

**CHESTER COUNTY COUNCIL MEETING**  
**R. Carlisle Roddey Chester County Government Complex**  
1476 J.A. Cochran Bypass Chester, SC 29706

**Monday, August 16 , 2021 at 6:00 PM**  
Interim Supervisor Dr. Wylie Frederick Presiding

**Agenda**

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes.**
  - a. July 19<sup>th</sup>, 2021 Council Minutes.
  - b. August 4<sup>th</sup>, 2021 Special Called Minutes.
4. **Citizen Comments**
5. **Public Hearing-None**
6. **Ordinances/Resolutions/Proclamations**
  - a. **1<sup>st</sup> Reading** in Title Only Local Option Sales Tax Ordinance.
7. **Old Business- None**
8. **New Business**
  - a. 2021-2022 ATAX Recommendations- Chairperson Cheryl Addison.
  - b. Update on progress of the Fort Lawn Fire Protection District.- Chief David A. Dutton.
  - c. Council to approve a multi-year lease for servers and licensing in the amount of \$ 77,354.27 dollars.- IT Director David Schuelke.
  - d. **1<sup>st</sup> Reading of CCMA21-20:** Todd Marion Love request Tax Map # 115-00-00-023-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) and R2 (Rural Two) to ID-2 (Limited Industrial). Planning Commission voted 7-0 to approve.
  - e. **1<sup>st</sup> Reading of CCMA21-21:** HLC Holdings, LLC request Tax Map # 115-00-00-144-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) to ID-2 (Limited Industrial). Planning Commission voted 7-0 to approve.
  - f. **1<sup>st</sup> Reading of CCMA21-22:** Earl L. Evans request Tap Map # 069-07-01-026-000 located at 528 West End Road, Chester, SC be rezoned from RG-2 (General Residential) to GC (General Commercial). Planning Commission voted 7-0 to approve.
  - g. **1<sup>st</sup> Reading of CCMA21-23:** Mattie Howze request Tax Map # 160-00-00-025-000 located on Georgetown Road, Great Falls, SC be rezoned from R1 (Rural One) to RG-2 (General Residential). Planning Commission voted 7-0 to deny.
  - h. **1<sup>st</sup> Reading of CCMA21-24:** US Developments request Tax Map # 079-04-02-020-000 located on Village Drive, Chester, SC be rezoned from LC (Limited Commercial) to PD (Planned Development). Planning Commission voted 5-2 to approve.

**i. 1<sup>st</sup> Reading of CCMA21-25:** US Developments request Tax Map # 079-04-02-088-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development). Planning Commission voted 5-2 to approve.

**j. 1<sup>st</sup> Reading of CCMA21-26:** US Developments request a 28-acre portion of Tax Map # 079-00-00-032-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development). Planning Commission voted 5-2 to approve.

**9. Boards and Commissions- None**

**10. Executive Session**

- a. To receive legal advice regarding a contractual matter for Building & Zoning.- Attorney Winters.
- b. To receive legal advice regarding a lease/contract for the Sheriff's Office. Attorney Winters.
- c. To receive legal advice for Project 2106-Attorney Winters.
- d. To receive legal advice for Project 2043-Attorney Winters.
- e. To receive legal advice for Project 2173.-Attorney Winters.

**11. Council Actions Following Executive Session**

- a. Action taken regarding legal advice on a contractual matter for Building & Zoning
- b. Action taken regarding legal advice for a lease/contract for the Sheriff's Office.
- c. Action taken regarding legal advice for Project 2106.
- d. Action taken regarding legal advice for Project 2043.
- e. Action taken regarding legal advice for Project 2173.

**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.

**Citizens Comments:**

- Please sign the sign-in sheet upon arrival, name, address and telephone number.
- Each citizen will be limited to three minutes.
- Large groups (more than 5) speaking on the same position on an issue must appoint one representative to speak on behalf of the group.

**Public Hearings:**

- Please sign the sign-in sheet upon arrival, name, address and telephone number.
- Each speaker will be limited to a three-minute presentation.
- Large groups (more than 5) speaking on the same position on an issue must appoint one representative to speak on behalf of the group.

**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, July 19<sup>th</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 Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Councilman Killian came in at 6:03PM.

1. **Call to Order** – Interim Chairman Dr. Frederick called the meeting to order at 6:00 PM.
2. **Pledge of Allegiance and Invocation**-Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes -July 6<sup>th</sup>, 2021 Council minutes.**  
Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

#### 4. **Citizen Comments**

John Massey spoke about adding local fallen hero's photographs in the County Government building.

The following people were opposed to the Winchester request to be rezoned to PUD.

Ellen Reid 3549 Edgeland Road, Richburg, Robert Dodson 220 Coneflower Place, Fort Mill.

Al Philips of PO Box 30008, Charleston was in favor to the rezoning request for Carolina Gypsum to Limited Industrial.

The following people were in favor to rezoning request for Winchester.

Ingram Walters PO Box 1561, Monroe, NC, Sara Shirley, 8000 South Anderson Road, Charlotte, John Ross 2627 Brekonridge Centre, Monroe, Joyce Crimminger, 5301 Admirals Landing, Lancaster and Rep. John King, PO Box 11555, Rock Hill.

Doris Macomson, 718 Will Jones Circle, Catwaba spoke about the new animal shelter.

The following people were in favor for rezoning request for Cheswick.

Judson Stringfellow 3515 Dovewood Dr, Charlotte and David Hensley 1971 South Anderson Road, Rock Hill.

#### 5. **Public Hearing**

- a. **3<sup>rd</sup> Reading of 2021-7** Ordinance to Repeal section 46-94 of the Chester County Code-transporting loose material. No one signed up to speak.

#### 6. **Ordinances/Resolutions/Proclamations**

- a. **3<sup>rd</sup> Reading of 2021-7** Ordinance to Repeal section 46-94 of the Chester County Code-transporting loose material. Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.

**b. Resolution 2021-14 To Provide A Certification Pursuant To The South Carolina Textile Communities Revitalization Act (S.C. Code Section 12-65-10 Et Seq.) For The Property Formerly Known As The Manetta Mill On Edgeland Road In Chester County, South Carolina.** Councilman Jordan motioned to approve, second by Vice Chairman Branham. Attorney Winters stated the South Carolina textile communities act was passed in 2008 and encourages the revitalization of abandoned mills. Before any credits are given, the owner or entity who owns the mill must apply for a credit for revitalization and must be certified by Council along with ordinances and public hearings. Vote 6-0 to approve.

## 7. Old Business

**a. Update regarding white water construction in Great Falls- Councilman Vaughn-Christy Churchill** (Duke Energy). Mrs. Churchill gave an update on the work being done to establish a state park and provide whitewater recreation. A long bypass on the Catawba would be constructed and run two Saturdays a month and four Sundays. The access to Nitrolee is under construction and would include an interpretive center along with parking, bathrooms and other amenities and would be the primary entry point for kayakers. Access trails along with bypasses were expected to be finished in 2022.

**b. 3<sup>rd</sup> Reading of CCMA21-02: Chester Land Holdings, LLC. Request Tax Map # 123-00-00-032-000 located along Edgeland Road, Edgemoor SC, be rezoned from R2 (Rural Two) to PD (Planned Development) Planning Commission voted 3-4 to deny.** Councilman Jordan motioned to uphold the Planning Commission's recommendation to deny. After much discussion, Councilman Vaughn withdrew his second and Councilman Jordan withdrew his motion. Councilwoman Guy motioned to postpone the third reading to September 20<sup>th</sup> so Council could do further study regarding discussion of a reverter clause or a development agreement, second by Councilman Killian. Vote 6-0 to approve.

**c. 3<sup>rd</sup> Reading of CCMA21-04: Chester Land Holdings, LLC. Request Tax Map # 123-00-00-078-000 located along Edgeland Road, Edgemoor SC, be rezoned from R2 (Rural Two) to PD (Planned Development) Planning Commission voted 7-0 to deny.** Councilman Jordan motioned to uphold the Planning Commission's recommendation to deny. After much discussion, Councilman Vaughn withdrew his second and Councilman Jordan withdrew his motion. Councilwoman Guy motioned to postpone the third reading to September 20<sup>th</sup> so Council could do further study regarding discussion of a reverter clause or a development agreement, second by Councilman Killian. Vote 6-0 to approve.

**d. 3<sup>rd</sup> Reading of CCMA21-15: JDSI, LLC by Judson Stringfellow request Tax Map # 124-00-00-024-000 located off Hwy 9, Richburg, SC be rezoned from RS-1 (Single Family) to PD (Planned Development). Planning Commission voted 4-2 to approve.** Councilman Wilson motioned to uphold the Planning Commission's recommendation with a reverter clause that a developer's agreement be approved by this Council first, along with a clause that states if no work is done within three years it would revert back to the original zoning, second by Vice Chairman Branham. Vote 5-1 to approve. Councilman Jordan opposed.

**e. 3<sup>rd</sup> Reading of CCMA21-16: JDSI, LLC by Judson Stringfellow request Tax Map # 124-00-00-027-000 located off Hwy 9, Richburg, SC be rezoned from R2 (Rural Two) to PD (Planned Development). Planning Commission voted 4-2 to approve.** Councilman Wilson motioned to uphold the Planning Commission's recommendation with a reverter clause that a developer's agreement be approved by Council first, and it would revert back to the original zoning if three years passes from the time the developer's agreement is approved to the time without no building permits, second by Vice Chairman Branham. Vote 5-1 to approve. Councilman Jordan opposed.

**f. 3<sup>rd</sup> Reading of CCMA21-17: - David Woods request Tax Map # 079-01-14-017-000 located at 730 Sugarplum Road, Chester be rezoned from RG-1 (Multi Family) to RG-2 (General Residential). Planning Commission voted 7-0 to approve.** Councilwoman Guy motioned to approve, second by Councilman Killian. Vote 6-0 to approve.

**g. 3<sup>rd</sup> Reading of CCMA21-18:** - Eugene Raffaldt request Tax Map # 161-01-00-011-000 located at 5584 Brooklyn Road, Great Falls be rezoned from RG-1 (Multi Family) to RG-2 (General Residential). Planning Commission voted 7-0 to approve. Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.

**h. 3<sup>rd</sup> Reading of CCMA21-19:** - Carolina Gypsum, LLC request Tax Map # 080-02-02-006-000 located at 531 Wilson Street, Chester be rezoned from GC (General Commercial) to ID-2 (Limited Industrial). Planning Commission vote 7-0 to approve. Vice Chairman Branham motioned to approve with a reverter clause if the business closed it would revert back to GC, second by Councilman Killian. Vote 6-0 to approve.

**8. New Business**

**a. Award of Bid for the Hazmat building in the amount of \$1,173,000.00 to JM Cope. – Jarrett Davis.** Vice Chairman Branham motioned to award the bid to JM Cope in the amount of \$1,173,000 dollars, second by Councilman Wilson. Vote 6-0 to approve.

**b. Discuss adding a 90-day moratorium on new planned development applications. County Council.** Councilman Jordan stated through all the discussions that had taken place tonight regarding planned development he proposed adding a 90-day moratorium on new planned development applications. There is still a lot of work to be done and it needs to be done right. He stated this would give Council time to hold a few workshops to work on our ordinances perhaps draft a developer's agreement that is in place while we are still trying to move forward toward impact fees. Councilman Jordan motioned to add a 90-day moratorium on new planned development applications, second by Vice Chairman Branham. Vote 6-0 to approve.

**c. Discuss a workshop with municipalities, Planning Commission and County Council for possible text changes, new zoning categories required for planned development applications. County Council.** Councilman Jordan proposed holding workshops and inviting the Planning Commission and all the municipalities. The purpose would be for revision of our ordinances, it was stated by Mr. Stringfellow the planned development district was the only category of what he wanted to do came close too. Councilman Jordan suggested maybe adopting another category for development that is not a PD. He would like to hear the input of the Planning Commission and municipalities. Attorney Winters suggested in the next twelve months Council hold workshops periodically to review certain ordinances that needs revising. Councilman Jordan stated it would probably take a couple of workshops to get this done and asked Interim Chairman Frederick to make the determination when they would be held.

**d. Discussion by County Council whether to revisit the revised Comprehensive and Gateway Plan also propose a Hwy Nine Corridor Plan. County Council.** Councilman Jordan stated through all the discussions it was clear that his interpretation of the gateway and comprehensive plan was not the same interpretation that someone else has. As the County had grown in the last five years the ordinances need to be revisited and new plans adopted along with input from the community members.

**9. Boards and Commissions**

**a. Resignation from the Rural Fire Commission-Interim Dr. Frederick.** Vice Chairman Branham motioned to accept Betty Nichols resignation, second by Councilwoman Guy. Vote 6-0 to approve.

**b. Appointment to the Fort Lawn Fire Protection Board- Councilman Jordan.** Councilman Jordan motioned to appoint Steve Nunn, second by Councilman Vaughn. Vote 6-0 to approve.

- 10. Executive Session-Councilwoman Guy motioned to go to executive session, second by Vice Chairman Branham. Vote 6-0 to approve.**
- a. To receive legal advice regarding Gallo. Attorney Winters.
  - b. To receive legal advice regarding Project 2043. Attorney Winters.
  - c. To receive legal advice regarding Project 2106. Attorney Winters.
  - d. To receive legal advice regarding Project 2164. Attorney Winters.
  - e. To discuss a contractual matter regarding infrastructure. Attorney Winters.
- 11. Council Actions Following Executive Session-Councilman Jordan motioned to go back to regular session, second by Vice Chairman Branham. Vote 6-0 to approve.**
- a. **Action taken regarding legal advice of Gallo. Taken as information only.**
  - b. **Action taken regarding legal advice for Project P2043. Taken as information only.**
  - c. **Action taken regarding legal advice for Project P2106. Taken as information only.**
  - d. **Action taken regarding legal advice for Project P2164.**  
Councilman Jordan motioned to give the County Attorney authorization to negotiate a lease for the area that was occupied by the Olde English district under option number two, second by Vice Chairman Branham. Vote 5-1 to approve. Councilwoman Guy opposed.
  - e. **Action taken regarding legal advice for infrastructure.**  
Vice Chairman Branham motioned to allow the County Attorney to get a MOU with Truvista for the application of a grant to supply broad band to at least 1200 homes in Chester County, second by Councilman Killian. Vote 6-0 to approve.
- 12. Council Comments- None.**
- 13. Adjourn-Councilwoman Guy motioned to adjourn, second by Councilman Jordan. Vote 6-0 to adjourn.**

Time: 10:05 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 MINUTES

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

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

Wednesday, August 4<sup>th</sup>, 2021, at 5:00 PM

### **MINUTES**

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Pete Wilson, Councilman Mike Vaughn, Councilman Brad Jordan, Attorney Joanie Winters and Karen Lee, Clerk to Council. Councilwoman Guy came into the meeting at 5:10 pm. **Absent:** Councilman William Killian

1. **Call to Order-** Interim Chairman Dr. Wylie Frederick called the meeting to order.
2. **Executive Session-**Vice Chairman Branham motioned to go to executive session, second by Councilman Pete Wilson. Vote was 4-0 to approve.
  - a. To receive legal advice regarding a contractual matter for Gallo.
3. **Council Action Following Executive Session-**Councilman Vaughn motioned to go back to regular session, second by Councilman Jordan. Vote 5-0 to approve.
  - a. Action taken regarding legal advice of a contractual matter for Gallo. Taken as information only.
4. **Adjourn-**Councilwoman Guy motioned to adjourn, second by Vice Chairman Branham. Vote 5-0 to adjourn.

**Time: 6:15 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



**Accommodations Tax Advisory Committee (ATAX) Recommendations FY 2021-2022**

<b>APPLICANT</b>	<b>TOTAL PROJECT BUDGET</b>	<b>AMOUNT REQUESTED</b>	<b>AMOUNT RECOMMENDED</b>	<b>% TOURIST LAST YEAR</b>
Chester Arts Council - Jingle Bell Bazaar	\$19,500.00	\$12,000.00	\$3,000.00	43.43%
Chester Arts Council - Operating Support	\$72,000.00	\$35,000.00	\$13,200.00	40.44%
Chester Downtown Development Association - Hog on the Hill	\$14,000.00	\$4,000.00	\$3,520.00	25.00%
Chester Downtown Development Association - HILLARITY	\$25,000.00	\$10,000.00	\$8,500.00	No Event
Chester Co. Historical Society - Full Time Operation of Museum & Archives	\$59,520.00	\$25,000.00	\$12,672.00	93.93%
Chester Co. Historical Society - Full Time Operation of Chester County Transportation Museum	\$36,037.00	\$25,000.00	\$5,000.00	84.62%
Flopeye Fish Festival - Annual Festival	\$30,000.00	\$25,000.00	\$10,492.00	57.72%
Lando Art Festival	\$1,000.00	\$500.00	\$300.00	16.25%
Lando Southern Summer Picnic	\$1,000.00	\$500.00	\$0.00	7.69%
Lando-Manetta Mills History Center - Lando Days	\$6,500.00	\$3,250.00	\$2,000.00	17.41%
Lando-Manetta Mills History Center - Museum Operations	\$42,000.00	\$21,000.00	\$8,500.00	82.73%
i2i Miles to Shop Yard Sale	\$6,000.00	\$4,000.00	\$2,816.00	No Event
Fort Lawn Fall Festival	\$21,000.00	\$7,500.00	\$1,000.00	New Event
The Homecoming-Saving Finley High School	\$3,500.00	\$1,500.00	\$1,000.00	New Event
<b>TOTAL</b>	<b>\$337,057.00</b>	<b>\$174,250.00</b>	<b>\$72,000.00</b>	



Members of Chester County Council,

Let me begin by saying that these are exciting times for Chester County with the potential and actual growth that we are experiencing in commercial , recreational, and industrial growth here in Chester County and specifically the Fort Lawn area with the Gallo facility currently under construction. The command staff and firefighters here at the Fort Lawn Fire Protection District have round table discussions about this growth on a weekly basis and how we can adapt our department to more proactive to future growth than reactive to growth once it has already arrived. Below you will find a list of projects that the Fort Lawn Fire Protection District has completed or are currently underway within the Fort Lawn Fire Protection District.

### **January 2021**

The 1973 Mack tanker was replaced with a 1994 international 5000 gallon tanker with a 1250 GPM purchased through the SC Forestry



## **February 2021,**

Ladder 241 Purchased from the South Carolina Forestry Commission ,  
Ladder 241 is the First aerial apparatus in the Fort Lawn Fire Protection District  
area and only the 4<sup>th</sup> in Chester County (aerial height of 85ft )



## **March 2021**

2015 Chevy 3500, purchase from SC forestry to allocate a brush/wildland  
unit at each station , this truck was built, painted and serviced by an all volunteer  
staff of the FLFPD volunteers.





**April 6, 2021**

New burn ordinance in place in the city limits of Fort Lawn to eliminate the burning of house hold trash accordance with SC DHEC open burning laws

**April 14, 2021**

Fort Lawn Awarded a VSAFE Grant from SC State Fire in the amount of \$28,090.36 that was used to purchase fire hose and hand tools

**April 25, 2021** Station exterior remodel completed with funds from the Town of Fort Lawn and community donations



### **July 2021**

“ Fire Safe Fort Lawn” program started in conjunction with the Fort Lawn Community Center to focus on youth fire prevention and education, this program is focused on reducing the amount of accidental fires within the protection district and to also be applied to the ISO Rating as part of the community risk reduction program. This program will be extended to other community groups such as churches and other community organizations

### **February to July 2021**

Project “Sea Foam” started to address the increase in water rescues on the Catawba River between the York County line and the Catawba River Bridge and also to address assisting our mutual aid departments with water rescues in their districts , this project also was created to address the potential of an increase of water rescues in the Great Falls area. After Months of coordination and funding research the Fort Lawn Fire Protection District was able to obtain funding in the amount of \$50,000.00 from state of South Carolina with the assistance of State representative Randy Ligon , This funding will be allotted to the purchase of 4 water rescue craft , training, and the equipment to outfit 8 water rescue technicians.





Prepared For:

CHESTER COUNTY

DAVID SCHUELKE

August 10, 2021

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

		<b>Term</b>	<b>60</b>
		<b>Option</b>	<b>TELP</b>
		Payments:	Annual
		Consolidation:	Monthly
		Payments Due:	Advance
		Interim Rent:	None
		Rate Factor	5
			<b>Payments</b>

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price				
3000094602989.1	PowerEdge R740XD - [CALs]	\$41,351.30	1	\$41,351.30			0.21794	\$9,012.10
	PowerEdge R740XD - [amer r740xd 12238] [1]	\$36,002.97	1	\$36,002.97			0.21794	\$7,846.49
<b>TOTALS</b>								<b>\$16,858.59</b>

Proposal Expiration Date:

September 9, 2021

\*Payments are net of sales tax. Applicable Tax will be applied per tax laws\*

**PLEASE NOTE:**

**Personal Property Taxes (PPT) do not apply to this lease.**

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

**End of Term Options:**

**Tax Exempt Lease Purchase (TELP):**

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Tiffany Collins

Financial Solutions Representative

Dell | Financial Services

office + [REDACTED]

**Additional Information:**

**LEASE QUOTE:** The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

**PURCHASE ORDER:** The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

**INSURANCE:** The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

**APPROPRIATION COVENANT:** The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

**DOCUMENTATION:** In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

**PROPOSAL VALIDITY / APPROVALS:** This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.

LEASE NO: 810-9041557-001  
Your DELL Customer Number is: 48891228



DAVID SCHUELKE  
COUNTY OF CHESTER  
PO BOX 580  
CHESTER, SC 29706

AUGUST 13, 2021 01:56:46 PM

Dear COUNTY OF CHESTER,

Thank you for choosing Dell Financial Services for your technology leasing needs. We are enclosing the Lease and the Attachment A for your review. Once you have inspected the documents, please follow the five simple steps listed below:

- Step 1 Provide your Federal Employer Identification (FEI) Number on **Page 1 of 5** if your FEIN is not printed.
- Step 2 Sign and Date the **YOU/LESSEE** section only on **Page 2 of 5** and print your **NAME and TITLE**.
- Step 3 After completing steps 1 through 2, return **ALL PAGES** via email to [Public\\_Manual\\_Docs@Dell.com](mailto:Public_Manual_Docs@Dell.com), excluding AutoPay.
- Step 4 **(Optional)** For the ease and convenience of **AUTOPAY**, please complete the enclosed form and return it according to the instructions on the autopay form.

Thanks again for choosing Dell Financial Services. If you have any questions regarding the enclosed documentation, please feel free to contact us.

MELINDA\_GAINES  
800-955-3355

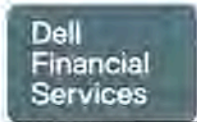
\*\*\*\*\*Helpful Information\*\*\*\*\*

Lease Related: Your DFS Lease Number is: **810 - 9041557-001**  
Equipment Related: Your DELL Customer Number is: **48891228**

For Dell Inc. equipment support or questions call **(888) 560-8324**.

View [www.Dell.com/Support](http://www.Dell.com/Support) for Dell order status once your Lease paperwork is complete or call (800) 879-3355





**TAX EXEMPT LEASE PURCHASE**

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE "YOU" AND "YOUR" IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE "WE", "US" AND "OUR" WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

FULL LEGAL NAME OF LESSEE COUNTY OF CHESTER	LEASE TERM (MONTHS) 60	ANNUAL RENT PAYMENT(S) \$16,858.59 Principal and Interest components as set forth on Exhibit B ^Subject to Applicable Tax	TRANSACTION PROCESING FEE \$0.00
DBA NAME (IF ANY)	TYPE OF ENTITY Municipality	FINANCING TERMS Product Cost: \$77,354.27 Shipping Charges: \$0.00 Transaction Processing Fee: \$0.00 Total On Lease: \$77,354.27 ANNUAL RENT PAYMENTS ARE DUE AND PAYABLE IN IN ADVANCE * Shipping Charges are included in the Annual Rent Payment as shown above ** Upfront Tax is included in the Annual Rent Payment as shown above	
BILLING ADDRESS: PO BOX 580 CHESTER, SC 29706-0580			
PRODUCT LOCATION SEE EXHIBIT A		TOTAL PRINCIPAL AMOUNT FINANCED SEE EXHIBIT B	
GENERAL PRODUCT DESCRIPTIONS/SUPPLIER SEE EXHIBIT A		END OF LEASE PURCHASE OPTION TAX EXEMPT LEASE PURCHASE (TELP)	

57-6000331 FEDERAL EMPLOYER IDENTIFICATION #

**TERMS AND CONDITIONS OF LEASE**

**1. Lease; Acceptance and Commencement; Term; Rent:** We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Exhibit A to this lease on the terms and conditions shown in this lease agreement (the "Lease"). With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Lease Term will begin and Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 5) (the "Supplier's Return Policy"), in the time, condition and manner required under the Supplier's Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this Lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier's Return Policy. Contact Supplier for complete details regarding the Supplier's Return Policy. Dell Inc.'s return policies are available at [www.dell.com](http://www.dell.com). If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent Annual (or the following day of the subsequent Annual if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$29.00 for each late payment (or if less, the highest amount permitted by applicable law).

**2. Funding Intent; Nonappropriation of Funds:** You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 11 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

**3. Representations, Warranties and Covenants:** You represent that the use of the Products is essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period; (e) you will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, the execution (and



delivery to us) of information statements requested by us; (f) you will not do, cause to be done or fail to do any act if such act or failure to act will cause this Lease, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; (g) the total cost of the Products will not be less than the total Principal Portion of the Rent listed in this Lease; (h) the Products have or will be ordered within six months of the date hereof in order to commence the Lease; (i) the Products are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof; (j) no fund or account which secures or otherwise relates to the Rent has been established; (k) you will not sell, encumber or otherwise dispose of any property comprising this Lease prior to the final maturity or termination of this Lease without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes; (l) you agree to execute, deliver and provide us with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Lease, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code; (m) Rent under this Lease will be paid from your periodic appropriations deposited into your general fund, such appropriations will equal the Rent due during each Fiscal Period, and all Rent payments will be from an appropriation made during the same Fiscal Period in which such Rent payment is made; and (n) you will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (n) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us. We hereby give notice to you that upon execution of this Lease, we will assign all of our right, title and interest in, to and under this Lease, including all Products and all payments owing under this Lease to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between us and DEF. You acknowledge and consent to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. You should continue to make any and all payments under this Lease directly to us, as servicing agent for DEF unless and until we notify you otherwise.

**4. No Warranties:** WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

**5. Selection and Ordering of Products:** You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

**6. Location; Use; Alterations; Inspection:** You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. Upon return of the Products to us pursuant to paragraph 11, you may remove any such addition or improvement if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

**7. Title; Quiet Enjoyment; Personal Property; Filing:** You will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. You grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

**8. Loss or Damage:** From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

**9. Insurance:** For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. Notwithstanding anything to the contrary contained herein, you may, upon our prior written approval, self-insure the Products in accordance with the standards set forth in this paragraph.

**10. Taxes:** You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. If you claim eligibility for exemption from any tax, you will provide us with tax exemption certificate(s) acceptable to the relevant taxing authority. We do not have to contest any taxes, fines or penalties.

**11. Return:** In the event of termination of the Lease pursuant to paragraph 2 or upon our demand pursuant to paragraph 15, you will immediately deliver the Products (including but not limited to manuals, cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

**12. Purchase Option:** If no Default exists under the Lease and upon satisfaction of all of your payment obligations, you will have the option at the end of the Lease Term to purchase our interest in all (but not less than all) of the Products "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease and our security interest in the Products will terminate. As continuing security for your obligations until all such payments are made, you grant to us a first-priority security interest in all of your rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

**13. Assignment:** YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

**14. Default:** Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

**15. Remedies:** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under paragraph 8 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in paragraph 11; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

**16. Indemnity:** To the extent permitted by law, you are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). To the extent permitted by law, you will reimburse us for, and if we request, defend us against, any Claims.

**17. Miscellaneous:** You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, addressed to the respective address given below or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you. If a signed copy of this Lease is delivered to us by facsimile transmission, it will be binding on you, however, we will not be bound by this Lease until we accept it by manually or electronically signing it or by purchasing the Products, whichever occurs first. You waive notice of our acceptance and waive your right to receive a copy of the accepted Lease. You agree that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Lease, we may produce a copy of the Lease transmitted to us by facsimile transmission that has been manually signed by us and such signed copy shall be deemed to be the original of this Lease. If you deliver this Lease to us by facsimile transmission, you acknowledge that we are relying on your representation that this Lease has not been changed. To the extent (if any) that this Lease constitutes chattel paper under the Uniform Commercial Code, no security interest in this Lease may be created through the transfer and possession of any copy or counterpart hereof except the copy with our original signature.

**BY SIGNING THIS LEASE:** (a) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2, YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR GOVERNMENTAL PURPOSES ONLY; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 7; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND (f) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.

LESSEE COUNTY OF CHESTER		US/DFS Dell Financial Services L.L.C. One Dell Way Round Rock, TX 78682	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINT NAME AND TITLE		PRINT NAME AND TITLE	
	DATE		DATE

LEASE NO: 810-9041557-001  
Your DELL Customer Number is: 48891228



**LEASE AGREEMENT**  
*Exhibit A*

Attached hereto and made a part hereof Lease: 810-9041557-001 between Dell Financial Services L.L.C. and COUNTY OF CHESTER as Lessee.

<b>Product Location</b>	<b>General Product Description/Supplier/Quantity</b>	<b>Quantity</b>
1476 J A COCHRAN BYP CHESTER SC 29706	Dell Quote# 3000094602989.1 <b>Description</b> PowerEdge R740XD - [CALs] PowerEdge R740XD - [amer_r740xd_12238] [1]	1 1

All other terms and conditions of the Lease shall remain unchanged.



LEASE NO: 810-9041557-001  
Your DELL Customer Number is: 48891228



**LEASE AGREEMENT**  
*Exhibit B*

**Company No: 73**

Attached hereto and made a part hereof Lease No: 810-9041557-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and COUNTY OF CHESTER as Lessee

<b>Total Financed Amount</b>	<b>\$77,354.27</b>				
<b>DUE DATE</b>	<b>PAYMENT #</b>	<b>PAYMENT AMOUNT</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>UNPAID BALANCE</b>
	1	16,858.59	16,858.59	-	67,434.36
	2	16,858.59	15,288.84	1,569.75	50,575.77
	3	16,858.59	14,509.70	2,348.89	33,717.18
	4	16,858.59	15,161.09	1,697.50	16,858.59
	5	16,858.59	15,841.72	1,016.86	-

This is  New Autopay Request     Change to Existing Information     Cancellation (Please complete Sections 1 and 3)

With this service you have the option of continuing to receive a monthly invoice

Yes, please continue to send a monthly invoice     No, I do not require a monthly invoice

**All fields are mandatory**

**SECTION 1: DELL FINANCIAL SERVICES LEASE CONTRACT AND/OR LOAN ACCOUNT INFORMATION**

Name on Dell Lease or Loan Account: \_\_\_\_\_  
(Note: Name on Dell Lease or Loan Account must match with the 'Name on Bank Account' in Section 2)

Please list the 13 digit Lease Contract and/or Loan Account number(s) that you would like to authorize on the AutoPay service. For additional Lease Contracts and/or Loan Accounts, please use a separate sheet to list all Lease and/or Loan Account numbers. Please note that future contracts will require an additional authorized AutoPay form.

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_  
(Note: In order to receive confirmation of autopay setup, please provide an email address)

**SECTION 2: BANKING INFORMATION (The bank account must be a commercial account)**

Name on Bank Account: \_\_\_\_\_

Bank Routing Number\*:

Bank Account Number\*:

\* Please see example below for location of routing and account numbers on voided check. Note that routing numbers starting with 5 are not valid.

**SECTION 3: SIGNATURE (must be an authorized signer on bank account)**

This AutoPay service is established solely for your convenience and is offered at no additional cost to you. You authorize Dell Financial Services L.L.C., its agents and assigns (collectively "DFS"), to initiate debit entries in the bank account identified above for amounts due and owing under the Lease/Loan(s), including rental, applicable taxes, shipping charges, and in case of a default, the full amount due under the Lease/Loan. You represent and warrant to DFS that the above account is a commercial account established in connection with your business and not for personal, family or household purposes. You remain responsible for making payments to DFS if the funds cannot be automatically debited from your bank account. In addition, if funds are not available when a payment is due, you agree to pay DFS any late charges due under the Lease/Loan as well as any expenses incurred for every unsuccessful debit attempt. The transactions made pursuant to this authorization form are initiated through the Automated Clearing House. These services may be cancelled or modified by DFS at any time without notice. THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU PROVIDE WRITTEN NOTICE OF ITS CANCELLATION TO DFS, AFFORDING DFS AND YOUR BANK A REASONABLE OPPORTUNITY TO ACT.

PRINTED NAME \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

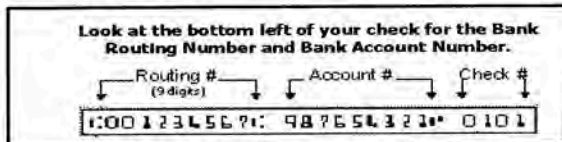
If you received this AutoPay form with your new Lease/Loan Agreement, please return the completed form along with your other Lease/Loan documents **via fax or mail**, as instructed by your DFS representative. **PLEASE DO NOT EMAIL THE COMPLETED FORM.** Otherwise, please return this completed form and copy of a voided check to our Autopay Department per the instructions below:

**BY FAX (for faster activation)**

Dell Financial Services AutoPay  
Customer Service  
Fax# 512-283-1854

**BY MAIL**

**OR**  
Dell Financial Services AutoPay  
P.O. Box 81577  
Austin, TX 78708-1577



Copy of a voided check must accompany this form

You should retain a copy of this form for your records.

Revision: 2/16/2016

# NOTICE

## IRS 8038-G & 8038-GC FILINGS

The Internal Revenue Service (IRS) now requires that all 8038 filings, prepared by a third party, be executed by the third party as the "Preparer".

Additionally, the IRS does not allow the Preparer to execute the Filing until after receiving the executed Lease.

Accordingly, once the Lease Schedule is executed and returned, you will be receiving the 8038 filing for your execution and return.

Please contact your Lease Representative should you have any questions or concerns.



**Chester County Planning Commission**  
**July 20, 2021**

**CCMA21:20: Todd Marion Love request Tax Map # 115-00-00-023-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) and R2 (Rural Two) to ID-2 (Limited Industrial)**

Todd Love stepped to the podium. Mr. Love said I own the piece of property right here that joins the piece of property beside Fastenal. I purchased it in 2012, 2013. I found out there was a little piece that belonged to Jimmy Long that actually jutted into this piece of property we're talking about. I went and purchased it from Jimmy Long. It's a small piece and I found out from Williams Trucking when they were purchasing it from K&K, one is zoned ID-2 one is zoned commercial. I guess it's just that little piece. My plan is to make all of this the same, so I don't have to do all of this when I get ready to sell the property where one piece is ID-2. I don't think it's big enough to build on it. The piece that juts out across the road the State of South Carolina actually has that for a road right of way. It's just the piece of property right beside Fastenal that's ID-2. There is a little piece that juts out that you're seeing and it's probably .16 acers that needs to be rezoned ID-2 so the whole square right there will be ID-2. Chairman Raines said it's 085 according to this. Mr. Love said I plan on having the property resurveyed that whole square will actually end up being ID-2. Chairman Raines said you don't have any plans right now? Mr. Love said right now the plans are, if I did anything with the property would be to sell it, or to put a building on it the same as Fastenal or one of the buildings right there beside it, all right there in the same area. That would be the plans if I did decide to do anything. Right now, I have no plans to do anything but to square it up and avoid going through this in the future for that little piece of property that we found out was zoned different on that side of the road than the other side of the road.

Chairman Raines asked if anyone had any questions. There were none. Director Levister said he just wanted to say that once he submitted his packet they worked together and that's when Mr. Love realized the triangle on the opposite side of the road is actually owned by the state now. When you look in the packet there where it says General Commercial, was taken by the state when Gaston Farm Road was put in. Basically, where it says R2, he wants to ID-2 that and then combine that to have one tax map number. Chairman Raines said the piece across the road is immaterial. Director Lever said that ain't even his anymore. He found out by research and having the surveyor come out he don't even own that; it was taken by the state. I just wanted to verify so you would know about both triangles.

Vice Chairman Smith asked if we need to make a motion to withdraw the table motion? Attorney Winters said not necessarily because when you did make a motion you didn't table it for a date certain, so you tabled it to the end of the meeting.

Commissioner Walley made a motion to approve the rezoning request as presented; seconded by Commissioner Howell. Vote was 7-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: July 20, 2021 Case # CCMA 21-20 Invoice # 3998

The applicant hereby requests that the property described to be rezoned from GC/R-2 to ID-2

Please give your reason for this rezoning request:

Company moving to Chester county. Requested zoning change. Sales contract in place. Zoning contingent for sale. Clean up zoning.

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

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 484110, 484112, 48490

Property Address Information

Property address: N/A  
 Tax Map Number: 115-00-01-023-000 Acres: ~~0.36~~ 0.85

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

PLEASE PRINT:

Applicant(s): Todd Marion Love  
 Address 1467 Great Falls Highway  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

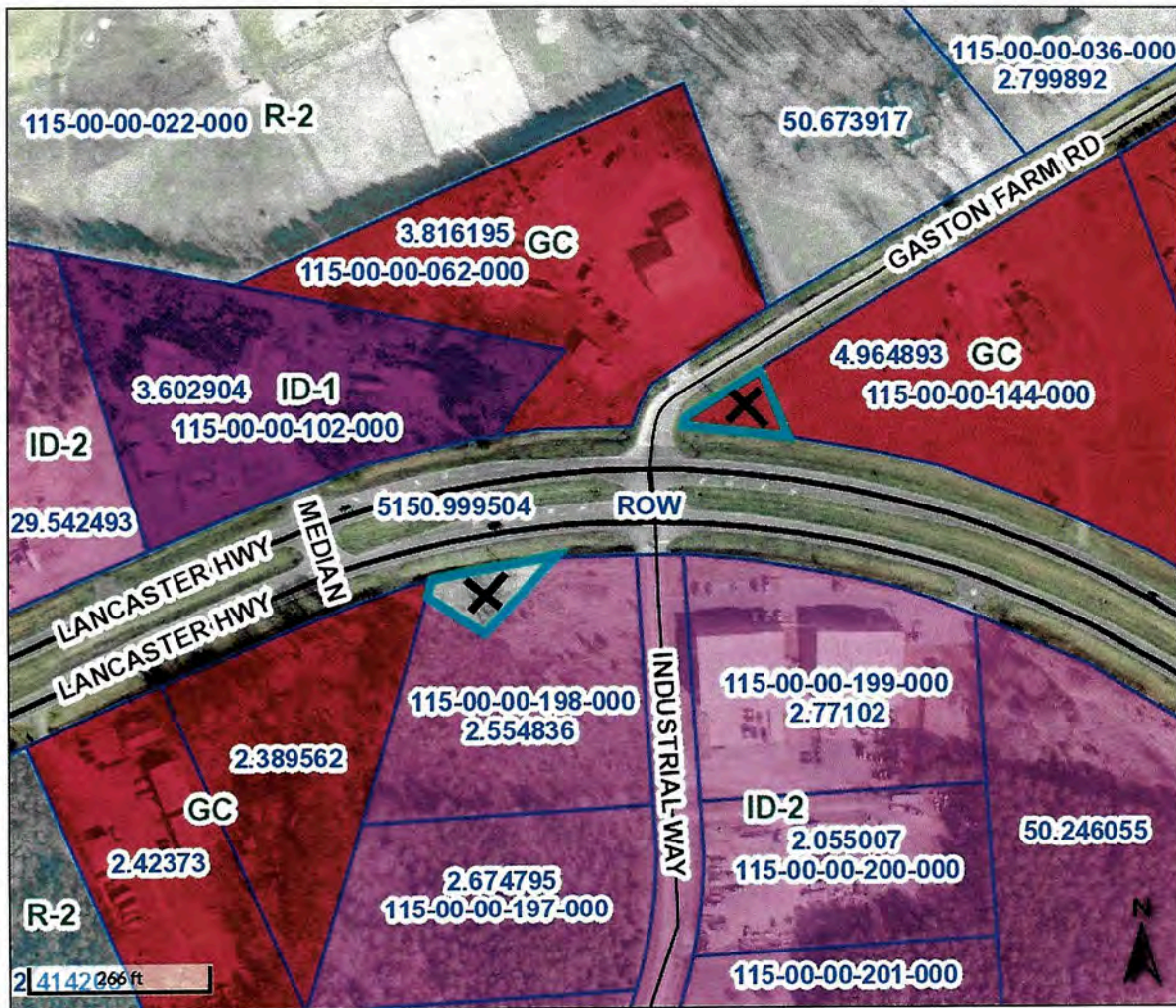
Owner(s) if other than applicant(s): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

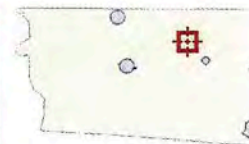
Owner's signature: Todd Marion Love Date: 6-3-21  
 Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

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





**Overview**



**Legend**

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

<b>Parcel ID</b>	115-00-00-023-000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	LOVE MARION TODD
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	C		1467 GREAT FALLS HWY
<b>Property Address</b>		<b>Acreage</b>	0.36		CHESTER SC 29706
<b>District</b>	03				
<b>Brief Tax Description</b>	n/a				

(Note: Not to be used on legal documents)

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**Chester County Planning Commission**  
**July 20, 2021**

**CCMA21-21: HLC Holdings, LLC request Tax Map # 115-00-00-144-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial to ID-2 (Limited Industrial)**

Chris Gaddy, of 1189 Deer Run, Chester stepped to the podium. I am here to represent HLC Holdings along with Kevin Stephenson. We also have Pete Smith here who is with WBT Trucking. We are on the corner of Gaston Farm and Highway 9. We have a sale pending with WBT Trucking which is contingent on them being able to use it on ID-2. That's why we are requesting this. Just a couple of facts about that area, the property right adjacent to us is owned by Ed's Trucking Company, which is ID-2. Al Trucking Company, which is right down the road, is ID-2. That whole area is ID-2 along with the property Todd owns, that's right across the street. WBT, if I have these facts right, they are a truck and dispatch and truck maintenance company. They 're relocating here to expand or add to where they are and they currently employ twelve people in Chester County and expect to increase to twenty-five employees.

Chairman Raines asked if any commissioners had any questions for the representative. There were none. Chairman Raines asked if anyone was here to speak in favor or in opposition of the rezoning request. There were none.

Vice Chairman Smith made a motion to approve the rezoning request as presented; seconded by Commissioner Williams. Vote was 7-0 to approve.

Chairman Raines stated to the application that the Planning Commission is advisory to County Council. County Council will have three readings on the request, and they could follow up with staff for more information.





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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: July 20, 2021 Case # CCMA21-21 Invoice # 3999

The applicant hereby requests that the property described to be rezoned from GC to IO-2

Please give your reason for this rezoning request:

Company moving to Chester county. Requested zoning change. Sales contract in place. Zoning Change contingent for sale.

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

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 484110, 484122, 488490

Property Address Information

Property address: 2749 Lancaster Highway  
 Tax Map Number: 115-00-00-144-000 Acres: 4.97

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

PLEASE PRINT:

Applicant(s): HLC Holdings, LLC 1353 Melanie Ln  
 Address 2749 Lancaster Highway Chester, SC 29706  
 Telephone: [redacted] cell [redacted] work [redacted]  
 E-Mail Address: [redacted]

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

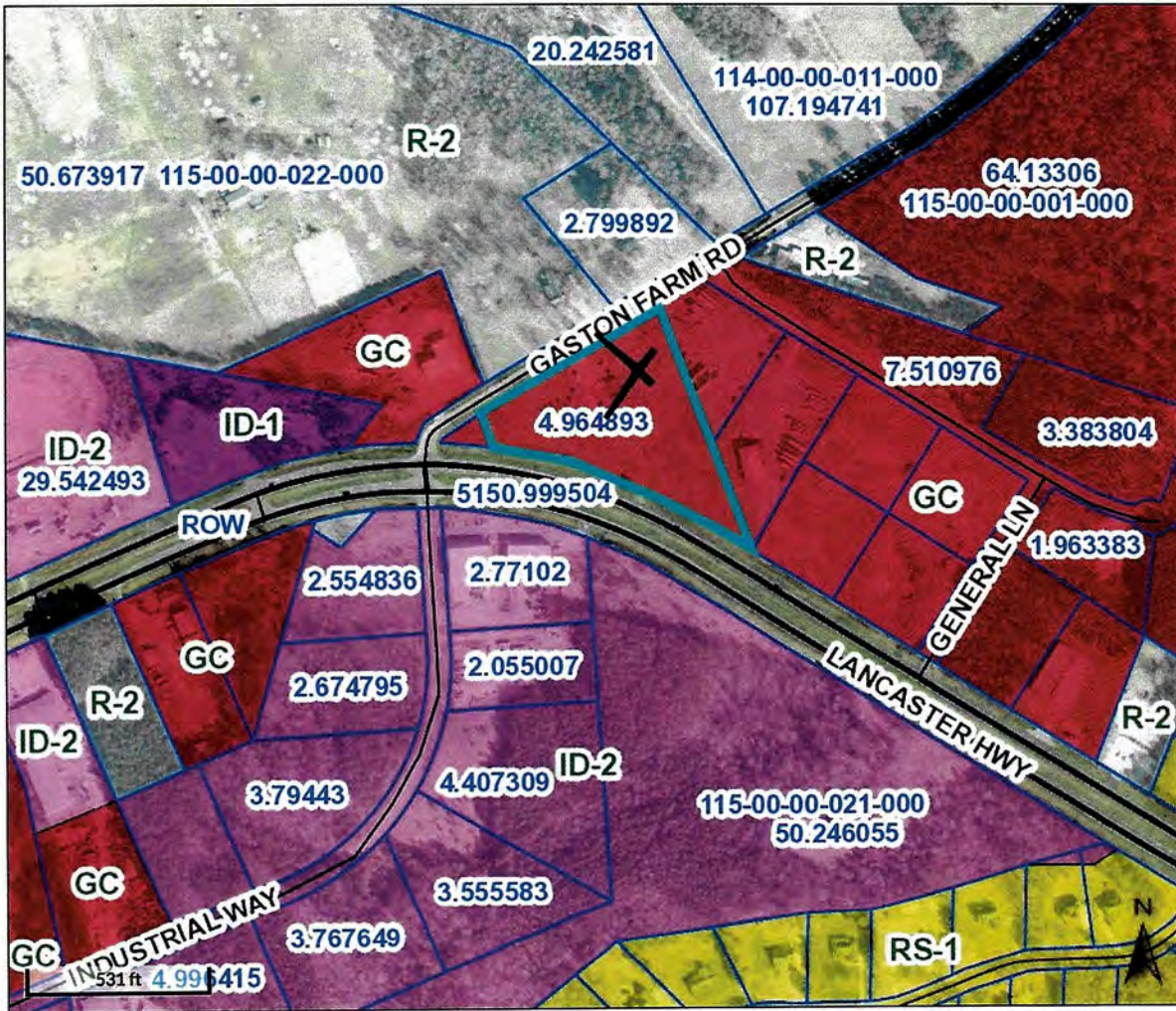
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 6-3-21

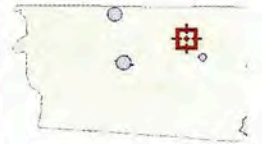
Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

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





**Overview**



**Legend**

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

Parcel ID	115-00-00-144-000	Alternate ID	n/a	Owner Address	HLC HOLDINGS LLC
Sec/Twp/Rng	n/a	Class	C		1353 MELANIE LANE
Property Address	2749 LANCASTER HWY	Acreage	4.965		CHESTER SC 29706
District	03				
Brief Tax Description	HWY 9 CHESTER				
	(Note: Not to be used on legal documents)				

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**Chester County Planning Commission**  
**July 20, 2021**

**CCMA21-22: Earl L. Evans request Tap Map # 069-07-01-026-000 located at 528 West End Road, Chester, SC be rezoned from RG-2 (General Residential) to GC (General Commercial)**

Quantavious Hopkins, of 660 Center Road, Chester stepped to the podium. He stated his Dad wanted to use this as a mechanic shop. Chairman Raines asked has this been a mechanic shop in the past? Mr. Hopkins said, I guess. Chairman Raines asked if he currently has a business? Mr. Hopkins said yes sir. He had to move. The owner sold the one he had so he bought the land there. Chairman Raines asked how long has he been in business? Mr. Hopkins stated seven or eight years.

Chairman Raines asked the commissioners if they had any questions. Commissioner Grant asked if he was going to use the existing building that's already there. Mr. Hopkins said he's building another one. Chairman Raines asked if he would tear the other down completely. Mr. Hopkins said yes.

Chairman Raines asked if the commissioners had any other questions. There were none. Chairman Raines asked if any member of the public would like to speak in favor or in opposition of this rezoning request. There were none.

Commissioner Grant made a motion to approve the rezoning request as presented; seconded by Commissioner Hill.

Chairman Raines stated he had one concern. He said we've been down this road several times. That's a main thoroughfare into town. The appearance of these places, and there are several. I'm not disparaging you sir, there are several places in town when you come by there, they've got junk cars sitting out or cars being worked on. Chairman Raines asked staff what's your roll in preventing that, making them put up screening and that kind of stuff, is that part of your office and duties. Director Levister stepped to the podium and stated basically the ordinance says in that section, which is GC General Commercial, wrecked or junk vehicles prohibited. Outdoor storage of materials used in assembly, fabrication or processing limited to 25% of floor area of building on same lot is permitted if screened from view from public right-of-way. Chairman Raines said we've seen equipment with engine block still hooked to them. Engine lifts and that type of stuff. Chairman Raines asked can you follow up and make sure that type stuff don't happen. Director Levister said correct. Commissioner Howell asked if that's something we need to add as a clause to this. Director Levister said you have the opportunity to put whatever you want to put in the motion. Vice Chairman Smith asked isn't that a county wide ordinance as far as junk cars. Director Levister said yes. Commissioner Walley asked your office is the one that will follow up on that in the county. Director Levister said junk cars, that's T J Martin. Commissioner Grant said well if he puts a new building up that will be improvements to the piece of property next door.

Chairman Raines asked if anyone wishes to change their motion or second based on that information. Motion stood. Vote was 7-0 to approve.





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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: July 20<sup>th</sup>, 2021 Case # CCMA21-22 Invoice # 4055  
 The applicant hereby requests that the property described to be rezoned from Residential to GC Commercial

Please give your reason for this rezoning request:

put a AUTO SHOP

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

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 237878111

Property Address Information

Property address: 528 West End Rd  
 Tax Map Number: H 69-7-1-24 Acres: 0.471

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

PLEASE PRINT:

Applicant(s): EARL L EVANS  
 Address: 102 Stewart St Chester SC 29706  
 Telephone: \_\_\_\_\_ cell/ \_\_\_\_\_ work ( \_\_\_\_\_ )  
 E-Mail Address: \_\_\_\_\_

Owner(s) if other than applicant(s): Sammy Lee Anderson  
 Address: 5881 Underwood Avenue Charlotte NC 28213  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

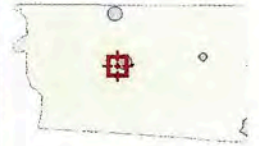
Owner's signature: Sammy Lee Anderson Date: 6-11-21  
 Applicant signature: Earl L. Evans Date: 6-11-21

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





Overview



Legend

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

Parcel ID 069-07-01-026-000  
 Sec/Twp/Rng n/a  
 Property Address 528 WEST END RD

Alternate ID n/a  
 Class RN  
 Acreage 0.435

Owner Address ANDERSON SAMMY LEE  
 CORNWELL JAMES  
 5881 UNDERWOOD AVENUE  
 CHARLOTTE NC 28213

District 02  
 Brief Tax Description n/a

(Note: Not to be used on legal documents)

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**Chester County Planning Commission**  
**July 20, 2021**

**CCMA21-23: Mattie Howze request Tax Map # 160-00-00-025-000 located on Georgetown Road, Great Falls, SC be rezoned from R1 (Rural One) to RG-2 (General Residential)**

Mattie Howze of 5262 George Beard Avenue in Great Falls. I want to get the land rezoned to put a mobile home on it. Chairman Raines asked is there a structure there now? Ms. Howze said no sir. Chairman Raines asked has there ever been a structure there. Ms. Howze said no sir. Chairman Raines asked about the well and septic. Ms. Howze said it's city water and sewer.

Chairman Raines asked the commissioners if they had any questions for the applicant. Commissioner Howell asked if the house would be a single wide or a double wide. Ms. Howze said a double wide.

Chairman Raines asked if anyone wished to speak in favor or in opposition of this rezoning request.

Roxie Trotter, of 2385 Winter Crest Drive, Rock Hill SC stepped to the podium. (She requested Ms. Hutchins pass handouts she provided to the commissioners) My husband and I are the property owners of 139 acres at the end of George Town Road. We are Tax Map 105-00-00-041-000. This property has been in our family since 1936. What I'm handing out to you, if you will look at the first two pages, this is Ms. Mattie Howze's deed. Highlighted at the bottom of page one, it says the forgoing conveyance is subject to Restrictive Covenants recorded in the Deed Book. If you flip to page three, four, five and six in your packet. Highlighted on page three of your packet is no building shall be erected on the lots nearer than fifty feet to the front lot line of the lot nor nearer than ten feet to any side lot line, nor nearer than thirty feet from the back lot line. If you flip over to the next page, number seven, it says no trailer, mobile home, tent, shack, barn or other outbuilding shall be erected on the lots nor used for a residence, temporarily or permanently. If you go back to her deed, it does mention that on page one. It also mentions on page two of the deed. The subdivision was created in 1988 by Carl Player. The restrictive covenants were signed in 1992. Ms. Howze deed, on page two, is from 2005. And her page two is from 2009, agreeing to the covenants for that property. There are seven lots right now on George Town Road that are still zoned as R1. Four of these have houses on them already. Lot one, two and three, which hers is lot three, does not have any buildings or houses on them.

Commissioner Howell asked is a modular home restricted under this? Ms. Trotter said I'm just going by what the deed says. It says trailer, mobile home, tent, shack, barn or other outbuilding. Commissioner Howell said so if it has no frame under it, it's a house, correct? Director Levister says that depends on how its classified. That's from the manufactured specs.

Chairman Raines stated so we're looking at what's the definition of the things listed in the deed, correct. Commissioner Howell said yes, that's what it comes down to. Commissioner Howell asked Ms. Howze the unit you're looking at, how is it classified? Is it classified as



a modular? Ms. Howze said I haven't found anything yet. When I asked about it, I was told it had to be rezoned for a mobile home. I didn't purchase that land in 2005. I got it from my sister. I can't remember the date but not 2005. It was in Mary Howze name first. I'm Mattie. Commissioner Howell said it all comes down to from what I see, staff, the unit going there has to be a modular home and not a mobile home, is that correct? Attorney Winters said I think the commission needs to look at number three also. No structure shall be erected on the lots other than one detached single-family dwelling not to exceed two-and one-half stories in height and a one or two car garage. Attorney Winters states the restrictive covenants are not just for no mobile home, they are pretty restrictive as far as easements, if anything can be built, where it can be built. Commissioner Grant said it's basically down to a stick built is that right. Attorney Winters said that's about it. Chairman Raines asked it doesn't allow any type of manufacturing housing, it has to be stick built. Attorney Winters said it doesn't say that, but it does say, number four does say, one detached family dwelling. Vice Chairman Smith asked Attorney Winters, regardless of the zoning, does the covenants and restrictions supersede that? Attorney Winters said it follows the land, yes unless and until Mr. Carl Plyer removes them, they follow the title. Chairman Raines asked if anyone had any other questions. There were none.

Russ Trotter, of 626 Park Drive, Rock Hill stepped to the podium. (He provided handouts as well for the commissioners) I'm going to walk you guys through this, and I think this will clear up some of the issues for Mr. Howell about the parameters and such. My Father and Mother began inquiring this property from other members in late 2016 early '17. It's been in the family since 1936. This is the deed recorded in the courthouse, that first page. If you flip to the next page, I want to show you a plat from 1919. You'll see some circles around what's called road to Stoll's. I've made some markings; you can see Highway 99, Highway 97, Or what becomes those roads. 100 years ago. If you will look at the dotted line that goes down into the North corner called the Stoll Lands. That is what that 1936 deed references. Bounded by Stoll Lands. That is the creation of George Town Road. That North corner at the very end is the property we are speaking to in question. Now the problem with all of this and how I'm going to wrap all of this together, Chester County has failed to declare that last 300 feet after the pavement ends, county roadway. We went through 2 ½ years struggling to try to prove that we have rights to cross that dirt section of road in order to get to our property. Our fear is that, if someone were to build there without having the actual road defined, per Chester County code, or an easement defined, descriptive easement per SC Law, showing that we have rights to cross that, someone is going to hinder our ability to get to our property. It's nothing malicious. It's nothing personal. But we don't want any hindrance. We don't want to have to go into any legal battle in order to get to ours and without that roadway being defined. It's going to be really hard for Ms. Howze, or whoever else were to come along to build anything to be able to meet the meets and bounds and off sets of that right away. We can flip on now to the next few pages. The next pages from the University of South Carolina Archives, this is a 1942 road map from SCDOT. I've highlighted on the left side an occupied farm unit. This is the legend. The next page also has a highlighted area right there along Beckamville. The "y" shaped road, you have Cloud Road which you can reference Frances Cloud's name from the 1919 plat. Georgetown Road is the road defined here. At the very end of that road you will see an occupied farm unit. That would be the house in question from 1942 when it was still being used as a homestead by my family at that point. The next page shows the same thing from 1958. At this point you see that the road has ended. That is when we assume the gate has been erected. It has been fenced off. We have shut off part of that county road at

that time. Georgetown Road was paved in the late 50's and early 60's. And for whatever reason, on the next page the 1959 USDA archives arial, you will see the entirety of that road up to the property line is wooded property. Why the state decided to stop 2 or 300 feet before our gate I assume is because there is no plan to build or what have you at that point. However, our concern is we have spoken in 2 ½ years, multiple times with the county. State. Everyone. No one will give us the time of day to reclaim that road as county property which I believe with everything that I am. I mean a road can't just go away and we'd be cut off after 100 years over that last 2 or 300 feet. The next page is the arial from 1980 which is sitting in the Chester County Tax Assessor office, it shows that same thing. These lots were not subdivided until 1988. The conveyances were put into place in 1992. And a lot of those lots there towards the end, five six, one, two three were sold in the early 90's. '94 '95 '96 so forth. You can see that on the next plat, which is the actual subdivision plat from 1988 that Carl Player did. And you will see on the next one, the same thing. The one that I also will speak to, on that 1988 subdivision plat, is if you will look online and look at how all those properties are being appraised, Ms. Howze's lot is being appraised at .54 acres. It is not. It is .467 as per this plat. Lot number two, which is owned by Matt D. Young, is being appraised at .79 acres. It is not. It is .461. Beacon online can not be taken for correct as far as property lines so on and so forth. So once again, I'll restate our fear, without the county reclaiming that section of roadway, it is going to be impossible for someone to meet the proper offsets and bounds in order to meet the lot restrictions that are one in the covenants that my Mother just spoke of and the county ordinance. You can see, the last three pages shows how beacon illustrates those lines and the incorrects they have. The last statement I'll make is based on the development of these properties, now this is just personal statement. I graduated in 2014 from Charleston Southern with a degree in Wildlife Biology. My Grandfather kept cattle on that property for my entire adult life. It hasn't had cattle on it for maybe five years, maybe. We know this subdivision has already had run ins with other members in the subdivision wanting to put cattle and whatnot. We do prescribe burns because all we do is hunt and use it for agricultural purposes. South Carolina Forest Law, well it's actually a DHEC regulation, says that we are not allowed to burn fields, forest things like that within 1000 feet of a structure. A house going into that property steps into us 250 feet. We're not allowed to fire a firearm with 100 yards of a residential area or a residential structure per the county ordinance. Our hands become tied. The main point I am here to make is without proper definition of that roadway the last 300 feet of Georgetown Road the proper offsets and bounds can not be met.

Chairman Raines asked if anyone had any questions. Attorney Winters says I take exception to the statement that that no one's given Mr. Trotter and his family the time of day because I did meet with Mr. Trotter and his Father. I've met with Mr. Levister regarding the road issue. We're really trying to figure it out. I want the commission to know that we are trying to figure it out. The extra road, these 300 feet. Mike Levister and I have spent hours trying to figure it out. We have a county engineer going out there to actually look at the piece to try and figure out what happened. Mr. Trotter is correct that we've got this mystery piece. How it became a mystery piece. He's done a tremendous research as you can see. I just want the commission to understand the county is working on this road issue. So, how that plays into your decision, I don't know but I just want that on the record, that the county is working on it. Mr. Trotter said yes mam I appreciate your help last week and apologize I left you out.

Commissioner Walley asked Mr. Trotter just out of curiosity, is there a creek right there? Mr. Trotter said no mam.

Vice Chairman Smith said I don't think the road access is a topic really for the commission. Statewide, there are a lot of situations just like that and it seems like they get solved through private litigation. I'm concerned about the covenants and restrictions though. Chairman Raines said I agree with you. We need three or four lawyers here to figure this out. I don't see how you can get past the deed restrictions to build anything anyway. I don't know if that was common knowledge or if it was just discovered. The road issue is certainly beyond this meeting and this commission.

Chairman Raines made a motion to deny the request based on legalities beyond our control. Commissioner Grant seconded the motion. Vote was 7-0 to deny.

Chairman Raines told Ms. Howze to follow up with staff. If this can be worked out it will probably take a while. Ms. Howze said what do you mean it can be worked out. Are you saying that I can't put a mobile home there, but I can do a modular on my property right? Chairman Raines said it's all got to do with definitions. You check with the staff, and you probably need to get you a lawyer and find out exactly...it's rather vague the way it's written because everybody uses different terminology for mobile homes and modular homes and stick built. I just say you need to get an attorney to find out exactly what that covenant restriction means and where that leaves you. Ms. Howze said ok because it's already two modulares on that same side. He's right to certain extent about the road if you start running a road though there or some kind of easement and all that puts you in another violation of the covenant because of the setbacks and stuff. You need to clarify that first. Ms. Howze said running a road through where my property is? Attorney Winters said I think we are entering in kind of legal advice. Chairman Raines said follow up with staff and see if they can give you some advice on where to go and get some clarification on that deed.

Vice Chairman Smith wanted to mention that anyone can leave if they have already read their case. They don't have to stick around if they don't want to. Chairman Raines said yes, I should have said that earlier. Anyone that's addressed your portion of the meeting you're welcome to leave. You don't have to stay.





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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: July 20th, 2021 Case # CCMA21-23 Invoice # 4043

The applicant hereby requests that the property described to be rezoned from R-1 to RG-2

Please give your reason for this rezoning request:  
Want to purchase a mobile home  
on the property

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant):

I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request.

NAICS CODE Number: \_\_\_\_\_

Property Address Information

Property address: \_\_\_\_\_

Tax Map Number: 160-00-00-025-000 Acres: 0.546

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

PLEASE PRINT:

Applicant (s): Mattie Howze

Address 5262 George Beard Ave Great Falls SC

Telephone: \_\_\_\_\_ cell [REDACTED] work [REDACTED]

Owner(s) if other than applicant(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_

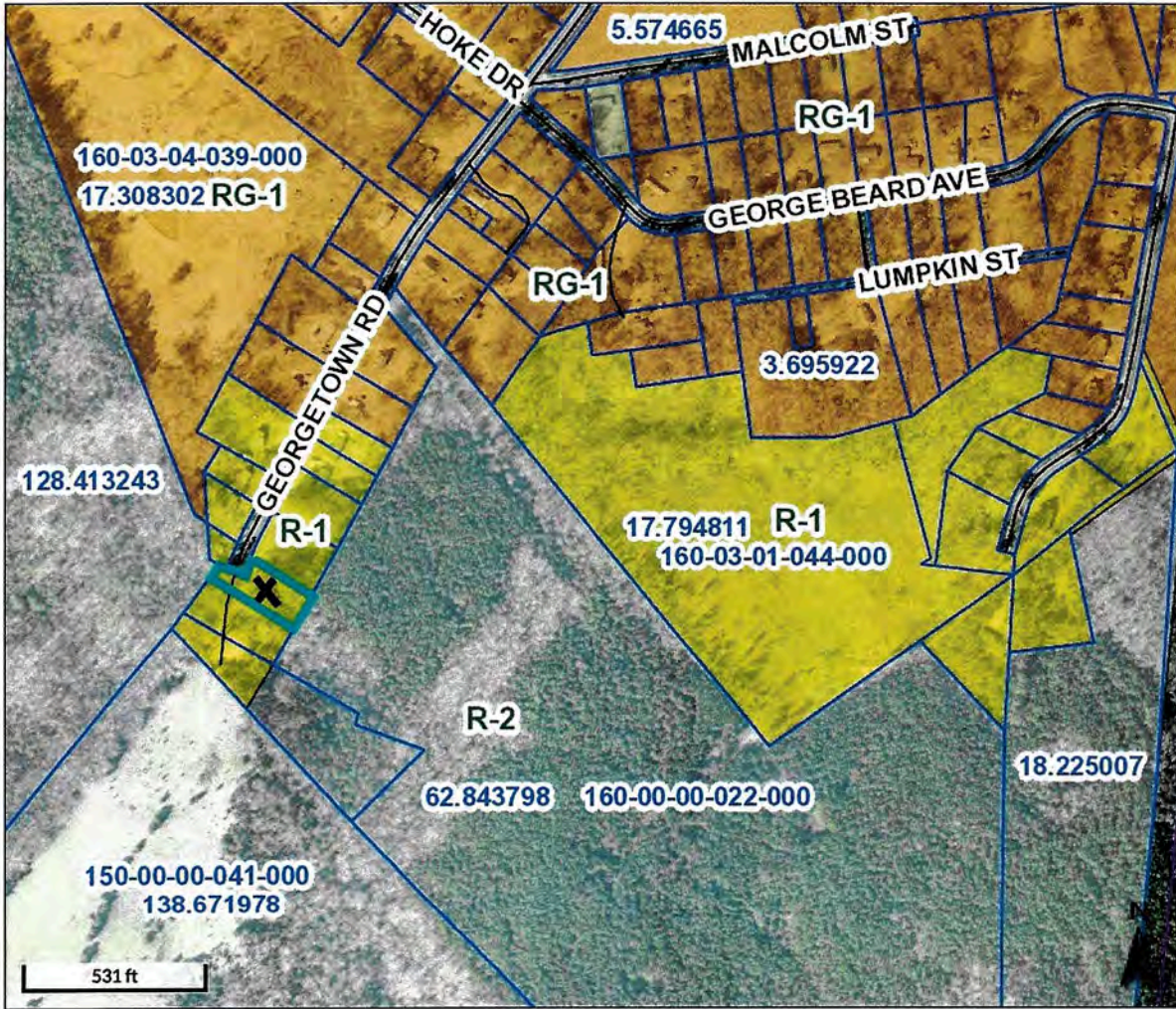
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Mattie Howze Date: 6-11-2021

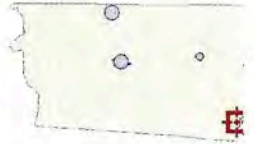
Applicant signature: Mattie Howze Date: 6-11-2021

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





Overview



Legend

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

Parcel ID 160-00-00-025-000  
 Sec/Twp/Rng n/a  
 Property Address  
 District 01  
 Brief Tax Description LOT 3  
 (Note: Not to be used on legal documents)

Alternate ID n/a  
 Class RN  
 Acreage 0.546

Owner Address HOWZE MATTIE  
 5262 GEORGE BEARD AVE  
 GREAT FALLS SC 29055

Date created: 7/19/2021  
 Last Data Uploaded: 7/19/2021 2:07:59 AM

Developed by  **Schneider**  
 GEOSPATIAL



**Chester County Planning Commission**  
**July 20, 2021**

**CCMA21-24: US Developments request Tax Map # 079-04-02-020-000 located on Village Drive, Chester, SC be rezoned from LC (Limited Commercial) to PD (Planned Development)**

Steven Rosenburgh, of 14822 Resolves Lane, Charlotte NC with US Developments, stepped to the podium. The county is doing an amazing job to attract industry and jobs. We'd like to be part of that to bring residential units here. We have a PUD plan proposed which will be commercial, multi, and single family. We have two pieces of property involved in this. We're very close to the school. One of the things we would like to work with, the school board, is to have a walking trail so residence could walk their students there instead of having to use bus or car. We think it's an advantage for single parents that don't have the resources to drive or two parties to take them to school. We have presented the presentation which I believe you have in front of you or on your screen. That shows you what we're proposing. Single family, Multi family, and then the commercial sites. We're working with the national builder to bring them here to this property. We are a land developer, so we don't do the vertical. We work with most of the major national builders. We think that is good for the community. They are very good at marketing, so they'll bring people here. They provide a good product. We've put some samples of homes in here to show you. The development summary, it's 111 acres that we have. The single family lots are 50 foot. Minimum lot size is 6000 square feet. There's 10.83 acres of commercial. 8.99 acers of multifamily with a maximum of 215 units. Again, because it's very close to the city there is available water and sewer. There is a great road network in place. And of course, the school is right there so we believe that the services that are required for a good community are already in place. Our discussions with the county lead us to believe that having additional residential is positive with the jobs that are coming here. Now, I will be quiet unless there are any questions.

Chairman Raines asked the statistics that you gave, that's the entire project. Not just this case. Mr. Rosenburg said that's correct. I apologize. I should have said my remarks will address all three because it's three separate parcels.

Vice Chairman Smith said you said the minimum lot size are 6000 square feet? Mr. Rosenburgh said correct.

Mr. Rosenburgh said I want to thank staff for working with us because we have met with them several times to make sure we are within the parameters that exist today for zoning.

Commissioner Howell said you have only a minimum of five feet between the houses and the property line. Mr. Rosenburg said correct. Commissioner Howell said most air conditioners are five feet now. Mr. Rosenburgh said yes, what they try to do is put them at the back. Commissioner Howell said I understand what you're saying but I was a fireman earlier in my life and I know what five-foot property lines do for you. You burn three houses when you burn one. Commissioner Howell said I'd like to see you extend it to 10 foot. I know it would cut down on your amount of houses but you're looking at life and property also. Mr. Rosenburgh said right. As land has got more and more expensive as you

know homes have gotten closer together. And I don't believe it reaches any fire code, but our engineer is here with us. Brandon can you address that?

Brandon Pridemore, with R. Joe Harris and Associates of 1186 Stonecrest Blvd, Tega Cay stepped to the podium. To address your question Mr. Howell, I know you worked for the fire department, but what we have to do is base it off the international fire code which says the five-foot side yard is sufficient. So, you have 10 feet between homes at a bare minimum. I'm not sure we're in violation. I do understand your request Mr. Howell and that's just something we would have to discuss. Commissioner Howell then said you also have to understand that because the houses are so close together, you've got to put in a bigger water line. Mr. Pridemore said yes sir, with the more recent adopted ones we'll have to have fire flow to 1000 gallons a minute to be able to sustain fires to single family homes. Commissioner Howell then said it also puts the fire hydrants closer together also. Mr. Pridemore said yes sir it can. I can't argue that I'm not a fireman by any means. In my experience I do know fires happen. They are not as frequent with modern day codes with the code improvements that have happened. Case in point would be Statesville, we do a lot of work up there. We've had that issue over and over and over. They've gotten comfortable with five foot. As they look at their history of fire responses, they have been in the homes that were built prior to 1990. They've had zero calls on newer infrastructure.

Commissioner Howell asked is this going to be Section 8 homes? Mr. Pridemore said no sir these are going to be market rate homes. Well, I'll let Steven (Mr. Rosenburgh) answer that. Technical questions I am here for. Anything for the market and homes, that will be Steven.

Commissioner Howell said the other question I have, I see your green space here is all flood plains, which is typically not useable. Mr. Rosenburgh said this is not flood plains in the since that there is water on it. You can't build on it under the national building code, but it's certainly good open space to use. And to answer your question, these are not Section 8. These are homes for sale to individuals. We want to meet the market need here, that the employment that you are generating is going to create.

Commissioner Williams asked, you said these are not Section 8 homes. What are the square footage of these homes and cost wise? Mr. Rosenburgh said that's an interesting question mam. Home prices have been soaring lately. These homes would be an average of 2000, 2200-foot range, it's really hard to build anything less than \$260,000 to \$280,000 today with the price of 2x4's as you know dimensional lumber hit \$1900. It's crazy.

Commissioner Howell asked do you have any commercial lined up to go on this property? Mr. Rosenburgh said no we haven't yet. You've got to get those, in my experience....Commissioner Howell said you got to get the rooftops first. Mr. Rosenburgh said you took the words right out of my mouth. Commissioner Howell asked if there are any particular retail you're looking to attract? Mr. Rosenburgh said what we would attract would be what the community needs as a service point of view. We'd meet with your economic developer and sit down and say what does the community need and that is what we would go after. We've got a whole team that would reach out to do that.

Vice Chairman Smith asked have you developed any other properties with similar densities? Mr. Rosenburgh said yes, unfortunately I'm not smart enough to do anything



else, so I have been doing this for thirty-five years and we've got things in the Charlotte region. Things in Denver. In Charleston. I don't know if you're a golfer or not, Legend Oaks, which is in Charleston, 850 homes. We did that with some commercial and with some apartments. Vice Chairman Smith asked do you mind giving some of those examples in the Charlotte market. Mr. Rosenburgh said Stonebridge, if you've ever been a golfer. That's the largest one we did. Greens of Birkdale is a very, very successful development. Highway 77 North in Huntersville, I'm not even sure they are ten feet apart there. It was a zero-lot line project. We had a zero-lot line project in Charlotte on the South Side. Zero lot line on one side you really have no distance. The house sits on the property line, and you have five feet on the other. Vice Chairman Smith said thank you that gives me a frame of reference.

Chairman Raines asked what would be the smallest square foot house, you said it would average? Mr. Rosenburgh said probably.... it's hard to do anything less than 1,800 square feet today to meet peoples demands. Chairman Raines said some would be 2,400. Mr. Rosenburgh said yes. 24, 26. Builders will love to take it up because they get more to build more. Chairman Raines said economy to scale. Mr. Rosenburgh said exactly. The smaller the house, the less profit. It's really not a good economic thing.

Commissioner Howell asked, these homes will have garages? Mr. Rosenburgh said yes sir. Commissioner Howell said there will be no on street parking? Mr. Rosenburgh said whatever your local municipal code is for parking. They all have garages. We're not doing a home without garages. Commissioner Howell asked what the distance from the home to the back of the sidewalk is going to be, what's your restriction? Mr. Pridemore said we have it listed on the zoning plan but we're going to have 20 feet from the right of way, so from the sidewalk itself to the right of way you've got about twenty-five feet to park a vehicle and stay clear of the sidewalk, which wouldn't impede the sidewalk. Typical household vehicle is going to be around sixteen to seventeen feet. So, the intent I think, that answers the question about parking. We can't control who parks in the street and who doesn't. We don't ever encourage it or advertise it. That's probably a question for Mike and his staff. The intent is to have a two-car garage and two parking spaces for each home. Commissioner Howell said so you're leaving only sixteen feet from the garage and the back of the sidewalk basically? Mr. Pridemore said no sir. When we look at it, you're going to have, from the garage to the right of way, it's twenty feet and then the right of way to the sidewalk is three to four feet, so you've got twenty feet to park exclusive of the garage. Commissioner Howell asked the road of way is going to stop where on the property? Mr. Pridemore said the right of way is going to be the front lot line so it's going to be twelve feet off the back of the curb, and then we start the twenty-foot gap to where the house would be.

Chairman Raines asked if anyone had any more questions. Attorney Winters asked I'm curious as to in your agreement for the sale and purchase of the property, on page two, seller hereby appoints the purchaser as its agent for purposes of filing for annexation. Do you plan on doing that? Mr. Rosenburgh said we put that in if required. We're not planning to annex at this time. Attorney Winters asked, if required, why? What would require annexation? Mr. Pridemore said the discussion at the time was that we didn't know if this was going to be better suited for the City of Chester or Chester County. But the decision was made after they signed the contracts that we would like to keep this as a county project. Attorney Winters said ok. Mr. Pridemore said that's the only reason, they just wanted to



cover and not have to make an amendment in case something changed. Attorney Winters said sure, thank you.

Commissioner Grant said one last question, do you intend to have restrictive covenants that's similar to this? Mr. Rosenburgh said yes sir. Mr. Pridemore said that is for the specific partner we are working with so it's very specific to them.

Chairman Raines asked if anyone had any further questions.

Mr. Rosenburgh said Mr. Chairman, member of the commission, I'd like to give my personal thanks. I served for eight years on the Charlotte Planning Commission. Six years as the Chairman. I understand how much work and effort this is to review these documents and understand what's coming before you.

Thank you. Chairman Raines said Thank you. Attorney Winters said then as you likely know, I just want to reiterate for the record this commission is advisory, and they will advise whatever their decision will be to County Council. Then there will be three readings by County Council. This is your public hearing. There will not be another public hearing. Mr. Rosenburgh said thank you for that clarification, we are used to another public hearing. Attorney Winters said I know, that's why I told you. You do however have the ability to speak; County Council does have citizens comments at the beginning of every meeting. It's three minutes. You can sign up. The sign up is usually in the hallway or you can tell the clerk that you want to be on the agenda. So, if you want to address council that's how you will do it. Mr. Rosenburgh said thank you for that clarification as well. So, as the applicant we do not have the right to speak. We have to sign up to speak. Attorney Winters said yes sir.

Chairman Raines asked if any member of the public tonight would like to speak in opposition or in favor of this rezoning request.

Brady Bell, an owner of Bell Auto Body Repair, which is a second-generation business, with his younger brother Ben Bell, stepped to the podium. Me, him, my late Dad, and my late Grandfather have owned three generations of business within this area. So, growth in this area is great. I'm in 100% agreeance with it. It's got to come. You can look at York County. Lancaster County. Growth has got to come. The only concern, Mr. Grant made, I would like to see a copy of the covenants and restrictions for the planned neighborhood because...in the past two generations of family, the neighborhood behind us has gone to mess and pop basically. It is a freaking mess back there. I want to make sure the future, not my generation cause Lord knows forty to fifty years from now I'll be gone Lord willing, future generations I want to make sure the same thing is not accruing because this is going to be a long-term endeavor project. The second thing is, water and sewer, has any of that stuff been addressed because that stuff is very old and outdated. I have issues with where I'm at, there is phone issues. What they are talking about bringing is going to take a lot of infrastructure. All that terracotta piping is past gone in the ground. The water line, the phone, that stuff I have questions about. I'm in agreeance with the growth but I have basically two questions this evening.

Chairman Raines asked didn't we have information, Director Levister said it's in your packet. Attorney Winters said we have a letter from CMD. Chairman Raines said the sewer district says they can handle. I don't think they addressed the structure itself. They have they capacity to take this on. But whether the pipes are new or old, your end would be

older. The other end at Second Baptist Church I would think would be much newer infrastructure. Maybe that's what they're talking about using. I have no idea, but that would just be an assumption on my part. It would make sense, if you will. Otherwise, I can't answer your question for sure.

Steve Bishop of 531 Sherwood Circle Chester stepped to the podium. I am the pastor of Chester Freedom Ministries and part of the land they are talking about purchasing is land that we own. We purchased the land twenty years ago to build houses on. To build residential space for people because it was such a need then, no where near as badly as it is today. We've been in that process; we built the HUD 202 for senior adults, and we wanted to continue to do that to provide housing for people of different income levels. We looked at different projects over the years and had some that looked promising but none that ever materialized. When we were approached by this company with their plan, and I went and visited the sites that they've given to you personally to see what their construction looked like. What their communities looked like and was pleased with that. So, our desire is to provide housing for people in Chester County. A lot of the housing will be for people like fireman, policemen and teachers. It's a good plan to help the community. At least that's our view. When I say our view, I'm speaking of the elders of Chester Freedom Ministry. As far as Mr. Bells concern about the sewage and water, we put in new lines when we put in housing and our church seventeen, eighteen years ago. I don't know all parts of that, but I know we ran the line from Highway 9 and then we ran the sewage from Robin Circle. Those are the things we're doing. Again, we're in hopes of providing housing for people that will be coming to Chester. Those that are here of course, as always. But people that may come to Chester County as well. That's reason for being part of this as it were. Like I say, we typically do our research and this company seems to measure with us as far as quality and being willing to do what they say they will do and so that's our reason for being involved.

Commissioner Grant wanted to expand on Mr. Bell's question. Homeowner restrictions or Homeowners Association take care of the property. And the restrictions they put in place help maintain value of your property over the years. That's the purpose of them. And if he institutes these right here, based on me living in a homeowner's association subdivision before I moved here, these are very restrictive.

Chairman Raines asked if there were any other discussion. Commissioner Howell said he would like to see a little more distance between the houses. I mean this is, I understand it's land and land is expensive. I just don't see houses ten feet apart wall to wall. Chairman Raines asked the setbacks now meet the requirements of the district, correct without any issues? Director Levister said you've got to realize that when you create a plan development that the developer designs the project with setbacks that he thinks is suitable for the project. Chairman Raines said it undoes the whole project, essentially. Director Levister said yes. Chairman Raines said we've addressed this before but going forward... Director Levister said the PD section doesn't have a minimum set back. The developer presents it to the county and the county makes the decision if they want to increase it at the next level. Chairman Raines said the whole purpose is you get higher density. Director Levister said correct. Chairman Raines said setbacks shrink based on that, and it does meet NFP code. Director Levister said yes. Chairman Raines said I understand what Mr. Howells is saying but it's done other places. Director Levister said correct.

Commissioner Grant said well this is no different than any other subdivision I've seen put around here. And if that's what the residents want, that's what the resident can have as far as I am concerned. As far as distance between houses, I've seen them even closer than this, quite closer as a matter of fact, probably by ten feet. So, when you burn one, you burn the other one. I understand Mr. Howells's question but that's left up to the homeowner because if they are building somewhere up around 2,000 square foot homes, if the homeowner wants that, fine with me. Commissioner Howell said I withdraw my request.

Vice Chairman Smith said I think the issue is more on the county's side not the developer side. We don't really have a footprint, a blueprint for this. It seems like in all these projects, the key issue is the high density. Chairman Raines said, yep. Vice Chairman Smith said I think that needs to be resolved from the county's perspective. Chairman Raines said you want a complete plat of the things laid out? Vice Chairman Smith said I'd just like a more detailed assessment of the density in these planned developments. Chairman Raines said conceptually you've got ten feet between houses. Commissioner Grant said that happens when he comes back with a master plan. Isn't that right Mike? Director Levister said well he's already presenting what the density is in the packet you've already received. He's already telling you it's a minimum of 6,000 square foot lot. He's telling you the density is like 2.86 in single family. It's less than the current ones that's already been through the system. Chairman Raines said some of those were four and a quarter. Director Levister said correct. He's presented everything that is required in the Planned Development section of the Chester County Zoning Ordinance. Chairman Raines said the way I understand these types of issues, the NFPA codes are studied by people that understand that stuff and you're hanging your hat on a lot of building methods with material, fire rated walls that are long enough for the fire department to get there. Occasionally you do have two or three houses burn down, like it happened in Indian Land not too long ago, but I don't know that that's the scope of this commission.

Commissioner Grant asked can I make a motion, so we don't beat this horse to death. Chairman Raines said yes.

Commissioner Grant made a motion to approve the rezoning request as presented; seconded by Chairman Raines. (CCMA21-24 only) Vote was 5-2 to approve with Commissioners Howell and Williams opposed.

Commissioner Grant said the only other discussion I have is that I want to see rooftops.





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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: July 20, 2021 Case# CCMA21-24 Invoice# 3924

The applicant hereby requests that the property described to be rezoned from LC to PD

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive, master planned mixed-use community providing for commercial, multifamily and single family residential opportunities directly adjacent to the City of Chester.

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

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

Property Address Information

Property address: Village Drive  
 Tax Map Number: 079-04-02-020-000 Acres: 33.82

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

PLEASE PRINT:

Applicant (s): US Developments  
Address 5925 Carnegie Boulevard, Suite 200, Charlotte, NC 28209  
 Telephone: (\_\_\_\_\_) cell (\_\_\_\_\_) work N/A  
 E-Mail Address: \_\_\_\_\_

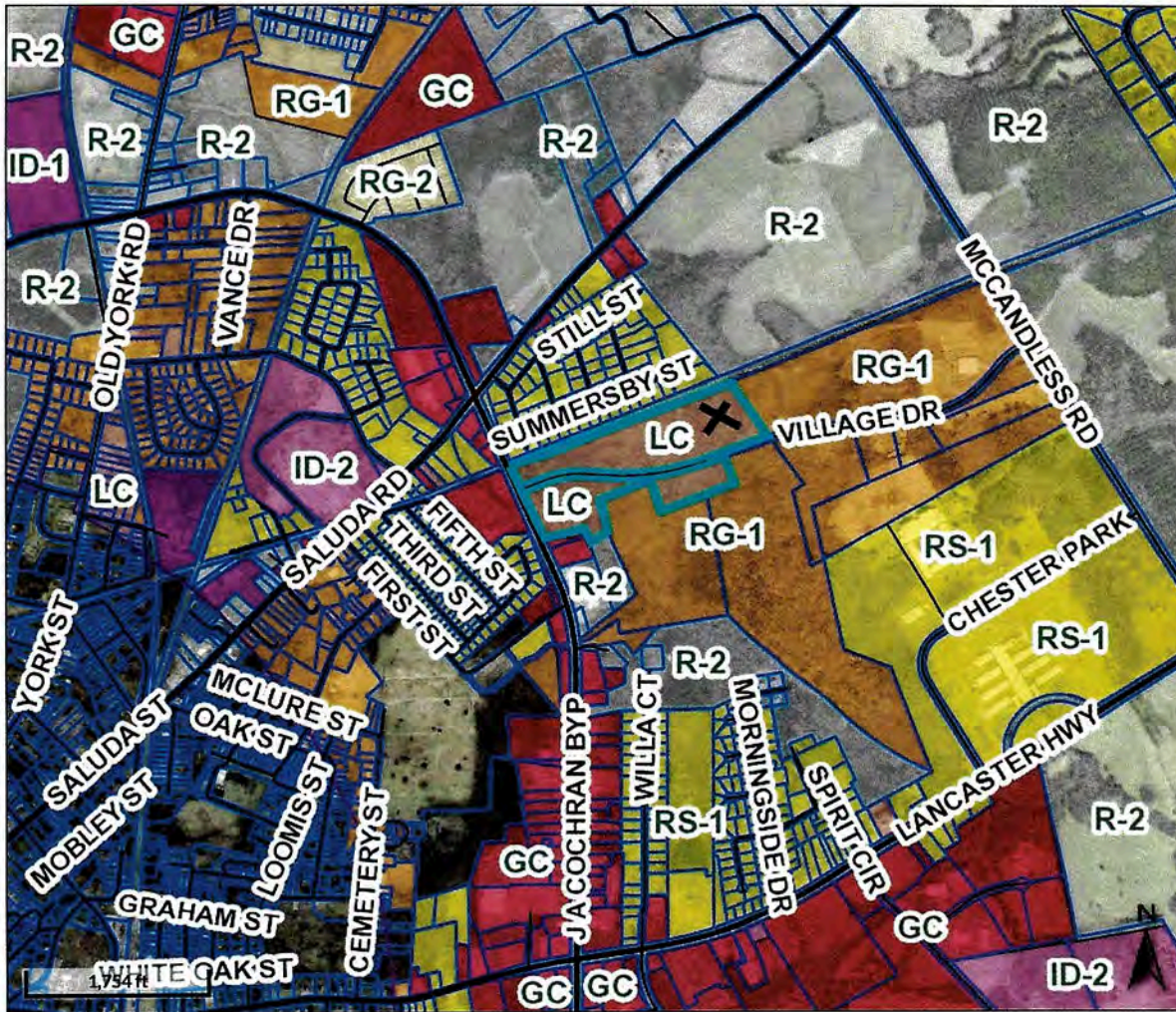
Owner(s) if other than applicant(s): Second Baptist Church of Chester (Chester Freedom Ministries)  
Address: 729 Village Drive, Chester, SC 29706  
 Telephone: (\_\_\_\_\_) cell N/A work N/A  
 E-Mail Address: N/A

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

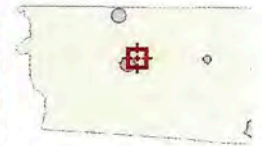
Owner's signature: [Signature] Date: 5/26/21  
 Applicant signature: [Signature] Date: 5/26/21

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





**Overview**



**Legend**

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

Parcel ID 079-04-02-020-000  
 Sec/Twp/Rng n/a  
 Property Address

Alternate ID n/a  
 Class EX  
 Acreage 33.451

Owner Address SECOND BAPTIST CHURCH OF  
 CHESTER SC  
 729 VILLAGE DRIVE  
 CHESTER SC 29706

District 02  
 Brief Tax Description 72 BY PASS NORTH  
 (Note: Not to be used on legal documents)

Date created: 7/19/2021  
 Last Data Uploaded: 7/19/2021 2:07:59 AM

# VILLAGE DRIVE

## PLANNED DEVELOPMENT





**DEVELOPER:**



**US DEVELOPMENTS**  
BROKERAGE, DEVELOPMENT, MANAGEMENT.

**ENGINEER:**



**R. Joe Harris & Associates, Inc.**

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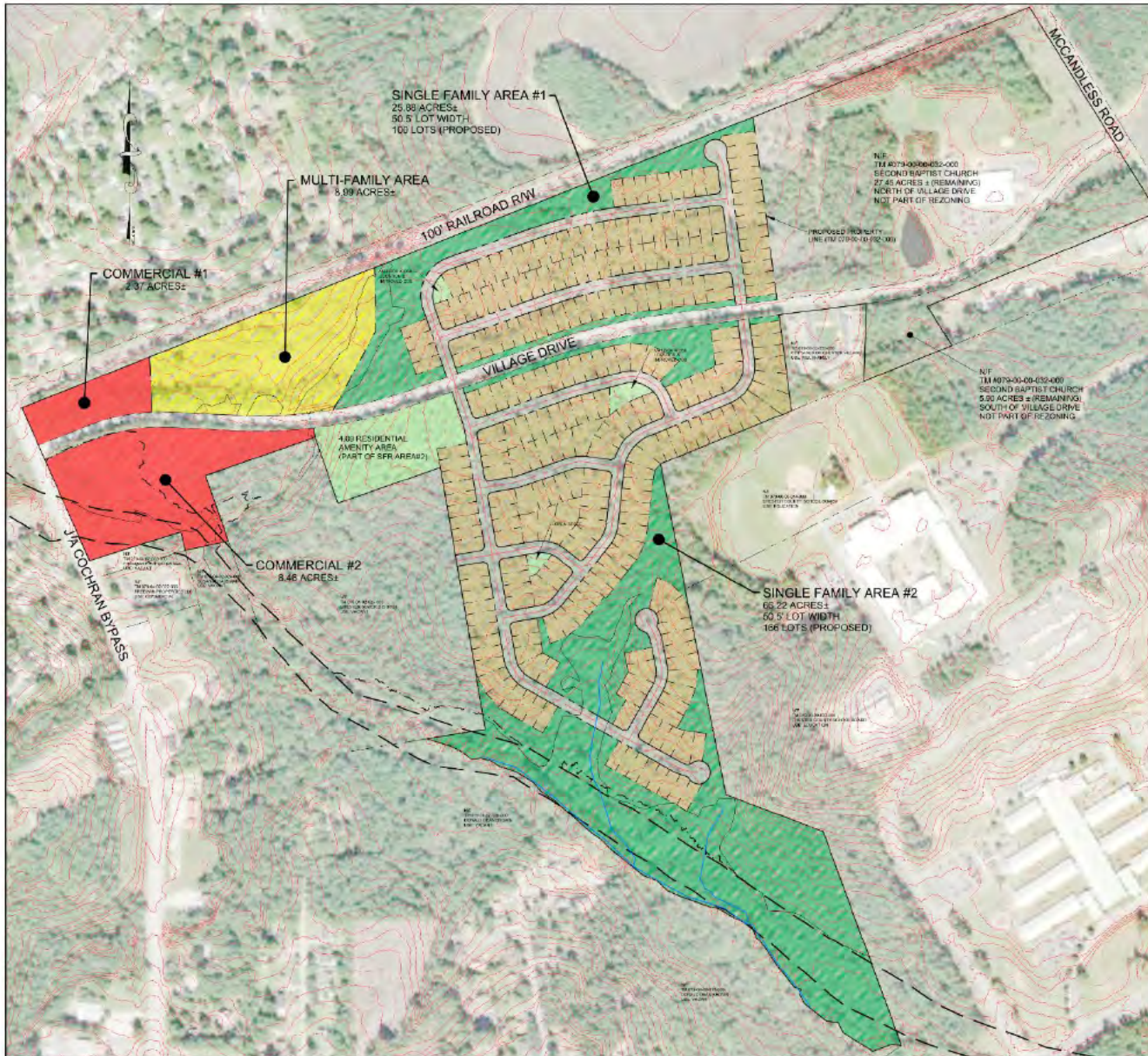
1186 Stonecrest Blvd., Tega Cay, S.C. 29708  
(803) 802-1799



# Area Map - Google







VICINITY MAP - N.T.S.

**GENERAL INFORMATION:**

**PROJECT:** VILLAGE DRIVE PLANNED DEVELOPMENT (PD)  
**DEVELOPER:** US DEVELOPMENTS  
 5825 CARMELIE BOULEVARD, SUITE 200  
 CHARLOTTE, NORTH CAROLINA 28209  
 P: 704.578.0122  
**OWNERS:** (1) SECOND BAPTIST CHURCH OF CHESTER  
 (2) JOSE EFRAIN ORTEG  
**PARCELS:** (1) 079-04-02-020-000, 079-00-00-032-000 (Portion)  
 (2) 079-04-02-088-000  
**ACREAGE:** 90.10 ACRES ± (RESIDENTIAL)  
 8.89 ACRES ± (MULTIFAMILY)  
 13.83 ACRES ± (COMMERCIAL)  
 111.82 ACRES ± (TOTAL)  
**EXISTING ZONING:** LC & RG-1  
**PROP. ZONING:** PLANNED DEVELOPMENT (PD)

**DEVELOPMENT INFORMATION:**

**PROPOSED USE:** SINGLE FAMILY DETACHED, MULTIFAMILY, COMMERCIAL  
**MAX. DENSITY:** SINGLE FAMILY LOTS - 265 (2.89 UNITS/AC)  
 MULTIFAMILY UNITS - 216 (24 UNITS/AC)  
 MAX. ALLOWED - 483 DWELLING UNITS  
**COMMERCIAL:** PER REZONING NOTES  
**SINGLE FAMILY LOTS:**  
 - MIN. LOT WIDTH: 50 FT @ FRONT S.B.  
 - MIN. LOT DEPTH: 120 FT  
 - MIN. LOT SIDE: 6,000 FT  
 - SETBACKS/YARDS: FRONT S.B. - 20 FT  
 CORNER YD. - 10 FT  
 SIDE YARD - 5 FT  
 REAR YARD - 25 FT  
**MULTIFAMILY ATTACHED UNITS:**  
 - MIN. LOT WIDTH: 20 FT @ FRONT S.B.  
 - MIN. LOT DEPTH: 95 FT  
 - MIN. LOT SIDE: 1,500 FT  
 - SETBACKS/YARDS: FRONT S.B. - 20 FT  
 REAR YARD - 15 FT  
 - MIN. 20' BUILDING SEPARATION  
 - MIN. 20' FROM SIDE STREETS (CORNER)  
**MULTIFAMILY APARTMENTS:**  
 - MIN. LOT WIDTH: 100 FT  
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)  
 - SETBACKS/YARDS: FRONT S.B. - 30 FT (VILLAGE DRIVE)  
 ROAD SETBACK - 20 FT (RESIDENTIAL)  
 SIDE YARD - 10 FT (MULTIFAMILY)  
 REAR YARD - 20 FT (NON-RESIDENTIAL)  
**COMMERCIAL PARCELS:**  
 - MIN. LOT WIDTH: 100 FT  
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)  
 - SETBACKS/YARDS: ROAD SETBACK - 30 FT  
 SIDE YARD - 20 FT (RESIDENTIAL)  
 REAR YARD - 10 FT (ALL OTHERS)  
 - 20 FT

**OPEN SPACE:** RESIDENTIAL - 20% OF GROSS ACREAGE  
 MULTIFAMILY - 10% OF GROSS ACREAGE  
 COMMERCIAL - N/A  
 (SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



DATE	ISSUED FOR	REV
05/24/2021	FOR PERMITS	1
05/24/2021	FOR PERMITS	2



**RJH**  
 R. Joe Harris & Associates, Inc.  
 Engineering • Land Surveying • Planning  
 Management  
 www.rjeharris.com

Project: **VILLAGE DRIVE PLANNED DEVELOPMENT**

Project: **PD REZONING MASTER PLAN**

Project: **RZ-1**

Project: **US DEVELOPMENTS**  
 5825 CARMELIE BOULEVARD, SUITE 200  
 CHARLOTTE, NORTH CAROLINA 28209  
 P: 704.578.0122

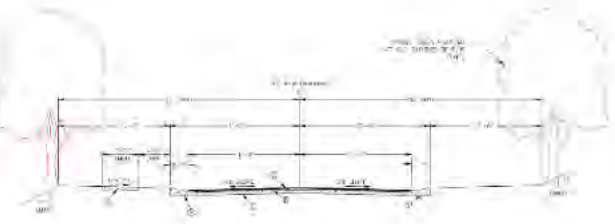
Project: **VILLAGE DRIVE PLANNED DEVELOPMENT**

Project: **PD REZONING MASTER PLAN**

Project: **RZ-1**

Project: **RZ-1**





**LOCAL RESIDENTIAL STREET**

**PERMITTED SCHEDULE**

- 1. SINGLE-FAMILY DETACHED DWELLINGS
- 2. MULTIFAMILY RESIDENTIAL (MIN. 4 UNITS)
- 3. COMMERCIAL (GENERAL COMMERCIAL ZONING DISTRICT)
- 4. IMPROVED OPEN SPACES (LAWN, SITTING AREA, LANDSCAPED AREA)
- 5. TRAILS

**ZONING INFORMATION | GENERAL PROVISIONS:**

1. THIS REZONING PLAN SHALL TAKE PRECEDENCE OVER ANY CONFLICTS WITH THE CHESTER COUNTY ZONING ORDINANCE AND CHESTER COUNTY LAND DEVELOPMENT STANDARDS.
2. THE ORDINANCES IN PLACE AT TIME OF REZONING APPROVAL SHALL GOVERN THE PROJECT UNTIL COMPLETION AND PROJECT SHALL NOT BE SUBJECT TO ANY CHANGES IN THE CHESTER COUNTY ORDINANCE UNLESS SUCH CHANGES ARE THE RESULT OF COMPLIANCE WITH STATE AND/OR FEDERAL LAWS.
3. UNLESS OTHERWISE SPECIFIED WITHIN THIS REZONING PLAN, THE CHESTER COUNTY ZONING ORDINANCE AND CHESTER COUNTY LAND DEVELOPMENT STANDARDS IN PLACE AT TIME OF REZONING APPROVAL SHALL GOVERN THE PLANNING DESIGN AND CONSTRUCTION OF THE PROJECT.
4. SUB-PHASING OF THE PROJECT WILL BE PERMITTED AND MUST BE PROPOSED AT TIME OF PRELIMINARY PLAT (CONSTRUCTION DRAWINGS) FOR EACH RESPECTIVE DEVELOPMENT AREA (ALSO CONSIDERED MASTER PHASES).
5. MINOR AMENDMENTS TO THE REZONING PLAN MAY BE APPROVED BY THE PLANNING DIRECTOR WITH A WRITTEN LETTER OF REQUEST AND MAY INCLUDE, BUT NOT BE LIMITED TO:
  - INCREASE IN MIN. REQUIRED LOT SIZE
  - CONVERSION OF MULTI-FAMILY AREA TO SINGLE FAMILY RESIDENTIAL USE
  - CHANGE IN PHASING OR SUB-PHASES
  - ADJUSTMENT OF OPEN SPACES AND SINGLE FAMILY LOT LINES SO LONG AS MIN. OPEN SPACE REQUIREMENT FOR EACH AREA ARE MET
6. MAJOR AMENDMENTS TO THE REZONING PLAN WILL REQUIRE APPROVAL BY THE PLANNING COMMISSION AND COUNTY COUNCIL AND WILL INCLUDE:
  - CHANGES IN PHASING OR SUB-PHASES (NOT PERMITTED UNDER MINOR AMENDMENTS)
  - INCREASE IN RESIDENTIAL DENSITIES
  - REDUCTION OF MIN. LOT SIZE BELOW APPROVED REZONING STANDARDS
  - REDUCTION OF OPEN SPACES BELOW THE MIN. OPEN SPACE STANDARDS SET FORTH IN THIS REZONING
7. DRAFT OF COVENANTS, CONDITIONS AND RESTRICTIONS (CCRs) SHALL BE PROVIDED TO CHESTER COUNTY FOR REVIEW AND MUST BE RECORDED AT TIME OF THE SUBDIVISION RECORDECTION.

**MAX. PERMITTED DENSITIES | PERMITTED USES:**

1. DENSITIES FOR RESIDENTIAL USES SHALL NOT EXCEED THOSE SPECIFIED ON SHEET RZ-1
2. PERMITTED USES FOR EACH DEVELOPMENT AREA ARE AS FOLLOWS:
  - SINGLE FAMILY AREAS (SINGLE FAMILY DETACHED DWELLINGS)
  - MULTIFAMILY AREAS (APARTMENTS, CONDOMINIUMS, ATTACHED SINGLE FAMILY (TOWNHOUSES))
  - COMMERCIAL AREAS (USES ALLOWED UNDER GENERAL COMMERCIAL ZONING DISTRICT (GCZ))
3. IMPROVED OPEN SPACES (LAWN, TRAILS, PLAY FIELDS, PARKS/PLAYGROUNDS, PASSIVE (LAWN, SITTING AREA, LANDSCAPED AREA), OPEN SPACES AND NATURAL AREAS) SHALL BE PERMITTED IN ANY DISTRICT.

**OPEN SPACES:**

1. OPEN SPACES (IMPROVED, PASSIVE OR NATURAL) ARE PERMITTED IN ANY DEVELOPMENT AREA
2. OPEN SPACES MAY INCLUDE IMPROVED AMENITIES (EVEN IF ON A DEDICATED ALIQUOT LOT), ACTIVE OPEN SPACES, PASSIVE OPEN SPACES, NATURAL AREA OPEN SPACES AND STORMWATER DETENTION PONDS.
3. OPEN SPACES SHALL BE MAINTAINED BY EITHER A MASTER PROPERTY OWNERS ASSOCIATION (MPOA) OR SUB-HOMEOWNERS ASSOCIATION (SPOA) FOR EACH RESPECTIVE DEVELOPMENT AREA.

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1. DEVELOPMENT SHALL INCLUDE WHO BE RESPONSIBLE FOR ANY TRAFFIC IMPROVEMENTS OUTLINED IN THE TRAFFIC STUDY PROVIDED AS PART OF THIS REZONING OR SUBSEQUENT PRELIMINARY PLAT AS APPLICABLE AND AS APPROVED BY CHESTER COUNTY AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SDOT).
2. TRAFFIC IMPROVEMENTS, IF REQUIRED BY THE TRAFFIC STUDY, MAY BE PHASED AS APPROVED BY CHESTER COUNTY AND SDOT (MAY REQUIRE A PHASING STUDY AFTER COMPLETION OF FINAL TRAFFIC STUDY AND SHALL BE PROVIDED BY DEVELOPER AT NO COST TO CHESTER COUNTY).
3. APPROVAL OF THE TRAFFIC STUDY DOES NOT RELIEVE DEVELOPER OR ADDRES TO SUBMIT FOR DRIVEWAY PERMITS TO CHESTER COUNTY AND/OR SDOT.
  - 50-FT PUBLIC RIGHT-OF-WAY
  - 22-FT PAVED ROADWAY SURFACE (15-FT PAVED LANES)
  - 4-AND 1/2-FT CURB OR BUMP (SIDE)
  - MIN. 1/2-FT PLANTING STRIP BETWEEN BACK OF CURB AND NEAREST EDGE OF PUBLIC SIDEWALK (NOT REQUIRED AT MAILBOX KIOSK LOCATIONS WHERE PARALLEL PARKING IS PROVIDED)
  - 1/2-FT CONCRETE SIDEWALKS TO BE PROVIDED IN ACCORDANCE WITH CHESTER COUNTY AND DEVELOPMENT REGULATIONS ARTICLE 6-6-10 (CAN TERMINATE AT BULK OF CURB DE-SACE)
  - MIN. 10-FT CENTERLINE RADIUS
  - PARALLEL PARKING SHALL BE PERMITTED ADJACENT TO MAILBOX KIOSK LOCATIONS (MIN. 5-FT PAVED LANES)
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**PARKING & OFF-STREET LOADING:**

1. SUBJECT TO SUBMITTING A LETTER OF REQUEST TO THE PLANNING DIRECTOR AND APPROVAL OF THE WRITTEN LETTER OF REQUEST PARKING AND OFF-STREET LOADING SHALL BE PER CHAPTER 8 OF THE CHESTER COUNTY ZONING ORDINANCE EXCEPT AS FOLLOWS:
  - PARKING ASSES MAY BE REQUIRED TO 25-FT OF TRAVEL SURFACE
  - OFF-STREET LOADING AREAS FOR COMMERCIAL AREAS MAY BE WAIVED BY THE PLANNING DIRECTOR IF PROPOSED USES ARE FOUND NOT TO NEED AN OFF-STREET LOADING SPACE
  - OFF-STREET LOADING AREAS WILL NOT BE REQUIRED FOR MULTIFAMILY DEVELOPMENT IF SUFFICIENT TURNAROUNDS OR VEHICLE AIR CIRCULATION PATTERNS ARE PROVIDED FOR MOVING TRUCKS AND/OR EMERGENCY VEHICLES (TURNAROUNDS MAY INCLUDE T-TURNAROUNDS, CIRCULAR TRAFFIC PATTERNS AND OTHER DESIGNS)

**SIGNAGE:**

1. SIGNAGE PER CHAPTER 8 OF THE CHESTER COUNTY ZONING ORDINANCE.

**LANDSCAPING & TREE SAVE:**

1. EXISTING ROAD FRONTAGES SHALL BE PROVIDED WITH A 15-FT LANDSCAPED BUFFER AS MEASURED FROM EXISTING RIGHT-OF-WAY AND EXTENDING LANDWARD INTO THE PROPERTY AND PROVIDE PLANTINGS IN ACCORDANCE WITH SUBSECTION 5.3(b) OF THE CHESTER COUNTY ZONING ORDINANCE (19 SHRUBS, 2 EVERGREEN TREES PER 100-FT OF STREET FRONTAGE) - APPLIES TO FRONTAGE ALONG VILLAGE DRIVE AND J.A. COCHRAN BYPASS
2. NO BUFFERS ARE REQUIRED BETWEEN DEVELOPMENT AREAS INTERIOR TO THE PLANNED DEVELOPMENT DISTRICT
3. TREE SAVE (MILE ENDOURAGED) IS NOT REQUIRED FOR ANY PORTION OF THIS PLANNED DEVELOPMENT DISTRICT
4. EXISTING TREES AND NATURAL BROWNS MAY BE USED TO SATISFY ANY REQUIRED BUFFERS
5. PLANT SUBSTITUTIONS AS PERMITTED BY CHESTER COUNTY ZONING ORDINANCE.
6. FOR INTERIOR STREETS, STREET TREES SHALL BE PROVIDED GENERALLY AT 10-FT ON CENTER AND MUST BE LOCATED OUTSIDE OF THE STREET RIGHT-OF-WAY
  - SHALL BE PLANTED WITHIN 5-FT OF THE RIGHT-OF-WAY AND MIN OF TREE SPECIES IS ENCOURAGED
  - SHALL BE PLANTED WITHIN 5-FT OF THE RIGHT-OF-WAY AND MIN OF TREE SPECIES IS ENCOURAGED
  - TREES MAY BE OMITTED WHEN IN CONFLICT WITH UTILITIES, DRIVEWAYS AND RIGHT DISTANCE TRIANGLES AT INTERSECTIONS

**WATER AND SEWER:**

1. PUBLIC WATER AND SEWER SHALL BE PROVIDED FOR ALL USES ON THE PROJECT, SUBJECT TO EXTENSION POLICIES OF SERVICE UTILITIES.

**STORMWATER:**

1. STORMDRAINAGE SYSTEMS SHALL BE DESIGNED FOR THE 2 & 10-YEAR STORMWATER RAINFALL EVENTS
2. OPEN CULVERTS SHALL BE DESIGNED FOR THE 25-YEAR STORMWATER RAINFALL EVENT
3. STORMWATER DETENTION WAIVERS, AS REVIEWED AND APPROVED BY SCDCHE, WILL BE PERMITTED SO LONG AS STORMWATER DISCHARGES ARE RELEASED TO DEFINED DRAINAGEWAYS AND REGULATED FLOODPLAIN/FLOODWAYS (SPECIAL FLOOD HAZARD AREAS - SFHA)

**START OF CONSTRUCTION:**

1. UPON APPROVAL OF THE PRELIMINARY PLAT (CONSTRUCTION DRAWINGS) BY THE CHESTER COUNTY PLANNING COMMISSION AND OBTAINING NOTICE OF INTENT (NOI) FROM SCDCHE, LAND DISTURBANCE MAY BEGIN ON THE PROJECT.

<p>DATE: 05/25/2021</p> <p>PROJECT: VILLAGE DRIVE PLANNED DEVELOPMENT</p> <p>LOCATION: 10000 N. ...</p>	<p>DATE: 05/25/2021</p> <p>PROJECT: VILLAGE DRIVE PLANNED DEVELOPMENT</p> <p>LOCATION: 10000 N. ...</p>
<p><b>R. Joe Harris &amp; Associates, Inc.</b>        Engineering • Land Surveying • Planning        Management</p> <p>www.rjeharris.com</p>	
<p>PROJECT NO. 2021-001</p> <p>DATE: 05/25/2021</p> <p>SCALE: AS SHOWN</p>	
<p>US DEVELOPMENTS        2025 CANON DR. BOULDER, CO 80501        CHARLOTTE, NORTH CAROLINA 28208        PH: 704-596-4102</p>	
<p><b>VILLAGE DRIVE PLANNED DEVELOPMENT</b></p> <p>PD REZONING TECHNICAL DATA SHEET</p>	
<p>DATE: 05/25/2021</p> <p>BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>APPROVED BY: [Signature]</p>	









# **DEVELOPMENT SUMMARY**

## **SIZE OF THE PROJECT IS 111.92 ACRES**

- > 92.10 Acres Residential (266 Lots | 2.89 DUA)
- > 8.99 Acres MFR (215 Max. Units Allowed)
- > 10.83 Acres Commercial (TBD)

## **SINGLE FAMILY RESIDENTIAL**

- > 50 Ft Lots
- > Min. Lot Size of 6,000sf

## **MULTI-FAMILY RESIDENTIAL**

- > Apartments or Townhomes

## **ADVANTAGES OF DEVELOPMENT**

- > Very close proximity to the City of Chester
- > Available Water & Sewer
- > Great road network to accommodate traffic
  - access to Lancaster Highway (Hwy 9)
  - access to Saluda Road (Hwy 121)
  - adjacent to JA Cochran Bypass

## **TRAFFIC IMPACT STUDY**

- > Has been completed and submitted to SCDOT for review and approval
- > Studied intersections will maintain their existing Levels of Service (no improvements required)

**Chester County Planning Commission**  
**July 20, 2021**

Chairman Raines made a request to combine the last two cases CCMA21-25 and CCMA21-26 both requesting to be rezoned from RG-1 (Multi Family) to (PD Planned Development). Applicant presented these cases along with CCMA21-24. Commissioner Grant made the motion to combine to two; seconded by Chairman Raines. Vote was 7-0 to combine.

**CCMA21-25: US Developments request Tax Map # 079-04-02-088-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)**

**CCMA21-26: US Developments request a 28-acre portion of Tax Map # 079-00-00-032-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)**

Chairman Raines said as mentioned we've already heard the presentation for the three cases combined. We discussed many issues such as setbacks and water and sewer. I will ask the questions, is there any member of the public that would like to speak in favor or in opposition of this rezoning request. There were none.

Chairman Raines made a motion to approve the rezoning request for CCMA21- 25 and CCMA21-26 as presented; seconded by Commissioner Grant. *Vote was 5-2 to approve with Commissioners Howell and Williams opposed.*



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: 6.15.21 Case # CCMA21-25 Invoice # 3924

The applicant hereby requests that the property described to be rezoned from RG-1 to PD

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive, master planned mixed-use community providing for commercial, multifamily and single family residential opportunities directly adjacent to the City of Chester.

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

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

Property Address Information

Property address: Village Drive  
 Tax Map Number: 079-04-02-088-000 Acres: 50.10

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

PLEASE PRINT:

Applicant (s): US Developments  
Address 5925 Carnegie Boulevard, Suite 200, Charlotte, NC 28209  
Telephone: [redacted] cell [redacted] work N/A  
E-Mail Address: [redacted]

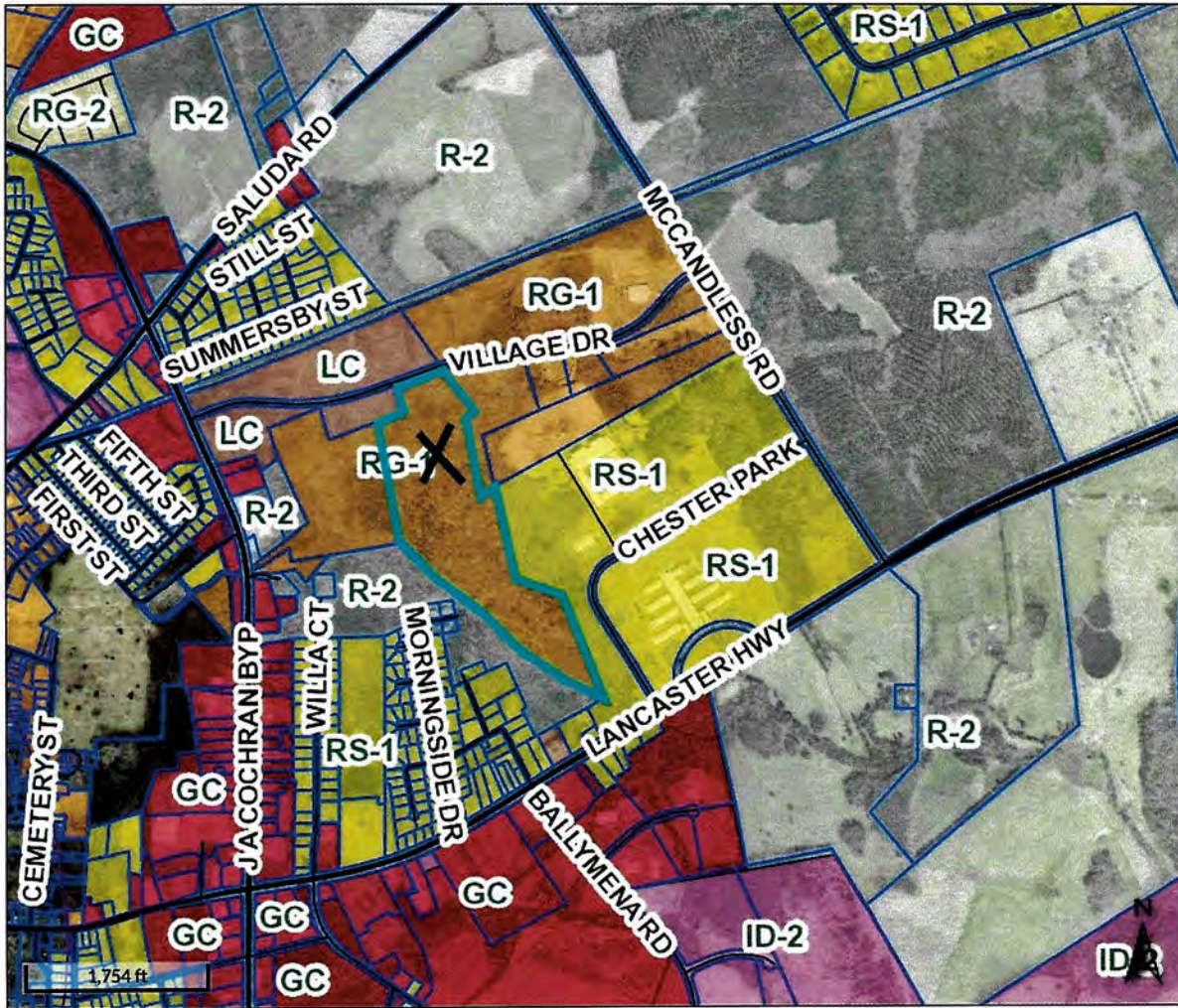
Owner(s) if other than applicant(s): Jose Efrain Ortez  
Address: 117 Henry Street, Chester, SC 29706  
Telephone: N/A cell N/A work N/A  
E-Mail Address: N/A

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

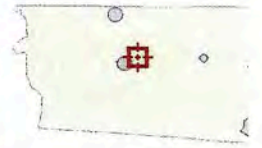
Owner's signature: [Signature] Date: 03-10/21  
 Applicant signature: [Signature] Date: 05-10/2021

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





**Overview**



**Legend**

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

Parcel ID 079-04-02-088-000  
 Sec/Twp/Rng n/a  
 Property Address  
 District 02  
 Brief Tax Description n/a

Alternate ID n/a  
 Class LA  
 Acreage 49.95

Owner Address ORTEZ JOSE EFRAIN  
 13619 SLEDGE ROAD  
 CHARLOTTE NC 28278

(Note: Not to be used on legal documents)

Date created: 7/19/2021  
 Last Data Uploaded: 7/19/2021 2:07:59 AM

# VILLAGE DRIVE

## PLANNED DEVELOPMENT



**DEVELOPER:**



**US DEVELOPMENTS**  
BROKERAGE, DEVELOPMENT, MANAGEMENT.

**ENGINEER:**



**R. Joe Harris & Associates, Inc.**

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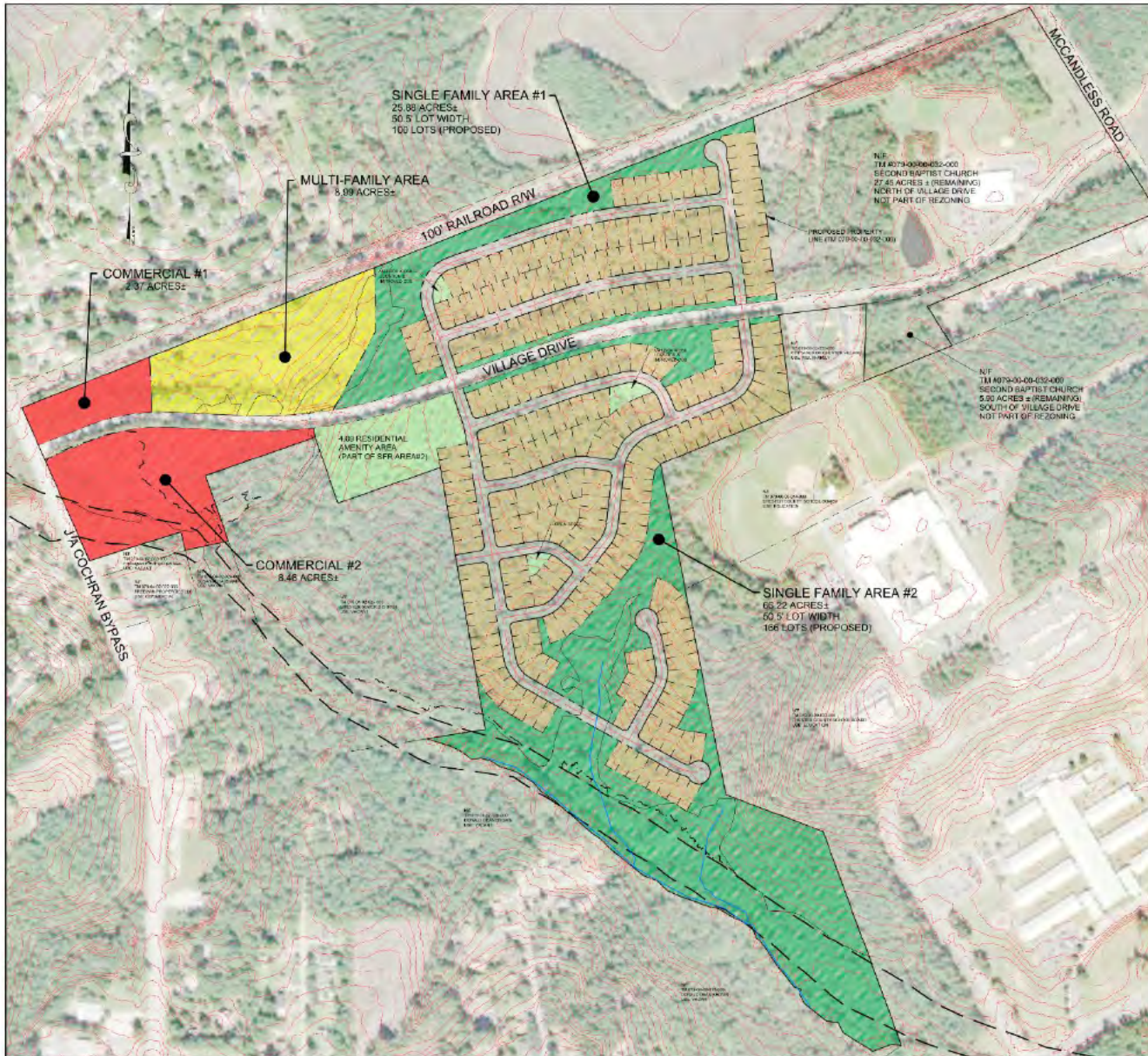
1186 Stonecrest Blvd., Tega Cay, S.C. 29708  
(803) 802-1799



# Area Map - Google







VICINITY MAP - N.T.S.

**GENERAL INFORMATION:**

**PROJECT:** VILLAGE DRIVE PLANNED DEVELOPMENT (PD)  
**DEVELOPER:** US DEVELOPMENTS  
 5825 CARMELIE BOULEVARD, SUITE 200  
 CHARLOTTE, NORTH CAROLINA 28209  
 P: 704.578.0122  
**OWNERS:** (1) SECOND BAPTIST CHURCH OF CHESTER  
 (2) JOSE EFRAIN ORTIZ  
**PARCELS:** (1) 079-04-02-020-000, 079-00-00-032-000 (Portion)  
 (2) 079-04-02-088-000  
**ACREAGE:** 90.10 ACRES ± (RESIDENTIAL)  
 8.89 ACRES ± (MULTIFAMILY)  
 13.83 ACRES ± (COMMERCIAL)  
 111.82 ACRES ± (TOTAL)  
**EXISTING ZONING:** LC & RG-1  
**PROP. ZONING:** PLANNED DEVELOPMENT (PD)

**DEVELOPMENT INFORMATION:**

**PROPOSED USE:** SINGLE FAMILY DETACHED, MULTIFAMILY, COMMERCIAL  
**MAX. DENSITY:** SINGLE FAMILY LOTS - 256 (2.89 UNITS/AC)  
 MULTIFAMILY UNITS - 216 (24 UNITS/AC)  
 MAX. ALLOWED - 472 DWELLING UNITS  
**COMMERCIAL:** PER REZONING NOTES  
**SINGLE FAMILY LOTS:**  
 - MIN. LOT WIDTH: 50 FT. @ FRONT S.B.  
 - MIN. LOT DEPTH: 120 FT.  
 - MIN. LOT SIDE: 6,000 FT.  
 - SETBACKS/YARDS: FRONT S.B. - 20 FT.  
 CORNER YD. - 10 FT.  
 SIDE YARD - 5 FT.  
 REAR YARD - 25 FT.  
**MULTIFAMILY ATTACHED UNITS:**  
 - MIN. LOT WIDTH: 20 FT. @ FRONT S.B.  
 - MIN. LOT DEPTH: 95 FT.  
 - MIN. LOT SIDE: 1,500 FT.  
 - SETBACKS/YARDS: FRONT S.B. - 20 FT.  
 REAR YARD - 15 FT.  
 - MIN. 20' BUILDING SEPARATION  
 - MIN. 20' FROM SIDE STREETS (CORNER)  
**MULTIFAMILY APARTMENTS:**  
 - MIN. LOT WIDTH: 100 FT.  
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)  
 - SETBACKS/YARDS: FRONT S.B. - 30 FT. (VILLAGE DRIVE)  
 ROAD SETBACK - 20 FT. (RESIDENTIAL)  
 SIDE YARD - 10 FT. (MULTIFAMILY)  
 REAR YARD - 20 FT. (NON-RESIDENTIAL)  
**COMMERCIAL PARCELS:**  
 - MIN. LOT WIDTH: 100 FT.  
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)  
 - SETBACKS/YARDS: ROAD SETBACK - 30 FT.  
 SIDE YARD - 20 FT. (RESIDENTIAL)  
 REAR YARD - 10 FT. (ALL OTHERS)  
 - 20 FT.  
**OPEN SPACE:** RESIDENTIAL - 20% OF GROSS ACREAGE  
 MULTIFAMILY - 10% OF GROSS ACREAGE  
 COMMERCIAL - N/A  
 (SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)

**GRAPHIC SCALE**  
 0 50 100 150 200  
 1" = 100 FT.  
 1" = 100' = 30.48 M

DATE	ISSUED FOR	REV
05/24/2021	Final Plan	1
05/24/2021	Final Plan	2



**RJH**  
 R. Joe Harris & Associates, Inc.  
 Engineering • Land Surveying • Planning  
 Management  
 www.rjeharris.com

**US DEVELOPMENTS**  
 5825 CARMELIE BOULEVARD, SUITE 200  
 CHARLOTTE, NORTH CAROLINA 28209  
 P: 704.578.0122

**Project:** VILLAGE DRIVE PLANNED DEVELOPMENT

**Drawing Title:** PD REZONING MASTER PLAN

**Project No.:** RZ-1

Prepared By	Checked By
A. Pridemore	B. Pridemore
A. Pridemore	B. Pridemore

**Date:** May 25, 2021

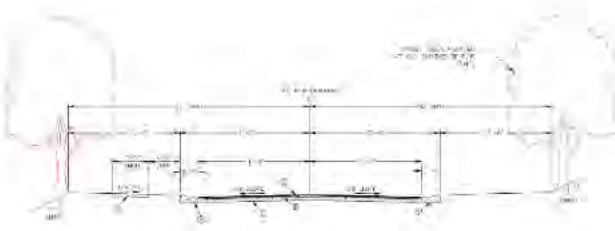
**Scale:** N.T.S.

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  - 50 FT PUBLIC RIGHT-OF-WAY
  - 22 FT PAVED ROADWAY SURFACE (15 FT PAVED LANES)
  - 6 INCH VULNERABLE CURB (SIDE)
  - MIN. 1 FT PLANTING STRIP BETWEEN BACK OF CURB AND NEAREST EDGE OF PUBLIC SIDEWALK (NOT REQUIRED AT MAILBOX KIOSK LOCATIONS WHERE PARALLEL PARKING IS PROVIDED)
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**SIGNAGE:**

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3. TREE SAVE, WHILE ENCOURAGED, IS NOT REQUIRED FOR ANY PORTION OF THIS PLANNED DEVELOPMENT DISTRICT.
4. EXISTING TREES AND NATURAL BROWNS MAY BE USED TO SATISFY ANY REQUIRED BUFFERS.
5. PLANT SUBSTITUTIONS AS PERMITTED BY CHESTER COUNTY ZONING ORDINANCE.
6. FOR INTERIOR STREETS, STREET TREES SHALL BE PROVIDED GENERALLY AT 40-FT ON CENTER AND MUST BE LOCATED OUTSIDE OF THE STREET RIGHT-OF-WAY.
  - SHALL BE PLANTED WITHIN 5 FT OF THE RIGHT-OF-WAY AND SHALL BE UNDER 20 INCHES IN DBH
  - SHALL BE PLANTED WITHIN 5 FT OF THE RIGHT-OF-WAY AND MIX OF TREE SPECIES IS ENCOURAGED
  - TREES MAY BE OMITTED WHEN IN CONFLICT WITH UTILITIES, DRIVEWAYS AND RIGHT DISTANCE TRIANGLES AT INTERSECTIONS

**WATER AND SEWER:**

1. PUBLIC WATER AND SEWER SHALL BE PROVIDED FOR ALL USES ON THE PROJECT, SUBJECT TO EXTENSION POLICIES OF SERVICE UTILITIES.

**STORMWATER:**

1. STORM DRAINAGE SYSTEMS SHALL BE DESIGNED FOR THE 2 & 10-YEAR STORMWATER RAINFALL EVENTS.
2. OPEN CULVERTS SHALL BE DESIGNED FOR THE 25-YEAR STORMWATER RAINFALL EVENT.
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**START OF CONSTRUCTION:**

1. UPON APPROVAL OF THE PRELIMINARY PLAT (CONSTRUCTION DRAWINGS) BY THE CHESTER COUNTY PLANNING COMMISSION AND OBTAINING NOTICE OF INTENT (NOI) FROM SDOT, LAND DISTURBANCE MAY BEGIN ON THE PROJECT.

DATE:	REVISION:	BY:
<a href="http://www.rjeharris.com">www.rjeharris.com</a>		
Project No.:	Client:	
	B. Pritchett	
Project Name:		
Project Date:		
<b>US DEVELOPMENTS:</b> 2025 CANON DR. BLDG 0240, SUITE 200 CHARLOTTE, NORTH CAROLINA 28208 PH: 704-596-0102		
<b>VILLAGE DRIVE PLANNED DEVELOPMENT</b>		
PD REZONING TECHNICAL DATA SHEET		
Prepared For: Planning Commission	Drawing No.: RZ-2	Date: 05/25/2021







# **DEVELOPMENT SUMMARY**

## **SIZE OF THE PROJECT IS 111.92 ACRES**

- > 92.10 Acres Residential (266 Lots | 2.89 DUA)
- > 8.99 Acres MFR (215 Max. Units Allowed)
- > 10.83 Acres Commercial (TBD)

## **SINGLE FAMILY RESIDENTIAL**

- > 50 Ft Lots
- > Min. Lot Size of 6,000sf

## **MULTI-FAMILY RESIDENTIAL**

- > Apartments or Townhomes

## **ADVANTAGES OF DEVELOPMENT**

- > Very close proximity to the City of Chester
- > Available Water & Sewer
- > Great road network to accommodate traffic
  - access to Lancaster Highway (Hwy 9)
  - access to Saluda Road (Hwy 121)
  - adjacent to JA Cochran Bypass

## **TRAFFIC IMPACT STUDY**

- > Has been completed and submitted to SCDOT for review and approval
- > Studied intersections will maintain their existing Levels of Service (no improvements required)



**Chester County Planning Commission**  
**July 20, 2021**

Chairman Raines made a request to combine the last two cases CCMA21-25 and CCMA21-26 both requesting to be rezoned from RG-1 (Multi Family) to (PD Planned Development). Applicant presented these cases along with CCMA21-24. Commissioner Grant made the motion to combine to two; seconded by Chairman Raines. Vote was 7-0 to combine.

**CCMA21-25: US Developments request Tax Map # 079-04-02-088-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)**

**CCMA21-26: US Developments request a 28-acre portion of Tax Map # 079-00-00-032-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)**

Chairman Raines said as mentioned we've already heard the presentation for the three cases combined. We discussed many issues such as setbacks and water and sewer. I will ask the questions, is there any member of the public that would like to speak in favor or in opposition of this rezoning request. There were none.

Chairman Raines made a motion to approve the rezoning request for CCMA21- 25 and CCMA21-26 as presented; seconded by Commissioner Grant. *Vote was 5-2 to approve with Commissioners Howell and Williams opposed.*



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

**Zoning Map Amendment (Rezoning) Application**

Fee: \$150.00

Meeting Date: July 20, 2021 Case # CCMA21-26 Invoice # 4060

The applicant hereby requests that the property described to be rezoned from RG-1 to PD

Please give your reason for this rezoning request:  
Map amendment request made to create a cohesive, master planned mixed-use community providing for commercial, multifamily and single family residential opportunities directly adjacent to the City of Chester.

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

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

**Property Address Information**

Property address: Village Drive  
 Tax Map Number: 079-00-00-032-000 (Portion) Acres: 28.00

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

**PLEASE PRINT:**

**Applicant (s):** US Developments  
**Address** 5925 Carnegie Boulevard, Suite 200, Charlotte, NC 28209  
**Telephone:** \_\_\_\_\_ **cell** \_\_\_\_\_ **work** N/A  
**E-Mail Address:** \_\_\_\_\_

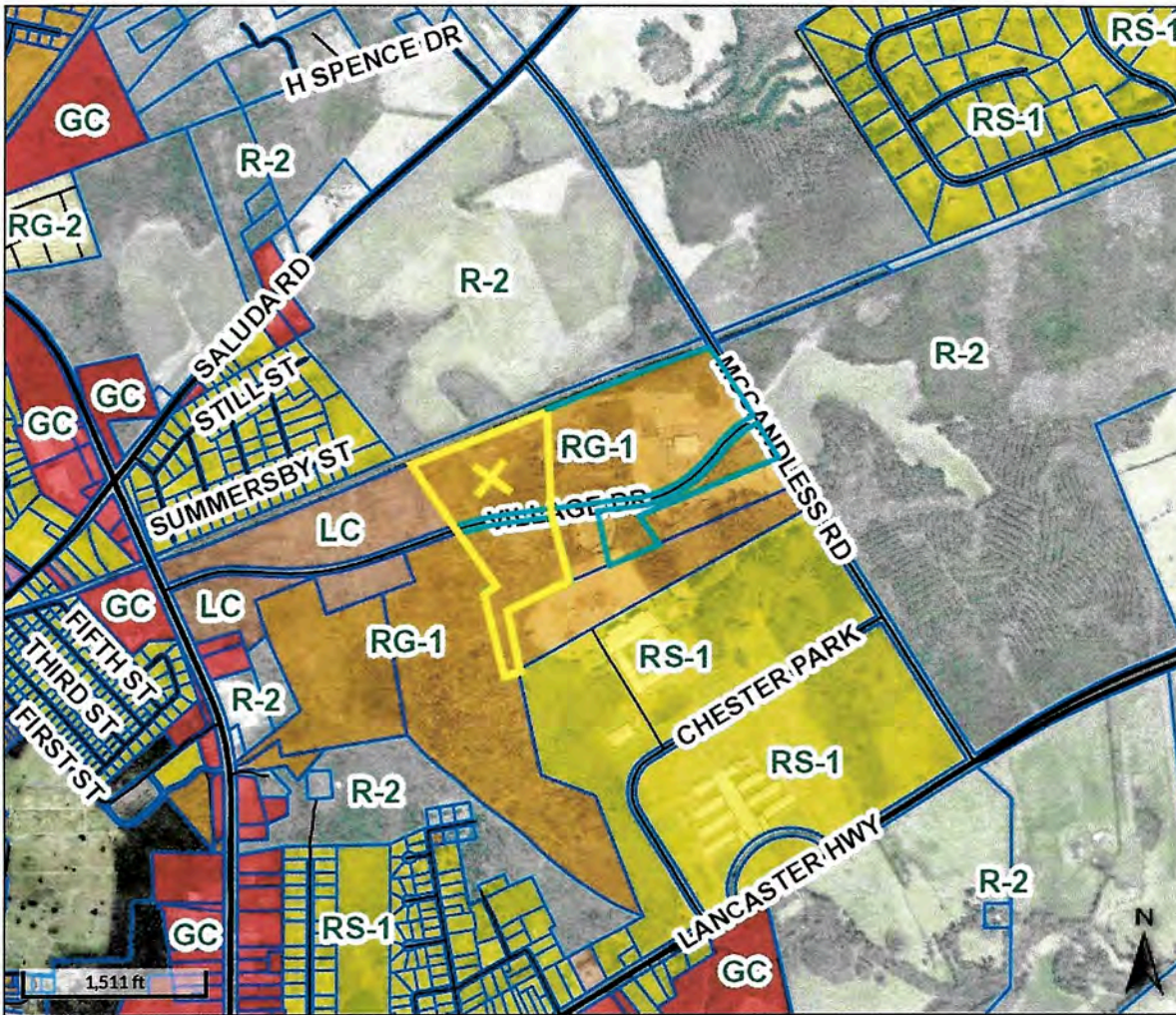
**Owner(s) if other than applicant(s):** Second Baptist Church of Chester (Chester Freedom Ministries)  
**Address:** 729 Village Drive, Chester, SC 29706  
**Telephone:** \_\_\_\_\_ **cell** N/A **work** N/A  
**E-Mail Address:** N/A

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

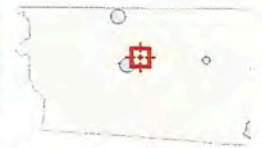
**Owner's signature:** [Signature] **Date:** 5/26/21  
**Applicant signature:** [Signature] **Date:** 5/26/21

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





**Overview**



**Legend**

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

<b>Parcel ID</b>	079-00-00-032-000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	SECOND BAPTIST CHURCH
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	EX		962 MCCANDLESS ROAD
<b>Property Address</b>	729 VILLAGE DR	<b>Acreage</b>	n/a		CHESTER SC 29706
<b>District</b>	02				
<b>Brief Tax Description</b>	MCCANDLESS ROAD				

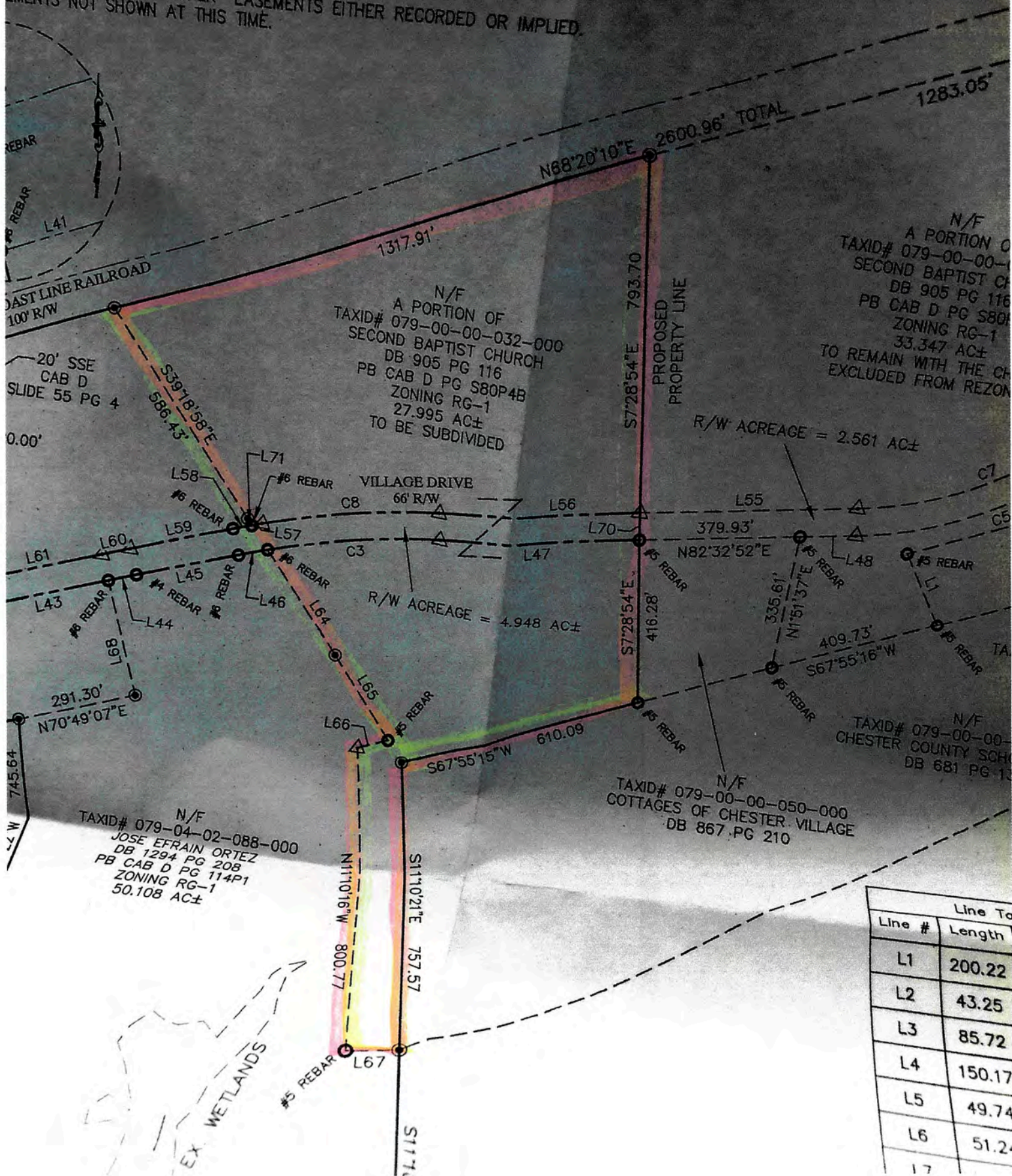
(Note: Not to be used on legal documents)

Date created: 8/13/2021  
 Last Data Uploaded: 8/13/2021 5:00:01 AM

Developed by  **Schneider**  
 GEOSPATIAL



DATE LINES NOT SURVEYED.  
 ALL PROPERTY CORNERS UNLESS NOTED OTHERWISE.  
 OF PRECISION IS 1:10,000+  
 MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED.  
 EASEMENTS NOT SHOWN AT THIS TIME.



N/F  
 A PORTION OF  
 TAXID# 079-00-00-1  
 SECOND BAPTIST CH  
 DB 905 PG 116  
 PB CAB D PG S80P  
 ZONING RG-1  
 33.347 AC±  
 TO REMAIN WITH THE CH  
 EXCLUDED FROM REZON

N/F  
 A PORTION OF  
 TAXID# 079-00-00-032-000  
 SECOND BAPTIST CHURCH  
 DB 905 PG 116  
 PB CAB D PG S80P4B  
 ZONING RG-1  
 27.995 AC±  
 TO BE SUBDIVIDED

R/W ACREAGE = 2.561 AC±

R/W ACREAGE = 4.948 AC±

N/F  
 TAXID# 079-00-00-  
 CHESTER COUNTY SCH  
 DB 681 PG 13

N/F  
 TAXID# 079-00-00-050-000  
 COTTAGES OF CHESTER VILLAGE  
 DB 867.PG 210

N/F  
 TAXID# 079-04-02-088-000  
 JOSE EFRAIN ORTEZ  
 DB 1294 PG 208  
 PB CAB D PG 114P1  
 ZONING RG-1  
 50.108 AC±

Line #	Line To	Length
L1		200.22
L2		43.25
L3		85.72
L4		150.17
L5		49.74
L6		51.24
L7		



# VILLAGE DRIVE

## PLANNED DEVELOPMENT



**DEVELOPER:**



**US DEVELOPMENTS**  
BROKERAGE, DEVELOPMENT, MANAGEMENT.

**ENGINEER:**



**R. Joe Harris & Associates, Inc.**

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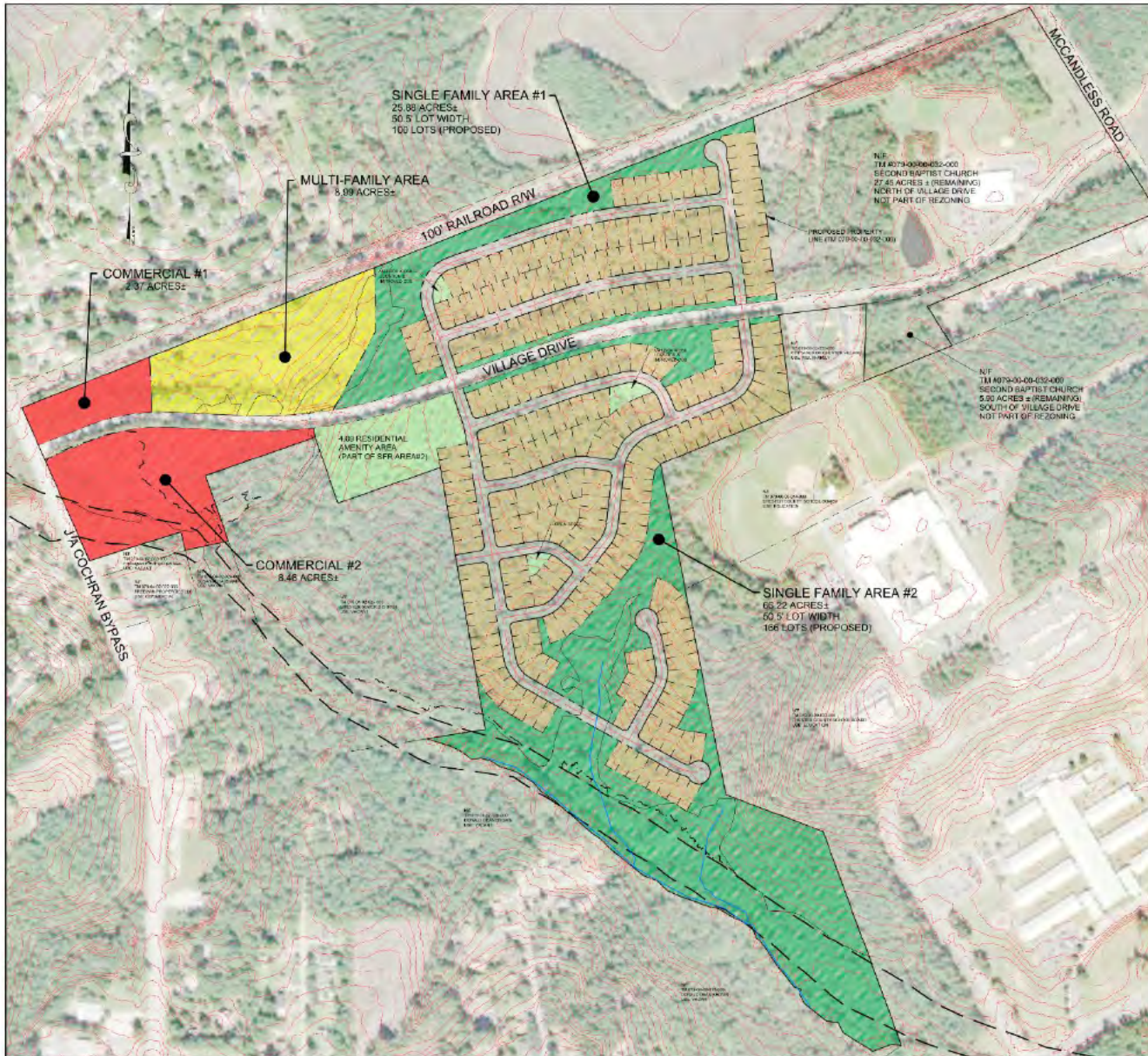
1186 Stonecrest Blvd., Tega Cay, S.C. 29708  
(803) 802-1799



# Area Map - Google







VICINITY MAP - N.T.S.

**GENERAL INFORMATION:**

**PROJECT:** VILLAGE DRIVE PLANNED DEVELOPMENT (PD)  
**DEVELOPER:** US DEVELOPMENTS  
 5825 CARMELIE BOULEVARD, SUITE 200  
 CHARLOTTE, NORTH CAROLINA 28209  
 P: 704.576.0122  
**OWNERS:** (1) SECOND BAPTIST CHURCH OF CHESTER  
 (2) JOSE EFRAIN ORTEGA  
**PARCELS:** (1) 079-04-02-020-000, 079-00-00-032-000 (Portion)  
 (2) 079-04-02-088-000  
**ACREAGE:** 90.10 ACRES ± (RESIDENTIAL)  
 8.89 ACRES ± (MULTIFAMILY)  
 13.83 ACRES ± (COMMERCIAL)  
 111.82 ACRES ± (TOTAL)  
**EXISTING ZONING:** LC & RG-1  
**PROP. ZONING:** PLANNED DEVELOPMENT (PD)

**DEVELOPMENT INFORMATION:**

**PROPOSED USE:** SINGLE FAMILY DETACHED, MULTIFAMILY, COMMERCIAL  
**MAX. DENSITY:** SINGLE FAMILY LOTS - 256 (2.89 UNITS/AC)  
 MULTIFAMILY UNITS - 216 (24 UNITS/AC)  
 MAX. ALLOWED - 472 DWELLING UNITS  
**COMMERCIAL:** PER REZONING NOTES  
**SINGLE FAMILY LOTS:**  
 - MIN. LOT WIDTH: 50 FT @ FRONT S.B.  
 - MIN. LOT DEPTH: 120 FT  
 - MIN. LOT SIDE: 6,000 FT  
 - SETBACKS/YARDS: FRONT S.B. - 20 FT  
 CORNER YD. - 10 FT  
 SIDE YARD - 5 FT  
 REAR YARD - 25 FT  
**MULTIFAMILY ATTACHED UNITS:**  
 - MIN. LOT WIDTH: 20 FT @ FRONT S.B.  
 - MIN. LOT DEPTH: 95 FT  
 - MIN. LOT SIDE: 5,000 FT  
 - SETBACKS/YARDS: FRONT S.B. - 20 FT  
 REAR YARD - 15 FT  
 - MIN. 20' BUILDING SEPARATION  
 - MIN. 20' FROM SIDE STREETS (CORNER)  
**MULTIFAMILY APARTMENTS:**  
 - MIN. LOT WIDTH: 100 FT  
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)  
 - SETBACKS/YARDS: FRONT S.B. - 30 FT (VILLAGE DRIVE)  
 ROAD SETBACK - 20 FT (RESIDENTIAL)  
 SIDE YARD - 10 FT (MULTIFAMILY)  
 REAR YARD - 20 FT (NON-RESIDENTIAL)  
**COMMERCIAL PARCELS:**  
 - MIN. LOT WIDTH: 100 FT  
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)  
 - SETBACKS/YARDS: ROAD SETBACK - 30 FT  
 SIDE YARD - 20 FT (RESIDENTIAL)  
 REAR YARD - 10 FT (ALL OTHERS)  
**OPEN SPACE:** RESIDENTIAL - 20% OF GROSS ACREAGE  
 MULTIFAMILY - 10% OF GROSS ACREAGE  
 COMMERCIAL - N/A  
 (SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)

**GRAPHIC SCALE**  
 0 50 100 200  
 1" = 100 FT  
 1" = 100' = 30.48 M

DATE	ISSUED FOR	REV
05/24/2021	FOR PERMITS	1
05/24/2021	FOR PERMITS	2



**RJH**  
 R. Joe Harris & Associates, Inc.  
 Engineering • Land Surveying • Planning  
 Management  
 www.rjeharris.com

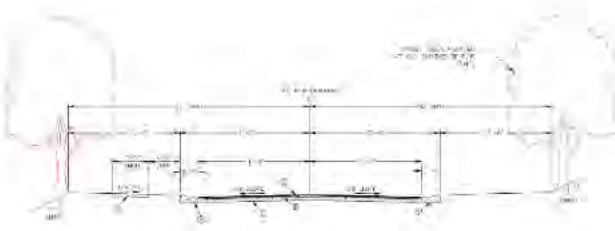
Project Manager	B. Pickens
Prepared by	B. Pickens
Checked by	B. Pickens
Project Date	May 25, 2021

**US DEVELOPMENTS**  
 5825 CARMELIE BOULEVARD, SUITE 200  
 CHARLOTTE, NORTH CAROLINA 28209  
 P: 704.576.0122



**VILLAGE DRIVE PLANNED DEVELOPMENT**  
**PD REZONING MASTER PLAN**





**ZONING INFORMATION | GENERAL PROVISIONS:**

1. THIS REZONING PLAN SHALL TAKE PRECEDENCE OVER ANY CONFLICTS WITH THE CHESTER COUNTY ZONING ORDINANCE AND CHESTER COUNTY LAND DEVELOPMENT STANDARDS.
2. THE ORDINANCES IN PLACE AT TIME OF REZONING APPROVAL SHALL GOVERN THE PROJECT UNTIL COMPLETION AND PROJECT SHALL NOT BE SUBJECT TO ANY CHANGES IN THE CHESTER COUNTY ORDINANCE UNLESS SUCH CHANGES ARE THE RESULT OF COMPLIANCE WITH STATE AND/OR FEDERAL LAWS.
3. UNLESS OTHERWISE SPECIFIED WITHIN THIS REZONING PLAN, THE CHESTER COUNTY ZONING ORDINANCE AND CHESTER COUNTY LAND DEVELOPMENT STANDARDS IN PLACE AT TIME OF REZONING APPROVAL WILL GOVERN THE PLANNING DESIGN AND CONSTRUCTION OF THE PROJECT.
4. SUB-PHASING OF THE PROJECT WILL BE PERMITTED AND MUST BE PROPOSED AT TIME OF PRELIMINARY PLAT (CONSTRUCTION DRAWINGS) FOR EACH RESPECTIVE DEVELOPMENT AREA (ALSO CONSIDERED MASTER PHASES).
5. MINOR AMENDMENTS TO THE REZONING PLAN MAY BE APPROVED BY THE PLANNING DIRECTOR WITH A WRITTEN LETTER OF REQUEST AND MAY INCLUDE, BUT NOT BE LIMITED TO:
  - CHANGES TO INTERNAL ROAD CONFIGURATIONS
  - INCREASE IN MIN. REQUIRED LOT SIZE
  - CONVERSION OF MULTI-FAMILY AREA TO SINGLE FAMILY RESIDENTIAL USE
  - CHANGE IN PHASING/SEQUENCING
  - ADJUSTMENT OF OPEN SPACES AND SINGLE FAMILY LOT LINES SO LONG AS MIN. OPEN SPACE REQUIREMENT FOR EACH AREA ARE MET
6. MAJOR AMENDMENTS TO THE REZONING PLAN WILL REQUIRE APPROVAL BY THE PLANNING COMMISSION AND COUNTY COUNCIL AND WILL INCLUDE:
  - CHANGES IN RESIDENTIAL DENSITIES
  - INCREASE IN RESIDENTIAL DENSITIES
  - REDUCTION OF MIN. LOT SIZE BELOW APPROVED REZONING STANDARDS
  - REDUCTION OF OPEN SPACES BELOW THE MIN. OPEN SPACE STANDARDS SET FORTH IN THIS REZONING
7. DRAFT OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R) SHALL BE PROVIDED TO CHESTER COUNTY FOR REVIEW AND MUST BE RECORDED AT TIME OF THE SUBDIVISION RECORDEDATION.

**MAX. PERMITTED DENSITIES | PERMITTED USES:**

1. DENSITIES FOR RESIDENTIAL USES SHALL NOT EXCEED THOSE SPECIFIED ON SHEET RZ-1
2. PERMITTED USES FOR EACH DEVELOPMENT AREA ARE AS FOLLOWS:
  - SINGLE FAMILY AREAS (SINGLE FAMILY DETACHED DWELLINGS)
  - MULTI-FAMILY AREAS (APARTMENTS, CONDOMINIUMS, ATTACHED SINGLE FAMILY (TOWNHOUSES), COMMERCIAL AREAS (USES ALLOWED UNDER GENERAL COMMERCIAL ZONING DISTRICT (GCZ))
3. IMPROVED OPEN SPACES (AMENITIES, TRAILS, PLAY FIELDS, PARKS/PLAYGROUNDS, PASSIVE (LAWNS, SITTING AREAS, LANDSCAPED AREAS), OPEN SPACES AND NATURAL AREAS) SHALL BE PERMITTED IN ANY DISTRICT.

**OPEN SPACES:**

1. OPEN SPACES (IMPROVED, PASSIVE OR NATURAL) ARE PERMITTED IN ANY DEVELOPMENT AREA.
2. OPEN SPACES MAY INCLUDE IMPROVED AMENITIES (EVEN IF ON A DEDICATED AGENCY LOT), ACTIVE OPEN SPACES, PASSIVE OPEN SPACES, NATURAL AREA OPEN SPACES AND STORMWATER DETENTION PONDS.
3. OPEN SPACES SHALL BE MAINTAINED BY EITHER A MASTER PROPERTY OWNERS ASSOCIATION (MPOA) OR SUB-HOMEOWNERS ASSOCIATION (SHOA) FOR EACH RESPECTIVE DEVELOPMENT AREA.

**STREETS & TRAFFIC:**

1. DEVELOPMENT SHALL INCLUDE WHO BE RESPONSIBLE FOR ANY TRAFFIC IMPROVEMENTS OUTLINED IN THE TRAFFIC STUDY PROVIDED AS PART OF THIS REZONING OR SUBSEQUENT PRELIMINARY PLAT, AS APPLICABLE AND AS APPROVED BY CHESTER COUNTY AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SDOT).
2. TRAFFIC IMPROVEMENTS, IF REQUIRED BY THE TRAFFIC STUDY, MAY BE PHASED AS APPROVED BY CHESTER COUNTY AND SDOT (MAY REQUIRE A PHASING STUDY AFTER COMPLETION OF FINAL TRAFFIC STUDY AND SHALL BE PROVIDED BY DEVELOPER AT NO COST TO CHESTER COUNTY).
3. APPROVAL OF THE TRAFFIC STUDY DOES NOT RELIEVE DEVELOPER OR ADDRES TO SUBMIT FOR DRIVEWAY PERMITS TO CHESTER COUNTY AND/OR SDOT.
  - 50 FT. PUBLIC RIGHT-OF-WAY
  - 22 FT. PAVED ROADWAY SURFACE (15 FT. PAVED LANES)
  - 24 INCH VULNERABLE CURB (SIDE)
  - MIN. 1/2 FT. PLANTING STRIP BETWEEN BACK OF CURB AND NEAREST EDGE OF PUBLIC SIDEWALK (NOT REQUIRED AT MAILBOX KIOSK LOCATIONS WHERE PARALLEL PARKING IS PROVIDED)
  - 1/2 FT. CONCRETE SIDEWALKS TO BE PROVIDED IN ACCORDANCE WITH CHESTER COUNTY AND DEVELOPMENT REGULATIONS ARTICLE 6-6-10 (CAN TERMINATE AT BULK OF CURB DE-SACE)
  - MIN. 10 FT. CENTERLINE RADIUS
  - PARALLEL PARKING SHALL BE PERMITTED ADJACENT TO MAILBOX KIOSK LOCATIONS (MIN. 5 FT. PAVED LANES)
5. NO SIDEWALKS ARE PROPOSED NOR REQUIRED ALONG VILLAGE DRIVE.

**PARKING & OFF-STREET LOADING:**

1. SUBJECT TO SUBMITTING A LETTER OF REQUEST TO THE PLANNING DIRECTOR AND APPROVAL OF THE WRITTEN LETTER OF REQUEST, PARKING AND OFF-STREET LOADING SHALL BE PER CHAPTER 8 OF THE CHESTER COUNTY ZONING ORDINANCE EXCEPT AS FOLLOWS:
  - PARKING LINES MAY BE REQUIRED TO 20 FT. OF TRAVEL SURFACE
  - OFF-STREET LOADING AREAS FOR COMMERCIAL AREAS MAY BE WAIVED BY THE PLANNING DIRECTOR IF PROPOSED USES ARE FOUND NOT TO NEED AN OFF-STREET LOADING SPACE
  - OFF-STREET LOADING AREAS WILL NOT BE REQUIRED FOR MULTI-FAMILY DEVELOPMENT IF SUFFICIENT TURNAROUNDS OR VEHICLE AIR CIRCULATION PATTERNS ARE PROVIDED FOR MOVING TRUCKS AND/OR EMERGENCY VEHICLES (TURNAROUNDS MAY INCLUDE T-TURNAROUNDS, CIRCULAR TRAFFIC PATTERNS AND OTHER DESIGNS).

**SIGNAGE:**

1. SIGNAGE PER CHAPTER 8 OF THE CHESTER COUNTY ZONING ORDINANCE.

**LANDSCAPING & TREE SAVE:**

1. EXISTING ROAD FRONTAGES SHALL BE PROVIDED WITH A 15-FT LANDSCAPED BUFFER AS MEASURED FROM EXISTING RIGHT-OF-WAY AND EXTENDING LANDWARD INTO THE PROPERTY AND PROVIDE PLANTINGS IN ACCORDANCE WITH BUFFER TYPE 11 (PLANTING) IN SECTION 5.3(a) OF THE CHESTER COUNTY ZONING ORDINANCE. 17' SHRUBS, 2' EVERGREEN TREES DEF. 30'-FT OF STREET FRONTAGE) - APPLIES TO FRONTAGE ALONG VILLAGE DRIVE AND J.A. COCHRAN BYPASS.
2. NO BUFFERS ARE REQUIRED BETWEEN DEVELOPMENT AREAS INTERIOR TO THE PLANNED DEVELOPMENT DISTRICT.
3. TREE SAVE, WHILE ENCOURAGED, IS NOT REQUIRED FOR ANY PORTION OF THIS PLANNED DEVELOPMENT DISTRICT.
4. EXISTING TREES AND NATURAL BROWNS MAY BE USED TO SATISFY ANY REQUIRED BUFFERS.
5. PLANT SUBSTITUTIONS AS PERMITTED BY CHESTER COUNTY ZONING ORDINANCE.
6. FOR INTERIOR STREETS, STREET TREES SHALL BE PROVIDED GENERALLY AT 40-FT ON CENTER AND MUST BE LOCATED OUTSIDE OF THE STREET RIGHT-OF-WAY
  - SHALL BE MIN. 4 INCH CALIBER AT TIME OF PLANTING AND SHALL BE 1 INCH DECKER AT 18 INCH
  - SHALL BE PLANTED WITHIN 5 FT. OF THE RIGHT-OF-WAY AND MIX OF TREE SPECIES IS ENCOURAGED
  - TREES MAY BE OMITTED WHEN IN CONFLICT WITH UTILITIES, DRIVEWAYS AND RIGHT DISTANCE TRIANGLES AT INTERSECTIONS

**WATER AND SEWER:**

1. PUBLIC WATER AND SEWER SHALL BE PROVIDED FOR ALL USES ON THE PROJECT, SUBJECT TO EXTENSION POLICIES OF SERVICE UTILITIES.

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**START OF CONSTRUCTION:**

1. UPON APPROVAL OF THE PRELIMINARY PLAT (CONSTRUCTION DRAWINGS) BY THE CHESTER COUNTY PLANNING COMMISSION AND OBTAINING NOTICE OF INTENT (NOI) FROM SDOT, LAND DISTURBANCE MAY BEGIN ON THE PROJECT.

DATE:	REVISION/NO:	REV:
11/15/2023	001	1
<p>www.rjeharris.com</p>		
<p>US DEVELOPMENTS 2025 CANON DR. BLDG 0340, SUITE 200 CHARLOTTE, NORTH CAROLINA 28208 PH: 704-596-0105</p>		
<p>VILLAGE DRIVE PLANNED DEVELOPMENT</p>		
<p>PD REZONING TECHNICAL DATA SHEET</p>		
<p>Prepared For:</p> <p>Submitted By:</p>	<p>Prepared By:</p> <p>Submitted By:</p>	<p>Checked By:</p> <p>Submitted By:</p>
<p>DATE: 11/15/2023</p>	<p>DATE: 11/15/2023</p>	<p>DATE: 11/15/2023</p>
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# **DEVELOPMENT SUMMARY**

## **SIZE OF THE PROJECT IS 111.92 ACRES**

- > 92.10 Acres Residential (266 Lots | 2.89 DUA)
- > 8.99 Acres MFR (215 Max. Units Allowed)
- > 10.83 Acres Commercial (TBD)

## **SINGLE FAMILY RESIDENTIAL**

- > 50 Ft Lots
- > Min. Lot Size of 6,000sf

## **MULTI-FAMILY RESIDENTIAL**

- > Apartments or Townhomes

## **ADVANTAGES OF DEVELOPMENT**

- > Very close proximity to the City of Chester
- > Available Water & Sewer
- > Great road network to accommodate traffic
  - access to Lancaster Highway (Hwy 9)
  - access to Saluda Road (Hwy 121)
  - adjacent to JA Cochran Bypass

## **TRAFFIC IMPACT STUDY**

- > Has been completed and submitted to SCDOT for review and approval
- > Studied intersections will maintain their existing Levels of Service (no improvements required)