

# CHESTER COUNTY COUNCIL MEETING

## **R. Carlisle Roddey Chester County Government Complex**

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, January 5<sup>th</sup>, 2020 at 6:00 PM

### **Agenda**

Interim Supervisor Dr. Wylie Frederick Presiding

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes-**
  - a. December 10<sup>th</sup>, 2020 Special Called Council Minutes. **Pg. 4**
  - b. December 15<sup>th</sup>, 2020 Special Called Council Minutes. **Pg. 5**
  - c. December 7<sup>th</sup>, 2020 Council Minutes. **Pg. 6**
4. **Citizens Comments**
5. **Ordinances/Resolutions/Proclamations**
  - a. **Resolution 2021-1** To revert back to the name Chester County Animal Control. **Pg. 9**
6. **Old Business**
  - a. **2<sup>nd</sup> Reading of CCMA20-10**: Beaver Creek LLC (Richard M. Gee) request Tax Map # 079-00-00-021-000, 193 acres located off Dawson Drive Chester, SC 29706, be rezoned from R-2 (Rural Two) to PD (Planned Development) *Planning Commission voted 6-1 to approve.* **Pg. 10**
  - b. **2<sup>nd</sup> Reading of CCMA20-11**: Richard Colt Gregory request Tax Map # 104-00-00-119-000 located at 3036 Fishing Creek Church Rd., (Chester County) Rock Hill SC 29730, be rezoned from R2 (Rural Two) to LC (Limited Commercial) *Planning Commission voted 7-0 to approve with a reverter clause: If repairs or maintenance are not being performed the use would be reverted back to R2 Rural Two zoning.* **Pg. 32**
  - c. Update on Animal Control Operations-Interim Chairman Dr. Frederick.
7. **New Business**
  - a. **1<sup>st</sup> Reading of CCMA20-12**: Diane Young request Tax Map # 078-01-01-061-000 a lot located on Hughes Road, Chester, SC 29706 be rezoned from R-2 (Rural Two) to RG2 (General Residential). *Planning Commission voted 4-0 to approve.* **Pg. 35**
  - b. Council to consider a grant application proposal in the amount of \$70,000 dollars for a FAA grant. Keith Roach- Airport Director. **Pg. 39**
  - c. Council to consider adding current staff for EMS 6 and EMS 7 to cover West Chester and Fort Lawn. - EMS Director Britt Lineberger.

**8. Boards and Commissions**

**a. Reappointments to Board & Commissions-Councilman Wilson. Pg. 51**

1. Re-appointment to Accommodation Tax Committee- Councilman Wilson.
2. Re-appointment to Tax Assessment Appeals- Councilman Wilson.
3. Re-appointment to Zoning Board of Appeals- Councilman Wilson.
4. Re-appointment to Chester County Library Commission-Councilman Wilson.
5. Re-appointment to Parks & Recreation Advisory Board-Councilman Wilson.
6. Re-appointment to Construction Board of Appeals-Councilman Wilson.
7. Re-appointments to the Airport Commission. Councilman Wilson.

**9. Executive Session**

- a. Receive legal advice regarding Project Magma (formerly project 2038). Attorney Winters.
- b. Receive legal advice regarding project 2024. Attorney Winters.
- c. Receive legal advice regarding the Chester Facilities Corporation Installment Purchase Revenue Bonds. -Attorney Winters.
- d. Receive legal advice regarding contract negotiations at Gateway Common. Attorney Winters.
- e. Receive legal advice regarding impact fees. - Attorney Winters.
- f. Receive legal advice regarding project 2026. Attorney Winters.

**10. Council Actions Following Executive Session.**

- a. Action taking regarding legal advice for Project Magma (formerly project 2028).
- b. Action taking regarding legal advice for project 2024.
- c. Action taking regarding legal advice on the Chester Facilities Corporation Installment Purchase Revenue Bond.
- d. Action taken regarding legal advice on contract negotiations.
- e. Action taken regarding legal advice on impact fees.
- f. Action taken regarding legal advice for project 2026.

**11. Council Comments**

**12. Adjourn**

↓ **\*\*\*PUBLIC NOTICE\*\*\*** ↓

**Any citizen who wishes to make a public comment at the County Council meetings can do so in the following ways:**

1. You may submit your comments in writing to County Council by emailing Karen Lee, [klee@chestercounty.org](mailto:klee@chestercounty.org).
2. You may submit your comments by mail: Chester County Clerk to Council, Karen Lee, PO Box 580, Chester, SC 29706.
3. Anyone who wishes to appear in person before Council must register with the Chester County Clerk to Council by phone 803-377-7852 or by email at [klee@chestercounty.org](mailto:klee@chestercounty.org)

no later than 10:00 am on the day of the Council meeting. Such appearance will be limited to one (1) person to be permitted to enter the building while maintaining social distancing. The Clerk will confirm the appointment back to the requestor. A County employee will be on hand to open the back door of the Government Complex at the registered time. The individual may appear before Council for no more than three (3) minutes and will be required to leave the building immediately following their address to Council. Groups of presenters will not be permitted at this time, nor will individuals who have not registered by the deadline. All rules of social distancing as recommended by the CDC and the etiquette procedures of the County Council must be followed. Chester County Council remains committed and receptive to the comments of the citizens of Chester County and while the Council does not like these restrictions, they are being done in the interest of everyone's health.

### **Guidelines for Addressing Council**

#### **Citizens Comments:**

- Each citizen will be limited to three minutes

#### **Public Hearings:**

- Each speaker will be limited to a three-minute presentation

#### **When introduced:**

- Approach the podium, state your name and address
- Speak loudly and clearly making sure that the microphone is not obstructed
- Do not address the audience – direct all comments to Council
- Do not approach the Council table unless directed

#### **Anyone addressing Council will be called out of order if you:**

- Use profanity
- Stray from the subject
- Make comments personally attacking an individual member of Council

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.



## CHESTER COUNTY COUNCIL WORKSHOP

**R. Carlisle Roddey Chester County Government Building  
1476 J A Cochran Bypass- Council Chambers  
Thursday, December 10<sup>th</sup>, 2020 at 4:00 PM**

### **Minutes**

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilman Alex Oliphant, Councilwoman Guy, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Councilman Jordan and Councilman Vaughn participated by zoom. Rules of Procedure Section 2-59- and 60 were suspended.

- 1. Call to Order-**Interim Chairman Frederick called the meeting to order.
- 2. Executive Session-**Vice Chairman Branham motioned to go into executive session, second by Councilwoman Guy. Vote 6-0 to approve.
  - a. To Receive Legal Advice Regarding the 2014 CPST Project List.
- 3. Councils Action Following Executive Session**
  - a. Action Taken Regarding Legal Advice for the 2014 CPST Project List.  
Taken as information.
- 4. Adjourn-**Vice Chairman Branham motioned to adjourn, second by Councilwoman Guy. Vote 6-0 to adjourn.

Time: 5:30 PM.

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Karen Lee, Clerk to County Council

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.



## **CHESTER COUNTY COUNCIL WORKSHOP**

**R. Carlisle Roddey Chester County Government Building  
1476 J A Cochran Bypass- Council Chambers  
Tuesday, December 15<sup>th</sup>, 2020 at 3:00 PM**

### **Minutes**

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilman Alex Oliphant, Councilwoman Guy, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Councilman Jordan participated by zoom. Rules of Procedure Section 2-59- and 60 were suspended.

1. **Call to Order**-Interim Chairman Frederick called the meeting to order.
2. **New Business**
  - a. **Consideration for funding Chiller Replacement and AHU controller repairs and boiler repair in the amount of \$186,820. -Sheriff Dorsey.** Vice Chairman Branham motioned to approve the transfer of grant match funds into the Detention Center in the amount of \$11,800 dollars, second by Councilman Oliphant. Vote 6-0 to approve.
3. **Executive Session**-Councilman Oliphant motioned to go into Executive Session, second by Councilman Vaughn. Vote 6-0 to approve.
  - a. To receive legal advice regarding Project 2038.- Attorney Winters.
4. **Council Actions Following Executive Session.** Councilwoman Guy motioned to go back to Regular Session, second by Councilman Vaughn. Vote 6-0 to approve.
  - a. **Action taken regarding legal advice for Project 2038.**  
Councilman Oliphant motioned to allow the Economic Director to proceed with negotiations, second by Vice Chairman Branham. Vote 6-0 to approve.
5. **Adjourn**  
Councilman Wilson motioned to adjourn, second by Councilwoman Guy. Vote 6-0 to adjourn.

**Time:** 5:30 pm

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Karen Lee, Clerk to County Council

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

# **CHESTER COUNTY COUNCIL MEETING MINUTES**

## **R. Carlisle Roddey Government Complex**

1476 J A Cochran Bypass, Chester, SC

**Monday, December 7<sup>th</sup>, 2020 at 6:00 PM**

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman Alex Oliphant, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Rules of Procedure Section 2-59- and 60 were suspended.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order. He asked for a Motion to postpone item 6.d., Councilwoman Guy motioned to postpone to the January 19<sup>th</sup>, 2021 meeting, second by Vice Chairman Branham. Vote 6-0 to approve. He asked to remove 9.a., from the agenda. Councilman Vaughn motioned to remove, second by Vice Chairman Branham. Vote 6-0 to approve.
2. **Pledge of Allegiance and Invocation**  
Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes**
  - a. **November 16<sup>th</sup>, 2020 Council minutes.**  
Councilman Wilson motioned to approve, second by Councilwoman Guy. Vote 6-0 to approve.
4. **Citizen Comments**

Roxanne James, 3007 Steele Village Road, Rock Hill said she would like to thank Councilman Oliphant for all of his hard work he had done for Chester County. She also asked Council to bring in revenue in order to have great recreational parks here in Chester for the youth and families.

Laurie Lewis, 1502 Great Falls Hwy, Chester voiced her concerns of the YMCA closing and asked Council to try and find funding to help keep some of the programs going especially the aquatic program.
5. **Ordinances/Resolutions/Proclamations**
  - a. **Proclamation to honor the service of Tommy Martin.**  
Dr. Frederick read the proclamation aloud and he and Council thanked Mr. Martin for his fifty years of service to the community of Chester as a former council member and school board member and his current tenure as one of the four captains for the West Chester Fire Department.
  - b. **Proclamation to honor the service of Councilman Alex Oliphant.**  
Vice Chairman Branham read the proclamation aloud and he and Council thanked Councilman Oliphant for the seventeen plus years he had served as Councilman for district six. He served his residents without prejudice and helped guide the County through many difficult decisions and shown devotion to provide a better quality of life for the citizens of Chester County. Councilman Oliphant thanked district six and his fellow Councilmembers along with County Attorney Winters and Clerk to Council Karen Lee.
6. **Old Business**
  - a. **Update regarding the impact fee study- Councilman Jordan and Cole McKinney.**  
Cole McKinney gave a brief summary, he stated since the passing of Robby Moody the study had been given to COG's new senior planner Steve Allen. The notes left by Mr. Moody had indicated the CIP would need to be separated from the Comprehensive plan so it could be adopted as soon as possible. He also indicated prioritization by staff for the five, ten- and twenty-year timelines, review the funding sources for projects that fall within the five-year prioritization window and include the ten-year projects in the CIP to be presented to Council for

adoption. He indicated maybe postponing development of the impact fee until a better stream of development potential was identified.

**b. 1<sup>st</sup> Reading of CCMA20-10:** Beaver Creek LLC (Richard M. Gee) request Tax Map # 079-00-00-021-000, 193 acres located off Dawson Drive Chester, SC 29706, be rezoned from R-2 (Rural Two) to PD (Planned Development) *Planning Commission voted 6-1 to approve.*

Councilwoman Guy motioned to approve, second by Councilman Wilson. Council asked to be provided with more information before the next meeting. Vote 5-1 to approve. Councilman Jordan opposed.

**c. 1<sup>st</sup> Reading of CCMA20-11:** Richard Colt Gregory request Tax Map # 104-00-00-119-000 located at 3036 Fishing Creek Church Rd., (Chester County) Rock Hill SC 29730, be rezoned from R2 (Rural Two) to LC (Limited Commercial) *Planning Commission voted 7-0 to approve with a reverter clause: If repairs or maintenance are not being performed the use would be reverted back to R2 Rural Two zoning.* Councilman Wilson motioned to uphold, second by Councilman Vaughn  
Vote 6-0 to approve.

**d. *Postponed***-Update on Heart & Soul and their support of the Fort Lawn Economic Development Strategic Plan and to recommend the formation of the Chester County Collaborative for the purpose to align economic and community development strategies across the county. -Mick Harrington.

**e. Update on derelict houses, vehicles and litter-Councilman Oliphant.**

Dr. Frederick stated forms had been added to the website as well as the capability to allow for pictures. David Schuelke the IT Director added different complaint forms, they would be looking to change the nuisance and abatement job description. Councilman Oliphant asked to have a link sent to the Clerk of Council office also so when the complaints come in, she can send them to Councilmembers so they can follow up.

**f. Update on Palmetto Pride-Councilman Oliphant.**

Dr. Frederick stated he had given this to the Public Works Department under the Litter Department he had spoken with Tenna Cook who will be over it and assist. County Attorney stated the County would need to do an engagement process with Palmetto Pride to enter and notify them to establish an MOU to trigger the engagement and then present it to Council. Dr. Frederick stated this would be added to one of the January meetings.

## 7. New Business

**a. Approval of the 2021 County Council and CCTC meeting dates.**

Attorney Winters stated for the record the CDC guidelines for Council meetings would still be followed, the emergency procedures in place now for meetings and what has been done tonight would be carried over into 2021. She knows how important it is to Council to move the meetings around but under these circumstances they should proceed with caution. Vice Chairman Branham motioned to approve with the caveat to revisit the meeting locations, second by Councilman Vaughn. Vote 6-0 to approve.

**b. Discuss the closure of YMCA. Interim Chairman Dr. Wylie Frederick.**

Dr. Frederick stated the YMCA serves all areas of the County and all age groups and a bright spot in Chester County. The CEO of Upper Palmetto YMCA Kirk Elch had told him the building was unsafe. The roof and other repairs could cost around or over one million dollars. Dr. Frederick asked for an extension, but Mr. Elch had said he could not give him one since the building was not safe. Dr. Frederick also said the building was owned by the school district and in the City limits. He has also spoken to City Administrator Stephanie Jackson who wanted to put together an Ad-hoc committee to see what type of funding or possibilities the City and County could do. He said he knew the pool was used a lot. Councilman Oliphant stated if nothing is done and maintenance is not done on the pool it would take a lot of money to bring it back up again. There are three or four different foundations Council can reach out to along with industries that promised to help the community, send them a request and explain the situation to see if they would help. He also asked if Dr. Frederick would send a letter requesting all the documentation for repair that has been done.

**8. Boards and Commissions**

**a. Appointment to the Ad-hoc committee for Burnt House Meeting Cemetery.**

Councilman Wilson motioned to appoint Harvey Neely Gaston, second by Councilman Oliphant. Vote 6-0 to approve.

**9. Executive Session**

Councilwoman Guy motioned to go to Executive Session, second by Councilman Jordan. Vote 6-0 to approve.

**a. (Removed from agenda) Receive legal advice regarding project 2034. Attorney Winters.**

**b. Receive legal advice regarding project 2038.-Attorney Winters.**

**c. Receive legal advice regarding project 2062. Attorney Winters.**

**d. Receive legal advice regarding IBHS-Attorney Winters.**

**e. Receive legal update on existing County litigation. -Attorney Winters.**

**10. Council Actions Following Executive Session**

Councilwoman Guy motioned to go back to Regular Session, second by Councilman Jordan. Vote 6-0 to approve.

**a. (Removed from agenda)-Action taken regarding legal advice for project 2034.**

**b. Action taken regarding legal advice for project 2038. Taken as information.**

**c. Action taken regarding legal advice for project 2062. Taken as information.**

**d. Action taken regarding legal advice for IBHS. Taken as information.**

**e. Action taken regarding legal update on existing County litigation. Taken as information.**

**11. Council Comments**

Council spoke of the passing of former Councilman Archie Lucas who had thirty years of service he gave to Chester County and was Great Falls hero. He always looked out for Great Falls and was a good friend to members. Dr. Frederick said he had never met him but only heard wonderful things about him.

**12. Adjourn**

Councilman Oliphant motioned to adjourn, second by Councilman Vaughn. Vote 6-0 to adjourn.

Time: 9:10 pm.

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Karen Lee, Clerk to Council

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.





Resolution 2021-1

**A RESOLUTION TO REVERT BACK TO THE NAME CHESTER COUNTY ANIMAL CONTROL**

**WHEREAS**, Chester County does operate an Animal Shelter within the County for animal control purposes; and

**WHEREAS**, the department managing the animal shelter and its accompanying ordinances has previously been known as Animal Control; and

**WHEREAS**, at some point and outside of the purview of the Chester County Council, the name of this department was changed to the Animal Care & Enforcement Department; and

**WHEREAS**, on October 5, 2020, the Council was asked to consider changing the unapproved name of the department to the Chester County Animal Shelter; and

**WHEREAS**, in consideration of the fact that this department has always been known as Chester County Animal Control with all organizational charts of the County indicating same; and

**WHEREAS**, in order to be consistent, this Council would resolve to revert back to the original name of Chester County Animal Control.

**THEREFORE**, be it resolved that the department managing the animal shelter and animal control ordinances for Chester County revert back to the original name of Chester County Animal Control.

**DONE IN MEETING DULY ASSEMBLED**, this 5<sup>th</sup> day of January 2021.

**COUNTY COUNCIL OF CHESTER COUNTY**

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Wylie Frederick  
Interim County Supervisor

ATTEST:

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Karen Lee  
Clerk to County Council of Chester County

## Karen Lee

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**From:** Susan Rosenblatt <susan@gvestcapital.com>  
**Sent:** Monday, December 28, 2020 12:48 PM  
**To:** Karen Lee; Mike Levister; Richard Gee; Ray Gee; Jerry Robertson; Al Walters; mfry@campcoengineering.com  
**Subject:** Brainerd Place - Replies to Council and Levister Questions/Comments  
**Attachments:** Brainerd - Campco - Utility Space Allocation Plan 12.28.20.pdf

Karen and Mike,

I hope you had a wonderful Christmas! Listed below are questions and comments from Council and Mike Levister with related answers in blue. We are interested in addressing Council at the January 5<sup>th</sup> meeting; our representative will be Richard Gee. The engineer and I will be present in case there are technical questions from Council that need to be addressed immediately.

### COUNCIL QUESTIONS:

1. Will the roads be up to county specs?
  - a. Roadways will meet or exceed the structural load in the approved County section: 2" top course asphalt, 2" base course asphalt and 5" stone base. We are agreeable to change to a standard crown road with rollover curb and gutter in lieu of the proposed inverted crown with ribbon curb. A cross-section will be provided for Council.
2. Will the homes be modular homes or mobile homes such as a double wide? A picture would be awesome. How will they be underpinned?
  - a. Mobile Homes – Most lots will fit both a single or double wide home allowing more choices for new homeowners. We have arranged for tours at Rock Hill's Clayton Home office if anyone from the County, Council or Planning is interested. You can contact Richard Gee (704.779.1298) to schedule a visit or stop by Clayton's offices located at 1044 N Anderson Road, Rock Hill, South Carolina. Their hours are M-F 9am-6pm, Saturday 9am-5pm and closed Sundays.
  - b. Link to photos and home plans similar to what will be marketed for Brainerd Place:  
<https://www.dropbox.com/s/dk9r4f13a3yfd1j/2020%20Rockwell%20Community%20Brochure.pdf?dl=0>
  - c. Vinyl underpinning is planned for the community.
3. Has the soil been tested to see if it is suitable for such a development? My father farmed that land many years ago and said it was wet land and didn't seem to have much of a base underneath.
  - a. Both Campco and developer researched the Soil Survey for Chester County (produced by US Dept of Agriculture) which gives an idea of soils types in the area; however, we have not completed bores or test pits. Testing will commence once the project is approved for rezoning.
4. What happens if the home is foreclosed on? Will the bank have to sell the home in place instead of moving it?

- a. MHP will repossess to sell or rent to someone else.
- 5. Have they given the estimate of what the monthly lot rent will be?
  - a. \$400 per month
- 6. Last question and most important, please explain more about the phases? How will this work? Could we approve only the first phase or maybe the first two phases only and then they can come back to us in the future. If it is a nice development, I don't think they would have any problems getting approval again.
  - a. Proposed Phasing (ESTIMATE)
    - i. Phase 1 – 75 Lots near office
    - ii. Phase 2 – 150 Lots adjacent to Phase 1
    - iii. Phase 3 – 150 Lots
    - iv. Phase 4 – 150 Lots
    - v. Phase 5 – 175 Lots
  - b. Rezoning approval would be for the entire community but we plan to submit construction drawings by phase. The condition of the community being a “nice development” is subjective; however, we are agreeable to measurable benchmarks and standards being imposed.

**PLANNING AND REZONING ADMINISTRATOR’S QUESTIONS:**

- 1. Pavement width shown on Utility Space Allocation typical section notes 22’ for collector streets (unchanged), but notes 20’ total width for local streets (reduced from 22’ shown originally)
  - a. Campco was showing that we could reduce the pavement width to be consistent with the manufactured home park criteria noted in the RG-2 Conditional Uses regulations, which requires the paved roadway widths to be a minimum of 20’ for local/access roads and 22’ for collector/sub-collector roads. However, the submitted PD Zoning Sketch Plan did note the roadway widths at 22’. This was amended on the Utility Space Allocation Plan provided (see attached).
- 2. Electrical and Telecom shown within road R/W on Typical Section, but shown in rear lot easements on Plan View
  - a. The plan view was amended on the Utility Space Allocation Plan to show the electrical and telecom utility lines being placed at the rear of the unit spaces, but they were inadvertently left in the typical section. This was amended on the Utility Space Allocation Plan provided (see attached).
- 3. 5’ sidewalk has been added
  - a. We are agreeable to sidewalks on both sides of collector/subcollector roads and one side on local/access roads.
- 4. 25’ deep Off-Street Parking depth originally proposed has been reduced to 20’ with the addition of sidewalk, of which only 12’ is outside of the R/W. Standard passenger vehicle length for design is 19’ meaning that a good portion of the parking area and vehicle will be within the public right of way. Theoretically there will only be 1’ clear space between the back of the sidewalk and a parked car. Minimum parking stall per Zoning (5-402) is 19’ deep. Also, by definition, off-street parking is on a lot, not within the R/W.
  - a. The PD Plan shows driveways at 25’ long and parking at the standard length of 19’. These have also been documented more clearly on the amended Utility Space Allocation Plan (see attached).

5. Street-side landscape buffer requirements may be difficult to achieve with 30' wide driveway/parking pad with a 45' lot width (15' between driveways)
  - a. The ordinance states the following: Section 6-11 Trees - It is the intent of the County to preserve trees within its residential areas. In keeping with this intent, in new developments in RS-1, RG-1, and RG-2 zoning districts street trees shall be planted at (40) forty-foot intervals with in (5) five feet of the street right-of-way. Existing trees shall be preserved whenever possible, and the plans and specifications for tree planting and tree preservation shall meet the approval of the Planning Commission. Hardwood trees in RS-1, RG-1, and Rg-2 districts shall be protected in accordance with § 5-303 of the Zoning Ordinance. We are *not* in any of these zone classifications; therefore, street trees should not be required.

If you have any questions or need additional information, please let me know! Otherwise, we will see you next Tuesday.

Sincerely,

Susan Rosenblatt  
Gvest Capital LLC  
136 Main Street  
Pineville, NC 28134  
704.363.1368  
[susan@gvestcapital.com](mailto:susan@gvestcapital.com)



**Chester County Planning Commission Minutes**  
**6:30 pm on Tuesday, November 10, 2020**

**CCMA20-10: Beaver Creek LLC (Richard M. Gee) request Tax Map # 079-00-00-021-000, 193 acres located off Dawson Drive Chester, SC 29706, be rezoned from R-2 (Rural Two) to PD (Planned Development)** Susan Rosenblatt said Mr. Gee could not be here and she would be speaking on his behalf. Mrs. Rosenblatt said she was the land development manager for Beaver Creek and wants to make this property a Manufacture Home Park. Chairman Raines asked if they had developed properties like this before, Mrs. Rosenblatt said she usually does townhomes and single family, but this would be the first brand new mobile home park with new homes. It is a different project but with the same process. Beaver Creek does have publicly mobile home parks and she has representatives and engineers present if the commissioners have any questions for them. They purchased the old B & D Mobile Home park here in Chester, they have resurfaced the roads, added landscaping, put up new signs and bringing the park up to be a nicer place to live in.

Chairman Raines said was any of the other parks they have in the magnitude of 700 units they want to do on this property. Mrs. Rosenblatt stated no, the biggest one had a couple of hundred that they purchased that was already built. Commissioner Raines said a document sent to Planning Director Mike Levister from Allison Love, from DOT showed recommendations about the sketch plan intersection and traffic impacts. Mrs. Rosenblatt said they knew a traffic impact study would be required so they met with her to get her thoughts and to understand the traffic counts before school went out for the holidays and to get an idea of what they were looking for. Ms. Love gave them some general recommendations.

Commissioner Grant asked who their targeted audience for the manufactured home park will be. Mrs. Rosenblatt said people who may not be able to own a \$250,000 dollar home but could own a \$100,000 dollar home. Commissioner Grant said so the owner owns the manufactured home, or will they rent the home? Mrs. Rosenblatt said they will own the home but pay lot rent. Michael Enise, President of Manufacturing Properties said they own twenty mobile home communities across the Carolinas. The purpose is to provide affordable housing in this area since currently there isn't any for the working class. Chairman Raines said so all these properties none of them are rental properties, they would own the home and pay lot rent. Mr. Enise said that was correct. Commissioner Grant asked if they would institute the restrictions that were in their packet. Mrs. Rosenblatt said they do institute covenant restrictions which are implemented in the lease agreement if it is lot rent only or if it is a home they own. If you don't follow X, Y and Z they can be removed from the property, Commissioner Grant said he would want restrictions, three strikes and you're out and would hold them to it.

Mrs. Rosenblatt said the County zoning for a PD required two parking spaces and they are planning for three, street parking would not be allowed. Mr. Enise said the restrictions you have are for townhomes, but they could provide the rules and regulations for mobile home communities that are different. Chairman Raines asked who would maintain the property, if he was to put a manufactured home on the lot and lease the lot from you who maintains everything. Mr. Enise said his company would take care of it and would have an onsite manager from nine to five to enforce the rules and take care of any work orders or site issues just like a residential development. Anything after hours residents will have phone numbers to contact in case of emergencies after hours.

Commissioner Howell said the road they were proposing was not to SCDOT standards using a center drain so if they leave in the future the maintenance on the roads would be put on the County. Mrs. Rosenblatt said if they were to sell the property it would sell with the same conditions the County requires. Commissioner Howell pointed out there were not sidewalk or utilities listed on the drawings presented.

Al Walters with Campco Engineering said the plan identified a 50 foot right of way on the roadways, with all the utilities located within that zone. Your concern is having the right of ways for maintenance utilities they would all fall within that. Commissioner Howell asked what procedure was there when a tenant moved out and asked if it qualified for section eight housing. Mrs. Rosenblatt said the mobile home stays, if the owner decided they want to move they cannot take the mobile home with them they would have to sell it to someone else but the mobile home stays. Mr. Enise said as of now they were not planning to do section eight but that could change. Commissioner Howell asked if a firetruck could turnaround on the cul-de-sac, Mr. Walters said it met the subdivision standards with a forty-foot radius and fifty-foot radius right of way. Commissioner Howell said if you leave the frame from under the mobile home, it is taxed as a mobile home, but if you

remove the frame it's taxed as a manufactured home. Mrs. Rosenblatt said their plan was not to do a permanent foundation but would use Hardee board, they plan to cut the front chassis off so the home cannot be pulled off the lot.

Planning Director Mike Levister said he didn't know how much taxes would be, he asked Mrs. Rosenblatt if he owned a mobile home and moved it to your park and then decided to move it out can he move it out.

Mr. Enise said no, for this development it has to be a brand-new mobile home that they are ordering and that is why they wouldn't have that issue. Once they are on the lot they stay, the owner has the option to sell it to someone else just like selling a house. Chairman Raines said when you get through with phase one and you have a hundred mobile homes setting on the lot ready to be bought you are going to lease the property. Mr. Enise said that was correct, when you place your mobile home on their lot you cannot remove it, you would have to sell it. If someone owns their mobile home, they can move it, but he would have to replace with another mobile home.

County Attorney Winters asked what the relationship between the person would be living there and him. Mr. Enise said they're just paying lot rent if they are buying the home therefore, they would be no relationship. Mr. Levister said the way he was understanding it was two different options they would provide a mobile home that would be rented threw there company or you could lease a lot and move your own mobile home there as long as it is brand new and meets there guidelines and requirements. They would repair the ones they own only and not the others that doesn't belong to them.

Commissioner Grant said once the utilities are put in place there was a plug on the mobile home and breaker box and stays there so you would not have to go back to fix it unless there was a problem with it. Commissioner Howell said since they would not be moving the mobile homes in and out that wouldn't be a problem, his other concern was the road with the center drain.

Commissioner Grant said the mobile home parks here now are not clean parks, he doesn't want this to become another eyesore. Mrs. Rosenblatt said she agreed one hundred percent she wanted it to be a nice place to live where kids could ride their bikes and have playgrounds, walking paths in the woods, soccer fields and places they can throw a football. She said their goal was to provide homeownership, that is there goal to give people that sense of home ownership. Mr. Enise said they have twenty other communities where they went in and paved the roads, painted the homes and kicked out the bad apples. They run background and credit checks to make sure they are bringing people in who will be contributing to society and not those trying to take advantage.

Mrs. Rosenblatt said they were maintaining fifty-foot buffer by leaving the trees around the community with the exception of the side next to the old Mesco building which is industrial. She said the name of the park would be Brainerd Place, Commissioner Hill asked how she came up with that name. Mrs. Rosenblatt said she was born and raised here and knows the history of Chester and how special the name is.

Jerry Robertson, 122 Sunset Drive spoke in favor of the rezoning, he said the last forty years he was a businessman in Chester and in the last ten years he has been a real estate agent here. From his standpoint the number one issue here is the lack of housing, the primary commerce is provided by people that make less than \$20 an hour and doesn't allow them to buy stick-built homes. What this program does is give people very adequate housing in a very nice community at a price they can afford. He thinks the only way to grow the population in this county is to bring more affordable housing in and this project would be beneficial to Chester County. No one spoke against the request. Commissioner Grant motioned to approve. second by Commissioner Hill. Vote 6-1 to approve. Commissioner Howell opposed.

### **Comments/Discussion**

Chairman Raines stated to staff Commissioner Williams would not be at December or January meetings, this would be her official notification.

### **Adjourn**

Chairman Raines motioned to adjourn, second by Commissioner Grant. Vote 7-0 to adjourn.

Time: 7:40 PM





**Chester County, South Carolina**  
 Department of Planning, Building & Zoning  
 1476 J.A. Cochran Bypass  
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: 11/10/2020 Case # CCMA20-10 Invoice # 311

The applicant hereby requests that the property described to be rezoned from R-2 to PD

Please give your reason for this rezoning request:

Develop Manufactured Home Park and associated convenience store and mini storage facility.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: \_\_\_\_\_

Property Address Information

Property address: Dawson Drive  
 Tax Map Number: 079-00-00-021-000 Acres: 1.93

Any structures on the property: yes \_\_\_\_\_ no X. If you checked yes, draw locations of structures on plat or blank paper.

**PLEASE PRINT:**

Applicant (s): Beaver Creek LLC (Richard M. Gee)  
 Address: 136 Main Street, Pineville, NC 28134  
 Telephone: 704-363-1368 cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: richard@gvestcapital.com

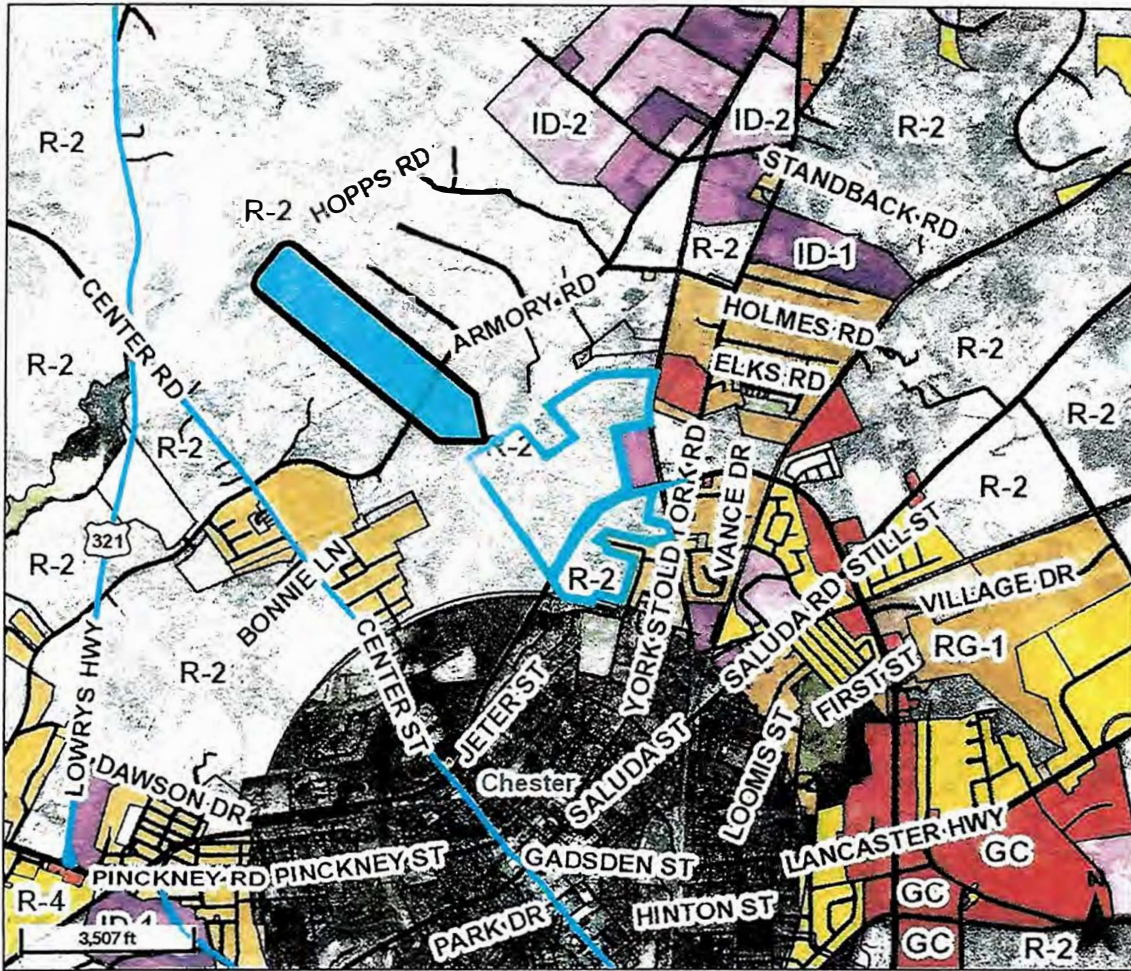
Owner(s) if other than applicant(s): Land Development Corporation of Chester (John D. Sherer, President)  
 Address: 2003 Lancaster Hwy., Chester, SC 29706  
 Telephone: 803-209-0753 cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: Jdsherermd@icloud.com

**I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.**

Owner's signature: John D. Sherer Date: 10-1-2020  
 Applicant signature: [Signature] Date: 10-1-2020

**CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.**





Overview



Legend

- Roads**
- Secondary Road
  - SC Highway
  - ▭ Municipals
  - ▭ Parcels
- Chester County Zoning**
- AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
- ▭ County Boundary

Parcel ID 079-00-00-021-000  
 Sec/Twp/Rng n/a  
 Property Address

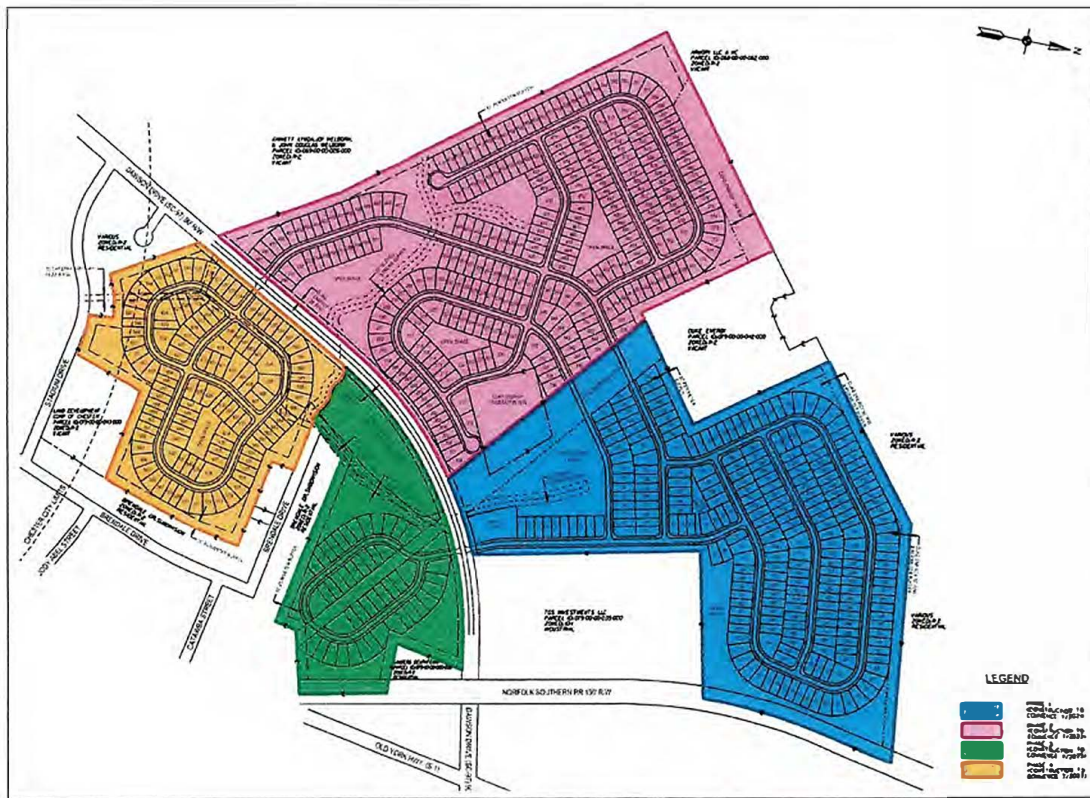
Alternate ID n/a  
 Class AC  
 Acreage 193

Owner Address LAND DEV CORP OF CHESTER  
 % JOHN SHERER  
 2003 LANCASTER HWY  
 CHESTER SC 29706

District 02  
 Brief Tax Description BY PASS  
 (Note: Not to be used on legal documents)

Date created: 11/10/2020  
 Last Data Uploaded: 11/10/2020 2:12:17 AM





1. THE INFORMATION ON THIS PLAN IS THE PROPERTY OF DAMPO ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DAMPO ENGINEERING, INC. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

**CEI**  
**Dampo Engineering, Inc.**  
 Consulting Engineers since 1974

**BRAINERD PLACE**  
 DAVENPORT COUNTY, NORTH CAROLINA

**PHASING PLAN**

REVISIONS	NO.	DATE	DESCRIPTION

CE-9793  
 ISSUED 09/18/2000  
 CAD FILE PHASING PLAN  
 SCALE: N/A

**C1.1**

**LEGEND**

- PHASE 1 - 10 CONDOMINIUMS
- PHASE 2 - 10 CONDOMINIUMS
- PHASE 3 - 10 CONDOMINIUMS
- PHASE 4 - 10 CONDOMINIUMS

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

HOME LEASE

This Lease with Option to Purchase ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date") by and between the below-noted lessor ("Lessor") and the below-noted lessee ("Lessee") (collectively, the "Parties").

Lessor: \_\_\_\_\_  
Lessor's Address (for payments): Mobile Home Rentals LLC, P.O. BOX 670 Pineville, NC 28134  
Home Location Lot Address: \_\_\_\_\_  
Lessee: (print all names) \_\_\_\_\_  
Security Deposit: \$ \_\_\_\_\_  
Monthly Mobile Home Lease Amount: \$ \_\_\_\_\_

- THIS LEASE.** Under this Lease, Lessor hereby lets the Mobile/Manufactured Home listed at the address above to Lessee, and Lessee hereby leases the Mobile/Manufactured Home listed at the address above from Lessor, in accordance with the terms and conditions herein provided. Further, under this Lease, Lessee wishes to have an option to purchase the Mobile/Manufactured Home from Lessor, and Lessor hereby grants Lessee an option to purchase the Mobile/Manufactured Home from Lessor, in accordance with the terms and conditions herein provided. Based upon the mutual covenants, promises, and other consideration contained herein, the Parties hereby agree to the below-noted terms of this Lease. Please note that this document may be assigned to any applicable mortgagee.
- HOME RENTAL TERM.** This Lease shall commence on the effective date noted above and on a month-to-month basis thereafter, unless either party gives a thirty (30) days written notice of termination to the other, unless a longer period is required by law. As stated in the attached Lot Lease a (60) day written notice of termination is required for any tenant who owns their own home.
- LEASE PURCHASE OPTION AGREEMENT:** The lease purchase option agreement is a separate contract agreed upon between the Lessor and Lessee as the terms in which the Lessee will own the Mobile/Manufactured Home at the above address at the end of said term. This agreement depicts a set start date, end date, down payment and payment schedule agreed upon by both the Lessor and Lessee. At the end of the contract term if the Lessee fulfills all obligations to this contract the Lessor will grant them the title to the home. The lease purchase option contract does not supersede the lease contract. The Lessee and Lessor are held responsible to all the lease terms mentioned herein.
- SECURITY DEPOSIT.** At the time of execution of this Lease, Lessee will pay to Lessor, a security deposit equal to one (1) month's rent, unless a different amount is noted above. The security deposit will be held, used and refunded in accordance with South Carolina law. The deposit may be applied by Lessor: (1) to remedy Lessee's default in the payment of rent or other funds pursuant to this Lease; (2) to restore the Mobile/Manufactured Home and Premises to its condition at the commencement of this Lease, ordinary wear and tear excepted; (3) to recover expenses incurred in acquiring possession if Lessee acts in bad faith in failing to surrender and vacate the Mobile/Manufactured Home and Premises upon noncompliance with the Lease and notification of such noncompliance; and (4) for such other purposes as may be allowed



by law. Bank name and address where the deposit will be held: **Truist Bank**, 200 South College Street, Charlotte, NC 28202. Lessor may deposit the security deposit in an interest bearing account. Any interest earned shall accrue for the benefit of and shall be paid to the Lessor.

**5. MOBILE HOME LEASE AND PAYMENT TERMS.** The Parties agree as follows:

- a. Lessee agrees to pay Lessor the monthly mobile home lease amount on the first day of each month. Late fees will not be assessed unless full rent is not received at the above-noted address by the 5th day of the month. If any rental payment remains unpaid after the 5th day of the month, then Lessor will, to the fullest extent allowable by South Carolina law, beginning on the following day (i.e., the 6th day of the month), assess a late charge in the amount of 5% of the monthly mobile home lease, which will be added to the rent owed by Lessor and will be considered due immediately. The existence of a late fee is not to be construed by the Lessee as preventing Lessor from pursuing remedies for nonpayment provided elsewhere in this Lease or by the South Carolina Uniform Residential Landlord and Tenant Act (the "Act"). Further, the existence of a late fee is not to be construed by the Lessee as a waiver of the requirement that the rent installments are due on or before the first day of the month.
- b. If the term commences on the first day of the month, a full monthly rent payment is due; if not, the rent payment for any initial, partial month of possession is due pro rata on a per diem basis, according to the actual days of possession, and shall be based on a thirty-day (30) month.
- c. Rent shall not be paid in cash, but, instead, by a certified check, money order, Cashpay card or electronic payment online. All checks and money orders are to be made payable to the individual or entity name noted above as Lessor. For checks that are dishonored or returned due to insufficient funds, Lessee will be charged Lessor's actual costs/fees that Lessor incurred, if any, in connection with the dishonored/returned check, in addition to any applicable late fees for untimely rental payments as provided below.
- d. Additional charges may be levied as specified and provided for elsewhere in this Lease, or in the Community Rules and Regulations, (Exhibit "B" attached hereto and made part hereof)
- e. The Lessor shall have the right to increase the monthly rent, other fees, or charges or make changes to the Community Rules and Regulations provided the Tenant receives thirty (30) days advance written notice of any such increase.
- f. **In the case where a Lessee is in a Lease Purchase Option or owns their home the Lessor has the right to increase monthly Lot Rent with a (60) day written notice.**

**6. UTILITIES.** Under no circumstances shall the Lessee live or otherwise occupy a home or premises prior to the time utilities are connected and inspected, nor after the time utilities have been disconnected for any reason. Lessee hereby acknowledges that Lessor or other person authorized to enter into this Lease on Lessor's behalf has fully explained to Lessee the utility rates, charges and services prior to Lessee's execution of this Lease, other than those utilities for which Lessee directly pays the utility companies. Utilities shall be furnished and paid for by the party indicated on the following chart:

Lessor/Lessee:		Lessor/Lessee:	
Electricity	<u>Lessee</u>	Trash Removal	<u>Lessor</u>
Gas	<u>N/A</u>	Cable	<u>Lessee</u>
Water/Sewer	<u>Lessee</u>	Lawn Maintenance (lot)	<u>Lessee</u>
Lawn Maintenance (common areas)	<u>Lessor</u>		

**7. LESSEE OBLIGATIONS.** Lessee shall comply with the following conditions:

- a. Lessee accepts possession of the **(Rental)** Mobile Home on an "AS IS" basis. Lessee shall maintain the Mobile/Manufactured Home and Premises in the same or substantially same condition as when Lessee took



possession, ordinary wear and tear excepted. This clause does not apply to homes under Lease Purchase Option agreements (See Paragraph c.).

- b. Lessee shall, throughout the term of this lease, use and occupy the (Rental) Mobile Home with reasonable care and shall not permit or allow any waste, destruction or abuse thereof. Unless Lessee exercises its option to purchase the Mobile Home as provided in Article 16 hereof, Lessee agrees to return the Mobile Home to Lessor at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, normal wear and tear excepted. This clause does not apply to homes under Lease Purchase Option agreements (See Paragraph c.).
- c. In partial consideration for Lessee to be obligated to make repairs under the Lease Purchase Option Agreement, Lessor shall provide Lessee(s) a twelve (12) month warranty for those items listed in subparagraph (d) below. After twelve (12) months, Lessee(s) shall be responsible to pay for all maintenance, repairs and replacement of items set forth in subparagraph (d) which includes, and is not limited to, the repair and replacement of any and all equipment, parts and components, including, but not limited to, air conditioning, plumbing and electrical.
- d. Specific to the Lease Purchase Option agreement, Lessor shall provide a twelve (12) month warranty on for the following items: roof, structure, siding, skirting, air conditioning, plumbing, electrical, water heater, decks, interior and exterior doors and walls, wall coverings, interior and exterior trim, gutters, cabinetry, fixtures, lighting, appliances which include refrigerator and stove, flooring, joists, wall studs, insulation, blocks (that a home is set on), windows, window coverings, skylights, handles, racks, door and window frames, vents, duct work. Thereafter, the Lessee(s) shall also be responsible for all repairs, maintenance and replacement of these items.
- e. Lessee shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities, and appliances within the Mobile Home.
- f. Lessee will maintain electrical and water/sewer service to the home.
- g. Lessee shall comply with all obligations imposed by the city, county, and state codes materially affecting health a safety.
- h. Lessee shall keep that part of the manufactured home community or mobile home park that the Lessee occupies and uses reasonably clean and safe.
- i. Lessee shall dispose of all rubbish, garbage, and other waste in a clean and safe manner. If rollout trash service is in place Lessee will comply with roll out trash service terms stated by Lessor.
- j. Lessee further agrees to maintain the grounds upon which the Mobile Home is located in a neat and orderly condition and shall mow, trim, and fertilize all grasses, shrubs and trees as and when needed.
- k. Lessee shall act, and require other persons in the Mobile/Manufactured Home and/or the manufactured home community or mobile home park with Lessee's consent to act, in a manner that will not disturb the Lessee's neighbors' peaceful enjoyment of the manufactured home community or mobile home park.
- l. Lessee shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Mobile/Manufactured Home or anything within the manufactured home community or mobile home park, or knowingly permit any person to do so.

**8. LESSOR OBLIGATIONS.** Lessor agrees to:

- a. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- b. Keep all common areas of the Premises in a clean and safe condition. Lessor, though, shall not be liable for any injury caused by any objects or materials belonging to or which have been placed in the common areas by Lessee.

**9. USE OF MOBILE/MANUFACTURED HOME.** The Mobile/Manufactured Home and Premises shall be used as a personal residence only. No commercial or unlawful use of the Mobile/Manufactured Home or Premises is permitted, nor is any use permitted that will increase the premium for casualty or public liability insurance. "Commercial use," among other things, is defined to include babysitting and/or child care for individuals other than Lessee's immediate family on a regular basis. Further, Lessee shall not undertake any illegal activity, especially the use, transfer, possession, or creation of illegal drugs, in or about the Mobile/Manufactured Home or Premises, and shall not allow such activity in or about the

Mobile/Manufactured Home or Premises. Additional occupants, including boarders, may reside in the manufactured home only with written consent of the Lessor. In no event are guests permitted to stay a combined total of more than six months out of each year.

10. **PERSONAL PROPERTY INSURANCE.** The Lessor is not responsible for, and will not provide, fire or casualty insurance for the Lessee's personal property. If Lessee desires to have insurance providing coverage for Lessee's personal property to be located in the Mobile/Manufactured Home and/or Premises, then it is Lessee's responsibility to obtain and pay for any such desired insurance.
11. **MOBILE HOME INSURANCE.** The Lessor will provide insurance against loss or damage, the amount of which insurance shall not be less than the full replacement cost of the Mobile Home without deduction for depreciation, and which policies of insurance shall contain satisfactory replacement cost endorsements. Insurance, shall provide for payment of loss to Lessor, in which event Lessor shall, upon receipt of such insurance proceeds, be responsible for repairing or replacing the Mobile Home; PROVIDED, HOWEVER, that in repairing or replacing the Mobile Home, Lessor shall not be required to expend funds in excess of the insurance proceeds actually received by Lessor, it being understood and agreed that Lessor shall have no liability with respect to such repairs or replacement of the Mobile Home in excess of such insurance proceeds. Upon execution of the option herein and subsequent purchase and transfer of title to the Mobile Home, the insurance will no longer be provided by the Lessor and will be the sole responsibility of the Lessee. The insurance obligation transfers from the Lessor to the Lessee on the date title transfers.
12. **TAXES.** In addition to Lessee's obligations set forth above, Lessee shall also be responsible for, and agrees to pay, separately to the taxing authority, all personal property taxes relating to his/her/their personal property in or around the Mobile Home, if any. Additionally, Lessee agrees to pay all taxes, no matter how classified, associated with the increase in any tax directly resulting from any improvements done to the Mobile/Manufactured Home by the Lessee; and said tax shall be considered as additional rent and the failure to pay these taxes shall result in default of this Lease.
13. **ASSIGNMENT AND SUBLETTING.** Lessee may not assign Lessee's rights and obligations under this Lease or any interest hereunder, sublet the Mobile/Manufactured Home, or permit the use of the Mobile/Manufactured Home by any party other than Lessee without the prior written consent of Lessor, which consent may be withheld by Lessor for any reason whatsoever.
14. **RULES AND REGULATIONS.** This Lease is subject to those certain Community Rules and Regulations provided by Lessor to Lessee as of the date of execution of this Lease (Exhibit "B"). All provisions in the Community Rules and Regulations are incorporated herein by this reference. Lessee acknowledges receipt of the Rules and Regulations and acknowledges compliance with the terms of this Lease are subject to its compliance with the terms of the Rules and Regulations.
15. **MANAGEMENT.** Lessor hereby designates the individual or company listed on page 1 to manage the Premises on its behalf and act as Lessor's agent in relation to Lessee under this Lease.
16. **DEFAULT AND TERMINATION OF LEASE.** In addition to other remedies provided by law or in equity, and without prejudice thereto:
  - a. If mobile home lease and/or lot rent and/or other sum due and payable under this Lease is unpaid when due, Lessor may terminate this Lease by providing Lessee with a fourteen (14) day notice of non-payment/notice to cure such default and as otherwise provided under the Act.
  - b. This Lease may be terminated by Lessor prior to the end of the term then running if there is a material noncompliance with this Lease and/or incorporated Community Rules and Regulations that is not corrected, and after any notice is provided by Lessee to Lessor, as provided by the Act.



- c. This Lease may be terminated by Lessor prior to the end of the term then running if Lessee has created or maintained a threat constituting a clear and present danger to the health and safety of other Lessees, Lessor, Lessor's employees or agents, or other persons on or within one thousand (1,000) feet of Lessor's property, after the service of a single three (3) days' written notice of termination and notice to quit, unless additional time is required by law, stating the specific activity causing the clear and present danger and as otherwise provided under the Act.
- d. RESIDENT SHALL REMAIN LIABLE FOR ALL THE SUMS OCCURRING PRIOR TO THE TERMINATION OF THE LEASE INCLUDING WITHOUT LIMITATION THE AMOUNT OF ANY UNPAID RENT, ANY DAMAGES AND ALL COSTS AND ATTORNEY FEES INCURRED BY LESSOR IN THE EVENT THE LESSEE DEFAULTS UNDER THE TERMS OF THIS LEASE. Resident Initials \_\_\_\_\_
- e. In the event the Lessor obtains a court order of eviction, any personal property of the Lessee remaining on the premises after the court ordered eviction date shall become the property of the Lessor to sell to satisfy the amounts due under the Lease or to otherwise dispose of as the Lessor sees fit.

17. **SUBORDINATION.** This Lease and all rights of Lessee hereunder shall be subject and subordinate to the lien or any mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof which may hereafter affect Lessor's fee title to the Mobile/Manufactured Home, and to any modifications, renewals, extensions or replacements of all thereof and to any modifications, renewals, extensions, or replacements of any mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof which may now affect Lessor's fee title to the Mobile/Manufactured Home. This clause shall be self-operative and no further instrument of subordination shall be required by any Mortgagee. In confirmation of such subordination, Lessee shall, upon demand, at any time or times execute, acknowledge and deliver to Lessor or its Mortgagee, any and all instruments that may be requested by Lessor or its Mortgagee to evidence the subordination to Lessee's Lease and all rights hereunder to the lien of any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof, and each such renewal, modification, consolidation, replacement, and extension. In the event of the default by Lessor and enforcement by Mortgagee of the remedies provided for by law or by any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof between the Lessor and its Mortgagee, the Lessee will, at the option and request of Mortgagee (or any other person or entity succeeding to the interest of Mortgagee) as a result of such enforcement, automatically become the Lessee of Mortgagee (or said successor in interest), without change in the terms or other provisions of the Lease; provided, however, that Mortgagee (and said successor in interest) shall not be bound by any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said Lessee of its obligations under this Lease. Lessee understands and acknowledges that in the event of the default by Lessor, Mortgagee may, at its option, foreclose and exercise a power of sale clause and sell the mobile home community in the manner provided for by law or by any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof.

18. **MOVE-OUT PROVISIONS.** In the event Lessee does not exercise the Option to purchase or this Lease shall terminate for any reason whatsoever, Lessee must restore the Mobile/Manufactured Home to its condition at the commencement of the Lease, ordinary wear and tear excepted. In particular, Lessee shall ensure appliances, carpet, walls, and other fixtures within the Mobile/Manufactured Home are left in substantially the same condition and state of cleanliness as when Lessee took possession of the Mobile/Manufactured Home, ordinary wear and tear excepted. Further, Lessee shall remove all personal property and debris from the Mobile/Manufactured Home prior to vacating. At the end of the Term, Lessor and Lessee will schedule a checkout appointment ("Check Out") at the end of the Term. At Check Out, Lessor and Lessee will inspect the conditions of the Mobile/Manufactured Home, and such inspection will be used for purposes of determining what work, if any, is necessary to restore the Mobile/Manufactured Home to its condition at the commencement of this Lease, ordinary wear and tear excepted. It is further agreed that any and all work performed by, or on behalf of, Lessor on the Mobile/Manufactured Home following Lessee's vacation of the Mobile/Manufactured Home to its condition at the commencement of this Lease, ordinary wear and tear excepted, may be performed by a third party contractor/company or

by Lessor, and Lessee may be liable for Lessor's actual costs incurred in connection with such work if permitted by South Carolina law.

19. **FIXTURES AND IMPROVEMENTS.** Lessee shall surrender to Lessor and leave with the Mobile/Manufactured Home and/or Premises at the termination of this Lease all locks, brackets for curtains, and all other fixtures attached to the doors, windows, woodwork, or other portion(s) of the Mobile/Manufactured Home and/or Premises; as well as all alterations, additions or improvements made to the Mobile/Manufactured Home and/or Premises by Lessee without any payment to Lessee therefor. Lessee shall make no structural alterations to the Mobile/Manufactured Home or Premises without Lessor's prior written consent. This includes erection of storage houses, fences, play structures, or construction of any kind. Upon approval, all additions require a building permit, and must be built to standards mandated by local laws and ordinances. The Lessee must contact the city before making any structural changes (steps, porch, deck, shed, etc.). Lessee is responsible for contacting utility companies to verify the location of any underground utilities, and sketch of the proposed alteration is to clearly and accurately indicate the location of such buried utility lines. All improvements, alterations, anchoring equipment, and utility hookups, with exception of the concrete pads, shall remain the property of the Lessee, unless the Mobile/Manufactured Home is considered real property or would be damaged.
20. **ACCESS.** Lessor shall have the right, subject to Lessee's consent (which consent shall not be unreasonably withheld) and/or with at least 24 hours prior notice given by Lessor, to enter the Mobile/Manufactured Home in order to inspect the Mobile/Manufactured Home, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Mobile/Manufactured Home to prospective or actual purchasers, mortgagees, tenants, workers or contractors. Notwithstanding the foregoing, Lessor may enter the Mobile/Manufactured Home without Lessee's consent in case of emergency and as otherwise provided in the Act. If so requested by Lessor, Lessor and Lessee shall establish a recurring set day and time for Lessor to enter the Mobile/Manufactured Home once per month for the purposes of inspecting the Mobile/Manufactured Home to confirm it is in the condition required under this Lease and to perform repairs or services that are the Lessor's obligation; once established, Lessee agrees that no further notice or consent shall be required for Lessor to enter the Mobile/Manufactured Home on the agreed upon day and time. In all other cases, except in case of emergency or if it's impracticable to do so, Lessor shall give Lessee at least 24 hours' notice of Lessor's intent to enter the Mobile/Manufactured Home and shall enter only at reasonable times.
21. **ABANDONMENT.** Lessee agrees to notify Lessor of any anticipated absence from the Mobile/Manufactured Home or Premises of seven (7) or more consecutive days no later than the first day of such absence. In the event Lessee's absence exceeds seven (7) days, Lessor may enter the Mobile/Manufactured Home at times reasonably necessary. If Lessee is absent or if during any absence of thirty (30) or more consecutive days the rent is or becomes delinquent, the Mobile/Manufactured Home may be deemed abandoned and Lessor may initiate appropriate legal action to regain possession. If the Lessee abandons the dwelling unit, the Lessor shall use reasonable efforts to rerent the Mobile/Manufactured Home at a fair rental. If the Lessor rents the Mobile/Manufactured Home for a term beginning prior to the expiration of the rental agreement, the rental agreement is terminated as of the date of the new tenancy. If the Mobile/Manufactured Home is abandoned during the leased term and personal property remains in the Mobile/Manufactured Home and/or Premises, Lessee agrees that Lessor may remove such personal property from the premises and store the personal possessions and personal effects for not less than thirty (30) days. The Lessee may reclaim the possessions and personal effects from the Landlord within the thirty-day period. If the Lessee does not reclaim the possessions and personal effects within the thirty-day period, the Landlord may sell or otherwise dispose of the Lessee's possessions and personal effects and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees.
22. **CONDEMNATION.** If the whole or any part of the Mobile/Manufactured Home is condemned or taken by a competent authority for any public or quasi-public use or purpose, this Lease shall terminate on the date of the taking. The Lessee shall not be entitled to any portion of any reward made for such condemnation, unless required under South Carolina law.



23. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease as allowed under South Carolina law.
24. **INTERPRETATION.** Words and phrases in this Lease shall be construed as in the singular or plural number, and as masculine, feminine, or neuter in gender, according to the context. Without limiting the generality of the foregoing, the term Lessee as used in this Lease shall mean and refer to all Lessees jointly and severally who are signatories to this Lease. Headings are for convenience only and are not intended to limit or otherwise restrict the meaning of terms and provisions contained herein. Time is of the essence of this Lease.
25. **ENTIRE AGREEMENT.** This written Lease, including any addendum attached hereto, along with the Community Rules and Regulations, constitutes the entire agreement between the Parties with respect to the subject matters hereof. No statement, representation or promise with reference to this Lease or its execution has been relied upon unless they are expressly stated in writing, signed by all Parties. No change in the terms of this Lease shall be binding upon the Parties unless set forth in writing and signed by the party burdened thereby. This Lease may be executed in multiple counterparts.
26. **COMPLIANCE WITH LAW; PARTIAL INVALIDITY.** Nothing contained in this Lease shall be construed as waiving any of Lessor's or Lessee's non-waivable rights under the law. In all respects, the terms and provisions of this Lease are to be construed to comply with all requirements of the Act and all applicable laws. If any term or provision of this Lease is determined to be invalid pursuant to the Act or other law, such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Lease shall be in conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Lease or affect the validity or enforceability of any other provision of this Lease. Any term of this Lease that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.
27. **NOTICES.** Any and all notices between Landlord and Resident must be addressed in the following manner:

To Lessor: \_\_\_\_\_  
 c/o Mobile Home Rentals, LLC  
 P.O. Box 670  
 Pineville, NC 28134-0030

To Lessee: \_\_\_\_\_  
 (Lessee Name) (Lot Number) (Address)

**Lessee(s):**

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

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

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

**Lessor:**

Lessor or its Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_



STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

**COMMUNITY LOT LEASE**

This Mobile Home Lot Lease ("Lease") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, ("Effective Date") by and between the below-noted lessor ("Lessor") and the below-noted lessee ("Lessee") (collectively, the "Parties").

Lessor: \_\_\_\_\_

Lessor's Address (for payments): Mobile Home Rentals P.O. BOX 670 Pineville, NC 28134

Home Location Lot Address: \_\_\_\_\_

Lessee: (print all names) \_\_\_\_\_

Lot Location: (lot, address) \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_

Monthly Lot Lease Amount: \$ \_\_\_\_\_

1. **THIS LEASE.** Under this Lease, Lessor hereby lets the LOT listed at the address above to Lessee, and Lessee hereby leases the LOT listed at the address above from Lessor, in accordance with the terms and conditions herein provided. Based upon the mutual covenants, promises, and other consideration contained herein, the Parties hereby agree to the below-noted terms of this Lease. Please note that this document may be assigned to a creditor or lender. Any subsequent assignee or possessor hereof shall take subject to the interests of any assignee or mortgagee.
2. **PROPERTY.** This Lease pertains to the lease of real property, specifically a residential lot for the placement of a manufactured home according to the terms of this Lease. Lessor hereby leases to Lessee the lot number described above, (hereinafter referred to as "Lot") in the, hereinafter referred to as the "Community," in Chester County, South Carolina. At no time, or under any circumstance, will Lessee own the Lot or land.
3. **LOT RENTAL TERM.** This Lease shall commence on the effective dated noted above, and shall continue on a month-to-month basis thereafter, unless either party gives six (60) days written notice of termination to the other.
4. **SECURITY DEPOSIT.** At the time of execution of this Lease, Lessee will pay to Lessor, a security deposit equal to one (1) month's rent, unless a different amount is noted above. The security deposit will be held, used and refunded in accordance with South Carolina law. Lessor may deposit the security deposit in an interest-bearing account. Any interest earned shall accrue for the benefit of and shall be paid to the Lessor. Lessor shall return the security deposit to the Lessee within thirty (30) days of the termination of this Lease unless, the Resident fails to comply with the terms of this Lease or Community Rules and Regulations, in which case the Lessor may apply the security deposit to unpaid rent or to repair damages to the Lessor's property. Bank name and address where the deposit will be held: **Truist Bank**, 200 South College Street, Charlotte, NC 28202.
5. **RENT AND PAYMENT TERMS.**
  - a. Lessee shall pay Lessor a Lot Lease with either a **money order, certified check, Cashpay card, ACH payment** each month, hereinafter, "Lot Lease." Lot Lease is due and payable without notice or demand on the first (1st) day of each month, and must be **RECEIVED** by Lessee at the noted address by such due date no later than the fifth (5th) of each month. An additional late charge in the amount of 5% of the rent payment and shall be due if the total rent is not received by the Lessor by the six (6th) day of the month. **CASH WILL NOT BE ACCEPTED.**
  - b. Additional charges may be levied as specified and provided for elsewhere in this Agreement, or in the Community Rules and Regulations, (executed by the Lessor).

- c. The Lessor shall have the right to increase the monthly rent while Tenant is paying a month-to-month rent, other fees, or charges, and make changes to the Community Rules and Regulations provided the Resident receives thirty (30) days advance written notice of any such increases or amendments.
  - d. Failure to pay any Lot Lease when due, or other sum due and payable under this Agreement and/or the Community Rules and Regulations will result in default.
6. **UTILITIES.** The Lessee is responsible for and shall pay all charges made against the home for water, sewer, electricity, trash or any other utilities. Under no circumstances shall a Lessee live or otherwise occupy a home on premises prior to the time utilities are connected and inspected, nor after the time utilities have been disconnected for any reason.
7. **LESSEE OBLIGATIONS.** Lessee shall comply with the following conditions:
- a. Lessee shall maintain the Premises in the same or substantially same condition as when Lessee took possession, ordinary wear and tear excepted.
  - b. Lessee shall, throughout the term of this lease, not permit or allow any waste, destruction or abuse thereof.
  - c. Throughout the term of this Lease, Lessee shall be responsible for and shall pay for all maintenance and repair to the Lot, except for any damages to the Lot directly caused by Lessor or his agents.
  - d. Lessee shall comply with all obligations imposed by the city, county, and state codes materially affecting health a safety.
  - e. Lessee shall keep that part of the manufactured home community or mobile home park that the Lessee occupies and uses reasonably clean and safe. All Lessees, and occupants, must keep their mobile homes in clean, sanitary, and free of any accumulations of debris, filth, rubbish and garbage, and timely dispose of the same in a legal and proper manner.
  - f. Lessee will Maintain electrical and water/sewer service to the home.
  - g. Lessee shall dispose of all rubbish, garbage, and other waste in a clean and safe manner. If rollout trash service is in place Lessee will comply with roll out trash service terms stated by Lessor.
  - h. Lessee further agrees to maintain the Lot in a neat and orderly condition and shall mow, trim and fertilize all grasses, shrubs and trees as and when needed.
  - i. Lessee shall act, and require other persons in the manufactured home community or mobile home park with Lessee's consent to act, in a manner that will not disturb the Lessee's neighbors' peaceful enjoyment of the manufactured home community or mobile home park.
  - j. Lessee shall not deliberately or negligently destroy, deface, damage, impair or remove anything within the manufactured home community or mobile home park, or knowingly permit any person to do so.
8. **LESSOR OBLIGATIONS.** Lessor agrees to:
- a. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
  - b. Keep all common areas of the Premises in a clean and safe condition. Lessor, though, shall not be liable for any injury caused by any objects or materials belonging to or which have been placed in the common areas by Lessee.
9. **USE OF MOBILE/MANUFACTURED HOME.** The Mobile/Manufactured Home and Lot shall be used as a personal residence only. No commercial or unlawful use of the Mobile/Manufactured Home or Lot is permitted, nor is any use permitted that will increase the premium for casualty or public liability insurance. "Commercial use," among other things, is defined to include babysitting and/or child care for individuals other than Lessee's immediate family on a regular basis. Further, Lessee shall not undertake any illegal activity, especially the use, transfer, possession, or creation of illegal drugs, in or about the Mobile/Manufactured Home or Premises, and shall not allow such activity in or about the Mobile/Manufactured Home or Premises. Additional occupants, including boarders, may reside in the manufactured home only with written consent of the Lessor. In no event are guests permitted to stay a combined total of more than six months out of each year.



10. **PERSONAL PROPERTY INSURANCE.** The Lessor is not responsible for, and will not provide, fire or casualty insurance for the Lessee's personal property. If Lessee desires to have insurance providing coverage for Lessee's personal property to be located in the Mobile/Manufactured Home and/or Lot, then it is Lessee's responsibility to obtain and pay for any such desired insurance.
11. **MOBILE HOME INSURANCE.** The obligation to continually insure the Mobile/Manufactured Home is on the Lessee. The Lessee shall provide annual proof of insurance against loss or damage, the amount of which insurance shall not be less than the full replacement cost of the Mobile Home without deduction for depreciation, and which policies of insurance shall contain satisfactory replacement cost endorsements.
12. **ASSIGNMENT AND SUBLETTING.** Lessee may not assign Lessee's rights and obligations under this Lease or any interest hereunder without the prior written consent of Lessor, which consent may be withheld by Lessor for any reason whatsoever.
13. **RULES AND REGULATIONS.** This Lease is subject to those certain Community Rules and Regulations provided by Lessor to Lessee as of the date of execution of this Lease (Exhibit "B"). All provisions in the Community Rules and Regulations are incorporated herein by this reference. Lessee acknowledges receipt of the Rules and Regulations and acknowledges compliance with the terms of this Lease are subject to its compliance with the terms of the Rules and Regulations.
14. **MANAGEMENT.** Lessor hereby designates the individual or company listed on page 1 to manage the Premises on its behalf and act as Lessor's agent in relation to Lessee under this Lease.
15. **EVENTS OF DEFAULT.**
  - a. Failure to pay any Lot lease when due, or other sum due and payable under this Lease and/or the Community Rules and Regulations will result in an Event of Default.
  - b. The Community Rules and Regulations are acknowledged by the Lessee. The Community Rules and Regulations, and any future amendments or addendums thereto are expressly made a part of this Lease. Lessee agrees to abide by such Community Rules and Regulations at all times. Failure to abide by the Community Rules and Regulations will result in an Event of Default.
  - c. Failure to maintain electrical and water/sewer service

Upon an Event of Default, Lessor shall have the right to terminate, and cancel the Lease. In an Event of Default, Lessee shall remain liable for all sums occurring prior to the termination of the Lease. Without excluding other rights or remedies that Lessor may have, it shall have an immediate right to repossess the premises and cause Lessee to vacate the premises in the manner provided by law following a 14 day notice to vacate, except as to rent default, which shall be 10 days after notice of failure to pay rent. IF THIS SHOULD OCCUR, LESSEE WILL PAY LESSOR THE EXPENSES INCURRED IN OBTAINING POSSESSION OF THE PREMISES AND COSTS, EXPENSES AND ATTORNEY FEES INCURRED BY LESSOR. In the event the Lessor obtains a court order of eviction, any personal property of the Lessee remaining on the premises after the court ordered eviction date shall become the property of the Lessor to sell to satisfy the amounts due under the Lease or to otherwise dispose of as the Lessor sees fit, provided Lessor shall first comply with any applicable law or time periods. Lessor shall also be entitled to such other recourse as may be provided by law or equity and all other damages sustained by Landlord to the extent permitted by law.

Resident Initials \_\_\_\_\_

16. **OWNERSHIP.** It is the condition of this Lease that the Lessee shall have title to any manufactured home placed on the leased premises. If Lessee cannot provide proof of title to Landlord, they must start the process of receiving a title immediately after signing this Lease. The Lessee will have sixty (60) days to obtain title. Failure to do so will result in default.
17. **SUBORDINATION.** This Lease and all rights of Lessee hereunder shall be subject and subordinate to the lien or any mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof which may hereafter affect Lessor's fee title to the Mobile/Manufactured Home, and to any modifications, renewals,

extensions or replacements of all thereof and to any modifications, renewals, extensions, or replacements of any mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof which may now affect Lessor's fee title to the Mobile/Manufactured Home. This clause shall be self-operative and no further instrument of subordination shall be required by any Mortgagee. In confirmation of such subordination, Lessee shall, upon demand, at any time or times execute, acknowledge and deliver to Lessor or its Mortgagee, any and all instruments that may be requested by Lessor or its Mortgagee to evidence the subordination to Lessee's Lease and all rights hereunder to the lien of any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof, and each such renewal, modification, consolidation, replacement, and extension. In the event of the default by Lessor and enforcement by Mortgagee of the remedies provided for by law or by any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof between the Lessor and its Mortgagee, the Lessee will, at the option and request of Mortgagee (or any other person or entity succeeding to the interest of Mortgagee) as a result of such enforcement, automatically become the Lessee of Mortgagee (or said successor in interest), without change in the terms or other provisions of the Lease; provided, however, that Mortgagee (and said successor in interest) shall not be bound by any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said Lessee of its obligations under this Lease. Lessee understands and acknowledges that in the event of the default by Lessor, Mortgagee may, at its option, foreclose and exercise a power of sale clause and sell the mobile home community in the manner provided for by law or by any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof.

**18. MOVE-OUT PROVISIONS/FIRST RIGHT OF REFUSAL.** In the event this Lease shall terminate for any reason whatsoever, Lessee must give a (60) day notice to schedule and obtain approval from the Lessor before any attempt to move the Mobile/Manufactured Home from the Community. A \$1,500.00 security deposit must be paid in advance of the move and any damage caused to the Park by the removal of the Mobile/Manufactured Home from the Park will be deducted from the security deposit with the remainder returned to the Lessee within thirty (30) days. Lessee must restore the Lot to its condition at the commencement of the Lease, ordinary wear and tear excepted. At the end of the Term, Lessor and Lessee will schedule a checkout appointment ("Check Out") at the end of the Term. At Check Out, Lessor and Lessee will inspect the conditions of the Lot, and such inspection will be used for purposes of determining what work, if any, is necessary to restore the Lot to its condition at the commencement of this Lease, ordinary wear and tear excepted. It is further agreed that any and all work performed by, or on behalf of, Lessor on the Lot or Community following Lessee's vacation of the Lot or Community to its condition at the commencement of this Lease, ordinary wear and tear excepted, may be performed by a third party contractor/company or by Lessor, and Lessee may be liable for Lessor's actual costs incurred in connection with such work if permitted by South Carolina law. If Lessee decides to sell the Mobile/Manufactured Home within the next 10 years from the date of signing this Agreement, the Lessor shall have the first right of refusal, or preemptive right, to buy the Property, the subject of this Agreement, on a verifiable, bona fide price the Lessee is willing to accept from an ascertainable third party, or based on fair market value of the Property.

**19. LANDLORDS RIGHT TO APPROVE ADDITIONS.** Lessee shall make NO exterior alteration, additions, or improvements to the home, nor any alterations, additions, or improvements to the Lot without the Lessor's prior written consent. This includes erection of storage houses, fences, play structures, or construction of any kind. Upon approval, all additions require a building permit, and must be built to standards mandated by local laws and ordinances. The Lessee must contact the city before making any structural changes (steps, porch, deck, shed, etc.). Lessee is responsible for contacting utility companies to verify the location of any underground utilities, and sketch of the proposed alteration is to clearly and accurately indicate the location of such buried utility lines. All improvements, alterations, anchoring equipment, and utility hookups, with exception of the concrete pads, shall remain the property of the Lessee.



20. **ACCESS.** Lessor shall have the right, subject to Lessee's consent (which consent shall not be unreasonably withheld) and/or with at least 24 hours prior notice given by Lessor, to enter the Lot in order to inspect the Lot, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Lot to prospective or actual purchasers, mortgagees, tenants, workers or contractors. Notwithstanding the foregoing, Lessor may enter the Lot without Lessee's consent in case of emergency and as otherwise provided in the Act. In all other cases, except in case of emergency or if it's impracticable to do so, Lessor shall give Lessee at least 24 hours' notice of Lessor's intent to enter the Lot and shall enter only at reasonable times.
21. **ABANDONMENT.** Lessee agrees to notify Lessor of any anticipated absence from the Mobile/Manufactured Home or Premises of 15 or more consecutive days no later than the first day of such absence. In the event Lessee's absence exceeds 15 days, Lessor may enter the Mobile/Manufactured Home at times reasonably necessary. If Lessee is absent or if during any absence of thirty (30) or more consecutive days the rent is or becomes delinquent, the Mobile/Manufactured Home may be deemed abandoned and Lessor may initiate appropriate legal action to regain possession of the lot. If the Mobile/Manufactured Home is abandoned during the leased term and personal property remains in the Mobile/Manufactured Home and/or Premises, Lessee agrees that Lessor may remove such personal property from the premises and store the personal possessions and personal effects for not less than thirty (30) days. The Lessee may reclaim the possessions and personal effects from the Landlord within the thirty-day period. If the Lessee does not reclaim the possessions and personal effects within the thirty-day period, the Landlord may sell or otherwise dispose of the Lessee's possessions and personal effects and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees.
22. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease as allowed under South Carolina law.
23. **INTERPRETATION.** Words and phrases in this Lease shall be construed as in the singular or plural number, and as masculine, feminine, or neuter in gender, according to the context. Without limiting the generality of the foregoing, the term Lessee as used in this Lease shall mean and refer to all Lessees jointly and severally who are signatories to this Lease. Headings are for convenience only and are not intended to limit or otherwise restrict the meaning of terms and provisions contained herein. Time is of the essence of this Lease.
24. **ENTIRE AGREEMENT.** This written Lease, including any addendum attached hereto, along with the Community Rules and Regulations, constitutes the entire agreement between the Parties with respect to the subject matters hereof. No statement, representation or promise with reference to this Lease or its execution has been relied upon unless they are expressly stated in writing, signed by all Parties. No change in the terms of this Lease shall be binding upon the Parties unless set forth in writing and signed by the party burdened thereby. This Lease may be executed in multiple counterparts.
25. **COMPLIANCE WITH LAW; PARTIAL INVALIDITY.** Nothing contained in this Lease shall be construed as waiving any of Lessor's or Lessee's non-waivable rights under the law. In all respects, the terms and provisions of this Lease are to be construed to comply with all requirements of the Act and all applicable laws. If any term or provision of this Lease is determined to be invalid pursuant to the Act or other law, including, but not limited to, the **Manufactured Home Park Tenancy Act** ("MHPTA"), such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Lease shall conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Lease or affect the validity or enforceability of any other provision of this Lease. Any term of this Lease that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.

26. **NOTICES.** Any and all notices between Landlord and Resident must be addressed in the following manner:

To Lessor: \_\_\_\_\_  
P.O. Box 670  
Pineville, NC 28134-0030

To Lessee: \_\_\_\_\_  
(Lessee Name)  
\_\_\_\_\_  
(Lot Number) (Address)

27. **OCCUPANTS:** Tenant agrees that no one (including any children) shall reside on the premises other than Tenant, unless such person(s) are approved as Additional Occupants listed below. Any persons not listed as an Additional Occupant may not reside on the premises without prior written approval by Landlord.

**Additional Occupants**

Legal Name	Relationship to Tenant

**Lessee(s):**

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

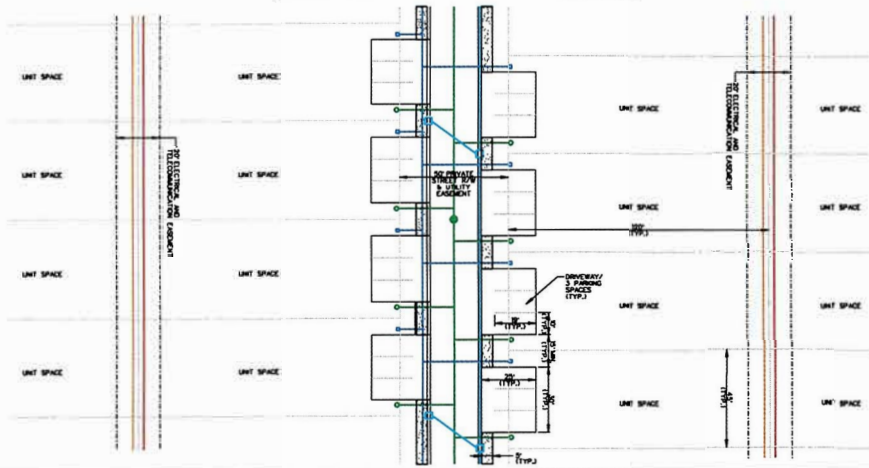
Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Lessor:**

Lessor or its Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

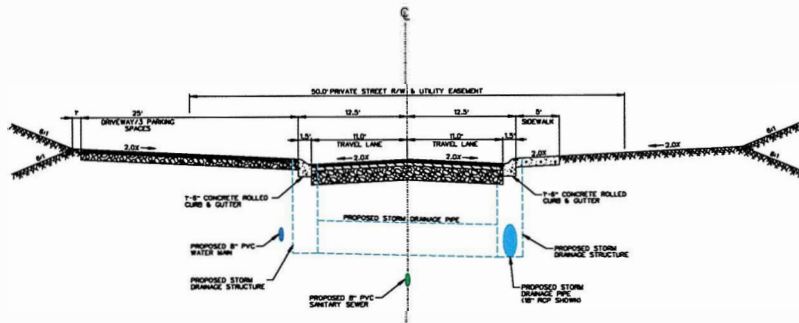
**UTILITY SPACE ALLOCATION PLAN VIEW**



NOTES:  
 1. UNIT SPACES BASED ON TYPICAL CHESTER COUNTY COLLECTOR STREET.  
 2. SIGNALS WILL ONLY BE PLACED ON THE SIDE OF LOCAL STREET.

- LEGEND**
- 7'-6" CONCRETE ROLLED CURB & GUTTER
  - WATER MAIN LINE
  - WATER SERVICE BY METER
  - TELECOMMUNICATION LINE
  - STORM DRAINAGE LINE & STRUCTURE
  - ELECTRICAL LINE
  - SANITARY SEWER LINE & STRUCTURE
  - SANITARY SEWER SERVICE W/OLANOUT
  - CONCRETE SIDEWALK
- SCALE: 1"=20'

**STREET & UTILITY SPACE ALLOCATION TYPICAL SECTION**



NOTES:  
 1. BROADWAY PAVED/PAVEMENT STRUCTURE BASED ON CHESTER COUNTY ZONING ORDINANCE SECTION 62.00 (13).  
 2. DEVELOPMENTS WILL NOT BE SERVED BY NATURAL GAS UTILITY.

- LEGEND**
- CONCRETE SIDEWALK
  - 7'-6" HOT MIX ASPHALT SURFACE COURSE (CROSS STG. SPEC. SECTION 300)
  - 7'-6" HOT MIX ASPHALT SURFACE COURSE (CROSS STG. SPEC. SECTION 300)
  - GRADED AGGREGATE BASE COURSE - 7" (CROSS STG. SPEC. SECTION 300)
  - 7" AGGREGATE BASE COURSE (CROSS STG. SPEC. SECTION 300)
- SCALE: 1/4"=1'-0"



**BRAINERD PLACE**  
 DANBURY DRIVE  
 CHESTER COUNTY, SOUTH CAROLINA

UTILITY SPACE ALLOCATION PLAN

FOR INFORMATION ONLY  
 12-29-2020

DATE: 12-29-2020  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
**C1.2**

**Chester County Planning Commission**  
**6:30 pm on Tuesday, November 10, 2020**

**Minutes**

The November 10<sup>th</sup>, 2020 meeting of the Chester County Planning Commission was held at 6:30 pm at The Government Complex Center located at 1476 JA Cochran Bypass, Chester, SC.

**Notice of Meeting:** Public Notices providing time, date, and place for this meeting were posted in the Chester County Government Complex, Chester County Court House, and published in the October 21<sup>st</sup>, 2020 Chester News & Reporter. The property was posted on October 19<sup>th</sup>, 2020.

**Quorum Established:** Chairman Raines, Vice Chairman Smith, Commissioner Hill, Commissioner Grant, Commissioner Howell, Commissioner Williams were present. Commissioner Walley was present by Zoom. *The rules of procedure section 2-60 had been suspended by Chester County Council thus allowing Commissioner Walley to participate by zoom.*

**Staff:** Mike Levister.

**County Attorney:** Attorney Winters was present.

**Clerk to Council:** Karen Lee was present.

**Call to Order:** Chairman Raines called the meeting to order.

**Approval of Agenda**

Commissioner Smith motioned to approve the agenda, second by Commissioner Hill. Vote 7-0 to approve.

**Approval of Minutes from October 20, 2020 Meeting.**

Chairman Raines motioned to approve, second by Commissioner Grant. Vote 5-0 to approve.

Commissioner Williams and Walley was not present for the October 20<sup>th</sup> meeting and didn't vote.

**Chester County Zoning Ordinance**

**CCMA20-11: Richard Colt Gregory request Tax Map # 104-00-00-119-000 located at 3036 Fishing Creek Church Rd., (Chester County) Rock Hill SC 29730, be rezoned from R2 (Rural Two) to LC (Limited Commercial)** Richard Colt Gregory, 3036 Fishing Creek Church Road said he wanted to get his federal firearms license but needed the property rezoned to limited commercial in order to get them. This would be the most basic license that he had trained for in order to be a gun smith. He told the Commission there would be no gun sales of any kind, if approved would use the current structure on the property. He has a full-time job but will work on firearms when he is off, he would like to keep his skills sharp. Commissioner Howell said your instructors that taught you gave you high recommendations and you need to be commended for that. He asked David Gregory, the owner and father if he would have problem putting a reverter clause on the zoning so if his son decided to stop being a gunsmith or moves to another location the property would revert back to R2 zoning. Mr. Gregory said no that would be fine with him. Attorney Arthur Gaston spoke in favor of the request, no one spoke against. Commissioner Smith motioned to approve with a reverter clause stating if the Gregory's are not repairing or performing maintenance on firearms it reverts back to R2 Rural Two from LC Limited Commercial, second by Commissioner Howell. Vote 7-0 to approve.





**Chester County, South Carolina**  
Department of Planning, Building & Zoning  
1476 J.A. Cochran Bypass  
Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: Nov. 10, 2020 Case # CCMA20-11 Invoice # 3114

The applicant hereby requests that the property described to be rezoned from R-2 to IC-Limited Commercial

Please give your reason for this rezoning request:

To establish gun repair and maintenance shop in accessory building by son of property owner. . Son, Richard Colt Gregory, is a resident in home and has extensive training in gunsmith repair and maintenance and rebuilding of firearms. No retail sales. All operations will be indoors.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 811490 attached.  
76992102 attached.

Property Address Information

Property address: 3036 Fishing Creek Church Road, (Chester County) Rock Hill, SC 29730  
Tax Map Number: 104-00-00-119-000 Acres: \_\_\_\_\_

Any structures on the property: yes  no \_\_\_\_\_ . If you checked yes, draw locations of structures on plat or blank paper. See attached aerial map of property and photos. Accessory building marked in red.

PLEASE PRINT:

Applicant(s): Richard Colt Gregory (DOB 5/11/1998)  
Address 3036 Fishing Creek Church Road, Rock Hill SC 29730  
Telephone: (803) 289- 3865 cell (803) 280-3364 work  
E-Mail Address: colt.gregory@yahoo.com

Applicant  
Owner(s) ~~Other than applicant(s)~~: David Richard Gregory (father of Applicant)  
Address: 3036 Fishing Creek Church Road, Rock Hill, SC 29730  
Telephone: (803) 789-3865 cell (803) 899-2677 work (803) 789-4378  
E-Mail Address: davidrichardgreg@gmail.com

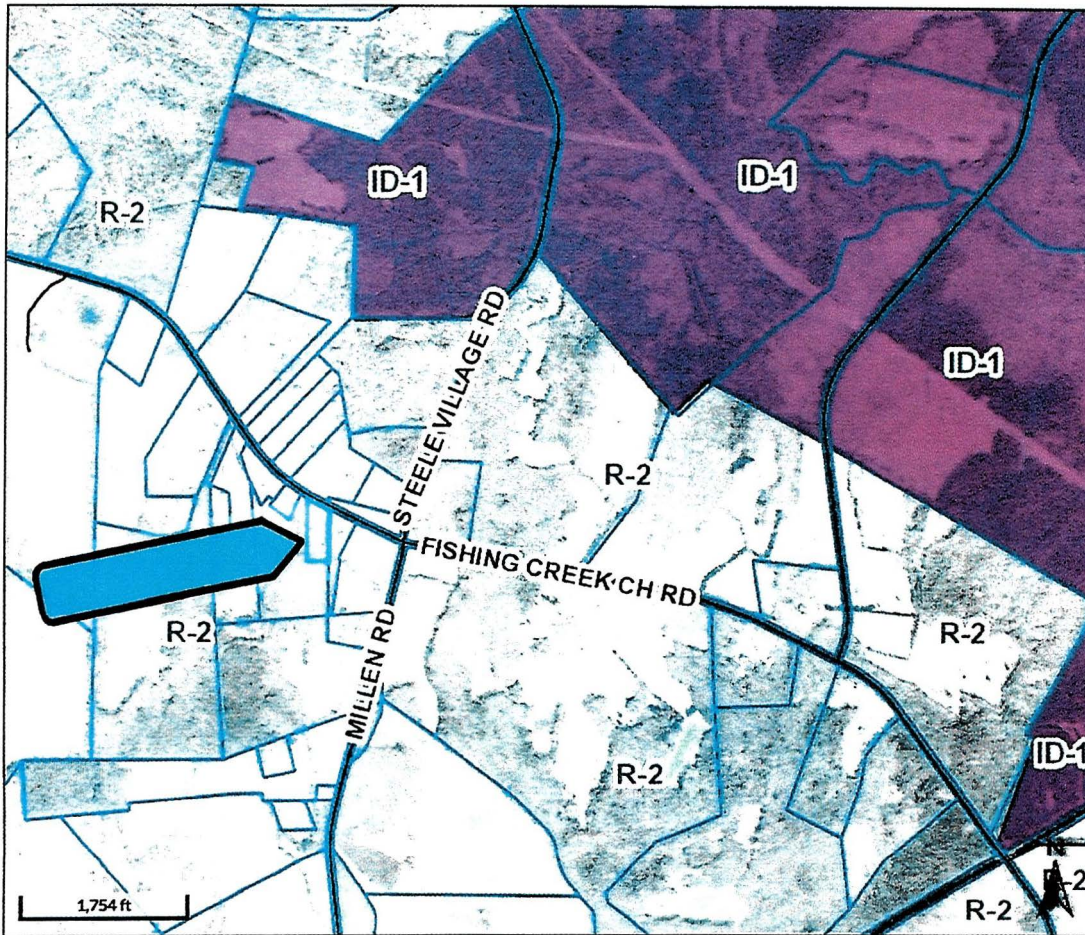
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Applicant  
Owner's signature: Paul Hall Gregory Date: 9-17-2020

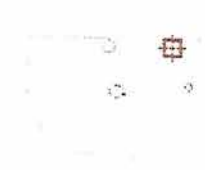
Applicant signature: Richard Colt Gregory Date: 9-17-2020  
R L Gregory

Attorney: Arthur Lee Gaston, PO Box 608, Chester, SC 29706  
CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.

Attorney E-mail: ggmatty@truvista.net



**Overview**



**Legend**

- Roads**
- Secondary Road
  - SC Highway
- Municipals**
- Parcels
- Chester County Zoning**
- AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
  - County Boundary

<b>Parcel ID</b>	104-00-00-119-000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	GREGORY DAVID RICHARD
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	R		3036 FISHING CREEK CHURCH ROAD
<b>Property Address</b>	3036 FISHING CREEK CHURCH RD	<b>Acreage</b>	n/a		ROCK HILL SC 29730
<b>District</b>	06				
<b>Brief Tax Description</b>	n/a				

(Note: Not to be used on legal documents)

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 GEOSPATIAL



**Chester County Planning Commission**  
**December 15, 2020**

The December 15, 2020 meeting of the Chester County Planning Commission was held at 6:30 pm at The Government Complex Center located at 1476 JA Cochran Bypass, Chester, SC

**Notice of Meeting:** Public Notices providing time, date, and place for this meeting were posted in the Chester County Government Complex, Chester County Court House, and published in the November 17, 2020 Chester News & Reporter. All properties were also posted.

**Quorum Established:** Chairman Raines, Vice Chairman Smith, Commissioners Hill, and Grant were present.

**Absent:** Commissioners Howell, Walley, and Williams were absent with prior notification

**Staff:** Mike Levister and Nicole Hutchins were present

**Call to Order:** Chairman Raines called the meeting to order

**Approval of Agenda:** Chairman Raines asked if there were any additions or amendments to the agenda presented by staff. There were none. Commissioner Grant made a motion to approve the agenda as presented; seconded by Vice Chairman Smith. Vote 4-0 to approve

**Approval of Minutes:** Chairman Raines asked if there were any additions or amendments to the November 10, 2020 minutes as presented by staff. There were none. Vice Chairman Smith made a motion to approve the minutes as presented; seconded by Commissioner Grant. Vote 4-0 to approve

**New Business:**

**CCLDV20-11:** Leonard R. Booth Jr. request a Street Access Easement for Tax Map # 134-00-00-087-000 located at 1456 Mount Vernon Rd, Fort lawn, SC 29714

Leonard R. Booth Jr. nor a representative were present for the case.

Chairman Raines stated if you take a look at the packet, it's two ten-acre tracks and they're wanting access to the back ten-acre track, down the side with a twenty-five-foot easement. This is a stand type request for someone to be able to utilize the property on the back.

Chairman Raines asked the commissioner if they had any questions or comments. There were none. Chairman Raines made a motion to approve the easement as requested; seconded by Vice Chairman Smith. Vote was 4-0 to approve.

**CCMA20-12:** Diane Young request Tax Map # 078-01-01-061-000, a lot located on Hughes Rd, Chester SC 29706, be rezoned from R-2 (Rural Two) to RG-2 (General Residential)

Diane Young of 105 Berry St Chester, SC stopped to the podium. Ms. Young stated she would like to rezone this property. When she bought it, it was two zones and because she would like to sell it, she needs to rezone it to the same zone.

Chairman Raines said it looks like everything around you is RG-2 anyway. This is pretty much in keeping with the other zoning in the area. Chairman Raines asked if there was a structure on the property? Mr. Young said yes, there is a mobile home on the property.

Chairman Raines asked if anyone had any questions for the applicant. Commissioner Granted stated it's just bringing it up to date with the rest of them, right? Chairman Raines said that's correct.

Chairman Raines asked if any member of the public wished to speak in favor or in opposition of this rezone request. There were none. Chairman Raines made the motion to approve the rezone request as requested; seconded by Vice Chairman Smith. Vote was 4-0 to approve.

Chairman Raines informed the application the Planning Commissions vote is advisory only. The county council would have three readings before the final vote would be made and that she could follow up with the staff for that information.

**Discussion:** Chairman Raines reminded the commissioners they would need to vote for Chairman and Vice Chairman in the next meeting. They also talked of the upcoming training class in February.

Commissioner Grant made a motion to adjourn; seconded by Commissioner Hill. Vote was 4-0 to adjourn.

This is a summary of proceedings at the December 15, 2020 meeting of the Planning Commission; and not a verbatim transcript of the meeting. This summary, and an audio recording of the meeting is retained by the Chester County Building & Zoning department, and available if requested. This summary represents the facts of this meeting; not the opinion or interpretation of the Secretary.



**Chester County, South Carolina**  
 Department of Planning, Building & Zoning  
 1476 J.A. Cochran Bypass  
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: 12-10-20 Case # CCMA20-12 Invoice # 3241

The applicant hereby requests that the property described to be rezoned from R-2 to RA-2

Please give your reason for this rezoning request:

owns property behind 078-01-01-061-000 wants All properties  
zoned the same-

*Copy of plat must be presented with the application request*

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: \_\_\_\_\_

Property Address Information

Property address: 854 Hughes St. Chester, S.C. 29706  
 Tax Map Number: 078-01-01-061-000 Acres: 1.84

Any structures on the property: yes  no . If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

Applicant(s): Dianne Young  
 Address 105 BERRY ST. Chester, S.C. 29706  
 Telephone: (803) 519-6981 cell (803) 385-3749 work (803) 377-8184  
 E-Mail Address: dmevayyoung@hotmail.com

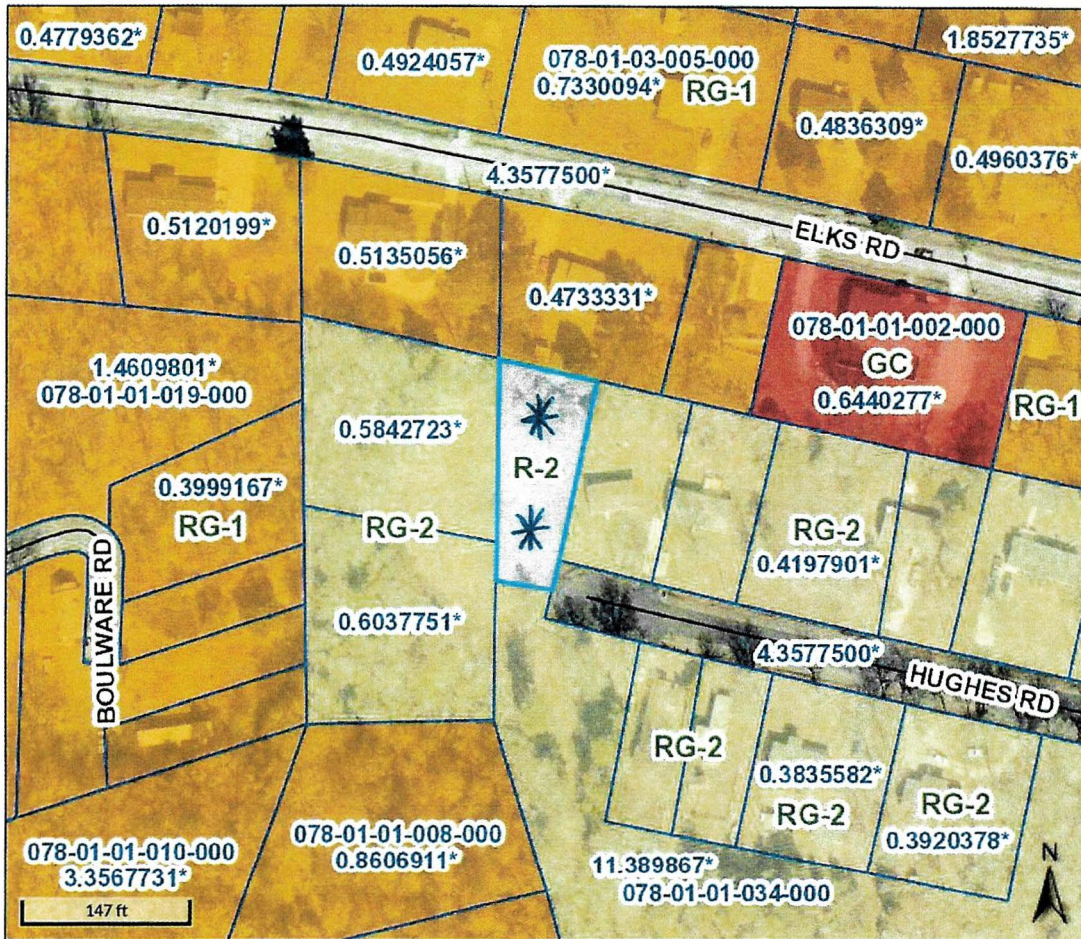
Owner(s) if other than applicant(s): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Dianne Young Date: 10-26-2020  
 Applicant signature: Dianne Young Date: 10-26-2020

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.





Overview



Legend

- Roads
  - Secondary Road
  - SC Highway
- Municipals
- Parcels
- Chester County Zoning
  - AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
- County Boundary

Parcel ID	078-01-01-061-000	Alternate ID	n/a	Owner Address	YOUNG DIANNE
Sec/Twp/Rng	n/a	Class	RN		105 BERRY STREET
Property Address	854 HUGHES ROAD	Acreage	n/a		CHESTER SC 29706
District	02				
Brief Tax Description	HUGHES ROAD/LOT 8 SECTION 1				
	(Note: Not to be used on legal documents)				

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December 29, 2020

Dear Council members,

The purpose is to inform you of a FAA grant proposal that is being made available to the airport before the end of this FY. This grant in part depends on if the county could front the funds in the approximate amount of \$70,000.00 (which would be refunded through the final grant offer) to begin the design and bid process for the project with the results to be included in the submittal documents to the FAA to comprise a total amount of funds needed to secure the available grant. The county upfront funds would secure the needed Figures and plans to be submitted to the FAA by May of 2021 which would ensure the grant of the extra funds that is available before the end of this FY. The grant would be offered at a 90% federal and 10% local matching funds with the state offering 5% of the 10% local portion as a reimbursement to Chester County.

Keith Roach, County Airport Director

Back Remove label Spam Delete Mark as unread Snooze Add to tasks Mc

Compose

- Emergency management
- estimates
- FAA
- forms
- fuel equipment repair
- Fuel invoice cost
- fuel pricing** 2
- Fuels Sales Reports** 4
- Gary Siegfried
- Grants info**
- HALIE ROOF
- Hangar Information

### RE: question: DCM - FY21 Airport Improvement Program Grants info x

**Hsu, Jacqueline A (FAA)**

Dec 7, 2020, 12:08 PM

Reply

to Andy, me

Good Afternoon Andy,

Based upon the CIP provided for DCM, we are planning on funding both the design and construction this year. That said, as the application request was for both design and construction, we will need the certified bid tab attached with the final application due no later than May 18th.

In addition, please work with Keith to provide the environmental documents for this project at your earliest convenience.

Best Regards,





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Compose

**Inbox** 8

Starred

Snoozed

**Important**

Sent

**Drafts** 1

All Mail

**Spam** 1

Trash

📁 Categories

**Updates** 2

On Thu, Dec 10, 2020 at 1:58 PM Hsu, Jacqueline A (FAA)

[Jacqueline.A.Hsu@faa.gov](mailto:Jacqueline.A.Hsu@faa.gov) wrote:

Good Afternoon Keith,

You should have received an email containing the FY21 sponsor letter informing you of our FY21 plans for Chester Catawba Regional Airport. As we continue into the grant season, we would like to set up a Pre-Grant conference call to discuss the upcoming plans and go over and grant schedule. Attached is the Pre-grant conference outline for your reference. During the call we can discuss any questions you may have regarding FY21's grant year.

Please send me a list of available times for you and your team the week of (Dec 14-17). Thank you! I look forward to speaking with you and your team soon. Hope you're doing well!

Best Regards,

Jacqueline Hsu | Civil Engineer  
Atlanta Airports District Office  
1701 Columbia Avenue, Suite 220





**Michael Player** <mplayer@tbeclt.com>

Tue, Dec 22, 11:08 AM (8 days ago)

to Jacqueline, Andy, me

Jacqueline – The \$104,800.00 included in the estimate reflects the estimated cost for the Engineering (i.e. CatEx, Design, Bidding, CA), Testing, and RPR associated with the project.

***Michael W. Player, P.E.***

TIMBERT, BRUNTT & ELINGTON

3525 Whitehall Park Drive

Suite 210

Charlotte, NC 28273

Office: (704) 426-6070

Fax: (704) 426-6080

[mplayer@tbeclt.com](mailto:mplayer@tbeclt.com)



**DCM - AIP FY21 Grant Taxilane & Hangar Rehab (Design And Construction)**

1 message

Hsu, Jacqueline A (FAA) &lt;Jacqueline.A.Hsu@faa.gov&gt;

Mon, Dec 28, 2020 at 3:35 PM

To: Keith Roach &lt;chesterairport@gmail.com&gt;, Andy Shook - T B &amp; E &lt;AShook@tbiclt.com&gt;

Cc: Michael Player &lt;mplayer@tbeclt.com&gt;, "Lynch, Anna (FAA)" &lt;Anna.Lynch@faa.gov&gt;

Good Afternoon Keith and Andy,

Last week, we held the pre-grant conference meeting and spoke regarding FY21's grant year and DCM's proposed Taxilane and Hangar Rehab Design + Construction Project. During the meeting we discussed some scheduling and funding complexities due to combining both the design and construction into a single grant. Andy, when available, we would like to schedule a call with both you and Keith to discuss the status of the design and how best to proceed with this grant.

Will both of you be available sometime next week for a short call?

Best Regards,

Jacqueline Hsu | Civil Engineer

Atlanta Airports District Office

1701 Columbia Avenue, Suite 220

College Park, Georgia 30337-2747

**Tel:** (404) 305-6741 | **Fax:** (404) 305-6798



Federal Aviation  
Administration



**FY-21 DCM PRE-GRANT CONFERENCE**

The Project Manager is to contact the sponsor within the first quarter of the fiscal year and set up a pre-grant conference to be attended by the sponsor's representative, state representative (if necessary) and consultant (if already selected). Note – use best judgment on Discretionary candidate list projects. If project is toward bottom (last 1/3) of list, explain to sponsor that the project may or may not be funded. If we are unable to fund this FY, we will reimburse for expenditures that are incurred (with entitlement funds only).

1. **PURPOSE:** The Pre-Grant Conference gives the airport sponsor, consultant, state and FAA a common understanding of the project scope, special considerations for the project, and establishes a schedule for milestones of the AIP project.
2. **SPONSOR ASSISTANCE:** The FAA has an AIP Handbook (Order 5100.38D) on the Internet. The web address is [www.faa.gov/airports/aip/aip\\_handbook](http://www.faa.gov/airports/aip/aip_handbook).
3. **PROJECT INFORMATION:**
  - a. AIP Project No.: 3-45-0015-014-2021
  - b. Federal Funds: \$471,780
  - c. Type Funds: \$150,000 NPE and \$321,780 Planned State Apportionment
  - d. Total Project Funds: \$524,200
  - e. Participation Rate: 90%
  - f. Work Items:
    - Taxilane and Hangar Apron Rehabilitation (Design and Construction)
    - \_\_\_\_\_
    - \_\_\_\_\_
    - \_\_\_\_\_
    - \_\_\_\_\_
4. **CONTACTS/RECORD KEEPING:**
  - a. What is the sponsor's grant approval process?
    1. What entity approves grant?
    2. What is the typical timeframe for getting approval? (i.e. is local Commission meeting required before signature?)
  - b. Who will sign the Grant?
    1. Name: S.Wayne Goodyear/Keith E. Roach
    2. Title: Commission Chair/Airport Manager
    3. Address: PO Box 537, Chester SC 29706/1854A Piper Drive, Chester, SC 29706
    4. Email address: [wgoodyear@truvista.net](mailto:wgoodyear@truvista.net)/[keith.roach@chestercounty.org](mailto:keith.roach@chestercounty.org)
    5. Phone number: 803-385-3154/803-385-6664
  - c. Who will be the sponsor's contact?
    1. Name: Keith E. Roach
    2. Title: Airport Manager
    3. Address: 1854A Piper Drive, Chester, SC 29706
    4. Email address: [keith.roach@chestercounty.org](mailto:keith.roach@chestercounty.org)
    5. Phone number: 803-385-6664
  - d. Who should receive copies of correspondence?
  - e. Record Retention
    1. The sponsor must keep project records for three years after financial completion. See 2 CFR § 200.333 – Retention Requirements for Records.
5. **PROGRAM/FUNDING CHANGES:** If funds, work, or land were changed or not programmed in processing the preapplication/CIP; discuss these in detail. Advise sponsor that unfunded items will remain in the system. (Discuss Land Release commitments if applicable.)

(If this is a new sponsor **representative**, consider giving them a quick briefing on how a project "flows" from initiation to closeout.)

6. **PROJECT ENGINEERING:** By now the sponsor may have selected the consulting engineer.
- a. When did the advertisement/selection occur?
  - b. Sponsor must sign consultant certification prior to grant offer.
  - c. Discuss requirement for Independent Fee Estimate (IFE) design fees likely to exceed \$100,000. (Fee Estimates and Record of Negotiations – Chapter 2 of AC 150/5100-14E).
    - a. IFE's should be submitted as early as possible for review. IFE's are an AIP-eligible expense that can be reimbursed as part of the grant.

7. **ALP and Exhibit "A" STATUS:**

- a. ALP approval must be before Grant. Discuss and establish due date if necessary. (Confirm dates during meeting, but this section can be filled out by the ADO Program Manager, using previous year's grant write-up and/or PERADA.)
  1. Date of last Exhibit A (submitted with grant app): 02/07/2005
  2. Date of Last Approved ALP: 02/07/2005
- b. If construction changes geometry of airport, one (1) hard copy and one (1) pdf copy of the as-built ALP will be required.
- c. Review most current Exhibit A, and discuss "obligated" property.

8. **PREDESIGN ISSUES**

- a. Construction Phasing – Discuss "What and How" project is being built.
- b. Safety during construction (CSPP SOP) – submit via iOE/AAA system
  1. Coordination (local AF, ATCT, tenants, FPO, etc.)
- c. Potential for "Reimbursable Agreement" IF FAA facilities affected.
  1. Issue separate AIP grant.
- d. Identify unique/unusual conditions that will have to be addressed at the airport.
- e. Discuss non-standard design/construction methods proposed for project (Modification of Standards). NOTE: No MOS approved during construction.
- f. Environmental findings. Discuss conditions that were identified during the EA/EIS that must be addressed in construction phase.
- g. Safety Management System (SMS) – Large Hub only unless PM feels otherwise (resulting from 8a. discussion above).
- h. GIS – survey data must be provided in FAA's GIS system/ADIP (Airport Data and Information Portal). Special attention to data involving a change in Runway coordinates or projects involving Flight Procedures.

9. **CONSTRUCTION PLANS AND SPECIFICATIONS:**

- a. All Plans and Specifications must contain a "Construction-Safety Phasing Plan".
- b. Sponsor should sign Plans & Specs certification prior to grant offer. This certification says that all elements of the project are within the scope of the approved project and that only FAA approved design standards and specifications are being used. (Deviations from these standards must be approved by the FAA prior to implementation.
- c. Discuss requirements for written engineering and design report. Point out that any deviation from standards should be discussed in the report. This includes deviations from either the general provisions or the technical provision of our guide specification (AC 150/5370-10). Also include Environmental/Permitting requirements in the report.
- d. If utility relocation is a part of this project, discuss the responsibilities for legal researching of utility. Advise sponsor that a legal determination may be made by FAA regarding the allowability of utility relocation costs. FAA determination is to be based on sponsor's attorney statements and references to appropriate statutes.
- e. If project is a "paving" project that exceeds \$500,000, a Construction Management Plan shall be submitted to the ADO. Guidance is available in Appendix A of AC 150/5370-12B, Quality

Management for Federally Funded Airport Construction Projects, as well as some eligibility guidance in the AIP Handbook.

**10. DBE:** (For Grants > \$250,000) Note: \$250,000 threshold is for “goal” requirement, so if Sponsor has two \$80,000 projects, the goal requirement is N/A. However, a “DBE Plan” is still required.

- a. Advise if DBE applies to this project. (If Consultant is new to AIP, discuss need for “clear and concise” contract documents.)
- b. Advise that all correspondence should be between the sponsor and the Civil Rights Staff. Have the sponsor carbon copy the ADO on transmittal letters. The FAA Civil Rights contact is: GA & SC – Thomas Knox, [Thomas.knox@faa.gov](mailto:Thomas.knox@faa.gov); PR & VI – Sonia Cruz, [Sonia.cruz@faa.gov](mailto:Sonia.cruz@faa.gov)
- c. Discuss requirement for DBE Plan. First time DBE sponsors (Part 23 (concessions) or Part 26 (construction) projects > \$250,000) must have an approved plan prior to grant. If sponsor already has an approved Part 26 plan, they must submit an annual update on August 1 of the preceding year for projects exceeding \$250,000.

**11. LAND ACQUISITION:**

- a. Land included in the project is identified in the programming documents. Discuss this and identify any areas of land that may have been excluded from programming.
- b. Sponsor should sign the land acquisition certification prior to grant offer. Discuss general requirements for appraisal, review appraisal, written offer of just compensation, and guidelines for administrative settlements.
- c. Land shall be purchased, under option, or an owner’s agreement executed before grant agreement to eliminate cost increases after grant. If construction is included in the grant, land shall be secured, per options mentioned above, by time bids are taken.
- d. All land included in a project must have adequate appraisals, sponsor’s written offer and, at minimum, an executed land owner’s agreement before the grant offer can be made. Appraisals should be retained in sponsor’s files (NOTE: This is Program Manager’s option).
- e. Sponsor is responsible to obtain and retain evidence of good and sufficient title on any acquired property.
- f. No payment will be made until the sponsor presents evidence to the FAA that it has recorded the grant agreement, including the grant assurances in the public land records of the county courthouse. This will be a condition in the grant.
- g. Sponsor must submit a revised Exhibit A with all land acquisition projects at closeout.

**12. RESIDENT INSPECTION:** Discuss need for resident inspection. Some projects that have few materials testing requirements and very limited interaction with the aircraft operations area may not need a resident inspector. Inspector’s Resume and Fees shall be submitted to the ADO for concurrence (ADO PM’s discretion, usually comes under CA/CO section of the Work Authorization).

**13. GRANT PAYMENTS:**

- a. Payments are requested (by Delphi) as work progresses, normally on a monthly basis. Projects that are financially inactive for over 1 year will be suspended and may be terminated.
- b. Sponsor should have sufficient funds for financial obligations until federal payment can be made. No payments are made prior to entering into grant agreement.
- c. Each pay request/drawdown is only for the federal share of work completed. There is always a non-Federal share with each pay request. Any retainage cannot be withdrawn until after the Sponsor has made such payments (retainage cannot be withdrawn from the federal account, and



reside with a sponsor – OIG views this as an improper payment). Each pay request must have an attached invoice summary (provide excel spreadsheet example if necessary).

- d. Last 10% will be approved manually by ADO PM and may require initial closeout documentation prior to approval.

**14. PROJECT APPLICATION:** Sponsor must submit two copies of project application (at least one with original signature). For Electronic submittals: Sponsor shall submit the following documentation as separate files: 1. Grant application (includes: SF 424, project narratives, project sketches, cost summary), 2. Sponsor Certifications, 3. Environmental document, 4. Professional Contracts, 5. Pre-construction photos, 6. Certified Bid tabulation, 7. Land Acquisition (Appraisals, Review appraisals, sponsor's written offer, any other documented negotiations such as options or owner's agreement, etc., Note: provide individual docs for each parcel).

**15. SPECIAL CONDITIONS:** The ADO may incorporate other standards into a project as a special condition in the grant agreement. These standards then become mandatory by their inclusion in the grant. APP-520 maintains a current list of special conditions that must be used for specific project or airport situations. (i.e. See SOAR options when programming grants – Pavement projects greater than \$500K, land acquisition, grants based on estimates, etc.)

**16. Modification to FAA Standards (or Specifications).**

Where the FAA has published specifications for specific items, it is FAA policy that sponsors must use the specifications as written, with no changes from the specifications, except where explicitly allowed in the specification.

The sponsor must obtain an FAA modification to standards approval for any changes that is not specifically allowed, no matter how minor it may seem to the sponsor. This is necessary to ensure that the change will not unduly limit competition, eliminate FAA approved vendors, or negatively impact the project. Please note: No modification to standards will be approved during construction.

To request a modification, a sponsor must follow the FAA process, which is outlined in current version of FAA Order 5300.1, Modifications to Agency Airport Design, Construction, and Equipment Standards.

Per the current version of FAA Order 5300.1, the FAA can only approve a modification to standards if it justified by unusual local conditions. Cost savings or standardization of the equipment type is not considered to be an unusual local condition.

Per the current version of FAA Order 5300.1, the FAA will not issue a Modification to Standards for nonstandard runway safety areas.

**17. COORDINATION / COMMUNICATION DURING "OPEN" GRANT:**

Discuss FAA's Oversight requirements – based upon Sponsor's Risk Level.

Quarterly Performance Report – Provide copy. Discuss how form should be filled out, including financial activity. Also discuss monitoring of Environmental findings.

Discuss grant amendment limitations (25% for land grants, 15% limit for all other grants)

**18. PROJECT AUDIT AND CLOSEOUT:** Remind sponsor of their obligation to have a system (single) audit performed. And point out that they must comply with 2 CFR 200 in the selection of the auditor if they wish to insure federal participation. 2 CFR 200 requires local governments that expend \$750,000 or more a year in Federal funds shall have the audit. The audit report shall be submitted directly to the Bureau of Census Federal Audit Clearinghouse.

Advise that the Program Manager can close this project on the basis of a desk audit provided sufficient documentation is furnished. The sponsor will provide (at a minimum) the closeout documentation identified by the ADO PM, which varies by project type, project size (\$), and Sponsor Risk Level.

**19. AFTER ESTABLISHING A SCHEDULE (below),** recognize the state representative and consultant and allow them an opportunity for last minute coordination.

20. **DISCUSS ANY OPEN GRANT ISSUES:** Discuss any issues with the sponsor concerning the status of existing grants. Discuss any issues with drawdowns, quarterly report submittals, etc.

**CHESTER-CATAWBA REGIONAL AIRPORT (DCM)**

**NPIAS 45-0015**  
**CITY: Chester, South Carolina**

**CAPITAL IMPROVEMENT PROGRAM (CIP)  
 FUNDING SCENARIO (FY '22 to '26)**

<b>FISCAL YEAR</b>	<b>PROJECT DESCRIPTION</b>	<b>TOTAL EST. COST</b>	<b>FAA SHARE</b>	<b>ENTITLEMENT FUNDS</b>	<b>DISCRETIONARY FUNDS</b>	<b>STATE SHARE</b>	<b>LOCAL SHARE</b>
<b>21</b>	Entitlement Carryover	\$0	\$0	\$0	\$0	\$0	\$0
	2020 NPE Funding	\$0	\$0	\$150,000	\$0	\$0	\$0
	Taxilane Rehabilitation	\$524,200	\$471,780	\$150,000	\$321,780	\$26,210	\$26,210
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		<b>\$524,200</b>	<b>\$471,780</b>	<b>\$150,000</b>	<b>\$321,780</b>	<b>\$26,210</b>	<b>\$26,210</b>
<b>22</b>	Entitlement Carryover	\$0	\$0	\$0	\$0	\$0	\$0
	2021 NPE Funding	\$0	\$0	\$150,000	\$0	\$0	\$0
	ALP Update	\$390,000	\$351,000	\$150,000	\$201,000	\$19,500	\$19,500
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		<b>\$390,000</b>	<b>\$351,000</b>	<b>\$150,000</b>	<b>\$201,000</b>	<b>\$19,500</b>	<b>\$19,500</b>
<b>23</b>	Entitlement Carryover	\$0	\$0	\$0	\$0	\$0	\$0
	2022 NPE Funding	\$0	\$0	\$150,000	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>24</b>	Entitlement Carryover	\$0	\$0	\$150,000	\$0	\$0	\$0
	2023 NPE Funding	\$0	\$0	\$150,000	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>25</b>	Entitlement Carryover	\$0	\$0	\$390,000	\$0	\$0	\$0
	2024 NPE Funding	\$0	\$0	\$150,000	\$0	\$0	\$0
	10-Unit T-Hangars	\$500,000	\$450,000	\$450,000	\$0	\$25,000	\$25,000
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		<b>\$500,000</b>	<b>\$450,000</b>	<b>\$450,000</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$25,000</b>
<b>26</b>	Entitlement Carryover	\$0	\$0	\$0	\$0	\$0	\$0
	2025 NPE Funding	\$0	\$0	\$150,000	\$0	\$0	\$0
	Airfield Lighting Rehabilitation	\$1,007,325	\$906,593	\$150,000	\$756,593	\$50,366	\$50,366
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		<b>\$1,007,325</b>	<b>\$906,593</b>	<b>\$150,000</b>	<b>\$756,593</b>	<b>\$50,366</b>	<b>\$50,366</b>

<b>GRAND TOTAL</b>	<b>\$2,421,525</b>	<b>\$2,179,373</b>	<b>\$900,000</b>	<b>\$1,279,373</b>	<b>\$121,076</b>	<b>\$121,076</b>
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**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST  
TAXILANE REHAB  
CHESTER-CATAWBA REGIONAL AIRPORT  
CHESTER, SOUTH CAROLINA  
TBI PROJECT NO.: 2228**

SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	C-102 TEMPORARY SOIL EROSION	1	LS	\$12,000.00	\$12,000.00
2	C-105 MOBILIZATION	1	LS	\$36,000.00	\$36,000.00
3	REP REMOVE EXISTING CONCRETE PAVEMENT	4,270	SY	\$10.00	\$42,700.00
4	P-101 COLD MILLING (2")	2,570	SY	\$12.00	\$30,840.00
	P-101 CRACK REPAIR	570	LF	\$5.00	\$2,850.00
5	P-152 EMPANKMENT IN PLACE	100	CY	\$25.00	\$2,500.00
6	P-152 SHOULDER BUILDUP	500	LF	\$5.00	\$2,500.00
7	P-209 CRUSHED AGGREGATE BASE COURSE	720	CY	\$75.00	\$54,000.00
8	P-401 ASPHALT MIX PAVEMENT	1,040	TN	\$130.00	\$135,200.00
9	P-501 PORTLAND CEMENT CONCRETE PAVEMENT	360	CY	\$110.00	\$39,600.00
10	P-602 BITUMINOUS PRIME COAT	1,280	GAL	\$4.00	\$5,120.00
11	P-603 BITUMINOUS TACK COAT	260	GAL	\$4.00	\$1,040.00
12	P-620 PAVEMENT MARKINGS	420	SF	\$2.00	\$840.00
13	D-752 DRAINAGE IMPROVEMENTS	1	LS	\$20,000.00	\$20,000.00
14	T-901 SEEDING	3	AC	\$1,400.00	\$4,200.00
15	T-908 MULCHING	3	AC	\$1,000.00	\$3,000.00
16	10% CONTINGENCY	1	LS	\$39,000.00	\$39,000.00
<b>TOTAL=</b>					<b>\$419,390.00</b>
<b>ENGINEERING, TESTING, RPR=</b>					<b>\$104,800.00</b>
<b>TOTAL PROJECT COST=</b>					<b>\$524,190.00</b>

**Re-appointments for Councilman Pete Wilson**

**Accommodation Tax** -Brian C. Grant

**Tax Assessment Appeals**-Ruthanne Levister

**Zoning Board of Appeals**- Scott Thomas

**Library Commission**-Joan Guyton

**Parks & Recreation**-Tripp Lunsford

**Construction Board**-Brian Gardner

**Airport Commission**- Les Shugart

**Airport Commission**-John Davis