



FORT MILL

**TOWN OF FORT MILL
PLANNING COMMISSION MEETING
September 20, 2016
112 Confederate Street
7:00 PM**

AGENDA

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Meeting: August 19, 2016 *[Pages 3–7]*

OLD BUSINESS ITEMS

1. **Appearance Review (Vertical Elevations): High School #3** *[Pages 8–23]*

Request from the Fort Mill School District for a partial appearance review of High School #3 located on Fort Mill Parkway

NEW BUSINESS ITEMS

1. **Rezoning Request: Pace Development Group** *[Pages 24–34]*

An ordinance amending the Zoning Map of the Town of Fort Mill so as to change the zoning designation for York County Tax Map Numbers 020-12-01-191, 020-12-01-192, 020-12-01-193, and 020-12-01-194, such parcels containing approximately 44.64 +/- acres located on Fort Mill Parkway, from PND Planned Neighborhood Development to R-15 Residential (*Ward 4: Moody*)

2. **Development Agreement: Pace Development Group** *[Pages 35–88]*

An ordinance authorizing the entry by the Town of Fort Mill into a Development Agreement with Pace Development Group, Inc., for property located at York County Tax Map Numbers 020-12-01-191, 020-12-01-192, 020-12-01-193, and 020-12-01-194, such parcels containing approximately 44.64 +/- acres located on Fort Mill Parkway;

authorizing the execution and delivery of such Development Agreement; and other matters relating thereto (*Ward 4: Moody*)

3. Rezoning Request: 314 N White Street

[Pages 89–99]

An ordinance amending the Zoning Map of the Town of Fort Mill so as to change the zoning designation for York County Tax Map Number 020-04-04-004, containing approximately 0.7 +/- acre located at 314 N White Street, from R-15 Residential to GI General Industrial (*Ward 2: Helms*)

4. Zoning Recommendation: Huntington Place Subdivision

[Pages 100–125]

An ordinance annexing York County Tax Map Numbers 737-00-00-179, 737-01-01-001 through 737-01-01-078, 737-02-01-001 through 737-02-01-049, and 737-03-01-001 through 737-03-01-083; comprising, in the aggregate, approximately 48.9 +/- acres; containing a total of 211 parcels on Applegate Lane, Brookshire Drive, Cody Court, Copper Creek Lane (# 1350-1375 only), Danielle Way, Jacobs Ridge, Legion Road (# 1448 only), Makayla Court, and Tylers Way; and being more particularly described as the Huntington Place (Phases I, II, and III), Copper Creek at Huntington (Phase IV), and Cobblestone at Huntington (Phase V) subdivisions (*Ward 4: Moody*)

ITEMS FOR INFORMATION / DISCUSSION

1. Fall Training Session for Planning & Zoning Officials

ADJOURN

**MINUTES
TOWN OF FORT MILL
PLANNING COMMISSION MEETING
July 19, 2016
112 Confederate Street
7:00 PM**

Present: James Traynor, Hynek Lettang, Ben Hudgins, Chris Wolfe, Tom Petty, Jay McMullen, Planning Director Joe Cronin, Assistant Planner Chris Pettit

Absent: Tom Adams

Guests: Richard Jackson (FMSD), Jon Hattaway (FMSD), Joe Romenick (FMSD), Jim Britton (FMSD), Al Walters (Campco Engineering), John Allen (Kuester Development), Jan Bryan (Overcash Demmitt Architects), Don Douglass Jr (Boy Scouts Troop 250), Don Douglass III (Boy Scouts Troop 250), Connor Fikes (Boy Scouts Troop 250),

Chairman Traynor called the meeting to order at 7:01 pm.

Planning Director Cronin stated that he had heard from Mr. Adams prior to the meeting. Mr. Adams stated that he would be out of town and unable to attend the meeting.

Mr. Petty made a motion to approve the minutes from the July 19, 2016, meeting, with a second by Mr. Lettang. The minutes were approved by a vote of 6-0.

OLD BUSINESS ITEMS

- 1. Site Plan Review: Fort Mill High School #3:** Assistant Planner Pettit provided a brief overview of the request, the purpose of which was to review and approve the location of all proposed buildings, athletic fields, access points, parking areas and driveways for the future third high school on Fort Mill Parkway. Assistant Planner Pettit stated that the school district was seeking approval from the town for a land disturbance permit to begin clearing and grading of the site. A discussion took place.

Mr. Wolfe inquired about what considerations were being taken around the stream that runs through the site. Al Walters of Campco Engineering responded that the school district would observe a 45' buffer around the stream, which meets SCDHEC requirements. He added that any proposed crossings would include culverts, and would result in minimal impact to the stream itself. Mr. McMullen asked if this was a perennial or intermittent stream. Mr. Walters responded that the stream drains from the pond located on the neighboring parcel owned by Mrs. Huff.

Mr. Hudgins noted that there were several significant trees shown on the map, and asked what measures were being included to preserve as many of these trees as possible. Mr. Walters responded that the majority of the significant trees were located in the buffer area around the stream and, therefore, would not be disturbed. It was the district's intent to leave

as many significant trees on the property as possible. Some trees, particularly those in the proposed parking areas, would need to be removed to accommodate clearing and grading of the site. These trees would be replaced pursuant to the town's tree mitigation requirements.

Mr. Wolfe asked if bus access would still be provided from Whites Road. Mr. Walters responded that this would be the case.

Mr. Petty asked if the sidewalk plan was to be reviewed as part of the current request. Assistant Planner Pettit responded that the sidewalk plan would be reviewed at a later date, in conjunction with the architectural review for all buildings, as well as the landscape and lighting plans. Mr. Wolfe asked if the building materials would be discussed at that time as well, and Assistant Planner Pettit responded in the affirmative.

Mr. McMullen asked why there was an additional stream crossing shown between the proposed stadium and the student parking area. Jim Britton of the Cumming Corp. responded that this was the only location which would provide access to the stadium at field level, since all other access points would be at a higher grade from the stadium. Mr. Britton added that the district would prefer not to include this crossing; however, it was needed for emergency access.

Mr. McMullen asked how close the proposed soccer field would be to any existing homes on Whites Road. Mr. Britton responded that the school district owned the property on the other side of Whites Road, closest to the soccer field location. The Dominion Bridge subdivision is located further north of the soccer field, and should see little to no impact.

Mr. Lettang made a motion to approve the location of all proposed buildings, athletic fields, access points, parking areas and driveways for the future third high school on Fort Mill Parkway, as presented, for the purpose of issuing a land disturbance permit for the site. Mr. Petty seconded the motion. The motion was approved by a vote of 6-0.

2. **Appearance Review: 1474 Highway 160 E:** Assistant Planner Pettit provided a brief overview of the request, the purpose of which was to review and approve a revised rendering for a proposed multi-tenant commercial building located at 1474 Highway 160 E. Assistant Planner Pettit highlighted the changes which were made by the applicant following discussion at the last meeting. These changes included the addition of stamped EIFS brick pattern for the taller sections of the building, inclusion of a decorative cornice at the top of the building, wrapping the stamped EIFS brick pattern around the first quarter of the rear of the building (closest to Highway 160 E), and changing the color of the metal to match the color of the stamped brick. A discussion then took place.

Mr. Wolfe asked how tall the retaining wall would be on the left side of the building, when viewed from the Highway 160 right-of-way. Jan Bryan of Overcash Demmitt Architects responded that the wall would be up to 7.5 feet tall, and would taper as the grade differential reduces. A rendering of the building was shown from the perspective of Highway 160 E.

Mr. McMullen stated that the Planning Commission had asked to see planting areas at the front of the building, but nothing was shown on the revised plans. Mr. Bryan noted that planter boxes could be included on the sidewalk at the front of the building. Mr. McMullen responded that he would like to see these included on the final plan.

Chairman Traynor asked how the brick pattern would be achieved on the EIFS. Mr. Bryan showed a sample of the pattern to members of the commission. He also provided pictures of a similar building in Lincolnton, NC, where the same material was used.

Mr. Petty noted that the awnings had been changed from metal to canvas. Mr. Bryan stated that he thought that the commission had concerns with the metal, and therefore, the awnings were changed to canvas. It was the applicant's preference to use metal, as they would have a longer lifespan and would require less maintenance than canvas. Mr. Petty stated that he did not have an issue with metal awnings, and other members of the commission agreed.

Mr. Wolfe asked if any mechanical equipment would be mounted on the roof. Mr. Bryan responded that no equipment would be roof mounted.

Mr. Petty asked how the applicant would drain the roof behind the parapet. Mr. Bryan responded that he was still working on a solution to this issue.

Mr. Wolfe stated that he was still concerned about the metal on the side and rear of the building. Mr. Hudgins stated that he had concerns about the metal fading over time. Chairman Traynor added that he was more concerned about rust than fading. He asked the applicant if they had considered painted CMU block in lieu of metal on the side and rear of the building. John Allen of Kuester Development responded that the metal would be a galvanized type, and would resist rusting or fading for at least 15-20 years. He added that CMU would add significant cost to the project, and would also require painting and other ongoing maintenance.

Planning Director Cronin asked if the Planning Commission was satisfied with the changes made to building, setting aside the issue of having metal on the side and rear of the building. Members of the commission stated that they were okay with the remainder of the building's design and materials.

Mr. Allen asked the commission what they would support in place of metal. Chairman Traynor responded that he would be fine with continuing the EIFS on the side and rear of the building. He would also support painted CMU block, similar to what was used on the side and rear of the new Walmart Neighborhood Market. Mr. Wolfe added that he would support any additional materials which were included in the draft UDO, which is currently pending approval by town council.

Mr. McMullen expressed concern about the drop off at the end of the driveway in the parking area. He stated that he would like to see trees, shrubs, a fence, or some other barrier for safety purposes.

Mr. Wolfe made a motion to grant commercial appearance review approval, with the following notes and conditions: the canvas awnings shall be replaced with metal awnings; a 5' sidewalk shall be included along Highway 160 E (outside the right-of-way) and stubbed out to neighboring property lines; raised planter boxes shall be included at the front of the building; trees, shrubs, a fence or other barrier shall be provided for safety purposes at the end of the parking area; and staff shall be authorized to review and approve substitute materials in place of metal on the side and rear of the building, including painted CMU block, split faced block, scored block, EIFS, wood siding, fiber cement siding, or stucco. Mr. McMullen seconded the motion. The motion was approved by a vote of 6-0.

NEW BUSINESS ITEMS

- 1. Annexation Request: 1945 & 1967 Haire Road:** Planning Director Cronin provided a brief overview of the request, the purpose of which was to review and provide a zoning recommendation for the proposed annexation of York County Tax Map Numbers 738-00-00-082, 738-00-00-083 and 738-00-00-084, containing approximately 3.36 acres located at the intersection of Haire Road and Fort Mill Parkway. Planning Director Cronin stated that the property was designated as "commercial" on the town's future land use map. Therefore, staff recommended in favor of approval with a zoning designation of HC Highway Commercial. Planning Director Cronin also noted that the property would be subject to the requirements of the COD-N overlay upon annexation.

Mr. McMullen asked if the town had heard from any of the neighboring property owners. Planning Director Cronin responded that he had not, but staff does not typically receive calls or questions until the property has been posted in advance of a public hearing.

Chairman Traynor asked whether a buffer would be required between this property and the neighboring residence. Planning Director Cronin responded that the property would likely not be developed until after the UDO is adopted, and that the UDO would require a buffer along any residential zoned parcels. (The current draft of the UDO would require a 30' buffer in areas abutting residential zoned parcels.)

Mr. McMullen made a motion to recommend in favor of the annexation request with a zoning designation of HC Highway Commercial. Mr. Wolfe seconded the motion. The motion was approved by a vote of 6-0.

- 2. Annexation Request: 314 Sutton Road:** Planning Director Cronin provided a brief overview of the request, the purpose of which was to review and provide a zoning recommendation for the proposed annexation of York County Tax Map Number 659-00-00-003, containing approximately 0.42 acres located at 314 Sutton Road. Planning Director Cronin stated that the property was designated as "medium-density residential" on the town's future land use map; however, because the property was located within a development node, and adjacent to an existing heavy commercial use (Love's Travel Plaza), staff recommended in favor of approval with a zoning designation of HC Highway Commercial.

Chairman Traynor stated that it was highly unlikely that someone would build a residence next to the truck stop. Planning Director Cronin agreed, and added that staff would recommend changing the future land use in this area to “commercial” when the town begins its 10-year update to the comprehensive plan later this fall.

Mr. McMullen made a motion to recommend in favor of the annexation request with a zoning designation of HC Highway Commercial. Mr. Wolfe seconded the motion. The motion was approved by a vote of 6-0.

- 3. Annexation Request: 322 Sutton Road:** Planning Director Cronin provided a brief overview of the request, the purpose of which was to review and provide a zoning recommendation for the proposed annexation of York County Tax Map Number 659-00-00-002, containing approximately 0.46 acres located at 322 Sutton Road. Planning Director Cronin stated that the property was designated as “medium-density residential” on the town’s future land use map; however, because the property was located within a development node, and adjacent to an existing heavy commercial use (Love’s Travel Plaza), staff recommended in favor of approval with a zoning designation of HC Highway Commercial.

Mr. Hudgins asked the property owner, Al Steele, if there were any immediate plans for the property. Mr. Steele responded that he would be working with Pete Lang, the owner of the neighboring parcel at 314 Sutton Road, to jointly market the properties. Though there were no immediate plans, he felt that the property would be a good location for a fast food restaurant or other similar commercial use. He added that he would like to work with Love’s to have internal connectivity between the fuel station and his Mr. Lang’s property.

Mr. McMullen made a motion to recommend in favor of the annexation request with a zoning designation of HC Highway Commercial. Mr. Petty seconded the motion. The motion was approved by a vote of 6-0.

ITEMS FOR INFORMATION / DISCUSSION

- 1. Unified Development Ordinance Update:** Planning Director Cronin noted that staff had been in communication with the mayor and town manager, and that first reading of the UDO will likely be placed on hold for approximately 60 days. The town is currently in the process of negotiating a development agreement that would allow the town to acquire a fire station site. The town would like to complete this process before finalizing the UDO. It is expected that first reading will take place by mid-November, with final reading to follow in December. Staff would recommend an effective date of January 1, 2017. The Planning Commission will also review and provide a formal recommendation on the draft zoning map. This review will be tentatively scheduled for the October meeting.

There being no further business, the meeting was adjourned at 8:26 pm.

Respectfully submitted,
Joe Cronin
Planning Director

**Planning Commission Meeting
September 20, 2016
Old Business Item**

Appearance Review: Fort Mill High School #3

Request from the Fort Mill School District for a partial appearance review of High School #3 located on Fort Mill Parkway

Background / Discussion

The Planning Commission is asked to consider a request from the Fort Mill School District for a review of the Fort Mill high school #3 located on the Fort Mill Parkway. A map and site plan are attached for reference. **The applicant received approval for the site layout at the Planning Commission's August 16th meeting. At this time, the applicant is requesting approval for the primary building elevations and onsite fencing.**

The property (Tax Map # 020-12-01-201, 020-13-01-074, 020-12-01-278) is zoned R-10 Residential and portions of the property (500' from the outer edge of the Fort Mill Parkway ROW) are also subject to the requirements of the COD Corridor Overlay district and the COD-N Corridor Overlay (Node) district.

A selection of building renderings, elevations, construction documents, and site plans are attached for review. A full submission of a complete site package, which will include landscaping / buffers / screening, pedestrian pathways, lighting, and signage, is still pending and will be submitted to the Planning Commission for review and approval at a later date.

Recommendation

The property is zoned R-10 and is, therefore, properly zoned for a high school site. The COD and COD-N overlays also allow high school sites.

The following paragraphs detail staff's review of the compliance with COD and COD-N requirements. Staff has highlighted key requirements but not necessarily all requirements of the COD and COD-N overlays.

Setback and Height

The proposed building and associated improvements meet the setback and height requirements of the COD and COD-N overlay. The building height requirements for the COD-N overlay district, which covers the majority of the buildings, is listed as a 20' minimum and 45' maximum height. The proposed building design meets the 20' minimum building height requirement, however it also exceeds the 45' maximum height. The portions of the building exceeding the 45' height limit do meet the 1' additional setback requirement per 1' of height over 45'.

Building Materials

The proposed high school #3 uses brick veneer with stone accents as well as fiber cement architectural wall panels. The COD-N overlay provides the following requirements for building materials and architectural design:

Architectural features/façade treatments:

- 1) **Materials:**
 - (a) Buildings shall be designed to use building materials such as rock, stone, brick, stucco, concrete, wood or Hardiplank.
 - (b) No mirrored glass shall be permitted on any facades in COD-N, and mirrored glass with a reflectance no greater than 20 percent shall be permitted in COD.
 - (c) Corrugated metal shall not be used on any facade.
- 2) In COD-N, variations in the rooflines and facades of adjacent buildings shall be encouraged to avoid monotony.
- 3) In COD-N, any nonresidential façade facing the corridor or any other street shall be articulated with architectural features and treatments, such as windows, awnings, scoring, trim, and changes in materials (i.e., stone "water table" base with stucco above), to enhance the quality of pedestrian environment of the public street, particularly in the absence of a primary entrance.

The Planning Commission shall have the discretion to determine whether the proposed design and materials best meets the requirements, and intent, of the COD-N overlay district. Only the main school building is located within the 500' of the corridor, however the applicant has provided all other building elevations for reference and discussion.

Landscaping and Buffers (To be submitted at a later date)

The applicant has not provided a landscape plan for review. Landscaping, buffering, and screening will be required as established in the COD and COD-N overlay districts. As a general note, buffers per the COD overlay requirements will be required along the corridor on the lot currently noted as Tax Map # 020-13-01-074 (easternmost). Screening shall be required along the corridor to screen parking lots from view. Additional screening shall be required to screen parking/driveway areas from the neighboring residential property, Tax Map # 707-00-00-030.

In regards to the provided tree survey, a 6" tree of similar species should be used to replace all 30" trees that are removed. Staff has asked the applicant to note which trees are to be removed in all future submittals.

Lighting (To be submitted at a later date)

A lighting plan would be required for the project, however one was not provided with the submission. Lighting will be required as established in the COD and COD-N overlay districts.

Pedestrian Pathways (To be submitted at a later date)

An 8' pedestrian pathway shall be required along the Fort Mill Parkway and Whites Road per the COD and COD-N overlay district requirements.

The pathways along the street frontages would additionally be required to connect to the internal network of sidewalks so that a pedestrian could access the internal site/building without getting off of a pathway. Internal pathways within parking areas and crosswalks over entry driveways shall be distinguished from asphalt surfaces “through the use of durable, low maintenance, surface materials such as pavers, bricks, or scored, stamped or colored concrete”.

In regards to the sidewalk along the parkway, staff would recommend that the eastern portion extend into the right-of-way going toward the intersection as opposed to following the property line. This would need to be worked out through an encroachment permit through SCDOT. The western portion should extend to the edge of the creek, wherein a fee-in-lieu will be required to pay for the required creek crossing.

Fences and Retaining Walls

The applicant has provided an overview of the location of all proposed fencing for the site, all of which is located outside of the COD or COD-N Overlay Districts. This fencing would therefore be subject to the requirements of Article I, Section 7(M) of the town’s Zoning Ordinance.

Staff will note that fencing and retaining walls located within the COD or COD-N Overlay Districts would be subject to review and approval by the Planning Commission. The material(s), color(s) and texture(s) of the sides of the walls and fences visible from public view shall complement the finishes of the structures of the associated development and must be approved by the planning commission. While the fencing overview does not call out any fencing and/or retaining walls within the overlay, the building renderings show a retaining/foundation wall (to the right of the main entrance) that should be discussed for approval with the primary building elevation.

As a note, any future submittals including additional retaining walls and/or fencing within the overlay district will be brought back before the Planning Commission for subsequent approvals.

Signage (To be submitted at a later date)

A signage plan would be required for the project, however one was not provided with the submission. Signage would need to meet the requirements as established in the COD and COD-N overlay districts.

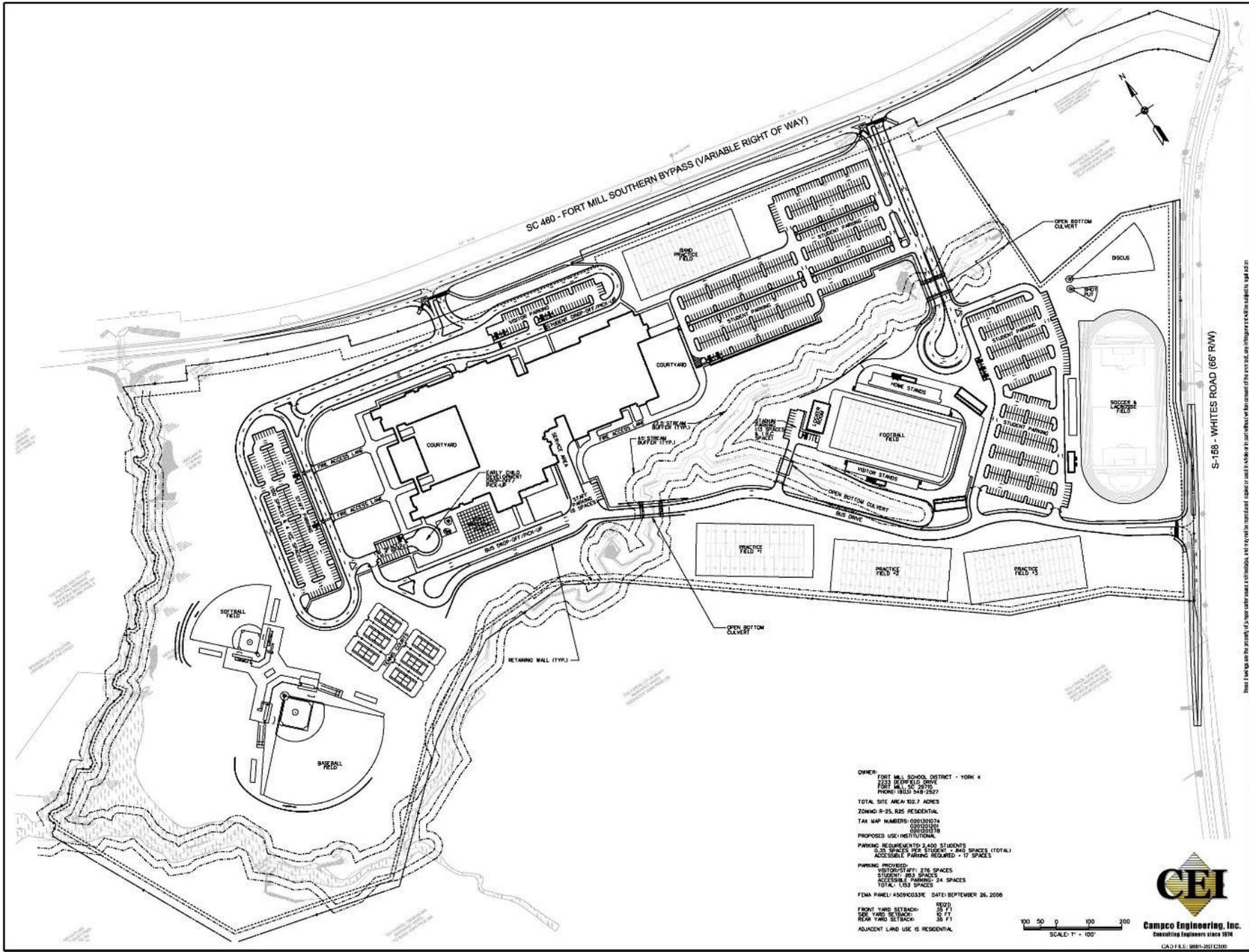
District Purpose

As a final note, staff has included the purpose of the COD/COD-N overlay district:

Purpose. The corridor overlay district is established for the purpose of maintaining a safe, efficient, functional and attractive roadway corridor for the Fort Mill Southern Bypass (the "Bypass") and surrounding areas. It is recognized that, in areas of high visibility, the protection of features that contribute to the character of the area and enhancements to development quality promote economic development and stability in the entire community.

Should the Planning Commission feel as though strict interpretation and application of the requirements creates a hardship, the code does provide a procedure for “alternative means of compliance.”

Chris Pettit, AICP
Assistant Planner
September 15, 2016



**Jumper
Carter
Sease**

**Architects
PA**
417 Meeting Street
West Columbia
South Carolina

FOR
INFORMATION
ONLY

**FORT MILL HIGH SCHOOL #3
FORT MILL SCHOOL DISTRICT-YORK 4
FORT MILL, SOUTH CAROLINA**

DESIGN DEVELOPMENT

No.	Description	Date

OWNER: FORT MILL SCHOOL DISTRICT - YORK 4
2225 DEERFIELD DRIVE
FORT MILL, SC 29715
PHONE: 715.548.2527

TOTAL SITE AREA: 102.7 ACRES
ZONING: R-25, RES. RESIDENTIAL
TAX MAP NUMBERS: 0001301274
0001301281
0001301278

PROPOSED USE: INSTITUTIONAL

PARKING REQUIREMENT: 2,400 STUDENTS
6.25 SPACES PER STUDENT = 1495 SPACES (TOTAL)
ACCESSIBLE PARKING REQUIRED = 17 SPACES

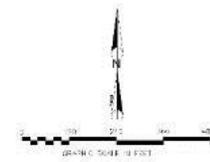
PARKING PROVIDED:
VISITOR STANDS: 276 SPACES
STUDENT PARKING: 883 SPACES
ACCESSIBLE PARKING: 34 SPACES
TOTAL: 1193 SPACES

FEMA PANEL: 400600303E DATE: SEPTEMBER 26, 2006
FRONT YARD SETBACK: 35 FT
SIDE YARD SETBACK: 10 FT
REAR YARD SETBACK: 35 FT
ADJACENT LAND USE IS RESIDENTIAL.

DESIGN NO: 18001
DATE: 08/30/2016
PROJECT TITLE: SITE MASTER PLAN

PROJECT NO: **C300**





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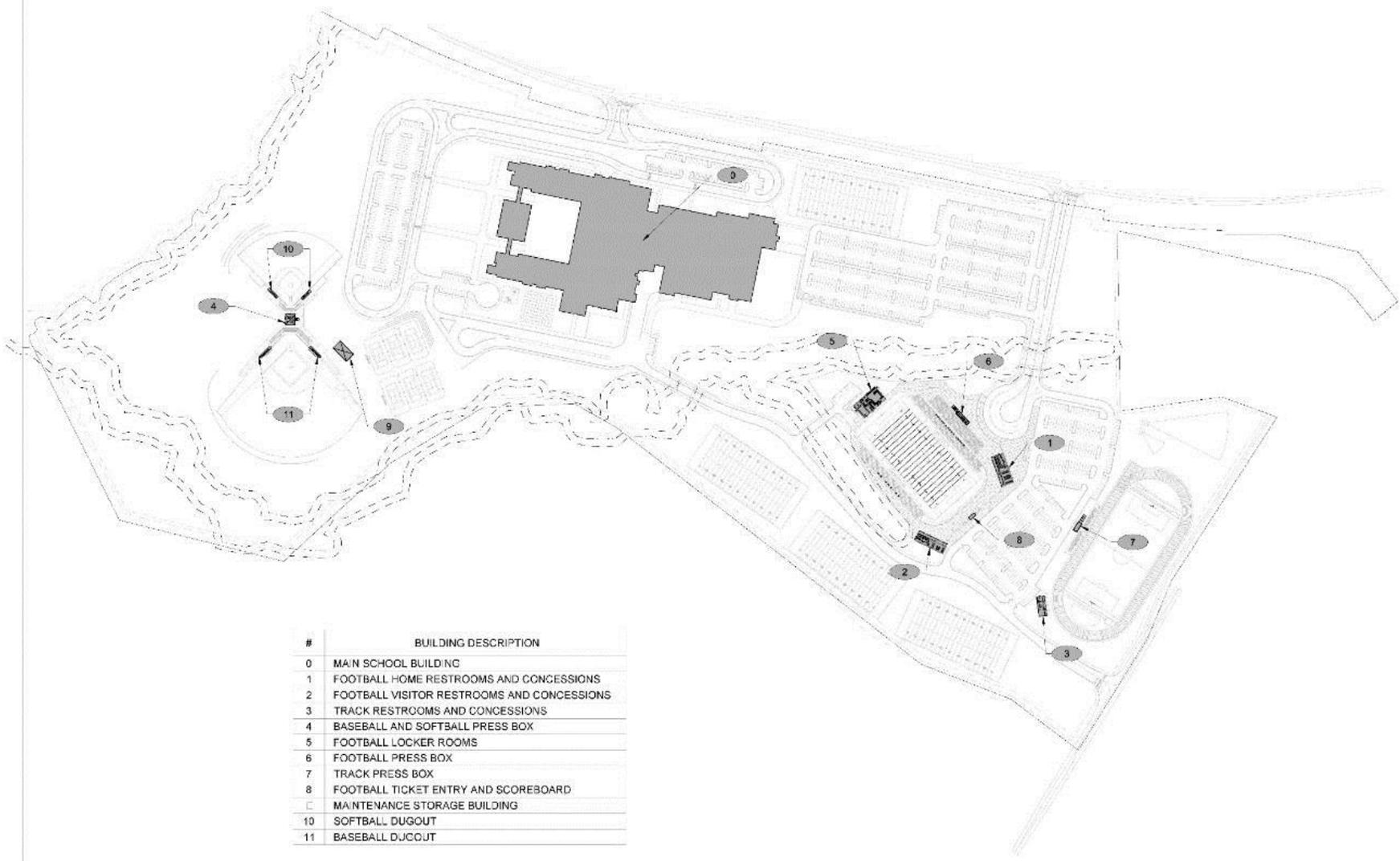
ARCHITECTS

412 Manning Street
Wendell, North Carolina
27586



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**FORT MILL HIGH SCHOOL #3
BUILDING PACKAGE
FORT MILL SCHOOL DISTRICT-YORK 4
FORT MILL, SOUTH CAROLINA**



#	BUILDING DESCRIPTION
0	MAIN SCHOOL BUILDING
1	FOOTBALL HOME RESTROOMS AND CONCESSIONS
2	FOOTBALL VISITOR RESTROOMS AND CONCESSIONS
3	TRACK RESTROOMS AND CONCESSIONS
4	BASEBALL AND SOFTBALL PRESS BOX
5	FOOTBALL LOCKER ROOMS
6	FOOTBALL PRESS BOX
7	TRACK PRESS BOX
8	FOOTBALL TICKET ENTRY AND SCOREBOARD
9	MAINTENANCE STORAGE BUILDING
10	SOFTBALL DUGOUT
11	BASEBALL DUGOUT

No.	Description	Date

DATE: 09/11/2016

CUSTOMER: XS

PROJECT NO: 16001

DATE: OCT 31, 2016

FILE: 1116

OVERALL SITE PLAN BUILDING LAYOUT

FILE NO:

C401



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ARCHITECTS

112 Meeting Street
West Columbia
South Carolina



FENCING SCHEDULE	
A	4FT HIGH BLACK VINYL COATED CHAIN LINK
B	5FT HIGH BLACK VINYL COATED CHAIN LINK
C	5FT HIGH BLACK VINYL COATED CHAIN LINK WITH YELLOW SAFETY CAP ON TOP RAIL
D	6FT HIGH BLACK VINYL COATED CHAIN LINK
E	10FT HIGH BLACK VINYL COATED CHAIN LINK
F	ORNAMENTAL ALUMINUM FENCE WITH BRICK COLUMNS
G	BASEBALL BACKSTOP FENCING
H	SOFTBALL BACKSTOP FENCING
J	TENNIS FENCING

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**FORT MILL HIGH SCHOOL #3
BUILDING PACKAGE
FORT MILL SCHOOL DISTRICT-YORK 4
FORT MILL, SOUTH CAROLINA**

No.	Description	Date

DRAWN BY: RJS

CHECKED BY: XS

CONTRACT NO: 16001

DATE: OCT 31, 2016

OVERALL FENCING PLAN

SCALE: AS SHOWN

C402



**FORT MILL
SCHOOLS**
"Children First"

Jumper
Carter
Slasko
ARCHITECTS



**Jumper
Carter
Sease**

ARCHITECTS

412 Meeting Street
Waxhams, South Carolina

**FORT MILL HIGH SCHOOL #3
FORT MILL SCHOOL DISTRICT
FORT MILL, SOUTH CAROLINA**

View drawings for the scope of project at the time of issuance. No responsibility is assumed for any changes or omissions in the drawings after the date of issuance.

No.	Description	Date

DESIGNED BY:

CHECKED BY:

DATE:

PROJECT NO. 15001

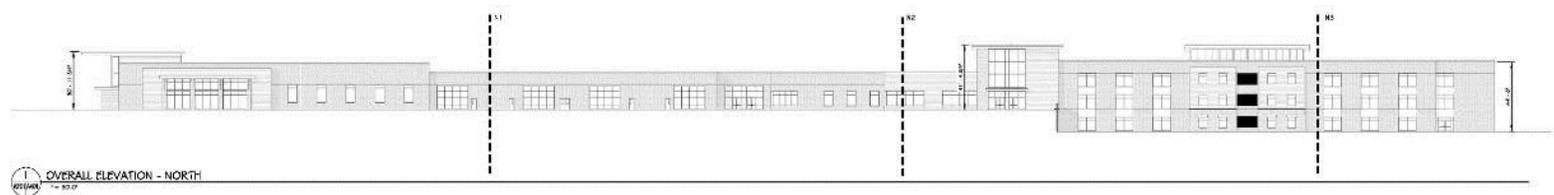
DATE: 07/28/2016

SHEET TITLE

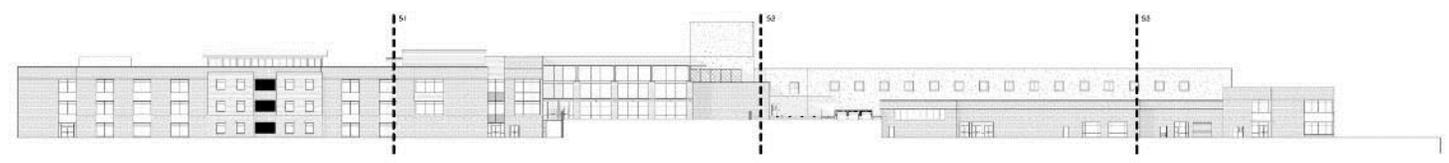
OVERALL EXTERIOR ELEVATIONS

SHEET NO.

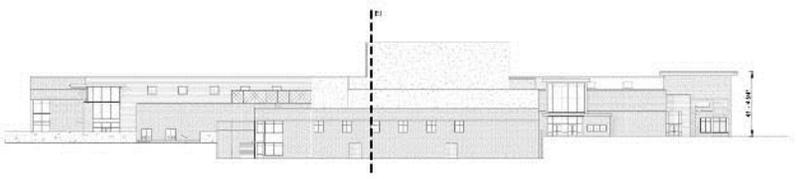
A401



1 OVERALL ELEVATION - NORTH
1/4" = 10'-0"



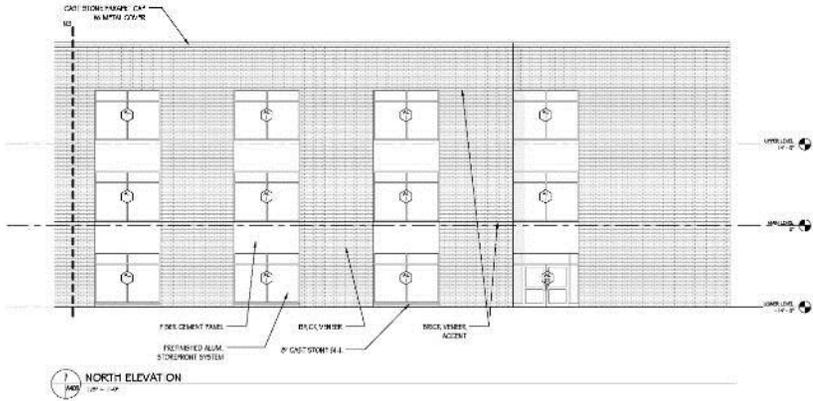
2 OVERALL ELEVATION - SOUTH
1/4" = 10'-0"



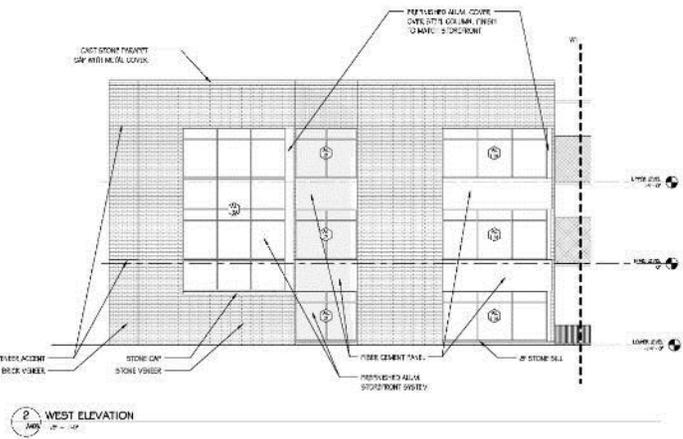
3 OVERALL ELEVATION - EAST
1/4" = 10'-0"



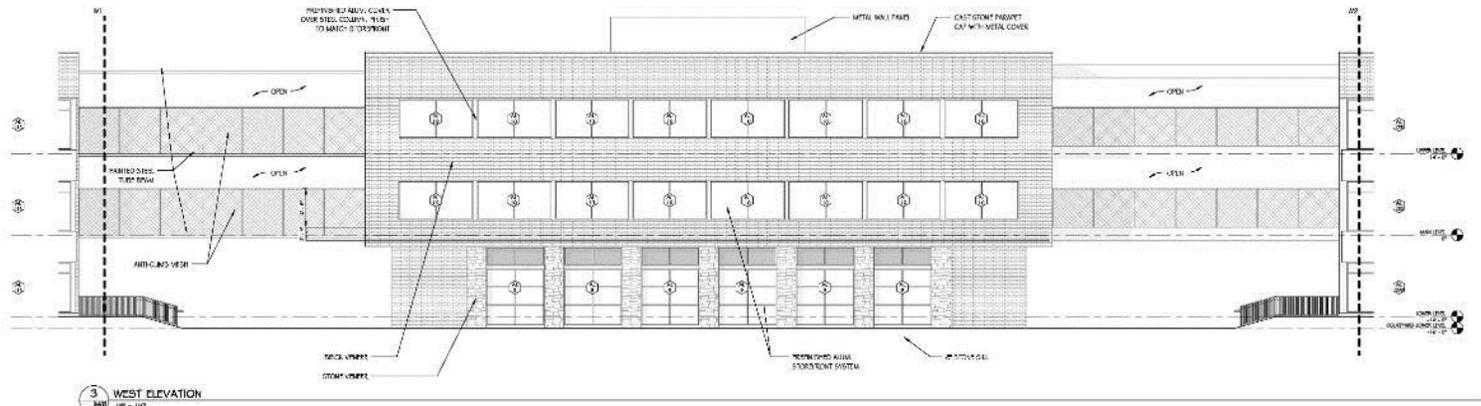
4 OVERALL ELEVATION - WEST
1/4" = 10'-0"



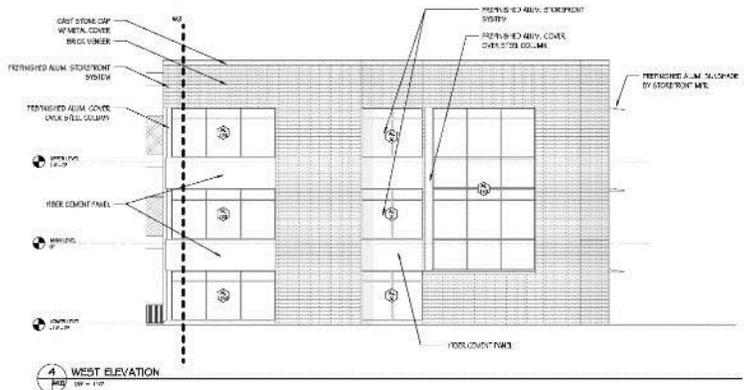
1 NORTH ELEVATION
10' - 0"



2 WEST ELEVATION
10' - 0"



3 WEST ELEVATION
10' - 0"



4 WEST ELEVATION
10' - 0"

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Raleigh, NC 27601
Each Carolina

www.jumpercartersease.com

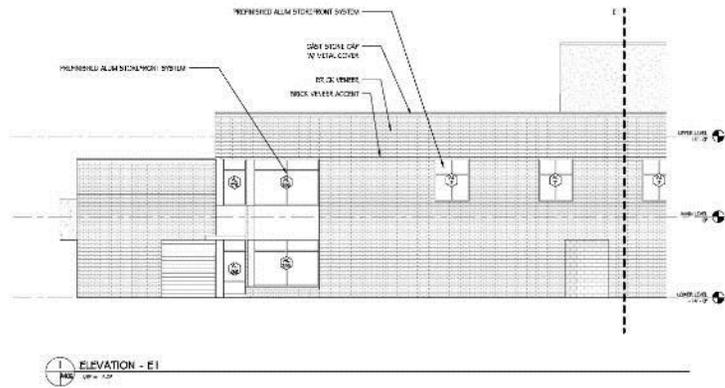
FORT MILL HIGH SCHOOL #3
 FORT MILL SCHOOL DISTRICT
 FORT MILL, SOUTH CAROLINA

No.	Description	Date

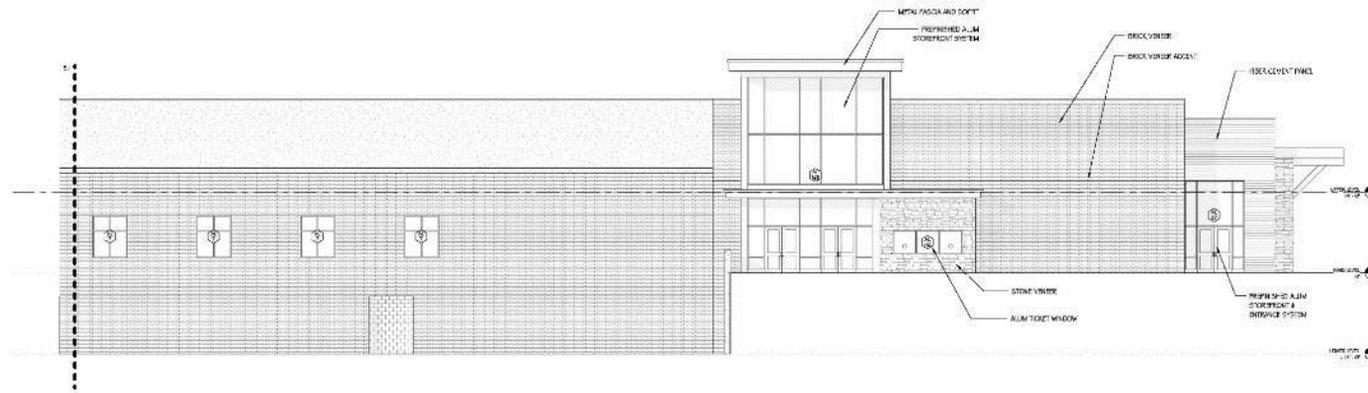
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 15-REVISED BY
 15001
 DATE 07/26/2016
 15-12 TITLE
 EXTERIOR ELEVATIONS

A403

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 16001.rvt (07/11/16)



1 ELEVATION - E1
1/8" = 1'-0"



2 ELEVATION - E2
1/8" = 1'-0"

**Jumper
 Carter
 Sease**

ARCHITECTS
 412 Meeting Street
 West Columbia
 South Carolina

FORT MILL HIGH SCHOOL #3
 FORT MILL SCHOOL DISTRICT
 FORT MILL, SOUTH CAROLINA

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No	Description	Date

DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 SCALE NO: 16001
 DATE: 07/28/2016
 SHEET TITLE: EXTERIOR ELEVATIONS

SHEET NO:
A406

Fort Mill Town Council



Meeting Information

Meeting Type	Planning Commission
Meeting Date	September 20, 2016

Request Summary

Request Type	Action (Old Bus.)	X	Action (New Bus.)	Info/Discussion
	Public Hearing		Executive Session	Other

Case Summary

Case Type	Annexation	X	Rezoning	Text Amendment
	Subdivision Plat		Appearance Review	Other

Property Information

Applicant	Pace Development Group, Inc.
Property Owner	IOTA Doby Bridge LLC
Property Location	Fort Mill Parkway
Tax Map Number	020-12-01-191, 020-12-01-192 & 020-12-01-193
Acreage	44.64 +/- acres
Current Zoning	PND Planned Neighborhood Development
Proposed Zoning	R-15 Residential
Existing Use	Vacant / Wooded

Title

An ordinance amending the Zoning Map of the Town of Fort Mill so as to change the zoning designation for York County Tax Map Numbers 020-12-01-191, 020-12-01-192, 020-12-01-193, and 020-12-01-194, such parcels containing approximately 44.64 +/- acres located on Fort Mill Parkway, from PND Planned Neighborhood Development to R-15 Residential

Background Information

Site Characteristics

The property is located on Fort Mill Parkway, across from the main entrance to the future High School #3. The property contains approximately 1,350 linear feet of road frontage on Fort Mill Parkway. The property abuts Nims Lake on the west. A stream is located on the northern

boundary, between the property and the existing Whitegrove subdivision. The property to the east is planned for future commercial development.

Neighboring Uses

Direction	Zoning	Existing Use
North	R-10	Whitegrove Subdivision (Single-Family)
South	R-15	Vacant (Future Site of High School #3)
East	HC	Vacant
West	RUD	Single-Family Residence (County)

Zoning Summary

The property is currently zoned PND Planned Neighborhood Development. Though the property is currently held in common ownership with the Massey subdivision, the property was not included in the original Massey PND master plan, which was adopted in 2006.

The applicant has requested to change the zoning designation from PND to R-15 Residential, with the intent of developing a single-family residential subdivision.

The R-15 district is intended for “low-to-medium density residential” development. The R-15 district allows single-family residences, public facilities, and non-commercial agricultural uses by right, as well as daycare facilities, public utility substations and religious institutions as conditional uses. The minimum lot area is 15,000 square feet per dwelling unit, and the minimum lot width is 100 feet at the building line. The minimum setback requirements are 35 feet in the front and rear, and 10 feet on both sides. The maximum building height is 35 feet.

The property is also subject to the requirements of the Corridor Overlay District (COD/COD-N), regardless of the underlying zoning designation.

Comprehensive Plan

The property is located within an area that has been designated as “High Density Residential” on the Town of Fort Mill’s Future Land Use Map, last updated in May 2016. The comprehensive plan generally defines “high density” as five or more dwelling units per acre.

The property is also located on the periphery of “Node 8.” The Comprehensive Plan recommends the following types of development within Node 8:

“Development in Node 8 will primarily be higher density residential near the center of the node and along the Fort Mill Southern Bypass, with neighborhood commercial near the intersection of Doby’s Bridge Road and the Bypass, and medium density residential near the periphery including townhomes and

apartments, transitions to single family detached homes to the east and south near the river.”



Traffic Impact

Primary access to and from the property will be via Fort Mill Parkway, a two-lane undivided highway with a posted speed limit of 45 MPH. The planned high school located across the street from the property will include a new signalized entrance on Fort Mill Parkway. During the plat review and approval process, staff will recommend that the primary access road serving the property be aligned with the future school driveway. Staff will also recommend a road stub out to provide internal connectivity to future commercial development on the eastern side of the property.

At LOS E, the capacity of Fort Mill Parkway is currently 17,200 trips per day. SCDOT traffic counts for Fort Mill Parkway (between Brickyard Road and Whites Road) in the year 2015 were 6,700 vehicle trips per day (39.0%).

At a maximum density of 2.3 dwelling units per acre, the R-15 district would yield no more than 103 dwelling units. According to ITE trip generation rates, this would result in a projected traffic impact of 981 additional trips per day, with up to 77 in the AM peak hour and 103 in the PM peak hour.

Under the terms of the proposed development agreement (see New Business Item #2), the applicant would be permitted to construct up to 75 single-family dwelling units. According to ITE trip generation rates, this would generate 714 additional trips per day, with up to 56 in the AM peak hour and 75 in the PM peak hour.

For the sake of comparison, if the property were developed as high-density residential, as recommended in the comprehensive plan, a zoning designation of RM-15 could yield as many as 670 multi-family units. According to ITE trip generation rates, this would generate 4,456 additional trips per day, with up to 342 in the AM peak hour and 415 in the PM peak hour.

The chart below illustrates the anticipated traffic impact from three possible alternatives for the property:

- Alternative #1: Rezone the property to R-15 without a development agreement
- Alternative #2: Rezone the property to R-15 with the development agreement as proposed
- Alternative #3: Rezone the property to RM-15, the district most closely aligned with the recommendations of the Comprehensive Plan (*Note: The PND district will be eliminated in the new UDO*)

Zoning	Max Units	Daily	AM Peak	PM Peak
R-15 – w/o Dev. Ag.	103	981	77	103
R-15 – w/ Dev. Ag.	75	714	56	75
RM-15 – Comp Plan	670	4,456	342	415

As with all other projects, a traffic impact analysis will be required prior to preliminary plat approval if future development is projected to generate 100 or more daily peak hour trips, or if required by SCDOT.

Fire Impact

The property is located approximately 3.2 miles (6 minutes) ordinary driving distance from the town’s main fire station on Tom Hall Street. The property is located approximately 1.1 miles (2 minutes) ordinary driving distance from the temporary fire station at 1881 N Dobys Bridge Road.

As part of the proposed development agreement contained in New Business Item #2, the applicant has agreed to subdivide and donate a 1.25-acre site for construction of a permanent fire station on Fort Mill Parkway. The town’s draft budget for FY 2016-17 includes \$2 million for construction of a new fire station.

Utility Impact

The subject property will be served by the town’s water and sewer system. Earlier this summer, the town awarded a contract for the installation of a new water line on Fort Mill Parkway. There is an existing sewer force main which crosses the property. Modifications to the force main may be required to accommodate the project, particularly in the area surrounding the future fire station site. As with all other projects, any additional upgrades necessary to serve the project would be borne by the applicant.

School Impact

Based on the proposed development agreement, the applicant would be permitted to construct up to 75 single-family dwelling units on the property. According to the Fort Mill School District’s enrollment calculator, the impact of 75 new homes would be as follows:

Type	Enrollment	% of a School
Elementary	23	2.3%
Middle	10	1.0%
High	15	0.6%
TOTAL	48	

For the purpose of comparison, below is the estimated impact on school enrollment if the property were to be developed as high density residential (RM-15), as recommended by the comprehensive plan:

Type	Enrollment	% of a School
Elementary	207	20.7%
Middle	92	9.2%
High	137	5.7%
TOTAL	436	

Discussion

As mentioned above, the town’s Comprehensive Plan recommends “high density residential” as the preferred land use in this location. Though staff rarely recommends in favor of rezoning requests that are inconsistent with the comprehensive plan, in this instance, we believe that R-15 zoning would be appropriate.

The future high school is projected to open in 2019. The high school will have a significant traffic impact on Fort Mill Parkway, particularly during the AM peak hour. If, as recommended by the comprehensive plan, the subject property was rezoned and developed with high density residential, the traffic impact generated by up to 670 apartments, combined with a 2,400-student high school, would cause a significant traffic concern for Fort Mill Parkway.

The R-15 single-family project proposed by the applicant will generate approximately 84% fewer daily and peak hour trips than a multi-family project at this location. In addition, the enrollment impact to the school district from 75 single-family homes would be up to 89% less than if the property were rezoned to permit high density residential. Therefore, staff recommends in favor of the rezoning request from PND to R-15.

Alternatives	
1.	Recommend approval of the rezoning request from PND to R-15.
2.	Recommend denial of the rezoning request from PND to R-15.

Staff Recommendation	
Recommendation	Staff recommends in favor of approving the rezoning request from PND to R-15.
Name & Title	Joe Cronin, Planning Director

Department	Planning Department
Date of Request	September 14, 2016

Legislative History	
Planning Commission	Scheduled – 09/20/2016
First Reading	Scheduled – 09/26/2016
Public Hearing	Scheduled – 09/26/2016 & 10/10/2016
Second Reading	Pending
Effective Date	Pending

Attachments

- Rezoning Application
- Aerial Map
- Zoning Map
- Draft Rezoning Ordinance

TOWN OF FORT MILL
APPLICATION FOR ZONING MAP AMENDMENT

APPLICANT(S):

NAME	ADDRESS	PHONE NUMBER
Pace Development Group	6719-C Fairview Road Charlotte, NC 28210	704-365-1208

Area of Subject Property: 44.64 acres and/or _____ square feet

What is the CURRENT zoning for the parcel(s)? PND

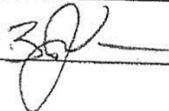
What is the proposed zoning for the parcel(s)? R-15

Does the applicant own all of the property within the zoning proposal? No

State the proposed change and reason(s) for request: (Attach additional sheets if needed)

To allow for R-15 lot development with a potential of 70 lots as opposed to the 356 lots allowed under the current zoning.

As Owner(s) of the property described below, I/we request that our property be rezoned as indicated.

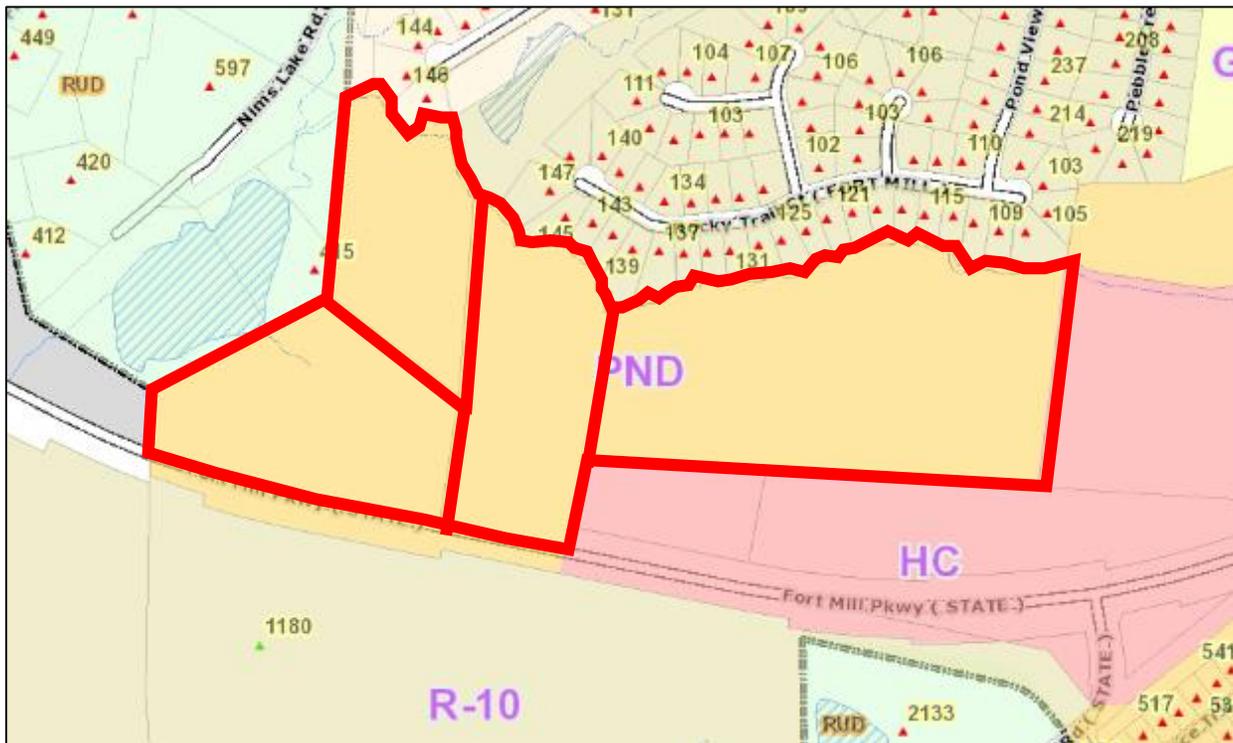
TAX MAP NUMBER	PROPERTY ADDRESS	OWNER	OWNER'S SIGNATURE
0201201191, 0201201192, 0201201193, 0201201194	Doby Bridge Rd, Fort Mill, SC	IOTA Doby Bridge, LLC	

Please return application and fee to: Town of Fort Mill, PO Box 159, Fort Mill, SC 29716

Aerial Map



Zoning Map



STATE OF SOUTH CAROLINA
TOWN COUNCIL FOR THE TOWN OF FORT MILL
ORDINANCE NO. 2016-___

AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF FORT MILL SO AS TO CHANGE THE ZONING DESIGNATION FOR YORK COUNTY TAX MAP NUMBERS 020-12-01-191, 020-12-01-192, 020-12-01-193, AND 020-12-01-194, SUCH PARCELS CONTAINING APPROXIMATELY 44.64 +/- ACRES LOCATED ON FORT MILL PARKWAY, FROM PND PLANNED NEIGHBORHOOD DEVELOPMENT TO R-15 RESIDENTIAL

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE TOWN COUNCIL FOR THE TOWN OF FORT MILL:

Section I. The Zoning Map of the Town of Fort Mill is hereby amended to change the zoning designation for York County Tax Map Numbers 020-12-01-191, 020-12-01-192, 020-12-01-193, and 020-12-01-194, such parcels containing a total of 44.64 +/- acres located on Fort Mill Parkway, from PND Planned Neighborhood Development to R-15 Residential. A property map of the parcels subject to this rezoning Ordinance is included in the attached Exhibit A.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after the date of adoption.

SIGNED AND SEALED this ____ day of _____, 2016, having been duly adopted by the Town Council for the Town of Fort Mill on the ____ day of _____, 2016.

First Reading: September 26, 2016
Public Hearing: September 26, 2016
Second Reading: October 10, 2016

TOWN OF FORT MILL

Guynn H. Savage, Mayor

LEGAL REVIEW

ATTEST

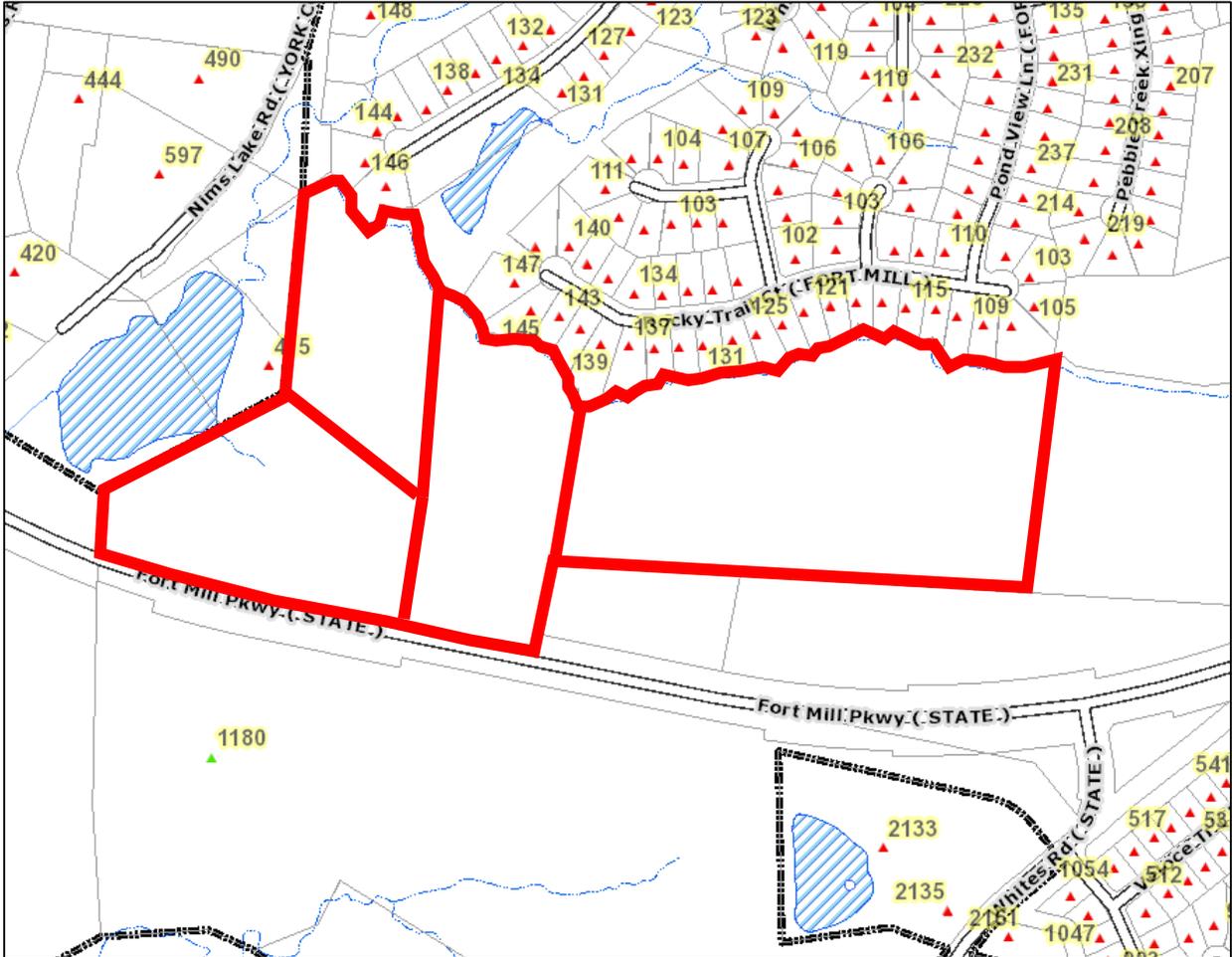
Virginia C. Burgess, Town Clerk

Barron B. Mack, Jr, Town Attorney

Exhibit A

Property Map

York County Tax Map Numbers 020-12-01-191, 020-12-01-192, 020-12-01-193 & 020-12-01-194



Fort Mill Town Council



Meeting Information

Meeting Type	Planning Commission
Meeting Date	September 20, 2016

Request Summary

Request Type	Action (Old Bus.)	X	Action (New Bus.)	Info/Discussion
	Public Hearing		Executive Session	Other

Case Summary

Case Type	Annexation		Rezoning		Text Amendment
	Subdivision Plat		Appearance Review	X	Other

Property Information

Applicant	Pace Development Group, Inc.
Property Owner	IOTA Doby Bridge LLC
Property Location	Fort Mill Parkway
Tax Map Number	020-12-01-191, 020-12-01-192 & 020-12-01-193
Acreage	44.64 +/- acres
Current Zoning	PND Planned Neighborhood Development
Proposed Zoning	R-15 Residential
Existing Use	Vacant / Wooded

Title

An ordinance authorizing the entry by the Town of Fort Mill into a Development Agreement with Pace Development Group, Inc., for property located at York County Tax Map Numbers 020-12-01-191, 020-12-01-192, 020-12-01-193, and 020-12-01-194, such parcels containing approximately 44.64 +/- acres located on Fort Mill Parkway; authorizing the execution and delivery of such Development Agreement; and other matters relating thereto

Background Information

Site Characteristics See New Business Item #1 for Site Characteristics.

Neighboring Uses See New Business Item #1 for Neighboring Uses.

Zoning Summary

As referenced in New Business Item #1, the property is currently zoned PND Planned Neighborhood Development. The applicant has requested to change the zoning designation from PND to R-15 Residential, with the intent of developing a single-family residential subdivision.

The R-15 district is intended for “low-to-medium density residential” development. The R-15 district allows single-family residences, public facilities, and non-commercial agricultural uses by right, as well as daycare facilities, public utility substations and religious institutions as conditional uses. The minimum lot area is 15,000 square feet per dwelling unit, and the minimum lot width is 100 feet at the building line. The minimum setback requirements are 35 feet in the front and rear, and 10 feet on both sides. The maximum building height is 35 feet.

Under the terms of the proposed development agreement, the applicant has requested the following modifications to the town’s current R-15 zoning requirements:

- Permitted Uses: Permitted uses would be restricted to single-family detached residences (up to 75 units, or 1.68 dwelling units per acre), and publicly owned buildings, facilities or land (including public safety facilities and offices).
 - *Note: The current R-15 district does not restrict overall density. The draft UDO will limit residential density in the R-15 district to 2.3 dwelling units per acre.*
- Lot Area: 10,000 square foot minimum lot size and 15,000 square foot average lot size; provided, no more than 25% of all single-family lots may be less than 12,500 square feet.
 - *Note: The current R-15 district requires a minimum lot size of 15,000 square feet. The draft UDO will allow a minimum lot size of 10,000 square feet, and an average lot size of 15,000 square feet, in the R-15 district.*
- Lot Widths: 80-foot minimum and 90-foot average.
 - *Note: The current R-15 district requires a 100-foot minimum lot width. The draft UDO will allow an 80-foot minimum lot width, and a 90-foot average lot width, in the R-15 district.*
- Buffer Requirements: A 35-foot natural or replanted buffer shall

be provided along neighboring parcels which are zoned for residential use.

- *Note: The current R-15 district does not require a perimeter buffer. The draft UDO would require a buffer of at least 30 feet in this location.*
- **Open Space Requirements:** A minimum of 20% of the total land area (excluding the fire station site) must be set aside as open space. At least 50% of the required open space shall be “usable” open space.
 - *Note: The current R-15 district does not contain a minimum open space requirement. The draft UDO requires a minimum of 20% open space, at least 50% of which shall be “usable” open space.*

The property is also subject to the requirements of the Corridor Overlay District (COD/COD-N), regardless of the underlying zoning designation.

Comprehensive Plan

See New Business Item #1 for additional information regarding conformity with the Comprehensive Plan.

Traffic Impact

See New Business Item #1 for more information regarding Traffic Impact.

The chart below illustrates the anticipated traffic impact from three possible alternatives for the property:

- **Alternative #1:** Rezone the property to R-15 without a development agreement
- **Alternative #2:** Rezone the property to R-15 with the development agreement as proposed
- **Alternative #3:** Rezone the property to RM-15, the district most closely aligned with the recommendations of the Comprehensive Plan (*Note: The PND district will be eliminated in the new UDO*)

Zoning	Max Units	Daily	AM Peak	PM Peak
R-15 – w/o Dev. Ag.	103	981	77	103
R-15 – w/ Dev. Ag.	75	714	56	75
RM-15 – Comp Plan	670	4,456	342	415

Fire Impact

See New Business Item #1 for additional information regarding Fire Impact.

As part of the proposed development agreement, the applicant has agreed to subdivide and donate a 1.25-acre site for construction of a permanent fire station on Fort Mill Parkway. The town’s draft budget for FY 2016-17 includes \$2 million for construction of a new fire station.

Utility Impact

See New Business Item #1 for additional information regarding Utility Impact.

School Impact

See New Business Item #1 for additional information regarding School Impact.

Discussion

The property contains approximately 44.64 +/- acres located on Fort Mill Parkway. The applicant has requested that the town enter into a development agreement for a period of five years. Pursuant to Sec. 6-31-40 of the S.C. Code of Laws:

“A local government may enter into a development agreement with a developer for the development of property as provided in this chapter provided the property contains twenty-five acres or more of highland. Development agreements involving property containing no more than two hundred fifty acres of highland shall be for a term not to exceed five years.”

While the applicant has requested some modifications to the town’s existing R-15 zoning requirements, these modifications are substantially consistent with the new R-15 requirements contained in the draft UDO, which is currently pending approval by town council.

The proposed development would restrict overall density to 1.68 dwelling units per acre (up to 75 single-family units), which is approximately 27% lower than the 2.30 dwelling units per acre (up to 103 single-family units) which would be permitted under the draft UDO.

The proposed 1.25-acre fire station site donation will improve the town’s ability to provide fire service in the southern portion of the town limits, particularly along Fort Mill Parkway and S Dobys Bridge Road.

As stated in New Business Item #1, staff supports the rezoning request to R-15. We also recommend in favor of the development agreement.

Alternatives	
1.	Recommend approval of the draft development agreement, as submitted.
2.	Recommend approval of the draft development agreement, with modifications.
3.	Recommend denial of the draft development agreement.

Staff Recommendation	
Recommendation	Staff recommends in favor of approving the development agreement, as submitted.
Name & Title	Joe Cronin, Planning Director
Department	Planning Department
Date of Request	September 14, 2016

Legislative History	
Planning Commission	Scheduled – 09/20/2016
First Reading	Scheduled – 09/26/2016
Public Hearing	Scheduled – 09/26/2016 & 10/10/2016
Second Reading	Pending
Effective Date	Pending

Attachments

- Concept Plan
- Draft Ordinance
- Draft Development Agreement

STATE OF SOUTH CAROLINA
TOWN COUNCIL FOR THE TOWN OF FORT MILL
ORDINANCE NO. 2016-__

AN ORDINANCE AUTHORIZING THE ENTRY BY THE TOWN OF FORT MILL INTO A DEVELOPMENT AGREEMENT WITH PACE DEVELOPMENT GROUP, INC., FOR PROPERTY LOCATED AT YORK COUNTY TAX MAP NUMBERS 020-12-01-191, 020-12-01-192, 020-12-01-193, AND 020-12-01-194, SUCH PARCELS CONTAINING APPROXIMATELY 44.64 +/- ACRES LOCATED ON FORT MILL PARKWAY; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH DEVELOPMENT AGREEMENT; AND OTHER MATTERS RELATING THERETO

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE TOWN COUNCIL FOR THE TOWN OF FORT MILL:

ARTICLE I

FINDINGS OF FACT

Section 1.1 Findings of Fact. As an incident to the adoption of this Ordinance, the Town Council (the "Town Council") of the Town of Fort Mill, South Carolina (the "Town"), has made the following findings:

(A) The Town is authorized pursuant to the provisions of the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 through 6-31-160, inclusive, of the Code of Laws of South Carolina, 1976, as amended (herein and as codified, the "Act"), to enter into development agreements with developers (as defined in the Act) to promote comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources and reduce the economic cost of development.

(B) The Town has engaged in negotiations with Pace Development Group, Inc., (the "Developer"), with respect to the terms of the development agreement attached hereto as Exhibit A (the "Agreement"), and has reached an agreement with the Developer on the matters set forth in the Agreement. The Property (as defined in the agreement), identified as York County Tax Map Numbers 020-12-01-191, 020-12-01-192, 020-12-01-193, and 020-12-01-194, has by ordinance adopted on September 26, 2016 (Ordinance No. 2006-19) been annexed into the Town upon the petition of 100% of the owners thereof, pursuant to Section 5-3-150, Code of Laws of South Carolina, 1976, as amended.

(C) After due investigation, the Town Council has determined that it is in the best interests of the Town to approve the Agreement and authorize its execution and delivery.

(D) The Town Council has made a finding that the development of the Property as proposed in the Concept Plan, as defined in the Agreement, is consistent with the Town's comprehensive plan and land development regulations in effect as of the date hereof.

(E) The Town Council has determined that all conditions precedent to the execution and delivery of the Agreement shall, upon the final reading of this Ordinance (herein, "Ordinance"), have been met. Two public hearings, as required by Section 6-31-50 of the Act, have been duly noted and held.

(F) The Town Council is adopting this Ordinance in order to:

- (1) approve the entry by the Town into the Agreement; and
- (2) authorize the execution and delivery of the Agreement on behalf of the Town.

ARTICLE II

THE AGREEMENT

Section 2.1 Authorization of Agreement. The Town Council hereby authorizes the entry by the Town into the Agreement in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 2.2 Execution and Delivery of Agreement. The Town Council authorizes the Mayor of the Town to execute and deliver the Agreement to the Developer. The Town Clerk is authorized to affix, emboss, or otherwise reproduce the seal of the Town to the Agreement and attest the same.

Section 2.3 Effective date. This ordinance shall be effective from and after the date that the Developer takes title to all portions of the Property through one or more deeds recorded in the Office of the Register of Deeds, York County, South Carolina. If the Property is not acquired by the Developer within one hundred and twenty (120) days from the date of adoption, this ordinance shall be of no force or effect.

Section 2.4 Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNED AND SEALED this ____ day of _____, 2016, having been duly adopted by the Town Council for the Town of Fort Mill on the ____ day of _____, 2016.

First Reading: September 26, 2016
Public Hearing #1: September 26, 2016
Public Hearing #2: October 10, 2016
Second Reading: October 10, 2016

TOWN OF FORT MILL

Guynn H. Savage, Mayor

LEGAL REVIEW

ATTEST

Barron B. Mack, Jr, Town Attorney

Virginia C. Burgess, Town Clerk

EXHIBIT A TO ORDINANCE

DEVELOPMENT AGREEMENT

WHEREAS, the Town finds that the program of development for this Property (as hereinafter defined) proposed by Developer over the next five (5) years is consistent with the Town's comprehensive land use plan and will further the health, safety, welfare and economic wellbeing of the Town and its residents; and

WHEREAS, the development of the Property and the program for its development presents an opportunity for the Town to secure quality planning and growth, protection of the environment, and to strengthen and revitalize the Town's tax base; and

WHEREAS, this Agreement is being made and entered into between Developer and the Town, under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, consistent with its approved Concept Plan (as hereinafter defined) without encountering future changes in law which would materially affect the Developer's ability to develop the Property under its Concept Plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the Town; and

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Fort Mill and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, Fort Mill and Developer hereby agree as follows:

1. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

2. DEFINITIONS.

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as Exhibit A.

“Code of Ordinances” means the Code of Ordinances for the Town in effect as of the date hereof, a complete copy of which is on file with the Developer’s office.

“Concept Plan” means that certain document entitled “Huff Property Sketch Plan,” prepared by Dilworth Planning Studio, LLC, and attached hereto as Exhibit B, as it may be amended from time to time pursuant to this Agreement.

“Developer” means Developer, all permitted assignees of Developer and all successors in title or lessees of the Developer who undertake development of the Property as a Developer or who are transferred Development Rights and Obligations.

“Development Rights and Obligations” means the rights, obligations, benefits and approvals of the Developer or Developer(s) under this Agreement.

“Major Modification” means a change to the Agreement wherein the change is one that requires public notice, hearing and an approving ordinance of Town Council before the modification can be effected, pursuant to S.C. Code Ann. 6-31-60. The parties agree that for purposes of this Agreement, the following are deemed to be Major Modifications:

- 1) Increase in the number of approved residential dwelling units;
- 2) Change in permitted uses;
- 3) Decrease in public or private open space or on-site amenities less than that required in the Zoning Ordinance, or as may be superseded by this agreement;
- 4) Adding property to the Property covered at any one time by this Agreement;
- 5) Removing any part of the Property from the Agreement; and
- 6) Material change in the Development Schedule shown in Exhibit D hereto.

The parties agree that, in addition to the foregoing enumerated items, there may be additional actions or events which may constitute Major Modifications under the Act, irrespective of omission from the foregoing. Such an action or event, if reasonably determined by the Town to constitute a Major Modification pursuant to the requirements of the Act, shall also be subject to the procedural requirements stated above.

“Minor Modifications” means changes to this Agreement which do not require public notice and hearing prior to implementation but which do require administrative approval. The parties

otherwise agree that a Minor Modification is one which does not change the beneficial use of the Property. Authority to approve changes other than Major Modifications shall be granted to the Town Planning Director. The Planning Director shall have the duty to determine whether any specific change is a Major Modification, provided that the Developer shall have the right to have any request for change processed as a Major Modification, notwithstanding the provisions hereof.

“Owners Association” means a legal entity formed by Developer pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the Town for perpetual ownership and maintenance, to include but not be limited to: private roads and alleyways, common areas, neighborhood parks and recreational facilities, and storm water management systems.

“Project” means the development project envisioned by the Concept Plan and approved by the Town pursuant to this Agreement, as it may be amended from time to time pursuant to this Agreement.

“Property” means the tract of land described in Exhibit C.

“Term” means the duration of this Agreement as set forth in Section 3 hereof.

“Zoning Ordinance” means the Zoning Ordinance for the Town in effect as of the date hereof, a complete copy of which is on file with the Developer’s office.

3. TERM.

The Developer represents and warrants that the Property consists of a total of not less than 25 acres and not more than 250 acres of “highland” within the meaning given that term by the Act. This Agreement takes effect and its term shall commence on the date on which this Agreement is executed by the Town and the Developer, and shall terminate upon completion of development of the Property or five (5) years from the date of execution, whichever event first occurs. Developer must deliver to the Town Manager clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the Town Manager has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Tuesday, January 10, 2017, then this Agreement is automatically terminated without further action of either the Town or Developer. In

order to fully realize the benefits accruing to Town and Developer recited in this Agreement, if the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement at the conclusion of the initial five-year term, the termination date of this Agreement shall be extended by written approval of both the Town and the Developer for an additional five-year term. The Town and Developer shall by written approval further extend the term for an additional five-year term so long as the Developer is not in default at the conclusion of the initial extended five-year term. In no event shall this Agreement extend beyond the fifteenth anniversary of the Effective Date. Notwithstanding the terms and provisions in this Section or elsewhere in this Agreement to the contrary, if a court of competent jurisdiction hereafter determines that the length of the Term, or the provisions for the extension of the Term set forth above, exceeds the maximum term allowed under the Act and if all applicable judicial appeal periods have expired without such determination being overturned, then the Term of this Agreement relative to all or specific affected portions of the Property shall be reduced to the maximum permissible term under the Act.

4. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with this Agreement, the Zoning Ordinance, and in particular the R-15 Residential zoning classification provisions thereof, the Code of Ordinances, and other applicable land development regulations required by the Town (except as may be superseded by this Agreement), State, and/or Federal Government. The Town shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by the Zoning Ordinance and Code of Ordinances. The Town shall review applications for development approval based on the development standards adopted as a part of the Zoning Ordinance and Code of Ordinances, unless such standards are superseded by the terms of this Agreement, in which case the terms of this Agreement shall govern. Developer will establish, through covenants running with the land, requirements for architectural elements and architectural style for the Project that will be enforced by Developer. At a minimum, the exterior of all structures within the Property shall feature quality materials such as brick, natural stone, stucco, wood and/or fiber cement siding. Metal, concrete block (including split face and scored block), precast or formed in place concrete, and vinyl siding, shall not be permitted as a primary external building material.

The Developer and Town acknowledge that a portion of the Property shall be subject to the zoning requirements of the Fort Mill Southern Bypass and Corridor Overlay District-Node (COD-N), unless such requirements are expressly superseded by this Agreement.

5. CONVEYANCES OF PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS.

The Town agrees with the Developer, for itself and its successors and assigns, including successor Developer(s), as follows:

A. Conveyance of Property. In accordance with the Act, the burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors in interest and assigns of all parties hereto, except for the Developers of Excluded Property (as defined in this Agreement). Except in the case of sales of Excluded Property, in the event any Developer shall convey any parcel of the Property or portion thereof, the Developer shall, within fourteen (14) days following such conveyance, deliver to the Town a written acknowledgement of the party to whom such parcel or portion thereof was conveyed whereby such party accepts the assignment of and assumes the rights and obligations of the Developer hereunder with respect to such conveyed parcel or portion thereof. Such acknowledgement shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the assigned residential and commercial density, as applicable, subject to the transfer. Such transferee shall, as of the effective date of such conveyance, be deemed a Developer under this Agreement relative to the portion of the Property acquired by such party. For the purposes of this Agreement, "Excluded Property" means property that is conveyed by the Developer to a third party and is a parcel for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under applicable ordinances governing land development. Excluded Property shall at all times be subject to zoning ordinances, land use ordinances and other ordinances of the Town, including those incorporated in this Agreement. The conveyance by a Developer of Excluded Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Property in accordance with this Agreement.

B. Assignment of Development Rights and Obligations. The Developer shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property without the consent of the Town, provided that the Developer complies with the above notice provisions. Upon the assignment or transfer by Developer of the Development Rights and Obligations, and on the condition that if the Developer has not undertaken any development of the Property, then the Developer shall not have any responsibility or liability to the Town, any Developer or any other person, firm, corporation or entity under this Agreement.

A subsequent Developer transferring Development Rights and Obligations to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights and Obligations hereunder shall be deemed a Developer hereunder required to file with the Town an acknowledgment of this Agreement and a commitment to be bound by it, as set forth in Section 5.A. above.

6. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached to this Agreement as Exhibit D (the "Development Schedule"). Developer shall keep the Town informed of its progress with respect to the Development Schedule by providing written annual reports with respect thereto, including notice of upcoming need for water and sewer service. Pursuant to the Act, the failure of the Developer and any Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions or the Developer's good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, those dates must be modified by the Town. A Major Modification of the Agreement may occur only as provided in the Act and this Agreement.

7. USES AND DENSITY.

Development of the Property shall be limited to the following:

a) Permitted Uses.

The following uses shall be permitted on the Property:

Use	Max Floor Area (SF) or Units
Residential: Single-Family Detached	Up to 75 Units
Publicly owned building, facility or land (including public safety facilities/offices)	N/A

1. Subject to the Maximum Unit counts referenced above, residential uses shall be limited to the following types:

i. Residential (Single-Family Detached)

1. Single-family residential dwellings, detached (other than mobile homes).
2. The developer reserves the right to transfer residential units and densities to any portion of the Property, provided the total number of units does not exceed the maximum unit counts referenced above.
3. Accessory uses and buildings may be permitted on any residential or non-residential lot, provided such uses are not located in front of the principal structure, and provided such uses are located at least five (5) feet from any side or rear property line.
4. Customary home occupations shall be permitted within any residential dwelling, provided the home occupation meets the requirements of Article 1, Section 7(F) of the Zoning Ordinance.
5. Private neighborhood amenities (including, but not limited to, community facilities, neighborhood parks, open space, pools, playgrounds, trails and other customary uses) shall be permitted throughout the Property.

6. All density calculations, to the extent they become relevant during the Term of this Agreement, shall be based upon the gross land area contained within the boundaries of the Property, including wetlands, ponds and lakes, greenways, open space, trails, utility easement areas, roadways, and land donated for public parks and facilities.

b) Development Standards

1. Unless modified by this Agreement, all development within the Property shall meet the requirements set forth in the R-15 Residential zoning district in effect as of the date of this Agreement, including, but not limited to, minimum lot sizes and widths, building setbacks, impervious area, sidewalks, streets and access, open space, signage, landscaping and screening.
- 2) Notwithstanding the applicable provisions of the Code of Ordinances, the Zoning Ordinance, and the UDO, or of any ordinances enacted hereafter, the following development regulations shall apply to the development of the Property:
 - i) Lot Area Requirements for Single-Family Development:
 1. Minimum Lot Area: 10,000 square feet, provided no more than 25% of all single-family lots shall be less than 12,500 square feet.
 2. Average Lot Area: 15,000 square feet
 - ii) Lot Width Requirements for Single-Family Development:
 1. Minimum Lot Width: 80 feet
 2. Average Lot Width: 90 feet
 - iii) Buffer Requirements:
 1. A 35-foot natural buffer shall be provided between the Property and any neighboring parcels which are zoned for residential use. In areas where a natural buffer is disturbed or insufficient to provide an adequate screening effect, a

replanted buffer shall be provided, as required by the Zoning Ordinance.

2. A 35-foot natural buffer shall be provided between the Fire Station Property, as shown on the attached Exhibit B, and any portion of the Property which is proposed for residential use. In areas where a natural buffer is disturbed or insufficient to provide an adequate screening effect, a replanted buffer shall be provided, as required by the Zoning Ordinance.

iv) Open Space Requirements:

1. A minimum of 20% of the total land area within the Property (less and excluding the acreage located within the Fire Station Property) shall be set aside as dedicated open space.
2. A minimum of 50% of the required open space shall be “usable” open space and may include the following: parks, amenitized lakes, rooftop gardens, playgrounds and recreation areas, outdoor sports facilities, surface easements for drainage facilities and pedestrian walkways or paths.

iv) Sidewalk Requirements:

1. Sidewalks shall be provided along the Fort Mill Parkway right-of-way (minimum 8 feet in width), as required within the COD-N. Sidewalks (minimum 5 feet in width) shall be provided on at least one side of each internal street within the Property.

8. EFFECT OF FUTURE LAWS.

Developer shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances and the Zoning Ordinance, as they may be modified in the

future pursuant to the terms hereof, and this Agreement for the entirety of the Term. After the date of execution of this Agreement (and even if the recorded deeds referred to in Section 3 are still pending), future enactments of, or changes or amendments to the Town ordinances, including the Code of Ordinances or the Zoning Ordinance, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Act, or agreed to in writing by the parties. Notwithstanding the foregoing, if the Town's Unified Development Ordinance is amended after the date of this Agreement, then the parties agree that the Developer shall be allowed to apply all or part of such amended Unified Development Ordinance, which shall at Developer's election be applicable to the Property. The parties specifically acknowledge that any building moratoria enacted by the Town during the Term of this Agreement or any adequate public facilities ordinance as may be adopted by the Town shall not apply to the Project except as may be allowed by the Act.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the Town, including but not limited to development impact fees and stormwater utility fees (so long as such development impact fees and stormwater utility fees are applied consistently and in the same manner to all similarly-situated property within the Town limits), or of any law or ordinance of general application throughout the Town found by the Fort Mill Town Council to be necessary to protect the health, safety and welfare of the citizens of the Town. Notwithstanding the above, the Town may apply subsequently enacted laws to the Property only in accordance with the Act.

9. INFRASTRUCTURE AND SERVICES.

Fort Mill and Developer recognize that the majority of the direct costs associated with the development of the Property will be borne by the Developer. Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

A. Potable Water. The Town represents that it has available through an intergovernmental agreement between it, as buyer, and the City of Rock Hill, as seller, dated May, 2012, a sufficient supply of potable water to serve the Property. Potable water will be supplied to the Property by the Town upon request of the Developer and subject to the provisions of this Section 9.A., provided that the Developer keeps the Town informed in writing of its progress with respect to the

Development Schedule as set forth in Section 6. The Town's obligation to provide potable water for use within the Property is subject to any delay in the availability of water capacity or transmission facilities caused by Force Majeure. "Force Majeure" means any act of God, act of war, civil disturbance, failure by the City of Rock Hill to deliver water as contracted, governmental action other than an action taken or initiated by the Town, strikes, lockouts, fire, unavoidable casualties or any other causes beyond the reasonable control of the Town. Developer will construct or cause to be constructed at Developer's cost all necessary water service infrastructure to, from, and within the Property per Town specifications which will be maintained by it or the provider. The Developer shall be responsible for maintaining all related internal water infrastructure until offered to, and accepted by, the Town for public ownership and maintenance. Upon final inspection and acceptance by the Town, the Developer shall provide an eighteen (18) month warranty period for all water infrastructure constructed to serve the Project.

The Property shall be subject to all current and future water capacity fee/hookup charges ("Water Tap and Capacity Fees") imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future Water Tap and Capacity Fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. The Developer shall be responsible for paying all such Water Tap and Capacity Fees but not until application for a building permit for the vertical development of each subdivided lot or portion of the Property.

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the Town and Developer from entering into a separate utility agreement for cost-sharing of water transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the Town from providing potable water to its residents in accordance with applicable provisions of laws.

B. Sewage Treatment and Disposal. The Town represents that it presently has available unallocated sewage treatment capacity at the waste water treatment plants available to the Town of approximately 1.7 million gallons per day (the "Current Capacity"). The parties understand and agree that the Current Capacity will be allocated among users of the Town's wastewater system in such order as applications for service are received by the Town and consistent with all applicable laws and regulations. The Town represents that the Current Capacity will be sufficient to serve the development of the Property as indicated on Exhibit D hereto as well as all other reasonably foreseeable additional demand for sewer service by customers of the Town during the five years following the effective date of this Agreement. Accordingly, sewage treatment and disposal will be provided to the Property by the Town, provided that the Developer keeps the Town informed in writing of its progress with respect to the Development Schedule as set forth in Section 6. The Town's obligation to provide sewage treatment and disposal to services to the Property is subject to any delay in the availability of the same or sewage transmission facilities caused by Force Majeure. "Force Majeure" means any act of God, act of war, civil disturbance, governmental action other than an action taken or initiated by the Town, strikes, lockouts, fire, unavoidable casualties or any other causes beyond the reasonable control of the Town. Developer will construct or cause to be constructed at Developer's cost all related infrastructure improvements to, from, and within the Property per Town specifications. The Developer shall be responsible for maintaining all related sewer infrastructure until offered to, and accepted by, the Town for public ownership and maintenance. Upon final inspection and acceptance by the Town, the Developer shall provide an eighteen (18) month warranty period for all internal sewer infrastructure constructed to serve the Project.

If the Town, for any reason, cannot or does not provide water and sewer capacity and transmission facilities for any portion of the Property and its Developers, occupants, and tenants from time to time at the levels required for the development of the Property, pursuant to the Development Schedule shown in Exhibit D, or its use and enjoyment after development as contemplated in this Agreement, the Developer, and its successors and

assigns, shall be entitled to pursue agreements with alternative sources and other jurisdictions (collectively "Alternative Water and Sewer Sources") for the provision of water or sewer capacity and transmission, as applicable, at no cost or expense to the Town, to serve any portion or all of the Property. Upon reaching an agreement with one or more Alternative Water and Sewer Sources for the provision of water and sewer capacity and transmission facilities to serve the Property which is acceptable to the Developer, in its sole discretion, the Developer shall notify the Town of such agreement, and as promptly as possible after such notification, the Town shall enter into an intergovernmental agreement or other proper statutory vehicle with such Alternative Water and Sewer Source(s) selected by the Developer whereby water and sewer capacity and transmission facilities may be provided legally by such Alternative Water and Sewer Source(s) to the Property and its Developers, occupants and tenants at no cost to the Town.

The only remedy at law or in equity that shall be available to the Developer in the event of a breach by the Town of the provisions of Subsections A and B of this Section 9 shall be an action for specific performance of the express terms hereof, it being understood that if the Developer prevails in such an action for specific performance, the Town shall owe the Developer its reasonable attorneys' fees and all other expenses of litigation.

The Property shall be subject to all current and future sewer connection/capacity fees ("Sewer Tap and Capacity Fees") imposed by the Town, provided such Sewer Tap and Capacity Fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future Sewer Tap and Capacity Fees (so long as such Sewer Tap and Capacity Fees are applied consistently and in the same manner to all similarly-situated property within the Town limits). The Developer shall be responsible for paying all such Sewer Tap and Capacity Fees but not until application for a building permit for the vertical development of each subdivided lot or portion of the Property.

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the Town and Developer from entering into a separate utility agreement for cost-sharing of sewer transmission systems when such agreement may be of mutual benefit to

both parties. Nothing herein shall be construed as precluding the Town from providing sewage treatment to its residents in accordance with applicable provisions of laws.

C. Public Roads and Traffic Impact. All public roads within the Project shall be constructed to Town and South Carolina Department of Transportation (SCDOT) specifications. Alternate design specifications for public roadways within the Projects shall be subject to review and approval by the Town Engineering Director. The exact location, alignment, and name of any public road within the Project shall be subject to review and approval by the Fort Mill Planning Commission as part of the subdivision platting process, provided that any such subdivision plats that are materially consistent with the site plan of the Project shown on the Concept Plan shall be approved. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the Town for public ownership and maintenance. The Town shall not accept such roads for public ownership and maintenance until certificates of occupancy have been issued for at least eighty percent (80%) of all buildable lots in a subdivided portion of the Property pursuant to the applicable approved subdivision plat. Upon final inspection and acceptance by the Town, the Developer shall provide a warranty period for all public roads within the Project, pursuant to the Town's Street Acceptance Policy in effect at the time of this Agreement.

The Developer and the Town acknowledge that the Property is located directly across Fort Mill Parkway from a planned high school, which will be constructed by the Fort Mill School District. The Developer and the Town agree to coordinate with the Fort Mill School District and SCDOT regarding the primary access point for the Property. The Developer and Town further acknowledge that any access points on Fort Mill Parkway shall be subject to review and approval by SCDOT.

Based on the ITE Trip Generation Rates (9th Edition) for the maximum number of single-family residential units permitted by this Agreement, the Property is projected to generate no more than 56 hourly trips in the AM peak, and 75 hourly trips in the PM peak. Therefore, the Town shall not require a Traffic Impact Analysis ("TIA") as a condition for any development on the Property. However, the Developer and Town acknowledge that a TIA may be required by SCDOT as part of the SCDOT's review and approval process.

D. Storm Drainage System. All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Zoning Ordinance and Chapter 16 of the Code of Ordinances. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the Town. Upon final inspection and acceptance by the Town, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or an Owner's Association, as appropriate.

E. Solid Waste and Recycling Collection. The Town shall provide solid waste and recycling collection services to the Property on the same basis as is provided to other residents and businesses within the Town.

F. Police Protection. The Town shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the Town.

G. Fire Services. The Town shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the Town.

H. Emergency Medical Services. Such services to the Property are now provided by York County through a contract with a private provider. The Town shall not be obligated to provide emergency medical services to the Property, absent its election to provide such services on a town-wide basis.

I. School Services. The Town neither provides nor is authorized by law to provide public education facilities or services. Such facilities and services are now provided by Fort Mill School District No. 4 of York County (the "School District").

J. Private Utility Services. Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon designated service areas. All utilities on the Property shall be located underground, and shall be placed in locations approved by the Town so as to reduce or eliminate potential conflicts within utility rights-of-way.

K. Streetlights. Developer shall install or cause to be installed streetlights within the Project. To the extent that the Town provides the same benefit to other neighborhoods,

the Town shall contribute toward the monthly cost for each streetlight. The remaining monthly cost for each streetlight, if any, shall be borne by the Developer and/or Owner's Association.

L. Donations for Civic Purposes. The Developer shall, no later than thirty (30) days following the effective date of this Agreement, donate to the Town that portion of the Property, identified on the Concept Plan attached hereto as Exhibit B as the "Fire Station Property," containing 1.25 acres, more or less, for the exclusive and sole use of the Town for construction of a Fire Station, which station may, at the Town's option, also include space for an accessory Police Substation. The Fire Station Property shall not be included as part of any Owner's Association established for the Property; however, the Town agrees that any structure built on the property shall contain the same quality architectural materials as required for all other development on the Property, as specified in Section 4 of this Agreement. The Town shall maintain or install a minimum buffer of at least 35 feet between the Fire Station Property and any portion of the Property which is proposed for residential use. In areas where a natural buffer is disturbed or insufficient to provide an adequate screening effect, a replanted buffer shall be provided, as required by the Zoning Ordinance. Access to and from the Fire Station Property shall be provided on Fort Mill Parkway.

Except with respect to easements necessary for public infrastructure to serve the Property, and the Fire Station Property described the preceding paragraph, the Town shall not require, mandate or demand that, or condition approval(s) upon a requirement that, the Developer donate, use, dedicate or sell to the Town or any other party for public purposes any portions of the Property or any other property owned by the Developer (or any of the entities or parties comprising the Developer) or any affiliate of the Developer; provided, however, nothing contained herein shall be deemed or construed to restrict the Town in the appropriate exercise of its eminent domain powers.

M. Easements. Developer/Developer shall be responsible for obtaining, at Developer's cost, all easements, access rights, or other instruments that will enable the Developer/Developer to tie into current or future water and sewer infrastructure on adjacent properties.

N. Ponds and Lakes. The Developer may elect to install pond(s) or lake(s) as shown on the Concept Plan. The Town agrees to cooperate and assist the Developer in the

permitting process for such pond(s) and lake(s), including any repair or enlargement thereof, it being understood that the Town will not accept maintenance responsibility or any other liability for such pond(s) and lake(s).

10. IMPACT FEES.

The Property shall be subject to all current and future development impact fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. All such impact fees shall not be due and payable until an application of any person or entity for a building permit for the vertical development of any subdivided lot or portion of the Property. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits) for any reason. For the purpose of this Agreement, the term “development impact fees” shall include, but not be limited to, the meaning ascribed to such term in the South Carolina Development Impact Fee Act, Sections 6-1-910, et seq., of the South Carolina Code of Laws (1976), as amended.

11. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.

The Town and Developer recognize that development can have negative as well as positive impacts. Specifically, the Town considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the Town, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal, state and local laws and regulations for the handling of storm water.

12. COMPLIANCE REVIEWS.

Developer, or its assigns, shall meet with the Town, or its designee, at least once per year during the Term to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. The Developer must demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of

certificates of occupancy issued in the prior year and the number anticipated to be issued in the ensuing year, and Development Rights and Obligations transferred in the prior year and anticipated to be transferred in the ensuing year.

13. DEFAULTS.

The failure of the Developer to comply in a material way with the terms of this Agreement shall constitute a default, entitling the Town to pursue such remedies as deemed appropriate, including specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the Town absent its according the Developer and any Developer the notice and opportunity to cure in accordance with the Act.

14. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the Town and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act. The size of the Property may be increased by written approval of the Town.

15. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed

as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to the Town at:

Town of Fort Mill
P.O. Box 159
Fort Mill, SC 29716
Attention: Town Manager

And to Developer at:

Pace Development Group, Inc.
6719-C Fairview Road
Charlotte, NC 28210
Attention: R. Stephen Pace

16. GENERAL.

A. Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“New Laws”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Developer and Developer and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the Town may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.

B. Estoppel Certificate. The Town, the Developer or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- i. that this Agreement is in full force and effect,

ii. that this Agreement has not been amended or modified, or if so amended, identifying the amendments,

iii. whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

iv. whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the Town and the Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Town, the Developer or any Developer or to render such party liable in any manner for the debts or obligations of another party.

E. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

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

G. Developer's Transfer of Title. The Developer may transfer title to the Property, in whole or in part, to any person or entity at any time without obtaining the consent of the Town.

H. Binding Effect. The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.

I. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

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

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

L. No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the Town, the Developer and Developers. No other persons shall have any rights hereunder, unless specified in this Agreement.

17. Description of Local Development Permits Needed.

The development of the Property shall be pursuant to this Agreement, the Zoning Ordinance and Code of Ordinances; provided, however, in the event of any conflict between this Agreement and the Zoning Ordinance and the Code of Ordinances, the provisions of this Agreement shall control. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and temporary), temporary use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance permits. Pursuant to Chapter 32 of the Code of Ordinances, approval from the Fort Mill Planning Commission shall be required for all sketch plans, preliminary plats, and final plats, unless such plan or plat meets the requirements for administrative review and approval. Notwithstanding the foregoing, the Town acknowledges that Planning Commission and/or administrative approval of plats will be given if any such plats are materially consistent with the site plan of the Project shown on the Concept Plan. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. It is expressly understood and acknowledged by all parties to this Agreement that any portions of the Property donated or sold by either the Developer or any Developer to the Town shall not be subject to any private declaration of restrictions or property Developers association(s) created by any Developer for any subsequent subdivision of the Property.

18. STATEMENT OF REQUIRED PROVISIONS.

In compliance with Section 6-31-60(A) of the Act, the Developer represents that this Agreement includes all of the specific mandatory provisions required by the Act, addressed elsewhere in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

DEVELOPER:

WITNESSES:

PACE DEVELOPMENT GROUP, INC.

Name:

By: _____

Name: R. Stephen Pace

Title: President

Name:

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, as _____ of _____. He personally appeared before me and is personally known to me.

Notary Public
My Commission Expires: _____

EXHIBIT A
TO DEVELOPMENT AGREEMENT

South Carolina Local Government Development Agreement Act
as Codified in Sections 6-31-10 through 6-31-160
of the Code of Laws of South Carolina (1976), as amended

**Title 6 - Local Government - Provisions Applicable to Special Purpose Districts
and Other Political Subdivisions**

CHAPTER 31.

SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT

SECTION 6-31-10. Short title; legislative findings and intent; authorization for development agreements; provisions are supplemental to those extant.

(A) This chapter may be cited as the "South Carolina Local Government Development Agreement Act".

(B)(1) The General Assembly finds: The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.

(2) Assurance to a developer that upon receipt of its development permits it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services.

(3) Because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public.

(4) Public benefits derived from development agreements may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements. These public benefits may be negotiated in return for the vesting of development rights for a specific period.

(5) Land planning and development involve review and action by multiple governmental agencies. The use of development agreements may facilitate the cooperation and coordination of the requirements and needs of the various governmental agencies having jurisdiction over land development.

(6) Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State.

(C) It is the intent of the General Assembly to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(D) This intent is effected by authorizing the appropriate local governments and agencies to enter into development agreements with developers, subject to the procedures and requirements of this chapter.

(E) This chapter must be regarded as supplemental and additional to the powers conferred upon local governments and other government agencies by other laws and must not be regarded as in derogation of any powers existing on the effective date of this chapter.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-20. Definitions.

As used in this chapter:

(1) "Comprehensive plan" means the master plan adopted pursuant to Sections 6-7-510, et seq., 5-23-490, et seq., or 4-27-600 and the official map adopted pursuant to Section 6-7-1210, et seq.

(2) "Developer" means a person, including a governmental agency or redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, who intends to undertake any development and who has a legal or equitable interest in the property to be developed.

(3) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels. "Development", as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(4) "Development permit" includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or any other official action of local government having the effect of permitting the development of property.

(5) "Governing body" means the county council of a county, the city council of a municipality, the governing body of a consolidated political subdivision, or any other chief governing body of a unit of local government, however designated.

(6) "Land development regulations" means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of development and includes a local government

zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of property.

(7) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules adopted by a local government affecting the development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in Section 6-31-140 (A).

(8) "Property" means all real property subject to land use regulation by a local government and includes the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as a part of real property.

(9) "Local government" means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants development permits for land development or which provides public facilities.

(10) "Local planning commission" means any planning commission established pursuant to Sections 4-27-510, 5-23-410, or 6-7-320.

(11) "Person" means an individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, state agency, or any legal entity.

(12) "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

HISTORY: 1993 Act No. 150, Section 1; 1994 Act No. 462, Section 3.

SECTION 6-31-30. Local governments authorized to enter into development agreements; approval of county or municipal governing body required.

A local government may establish procedures and requirements, as provided in this chapter, to consider and enter into development agreements with developers. A development agreement must be approved by the governing body of a county or municipality by the adoption of an ordinance.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-40. Developed property must contain certain number of acres of highland; permissible durations of agreements for differing amounts of highland content.

A local government may enter into a development agreement with a developer for the development of property as provided in this chapter provided the property contains twenty-five acres or more of highland. Development agreements involving property containing no more than two hundred fifty acres of highland shall be for a term not to exceed five years. Development agreements involving

property containing one thousand acres or less of highland but more than two hundred fifty acres of highland shall be for a term not to exceed ten years. Development agreements involving property containing two thousand acres or less of highland but more than one thousand acres of highland shall be for a term not to exceed twenty years. Development agreements involving property containing more than two thousand acres and development agreements with a developer which is a redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, regardless of the number of acres of property involved, may be for such term as the local government and the developer shall elect.

HISTORY: 1993 Act No. 150, Section 1; 1994 Act No. 462, Section 4.

SECTION 6-31-50. Public hearings; notice and publication.

(A) Before entering into a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, the public hearing may be held by the local planning commission.

(B)(1) Notice of intent to consider a development agreement must be advertised in a newspaper of general circulation in the county where the local government is located. If more than one hearing is to be held, the day, time, and place at which the second public hearing will be held must be announced at the first public hearing.

(2) The notice must specify the location of the property subject to the development agreement, the development uses proposed on the property, and must specify a place where a copy of the proposed development agreement can be obtained.

(C) In the event that the development agreement provides that the local government shall provide certain public facilities, the development agreement shall provide that the delivery date of such public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-60. What development agreement must provide; what it may provide; major modification requires public notice and hearing.

(A) A development agreement must include:

(1) a legal description of the property subject to the agreement and the names of its legal and equitable property owners;

(2) the duration of the agreement. However, the parties are not precluded from extending the termination date by mutual agreement or from entering into subsequent development agreements;

(3) the development uses permitted on the property, including population densities and building intensities and height;

(4) a description of public facilities that will service the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development;

(5) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the development agreement;

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

(7) a finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

(8) a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(9) a description, where appropriate, of any provisions for the preservation and restoration of historic structures.

(B) A development agreement may provide that the entire development or any phase of it be commenced or completed within a specified period of time. The development agreement must provide a development schedule including commencement dates and interim completion dates at no greater than five year intervals; provided, however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the development agreement pursuant to Section 6-31-90, but must be judged based upon the totality of the circumstances. The development agreement may include other defined performance standards to be met by the developer. If the developer requests a modification in the dates as set forth in the agreement and is able to demonstrate and establish that there is good cause to modify those dates, those dates must be modified by the local government. A major modification of the agreement may occur only after public notice and a public hearing by the local government.

(C) If more than one local government is made party to an agreement, the agreement must specify which local government is responsible for the overall administration of the development agreement.

(D) The development agreement also may cover any other matter not inconsistent with this chapter not prohibited by law.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-70. Agreement and development must be consistent with local government comprehensive plan and land development regulations.

A development agreement and authorized development must be consistent with the local government's comprehensive plan and land development regulations.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-80. Law in effect at time of agreement governs development; exceptions.

(A) Subject to the provisions of Section 6-31-140 and unless otherwise provided by the development agreement, the laws applicable to development of the property subject to a development agreement, are those in force at the time of execution of the agreement.

(B) Subject to the provisions of Section 6-31-140, a local government may apply subsequently adopted laws to a development that is subject to a development agreement only if the local government has held a public hearing and determined:

(1) the laws are not in conflict with the laws governing the development agreement and do not prevent the development set forth in the development agreement;

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

(3) the laws are specifically anticipated and provided for in the development agreement;

(4) the local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement which changes, if not addressed by the local government, would pose a serious threat to the public health, safety, or welfare; or

(5) the development agreement is based on substantially and materially inaccurate information supplied by the developer.

(C) This section does not abrogate any rights preserved by Section 6-31-140 herein or that may vest pursuant to common law or otherwise in the absence of a development agreement.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-90. Periodic review to assess compliance with agreement; material breach by developer; notice of breach; cure of breach or modification or termination of agreement.

(A) Procedures established pursuant to Section 6-31-40 must include a provision for requiring periodic review by the zoning administrator, or, if the local government has no zoning administrator, by an appropriate officer of the local government, at least every twelve months, at which time the developer must be required to demonstrate good faith compliance with the terms of the development agreement.

(B) If, as a result of a periodic review, the local government finds and determines that the developer has committed a material breach of the terms or conditions of the agreement, the local government shall serve notice in writing, within a reasonable time after the periodic review, upon the developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the developer a reasonable time in which to cure the material breach.

(C) If the developer fails to cure the material breach within the time given, then the local government unilaterally may terminate or modify the development agreement; provided, that the local government has first given the developer the opportunity:

(1) to rebut the finding and determination; or

(2) to consent to amend the development agreement to meet the concerns of the local government with respect to the findings and determinations.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-100. Amendment or cancellation of development agreement by mutual consent of parties or successors in interest.

A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-110. Validity and duration of agreement entered into prior to incorporation or annexation of affected area; subsequent modification or suspension by municipality.

(A) Except as otherwise provided in Section 6-31-130 and subject to the provisions of Section 6-31-140, if a newly-incorporated municipality or newly-annexed area comprises territory that was formerly unincorporated, any development agreement entered into by a local government before the effective date of the incorporation or annexation remains valid for the duration of the agreement, or eight years from the effective date of the incorporation or annexation, whichever is earlier. The parties to the development agreement and the municipality may agree that the development agreement remains valid for more than eight years; provided, that the longer period may not exceed fifteen years from the effective date of the incorporation or annexation. The parties to the development agreement and the municipality have the same rights and obligations with respect to each other regarding matters addressed in the development agreement as if the property had remained in the unincorporated territory of the county.

(B) After incorporation or annexation the municipality may modify or suspend the provisions of the development agreement if the municipality determines that the failure of the municipality to do so would place the residents of the territory subject to the development agreement, or the residents of the municipality, or both, in a condition dangerous to their health or safety, or both.

(C) This section applies to any development agreement which meets all of the following:

(1) the application for the development agreement is submitted to the local government operating within the unincorporated territory before the date that the first signature was affixed to the petition for incorporation or annexation or the adoption of an annexation resolution pursuant to Chapter 1 or 3 of Title 5; and

(2) the local government operating within the unincorporated territory enters into the development agreement with the developer before the date of the election on the question of incorporation or annexation, or, in the case of an annexation without an election before the date that the municipality orders the annexation.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-120. Developer to record agreement within fourteen days; burdens and benefits inure to successors in interest.

Within fourteen days after a local government enters into a development agreement, the developer shall record the agreement with the register of mesne conveyance or clerk of court in the county where the property is located. The burdens of the development agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-130. Agreement to be modified or suspended to comply with later-enacted state or federal laws or regulations.

In the event state or federal laws or regulations, enacted after a development agreement has been entered into, prevent or preclude compliance with one or more provisions of the development agreement, the provisions of the agreement must be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-140. Rights, duties, and privileges of gas and electricity suppliers, and of municipalities with respect to providing same, not affected; no extraterritorial powers.

(A) The provisions of this act are not intended nor may they be construed in any way to alter or amend in any way the rights, duties, and privileges of suppliers of electricity or natural gas or of municipalities with reference to the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(B) This chapter is not intended to grant to local governments or agencies any authority over property lying beyond their corporate limits.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-145. Applicability to local government of constitutional and statutory procedures for approval of debt.

In the event that any of the obligations of the local government in the development agreement constitute debt, the local government shall comply at the time of the obligation to incur such debt becomes enforceable against the local government with any applicable constitutional and statutory procedures for the approval of this debt.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-150. Invalidity of all or part of Section 6-31-140 invalidates chapter.

If Section 6-31-140 or any provision therein or the application of any provision therein is held invalid, the invalidity applies to this chapter in its entirety, to any and all provisions of the chapter, and the application of this chapter or any provision of this chapter, and to this end the provisions of Section 6-31-140 of this chapter are not severable.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-160. Agreement may not contravene or supersede building, housing, electrical, plumbing, or gas code; compliance with such code if subsequently enacted.

Notwithstanding any other provision of law, a development agreement adopted pursuant to this chapter must comply with any building, housing, electrical, plumbing, and gas codes subsequently adopted by the governing body of a municipality or county as authorized by Chapter 9 of Title 6. Such development agreement may not include provisions which supersede or contravene the requirements of any building, housing, electrical, plumbing, and gas codes adopted by the governing body of a municipality or county.

HISTORY: 1993 Act No. 150, Section 1.

EXHIBIT B
TO DEVELOPMENT AGREEMENT

Concept Plan

EXHIBIT C
TO DEVELOPMENT AGREEMENT

Property Description

All those certain pieces, parcels or tracts of land lying, being and situate in the Town of Fort Mill, County of York, State of South Carolina, containing, in the aggregate, approximately 44.64 +/- acres, more or less, and being more particularly described as York County Tax Map Numbers 020-12-01-191, 020-12-01-192, 020-12-01-193, and 020-12-01-194.

EXHIBIT D
TO DEVELOPMENT AGREEMENT

Development Schedule

Developer agrees to secure building permits for each of the buildings contemplated by the Concept Plan during the initial five-year term of this Agreement or during an extended term of this Agreement if development is not completed during the initial five-year term.

EXHIBIT E
TO DEVELOPMENT AGREEMENT

R-15 Residential District

ARTICLE II. - REQUIREMENTS BY DISTRICTS

Sec. 1. - R-25 and R-15 One-family residential districts.

1. Purpose of districts: It is the intent of this section that the R-25 and R-15 one-family zoning districts be developed and reserved for low-to-medium density residential purposes. The regulations which apply within these districts are designed to encourage the formation and continuance of a stable, healthy environment for one-family dwellings situated on zoning lots having an area of fifteen thousand square feet or more, and to discourage any encroachment by commercial, industrial, or other uses capable of adversely affecting the residential character of the district.
2. Permitted uses: The following uses shall be permitted in any R-25 or R-15 zoning district:
 - A. One-family dwelling (other than a mobile home);
 - B. Publicly owned building, facility, or land;
 - C. Noncommercial horticulture or agriculture, but not including the keeping of poultry or livestock;
 - D. Accessory use in compliance with the provisions of article I, section 7, subsection G.;
 - E. Customary home occupations established under the regulations in article I, section 7, subsection F.;
 - F. A property owner or tenant shall not permit a recreational vehicle, travel trailer, or boat to be located on his property for more than two weeks if the vehicle is being used as a dwelling;
 - G. The storage of travel trailers, recreational vehicles, and boats shall be permitted, provided no more than two such units are stored on a lot of record and such units are not used for purposes of living, sleeping, or cooking while in storage.
3. Conditional uses: The following uses shall be permitted in any R-25 or R-15 zoning district on a conditional basis:
 - A. Public utility substation or subinstallation, including water towers; provided that:
 - (1) Such use is enclosed by a painted or chain-link fence or wall at least six feet in height above finish grade,
 - (2) There is neither office nor commercial operation nor storage of vehicles or equipment on the premises, and

- (3) A landscaped strip not less than ten feet in width is planted and suitably maintained around the facility;
 - B. Temporary use in compliance with the provisions of article VI, section 4;
 - C. Religious institutions;
 - D. Daycare facilities.
4. More restrictive use requirements: A subdivision, zoning lot or other parcel of land of five acres or more, lying within an R-25 or R-15 residential district, may be more strictly limited as to permitted and/or conditional uses for the district in which the property is located, provided the owner submits such proposed plans, limitations, conditions, restrictions, easements, rights, and/or privileges for review and approval by the planning and zoning commission.
5. Other requirements: Unless otherwise specified elsewhere in this ordinance, uses permitted in an R-25 and R-15 zoning district shall be required to conform to the following standards:
- A. Minimum lot area: R-25—25,000 square feet and R-15—15,000 square feet;
 - B. Minimum land area per dwelling unit: R-25—25,000 square feet and R-15—15,000 square feet;
 - C. Minimum lot width measured at the building line: R-25—125 feet and R-15—100 feet;
 - D. Minimum front yard depth measured from the nearest street right-of-way line: R-25—50 feet and R-15—35 feet;
 - E. Minimum side yard: R-25—Principal structure-20 feet with accessory uses being five feet. R-15—Principal structure-ten feet with accessory uses being five feet. For side yard requirements pertaining to corner lots, see article I, section 7, subsection C.;
 - F. Minimum rear yard: R-25-Principal structure-50 feet with accessory uses being five feet. R-15-Principal structure-35 feet with accessory uses being five feet. For rear yard requirements pertaining to double frontage lots, see article I, section 7, subsection D.;
 - G. Maximum building height: R-25—35 feet and R-15—35 feet. For exceptions to height regulations, see article I, section 7, subsection L.;
 - H. Additional requirements: Uses permitted in R-25 and R-15 zoning districts shall meet all standards set forth in article I, section 7, subsection I., pertaining to off-street parking, loading, and other requirements.

- I. Signs: Signs permitted in R-25 and R-15 zoning districts, including the conditions under which they may be located, are set forth in article III.

Fort Mill Town Council



Meeting Information

Meeting Type	Planning Commission
Meeting Date	September 20, 2016

Request Summary

Request Type	Action (Old Bus.)	X	Action (New Bus.)	Info/Discussion
	Public Hearing		Executive Session	Other

Case Summary

Case Type	Annexation	X	Rezoning	Text Amendment
	Subdivision Plat		Appearance Review	Other

Property Information

Applicant	Wallace Coleman
Property Owner	Wallace Coleman
Property Location	314 N White Street
Tax Map Number	020-01-04-004
Acreage	0.7 +/- acres
Current Zoning	R-15 Residential
Proposed Zoning	GI General Industrial
Existing Use	Auto Repair Garage (Non-Conforming)

Title

An ordinance amending the Zoning Map of the Town of Fort Mill so as to change the zoning designation for York County Tax Map Number 020-04-04-004, containing approximately 0.7 +/- acre located at 314 N White Street, from R-15 Residential to GI General Industrial

Background Information

Site Characteristics The property is located on N White Street, across from Walter Y. Elisha Park. The property contains approximately 125 linear feet of road frontage on N White Street. The property abuts residential zoned areas on the north and east, and an existing commercial use on the south.

Neighboring Uses

Direction	Zoning	Existing Use
North	R-15	Vacant (Springland Associates)
South	LC	Springs Insurance
East	R-15	Single-Family Residences (2)
West	GI	Walter Y. Elisha Park

Zoning Summary

The property is currently zoned R-15 Residential. The R-15 district is intended for “low-to-medium density residential” development. The R-15 district allows single-family residences, public facilities, and non-commercial agricultural uses by right, as well as daycare facilities, public utility substations and religious institutions as conditional uses. The minimum lot area is 15,000 square feet per dwelling unit, and the minimum lot width is 100 feet at the building line. The minimum setback requirements are 35 feet in the front and rear, and 10 feet on both sides. The maximum building height is 35 feet.

The applicant has requested to change the zoning designation from R-15 to GI General Industrial, for the purpose of making the existing use on the property conforming with the zoning ordinance.

The GI district is intended for general industrial purposes. The GI district allows a variety of industrial uses, including auto repair and service stations; wrecker service; manufacturing, processing and assembly; warehouses and storage; office buildings; parking lots and garages; new and used car sales lots; public utility installations; recreational uses; retail businesses; R&D labs; and truck terminals. The minimum lot area in the GI district is 10,000 square feet, and the minimum lot width is 75 feet at the building line. The minimum setback requirements are 35 feet in the front and rear, and 10 feet on both sides. The maximum building height is 35 feet. *(Note: The GI district is intended to be eliminated in the new UDO.)*

Comprehensive Plan

The property is located within an area designated as “Node 5” on the Town of Fort Mill’s future land use map. The town’s comprehensive plan, last updated in May of 2016, recommends a variety of higher density residential and commercial uses within the downtown area, though the future land use map identifies the area containing the subject parcel as “medium density residential.” The comprehensive plan defines medium density residential as 3-5 dwelling units per acre.



Traffic Impact

Primary access to and from the property is via N White Street, a two-lane highway containing a center turn lane with a posted speed limit of 35 MPH.

At LOS E, the capacity of N White Street is currently 15,200 trips per day. SCDOT traffic counts for N White Street (between Old Nation Road and Springs Street) in the year 2015 were 10,600 vehicle trips per day (69.7%).

The chart below illustrates the anticipated traffic impact from three possible alternatives for the property:

- Alternative #1: Property remains zoned R-15, and the grandfathered use continues to exist.
- Alternative #2: Rezone the property to GI, and the current use continues to exist. (*Note: The GI district will be eliminated in the new UDO.*)
- Alternative #3: Property remains zoned R-15, and the property is redeveloped with up to two single-family residential units.

Zoning	Max Units	Daily	AM Peak	PM Peak
R-15 – Current Use	2,500 SF	57	5	7
GI – Current Use	2,500 SF	57	5	7
R-15 – Residential	2	19	2	2

As with all other projects, a traffic impact analysis will be required prior to the issuance of a commercial building permit if any future redevelopment of the property is projected to generate 100 or more daily peak hour trips, or if required by SCDOT.

Fire Impact

The property is located approximately 0.5 miles (1-2 minutes) ordinary driving distance from the town’s main fire station on Tom Hall Street.

Because this property contains an existing non-conforming business, there is no fire impact anticipated as a result of this rezoning request.

Utility Impact

The subject property is currently served by the town’s water and sewer system. There is no utility impact anticipated as a result of this rezoning request.

School Impact

The GI district would not allow residential development. Therefore, there is no school impact anticipated as a result of this rezoning request.

The current zoning designation of R-15 would allow for redevelopment of the property with up to two single-family residential units. Below is a summary of the enrollment impact if the property were to be redeveloped for residential use:

Type	Enrollment	% of a School
Elementary	<1	0.06%
Middle	<1	0.03%
High	<1	0.02%
TOTAL	1	

Discussion

It is clear that portions of N White Street are historically commercial in nature. In fact, the property is eligible for GI zoning based solely upon the legacy zoning designation of the old Springs Mills site, despite the fact that the mills have been gone for more than 30 years. It is the town’s intent to rezone Walter Y. Elisha Park to a non-industrial classification upon adoption of the new UDO. In addition, the draft UDO will eliminate the GI district entirely.

The comprehensive plan’s vision for the downtown area is to transition this node over time to a vibrant, mixed use node, containing higher density residential and a variety of neighborhood commercial uses, such as shops, restaurants and professional offices.

If the pending request was to rezone the property from R-15 to LC Local Commercial, we would recommend in favor of approval, as we did for the Springs Insurance and the Founders House in the spring of 2015. However, the current use (auto repair garage) would not be a permitted use in the LC district.

In our opinion, applying an industrial zoning designation in the downtown area would not be appropriate, and would be inconsistent with the long term goals and mixture of uses envisioned for the downtown area, as expressed in the comprehensive plan.

Therefore, staff recommends in favor of denying the rezoning request.

Alternatives	
1.	Recommend approval of the rezoning request from R-15 to GI.
2.	Recommend denial of the rezoning request from R-15 to GI.

Staff Recommendation	
Recommendation	Staff recommends denial of the rezoning request from R-15 to GI.
Name & Title	Joe Cronin, Planning Director
Department	Planning Department

Date of Request	September 16, 2016
-----------------	--------------------

Legislative History	
Planning Commission	05/26/2015: PC recommended denial of the rezoning request (7-0)
First Reading	06/08/2015: Deferred (6-0); No action taken for 12 months
Re-initiated	08/15/2016: Rezoning request re-initiated by applicant
Planning Commission	Scheduled – 09/20/2016
First Reading	Scheduled – 09/26/2016
Public Hearing	Scheduled – 10/10/2016
Second Reading	Pending
Effective Date	Pending

Attachments

- Letter from Attorney James R. Honeycutt
- Rezoning Application
- Aerial Map
- Zoning Map
- Draft Rezoning Ordinance

JAMES R. HONEYCUTT
ATTORNEY AT LAW
402 Tom Hall Street, Fort Mill, S.C. 29715
honeycuttlaw@hotmail.com

Mailing Address:
P.O. Box 937
Fort Mill, S.C. 29716-0937

Phone: 803/547-7581
Fax: 803/547-2879

August 15, 2016

Mr. Joe Cronin
Town of Fort Mill
P.O. Box 159
Fort Mill, SC 29716-0159

RE: Wallace Coleman

Dear Joe:

I enclose herein the application for rezoning first filed on May 15, 2015 along with a copy of my memo of check number 2861 payable to the Town of Fort Mill in the amount of \$200.00.

Please reprocess this application.

With kindest regards,



James R. Honeycutt

JRH:jad
Enclosures

TOWN OF FORT MILL
APPLICATION FOR ZONING MAP AMENDMENT

MAY 05 2015
RECEIVED

APPLICANT(S):

NAME	ADDRESS	PHONE NUMBER
Wallace Clinton Coleman	314 White Street Fort Mill, SC 29715	803-547-2332

Area of Subject Property: .70 acres and/or 30285 square feet

What is the CURRENT zoning for the parcel(s)? R-15

What is the proposed zoning for the parcel(s)? GI

Does the applicant own all of the property within the zoning proposal? Yes

State the proposed change and reason(s) for request: (Attach additional sheets if needed)

Property has historically been used as commercial gas station, car repair, and wrecker service. Owner wishes to sell to a buyer that may desire to enlarge, improve and beautify the property.

As Owner(s) of the property described below, I/we request that our property be rezoned as indicated.

TAX MAP NUMBER	PROPERTY ADDRESS	OWNER	OWNER'S SIGNATURE
0200404004	314 White Street Fort Mill, SC 29715	Wallace Clinton Coleman	<i>Wallace C. Coleman</i>

Please return application and fee to: Town of Fort Mill, PO Box 159, Fort Mill, SC 29716

Aerial Map



Zoning Map



STATE OF SOUTH CAROLINA
TOWN COUNCIL FOR THE TOWN OF FORT MILL
ORDINANCE NO. 2016-__

AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF FORT MILL SO AS TO CHANGE THE ZONING DESIGNATION FOR YORK COUNTY TAX MAP NUMBER 020-04-04-004, CONTAINING APPROXIMATELY 0.7 +/- ACRE LOCATED AT 314 N WHITE STREET, FROM R-15 RESIDENTIAL TO GI GENERAL INDUSTRIAL

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE TOWN COUNCIL FOR THE TOWN OF FORT MILL:

Section I. The Zoning Map of the Town of Fort Mill is hereby amended to change the zoning classification for York County Tax Map Number 020-04-04-004, containing approximately 0.7 acre located at 314 N White Street, from R-15 Residential to GI General Industrial. A property map of the parcel subject to this rezoning ordinance is attached hereto as Exhibit A.

Section II. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after the date of adoption.

SIGNED AND SEALED this ____ day of _____, 2016, having been duly adopted by the Town Council for the Town of Fort Mill on the ____ day of _____, 2016.

First Reading: September 26, 2016
Public Hearing: October 10, 2016
Second Reading: October 10, 2016

TOWN OF FORT MILL

Gyynn H. Savage, Mayor

LEGAL REVIEW

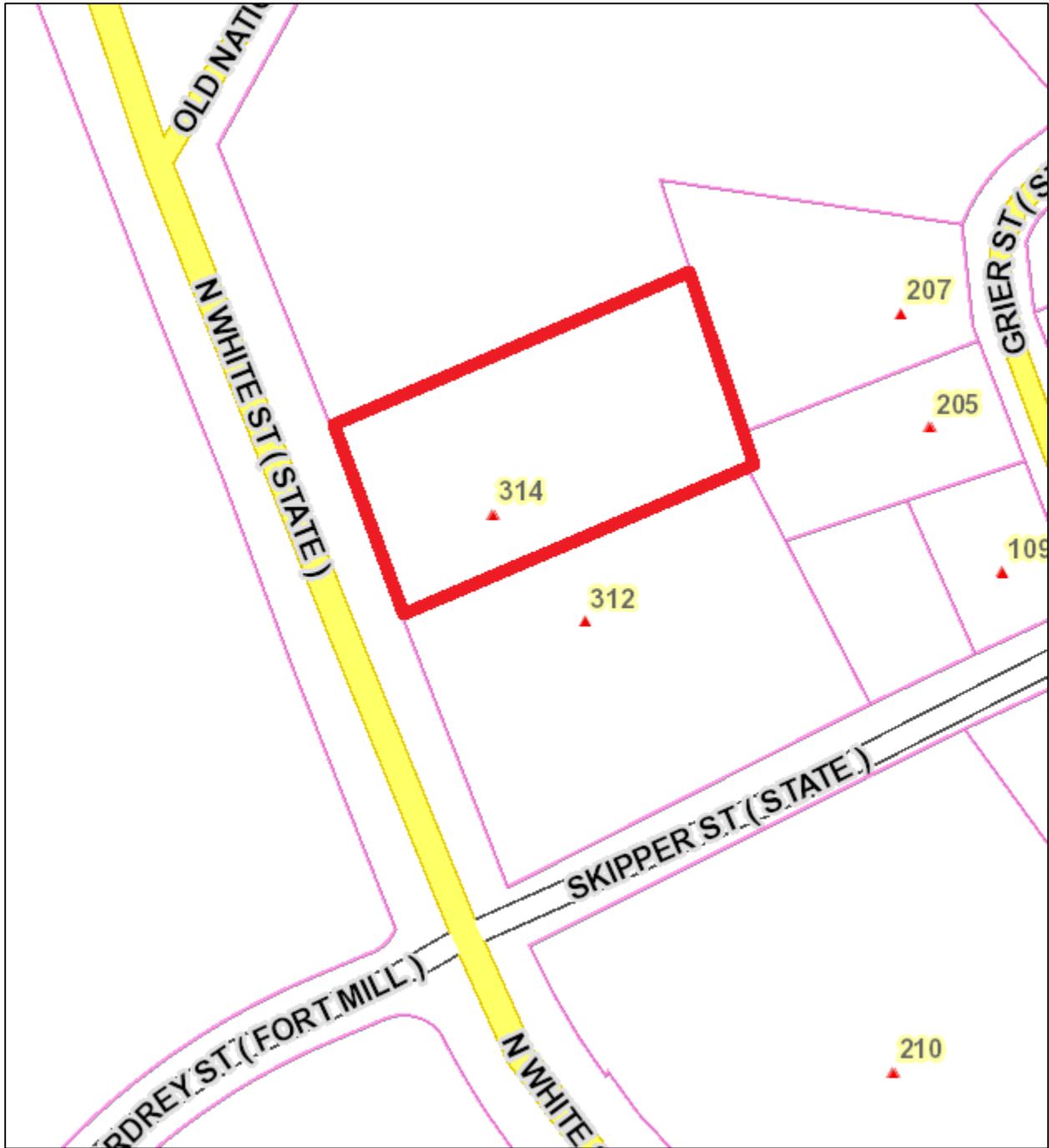
ATTEST

Barron B. Mack, Jr, Town Attorney

Virginia C. Burgess, Town Clerk

Exhibit A

Property Map
York County Tax Map Number 020-04-04-004



Fort Mill Town Council



Meeting Information

Meeting Type	Planning Commission
Meeting Date	September 20, 2016

Request Summary

Request Type	Action (Old Bus.)	X	Action (New Bus.)	Info/Discussion
	Public Hearing		Executive Session	Other

Case Summary

Case Type	X	Annexation	Rezoning	Text Amendment
		Subdivision Plat	Appearance Review	Other

Property Information

Applicant	101 Signatures on 25% Petition & Election Application; 79 signatures certified by York County Board of Voter Registration and Elections on 06/06/2016
Property Owner	211 Individual Parcel Owners
Property Location	Applegate Lane, Brookshire Drive, Cody Court, Copper Creek Lane (# 1350-1375 only), Danielle Way, Jacobs Ridge, Legion Road (# 1448 only), Makayla Court, and Tylers Way
Tax Map Number	737-00-00-179, 737-01-01-001 through 737-01-01-078, 737-02-01-001 through 737-02-01-049, and 737-03-01-001 through 737-03-01-083
Acreage	48.9 +/- acres
Current Zoning	RD-II (County)
Proposed Zoning	GR-A General Residential
Existing Use	Residential Subdivision (Single-Family Detached and Single-Family Attached)

Title

An ordinance annexing York County Tax Map Numbers 737-00-00-179, 737-01-01-001 through 737-01-01-078, 737-02-01-001 through 737-02-01-049, and 737-03-01-001 through 737-03-01-083; comprising, in the aggregate, approximately 48.9 +/- acres; containing a total of 211 parcels on Applegate Lane, Brookshire Drive, Cody Court, Copper Creek Lane (# 1350-1375 only), Danielle Way, Jacobs Ridge, Legion Road (# 1448 only), Makayla Court, and Tylers Way; and being more particularly described as the Huntington Place (Phases I, II, and III), Copper Creek at Huntington (Phase IV), and Cobblestone at Huntington (Phase V) subdivisions

Background Information

Site Characteristics

The Huntington Place subdivision is located off of Legion Road, and is contiguous to the Sandy Pointe subdivision, which was annexed in 2012. The neighborhood contains 208 residential lots, a portion of which are single-family detached residences, and a portion of which are single-family attached townhomes. There are also three common open space parcels within the area proposed to be annexed.

There are four roads (or portions of roads) within the subdivision which are currently owned and maintained by the county:

- Applegate Lane
- Brookshire Drive (Legion Road to Copper Creek Lane)
- Cody Court
- Copper Creek Lane (West of Brookshire Drive)

It is anticipated that these roads will be transferred to the town for municipal ownership and maintenance upon annexation.

The following roads (or portions of roads) within the subdivision are privately owned and maintained:

- Brookshire Drive (North of Copper Creek Lane)
- Copper Creek Lane (Brookshire Drive to Makayla Court)
- Danielle Way
- Jacobs Ridge
- Makayla Court
- Tylers Way

All private roads will remain privately owned and maintained upon annexation, unless offered for dedication and accepted by council at a later date.

Neighboring Uses

Direction	Zoning	Existing Use
North	RD-II	Park Ridge Subdivision (County)
	RC-II	Lakebridge Subdivision (County)
South	RC-I	Single-Family Residences
East	RC-I	Olde Williamsburg Subdivision (County)
West	RC-I	Single-Family Residences
	R-15	Sandy Pointe Subdivision

Zoning Summary

The property is currently zoned RD-II in York County. The county's RD-II district allows single-family residences (10,000 sf per dwelling), townhomes (2,000 sf per unit), apartments and condominiums. The district

also allows child/adult care centers, religious uses, manufactured home subdivisions, parks, nursing facilities and schools. The RD-II District also requires a minimum open space of 20%.

The applicants have requested a zoning designation of GR-A upon annexation of the neighborhood into the Town of Fort Mill.

The GR-A district is intended for medium- to high-density residential purposes. The GR-A district allows a variety of residential uses, including: single-family residences, duplexes, multi-family dwellings and group dwellings. The GR-A district also allows limited non-residential uses, including public facilities, daycares, and religious institutions. The minimum lot area in the GR-A district is 10,000 square feet, and the minimum lot width is 75 feet at the building line. The minimum setback requirements are 35 feet in the front and rear, and 10 feet on both sides. The maximum building height is 35 feet.

The GR-A district is proposed to be eliminated in the new UDO. Therefore, GR-A may be considered an interim zoning designation until the final version of the UDO and updated zoning map are adopted later this year.

Comprehensive Plan

The subject property is located within an area that has been designated as “Medium-Density Residential” on the Town of Fort Mill’s Future Land Use Map, last updated in May 2016. The comprehensive plan identifies “Medium Density” as 3-5 dwelling units per acre.



The existing subdivision contains 208 single-family units on approximately 48.9 +/- acres, for a gross residential density of 4.25 dwelling units per acre.

Traffic Impact

Primary access to and from the property is via Legion Road, a two-lane highway with a posted speed limit of 35 MPH.

Because the Huntington Place subdivision has been built out, no additional traffic impact is anticipated.

Fire Impact

The property is located approximately 2.4 miles (6 minutes) ordinary driving distance from the town’s main fire station on Tom Hall Street.

The town currently provides fire service to this area of the county. Therefore, no additional fire impact is anticipated above and beyond the existing level of service.

Utility Impact

The property is currently served by the town’s water and sewer system. Because the Huntington Place subdivision has been built out, there is no utility impact anticipated as a result of this annexation request.

Customers within Huntington Place are currently charged non-resident rates for water and sewer service, which are 2x the inside rate. Upon annexation, customers will be converted to in-town rates.

School Impact

Because the Huntington Place subdivision has been built out, there is no enrollment impact anticipated as a result of this annexation request.

Discussion

Huntington Place is the second subdivision in unincorporated York County which has sought annexation into the Town of Fort Mill using the 25% Petition and Election method of annexation. On August 23rd, 78.48% of Huntington Place residents voted in favor of annexation.

The annexation petition submitted in May of this year included a requested zoning designation of GR-A Residential. As mentioned above, the GR-A zoning district is proposed to be eliminated in the current version of the draft UDO. While staff recommends in favor of GR-A for the time being, we would note that this will be an Interim zoning designation until the new UDO and town zoning map are adopted later this year.

Alternatives	
1.	Recommend approval of the annexation ordinance with a zoning designation of GR-A.
2.	Recommend approval of the annexation ordinance with an alternate zoning designation
3.	Recommend denial of the annexation ordinance.

Staff Recommendation	
Recommendation	Staff recommends in favor of approving the annexation ordinance with a zoning designation of GR-A.
Name & Title	Joe Cronin, Planning Director
Department	Planning Department
Date of Request	September 16, 2016

Legislative History	
Petition Certification	06/13/2016: Council adopted a resolution certifying the annexation petition and requesting a special election be held. (7-0)

Special Election	08/23/2016: Special election held re: annexation of Huntington Place. Certified results: 62 (78.48%) in favor, and 17 (21.52%) opposed.
Resolution	08/29/2016: Council adopted a resolution authorizing publication of the special election results and council's intent to annex. (6-0)
Planning Commission	Scheduled – 09/20/2016
First Reading	Scheduled – 09/26/2016
Public Hearing	Scheduled – 10/10/2016
Second Reading	Pending
Effective Date	Pending

Attachments

- Annexation Petition
- Aerial Map
- Zoning Map
- Draft Annexation Ordinance

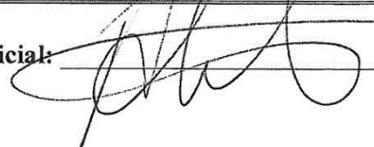
Petition Receipt

A	County	York	Date Submitted	May 27, 2016
	Pages	6	Time Submitted	9:04 am
	Signatures	101	Signatures Required	71

B	Name	Office		
	Address	Election Date		
		Email		
	Telephone	Voter Reg. #		
C C A N D I D A T E	Guidelines for a Candidate's Name to Appear on the Ballot:			
	<ul style="list-style-type: none"> ▪ A given name or a derivative may be used ▪ The name will not contain quotations, parentheses, or other distinguishing marks ▪ Nicknames are allowed if they are used in good faith for honest purposes and do not: <ul style="list-style-type: none"> ▪ Imply professional or social status ▪ Include an office or military rank ▪ Exceed 15 letters 			
	Name as you wish it to appear on ballot (please print)			
	Candidate's Oath			
	I affirm I meet, or will meet by the time of the general or special election, the qualifications for this office.			
Candidate Signature		Date		

C	<p>If not candidate petition, enter purpose here:</p> <p>Request for Annexation: Huntington Place (Phases 1, 2, 3), Copper Creek at Huntington (Phase 4), and Cobblestone at Huntington (Phase V)</p>
----------	--

D	Name of Person Submitting Petition (if not candidate)		Chris Pettit	
	Address	112 Confederate St Fort Mill SC 29715	Telephone	803-547-2034
			Email	cpettit@fortmillsc.gov
Signature of Person Submitting Petition		Date	5/27/16	

Signature of Receiving Official:  **Date** 5/27/2016

REQUEST FOR ANNEXATION

HUNTINGTON PLACE (PHASES I, II, & III), COPPER CREEK AT HUNTINGTON (PHASE IV),
& COBBLESTONE AT HUNTINGTON (PHASE V)
25 PERCENT PETITION & ELECTION METHOD
(SC CODE §5-3-300)

TO THE MAYOR AND COUNCIL OF THE TOWN OF FORT MILL, SOUTH CAROLINA:

We, the undersigned qualified electors residing within the territory described below, hereby petition for an election in said territory pursuant to SOUTH CAROLINA CODE §5-3-300, ET SEQ., on the question of extension of the corporate limits of the Town of Fort Mill by annexation of the described territory.

The territory to be annexed is described as follows:

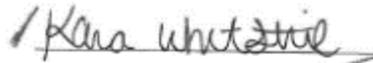
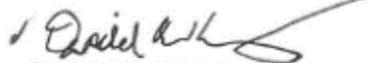
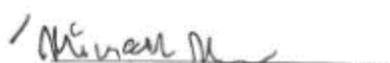
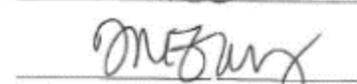
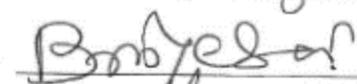
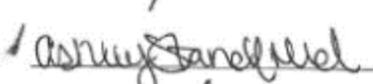
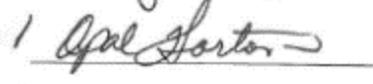
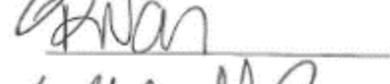
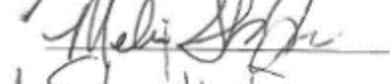
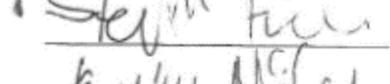
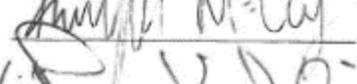
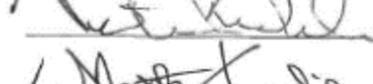
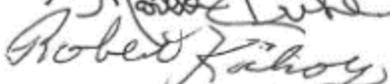
All those certain pieces, parcels or lots of land lying, being and situate in Fort Mill Township, County of York, State of South Carolina, such parcels comprising a total of 48.9 acres, more or less, and being more particularly described as York County Property Tax Map Numbers: 7370000179, 7370101001, 7370101002, 7370101003, 7370101004, 7370101005, 7370101006, 7370101007, 7370101008, 7370101009, 7370101010, 7370101011, 7370101012, 7370101013, 7370101014, 7370101015, 7370101016, 7370101017, 7370101018, 7370101019, 7370101020, 7370101021, 7370101022, 7370101023, 7370101024, 7370101025, 7370101026, 7370101027, 7370101028, 7370101029, 7370101030, 7370101031, 7370101032, 7370101033, 7370101034, 7370101035, 7370101036, 7370101037, 7370101038, 7370101039, 7370101040, 7370101041, 7370101042, 7370101043, 7370101044, 7370101045, 7370101046, 7370101047, 7370101048, 7370101049, 7370101050, 7370101051, 7370101052, 7370101053, 7370101054, 7370101055, 7370101056, 7370101057, 7370101058, 7370101059, 7370101060, 7370101061, 7370101062, 7370101063, 7370101064, 7370101065, 7370101066, 7370101067, 7370101068, 7370101069, 7370101070, 7370101071, 7370101072, 7370101073, 7370101074, 7370101075, 7370101076, 7370101077, 7370101078, 7370201001, 7370201002, 7370201003, 7370201004, 7370201005, 7370201006, 7370201007, 7370201008, 7370201009, 7370201010, 7370201011, 7370201012, 7370201013, 7370201014, 7370201015, 7370201016, 7370201017, 7370201018, 7370201019, 7370201020, 7370201021, 7370201022, 7370201023, 7370201024, 7370201025, 7370201026, 7370201027, 7370201028, 7370201029, 7370201030, 7370201031, 7370201032, 7370201033, 7370201034, 7370201035, 7370201036, 7370201037, 7370201038, 7370201039, 7370201040, 7370201041, 7370201042, 7370201043, 7370201044, 7370201045, 7370201046, 7370201047, 7370201048, 7370201049, 7370301001, 7370301002, 7370301003, 7370301004, 7370301005, 7370301006, 7370301007, 7370301008, 7370301009, 7370301010, 7370301011, 7370301012, 7370301013, 7370301014, 7370301015, 7370301016, 7370301017, 7370301018, 7370301019, 7370301020, 7370301021, 7370301022, 7370301023, 7370301024, 7370301025, 7370301026, 7370301027, 7370301028, 7370301029, 7370301030, 7370301031, 7370301032, 7370301033, 7370301034, 7370301035, 7370301036, 7370301037, 7370301038, 7370301039, 7370301040, 7370301041, 7370301042, 7370301043, 7370301044, 7370301045, 7370301046, 7370301047, 7370301048, 7370301049, 7370301050, 7370301051, 7370301052, 7370301053, 7370301054, 7370301055, 7370301056, 7370301057, 7370301058, 7370301059, 7370301060, 7370301061, 7370301062, 7370301063, 7370301064, 7370301065, 7370301066, 7370301067, 7370301068, 7370301069, 7370301070, 7370301071, 7370301072, 7370301073, 7370301074, 7370301075, 7370301076, 7370301077, 7370301078, 7370301079, 7370301080, 7370301081, 7370301082, 7370301083; such parcels being commonly referred to as the Huntington Place (Phases I, II, and III), Copper Creek at Huntington (Phase IV), and Cobblestone at Huntington (Phase V) Subdivisions, a map of which is attached hereto as Exhibit A.

It is requested that the property be zoned as follows upon annexation: GR-A (General Residential-A)

Received by: _____ Date: _____

REQUEST FOR ANNEXATION

HUNTINGTON PLACE (PHASES I, II, & III), COPPER CREEK AT HUNTINGTON (PHASE IV),
 & COBBLESTONE AT HUNTINGTON (PHASE V)
 25 PERCENT PETITION & ELECTION METHOD
 (SC CODE §5-3-300)

Signature	Street Address, City	Date
	178 Brookshire Dr	4/23/16
	175 Brookshire Dr	4/23/16
	175 Brookshire Dr	4/23/16
	188 Brookshire Dr.	4/24/16
	179 Brookshire Dr	4/24/2016
	172 Brookshire Dr	04/24/16
	1356 Copper Creek Ln	04/24/16
	1356 Copper Creek Ln	4/24/16
	1350 Copper Creek Ln	4/24/16
	164 Brookshire Drive	4/24/16
	164 Brookshire Dr	4/24/16
	150 Brookshire Dr	4-24-16
	265 Makayla Ct	4-24-16
	271 Makayla Ct	4/24/16
	271 MAKAYLA CT	4-24-16
	271 MAKAYLA CT	4-24-16
	256 Makayla Ct	5/18/16

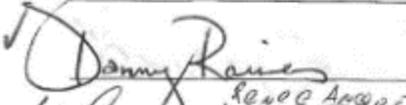
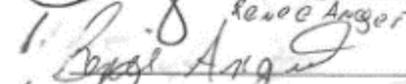
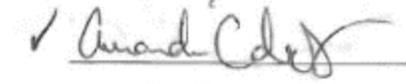
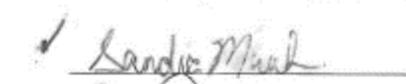
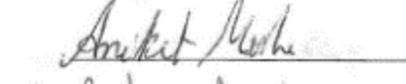
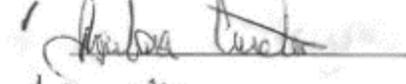
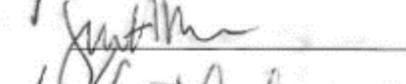
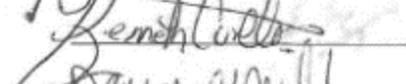
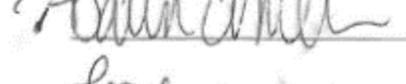
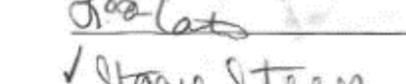
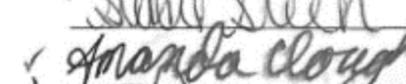
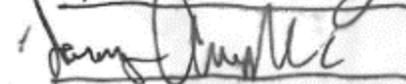
REQUEST FOR ANNEXATION

HUNTINGTON PLACE (PHASES I, II, & III), COPPER CREEK AT HUNTINGTON (PHASE IV),
 & COBBLESTONE AT HUNTINGTON (PHASE V)
 25 PERCENT PETITION & ELECTION METHOD
 (SC CODE §5-3-300)

Signature	Street Address, City	Date
✓ <u>Cher Ross</u>	282 Makayla Ct, Fort Mill	4/24/16
✓ <u>Cynthia Kirby</u>	256 Makayla Ct. Fort Mill	4/24/16
✓ <u>John Miller</u>	242 MAKAYLA CT. Fort Mill	4/24/16
✓ <u>Michelle Mueller</u>	242 Makayla Ct. Fort Mill	4/24/16
✓ <u>Beth Myers</u>	236 MAKAYLA CT Fort Mill	4/24/16
✓ <u>MICHAEL WATTS</u>	224 MAKAYLA CT Fort Mill	4/24/16
<u>Curley T. Marc</u>	220 Makayla Ct Ft. Mill	4/23/16
<u>Henry Dennis</u>	218 Makayla Ct Ft Mill	04/23/16
<u>Ann Jeli</u>	219 Makayla Ct Fort Mill	04/20/16
✓ <u>Jim Syce</u>	206 Makayla Ct Fort Mill	4/24/16
✓ <u>Angela Lyons</u>	215 Makayla Ct Fort Mill	4/24/16
<u>Marc Hamman</u>	227 Makayla Ct Fort Mill	4/24/16
✓ <u>Betty Whitman</u>	229 MAKAYLA CT FORT MILL	4/24/16
✓ <u>James H. Whitman</u>	" " " " " "	" " " "
✓ <u>Cara Quast</u>	174 Brookshire Drive Fort Mill	4/24/16
<u>[Signature]</u>	174 Brookshire Dr. Fort Mill	4-24-16

REQUEST FOR ANNEXATION

HUNTINGTON PLACE (PHASES I, II, & III), COPPER CREEK AT HUNTINGTON (PHASE IV),
 & COBBLESTONE AT HUNTINGTON (PHASE V)
 25 PERCENT PETITION & ELECTION METHOD
 (SC CODE §5-3-300)

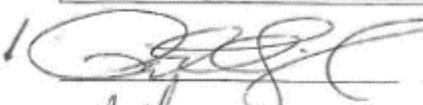
Signature	Street Address, City	Date
	407 Danielle Way Fort Mill, SC 29715	04-19-2016
	1364 Copper Creek Fort Mill SC 29715	4-19-2016
	407 Danielle Way Fort Mill SC 29715	4/19/2016
	406 Danielle Way Fort Mill SC 29715	4-19-16
	462 Danielle Way Fort Mill SC 29715	4-19-16
	420 Danielle Way Fort Mill SC 29715	4-23-16
	420 Danielle Way Fort Mill SC 29715	4-23-16
	423 Danielle Way Fort Mill, SC 29715	4-23-16
	424 Danielle Way Fort Mill, SC-29715	4-23-16
	432 Danielle Way Fort Mills SC 29715	4-23-16
	433 Danielle Way Fort Mill SC 29715	4-23-16
	432 Danielle Way Fort Mill, SC 29715	4-23-16
	430 Danielle Way Fort Mill, SC 29715	4/23/16
	434 Danielle Way Fort Mill, SC 29715	4/23/16
	439 Danielle Way Fort Mill SC 29715	4/23/16
	129 Brookshire Drive Fort Mill, SC 29715	5/17/16
	129 Brookshire Drive Fort Mill, SC 29715	5/17/16

REQUEST FOR ANNEXATION

HUNTINGTON PLACE (PHASES I, II, & III), COPPER CREEK AT HUNTINGTON (PHASE IV),
 & COBBLESTONE AT HUNTINGTON (PHASE V)
 25 PERCENT PETITION & ELECTION METHOD
 (SC CODE §5-3-300)

Signature	Street Address, City	Date
<u>[Signature]</u>	442 Danielle Way Fort Mill	4/23/16
<u>[Signature]</u>	439 Danielle Way Fort Mill	4/25/16
<u>[Signature]</u>	441 Danielle Way Fort Mill	4/23/16
<u>[Signature]</u>	441 Danielle Way Fort Mill	4/23/16
<u>[Signature]</u>	441 Danielle Way Fort Mill	4/23/16
<u>[Signature]</u>	438 Danielle Way Fort Mill	4/23/16
<u>[Signature]</u>	438 Danielle Way Fort Mill	4/27/16
<u>[Signature]</u>	441 Danielle Way Fort Mill	4/23/16
<u>[Signature]</u>	440 Danielle Way Fort Mill	4/24/16
<u>[Signature]</u>	104 Brookshire Dr Fort Mill SC	4-24-16
<u>[Signature]</u>	100 Brookshire Dr Fort Mill SC	4/24/16
<u>[Signature]</u>	326 Tyline Way Ft Mill SC	4/24/16
<u>[Signature]</u>	100 Brookshire Dr Fort Mill SC	4/24/16
<u>[Signature]</u>	175 Brookshire Dr. Fort Mill SC	4/24/16
<u>[Signature]</u>	175 Brookshire Dr. Fort Mill SC	4/24/16
<u>[Signature]</u>	104 Brookshire Dr Fort Mill SC	4/24/16

REQUEST FOR ANNEXATION
 HUNTINGTON PLACE (PHASES I, II, & III), COPPER CREEK AT HUNTINGTON (PHASE IV),
 & COBBLESTONE AT HUNTINGTON (PHASE V)
 25 PERCENT PETITION & ELECTION METHOD
 (SC CODE §5-3-300)

Signature	Street Address, City	Date
	418 Danielle Way Fort Mill SC 29715	4/24/16
J. Himsley	418 Danielle Way Fort Mill, SC 29715	4/24/16
✓ Carolina Hancock	416 Danielle Way Fort Mill 29715	4/24/16
✓ Katherine W. Brun	419 Danielle Way	4/24/16
✓ Jo Bali	108 Brookshire Dr.	4-25-16
✓ Michael Dixon	425 DANIELLE WAY	4/25/16
✓ Noel P Dixon	425 Danielle Way, Ft. Mill	4/25/16
✓ Lynne V. Mertz	431 Danielle Way, Ft. Mill	4/25/16
✓ Debra Willis	417 Danielle Way, Ft. Mill	4/25/16
✓ Kimberly Rin	180 Brookshire Drive ^{Ft. Mill, SC} 29715	4/25/16
✓ Ann Duhl	270 McKayla Ct Fort Mill, SC 29715	5/9/16
✓ Sarah Rin	275 McKayla Ct Fort Mill, SC 29715	5/9/16
✓ Shana Deh	275 McKayla Ct Fort Mill, SC 29715	5/9/16
✓ W. D. Blinn	357 McKayla Ct Fort Mill, SC 29715	5/9/16
✓ B. Bennett	708 Cody Ct FM, SC	5-17-16
✓ Shirley Muffin	710 Cody Ct. FM SC	5-17-16
✓ Jess Brun	330 Tyler Ws FM SC	5-17-16

REQUEST FOR ANNEXATION

HUNTINGTON PLACE (PHASES I, II, & III), COPPER CREEK AT HUNTINGTON (PHASE IV), & COBBLESTONE AT HUNTINGTON (PHASE V) 25 PERCENT PETITION & ELECTION METHOD (SC CODE 55-3-300)

Signature	Street Address, City	Date
Jason Thornton	214 Tylers Way Fort Mill SC	5-20-16
Pete Jent	302 Tylers Way Fort Mill SC	5-1-16
Karen Hinson	20 Tylers Way Fort Mill SC	5-1-16
John M. G.	300 Tylers Way Fort Mill SC	5-1-16
Jacob King	505 Jacobs Ridge Fort Mill SC	5/1/16
David King	515 Jacobs Ridge Fort Mill	5/1/16
Maude Well	522 Jacobs Ridge Fort Mill	5/1/16
David Schuler	304 Tylers Way Fort Mill	5/1/16
Doris Raymond	308 Tylers Way Fort Mill	5/1/16
Monellie Bally	769 Mokayla Court Fort Mill	5-9-16
Matthew Bobby	269 Mokayla Court Fort Mill	5-9-16
Monellie Plankenhorn	307 TYLERS WAY FORT MILL -	5-9-2016
Brian Furniture	711 Cody Ct Fort Mill, SC 29715	5/9/16
Michelle H. Finster	711 Cody Ct. Fort Mill, SC 29715	5-9-16
Charles M. Latt	709 Cody Ct Fort Mill SC 29715	5-9-16
Paul Latt	709 Cody Ct Fort Mill SC 29715	5-9-16
Sullivan Maxwell	133 Brookshire Dr Fort Mill SC 29715	5-1-16
CA	133 Brookshire Dr Fort Mill SC 29715	5-1-16

REQUEST FOR ANNEXATION

HUNTINGTON PLACE (PHASES I, II, & III), COPPER CREEK AT HUNTINGTON (PHASE IV),
& COBBLESTONE AT HUNTINGTON (PHASE V)
25 PERCENT PETITION & ELECTION METHOD
(SC CODE 65-3-300)

Exhibit A

Map of Huntington Place (Phases I, II, and III), Copper Creek at Huntington (Phase IV),
and Cobblestone at Huntington (Phase V) Subdivisions



Aerial Map



STATE OF SOUTH CAROLINA
TOWN COUNCIL FOR THE TOWN OF FORT MILL
ORDINANCE NO. 2016-__

AN ORDINANCE ANNEXING YORK COUNTY TAX MAP NUMBERS 737-00-00-179, 737-01-01-001 THROUGH 737-01-01-078, 737-02-01-001 THROUGH 737-02-01-049, AND 737-03-01-001 THROUGH 737-03-01-083; COMPRISING, IN THE AGGREGATE, APPROXIMATELY 48.9 +/- ACRES; CONTAINING A TOTAL OF 211 PARCELS ON APPLGATE LANE, BROOKSHIRE DRIVE, CODY COURT, COPPER CREEK LANE (# 1350-1375 ONLY), DANIELLE WAY, JACOBS RIDGE, LEGION ROAD (# 1448 ONLY), MAKAYLA COURT, AND TYLERS WAY; AND BEING MORE PARTICULARLY DESCRIBED AS THE HUNTINGTON PLACE (PHASES I, II, AND III), COPPER CREEK AT HUNTINGTON (PHASE IV), AND COBBLESTONE AT HUNTINGTON (PHASE V) SUBDIVISIONS

WHEREAS, the Town of Fort Mill received a Petition signed by twenty-five (25) percent or more of the qualified electors residing within the area described herein which was proposed for annexation to the Town pursuant to S.C. Code § 5-3-300, et seq.; and

WHEREAS, the property proposed for annexation is described collectively as the Huntington Place (Phases I, II, and III), Copper Creek at Huntington (Phase IV), and Cobblestone at Huntington (Phase V) Subdivisions; lying, being and situate in Fort Mill Township, County of York, State of South Carolina; comprising a total of 48.9 acres, more or less; and containing all those parcels listed on the property description and map contained in Exhibits A and B, respectively; and

WHEREAS, the Mayor and Town Council of the Town of Fort Mill determined that the property referenced herein meets the requirement for contiguity as established by S.C. Code § 5-3-305; and

WHEREAS, the Fort Mill Town Council, in consultation with the York County Board of Voter Registration and Elections, determined that the above referenced Petition was signed by twenty-five (25) percent or more of the qualified electors within the area proposed to be annexed *and*, as a result, the Fort Mill Town Council, by a resolution adopted on June 13, 2016, certified the petition and requested that the York County Board of Voter Registration and Elections order and conduct a special election, as soon as reasonably possible, within the referenced area on the question of extension of the corporate limits of the Town of Fort Mill; and

WHEREAS, pursuant to S.C. Code § 5-3-300(D), the York County Board of Voter Registration and Elections advertised and conducted a special election on August 23, 2016, during which time the qualified electors within the area proposed to be annexed were afforded an opportunity to vote in favor or in opposition to the proposed annexation; and

WHEREAS, on August 26, 2016, the York County Board of Voter Registration and Elections certified (attached hereto as Exhibit C) the results of the special election as follows: 62 (78.48%) in favor of annexation, and 17 (21.52%) opposed to annexation; and

WHEREAS, by written resolution adopted on August 29, 2016, and pursuant to S.C. Codes § 5-3-300(D) and § 5-3-300(E), the Town Council ordered the publication of the results of the special election, and subsequently, a notice of the council's intent to annex the subject property, unless a

petition signed by five percent or more of the qualified electors within the municipality was presented to the municipal council within thirty days from the date of the notice, requesting that the municipal council order an election to be held within the municipality on the question of extension of the corporate limits by annexation of the area proposed to be annexed. These notices were published in The Herald (Rock Hill), a newspaper of general circulation in the Fort Mill Township, on September 1, 2016, and September 2, 2016, respectively; and

WHEREAS, S.C. Code § 5-3-300(G) allows that a municipal council may give final reading approval to an ordinance declaring the area annexed not less than thirty days from the date of the publication of the notice required by § 5-3-300(E), provided that the council has not received a petition signed by five percent or more of the qualified electors within the municipality requesting an election on the question of extension of the corporate limits; and

WHEREAS, the Town Council did not receive a petition signed by five percent or more of the qualified electors within the municipality requesting an election on the question of extension of the corporate limits during the thirty-day period following publication of the notice required by S.C. Code § 5-3-300(E); and **[Note: 30-day period will expire prior to second reading]**

WHEREAS, the Fort Mill Planning Commission, in a duly called meeting on September 20, 2016, voted to recommend in favor of the annexation request pursuant to S.C. Code § 5-3-300, et seq., and recommended that the aforementioned area, upon annexation, be zoned under the Town's Zoning Code, as follows: GR-A General Residential; and

WHEREAS, the Town Council has determined that annexation would be mutually beneficial to both the petitioners and the Town of Fort Mill;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Fort Mill in Council assembled:

SECTION I. Annexation. It is hereby declared by the Town Council of the Town of Fort Mill, in Council assembled, that the incorporated limits of the Town of Fort Mill shall be extended so as to include, annex and make a part of said Town, the property described collectively as the Huntington Place (Phases I, II, and III), Copper Creek at Huntington (Phase IV), and Cobblestone at Huntington (Phase V) subdivisions; lying, being and situate in Fort Mill Township, County of York, State of South Carolina; comprising a total of 48.9 acres, more or less; and containing all those parcels listed on the property description and map contained in Exhibits A and B, respectively.

SECTION II. Zoning Classification of Annexed Property. The above-described property, upon annexation into the incorporated limits of the Town of Fort Mill, shall be zoned, as follows: GR-A General Residential.

SECTION III. Voting District. For the purpose of municipal elections, the above-described property, upon annexation into the incorporated limits of the Town of Fort Mill, shall be assigned to and made a part of Ward Four (4).

SECTION IV. Notification. Notice of the annexation of the above-described area and the inclusion thereof within the incorporated limits of the Town of Fort Mill shall forthwith be filed with the Secretary of State of South Carolina (SCSOS), the South Carolina Department of Public Safety (SCDPS), and the South Carolina Department of Transportation (SCDOT), pursuant to S.C. Code § 5-3-90(E).

SECTION V. Road Acceptance. It is anticipated, upon annexation, that the following public roads will be transferred from York County to the Town of Fort Mill for municipal ownership and maintenance. Upon dedication, the town will accept the following roads (and portions of roads) into the Town of Fort Mill Street Maintenance System:

1. Applegate Lane
2. Brookshire Drive (Legion Road to Copper Creek Lane)
3. Cody Court
4. Copper Creek Lane (West of Brookshire Drive)

The following roads (or portions of roads) within the subdivision are privately owned and maintained. All private roads will remain privately owned and maintained upon annexation, unless offered for dedication and accepted by Town Council at a later date:

1. Brookshire Drive (North of Copper Creek Lane)
2. Copper Creek Lane (Brookshire Drive to Makayla Court)
3. Danielle Way
4. Jacobs Ridge
5. Makayla Court
6. Tylers Way

SECTION VI. Severability. If any section, subsection, or clause of this resolution shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION VII. Effective Date. This ordinance shall be effective from and after the date of adoption.

SIGNED AND SEALED this ____ day of _____, 2016, having been duly adopted by the Town Council for the Town of Fort Mill on the ____ day of _____, 2016.

First Reading: September 26, 2016
Public Hearing: October 10, 2016
Second Reading: October 10, 2016

TOWN OF FORT MILL

Guyann H. Savage, Mayor

LEGAL REVIEW

ATTEST

Barron B. Mack, Jr, Town Attorney

Virginia C. Burgess, Town Clerk

Exhibit A

Property Description

The territory to be annexed, pursuant to S.C. Code § 5-3-300, et seq., shall be described as follows:

All those certain pieces, parcels or lots of land lying, being and situate in Fort Mill Township, County of York, State of South Carolina, such parcels comprising a total of 48.9 acres, more or less, and being more particularly described as York County Property Tax Map Numbers: 7370000179, 7370101001, 7370101002, 7370101003, 7370101004, 7370101005, 7370101006, 7370101007, 7370101008, 7370101009, 7370101010, 7370101011, 7370101012, 7370101013, 7370101014, 7370101015, 7370101016, 7370101017, 7370101018, 7370101019, 7370101020, 7370101021, 7370101022, 7370101023, 7370101024, 7370101025, 7370101026, 7370101027, 7370101028, 7370101029, 7370101030, 7370101031, 7370101032, 7370101033, 7370101034, 7370101035, 7370101036, 7370101037, 7370101038, 7370101039, 7370101040, 7370101041, 7370101042, 7370101043, 7370101044, 7370101045, 7370101046, 7370101047, 7370101048, 7370101049, 7370101050, 7370101051, 7370101052, 7370101053, 7370101054, 7370101055, 7370101056, 7370101057, 7370101058, 7370101059, 7370101060, 7370101061, 7370101062, 7370101063, 7370101064, 7370101065, 7370101066, 7370101067, 7370101068, 7370101069, 7370101070, 7370101071, 7370101072, 7370101073, 7370101074, 7370101075, 7370101076, 7370101077, 7370101078, 7370201001, 7370201002, 7370201003, 7370201004, 7370201005, 7370201006, 7370201007, 7370201008, 7370201009, 7370201010, 7370201011, 7370201012, 7370201013, 7370201014, 7370201015, 7370201016, 7370201017, 7370201018, 7370201019, 7370201020, 7370201021, 7370201022, 7370201023, 7370201024, 7370201025, 7370201026, 7370201027, 7370201028, 7370201029, 7370201030, 7370201031, 7370201032, 7370201033, 7370201034, 7370201035, 7370201036, 7370201037, 7370201038, 7370201039, 7370201040, 7370201041, 7370201042, 7370201043, 7370201044, 7370201045, 7370201046, 7370201047, 7370201048, 7370201049, 7370301001, 7370301002, 7370301003, 7370301004, 7370301005, 7370301006, 7370301007, 7370301008, 7370301009, 7370301010, 7370301011, 7370301012, 7370301013, 7370301014, 7370301015, 7370301016, 7370301017, 7370301018, 7370301019, 7370301020, 7370301021, 7370301022, 7370301023, 7370301024, 7370301025, 7370301026, 7370301027, 7370301028, 7370301029, 7370301030, 7370301031, 7370301032, 7370301033, 7370301034, 7370301035, 7370301036, 7370301037, 7370301038, 7370301039, 7370301040, 7370301041, 7370301042, 7370301043, 7370301044, 7370301045, 7370301046, 7370301047, 7370301048, 7370301049, 7370301050, 7370301051, 7370301052, 7370301053, 7370301054, 7370301055, 7370301056, 7370301057, 7370301058, 7370301059, 7370301060, 7370301061, 7370301062, 7370301063, 7370301064, 7370301065, 7370301066, 7370301067, 7370301068, 7370301069, 7370301070, 7370301071, 7370301072, 7370301073, 7370301074, 7370301075, 7370301076, 7370301077, 7370301078, 7370301079, 7370301080, 7370301081, 7370301082, 7370301083; such parcels being commonly referred to as the Huntington Place (Phases I, II, and III), Copper Creek at Huntington (Phase IV), and Cobblestone at Huntington (Phase V) Subdivisions, a map of which is attached hereto as Exhibit B.

Exhibit B

Map of Huntington Place (Phases I, II, and III), Copper Creek at Huntington (Phase IV), and Cobblestone at Huntington (Phase V) Subdivisions

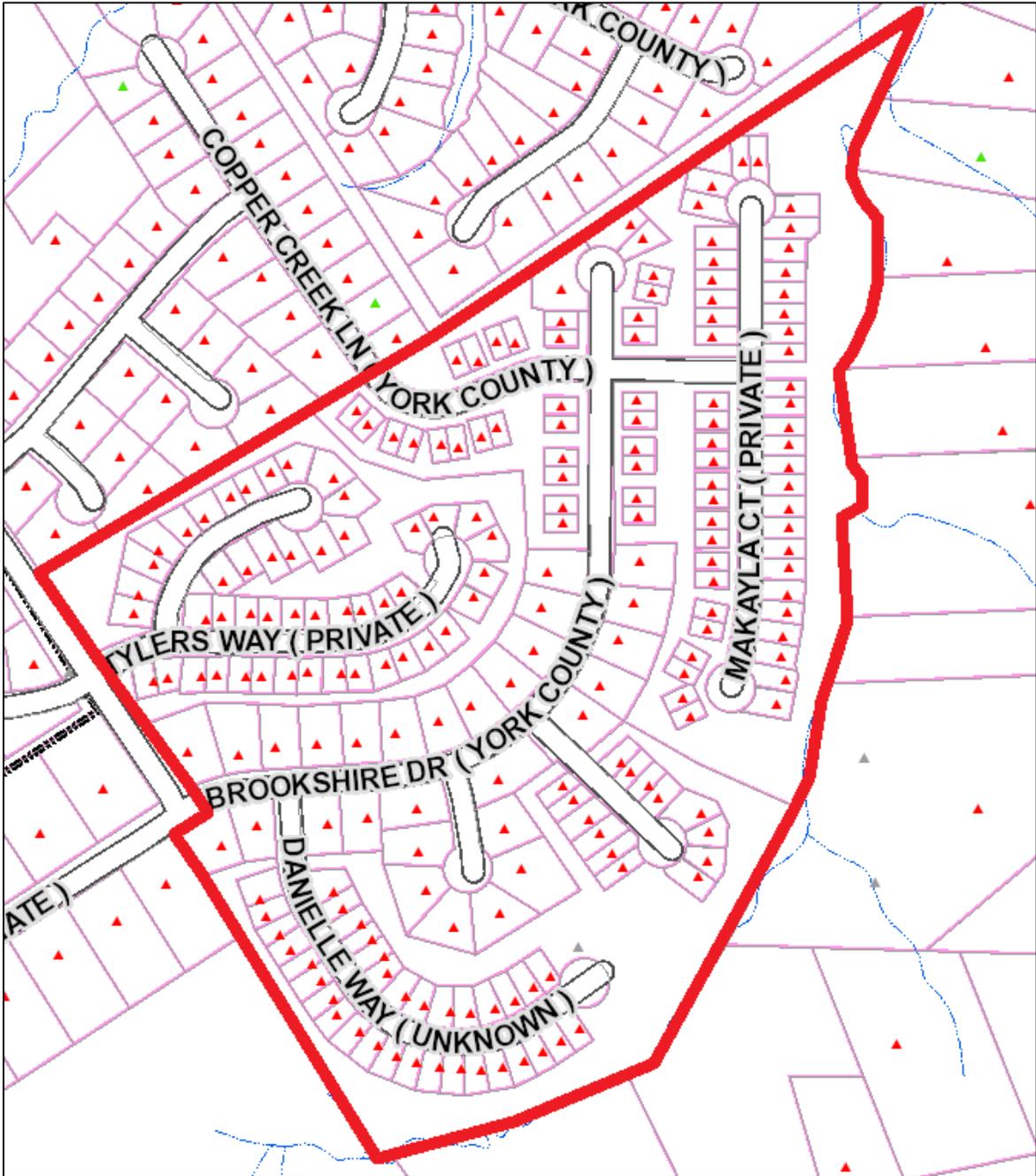


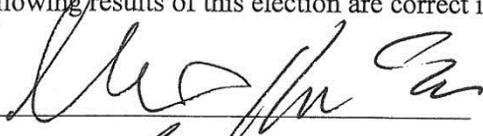
Exhibit C

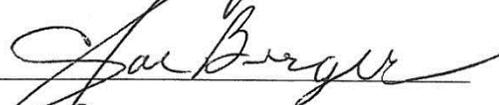
Certified Results of Special Election

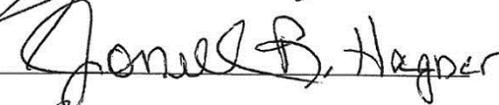
STATE OF SOUTH CAROLINA
YORK COUNTY BOARD OF CANVASSERS
STATEMENTS AND RETURNS OF VOTES
FOR
Huntington Place Annexation Referendum

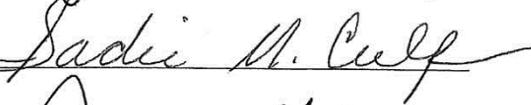
ELECTION DATE: August 23, 2016

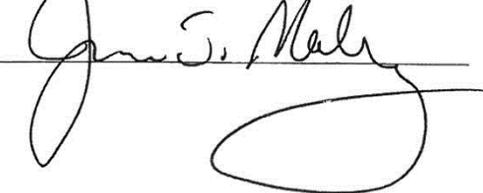
We the County Board of Canvassers certify that all proper procedures for canvassing votes in this election have been followed, and we have received written confirmation from election commission staff of the same; and upon such confirmation and any further review of our own, we certify the following results of this election are correct in all respects.











Certification Date: August 26, 2016

NUMBERED KEY CANVASS
 RUN DATE:08/26/16 10:11 AM

York County
 Huntington Place Annexation Re
 August 23, 2016

Official Results
 REPORT-EL52 PAGE 0001

	TOTAL	PERCENT		TOTAL	PERCENT
01 = REGISTERED VOTERS - TOTAL	301		03 = VOTER TURNOUT - TOTAL		26.25
02 = BALLOTS CAST - TOTAL	79				
	01	02	03		
0015 Fort Mill No. 1	301	75	24.92		
0750 Absentee	0	4			
0800 Emergency	0	0			
0850 Failsafe	0	0			
0900 Provisional	0	0			

SUMMARY REPORT
 Run Date:08/26/16 10:11 AM

York County
 Huntington Place Annexation Re
 August 23, 2016

Official Results
 Report EL45 Page 001

	VOTES	PERCENT
PRECINCTS COUNTED (OF 5)	5	100.00
REGISTERED VOTERS - TOTAL	301	
BALLOTS CAST - TOTAL	79	
VOTER TURNOUT - TOTAL		26.25
Huntington Place Annexation Referendum		
Vote for 1		
(WITH 5 OF 5 PRECINCTS COUNTED)		
In favor of the question / Yes	62	78.48
Opposed to the question / No	17	21.52
Total	79	