3.53 feet (chord bearing of N 74°57'09" E and a chord length of 3.52 feet) to a point on the westerly margin of Highway 521;
- 6) with said westerly margin of Highway 521 S 09°02'38" E a distance of 26.24 feet to a point;
- 7) leaving said westerly margin of Highway 521 S 78°26'10" W a distance of 9.77 feet to a point of curvature;
- 8) with a curve turning to the left having a radius of 24.39 feet and an arc length of 36.82 feet (chord bearing of S 33°06'28" W and a chord length of 33.42 feet) to a point;
- 9) S 11°10'50" E a distance of 155.72 feet to the **POINT OF BEGINNING**;

having an area of 6,966 square feet or 0.1599 acre, as shown on an Exhibit prepared by R. B. Pharr & Associates, p.a. dated December 12th, 2012, bearing Job No. 79036, and being shown thereon as "Access Easement #1 6,966 SQ. FT."

AND:

**Access Easement #2**

**COMMENCING** at a new iron rod on the westerly margin of Highway 521 (a variable width public right-of-way), said point being the northeast corner of Tract 1, as shown on

Subdivision of QuikTrip Store 1048, as recorded in Plat Book 2012, Page ~~595~~, and the southeast corner of Tract 2 (as said Tract 2 is shown on the Plat); Thence along the common line of said Tracts 1 and 2 S 77°02'25" W a distance of 269.85 feet to the **POINT OF BEGINNING**; Thence continuing with said common line S 77°02'25" W a distance of 26.00 feet to a point; Thence with a new line within said Tract 2 (as said Tract 2 is shown on the Plat) for the following six (6) courses and distances:

- 1) N 12°00'49" W a distance of 179.11 feet to a point of curvature;
- 2) with a curve turning to the left having a radius of 137.00 feet and an arc length of 51.98 feet (chord bearing of N 22°53'02" W and a chord length of 51.67 feet) to a point on the southerly line of Tract 1 (as said Tract 1 is shown on the Plat);
- 3) with said southerly line of Tract 1 N 78°25'03" E a distance of 28.49 feet to a point of curvature;
- 4) with a curve turning to the left having a radius of 39.00 feet and an arc length of 28.25 feet (chord bearing of S 63°10'57" E and a chord length of 27.64 feet) to a point;
- 5) S 06°03'54" W a distance of 46.01 feet to a point;
- 6) S 12°00'49" E a distance of 168.14 feet to the **POINT OF BEGINNING**;

having an area of 6,455 square feet or 0.1482 acre, as shown on an Exhibit prepared by R. B. Pharr & Associates, p.a. dated December 12th, 2012, bearing Job No. 79036, and being shown thereon as "Access Easement #2 6,455 SQ. FT.".

Exhibit C-2  
"Grantor Access Easement"  
Access Easement Depiction

[SEE ATTACHED DRAWING ENTITLED "EXHIBIT C-2 ACCESS EASEMENT"  
PREPARED BY R.B. PHARR AND ASSOCIATES, P.A.]

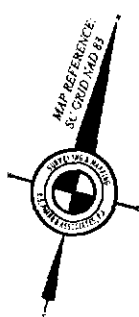


A map showing the location of the site. The site is marked with a small black square and labeled "SITE". It is located near the intersection of Charlotte Hwy (US 521) and Marvin Rd. Other roads shown include Fort Mill Hwy, Possum Hollow Rd, and a road labeled "Rd". A north arrow is present in the upper right corner.

LINE	BEARING	DISTANCE
L1	S77°00'56"W	13.90'
L2	S11°40'20"E	40.01'
L3	N77°00'58"E	3.49'
L4	N76°59'08"E	29.50'
L5	N77°02'25"E	26.01'
L6	N12°59'04"W	13.55'
L8	S23°36'14"E	34.34'
L9	N12°59'04"W	16.00'
L10	N77°02'25"E	30.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	20.00'	31.42'	28.28'	S57°59'04"E
C2	30.00'	31.53'	30.10'	N46°54'28"E
C3	15.00'	23.56'	21.21'	S57°59'14"E
C5	75.00'	13.90'	13.88'	S18°17'39"E

VICINITY MAP - NTS



Indian Land KFC Property LLC  
D.B. 642, PG. 237  
P.B. 2005, PG. 351  
Tract 2, P.B. \_\_\_\_\_, PG. \_\_\_\_\_  
PIN: 0008-00-026.00

TRACT 2 N1341'12"W 454.91'

Plot Book \_\_\_\_\_ Page \_\_\_\_\_  
 Young Family Enterprises LLC  
 D.B. 283, PG. 12  
 P.B. 97, PG. 755  
 Part of P.M.: 0008-00-081.04

N 17° 40' 20" W    360.00'  
                        285.15'

TRACT 1

QuikTrip Corporation  
D.B. \_\_\_\_\_, PG. \_\_\_\_\_  
Tract 1, P.B. \_\_\_\_\_, PG. \_\_\_\_\_  
"Subdivision of QuikTrip Store 1048"  
Part of PIN: 0008-00-061.04

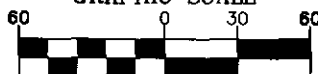
QuikTrip Corporation  
D.B. \_\_\_\_\_ PG. \_\_\_\_\_  
Tract 1, P.B. \_\_\_\_\_ PG. \_\_\_\_\_  
Part of PIN: 0008-00-061.03

ALDI INC. LLC  
D.B. 510, PG. 32  
P.B. 9830, PG. 0000  
PIN: 0008-00-061.02

**LEGEND:**

D.B. - DEED BOOK  
EIP - EXISTING IRON PIPE  
EIR - EXISTING IRON ROD  
EN - EXISTING NAIL  
P.B. - PLAT BOOK  
N.G.S. - NORTH CAROLINA GEODETIC SURVEY  
PG. - PAGE  
RW - RIGHT-OF-WAY  
PROPERTY LINE  
RIGHT-OF-WAY

### GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft

EXHIBIT C-2

## ACCESS EASEMENT

HIGHWAY 521  
 INDIAN LAND TOWNSHIP, LANCASTER COUNTY  
 SOUTH CAROLINA  
 DEED REFERENCE: 285, PAGE 12  
 PLAT REFERENCE: BOOK 97, PAGE 755  
 PART OF PIN: 0008-00-061.04

**R.B. PHARR AND ASSOCIATES, P.A.**  
SURVEYING AND MAPPING

420 HAWTHORNE LANE CHARLOTTE, N.C. 28204 TEL (704) 376-2186

CREW:	DRAWN:	REVISED:
RBP	NM	

SCALE:  
1" = 60'

DATE:  
DEC.

DATE: DEC. 12, 2012

JOB NO. 79036

EXHIBIT C-2 CONTINUED (PART 2)  
**DESCRIPTION OF QUIKTRIP ACCESS EASEMENT AREA**

That portion of the QuikTrip Property described as follows:

COMMENCING at a new iron rod on the westerly margin of Highway 521 (a variable width public right-of-way), said point being the northeast corner of Tract 1, as shown on Subdivision of QuikTrip Store 1048, as recorded in Plat Book 2012, Page 595 in the Office of the Clerk of Court for Lancaster County; Thence with the northerly line of said Tract 1 S 77°02'25" W a distance of 35.92 feet to the POINT OF BEGINNING; Thence with a new line within said Tract 1 for the following Nineteen (19) courses and distances:

- 1) S 11°32'39" E a distance of 66.87 feet to a point;
- 2) S 12°57'35" E a distance of 142.86 feet to a point of curvature;
- 3) with a curve turning to the left having a radius of 20.00 feet and an arc length of 31.42 feet (chord bearing of S 57°59'04" E and a chord length of 28.28 feet) to a point;
- 4) N 77°00'56" E a distance of 13.90 feet to a point on the said westerly margin of Highway 521;
- 5) with said westerly margin of Highway 521 S 11°40'20" E a distance of 40.01 feet to a point;
- 6) leaving said westerly margin of Highway 521 S 77°00'56" W a distance of 3.49 feet to a point of curvature;
- 7) with a curve turning to the left having a radius of 30.00 feet and an arc length of 31.53 feet (chord bearing of S 46°54'26" W and a chord length of 30.10 feet) to a point;
- 8) S 76°59'08" W a distance of 29.50 feet to a point;
- 9) N 12°57'35" W a distance of 221.39 feet to a point;
- 10) S 77°00'35" W a distance of 228.14 feet to a point;
- 11) N 23°36'14" W a distance of 34.34 feet to a point of curvature;
- 12) with a curve turning to the right having a radius of 75.00 feet and an arc length of 13.90 feet (chord bearing of N 18°17'39" W and a chord length of 13.88 feet) to a point;
- 13) N 12°59'04" W a distance of 16.00 feet to a point on the northerly line of said Tract 1;
- 14) with said northerly line of said Tract 1 N 77°02'25" E a distance of 30.00 feet to a point;
- 15) S 12°59'04" E a distance of 13.55 feet to a point of curvature;
- 16) with a curve turning to the left having a radius of 15.00 feet and an arc length of 23.56 feet (chord bearing of S 57°59'14" E and a chord length of 21.21 feet) to a point;
- 17) N 77°00'35" E a distance of 191.71 feet to a point;
- 18) N 11°32'39" W a distance of 28.45 feet to a point on the northerly line of said Tract 1;
- 19) with said northerly line of said Tract 1 N 77°02'25" E a distance of 26.01 feet to the POINT OF BEGINNING;

having an area of 18,016 square feet or 0.4136 acre, as shown on an Exhibit prepared by R. B. Pharr & Associates, P.A. dated December 12th, 2012, bearing Job No. 79036, and being shown thereon as "Access Easement 18.016 SQ. FT."

Exhibit D  
“QuikTrip Sanitary Sewer Easement”

[SEE ATTACHED DRAWING PREPARED BY ESP ASSOCIATES, PA ENTITLED  
“SANITARY SEWER EASEMENT”]



Exhibit D-1  
"QuikTrip Sanitary Sewer Easement"  
Legal Description

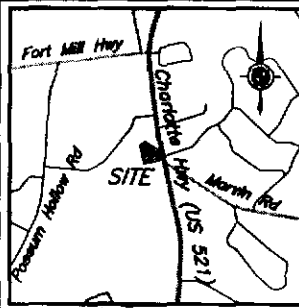
Commencing at the Northeast corner of property of Indian Land KFC Property, LLC (also being Tract 1 as shown in Plat Book 2012, Page 594, as recorded in Lancaster County, SC Register of Deeds) along the Eastern Right of Way (ROW) of Lengers Way having a 50' Right of Way (as shown in Plat Book 2006, Page 29-30, aforesaid records), thence along the ROW S 40-37-27 W 23.22 feet to a Point along the Eastern ROW of Lengers Way; said point being the Place and Point of Beginning, thence departing said ROW and through Tracts 1 and 2 as shown on the aforementioned Plat Book 2012, Page 594, S 38-55-34 E 19.49 feet to a point, thence S 57-02-51 E 307.15 feet to a Point, thence S 12-34-32 E 272.01 to a Point along the common line of said Tract 2 and property of Young Family Enterprises, LLC as shown in Plat Book 2012 Page 594, thence along the common line of said Tract 2 and Young Family Enterprises, LLC S 77-14-04 W 20.00 Feet to a point along the common line of Tract 2 and Young Family Enterprises, LLC, thence departing said common line N 12-34-32 W 263.90 feet to a point, thence N 57-02-51 W 302.16 feet to a point, thence N 38-55-34 W 19.00 feet to a point along the Eastern ROW of Lengers Way, thence along the ROW of Lengers Way N 40-37-27 E 20.34 feet to the Place and Point of Beginning, all as shown on drawing entitled "SANITARY SEWER EASEMENT EXHIBIT", prepared by ESP Associates, PA, dated 12/18/2012, prepared for Outlaw Enterprises, Inc., and bearing project number ZJ21.400.

Exhibit E  
“QuikTrip Temporary Construction Easement”

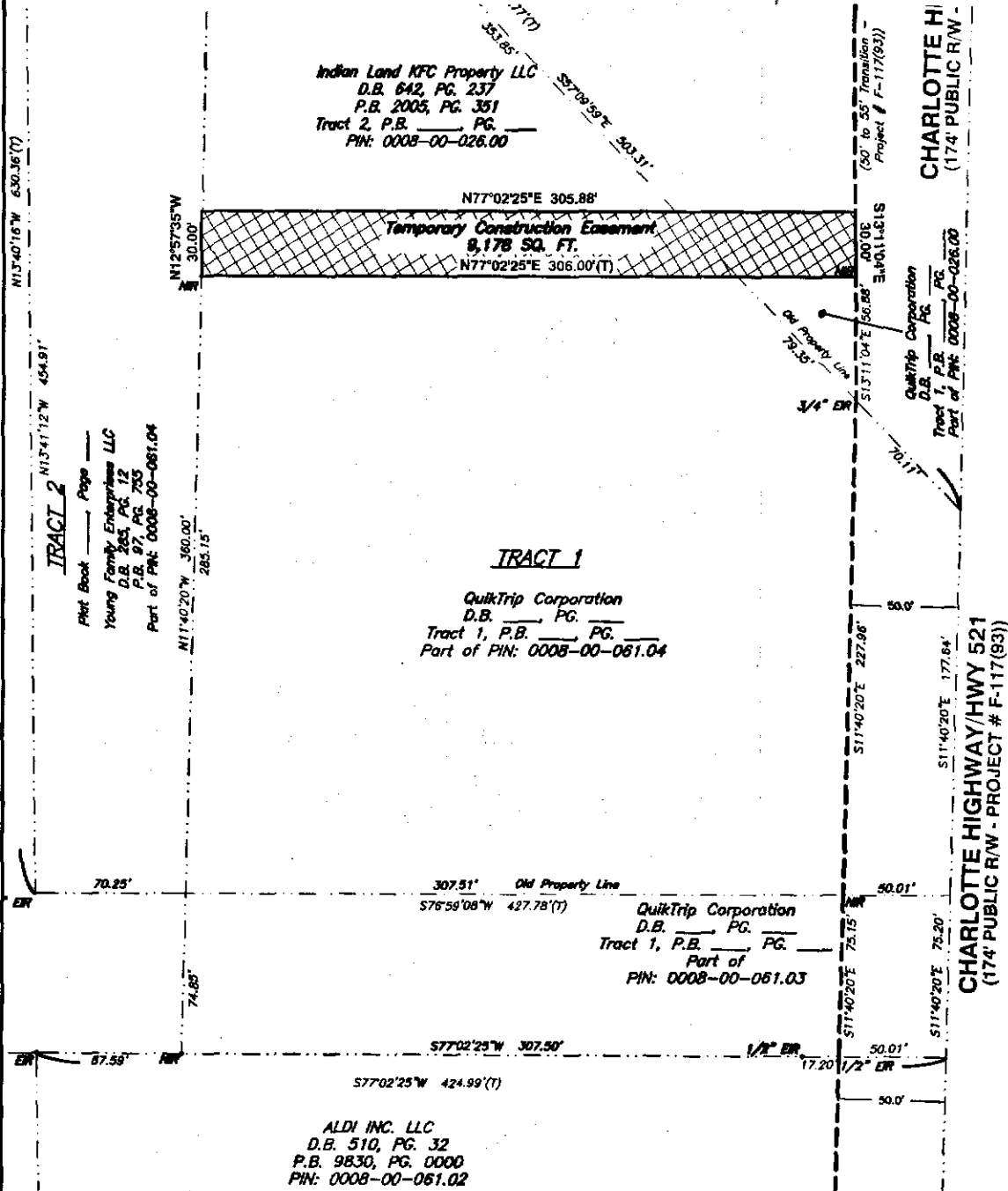
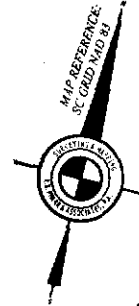
[SEE ATTACHED DRAWING PREPARED BY R.B. PHARR AND ASSOCIATES,  
P.A. ENTITLED “EXHIBIT E-2 CONSTRUCTION EASEMENT”]



# EXHIBIT E

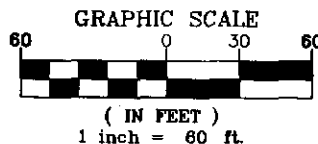


VICINITY MAP - NTS



## LEGEND:

D.B. - DEED BOOK  
EIP - EXISTING (IRON PIPE)  
EIR - EXISTING (IRON ROD)  
EN - EXISTING NAIL  
P.B. - PLAT BOOK  
N.G.S. - NORTH CAROLINA GEODETIC SURVEY  
PG. - PAGE  
R/W - RIGHT-OF-WAY  
PROPERTY LINE  
RIGHT-OF-WAY



## EXHIBIT E-2 CONSTRUCTION EASEMENT

HIGHWAY 521  
INDIAN LAND TOWNSHIP, LANCASTER COUNTY  
SOUTH CAROLINA  
DEED REFERENCE: 285, PAGE 12  
PLAT REFERENCE: BOOK 97, PAGE 755  
PART OF PIN: 0008-00-061.04

**R.B. PHARR AND ASSOCIATES, P.A.**  
SURVEYING AND MAPPING  
LICENSED SURVEYOR NO. C-1471  
420 HAWTHORNE LANE CHARLOTTE, N.C. 28204 TEL (704) 376-2106

CREW: RBP	DRAWN: NM	REVISED:	SCALE: 1" = 60'	DATE: DEC. 12, 2012	JOB NO. 79036
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Exhibit E-1  
"QuikTrip Temporary Construction Easement"  
Legal Description

**BEGINNING** at a new iron rod on the westerly margin of Highway 521 (a variable width public right-of-way), said point being the northeast corner of Tract 1, as shown on Subdivision of QuikTrip Store 1048, as recorded in Plat Book 2012, Page 595 in the Office of the Clerk of Court for Lancaster County; Thence along the northerly line of said Tract 1 S 77°02'25" W a distance of 306.00 feet to a new iron rod; Thence N 12°57'35" W a distance of 30.00 feet to a point; Thence N 77°02'25" E a distance of 305.88 feet to a point on the westerly margin of Highway 521; Thence with said westerly margin of Highway 521 S 13°11'04" E a distance of 30.00 feet to the point of **BEGINNING**; having an area of 9,178 square feet 0.2107 acre, as shown on an Exhibit prepared by R. B. Pharr & Associates, p.a. dated December 12th, 2012 and bearing Job No. 79036.

Exhibit F  
Depiction of Access Improvements

(See attached drawing)

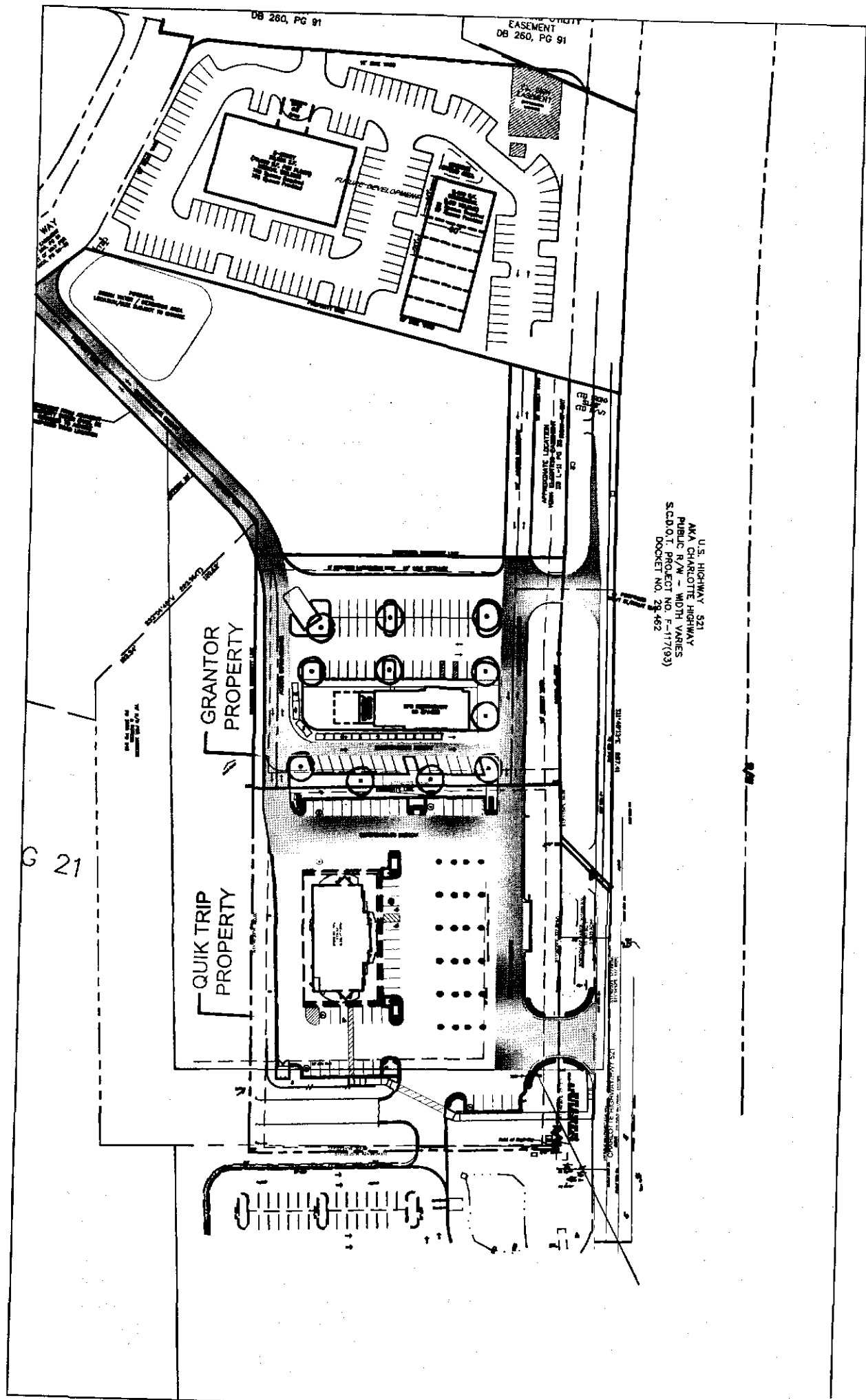


EXHIBIT X

**CONSENT AND SUBORDINATION AGREEMENT**

**THIS CONSENT AND SUBORDINATION AGREEMENT** made this \_\_\_\_ day of October, 2012 by First Citizens Bank and Trust Company, Inc. (the "Lender") for the benefit of \_\_\_\_\_ ("Mortgagor") and QUIKTRIP CORPORATION ("QuikTrip").

**WHEREAS**, the Lender is the Mortgagee under that certain Mortgage of Real Estate recorded in Book 4139, Page 911 of the Office of the Register of Deeds of Spartanburg County, South Carolina (the "Mortgage"); and

**WHEREAS**, Mortgagor and QuikTrip have entered into an Easement and Protective Covenant Agreement ("Agreement"), to which this Consent and Subordination Agreement is attached; and

**WHEREAS**, QuikTrip Corporation was unwilling to enter into the Agreement unless Lender agreed to consent to all terms therein and subordinate the Mortgage to the Agreement, and Lender has so agreed.

**WITNESSETH:**

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby agrees and covenants as follows:

1. The Recitals are incorporated herein.
2. Lender hereby consents to the terms and provisions of the Agreement, including without limitation, any easements and restrictions set forth therein.
3. Lender, as mortgagee under the Mortgage, does hereby subordinate the Mortgage to the Agreement, to the end that the Agreement, and any amendments thereto, and the restrictions contained therein, shall be superior to the Mortgage. Lender further agrees that any foreclosure, sale by foreclosure, other transfer of the property in lieu of foreclosure or any other action taken under the Mortgage affecting the real property secured thereby, shall not disturb, alter, impede or terminate the easement rights, use restrictions and landowner obligations set forth in the Agreement.
4. This Consent and Subordination Agreement shall be binding upon the Lender, and Lender's successors and assigns, and shall operate to the benefit of QuikTrip, and QuikTrip's successors and assigns.
5. Lender hereby agrees to execute, acknowledge and deliver such further instruments as may be necessary to effectuate the purposes of this Consent and Subordination Agreement.

6. If any provision of this Consent and Subordination Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Consent and Subordination Agreement, and the other provisions of this Consent and Subordination Agreement shall remain in full force and effect.

7. This Consent and Subordination Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Lender has executed this Consent and Subordination Agreement as of the day and year first above written.

Witnesses:

LENDER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_

\_\_\_\_\_ [here insert names of principals].

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

Printed or Typed Name: \_\_\_\_\_

Notary Public

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

[Official Stamp/Seal]



STATE OF SOUTH CAROLINA )  
COUNTY OF LANCASTER )

AFFIDAVIT

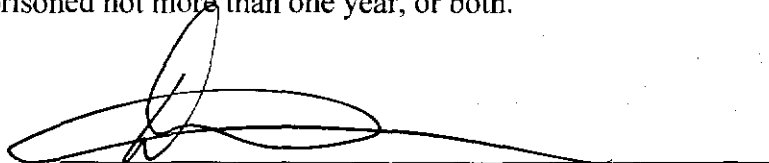
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

Reciprocal Easement and Protective Covenant Agreement over real property located in Lancaster County and bearing County Tax Map Numbers 0008-00-061.03 and 0008-00-061.04 and 008-00-026.00 by and between QuikTrip Corporation and Indian Land KFC Property, LLC. dated December 20, 2012

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. seq. because the transfer is one in which no consideration was paid therefore. See § 12-24-10. No lands and improvements are being conveyed and consideration is less than \$100.00.

As required by S.C. Code Ann. Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for QuikTrip.

I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

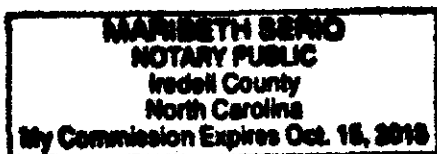


Responsible Person Connected with the Transaction

Printed Name: Daniel R. Visalli

SWORN to before me this 20<sup>th</sup>  
day of December, 2012

Marabeth Serio  
Notary Public for Lancaster County  
My Commission Expires: 10-15-13



## Agenda Item Summary

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Ordinance # / Resolution #: NRN-2024-0405 Group Submittal: Civil Plans & Preliminary Plats

Contact Person / Sponsor: J. Bryan

Department: Planning

Date Requested to be on Agenda: 3/7/2024

### **Points to Consider:**

### **ATTACHMENTS:**

Description	Upload Date	Type
Application & List	3/6/2024	Exhibit



20240405  
PLANNING DEPARTMENT  
PO BOX 1809  
Lancaster, SC 29721  
Phone: (803) 285-6005

**\*\*\*\*NEW ROAD NAME/CHANGE APPLICATION\*\*\*\***

**Please note:** A fee of \$250.00 must be submitted with this application before it will be processed. Incomplete applications will be returned. The \$250.00 fee includes the cost of one road sign. New roads requiring more than one sign will require the \$250.00 fee plus \$50.00 for each additional sign.

Please provide the following **applicant** information as completely and accurately as possible.

Date of Application: 2/22/2024

Name: LC Planning Department Address: 101 N. Main Street

City, State, Zip Code: Lancaster SC 29720

Telephone (H): 803-285-6005 Telephone (W) or (Cell): \_\_\_\_\_

Please provide the following **new road name** information as completely and accurately as possible.

Location of new road: see attached list of roads submitted to E911 addressing  
via Civil Plans and Preliminary Plats

Road name as it exists now (if applicable): N/A

Proposed new road name (1<sup>st</sup> choice): see list

Proposed new road name (2<sup>nd</sup> choice): \_\_\_\_\_

Will this be a private road? Yes X NO \_\_\_\_\_

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

Yes \_\_\_\_\_ NO X

Please attach the following items to this application:

\*A map to approximate scale depicting the location of the new road.

\*A petition signed by at least 75% of the property owners with parcels having **frontage** on the affected road.

X Signature of Applicant: Alli Hall for Lancaster County

# ROAD NAME APPROVALS

Road Name	Subdivision Name	Evolve Project
Tar Kiln Court	Woodland Pointe	20232224
Whispering Fern Rd	Woodland Pointe	20232224
Tranquil Terrace	Woodland Pointe	20232224
Hidden Hollow Drive	Woodland Pointe	20232224
Calm Creek Lane	Woodland Pointe	20232224
Oak Farm Drive	The Sands at Kershaw	20222205
Carpenter Lane	The Sands at Kershaw	20222205
Jacobs Lane	The Sands at Kershaw	20222205
Digger Lane	The Sands at Kershaw	20222205
Hill Trace Lane	The Sands at Kershaw	20222205
Ladybug Place	Boone Village/ aka Cane Mill Subdivision	20230765