



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Building
1476 J.A. Cochran Bypass Chester, SC 29706
Tuesday, January 2, 2024 at 6:00 PM

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
 - a. December 4th, 2023 Council minutes.
4. **Citizen Comments**
5. **Public Hearing**
 - a. **3rd Reading of 2023-20** An Ordinance Authorizing the Execution and Delivery Of An Amended And Restated Infrastructure Credit Agreement By And Among Chester County, South Carolina, Morcon, Inc, And JFR Acquisition, LLC To Provide For Additional Infrastructure Credits; And Addressing Other Related Matters.
6. **Ordinances/Resolutions/Proclamations**
 - a. **3rd Reading of 2023-20** An Ordinance Authorizing the Execution and Delivery Of An Amended And Restated Infrastructure Credit Agreement By And Among Chester County, South Carolina, Morcon, Inc, And JFR Acquisition, LLC To Provide For Additional Infrastructure Credits; And Addressing Other Related Matters.
 - b. **1st Reading of 2024-1** To Amend The Ordinance That Created The Burnt Meeting House Cemetery Advisory Committee And To Adopt Its Enabling Act.
7. **Administrator's Report**
8. **Old Business**
 - a. **3rd Reading of CCMA23-12** Griffin Land Holdings, LLC C/O John H. Ross request Tax Map #106-00-00- 121-000 located at Highway 9 and Highway 909 to be rezoned from Rural Two District (R-2) to Limited Industrial District (ID-2). The Planning Commission voted 6-0 to approve a five-year reverter clause and no entry off Rodman Road.
 - b. **2nd Reading of CCMA23-16** Malissa P. Church request Tax Map #104-00-00-026-000 located at 1843 Greenarch Drive Rock Hill, SC, 29730 to be rezoned from Rural Two District (R2) to Rural One District (R1). Planning Commission voted 5-0 to approve.

c. Discussion regarding CCMA23-14 known as TM # 124-00-00-008-000 rezoning from R2 Rural Two to GC General Commercial. County Council.

d. **2nd Reading of CCT23-04 GC** – Chester County Zoning Ordinance – Text Amendments General Commercial Regulations CONDITIONAL USE Chapter 4 § 4-117. Recommendation to add New Text: GC General Commercial District Regulations. Planning Commission voted 5-0 to approve.

<p>6. Meat Processing (Deer Meat Only), provided all following conditions are met:</p> <ul style="list-style-type: none"> a. structure in which processing takes place must be 100 feet from property lines; b. during processing deer carcasses, must not be visible from public view; c. all remains must be discarded in accordance with applicable DHEC regulations. 	311612	Meat Processing (limited to deer meat)	1 for each 300 square feet of floor area
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e. **2nd Reading of CCTA23-05 Chapter 3§3-107 Accessory Structure Application- Text Amendment** Recommendation to add New Text: New text to be added is in **Red**. Planning Commission voted 6-0 to approve.

§ 3-107 Accessory Structure Application.

- a. No accessory structure or building shall be constructed prior to construction of the principle building on the lot. Buildings intended to serve as accessory structures constructed prior to the principal buildings shall be considered the principal building and shall meet all applicable district and building code regulations. (Exception: Property classified as Agriculture use in the Tax Assessor’s Office) **However, automobile garages and carports shall be allowed to be in front of the principal building by meeting the front yard setback for the applicable district.**
- b. Accessory structures shall be located in the rear or sides of the principal building and shall meet accessory yard setbacks and applicable district regulations.
- c. Manufactured or Mobile Homes cannot be used as accessory units.
- d. Accessory buildings shall occupy the same lot as the principal building unless identified as agriculture use.

9. New Business

a. **1st Reading of CCMA23-17** Kabelo Ramatapa request Tax Map #079-01-10-011-000 off Saluda Road, located behind 2051 J A Cochran Bypass, Chester, SC 29706 to be rezoned from Single Family Residential District (RS-1) to General Commercial District (GC). Planning Commission vote 6-0 to approve.

10. Boards and Commissions

- a. Resignation from the Lando Fire Protection District. -County Council
- b. Appointment to the Radio Advisory Committee. - County Council
- c. Appointment to the Catawba Workforce Investment Board. - County Council

11. Executive Session

- a. Personnel matter regarding County Council.
- b. Personnel matter regarding the County Administrator's Office.
- c. Personnel matter regarding Emergency Services Department.

12. Council Actions Following Executive Session

- a. Action taken regarding a personnel matter of County Council.
- b. Action taken regarding a personnel matter in the County Administrator's Office.
- c. Action taken regarding a personnel matter in the Emergency Services Department.

13. Council Comments

14. 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.

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes.

Public Hearings:

- Each speaker will be limited to three minutes.

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

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, December 4th, 2023 at 6:00 PM

MINUTES

Present: Chairman Joe Branham, Vice Chairman Pete Wilson, Councilman Mike Vaughn, Councilman Corey Guy Councilwoman Erin Mosley, Councilman John Agee, Councilman William Killian, County Administrator Brian Hester, County Attorney Joanie Winters.

Absent: Clerk to Council Karen Lee with prior notification.

1. Call to Order- Chairman Branham called the meeting to order.

2. Pledge of Allegiance and Invocation – Allegiance was recited: Councilman Guy gave the invocation.

3. Approval of Minutes

a. November 20th, 2023 minutes.

Councilwoman Mosley motioned to approve, second by Councilman Vaughn. Vote 5-2 to approve.

Chairman Branham and Councilman Killian were not present at the 11-20-2023 meeting and did not vote.

4. Citizen Comments

Bridget Grant, 100 North Tryon St, Charlotte, NC addressed Council regarding being in favor of rezoning CCMA23-12.

Dr. Nan Saye, 2621 Rodman Road, Chester, SC addressed Council regarding being against rezoning CCMA23-12.

Joanna Angle, 2762 Blaney Road, Chester, SC addressed Council regarding being against rezoning CCMA23-12.

William Clark, 1461 Ashington Dr. addressed Council regarding being against rezoning CCMA23-12.

Katherine Gindhart, 2331 Rodman Rd addressed Council regarding being against rezoning CCMA23-12.

George Kanellos, 2331 Rodman Rd addressed Council regarding being against rezoning CCMA23-12.

Cheri Kiley, 2532 Rodman Rd, addressed Council regarding being against rezoning CCMA23-12.

William Gilden, 1424 Saye Place, Chester, addressed Council regarding being against rezoning CCMA23-12.

Roxann James, 3007 Steele Village, addressed Council regarding being against rezoning CCMA23-12.

George Sweet, 2528 Rodman Rd, addressed Council regarding being against rezoning CCMA23-12.

Lidia Vazquaz, 2644 Rodman Rd, addressed Council regarding being against rezoning CCMA23-12.

Jason Alt, 3391 Edgeland Rd, Richburg, addressed Council regarding being against rezoning CCMA23-14.

Allen Dickard, 10601 Agnes Douglas Rd, Fort Mill, SC addressed Council regarding being against rezoning CCMA23-12.

David Wysoki, 709 Skyline Drive, Chester, SC addressed Council regarding the County animal ordinance.

Benjamin Dubard, 575 Wild Hope Farm Rd, addressed Council regarding being against rezoning CCMA23-12.

5. Ordinances/Resolutions/Proclamations

a. 2nd Reading of 2023-20 An Ordinance Authorizing the Execution and Delivery Of An Amended And Restated Infrastructure Credit Agreement By And Among Chester County, South Carolina, Morcon, Inc. And JFR Acquisition, LLC To Provide For Additional Infrastructure Credits; And Addressing Other Related Matters. Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.

b. 2023-29 Resolution To declare a Revocable Resolution to pause any further Residential Subdivision or Planned Development in Certain Limited Areas of Chester County. Vice Chairman Wilson motioned to approve, second by Councilwoman Mosley. Unanimous vote.

6. Administrator’s Report

Administrator Hester provided the following report:

1. Posted the Deputy Director of Fire position.
2. Introduced Kalli Oliver, his new Administrative Assistant/PIO Offi
3. Thanked Jamie Deason, for all the work she did in helping him get organized.
4. Gave an update on Animal Control.
5. Gave an update on Rodman Complex.
6. Gave an update on Sports League Allocations.

7. Old Business

a. Update regarding the Burnt Meeting House Cemetery. - Rev. Neely Gaston.

Rev. Gaston stated Gaulden had repaired 25 headstones, along with headstones straightened and several sunken graves filled. He said there was still work to be done. Dr. Leader will perform a ground penetrating radar survey of the site in winter months. The SCV 3rd Brigade cleaned up Paul’s cemetery off of Appaloosa Road, they are also willing to assist in cleaning of other historic cemeteries in the Chester County jurisdiction. Especially those that have Revolutionary War soldiers buried there.

b. 3rd Reading of CCMA23-12 Griffin Land Holdings, LLC C/O John H. Ross request Tax Map #106-00-00-121-000 located at Highway 9 and Highway 909 to be rezoned from Rural Two District (R-2) to Limited Industrial District (ID-2). The Planning Commission voted 6-0 to approve a five-year reverter clause and no entry off Rodman Road. Councilman Guy motioned to postpone 3rd reading to the January 2nd, 2024 Council meeting, second by Councilman Killian. Unanimous vote.

c. 3rd Reading of CCMA23-14 Robert Reid and Craig Shaftner request Tax Map #124-00-00-008-000 located at 3353 Edgeland Road, Richburg, SC 29729 to be rezoned from Rural Two District (R2) to General Commercial District (GC). Planning Commission voted 6-0 to deny. Councilman Guy motioned to reconsider the 3rd reading to the second Council meeting in January, second by Councilman Vaughn. Unanimous vote. Council also asked to have this back on the agenda for discussion at the first meeting in January.

d. 3rd Reading of CCTA23-02 RS-1 – Chester County Zoning Ordinance – Text Amendment Single Family Residential District Uses Chapter 4 § 4-109 RS-1 Special Exception Recommendation to Remove Text: RS-1 SPECIAL EXCEPTION Item #2. Planning Commission voted 6-0 to approve.

<p>2. Clustered single-family development, provided the Board of Zoning Appeals determines:</p> <ol style="list-style-type: none"> a. detached single-family units on minimum of 2 acre development parcel; b. Minimum individual lot size of 14,520 square feet; c. lot requirements per house may be waived; d. zero interior lot line setback may be allowed; e. Subdivision Regulations are met; f. adequate provisions for access and traffic safety providing for safe and efficient access into, within, and out of the development for the vehicles, pedestrians and emergency vehicles; g. public water and sewer are available for the property; h. the use is compatible with the district. 	<p>NAICS CODE N/A</p>	<p>NAICS DESCRIPTION Private households</p>	<p>PARKING 2 for each dwelling unit</p>
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Councilman Agee motioned to approve, second by Councilman Killian. Unanimous vote.

e. **3rd Reading of CCTA23-03** PD – Chester County Zoning Ordinance – Text Amendment Planned Development District Regulations Chapter 4 § 4-130 **Recommendation to add New Text: PD Planned Development District Regulations.** Planning Commission voted 6-0 to approve.

Maximum number of units	The number of units shall not exceed the guaranteed allotment for service of water and wastewater. Should the water and wastewater guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.
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Councilman Agee motioned to approve, second by Vice Chairman Wilson. Unanimous vote.

8. New Business

a. **1st Reading of CCMA23-16** Malissa P. Church request Tax Map #104-00-00-026-000 located at 1843 Greenarch Drive Rock Hill, SC, 29730 to be rezoned from Rural Two District (R2) to Rural One District (R1). Planning Commission voted 5-0 to approve. Councilman Agee motioned to approve, second by Councilwoman Mosley. Unanimous vote.

b. Council to approve a matching grant for the first phase for lighting projects in the amount of \$6884 dollars for the Chester Catawba Regional Airport. Airport Director Keith Roach. Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.

c. **1st Reading of CCT23-04** GC – Chester County Zoning Ordinance – Text Amendments General Commercial Regulations **CONDITIONAL USE** Chapter 4 § 4-117. **Recommendation to add New Text: GC General Commercial District Regulations.** Planning Commission voted 5-0 to approve.

6. Meat Processing (Deer Meat Only), provided all following conditions are met: a. structure in which processing takes place must be 100 feet from property lines; b. during processing deer carcasses, must not be visible from public view; c. all remains must be discarded in accordance with applicable DHEC regulations.	311612	Meat Processing (limited to deer meat)	1 for each 300 square feet of floor area
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Councilwoman Mosley motioned to approve, second by Councilman Killian. Unanimous vote.

d. **1st Reading of CCTA23-05** Chapter 3§3-107 Accessory Structure Application- Text Amendment Recommendation to add New Text: New text to be added is in **Red**. Planning Commission voted 5-0 to approve.

§ 3-107 Accessory Structure Application.

- a. No accessory structure or building shall be constructed prior to construction of the principle building on the lot. Buildings intended to serve as accessory structures constructed prior to the principal buildings shall be considered the principal building and shall meet all applicable district and building code regulations. (Exception: Property classified as Agriculture use in the Tax Assessor’s Office) **However, automobile garages and carports shall be allowed to be in front of the principal building by meeting the front yard setback for the applicable district.**
- b. Accessory structures shall be located in the rear or sides of the principal building and shall meet accessory yard setbacks and applicable district regulations.
- c. Manufactured or Mobile Homes cannot be used as accessory units.
- d. Accessory buildings shall occupy the same lot as the principal building unless identified as agriculture use.

Vice Chairman Wilson motioned to approve, second by Councilman Killian. Unanimous vote.

e. Approval of Enterprise IT Security backup and disaster recovery solution for a three-year contract in the amount of \$ 80,433.34 dollars. IT Director David Schuelke. Vice Chairman Wilson motioned to approve, second by Councilwoman Mosley. Unanimous vote.

9. Executive Session -Vice Chairman Wilson motioned to go to executive session, second by Councilwoman Mosley. Unanimous vote.

a. Personnel matter regarding the County Administrator.

10. Council Actions Following Executive Session -Councilman Guy motioned to go back to regular session, second by Councilman Killian. Unanimous vote.

a. Action taken regarding the County Administrator.

Chairman Branham motioned to extend the County Administrators contract from a three-year contract to a five year contract, severance pay would be from three months to six months. He would receive the same pay raise as any other elected official in the County would get, second by Councilman Killian. Unanimous vote.

11. Council Comments

Vice Chairman Wilson and Chairman Branham asked for prayers for Miss Lee who lost her father.

12. Adjourn-Councilwoman Mosley motioned to adjourn, second by Councilman Killian. Unanimous vote.

Time: 9:20 PM

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR CHESTER COUNTY
ORDINANCE NO. 2023-20

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT BY AND AMONG CHESTER COUNTY, SOUTH CAROLINA, MORCON, INC. AND JFR ACQUISITION, LLC TO PROVIDE FOR ADDITIONAL INFRASTRUCTURE CREDITS; AND ADDRESSING OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina (“County”), and Morcon, Inc. (“Morcon”) entered an Infrastructure Credit Agreement dated September 6, 2022 (“Original IC Agreement”) whereby Morcon agreed to invest no less than \$3,167,654 during the period beginning on January 1, 2021, and ending on December 31, 2025, to expand Morcon’s manufacturing facility in the County;

WHEREAS, pursuant to the Original IC Agreement, the County agreed to provide a 39% Infrastructure Credit for each year for six, consecutive years, beginning with Morcon’s payment due on or before January 15, 2023;

WHEREAS, according to information supplied to the County by Morcon, Morcon has exceeded its investment commitment under the Original IC Agreement by investing more than \$4,480,000 in the County;

WHEREAS, JFR Acquisition, LLC, Morcon’s landlord (“JFR” and together with Morcon, the “Company”) now desires to be made a party to the Agreement and contribute to the Company’s investment thereunder;

WHEREAS, the Company has represented to the County that the Company intends to invest an additional \$10,009,422 on or before December 31, 2027, and has requested the County authorize an Amended and Restated Infrastructure Credit Agreement (the “Agreement”) to provide for additional Infrastructure Credits, to extend the Investment Period under the Original IC Agreement and to add JFR as a party to the Agreement; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County, acting by and through its County Council (“Council”):

Section 1. Approval of SSRC. The County hereby approves and ratifies a special source revenue credit with respect to investments in the Project (as defined in the Agreement) placed in service during the period beginning on January 1, 2023, and ending on December 31, 2027, of 30% per year for 5 consecutive years beginning with the payment due on or before January 15, 2025, all as set forth more particularly in the Agreement.

Section 2. Approval of Agreement.

(a) The form, terms, and provisions of the Agreement presented to this meeting, and attached to this Ordinance as Exhibit A, are approved and all of the terms, provisions, and conditions of the Agreement are incorporated in this Ordinance by reference.

(b) The Agreement, to be executed on behalf of the County, shall be in substantially the form now before the Council and shall include only changes that are approved by the County officials executing the

Agreement. The County officials shall consult the attorney for the County with respect to any changes to the Agreement. The execution of the Agreement by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Agreement now before this meeting.

Section 3. *Authorization to Execute and Deliver the Agreement.* The Chairman of County Council (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to execute and deliver the Agreement, and to take further actions and execute and deliver further documents as the Chairman of County Council (and his designated appointees) deems reasonably necessary and prudent to effect this Ordinance's intent, and the Clerk to County Council is directed to attest and deliver the same to the Company.

Section 4. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 5. *Effective Date.* This Ordinance is effective from and after its third reading, following a public hearing, by the Council.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOWS]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

Joe Branham, Chairman
Chester County Council

(SEAL)
ATTEST:

Karen Lee
Clerk, Chester County Council

First Reading: November 6, 2023
Second Reading: December 4, 2023
Public Hearing: January 2, 2024
Third Reading: January 2, 2024

EXHIBIT A
SUBSTANTIALLY FINAL FORM
OF
AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and among

CHESTER COUNTY, SOUTH CAROLINA,

MORCON, INC.

and

JFR ACQUISITION, LLC

Effective as of: September 6, 2022
Amended and Restated as of: January 2, 2024

AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT

This AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT, effective as of September 6, 2022 (“Agreement”), is entered into by and among CHESTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), MORCON, INC., a New York corporation previously identified to the County as Project Paper (“Morcon”) and JFR ACQUISITION, LLC, a New York limited liability company (“JFR” and together with Morcon, the “Company”). JFR and Morcon may each further be referred to herein as a “Party” and together as the “Parties.”

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act allows such property to be eligible for certain incentives to offset payments in lieu of taxes;

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against payments in lieu of taxes (“Infrastructure Credits” or “SSRCs”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to an Ordinance No. 2022-15 the County and Morcon entered into an Infrastructure Credit Agreement effective September 6, 2022, (the “Original IC Agreement”) whereby Morcon agreed to invest no less than \$3,167,654 during the period beginning on January 1, 2021, and ending on December 31, 2025, to expand the Company’s manufacturing facility in the County (the “Original Project”);

WHEREAS, according to information supplied to the County by the Company, the Company has exceeded its investment commitment under the Original Project by investing more than \$4,480,000 in the County;

WHEREAS, the Company has represented to the County that the Company intends to invest an additional \$10,009,422 on or before December 31, 2027 (the “Project”), and has requested the County authorize this Amended and Restated Infrastructure Credit Agreement to provide for additional Infrastructure Credits, to extend the Company’s performance under the Original IC Agreement and to add JFR, Morcon’s landlord, as a party to this Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;

(b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Project in the Park;

(f) If the Project is not properly included in the Park or in another multi-county industrial park at any time during the term of the Infrastructure Credits, the County will exercise commercially reasonable efforts to add the Project to a multi-county industrial park and to ensure that the Project remains in a multi-county industrial park for the duration of such term.

(g) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. Representations and Covenants by Morcon. Morcon represents and covenants to the County as follows:

(a) Morcon is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it.

(b) Morcon will use commercially reasonable efforts to continuously operate a manufacturing facility in the County.

(c) Morcon's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which Morcon is now a party or by which it is bound.

Section 1.2. Representations and Covenants by JFR. JFR represents and covenants to the County as follows:

(a) JFR is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it.

(c) JFR's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which JFR is now a party or by which it is bound.

**ARTICLE II
INFRASTRUCTURE CREDITS**

Section 2.1. Operation of Manufacturing Facility. The Company intends to operate a manufacturing facility in the County.

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide Infrastructure Credits against certain of the Company's payments in lieu of taxes in two parts: (i) with respect to investments in the Project placed in service during the period beginning on January 1, 2021, and ending on December 31, 2022 ("Investment Period 1"), a 39% SSRC for each year for 5 years beginning with the payment due on or before January 15, 2023 ("SSRC 1"); and (ii) with respect to investments in the Project placed in service during the period beginning on January 1, 2023, and ending on December 31, 2027 ("Investment Period 2" and together with Investment Period 1, the "Investment Period"), a 30% SSRC for each year for 5 years beginning with the payment due on or before January 15, 2025 ("SSRC 2" and together with SSRC 1, the "SSRCs").

During Investment Period 1, the Company invested in real and personal property that would have otherwise been subject to *ad valorem* property taxes but for the execution and delivery of this Agreement. Such investment shall be reported on a separate "Schedule A" on the Company's annual PT-300 (or successor) filing. The SSRC 1 shall apply to reduce the payments in lieu of taxes otherwise due for assets placed in service during Investment Period 1.

During Investment Period 2, the Company agrees to invest at least \$10,009,422 in real and personal property that would otherwise be subject to *ad valorem* property taxes but for the execution and delivery of this Agreement. Such investment shall be reported on a separate "Schedule A" on the Company's annual PT-300 (or successor) filing. The SSRC 2 shall apply to reduce the payments in lieu of taxes otherwise due for assets placed in service during Investment Period 2.

If any aggregate, net payment(s) due in lieu of taxes after SSRC 1 and SSRC 2 are applied would be less than \$33,322 ("Minimum Payment"), then SSRC 1 and SSRC 2 shall be reduced proportionally to account for any shortfall such that the Company shall never pay an amount less than the Minimum Payment; provided, however, that SSRC 1 and SSRC 2 shall not be reduced below \$0 for any payments in lieu of taxes due hereunder.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall reduce the payments in lieu of taxes by the amount of the applicable Infrastructure Credit(s) for such year in calculating the net amount of the payments in lieu of taxes due from the Company.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE PAYMENTS IN LIEU OF TAXES MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND

TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability on the County or any charge on its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the payments received from the Company. The County shall not be required to provide any Infrastructure Credit except with respect to the payments received from the Company pursuant to this Agreement.

Section 2.3 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

Section 2.4 Clawback.

(a) If the Company does not invest \$3,167,654 within and prior to the expiration of Investment Period 1, the Company shall be required to repay a portion of SSRC 1, with the repayment amount to be calculated as follows:

Repayment Amount = SSRC 1 x Shortfall Percentage

Shortfall Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Maximum Investment Achieved in County Within Investment Period 1 / \$3,167,654 (capped at 100%)

For any remaining years in which SSRC 1 is applicable, SSRC 1 shall be reduced by the shortfall percentage, provided that in any subsequent year in which the Investment Achievement Percentage is higher, the Company may submit a written certification to the County on or before June 30 of the year for which SSRC 1 is claimed, and the SSRC shall be reset (for that year only) using the above calculation and the new Investment Achievement Percentage.

Based solely on information provided by the Company, the County understands that the investment requirement has been satisfied, and no repayment is required under this Section 2.4(a).

(b) If the Company does not invest \$10,009,422 within and prior to the expiration of Investment Period 2, the Company shall be required to repay a portion of SSRC 2, with the repayment amount to be calculated as follows:

SSRC 2 Repayment Amount = SSRC 2 Received x SSRC 2 Shortfall Percentage

SSRC 2 Shortfall Percentage = 100% - SSRC 2 Investment Achievement Percentage

SSRC 2 Investment Achievement Percentage = Maximum Investment Achieved in County Within Investment Period 2 / \$10,009,422 (capped at 100%)

For any remaining years in which SSRC 2 is applicable, SSRC 2 shall be reduced by the shortfall percentage, provided that in any subsequent year in which the SSRC 2 Investment Achievement Percentage is higher, the Company may submit a written certification to the County on or before June 30 of the year for which SSRC 2 is claimed, and SSRC 2 shall be reset (for that year only) using the above calculation and the new SSRC 2 Investment Achievement Percentage.

The Repayment Amount, if applicable, shall be due within 180 days after the expiration of Investment Period 1, and the SSRC 2 Repayment Amount, if applicable, shall be due within 180 days after the expiration of Investment Period 2.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. *Events of Default.* The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a payment in lieu of tax on or before the date for which an *ad valorem* tax payment would be due without penalty;

(b) A representation or warranty made by the Company which is materially incorrect when deemed made;

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. *Remedies on Default.*

(a) If an Event of Default has occurred and is continuing, then the non-defaulting party may take any one or more of the following remedial actions:

(i) terminate the Agreement; and/or

(ii) take whatever action at law or in equity, including bringing an action for specific performance, as may appear appropriate.

Section 3.3. *Reserved.*

Section 3.4. *Remedies Not Exclusive.* No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on at least three business days' prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an "Affiliate" of the Company so long as the Company provides written consent of the assignment, and the Affiliate agrees in a signed writing delivered to the County to assume all duties and obligations of the Company hereunder. An "Affiliate" of the Company shall mean any entity that controls, is controlled by, or is under common control with the Company.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. *Severability.* If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. *Limitation of Liability.*

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

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

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

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

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

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

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

Chester County, South Carolina
Attn: County Chairman
Post Office Box 580

Chester, SC 29706

with a copy to:
(which shall not
constitute notice)

King Kozlarek Law LLC
Attn: Michael Kozlarek
Post Office Box 565
Greenville, SC 29602-0565
michael@kingkozlaw.com

if to Morcon:

Morcon, Inc.
Attn: Karen Jones
62 Owl Kill Road
Eagle Bridge, NY 12057
kjones@morcontissue.com

with a copy to:
(which shall not
constitute notice)

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889
wjohnson@hsblawfirm.com

if to JFR:

JFR Acquisition, LLC
Attn: Karen Jones
62 Owl Kill Road
Eagle Bridge, NY 12057
kjones@morcontissue.com

with a copy to:
(which shall not
constitute notice)

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889
wjohnson@hsblawfirm.com

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent.

Section 4.8. *Administrative Expenses.* The Company shall reimburse the County for its expenses, including, but not limited to reasonable attorneys' fees, related to (i) review and negotiation, execution, and delivery of this Agreement, and/or (ii) review and negotiation, execution, and delivery of any other documents related to the Project or the Infrastructure Credits, in an amount not to exceed \$3,500.00.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10. *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the

Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding payments in lieu of taxes due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[THREE SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Chester County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

Joe Branham
Chairman
Chester County Council

(SEAL)

ATTEST:

Clerk to Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Morcon has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

MORCON, INC.

Signature: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, JFR has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

JFR ACQUISITION, LLC.

Signature: _____
Name: _____
Title: _____

[SIGNATURE PAGE 3 TO INFRASTRUCTURE CREDIT AGREEMENT]



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. 2024-1

**TO AMEND THE ORDINANCE THAT CREATED THE BURNT MEETING HOUSE CEMETARY
ADVISORY COMMITTEE AND TO ADOPT ITS ENABLING ACT**

WHEREAS Section 4-9-30-(6) of the Code of Laws of South Carolina empowers the County Council “to establish such agencies, departments, boards, commissions and positions in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish such agencies, departments, boards, commissions and positions...” and

WHEREAS, the Council is further empowered by the provisions of Chapter 9, Sub-section (6) of Title 4 of the Code of Laws of South Carolina, 1976, as amended, to regulate established boards and commissions; and

WHEREAS, on October 16, 2020, Chester County Council did establish by ordinance 2020-34, the Burnt Meeting House Cemetery Advisory Committee; and

WHEREAS, due to expanded vision and responsibility of said Advisory Committee, the County Council does amend Ordinance 2020-34 to hereby rename the Burnt Meeting House Cemetery Advisory Committee, to be known going forward as the Chester County Historical Cemeteries Advisory Committee through adoption of an enabling act; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER
COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING AMENDED
ORDINANCE IS HEREBY ADOPTED:**

Chester County Council does hereby amend Ordinance 2020-34 to rename the Burnt Meeting House Cemetery Advisory Committee to be known going forward as the Chester County Historical Cemeteries Advisory Committee and does adopt the enabling act (Exhibit A) for the Chester County Historical Cemeteries Advisory Committee, and it shall be incorporated into this Ordinance by reference.

This ordinance shall take effect upon adoption by the Chester County Council on the date of the final reading approval.

SECTION 2: This ordinance shall take effect upon adoption.

1stReading: 1-2-2024
2ndReading: 1-16-2024
3rdReading: 2-5-2024
Public Hearing: 2-5-2024

Joseph R. Branham, Chair
Chester County Council

Karen Lee
Clerk to Council

EXHIBIT A

Chester County Historical Cemeteries Advisory Committee

Established; Composition; Appointment

There is established a board to be called the Chester County Historical Cemeteries Advisory Committee, previously known as the Burnt Meeting House Cemetery Advisory Committee. The board shall be comprised of five (5) individuals appointed by the Chester County Council.

Membership and Terms

(a) *Membership.* The Chester County Historical Cemeteries Advisory Committee shall consist of five (5) members. Such board members should be composed of individuals with knowledge and experience in the care and maintenance of property, and in particular cemeteries.

(b) *Terms.* The terms of office the board members shall be staggered so not more than one-third of the board is appointed or replaced in any 12-month period. The terms of office shall be for four years or until filled by the County Council. Vacancies shall be filled for any unexpired term in the manner in which original appointments are required to be made. Continued unexcused absence of any member from requires meetings of the board shall, at the discretion of the County Council, render any such member subject to immediate removal from office.

(c) Quorum and voting. A simple majority of the board shall constitute a quorum. In varying any provision of this Code, the affirmative votes of the majority present shall be required.

(d) Officers and duties. The board at its first meeting in January of each year shall elect a chair and vice-chair. The election, terms and duties of the chair and vice-chair and duties of the secretary shall be as follows:

(1) Chair. A chair shall be elected by the voting members of the board. The term shall be for one year and his succession in office shall be limited to three years after which time the chair cannot be reelected until after a one-year period. The chair shall preside at all meetings of the board and decide all point of order and procedure, subject of this article, unless directed otherwise by a majority of the board in session at the time. The chair shall appoint any committees found necessary to investigate any matter.

(2) Vice-chair. A vice-chair shall be elected by the board among its members in the same manner and for the same term as the chair. The vice-chair shall serve as acting chairman in the absence of the chair, and at such times he shall have the same power and duties as the chairman. The vice-chair shall succeed that chairman if the chair vacates his office before the chair's term is completed, the vice-chairman to serve the unexpired term of the vacated office. A new vice- chair shall be elected at the next regular meeting.

(3) Secretary. The building official shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member and any failure of a member to vote.

Powers

(a) The Chester County Historical Cemeteries Advisory Committee shall have the power, as further defined in subsection (b) of this section, to hear requests or complaints from the community on the condition of the Cemetery.

(b) The Chester County Historical Cemeteries Advisory Committee shall have the duty to bring recommendations before Chester County Council for the beautification and continued maintenance of County cemeteries, and any possible improvements to the property.

(c) The Chester County Historical Cemeteries Advisory Committee shall be charged with the responsibility of meeting on a regular basis with County personnel regarding the maintenance of County cemeteries and to provide suggestions/recommendations for the improvement of such maintenance.

Procedures

(a) Rules and regulations. The Chester County Historical Cemeteries Advisory Committee shall establish rules and regulations for its own procedure not

inconsistent with state and federal laws. The Committee shall meet at the call of the chairman.

Chester County Planning Commission Minutes

September 19, 2023

CCMA23-12 Griffin Land Holdings, LLC C/O John H. Ross request Tax Map #106-00-00-121-000 located at Highway 9 and Highway 909 to be rezoned from Rural Two District (R-2) to Limited Industrial District (ID-2).

John Floyd stated his address is 100 North Tryon Street, Charlotte, NC is my business address. Thank you. Again, I'm here on behalf of Griffin Land Holdings on their zoning map amendment application. This is a rezoning that's supported by Chester County Economic Development because it has the potential to attract some significant economic investment to the area. This is not a project specific rezoning. It's a proactive approach to go ahead and get the project, get the property rezoned to ID-2 so it's sitting there so that if you have someone that's interested in coming in and making an investment in the area, you've got the property available, they don't have to go through the rezoning process. This the site is approximately 180 acres. It's located off of Lancaster Highway and Rodman Road. And you can see there and kind of the top middle. It is adjacent to the Rodman Sports Complex, and I'll talk about that in a minute. Zoning in the area is a mix of Rural R2 to restricted and limited, limited industrial and general commercial. And again, we're seeking to amend the zoning from R2 to Limited Industrial. Prior to this rezoning effort, the applicant did undertake to rezone the property for a residential use and that faced a lot of opposition. A lot of the opposition that we heard was about the impact that that type of use would have on government services and public services. There were complaints about what would it do for schools. What would it do for water and sewer usage, traffic, those sorts of things. And so, we went back to the drawing board and tried to find a use that would, again, kind of maximize the highest and best use of the property that would be something that was more akin to what the residents had indicated they were willing to live with in this location. And so, you know, an industrial type use is something that is not going to have any real impact on schools, it's not going to have significant water and sewer usage, it's not going to have significant traffic impact. So that's why we're proposing to change the R2. Given its location it's right off Lancaster highway and close to I 77. We also think this is a perfect site for an industrial type project. Again, the project has support from Chester County Economic Development, they've actually shown the site to some prospects, in the hopes of getting some economic, some further economic development here. And you know, I'm told from Kris Phillips, that economic development that the city or the county has been successful in lowering some investment here when they've got property that is already in place for use where new investors new companies can come in and don't have to go through the rezoning process. So that's what we're hoping to do here. The rezoning is consistent with the Chester County comprehensive plan. Those are quotations out of the comprehensive plan. But it's really true on two fronts. First, I think the comprehensive player, the comprehensive plan is clearly in favor of promoting and protecting industrial development in certain areas. The second point that I'll make and again this has to do with the Rodman Sports Complex is that the property as a plan talks about supporting and promoting the development of recreational facilities and we think that this is something that can help with that process. On the first point, if you look at the map on the comprehensive plan, where should we grow, that reddish color area right along the Lancaster Highway corridor that's what we're talking about kind of right in the middle between town of Chester and I-77 pretty much right where the Highway 9 sign is, that's where the property is located. And so, we think again, it's consistent with the plan to have some growth here. As to the second point on helping support and promoting the development of recreational facilities. Again, the Rodman Sports Complex is adjacent to the property and there have been discussions about extending water and sewer to that facility so that you can actually have working bathrooms as well as providing right-away access. So perhaps you could have multiple points of entry, which could alleviate some congestion that happens when the park is in heavy use. Again, this is a traditional rezoning. So, we haven't submitted any kind of site plan. This is not a project specific rezoning. But I did want to give you

an idea this is a conceptual drawing of what it could look like. One thing I'll point out is given the topography and the streams and stuff that are here, this is not a site that lends itself to having kind of the mass, you know, 1 million square foot giant industrial building that I think people would be scared to have. You're gonna end up with kind of pockets of development in certain areas, smaller buildings, as this thing would get built out over time. And so, you would have a different, multiple tenants in it, but everybody would be you know, some kind of light industrial, limited Industrial, light manufacturing type use that's permitted under the ordinance. With that, I'm happy to take any questions that you might have but that is all the information I have for you at this point.

Chairman Raines asked would any of your access to the property be off Rodman Road or would it all be off Number 9?

Mr. Floyd stated Well, I think anything that we would do, would have to go I mean, again, there's not a specific project at this point. So, I can't speak to here's where the access point would be. We would have to go through the development process and get approvals for anything that would be done.

Chairman Raines asked you don't have any information from DOT, about roads or anything.

Mr. Floyd said no, sir.

Commissioner Hough stated that was my question also because I know it's residential on Rodman Road, the Highway 9 is commercial. So that was my question also. And I know if you back up the slide one slide with a conceptual drawing, I noticed you have two entryways on Highway 9 but nothing on Rodman Road. Tentatively.

Mr. Floyd stated, that's correct. Again, this is purely I don't want you to think that like this is what we're going to build it is conceptual just so you can kind of see what the civil engineer what they could do on the property where you try to lay it out and make the best use. But yeah, I think given, you're talking about an industrial purpose coming in off of Lancaster Hwy would probably make the most sense. But I don't want to, you know, give you the impression that I'm guaranteeing that would not be something that they would ask for but again, it would have to go through normal approval process with DOT and all that sort of stuff.

Chairman Raines stated any member of public present may wish to speak in favor of this rezoning request. Okay, so I have a list here of six individuals, one, scratched out their name, so make it five. I'll just call these in order ask you to come up and state your name and address for the record. State if you're pro or con. That's fine if you so desire to change your mind. So, George Kanellos. Sorry about mispronunciations.

George Kanellos stated Mr. Chairman, members of the committee, thank you for the opportunity to speak is here me all right. Yes, very good. To address the first part of it is pros and cons. Sometimes it's unknown, because of the lack of knowledge of what will go there. It was and may ask you a question too. That's 9 below but where's Rodman Road on that map please?

Chairman Raines stated where the "R" is in vary.

Mr. Kanellos stated okay, I gotcha. Yeah. That's further up. I come on two capacities right here. One of them is that my mother in our family has property in Rodman, both sides of Rodman Road, both sides of Millen Road, across the railroad tracks. And um, and I also one of the board members for the Rodman Community Center. We've tried to get up and go in from the old church, you know, it's who wanted a

place for not only the old people, but all the new people as well, to have a place to come and enjoy music or events. And I also realized that change, change is inevitable but to set the stage, I think it's if you don't consider it a boast, it's just the fact that, that all my maternal grandparents were here in this particular area. Before the American Revolutionary War, land grants, Scottish Presbyterians, I suppose it my mother's the last of the Rodman sisters. I've lost both Aunts within the last couple of years. They all moved away and then during the, I guess World War II and then they came back years later in the same neighbors were still not only there but same light fixtures with a single light burning from the wire in the ceiling. But there it was their grandfather, Sydney Alexander Rodman, that wanted to create a town. His brother was Lafayette Rodman was in Waxhaw and the two brothers connected the railroads and thought they would let their towns take off. Was it that time that the little Oak Grove Church was, was built and bought, I suppose, are paid for by my great grandfather. It was a depot you know; this is 1889. So, it's a long time ago, but this property, I believe, was inherited from the estate of James Henry perhaps, and his father Lamberth Henry. I remember, I wasn't there but remember reading it in the documents that he had donated the land on which the church was built in part, only to say that it's kind of a tide in place and you know, it's been the same for a very long time. My great grandfather had large fish and 5000 some acres of land, and of course, when he died, everything was mortgaged and during the Depression, all he got was 20 acres due back to him and then he died just shortly thereafter. Is one looks at communities too and impacts is a finger out. That we have to consider what the impacts are on them. Once again, remember I, I've said that changes inevitable so I can't say a complete negative. Nor does this be, nor is this too scary. I did want to know kind of where it ran out into Rodman Road but that one you look at a small center like that in historic space. It's an asset not on any scale that could ever compare to York's Brattonsville, but it is one of Chester's small, tiny treasures and when you consider that space, Catawba site of Native American Indian, African American house site, landowner house site. So, you have this village that's there. I work I still work in Washington on the historic preservation that's at the White House. And so, I still it's been there, I've been there 30 years. It's not boast. It's just the fact and so I tried to as we consider changes and in the complex new additions, buildings. My job is to review plans just like you would be submitting plans and submitting them for the authorities. And most you think that the President might defer to me, it's never happened, but it's you give the input of what you can and I think that my biggest question before I sit down and I'm sure I've overstayed my time, but it is just the knowledge of as much knowledge as we have or that we can get from a potential developer, so that, that the visual aspect of the development is minimize setbacks, which it looks like it is, landscape, concerns or traffic but of course, it's a heck of a lot less than multifamily use. So I don't know whether I properly represent a landowner as well as a member of the community center but it's, it's my desire is that whenever this goes to City Council for approval that it's done with great care and with great caution, considering maintaining what really Chester is which I find, in my opinion is no different from my grandparents that loved it terribly, and my parents, my grand, my mother. They loved it very much that we maintain as much as we can in our rural spaces. Thanks very much. If you have questions, please.

Commissioner Grant stated we need to set a time limited Mr. Chairman.

Chairman Raines asked if anyone had any questions, and also stated okay, I hesitate to say three minutes because I let the first gentleman speak but try to keep your remarks as brief and concise as possible. I hate to beat on the gavel and say you have to stop talking but be reasonable if you will. Thank you. Robert Knox. Okay, state your name or address for the record, please.

Robert W. Knox stated he lives at 1125 West Edgemont Drive, Lancaster, SC and came to plead with you all on this rezoning that we have this land that I own, my brother, myself, and my sister have been in our family for generations. The Knox Farm is on 56 and was established in 1767. So, this is going deep in the

ground as far as roots are concerned. You know, I'd like to point out. We're talking about new industries and things, but I like, which y'all already know like to point out, in Fort Lawn we've got a winery down there. They can't find enough people to work there. As you, we got the Close plant it's a beautiful plant. You can't get it. You got Leroy plant, it's down. Can get, there's nobody coming here. And as you come on up the road to Richburg we got there, we got the tire company. Still can't get enough people to run the tire company like it should be. And so, as we come up on Number 9, we say a lot of things just as there's not being, we don't have enough people to work to keep these things going. And what we don't want, we don't want factories to come in, build, and then they don't have enough people to work them. First thing you know, then you got a vacant building. And there's you know, that's an eye sore. I know y'all know all these things that Chester's going through. Lancaster is going through the same thing. But, you know, I plead with you know, to really look at this again, but we don't, you know, Chester's a beautiful place. Number 9 is a beautiful road going all the way and like I said, we don't want you know, I'm not saying that what they build is gonna be bad places. And bad industries and say, well, we don't know which, you know, the workforce has got a lot to do with what's going to happen in the future for us plans are concerned. And I thank you very much.

Chairman Raines stated next speaker will be Roxann James.

Roxann James stated good evening, my name is Roxann James. I live at 3007 Steel Village Road in Rock Hill, South Carolina, Chester County. And you asked pro or con. Well, I don't know. Because we don't know what they got coming in. I know they don't have an end user at this time. My main concern is like George said the rural Rodman community is so precious to us. I would say setbacks, multiply by three, leave the trees, don't clear cut. Leave Rodman Road alone. You think about all the people that come to Rodman ballfield and they're bringing their children of all ages and we're getting ready to build four more baseball fields. Wow. You've got your youth in the future of Chester County right there next door. What kind of industries are gonna come into here? I would also ask and then I'm gonna sit down, reverter clause. They want to change it too industrial. Okay, y'all decide how many years and what type of thing they gotta do. And two years to keep it industry or five years. I don't care, put a time limit on it. You know, I would just ask that as a citizen and thank you very much.

Chairman Raines stated William Clark.

William Clark stated yes, William Clark 1461 Ashington Drive, which is really just a driveway off Blaney Road in Chester. I know John Floyd pretty well. We've been on both sides of arguments like this. And he's a very compelling fellow and a very honest man. So, we're not on the same side this time. I'm against this. For some of the reasons that have been stated. This seems to me like a counterpart of land banking. This is zone banking. Is that what you want? How can we, how can we, I'm an adjacent landowner. I have more property in common with this probably than anyone in the room or anyone in the world. How can we possibly mount a, an intelligent defense or argument if we don't know what, what it is? This is a list of the things allowable on ID-2. Some would be absolutely fine. And we could be pro, some would be absolutely horrible. 100-foot-tall light towers, smelly smoke? Noise is the main thing that we worry about. So, I would I don't understand if this is a common thing that you get asked to do. But if it is, I would wonder if it's a smart thing to do. Because now that these, these drawings, as John said, are just ideas. If I had if I were king, I would have one building goes now each of these potential multiple buildings could be a polluter. If we had a one building to, one project to deal with. We could work with that. My family by the way they used to be a process where adjacent landowners were allowed to meet with the project under question. I don't know what happened to that. But when we met with Roseburg, I cannot tell you how cooperative they were. And they allowed us to make suggestions and they changed their plans based on our suggestions. You know, some, somewhat and

then we could become a supporter rather than negative. So, I don't know what happened to that process. But if I don't know if you all make your rules or the County Council makes your rules, but that ought to be a rule in my opinion. When you share a property line with, with rezoning especially when it's an up zoning like this, which could be a mess. We're agricultural. I think the property owners ought to get a little head start on knowing what's going on. What else. That's, that's the main thing I can if I knew what was coming, I'd be more articulate and I'd be more you'd hear my voice cracking more, because it's some things that you can approve, and some things that are awful for this site. Okay, that's it for me. But can you answer is this a common thing where you have an unannounced project, and you're just rezone like land banking? That you're not going to let it nuclear dump? Come here, and stay over this? Yeah, I know. You probably wrote it. There's some nice things and some not nice things. That's all I'm saying. Thank you for your attention.

Someone from the audience asked if they could speak in place of Jeff Sebo, and Chairman Raines asked them if they signed up to speak. They stated no, but Chairman Raines told them he will give them 2 minutes.

Robin Dobson stated I do live very close to this; well I live really actually the other side of the interstate 3631 Hernandez Road in Richburg. So, all around this property. I've looked today at Beacon all around this property from back behind it all the way across the Interstate is R2, is R2 except for one little exception is ID-1. It's 3.4 acres. So, this is all, this is all agricultural land. Mr. Clark has a huge cattle farm right there. All right. We have a lot of industrial two zoning. We have Luck Stone heavy ID once you go on to start with Carolina poly and the wood place all those places are ID-2 along east. So, once it starts at the end of all this R2 your industrial starts very, we are very worried about what Luck Stone is going to do. You go to the other end to Albemarle, you've got all that industrial, let's space out our industrial and keep it, don't put an ID-2 right in the middle of a R2 because we have need for Executive housing. We're gonna have some big people coming in for Albemarle and some of these other big companies, they're gonna, they're gonna want five or 10 acre lots. Why couldn't this be? Five or 10 acre lots. It's also adjacent to a ballpark. It's adjacent to the Rodman complex, we have no Greenway in Chester County. We have no designated land. That's for our recreation. So, I say let's do something different besides ID-2. Let's get some Greenway space. Let's I'm for, I'm for growth, I'm for smart growth, but there's no reason to put ID-2 right in the middle of 1000 acres of R2. When you got ID-2, you got it to plenty of ID-2 up this way. You've got ID-2 across the highway. Across from sharers property. So, let's keep some space where we can live happily. And so that's all I have to say. I'm just I'm very, very against an open-ended bank, zoning Bank, which is something Mr. Clark said I never knew that term but thank you. I'm not in favor of it. We need other places.

Chairman Raines stated thank you. Okay that'll end public comment for the meeting. I'll entertain a motion.

Commissioner Grants stated I got one question for staff. When was the last time the Comprehensive Plan was rewritten or revised? It's been what about five years.

Planning Director Mike Levister stated the Comprehensive Plan for Chester County was updated in 2023.

Commissioner Grant stated okay, okay. Well before, before that now my question is Highway 9 corridor all the way from the other side of the interstate all the way to Chester, like he showed has been the foreseeable future is for industrial. Am I correct.

Planning Director Mike Levister stated Chris may be able to talk more on the gateway masterplan.

Chairman Raines stated okay.

Commissioner Hough stated I have another question, forgive me I'm sorry. From what I can see here, you have two access on nine with a property in front of it that's going to block most of this or highway 9 away from being seen. And in this drawing, we have no access on Rodman Road. I think that's what would affect the residential part the most. And it's a question I was asking behind the scenes, is it possible to do an approval with a recourse clause like she was saying for five years and can't we restrict access on Rodman is that possible?

Planning Director Mike Levister stated you can put anything you want but when the county council has the authority to add or subtract which y'all's recommendation is, but you can make a recommendation whatever you feel comfortable with whatever your decision or your motion wants to be.

Chairman Raines stated but if that's approved, it goes with the property as it's on any conditions we put on it that are approved.

Planning Director Mike Levister said correct.

Commissioner Hough stated I understand what he's saying Hwy 9 is developed, there's gonna be developed out that way I'm sure commercially or industrial, do a lot of that corridor. But with Rodman Road in residential and you have two accesses is on 9 already. Anyway, that would be my suggestion.

Chairman Raines stated let's get a motion on the floor first.

Commissioner Grant stated I make a motion that we approve, Mr. Chairman.

Chairman Raines stated he seconds.

Planning Director Mike Levister stated if you're going to put, so you need to remove your second he got to remove his motion and then y'all got to make whatever stipulation you want to put in your motion. You got to state whatever you want to make your recommendation in your motion.

Chairman Raines removed his second.

Commissioner Grant removed his motion.

Commissioner Hough stated my recommendation would be not to have access on Rodman there because we have two accesses on 9. And then also the five-year reverter clause. That would be my recommendation. My opinion.

Chairman Raines stated I second that. Okay, so your motion is to approve rezoning to ID-2 with conditions that no access, street access Rodman Road and a five-year reverter clause is that correct?

Commissioner Hough said correct.

Commissioner Grant stated remember what when it does come back up again. We'll have to make sure that we restrict that access off of Rodman Road. Because he's got to come back to us whenever something comes in here.

Chairman Raines stated yeah, you got to have a site plan that's been done. But if we make that motion and it goes with the zoning at a property and that'll be a condition of that, I understand. Okay, so anybody have any thoughts about how we decide what it is and how we decide to move forward. I look at it from this standpoint, is it perfectly in line with the comprehensive plan. I don't think that ID-1 and 2 is overly speculative for the area and you know, we had a couple of months ago proposed to put houses there. And that was too much traffic for and all the reasons it's been stated. I mean, we have a plan from the county that says this is how we'd like to grow and the property owner seeking to do that. I think it's well within reason to grant in my opinion. The gentleman made a point about one big building, but if you clearly look at the streams, I'm no site engineer anything but I don't think they're gonna let you divert all that natural drainage and that kind of stuff. I think if you start getting permits and things, you're gonna be too much like this plan has shown because of the layout of the property, and the general topography of it. I don't think it could be subdivided from this and one ID-2 and four ID-1 you know, just whatever happens to be. They could ask for rezoning and zone it down or just put a property in there that meets both classifications. But that's just my thoughts. Anyone else have any, anything they would like to state?

Commissioner Grant stated I think you hit the nail on the head.

Commissioner Hough motioned to approve with a 5-year reverter clause and no entry off Rodman Road, second by Chairman Raines. Vote 6-0 to approve.

(a) The maximum building height shall be fifty (50) feet as measured by applicable Chester County, South Carolina, land development/use regulations.

(b) The Property shall have a minimum fifty (50) percent open space, which may include streams and/or buffers.

(c) Outdoor storage shall be screened.

(d) A one hundred (100) foot undisturbed perimeter buffer shall be provided as generally depicted on Exhibit B, which is attached hereto and incorporated herein by reference, by the use of [describe how depicted]. A limited area along the Property's western boundary may have a minimum seventy-five (75) foot undisturbed perimeter buffer as generally depicted on Exhibit B, which is attached hereto and incorporated herein by reference, by the use of [describe how depicted].

(e) A building shall not be any closer than two hundred (200) feet to the nearest point of any relevant property line.

(f) Means of ingress and egress to the Property shall be limited to Lancaster Highway.

(g) A right-of-way dedication shall be offered to Chester County, South Carolina, to provide access to Rodman Road Park to Rodman Road as generally depicted on Exhibit B, which is attached hereto and incorporated herein by reference, by the use of [describe how depicted].

(h) A sewer line shall be stubbed at the property line as generally depicted on Exhibit B, which is attached hereto and incorporated herein by reference, by the use of [describe how depicted], at such time as each applicable portion of the Property is developed.

(i) A one hundred (100) foot buffer shall be provided on all perennial streams. A fifty (50) foot buffer shall be provided on all intermittent streams.

(j) A pole mounted light fixture shall not exceed twenty-five (25) feet if the fixture is within two hundred (200) feet of the nearest point of any relevant property line.

(k) Development shall comply with all Chester County, South Carolina, land development/use regulations, hours of operation, and/or noise restrictions.

4. **Architectural Standards.** The following standards shall apply to development of the Property:

(a) **Exterior Building Materials:**

(i) One dominant wall material shall be selected and emphasized throughout the structure and the individual building site. Materials that convey permanence, substance, and restraint are encouraged (*e.g.*, brick, stone, select concrete, etc.).

(ii) The dominant wall material shall blend with those existing materials in adjacent areas of the development.

(iii) Examples of unacceptable exterior building materials and treatments include: exposed standard concrete blocks; prefabricated metal sided "butler" type buildings; simulated brick, simulated stone, and simulated wood; and unnatural brick tones.

(b) Exterior Appearance:

(i) Roof down spouts and drainage pipes on building frontages shall be incorporated into the interior of walls and shall not be exposed.

(ii) All buildings shall have controls placed on the treatment of related exterior windows to help insure uniformity in appearance. Blinds and/or drapes if visible to the exterior, shall be of the same design and color throughout. Window enclosures shall be anodized with a dark or subdued color.

5. **Amendment or Termination of Declaration.** This Declaration may not be amended or terminated except by a written agreement executed by 100% of the then current owner of the Property and with the consent of Chester County, South Carolina, by and through the enactment of ordinance of consent by the Chester County Council, based on a showing of good cause as determined, its sole discretion, by the Chester County Council; provided, however, that the Chester County zoning administrator, on request of the Declarant, or its successor(s), may grant relief from the strict application of the standards set forth in Section 3 and Section 4 on a showing of hardship or good cause as the Chester County zoning administrator may determine, in the zoning administrator's sole discretion. Any such amendment and/or relief shall be effective when properly recorded in the real property records recording office for Chester County, South Carolina.

6. **Binding Effect.** The covenants, conditions and restrictions contained in this Declaration shall run with the land; they are made by Declarant for the benefit of itself, its successors and assigns in title to all or part of the Property, each tenant now or hereafter leasing any part of the Property, and each lender making a loan secured by a mortgage on all or any part of the Property. This Declaration and the rights granted and created hereby shall be superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust, and all other encumbrances of whatever nature, and all documents affecting all or any part of the Property that may be recorded after the recording of this Declaration. Any person or entity foreclosing any such mortgage, deed of trust, lien, or any other encumbrance, and any persons or entities acquiring title to, or an interest in, any part of the Property as a result thereof shall acquire and hold title expressly subject to the provisions of this Declaration.

7. **Remedies for Breach.** The terms and conditions of this Declaration shall be enforceable by Chester County, South Carolina, by and through the Chester County Administrator, and/or designee(s), by actions for specific performance or injunction, in addition to any other remedies available at law. No breach of the provisions of this Declaration shall entitle any owner of the Property or portion thereof to cancel, rescind, or otherwise terminate this Declaration, but the foregoing limitations shall not affect any other rights or remedies that Chester County, South Carolina, may have under this Declaration for such breach. No lender succeeding to the interest of any owner of the Property (whether by foreclosure, deed in lieu of foreclosure, or otherwise) shall be personally liable for any obligation of such owner hereunder accruing prior to the date of the deed or deed in lieu of foreclosure.

8. **Private Agreement.** This Declaration shall not be construed to grant any rights to the public in general.

9. **No Partnership.** The provisions of this Declaration are not intended to create, and shall not be interpreted to create, a joint venture, a partnership or any similar relationship between the Declarant and Chester County, South Carolina.

10. **Exculpation.** If Declarant conveys its fee simple interest in the Property, then Declarant shall be relieved from all obligations under this Declaration accruing after the date of the conveyance or assignment, but Declarant shall remain liable for any and all obligations accruing before the date of any

such conveyance.

11. **Severability**. Invalidation of any covenant or restriction contained in this Declaration by judgment or court order shall not affect any other provisions of this Declaration, all of which shall remain in full force and effect.

12. **Governing Law**. This Declaration has been entered into under, and shall be construed in accordance with, the laws of the State of South Carolina, without regard to any choice of laws provisions that might suggest the use of another jurisdictions laws.

13. **Jurisdiction; Venue**. Declarant for itself, its successors and assigns in title to all or part of the Property, each tenant now or hereafter leasing any part of the Property, and each lender making a loan secured by a mortgage on all or any part of the Property hereby consents to the resolution of any dispute arising out of or relating to this Declaration being resolved by suit, action, or proceeding arising in Chester County, South Carolina, and consents to personal jurisdiction to the appropriate state and/or federal courts otherwise having jurisdiction over the subject matter. Declarant for itself, its successors and assigns in title to all or part of the Property, each tenant now or hereafter leasing any part of the Property, and each lender making a loan secured by a mortgage on all or any part of the Property waives any objection that it may have to the venue of any such suit, action, or proceeding, being that of Chester County, South Carolina.

14. **Waiver**. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

EXHIBIT A

(Property Description)

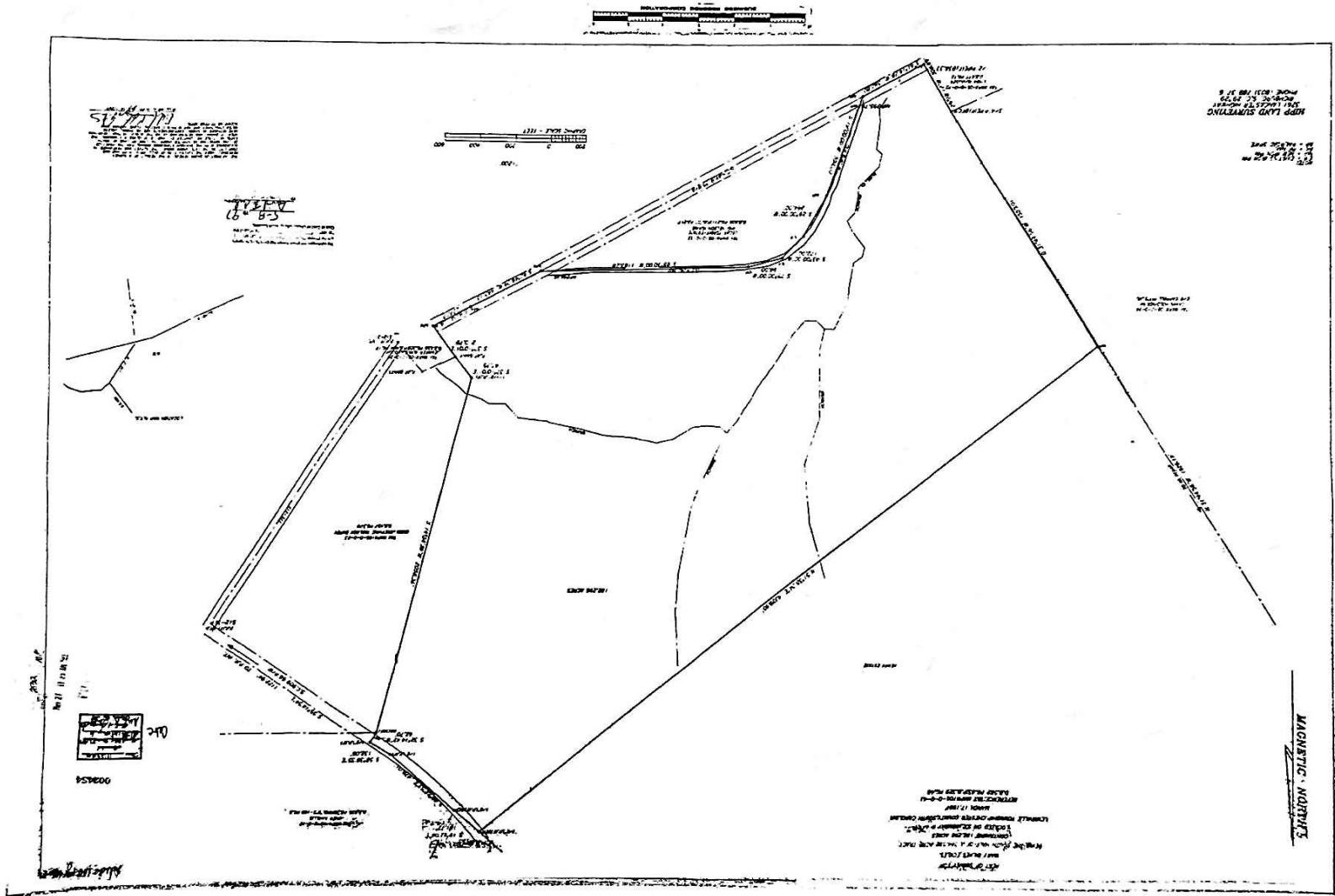
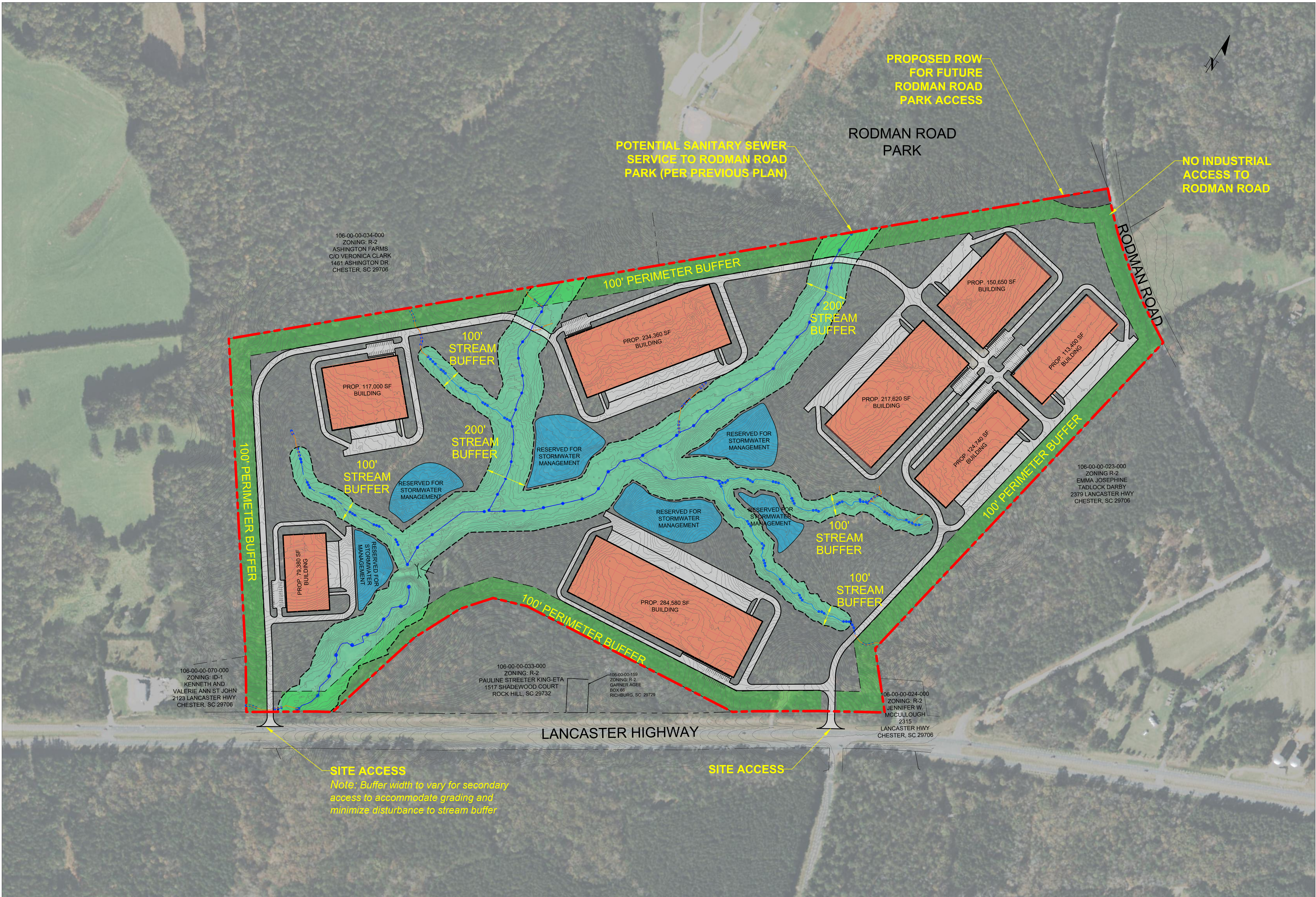


EXHIBIT B

(Property Depiction of Certain Uses/Certain Restrictions)

Plotted By: Shirley, Sara Layout: Rezoning Exhibit January 01, 2024 12:35:00pm K:\CHL_PRL\014378 Micheaux Resource Management\001 Eckles Property\02 - DWG\Eckles Property Conceptual Plan_2024-0101.dwg



106-00-00-034-000
ZONING: R-2
ASHINGTON FARMS
C/O VERONICA CLARK
1461 ASHINGTON DR.
CHESTER, SC 29706

106-00-00-023-000
ZONING R-2
EMMA JOSEPHINE
TADLOCK DARBY
2379 LANCASTER HWY
CHESTER, SC 29706

106-00-00-070-000
ZONING: ID-1
KENNETH AND
VALERIE ANN ST JOHN
2123 LANCASTER HWY.
CHESTER, SC 29706

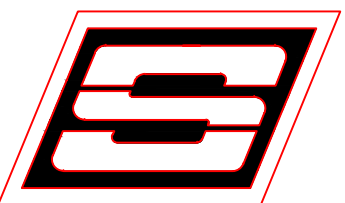
106-00-00-033-000
ZONING: R-2
PAULINE STREETER KING-ETA
1517 SHADEWOOD COURT
ROCK HILL, SC 29732

106-00-00-159
ZONING: R-2
GARNER AGEE
BOX 88
RICHBURG, SC 29729

106-00-00-024-000
ZONING: R-2
JENNIFER W.
MCCULLOUGH
2315
LANCASTER HWY
CHESTER, SC 29706

SITE ACCESS
Note: Buffer width to vary for secondary access to accommodate grading and minimize disturbance to stream buffer

SITE ACCESS



SAMET CORPORATION
P.O. Box 8050
Greensboro, NC
27419
(336) 544-2600
FAX
(336) 544-2638



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

Zoning Map Amendment (Rezoning) Application

Fee: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 9-19-23 Case # CCMA23-12 Invoice # 7073

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

Please give your reason for this rezoning request:

The Map Amendment request is submitted for approval to allow a mix of industrial uses on the subject property as permitted in the ID-2 district.

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: All uses permitted under ID-1 and ID-2.

Property Address Information

Property address: Highway 9 & Highway 909
Tax Map Number: 106-00-00-121-000 Acres: 180.39

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

PLEASE PRINT:

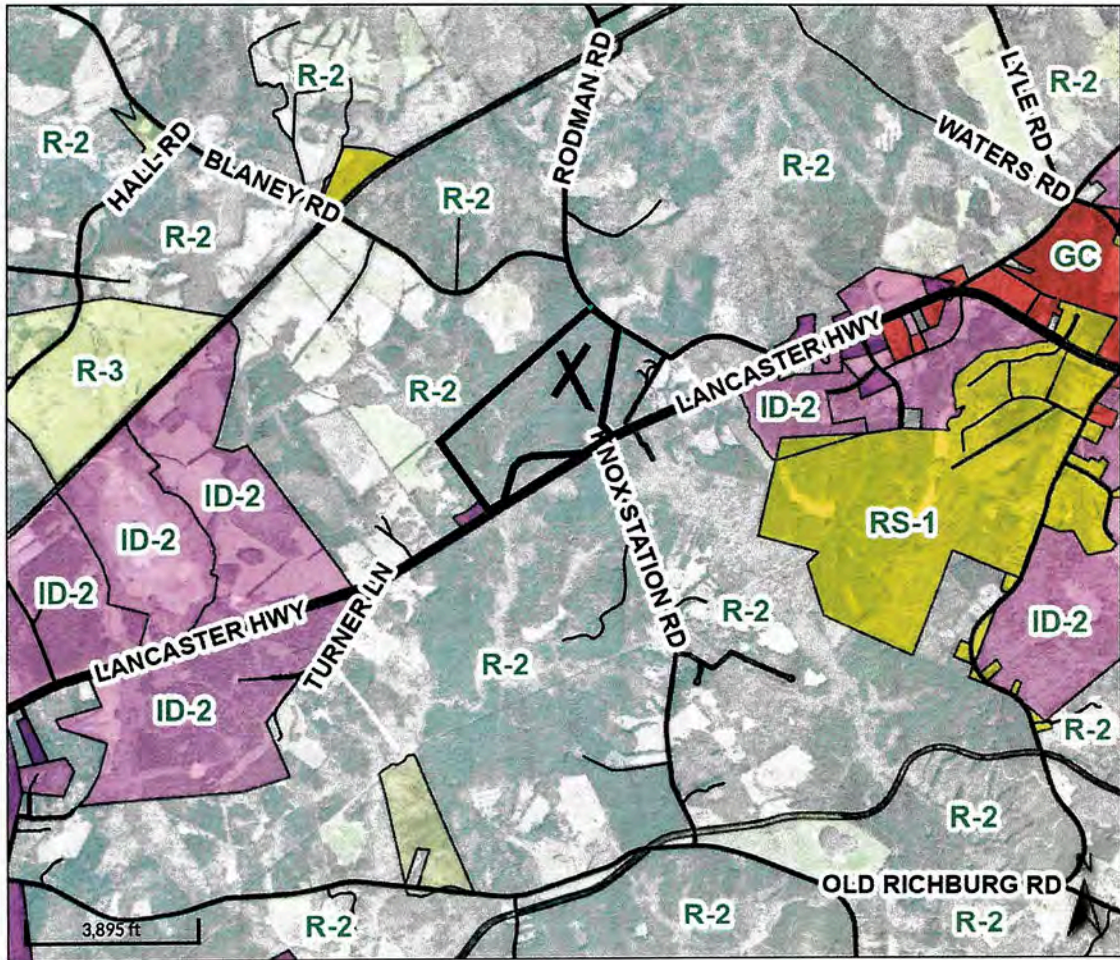
Applicant (s): Griffin Land Holdings, LLC c/o John H. Ross
Address P.O. Box 1561, Monroe, NC 28111
Telephone: [REDACTED] cell [REDACTED] work [REDACTED]
E-Mail Address: [REDACTED]

Owner(s) if other than applicant(s): Thomas Eckles and Ralph Eckles
Address: 131 Shoreman Rd., Spartanburg, SC 29307
Telephone: [REDACTED] cell [REDACTED] work [REDACTED]
E-Mail Address: [REDACTED]

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: Thomas Eckles Ralph Eckles Date: 7/20/2023 | 9:26 AM PDT
Applicant signature: [Signature] Date: 7/20/2023

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



Overview

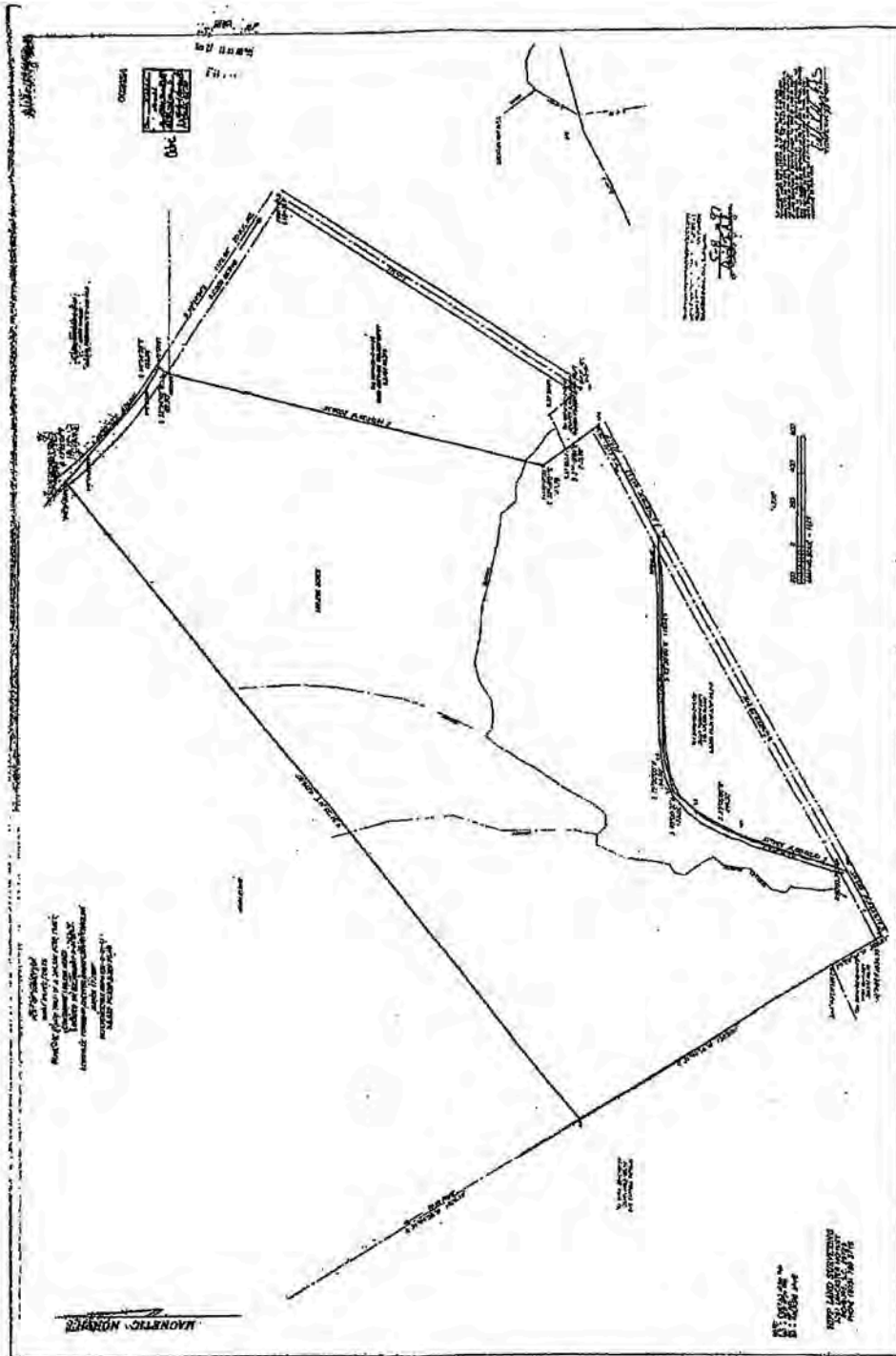


Parcel ID	106-00-00-121-000	Alternate ID	n/a	Owner Address	ECKLES THOMAS W AND
Sec/Twp/Rng	n/a	Class	LA		RALPH B ECKLES
Property Address		Acreage	180.392		131 SHOREHAM ROAD
					SPARTANBURG SC 29307
District	06				
Brief Tax Description	HWY 9 & HWY 909				
	(Note: Not to be used on legal documents)				

Date created: 9/26/2023
 Last Data Uploaded: 9/26/2023 2:10:19 AM

Developed by  **Schneider**
 GEOSPATIAL

6



FARM APPRAISAL CARD

SOUTH CAROLINA

CARD _____ OF _____ CARDS

COUNTY Chester

TAX MAP <u>106-0-0-121</u> 106-00-00-121-000 ECKLES THOMAS W AND RALPH B ECKLES 131 SHOREHAM ROAD SPARTANBURG SC 29307	DISTRICT	DATE OF APPRAISAL				APPRAISER		
	TRANSFERRED FROM	Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE
	MARGARET M. HENRY	717	020	182.296	C	5103	5-8-97	96E-12112
	Mary Wilkes Eckles <small>Recorded 1-5-02</small>	810	99	182.296	CAB	5105	12-28-01	\$
	WRT ECKLES Enterprises LP	1259	88	1.82296	CAB	5105	11-26-18	Name change
Mary Eckles Rev Trust	1279	300	1.82296	C	5-105	6-21-19	\$1.00	

PROPERTY LOCATION	GENERAL DATA	COST DATA	INCOME APPROACH	
St., Rt. & No. <u> Hwy 9 & Hwy 10</u>	Yr. Built	Land	Econ. Rent	Cap. Rate
City	Economic Life	Imp.	Expenses	Income
Use	Condition	L. H.	Net Inc.	Cap. Rate
Subdivision	Quality	Total	Land Inc.	Imp. Value
Legal Description	Annual Rent	Stamps	Imp. Inc.	Land Value
	Bldg. Permit <u>R2</u>	Old Map Ref.	Recap	Total Value
	Mort.	File No.	Int. Rate	

STANDARD CLASSIFICATION		PROPERTY DATA		LAND VALUATION					
NEIGHBORHOOD	TRANSPORTATION	LAND IMP.	UTILITIES	CLASS	ACRES	MARKET VALUE		USE VALUE	
Progressive	Paved Road	Buildings	Electricity	4T	102	Price per Acre	Total	Price per Acre	Total
Static	Earth Road	Pavement	Water			81	14748		
Regressive	Railroad	Fence	Gas				8262		
Old	Water	Landscaping	Sewer						
New	Airport	Well	All Utilities						

LAND			
Number of Acres <u>182 102</u>	Number of Lots	Number of Front Ft.	
Per Acre Value <u>750 2,000</u>	Per Lot Value	Per Front Ft. Value	
Value for Acres <u>14000</u>	Value for Lots	Value for Fr. Ft.	
Returned Area			
Legal Area <u>182.296</u>			
Planimetered Area			
Total Land Value			TOTAL 182 14750

ESTIMATED MARKET VALUE			
	Land Acres or Lots	Improvement	Total
Number	<u>182 102</u>		
Cost Approach			
Market Approach			
Income Approach			
Correlated Value			
Assessed %			
Reviewed by		Date	

LAND VALUATION BY YEAR				
	19 <u>02</u>	19 <u>07</u>	19 <u>00</u>	19 <u>06</u>
Market Value	<u>364,000</u>	<u>408,000</u>	<u>364,000</u>	<u>204,000</u>
Use Value	<u>14,250</u>	<u>4</u>	<u>19,700</u>	<u>8,250</u>
Difference				



Building & Zoning Department
1476 J A Cochran Bypass
Chester, SC 29706
Phone: (803) 581-0942
Fax: (855) 930-0979

Issued to:

Bridget Grant

100 North Tryon Street
Charlotte, NC 28202-4003

Receipt No. 7073

Date 08/18/2023
Cashier jchappell

Payment Items

Map Amendment Rezoning propert	\$300.00
	\$300.00

Form of Payment

Check	548619	\$300.00
		\$300.00

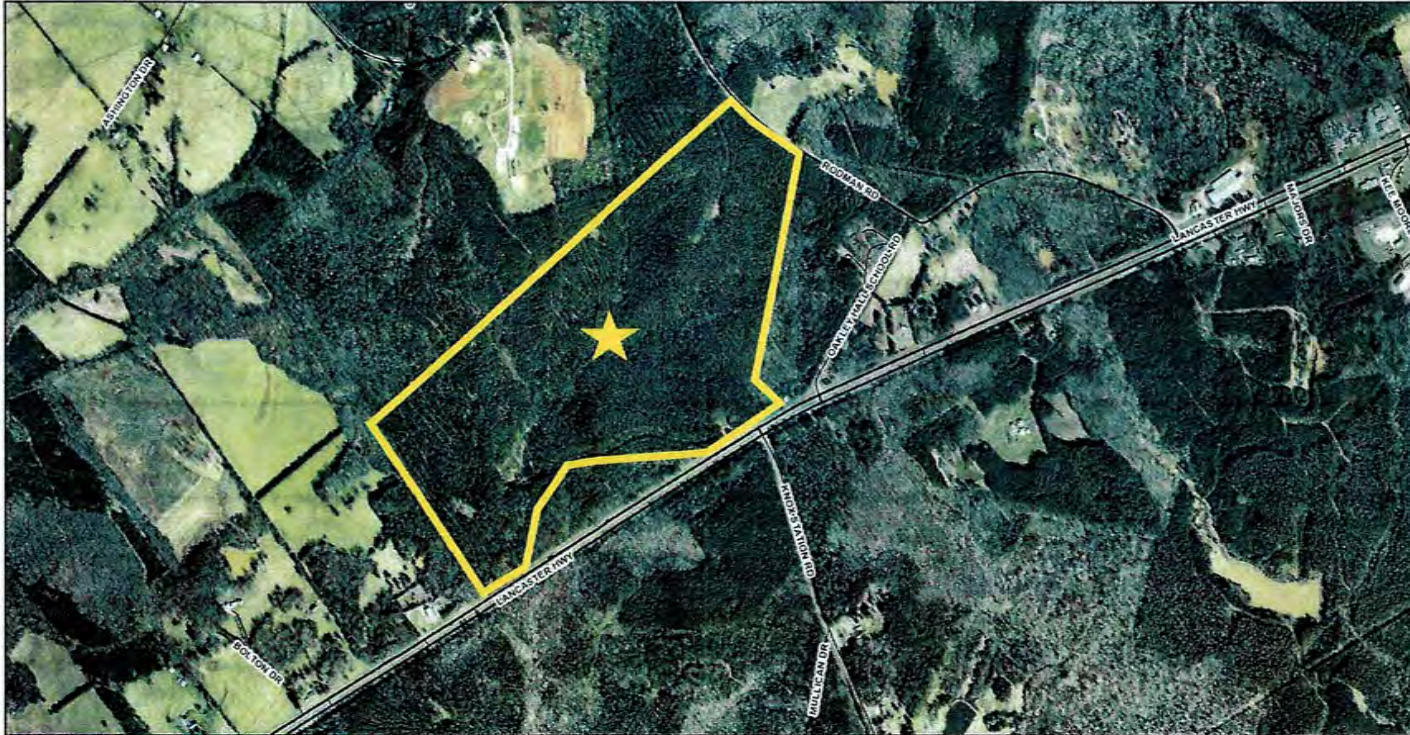
Thank you for your payment.

GRIFFIN LAND HOLDINGS, LLC LANCASTER HIGHWAY

PLANNING COMMISSION MEETING
SEPTEMBER 19, 2023

Moore & Van Allen

AERIAL SITE CONTEXT

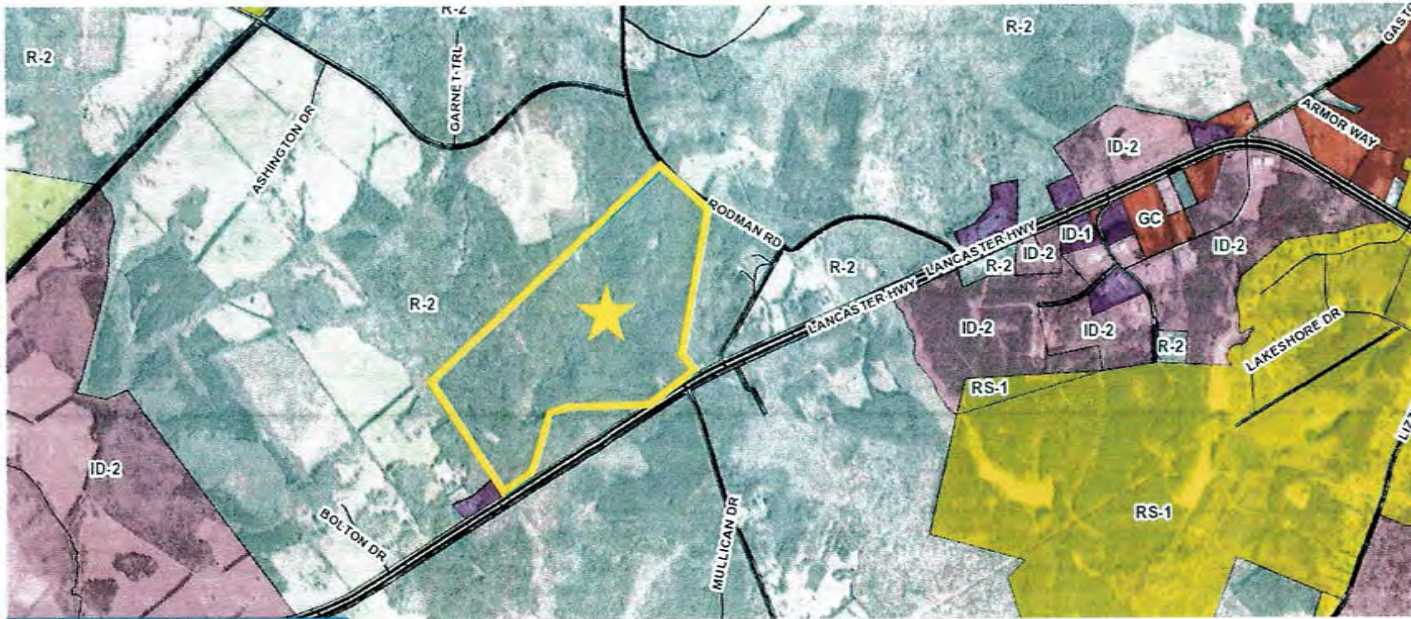


180.39 Acres

- Site is located north of the intersection at Lancaster Hwy and Knox Station Rd.

Moore & VanAllen

SITE LOCATION & ZONING



180.39 Acres

- The Site is zoned R-2
- Proposed zoning is ID-2 (Limited Industrial) to allow development of the site with industrial uses

Moore & VanAllen

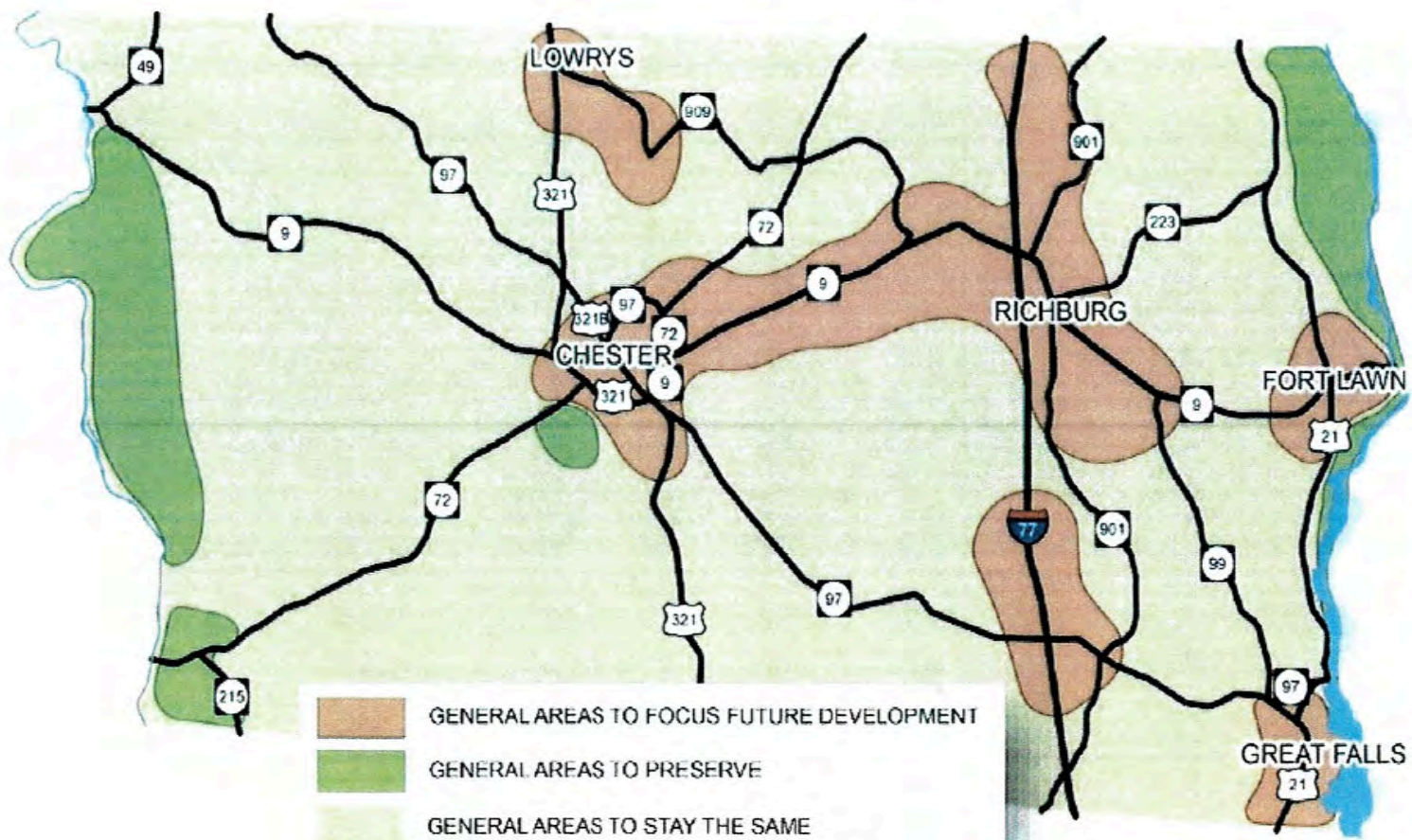
PROPOSED ZONING OVERVIEW & BENEFITS

- Zoning from R-2 (Rural Two) to ID-2 (Limited Industrial)
- Previous efforts to rezone the site to residential faced opposition; community suggested industrial uses
- No impacts on schools
- Typically lower “peak hour/rush hour” traffic
- Not project specific to allow for a range of options/flexibility to meet market demands
- Building on Chester County’s success in recent years
- Taking a proactive approach create highly marketable site. ***“Zoning-ready”***
 - *It’s a partnership to advance the goals to attract business*
 - *Great location for Tier 2 and Tier 3 suppliers*
 - *40 minutes north of Scout Motors (jobs)*
 - *This type of site can help Chester “win” opportunities*

CONSISTENT WITH COMPREHENSIVE PLAN

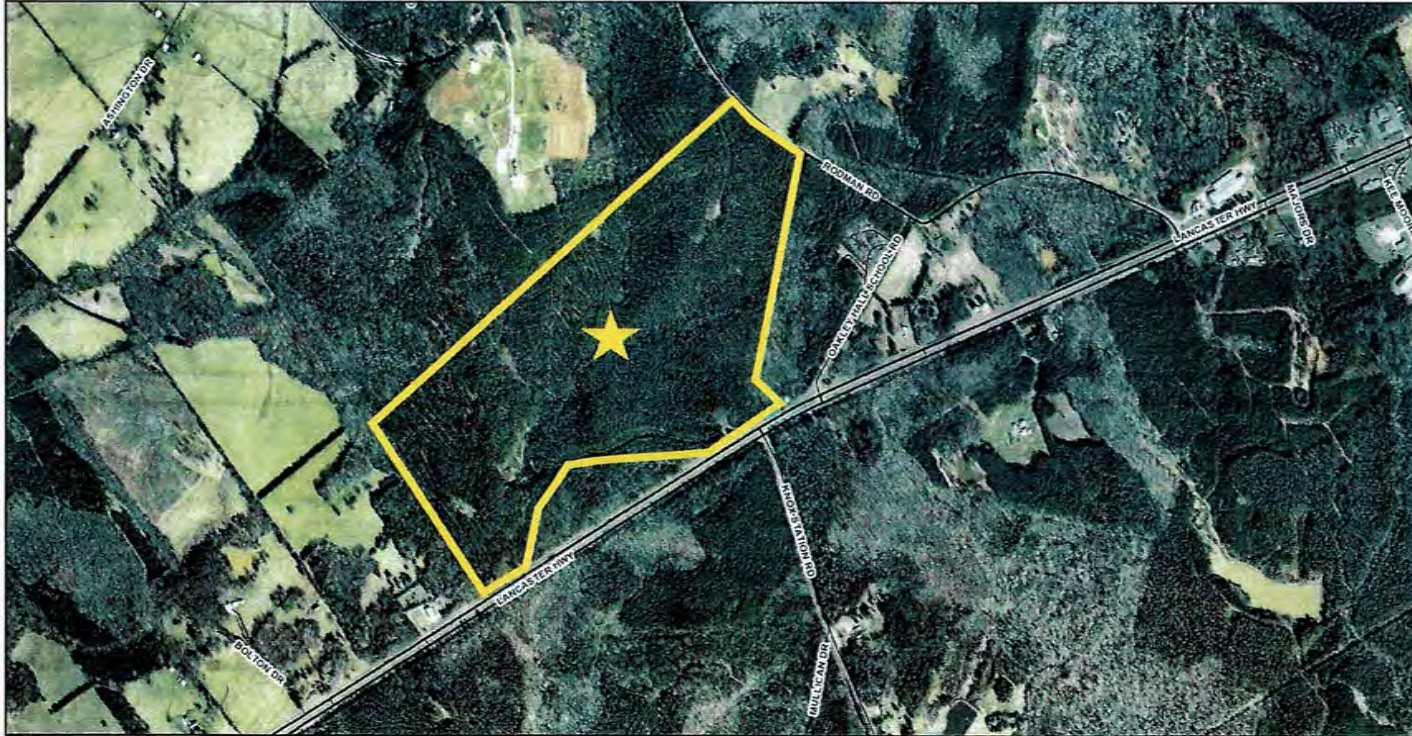
- “Protect existing industrial developments while promoting new industries and economic development opportunities.”
- “Continue to create an environment which leads to increased industrial investment for the Chester County economy.”
- “Promote the maintenance and development of recreation facilities . . . that support healthy lifestyles and combat chronic illnesses affecting Chester County Residents.”
- “Continue to support existing recreation assets . . .”

Where Should We Grow?



Moore & VanAllen

Rodman Sports Complex



- Sewer for future park expansion
- R/W dedication to provide connection between park and Rodman Road

Moore & VanAllen

CONCEPTUAL SITE PLAN



ID-2 (LIMITED INDUSTRIAL)

- ID-2 districts are intended for a general variety of medium industrial and commercial uses which do not create nuisances beyond the property boundaries.
- Permitted Uses include:
 - warehousing and logistics
 - centralized administrative offices
 - some manufacturing
 - agriculture and forestry
 - limited retail
- Prohibited Uses include:
 - animal processing
 - chemical manufacturing
 - hazardous waste,

THANK YOU

Moore&VanAllen

Chester County Planning Commission Minutes

November 21, 2023

CCMA23-16 Malissa P. Church request Tax Map #104-00-00-026-000 located at 1843 Greenarch Drive Rock Hill, SC, 29730 to be rezoned from Rural Two District (R2) to Rural One District (R1).

Malissa Church stated her address is 514 Oakland Avenue suite 100 Rock Hill SC 29730. This is family land that is being partitioned, it's approximately five acres. There had been a quit claim deeds within the family such that it is going to be divided into two parcels. One parcel with a little bit over three acres; one parcel with a little bit over one acre. The R2 designation requires a minimum parcel size of two acres. The use for my reading of the zoning ordinance is virtually identical between R2 and R1. So we are requesting this zoning change to allow the partition to be completed.

Alfonzo Weary stated his address 2344 South Fork Rd, Rock Hill address the same road. The question I want to find out is once you rezone this year I mean, how far will it , will it be for you know the next rezoning to take place? That's what I wanted to try to find out because I'm, my property just right down the road there. I'm just trying to find out you know, how much, know what, as far as the property coming from where it is now?

Chairman Raines stated not sure I understand your question you want to know when your property will be rezoned?

Mr. Wherry said Well, if the property is rezone from one R to the next R. I mean, in this you're saying five acres. So it's not going to it's not going to affect me, as of right now, but I mean, what are they ah, they ah, I would say the scenario is going down the road as far as.

Chairman Raines asked what can they do with their property once it's rezoned? Is what you're asking.

Mr. Wherry said they told me that there's gonna be a stick built for stick build or a modular home, right?

Chairman Raines stated yes.

Mr. Wherry said So the other property that's around that's what I'm trying to find out. You know, what will it.

Chairman Raines stated it will not affect those, it'll do it and the only reason it requesting is, is because they have I guess elected not to make two, two and a half acre lot or two requires at least two acres for that zoning classification, their request R1 for a smaller lot size, but everything else permitted, is identical for R1 and R2 as far as structures whether it be a stick built home or a mobile home or modular home, and there's various degrees of understanding of what those terms mean, versus in my world a trailer versus a mobile store bought house, you know, modular homes, come in on trucks. They're very well built in a factory setting much better than a stick-built home in some ways. But all of that is identical. The only thing is, is you can't have R2 with an acre of property for R2 you have to have two acres and that's the only differentiation between these two.

Mr. Wherry stated you had to have two acres.

Chairman Raines stated they can build a house on one acre under R1.

Mr. Wherry stated you can build a house.

Chairman Raines said a little over an acre, I think it's an acre and a half or something like that.

Mr. Wherry said in R1

Chairman Raines stated yes, in other piece properties were ground about three acres give or take a little bit.

Mr. Wherry said I guess that we're clear.

Chairman Raines said you shouldn't see any, it's not gonna affect any neighboring properties. I mean, you can build a house on it either way. That's it. You can't have a nightclub. You can't put any kind of commercial building in there. That's a totally different, they'd have to come back for this commercial and asked to rezone it.

Mr. Wherry stated it's just this piece of property here that's gonna go from one R to the next.

Chairman Raines stated that's correct. The one piece the bigger piece is gonna stay R2 which is what it is now. The smaller lot, acre and a half, round numbers is going to be R1. Everything else around that. The rest of that contiguous property that exists is a five-acre piece now is going to stay exactly like it is.

Mr. Wherry stated I guess that, that it worked for me.

Chairman Raines ask Larry Archie or anyone from the Archie family would like to speak, and they declined.

Chairman Raines motioned to approve, second by Commissioner Hough. Vote 5-0 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: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 11/21/2023 Case # CCMA23-16 Invoice # 7361

The applicant hereby requests that the property described to be rezoned from R2 to R1

Please give your reason for this rezoning request:

Plat is being partitioned into two parcels, one of which will be less than two acres. The current zoning does not permit parcels smaller than two Acres. The use will not change.

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: 1843 Greenarch Drive, Rock Hill, SC 29730
 Tax Map Number: 104-00-00-026-00 Acres: Total 4.997 acres

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

PLEASE PRINT:

Applicant (s): Malissa P. Church
Address 514 Oakland Ave., Ste. 100, Rock Hill, SC 29730
Telephone: [REDACTED] cell _____ work _____
E-Mail Address: Malissa P. Church

Owner(s) if other than applicant(s): Larry Archie, Deborah Washington, Cynthia Archie, Carmen Archie, Sharon Archie, Lydia Archie, Cedric Archie, Michelle Archie, and Myra Doukrou
Address: c/o Larry Archie, 1843 Greenarch Drive, Rock Hill, SC 29730
Telephone: [REDACTED] cell _____ work _____
E-Mail Address: _____

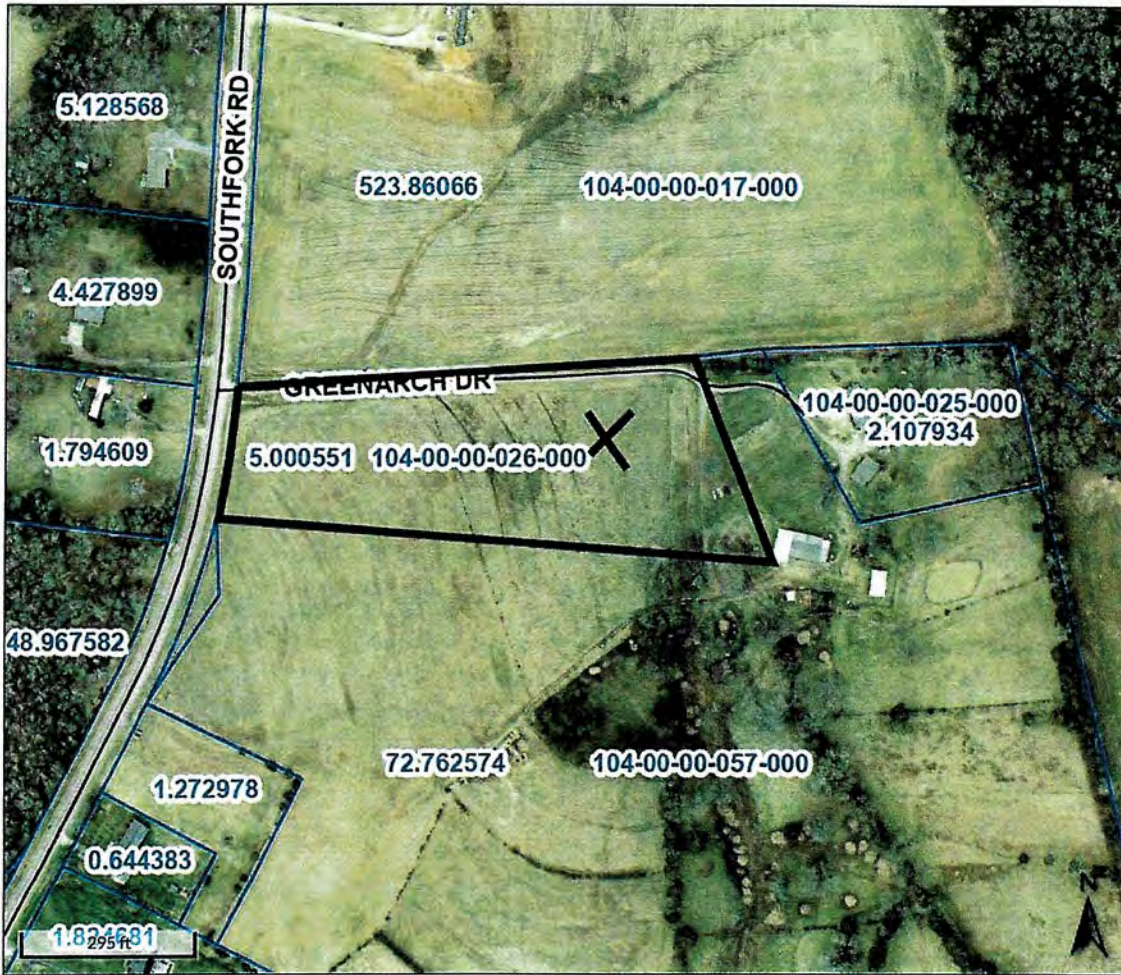
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: _____ Date: _____

Applicant signature: [Signature] Date: 10/17/2023

** Note, Applicant represents owner Larry Archie and signs on his behalf -redacted representation agreement attached

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



Overview



Parcel ID	104-00-00-026-000	Alternate ID	n/a	Owner Address	WOODS DORIS R- ETAL
Sec/Twp/Rng	n/a	Class	RN		% ARCHIE E B
Property Address	1843 GREENARCH DR	Acreage	5.001		1843 GREENARCH DRIVE
					ROCK HILL SC 29730
District	06				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 2/27/2023
 Last Data Uploaded: 2/27/2023 3:39:42 AM

Developed by  **Schneider**
 GEOSPATIAL

TAX MAP

SOUTH CAROLINA - COUNTY

CARD OF

CARDS

104-00-00-026-000		DISTRICT 25-1		DATE OF APPRAISAL 9				APPRAISER			
Doris R. Woods,		Transferred From		Date Recorded	Date of Sale	Deed Book	Deed Page	Plot Book	Plot Page	Acres or Lots	Sales Price
Essie B. Archie, James R. Archie, Larry H. Archie, Cynthia Archie Carmen Archie, Deborah Archie, Sharon Archie, Lydia Archie, Cedric Archie & Michelle Archie 104-00-00-020-000 %E.B. ARCHIE 1843 GREENARCH DR. ROCK HILL, SC 29730		S. L. Woods (P.O.) CENTRAL BANK of S. C.		July 4, 1942		306	205	6	140	2.8	1050
		James Abraham Archie - Deed of Dist		1-21-94	1-21-94	1652	142			5.00	7651200.00
		Juliette Archie - mt			9-25-20	1320	205			2.00	\$1
		Mary Faulk - mt			9-25-20	1520	219			5.00	\$1
GENE Vera Woods - mt				3/18/21		1336	107			5.00	Quitclaim
L. S. Woods - mt				3/18/21		1336	92			5.00	Quitclaim
Juliette Archie - mt		Quitclaim		5-25-21		1343	230			5.00	\$1.00
Vera Woods - mt		Quitclaim		5-25-21		1313	233			5.00	\$1.00
Mary Faulk - mt		Interest		6-21-21		1346	148			5.00	Quitclaim
The Archie - mt		Interest		7-21-21		1349	268			5.00	Quitclaim
Bldg. Permit		Old Map Ref.		Recap		Total Value					
Mart.		File No.		Int. Rate							
PROPERTY DATA					LAND CLASSIFICATION						
Neighborhood	Transportation	Land Imp.	Utilities	Topography	Land Class	No. of Acres	Value Per Acre	Value Per Class			
Progressive	Paved Road	Buildings	Electricity	Level	Open Land						
Static	Earth Road	Pavement	Water	High							
Regressive	Railroad	Fence	Gas	Low							
Old	Water	Landscaping	Sewer	Rolling							
New	Airport	Well	All Utilities	Swampy							
LAND					LOT SIZE						
Number of Acres 1.67		Number of Lots 217		Front		Timberland					
Per Acre Value		Number of Front Ft. House Ave - #7,000		Depth							
Value for Acres		Per Lot Value		Rear							
Returned Area 5.00		Per Front Ft. Value									
Legal Area 5.00		Value for Lots		Total							
Planimetered Area 5.00		Value for Fr. Ft.		Remarks & Description							
Total Land Value				1977-76 ac 1 rdg - 30,100							
197 ESTIMATED MARKET VALUE											
	Land Acres or Lots	Improvement	Total								
Number	1.67										
Cost Approach	17,400	7,400	24,800								
Market Approach	27,200		27,200								
Income Approach											
Capitalized Value	9,500	6,000	15,500								
Appeal Value											
Assessed	% 06 27,200										
Reviewed by	2020 RA 30,000	Date	Property Classification	Zoning							

1350
762 5th 894
203

TRACT # 2

Owner and Location 53

Next Year (2024) Changes

Search Options: Map Number: Real History Year:

Name_1: Other Map Number:

Alerts: Has Additional Comments

Owner Information

Post Initials: <input type="text" value="HD"/>	Reason for Change: <input type="text"/>	Activity Date: <input type="text" value="07/21/2021"/>
Name 2: <input type="text" value="ARCHIE E B"/>		Land Value: <input type="text" value="27,300"/>
Address 1: <input type="text" value="1843 GREENARCH DRIVE"/>		Building Value: <input type="text"/>
Address 2: <input type="text" value="ROCK HILL SC"/>		Total Market Value: <input type="text" value="27,300"/>
Zip Code: <input type="text" value="29730"/>		Total Tax Value: <input type="text" value="27,300"/>

Codes

District: <input type="text" value="06"/>	Fire Code: <input type="text" value="LE"/> LEWIS
Town: <input type="text"/>	Neighborhood: <input type="text" value="R2"/> RURAL 2
Subdivision: <input type="text"/>	Use Class: <input type="text"/>
Description: <input type="text"/>	
Legal: <input type="text" value="SOUTHFORK RD"/>	

Location

Street Number: Street Name: Suffix: Direction:

Additional Information

Appraisal Appeal: <input type="text"/>	Owner Occupied: <input type="text"/>	TIF: <input type="checkbox"/>	Base: <input type="text"/>
Agricultural Use: <input type="text"/>	Reappraisal Notice: <input type="text"/>	MCIP: <input type="checkbox"/>	Industrial Park ID: <input type="text"/>
Rollback: <input type="text"/>		Exempt: <input type="checkbox"/>	

Scroll by: MAP#

PLAT OF SURVEY FOR
LARRY H. ARCHIE, ETAL
LEWISVILLE TOWNSHIP, CHESTER COUNTY, SOUTH CAROLINA
MAY 5, 2023

REFERENCE TAX MAP#104-0-0-26
D.B.852 PG.142;P.B."0"PG.140
4.988 ACRES
OCTOBER 26, 2023

TAX MAP#104-0-0-17
MARY C. CROWDER
D.B.420 PG.442;P.B."1"PG.191

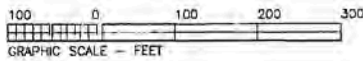
TAX MAP#104-0-0-57
THE ARCHIE FAMILY
PROPERTY TRUST
D.B.783 PG.7;P.B.489 PG.900

MAGNETIC NORTH

T.M.#104-0-0-126
CORA ARCHIE
D.B.724P.6-79;P.B.1 PG.785

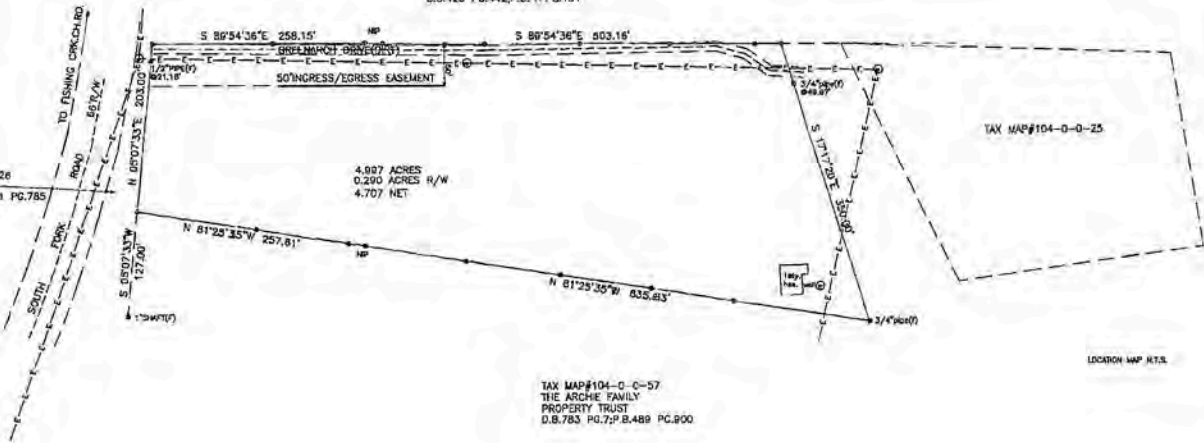
NOTE:
X = EXISTING IRON PIN
NIP = NEW IRON PIN
PK = PK NAIL
RR = RAILROAD SPIKE
P.P. = PINCHED PIPE
UNLESS NOTED ALL CORNERS ARE #5 REBAR(S)(NIP)

HIPP LAND SURVEYING, INC.
P.O. BOX 87
RICHBURG, S.C. 29729
PHONE 803-789-3716



THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY PERFORMED UNDER THE SUPERVISION OF WILLIAM V. HIPP AND WAS COMPLETED ON THE DATE SHOWN ABOVE. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE VARIOUS ORDINANCES WHICH GOVERN THE PRACTICE OF LAND SURVEYING AS ADOPTED UNDER THE CODE OF LAWS OF SOUTH CAROLINA TITLE 46 CHAPTER 25 AND 19 OF CLASS "A" STANDARD. THE AREA OF SHOWING WAS DETERMINED USING THE C.M.D. METHOD. MEASUREMENTS WERE REDUCED AS STIPULA ENCROACHMENTS ARE AS SHOWN. UNLESS NOTED OTHERWISE ARE NOT WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO FEMA MAPS.

WILLIAM V. HIPP, P.L.S. 17887





Malissa Church
LAW

514 Oakland Ave., Suite 100 - Rock Hill, SC 29730
[REDACTED]

Malissa Church, Esquire
[REDACTED]

February 7, 2023

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

RE: Zoning Change – Portion of 104-00-00-026 (Lewisville Township)

To Whom It May Concern:

I represent Mr. Larry Archie, who has filed a petition for partition in kind of the above-referenced property. It is pending in the Chester County Court of Common Pleas under 2021CP120330. Mr. Archie is seeking to have the property divided into two lots, one with his share and a second lot with the portion of the co-owners. The property is zoned R2 and we know that the zoning for the proposed partitioned section must change to R1 because it will be smaller than 2 acres.

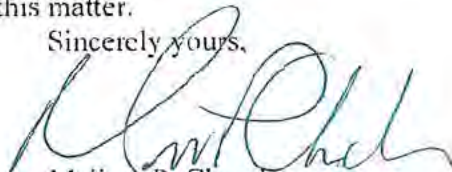
We are petitioning for a permitted change in zoning so that we may proceed and seek the partition of the property as shown on the proposed plat. There are no plans to change the use of either parcel, which is presently used for agricultural and living purposes. This request is to facilitate the division under the partition.

I enclose the \$150 filing fee, the proposed plat, and a redacted copy of my representation agreement with Mr. Archie to show I am authorized to file this on his behalf.

Please contact me if you have any questions or concerns.

Thank you for your assistance in this matter.

Sincerely yours,


Malissa P. Church
Attorney at Law

Enclosures



Malissa Church
I.A.W.

514 Oakland Ave., Suite 100 - Rock Hill, SC 29730
[REDACTED]

Malissa Church, Esquire
[REDACTED]

September 14, 2023

Mike Levister
Chester County Department of Planning, Building, & Zoning
1476 J.A. Cochran Bypass
Chester, SC 29706

RE: Archie Family Land Zoning Change – Portion of 104-00-00-026 (Lewisville Township)

Dear Mr. Levister,

I am writing to you to request that the zoning change matter for my client be placed on the next meeting docket. Mr. Archie is seeking to have the property divided into two lots, one with his share and a second lot with the portion of the co-owners. To do divide the lots, we will need to change the zoning from R2 to R1 as the proposed partitioned section will be smaller than 2 acres. There are no plans to change the use of either parcel, which are presently used for agricultural and living purposes. This request is to facilitate the division under the partition.

Per our emails, I have included the Acceptance of Service documents from the owners of the second plat. This document states they have received the information and their approval of the zoning change. I would formally notify all owners of the property of the meeting date and time, and I would provide a means for them to join us by Zoom as they all live out-of-state.

Please contact me if you have any questions or concerns. Thank you for your assistance in this matter.

Sincerely yours,

Malissa P. Church
Attorney at Law

Enclosures



Malissa Church
LAW

514 Oakland Ave., Suite 100 - Rock Hill, SC 29730
[REDACTED]

Malissa Church, Esquire
[REDACTED]

October 17, 2023

Mike Levister
Chester County Department of Planning, Building, & Zoning
1476 J.A. Cochran Bypass
Chester, SC 29706

RE: Archie Family Land Zoning Change – Portion of 104-00-00-026 (Lewisville Township)

Dear Mr. Levister,

I attach for filing a new Zoning Map Amendment Application, the re-drawn plat, and the filing fee. In September, we sent your office the documents from all other co-owners stating they agree with the zoning change. I believe everything is now submitted so that we can be placed on the November meeting schedule.

Please confirm we are on the November meeting schedule and I will notify the all owners the meeting date and time, and provide a means for them to join us by Zoom as they all live out-of-state.

Please contact me if you have any questions or concerns. Thank you for your assistance in this matter.

Sincerely yours,

Malissa P. Church
Attorney at Law

Enclosures

STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	
)	

Personally appeared before me, Cedric Archie, who being duly sworn, says as follows:

1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before me this 11th of September, 2023.


 Cedric Archie

Notary Public for South Carolina (State)

My Commission Expires: 3/16/2028



STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	

Personally appeared before me, Michelle Archie, who being duly sworn, says as follows:

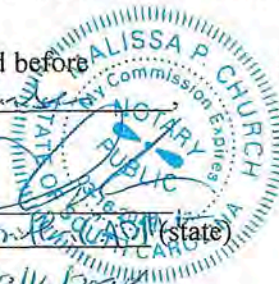
1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before
me this 11th of September
2023.

Notary Public for South Carolina (state)

My Commission Expires: 5/16/2028

Michelle Archie
Michelle Archie



STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	

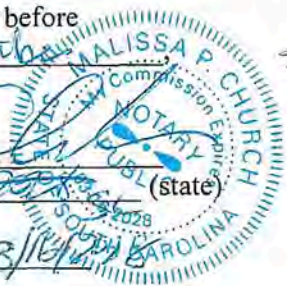
Personally appeared before me, Sharon Archie, who being duly sworn, says as follows:

1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before
me this 11th of September
2023.

Notary Public for 3116/2028
M.L. (State)

My Commission Expires: 3/16/2028




Sharon Archie
Sharon Archie

STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	

Personally appeared before me, Lydia Archie, who being duly sworn, says as follows:

1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before
me this 11th of September
2023.


Notary Public for South Carolina (State)


Lydia Archie

My Commission Expires: 3/18/2028

STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	

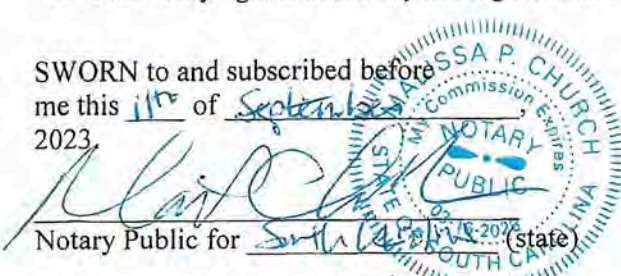
Personally appeared before me, Carmen Archie, who being duly sworn, says as follows:

1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before
me this 11th of September
2023.

Notary Public for South Carolina (state)

My Commission Expires: 3/16/2028



Carmen M. Archie
Carmen Archie

STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	
)	

Personally appeared before me, Cynthia Archie, who being duly sworn, says as follows:

1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before me this 11th of September 2023.

Notary Public for South Carolina (state)

My Commission Expires: 3/16/2028



Cynthia Archie
 Cynthia Archie

Dawson

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

) IN THE SIXTH JUDICIAL CIRCUIT
)
)

Larry H. Archie

)

Petitioner,

)

CASE NUMBER: 2021-CP-12-00330

-vs.-

)

ACCEPTANCE OF SERVICE

Deborah Washington, Cynthia Archie,
Carmen Archie, Sharon Archie, Lydia Archie,
Cedric Archie, Michelle Archie, Morris
Woods as heir-at-law to Doris Woods
(Deceased), and Myra Doukrou, as heir-at-
law to Doris Woods (Deceased),

)

)

)

)

)

)

Respondents.

)

)

)

Personally appeared before me, Myra Doukrou, who being duly sworn, says as follows:

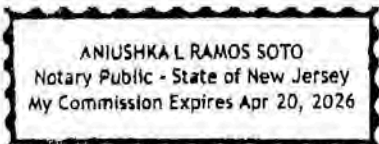
1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before
me this 18 of August,
2023.

Myra Doukrou
Myra Doukrou

Aniushka L. Ramos Soto
Notary Public for New Jersey (state)

My Commission Expires: Apr 20 2026





Building & Zoning Department
1476 J A Cochran Bypass
Chester, SC 29706
Phone: (803) 581-0942
Fax: (855) 930-0979

Issued to:

MALLISSA CHURCH
Butler & Church Law, LLC
514 OAKLAND AVE , SUITE 100
ROCK HILL, SC 29730

Receipt No. 7361

Date 10/26/2023
Cashier kdavis

Payment Items

Map Amendment REZONING APPLICATION	\$150.00
	<u>\$150.00</u>

Form of Payment

Check	1799	\$150.00
		\$150.00

Thank you for your payment.

Chester County Planning Commission Minutes

November 21, 2023

**CCTA23-04 GC – Chester County Zoning Ordinance – Text Amendments
General Commercial Regulations CONDITIONAL USE Chapter 4 § 4-117**

Recommendation to add New Text: GC General Commercial District Regulations

6. Meat Processing (Deer Meat Only), provided all following conditions are met: a. structure in which processing takes place must be 100 feet from property lines; b. during processing deer carcasses, must not be visible from public view. c. all remains must be discarded in accordance with applicable DHEC regulations.	311612	Meat Processing (limited to deer meat)	1 for each 300 square feet of floor area
--	--------	--	--

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



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

ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 11-21-23 Case # CC TA 23-04 Invoice # NONE

NAICS CODE Number: 311612

APPLICANT INFORMATION

NAME: Mike Levister

MAILING ADDRESS: Street/PO Box/Town/State/Zip

P.O. Box 580

Chester, S.C. 29706

Telephone Number(s): Home _____ Work 803-385-0421 Cell _____

SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:

GC – General Commercial District Use. Chapter 4 §4-117 Conditional Uses

REASON FOR PROPOSED TEXT CHANGE:

The County Administrator had a recommendation from Council Member Joe Branham to add Meat Processing (Deer Meat Only) NAISC Code 311612 as a Conditional Use in GC – General Commercial Chapter 4§4-117.

Applicant (s) Signature: _____

A handwritten signature in blue ink, appearing to read "Mike Levister".

Date: 9-28-2023

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

CURRENT Chapter 4 DISTRICT REGULATIONS

§ 4-117 GC - General Commercial District Uses.

<p align="center">GC <u>CONDITIONAL USES</u> [approved by Zoning Administrator if all conditions are met]</p>	<p align="center">NAICS CODE</p>	<p align="center">NAICS DESCRIPTION</p>	<p align="center">PARKING SPACES REQUIRED</p>
<p>1. Communications tower, see Chapter 5, Supplemental Regulations</p>	<p align="center">5133</p>	<p align="center">Communications</p>	<p align="center">1 space</p>
<p>2. Temporary Christmas tree sales, on vacant lot for a period not to exceed 45 days</p>	<p align="center">N/A</p>		<p align="center">None</p>
<p>3. Contractor's office & equipment shed, provided all following conditions are met: a. used in connection with construction on premises; b. must not cause traffic congestion or nuisance; c. for term up to one (1) year; may be renewed once.</p>	<p align="center">N/A</p>		<p align="center">1 for each 300 square feet of office area.</p>
<p>4. Manufacturing goods for retail sale on premises, provided all following conditions are met: a. accessory to retail use on same premises; b. process is contained inside permitted structure;</p>	<p align="center">N/A</p>		<p align="center">No additional</p>
<p>5. Veterinary services, provided animals are kept inside buildings at night.</p>	<p align="center">54194</p>	<p align="center">Veterinary services</p>	<p align="center">1 per 200 square feet of gross office area</p>
<p>6. Kennels, pet care services, provided animals are kept inside buildings</p>	<p align="center">81291</p>	<p align="center">Pet care services</p>	<p align="center">1 per 200 square feet of gross office area</p>
<p>7. Dwelling unit in a business structure, provided all following conditions are met: a. dwelling unit must be on a level above the grade level floor within a permitted principal use building; b. dwelling units must have access to a street as required by building and fire codes.</p>	<p align="center">814</p>	<p align="center">Private dwelling</p>	<p align="center">1 for each dwelling unit in excess of 2 units per building</p>

PROPOSED Chapter 4 DISTRICT REGULATIONS

§ 4-117 GC - General Commercial District Uses.

GC <u>CONDITIONAL USES</u> [approved by Zoning Administrator if all conditions are met]	NAICS CODE	NAICS DESCRIPTION	PARKING SPACES REQUIRED
1. Communications tower , see Chapter 5, Supplemental Regulations	5133	Communications	1 space
2. Temporary Christmas tree sales , on vacant lot for a period not to exceed 45 days	N/A		None
3. Contractor's office & equipment shed , provided all following conditions are met: a. used in connection with construction on premises; b. must not cause traffic congestion or nuisance; c. for term up to one (1) year; may be renewed once.	N/A		1 for each 300 square feet of office area.
4. Manufacturing goods for retail sale on premises , provided all following conditions are met: a. accessory to retail use on same premises; b. process is contained inside permitted structure;	N/A		No additional
5. Veterinary services , provided animals are kept inside buildings at night.	54194	Veterinary services	1 per 200 square feet of gross office area
6. Meat Processing (Deer Meat Only), Provided all following conditions are met: a. structure in which processing takes place must be 100 feet from property lines; b. during processing deer carcasses, must not be visible from public view; c. all remains must be discarded in accordance with applicable DHEC regulations.	311612	Meat Processing (limited to deer meat)	1 for each 300 square feet of floor area
7. Kennels, pet care services , provided animals are kept inside buildings	81291	Pet care services	1 per 200 square feet of gross office area
8. Dwelling unit in a business structure , provided all following conditions are met: a. dwelling unit must be on a level above the grade level floor within a permitted principal use building; b. dwelling units must have access to a street as required by building and fire codes.	814	Private dwelling	1 for each dwelling unit in excess of 2 units per building

November 21, 2023

CCTA23-05 Chapter 3§3-107 Accessory Structure Application- Text Amendment

Recommendation to add New Text: New text to be added is in Red.

**Zoning Ordinance
Chester County
South Carolina**

**Chapter 3
§ 3-107**

Proposed New Text

**§ 3-107 Accessory Structure
Application**

- a. No accessory structure or building shall be constructed prior to construction of the principle building on the lot. Buildings intended to serve as accessory structures constructed prior to the principal buildings shall be considered the principal building and shall meet all applicable district and building code regulations. (Exception: Property classified as Agriculture use in the Tax Assessor's Office)
- b. Accessory structures shall be located in the rear or sides of the principal building and shall meet accessory yard setbacks and applicable district regulations. **However, automobile garages and carports shall be allowed to be in front of the principal building by meeting the front yard setback for the applicable district.**
- c. Manufactured or Mobile Homes cannot be used as accessory units.
- d. Accessory buildings shall occupy the same lot as the principal building unless identified as agriculture use.

Chairman Raines stated and that is also a request from the County manager.

Planning Director Mike Levister stated that was a recommendation that was presented to the county council on October 16 from a citizen.

Chairman Raines stated that a citizen requested that.

Planning Director Mike Levister stated then it came down from County Council to the Administrator.

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



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

ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 11-21-23 Case # CCTA23-05 Invoice # NONE

NAICS CODE Number:

APPLICANT INFORMATION

NAME: Mike Levister

MAILING ADDRESS: Street/PO Box/Town/State/Zip

P.O. Box 580

Chester, S.C. 29706

Telephone Number(s): Home _____ Work 803-385-0421 Cell _____

SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:

Chapter 3 § 3-107 Accessory Structure Application

REASON FOR PROPOSED TEXT CHANGE:

Edward E. Hartis addressed County Council on October 16, 2023, for a text amendment to the location of accessory structures in the Chester County Zoning Ordinance Chapter 3 § 3-107 Accessory Structure Application. The County Administrator had a recommendation from Council Members to propose a text amendment to Chapter 3 § 3-107 on the location of accessory structures (Garages and Carports).

Applicant (s) Signature:  Date: 10-25-2023

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

Current Text

**§ 3-107 Accessory Structure
Application**

- a. No accessory structure or building shall be constructed prior to construction of the principle building on the lot. Buildings intended to serve as accessory structures constructed prior to the principal buildings shall be considered the principal building and shall meet all applicable district and building code regulations. (Exception: Property classified as Agriculture use in the Tax Assessor's Office)
- b. Accessory structures shall be located in the rear or sides of the principal building and shall meet accessory yard setbacks and applicable district regulations.
- c. Manufactured or Mobile Homes cannot be used as accessory units.
- d. Accessory buildings shall occupy the same lot as the principal building unless identified as agriculture use.

Proposed New Text

**§ 3-107 Accessory Structure
Application**

- a. No accessory structure or building shall be constructed prior to construction of the principle building on the lot. Buildings intended to serve as accessory structures constructed prior to the principal buildings shall be considered the principal building and shall meet all applicable district and building code regulations. (Exception: Property classified as Agriculture use in the Tax Assessor's Office)
- b. Accessory structures shall be located in the rear or sides of the principal building and shall meet accessory yard setbacks and applicable district regulations. However, automobile garages and carports shall be allowed to be in front of the principal building by meeting the front yard setback for the applicable district.
- c. Manufactured or Mobile Homes cannot be used as accessory units.
- d. Accessory buildings shall occupy the same lot as the principal building unless identified as agriculture use.

Chester County Planning Commission Minutes

December 19, 2023

CCMA23-17 Kabelo Ramatapa request Tax Map #079-01-10-011-000 off Saluda Road, located behind 2051 J A Cochran Bypass, Chester, SC 29706 to be rezoned from Single Family Residential District (RS-1) to General Commercial District (GC).

Vice Chairman Hill stated you have approached the podium and asked him to state his name and address for the record.

Kabelo Ramatapa stated my address is 5029 Milton Bend Road, Charlotte, North Carolina. I do intend on becoming a permanent resident here because I do have real estate here and I do own houses here in Chester.

Vice Chairman Hill stated you want this to become from single family residential to general commercial?

Mr. Ramatapa said yes.

Vice Chairman Hill stated Is there anyone in the audience who wishes to speak in favor of the request?

Brittany Grant stated she lives at 2098 Marshall Buyers Road, Chester, SC 29706.

Vice Chairman Hill stated you may continue, and you are speaking in favor.

Ms. Grant stated I'm speaking in favor. I'm the property owner. I'm in a contract with Mr. Kabelo to purchase the property. There's two parcels of property. The front parcel is 2051 J. A. Cochran Bypass, and that property is GC. There's multiple properties surrounding it, that's also GC. And there's a second parcel behind 2051, the 79-01-10-011 is 1.584 acres and we would wish to have that rezoned. Mr. Kabelo has plans for that property. I'll let him speak to that.

Mr. Ramatapa stated okay, so on the property, ah sorry, my hearing is quite a little bit and if I have an accent, please forgive me. The property sits on a very strategical like, resident. It's on the main road coming to Chester. When I first came to Chester, looking for real estate, that property really got my attention and the way it's located. I looked at the property and I got in touch with the realtor, and they told me that behind it, it's a residential zoning. So, I thought that if we can rezone it into GC, which is general commercial, I want to the long-term vision for it for now. We want to use it for a parking to have a place there. Probably have a firm, a place that accommodates family where people can come and enjoy, watch sports in the main building. But what we plan on doing with the land is to develop a strip mall with much smaller spaces. Because what ends up happening is that most strip malls have a larger square footage. So, an average person who wants to do business cannot afford the rent. So, I want to develop a much smaller space for a normal person who wants to start a business so that they can afford to pay rent in my strip mall that we are about to build, to empower small businesses. Because if you look at all the strip malls, they are about 1500 square feet, or 2000 square feet, so people are forced to pay

huge amounts of rent. So, we want to comprise a space, have little spaces that are strip mall that an average person can afford. That will also help stimulate the economy of Chester.

Vice Chairman Hill asked if there were any questions from the commission members. There was none.

Vice Chairman Hill stated If no further comments from you, and you may be seated, we'll do the vote. Fellow commissioner members you heard the very thorough explanation of his intent to how he's going to use the property.

Commissioner Hough motioned to approve, second by Commissioner Josey. Vote 6-0 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: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 12-19-23 Case # CCMA23-17 Invoice # 7436

The applicant hereby requests that the property described to be rezoned from RS-1 to Commercial (G.C)

Please give your reason for this rezoning request:
The current location is visible, one main entrance to Chester and its next other commercial business.

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: 722511 / 722410

Property Address Information

Property address: Saluda Road - property located behind 2051 J.A. Cochran Bypass
Tax Map Number: 079-01-10-011 Acres: 1.584

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

PLEASE PRINT:

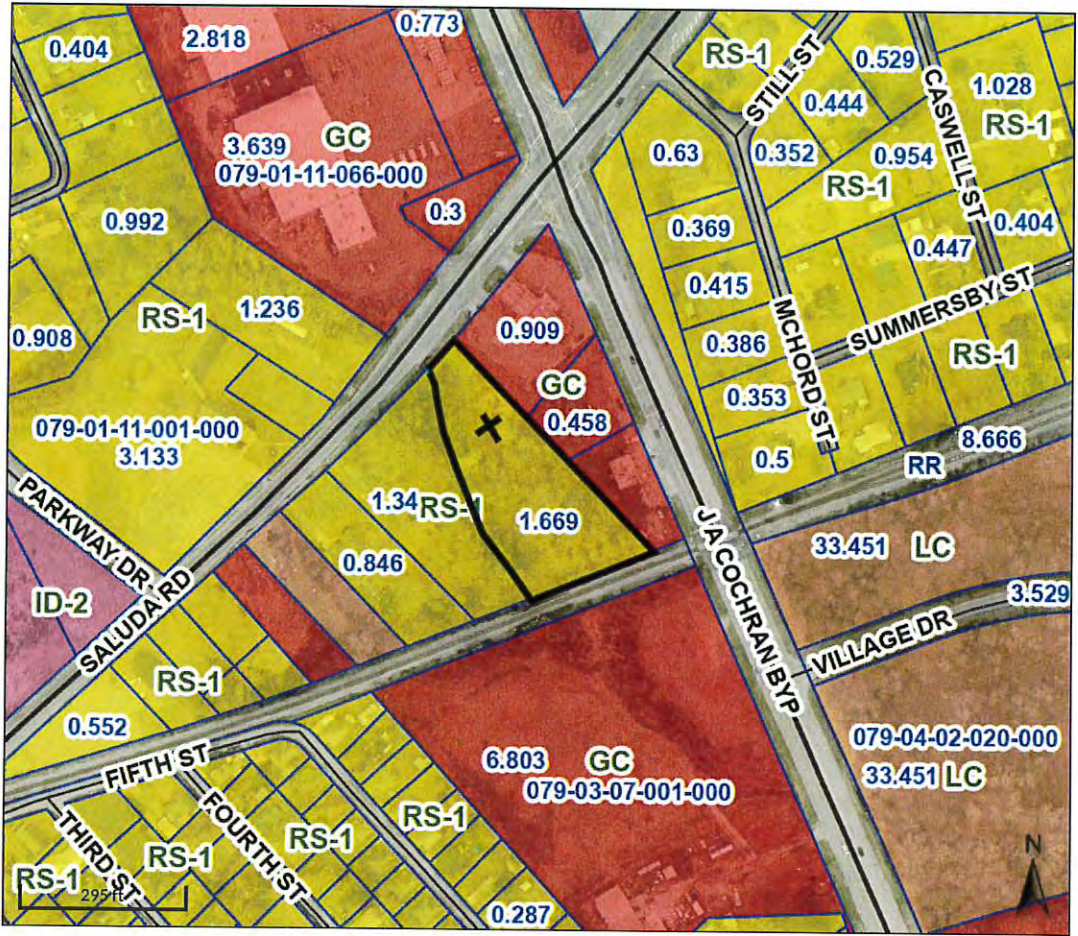
Applicant(s): Kahelo Ramatapa
Address: 533 Ball Park Drive, Chester, SC 29702
Telephone: [redacted] cell [redacted] work [redacted]
E-Mail Address: [redacted]

Owner(s) if other than applicant(s): Ronald J Clark, Sr. Estate by Brittany C Grant PR
Address: 2098 Marshall Bypass Road, Chester, SC 29706
Telephone: [redacted] cell [redacted] work [redacted]
E-Mail Address: [redacted]

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: Brittany C Grant, PR Date: 11/17/2023
Applicant signature: [Signature] Date: 11/17/2023

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



Overview

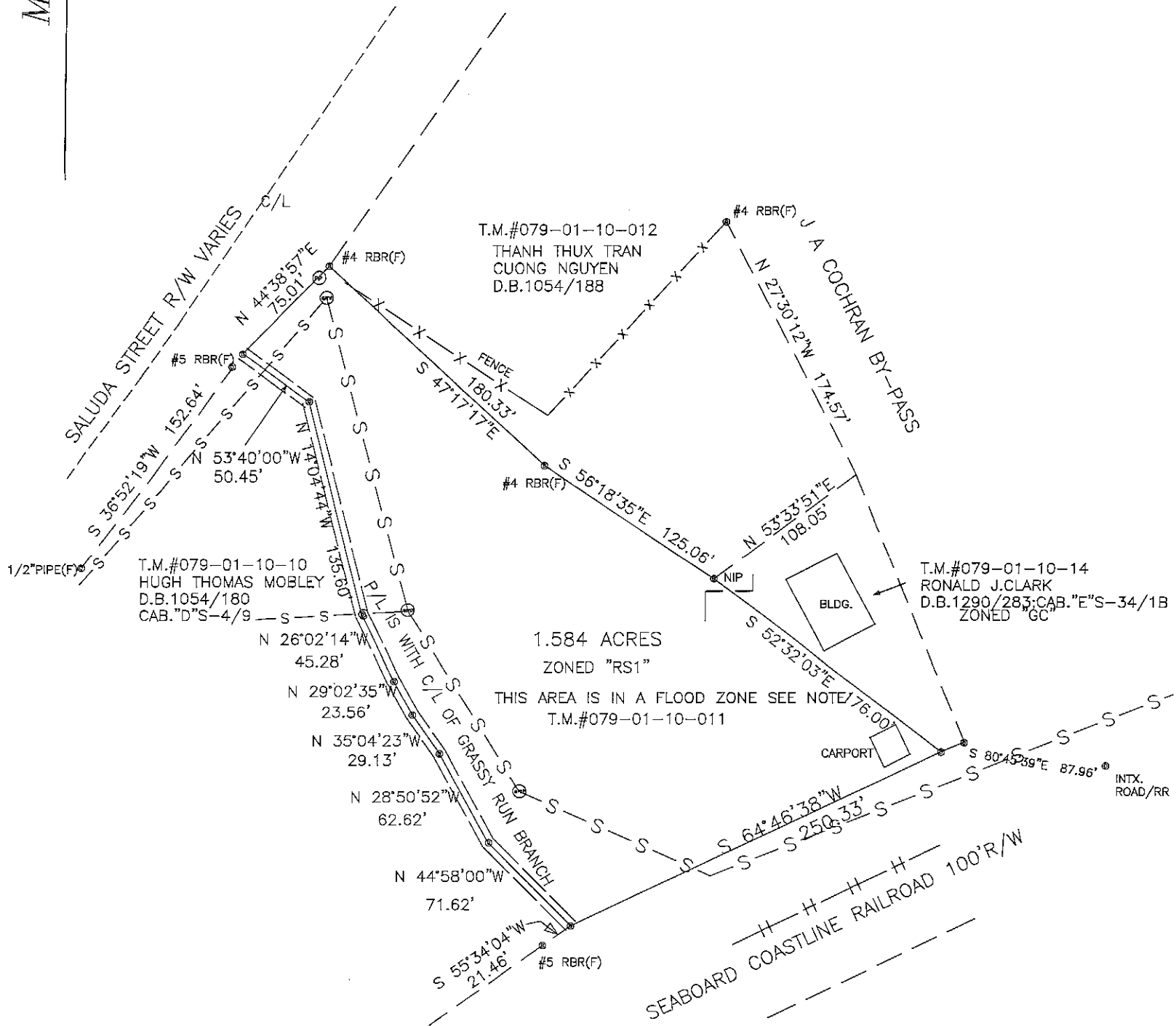


Parcel ID	079-01-10-011-000	Alternate ID	n/a	Owner Address	CLARK RONALD J
Sec/Twp/Rng	n/a	Class	RN		1134 ROSS RD
Property Address		Acreage	1.669		BLACKSTOCK SC 29014
District	02				
Brief Tax Description	SALUDA RD				
	(Note: Not to be used on legal documents)				

Date created: 11/20/2023
 Last Data Uploaded: 11/20/2023 2:10:09 AM

PLAT OF SURVEY FOR
 RONALD J. CLARK
 CHESTER TOWNSHIP, CHESTER COUNTY
 SOUTH CAROLINA
 MAY 11, 20220
 REFERENCES; TAX MAP #079-01-10-011
 D.B. 1227 PG. 76
 REVISED; NOVEMBER 9, 2023

MAGNETIC NORTH

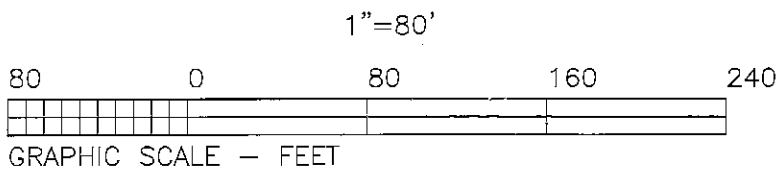


** ACCORDING TO FEMA MAP #450023C0202C
 DATED 9/16/11 THIS LOT IS IN A FLOOD ZONE

NO NEW LOTS OR LINES ESTABLISHED

NOTE:
 EIP = EXISTING IRON PIN
 NIP = NEW IRON PIN
 PK = PK NAIL
 RR = RAILROAD SPIKE
 P.P. = PINCHED PIPE

HIPP LAND SURVEYING, INC.
 3574 VICTORIAN HILLS DRIVE
 RICHBURG, S.C. 29729
 PHONE (803) 789 3716



THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY PERFORMED UNDER THE SUPERVISION OF WILLIAM V. HIPPI AND WAS COMPLETED ON THE DATE SHOWN ABOVE. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED UNDER THE CODE OF LAWS OF SOUTH CAROLINA, TITLE 40, CHAPTER 21, AND IS OF CLASS - A STANDARD. THE AREA (IF SHOWN) WAS DETERMINED USING THE D.M.D. METHOD. BEARINGS WERE RECKONED AS SHOWN. ENCROACHMENTS ARE AS SHOWN, UNLESS NOTED STRUCTURES ARE NOT WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO FEMA MAPS.

WILLIAM V. HIPPI, P.L.S. 17567



Next Year (2024) Changes



Search Options

Map Number Real History Year
 Name 1 [Other Map Number](#)

Alerts

Has Additional Comments

Owner Information

Post Initials Reason for Change Activity Date
 Name 2
 Address 1 Land Value
 Address 2 Building Value
 Zip Code Total Market Value
 Total Tax Value

Codes

District Fire Code CITY SUB
 Town Neighborhood SINGLE FAMILY RES
 Subdivision Use Class
 Description
 Legal

Location

Street Number Street Name Suffix Direction

Additional Information

Appraisal Appeal Owner Occupied TIF Base
 Agricultural Use Reappraisal Notice MCIP Industrial Park ID
 Rollback Exempt

Scroll by: MAP#

RESIDENTIAL APPRAISAL CARD

SOUTH CAROLINA

CARD _____ OF _____ CARDS

COUNTY _____

79-1-10-11

79-1-10-11

079-01-10-011-000
CLARK RONALD J

1134 ROSS RD
BLACKSTOCK SC 29014

DISTRICT /	DATE OF APPRAISAL				APPRAISER		
TRANSFERRED FROM	Deed Book	Deed Page	Acres of Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE
John Frazer	File 234	357	1/2 Int	450	337	4-19-34	Will
See wills listed below to terminate							
Harold W. Sax - Trust	486	48	1 lot			4-5-77	\$1.00
John F. Simpson et al (int)	526	717	1 lot			8-16-84	\$1150.00
Harold W. Sax	85ES	002				1-2-85	PC

GENERAL DATA

St., Rt. & No.	Saluda St	Yr. Built		Jane G. Sax - (1/2 int)	528	271	1 lot	1-9-85	\$1150.00
City		Economic Life		Odelle Kennedy - Tax Sale	988	39	1 lot	4-9-09	\$4619.52
Use		Condition		Chester Co Forfeited Land Com	1227	76	1 lot	12-27-17	\$5750
Subdivision		Quality	Total	Chester Co Investments LLC	1335	23	1 lot	3-4-21	\$14,400
Legal Description		Annual Rent	Stamps						
		Bldg. Permit	Old Map Ref.						
		Mort.	File No.						

STANDARD CLASSIFICATION		PROPERTY DATA		LAND CLASSIFICATION				
NEIGHBORHOOD	TRANSPORTATION	LAND IMP.	UTILITIES	TOPOGRAPHY	LAND CLASS	NO. OF ACRES	VALUE PER ACRE	VALUE PER CLASS
Progressive	Paved Road	Buildings	Electricity	Level	Open Land			
Static	Earth Road	Pavement	Water	High				
Regressive	Railroad	Fence	Gas	Low				
Old	Water	Landscaping	Sewer	Rolling				
New	Airport	Well	All Utilities	Swampy				

LAND		LOT SIZE	FRONT	DEPTH	REAR	OTHER
Number of Acres	1 lot	Number of Lots				
Per Acre Value		Number of Front Ft.				
Value for Acres		Per Lot Value				
Returned Area		Per Front Ft. Value				
Legal Area	1 lot	Value for Lots				
Planimetered Area		Value for Fr. Ft.				
Total Land Value						

ESTIMATED MARKET VALUE			
	Land Acres or Lots	Improvement	Total
Number	1 lot		
Cost Approach	5,500		5,500
Market Approach			
Income Approach			
Correlated Value	4,000		4,000
Assessed %			
Reviewed by		Date	

Remarks & Description

Joseph Frazer	10-22-41	File 255	45
Sadie F Simpson	3-4-54	287	18
M & Watchel	4-28-54	288	8
Jarvis W Frazer	11-24-67	318	22
Samuel M Frazer	6-17-66	341	20
Annie F Cushman	10-5-64	332	5
Norris Simpson	1-14-72	375	9



Zoning **RS-1**



Building & Zoning Department
1476 J A Cochran Bypass
Chester, SC 29706
Phone: (803) 581-0942
Fax: (855) 930-0979

Issued to:

Kabelo Ramatapa
533 Ball Park Drive
Chester, SC 29706

Receipt No. 7436

Date 11/20/2023
Cashier ichappell

Payment Items

Map Amendment Rezone property

\$300.00

\$300.00

Form of Payment

Cash \$300.00
\$300.00

Thank you for your payment.

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: [EXTERNAL] LANDO FIRE DEPT. BOARD RESIGNATION
Date: Monday, December 11, 2023 12:55:18 PM

PLEASE LET ME KNOW YOU RECEIVED THIS E-MAIL:

I am writing to inform you about my decision to leave my position as board member of the Lando Fire Department. Effective December 31, 2023. As you know, I retired in June of this year, and have plans to enjoy retirement. Thank you for the opportunity to contribute to such an incredible organization. If I can be of any assistance, let me know. I was asked if I knew of an excellent replacement. I would like to recommend, Mrs. Mary L. Hall. She is an outstanding member of the Edgemoor Community. She is a business owner, and very active in the community and her church, Red Oak A.M.E. Zion Church. I am sure you'll may know her, if not, she was the coach of the girl's basketball team at Lewisville High School several years ago. Please reach out to me for her contact information, if interested. Again, thanks for the opportunity to serve such an outstanding organization.

Blessings

Shirley B-Brice

Simply Elegant!

Shirley Boulware-Brice

Phone: [REDACTED]

Cell: [REDACTED]

Radio Users Advisory Committee

Executive Oversight

The Chester County Council represents the constituency of Chester County and holds the ultimate authority of management of the System. Due to the complex and technical nature of the System, the County Council will appoint a Radio Users Advisory Committee to oversee the day-to-day management and operations of the County Radio System. The primary purpose of the committee will be to protect the County Council's interest, the county investment in the System, the interest of the Chester County Citizen, and the interest of each of the user communities.

Application for Chester County, South Carolina Boards and Commissions

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer. *A member of a county board or commission appointed to serve from a council district must be a resident of that district (except the At Large District) during the entire time of service. A member who moves residence from the district from which appointed, or from the county, automatically vacates the position.* **Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercountysc.gov**

Date: 12-05-2023

Board or Commission Appointment being sought: RADIO ADVISORY COMMITTEE

Name: EDWARD E. HARTIS Occupation: LAW ENFORCEMENT

Street Address: 512 MUNICIPAL DR FORT LAWN SC 29714

Mailing Address: (if different from above) _____

Telephone (Home): [REDACTED] Cell: _____

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

Date of Birth: 04-27-65 Sex: M

If recommended by a Council Member, indicate their name: N/A DOUG MCMURRY

In which Council District do you reside? Please indicate (1-7) _____

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

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

Signature: Edward E. Hartis

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

- | | |
|---|--|
| <input type="checkbox"/> Accommodation Tax Board | <input type="checkbox"/> Lewis Fire Protection District |
| <input type="checkbox"/> Ad-Hock Burnt House Cemetery | <input type="checkbox"/> Olde English District |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Assessment of Appeals Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Catawba Mental Health | <input checked="" type="checkbox"/> Radio Users Advisory Committee |
| <input type="checkbox"/> Catawba Regional Council of Government | <input type="checkbox"/> Richburg Fire District Commission |
| <input type="checkbox"/> Catawba Regional Workforce | <input type="checkbox"/> Rural Fire Commission |
| <input type="checkbox"/> Chester County Library | <input type="checkbox"/> Solid Waste Advisory Board |
| <input type="checkbox"/> Chester Metropolitan District | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Construction Board of Appeals | |
| <input type="checkbox"/> Fort Lawn Fire Protection District | |
| <input type="checkbox"/> Gateway Steering Committee | |
| <input type="checkbox"/> Hazel Pittman Center | |
| <input type="checkbox"/> John Keziah Park | |
| <input type="checkbox"/> Lando Rural Fire | |

Catawba Regional Workforce Investment Board

Purpose: Provide policy guidance for and exercise oversight of activities under the Workforce Innovation and Opportunities Act for the Catawba Area.

Application for Chester County, South Carolina Boards and Commissions

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer. *A member of a county board or commission appointed to serve from a council district must be a resident of that district (except the At Large District) during the entire time of service. A member who moves residence from the district from which appointed, or from the county, automatically vacates the position.* **Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercountysc.gov**

Date: 11/30/2023

Board or Commission Appointment being sought: Catawba Regional Council of Governments Workforce Investment Board

Name: Leslie Brakefield Occupation: Director of Development for i58, Inc

Street Address: 821 Elm Road, Chester SC 29706

Mailing Address: (if different from above) _____

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

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

Date of Birth: 12 / 01 / 71 Sex: F

If recommended by a Council Member, indicate their name: _____

In which Council District do you reside? Please indicate (1-7) 4

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

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

Signature: 

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

- | | |
|---|--|
| <input type="checkbox"/> Accommodation Tax Board | <input type="checkbox"/> Lewis Fire Protection District |
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