



**SPECIAL CALLED**  
**CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING**  
Monday, November 15, 2021 **at 5:40 PM**  
**R. Carlisle Roddey Chester County Government Complex**  
1476 J A Cochran Bypass, Council Chambers

**AGENDA**

- 1. Call to Order**
- 2. Approval of minutes**
  - a. Corrective September 7<sup>th</sup>, 2021, CTC minutes.
  - b. September 20<sup>th</sup>, 2021, CTC Special Called minutes.
- 3. Old Business**
  - a. Discuss extra allocated money from SCDOT for roads. -Bill Coleman.
  - b. Request to reimburse the Road Department for road maintenance from August 25<sup>th</sup>, 2021, to October 27<sup>th</sup>, 2021, in the amount of \$ 18,093.28 dollars.
  - c. Request to reimburse the Recycling Department for sign material in the amount of \$ 1252.69 dollars.
- 4. Adjourn**



## CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING

Tuesday, September 7<sup>th</sup>, 2021 **at 5:30 PM**

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

1476 J A Cochran Bypass, Council Chambers

### Minutes

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Councilman Pete Wilson arrived at 5:32pm and Councilman William Killian arrived at 5:35pm.

#### 1. Call to Order

#### 2. Approval of minutes

- a. **July 6th, 2021 CCTC Minutes.** Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote was 4-0 to approve.

#### 3. Old Business

- a. **Update on Baseball Alley- Public Works Director Robert Hall.**

Mr. Hall stated Council was aware of the issue at Baseball Alley, he had reached out to the Dennis Corporation to ask for a change order. He recommended Council spend \$23,500 dollars to add the four parking spaces and correct the drainage that was in the budget. Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote was 4-0 to approve. Councilman Wilson and Killian abstained.

- b. **Update regarding Pedestrian Crossing Agreement at Railroad at Pizza Hut. – Attorney Winters**

Attorney Winters stated she had reached out to the railroad, and they were not willing to change the agreement. She was told and she quoted “railroads have never found a crossing they’re happy with.” She stated she was told by them something always happens, even when crossing in a wheelchair could hit the rail of the train and tip over and get injured. They will not relinquish any of the liability that was in the agreement that’s placed back on the county. That also includes any repair to the crossing and negligence that happens the county is responsible. She recommended the County not sign the agreement since it would put all the liability back on them. She stated Matt Gedney recommended putting up signs stating something like “ends county’s maintenance.”

Councilman Wilson suggested putting up barricades and signage for now, he stated things could change with maybe possible developments coming and there would be a reason to cross the track, but for now putting the barricades up is an easy way out. He motioned to put up barricades and signage, second by Vice Chairman Branham. Vote 6-0 to approve.

#### 4. New Business

- a. **CTC to choose and approve the 2022 Road Paving List from each district.**

Council chose Golden Maple, Old Pavilion, Appaloosa Ridge, Poverty Hollow, Barber Creek/ Katie Lane and Thomas Davis. Councilman Vaughn motioned to approve, second by Councilman Killian. Vote 6-0 to approve.

**Commented [KL1]:** Add Katie Lane

**b. Discussion regarding Georgetown Road. - Attorney Winters.**

Attorney Winters stated this road had been discussed before, the road is a state road and ends at the pavement. She asked Bill Coleman to go out to see what could be done. The Trotters cannot access their property because of the way it is set up, the road ends and no one claims ownership. At one time through the research done by Mr. Coleman recently, the school board had asked if the County could throw some gravel down so the bus could turn around. In 2017 the property owner had stated they did not want the bus to turn around on their property and asked for the County to stop putting gravel down so the practice was discontinued. It is referred to on an SCDOT map where the road ends. It's shown as an unpaved county road, but we couldn't find any evidence that it is a county road. And so, I think that it begs the question, does the county take this road on to adopt it, and put into our system?

Mr. Coleman stated there was a gate about 200 yards to the end of the pavement which is at the end of DOT then around 100 feet where you could tell a bus used it to turnaround. He stated at one time through his research he found the guy who owned it told the county he didn't want them on it anymore. He didn't want no one on it.

Attorney Winters stated at one point in time there was a roadwork request made by a gentleman who lives on the road that the owners of the property would need to call in and request the county take over maintenance of the turnaround and to set up easement through the county attorney which has not been done. That part of the road has probably been maintained for the last twenty years. She asked Mr. Coleman what he suggested doing.

Mr. Coleman stated throwing a couple loads of rock from the end of the road to the gate, once the county does that that section becomes the counties. Councilman Wilson motioned to maintain to the gate, second by Councilman Vaughn. Vote 6-0 to approve.

- c. CTC to consider approval of surface prep and painting Exit 65 Bridge. Gateway Steering Committee voted 9-0 to approve.** Sylvia Jennings, Chair of the gateway steering committee stated the bridge had not been maintained and would like approval to have exit 65 cleaned, painted and have sidewalks installed. Councilman Wilson stated he did not doubt the need but felt the money could come from grants instead of C-fund money.

Vice Chairman Branham said, if possible, the projects could be combined when seeking grants. Council decided to add this back to next regular transportation meeting to see if grants could be found.

- d. Request to reimburse the Recycling Department for sign material from May 2021 to August 2021 in the amount of \$ 3422.03.** Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.

- e. Request to reimburse the Road Department for road maintenance from July 6, 2021 to August 12, 2021 in the amount of \$ 19,652.96.** Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.

- 5. Adjourn-**Vice Chairman Branham motioned to adjourn, second by Councilman Jordan. Vote 6-0 to adjourn.

Time: 6:20 pm



**SPECIAL CALLED**  
**CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING**  
Monday, September 20<sup>th</sup>, 2021 at 5:50 PM  
**R. Carlisle Roddey Chester County Government Complex**  
1476 J A Cochran Bypass, Council Chambers

**MINUTES**

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilman Pete Wilson, Councilman William Killian, Clerk to Council Karen Lee and County Attorney Joanie Winters. Councilwoman Guy arrived at 5:52 PM.

1. **Call to Order**-Interim Chairman Dr. Frederick called the meeting to order.
2. **Approval of minutes**
  - a. September 7th, 2021, CCTC Special Called Minutes.  
Vice Chairman Branham motioned to approve, second by Councilman Vaughn.  
Vote 5-0 to approve.
3. **Old Business**
  - a. **CTC to choose and approve the 2022 Road Paving in district six.**  
Interim Chairman Dr. Frederick stated Thomas Davis Road was on the SCDOT's list to be paved and asked Councilman Killian which road he planned to choose.  
  
Councilman Killian stated he had chosen State Park Road. He then motioned to choose State Park Road to be paved, second by Councilman Wilson. Vote 6-0 to approve.
5. **Adjourn**  
Councilman Vaughn motioned to adjourn, second by Councilman Killian. Vote 6-0 to adjourn.

## Recommendations for Use of 2021 One Time Money

1	Recommendation of additional roads for 2022 CTC paving project
2	The Legislature gave the State CTC a \$50,000,000.00 one time allotment from last year's budget excess.
3	Chester County's share of the allotment is \$677,902.05. \$49,963.63 of this allotment must be spent on SCDOT projects. The SCDOT portion will be incorporated into the 2022 resurfacing program which has already been approved. Our recommendation is that the remaining \$627,938.42 be added to our 2022 paving program; which is on hold until a decision is made.
4	We recommend that this money be spent on roads that serve citizens from multiple districts or for the common good of the entire county.  Any money left in the fund would be carried over for use in the 2023 paving program
5	<b>Our recommendations are:</b>  <b>Oliphant Lake Rd</b> - The road is in bad shape and is heavily used <b>Commerce Dr and Intersection</b> - Road to convention center which is in need of repair <b>Luscombe Ln</b> - Short road into airport in need of repair <b>Cessna Dr</b> - road inside airport in bad shape  <b>Estimated cost of resurfacing all of the roads is \$571,500.00</b>  <b>All of these roads are currently on our list of roads in need of resurfacing</b>



# Chester County, South Carolina

Roads Department  
Post Office Drawer 580  
Chester, SC 29706

---

November 3, 2021

To: Chester County Transportation Committee

From: Chester County Roads Department

Re: Reimbursement for Road Materials for Chester County Roads

Dear CCTC Members,

Please reimburse the following account (100-401-5225) for County road maintenance materials purchased from August 25, 2021 October 27, 2021.

**The total amount for this period is \$18,093.28.**

Regards,

*Randy Hall*

Randy Hall  
Roads Department Supervisor

**Cfunds Reimbursement Report for August 25, 2021 to October 27, 2021**

<b>GRAND TOTAL</b>				<b>\$998.72</b>	<b>\$16,909.60</b>	<b>\$1,183.68</b>	<b>\$180.93</b>	<b>\$18,093.28</b>
<b>District</b>	<b>Ticket No.</b>	<b>Road</b>	<b>Date</b>	<b>Tons</b>	<b>Sub-Total</b>	<b>7 % Tax</b>	<b>1% Sales Tax Paid to SC</b>	<b>Invoice Total</b>
1	627038345	Caulderwood Ln	8/25/2021	15.410	\$238.86	\$16.72	\$2.39	\$255.58
3	627038622	Landfill Rd	8/27/2021	15.540	\$341.88	\$23.93	\$3.42	\$365.81
3	627038623	Landfill Rd	8/27/2021	16.460	\$362.12	\$25.35	\$3.62	\$387.47
3	627038645	Landfill Rd	8/27/2021	15.820	\$348.04	\$24.36	\$3.48	\$372.40
3	627038647	Landfill Rd	8/27/2021	15.220	\$334.84	\$23.44	\$3.35	\$358.28
5	627039087	Thompson Rd	8/31/2021	15.670	\$344.74	\$24.13	\$3.45	\$368.87
5	627039108	Thompson Rd	8/31/2021	15.330	\$237.62	\$16.64	\$2.38	\$254.26
4	627039523	Scotty Dr	9/7/2021	14.280	\$221.34	\$15.49	\$2.21	\$236.83
4	627039556	Scotty Dr	9/7/2021	15.480	\$239.94	\$16.80	\$2.40	\$256.74
2	627039637	Windy Hill Ln	9/8/2021	15.110	\$234.21	\$16.39	\$2.34	\$250.60
2	627039728	Havenwood Dr	9/8/2021	14.320	\$221.96	\$15.54	\$2.22	\$237.50
3	627040646	Industrial Way	9/15/2021	14.950	\$231.73	\$16.22	\$2.32	\$247.95
2	627041311	Darby Ln	9/20/2021	13.710	\$212.51	\$14.88	\$2.13	\$227.39
2	627041345	Darby Ln	9/20/2021	15.580	\$241.49	\$16.90	\$2.41	\$258.39
3	627041793	Landfill Rd	9/24/2021	14.780	\$229.09	\$16.04	\$2.29	\$245.13
3	627041816	Landfill Rd	9/24/2021	15.250	\$236.38	\$16.55	\$2.36	\$252.92
2	627042278	Steele Rd	9/29/2021	14.280	\$221.34	\$15.49	\$2.21	\$236.83
2	627042279	Steele Rd	9/29/2021	15.160	\$234.98	\$16.45	\$2.35	\$251.43
2	627042305	Steele Rd	9/29/2021	14.580	\$225.99	\$15.82	\$2.26	\$241.81
2	627042306	Steele Rd	9/29/2021	14.820	\$229.71	\$16.08	\$2.30	\$245.79
2	627042333	Steele Rd	9/29/2021	16.220	\$251.41	\$17.60	\$2.51	\$269.01
2	627042334	Steele Rd	9/29/2021	16.160	\$250.48	\$17.53	\$2.50	\$268.01
2	627042421	Steele Rd	9/30/2021	14.660	\$227.23	\$15.91	\$2.27	\$243.14
2	627042425	Steele Rd	9/30/2021	15.820	\$348.04	\$24.36	\$3.48	\$372.40
2	627042462	Steele Rd	9/30/2021	15.430	\$339.46	\$23.76	\$3.39	\$363.22
2	627042463	Steele Rd	9/30/2021	16.000	\$352.00	\$24.64	\$3.52	\$376.64
2	627042597	Steele Rd	10/1/2021	15.420	\$239.01	\$16.73	\$2.39	\$255.74
2	627042630	Steele Rd	10/1/2021	16.060	\$353.32	\$24.73	\$3.53	\$378.05
2	627042658	Steele Rd	10/1/2021	15.490	\$340.78	\$23.85	\$3.41	\$364.63
2	627042683	Steele Rd	10/1/2021	16.340	\$359.48	\$25.16	\$3.59	\$384.64
5	627043214	Angel Rd	10/7/2021	6.870	\$106.49	\$7.45	\$1.06	\$113.94
4	627043293	Carter Rd	10/8/2021	16.200	\$356.40	\$24.95	\$3.56	\$381.35
4	627043305	Carter Rd	10/8/2021	14.930	\$328.46	\$22.99	\$3.28	\$351.45
4	627043323	Carter Rd	10/8/2021	15.930	\$246.92	\$17.28	\$2.47	\$264.20
5	627043598	Keep Out Rd	10/12/2021	15.280	\$236.84	\$16.58	\$2.37	\$253.42
5	627043609	Keep Out Rd	10/12/2021	15.660	\$242.73	\$16.99	\$2.43	\$259.72
5	627043613	Keep Out Rd	10/12/2021	14.900	\$230.95	\$16.17	\$2.31	\$247.12





**CHESTER COUNTY RECYCLING, LITTER CONTROL, LANDFILL AND SIGN  
REPLACEMENT**

**P.O. DRAWER 580**

**CHESTER, SC 29706**

DATE: November 10, 2021

TO: CHESTER COUNTY TRANSPORTATION COMMITTEE

FROM: KATIE FISCHER, CHESTER COUNTY RECYCLING DIRECTOR

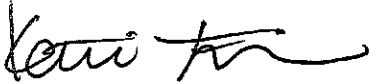
RE: REIMBURSEMENT FOR SIGN MATERIALS

Dear CCTC Members,

Please reimburse the following accounts (301-000-5218) for sign materials purchased from September 2021 to October 2021. The total amount for this period is:

**\$1252.69**

Thank you,

A handwritten signature in black ink, appearing to read 'Katie Fischer', written in a cursive style.

Katie Fischer

Chester County Recycling Director

## Monthly Sign List Report- September

Road Name / Location	Road Sign	Cap	Pole	U-Shaped Pole	Stop Sign	Misc Sign	Comments	Grand Total
	51	49	7		0	0		107
N. Main St.	1	1						
Park Ave.	1							
Moss Creek		1						
Caswell St.	1	1						
Flemming Circle	1	1						
Lockshire St.	1	1						
Washington St.	1	1						
Brice St.	1	1						
W. Elliott St.	1	1						
Dupree St.	1	1	1					
Pryor St.	1	1						
Dawson Dr.	1	1	1					
Bratton St.	1	1	1					
Mahlon St.	1	1						
Discovery Rd.	1							
Landsford	1							
Stringfellow Rd.	1	1	1					
Stringfellow Rd.	1	1						
Baton Rouge Rd.	1	1	1					
Road Ends Sign								
Thomas E. Davis	1	1						
Crestwood Dr.	1	1						
Lancaster Hyw.	1	1						
Cemetery St.	1	1						
Rose St.	1	1						

Road Name / Location	Road Sign	Cap	Pole	U-Shaped Pole	Stop Sign	Misc Sign	Comments	Grand Total
	51	49	7		0	0		107
Lee St.	1	1						
Cradle St.	1	1						
Owens Rd.	1	1						
Washington St.	1	1	1					
Laurel Dr.	1	1						
Cradle St.	1	1	1					
Patrick St.	1	1						
Wilks Loop	1	1						
Culp St.	1	1						
Gregg Ave.	1	1						
Brawley St.	1	1						
Leslie St.	1	1						
Beacham St.	1	1						
Gage St.	1	1						
Henry St.	1	1						
Pinckney St.	1	1						
Armory Rd.	1	1						
Back Gate St.	1	1						
Ligon St.	1	1						
McFadden St.	1	1						
Oakland St.	1	1						
West End St.	1	1						
Village Dr.	1	1						
Village Dr.	1	1						
Craigbrow Circle	1	1						
Craigbrow Circle	1	1						
Wright St.	1	1						
Lily St.	1	1						

## Monthly Sign List Report- October

Road Name / Location	Road Sign	Cap	Pole	U-Shaped Pole	Stop Sign	Misc Sign	Comments	Grand Total
	93	91	23		0	0		207
Peden Bridge Rd.	1	1						
Ballymena Rd.	1	1						
Williamsville Church Rd.	1	1						
Williamsville Church Rd.	1	1						
Oakwood Dr.	1	1						
Pleasant Grove Rd.	1	1						
Boyd Rd.	1	1						
Ross Rd.	1	1						
Boyd Rd.	1	1						
Belt Rd.	1	1						
York Rd.	1	1						
SCDOT	1	1						
Stanback Rd.	1	1						
Christopher Lane	1	1						
Wylie St.	1	1						
Hope St.	1	1						
Stadium Dr.	1	1						
Arbor Ct.	1	1						
Reedy St.	1	1						
Dawson Dr.	1	1						
Jeter St.	1	1						
Industrial Park	1	1						
Industrial Park	1	1						
Hill Top Dr.	1	1						
McClure Woods		1						

Road Name / Location	Road Sign	Cap	Pole	U-Shaped Pole	Stop Sign	Misc Sign	Comments	Grand Total
	93	91	23		0	0		207
Sunset Dr.	1	1						
Fairview Dr.	1	1						
Rhinehart Rd.	1	1						
Steinkuhler st.	1	1						
White St.	1	1						
Purity Rd.	1	1						
Laken Glen Rd.	1	1						
Purity Rd.	1	1						
Pineland Ave	1	1						
Pineland Ave	1	1						
Skyline Dr.	1	1						
Sirrine St.	1	1						
Springwood Lake Rd.	1	1						
Hawthorne Rd.	1	1						
Hawthorne Rd.	1	1						
JA Cochran Bypass	1	1						
West End Rd.	1	1						
West End Rd.	1	1						
Meadow Brook Rd.	1	1						
Madison Rd.	1		1					
Willis Rd.	1		1					
Connor Rd.	1		1					
Rebel Creek Rd.	1		1					
Gold Mine Rd.	1		1					
South Paw Lane	1		1					
Coldstream Rd.	1		1					
Guy Rd.	1		1					
Ridgeview Rd.		1						
Liberty Rd.	1	1						

Road Name / Location	Road Sign	Cap	Pole	U-Shaped Pole	Stop Sign	Misc Sign	Comments	Grand Total
	93	91	23		0	0		207
Pinckney Rd.	1	1						
Mountain Lakes Rd.	1	1						
Elks Rd.	1	1						
Kinro Dr.	1	1						
Armory Rd.	1	1						
Kinro Dr.	1	1						
York Rd.	1	1						
Calvary Church Rd.	1	1						
West Chester School Rd.	1	1						
Henry Rd.		1						
Poplar St.	1	1	1					
Harris St.	1	1						
Glenn St.	1	1						
Wilson St.	1	1						
Sunset Dr.		1	1					
Celsey St.	1	1	1					
Cemetery St.	1	1	1					
Ballymena Rd.	1	1						
Lizzie Melton Rd.	1	1						
Loomis St.			1					
Pinckney Rd.	1	1						
Pineridge Rd.	1	1						
Orchard	1	1						
Walnut St.	1	1						
Hope St.		1	1					
Town & Country Lane		1	1					
Beltline Rd.	1	1						
Belt Rd.	1	1	1					
Lockshire Rd.	1	1	1					

Road Name / Location	Road Sign	Cap	Pole	U-Shaped Pole	Stop Sign	Misc Sign	Comments	Grand Total
	93	91	23		0	0		207
Bobcat Dr.	1	1	1					
Lockshire Rd.	1	1	1					
Proposal Ave.	1	1	1					
Twilight Dr.	1	1	1					
JA Cochran Bypass	1	1						
South Fork Rd.	1	1						
Rodman Rd.	1	1						
Millen Rd.	1	1						
New Hope Church Rd.	1	1						
Baton Rouge Rd.	1	1						
Calvary Church Rd.	1	1						
New Hope Church Rd.	1	1						
West End Rd.	1	1						
Stone Rd.	1	1	1					
Landsford Rd.	1	1						
Webber Ave.	1	1	1					
Celsey St.	1	1						

# CHESTER COUNTY COUNCIL MEETING

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

1476 J.A. Cochran Bypass Chester, SC 29706

**Monday, November 15<sup>th</sup>, 2021 at 6:00PM**

### **Agenda**

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
  - a. November 1<sup>st</sup>, 2021 Council meeting.
  - b. November 1<sup>st</sup>, 2021 Special Called Council meeting.
  - c. November 4<sup>th</sup>, 2021 Special Called Council meeting.
- 4. Citizen Comments**
- 5. Public Hearing**
  - a. **3<sup>rd</sup> Reading of 2021-16** Authorizing Funding for One Or More Projects According to The American Recovery Plan Act Of 2021; And Other Related Matters.
  - b. **3<sup>rd</sup> Reading of 2021-17** Amending Ordinance Nos. 2018-5 And 3-19-12a, To Update The Definition Of "Projects" Under an Installment Purchase Plan of Finance; And Other Related Matters.
  - c. **3<sup>rd</sup> Reading of 2021-18** Providing for Excess Funding to Be Used For "Projects" and/or "Capital Projects" As Provided Under Ordinance No. 2019-5, And Other Related Matters.
  - d. **2<sup>nd</sup> Reading of 2021-14** Approving the Execution and Delivery of a Development Agreement Between The County And [Project Winchester]; And Other Related Matters.
- 6. Ordinances/Resolutions/Proclamations**
  - a. **3<sup>rd</sup> Reading of 2021-16** Authorizing Funding for One Or More Projects According to The American Recovery Plan Act Of 2021; And Other Related Matters.
  - b. **3<sup>rd</sup> Reading of 2021-17** Amending Ordinance Nos. 2018-5 And 3-19-12a, To Update The Definition Of "Projects" Under an Installment Purchase Plan of Finance; And Other Related Matters.
  - c. **3<sup>rd</sup> Reading of 2021-18** Providing for Excess Funding to Be Used For "Projects" And/or "Capital Projects" As Provided Under Ordinance No. 2019-5, And Other Related Matters.
  - d. **2<sup>nd</sup> Reading of 2021-20** Ordinance Adopting the 2020-2030 Chester County Comprehensive Plan.



- e. **2<sup>nd</sup> Reading of 2021-13** Approving The Execution And Delivery Of A Project Agreement Between The County And Project Village Drive; And Other Related Matters.
- f. **2<sup>nd</sup> Reading of 2021-14** Approving the Execution and Delivery of a Development Agreement Between The County And [Project Winchester]; And Other Related Matters.
- g. **2<sup>nd</sup> Reading of 2021-21** An Ordinance to Prohibit Truck Traffic on Canal Road.

**7. Old Business**

**a. From CCTC meeting 11-15-2021**

- 1. Action regarding extra allocated money from SCDOT for roads.
- 2. Action taken to reimburse the Road Department for road maintenance in the amount of \$18,093.28 dollars.
- 3. Action taken to reimburse the Recycling Department for recycling material in the amount of \$1259.69.

**8. New Business**

- a. Discussion regarding security at the Magistrate Court on Dawson Drive- Councilman Jordan.
- b. Update on glass, cardboard not being recycled. Councilman Jordan.

**9. Boards and Commissions**

- a. Appointment to the Chester Metropolitan District Commission. - County Council

**10. Executive Session**

- a. To receive legal advice regarding Project 2058. Attorney Winters.
- b. To receive legal advice regarding a contractual matter in the Sheriff's Office. Attorney Winters.
- c. To receive legal advice regarding a personnel matter. Attorney Winters.

**11. Council Actions Following Executive Session**

- a. Action taken regarding legal advice for Project 2058.
- b. Action taken regarding a contractual matter at the Sheriff's Office.
- c. Action taken regarding legal advice of a personnel matter.

**12. Council Comments**

**13. Adjourn**

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.

↓ **\*\*\*PUBLIC NOTICE\*\*\*** ↓

Chester County Council has relaxed some of the COVID measures put into place for personal appearances at County Council meetings but continues to encourage social distancing while in County facilities.

**Guidelines for Addressing Council**

**Citizens Comments:**

- Each citizen will be limited to three minutes

**Public Hearings:**

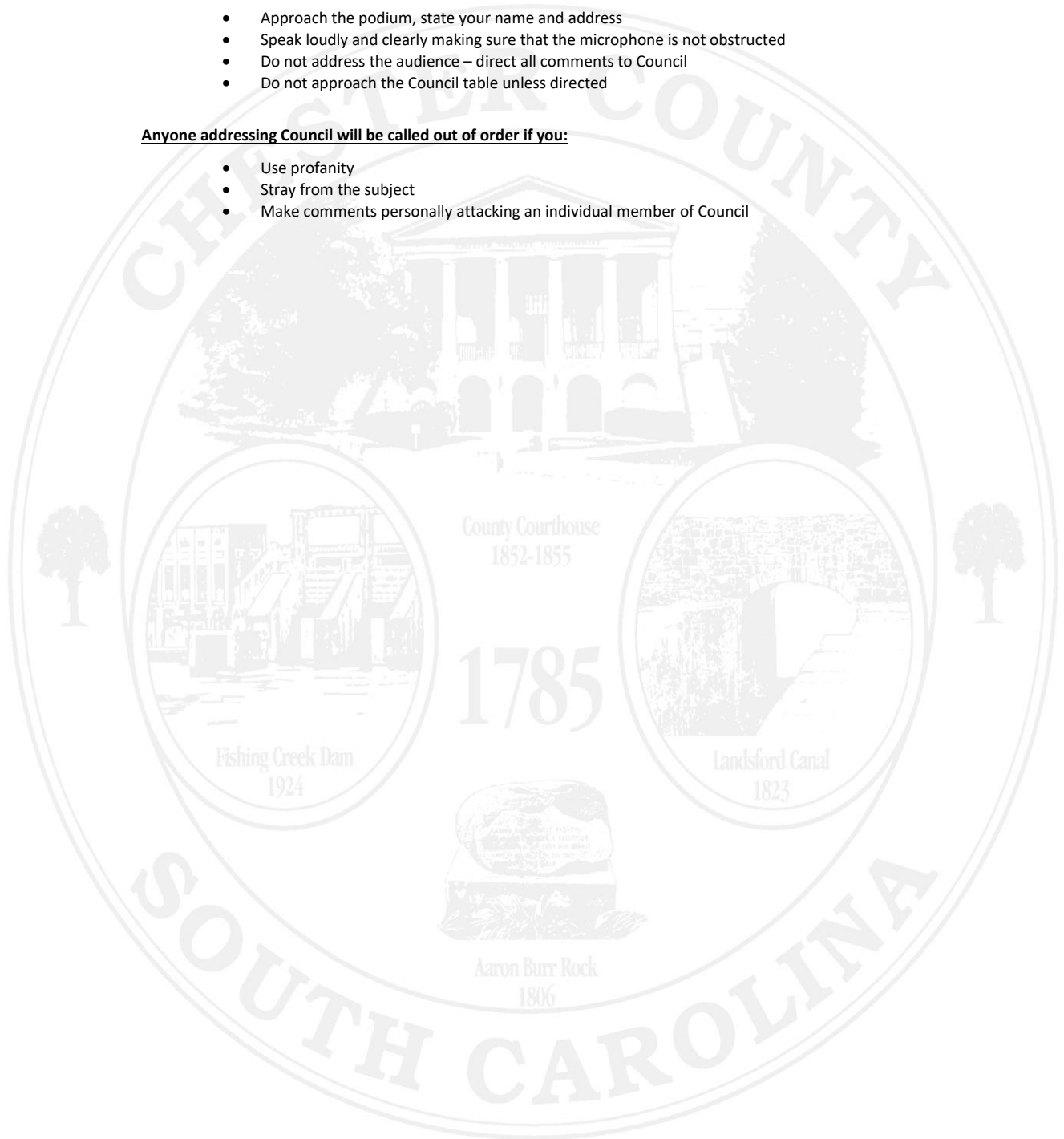
- Each speaker will be limited to a three-minute presentation

**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



# **CHESTER COUNTY COUNCIL MEETING MINUTES**

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

1476 J.A. Cochran Bypass Chester, SC 29706

**Monday, November 1<sup>st</sup>, 2021 at 6:00 PM**

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman William Killian, County Attorney Joanie Winters and Clerk to Council Karen Lee. **Absent:** Councilman Pete Wilson with prior notification.

1. **Call to Order**-Interim Chairman Dr. Frederick called the meeting to order at 6:02 pm.
2. **Pledge of Allegiance and Invocation**- Pledge was recited in unison: Councilwoman Guy gave the invocation.
3. **Approval of Minutes – October 18<sup>th</sup>, 2021, Council Minutes.**  
Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote 5-0 to approve. Councilman Killian was not present for the Oct. 18 meeting and did not vote.
4. **Citizen Comments**  
Steve Bishop spoke in favor of the rezoning request on Village Drive.  
Lawrence Simpson and Gloria Darby asked why the taxes on their homes were high.
5. **Public Hearing**- no one signed up to speak.
  - a. **3<sup>rd</sup> Reading of 2021-6** An Ordinance Authorizing (1) The Execution and Delivery of a Second Amendment To That Certain Special Source Credit Agreement Previously Entered into By And Between Chester County, South Carolina And Insurance Institute for Business and Home Safety: And (2) Other Matters Related Thereto. Interim Chairman Dr. Frederick closed the Public hearing.
6. **Ordinances/Resolutions/Proclamations**
  - a. **3<sup>rd</sup> Reading of 2021-6** An Ordinance Authorizing (1) The Execution and Delivery of a Second Amendment To That Certain Special Source Credit Agreement Previously Entered into By And Between Chester County, South Carolina And Insurance Institute for Business and Home Safety: And (2) Other Matters Related Thereto. Councilman Vaughn motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.
  - b. **1<sup>st</sup> Reading of 2021-20** Ordinance Adopting the 2020-2030 Chester County Comprehensive Plan. Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
7. **Old Business**
  - a. Update to Council approving a bid for a multi-year contract for Preventative Maintenance – Fire Apparatus in the amount of \$29,080.90 dollars. - Procurement Director Susan Cok. Vice Chairman Branham motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.

- b. **3rd Reading of CCMA21-28:** Mattie Howze request Tax Map # 160-00-00-025-000 located at Georgetown Rd, Great Falls SC to be rezoned from R1 (Rural 1) to RG-2 (General Residential). *Planning Commission voted 6-0 to approve. Councilman Vaughn motioned to approve, second by Councilman Killian. Vote 5-0 to approve.*
- c. **3rd Reading of CCMA21-29:** Leonard Stevens Bishop request part of Tax Map # 079-00-00-032-000 located on Village Dr, Chester SC to be rezoned from RG-1 (Multi-family Residential) to LC (Limited Commercial). *Planning Commission voted 6-0 to approve. Councilwoman Guy motioned to approve, second by Councilman Killian. Vote 5-0 to approve.*
- d. **3rd Reading of CCMA21-30:** Nate McDaniel request Tax Map # 060-00-02-010-000 located at 1047 Pinckney Rd, Chester SC to be rezoned from R2 (Rural 2) to ID-3 (General Industrial). *Planning Commission voted 5-1 to approve with a reverter clause once the business is no longer in existence (leveling the lot and removing gravel), it will revert back to R2. Councilman Vaughn motioned to approve with a reverter clause to revert back to R2 once it's finished and add an additional restriction to be put in place that at no time would more than 15 acres be disturbed or active excavation at any given time, second by Councilman Jordan. Vote 5-0 to approve.*

## 8. New Business

- a. Council to authorize Richburg Fire District to apply for a \$10,000 dollar grant from the SC Forestry Commission with a \$5000 dollar match to purchase dual band VHF & 800 Pagers. -Fire Chief John Agee. Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote 5-0 to approve.
- b. Council to consider allowing Richburg Fire District to apply for a loan to purchase a new chassis for a 2006 brush truck and to replace carpet and other maintenance items in the administrative areas in the Richburg Fire Station. Fire Chief John Agee. Vice Chairman Branham motioned to allow the Richburg Fire District to apply for a \$125,000 loan which is to be paid back by that tax district, second by Councilman Vaughn. Vote 5-0 to approve.
- c. Council to approve the bid of Hubbard Heating & Cooling in the amount of \$33,750 dollars for the installation of AC units in the Chester War Memorial Building. Purchasing Director Susan Cok. Councilman Vaughn motioned to approve replacing two of the four AC units, second by Councilman Jordan. Vote 5-0 to approve.
- d. Council to approve the bid of Deployed Logix in the amount of \$27,777.06 dollars for Disaster Preparedness Shelter System. EMS Director Britt Lineberger. Councilwoman Guy motioned to approve \$7000 dollars, second by Vice Chairman Branham. Vote 5-0 to approve.

## 9. Boards and Commissions-None

## 10. Executive Session

Interim Chairman Dr. Frederick asked for a motion to remove items 10.e. and 11.e. from the agenda. Vice Chairman Branham motioned to remove 10.e. and 11.e. from the agenda, second by Councilman Jordan. Vote 5-0 to approve. Councilwoman Guy motioned to go into executive session, second by Councilman Killian. Vote 5-0 to approve.

- a. To receive legal advice regarding Project Winchester. Attorney Winters.
- b. To receive legal advice regarding Project Village Drive. Attorney Winters.

- c. To receive legal advice regarding Project Cheswick. Attorney Winters.
- d. To receive legal advice regarding Project 2169. Attorney Kozlarek.
- e. To receive legal advice regarding Project 2103. Attorney Kozlarek. *Removed from agenda.*
- f. To receive legal advice regarding Project 2043. Attorney Winters.

**11. Council Actions Following Executive Session**

Councilman Jordan motioned to go back to regular session, second by Councilwoman Guy. Vote 5-0 to approve.

- a. Action taken regarding legal advice on Project Winchester. Taken as information only.
- b. Action taken regarding legal advice on Project Village Drive. Taken as information only.
- c. Action taken regarding legal advice on Project Cheswick. Taken as information only.
- d. Action taken regarding legal advice for Project 2169. Taken as information only.
- e. Action taken regarding legal advice for Project 2103. *Removed from agenda.*
- f. Action taken regarding legal advice for Project 2043. Taken as information only.

**12. Council Comments- No comments**

**13. Adjourn-** Councilman Vaughn motioned to adjourn, second by Councilman Jordan. Vote 5-0 to adjourn.

Time: 8:00 PM.

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 SPECIAL CALLED MEETING**

**R. Carlisle Roddey Chester County Government Building**

**1476 J A Cochran Bypass- Council Chambers**

**Monday, November 1<sup>st</sup>, 2021, at 5:00 PM**

### **MINUTES**

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilman William Killian, County Attorney Joanie Winters and Clerk to Council Karen Lee. **Absent:** Councilman Pete Wilson with prior notification. Councilwoman Mary Guy came in late.

1. **Call to Order**-Interim Chairman called the meeting to order at 5:12 pm. He called for a motion to remove agenda item 2.a. and 3.a. and stated they would be discussed during executive session in the regular called meeting. Vice Chairman Branham motioned to approve removing 2.a and 3.a. to the regular called meeting, second by Councilman Killian. Vote 4-0 to approve.
2. **Executive Session**-Councilman Vaughn motioned to go to executive session, second by Councilman Jordan. Vote 4-0 to approve.
  - a. *Receive legal advice regarding Project 2169.- Attorney Kozlarek. Moved to executive session regular called meeting.*
  - b. Receive legal advice regarding Project 2103. Attorney Kozlarek.
3. **Council Actions Following Executive Session**
  - a. Action taken regarding legal advice for Project 2169. *Moved to executive session regular called meeting.*
  - b. Action taken regarding legal advice for Project 2103. Taken as information only.
3. **Adjourn**- Councilman Vaughn motioned to adjourn, second by Councilman Killian. Vote 5-0 to adjourn.

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 SPECIAL CALLED MEETING**

**R. Carlisle Roddey Chester County Government Building**

**1476 J A Cochran Bypass- Council Chambers**

**Thursday, November 4th 2021, at 9:00 AM**

### **MINUTES**

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilman Pete Wilson, County Attorney Joanie Winters and Clerk to Council Karen Lee. Councilwoman Mary Guy came in at 9:07 am. **Absent:** Councilman William Killian without prior notification.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order at 9:05 am.
2. **Executive Session**  
Vice Chairman Branham motioned to go to executive session, second by Councilman Vaughn.  
Vote 4-0 to approve.
  - a. Receive legal advice regarding Project 2177.- Attorney Kozlarek.
3. **Council Actions Following Executive Session**  
Councilman Vaughn motioned to go back to regular session, second by Councilman Wilson.  
Vote 5-0 to approve.
  - a. Action taken regarding legal advice for Project 2177. Taken as information.
4. **Adjourn**  
Councilman Wilson motioned to adjourn, second by Councilman Jordan. Vote 5-0 to adjourn.

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 ORDINANCE NO. 2021-16**

AUTHORIZING FUNDING FOR ONE OR MORE PROJECTS ACCORDING TO THE  
AMERICAN RECOVERY PLAN ACT OF 2021; AND OTHER RELATED MATTERS.

WHEREAS, Chester County has been allocated \$6,253,525.00 according to the American Recovery Plan Act of 2021 (“ARPA Funds”);

WHEREAS, the County intends to expend its ARPA Funds for two County projects in particular amounts and in particular priorities; and

WHEREAS, by this Ordinance, the County intends to authorize such expenditures.

NOW, THEREFORE Chester County, South Carolina, ordains as follows:

**Section 1. Authorization.** In the following priority, the County authorizes the expenditure of (a) not to exceed \$4,000,000 for the Fort Lawn Sewer project to support (i) Project Magma, as contemplated by the Memorandum of Understanding, between Chester County and the Town of Fort Lawn, which is expected to be dated on or about November 1, 2021, and (ii) other development in that region of the County, and (b) all remaining ARPA Funds (until completion of the project) to support the 16<sup>th</sup> project on the County’s 2020 capital project sales and use tax referendum: Countywide Emergency Communications Project.

If any funds remain following the expenditure of ARPA Funds as outlined above, then those funds shall be used to offset additional projects as the County may approve by subsequent ordinance.

**Section 2. General Repealer.** Any prior ordinance, resolution, or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 3. Effective Date.** This Ordinance is effective after its public hearing and third reading.

**CHESTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Interim Supervisor/Chairman, Chester County Council

[SEAL]  
ATTEST:

\_\_\_\_\_  
Clerk to Council, Chester County Council

First Reading:	October 4, 2021
Second Reading:	October 18, 2021
Public Hearing:	November 15, 2021
Third Reading:	November 15, 2021



**CHESTER COUNTY ORDINANCE NO. 2021-17**

AMENDING ORDINANCE NOS. 2018-5 AND 3-19-12A, TO UPDATE THE DEFINITION OF “PROJECTS” UNDER AN INSTALLMENT PURCHASE PLAN OF FINANCE; AND OTHER RELATED MATTERS.

WHEREAS, the Chester County Council enacted Ordinance No. 3-19-12A, on March 19, 2012, a copy of which is attached as Exhibit A (“2012 Ordinance”), authorizing a plan of finance for various capital projects;

WHEREAS, the Chester County Council Enacted Ordinance No. 2018-5, on February 5, 2018, a copy of which is attached as Exhibit B (“2018 Ordinance”), which made amendments to the definition of “Project” as that term had been defined in the 2012 Ordinance;

WHEREAS, the County desires to amend the 2018 Ordinance and 2012 Ordinance to further update the definition of “Projects” to provide for additional capital projects for funding through the installment plan of finance.

NOW, THEREFORE Chester County, South Carolina, ordains as follows:

**Section 1. Amendments.** The 2018 Ordinance and the 2012 Ordinance are amended:

(a) by deleting Section 1(a) of the 2018 Ordinance and Section I(d) in the 2012 Ordinance in their entirety and replacing them with the language contained inside the quotation marks:

“(d) The County has determined to acquire real property in the county and to construct, install, renovate, furnish, equip and make various improvements to the real property for: (i) the projects, as set forth more particularly on Exhibit A, and (ii) other capital projects as determined by the County Supervisor (collectively, (i) and (ii) are “Projects”); the County has determined that it may form and use one or more entities, on the behalf and for the benefit of the County, to accomplish the purposes of this Ordinance (collectively, “Entity”), including the issuance of bonds and the execution and delivery of various documents to effect the transfer of real property interests in the Projects to, or from (or both), the County and other related matters, all intended to accomplish an installment purchase financing.”; and

(b) by deleting Exhibit A to the 2018 Ordinance, and replacing it with a new Exhibit, a copy of which is attached to this Ordinance as Exhibit C.

**Section 2. Chester Facilities Corporation Request.** The County hereby directs the Interim County Supervisor to request the Chester Facilities Corporation (“CFC”) to do all things necessary and proper to reallocate funds from the CFC’s outstanding Installment Purchase Revenue Bonds (Chester County 2018 Projects) Taxable Series 2018, issued June 28, 2018, in the original par amount of \$19,255,000.

**Section 3. General Repealer.** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 4. Savings Clause.** Any actions taken or authorized to be taken under either or both the 2018 Ordinance and/or the 2012 Ordinance are treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, as of the effective date of this Ordinance, and for the enforcement of rights, duties, and liabilities as they stood under the repealed or amended portion of the 2018 Ordinance and/or the 2012 Ordinance.

**Section 5. Effective Date.** Except as otherwise provided in this Ordinance, this Ordinance is effective after its third reading and public hearing.

**ORDINANCE NO. 2021-17**

**CHESTER COUNTY, SOUTH CAROLINA**

---

Interim Supervisor/Chairman, Chester County Council

[SEAL]  
ATTEST:

---

Clerk to Council, Chester County Council

First Reading:           October 4, 2021  
Second Reading:       October 18, 2021  
Public Hearing:           November 15, 2021  
Third Reading:          November 15, 2021

**EXHIBIT A**  
**2012 ORDINANCE**

EXHIBIT A  
ORDINANCE NO. 3-19-12A

CLERK OF COURT  
CHESTER CO S.C.  
2010 FEB 16 P 1:21  
FILED

---

CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO: 03-19-12A

PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, TO BE USED UNDER A PLAN OF INSTALLMENT PURCHASE FINANCING TO FUND ONE OR MORE CAPITAL PROJECTS, INCLUDING FOR A COUNTY CONFERENCE AND EVENT CENTER AND FOR IMPROVEMENTS RELATING TO THE COUNTY COURTHOUSE, THE COUNTY MUSEUM AND THE COUNTY E-911 CENTER; AUTHORIZING THE COUNTY SUPERVISOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; PROVIDING FOR THE CREATION OF ONE OR MORE ENTITIES TO ASSIST IN THE INSTALLMENT PURCHASE FINANCING; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: MARCH 19, 2012

---

FILED  
2018 FEB 16 P 1:21  
CLERK OF COURT  
CHESTER CO S.C.

TABLE OF CONTENTS

Section 1. Findings ..... 1  
 Section 2. Authorization and Details of Bonds and the Projects ..... 2  
 Section 3. Delegation of Certain Details of the Bonds to the County Supervisor ..... 2  
 Section 4. Registrar/Paying Agent ..... 2  
 Section 5. Registration and Transfer ..... 3  
 Section 6. Record Date ..... 3  
 Section 7. Lost, Stolen, Destroyed or Defaced Bonds ..... 3  
 Section 8. Book-Entry Only System ..... 4  
 Section 9. Execution of Bonds ..... 5  
 Section 10. Form of Bonds ..... 5  
 Section 11. Security for Bonds ..... 5  
 Section 12. Exemption from Taxation ..... 5  
 Section 13. Sale of Bonds, Form of Notice of Sale ..... 5  
 Section 14. Deposit and Application of Proceeds ..... 5  
 Section 15. Defeasance ..... 6  
 Section 16. Authority to Issue Bond Anticipation Notes ..... 7  
 Section 17. Details of Bond Anticipation Notes ..... 7  
 Section 18. Security for Bond Anticipation Notes ..... 9  
 Section 19. Tax and Securities Laws Covenant ..... 9  
 Section 20. Building Purchase/Sale and Appropriation of Capital Project Funds ..... 9  
 Section 21. Authorization for County Officials to Execute Documents ..... 9  
 Section 22. Consent to Action by Third Parties ..... 9  
 Section 23. Publication of Notice of Adoption of Ordinance pursuant to Section 11-27-40,  
 Paragraph 8, of the Code of Law of South Carolina, 1976 ..... 10  
 Section 24. Retention of Bond Counsel and Other Suppliers ..... 10  
 Section 25. General Repealer ..... 10

CLERK OF COURT  
 CHESTER CO S.C.  
 2018 FEB 16 P 1:21  
 FILED

AN ORDINANCE

PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, TO BE USED UNDER A PLAN OF INSTALLMENT PURCHASE FINANCING TO FUND ONE OR MORE CAPITAL PROJECTS, INCLUDING FOR A COUNTY CONFERENCE AND EVENT CENTER AND FOR IMPROVEMENTS RELATING TO THE COUNTY COURTHOUSE, THE COUNTY MUSEUM AND THE COUNTY E-911 CENTER; AUTHORIZING THE COUNTY SUPERVISOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; PROVIDING FOR THE CREATION OF ONE OR MORE ENTITIES TO ASSIST IN THE INSTALLMENT PURCHASE FINANCING; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; AND OTHER RELATED MATTERS.

THE CHESTER COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. *Findings.* The County Council ("Council") of the Chester County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each county may incur general obligation bonded indebtedness on such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county ("Bonded Debt Limit").

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended (the same being and hereinafter referred to as the "County Bond Act"), the county council of any county of the State may issue general obligation bonds for any corporate purpose of such county up to any amount not exceeding such county's Bonded Debt Limit.

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended ("Article X Enabling Act"), provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The County has determined to acquire real property in the county and to construct, install, renovate, furnish, equip and make various improvements to the real property for: (i) a county conference

FILED

2010 FEB 16 P 1:22

CLERK OF COURT  
CHESTER CO S.C.

and event center, (ii) the existing county courthouse, (iii), the existing county museum, (iv) the existing county E-911 center, (v) other capital projects (collectively, "Projects"); the County has determined that it may form and use one or more entities, on the behalf and for the benefit of the County, to accomplish the purposes of this Ordinance (collectively, "Entity"), including the issuance of bonds and the execution and delivery of various documents to effect the transfer of real property interests in the Projects to, or from (or both), the County and other related matters, all intended to accomplish an installment purchase financing.

(e) The assessed valuation of all property in the County as of March 1, 2012 (unaudited), for purposes of computation of the Bonded Debt Limit, is not less than \$96,997,785. Eight percent of this assessed valuation is \$7,759,823 ("County's Bonded Debt Limit"). As of March 1, 2012 (unaudited), the County has outstanding no more than \$3,008,578 of general obligation indebtedness subject to the County's Bonded Debt Limit. As of the adoption of this Ordinance, the difference between the County's Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the County's Bonded Debt Limit is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$4,751,245.

(f) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more general obligation bonds of the County, pursuant to the provisions of the Constitution and laws of the State of South Carolina in the aggregate principal amount not to exceed the County's Bonded Debt Limit for the purpose of: (i) funding the Projects, including by refunding any existing indebtedness related to the Projects; (ii) funding the acquisition of an interest in the Projects, if held by the Entity; (iii) providing for capitalized interest, if any, on the Bonds or BANs; (iv) defraying additional costs of the Projects; and (v) paying the costs of issuance related to the Bonds or BANs (defined below).

**SECTION 2. Authorization and Details of Bonds and the Projects.** Pursuant to the Constitution and laws of the State of South Carolina, the County is authorized to issue not exceeding the County's Bonded Debt Limit in general obligation bonds of the County to be designated "General Obligation Bonds of Chester County, South Carolina" ("Bonds") for the purposes set forth in Section 1(f). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully-registered bond; dated the date of their delivery or such other date as may be selected by the County Supervisor; may be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the County Supervisor; and shall mature as determined by the County Supervisor.

**SECTION 3. Delegation of Certain Details of the Bonds to the County Supervisor.** The Council expressly delegates to the County Supervisor determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs) and whether to issue BABs, or other bonds as provided by any state or federal economic recovery or "stimulus" laws. The County Supervisor is further directed to consult with the County's bond counsel in making any such decisions.

**SECTION 4. Registrar/Paying Agent.** Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The County Treasurer's Office or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds ("Registrar/Paying Agent") and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

FILED  
2010 FEB 16 P 1:22  
CLERK OF COURT  
CHESTER CO S.C.



**SECTION 5. Registration and Transfer.** The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

**SECTION 6. Record Date.** The County establishes a record date ("Record Date") for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

**SECTION 7. Lost, Stolen, Destroyed or Defaced Bonds.** In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

3

8

FILED

2010 FEB 16 P 1:22

CLERK OF COURT  
CHESTER CO S.C.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

**SECTION 8. Book-Entry Only System.**

(a) Notwithstanding anything to the contrary herein, so long as the Bond is being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bond will be effected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bond will be The Depository Trust Company ("DTC"), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." The Bond shall be registered in the name of Cede & Co., as the Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) As long as a book-entry system is in effect for the Bond, the Securities Depository Nominee will be recognized as the holder of the Bond for the purposes of (i) paying the principal, interest and premium, if any, on such Bond, (ii) if the Bond is to be redeemed in part, selecting the portions of such Bond to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bond, and (v) requesting any consent or other action to be taken by the holder of such Bond, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bond which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bond.

(d) The County shall pay all principal, interest and premium, if any, on the Bond issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bond, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bond.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bond, or that the interests of the beneficial owners of the Bond may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall appoint a Registrar/Paying Agent which shall authenticate, register and deliver physical certificates for the Bond in exchange for the Bond registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bond discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bond by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bond, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

FILED  
FEB 16 P 1:22  
CLERK OF COURT  
CHESTER CO S.P.

**SECTION 9. Execution of Bonds.** The Bonds shall be executed in the name of the County with the manual or facsimile signature of the County Supervisor and attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

**SECTION 10. Form of Bond.** The Bonds shall be in the form as determined by the County Supervisor under Section 3.

**SECTION 11. Security for Bond.** The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

**SECTION 12. Exemption from Taxation.** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

**SECTION 13. Sale of Bond, Form of Notice of Sale.** The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Supervisor may determine, using a Notice of Sale or other similar Notice, as the County Supervisor may determine.

**SECTION 14. Deposit and Application of Proceeds.** It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the County and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs and to defray the costs of the Project. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray Project costs or, if not so required, to pay principal on the Bonds.

FILED

2018 FEB 16 P 1:22

CLERK OF COURT  
CHESTER CO S.C.

**SECTION 15. *Defeasance.***

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the County is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) ("Escrow Agent") shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the County shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series of bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

FILED

2018 FEB 16 P 1:22

CLERK OF COURT  
CHESTER CO. S. Ct.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (i).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

**SECTION 16. Authority to Issue Bond Anticipation Notes.** If the County Supervisor should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code ("BAN Act") rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Supervisor is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the County Supervisor should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Supervisor is requested to continue the issuance of BANs until the County Supervisor determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

**SECTION 17. Details of Bond Anticipation Notes.** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the County Supervisor and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Supervisor.

(b) The BANs shall be numbered from one upwards for each issue and shall be in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the County or, at the option of the County, by the purchaser thereof.

The BANs also may be issued as one or more fully registered "draw-down" style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash

FILED  
2018 FEB 16 P 1:22  
CLERK OF COURT  
CHESTER CO S.C.

needs of the County, as shall be determined by the County Supervisor. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The County Supervisor is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the County Supervisor under Section 3.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully-registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully-registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such

§

FILED

2010 FEB 16 P 1:22

CLERK OF COURT  
CHESTER CO. S.C.

Ordinance. All BANs in fully-registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

**SECTION 18. Security for Bond Anticipation Notes.** For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

**SECTION 19. Tax and Securities Laws Covenants.**

(a) The County covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be "arbitrage bonds," as defined in the Code, and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

**SECTION 20. Building Purchase/Sale and Appropriation of Capital Project Funds.** The Council authorizes the County Supervisor, Clerk to County Council and other County Officials to negotiate in good faith to purchase, sell and develop the real property on which the Projects are to be located; to appropriate funds from the capital projects, or other similar, fund for the purchase, sale and development of the Projects; take all steps reasonably necessary and proper to purchase, sell and develop the Projects. Further, the County Supervisor (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents, including purchase-sale agreements, option contracts, deeds or other similar agreements, as the County Supervisor (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance, and assist in purchasing, selling and developing the Projects.

Further, the County shall retain 100% of each FILOT Payment derived from the transactions contemplated by Chester County Ordinance Nos.: (a) 10-5-9D, (b) 3-7-11C, (c) 2-06-12, and (d) 2-20-12A (collectively, (a)-(d), each, "FILOT Payment"), and shall deposit each FILOT Payment, net of any portion due either: (i) a partner county, or (ii) the company as a credit (each, "Net FILOT Payment"), with the Trustee, as contemplated under the Installment Purchase and Use Agreement, for the purpose of (a) making the Base Payment due in that fiscal year and (b) prepaying the Installment Payments according to Installment Purchase and Use Agreement.

Further, the County Supervisor (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to provide for the annual appropriation of the (a) County's portion of the Annual State Accommodations Tax, as authorized by South Carolina Code Annotated sections 12-36-920, and (b) Annual Local Accommodations Tax, as authorized by South Carolina Code Annotated

FILED  
2010 FEB 16 P 1:22  
CLERK OF COURT  
CHESTER CO S.C.

section 6-1-500 through -570, and to provide for these funds to be treated as directed by the Installment Purchase and Use Agreement.

Further, the County Supervisor (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to provide for the annual appropriation of the revenues generated by the Projects and to provide for these funds to be treated as directed by the Installment Purchase and Use Agreement.

**SECTION 21. Authorization for County Officials to Execute Documents.** The Council authorizes the County Supervisor, Clerk to County Council and other County Officials to execute and consent to such documents and instruments, including, e.g., purchase-sale agreements, option contracts, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds, and any documents related to the transfer to, or acquisition from (or both), the Projects, and the issuance of installment purchase revenue bonds by the Entity.

**SECTION 22. Consent to Actions by Third Parties.** The Council authorizes the creation of the Entity and the undertakings by the Entity on behalf of the County regarding the Projects and the issuance by the Entity of its own installment purchase revenue bonds, including the form of those bonds. Further, the Council acknowledges that the initial board of directors of the Entity is anticipated to have no more than five members and shall be appointed by the incorporator. The Council consents to and approves the issuance, sale, execution and delivery of installment purchase revenue bonds by the Entity, in one or more series of taxable or tax-exempt obligations, in an amount or amounts to be set pursuant to a resolution to be adopted by the board of directors of the Entity, to provide for the payment of the costs of the Projects and the costs of issuance and all expenses in connection therewith. The Council also agrees to accept the Projects at such time as the bonds issued by the Entity mature or are defeased.

**SECTION 23. Publication of Notice of Adoption of Ordinance pursuant to Section 11-27-40, paragraph 8, of the Code of Laws of South Carolina, 1976.** Pursuant to the provisions of Section 11-27-40 of the Code, the County Supervisor, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

**SECTION 24. Retention of Bond Counsel and Other Suppliers.** The Council authorizes the County Supervisor to retain the law firm of Parker Poe Adams & Bernstein LLP, as its bond counsel, and the firm of Merchant Capital, LLC, as its underwriter, in connection with the issuance of the Bonds.

The Council further authorizes the County Supervisor to enter into such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bond as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however, the County Supervisor is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bond or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

**SECTION 25. General Repealer.** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

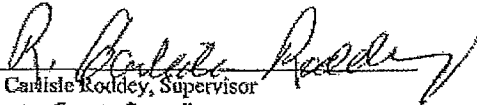
FILED

2018 FEB 16 P 1:22

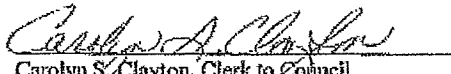
CLERK OF COURT  
CHESTER CO S.C.



CHESTER COUNTY, SOUTH CAROLINA

  
R. Carlisle Roddey, Supervisor  
Chester County Council

(SEAL)  
ATTEST:

  
Carolyn S. Clayton, Clerk to Council  
Chester County Council

First Reading: February 20, 2012  
Second Reading: March 5, 2012  
Public Hearing: March 5, 2012  
Third Reading: March 19, 2012

11

16

FILED  
2012 FEB 16 P 1:22  
CLERK OF COURT  
CHESTER CO S.C.

EXHIBIT B  
EXHIBIT A  
PROJECTS

County conference and event center (known as the Chester County Gateway)  
County courthouse  
County museum  
County E-911 center  
County investment (spec) building  
County hazard materials building  
Additional industrial/commercial property and development  
Infrastructure related to each of these projects

CLERK OF COURT  
CHESTER CO S.C.

2018 FEB 16 P 1:23

FILED

**EXHIBIT C**  
**FORM OF APPROVING RESOLUTION**

**SOUTH CAROLINA**                    )  
  )  
**CHESTER COUNTY**                    )

**A RESOLUTION OF**  
**CHESTER COUNTY, SOUTH CAROLINA**

**CONFIRMING AN AMENDMENT TO THE INSTALLMENT PURCHASE PLAN OF FINANCE RELATING TO VARIOUS CAPITAL PROJECTS IN THE COUNTY; AND OTHER RELATED MATTERS.**

WHEREAS, Chester Facilities Corporation, a South Carolina nonprofit corporation (“Corporation”) was previously formed solely for the purpose of supporting the governmental mission and certain activities of Chester County, South Carolina (“County”);

WHEREAS, pursuant to Ordinance No. 3-19-12A (“2012 Ordinance”), enacted on March 19, 2012, the County authorized an installment purchase revenue plan of finance for various capital projects in the County;

WHEREAS, pursuant to the 2012 Ordinance, the Corporation previously issued its Installment Purchase Revenue Bonds, Series 2012, in the aggregate principal amount of \$6,385,000 (“2012 Bonds”), for the purpose of defraying the costs of constructing, acquiring, equipping, renovating and expanding the 2012 Projects, as defined in the Trust Agreement between the Corporation and Regions Banks, as Trustee, dated April 10, 2012 (“Trust Agreement”);

WHEREAS, the County makes Base Payments, as defined in the Installment Purchase Use Agreement between the Corporation and the County dated April 10, 2012 (“Installment Agreement”), to the Corporation for the annual use and incremental purchase of the 2012 Projects;

WHEREAS, the Corporation has determined that it may achieve either (a) debt service savings or (b) a restructuring of the use of some or all of the 2012 Projects, by refunding all or a portion of the 2012 Bonds (“Transaction”);

WHEREAS, to effect the Transaction, the Corporation has requested the County (i) enter (A) amendments or supplements to the Installment Agreement and the Base Lease and Conveyance Agreement between the County and the Corporation (“Base Lease,” together with the Installment Agreement, “Financing Documents”) or (B) restated Financing Documents; (ii) consent to the Corporation entering a supplemental or restated Trust Agreement with the Trustee by which the Corporation will issue its installment purchase revenue bonds, series 2018 in one or more taxable or tax-exempt series (“2018 Bonds”); and (iii) authorize other actions as may be necessary or desirable to effect the Transaction;

WHEREAS, the County enacted Ordinance No. [] on February 5, 2018 (“2018 Ordinance”) amending the definition of the “Projects” (“2018 Facilities”), which will be subject to the Financing Documents, and certain additional facilities which are not subject to the Installment Agreement (“Ancillary Projects”); and

WHEREAS, the County intends this Resolution to satisfy the requirements of Section 2 of the 2018 Ordinance.

NOW, THEREFORE, the Chester County Council resolves:

CLERK OF COURT  
JANUARY 19 P 1:23  
FILED

**ARTICLE I**  
**AUTHORIZATION OF AND CONSENT TO AMENDED FINANCING DOCUMENTS**

**SECTION 1.01. *Base Lease and Purchase and Use Agreement.*** The County is authorized to enter amendments or supplements to or restated Financing Documents with the Corporation to effect the Transaction. The County Supervisor (“Supervisor”), and designees, are authorized to negotiate and approve the form, terms and provisions of the amendments or restatements of the Financing Document on behalf of the County and the Supervisor and Clerk to County Council (“Clerk”) are authorized to execute the amendments or restatements on behalf of the County and deliver the same to the Corporation.

**SECTION 1.02. *Consent to Trust Agreement.*** Council consents to the Corporation’s execution of a supplemental or restated Trust Agreement pursuant to which the Corporation will issue the 2018 Bonds to effect the Transaction.

**ARTICLE II**  
**CONSENT TO SALE OF THE 2018 BONDS; USE OF PROCEEDS**

**SECTION 2.01. *Official Statement.*** The County acknowledges and consents to the Corporation’s preparation, distribution, and use of a preliminary Official Statement, which may include certain information and data relating to the County, in connection with the offer and sale of the 2018 Bonds. After the acceptance of an offer to purchase the 2018 Bonds, the County acknowledges and consents to the Corporation’s preparation, distribution, and use of a final Official Statement. The Supervisor is authorized to deem “final” the preliminary Official Statement, and any amendments or supplements, for purposes of S.E.C. Rule 15c2-12. The County approves and consents to the execution and delivery by the Corporation and the Supervisor, or either of them acting alone, of a final Official Statement.

**SECTION 2.02. *Bond Sale.*** The County acknowledges that the Corporation may engage appropriate professionals to assist the Corporation in arranging for the placement, distribution and sale of the 2018 Bonds and consents to the Corporation’s engagement of those professionals and the execution of documents necessary or desirable to effect the placement, distribution, and sale of the 2018 Bonds.

**SECTION 2.03. *Use of Bond Proceeds.*** The County acknowledges that the proceeds of the 2018 Bonds, net of original issue discount or premium and underwriter’s discount, will be applied to (i) provide the amounts necessary to pay the costs of the 2018 Facilities and the 2018 Ancillary Projects (including capitalized interest with respect to both) (ii) refund all or a portion of the 2012 Bonds, (iii) provide for reserve funds to further secure the 2018 Bonds, which may be made by surety bond or other financial guaranty, (iv) pay the premium of any municipal bond insurance policy issued in connection with the 2018 Bonds, and (v) pay costs of issuance of the 2018 Bonds. The County authorizes the Supervisor, and designees, to work with the Corporation to determine and fix any details of the 2018 Bonds as may be necessary or desirable to effect the Transaction.

**ARTICLE III**  
**GENERAL AUTHORIZATION**

**SECTION 3.01. *General Authorization.*** The Supervisor and the Clerk, and their designees, are authorized to execute and deliver whatever documents and take whatever actions are necessary or desirable to effect the Transaction, and the intent of this Resolution.

**SECTION 3.02. *Financing Terms and Professionals.*** The County consents to the retention by the Corporation of Parker Poe Adams & Bernstein LLP, as bond counsel, disclosure, special tax, and issuer’s counsel, and Stifel, Nicolaus & Company, Incorporated, as underwriter/placement agent, in connection with the issuance and sale of the 2018 Bonds. The Supervisor, and designees, are authorized to hire other

2018 FEB 15 PM 1:23  
OFFICE OF THE CLERK  
COUNTY OF ST. LOUIS

professionals, including other financial professionals and legal counsel, as may be required to facilitate the issuance of the 2018 Bonds and the execution of the amended or restated Financing Documents.

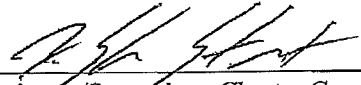
**SECTION 3.03. Effective Date.** This Resolution is immediately effective and no further authorization is required to execute and deliver all documents necessary or desirable to effect the sale, issuance and delivery of the 2018 Bonds. This Resolution satisfies the requirements of Section 2 of the 2018 Ordinance. This Resolution shall be construed liberally to effect the County Council's intent.

[SIGNATURE PAGE FOLLOWS]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CLERK OF COURT  
CHESTER CO. SOC.  
2018 FEB 16 P 1:23  
**FILED**

Adopted: [], 2018.

**CHESTER COUNTY, SOUTH CAROLINA**

By:   
Chairman/Supervisor, Chester County Council

[SEAL]  
ATTEST:

  
Clerk to Council, Chester County Council

CLERK OF COURT  
CHESTER, S.C.

2010 FEB 16 P 1:23

**FILED**

**ORDINANCE NO. 2021-17**

**EXHIBIT B**  
**2018 ORDINANCE**

**CHESTER COUNTY ORDINANCE NO. 2018-5**

TO AMEND ORDINANCE NO. 3-19-12A, TO UPDATE THE DEFINITION OF "PROJECTS"; AND OTHER RELATED MATTERS.

WHEREAS, the Chester County Council enacted Ordinance No. 3-19-12A, on March 19, 2012, a copy of which is attached as Exhibit A ("2012 Ordinance"), authorizing a plan of finance for various capital projects; and

WHEREAS, the County desires to amend the 2012 Ordinance to update the definition of "Projects" (as that term is defined in the 2012 Ordinance) to provide for additional capital projects, which the County may fund through the plan of finance.

NOW, THEREFORE Chester County, South Carolina, ordains as follows:

**Section 1. Amendment to the 2012 Ordinance.** The 2012 Ordinance is amended:

(a) by deleting Section 1(d) in its entirety and replacing it with the language contained inside the quotation marks:

"(d) The County has determined to acquire real property in the county and to construct, install, renovate, furnish, equip and make various improvements to the real property for: (i) the projects, as set forth more particularly on Exhibit A, and (ii) other capital projects as determined by the County Supervisor (collectively, (i) and (ii) are "Projects"); the County has determined that it may form and use one or more entities, on the behalf and for the benefit of the County, to accomplish the purposes of this Ordinance (collectively, "Entity"), including the issuance of bonds and the execution and delivery of various documents to effect the transfer of real property interests in the Projects to, or from (or both), the County and other related matters, all intended to accomplish an installment purchase financing."; and

(b) by adding Exhibit A, a copy of which is attached to this Ordinance as Exhibit B.

**Section 2. Condition Precedent.** The County shall not implement any changes to the plan of finance described in the 2012 Ordinance until County Council approves a resolution, attached in substantially final form, as Exhibit C.

**Section 3. General Repealer.** Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 4. Savings Clause.** Any actions taken or authorized to be taken under the 2012 Ordinance are treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, as of the effective date of this Ordinance, and for the enforcement of rights, duties, and liabilities as they stood under the repealed or amended portion of the 2012 Ordinance.

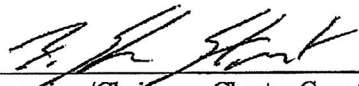
**Section 5. Effective Date.** Except as otherwise provided in this Ordinance, this Ordinance is effective after its third reading and public hearing.

[SIGNATURE PAGE FOLLOWS]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

FILED  
2018 FEB 16 P 1:21  
CLERK OF COURT  
CHESTER CO S.C.



CHESTER COUNTY, SOUTH CAROLINA

By:   
Supervisor/Chairman, Chester County Council

[SEAL]  
ATTEST:

  
Clerk to Council, Chester County Council

First Reading: December 19, 2017  
Second Reading: January 16, 2018  
Public Hearing: February 5, 2018  
Third Reading: February 5, 2018

FILED  
2018 FEB 16 P 1:21  
CLERK OF COURT  
CHESTER CO S.C.

**EXHIBIT C  
“EXHIBIT A  
PROJECTS”**

County conference and event center (known as the Chester County Gateway)  
County courthouse  
County museum  
County E-911 center  
County investment (spec) building not to exceed an expenditure of \$1,000,000  
County hazard materials building  
Additional industrial/commercial property and development  
Infrastructure related to each of these projects  
County-wide emergency radio system  
County animal shelter  
North Chester fire substation  
Lewis fire substation (South Fork)  
Rodman park improvements”

**CHESTER COUNTY ORDINANCE NO. 2021-18**

PROVIDING FOR EXCESS FUNDING TO BE USED FOR “PROJECTS” AND/OR  
“CAPITAL PROJECTS” AS PROVIDED UNDER ORDINANCE NO. 2019-5; AND  
OTHER RELATED MATTERS.

WHEREAS, the Chester County Council (“County Council”) enacted Ordinance No. 2019-5, on June 15, 2020 (“2019 Ordinance”), authorizing, among other things, the imposition of and expenditure from a capital project sales and use tax to fund “projects” and/or “capital projects,” as described in the 2019 Ordinance and in the Capital Project Sales Tax Act, located in South Carolina Code Annotated section 4-10-300, *et seq.* (collectively, “Act”);

WHEREAS, the Act provides the County Council with the authority to expend amounts collected in excess of amounts necessary to complete (as described in the approving referendum) funding for projects listed in the approving referendum to be used to complete projects for which the tax is imposed; and

WHEREAS, by this Ordinance, the County Council intends to authorize such funding.

NOW, THEREFORE Chester County, South Carolina, ordains as follows:

**Section 1. Amendments.** The County Council authorizes amounts collected in excess of amounts necessary to complete (as described in the approving referendum) funding for Project 1: Lewis Fire Department South Fork Substation, Project 2: North Chester Fire Department Substation, Projects 3/6 Rodman Sports Complex Improvements, and Project 16: Countywide Emergency Communications Project, to be used to provide additional funding for these projects, provided, however, that, to the extent funding to complete a project is sourced from other monies, then (a) no funding shall come from the tax and/or (b) funding from the tax previously expended shall be reimbursed to the tax fund from the alternate source.

**Section 2. General Repealer.** Any prior ordinance, resolution, or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 3. Savings Clause.** Any action taken or authorized to be taken under the 2019 Ordinance is treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, as of the effective date of this Ordinance, and for the enforcement of rights, duties, and liabilities as they stood under the repealed or amended portion of the 2019 Ordinance.

**Section 4. Effective Date.** This Ordinance is effective after its public hearing and third reading.

**CHESTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Interim Supervisor/Chairman, Chester County Council

[SEAL]  
ATTEST:

\_\_\_\_\_  
Clerk to Council, Chester County Council

First Reading:           October 4, 2021  
Second Reading:       October 18, 2021  
Public Hearing:         November 15, 2021  
Third Reading:         November 15, 2021



PUBLIC SERVICES & FACILITIES



ECONOMIC DEVELOPMENT



HOUSING

**DRAFT**

# Chester County

## Comprehensive Plan 2020-2030



# TABLE OF CONTENTS

CHAPTER 1 INTRODUCTION .....	5
CHAPTER 2 EXISTING CONDITIONS .....	6
CHAPTER 3 DEMOGRAPHICS .....	8
POPULATION.....	8
DIVERSITY .....	8
AGE .....	9
HOUSEHOLDS .....	11
INCOME.....	12
HOUSING .....	13
BUILDING PERMITS.....	14
CHAPTER 4 EDUCATION .....	15
CHAPTER 5 ECONOMIC CONDITIONS.....	18
CHAPTER 6 COMMUNITY ASSETS AND FACILITIES .....	20
CHAPTER 7 INFRASTRUCTURE.....	21
WATER AND SEWER UTILITIES .....	21
CHAPTER 8 PUBLIC SAFETY .....	23
FIRE AND EMERGENCY MEDICAL SERVICES (EMS) .....	23
SHERIFF.....	25
CHAPTER 9 LAND USE .....	26
CHAPTER 10 TRANSPORTATION.....	29
ROAD NETWORK.....	29
TRAFFIC COUNTS.....	30
ROAD IMPROVEMENTS .....	31
RAIL SERVICE.....	32
TRANSIT SERVICES .....	34
BICYCLE & PEDESTRIAN FACILITIES .....	35

CHAPTER 11 PUBLIC ENGAGEMENT – PLAN 4 CHESTER .....	37
PUBLIC ENGAGEMENT TIMELINE .....	38
PUBLIC ENGAGEMENT – COMMUNITY SURVEY .....	39
PUBLIC ENGAGEMENT – CHESTER TALK BACK SESSIONS .....	41
PUBLIC ENGAGEMENT – COMMUNITY DROP-INS .....	42
CHAPTER 12 STRATEGIC ACTION PLAN .....	43
CHAPTER 13 REGIONAL PLANNING .....	44
CHAPTER 14 THEMES .....	46
HOUSING .....	47
ECONOMIC DEVELOPMENT .....	49
PUBLIC FACILITIES AND SERVICES .....	53
FUTURE LAND USE PLAN .....	56
COMMUNITY TYPES .....	58
PRIORITY INVESTMENT PLAN .....	62

## CHAPTER 1 INTRODUCTION

The **Chester County Comprehensive Plan 2019-2029** is organized into three sections that collectively encompass the intent and requirements prescribed by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended.

- Existing Conditions: the thorough documentation of historical trends and data provides a snapshot of Chester County which provides background and context for the other two sections.
- Public Engagement: the permanent record of efforts to engage the community so that this plan reflects local values.
- Strategic Action Plan: a focused plan of action for improving, protecting, and enhancing the livability of Chester County.

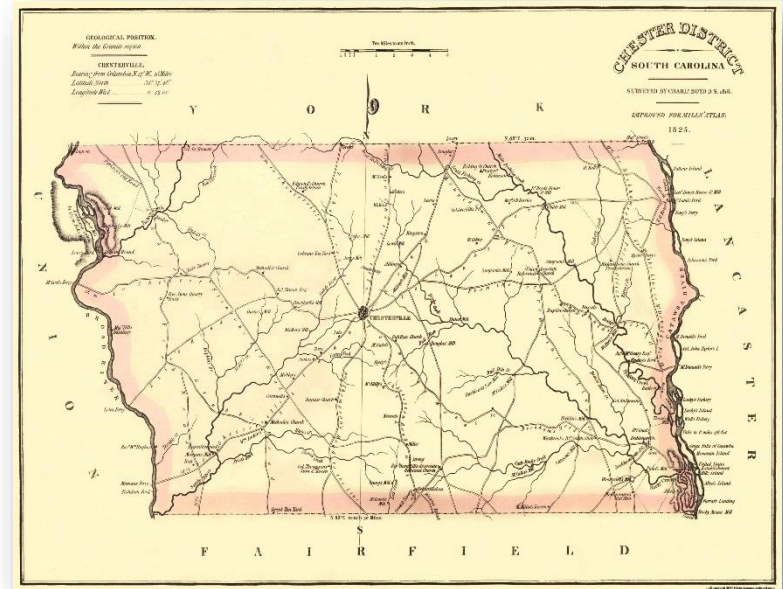


This format is a departure from the conventional practice of having individual elements that cover particular topics such as Population, Housing, or Transportation. This plan's organization is intended to facilitate an action-oriented approach centered on three key themes—Housing, Economic Development, and Public Facilities & Services—with specific policies, projects, or services that can be started as soon as partners and resources are identified. Likewise, the number of action items, and timeframes for implementation have been adjusted to encourage completion so that new opportunities and items can be added in future years.



## CHAPTER 2 EXISTING CONDITIONS

The following description of Chester County's Existing Conditions provides a context for the plan's recommendations. This collection of data and analysis is a tool to educate community residents on the current status and needs of the county. A sound information base establishes a foundation to measure the extent of resources that are necessary to address the needs of the county. The information presented in this document was drawn from a variety of sources including community stakeholders and county representatives as well as data sources such as ESRI and US Census Bureau.



### County Historical Context



Map courtesy of I-77 Alliance

Chester County, South Carolina, had its beginning in 1750 when the Scots-Irish from Pennsylvania and Virginia settled on Rocky Creek and Fishing Creek. The area that is Chester County today was originally part of Craven County, one of the three original counties established by the Lords Proprietor of the English colony of Carolina in 1682. In 1785, the state was divided into 37 judicial districts and Chester County came into existence.

Chester was one of seven counties created in 1785 from the old Camden Judicial District. Situated in the rolling hills of South Carolina's eastern Piedmont, Chester County is bound on the east by the Catawba River and on the west by the Broad River. The County is unique because its borders have never been altered, and its distinct rectangular shape is unique among South Carolina counties.



Chester County Courthouse  
Photo Credit: U.S. National Register of Historic Places



Chester County Transportation Museum  
Photo Credit: Joseph C. Henson Photography



Catholic-Presbyterian Church:  
Photo Credit: South Carolina Department of Archives and History.



Landsford Canal State Park  
Photo Credit: Trover

# CHAPTER 3 DEMOGRAPHICS

## POPULATION

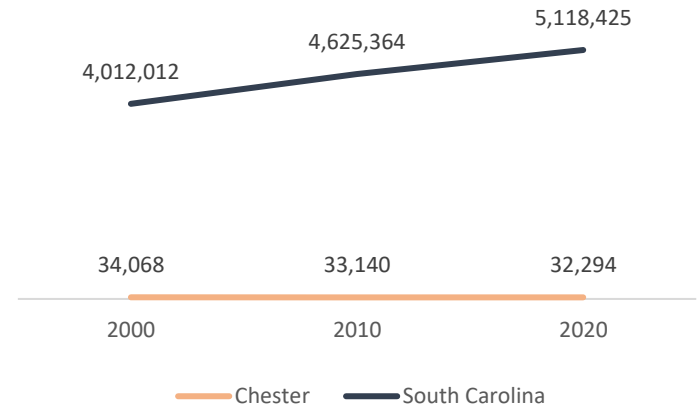
- Chester County's population peaked during the 2000 Census at 34,068 people. In 2010 Chester County's population decreased by 2.7% to 33,140. By 2020, the estimated population decreased again slightly by 2.6% to 32,294 people. However, with the Knight's Bridge, Walker's Mill, and other housing development construction underway, Chester County is expecting to experience sustained growth in the next planning period.
- While Chester County decreased in population by 5.21% since 2000, statewide, South Carolina experienced a 27.6% increase in population, growing by 1,106,413 people between 2000 and 2020.
- Chester County municipalities have also experienced a slight decline in population over the 2000 and 2010 Censuses. Thus, the declining population is indicative of both incorporated and unincorporated areas of the County. However, with projected new growth in the Exit 65 area, the new residents moving in to the area should reverse this towards a positive trend.
- Between 2000 and 2019, the City of Chester's population declined by 13.6%, Great Falls by 9.8%, Lowrys by 6.8%, and Richburg by 21.7%. Fort Lawn increased its population by 3.0%. It is important to note that with small population sets, even the smallest change in population may show an exaggerated positive or negative impact.

## DIVERSITY

- Chester County's population is primarily comprised of two racial groups, white and black. The 2020 Census, racial demographics indicate that 58.1% of the population identify as white alone, 35.1% identify as black, 4.5% identify as being of mixed race, and 1.5% of the population was identified as being of another race.

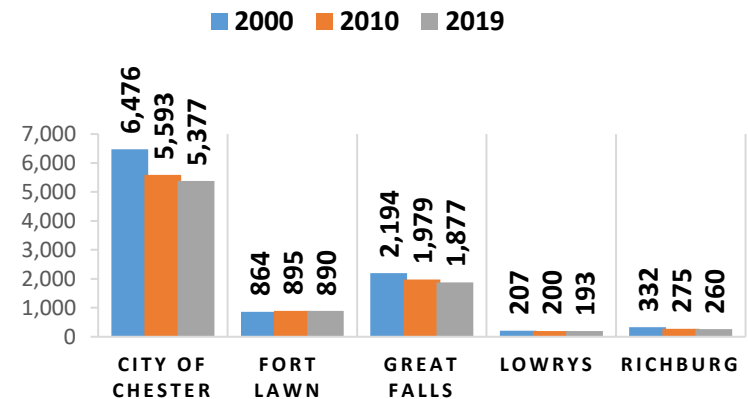
Note: At the time of publishing limited release of 2020 census data had occurred.

### POPULATION 2000-2020



Source: US Census Bureau and American Community Survey

### MUNICIPAL POPULATION CHANGE, 2000-2019



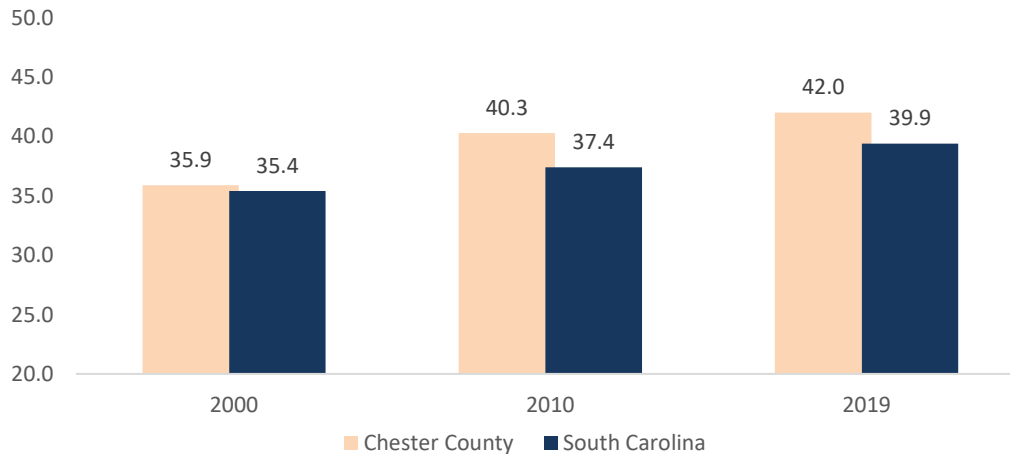
Source: US Census Bureau and American Community Survey

## AGE

- In 2000, Chester County primarily had the same age cohorts as the state. The largest discrepancy in age statistics was the 5-19 (1.3% higher) and 20-64 age cohorts (2.0% lower).
- In 2019, Chester's age ages 20-64 cohorts continued to mirror South Carolina's by increased by 3.6%; individuals 65 years of age and older increased by 4.2%.

**Note: At the time of publishing limited release of 2020 census data had occurred.**

### Median Age, 2000-2019



Source: US Census 2000, 2010, and 2019

## AGE COHORTS

2000		
Age	Chester County	South Carolina
< 5	6.7%	6.6%
5-19	23.0%	21.7%
20-64	57.6%	59.6%
65+	12.7%	12.1%
2010		
Age	Chester County	South Carolina
<5	5.7%	6.6%
5-19	21.2%	20.3%
20-64	53.0%	59.9%
65+	14.0%	13.2%
2019		
Age	Chester County	South Carolina
<5	5.6%	5.8%
5-19	19.6%	19.1%
20-64	56.6%	57.9%
65+	18.2%	17.2%

Source: US Census 2000, 2010, and 2019 American Community Survey

- Chester County's median age increased from 35.9 in 2000 to 42 in 2019.
- In 2000, 9.7% of Fort Lawn's individuals were under 5 years of age, the highest of all county municipalities. Fort Lawn also had the highest percentage of individuals ages 20-64 at 60.4%.
- By 2019, Lowrys had the most individuals above age 65 at 21.5%.
- In 2010, Chester had the highest percentage of individuals ages 20-64 at 64.2%.
- Fort Lawn saw the largest increase of senior citizens with the total amount rising by 10.9% during the decennial census period.
- In 2019, Great Falls had the highest percentage of individuals under 5 years old with 12.8%.
- Lowrys experienced the largest increase in median age between 2000 and 2019 at 24%.

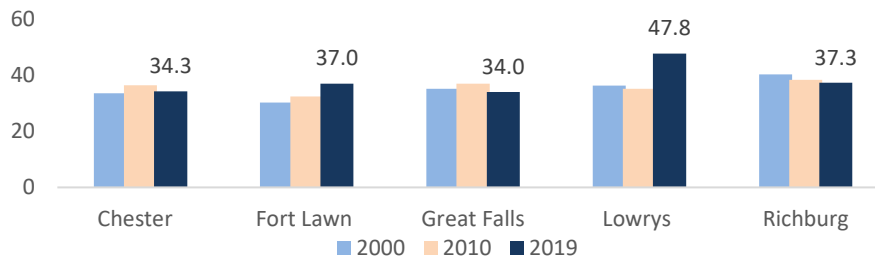
## MUNICIPAL AGE COHORTS

2000					
	Chester	Fort Lawn	Great Falls	Lowrys	Richburg
< 5	7.6%	9.7%	7.8%	8.7%	4.8%
5-19	24.7%	23.0%	22.9%	19.8%	22.8%
20-64	55.6%	60.4%	52.2%	57.9%	56.1%
65+	12.1%	6.9%	17.2%	14.0%	16.3%
2010					
	Chester	Fort Lawn	Great Falls	Lowrys	Richburg
< 5	5.3%	7.4%	7.4%	3.3%	11.4%
5-19	17.4%	27.4%	28.5%	32.3%	21.6%
20-64	64.2%	59.0%	50.5%	53.1%	51.7%
65+	13.1%	6.2%	13.5%	11.0%	15.3%
2019					
	Chester	Fort Lawn	Great Falls	Lowrys	Richburg
< 5	7.2%	9.3%	12.8%	1.6%	7.3%
5-19	18.2%	15.9%	19.0%	12.9%	21.0%
20-64	59.6%	57.9%	54.8%	64.0%	54.9%
65+	14.9%	17.0%	13.4%	21.5%	16.8%

Source: US Census 2000, 2010, and 2019 American Community Survey

Source: US Census 2000, 2010, and 2019 American Community Survey

### Municipal Median Age, 2000-2019



Note: At the time of publishing limited release of 2020 census data had occurred.

## HOUSEHOLDS

- In 2019, there were 12,653 households in Chester County, a 1.76% decrease from the 12,880 households in Chester County during the 2000 decennial Census.
- In 2000, 78.4% of Chester County housing was owner-occupied. By 2019, this had dropped to 76.1%, but it was still much higher than the national homeownership rate of 64.0%.

In 2000, the average Chester County household size was 2.62 persons, while in 2019, Chester County's household size fell by 4.52%, to 2.5.

- The municipalities of Chester and Lowrys experienced the largest decrease in families at 23.7% and 18.6% respectively between 2010 and 2019.
- Fort Lawn and Richburg experienced an increase in number of households and families between 2000 and 2019.
- In 2019, 47.6% of Chester County's housing was owner-occupied
- Overall, Chester County has experienced a 1.76% increase, and South Carolina has experienced a 25.3% increase in total households during the same period between 2000 and 2019.
- With new projected growth in the Richburg area, the County should see positive growth in total households as new Census data is released

**Note:** At the time of publishing limited release of 2020 census data had occurred.

A **household** is defined as an occupied housing unit that includes all persons who occupy that unit. Occupants do not have to be related to form a household.



Single Family Residential Home  
Photo Credit: New Chester Realty

# INCOME

Chester County  
Income at a Glance  
(2019)

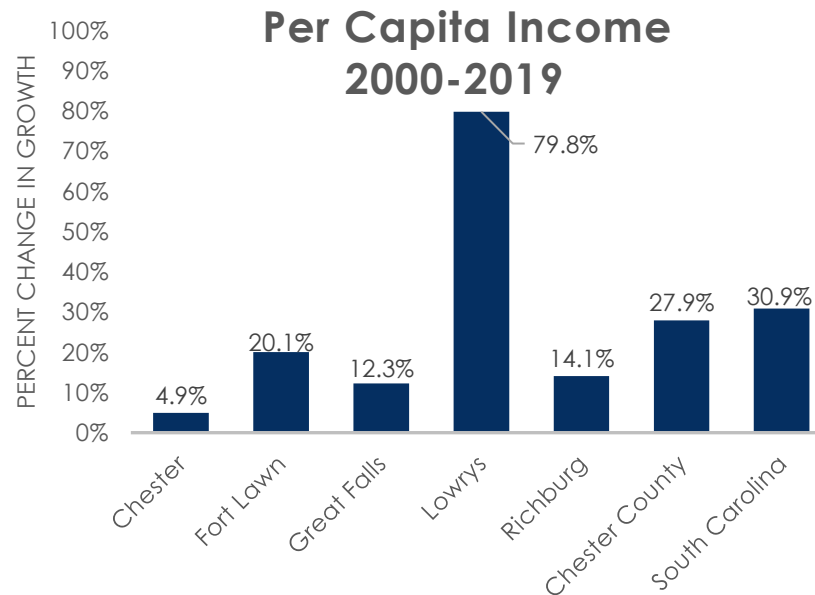
\$42,442  
Median  
Household  
Income

\$54,235  
Average  
Household  
Income

\$22,234  
Per Capita  
Income

17.7%  
Families  
Below  
Poverty  
Line

- In 2019, the median household income for Chester County was \$42,442. The state average was \$53,199.
- Between 2000 and 2019, Chester County's median household income increased by 30.9% while the state's household income increased by only 11.4%.
- In 2019, the average household income for Chester County was \$54,235. The state average household income was \$78,188.
- Chester County's median family income increased by 29.1% during the planning period.



Source: US Census 2000, 2010, 2019 American Community Survey

**Note: At the time of publishing limited release of 2020 census data had occurred.**

**Per capita income** measures the average income earned per person in a given area (city, region, country, etc.) in a specified year.

**Household Income** measures total gross income of all occupants of a housing unit.

**Family Income** measures total gross income of all occupants related by family within a housing unit.



Confederate Chester Gun  
Photo Credit: Chester County Historical Society

## HOUSING

**14,601**  
Housing  
Units  
(2020)

**11,250**  
Owner  
Occupied

**2,543**  
Renter  
Occupied

**\$661**  
Median  
Gross Rent

Source: US Census 2000, 2010, and  
2019 American Community Survey

- In 2020, there were 14,601 housing units in Chester County, an increase of 227 units from 2000 to 2020. Though an increase in units has occurred, the population fell during this same period. This can be explained by the drop in average household size.
- 85.0% of Chester County's units were occupied in 2010. In 2020, this increased slightly to 88.5%.
- In 2019, Chester County's owner-occupied housing unit rate was 76.1%, which was higher than South Carolina's 69.4% rate. This is, however, down from a 78.4% rate in 2000, which represents a 2.9% decline.
- In 2019, 72.4% of all housing units in Chester County were single-unit, which is better than the state's 66.3% rate. However, 20.4% are mobile homes versus the state's 16.2%. [<https://censusreporter.org/profiles/05000US45023-chester-county-sc/>]
- Chester County's median household value in 2019 was \$95,600. The state's median household value was \$162,300. This discrepancy is due in part to the age of housing structures in Chester County. As of 2019, 65.5% of the housing structures were built pre-2010 compared to the state's 49.3%. [<https://censusreporter.org/profiles/05000US45023-chester-county-sc/>]
- In 2019, Chester County's median gross rent was 18.7% of the median household income of \$42,442 (Monthly gross median rent X 12 Months and then divided by median household income). Statewide, the median gross rent is 20.2% of the median household income.
- For housing units with a mortgage in Chester County, 27.6% of income goes to housing costs (Median monthly owner costs X 12, divided by median gross income). The statewide costs totaled approximately 28.1%.



Source: Chester County

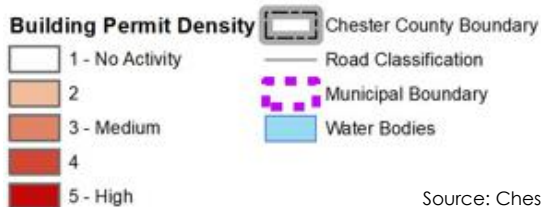
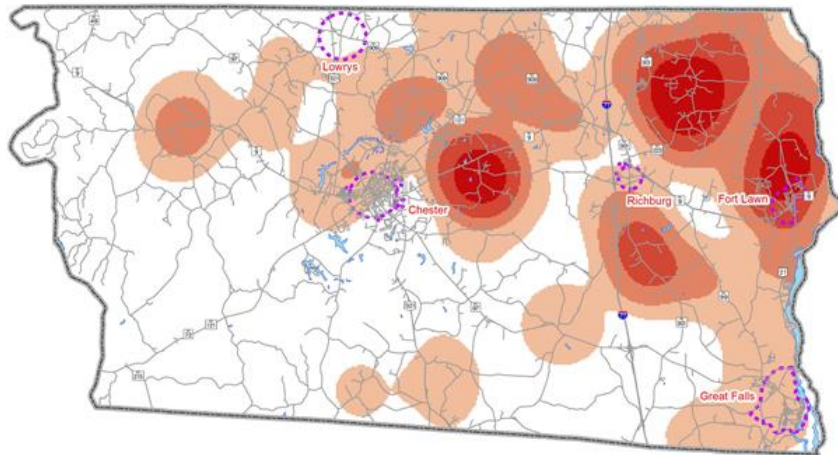
**Note: At the time of publishing limited release of 2020 census data had occurred.**



# BUILDING PERMITS

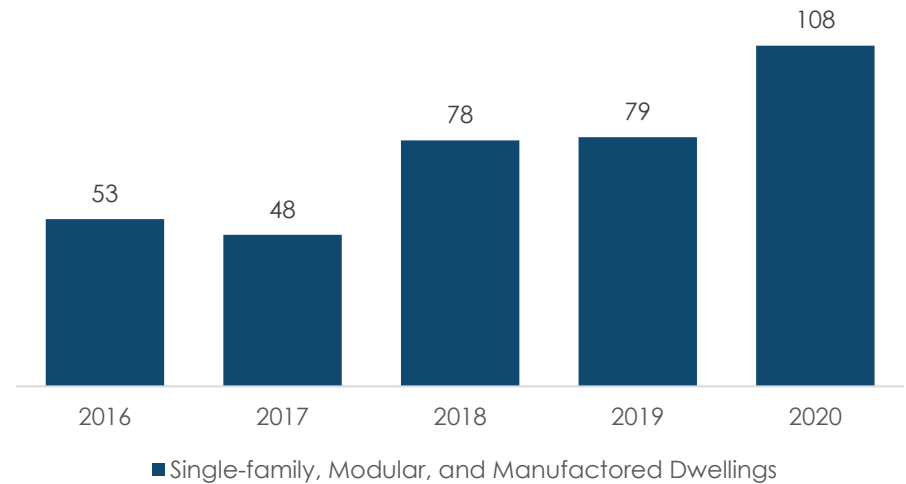
Building permit data was supplied by Chester County building and planning officials. The numbers shown reflect the current and historical records since 2016. Over the past five years, a pattern has emerged that reflects a more than a 100% increase in the number of single-family permits between 2016 and 2020. This information is intended to function as an assessment tool to analyze growth patterns and community needs.

## CHESTER COUNTY NEW SINGLE-FAMILY DWELLINGS 2020



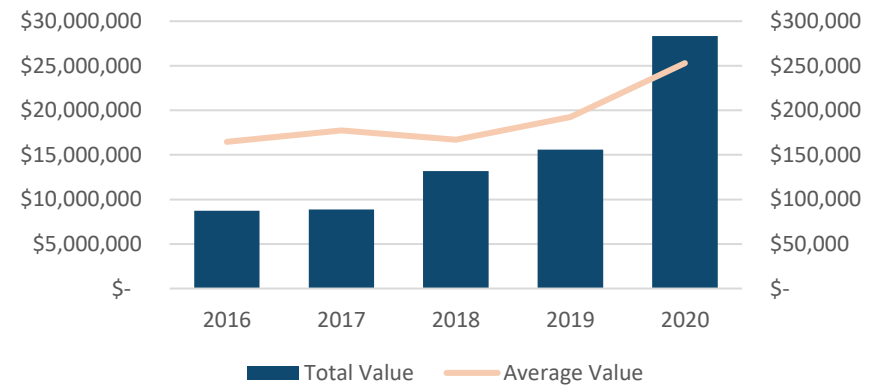
Source: Chester County/CRCOG

## Chester County Single-family Residential Permits 2016-2020



Source: Chester County/CRCOG

## Value of Single Family Permits 2016-2020 in Chester County

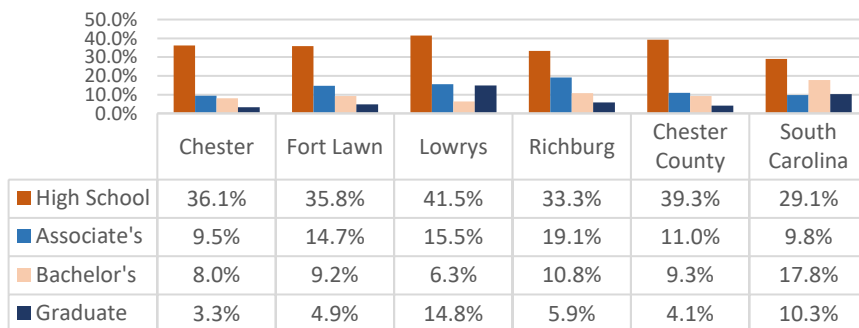


Source: Chester County/CRCOG

# CHAPTER 4 EDUCATION

- In 2019, for 39.3% of Chester County's population 25 years of age or older the highest educational attainment level was a high school diploma or GED; the statewide rate was 29.1%. Approximately 82.1%, of the same age group, has high school/GED equivalency or greater, statewide the percentage is slightly higher at 87.5%
- 11% of Chester County and 9.8% of South Carolina received an associate's degree as the highest level of education.
- 9.3% of Chester County attained the equivalency of bachelor's degree, while the state average was 17.8%.
- 4.1% of Chester County received a graduate degree, while 10.3% of the state received the same level of education
- Of the localities in Chester County, Great Falls had the highest percentage of individuals with educational attainment equivalent to a high school diploma or GED at 43%. Richburg had the highest percentage of individuals with an associate's degree at 10.8%.
- Approximately 36.1% of the City of Chester's population attained a high school diploma or GED, while 9.5% of the population attained an associate's degree.
- Although Lowry's had the lowest percentage of individuals with a bachelor's degree at 6.3%, it had the highest number of individuals among the municipalities with a graduate degree at 14.8%.

**Highest Educational Attainment 2019 for 25 years of age and older**



Chester Senior High School  
Photo Credit: Chester County

- The Chester County School District has approximately 5,110 students with more than 779 full- and part-time employees.
- In 2019, 464 teachers worked in the 11 schools that make up the district.
- From the fiscal year FY 2012-2013 school year to FY 2019-2020, overall enrollment decreased by 6.15%.
- To maintain, renovate, or fund new facility construction, Chester County School District has completed a district-wide Facility Needs Assessment to identify improvements for facilities to support the district's educational goals and student outcomes.



Lewisville Middle School  
Photo Credit: Chester County

## Chester County Public Schools

### PRE-KINDERGARTEN – 5<sup>th</sup> Grade

- GREAT FALLS ELEMENTARY SCHOOL
- LEWISVILLE ELEMENTARY SCHOOL
- CHESTER PARK CENTER OF LITERACY/SCHOOL OF INQUIRY/SCHOOL OF THE ARTS

### MIDDLE SCHOOLS

- GREAT FALLS MIDDLE SCHOOL
- LEWISVILLE MIDDLE SCHOOL
- CHESTER MIDDLE SCHOOL

### HIGH SCHOOLS

- GREAT FALLS HIGH SCHOOL
- LEWISVILLE HIGH SCHOOL
- CHESTER HIGH SCHOOL

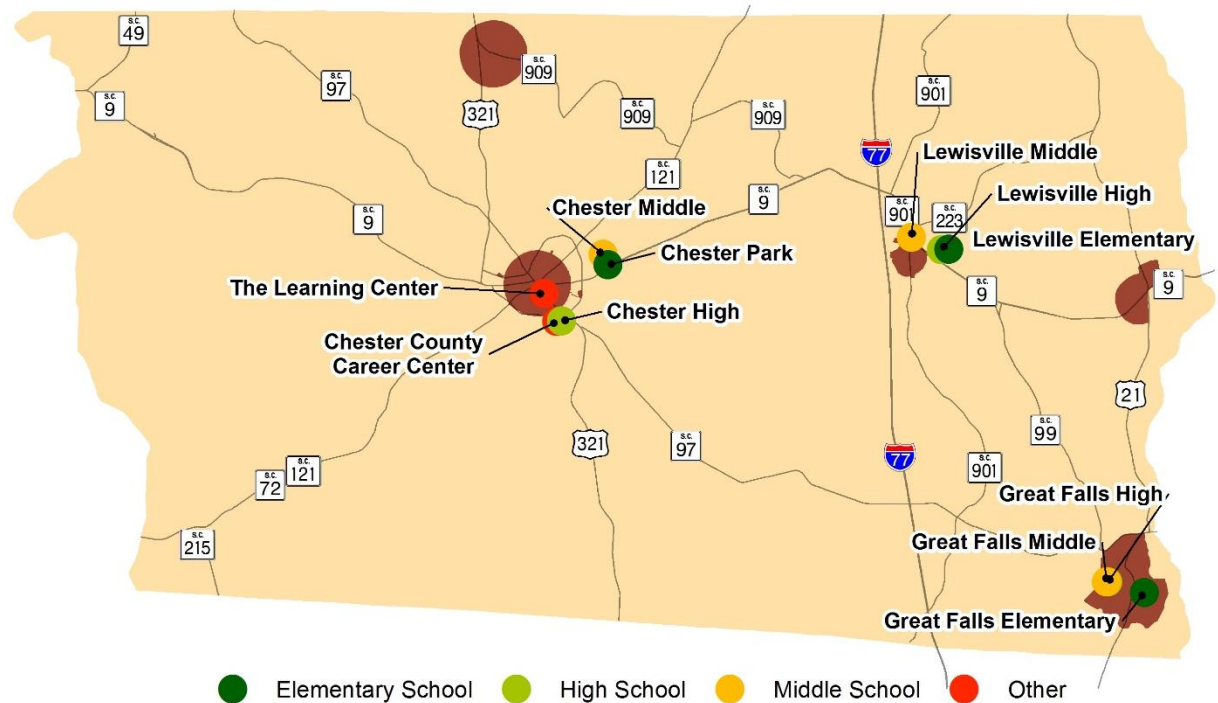
### OTHER SCHOOLS

- THE LEARNING CENTER
- CHESTER CAREER CENTER

### HIGHER EDUCATION

- YORK TECHNICAL COLLEGE: CHESTER CENTER

## Public Schools Map



**York Technical College offers both credit and non-credit courses at its satellite campus in Chester. Additionally, students are offered the majority of services provided at its primary campus.**

# CHAPTER 5 ECONOMIC CONDITIONS

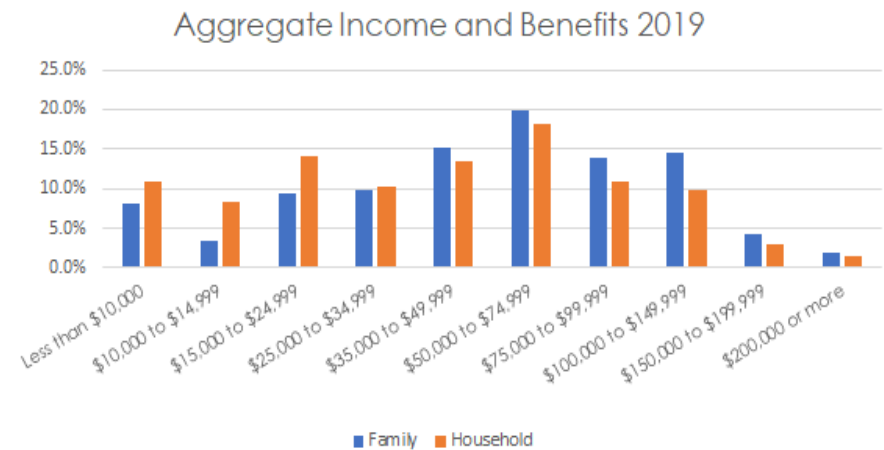
## Occupation

- In 2019, Chester County had 13,196 civilian employed individuals in the work force of 16 years of age and over.
- Approximately 99.9% of the county labor force were in civilian jobs; the remaining 0.1% were employed by the armed forces.
- 45.9% of Chester's population ages 16 and older are not in the labor force. Statewide, the average is 39.5%
- A significant portion of Chester County's labor force, by industry, consists of manufacturing (23.5%), educational services, and health care and social assistance (19.1%) and retail trade (11.5%). This data is illustrated in the tree map graph on the following page.

**Note:** At the time of publishing limited release of 2020 census data had occurred.

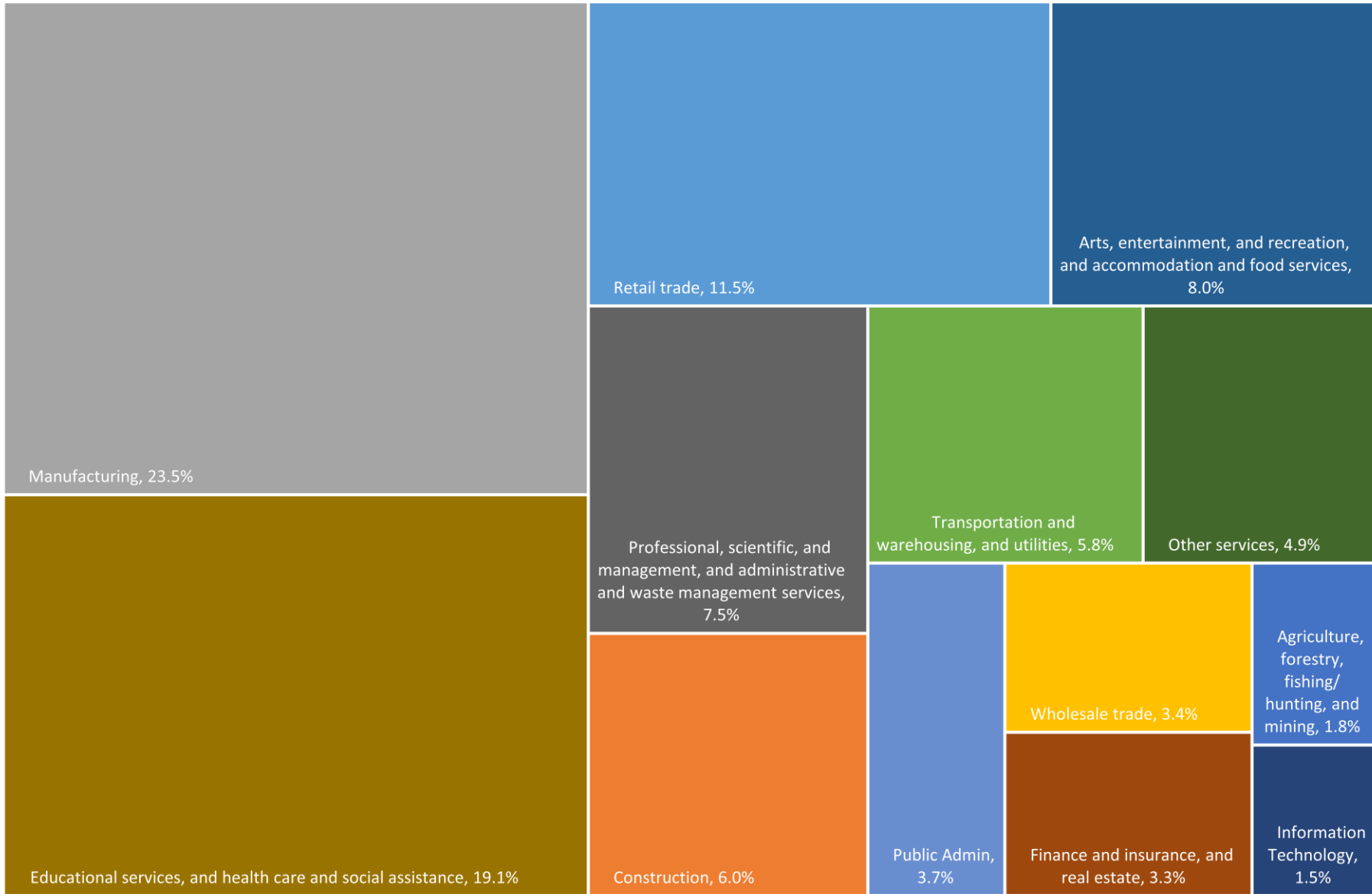
## Income and Benefits

- In 2019, 28,722 individuals employed in Chester County had some form of health insurance. Of this number, 59% had private health insurance; 42.5% had public insurance.
- The mean social security income was \$17,969, while the mean retirement income was \$18,623.



Source: US Census 2000, 2010, and 2019 American Community Survey

## Tree Map of Employment Percentage by Industry, 2019



Source: 2019 American Community Survey

## CHAPTER 6 COMMUNITY ASSETS AND FACILITIES



Chester County Historical Society Museum  
Photo Credit: SC Great Outdoors



Spider Lilies – Lansford Canal State  
Park  
Photo Credit - CRCOG



Chester State Park  
Photo Credit: Discover South Carolina

### Chester County Library System

The Chester County Library is a county-wide free public library system governed by a seven-member Board of Trustees. The system includes the following libraries: Chester County Library, Great Falls Community Library, Lewisville Community Library, and a multi-stop bookmobile.

- **GREAT FALLS:** In 1927, Great Falls Community Library was opened by adult education advocate Wil Lou Gray.
- **LEWISVILLE:** Lewisville Community Library opened in 1997 in response to rapid growth in the Richburg/Lewisville area. This library is often visited by travelers on Interstate 77 and is well used by local individuals.

### Chester County Historic Society Museum

The Chester Historic Society Museum and Archives is housed in the 1914 Chester County Jail. It contains a large collection of Catawba pottery, Native American projectile points, long rifles, handguns, and more.

### Chester State Park

The 523-acre Chester State Park is located just southwest of the City of Chester. Since opening in the 1930s, it has been a haven for hiking, picnicking, boating, and fishing for the surrounding communities in the Piedmont Region of South Carolina. It features a beautiful 160-acre park lake with canoe and paddle boats available for rent, 25 campsites, 2 disc golf courses, and a 472-foot bridge perfect for fishing and observing wildlife.

### Landsford Canal State Park

Granted to Thomas Land in 1754, the 448-acres Landsford Canal State Park stretches across northeast Chester County and is full of cultural and natural history. It runs parallel to the Catawba River and contains Native American artifacts dating back over 10,000 years. It has a 1.5-mile trail along the remains of the historic canal. This park attracts thousands of visitors annually in the spring to see the world's largest population of Rocky Shoals Spider Lilies.

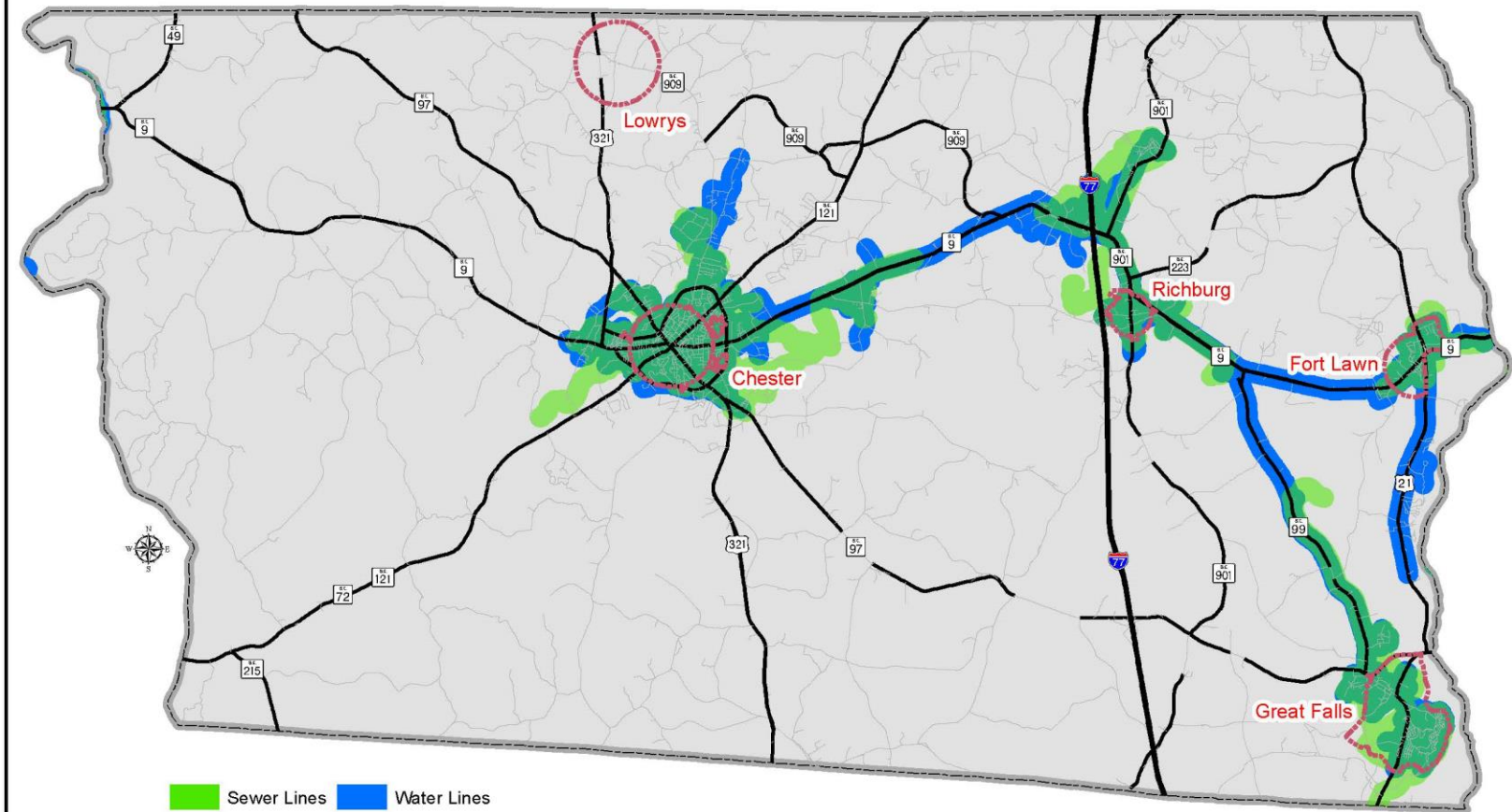
## CHAPTER 7 INFRASTRUCTURE

### WATER AND SEWER UTILITIES

- The Chester Metropolitan District (CMD) was created in 1959, by Act No. 379 as amended, as a Special Purpose District and is governed by a commission.
- The CMD serves residents along SC Highway 9, SC Route 99 and, the US-21 Corridor as well as the municipalities of Chester, Fort Lawn, Great Falls, and Richburg.
- The CMD originally relied on its location in Fort Lawn to supply the county but expanded after it acquired water systems from the City of Chester and Town of Great Falls.
- In 2001, CMD received a substantial grant, which allowed for the replacement of nearly the entire water system in the Town of Great Falls and the construction of the 750,000-gallon Richburg Water Tank.
- The CMD currently produces an average of 4.2 million gallons of drinking water per day from its water treatment plant on the Catawba River.
- The District owns and operates seven storage tanks that serve over 6,500 customers throughout the county.
- Chester County Wastewater Recovery (CWR) is also a special purpose district created by Legislative Act No. 480 of 1964 and as amended by Act No. 1186 and other amendments thereto.
- Without this sewer service, industrial operations in the Chester County area would be greatly hindered.
- CWR is governed by a five-member commission known as the CWR Commission.
- With a combined capacity of four million gallons, wastewater treatment facilities in Rocky Creek, Sandy River, and Lando/Manetta make up CWR.
- CWR serves over 4,400 residential and commercial customers, 13 of which are Industrial.
- There are eight certified wastewater treatment operators at CWR.



# Public Water and Sewer



Source: Chester County/CRCOG

## CHAPTER 8 PUBLIC SAFETY

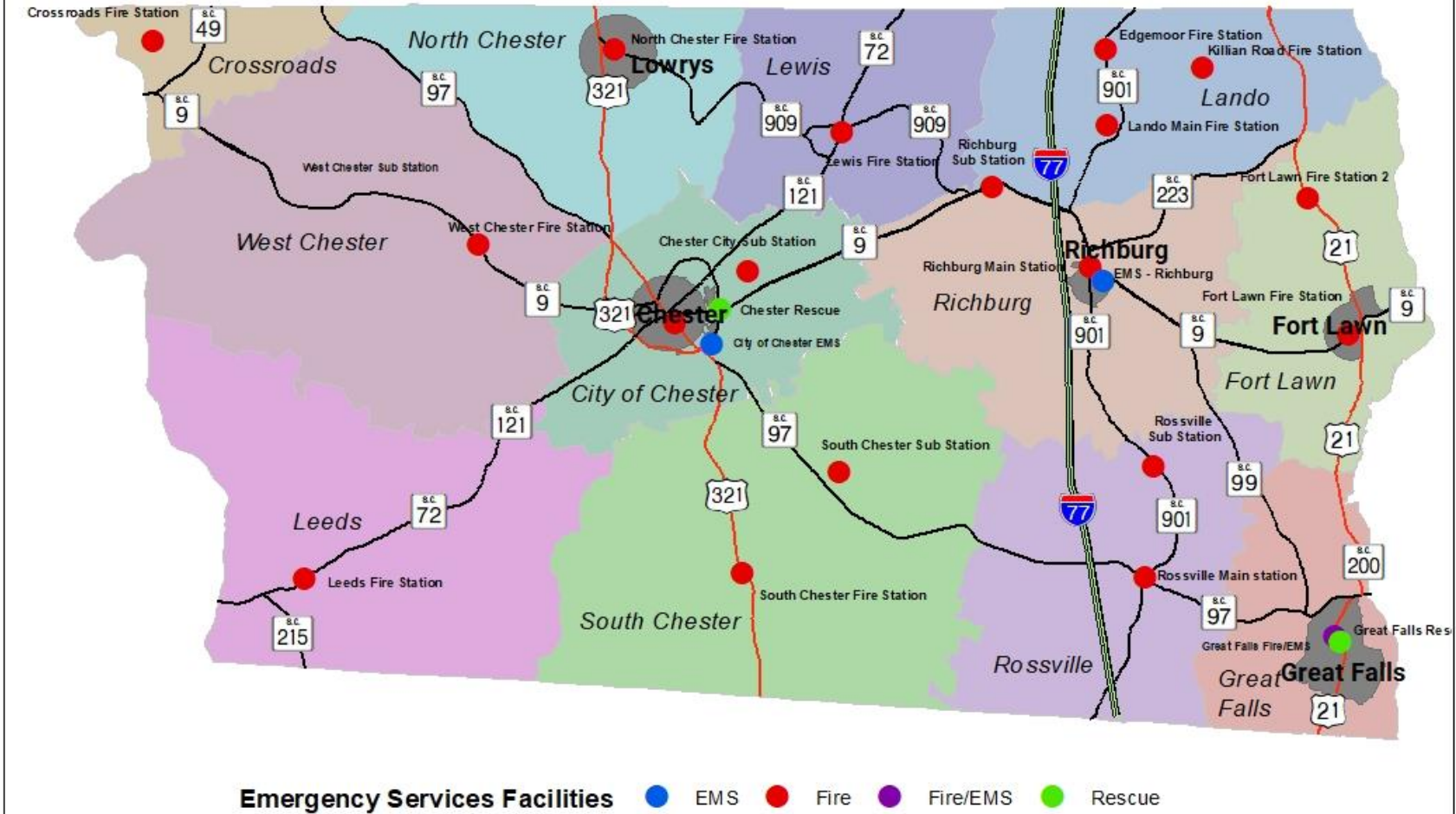
### FIRE AND EMERGENCY MEDICAL SERVICES (EMS)

- Chester County has 12 fire districts that are serviced by a total of 20 stations.
  - City/Special Purpose Districts
    - City of Chester (2)
    - Fort Lawn – (2)
    - Lando (3)
    - Lewis – (1)
    - Richburg – (2)
  - Chester County Fire Commission
    - Great Falls –(1)
    - Leeds – (1)
    - North Chester – (1)
    - Rossville – (2)
    - South Chester – (2)
    - West Chester – (2)
    - Cross Roads – (1)
- The City of Chester, Town of Richburg and the Town of Great Falls have an EMS station that services the county as well.
- Guidelines are set for County Fire Service and rural departments by the Chester County Rural Fire Commission.
- The Chester County Emergency Services Training Center is located on McCandless Road. The facility includes a three-story class A burn tower and hazmat and rescue
- Chester County has 25 full-time and part-time firefighters, and 279 volunteer firefighters.
- The fire department emergency vehicles include 52 pumpers, 3 ladder trucks, 15 tankers, 7 service trucks, 12 brush trucks, and 1 aircraft crash truck.
- Between FY 2013 and 2020, Fire Department emergency calls increased by an average of 4.5% annually and 39.7% overall. EMS calls increased on average 10.6% annually and 120% overall.
- Chester County pays for the maintenance and repairs of all vehicles. However, each department is responsible for purchasing new vehicles.



Chester County Fire Engine  
Photo Credit: KME Group

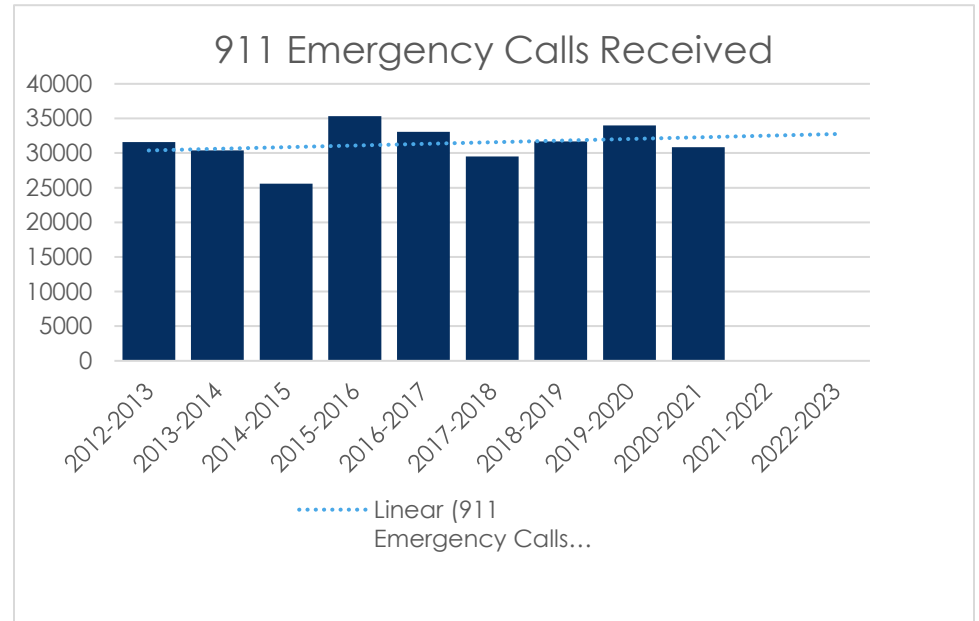
# Fire District and Emergency Services Map



Source: Chester County/CRCOG

## SHERIFF

- The Chester County Sheriff's Department employs 60 sworn deputies and 3 reserve officers.
- There are 80 department vehicles in all, a collection consisting of SUVs, sedans, and off-road vehicles.
- The department uses the allotted annual budget to pay for 100% of the necessary expenditures, such as routine maintenance and new patrol cars.
- The number of emergency phone calls into 911 has ebbed and flowed between FY 2012 and 2020. The data shows a noticeable drop in calls every three years starting in 2014 then again in 2017 and 2021. In 2015 and 2019, 911 experienced a noticeable increase in calls. Even with the varying yearly totals, the linear projections only forecast a slight rise in yearly calls through FY 2022 and 2023.



Data Source: Chester County



## CHAPTER 9 LAND USE

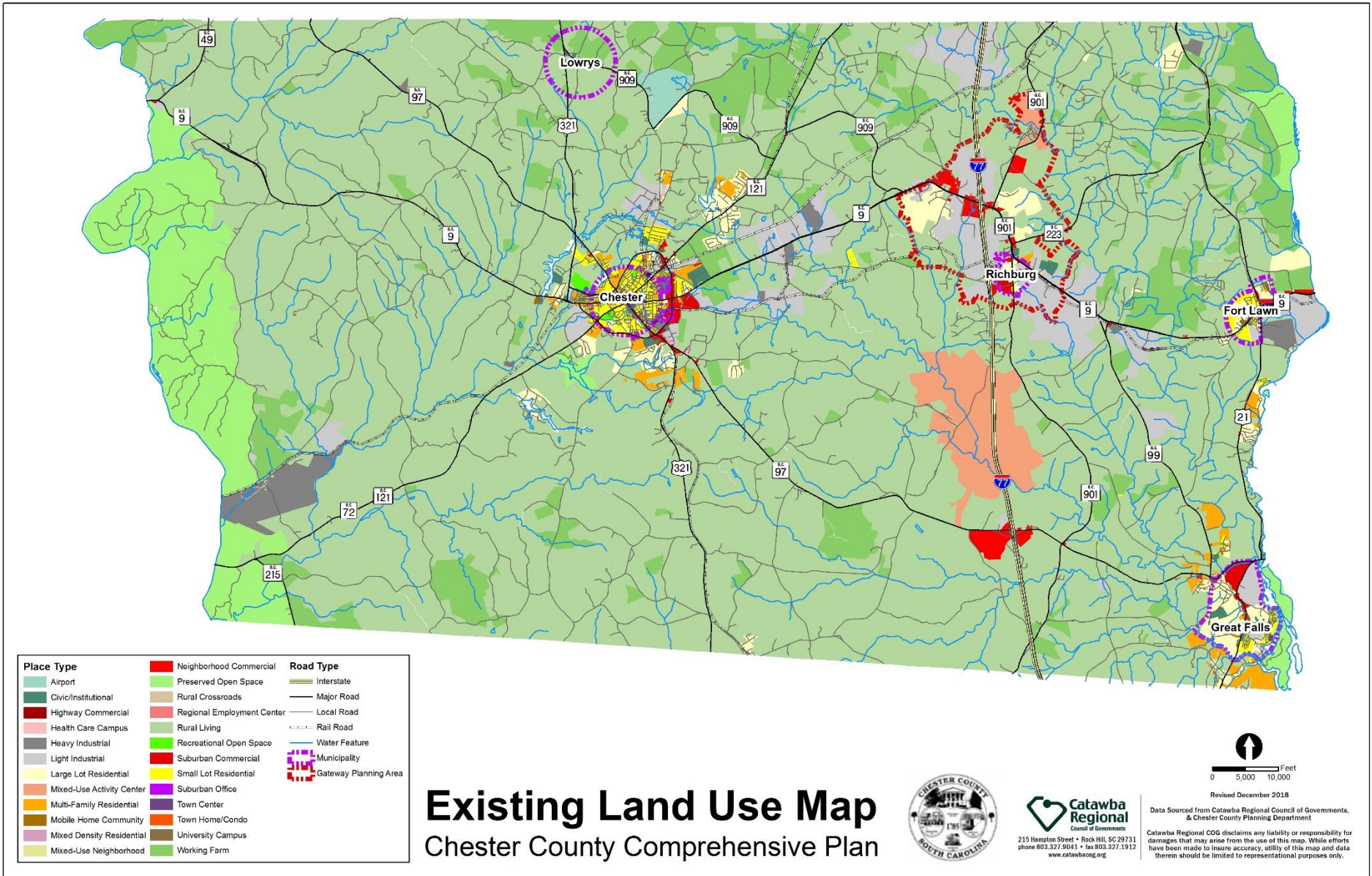
The Land Use Element of the Comprehensive Plan has two primary components that work in tandem to create a complete illustration of land-based factors impacting growth and development over the next decade: the current land use analysis and the future land use map. The first step in developing the element involves conducting a thorough review of how land is being used across the county by creating a snapshot of present conditions. The **Existing Land Use Map** also serves as a historic record of how parcels have developed (or not) and also helps to identify conditions which have influenced and may influence future growth in the county and its municipalities. This map was created as part of the *CONNECT: Our Future* regional plan and shows the current development status of individual parcels across the county. The table below details the distribution by number of parcels and acreage across the five categories of existing land uses.

### Development Status Distribution

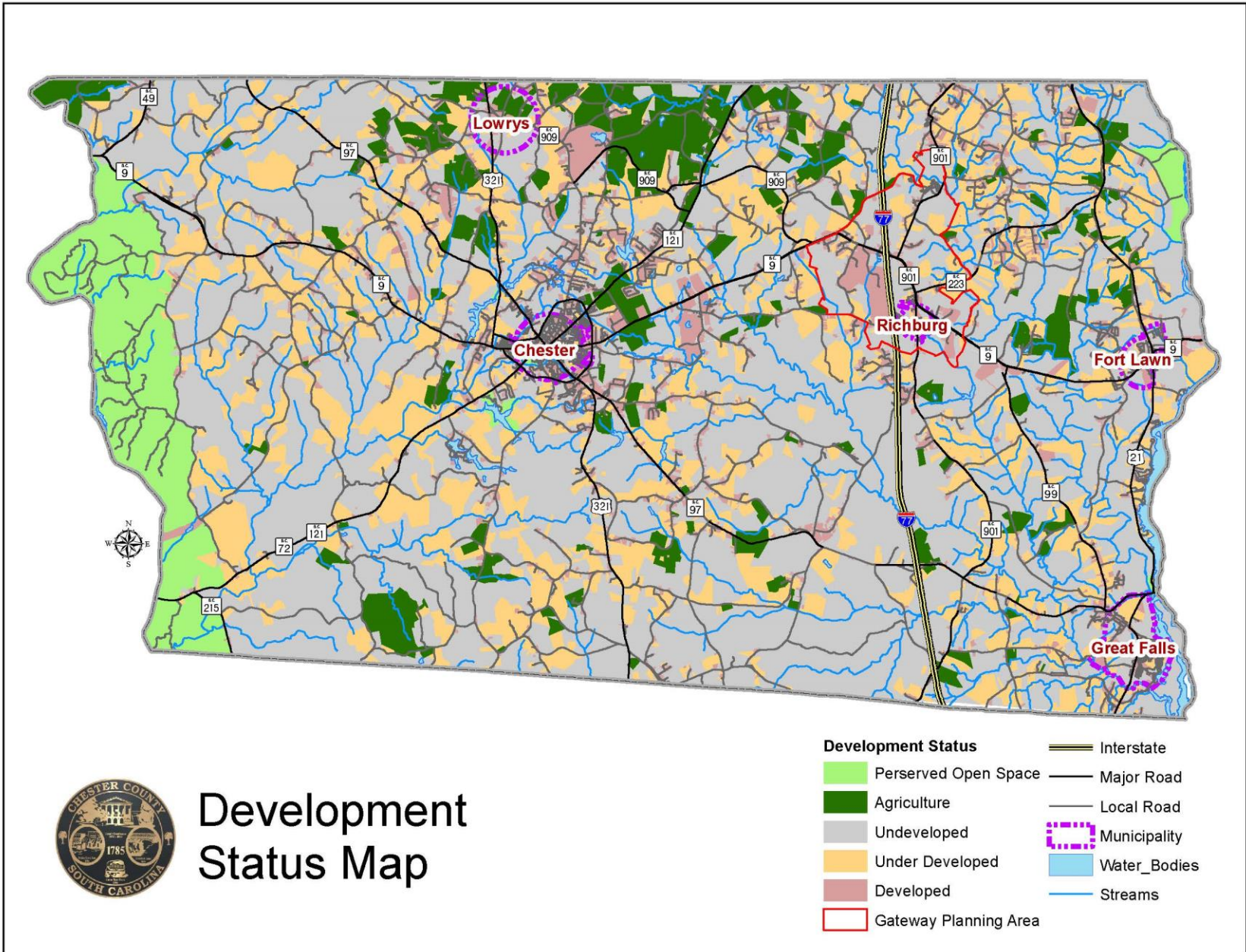
CONNECT DEVELOPMENT STATUS	PARCELS	RATIO	ACRES	RATIO
Preserved Open Space	67	0.3%	20,957	5.8%
Agriculture	205	0.9%	20,064	5.5%
Undeveloped	7,001	32.2%	217,228	59.7%
Underdeveloped	1,836	8.4%	79,020	21.7%
Developed	12,642	58.1%	26,853	7.4%

The highest number of land parcels (12,642) is shown as developed but only accounts for 7.4% of the acreage in the county. The undeveloped category accounts for about one-third of all parcels and approximately 60% of the land area at 217,228 acres. Underdeveloped parcels cover over one-fifth of all acreage and represent areas that have activity on part of a larger tract. Preserved open space, with 67 parcels, covers 20,957 acres or 5.8% land countywide and is found primarily in the Sumter National Forest and two state parks. Surprisingly, agriculture ranks last with only 205 parcels or about 20,000 acres.

The **Development Status Map** and **Existing Land Use Map** on the following pages show where these parcels are located in relation to one another. It is evident that the majority of Chester County has a significant representation of undeveloped parcels and that agricultural lands have a high concentration around Lowrys stretching to just west of I-77. The underdeveloped areas, which are well distributed across the county, likely represent former farms where activity has been suspended or abandoned. The **Future Land Use Map** and narrative will be covered in the **Strategic Action Plan** section.



Source: Chester County/CRCOG



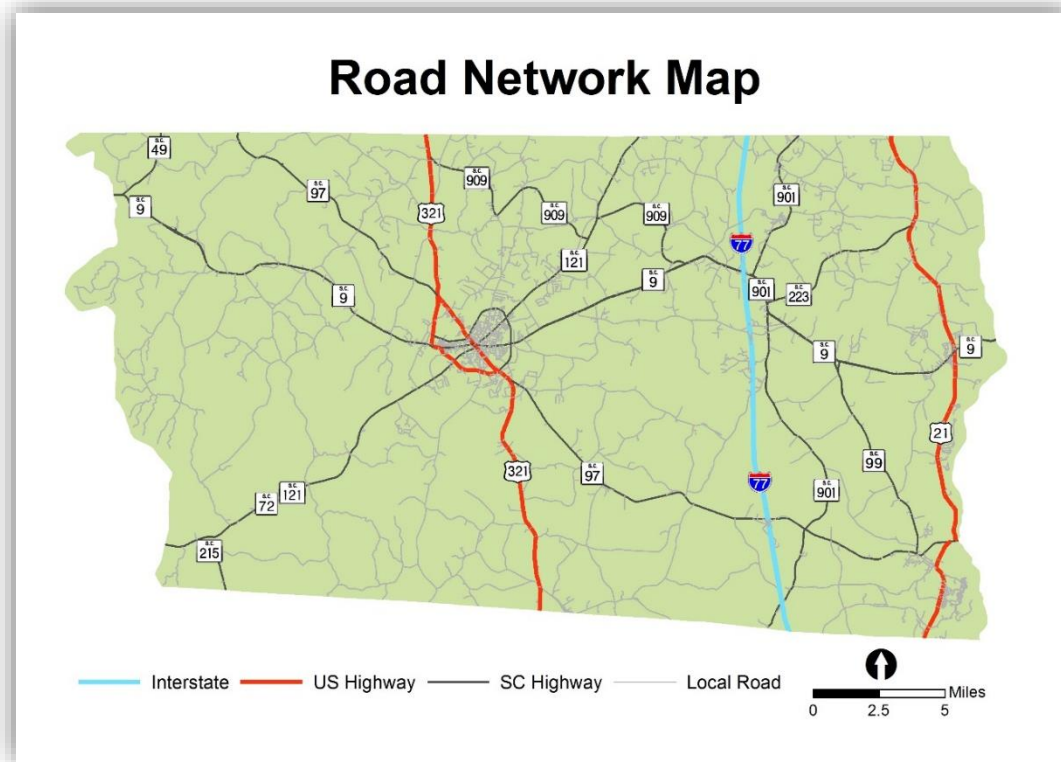
Source: Chester County/CRCOG

## CHAPTER 10 TRANSPORTATION

Transportation is an important element of the Comprehensive Plan because it provides the connection between the movement of people and goods with the consideration of economic development and land use strategies. Because roads are capital facilities maintained in part by Chester County, its municipalities, and the State of South Carolina, they are linked to the strategies for capital improvements and the provision of adequate public facilities. The impact of new development on roadways is often felt on a countywide level. As development in areas of the county intensifies, one of the first things residents notice is an increase in traffic and commute times.

Transportation planning is intricately tied to land use and the pattern of development that evolves as an area grows. The provision of transportation in the county should reflect the unique characteristics of the landscape and follow the character outlined in the Comprehensive Plan. A transportation system includes various travel options or modes, such as pedestrian,

bicycle, bus, automobile, freight, rail, and air. A multi-modal transportation network includes and connects all of these different travel modes in an effective and efficient manner, including connections within and between modes, which in turn supports the economy of Chester County.

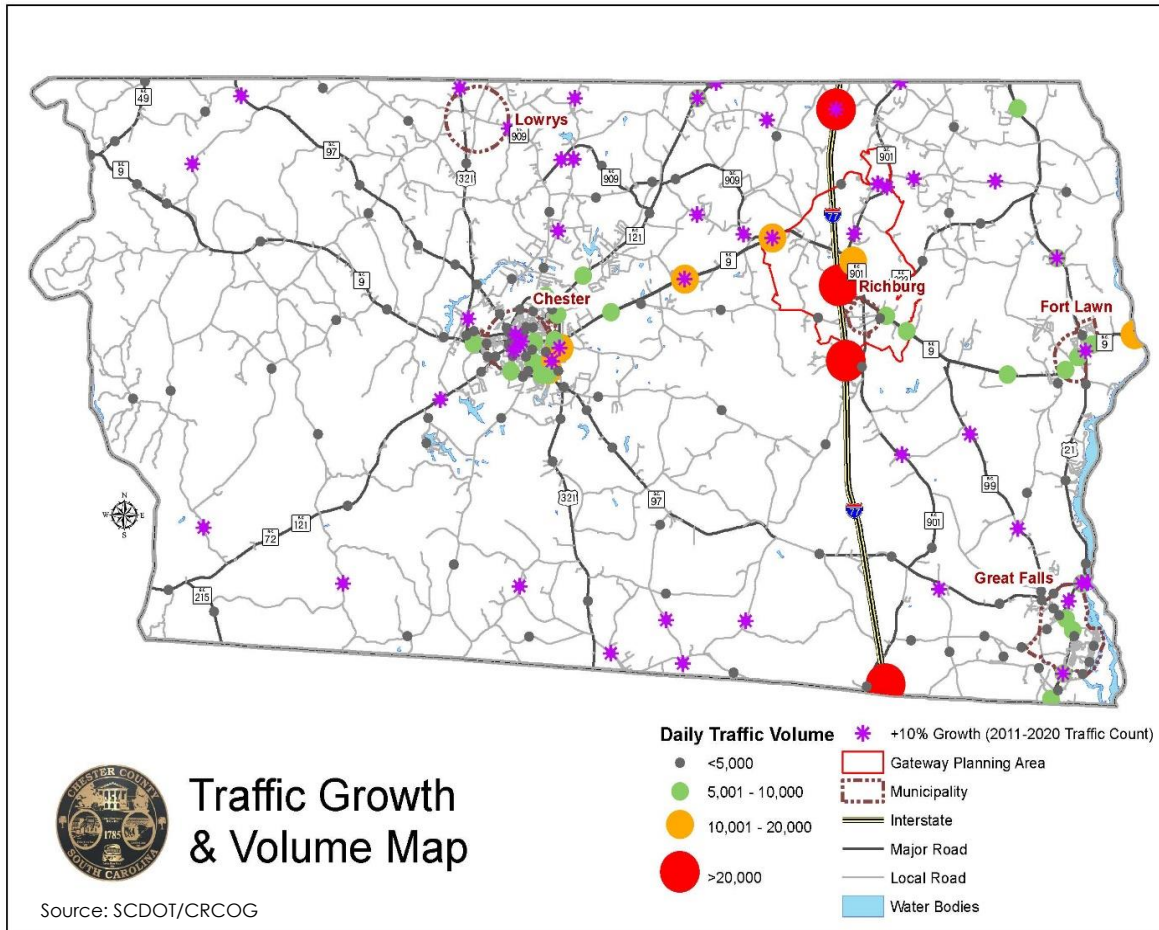


### ROAD NETWORK

The road network is the primary transportation system in Chester County and the major road classifications are interstate, arterials, and collectors. There is also a vast network of local roads that provide direct access to homes and businesses. Many of these are two-lane roads with a variety of construction types—pavement, gravel, dirt, or a combination of these—see **Road Network Map**.



## TRAFFIC COUNTS



Traffic count data is collected annually by the South Carolina Department of Transportation (SCDOT) at 200 station locations in Chester County. The most recent figures from 2020 show the following:

Nine stations registering over 5,000 daily trips saw a ten-year growth rate of at least 10% and four stations registered a 10% decrease (see map). Of the stations with daily increases over 10% increase in trips:

- One is on US Interstate 77.
- Three are on SC Hwy 9 between Richburg and Chester.
- One is on S-272 (Gadsden Street) in Chester.
- Three are on US 21 in the Great Falls and Fort Lawn area.
- One on S-72 Saluda Rd between York County and Chester.

Ten stations registered at least 10,000 vehicles per day. One station on I-77 had more than 40,000 vehicles per day.

The highest traffic count recorded (46,500 vehicles) was at the Chester County-York County line on I-77.

Traffic count data is routinely used by the business community, transportation officials, and others to gauge market conditions and road system performance. Congestion, particularly at peak travel times, and large volumes of vehicles on roads designed for less traffic can quickly overburden the road network. It should be noted that the number of daily trips were impacted in various degrees by the COVID 19 outbreak of 2020. It is anticipated the growth in daily trips will be higher in coming years.

## ROAD IMPROVEMENTS

Maintenance and improvement of the roadway system in Chester County is addressed by the following entities and funding sources:

**Chester County Transportation Committee (CTC):** The SCDOT “C” Program is a long-established partnership between SCDOT and Chester County to fund the improvements of state roads, county roads, city streets, and other local transportation projects. SCDOT, like all state transportation departments across the country, has quickly learned that the job is too big to accomplish without partnerships. The “C” Program is successful because local leaders and citizens alike are willing to work with SCDOT to meet the needs of the communities throughout South Carolina. The “C” funds are derived from 3.99 cents per gallon of the state gasoline tax as of July 1, 2021. In FY 2019-2020, approximately \$1.34 million was allocated to Chester County with a mandate that 25% be directed to state-maintained roads. [<https://www.scdot.org/projects/c-program.aspx>]

These funds are distributed based on this three-part formula:

- $\frac{1}{3}$  based on the ratio of the land area of the county to the land area of the state;
- $\frac{1}{3}$  based on the ratio of the county population to the state population; and
- $\frac{1}{3}$  based on the rural road mileage in the county to the rural road mileage in the state.

**Catawba Regional Transportation Advisory Committee (TAC):** Consisting of representatives from across the region, TAC is responsible for identifying and recommending priority projects for federal funding in Chester County and the remaining three counties in the Catawba Region. In 2020, the combination of federal and state funding known as “Guideshare” was \$4.9 million. The current list of Chester County projects is catalogued in the Catawba Regional Transportation Improvement Program or TIP. The most recent version is available on the web: [<http://catawbacog.org/transportation/transportation-planning/>].

## RAIL SERVICE

Much of the rail system in the Catawba Region was developed during the 20<sup>th</sup> century and served to spur economic development. Currently, the rail system primarily serves freight traffic. **CSX Transportation** (green line) has a major rail line which traverses the region on a northeast-southwest trajectory connecting the Lancaster County panhandle to Chester County to southern Union County. This line connects business customers with eastern North Carolina and western South Carolina. [[www.csx.com](http://www.csx.com)]

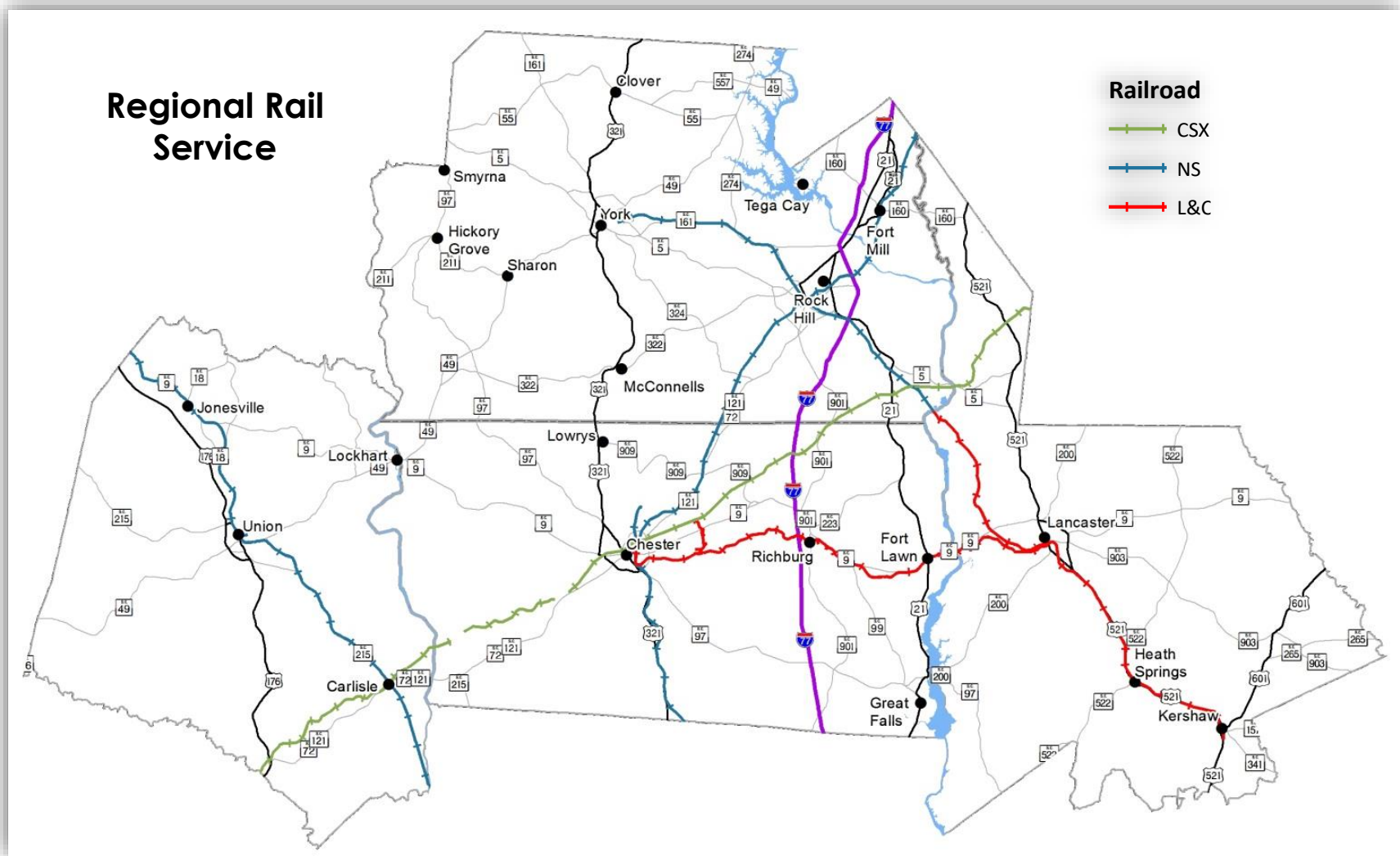


**Norfolk Southern** (blue line) has two main lines in the region running primarily north-south. The first connects York and Chester Counties with service to Charlotte to the north and Columbia to the south. The second line bisects Union County and is the main corridor from the Port of Charleston to the Inland Port in Greer. [[www.nscorp.com](http://www.nscorp.com)]

A third system is the **Gulf & Ohio Railroad** known locally as the **Lancaster and Chester Railroad** (red line), a short line developed originally to provide service to the Springs Industries mills. It now also serves a variety of other industries. This line from Chester passes through Fort Lawn and Richburg in Chester County as it travels east into Lancaster County to Lancaster and turning south to Heath Springs and terminating in Kershaw. [[www.gulfandohio.com](http://www.gulfandohio.com)]



The **Regional Rail Service Map** below shows that Chester County has strategic advantage since all three railroads serve the county and continue to support economic development into the 21<sup>st</sup> century.



Source: SCDOT/CRCOG

## TRANSIT SERVICES

The **Chester County Connector** (CCC) in Chester County offers demand response transportation. The services are available to the general public with addresses originating in Chester County. The services run Monday through Friday. Service areas include Chester County, York County, and Lancaster County. CCC makes every attempt to provide transportation services to all residents of Chester County; however, route availability may vary. The program is funded through Federal and State 5311 funding through Federal Transit Administration (FTA), SCDOT, and local support by Chester County Government, Chester Healthcare Foundation, and United Way. Medicaid transportation is provided to individuals who qualify. [<http://chesterconnector.com/>]

### Local Transportation

The Chester County Connector makes every attempt to provide transportation services to all residents of Chester County and individuals with addresses originating in Chester County.

### Senior/Veteran Discounts

Seniors 60 and over and veterans are eligible for half price fares on Tuesdays and Thursdays for Chester to Chester trips. Please ask about this special when reserving your ride.

### CATS 82X Park and Ride

The Chester County Connector offers transportation to the Charlotte Area Transit (CATS) Park and Ride location in downtown Rock Hill (off Main Street) that transports to 3<sup>rd</sup> Street and McDowell Street in Charlotte.

FARES	1-5 Miles	6-10 Miles	11-30 Miles
10 Trip Ticket Rates	\$8.00	\$18.00	\$26.00
One Way Fare	\$1.00	\$2.00	\$3.00
Monthly Ticket Rates	\$30.00	\$65.00	\$80.00

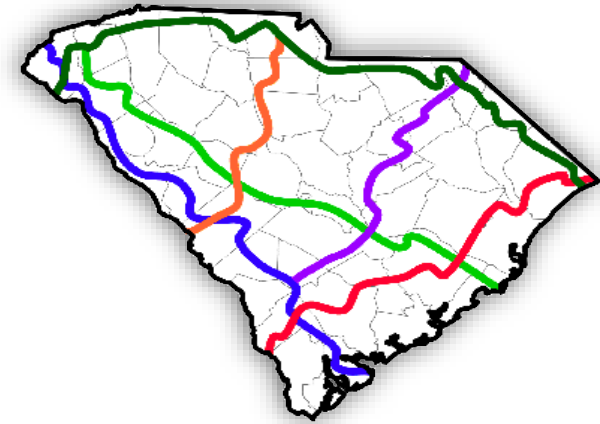


## BICYCLE & PEDESTRIAN FACILITIES

### Bike Routes

The South Carolina State Trails Program is operated by the SC Department of Parks, Recreation and Tourism, which maintains a website with topical and county specific maps. [www.sctrails.net/Trails/](http://www.sctrails.net/Trails/)

The **Central Route** (orange line) passes through the center of the state, from Kings Mountain State Park in York County to the Redcliffe State Historic Site near the Georgia border, covering 166 miles. This route passes through the charming historic towns of York and Chester and includes Chester State Park on SC 72.



Source: SCPRT

The **Carolina Thread Trail** program is an effort to encourage 15 counties in the south-central piedmont of North Carolina and the north-central portion of South Carolina, including Lancaster, Chester, and York counties, to create a large, interconnected greenway and trail system that will preserve and increase the quality of life within local communities. Over time, the Carolina Thread Trail will link approximately 2.3 million people, places, cities, towns, and attractions. This plan presents a conceptual route for trails throughout Chester County, some of which will receive the Carolina Thread Trail designation.



Lands to be incorporated into trails and greenways can include farmland, wildlife habitat, open fields, and forests.

The Thread Trail will help preserve the county's natural areas and will be a place for the exploration of nature, culture, science, and history. Building a county-wide trail system is no small undertaking. Segments will be built one-by-

### Constructed Segments of the Carolina Thread Trail in Chester County

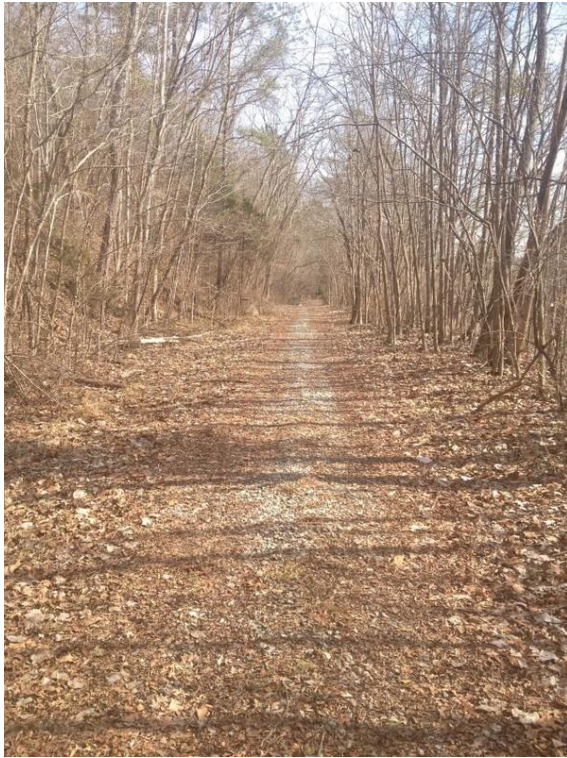
Name	Place	Length Miles	Surface
<b>Landsford Canal</b>	Landsford Canal	1.5	Natural
<b>Rocky Creek Trail</b>	Great Falls	1.6	Natural
<b>Wylie Park Trail</b>	Chester City	0.5	Paved
<b>Great Falls Rail Trail (Future)</b>	Great Falls	3.5 – 3.75	TBD

Source: Carolina Thread Trail/CRCOG

one, and adjustments will be made to the proposed routes as circumstances change. Trail development will follow through various arrangements with multiple funding partners.

Residents from Chester County participated in a locally-driven process to create a Thread Trail Master Plan. This plan is meant to serve as a guiding document for greenway and trail development within the county. The plan was created by Chester County residents working together with their neighboring counties to identify connection points and to build trails that will grow together over time. [[Chester County Carolina Thread Trail Master Plan Link](#)]

A total of 3.6 miles on 3 separate trail links have been dedicated and constricted in Chester County. One segment located in the Great Falls area will consist of approximately 3.5 to 3.75 miles of formerly CSX Rail lines. The trail is in the early stages of planning.



Source: Carolina Thread Trail - Rocky Creek Trail

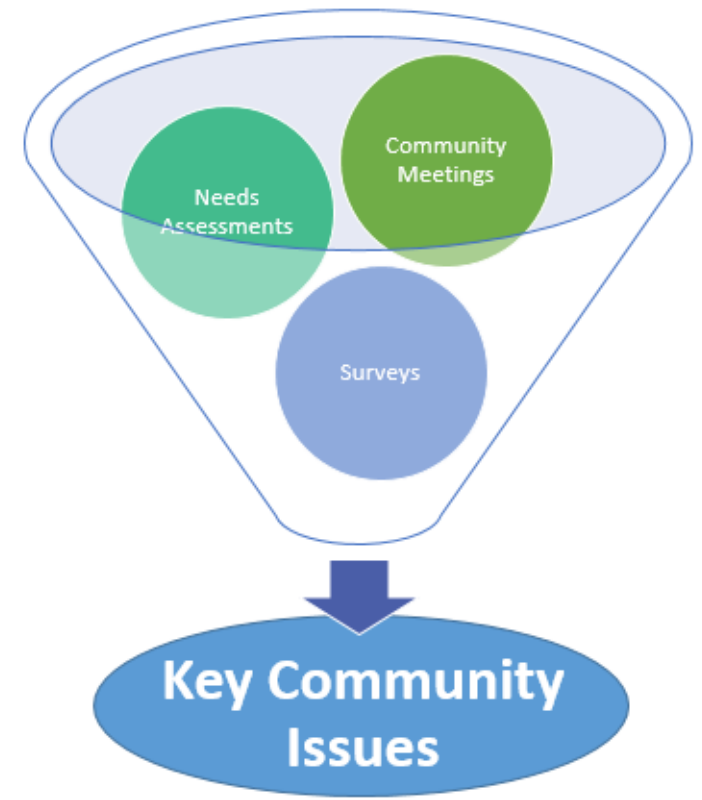


Source: Carolina Thread Trail – Landsford Canal Trail

## CHAPTER 11 PUBLIC ENGAGEMENT – PLAN 4 CHESTER

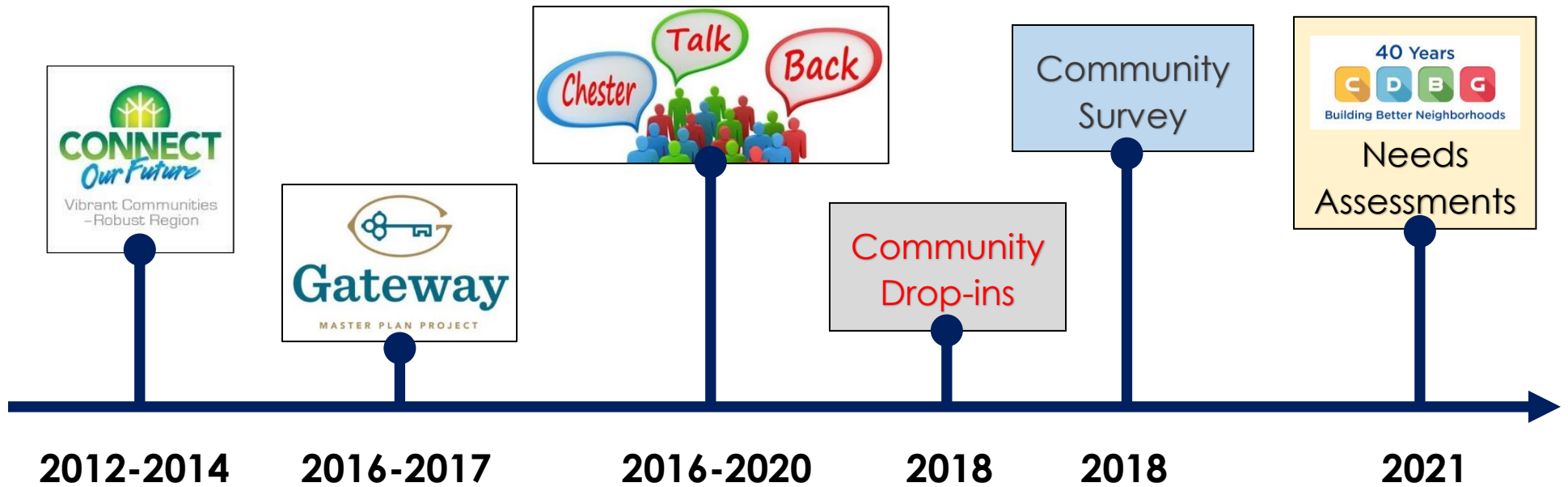
Public engagement is the cornerstone of a successful planning process and PLAN 4 CHESTER is the name of the coordinated effort between Chester County and the City of Chester to update their respective Comprehensive Plans. For Chester County, this process started with the development of the CONNECT: Our Future bi-state regional plan in 2012-2014 and continued with the Gateway Master Plan for the greater Richburg area in 2016-2017. A series of Talk Back Sessions began in 2016 to focus attention on a variety of topics that impact Chester and Chester County and continued into 2018. Community Drop-ins were held in Chester and West Chester in 2018 for location-specific feedback. An Online Survey was completed by over 300 respondents in the summer of 2018. In addition, local governments held Needs Assessment Public Hearings to ensure their eligibility for Community Development Block Grant (CDBG) funding, and a list of Community Priorities was developed to identify eligible projects for CDBG grants.

Collectively, these valuable sources of information were used to establish a targeted list of key community issues that will be addressed through the Strategic Action Plan section of this plan.





## PUBLIC ENGAGEMENT TIMELINE



**2012-2014**

### **CONNECT: Our Future – 2012-2014**

### **Gateway Master Plan Project – 2016-2017**

### **Chester Talk Back Sessions – 2016-2018**

- Talk Back I – March 2016
- Talk Back II – January 2017
- Talk Back III – October 2017
- Talk Back IV – May 2018
- Talk Back V – September 2018
- Talk Back VI - August 2020

**2016-2020**

### **Community Drop-ins**

- West Chester Community Drop-in – June 2018
- City of Chester Community Drop-in – August 2018
- Chester County (Gallo) Community Meeting – August 2021

**2018**

### **CDBG Needs Assessment Hearings**

- Chester County – March 2018
- City of Chester – June 2018
- Town of Great Falls – August 2018
- Chester County – February 2020
- Chester County – March 2021

**2018**

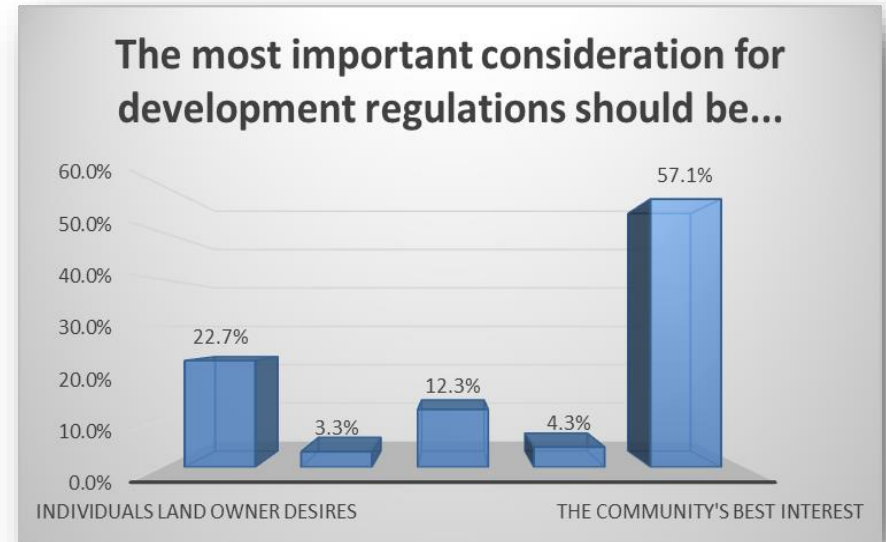
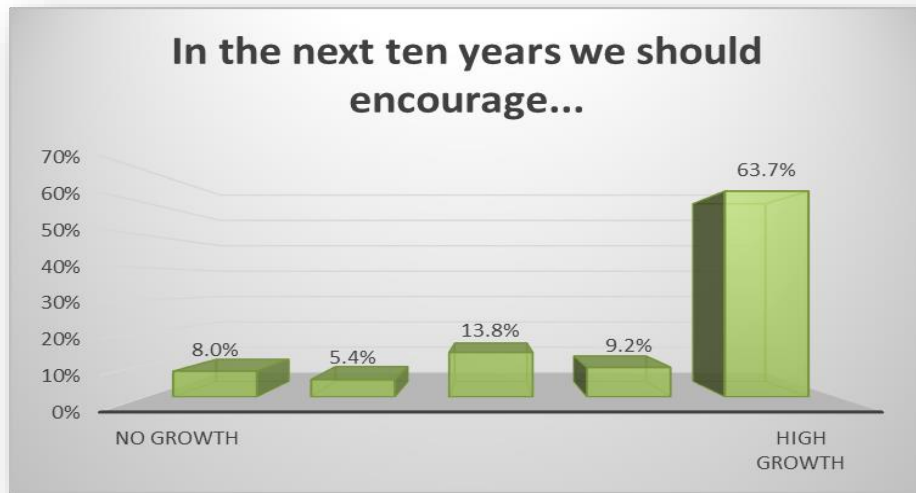
**2021**

## PUBLIC ENGAGEMENT – COMMUNITY SURVEY

The **PLAN 4 CHESTER Community Survey** was launched during the summer of 2018 as a tool to gather feedback on topics such as growth and development, recreation, and funding options for public improvement projects. The results that follow indicate the level of support from the citizens of Chester County and will help county leaders identify viable projects and policies during the implementation of this Comprehensive Plan.

### Growth and Development

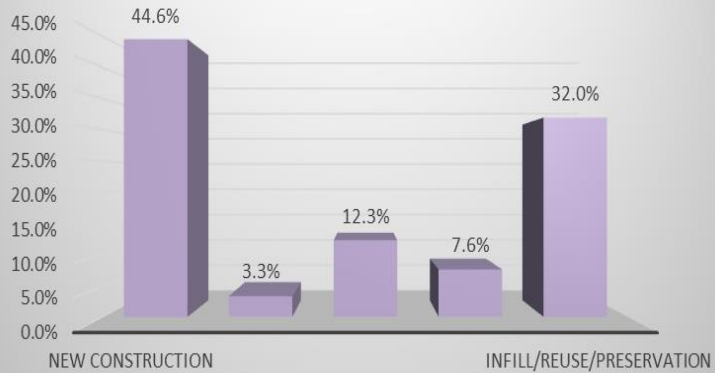
Putting the community's best interests ahead of individual landowner desires was a high priority as shown on the chart to the right. This sentiment highlights the need to craft policies that consider potential negative impacts to existing members of the community, such as additional traffic and increased school enrollments. The chart below shows a strong interest in encouraging high levels of growth. To accomplish this while taking care to put the community's



best interest first, policy makers will need to pay attention to where and when development occurs.

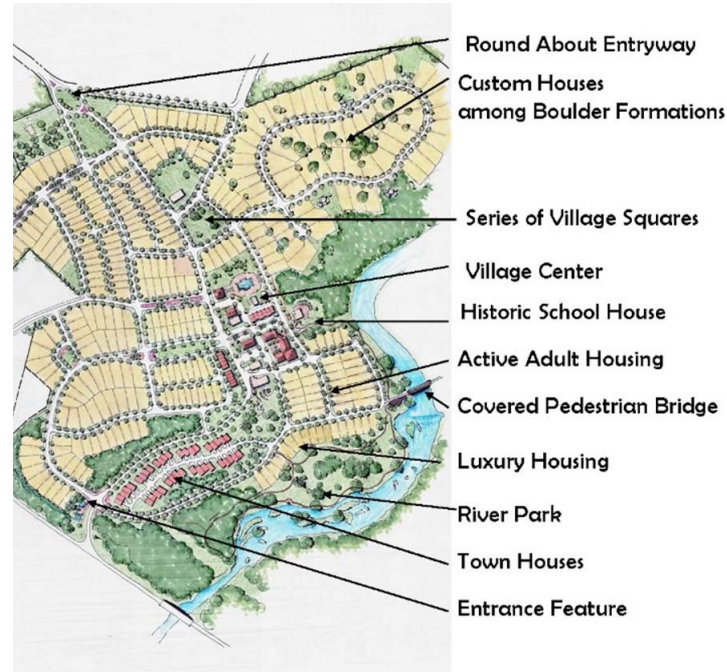
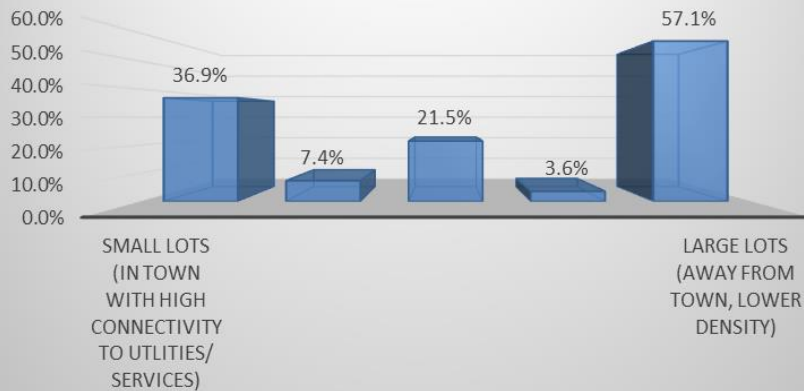
Timing of new development projects is subject to market conditions; however, land use changes (rezonings) for individual developments and capital facilities planning through the Capital Improvements Plan (CIP) and impact fees can help ensure adequate community infrastructure to support increases in residents, businesses, and tourists.

### The best way for a community to develop is through...



Accommodating new residents and businesses into the existing community fabric can be challenging as reflected in the survey responses. Support for new construction at 44.6% is balanced with 32% for infill/reuse/preservation as a viable alternative. Similarly, 57.1% of survey responses prefer large lots away from towns and at a lower density as the best location for new residential development. At the same time 36.9% like small lots in towns with high connectivity to utilities and public services. Redevelopment typically occurs in established neighborhoods and areas with existing infrastructure (roads, utilities, and parks), while new development tends to happen in undeveloped areas such as “green fields” often without established existing infrastructure. Both patterns of development are positive signs of a healthy and growing economy, and both can be successful in the various communities of Chester County.

### New residential development should take place primarily on...



Source: Chester County Gateway Master Plan and Merrifield Patrick Vermillion MVP Properties

## PUBLIC ENGAGEMENT – CHESTER TALK BACK SESSIONS

Over the course of three years (2016-2020) Chester Talk Back Sessions gave members of the Chester community a voice in local government matters. With strong support from elected officials and staff of Chester County and the City of Chester, five open-mic sessions were held on a variety of topics ranging from community appearance to housing to small business opportunities.

- Talk Back I – March 2016
- Talk Back II – January 2017
- Talk Back III – October 2017
- Talk Back IV – May 2018
- Talk Back V – September 2018
- Talk Vack VI – August 2020



## PUBLIC ENGAGEMENT – COMMUNITY DROP-INS

### WEST CHESTER COMMUNITY DROP-IN – JUNE 2018

Held at the West Chester Community Center, residents from West Chester helped identify community assets (below). Concerns were also voiced about challenges they face: road maintenance needs, dilapidated houses and businesses, updates for recreation facilities, and response times for emergency services.



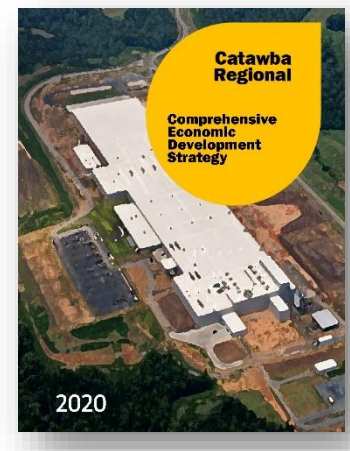
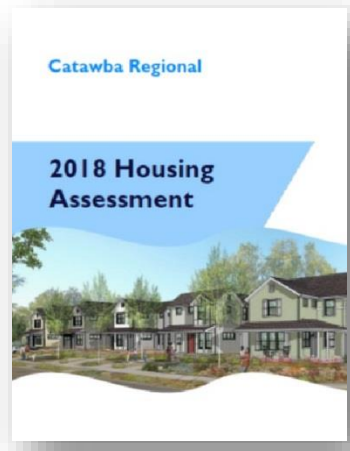
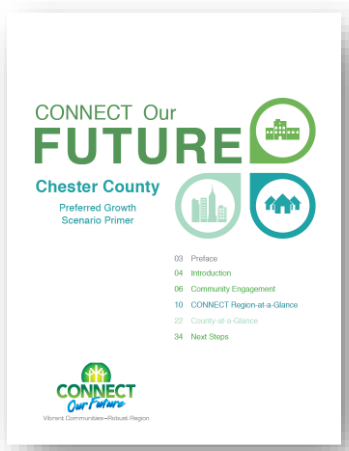
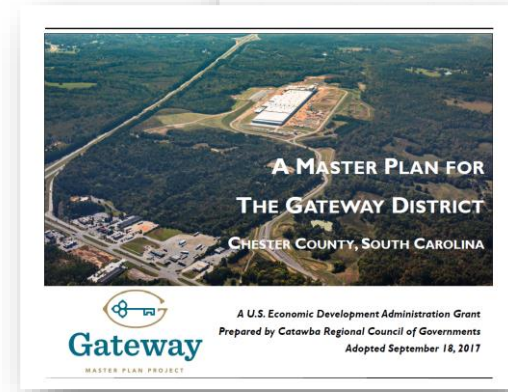
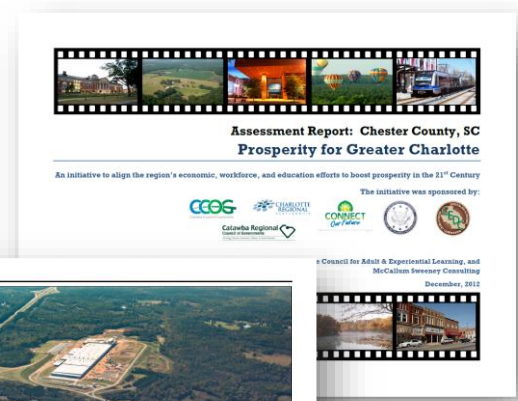
### CITY OF CHESTER DROP-IN – AUGUST 2018

Held at the Chester County War Memorial Building, residents from the greater Chester community attended and discussed a variety of topics including parks and recreation, healthy/active lifestyles, workforce housing, historic downtown Chester, safety, and maintenance of rental properties. Community health was a central theme that encompasses several areas of interest and recent efforts by Eat Smart Move More Chester County, Carolina Thread Trail, and Chester Farmers and Artisan Market. Also of note is Chester’s historic downtown which is “large and intact” thereby providing opportunities for place-making and promoting historical tourism.

# CHAPTER 12 STRATEGIC ACTION PLAN

The final section of the Chester County Comprehensive Plan 2019-2029 is the **Strategic Action Plan**. Its purpose is to provide meaningful and focused action steps that can be taken to improve, protect, and enhance the livability of Chester County. Several planning initiatives and planning documents have been completed in recent years regarding Chester County's future, including:

- **CONNECT: Our Future Bi-state Regional Plan**
- **Prosperity for Greater Charlotte**
- **CDBG Needs Assessments**
- **Catawba Regional Housing Assessment**
- **Catawba Regional Comprehensive Economic Development Strategy**
- **Gateway Master Plan**
- **Chester County Economic Development Strategic Plan**
- **Southern Regional Education Board Needs Assessment Report**



## CHAPTER 13 REGIONAL PLANNING

**CONNECT: Our Future** was a three-year regional planning program (2012-2014) aimed at bringing together communities, counties, states, businesses, educators, non-profit organizations, and the general public across 14 counties in North and South Carolina to develop a shared, long-term vision for the future of the region. It builds on the CONNECT Vision completed in 2008 and continues the region's focus on well-managed growth, a safe and healthy environment, a strong and diverse economy, high quality education opportunities, enhanced social equity, and increased collaboration among jurisdictions.

The CONNECT Region is expansive, covering 7,100 square miles and 1.127 million parcels of real estate, 2 states, and 14 counties. It includes 120 local communities and countless special districts, such as fire districts, school districts, soil and water conservation districts, transportation divisions, etc. Cities and towns in the region range from large metropolitan centers to rural crossroads. Environmental features, such as water basins, prime agriculture soils, and air quality, bind the region together and blur city, town, county, and state boundaries.






Together, the CONNECT Region represents a land area larger than the State of Connecticut and a population greater than 15 US States (US Census Bureau, 2010). US Census data indicates the CONNECT Region was the fastest growing metropolitan region, with a population over one million, in the United States between 2000 and 2010, and projections indicate the population could nearly double in four decades (2050). The region is home to the world headquarters for eight Fortune 500 companies as well as other major employers in medical, manufacturing, energy, financial, and transportation business sectors. Over half of the region's workforce lives in one county and works in another, which reinforces the need for more coordinated decision-making processes in housing, transportation, economic development, and other supporting infrastructure.

A major deliverable resulting from this regional plan is the Preferred Growth Scenario Primer that summarizes four alternative future year growth scenarios contemplated for the region and outlines the tradeoffs between them for preparing a preferred regional growth framework (comprised of a preferred growth scenario map, supporting recommendations, and a toolkit of best practices). It highlights the results from model indicators developed using CommunityViz scenario planning software and captures the thoughts and opinions from participants in a third round of community engagement activities aimed at vetting the four alternatives. Local governments, regional councils and organizations, state agencies, and private entities are



encouraged to implement items under the growth framework in accordance with local procedures and residents' stated preferences for change.

The Primer document was used as a resource for identifying strengths, weaknesses, opportunities, and trade-offs associated with each of the alternative growth scenarios. Participants also worked together to learn more about the push and pull relationships between the environment, development patterns and intensities, supporting infrastructure, and fiscal sustainability for defining the tenets of a preferred growth scenario for the CONNECT Region and specifically Chester County. Other resource documents that support the scenario planning initiative for CONNECT: Our Future are available on the project's website. [www.ConnectOurFuture.org](http://www.ConnectOurFuture.org)

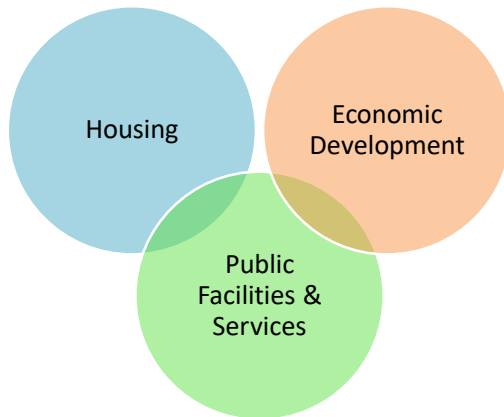
<b>CONNECT Top 5 Growth Priorities for Chester County</b>				
				
<b>Support Our Communities</b>	<b>Cost of Providing Services</b>	<b>Support Local Farms</b>	<b>Parks and Open Space</b>	<b>More Transportation Choices</b>
People said that cities and towns are important to them, and that vibrant and active town centers matter. One way this can happen is to direct growth inside communities instead of outside of them.	People believe that controlling the cost of government is important, including the cost of growth associated with providing services for water, sewer, schools, parks, and transportation. Maximizing revenue generated from development helps offset the cost of providing services.	People said preserving farmland and local farms is important to protect the beauty of the region and create jobs.	People said parks, greenways, nature preserves, ball fields, open space, and other natural assets are important to them.	People said more transportation choices – walking, bicycling, transit, and automobile – are important to them.



## CHAPTER 14 THEMES

The Comprehensive Plan is a compilation of information, ideas, and policies from multiple agencies with a vested interest in the future of Chester County. Identifying and organizing the priorities from the public, private, and non-profits sectors in a coherent and seamless manner is an ongoing process. The concept of using available resources and momentum already created by community partners is not unique to this project, but it is often overlooked due to the immediacy of daily activities. The Great Recession (December 2007 to June 2009) taught us several lessons; chief among these is that continued reliance on state and federal coffers to fund local projects is not sound fiscal policy. Leveraging resources—knowledge, facilities, financing—from all sectors will make Chester County more attractive for growth and put it in a position to withstand future economic storms.

### Key Themes



Three key themes—Housing, Economic Development, and Public Facilities and Services—arose from these planning efforts and will be further developed and refined in this **Strategic Action Plan** to help connect policies and projects with partners and resources so that tangible improvements can be made and tracked over time. This method of accountability will help demonstrate that progress is being made and that success is a by-product of collaboration, teamwork, and intentional investment in shared goals and objectives.

The format of the following sections is intended to aid and support implementation of this plan by clearly listing details that include the following:

<b>Action Step</b>	A policy, project, or service.
<b>Partner</b>	Public or private sector entity.
<b>Funding Source</b>	Financial resources via grants, loans, or in-kind services.
<b>Timeframe</b>	Immediate (1 year), Short-term (2-5 years), or Ongoing (1-10 years)
<b>Plan Element</b>	To ensure compliance with SC law.

## HOUSING

Housing is a fundamental need that all people in society have, and the residents of Chester County are no different. The **Analysis of Impediments to Fair Housing Choice in Chester County** prepared by Catawba Regional revealed “that low incomes and high unemployment along with a lack of affordable housing are the primary impediments to fair housing in the county.” Recent economic development activities have helped replace “jobs lost in the textile industry, but many more new jobs are needed in order to lower unemployment, raise wages, and slow the loss of population in the county.”<sup>1</sup> The **Catawba Regional Housing Assessment** is an evaluation of the economic conditions and general housing affordability within each county of the region as well as an assessment of the burden of housing costs upon its residents. This study serves as a foundation and catalyst for addressing workforce housing needs in Chester County and the region. The following action steps will help improve housing in Chester County.

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
1. Enforce the International Property Maintenance Code to address sub-standard housing conditions and continue to support the elimination of slum and blight.	Local Councils Code enforcement staff Private property owners	N/A	Immediate Year 1	Housing Population
2. Increase and expand the availability and accessibility of affordable homeowner and rental housing opportunities.	Private sector builders Non-profit builders (I-58) Chester Housing Authority (City of Chester Only) Planning Commissions	Private sector HUD CDBG	Ongoing Years 1-10	Housing Economic Land Use Population

<sup>1</sup> Analysis of Impediments to Fair Housing Choice in Chester County.

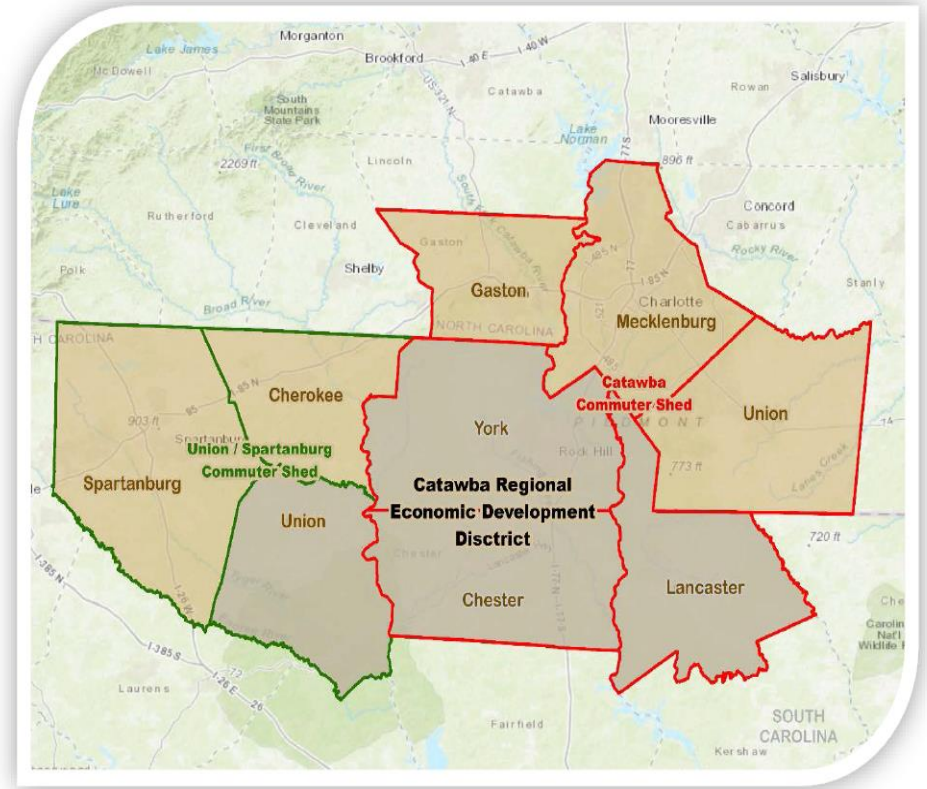
ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
	Local Councils			
3. Encourage higher density housing development, where appropriate, in or adjacent to areas with adequate infrastructure, particularly municipalities and designated small area planning area, like the Gateway District or the future SC 9/Fort Lawn plan.	Planning Commissions Local Councils Private sector builders Non-profit builders	N/A	Short-term Years 2-5	Housing Land Use Transportation Community Facilities
4. Leverage the success of the Neighborhood Initiative Program to spur the redevelopment of vacant lots for affordable workforce housing. <sup>2</sup>	Catawba Regional COG Private sector builders Non-profit builders	Private sector HUD CDBG	Short-term Years 2-5	Housing Economic
5. Promote the development of more housing choices—type, location, and price—to meet existing and future housing market demands that appeal to young professional employees, empty-nesters, and seniors—by updating land development codes and ordinances.	Private sector builders Non-profit builders Local land owners Planning Commissions Local Councils	Chester County	Short-term Years 2-5	Housing Land Use Population

<sup>2</sup> Workforce housing (\$150-250,000) for skilled workers, public sector (teachers, first responders), and service sector workers.

## ECONOMIC DEVELOPMENT

Chester County is located in the Catawba Region of South Carolina which also includes the counties of Lancaster, Union, and York. Economic potential in this region is promising, due largely to the fact that location, existing development, labor force, educational institutions, and natural and cultural resources provide a sound foundation for economic growth. In order to take advantage of this potential and alleviate persistent problems with low-income levels and unstable employment patterns, a mutual effort is needed from both public and private sectors. The **Catawba Region's Comprehensive Economic Development Strategy or CEDS** is a coordinated economic district planning program used by local governments.

This annual report includes a wide range of demographic and socio-economic data paired with detailed analysis of the impact of the data presented; additionally, the geographic scope of analysis includes counties outside the Catawba Region. With an understanding that the economy of the Catawba Region's four counties is influenced by surrounding counties' economies, two additional regions and data sets are included in the scope of analysis as shown in the map above. The Catawba Region Commuter Shed includes the South Carolina counties of Chester, Lancaster, and York and the North Carolina counties of Gaston, Mecklenburg, and Union. By working together with neighboring jurisdictions, Chester County can better leverage resources and deliver a higher level of sustained success for workers and employers now and in the future.



Source: Esri and CRCOG

The Catawba Region Commuter Shed includes the South Carolina counties of Chester, Lancaster, and York and the North Carolina counties of Gaston, Mecklenburg, and Union. By working together with neighboring jurisdictions, Chester County can better leverage resources and deliver a higher level of sustained success for workers and employers now and in the future.

The following action steps will help strengthen and improve existing economic development activities and leverage resources to diversify the economy of Chester County.

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
1. Protect existing industrial developments while promoting new industries and economic development opportunities.	I-77 Alliance Chester Development Association. Local Councils SC Department of Commerce	EDA RIA	Immediate Year 1	Economic Population
2. Continue to create an environment which leads to increased industrial investment for the Chester County economy.	I-77 Alliance Chester Development Association. Local Councils SC Department of Commerce		Ongoing Years 1-10	Economic Land Use Community Facilities
3. Continue to support brownfields revitalization through assessment, re-use, demolition, and clearance of former textile mill sites and dilapidated buildings.	Local Councils Catawba Regional COG	EPA CDBG	Ongoing Years 1-10	Economic Land Use Cultural Housing
4. Develop career pathways with local educational partners and businesses within key Industry Target areas: chemicals, food and beverage products, advanced materials, and transportation equipment.	Chester County Schools York Technical College	WIOA	Ongoing Years 1-10	Economic Population

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
	Workforce Development Board Chester Development Association			
5. Continue to leverage resources to strengthen workforce development activities including occupational skills training in the Catawba target sectors: healthcare, maintenance/manufacturing, transportation/logistics, building/construction, and office/computer technology.	Workforce Development Board Chester County Schools York Technical College Chester Development Association	WIOA	Ongoing Years 1-10	Economic Population Community Facilities
6. Support local farms and agri-tourism efforts to promote rural economies and locally produced foods.	Chester Food Hub Eat Smart Move More Chester Catawba Farm & Food Coalition Olde English District	USDA SCDA SCDHEC	Ongoing Years 1-10	Economic Natural Resources

### ***ECONOMIC DEVELOPMENT ACRONYMS***

EDA – Economic Development Administration

EPA – Environmental Protection Agency

WIOA – Workforce Innovation and Opportunity Act

USDA – US Department of Agriculture

RIA – Rural Infrastructure Act

SCDA – SC Department of Agriculture

SCDHEC – SC Department of Health and  
Environmental Control

## PUBLIC FACILITIES AND SERVICES

Public facilities and services are the backbone of a successful community. Roads, schools, libraries, and other infrastructure are necessary and essential for daily activities in Chester County. These community facilities help define the areas that they serve, and care should be taken to plan, build, and maintain them so that residents, businesses, and visitors can enjoy them for generations. A prudent approach to managing the public's investment in facilities is to prepare a Capital Improvements Program or CIP to determine capital facilities needs within a 10-year timeframe. This tool helps take stock of existing facilities and financial resources as well as plans for expansion of services due to growth in employment and population.

Public services go hand-in-hand with facilities. Public safety, education, economic development, etc. all depend on public facilities for delivery. While the CIP and impact fees will help fund facilities, services rely on annual tax revenues or fees and are accounted for in the operating budgets of their respective public bodies. Continuing to leverage partnerships between the public, private, and non-profit sectors and faith community is vital.

The county is currently in the process of completing their CIP. Once complete, the county will evaluate the feasibility of creating an impact fee to address anticipated growth in the Gateway/I-77 Exit 65 area.

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
1. Develop a Capital Improvements Program to help plan for capital facilities and major equipment investments for the next decade.	Chester County Council Consultant	Chester County	Immediate Year 1	Priority Investment
2. Prepare an Impact Fee Study as a funding tool for eligible capital projects.	Chester County Council Consultant	Chester County	Immediate Year 1	Priority Investment
3. Continue to improve the transportation network in Chester County to enhance economic development, tourism, and healthy lifestyles.	SCDOT Catawba Regional COG Chester County CTC	FHWA State of SC	Ongoing Years 1-10	Transportation Economic Population



ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
4. Support school facilities improvements to address age, capacity, and location issues.	Chester County Schools	Chester County School District	Short-term Years 2-5	Community Facilities  Cultural Resources  Land Use
5. Promote the maintenance and development of recreation facilities that support healthy lifestyles and combat chronic illnesses affecting Chester County residents.	Eat Smart Move More Chester  Local Councils  Private and non-profit sectors  SC Parks, Recreation and Tourism	SCPRT  Foundations	Short-term Years 2-5	Community Facilities  Population  Transportation
6. Continue to support existing recreation assets including Chester State Park, Landsford Canal State Park, and Sumter National Forest.	SC Parks, Recreation and Tourism  Olde English District	SCPRT	Ongoing Years 1-10	Community Facilities  Population  Natural Resources

***PUBLIC FACILITIES AND SERVICES ACRONYMS***

CTC – County Transportation Committee

FHWA – Federal Highway Administration

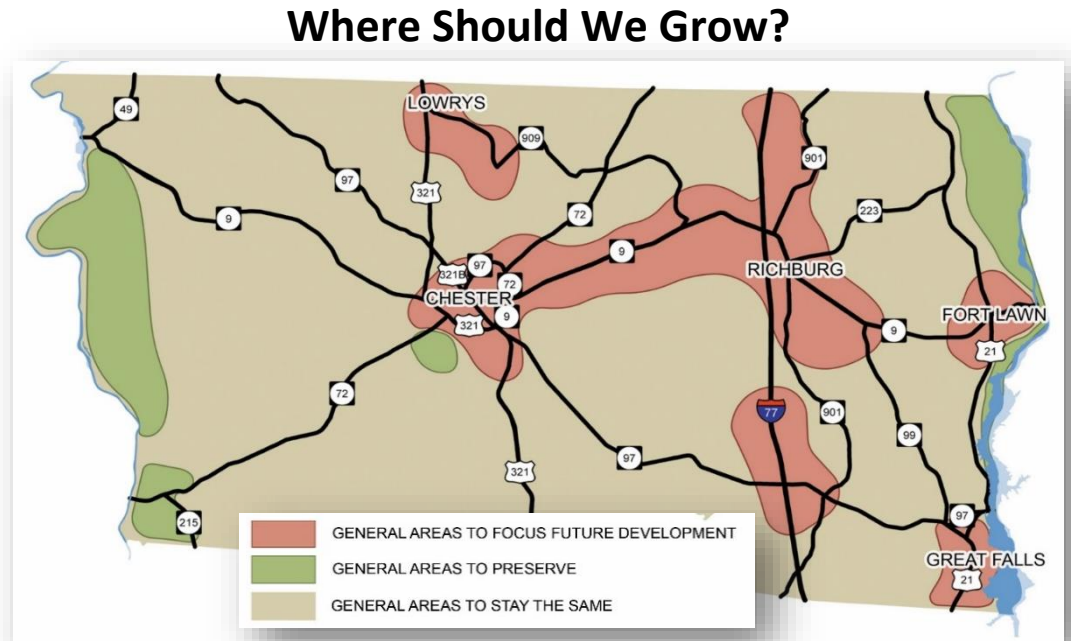
SCPRT – SC Department of Parks, Recreation  
and Tourism

SCDOT – SC Department of Transportation

## FUTURE LAND USE PLAN

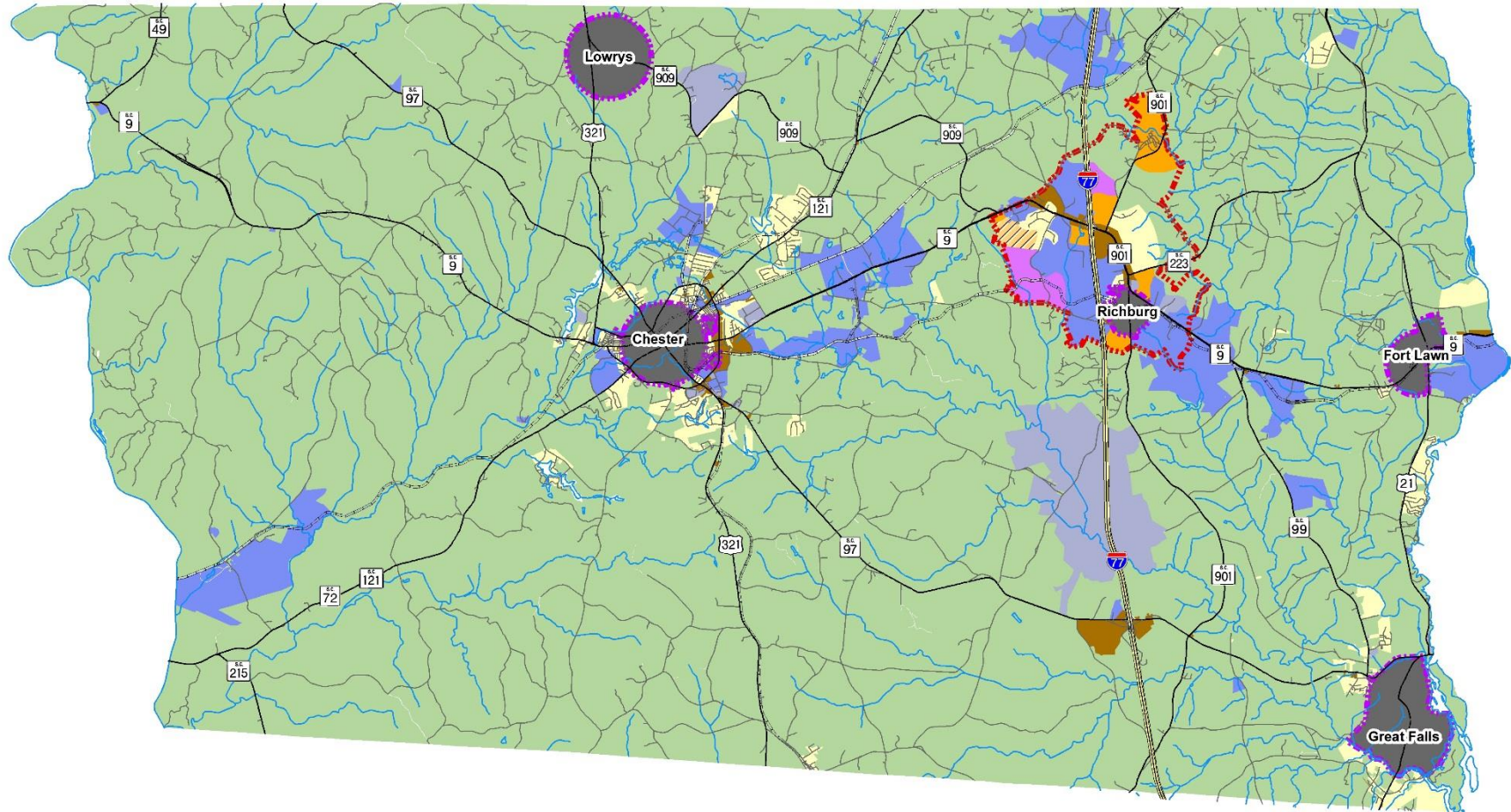
The Future Land Use Plan takes into consideration community assets and public infrastructure (existing and proposed) that was identified in preceding sections of the Comprehensive Plan to provide a context for policy-makers to use when updating ordinances and policies that affect future public and private development activities. It also locates in general terms where future growth may occur in the county and specifically where it may occur in relation to the municipalities. The map on this page is a visual tool that helps answer the question of where growth should occur based on three choices:

- Areas to focus future development
- Areas to preserve
- Areas to stay the same



Source: Chester County, CRCOG, and SCDOT

To increase the likelihood that a new zoning ordinance and map will better reflect key principles, intended development patterns, and standards discussed in the Comprehensive Plan, seven general land use classifications have been used. This approach will provide flexibility for appropriately mixing land uses and re-shaping the current development pattern of the county to protect each local community's natural and cultural assets while balancing the demands for growth. Similarly, when the Gateway Area Master Plan was prepared, nine land use categories were identified as the framework for future development. The Future Land Use Map on the following page incorporates the Gateway District boundary and land uses. Also, areas within the municipalities are shaded to reflect their independent decision-making authority. The Gateway Master Plan should be used as a supplement to the Comprehensive Plan that can be amended and updated as needed.



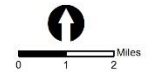
Land Use Category	Gateway Land Use	Road Type
Rural Living	Rural Living	Interstate
Suburban Neighborhood	Single Family Residential	Major Road
Suburban Center	Mixed Residential	Local Road
Walkable Center	Mixed Use	Rail Road
Town Center	Town Center	Water Feature
Industrial Center	Commercial	Municipality
Special District	Mixed Use Industrial	Gateway Planning Area
	Industrial	
	Institutional	

# Future Land Use Map

## Chester County Comprehensive Plan



**Catawba Regional**  
Council of Governments  
215 Hampton Street • Rock Hill, SC 29731  
phone 803.327.9041 • fax 803.327.1912  
www.catawbaocog.org



Revised December 2018  
Data Sourced from Catawba Regional Council of Governments,  
& Chester County Planning Department  
Catawba Regional COG disclaims any liability or responsibility for  
damages that may arise from the use of this map. While efforts  
have been made to insure accuracy, utility of this map and data  
therein should be limited to representational purposes only.

# COMMUNITY TYPES

The Land Use Map uses a simple, but important concept introduced during the CONNECT regional planning process—designating areas based on “community types.” Community types are physical descriptions of different kinds of built or natural environments such as “rural living,” “walkable neighborhood,” or “suburban commercial center” to name just a few. The use of community types marks a significant shift in planning practice in the last two decades, away from conventional and functional designations that merely specified the use of land and towards a renewed interest in the relationships between land uses and urban design. The objective of this more contextual way of classifying land uses is to produce more economically and environmentally attractive places to live, work, and play.

Detailed descriptions and graphics for each of the future land use classifications are available in the Appendix (example shown here). This information will be used as the foundation for re-writing development codes and updating the zoning map. Additional graphics for the future land use categories are provided on the following pages as illustrative examples that are readily understandable and relatable to existing communities in Chester County.

**Rural Living**

The Community Type “Rural Living” includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded “conservation subdivisions” whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations.

**Place Types Included:**

- Working Farm (WF)
- Rural Living (RL)
- Conservation-based Subdivision (CBS)
- Rural Crossroads (RC)

**Land Use Considerations**

Land uses listed for the community type represent typical development in the category. They are not meant to be an exhaustive list of all permitted or conditional uses that would be allowed in the place type.


- Cultivated Farmland
- Woodlands / Timber Harvesting
- Livestock / Arable
- Natural Area
- Single-Family Detached Home
- Smaller-lot Single Family and Town Homes
- Mobile Home
- Barns / Storage
- Light Industrial (ancillary to farming)
- Church
- Gas Station
- Convenience Store / Hardware Store / Restaurant

**Form & Pattern**


The form and pattern table displays generalized development characteristics associated with the place type. Working together, these elements reinforce a sense of place and community brand important to distinguishing development in this category from others in the region.

Form & Pattern	
General Development Pattern	Separate Uses
Residential Density	.05-.25 DU/A <sup>1</sup>
Non-Residential Intensity	.05-.20 FAR <sup>2</sup>
Prevailing Building Height	1-2 Stories
Transportation Choices	Auto
Typical Block Length	N/A
Open Space Elements	Natural Areas/Stream Corridors
Street Pattern	Curvilinear
Street Connectivity	Low
Parking Provisions	Private Drive
Typical Street Cross Section	Rural/Suburban


<sup>1</sup>(D.U.) – Dwelling Unit, <sup>2</sup>(F.A.R.) – Floor Area Ratio  
<sup>3</sup>(S.F.) – Square Feet, <sup>4</sup>(L.F.) – Linear Feet



Rural Crossroads



Working Farms



Rural Living

## Rural Living

---



## Suburban Neighborhood

---



Source: Connect our Future

## Suburban Center

---



## Walkable Center

---



## Town Center

---



## Industrial Center

---





## PRIORITY INVESTMENT PLAN

In May 2007, the South Carolina Priority Investment Act (PIA) was signed into law. The PIA consists of amendments to the 1994 Local Government Comprehensive Planning Enabling Act that include adding a new Priority Investment Element to the list of required elements for local comprehensive plans. The Priority Investment Element serves to connect the major capital improvement needs identified in the other elements of the comprehensive plan. State Law notes that:

A priority investment element [is required] that analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects for expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads, and schools. The recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies. For the purposes of this item, 'adjacent and relevant jurisdictions and agencies' means those counties, municipalities, public service districts, school districts, public and private utilities, transportation agencies, and other public entities that are affected by or have planning authority over the public project. For the purposes of this item, 'coordination' means written notification by the local planning commission or its staff to adjacent and relevant jurisdictions and agencies of the proposed projects and the opportunity for adjacent and relevant jurisdictions and agencies to provide comment to the planning commission or its staff concerning the proposed projects. [[www.scstatehouse.gov/code/t06c029.htm](http://www.scstatehouse.gov/code/t06c029.htm)]

The legal definition of 'public infrastructure and facilities' is somewhat flexible; therefore, this element will include a ten-year inventory of public facilities and infrastructure improvements that have an estimated cost of at least \$100,000 and are identified in one or more of the following:

1. Capital Sales Tax Projects
2. Chester County Capital Improvements Program
3. Strategic or Capital Plans for any unit of local government in Chester County
4. Strategic or Capital Plans for any utility provider in Chester County
5. Strategic or Capital Plans for any state or federal agency in Chester County

The County is currently in the process of developing a Capital Improvement Plan, once complete, the Priority Investment Element can be completed.

**CHESTER COUNTY, SOUTH CAROLINA  
ORDINANCE NO. 2021-13**

**APPROVING THE EXECUTION AND DELIVERY OF A  
PROJECT AGREEMENT BETWEEN THE COUNTY AND  
PROJECT VILLAGE DRIVE; AND OTHER RELATED  
MATTERS.**

WHEREAS, South Carolina law authorizes counties to take actions not inconsistent with the Constitution and general laws of the State, regarding any subject the county finds necessary and proper for the general welfare and convenience of the county, including to execute and deliver contracts, to assist in redeveloping blighted areas, and to receive funds and expend funds;

WHEREAS, a project known to Chester County, South Carolina (“County”) as Project Village Drive, which is to be developed by [ENTITY] (“Developer”), which owns, or intends to purchase, real property in the County at one or more parcels as more fully described on the attached Exhibit A, which is attached to this Ordinance and incorporated herein by reference (“Property”);

WHEREAS, on Property, Developer intends to design and construct a [mixed used development, consisting of multi-family, retail, restaurant, and other related facilities] (collectively “Development”), which will result in the expenditure of approximately \$[] in capital investment;

WHEREAS, the County intends to assist with Development by (a) making improvements to public infrastructure, (b) providing Developer with development grant funds, and (c) acquiring parcel(s) to assist Developer with land acquisition;

WHEREAS, the County and Developer have memorialized each party’s respective commitments in an agreement, the substantially final form of which is attached as Exhibit B, which is attached to this Ordinance and incorporated herein by reference (“Project Agreement”).

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

**Section 1. *Incorporation of Findings.*** The County hereby adopts and incorporates the findings contained in the “WHEREAS” clauses above.

**Section 2. *Project Agreement Approval.*** The Project Agreement, attached as Exhibit B, which is now before this meeting, is approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Project Agreement were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk of the County Council be, and they are hereby authorized, empowered and directed to execute, acknowledge, and deliver the Project Agreement in the name and on behalf of the County, and thereupon to cause the Project Agreement to be delivered to the developer. The Project Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder, or otherwise constitute a major or moderate modification as provided in the form of the Project Agreement, and which shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Project Agreement now before this meeting.

**Section 3. *Additional Provisions.***

(a) The Supervisor/Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

**ORDINANCE NO. 2021-13**

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder; and

(e) All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

**ORDINANCE NO. 2021-13**

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Dr, Wylie Frederick, Interim Chair, County Council  
Chester County, South Carolina

*[SEAL]*

Attest:

\_\_\_\_\_  
Karen Lee, Clerk to County Council  
Chester County, South Carolina

First Reading:           September 7, 2021  
Second Reading:       November 15<sup>th</sup>, 2021  
Public Hearing:           December 6<sup>th</sup>, 2021  
Third Reading:          December 6<sup>th</sup>, 2021

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

**EXHIBIT B**  
**FORM OF PROJECT AGREEMENT (PROJECT VILLAGE DRIVE)**

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

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

(C) The County agrees that if the Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall commencement of construction occur on or after a date that is ~~eighteen (18)~~12 months after the Agreement Date.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment in writing, substantially in the form of Exhibit F attached hereto, to the Planning Director for the County who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment shall include an explanation and justification. The proposed adjustment shall become effective ~~30~~60 days from receipt by the Planning Director for the County unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the ~~30~~60-day period. ~~The County agrees that it will not unreasonably withhold its consent to any adjustment to the development schedule requested by the Developer, if the developer is able to demonstrate there is good cause to modify the development schedule as requested.~~

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

#### **Section 1.09. Benefits and Burdens.**

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

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

for the term of this Agreement when the Developer has complied with all requirements of section 5.19 of this Agreement.

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021-11, the UDO and the terms of this Agreement if and only if the Developer has complied with all the requirements of section 5.19 of this Agreement. ~~The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned or assumed from time to time consistent with this Agreement.~~

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) The Developer acknowledges that the County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

**Section 3.02. Effect on Vested Rights Act and County Ordinance No. 11.** The Parties agree that vested rights conferred upon the Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated Section 6-29-1510 through and including Section 6-29-1560, as amended, or the provisions of Ordinance No. 11, the County's ordinance relating to the Vested Rights Act.

**Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.**

(A) It is recognized that laws and regulations will periodically change. The County shall not enforce subsequently adopted laws and land development regulations on the development of the Property except in conformance with the procedures and provisions of Section 6-31-80(B) of the Act in effect as of the Effective Date.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property. No moratorium or schedule for allocation or approval of any development permits as set forth in Section 3.04 hereof, or any other subsequently adopted laws and land development regulations shall affect the rights and prerogatives of the Developer under this Agreement except in conformance with Section 5.02 hereof.

(C) The Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by the County.



### Section 3.04. Development Permits.

(A) Notwithstanding this Agreement, the Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Site Plan approval;
- (2) Preliminary plan approval;
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) The failure of this Agreement to address a particular development permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with this Agreement, the law governing the permitting requirements, conditions, terms, or restrictions, as may be applicable. The failure of this Agreement to address a particular development permit does not abrogate the Development Rights arising out of this Agreement where such development permit is customary or necessary for the development of the Property, and consistent with the intent and purpose of this Agreement.

(C) With respect to the County's review and processing of subdivision plats, development plan applications, grading permits, building permits, certificates of occupancy and other County permits, applications and approvals relating to the development of the Property (including dwellings and other improvements thereon), the County shall approve or reject (and, in the case of a rejection, provide feedback necessary for the Developer to resubmit any such submittals) within the time limitations as set forth in the County ordinances.

### Section 3.05. Transfer of Real Property and Assignment of Development Rights.

(A) Nothing in this Agreement shall limit or constrain the Developer's right to legally convey, sell, transfer, ground lease, or otherwise dedicate any portion or all of the Property or an interest therein to any other person, firm, corporation, or entity.

Together with any conveyance or transfer of interest in a portion or all of the Property, the Developer may assign any portion or all of its Development Rights under this Agreement to such transferee or grantee. ~~The County shall be deemed to have released the~~, provided, however, that the County as a result of the assignment does not release any current or prior Developer from ~~some~~ any or all of its obligations under this Agreement, ~~and, if~~ if a purchaser, lessee, or other successor in interest of any portion of the Property ~~shall be deemed~~ becomes a Developer under this Agreement, then the each current and prior Developer remains, and the additional Developer becomes, responsible for the performance of the development obligations and the additional Developer is entitled to the Development Rights appurtenant to the portion of the Property so transferred, upon the recording with the Chester County Clerk of Court, together with recording of the instrument transferring an interest in the Property, an Assignment substantially in the form of Exhibit G attached hereto that (i) indicates the grantee's or transferee's acceptance of the development obligations, and (ii) identifies the Development Rights assigned to the grantee or transferee, appurtenant to the portion of the portion or all of the Property so assigned. The Developer may, at its sole discretion, retain those

## ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

**Section 4.02. Payment of Costs.** In addition to any other fees for which this Agreement provides, the Developer shall pay the County's legal fees incurred with the preparation of this Agreement, various conferences with County staff, and attendance at County meetings, and other related matters, in an amount not to exceed \$~~7,500~~. Such amount shall be paid within 30 days of the Developer's receipt of an invoice for legal fees, which shall contain a generic (non-privileged) description of the services performed but need not include individual time entries and descriptions.

### **Section 4.03. Other Charges or Fees.**

(A) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

(B) All single-family detached dwellings shall be subject to a \$1,500 impact fee, payable by the building permit applicant to the County at the time of issuance of the building permit.

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

(A) Roads. The Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Developer is also responsible for maintenance of all roads that are not public roads. The Developer acknowledges that the County will only accept and maintain as public roads those roads constructed in full compliance with the UDO and providing connectivity to the County road system or serving as a necessary component for the proper development of the County road system. The County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. The Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

**Section 5.03. Periodic Review.** At least every 12 months, the Planning Director for the County, or the designee of the Planning Director for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

**Section 5.04. Breach of Agreement.**

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for the County, or the Planning Director's designee, determines that the Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for the County shall serve notice in writing, within a reasonable time after the periodic review, on the Developer setting forth with reasonable particularity the nature of the breach and the information supporting the determination, and providing the Developer ~~ninety (90)~~30 days in which to cure or rectify said breach or account for those obligations pursuant to this Agreement that have a material effect on the ability of the Developer to cure such breach.

(B) If the Developer fails to cure the breach within ~~ninety (90)~~30 days, or if the breach cannot be cured within such ~~ninety (90)~~30 days period and the Developer does not commence to cure the breach within such ~~ninety (90)~~30 days period, and thereafter diligently pursue the same to completion, then the County may unilaterally terminate or modify this Agreement; provided, that prior to terminating or modifying this Agreement as provided in this section, County Council must first give the Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

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

**Section 5.06. No Third-Party Beneficiary.** The provisions of this Agreement may be enforced only by the Parties and their successors and assigns. No other persons, natural or corporate, shall have any rights hereunder.

**Section 5.07. Recording of Agreement.** The Parties agree that the Developer shall record this Agreement with the County Clerk of Court within 14 days after the date of execution of this Agreement.

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

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

**Section 5.10. Estoppel Certificate.** Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of

the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

~~Within forty five (45) days of a receipt of a written request sent by the Developer to the County, the County shall issue an estoppel certificate in recordable form that with regard to the portion or all of the Property described in the request, and except as stated, there are no violations or breaches of this Agreement. The estoppel certificate will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against the Developer or its assignees properly holding rights hereunder, alleging any violation of this Agreement except as otherwise described in the estoppel certificate. If the County does not respond to such request within forty five (45) days of its receipt, the Property described in the request shall be deemed in compliance with this Agreement. A certificate of such conclusion may be recorded by the Developer, including a copy of the request and the notice of receipt and it shall be binding on the County as of its date. Such notice shall have the same effect as an estoppel certificate issued by the County under this Section.~~

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

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

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

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

**Section 5.15. Governing Law; Jurisdiction; and Venue.**

(A) This Agreement is governed by the laws of the State of South Carolina.

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

**Section 5.16. Counterparts.** This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

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

**EXHIBIT B**  
**DEVELOPMENT PROGRAM**

1. *Winchester Conceptual Rezoning Plan*: The Winchester Conceptual Rezoning Plan, [which is attached hereto as Exhibit \[\]](#), incorporated herein by reference, and made a part hereof, shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Winchester Conceptual Rezoning Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District*: The Property is in the PD (Planned Development) zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement.

3. *Permitted Uses*: The Property shall be permitted to be developed as a residential community to include single-family detached dwellings and their associated accessory uses and amenities (including, but not limited to, clubhouses, pools, pocket parks, seating areas, landscaped areas, playgrounds, open multi-purpose lawn spaces, dog parks, and trails), with all other uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Winchester Conceptual Rezoning Plan.

4. *Prohibited Uses*: The following uses shall not be permitted on the Property regardless of the provisions contained in the UDO: gas station, vape lounge, and gaming.

5. *Dimensional Requirements*: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the UDO and noted in the table below:

**MODIFIED MINIMUM DIMENSIONAL STANDARDS\***

a. Uses and densities for the development will be limited as shown on the Winchester Conceptual Rezoning Plan.

b. No homes will front on the main boulevard identified as “Road A” on the Winchester Conceptual Rezoning Plan.

c. Maximum structure height shall be 35 feet (*not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, and antennae*).

d. Medium Density Area:

- i. Minimum lot width: 30’
- ii. Minimum lot size: 2,700 square feet
- iii. Minimum front setback: 20’
- iv. Minimum side setback: 5’
- v. Minimum rear setback: 20’

e. Low Density Area:

- i. Minimum lot width: 60’

**EXHIBIT C**  
**DEVELOPMENT SCHEDULE**

This estimated Development Schedule is subject to update according to Section 1.07 of the Agreement. Within ~~ninety (90)~~30 days after the Agreement Date, the Developer anticipates beginning environmental assessments, site development studies, and/or plan development for the Property. Subject to approval by the County of development plans and permits, which approval the County agrees that it will not unreasonably withhold, the Developer anticipates beginning construction at the Property within ~~eighteen (18)~~12 months after the Agreement Date. Consistent with the long-term approach to planning and developing the Property, the County and the Developer anticipate the following interim completion dates for development of the Property pursuant to the Agreement.

<u>Year</u>	<u>Percentage Completed</u>
5	<del>40</del> <u>50</u> %
10	100%

For the limited purpose of this Exhibit C only, the Development of any portion of the Property shall be deemed completed upon the approval of a final plat for such portion.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]



6. **Severability.** If any provision of this Assignment shall be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected thereby.

7. **Notice to Chester County.** Assignor covenants and agrees for the benefit of Assignee that, to the full extent required under the Development Agreement, Assignor shall, prior to or contemporaneously with the making hereof, comply with all requirements of the Development Agreement regarding notice of Assignment to Chester County. Pursuant to Section 3.05 of the Development Agreement, Assignee shall have the obligation to record this executed Assignment with the Chester County Clerk of Court, together with the recording of the instrument transferring an interest in the Assignment Property to Assignee, ~~and upon the recording of this Assumption, Chester County shall be deemed to have released the Assignor from the development obligations assigned to Assignee.~~

8. **Binding Effect.** This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the title to the Property.

9. **Authority.** The undersigned Parties each represent and warrant that this Assignment has been duly authorized by all necessary company action.

10. **Counterparts.** This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

**[Insert Signature Pages]**

**[Insert Attachment A: Legal Description of Assignment Property]**



**Ordinance 2021-14**

------(SPACE ABOVE THIS LINE FOR RECORDING USE)-----

**SOUTH CAROLINA** ) **DEVELOPMENT AGREEMENT**  
 ) **WINCHESTER DEVELOPMENT**  
**CHESTER COUNTY** )

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of December \_\_, 2021 (“Agreement Date”), by and among Chester Land Holdings, LLC, a South Carolina limited liability company (“The Developer”), and the **CHESTER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate, a political subdivision of the State of South Carolina (“State”), each a “Party,” collectively “Parties.”

**RECITALS**

**WHEREAS**, the Developer owns legal title to certain real property consisting of approximately 334.8 +/- acres, located in the County and known as Winchester Development and more fully described in Section 1.04 of this Agreement (“Property”); and

**WHEREAS**, the County has rezoned the Property a PD (Planned Development) District; and

**WHEREAS**, the Developer and the County have determined that it is in the best interests of the County and the Developer to enter this Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and the Developer on the scope and terms of the development; and

**WHEREAS**, The Developer desires to obtain from the County in connection with the development, and County is willing to provide, assurances: (1) that the Property is zoned a PD (Planned Development) District for the duration of this Agreement, (2) that at receipt of the Developer’s development and construction permits, the Developer may proceed with the planned development and construction, and (3) that the Development Rights (defined below) will be vested for the duration of this Agreement; and

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

**NOW, THEREFORE**, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including 6-31-160, as amended (collectively, “Act”) and

Chester County Ordinance No. [] (“Ordinance No. []”), the parties to this Agreement, intending to be legally bound, agree as follows:

## ARTICLE I GENERAL

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

### **Section 1.02. Definitions.**

(A) In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings:

- (1) “County Council” means the governing body of Chester County, South Carolina.
- (2) “Development Rights” means the right of the Developer to develop all or part of the Property in accordance with this Agreement.
- (3) “Ordinance No. []” means Ordinance No. [] of County which is cited as the Development Agreement Ordinance for Chester County, South Carolina.
- (4) “UDO” means Ordinance No. [], as amended to be the most current adopted version on file with the County.

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

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

**Section 1.04. Property.** This Agreement applies to two (2) parcels of land identified as Chester County, South Carolina Tax Map Nos. 123-00-00-078-000 and 123-00-00-032-000, which is also referred to as the Property and reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

**Section 1.05. Zoning.** The Property is currently zoned PD (Planned Development) pursuant to Ordinance No. 2021-[].

### **Section 1.06. Development Program.**

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all standards contained in the most current version of the UDO unless otherwise modified by this Agreement. In the event of a conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control. The Development Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

### **Section 1.07. Development Schedule.**

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

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

(C) The County agrees that if the Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall commencement of construction occur on or after a date that is 12 months after the Agreement Date.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment in writing, substantially in the form of Exhibit F attached hereto, to the Planning Director for the County who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment shall include an explanation and justification. The proposed adjustment shall become effective 60 days from receipt by the Planning Director for the County unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 60-day period.

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

**Section 1.09. Benefits and Burdens.**

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

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

(C) The Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement.

**Section 1.10. Term.** The term of this Agreement shall commence on the Agreement Date and terminate 10 years thereafter as provided herein or by the Act; provided, however that the Developer and the County

may extend the Term of this Agreement or enter into subsequent development agreements upon mutual written consent to the extent permitted by the Act.

The expiration of the Term of this Agreement shall have no effect on the validity or authority of any restrictive covenants except as may be specifically provided for therein.

**Section 1.11. Required Information.** Ordinance No. [] requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

### Section 2.01. Representations and Warranties of County.

(A) The County has found that the development permitted by this Agreement is consistent with County's comprehensive plan and UDO.

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-[] in accordance with the procedural requirements of the Act, Ordinance No. [] and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2021-[] that at least two (2) public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

### Section 2.02. Representations and Warranties of The Developer.

(A) The Developer represents that the number of acres of highland contained in the Property is approximately 334.8 +/- acres.

(B) The Developer represents that, as of the Agreement Date, it owns legal title to the Property.

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

## ARTICLE III DEVELOPMENT RIGHTS

### Section 3.01. Vested Right to Develop.

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

(B) The County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by

reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021-11, the UDO and the terms of this Agreement if and only if the Developer has complied with all the requirements of section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) The Developer acknowledges that the County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

**Section 3.02. Effect on Vested Rights Act and County Ordinance No. 11.** The Parties agree that vested rights conferred upon the Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated Section 6-29-1510 through and including Section 6-29-1560, as amended, or the provisions of Ordinance No. 11, the County's ordinance relating to the Vested Rights Act.

**Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.**

(A) It is recognized that laws and regulations will periodically change. The County shall not enforce subsequently adopted laws and land development regulations on the development of the Property except in conformance with the procedures and provisions of Section 6-31-80(B) of the Act in effect as of the Effective Date.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property. No moratorium or schedule for allocation or approval of any development permits as set forth in Section 3.04 hereof, or any other subsequently adopted laws and land development regulations shall affect the rights and prerogatives of the Developer under this Agreement except in conformance with Section 5.02 hereof.

(C) The Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by the County.

**Section 3.04. Development Permits.**

(A) Notwithstanding this Agreement, the Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Site Plan approval;

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

(B) The failure of this Agreement to address a particular development permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with this Agreement, the law governing the permitting requirements, conditions, terms, or restrictions, as may be applicable. The failure of this Agreement to address a particular development permit does not abrogate the Development Rights arising out of this Agreement where such development permit is customary or necessary for the development of the Property, and consistent with the intent and purpose of this Agreement.

(C) With respect to the County's review and processing of subdivision plats, development plan applications, grading permits, building permits, certificates of occupancy and other County permits, applications and approvals relating to the development of the Property (including dwellings and other improvements thereon), the County shall approve or reject (and, in the case of a rejection, provide feedback necessary for the Developer to resubmit any such submittals) within the time limitations as set forth in the County ordinances.

### **Section 3.05. Transfer of Real Property and Assignment of Development Rights.**

(A) Nothing in this Agreement shall limit or constrain the Developer's right to legally convey, sell, transfer, ground lease, or otherwise dedicate any portion or all of the Property or an interest therein to any other person, firm, corporation, or entity.

Together with any conveyance or transfer of interest in a portion or all of the Property, the Developer may assign any portion or all of its Development Rights under this Agreement to such transferee or grantee, provided, however, that the County as a result of the assignment does not release any current or prior Developer from any or all of its obligations under this Agreement. If a purchaser, lessee, or other successor in interest of any portion of the Property becomes a Developer under this Agreement, then the each current and prior Developer remains, and the additional Developer becomes, responsible for the performance of the development obligations and the additional Developer is entitled to the Development Rights appurtenant to the portion of the Property so transferred, upon the recording with the Chester County Clerk of Court, together with recording of the instrument transferring an interest in the Property, an Assignment substantially in the form of Exhibit G attached hereto that (i) indicates the grantee's or transferee's acceptance of the development obligations, and (ii) identifies the Development Rights assigned to the grantee or transferee, appurtenant to the portion of the portion or all of the Property so assigned. The Developer may, at its sole discretion, retain those certain Development Rights and development obligations with respect to the portion of Property conveyed or transferred as may be more specifically set forth in the Assignment.

The Developer may transfer any or all Development Rights and/or development obligations to any person, firm, corporation, or entity even in an absence of a transfer of portion of Property and shall be entitled to effect a recording of an Assignment in accordance with this Section 3.05(A). Upon completion of the assignment, the Property Owner agrees to notify the County of such transfer and provide information in connection therewith, including the name, address and contact information for the transferee. This

notification to the County shall occur prior to notification to third parties and/or a public announcement of the transfer.

Any Developer shall be entitled to legally convey real property in accordance with this Agreement and to legally assign its Development Rights and/or development obligations in accordance with this Section 3.05(A) in an instrument substantially in the Form of Assignment attached hereto as Exhibit G.

(B) The recording requirement of an Assignment shall not apply to (i) any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) any third party purchaser at such a foreclosure; or (iii) any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Any such mortgage lender or subsequent purchaser shall be bound by the development obligations and be a beneficiary of the Development Rights as a the Developer successor in title to the Developer.

(C) Notwithstanding anything to the contrary in this Agreement, the Developer shall have the right to manage its corporate affairs in such manner that may cause another person, firm, corporation, or entity, including without limitation, the Developer's subsidiaries and affiliates, to assume some or all of the Developer's Development Rights and/or development obligations pursuant to this Agreement (the "Assumption"). The provisions of Section 3.05(A) hereof pertaining to Assignment of Development Rights and development obligations to the Developers shall not apply to an Assumption. Timely following any Assumption, the Developer shall notify the County of the identity and address of the person, firm, corporation, or entity for the purpose of Section 5.01 hereof, and such person, firm, corporation, or entity shall be substituted and considered the Developer under this Agreement. Where an Assumption pertains only to a portion of the Developer's Development Rights and/or development obligations pursuant to this Agreement, the Developer shall also notify the County of the extent to which the Development Rights and/or development obligations shall be assumed.

#### **ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS**

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

**Section 4.02. Payment of Costs.** In addition to any other fees for which this Agreement provides, the Developer shall pay the County's legal fees incurred with the preparation of this Agreement, various conferences with County staff, and attendance at County meetings, and other related matters, in an amount not to exceed \$7,500. Such amount shall be paid within 30 days of the Developer's receipt of an invoice for legal fees, which shall contain a generic (non-privileged) description of the services performed but need not include individual time entries and descriptions.

**Section 4.03. Other Charges or Fees.**

(A) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

(B) All single-family detached dwellings shall be subject to a \$1,500 impact fee, payable by the building permit applicant to the County at the time of issuance of the building permit.

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

(A) Roads. The Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Developer is also responsible for maintenance of all roads that are not public roads. The Developer acknowledges that the County will only accept and maintain as public roads those roads constructed in full compliance with the UDO and providing connectivity to the County road system or serving as a necessary component for the proper development of the County road system. The County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. The Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(B) Potable Water, Sewage Treatment, and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by one or more of the following Chester Municipal District, Chester Wastewater Recovery, and/or some other public or private entity. The Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the appropriate provider and *not* the County. The County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and/or sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Developer acknowledges that the County has no authority or responsibility for providing potable water services or sewer services in the County and that each service provider is a separate apart and distinct from the County over which the County has no control.

(C) Storm Water Management. The Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by the Developer or a homeowners' association. The County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.



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

(E) Fire Service, Emergency Medical Service, and Law Enforcement. The Property is in [ ] fire service area and fire services will be provided by the [ ], or its successor entities. The Developer will dedicate two (2) acres of the Property along Edgeland Road, such location to be mutually approved by the Developer and the County, for use by fire services, emergency medical services, and/or law enforcement departments.

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

## ARTICLE V MISCELLANEOUS

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

To County: Chester County, South Carolina  
Attn: County Supervisor/Administrator  
1476 J.A. Cochran Bypass (hand delivery/courier service)  
Post Office Box 580  
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

The Winters Law Firm, PA  
Attn: Joan E. Winters, Esq.  
105 Main Street (hand delivery/courier service)  
Post Office Box 127  
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

King Kozlarek Law LLC  
Attn: Michael E. Kozlarek, Esq.  
201 Riverplace Suite 500 (hand delivery/courier service)  
Post Office Box 565  
Greenville, South Carolina 29602-0565

To The Developer: Chester Land Holdings, LLC  
Attn: Johnathan McCall  
2627 Brekonridge Centre Drive (mail/hand delivery/courier service)  
Monroe, North Carolina 28110

With a Copy to (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.  
Attn: Ron Scott, Esq.  
1201 Main Street (hand delivery/courier service)  
P.O. Box 11889  
Columbia, South Carolina 29201

#### **Section 5.02. Amendments.**

(A) This Agreement may not be amended or cancelled in whole or in part except upon mutual consent of the County and the Developer, and in compliance with the Act. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) Any major modification of this Agreement shall constitute an amendment of this Agreement and may occur only pursuant to the public notice and hearing requirements of the Act. Minor and moderate modifications to this Agreement, enumerated in Exhibit B attached hereto, may be made without a public hearing or an amendment of this Agreement upon mutual written consent of the County and the Developer. A proposed modification not enumerated in Exhibit B shall be deemed a major modification.

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

**Section 5.03. Periodic Review.** At least every 12 months, the Planning Director for the County, or the designee of the Planning Director for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

#### **Section 5.04. Breach of Agreement.**

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for the County, or the Planning Director's designee, determines that the Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for the County shall serve notice in writing, within a reasonable time after the periodic review, on the Developer setting forth with reasonable particularity the nature of the breach and the information supporting the determination, and providing the Developer 30 days in which to cure or rectify said breach or account for those obligations pursuant to this Agreement that have a material effect on the ability of the Developer to cure such breach.

(B) If the Developer fails to cure the breach within 30 days, or if the breach cannot be cured within such 30 days period and the Developer does not commence to cure the breach within such 30 days period, and thereafter diligently pursue the same to completion, then the County may unilaterally terminate or modify this Agreement; provided, that prior to terminating or modifying this Agreement as provided in this

section, County Council must first give the Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

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

**Section 5.06. No Third-Party Beneficiary.** The provisions of this Agreement may be enforced only by the Parties and their successors and assigns. No other persons, natural or corporate, shall have any rights hereunder.

**Section 5.07. Recording of Agreement.** The Parties agree that the Developer shall record this Agreement with the County Clerk of Court within 14 days after the date of execution of this Agreement.

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

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

**Section 5.10. Estoppel Certificate.** Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

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

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

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

**Section 5.14. Assignment.** The rights, obligations, duties, and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation, or entity except

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

**Section 5.15. Governing Law; Jurisdiction; and Venue.**

(A) This Agreement is governed by the laws of the State of South Carolina.

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

**Section 5.16. Counterparts.** This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

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

**Section 5.18. Severability.** If any part of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall be given such construction as to permit it to comply with the requirements of all applicable laws and the intent of the Parties hereto. In the event that any part or all of this Agreement is held to be void by a court of competent jurisdiction, the provisions of Ordinance [ ] shall remain effective until amended through such process as may be required for the amendment of the Ordinance [ ] by the County at the time of the amendment.

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) the County and the Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Supervisor clocked-in copies, of the recorded Agreement. If the County Supervisor has not received clocked-in copies of the Agreement within ten (10) business days after recording the Agreement with the Chester County Clerk of Court, then this Agreement is automatically terminated without further action of either the County or the Developer. The obligation of the Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on the Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

**Section 5.20. Indemnification Covenants.**

(A) Except as provided in paragraph (d) below, the Developer shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(B) The County is entitled to use counsel of its choice and the Developer shall reimburse the County for all its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Developer shall pay the County within 30 days of receipt of the statement. The Developer may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(C) The County may request the Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Developer shall resist or defend against such claim on behalf of the Indemnified Party, at the Developer's expense. The Developer is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided the Developer is not entitled to settle any such claim without the consent of that Indemnified Party.

(D) Notwithstanding anything in this Section or this Agreement to the contrary, the Developer is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(E) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

[TWO SIGNATURE PAGES AND [ ] EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]



WITNESSES:

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

COUNTY:

**CHESTER COUNTY, SOUTH CAROLINA,**  
a political subdivision of the State of South Carolina

\_\_\_\_\_  
By: Dr. Wylie Frederick  
Its: Interim County Supervisor

[COUNTY SEAL]

Attest:

\_\_\_\_\_  
Karen Lee  
Clerk to County Council

**SOUTH CAROLINA**                    )  
  )  
**CHESTER COUNTY**                    )

**ACKNOWLEDGMENT**

**I**, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

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

[NOTARIAL SEAL]

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**TRACT I:**

All that certain piece, parcel or tract of land, lying and being situate in Lewisville Township, Chester County, South Carolina, on S.C. 901 and Lando Road, containing 334.367 acres, and being shown on "Plat of Survey for Burns-Reid, L.C., a Virginia LLC, Bess Burns & Sarah B. Clary Located on S.C. 901, Lewisville Township, Chester County, South Carolina" prepared by Hipp Land Surveying, Inc. by William V. Hipp, PLS #17567, dated February 21, 2014, recorded on March 17, 2014 in Plat Cabinet E, Slide 3, Page 1, in the Office of the Clerk of Court for Chester County, South Carolina, reference to which plat is hereby made for a more particular metes and bounds description.

TMS: 123-00-00-032

**TRACT II:**

All that certain piece, parcel or tract of land being shown on "Plat of Property of Bess F. Burns" prepared by White Land Surveying, Inc. by William C. White, PLS #11077, dated April 24, 1999, recorded in Plat Cabinet C, Slide 164, Page 6B, in the Office of the Clerk of Court for Chester County, South Carolina, and being more particularly described according to said plat as follows: BEGINNING at a new mag nail with i.d. cap at or near the centerline of South Carolina Highway 901 (75' right-of-way), thence N. 76°00'00" E. 114.78 feet to a new mag nail with i.d. cap; thence leaving the centerline of the right-of-way of South Carolina Highway 901, S. 14°00'00" E. 37.50 feet to a new #5 rebar with i.d. cap; thence S. 14°00'00" E. 123.73 feet to a new #5 rebar with i.d. cap; thence S. 66°30'21" W. 116.38 feet to a new #5 rebar with i.d. cap; thence N. 14°00'00" W. 142.92 feet to a new #5 rebar with i.d. cap; thence N. 14°00'00" W. 37.50 feet to a new mag nail with i.d. cap, being the POINT OF BEGINNING, consisting of 0.450 acre, more or less.

TMS: 123-00-00-078

Being the same property conveyed to Chester Land Holdings, LLC, a South Carolina limited liability company, by quit claim deed from Sarah Burns Clary, Jean Burns Reid and Burns-Reid, L.C., dated April 30, 2021 and recorded on May 3, 2021 in Book 1341, page 129 in the Office of the Clerk of Court for Chester County, South Carolina.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]



**EXHIBIT B**  
**DEVELOPMENT PROGRAM**

1. *Winchester Conceptual Rezoning Plan*: The Winchester Conceptual Rezoning Plan, which is attached hereto as Exhibit [], incorporated herein by reference, and made a part hereof, shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Winchester Conceptual Rezoning Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District*: The Property is in the PD (Planned Development) zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement.

3. *Permitted Uses*: The Property shall be permitted to be developed as a residential community to include single-family detached dwellings and their associated accessory uses and amenities (including, but not limited to, clubhouses, pools, pocket parks, seating areas, landscaped areas, playgrounds, open multi-purpose lawn spaces, dog parks, and trails), with all other uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Winchester Conceptual Rezoning Plan.

4. *Prohibited Uses*: The following uses shall not be permitted on the Property regardless of the provisions contained in the UDO: gas station, vape lounge, and gaming.

5. *Dimensional Requirements*: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the UDO and noted in the table below:

**MODIFIED MINIMUM DIMENSIONAL STANDARDS\***

a. Uses and densities for the development will be limited as shown on the Winchester Conceptual Rezoning Plan.

b. No homes will front on the main boulevard identified as “Road A” on the Winchester Conceptual Rezoning Plan.

c. Maximum structure height shall be 35 feet (*not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, and antennae*).

d. Medium Density Area:

- i. Minimum lot width: 30’
- ii. Minimum lot size: 2,700 square feet
- iii. Minimum front setback: 20’
- iv. Minimum side setback: 5’
- v. Minimum rear setback: 20’

e. Low Density Area:

- i. Minimum lot width: 60’

- ii. Minimum lot size: 7,800 square feet
- iii. Minimum front setback: 25'
- iv. Minimum side setback: 5' (10' setback from roadway for corner lots)
- v. Minimum rear setback: 25'

\* All other development standards shall conform to the General Provisions, Permitted Uses and Lot Information, Lot Standards, Transportation and Site Circulation, Environmental, Landscape, Open Space and Signage, Architecture, Phasing, and Fire provisions as generally set forth in the Winchester Conceptual Rezoning Plan.

6. *Maximum Development Intensity:* The maximum number of residential units developed at the Property shall be limited to 1,150.

7. *Residential Section – Site Layout and Architecture:*

- a. General Site Layout: The site layout shall generally conform to the Winchester Conceptual Rezoning Plan.
- b. Architecture: Architectural standards for buildings shall generally conform to the Winchester Conceptual Rezoning Plan.

8. *Commercial Section-Site Layout and Architecture:*

- a. General Site Layout: The site layout shall generally conform to the Winchester Conceptual Rezoning Plan.
- b. Architectural Design and Materials: Architectural standards for buildings shall generally conform to the Winchester Conceptual Rezoning Plan.

9. *Open Space and Landscaping:* A minimum of 15% of the total development acreage shall be set aside as open space including, but not limited to, parks, green space, buffers, and water quality facilities. All open space will be managed by the Home Owners' Association.

10. *Transportation:* Offsite and onsite improvements shall conform to Section D of the Winchester Conceptual Rezoning Plan.

11. *Modification of Development Program:* It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to this Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

a. Minor Modifications: Minor Modifications shall only be to the Winchester Conceptual Rezoning Plan. The Planning Director for the County shall determine what shall constitute a Minor Modification and have the authority to administratively approve such. The following modifications, adjustment, and clarifications shall constitute Minor Modifications to this agreement:

- i. Correction of any typographic or scrivener's error.

- ii. Minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff.
- iii. Administrative determinations pursuant to a periodic review in accordance with Section 5.03 of the Agreement.
- iv. Recording of any subsequent laws or regulations enforceable pursuant to the public hearing provisions of Section 6-31-80(B) of the Act.
- v. Recording of modification in the addressee provisions of Section 5.01 of the Agreement.
- vi. Recording of any instruments or documentation to evidence any act permissible or regulated pursuant to the terms of the Agreement, where the Agreement does not specifically provide for the recording of such instruments or documentation.
- vii. Dimensional adjustments that are within ten percent (10%) of the dimensional requirements in the Agreement or other applicable County codes or ordinances, as approved by the Planning Director for the County.

b. Moderate Modifications: Moderate Modifications are those modifications to the Winchester Conceptual Rezoning Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes or are modifications to the text of Exhibit B that do not reflect the inclusion of new land use categories, increases to maximum dwelling units or square footage allowances. Moderate Modifications may be approved by the resolution of the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to this Exhibit B.

c. Major Modifications: Major Modifications are those that do not qualify as either a Minor or Moderate Modification, such as a substantive change in the location of land uses or the addition of new external access points to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 11 for a proposed development agreement.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT C**  
**DEVELOPMENT SCHEDULE**

This estimated Development Schedule is subject to update according to Section 1.07 of the Agreement. Within 30 days after the Agreement Date, the Developer anticipates beginning environmental assessments, site development studies, and/or plan development for the Property. Subject to approval by the County of development plans and permits, which approval the County agrees that it will not unreasonably withhold, the Developer anticipates beginning construction at the Property within 12 months after the Agreement Date. Consistent with the long-term approach to planning and developing the Property, the County and the Developer anticipate the following interim completion dates for development of the Property pursuant to the Agreement.

<b><u>Year</u></b>	<b><u>Percentage Completed</u></b>
5	50%
10	100%

For the limited purpose of this Exhibit C only, the Development of any portion of the Property shall be deemed completed upon the approval of a final plat for such portion.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT D**  
**REQUIRED INFORMATION**

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Chester Land Holdings, LLC, is the legal and equitable owner of the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(S) *a provision that the Developer, within 14 days after the County executes the Agreement, will record the Agreement with County Clerk of Court. See section 5.07.*

(T) *a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, the County and the Developer. See section 1.09(A).*

(U) *a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See section 1.09(B), section 3.05, and section 5.14.*

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT E**  
**LAWS AND LAND DEVELOPMENT REGULATIONS**

1. Ordinance No. 2021-[] zoning the Property as PD (Planned Development).
2. Ordinance No. 2021-[], approving this Development Agreement.
3. Ordinance No. 2021-[], the Development Agreement Ordinance.
4. Unified Development Ordinance of Chester County: Ordinance No. [], as amended as of the Agreement Date (“UDO”). The UDO includes Ordinance No. [], as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Chester County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.
5. Land Development Regulations of Chester County: *See* Unified Development Ordinance of Chester County.
6. Article [], Chapter [], Chester County Code of Ordinances [] [] [].

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]





**WHEREAS**, the Petitioner has requested and the County has approved a modification in the Development Schedule of Section 1.07, of the Development Agreement as more specifically set forth herein below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

**NOW, THEREFORE**, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07, of the Development Agreement as follows:

**1. Modification of Development Phasing Schedule.** The Development Schedule for the Addendum Property shall hereby be modified as follows:

**[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]**

**2. Approval by County.** This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning Director’s signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

\_\_\_\_\_  
**[insert name]**  
Chester County Planning Director

Planning Director’s Dated Stamp of Approval

**3. Effect of Modification of Development Phasing Schedule.** Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

**4. Recording Required.** This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County’s approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

**5. Authority.** The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

**[insert Section 6. only if Petitioner is not Chester Land Holdings, LLC or its successor in corporate interest]**

**6. Consent by Property Owner.** The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:

Witness:

**Property Owner:**

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

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

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

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

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

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

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

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named \_\_\_\_\_, (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (Property Owner), \_\_\_\_\_ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
County, State of \_\_\_\_\_

\_\_\_\_\_  
(Witness #1 sign here)

My Commission Expires: \_\_\_\_\_

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]

**Exhibit G  
Form Assignment**

STATE OF SOUTH CAROLINA	)	
	)	ASSIGNMENT AND ASSUMPTION
	)	OF CERTAIN DEVELOPMENT RIGHTS
COUNTY OF CHESTER	)	AND OBLIGATIONS PURSUANT TO
	)	A DEVELOPMENT AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION OF CERTAIN DEVELOPMENT RIGHTS AND OBLIGATIONS PURSUANT TO A DEVELOPMENT AGREEMENT (“Assignment”)** is made effective on the

[insert date of Assignment]

, by

[insert name of assignor]

, (the “Assignor”), and

[insert name of assignee]

, (the “Assignee”), (collectively, the “Parties”).

RECITALS

**WHEREAS**, CHESTER LAND HOLDINGS, LLC, a South Carolina limited liability company, is a party to that certain Development Agreement with CHESTER COUNTY, SOUTH CAROLINA, effective date of \_\_\_\_\_, 2021, recorded on \_\_\_\_\_, 2021 in the office of Chester County Clerk of Court in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Development Agreement”); and

**WHEREAS**, the Development Agreement is appurtenant to and runs with that certain real property situate in Chester County, State of South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit H (the “Property”); and

**WHEREAS**, the Development Agreement establishes certain vested Development Rights and development obligations as more specifically set forth therewith; and

**WHEREAS**, Section 3.05 of the Development Agreement authorizes the conveyance, sale, transfer, ground lease, and other dedications by Chester Land Holdings, LLC and its successors and assigns of any portion or all of the Property, and Sections 3.05 and 5.14 of the Development Agreement authorizes the Assignment by Chester Land Holdings, LLC and its successors and assigns, of any portion or all of its Development Rights and/or development obligations to such transferee or grantee; and

**[insert interim conveyances and assignments, if any]**

WHEREAS, on

**[insert date of contract to sell and purchase a portion or all of the Property]**

Assignor and Assignee entered into a contract to sell and purchase that portion of the Property as more specifically set forth in the legal description attached hereto as Attachment A (the “Assignment Property”); and

**WHEREAS**, in consideration of Assignor’s agreement to convey the Assignment Property to Assignee, Assignee has agreed to assume those certain development obligations under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below; and

**WHEREAS**, in consideration of Assignee’s agreement to acquire the Assignment Property, Assignor has agreed to assign to Assignee those certain Development Rights under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the Parties agree as follows:

**1. Assignment and Assumption of Development Rights.** Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, those certain Development Rights as specifically set forth herein:

**[insert assigned Development Rights]**

**2. Retained Development Rights.** Assignor retains any and all Development Rights not specifically assigned to Assignee herein above, including without limitation:

**[insert retained Development Rights]**

**3. Assignment and Assumption of Development Obligations.** Assignor hereby assigns to Assignee and Assignee hereby assumes from Assignor those certain development obligations as specifically set forth herein:

**[insert assigned development obligations]**

**4. Retained Development Obligations.** Assignor retains the following development obligations:

**[insert retained development obligations]**

**5. Release; Indemnity.** Assignee hereby releases Assignor and its successors and assigns (other than Assignee and its affiliates, successors and assigns) from any and all liability in connection with the performance of any of the development obligations and the exercise of any Development Rights as specifically set forth herein above. Assignee shall indemnify, defend and hold harmless Assignor and its members, managers, officers, agents, employees, successors and assigns, from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, reasonable attorneys’ and consultants’ fees) arising in any manner, directly or indirectly, out of or by reason of the development obligations and Development Rights as specifically set forth hereinabove. This indemnification shall survive the execution and delivery of this Assignment and the closing of the sale of the Assignment Property to Assignee.

6. **Severability**. If any provision of this Assignment shall be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected thereby.

7. **Notice to Chester County**. Assignor covenants and agrees for the benefit of Assignee that, to the full extent required under the Development Agreement, Assignor shall, prior to or contemporaneously with the making hereof, comply with all requirements of the Development Agreement regarding notice of Assignment to Chester County. Pursuant to Section 3.05 of the Development Agreement, Assignee shall have the obligation to record this executed Assignment with the Chester County Clerk of Court, together with the recording of the instrument transferring an interest in the Assignment Property to Assignee.

8. **Binding Effect**. This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the title to the Property.

9. **Authority**. The undersigned Parties each represent and warrant that this Assignment has been duly authorized by all necessary company action.

10. **Counterparts**. This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

**[Insert Signature Pages]**

**[Insert Attachment A: Legal Description of Assignment Property]**

**CHESTER COUNTY, SOUTH CAROLINA  
ORDINANCE NO. 2021-15**

**APPROVING THE EXECUTION AND DELIVERY OF A  
DEVELOPMENT AGREEMENT BETWEEN THE COUNTY AND  
[PROJECT CHESWICK]; AND OTHER RELATED MATTERS.**

**WHEREAS**, according to the provisions of the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated section 6-31-10, *et seq.* (collectively, “Act”), and Chester County Ordinance No. [] (“Development Agreement Ordinance”), the Chester County Council (“County Council”), as the governing body of Chester County, South Carolina (“County”) is authorized to enter into development agreements to provide for the County’s development;

**WHEREAS**, the County adopts and incorporates by reference as if fully stated herein in their entirety the County’s findings from the Development Agreement Ordinance;

**WHEREAS**, the County Planning Director has reviewed the proposed development agreement for the referenced project (“Development Agreement”), the substantially final form of which is attached to this Ordinance as Exhibit A, and which is incorporate herein by reference as if fully stated herein in its entirety and has confirmed to the Development Agreement Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

**Section 1. *Incorporation of Findings.*** The County hereby adopts and incorporates the findings contained in the “WHEREAS” clauses above.

**Section 2. *Development Agreement Requirements.*** The County finds the Development Agreement meets the requirements of the Act and the Development Agreement Ordinance.

**Section 3. *Development Agreement Approval.*** According to the authority provided by the Act and the Development Agreement Ordinance, the Development Agreement, attached as Exhibit A, which is now before this meeting, is approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Fee Agreement were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk of the County Council be, and they are hereby authorized, empowered and directed to execute, acknowledge, and deliver the Development Agreement in the name and on behalf of the County, and thereupon to cause the Development Agreement to be delivered to the developer. The Development Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder, or otherwise constitute a major or moderate modification as provided in the form of the Development Agreement, and which shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Development Agreement now before this meeting.

**Section 4. *Additional Provisions.***

(a) The Supervisor/Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

**ORDINANCE NO. 2021-15**

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder; and

(e) All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Dr, Wylie Frederick, Interim Chair, County Council  
Chester County, South Carolina

*[SEAL]*

Attest:

\_\_\_\_\_  
Karen Lee, Clerk to County Council  
Chester County, South Carolina

**First Reading:** September 7, 2021  
**Second Reading:** November 15, 2021  
Public Hearing: November 15<sup>th</sup>, 2021  
**Third Reading:** December 6<sup>th</sup>, 2021  
Public Hearing: December 6<sup>th</sup>, 2021



**EXHIBIT A**  
**FORM OF DEVELOPMENT AGREEMENT (PROJECT CHESWICK)**



STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHESTER         )

Ordinance No. 2021-21

**AN ORDINANCE TO PROHIBIT TRUCK TRAFFIC ON CANAL ROAD**

**WHEREAS**, the Chester County Council agrees that it is necessary to establish an ordinance to prevent trucks, not delivering or picking up cargo within the County, to travel on Canal Road;

**WHEREAS**, there has been a significant amount of truck traffic driving on Canal Road in recent years; and

**WHEREAS**, these trucks have caused a considerable amount of damage to utilities and sidewalks, and have further caused traffic problems on this road; and

**WHEREAS**, for the purposes of this Ordinance the word Truck means a vehicle which either (a) has six or more tires, or (b) that has a gross vehicle weight of 20,000 pounds or more; and

**WHEREAS**, a violator of any provision of this Ordinance shall upon conviction be deemed guilty of a misdemeanor and shall be subject to the following fines:

- (1) First Offense, \$100.00
- (2) Second Offense, \$200.00
- (3) Third Offense, \$300.00
- (4) Fourth Offense, \$400.00; and

**WHEREAS**, trucks may enter Canal Road to deliver or to pick up freight from businesses located within the zone. Such trucks must have a bill of lading which verifies the point of delivery or pickup.

**NOW THEREFORE, BE IT ORDERED AND ORDAINED** by the Chester County Council that trucks not delivering or picking up cargo on Canal Road and in possession of a valid bill of lading are prohibited.

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Dr. Wylie Frederick, Interim County Supervisor

Attest:

By: \_\_\_\_\_  
Karen Lee  
Clerk to County Council  
Chester County, South Carolina

First Reading:        March 15<sup>th</sup>, 2021  
Second Reading:     November 15<sup>th</sup>, 2021  
Public Hearing:        December 6<sup>th</sup>, 2021  
Third Reading:        December 6<sup>th</sup>, 2021  
Chester County, South Carolina



# Application for Chester County Boards, Commissions and Councils

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer.

Date: October 29, 2021

Board or Commission Appointment being sought: Chester Metropolitan District

Name: David Shinn Occupation: Retired 2020 from Porter Warner Industries Richburg

Street Address: 156 York St Chester 29706 1987 to present

Mailing Address: (if different from above)

Telephone (Home): [REDACTED]

E-Mail: [REDACTED]

Date of Birth: 11/17/52 SEX: Male

If recommended by a Council Member, indicate name:

In which Council District do you reside? Please indicate (1-6) 6

Are you presently serving on a County Board or Commission? No If "yes" when does your term expire?

CONFLICT OF INTEREST STATEMENT: I, David W Shinn, as a voting member of any Chester County board, commission or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists. (Signature) [Signature]

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer. Please check the appropriate box below.

### Boards

- Accommodation Tax Board
- Board of Assessment of Appeals
- Catawba Mental Health Board
- Catawba Regional Council Government
- Catawba Regional Workforce Board
- Chester County Library
- Hazel Pittman Center •
- Solid Waste Board
- Zoning Board of Appeals
- Construction Board of Appeals

• Airport Commission

### Commissions/Committee

- Chester County Parks & Recreation
- Chester County Planning Commission
- Chester Rural Fire District Commission
- John Keziah Park Commission
- Lando Rural Fire District Commission
- Fort Lawn Fire Protection Commission
- Olde English District Commission
- Richburg Fire District Commission
- Chester Metropolitan District Commission
- Gateway Steering Committee
- Ad Hoc Burnt House Cemetery Committee
- Radio Users Advisory Committee

## Application for Chester County, South Carolina Boards and Commissions

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer. A member of a county board or commission appointed to serve from a council district must be a resident of that district during the entire time of service. A member who moves residence from the district form which appointed, or from the county, automatically vacates the position.

Date: November 08, 2021

Board or Commission Appointment being sought: \_\_\_\_\_

Name: Marty E. King Occupation: Contractor

Street Address: 121 Cemetery St Chester SC. 29706

Mailing Address: (if different from above) \_\_\_\_\_

Telephone (Home): [REDACTED] Cell: [REDACTED]

E-Mail: [REDACTED] Do you live in Chester County  yes /  no.

Date of Birth: 05/28/1975 Sex: Male

If recommended by a Council Member, indicate name: William Killian

In which Council District do you reside? Please indicate (1-6) ward 4

Are you presently serving on a County Board or Commission? NO If "yes" when does your term expire?  
\_\_\_\_/\_\_\_\_/\_\_\_\_

CONFLICT OF INTEREST STATEMENT: I, Marty E. King, as a voting member of any Chester County board, commission, or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

(Signature) [Signature]

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer.

Please check the appropriate box below.

### Boards

- Accommodation Tax
- Assessment of Appeals
- Catawba Mental Health
- Catawba Regional Council of Government
- Catawba Regional Workforce Board
- Chester County Library
- Hazel Pittman Center
- Zoning Board of Appeals
- Construction Board of Appeals
- Solid Waste Advisory Board

### Commissions/Committee

- Airport Commission
- Parks & Recreation Commission
- Planning Commission
- Rural Fire Commission
- Lando Rural Fire Commission
- Fort Lawn Fire Protection
- Richburg Fire District Commission
- Gateway Steering Committee
- Ad Hoc Burnt House Cemetery
- Chester Metropolitan Commission
- Olde English Commission
- John Keziah Park Commission
- Radio Users Advisory Committee

Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to [klee@chestercounty.org](mailto:klee@chestercounty.org)



# Application for Chester County Boards, Commissions and Councils

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer.

**Date:** 10 29-2021

**Board or Commission Appointment being sought:** Chester Metropolitan District Commission

**Name:** Peter G. Skidmore      **Occupation:** Private Investigator

**Street Address:** 766 Grant Lakes Circle, Chester, SC 29706

**Mailing Address: (if different from above)** Same as indicated above

**Telephone (Home):** N/A   **Cell:** [REDACTED]

**E-Mail:** [REDACTED]

**Date of Birth:** 11 16-1961   **SEX:** Male

**If recommended by a Council Member, indicate name:** William (Budda) Killian

**In which Council District do you reside? Please indicate (1-6)** 6

**Are you presently serving on a County Board or Commission? No If "yes" when does your term expire?** N/A

**CONFLICT OF INTEREST STATEMENT:** I, Peter G. Skidmore, as a voting member of any Chester County board, commission or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

(Signature) *Peter G. Skidmore*

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer. Please check the appropriate box below.

### Boards

- Accommodation Tax Board
- Board of Assessment of Appeals
- Catawba Mental Health Board
- Catawba Regional Council Government
- Catawba Regional Workforce Board
- Chester County Library
- Hazel Pittman Center
- Solid Waste Board
- Zoning Board of Appeals
- Construction Board of Appeals

### Commissions/Committee

- Airport Commission
- Chester County Parks & Recreation
- Chester County Planning Commission
- Chester Rural Fire District Commission
- John Keziah Park Commission
- Lando Rural Fire District Commission
- Fort Lawn Fire Protection Commission
- Olde English District Commission
- Richburg Fire District Commission
- Chester Metropolitan District Commission
- Gateway Steering Committee
- Ad Hoc Burnt House Cemetery Committee
- Radio Users Advisory Committee