



SPECIAL CALLED
CHESTER COUNTY TRANSPORTATION COMMITTEE
Monday, November 7th, 2022 **at 5:50 PM**
R. Carlisle Roddey Chester County Government Complex
1476 J A Cochran Bypass, Council Chambers

CTC AGENDA

- 1. Call to Order**
- 2. Approval of CTC Minutes**
 - a. September 6th, 2022 CTC Minutes.
- 3. New Business**
 - a. Approval of bid RFB 20-46.17 Chester CTC One-Time Money State Roads 2022-23 to LCI-Lineberger Construction in the amount of \$2,037,469.39 – Bill Coleman & Robert Hall.

 - b. Approval of bid RFB 22-54.03 Chester CTC 2023 Paving Program 21 Roads to Lynches River Contracting in the amount of \$2,113,054.50 – Bill Coleman & Robert Hall.
- 4. Adjourn**



SPECIAL CALLED
CHESTER COUNTY TRANSPORTATION COMMITTEE
Tuesday, September 6th, 2022 at 5:50 PM
R. Carlisle Roddey Chester County Government Complex
1476 J A Cochran Bypass, Council Chambers

CTC MINUTES

Present: Interim Chairman Dr. Frederick, Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Killian. Councilman Vaughn, Councilman Wilson, County Attorney Winters, and Clerk to Council Lee.

1. **Call to Order**-Interim Chairman Dr. Frederick called the meeting to order.
2. **Approval of CTC Minutes**
 - a. **August 15th, 2022 CTC Minutes.** Vice Chairman Branham motioned to approve, second by Councilman Jordan. Vote 4-0 to approve. Councilwoman Guy and Councilman Killian were not present for that meeting.
3. **New Business**
 - a. **Approval of Sign Reimbursement for \$6903.36 for sign materials to the Recycling department.** Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.
 - b. **Approval of Road Reimbursement for \$ 49,670.03 for road materials to the Road department.** Councilman Wilson motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.
 - c. **Approval to the SCDOT in the amount of \$500.00 for dedication markers Major General Gary T. McCoy Road Memorial Highway Dedication Sign.** Councilwoman Guy motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.
4. **Adjourn-** Vice Chairman Branham motioned to adjourn, second by Councilwoman Guy. Vote 6-0 to adjourn.



Certified Bid Tabulation
Chester CTC One Time Money State Roads 2022-23
RFB 20-46.17
Thursday, September 22, 2022, 2:00 PM



ITEM	DESCRIPTION	QUANTITY	UNIT	COMPANY NAME		COMPANY NAME		COMPANY NAME	
				Reeves Construction Co		LCI-Lineberger Construction, Inc.		Lynches River Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Bonds & Insurance	1	LS	\$46,000.00	\$46,000.00	\$24,950.00	\$24,950.00	\$40,000.00	\$40,000.00
2	Mobilization	5	NEC	\$23,200.00	\$116,000.00	\$9,000.00	\$45,000.00	\$20,000.00	\$100,000.00
3	Traffic Control	5	NEC	\$36,000.00	\$180,000.00	\$9,500.00	\$47,500.00	\$2,200.00	\$11,000.00
4	Station Grading	10	STA	\$120.00	\$1,200.00	\$115.00	\$1,150.00	\$1,800.00	\$18,000.00
5	Cement Modified Recycled Base (8" Uniform) Method A	25288	SY	\$6.50	\$164,372.00	\$6.25	\$158,050.00	\$9.00	\$227,592.00
6	Cement Modified Recycled Base (12" Uniform) Method B	11184	SY	\$10.00	\$111,840.00	\$7.10	\$79,406.40	\$9.00	\$100,656.00
7	Portland Cement (for Cmmt. Mod. Recyc. Base) 60 LBS/SY	1268	TON	\$220.00	\$278,960.00	\$215.00	\$272,620.00	\$275.00	\$348,700.00
8	Maintenance Stone	120	TON	\$99.30	\$11,916.00	\$75.00	\$9,000.00	\$110.00	\$13,200.00
9	HMA Surf. Course Type C (Liquid Included) 2" Uniform	4600	SY	\$31.00	\$142,600.00	\$22.50	\$103,500.00	\$22.00	\$101,200.00
10	HMA Surf. Course Type E (Liquid Included) 100 LBS/SY	58688	SY	\$6.00	\$352,128.00	\$6.40	\$375,603.20	\$7.00	\$410,816.00
11	HMA Surf. Course Type C (Liquid Included) 175 LBS/SY	47504	SY	\$9.25	\$439,412.00	\$11.25	\$534,420.00	\$11.00	\$522,544.00
12	HMA Surf. Course Type C (Liquid Included) 1.5" Uniform	11184	SY	\$11.00	\$123,024.00	\$10.50	\$117,432.00	\$10.00	\$111,840.00
13	Permanent Vegetation	5.5	ACRE	\$2,500.00	\$13,750.00	\$3,850.00	\$21,175.00	\$2,750.00	\$15,125.00
14	Permanent Raised Yellow Markers Bi-Dir 4"x 4"	313	EACH	\$10.00	\$3,130.00	\$7.07	\$2,212.91	\$6.50	\$2,034.50
15	Permanent Const. Signs (Ground Mounted) Schedule E	532	SF	\$8.00	\$4,256.00	\$7.34	\$3,904.88	\$6.75	\$3,591.00
16	Permanent Const. Signs (Ground Mounted) Schedule C	152	SF	\$8.00	\$1,216.00	\$7.34	\$1,115.68	\$6.75	\$1,026.00
17	Loose Stone/25 MPH Sign	93.5	SF	\$8.00	\$748.00	\$7.61	\$711.54	\$7.00	\$654.50
18	Street Sign	20	EACH	\$455.00	\$9,100.00	\$275.00	\$5,500.00	\$234.00	\$4,680.00
19	Handicapped Parking Sign	6	EACH	\$60.00	\$360.00	\$150.00	\$900.00	\$135.00	\$810.00
20	W11-2 Crosswalk Sign	4	EACH	\$225.00	\$900.00	\$235.00	\$940.00	\$215.00	\$860.00
21	W16-9P Ahead Sign	2	EACH	\$60.00	\$120.00	\$85.00	\$170.00	\$76.00	\$152.00
22	W16-7P Arrow Sign	2	EACH	\$60.00	\$120.00	\$85.00	\$170.00	\$76.00	\$152.00
23	Stop for Pedestrian Sign	2	EACH	\$100.00	\$200.00	\$495.00	\$990.00	\$445.00	\$890.00
24	State Law Stop Within Crosswalk Sign	2	EACH	\$315.00	\$630.00	\$495.00	\$990.00	\$445.00	\$890.00
25	Silt Fence	400	LF	\$3.50	\$1,400.00	\$10.00	\$4,000.00	\$5.00	\$2,000.00
26	4" White Parking Lines FDP	1060	LF	\$0.20	\$212.00	\$0.27	\$286.20	\$0.25	\$265.00
27	4" White Parking Lines Thermo - 125 Mil	1060	LF	\$0.50	\$530.00	\$2.72	\$2,883.20	\$2.50	\$2,650.00
28	8" White Crosswalks FDP	688	LF	\$0.25	\$172.00	\$0.54	\$371.52	\$0.50	\$344.00
29	8" White Crosswalks Thermo - 125 Mil	688	LF	\$2.75	\$1,892.00	\$3.26	\$2,242.88	\$3.00	\$2,064.00
30	24" White Stripes @ 8" Spacing Thermo - 125 Mil	30	LF	\$16.00	\$480.00	\$10.33	\$309.90	\$9.50	\$285.00
31	Handicapped Parking Symbol Blue Thermo - 125 Mil	6	EACH	\$500.00	\$3,000.00	\$325.00	\$1,950.00	\$275.00	\$1,650.00
32	4" White Broken Lines - FDP	1030	LF	\$0.20	\$206.00	\$0.16	\$164.80	\$0.15	\$154.50
33	4" White Broken Lines - Thermo - 90 Mil	1030	LF	\$0.60	\$618.00	\$0.59	\$607.70	\$0.54	\$556.20
34	24" White Solid Lines (Stop) FDP	310	LF	\$3.00	\$930.00	\$1.09	\$337.90	\$1.00	\$310.00
35	24" White Solid Lines (Stop) Thermo - 125 Mil	310	LF	\$16.00	\$4,960.00	\$10.33	\$3,202.30	\$9.50	\$2,945.00
36	4" White Solid Lines (Pavement Edge Lines) FDP	100070	LF	\$0.20	\$20,014.00	\$0.16	\$16,011.20	\$0.15	\$15,010.50
37	4" White Solid Lines (Pavement. Edge Lines) Thermo -90 Mil	42236	LF	\$0.50	\$21,118.00	\$0.59	\$24,919.24	\$0.54	\$22,807.44
38	4" Yellow Solid Lines (No Passing Zone) FDP	107090	LF	\$0.20	\$21,418.00	\$0.16	\$17,134.40	\$0.15	\$16,063.50
39	4" Yellow Solid Lines (No Passing Zone) Thermo - 90 Mil	49256	LF	\$0.50	\$24,628.00	\$0.59	\$29,061.04	\$0.54	\$26,598.24
40	Borrow	200	CY	\$33.50	\$6,700.00	\$49.75	\$9,950.00	\$95.00	\$19,000.00
41	HMA Full Depth Patching	100	SY	\$213.50	\$21,350.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00
42	Type T End Treatment	4	EACH	\$6,145.00	\$24,580.00	\$4,400.00	\$17,600.00	\$4,000.00	\$16,000.00
43	Removal of Existing Guard Rail	75	LS	\$5.00	\$375.00	\$5.00	\$375.00	\$1.00	\$75.00
44	Thrie-Beam Guard Rail w/Base Plate	120	LF	\$50.00	\$6,000.00	\$85.00	\$10,200.00	\$75.00	\$9,000.00
45	Thrie-Beam Guard Rail	25	LF	\$40.00	\$1,000.00	\$38.50	\$962.50	\$35.00	\$875.00
46	W Beam Guard Rail	200	LF	\$30.00	\$6,000.00	\$31.50	\$6,300.00	\$28.50	\$5,700.00
47	Type B End Treatment	2	EACH	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$500.00	\$1,000.00
48	Remove and Replace Pedestrian Ramp	175	SY	\$320.00	\$56,000.00	\$185.00	\$32,375.00	\$224.00	\$39,200.00
49	Detectable 2' x 4' Mat	70	SF	\$50.00	\$3,500.00	\$19.50	\$1,365.00	\$40.00	\$2,800.00
50	Variable Milling	11184	SY	\$8.75	\$97,860.00	\$3.25	\$36,348.00	\$5.00	\$55,920.00
				TOTAL	\$2,327,925.00	TOTAL	\$2,037,469.39	TOTAL	\$2,289,686.38
				Ranking	3	Ranking	1	Ranking	2

The signature below certifies that the bids tabulated herein are an accurate summary of the bids received and that any discrepancies have been identified and corrected. Based on the bid tabulations herein, **LCI-Lineberger Construction, Inc.** is the lowest responsive bidder.

Certified By:

Signature

William L. Coleman, Jr.
Project Manager

Date: 9/23/2022



Certified Bid Tabulation
2023 CHESTER CTC PAVING PROGRAM
RFB 22-54.03
Tuesday, October 4, 2022, 2:00 PM



ITEM	DESCRIPTION	QUANTITY	UNIT	COMPANY NAME		COMPANY NAME		COMPANY NAME	
				LCI-Lineberger Construction, Inc.		Lynches River Contracting, Inc.		Reeves Construction, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Bonds and Insurance	1	LS	\$26,000.00	\$26,000.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00
2	Mobilization	12	NEC	\$7,500.00	\$90,000.00	\$17,550.00	\$210,600.00	\$9,350.00	\$112,200.00
3	Traffic Control	12	NEC	\$4,850.00	\$58,200.00	\$1,500.00	\$18,000.00	\$18,650.00	\$223,800.00
4	Station Grading	10	STA	\$350.00	\$3,500.00	\$1,500.00	\$15,000.00	\$350.00	\$3,500.00
5	Cement Modified Recycled Base (8" Uniform) Method A	31577	SY	\$7.25	\$228,933.25	\$7.75	\$244,721.75	\$7.40	\$233,669.80
6	Portland Cement for Cement Modified Recycled Base (60 LBS/SY)	950	TON	\$210.00	\$199,500.00	\$260.00	\$247,000.00	\$220.00	\$209,000.00
7	Maintenance Stone	185	TON	\$100.00	\$18,500.00	\$80.00	\$14,800.00	\$97.00	\$17,945.00
8	HMA Surface Course Type C (Liquid Included) 2" Uniform	75551	SY	\$16.00	\$1,208,816.00	\$14.00	\$1,057,714.00	\$14.00	\$1,057,714.00
9	Permanent Vegetation	10.98	ACRE	\$4,000.00	\$43,920.00	\$3,000.00	\$32,940.00	\$2,750.00	\$30,195.00
10	Permanent Construction Signs (Ground Mounted) Schedule E	1080	SF	\$8.00	\$8,640.00	\$6.75	\$7,290.00	\$5.50	\$5,940.00
11	Permanent Construction Signs (Ground Mounted) Schedule C	228	SF	\$8.00	\$1,824.00	\$6.75	\$1,539.00	\$5.50	\$1,254.00
12	Loose Stone/25MPH	119	SF	\$8.50	\$1,011.50	\$7.25	\$862.75	\$5.50	\$654.50
13	18" RCP	32	LF	\$325.00	\$10,400.00	\$230.00	\$7,360.00	\$368.00	\$11,776.00
14	24" RCP	32	LF	\$350.00	\$11,200.00	\$260.00	\$8,320.00	\$382.00	\$12,224.00
15	Street Sign	27	EA	\$270.00	\$7,290.00	\$234.00	\$6,318.00	\$275.00	\$7,425.00
16	24" White Solid Lines (Stop) FDP	302	LF	\$2.30	\$694.60	\$2.00	\$604.00	\$2.00	\$604.00
17	24" White Solid Lines (Stop) Thermoplastic-125 Mil	302	LF	\$17.25	\$5,209.50	\$15.00	\$4,530.00	\$15.00	\$4,530.00
18	Riprap	40	TON	\$150.00	\$6,000.00	\$126.00	\$5,040.00	\$58.00	\$2,320.00
19	57 Stone	20	TON	\$150.00	\$3,000.00	\$80.00	\$1,600.00	\$85.00	\$1,700.00
20	Patch Over Pipe Cut (Remove Exist Stone & Replace with 2" HMA)	496	SY	\$75.00	\$37,200.00	\$60.00	\$29,760.00	\$120.00	\$59,520.00
21	HMA Full Depth Patching	3850	SY	\$38.00	\$146,300.00	\$45.00	\$173,250.00	\$54.00	\$207,900.00
22	Stop Signs	27	EA	\$250.00	\$6,750.00	\$215.00	\$5,805.00	\$375.00	\$10,125.00
				TOTAL	\$2,122,888.85	TOTAL	\$2,113,054.50	TOTAL	\$2,258,996.30
				Ranking	2	Ranking	1	Ranking	3

The signature below certifies that the bids tabulated herein are an accurate summary of the bids received and that any discrepancies have been identified and corrected. Based on the bid tabulations herein, **Lynches River Contracting, Inc.**, is the lowest responsive bidder.



 Signature

William L. Coleman, Jr.
 Project Manager

10/4/2022

 Date



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, November 7, 2022 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. October 17th, 2022 Council minutes.
 - b. October 20th, 2022 Special called minutes.
- 4. Citizen's Comments**
- 5. Public Hearing**
- 6. Ordinances/Resolutions/Proclamations**
 - a. **2022-14** Resolution to approve the location for the animal shelter.
- 7. Old Business**
 - a. **1st Reading of CCMA22-17** Fielding Homes LLC C/O Isaacs Group request 160.33 acres of Tax Map # 114-00-00-015-000 on Gaston Farm Road to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). *Planning Commission voted 5-1 to approve.*
 - b. **1st Reading of CCMA22-18** Fielding Homes LLC C/O Isaacs Group request 19.27 acres of Tax Map # 114-00-00-059-000 on Gaston Farm Road to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). *Planning Commission voted 5-1 to approve.*
 - c. **1st Reading of CCMA22-19** D.R. Horton Inc request Tax Map # 135-00-00-019-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). *Planning Commission voted 6-0 to approve.*
 - d. **1st Reading of CCMA22-20** D.R. Horton Inc request Tax Map # 135-00-00-020-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). *Planning Commission voted 6-0 to approve.*
 - e. **1st Reading of CCMA22-21** D.R. Horton Inc request Tax Map # 135-00-00-032-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). *Planning Commission voted 6-0 to approve.*
 - f. **1st Reading of CCMA22-22** D.R. Horton Inc request 9.45 acres of Tax Map # 136-00-00-042-000 on Lancaster Hwy to be rezoned from Restricted Industrial District (ID-1) to Planned Development District (PD). *Planning Commission voted 6-0 to approve.*

g. From CTC:

1. Approval of bid RFB 20-46.17 Chester CTC One-Time Money State Roads 2022-23 to LCI-Lineberger Construction in the amount of \$2,037,469.39.
2. Approval of bid RFB 22-54.03 Chester CTC 2023 Paving Program 21 Roads to Lynches River Contracting in the amount of \$2,113,054.50.

8. New Business

- a. Council to authorize the approval of \$1000 grant match from The Hoof & Paw Benevolent Society. Kelli Simoneau.
- b. Council to authorize the approval of DHEC Internet and VoIP three-year contract renewal- David Schuelke.
- c. Council to authorize the approval of Chester County Bizness APP one year contract. David Schuelke.

9. Boards and Commissions

- a. Resignation from the Lewis Fire Protection District Commission. Councilwoman Guy. (District 5)
- b. Appointment to the Lewis Fire Protection District Commission. Councilwoman Guy. (District 5)
- c. Resignation from Hazel Pittman Board. Councilman Wilson. (District 4)

10. Executive Session

- a. To receive legal advice regarding Economic Development. Attorney Winters.
- b. To receive legal advice regarding Project 2247. Attorney Winters.
- c. Update on Economic Development- Robert Long.
- d. To receive legal advice regarding Project 2234. Attorney Winters.
- e. To receive legal advice regarding CPST project. Attorney Winters.
- f. To receive legal advice regarding Project 2187. Attorney Winters.
- g. To receive legal advice regarding the hiring of the County Administrator. Attorney Winters.

11. Council Actions Following Executive Session

- a. Action taken regarding Economic Development.
- b. Action taken regarding Project 2247.
- c. Action taken regarding update on Economic Development.
- d. Action taken regarding Project 2234.
- e. Action taken regarding CPST project.
- f. Action taken regarding Project 2187.
- g. Action taken regarding the hiring of the County Administrator.

12. Council Comments

13. Adjourn

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

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes.

Public Hearings:

- Each speaker will be limited to a 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 MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, October 17, 2022 at 6:00 PM

Present: Interim Chairman Dr. Frederick, Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Wilson, Councilman Vaughn, County Attorney Winters, and Clerk to Council Lee.

Absent: Councilman Killian.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order.
2. **Pledge of Allegiance and Invocation-** Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes**
 - a. **September 7th, 2022 Special Called Council minutes.**
Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote 5-0 to approve.
 - b. **October 3rd, 2022 Council minutes.**
Councilman Jordan motioned to approve with a correction under citizens comments a typo to correct the attorney's last name Schusterman who was in favor of the rezoning of CCMA22-16, second by Vice Chairman Branham. Vote 5-0 to approve.
4. **Citizen Comments-**None.
5. **Ordinances/Resolutions/Proclamations**
 - a. **Proclamation for First Responders Day.**
Interim Chairman Dr. Frederick read the proclamation aloud, all of Council gave a standing ovation to all First Responders of Chester County.
 - b. **Resolution 2022-12 to approve the 2022-2023 Departmental Organizational Charts.**
Under Public Works, an HVAC position was added, positions that were removed were two janitors, two grass cutters and one part time employee. In Economic Development, an Assistant Director was added. In Information Technology an GIS analyst position was added. Under Finance the chart was restructured which included dissolving the payroll clerk and added AP Coordinator. EMS added four EMT/AEMT positions, Fire Coordinator added four part time firefighters and Building & Zoning reclassified lead zoning back to Permit Zoning Specialist.

Councilman Wilson stated under the Sheriff's org chart General Legal Counsel was added and wanted to make sure the County Attorney has her work and the new general counsel to the Sheriff has hers and where those boundaries were for them to work together. He stated for the record "he voiced his concern about this new change that was put into effect last May".

Sheriff Dorsey stated in the general counsel job description it specifically states they would be in cooperation and coordination with the existing county and state legal resources. It was not to supersede or supplant it was to cooperate and coordinate with existing county resources. It was never his desire to replace or duplicate what exist now. It was his desire that his legal counsel work in conjunction with Council and Attorney Winters.

Councilman Wilson asked if Attorney Winters and the Sheriff's legal counsel could work out the boundaries and figure out job duties. He was looking for solutions, this council needs to know that anybody giving legal advice to you or anyone else needs to be good advice.

Councilman Jordan stated most Sheriff departments have their own legal counsel, York County does, he didn't know exactly what role they played he knew it was litigation.

Sheriff Dorsey stated legal counsel does not represent him, but the office of the sheriff, his purpose was to move the county forward. He has proven he is transparent by bringing everything to you.

Councilman Wilson asked if there were any other changes to his department on the org chart.

Sheriff Dorsey stated responsibility changes were added to PIO, and sex offender positions.

Councilman Wilson asked Sheriff Dorsey for future organization charts to list the changes on the chart so it will be clear in council packets from what the position was and what the changes would be.

Councilman Vaughn stated he thought under the Parks and Recreation position tourism was supposed to be added to the job title. He motioned to approve Parks Recreation and Tourism Director, second by Vice Chairman Branham.

Attorney Winters asked if that had been discussed, Clerk Karen Lee stated she didn't think that had been approved but would check.

Vice Chairman Branham stated it would be a good idea but not sure how it would work considering all the other duties in the job description. He would like to know exactly what they would be doing and wouldn't want to add more on them that they wouldn't have time to do. He stated he would like to look at the description again before voting on it.

Dr. Frederick stated if he recalled tourism was in the current job description.

Councilman Vaughn stated this was not only his opinion to include tourism to the job title but also the president of the Chamber of Commerce and everyone who is involved with tourism.

Councilwoman Guy stated if tourism is in the job description why not expound more on what is already there.

Vice Chairman Branham withdrew his second, Councilman Vaughn withdrew motion.

Attorney Winters stated they could change it up and expound more on the title and description and bring it back at the next council meeting. Councilman Vaughn motioned to approve the resolution with changes that were discussed and to be worked out at a later date, second by Councilman Wilson. Vote 5-0 to approve.

6. Old Business

a. Update regarding naming a county road entrance off of J A Cochran Bypass-Robert Hall.

Mr. Hall stated the road was deeded to Chester County on April 9th, 2013, the road currently isn't named. Councilman Vaughn motioned to name the street after Councilwoman Guy and call it "Mary's Lane" to commemorate her long years of service to Chester County, second by Vice Chairman Branham.
Vote 5-0 to approve.

7. New Business

a. Approval of Bid RFP 2223-03 Breathing Air Compressor System to Newton's Fire & Safety Equipment in the amount of \$88,715.48. – Susan Cok & Ben Grant.

Mrs. Cok stated they received one bid; they have \$80,000 dollars from the one cents sales tax and had spoken with Treasurer Tommy Darby who verified they could use contingency money for the remaining balance. Mr. Grant stated \$88,715.48 only covered the cost of the unit. Councilman Wilson asked if Public Works could do the installation and wiring. Mr. Hall stated yes. Councilman Wilson motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

b. Council to authorize Richburg Fire Department to accept a partial grant from 2021 FEMA AFG Grant in the amount of \$90,000 dollars with a \$ 4285.72 dollar match, Federal government providing \$85,714.28 to purchase 12 MSA G1 Air packs. T. Melton. Councilman Jordan motioned to approve, second by Councilwoman Guy. Vote 5-0 to approve.

c. Council to approve Richburg Fire Department to apply for a 2022 SC Forestry Commission grant in the amount of \$10,000 dollars with a \$5000 dollar match to purchase a 13 Unication pagers. T. Melton. Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.

d. Discuss campground requirements in R3 (Rural Three) and R4 (Rural Four) zoning districts. - Councilman Vaughn. Councilman Vaughn stated a potential campground did not come to Chester because of the zoning regulations, with tourism growing in Chester County he had been receiving calls in the last year and half wanting to put campgrounds in the Great Falls area. He stated the ordinance is too restrictive thus making others go to other counties that have less restrictions. The current setback was 500 feet from all residential property lines in the R3 and R4 zoning district and suggested reducing that number to 200 feet. He asked Planning Director Mike Levister how much property was in R3 and R4.

Mr. Levister stated R3 had 1.20 % and R4 had 0.46%, he said R2 had 78.8%, the Planning Commission in 2010 removed R2 from the recommendation since R2 was the majority zoning of the County and they didn't want campgrounds to be all over the county If any changes were made it would go back to the Planning Commission for a text amendment to the zoning regulations.

Councilman Vaughn recommended changing the setback from 500 feet to 200 feet in R3 and R4 zoning district. He also suggested creating a special exception in R2 for campgrounds but keep the 500-foot setback from property lines.

Councilman Wilson asked if Councilman Vaughn's concern was people having to rezone there property to meet there needs since Council does that all the time with many parcels.

Councilman Vaughn stated there wasn't enough of R3 and R4 zoning in Chester County and they were taking their campgrounds to Lancaster County.

Mr. Levister stated that potential campground that didn't come here but went to Lancaster County still had the same issue there. The seller did not want to wait on him to have the property rezoned.

Vice Chairman Branham agreed stating with white water coming to Great Falls people would want to stay close by so having campgrounds in that area would be good.

Attorney Winters stated she would bring back language to the next meeting based on the conversation from tonight that was discussed.

8. Executive Session

Vice Chairman Branham motioned to go to executive session, second by Councilwoman Guy. Vote 5-0 to approve.

- a. Receive legal advice regarding Project Phoenix. Attorney Winters.
- b. Receive legal advice regarding the Coroner's Office. Attorney Winters.

9. Council Actions Following Executive Session

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

- a. Action taken regarding Project Phoenix. Taken as information.
- b. Action taken regarding Coroner's Office. Taken as information.

10. Council Comments

Councilman Wilson asked what the timeline was for the next workshop with Mr. Compton. He specifically wants to know what the impact on Lewisville High School Road would be if the planned development was approved.

Interim Chairman Dr. Frederick stated a meeting for tomorrow was setup to iron things out and then set the date for the workshop.

Attorney Winters stated what was being discussed in the morning was to determine the cost of the Sheriff, EMS along with other first responders having to send a vehicle. Mr. Compton is the wrap up person once the data has been received.

11. Adjourn

Vice Chairman Branham motioned to adjourn, second by Councilman Vaughn. Vote 5-0 to adjourn.



CHESTER COUNTY SPECIAL CALLED COUNCIL MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Thursday, October 20th, 2022 at 10:00 AM

Present: Vice Chairman Branham, Councilman Jordan, Councilwoman Guy at (10:02am), Councilman Wilson, Councilman Vaughn, County Attorney Winters, and Clerk to Council Lee.

Absent: Councilman Killian. Interim Chairman Dr. Frederick and Attorney Winters with notification.

1. Call to Order

Vice Chairman Branham called the meeting to order.

2. Executive Session

Councilman Vaughn motioned to go to executive session, second by Councilman Wilson.

Vote 4-0 to approve.

a. To receive legal advice regarding Project Raven. Attorney Winters.

3. Council Actions Following Executive Session

Councilman Jordan motioned to go back to regular session, second by Councilman Vaughn.

Vote 5-0 to approve.

a. Action taken regarding Project Raven.

Vice Chairman Branham motioned for Economic Development to proceed with negotiations, second by Councilman Vaughn. Vote 5-0 to approve.

4. Adjourn

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



Resolution 2022-14

A RESOLUTION

TO APPROVE THE SITE LOCATION FOR THE CONSTRUCTION OF THE CHESTER COUNTY ANIMAL SHELTER

BE IT RESOLVED BY THE COUNTY COUNCIL OF CHESTER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Whereas, Chester County voters approved a list of expenditures for project under the Capital Project Sales Tax referendum held in 2020; and

Whereas, one such project is the construction of a new Chester County Animal Shelter; and

Whereas, Chester County has identified a property within the County located on Armory Road for the construction of the Animal Shelter; and

Whereas, Ownership of the property lies with the Commission of the Poor which is Chester County; and

Whereas, the property meets all the proper needs of an Animal Shelter.

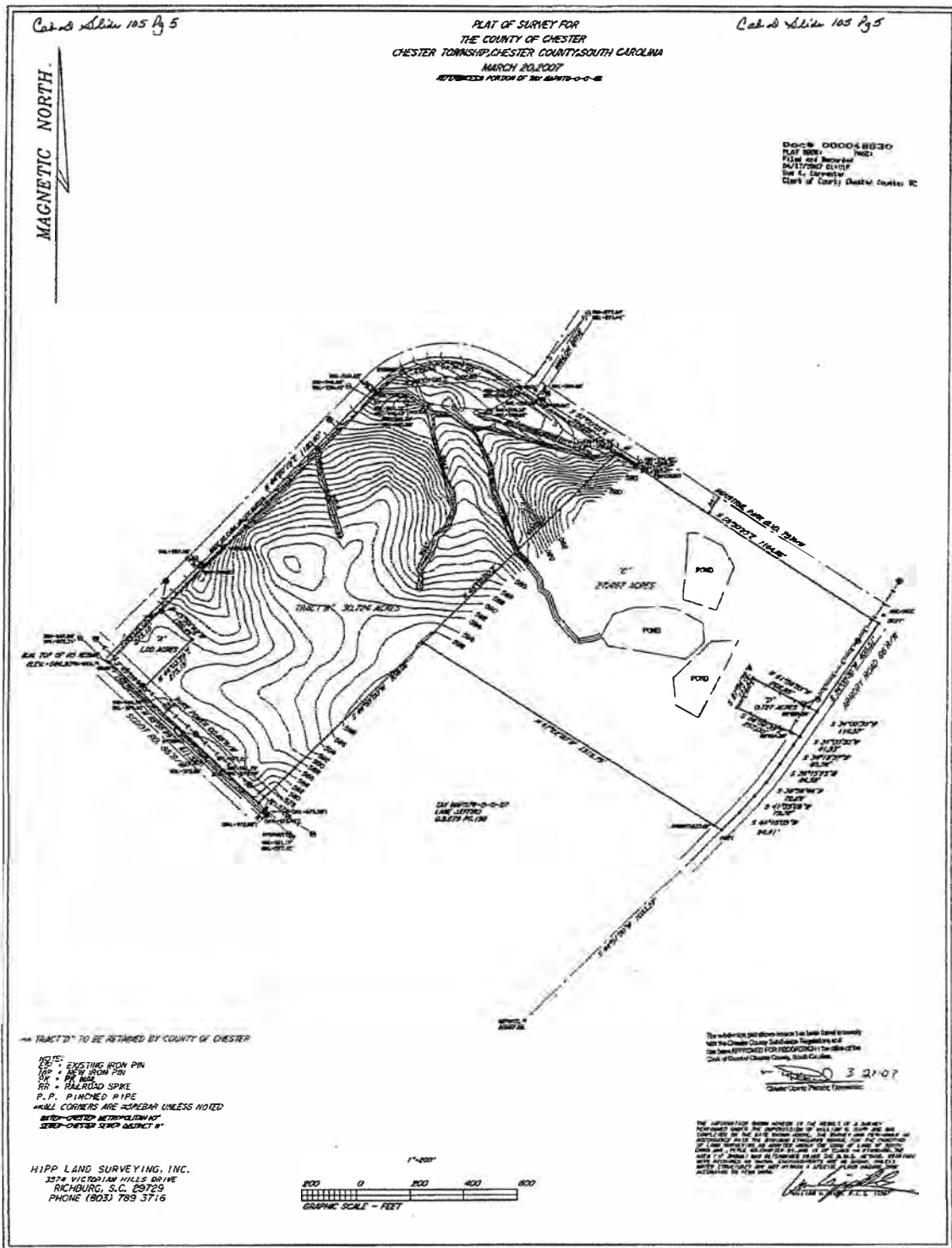
NOW, THEREFORE, BE IT RESOLVED that Chester County Council does hereby approve this site location known as Armory Road and as shown on the Plat attached to this Resolution and incorporated herein by reference.

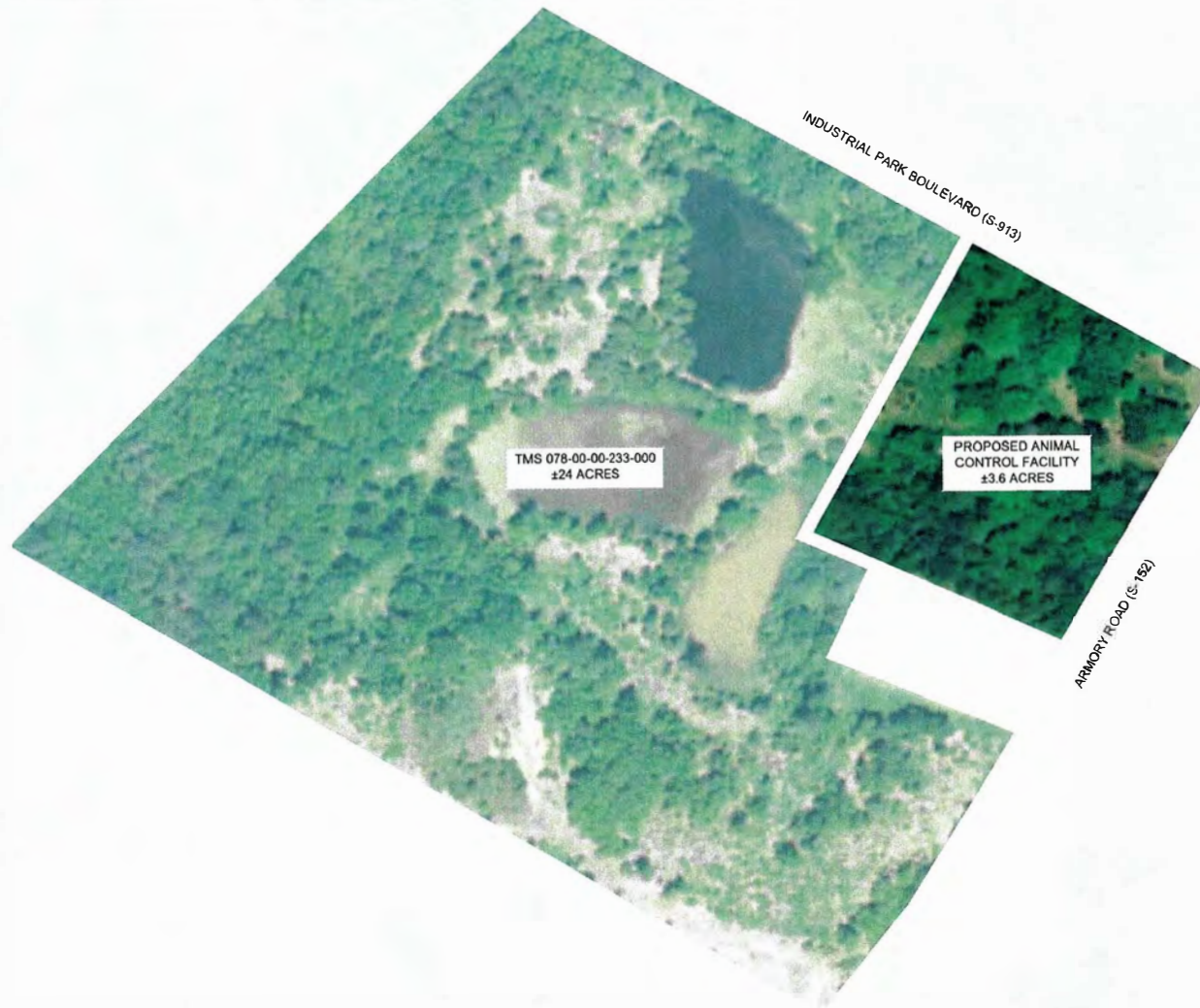
COUNTY COUNCIL OF CHESTER COUNTY

Dr. Wylie Frederick, Interim County Supervisor
County Council of Chester County

ATTEST:

Karen Lee
Clerk to County Council of Chester County





Project No. S5180
November 2, 2022



**Conceptual Layout Plan
Animal Control Shelter
Chester County, South Carolina**



Prepared by Alliance Consulting Engineers, Inc.

CCMA22-17 Fielding Homes LLC C/O Isaacs Group request Tax Map # 114-00-00-015-000 on Gaston Farm Road to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD).

Chris Robusto stated he was with Fielding Homes and lives at 517 Sutton Road North, Fort Mill, SC. and Benji Layman with the Isaacs Group and lives at 720 Red Oak Boulevard Charlotte, North Carolina. Mr. Layman stated the name of our subdivision we're proposing Richburg Meadows. Again, this is what the Isaac's group with engineer, and this is a building homes DRB group product. Just a little information about the two of us. We're both local with over 20 years of experience in the area. We've got probably a dozen or more projects in the Charlotte and surrounding area. This development is a single-family development. We've got quite a few of those down in York County and then up into Lake Wylie, Gastonia, and in Charlotte. What we're asking for is the rezoning of two parcels. Like you said, each parcel has a piece that we're requesting rezone, and a piece that we're requesting to remain as ID2 to the reason for that there. You'll see in the next slide there's kind of a natural divide of the property of a creek that we're going to try to keep that apart from what we're doing now. And a lot of that comes down to sewer capacity. But the larger track we're asking for rezoning of 160 acres of the 265 to PD and then the smaller track 20 acres of the 22.07, 2.8 would remain ID2. This is a sketch of our proposed site plan which is 400 single family lots. This is on 180 acres total. So that's just over two lots per acre our lot widths are 60 and 70 feet with a minimum lot size of 7000 square feet. Some of the notable items to point out for this size site. We're only at two lots per acre, which gives us the ability, and there's a lot of natural creeks and ponds on the side that will maintain will have over 40 acres of open space that will remain as tree save, ponds, Creek, and buffers, that's over 20% of the site. That's not including any type of amenities on the site. Again, the existing creeks and the two large ponds that are on the site, they'll remain undisturbed. Each unit or each lot will have four parking spaces on the lot to garage to driveway. That the driveways will be long enough where they are outside of sidewalks so that's two spaces that are obstructing roads and sidewalks.

There will have an additional pocket park throughout the site kind of in areas of various amenities. So, there will be opportunities for additional guest parking throughout. We did have a minimum 50-foot buffer around the site which I think is the new criteria of the PD regulations. We have been working with Sewer District and we've secure sewer for 400 Lots which is kind of why we kept it as shown and that's why we're requesting the rezoning for this portion. And then just to note that we do have a road cross section on the plan, and it does have sidewalk and planning strips on both sides of the road. Usually, the big item we hear about is traffic you know with a project of this size what will we do to mitigate traffic concerns? We did have a traffic report that's been reviewed and approved by SCDOT. It was done by Davenport engineering. The entrances will have two entrances into the site they'll both have a right turn lane. And then the additional improvements that we'll have are down at Hwy 9. We'll have a right turn lane from Highway 9 on to Lyle Road and then a left turn lane from Lyle Road on the Highway 9 so those are required and approved by SCDOT as mitigation for the site. In addition, we'll have to continue to monitor the intersection at Gaston Farm Road and Lyle Road to see if that's going to warrant any type of, currently it's a two-stop condition. If we need to add stop signs to that. Just a little detail on architecture architectural elevations. The product has no vinyl siding. It's all cementitious material. finished floors are usually raised, raised at least a foot above the sidewalk to kind of give that typical appearance that you see 30-year architectural shingles and decorative garage doors, and again the garages are 25 feet from the public sidewalks that gives plenty of room for a car to park without overhanging, and just a little

information on the homes itself. They're going to be between about 1400 and square feet to 2300 square feet and starting price will be about \$328 to \$359,000. That's it as far as our presentation.

Mr. Robusto stated just a little bit about Fielding. So, we are Crescent Resources. We are the residential arm of Crescent Resources. So, everyone is probably familiar with all the subdivisions that we build all around Lake Wylie and in Lake Norman, the closest one we'll have is Mason's Bend, which is right in Fort Mill. As you go across the river. We've got a big project there that we've done. Our product that we're proposing to do here is represented in that neighborhood and I met with our adjacent neighbors, the Pleasant Grove United Methodist Church yesterday, talked with them and explain to them what we're doing as their neighbors. If we go back and look at the site plan, one of the things that we're doing is the white area basically on the bottom and on the right side of the page, that's going to stay the existing zoning that it is we're only rezoning the portion. And the reason is Benji had stated is that the sewer that we're able to purchase and get capacity for so that's kind of what drove our numbers when we started on that that avenue back in November and December of last year is that's why that we're here. The little notch out that's there on the on the side of the page. That's the rest stop on I-77. So, our property goes all along that rest stop area and hits the frontage road on I 77. Right along that area over there. Like Benji had stated sewer is good we've had conversations on how to get the water there. We've talked to the church about getting them water. They talked to me tonight about getting them sewer as well. That's something that we would entertain in our development process that we're going through here. We build a really nice home. Masons Bend is a great subdivision Fort Mill is happy with it. I think we can come a little bit further down and provide some good housing here. And we're available for whatever questions.

Commissioner Grant asked if they said they must have water to the site or if its already there.

Mr. Layman stated we will be extending water to the site. Mr. Robusto stated there's no water on Gaston Farm Road right now. So, we'll have to come down Lyle and then turn right. And go up Gaston farm to enter our project and then we'll I'm sure will be required to extend it to our northern most boundary on Gaston farm.

Chairman Raines asked how many years to build out this project.

Mr. Robusto stated were figuring five to six years' worth of build time to do the 400 units. Schedule wise if things go as we're currently projecting, we'd purchased the property in April or May of next year. We will start development it will take a year's worth of development because of the offsite road improvements we've got to do with the turn lanes and connecting to the sewer. So, we've figured about a year or so we wouldn't even start vertical construction until 2024, and then at Christmas time in 2024 our first you know, beginning of 2025 would be our first residence there and it will take about five to six years to sell and build this many homes at the level of homes that we built. Basically 2024, before we get into 2025. When I met with the church last night, it'd be close to 2030 probably by the time it's completed and we're doing warranties and everyone's living there. We'll have an amenity center. We have a project at Lake Wylie called Paddlers Cove right near 49 and we're going to do that amenity package. It's got a pool and a cabana and playground for kids with walking trails with 40 acres of open space I don't know whoever's been out on the Hicklin property before but great ponds and tree cover and canopy that runs down through there that we'll be able to maintain. Because we're not cramming lots in on this thing.

Chairman Raines stated would there be a homeowner's association.

Mr. Robusto stated you would have a homeowner's association that would be managed by a company and all the rules that would follow along with that process and working with staff along the way. We've obviously come up with the guidelines that we've already established here to present.

Commissioner Howell asked if there would be improvements to Lyle and Gaston Farm Road.

Mr. Robusto stated the traffic impact analysis came back on Lyle, when we go back to Hwy 9, we must put a left turn lane in, but it will only be kind of at that, part that's there on Gaston Farm we have our turn lanes that will go into the subdivisions. We must do those. We talked about doing a four way stop that Lyle and Gaston farm obviously with our new traffic, when talking with the church last night and they've asked for stop signs with blinkers on them to make sure that people can see so that's something we'll be talking to SCDOT about there will be no traffic circles.

Commissioner Howell asked if the utilities are going to be buried.

Mr. Robusto answered yes

Commissioner Walley asked about the houses they showed in the pictures if they would all look the same and would the garage be in front.

Mr. Robusto stated the garage will be in the front because these lots are 60 and 70 foot wide. What Benji did not include in this picture is we're going to offer a ranch offering the smaller square footages will be ranches. There're four different products that are in that ranch line and we can get copies to you the plans that we're proposing. But there'll be a series of ranch homes that as well as two story homes in there and they're not huge houses. I think we're staying, you know, in the mid-2000's square foot range. Masons Bend has enormous homes and some of them, but you know, from 1500 to 2500 sq ft. is probably where we'll end up being. That's where we think we'll come out of the gate with offerings.

Attorney Winters asked if they would be willing to enter into a development agreement with the county.

Mr. Robusto said yes.

Chairman Raines stated from the literature, all your construction will be on hardee siding. It will be no vinyl.

Mr. Robusto stated the vinyl would be maybe on the windows or the treatment, the standard stuff and we list them out very specifically. I mean, there may be some columns that get done but the broad siding on the front and the rears. We have windows on the side of our homes as well. I know that's probably new for some people that we have windows all the way around our homes. And we'll have hardee plank siding on our houses.

Commissioner Howell asked if the houses would be 20 feet apart or more.

Mr. Robusto stated there'll be more than that the bodies are 40 foot wide on the 70-foot lot. So, you will end up 15 on the one lot and 10 on the other should be 25 feet wide. Between houses so you'll have

decent size yards understood that from staff in the beginning the lot size was a concern. So, we again asked for lots of a little bit bigger.

Chairman Raines asked if anyone wished to speak in favor for this rezoning request.

Roxann James, 3007 Steele Village Road, Rock Hill, SC I'm a member of Pleasant Grove United Methodist Church. and I do pay Chester County taxes. This is beautiful plan and from what I gather when he met with my church last night. There were a lot of great comments about protecting our cemetery. And he has shown that by his plans, of having you know, a nice easement around our cemetery. But it's like everything else you know will our local home taxes go up? And that's probably not what you can answer, but I had to ask.

Chairman Raines asked if anyone wished to speak in opposition for this rezoning request.

Robin Dodson. I live at 3631 Hernandez Road Richburg, South Carolina And what I heard him say is that you want the PD zoning and PD zoning are not single family residential only. PD zoning is a mix of commercial different types housing, like Lando village, I know you've all looked at Lando village you've got your senior citizen center, you've got your market center. You've got your houses down by the river and they are talking about one type of house I didn't hear anything about. I think of a PD as being like Baxter, where you've got places where people can go and when I think of a PD I think of, and you guys know section six of the of the law. You go there and you stay there you don't leave. Once you get home from work, you stay there because the things are there that you need. And single family residential in my opinion does not meet a PD zoning requirement. And so, I don't understand how they could ask that, have y'all read section six of the code.

Planning Director Levister read the definition for PD Planned Development from the Chester County Zoning Ordinance where it read, "a planned development district *may permit mixture use type of housing,*" it did not say shall it says may.

Ms. Dodson stated so Chester County's ordinance supersedes what the state recommends for PD's. You've read that Ms. Winters.

Attorney Winters stated not every county has zoning and so under home Rule counties were permitted to create their own zoning. I don't know when that code was created, but it's been around I've been here for 20 years, it's been here that long.

Ron Thompson. The address is 2615 Steele Village Road. Rock Hill but again Chester County. I pass this piece of property twice a day at least. Yes, Gaston Farm Road is a farm to market road. The road is while it's not as bad as Lyle Road not as bad as Millen Road. It is not a good road and you're looking at if you put 400 homes here, and they've already said four parking places. You know that's an average for a house now. You'd have kids you're going to have four cars. So, you're looking at 1600 more cars per day. Going out on to Gaston Farm and Lyle Road, making that left turn on to Hwy 9 from Lyle Road where there is already there's not a traffic light there. GT, if you go out of there seven o'clock in the morning, you already take your life into your hands, because there's a lot of traffic right there. You have this many more cars coming in and out of that neighborhood. You're going to have a lot of traffic. You're also going to be adding traffic going up and down Fishing Creek Church Road, which is in bad shape for people coming over to highway 72. I just don't think the roads and the infrastructure in that area is up to par for this and adding

a turn lane here and there. And making a four-way stop is not the answer. So, I think this development is too large. You're looking at 1400 to 1600 square foot houses. Yeah, they're nice in the beginning. But you look at some of the other neighborhoods. What's this neighborhood going to be in 10 years? Yeah. Is it going to be a quality neighborhood or is it going to be another rundown cookie cutter subdivision, which is what I suspect it will be.

Commissioner Howell asked if they would entertain maintaining the road during construction. If it was destroyed.

Mr. Robusto stated they could check with SCDOT about how they grant us rights to maintain a road. I don't know how we do that I can investigate I don't know the answer to that. No one's asked me to take responsibility for county road before. So, I can't I don't know the answer that. We haven't done that in an instance before like this. We can absolutely investigate it and get back with us before our next presentation.

Commissioner Howell stated what I was getting at is if the road was destroyed then Crescent would rebuild, would fund the road to be repaired or replaced.

Mr. Robusto stated I'm not going to be able to sign the company up to rebuild the road. That's going to be way beyond me, to agree to that. Thank you.

Donnann Espitia stated we live at 1564 Millen Road. It's a Chester address, but we're over there in Richburg and Millen meets up with Lyle, and I'm just wondering with, you know, several 1000 more people, where are they going to go to school? Our schools are full as it is, and our fifth graders must go to school at the middle school because there's no more room for them at the elementary school. The high school is falling apart. Who's going to provide I mean; our sheriff doesn't have enough deputies as it is to patrol our county. So, I don't know who's going to be serving and protecting these people. Our EMT and fire are already overworked. I just don't see how we can sustain this many new people coming into our little country town. They're very beautiful homes for Charlotte or Fort Mill. But I just don't see how they have a place here in our community.

My name is Doug Becker 1528 Grandparents Road, York County, not Chester County but I'm a stone's throw from Chester County Line. Our concern is that traffic can't get out on Highway nine they're going to come our way they will come down Fishing Creek Road they're going to hit Humpback Bridge Road, straight up Dunlap Roddey Road and over to try to hit the interstate. If it can't get out one way to go the other. We just fought quarry. Miss Roxanne help with that. That was going to be the incident there with all the trucks. I'm glad it didn't happen. But that is our concern is all the traffic is going to come our way. Thank you.

Hi, my name is Blair McCrainey. My husband and I have recently relocated back to this area about six months ago. We're renting a house out in Edgemoor on Edgeland Road. But we are about to finish our custom home Knox Station Road. My son just started kindergarten two days ago at Lewisville Elementary School. I'm a Lewisville high school graduate. And then a Winthrop graduate. My husband and I have spent the past nearly 10 years working anywhere from Charlotte out to the Catawba nuclear station and everywhere in between. And for the past 10 years we have moved further and further and further south trying to escape all these developments that are crashing in. Strangely enough, all our friends are doing the same thing. They are not afraid to sell a home and move away, change jobs, move a business,

everything that they need to do to get away from all of this that seems to be coming on all corners of Richburg and Chester County. There's nothing wrong with growth but I believe there's a right way to do it. And I think the way we're looking at doing it right now just feels so intense. Renting in Edgemoor has given us about, like I said about six months to sort of see what's happening already in that area with the three developments that are already coming, and it has really ravaged that area. I'm very concerned about my kids in school, like the other ladies mentioned. What are we going to do? How is the infrastructure of our area going to support all these developments that seem to want to come and how in the world are we going to continue to attract people that want to come buy large pieces of land and build nice, large 3000 plus square footage custom homes. If we could have just done that in Fort Mill? We could have just done that in Charlotte. What is Chester offering us that those places couldn't and that's what I want everybody to think about. If we can that's what we're afraid is going to happen.

Commissioner Grant motioned to approve, second by Chairman Raines. Vote 5-1 to approve. Commissioner Walley opposed.



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: 8-16-22 Case # CCMA22-17 Invoice # 5407

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

Please give your reason for this rezoning request:
To provide 400 single family lots in a master planned community

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: 236117

Property Address Information

Property address: Gaston Farm Road adjacent to I-77
 Tax Map Number: 114-00-00-015-000 Acres: 160.33

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): Fielding Homes, LLC and The Isaacs Group (Benji Layman)
 Address 227 W. Trade Street Suite 1610 Charlotte, NC 28202 8720 Red Oak Blvd Suite 420 Charlotte, NC
 Telephone: 704-200-9730 cell 704-574-0316 work 704-527-3440
 E-Mail Address: crobusto@drbgroup.com blayman@isaacsgrp.com

Owner(s) if other than applicant(s): Miller Development Company
 Address: 1120 East Boulevard Suite 200 Charlotte, NC 28203
 Telephone: 704-746-7066 cell 704-746-7066 work _____
 E-Mail Address: tom@millerdevelopmentcompany.com

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

Owner's signature: [Signature] Date: 7/12/22
 Applicant signature: [Signature] Date: 7/12/22

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

We are proposing to rezone a portion of two parcels (114-00-00-015-000 and 114-00-00-059-000) located on Gaston Farm Road to PD to accommodate 400 single family lots. The request is to rezone approximately 160 acres of parcel 114-00-00-015-000 (104.50 to remain as ID-2) and approximately 19.30 acres of parcel 114-00-00-059-000 (2.80 acres to remain ID-2). The total to remain as ID-2 is approximately 107.30 acres.

The entire development will consist of single family lots with widths of either a minimum of 60' or a minimum of 70' in width and a minimum area of 7,000 square feet. The density for the development works out to 2.25 lots/acre based on 400 lots across approximately 180 acres.

There will be multiple pocket parks spread throughout the development which will include dog stations, benches, and enhanced landscaping. There will also be a main amenity area which will include a pool and cabana. A great effort has been made to maintain the existing ponds (two separate ponds) and streams (along with buffers) and leave those as natural open space.

Streets are designed to Chester County standard and consist of 26' of pavement as well as sidewalk on both sides. These roads will be constructed to County paving sections and turned over to the County upon request. Along with the pocket parks, there will be small areas of surface parking that can be used for overflow. Each lot will consist of a total of 4 unobstructed parking spaces (2 in the garage and 2 in the driveway; outside of the sidewalk). A TIA is being performed and coordinated with SCDOT so that the necessary road improvements will be constructed to mitigate traffic concerns.

All applicable County and State regulations will be met with regards to landscaping, erosion control, and permanent storm water detention/water quality. During construction multiple sediment basins will be constructed to control surface run off. A buffer will be provided off of all streams to allow for room to collect construction run off and send this water to ponds to settle. Water will then be skimmed off the top and clean water will be released at a slow rate or draw down time over several days. In the final condition, two large ponds will be provided to treat and detail storm water. Again, this will be released at a rate lower than existing conditions. Landscaping will be provided per code. Also, existing trees will remain undisturbed along the creek buffers and in areas around the perimeter of the property.

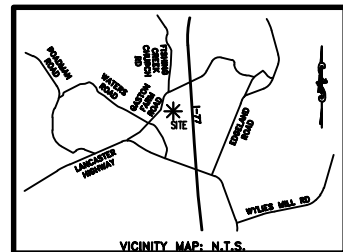
The development will have an HOA and will have covenants. This will provide direction on all easement information as well as maintenance responsibilities for common open space as well as maintenance for storm water ponds. The covenants will be recorded to assure compliance.

Sewer capacity was paid for 400 lots and it is anticipated the infrastructure will be constructed to ensure the capacity agreement stays in place. It is anticipated that full build out will occur around 2029.

The approach with this project has been a little different than other proposed developments in the market today. This project proposes a nice product on lots that are a little wider and bigger than other PD development and built at a lower density. The lot layout has been based on the natural features of the property and will provide nice amenities without trying to fit too much.

HICKLIN SUBDIVISION

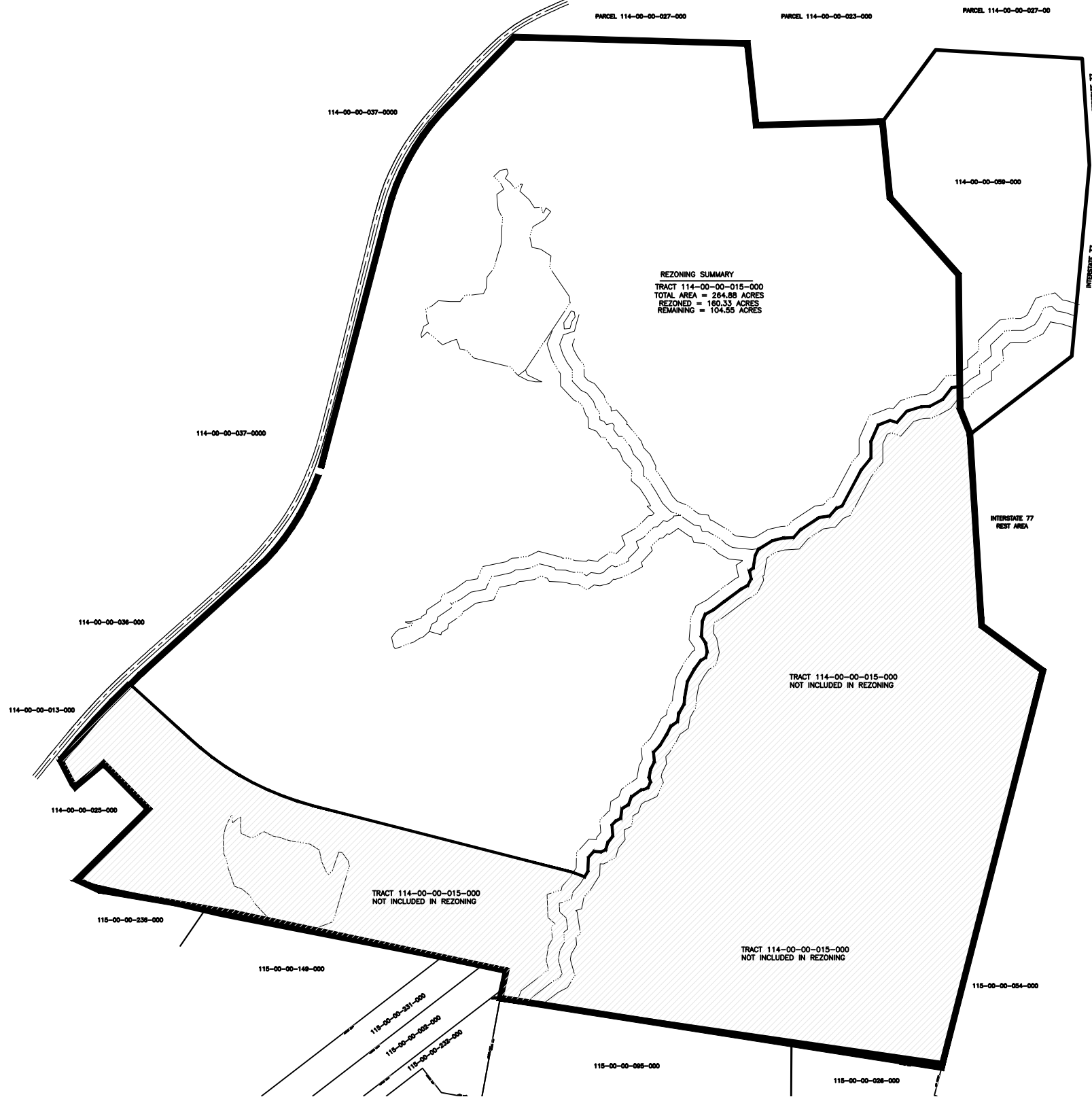
CHESTER COUNTY, SOUTH CAROLINA



VICINITY MAP: N.T.S.

DEVELOPMENT DATA
 PROPOSED ZONING: PD
 COUNTY: CHESTER COUNTY
 TAX PARCEL: 114-00-00-015-000

REZONING SUMMARY
 TRACT 114-00-00-015-000
 TOTAL AREA = 284.88 ACRES
 REZONED = 160.33 ACRES
 REMAINING = 104.55 ACRES



PRELIMINARY
 FOR REVIEW PURPOSES ONLY

NO.	BY	DATE	REVISION

Project: **HICKLIN SUBDIVISION**
 CHESTER COUNTY, SOUTH CAROLINA

Title: **REZONING #1**
TRACT 114-00-00-015-000

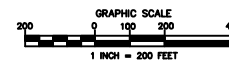
File #: 2121-SK200 | Date: 12/5/21 | Project Exp: FRL

ISAACS
 CIVIL ENGINEERING DESIGN AND SURVEYING

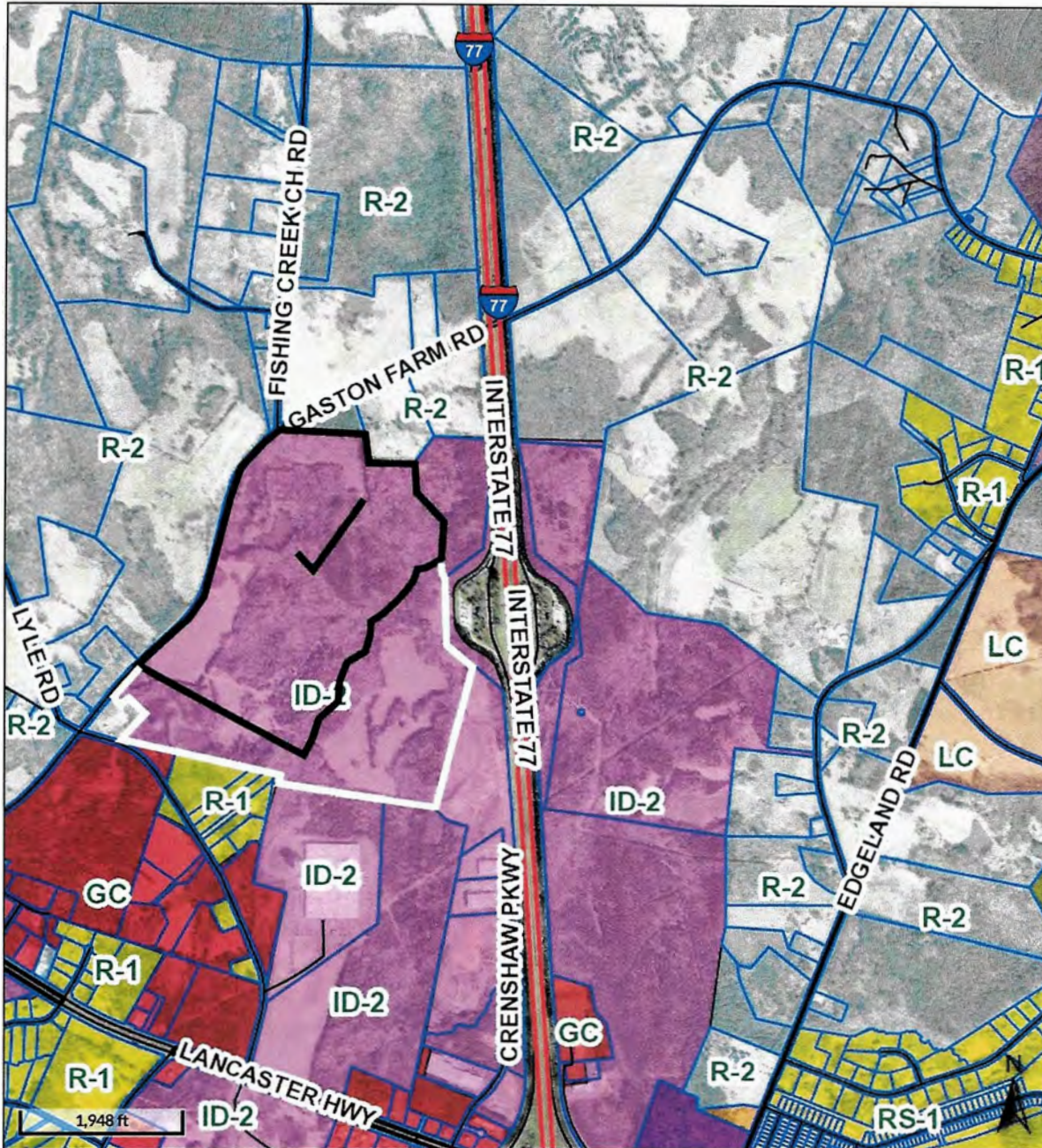
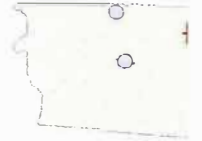
8720 RED OAK BOULEVARD, SUITE 420
 CHARLOTTE, N.C. 28217
 PHONE (704) 527-3440 FAX (704) 527-8335

Scale: 1"=200'

RZ1.0



Overview



Date created: 9/2/2022
Last Data Uploaded: 9/2/2022 4:50:38 AM

Developed by  Schneider
GEOSPATIAL

Hello,

The Department agrees in concept with allowing two access locations on Gaston Farm Road. The final determination will be made during the encroachment permit application process, when the SCDOT Access and Roadside Management Standards (ARMS) manual requirements for horizontal and vertical sight distance and separation between roads and driveways must be demonstrated by the developer's civil engineer.

Thank you,

Allison C. Love, AICP
Assistant District Permit Engineer – District 4
SC Department of Transportation
(803) 385-4261



Safety 1st – Live By It!
Let 'em Work, Let 'em Live!



VIA Electronic Mail

May 5, 2022

Chester County
Building and Zoning
PO Box 580
Chester, SC 29706

Re: Chester Sewer District
Willingness and Ability to Serve Letter
for NPDES Permit # SC0001741

To Whom It May Concern:

The Chester Sewer District (d/b/a) Chester County Wastewater Recovery (CWR) is willing and able to provide The Miller Development's with an additional twenty-five (25) residential units to the previous allotment of three-hundred-seventy-five (375) residential units with wastewater service. The cumulative allocation is four-hundred (400) residential units for the properties located on Gaston Farm Road in Richburg, South Carolina. The tax map numbers for the aforementioned lots are as follows:

- 114-00-00-015-000
- 114-00-00-059-000


Please note, this willingness and ability letter are subject to the following conditions:

- CWR will evaluate the current capacity conditions if construction has not begun and/or is not completed by the expiration date, May 31, 2024.

If you require additional information, please call me at (803) 377-3541.

Sincerely,

Chester County Wastewater Recovery


Phillip A. Thompson-King
Executive Director

Cc: J. Michael Hunter, Maintenance Superintendent, CWR
Tony Young, Wastewater Operations Superintendent, CWR
Joel Manning, Finance Analyst and Manager, CWR
The Miller Development
File



Solving the water needs of tomorrow, today.

WATER AVAILABILITY REQUEST FORM (For Informational Purposes)

Date: 08/24/2021

A. Owner/Developer: DRB Group - Chris Robusto

Phone# (704) 574-316

Address: 227 W Trade St, Suite 1610, Charlotte, NC 28202

E-mail crobusto@drbgroup.com

Owner Engineer: The Isaacs Group - Benji Layman

Phone# (704) 527-3440

Address: 8720 Red Oak Blvd, Suite 420, Charlotte, NC 28217

E-mail blayman@isaacsgrp.com

B. Development/Project Name: Hicklin Property Development

Development/Project Location: Gaston Farm Road at Lyle Rd

Parcel Number: 114-00-00-015-000 and 114-00-00-059-000

C. Type of Development

- Residential
- Multi-Family
- Commercial
- Industrial
- Institutional

Type of Business: _____ Number of Units: 750

Building Area (SQ FT): _____ Anticipated Water Capacity Required (GPM) 947

District Use Only

Water may be available if the property owner meets the conditions as follows:

1. Capacity to provide service:

- The property is within the District's Water System service area and the System has sufficient capacity to serve this property.
- Service to this property is **not available** from the Water System at this time.

2. Availability of Domestic Water Service

- Water will be provided by service connection to an existing 16 inch water main located along Lyle Rd and is approximately 3500 feet from the site.
- Water service is available after the following improvements are completed:
 - 3500 feet of 12 inch water mains on Lyle Rd to reach the site;
 - The construction of a distribution system on the site;
 - Other Describe: _____

3. Availability of water for firefighting:

- The nearest fire hydrant is located at Int of Lyle Rd/Fredric Dr and is within 3500 feet of the property.
- Fire flow capacity is not available and shall be extended.

Approved By: Andrew Letts Date: 08/24/2021
District Engineer



FIRE HYDRANT FLOW TESTING FORM

Completed by: TCausey JHinson

FLOW HYDRANT DATA					TEST HYDRANT DATA			HYDRANT/TEST COMMENTS
DATE	COEFF.	FLOW HYDRANT ID	PITOT READING	GPM (from chart)	TEST HYDRANT ID	STATIC PRESSURE	RESIDUAL PRESSURE	
3/23/2021	0.9	L01	32	949	L01	48	40	Lyle Rd
3/23/2021	0.9	L02	30	919	L01	48	42	Fredric Dr



June 3, 2022
Allison Love, AICP
District 4, SCDOT
loveac@scdot.org

RE: Pre-Submission checklist for Hicklin Property development to be located in Chester County, SC
(DAVENPORT Project Number **225100**)

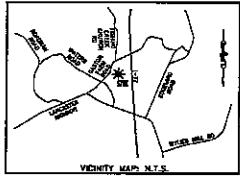
Dear Ms. Love

I am pleased to submit this Pre-Submission checklist for this proposed project in Chester County. The transportation impact analysis will be prepared in accordance with the SCDOT guidelines for traffic impact studies and the following proposed scoping items. Please advise if any of these items should be adjusted:

- **Site Location** –3120 State Rd 46, Richburg, SC 29729
- **Site Layout** – (See attached site plan)
- **Trip Generation** – (see attached table)
 - LUC 210 – 400 Single Family Homes.
- **Proposed analysis software** - Synchro Traffic Modeling Software (Version 10)
- **Proposed Study Intersections** – (See attached Study Intersection map)
 - S-46 (Gaston Farm Road) at Fishing Creek Church Road
 - S-46 (Gaston Farm Road) at Lyle Road
 - SC-9 (Lancaster Highway) at S-46 (Gaston Farm Road)
 - SC-9 (Lancaster Highway) at Lyle Road
- **Proposed Site Accesses**
 - S-46 (Gaston Farm Road) at Site Access 1 (Full, northern)
 - S-46 (Gaston Farm Road) at Site Access 2 (Full, southern)
- **Proposed future build analysis year** – 2029
- **Proposed annual growth rate** – 2%, 10-year data, see attached
 - Station Number 185: 2019 – 11,400 ADT; 2010 – 10,900 ADT
 - Station Number 187: 2019 – 12,400 ADT; 2010 – 11,200 ADT
- **Proposed Study Scenarios:** AM (7-9 am) and PM (4-6 pm) peaks for the following:
 - 2022 Existing Conditions
 - 2029 Future No-Build Conditions
 - 2029 Future Build Conditions
 - 2029 Future Build Conditions + Improvements (as necessary)

HICKLIN SUBDIVISION

CHESTER COUNTY, SOUTH CAROLINA



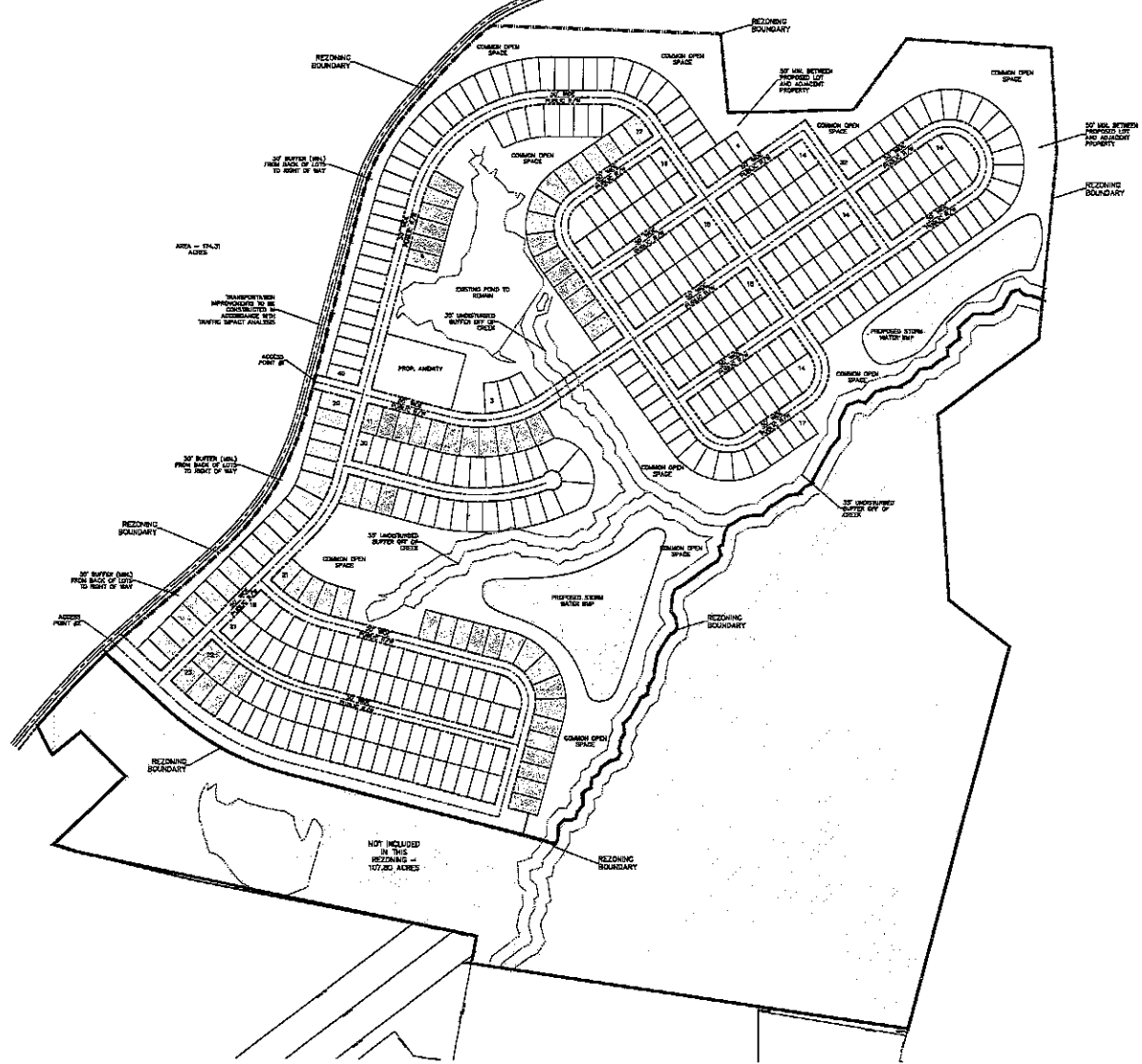
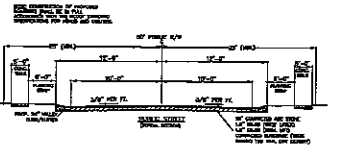
DEVELOPMENT DATA

PROPOSED ZONING: R-1
 COUNTY: CHESTER COUNTY
 TAX MAPS: 118-00-019-000, 118-00-02-00A-000
 AREA TO BE REVIEWED: 225 ACRES
 PROJECT NUMBER: 235
 DATE PREPARED: JULY 1984
 SCALE: AS SHOWN
 DRAWN BY: [Name]
 CHECKED BY: [Name]

LEGEND

1. NOT WALK LOTS
 2. NOT INCLUDED IN THIS REZONING
 3. PROPOSED MAP

- APPLICABLE STANDARDS**
- THE BOUNDARY HEIGHT OF ANY BUILDING CONSTRUCTED ON THE SITE SHALL BE AS SET BY THE ZONING REGULATIONS.
 - THE PRIMARY OUTDOOR SWIMMING POOL FOR EACH SINGLE FAMILY ATTACHED DWELLING UNIT CONSTRUCTED ON THE SITE SHALL BE A COMBINATION OF HOT TUBS OR A SWIMMING POOL AND A SHOWER ENCLOSURE. SWIMMING POOLS MUST BE CONSTRUCTED WITHIN THE REAR YARD.
 - PAVING, DRIVE OR DRIVEWAYS MAY NOT BE USED AS AN EXTERIOR SWIMMING POOL OR HOT TUB. THE FINISHING SHALL BE CONCRETE OR BRICK. THE SURFACE SHALL BE FINISHED WITH CONCRETE OR BRICK. THE FINISH SHALL BE FINISHED IN THIS AND GARAGE DOOR.
 - THE SINGLE FAMILY ATTACHED DWELLING UNITS SHALL HAVE SLAB FOUNDATIONS.
 - THE ACORN, LEAF AND THE SINGLE FAMILY ATTACHED DWELLING UNITS MAY NOT HAVE THE EXISTING DRIVEWAY OR THE EXISTING DRIVEWAY.
 - EACH SINGLE FAMILY ATTACHED DWELLING UNIT CONSTRUCTED ON THE SITE SHALL HAVE A DRIVEWAY.
- DEVELOPMENT NOTES**
- ALL LOTS TO BE SERVED WITH WATER AND SEWER.
 - PAVING AND DRIVE CONSTRUCTION PLAN SHALL BE APPROVED BY THE COUNTY ENGINEER.
- STORMWATER AND EROSION CONTROL**
- THE SITE SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL GOVERNMENT REGULATIONS.
- LANDSCAPING**
- THE SITE SHALL COMPLY WITH ALL COUNTY LANDSCAPING REQUIREMENTS.
- PLANTING/PAVING REQUIREMENTS**
- PAVING/PAVING REQUIREMENTS SHALL BE MADE IN ACCORDANCE WITH THE TRAFFIC ANALYSIS STUDY REPORT WHICH IS SUBMITTED WITH THIS PLAN.



PRELIMINARY FOR REVIEW PURPOSES ONLY

PROJECT: HICKLIN SUBDIVISION CHESTER COUNTY, SOUTH CAROLINA	DATE: [Date]
TITLE: SITE PLAN	DRAWN BY: [Name]
DESIGNED BY: [Name]	CHECKED BY: [Name]
APPROVED BY: [Name]	SCALE: 1" = 200'



NO.	BY	DATE	REVISION



FIGURE 2A
SITE LOCATION MAP

SITE INDICATOR





FIGURE 2B
VICINITY MAP

STUDY INTERSECTIONS
 EXISTING ●
 PROPOSED ●



Chester County Planning Commission Meeting August 16th, 2022

CCMA22-18 Fielding Homes LLC C/O Isaacs Group request Tax Map # 114-00-00-059-000 on Gaston Farm Road to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). Commissioner Grant motioned to approve, second by Commissioner Howell. Vote 5-1 to approve. Commissioner Walley opposed.



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: 8-16-22 Case # CC.MA22-18 Invoice # 5407

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

Please give your reason for this rezoning request:

To provide 400 single family lots in a master planned community

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: 236117

Property Address Information

Property address: Gaston Farm Road adjacent to I-77
 Tax Map Number: 114-00-00-059-000 Acres: 19.27

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

PLEASE PRINT:

Applicant(s): Fielding Homes, LLC and The Isaacs Group (Benji Layman)
 Address 227 W. Trade Street Suite 1610 Charlotte, NC 28202 8720 Red Oak Blvd Suite 420 Charlotte, NC
 Telephone: 704-200-9730 cell 704-574-0316 work 704-527-3440
 E-Mail Address: crobusto@drbggroup.com blayman@isaacsgrp.com

Owner(s) if other than applicant(s): Miller Development Company
 Address: 1120 East Boulevard Suite 200 Charlotte, NC 28203
 Telephone: 704-746-7066 cell 704-746-7066 work _____
 E-Mail Address: tom@millerdevelopmentcompany.com

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

Owner's signature: [Signature] Date: 7/12/22
 Applicant signature: [Signature] Date: 7/12/22

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

We are proposing to rezone a portion of two parcels (114-00-00-015-000 and 114-00-00-059-000) located on Gaston Farm Road to PD to accommodate 400 single family lots. The request is to rezone approximately 160 acres of parcel 114-00-00-015-000 (104.50 to remain as ID-2) and approximately 19.30 acres of parcel 114-00-00-059-000 (2.80 acres to remain ID-2). The total to remain as ID-2 is approximately 107.30 acres.

The entire development will consist of single family lots with widths of either a minimum of 60' or a minimum of 70' in width and a minimum area of 7,000 square feet. The density for the development works out to 2.25 lots/acre based on 400 lots across approximately 180 acres.

There will be multiple pocket parks spread throughout the development which will include dog stations, benches, and enhanced landscaping. There will also be a main amenity area which will include a pool and cabana. A great effort has been made to maintain the existing ponds (two separate ponds) and streams (along with buffers) and leave those as natural open space.

Streets are designed to Chester County standard and consist of 26' of pavement as well as sidewalk on both sides. These roads will be constructed to County paving sections and turned over to the County upon request. Along with the pocket parks, there will be small areas of surface parking that can be used for overflow. Each lot will consist of a total of 4 unobstructed parking spaces (2 in the garage and 2 in the driveway; outside of the sidewalk). A TIA is being performed and coordinated with SCDOT so that the necessary road improvements will be constructed to mitigate traffic concerns.

All applicable County and State regulations will be met with regards to landscaping, erosion control, and permanent storm water detention/water quality. During construction multiple sediment basins will be constructed to control surface run off. A buffer will be provided off of all streams to allow for room to collect construction run off and send this water to ponds to settle. Water will then be skimmed off the top and clean water will be released at a slow rate or draw down time over several days. In the final condition, two large ponds will be provided to treat and detail storm water. Again, this will be released at a rate lower than existing conditions. Landscaping will be provided per code. Also, existing trees will remain undisturbed along the creek buffers and in areas around the perimeter of the property.

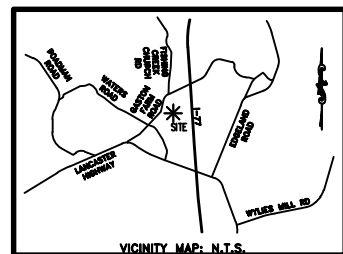
The development will have an HOA and will have covenants. This will provide direction on all easement information as well as maintenance responsibilities for common open space as well as maintenance for storm water ponds. The covenants will be recorded to assure compliance.

Sewer capacity was paid for 400 lots and it is anticipated the infrastructure will be constructed to ensure the capacity agreement stays in place. It is anticipated that full build out will occur around 2029.

The approach with this project has been a little different than other proposed developments in the market today. This project proposes a nice product on lots that are a little wider and bigger than other PD development and built at a lower density. The lot layout has been based on the natural features of the property and will provide nice amenities without trying to fit too much.

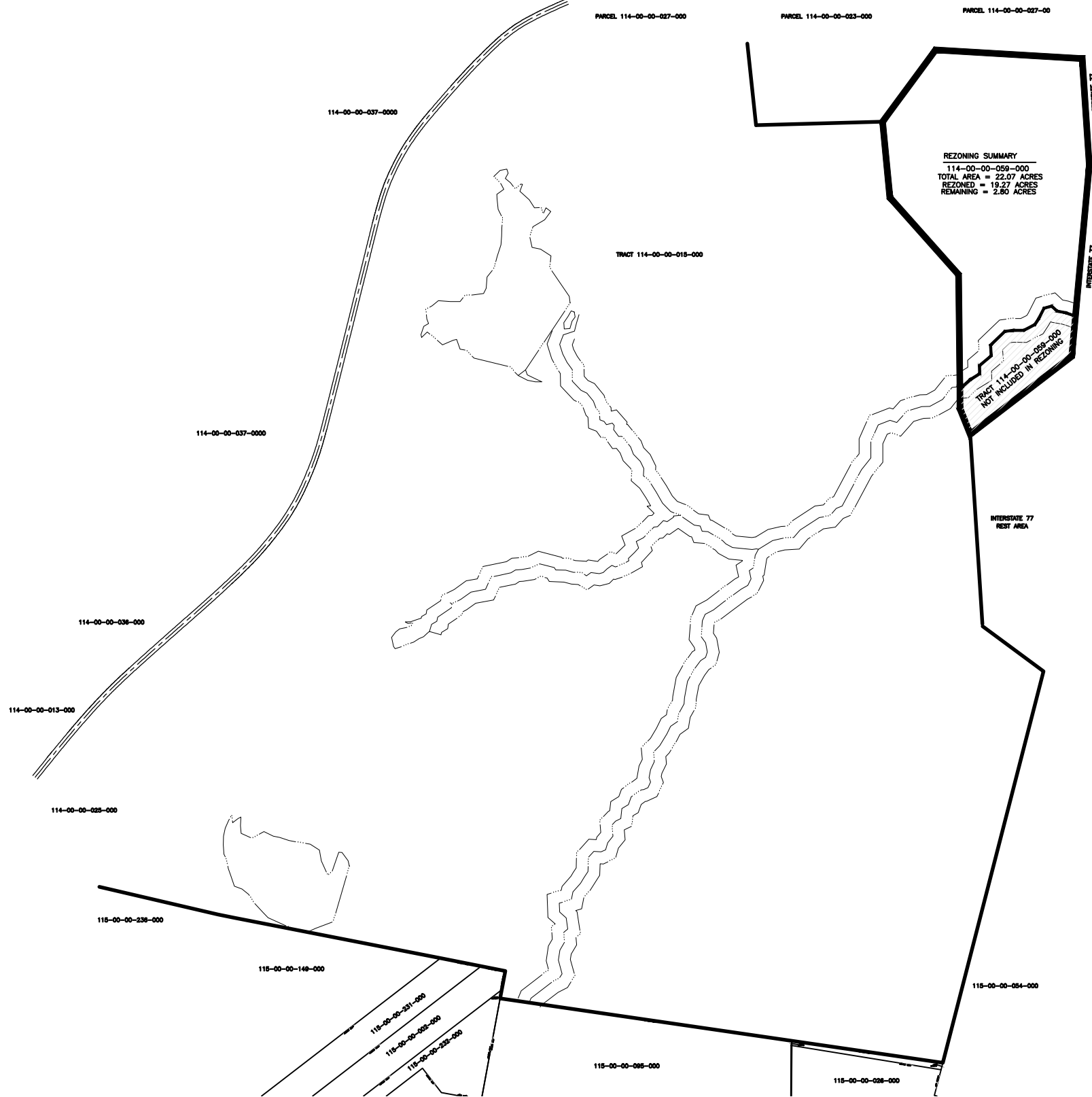
HICKLIN SUBDIVISION

CHESTER COUNTY, SOUTH CAROLINA

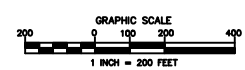


DEVELOPMENT DATA
 PROPOSED ZONING: PD
 COUNTY: CHESTER COUNTY
 TAX PARCEL: 114-00-00-059-000

REZONING SUMMARY
 TRACT 114-00-00-059-000
 SMALL TRACT = 22.07 ACRES
 REZONED = 19.27 ACRES
 REMAINING = 2.80 ACRES



PRELIMINARY
 FOR REVIEW PURPOSES ONLY



NO.	BY	DATE	REVISION

Project: **HICKLIN SUBDIVISION**
 CHESTER COUNTY, SOUTH CAROLINA

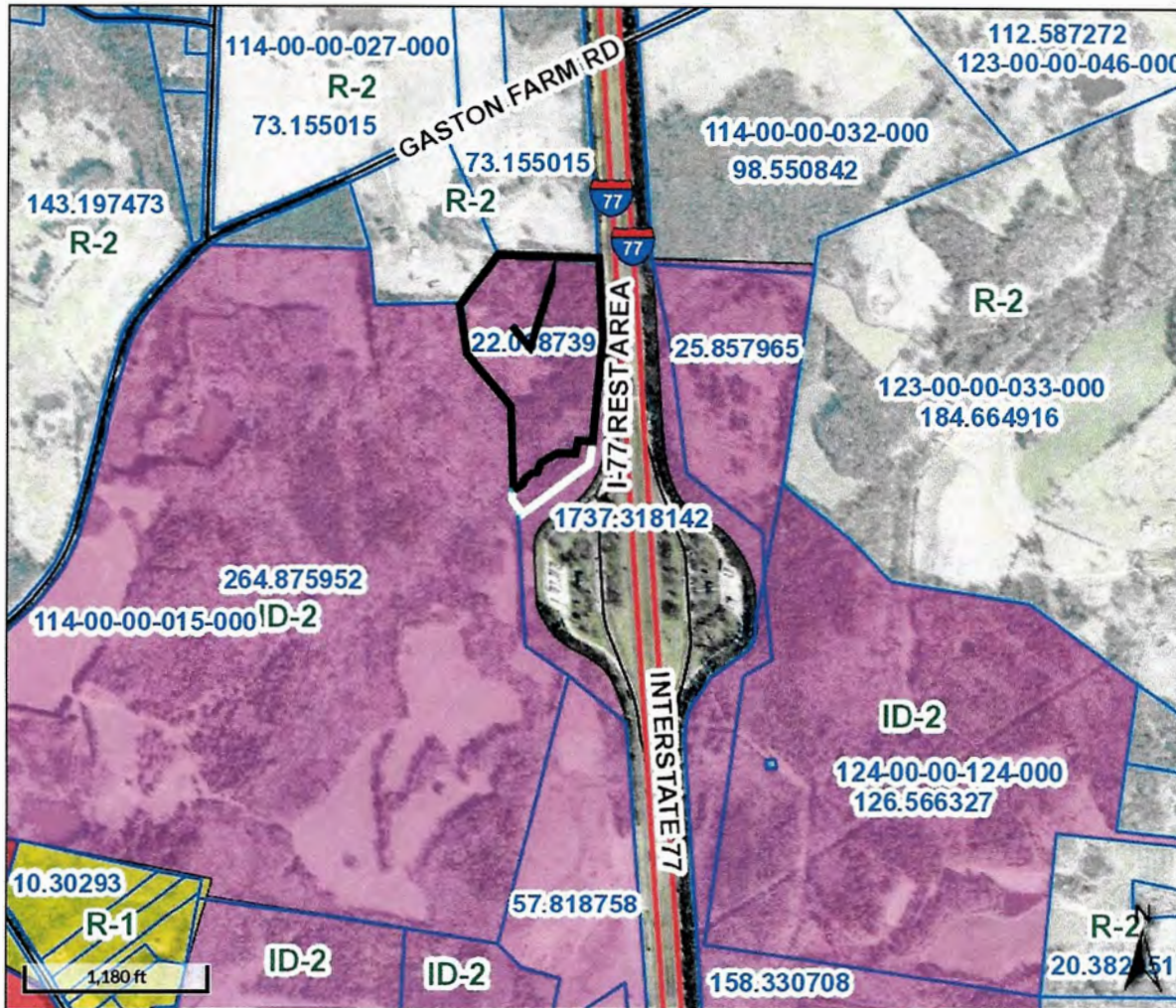
Title: **REZONING #2**
TRACT 114-00-00-059-000

File # 2121-SK2ND Date 12/3/21 Project Egr: FBL

Drawn By: FBL/CSH
 Scale: 1"=200'

8720 RED OAK BOULEVARD, SUITE 420
 CHARLOTTE, N.C. 28217
 PHONE (704) 527-3440 FAX (704) 527-8335

R22.0



Overview



Parcel ID	114-00-00-059-000	Alternate ID	n/a	Owner Address	MILLER THOMAS BROWN
Sec/Twp/Rng	n/a	Class	LA		MILLER CHARLES STEPHEN
Property Address		Acreage	22		1682 PLEASANT GROVE RD
					CHESTER SC 29706
District	03				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 9/2/2022
 Last Data Uploaded: 9/2/2022 4:50:38 AM

Developed by  **Schneider**
 GEOSPATIAL

Hello,

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Thank you,

Allison C. Love, AICP
Assistant District Permit Engineer – District 4
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(803) 385-4261



Safety 1st – Live By It!
Let 'em Work, Let 'em Live!



VIA Electronic Mail

May 5, 2022

Chester County
Building and Zoning
PO Box 580
Chester, SC 29706

Re: Chester Sewer District
Willingness and Ability to Serve Letter
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Please note, this willingness and ability letter are subject to the following conditions:

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Sincerely,

Chester County Wastewater Recovery


Phillip A. Thompson-King
Executive Director

Cc: J. Michael Hunter, Maintenance Superintendent, CWR
Tony Young, Wastewater Operations Superintendent, CWR
Joel Manning, Finance Analyst and Manager, CWR
The Miller Development
File



Solving the water needs of tomorrow, today.

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Date: 08/24/2021

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Owner Engineer: The Isaacs Group - Benji Layman

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Address: 8720 Red Oak Blvd, Suite 420, Charlotte, NC 28217

E-mail blayman@isaacsgrp.com

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Development/Project Location: Gaston Farm Road at Lyle Rd

Parcel Number: 114-00-00-015-000 and 114-00-00-059-000

C. Type of Development

- Residential
- Multi-Family
- Commercial
- Industrial
- Institutional

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Building Area (SQ FT): _____ Anticipated Water Capacity Required (GPM) 947

District Use Only

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District Engineer



FIRE HYDRANT FLOW TESTING FORM

Completed by: TCausey JHinson

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June 3, 2022
Allison Love, AICP
District 4, SCDOT
loveac@scdot.org

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(DAVENPORT Project Number **225100**)

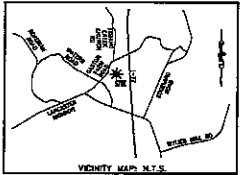
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 - S-46 (Gaston Farm Road) at Site Access 1 (Full, northern)
 - S-46 (Gaston Farm Road) at Site Access 2 (Full, southern)
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 - Station Number 185: 2019 – 11,400 ADT; 2010 – 10,900 ADT
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- **Proposed Study Scenarios:** AM (7-9 am) and PM (4-6 pm) peaks for the following:
 - 2022 Existing Conditions
 - 2029 Future No-Build Conditions
 - 2029 Future Build Conditions
 - 2029 Future Build Conditions + Improvements (as necessary)

HICKLIN SUBDIVISION

CHESTER COUNTY, SOUTH CAROLINA



DEVELOPMENT DATA
 PROPOSED ZONING: RD
 COUNTY: CHESTER COUNTY
 TAX MAPS: 114-00-00-010-000, 114-00-00-004-000
 FULL LOT WIDTH SHOWING: 80 FT.
 ROAD SETBACK: 30 FT.
 ROAD WIDTH: 30 FT.
 DISTANCE FROM ADJOINING PROPERTY: 20 FT.
 TOTAL SETBACKS: 20 FT.
 AREA TO BE REZONED: 128.8 ACRES
 TOTAL NUMBER OF LOTS: 400 (THIRTY-NINE (39) ARE TO BE WOOD TRAIL LOTS)
 PROPOSED LOTS: 235 UNITS
 ROAD SETBACK: 30 FT.
 DIST. REZONED: 128.8 ACRES
 C.L.S. PROVIDED: 235 UNITS
 PUBLIC WETLANDS AND OTHER OPEN AREAS: PUBLIC WETLANDS AND OTHER OPEN AREAS



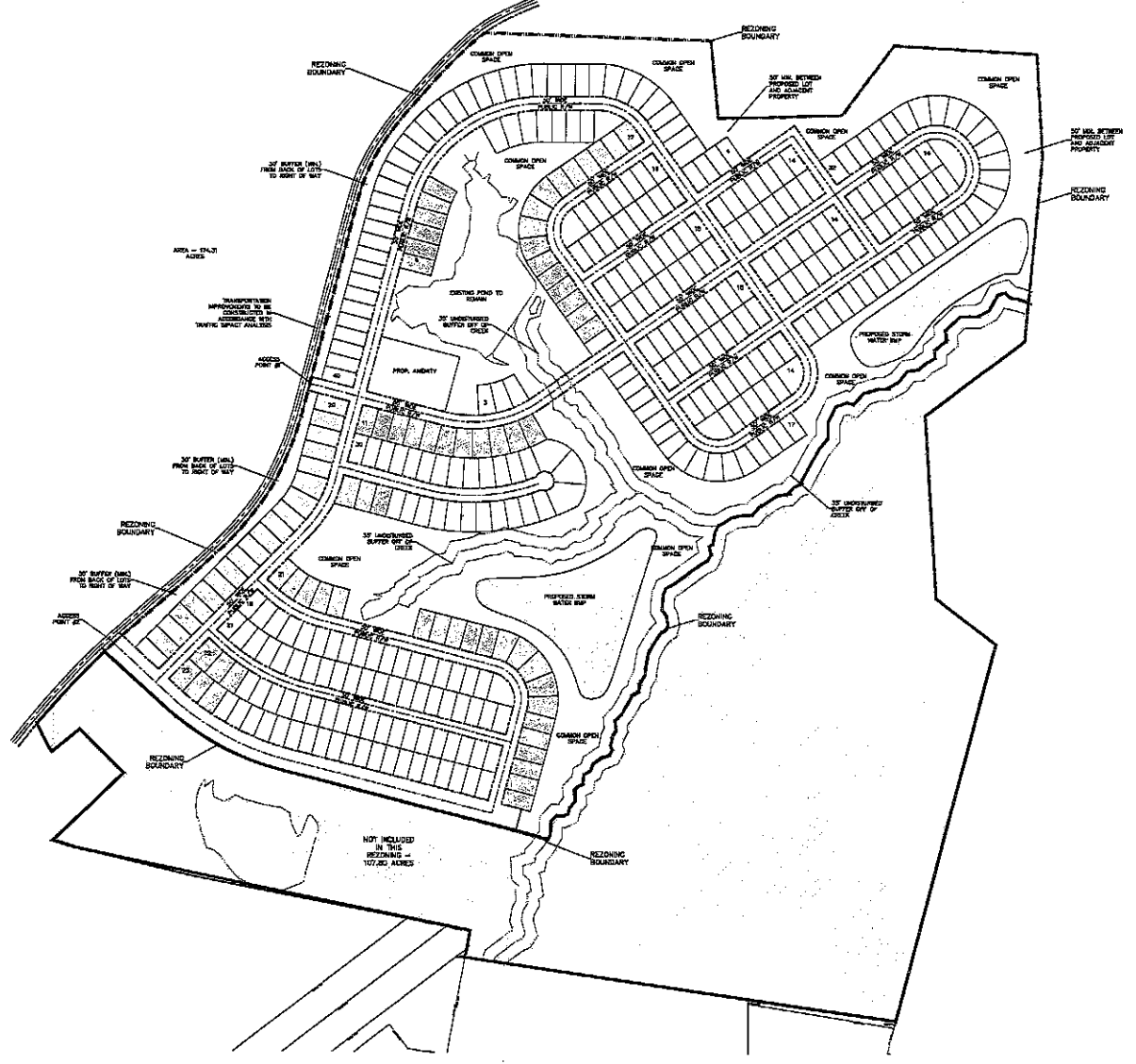
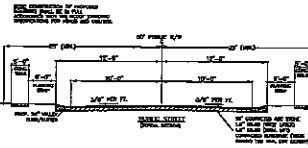
ARCHITECTURAL STANDARDS
 1. THE BOUNDARY HEIGHTS OF ANY BUILDING CONSTRUCTED ON THE SITE SHALL BE AS SET BY THE ZONING ORDINANCE.
 2. THE PRIMARY EXTERIOR BALCONY AREA FOR THE SINGLE FAMILY ATTACHED DWELLING UNITS CONSTRUCTED ON THE SITE WILL BE A COMBINATION OF PORTIONS OF THE EXTERIOR BALCONY AND PORCHES. STAIRS, HANDRAILS AND RAILINGS SHALL BE CONSTRUCTED TO THE BALCONY.
 3. WALKWAYS OR PORCHES MAY BE USED AS AN EXTERIOR BALCONY AREA FOR THE SINGLE FAMILY ATTACHED DWELLING UNITS CONSTRUCTED ON THE SITE. THE PORTING SHALL BE CONSTRUCTED TO THE BALCONY. STAIRS, HANDRAILS AND RAILINGS SHALL BE CONSTRUCTED TO THE BALCONY. STAIRS, HANDRAILS AND RAILINGS SHALL BE CONSTRUCTED TO THE BALCONY.
 4. THE SINGLE FAMILY ATTACHED DWELLING UNITS SHALL HAVE CUBIC FOOTAGE.
 5. THE ACTUAL AREA OF THE SINGLE FAMILY ATTACHED DWELLING UNITS MAY VARY FROM THE AREA SHOWN ON THIS REZONING PLAN.
 6. EACH SINGLE FAMILY ATTACHED DWELLING UNIT CONSTRUCTED ON THE SITE SHALL HAVE A DRIVEWAY.

DEVELOPMENT NOTES
 1. ALL LOTS TO BE SERVED WITH WATER AND SEWER.
 2. MAJOR AND MINOR CONSTRUCTION PLANS SHALL BE APPROVED, REVIEWED, AND APPROVED BY THE ENGINEERING DEPARTMENT.
 3. THE SITE SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
 4. EACH LOT SHALL HAVE A DRIVEWAY AND 20' UNOBSTRUCTED DRIVEWAY FOR PARKING.
 5. SURFACE PARKING SHALL BE PROVIDED AT ADEQUATE SPACING AROUND THE SITE.

STORMWATER AND EROSION CONTROL
 1. THE SITE SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
 2. EACH LOT SHALL HAVE A DRIVEWAY AND 20' UNOBSTRUCTED DRIVEWAY FOR PARKING.
 3. SURFACE PARKING SHALL BE PROVIDED AT ADEQUATE SPACING AROUND THE SITE.

LANDSCAPING
 1. THE SITE SHALL COMPLY WITH ALL COUNTY LANDSCAPING REQUIREMENTS.
 2. TRANSPORTATION IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE TRAFFIC ANALYSIS STUDY REPORT, WHICH IS SUBMITTED WITH THIS PLAN.

ENGINEERING NOTES
 1. THE ENGINEER HAS REVIEWED THE SITE AND FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.
 2. THE ENGINEER HAS REVIEWED THE SITE AND FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.
 3. THE ENGINEER HAS REVIEWED THE SITE AND FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.



PRELIMINARY FOR REVIEW PURPOSES ONLY

		HICKLIN SUBDIVISION CHESTER COUNTY, SOUTH CAROLINA SITE PLAN	
10/13/2020 11/13/2020 12/13/2020	10/13/2020 11/13/2020 12/13/2020	10/13/2020 11/13/2020 12/13/2020	10/13/2020 11/13/2020 12/13/2020

8705 RED OAK HIGHLANDS, SUITE 100
 CHARLOTTE, N.C. 28217
 PHONE (704) 537-2440 FAX (704) 537-8333



NO.	BY	DATE	REVISION



FIGURE 2A
SITE LOCATION MAP

SITE INDICATOR





FIGURE 2B
VICINITY MAP

STUDY INTERSECTIONS
 EXISTING
 PROPOSED



CCMA22-19 D.R. Horton Inc request Tax Map # 135-00-00-019-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD).

Brandon Pridemore 1186 Stonecrest Boulevard Tega Cay, South Carolina. I'm with Argo Harrison Associates as a consulting engineer. Troy Karski. D R Horton at 8025 Arrowood Boulevard Charlotte, North Carolina. Mr. Pridemore stated I'm here on behalf of D R Horton. But you have the plan before you and the site are approximately 494 acres total. It is the Richburg Magnolia property which is currently zoned ID-1 and ID-2. We are proposing it as a PD with eight and a half acres to be retained for commercial along Hwy 9. It does have a density of 1124 total units of build out, but it is a gross density of only 2.3 units an acre looks at it the intent right now is to develop it as two product types 50-foot lot. But it's proposed 1124 total lots with 50-foot lots and 60-foot lots. The 50 foot lots will make up about 65% of the total lots and the 60-foot lots will be 35%. A couple of things that I wanted to point out to is we're going to propose this as three master phases about 400 lots at a time. The build out for that is expected to be about 8 to 10 years from today, assuming we're able to get through the process to get rezoned. One of the things to, I wanted to point out was the amount of open space that we're proposing on the site out of the 494 acres. We have almost 240 acres that'll be left as open space preserving a lot of perimeter areas around creeks and streams, you know, environmental sensitive areas that is almost 50% of our site premium preserving open space.

I know in past presentations and discussions I've heard from this commission as well was amenities and open space. And we also in addition to that open space, we have nine pocket parks proposed including the central amenity, which I believe is going to be a pool and Cabana and then we'll have intermittent pocket parks spread throughout the community. So, every person would be within about a five-to-10-minute walking distance of an improved open space. The PD does require as the last applicant said a 50-foot perimeter setback. On the non-road frontage sides, we do have a 30-foot dedicated setback and buffer along the highway. From a traffic standpoint we have completed a traffic study Kimberly Horn is our consultant that has done that. We're working through that with SCDOT its currently on the review, but we are proposing four access points. We have two primary access points right to Hwy 9 directly and we will have full access at those with turn lanes included along Hwy 9 and then we'll be connecting to Lewisville High School adding a third lane to the Lewisville High School Road to help circulation there. And then we'll also be connected to Sloan Road. And just to kind of preface and address the comments I heard from Mr. Howell earlier road. It's kind of an intermediate road if you will. D R Horton is prepared in discussions with SCDOT to improve that road upon completion of the project. Whether it'd be resurfacing, full depth reclamation, you know I've prepped these guys that would be one of the commitments we need to make so we are prepared to do that as well.

From a development agreement standpoint, I heard Ms. Winters ask as well, Ben Johnson with Robinson Bradshaw, I believe has been in communication with you on D R Horton's behalf and they will enter into a development agreement. From a product standpoint, they're proposing one to two story products. They're still working on the programming, so we don't have elevations for you. But that you know, they're trying to be very specific to this community and what the needs would be, and I believe you're also proposing active adult for a portion of this as well. Active adult as you well know comes out a little bit higher price point, it's maintained lawns and homes, you know, targeted toward those 50 and older generally, but it's really open to anybody who wants to purchase into that portion of this development. Outside of that we're here to answer any questions you might have. I did want to bring a point to as you know, we're bordered right with the high school and middle school. We think with the interconnectivity

that we have; you know, we're going to help reduce traffic to a point to your point Mr. Howell, you know, we're going to take the industrial uses off the table. We're going to convert it to residential, but as you can see, we've got interconnectivity from road sidewalks right to the high school and middle school. And then of course, elementary school. I'm sorry, and the middle school is just right up the road from us. So, we think again, it's a great spot to build the residential community. Outside of that, we're here to answer any questions you might have.

Commissioner Howell asked What is your average home per outlet for the development?

Mr. Pridemore stated our average home per outlet if you look at it from that standpoint, we're about 280 homes per access point.

Commissioner Howell stated these are 200 our minimum or maximum, I should say, as a question for staff.

Planning Director Levister stated in our zoning ordinances it says if there's more than 200 homes, he must have a minimum of two access points.

Commissioner Grant did you say you would revamp the road. And what's the square footage you're looking to build?

Mr. Pridemore stated Yes, sir. We've agreed with SCDOT that as we move forward with construction documents. Again, assuming we're fortunate enough to get this rezoning approved. We will work with SCDOT to look at that road and improve it as needed. It is actually very similar to what you just saw and buildings we are looking at the 1700 to 2500 square foot. We have a lot of different products. So, it's hard to really put you know, exact number on that but 17 to 25 is what we're looking at right now. And we're similar price point starting in the low threes. Obviously, that's subject to change based on market conditions.

Commissioner Howell asked would there be any ranch homes, and would they be handicap accessible houses?

Mr. Karski stated Yes, all the active. He mentioned the active adult that's all going to be ranch product. So, we call it age targeted. It's not restricted by any means, but all our ranch product is a little bit has a couple higher end finishes and helps sell to the fifty-five and up community that may want that. Most I will say will probably be slab houses. Yes, there could be some basements in there as well depending on how grading works. Some handicap accessible but can't guarantee.

Chairman Raines asked what type of building materials would have on the exterior.

Mr. Karski stated right now we haven't completely selected that. We are open to projecting all hardee board if that's what is required with a developer's agreement. But we will typically have a mix of exterior facades with a mix of stone and hardee board and in certain locations vinyl.

No one spoke in favor or opposition to the rezoning request.

Chairman Raines stated my only concern with this is going back to the previous issue, which is the size of it, but we have an 8 to 10 year build out. That's a lot. There's a fair amount of time to prepare for what's

coming in but I think the access is good. It's right off Hwy 9. And I think you're seeing keeping with some of the I don't know if you want to call them newer or some of the conceptual build out of places to where you do truly have a walking community have a school adjacent to it. Use property with the school for walking. You have a walking neighborhood and that type of stuff. I think it fits well with zoning from that standpoint of encouraging rather than a place to drive into and drive to the grocery store and be in your cars truly a community where you know your neighbors. Commissioner Hill motioned to approve, second by Commissioner Grant. Vote 6-0 Approved



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: 8-16-22 Case # CCMA22-19 Invoice # 5414

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

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive, master planned mixed-use community providing for single family residential and supporting commercial opportunities along the Highway 9 Corridor, east of I-77

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 & 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: 3939 Lancaster Highway
 Tax Map Number: 135-00-00-019-000 Acres: 108.04

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): D.R. Horton, Inc.
Address 8025 Arrowridge Boulevard, Charlotte, NC 28273
Telephone: (704) 377-2006 cell N/A work N/A
E-Mail Address: CMTeuben@drhorton.com

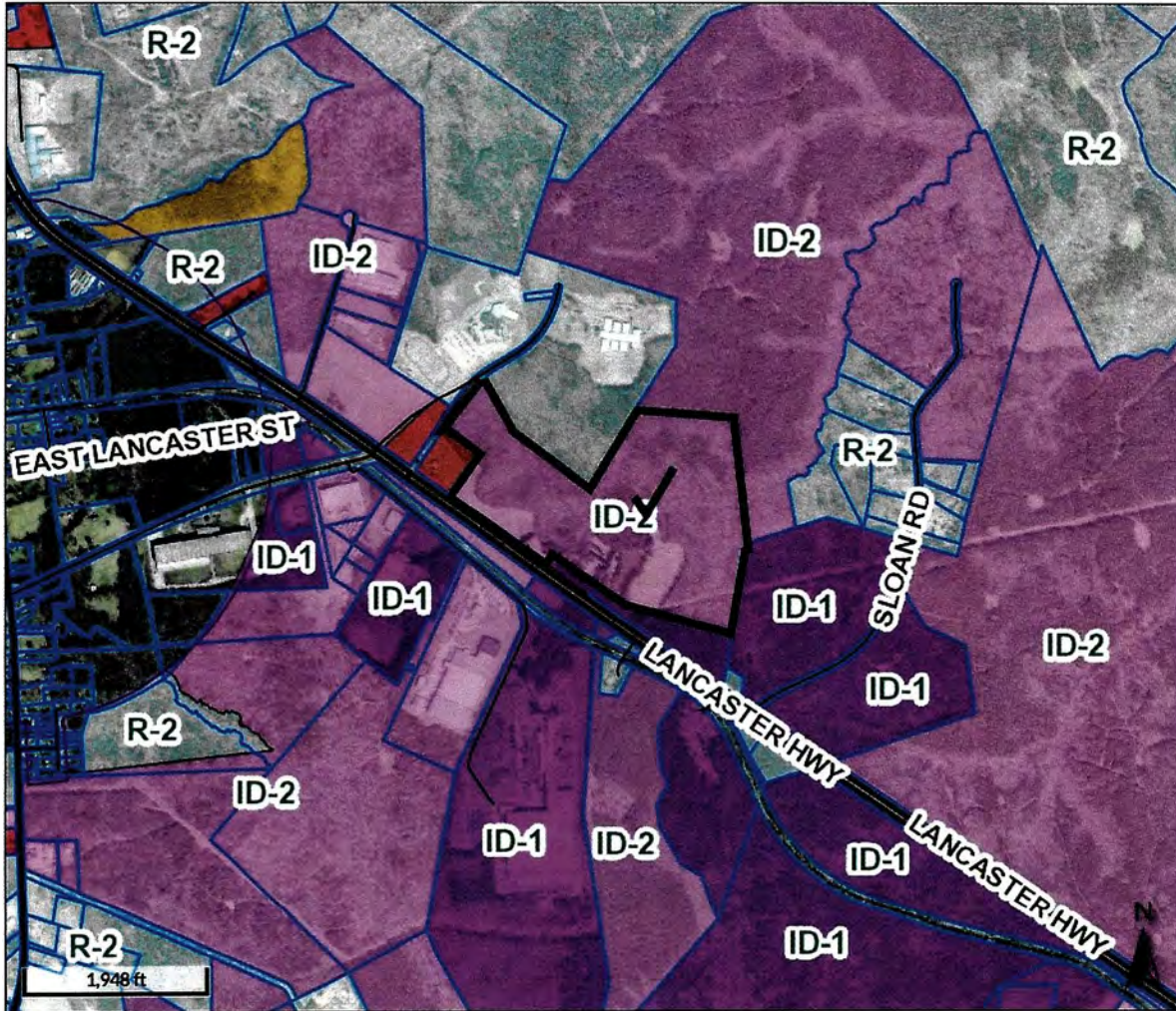
Owner(s) if other than applicant(s): Richburg Magnolias, LLC
Address: P.O. Box 1107, Lancaster, SC 29721
Telephone: cell N/A work N/A
E-Mail Address: N/A

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

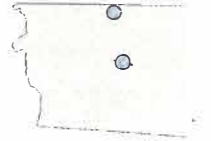
Owner's signature: [Signature] Date: 4-19-2022

Applicant signature: [Signature] Date: 4/19/2022

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



Overview



Parcel ID	135-00-00-019-000	Alternate ID	n/a	Owner Address	RICHBURG MAGNOLIAS LLC
Sec/Twp/Rng	n/a	Class	AC		PO BOX 1107
Property Address	3939 LANCASTER HWY	Acreage	101.135		LANCASTER SC 29721
District	04				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 8/22/2022
 Last Data Uploaded: 8/22/2022 3:19:22 AM

Developed by  **Schneider**
 GEOSPATIAL

**MAGNOLIA RICHBURG PLANNED DEVELOPMENT
RICHBURG MAGNOLIAS & LEWISVILLE T-1 PROPERTIES
CHESTER COUNTY, SOUTH CAROLINA**

AGENT AUTHORIZATION

On behalf of Richburg Magnolias, LLC and Lewisville T-1 Properties, LLC (Sellers), I/we hereby appoint and grant D.R. Horton, Inc. (Purchaser) and its representatives authorization to file for and seek rezoning and development approvals associated with the following properties:

- Tax Parcels: 135-00-00-019-00
135-00-00-020-00
135-00-00-032-00
136-00-00-042-000 (portion of equal to 9.45 acres)

I/We hereby acknowledge Purchaser's intent to rezone to a Planned Development District consisting of single family residential and limited commercial development, subject to approval by the Chester County Council.

Property Owner Signature(s):  4-19-2022
Signature Date

 4-19-2022
Signature Date

 4-19-2022
Signature Date

 4-19-2022
Signature Date



155 Wylie Street • P.O. Box 550 • Chester, South Carolina • 29706
(803) 385-5123 • www.chestermetrosc.com

Solving the water needs of tomorrow, today.

April 11, 2022

DR Horton
C/O R. Joe Harris & Associates, Inc.
1186 Stonecrest Boulevard
Tega Cay, SC 29708

Re: Magnolia Richburg, Richburg SC, Water Availability

This letter is in response to your water availability request to support the rezoning application for tax parcels 135-00-00-019-000, 135-00-00-020-000, 135-00-00-032-011, and 136-00-00-042-000. Per the information provided on the drawing titled: Magnolia Richburg GIS Concept Plan, created by R. Joe Harris & Associates, Inc, the proposed project will consist of 1231 single-family lots.

Chester Metropolitan District's (CMD) water filtration plant has sufficient permitted capacity to provide water to this project while considering our current daily usage and future allocated demands. The water main along Hwy 9 is adequate to serve the project. Water system improvements that are necessary to serve the project will be the responsibility of the Developer.

A Willingness and Capability letter will be provided at a later date for permitting with SCDHEC once the Capital Recovery Fees are paid. There is no reservation of capacity until such time the Capital Recovery Fees are paid.

Please do not hesitate to contact me at alitten@chestermetrosc.com or (803) 385-5123 if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Andy Litten".

Andy Litten, PE
District Engineer

MAGNOLIA TRACE PLANNED DEVELOPMENT PD DESCRIPTIVE STATEMENT PER CHESTER COUNTY ZONING ORDINANCE

This descriptive statement is provided in accordance with Chapter 4-131(f) of the Chester County Zoning Ordinance and shall be considered a part of the rezoning documents and any conditions, statements or other information contained herein shall be binding to the rezoning.

1. Legal description of site boundaries, and total area of the site:

Magnolia Trace Planned Development will consist of 493.73 acres and includes TM#135-00-00-019-000 (108.04 acres), TM#135-00-00-020-000 (289.62 acres), TM#135-00-00-032-000 (86.62 acres) and a portion of TM#136-00-00-042-000 (9.45 acres to be rezoned and made part of the Magnolia Trace PD – remainder to be excluded).

Legal Description of Overall Acreage as Follows:

BEING ALL OF THOSE CERTAIN PARCELS OF LAND LYING IN CHESTER COUNTY, SOUTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 135-00-00-019-000, 135-00-00-020-000, & 135-00-00-032-000, AND A PORTION OF THAT CERTAIN PARCEL OF LAND LYING IN CHESTER COUNTY, SOUTH CAROLINA, HAVING A PARCEL IDENTIFICATION NUMBER OF 136-00-00-042-000 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "PETTICOAT", HAVING SOUTH CAROLINA GEODETIC COORDINATES OF NORTH=1,059,634.189' AND EAST=1,989,463.52', THENCE S41°46'17"E FOR A DISTANCE OF 13,852.11' (GROUND DISTANCE) TO A # 5 REBAR FOUND, SAID POINT BEING ON THE EASTERN RIGHT OF WAY (R/W) LINE OF LEWISVILLE HIGH SCHOOL ROAD (66' PUBLIC R/W), SAID POINT ALSO BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, AND FOLLOWING THE AFOREMENTIONED R/W OF LEWISVILLE HIGH SCHOOL ROAD, THE FOLLOWING 6 CALLS 1)N33°49'38"E FOR A DISTANCE OF 249.17' TO A #5 REBAR SET 2)N34°40'21"E FOR A DISTANCE OF 109.93' TO A #5 REBAR SET 3)N38°31'08"E FOR A DISTANCE OF 116.30' TO A #5 REBAR SET 4)N45°17'48"E FOR A DISTANCE OF 109.23' TO A #5 REBAR SET 5)N52°49'21"E FOR A DISTANCE OF 113.57' TO A #5 REBAR SET 6)N57°52'46"E FOR A DISTANCE OF 94.46' TO A #5 REBAR SET, THENCE, LEAVING SAID R/W, S29°18'53"E FOR A DISTANCE OF 497.63' TO A ¾" SQUARE BAR FOUND, THENCE S52°36'11"E FOR A DISTANCE OF 1000.55' TO A FENCE POST FOUND, THENCE N30°59'26"E FOR A DISTANCE OF 725.73' TO A FENCE POST FOUND, THENCE N31°01'32"E FOR A DISTANCE OF 824.69' TO A #5 REBAR FOUND, THENCE N03°11'52"W FOR A DISTANCE OF 381.99' TO A #5 REBAR FOUND, THENCE N71°10'49"W FOR A DISTANCE OF 1621.34' TO A #5 REBAR FOUND, THENCE N18°47'55"E FOR A DISTANCE OF 912.16' TO A POINT, THENCE N36°17'30"E FOR A DISTANCE OF 14.50' TO A 1" OPEN TOP PIPE FOUND, THENCE S65°32'30"E FOR A DISTANCE OF 157.43' TO A ¾" OPEN TOP PIPE FOUND, THENCE N42°08'28"E FOR A DISTANCE OF 2135.83' TO A #5 REBAR FOUND, THENCE N70°26'47"E FOR A DISTANCE OF 1409.08' TO A ¾" OPEN TOP PIPE FOUND, THENCE S47°20'37"E FOR A DISTANCE OF 1639.60' TO A 1 1/4" OPEN TOP PIPE FOUND, THENCE S26°05'26"E FOR A DISTANCE OF 541.41' TO A FENCE POST FOUND, THENCE S23°06'08"E FOR A DISTANCE OF 1431.83' TO A ½" OPEN TO PIPE FOUND, THENCE S14°49'23"W FOR A DISTANCE OF 2,133.03' TO A #5 REBAR FOUND, THENCE, S 89°38'12"W FOR A DISTANCE OF 627.57' TO A #5 REBAR FOUND ON THE EASTERN R/W OF SLOAN ROAD (S-12-730 66' PUBLIC R/W), THENCE, WITH SAID R/W THE FOLLOWING 4 CALLS 1)N04°17'47"W FOR A DISTANCE OF 264.95' TO A #5 REBAR SET 2)N04°06'14"W FOR A DISTANCE OF 108.78' TO A #5 REBAR SET ON THE BEGINNING OF A NON-TANGENTIAL CURVE 3)SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 45°13'41", HAVING A RADIUS OF 211.47', AND WHOSE LONG CHORD BEARS N16°26'22"E FOR A DISTANCE OF 162.63' TO A #5 REBAR SET 4)N37°16'19"E FOR A DISTANCE OF 226.00' TO A #5 REBAR SET, THENCE, CROSSING SAID R/W, N52°43' 41"W FOR A

1. Legal description of site boundaries, and total area of the site:

(cont'd from previous page)

DISTANCE OF 66.00' TO A #5 REBAR FOUND ON THE WESTERN R/W OF THE AFOREMENTIONED SLOAN ROAD, THENCE, LEAVING SAID R/W, N58°05'05"W FOR A DISTANCE OF 997.00' TO A #5 REBAR FOUND, THENCE N58°05'18"W FOR A DISTANCE OF 18.80' TO A POINT IN A CREEK, THENCE WITH SAID CREEK THE FOLLOWING 61 CALLS 1)S32°52'10"W FOR A DISTANCE OF 72.14' TO A POINT 2)S04°26'032"W FOR A DISTANCE OF 160.17' TO A POINT 3)S22°06'002"W FOR A DISTANCE OF 161.18' TO A POINT 4)S06°12'40"W FOR A DISTANCE OF 171.17' TO A POINT 5)S46°42'10"W FOR A DISTANCE OF 165.33' TO A POINT 6)S13°37'10"E FOR A DISTANCE OF 124.18' TO A POINT 7)S15°50'49"W FOR A DISTANCE OF 7.29' TO A POINT 8)S26°03'28"E FOR A DISTANCE OF 12.63' TO A POINT 9)S04°14'22"W FOR A DISTANCE OF 20.95' TO A POINT 10)S74°17'34"W FOR A DISTANCE OF 28.34' TO A POINT 11)S42°33'41"W FOR A DISTANCE OF 29.10' TO A POINT 12)S19°00'28"W FOR A DISTANCE OF 28.57' TO A POINT 13)S70°24'07"W FOR A DISTANCE OF 6.90' TO A POINT 14)S37°01'28"W FOR A DISTANCE OF 6.07' TO A POINT 15)S07°27'16"E FOR A DISTANCE OF 19.89' TO A POINT 16)S27°25'53"E FOR A DISTANCE OF 16.45' TO A POINT 17)S05°36'34"E FOR A DISTANCE OF 19.59' TO A POINT 18)S17°12'45"W FOR A DISTANCE OF 46.07' TO A POINT 19)S58°02'34"W FOR A DISTANCE OF 7.81' TO A POINT 20)S74°44'08"W FOR A DISTANCE OF 30.05' TO A POINT 21)S44°13'45"W FOR A DISTANCE OF 10.20' TO A POINT 22)S04°04'53"W FOR A DISTANCE OF 48.43' TO A POINT 23)S10°50'50"W FOR A DISTANCE OF 14.25' TO A POINT 24)S32°36'29"E FOR A DISTANCE OF 40.80' TO A POINT 25)S22°05'59"E FOR A DISTANCE OF 46.60' TO A POINT 26)S31°58'56"E FOR A DISTANCE OF 59.31' TO A POINT 27)S14°13'51"E FOR A DISTANCE OF 28.87' TO A POINT 28)S23°04'49"W FOR A DISTANCE OF 11.38' TO A POINT 29)S52°48'22"W FOR A DISTANCE OF 23.74' TO A POINT 30)S48°55'39"W FOR A DISTANCE OF 35.35' TO A POINT 31)S17°34'13"W FOR A DISTANCE OF 17.16' TO A POINT 32)S22°27'12"W FOR A DISTANCE OF 37.57' TO A POINT 33)S55°58'58"W FOR A DISTANCE OF 25.36' TO A POINT 34)S67°46'14"W FOR A DISTANCE OF 29.81' TO A POINT 35)S33°18'08"W FOR A DISTANCE OF 18.11' TO A POINT 36)S16°15'18"W FOR A DISTANCE OF 9.56' TO A POINT 37)S62°30'13"W FOR A DISTANCE OF 5.53' TO A POINT 38)N75°56'31"W FOR A DISTANCE OF 22.21' TO A POINT 39)S75°41'13"W FOR A DISTANCE OF 7.28' TO A POINT 40)S19°29'56"W FOR A DISTANCE OF 4.70' TO A POINT 41)S17°36'18"E FOR A DISTANCE OF 16.90' TO A POINT 42)S69°22'25"E FOR A DISTANCE OF 19.46' TO A POINT 43)S42°48'05"E FOR A DISTANCE OF 10.99' TO A POINT 44)S15°34'37"W FOR A DISTANCE OF 11.62' TO A POINT 45)S49°11'09"W FOR A DISTANCE OF 30.13' TO A POINT 46)S31°25'32"W FOR A DISTANCE OF 20.25' TO A POINT 47)S08°17'05"E FOR A DISTANCE OF 7.96' TO A POINT 48)S63°17'31"W FOR A DISTANCE OF 7.71' TO A POINT 49)N89°31'14"W FOR A DISTANCE OF 22.94' TO A POINT 50)N70°15'47"W FOR A DISTANCE OF 16.69' TO A POINT 51)S81°45'59"W FOR A DISTANCE OF 27.18' TO A POINT 52)S84°01'00"W FOR A DISTANCE OF 29.73' TO A POINT 53)S47°10'37"W FOR A DISTANCE OF 15.49' TO A POINT 54)S75°14'08"W FOR A DISTANCE OF 11.56' TO A POINT 55)N84°46'10"W FOR A DISTANCE OF 9.93' TO A POINT 56)S43°47'28"W FOR A DISTANCE OF 14.81' TO A POINT 57)S64°02'00"W FOR A DISTANCE OF 20.34' TO A POINT 58)S12°55'39"W FOR A DISTANCE OF 10.69' TO A POINT 59)S41°30'06"W FOR A DISTANCE OF 10.39' TO A POINT 60)S78°26'56"W FOR A DISTANCE OF 20.88' TO A POINT 61)N53°37'05"W FOR A DISTANCE OF 6.61' TO A POINT, THENCE, LEAVING SAID CREEK, S10°38'55"E FOR A DISTANCE OF 10.94' TO A ¾" PINCH PIPE FOUND, THENCE S10°38'55"E FOR A DISTANCE OF 473.15' TO A PINCH PIPE FOUND, THENCE S66°15'11"W FOR A DISTANCE OF 525.49' TO A ¾" PINCH PIPE FOUND, THENCE S69°43'40"W FOR A DISTANCE OF 55.41' TO A #5 REBAR FOUND, THENCE S07°37'04"W FOR A DISTANCE OF 823.34' TO A FENCE POST FOUND, THENCE S4°40'06"W FOR A DISTANCE OF 570.64' TO A #5 REBAR SET ON THE NORTHERN R/W OF LANCASTER HIGHWAY (VARIABLE WIDTH PUBLIC R/W) THENCE, WITH SAID R/W, THE FOLLOWING 3 CALLS 1) N55°31'06"W FOR A DISTANCE OF 1,662.00' TO A #5 REBAR SET 2)N55°33'49"W FOR A DISTANCE OF 450.98' TO A #5 REBAR FOUND 3)N54°20'22"W FOR A DISTANCE OF 1,326.08' TO A #5 REBAR FOUND, THENCE, LEAVING SAID R/W, N35°38'09"E FOR

9. Details of association or organization involved in ownership and maintenance, including procedures and methods of operation:

For the single family area, a Homeowners Association (HOA) will be formed and HOA Covenants, Conditions & Restrictions (CCRs) will be recorded forming the basis of operation of common areas, enforcement of uses and lot improvements, voting rights/participation, meeting requirements, establishment of HOA Board and other pertinent information necessary for successful operation and maintenance of a residential community.

10. Outline for development phasing with anticipated time frames:

The Magnolia Trace Planned Development will be developed at different intervals (single family development will be completed in three (3) master phases and commercial will be considered its own master phase of development) and each master phase will likely be sub-phased. Specific sub-phasing will be provided for in the construction documents and in general, below is the anticipated timing for development of Single Family Master Phase 1:

Single Family Master Phase 1

- a. Design & Permitting: 6-9 Months (8/2022 – 3/2023)
- b. Estimated Construction Start: April 2023
- c. Estimated Buildout Year: 2025-2026
- d. Estimated Sub-Phases: 3-4

Total Buildout all Single Family Master Phases: 2030-2032

Commercial area is projected to start toward the end of the single family buildout or after.

Schedules are estimations and subject to adjustment due to changes in market conditions and other factors beyond the control of the developer.

11. Design standards, procedures and methods demonstrating that development will result in an integrated use district, functional and compatible with the area:

The design standards and procedures for developing Magnolia Trace Planned Development will meet the conditions of the approved rezoning plan as well as meeting the applicable local, state and federal regulations and standards.

Given its location and proximity to Interstate 77 and direct access to Lancaster Highway, traffic impact will be minimal with a surrounding highway network readily capable of supporting development growth. Magnolia Trace PD will be an asset to Chester County in support of continued industrial development occurring within the area.

Magnolia Trace will provide direct support to the previously mentioned industrial development occurring within the area, providing residential housing support to these industries as well as surrounding areas.

The uses proposed are very compatible with the surrounding area given its direct access to major highways, ease of access to public schools and economic interests along the Lancaster Highway Corridor.

12. Proposed restrictive covenants to be recorded to assure future compliance with the standards in the plan:

A copy of the proposed Homeowners Association (HOA) Covenants, Conditions & Restrictions (CCRs) are attached for review by the Chester County Planning Commission and County Council.

The CCRs will be recorded prior to recording of any subdivision plat or sale of first home, whichever is desired by Chester County.

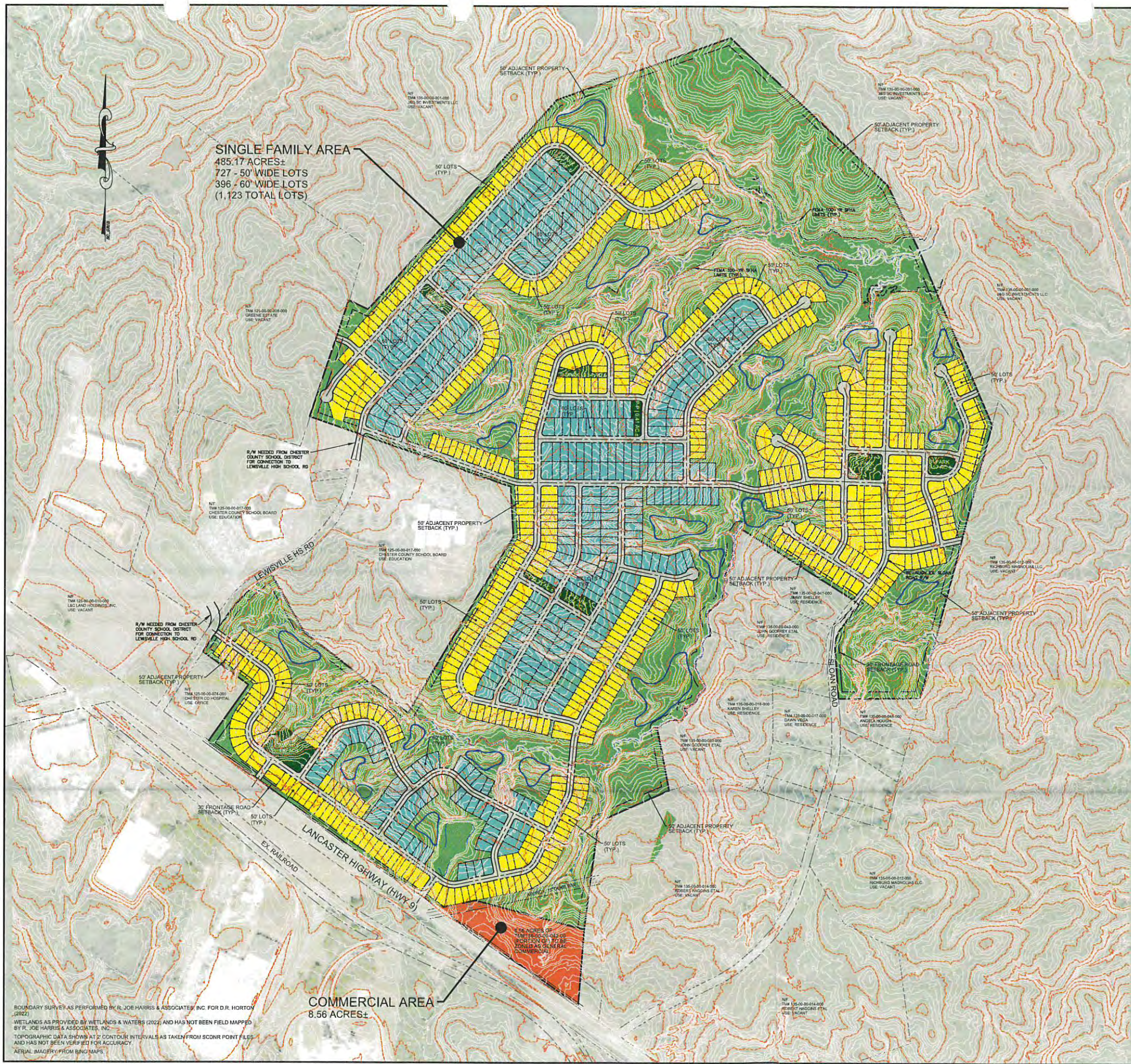
13. Such other information as may be appropriate for Planning Commission review:

Please refer to the technical notes provided on the Magnolia Trace Planned Development Rezoning Plan.

A draft of the Traffic Impact Analysis/Study (TIA/TIS) will be provided to the Planning Commission for the single family development area (will be submitted separately once completed and prior to Planning Commission meeting).

Copy of Survey Exhibit indicating the boundary limits of the rezoning and included parcels. Please note that only a portion of TM#136-00-00-042-000 equal to 9.45 acres will be subdivided and included in the Magnolia Trace Planned Development (remaining acreage will be excluded and not part of the rezoning).

< END >



VICINITY MAP - N.T.S.

GENERAL INFORMATION:

PROJECT: MAGNOLIA TRACE PLANNED DEVELOPMENT (PD)
DEVELOPER: D.R. HORTON, INC.
 8025 ARROWRIDGE BOULEVARD
 CHARLOTTE, NORTH CAROLINA 28273
 P | 704.377.2006
OWNERS: (1) RICHBURG MAGNOLIAS, LLC
 (2) LEWISVILLE T-1, LLC
PARCELS: (1) 135-00-00-019-000, 135-00-00-020-000
 (BY OWNER) 135-00-00-032-000
 (2) 136-00-00-042-000 (Portion)
ACREAGE: 485.17 ACRES± (RESIDENTIAL)
 8.56 ACRES± (COMMERCIAL)
 493.73 ACRES± (TOTAL)
EXISTING ZONING: ID-1 & ID-2
PROP. ZONING: PLANNED DEVELOPMENT (PD)

DEVELOPMENT INFORMATION:

PROPOSED USE: SINGLE FAMILY DETACHED & COMMERCIAL
MAX. DENSITY: SINGLE FAMILY LOTS - 1,124 (2.31 UNITS/AC)¹
 (ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)¹
 MAX. ALLOWED - 1,124 DWELLING UNITS¹
COMMERCIAL: PER REZONING NOTES

SINGLE FAMILY LOTS:

- MIN. LOT WIDTH: 50 FT. @ FRONT S.B.¹
- MIN. LOT DEPTH: 120 FT.
- MIN. LOT SIZE: 6,000 SQ. FT.
- SETBACKS/YARDS: FRONT S.B. - 25 FT.¹
 CORNER YD. - 25 FT.¹
 SIDE YARD - 10 FT.¹
 REAR YARD - 20 FT.¹

COMMERCIAL PARCELS:

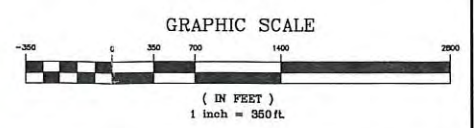
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.
 SIDE YARD - 20 FT. (RESIDENTIAL)
 - 10 FT. (ALL OTHERS)
 REAR YARD - 20 FT.

OPEN SPACE:

- RESIDENTIAL - 20% OF GROSS ACREAGE (MIN.)
 - 232.66 ACRES (COMMON AREAS)¹
 - 4.63 ACRES (POCKET PARKS)¹
 - 1.87 ACRES (CENTRAL AMENITY)¹
 PROPOSED OPEN SPACE = 239.16 ACRES (49.3%)¹
 COMMERCIAL - N/A

PHASING TO BE SHOWN AT SKETCH PLAN AND/OR PRELIMINARY PLANS

(SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



DATE	ISSUED FOR	REV
5/29/22	Submit to Chester County	0
6/10/22	Revise Per New Ordinances for PDs	1




Engineer:



R. Joe Harris & Associates, Inc.
 Engineering • Land Surveying • Planning Management
1144 Sennettsville Road, Five Mile, S.C. 29556 Phone | 803.482.4799

www.rjoharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal	Engineer's Seal
FOR REZONING ONLY NOT FOR CONSTRUCTION	

Project Manager	Drawn
-	B. Pridmore
Department Manager	Checked
-	-

Print Plot Date: **June 10, 2022**

Client:

D.R. HORTON, INC.
 8025 ARROWRIDGE BOULEVARD
 CHARLOTTE, NORTH CAROLINA 28273
 P: 704-377-2006

Project:

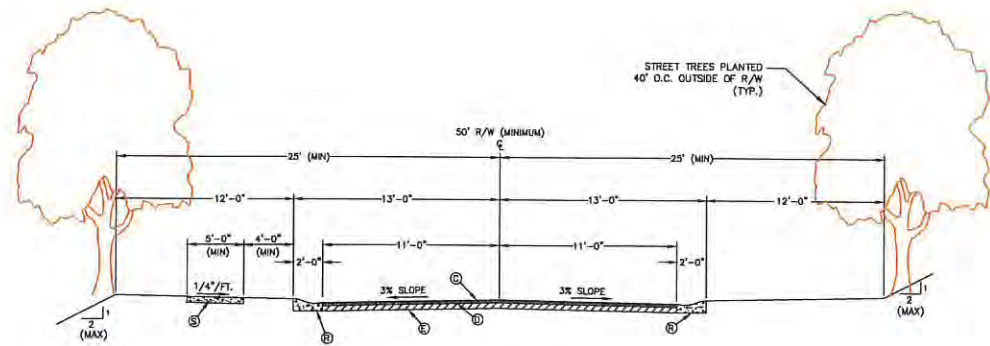
**MAGNOLIA TRACE
PLANNED DEVELOPMENT**

Drawing Title:

**PD REZONING
MASTER PLAN**

Project No.	Drawing No.
5084-Magnolia Richburg	
DWG File Name:	
Magnolia Richburg PD Rezone	RZ-1

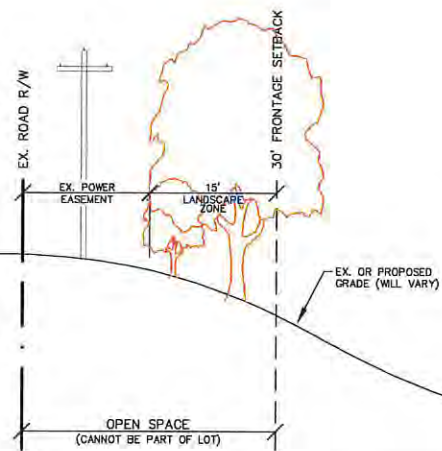
BOUNDARY SURVEY AS PERFORMED BY R. JOE HARRIS & ASSOCIATES, INC. FOR D.R. HORTON (2022)
 WETLANDS AS PROVIDED BY WETLANDS & WATERS (2022) AND HAS NOT BEEN FIELD MAPPED BY R. JOE HARRIS & ASSOCIATES, INC.
 TOPOGRAPHIC DATA SHOWN AT 2' CONTOUR INTERVALS AS TAKEN FROM SCORIN POINT FILES AND HAS NOT BEEN VERIFIED FOR ACCURACY
 AERIAL IMAGERY FROM BING MAPS



LOCAL RESIDENTIAL STREET

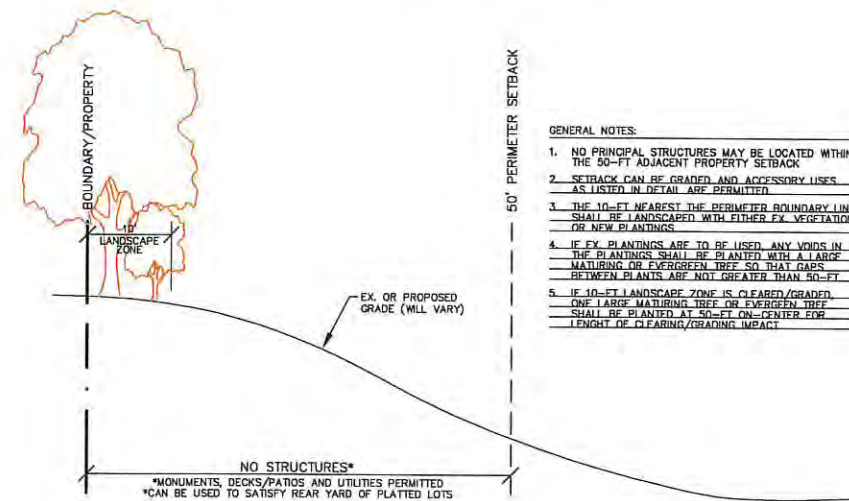
PAVEMENT SCHEDULE

- ① 1" HMA SURFACE COURSE - TYPE "C"
- ② 2" HMA BINDER COURSE - TYPE "C"
- ③ 8" GRADED AGGREGATE BASE COURSE
- ④ 2'-0" VALLEY GUTTER
- ⑤ 5' CONCRETE SIDEWALK



30' EX. ROAD FRONTAGE SETBACK
TYPICAL SECTION - NTS

- GENERAL NOTES:**
- 30' EX. ROAD FRONTAGE SETBACK MUST BE IN COMMON OPEN SPACE AND NOT PART OF PLATTED LOT FOR SALE (CAN BE PART OF COMMERCIAL OUT PARCEL)
 - A 15-FT LANDSCAPE ZONE SHALL BE SET WITHIN BACK HALF OF FRONTAGE SETBACK
 - LANDSCAPING SHALL BE AS SPECIFIED ON THIS SHEET (RZ-2) UNDER "LANDSCAPING & TREE SAVE" ITEMS #1 AND #4
 - MONUMENTATION, FENCING, UTILITIES, AND GRADING (SUBJECT TO RE-LANDSCAPING IMPACTED AREAS) ARE PERMITTED WITHIN THE SETBACK



50' ADJACENT PROPERTY SETBACK
TYPICAL SECTION - NTS

- GENERAL NOTES:**
- NO PRINCIPAL STRUCTURES MAY BE LOCATED WITHIN THE 50-FT ADJACENT PROPERTY SETBACK
 - SETBACK CAN BE GRADED AND ACCESSORY USES AS LISTED IN DETAIL ARE PERMITTED
 - THE 10-FT NEAREST THE PERIMETER BOUNDARY LINE SHALL BE LANDSCAPED WITH EITHER EX. VEGETATION OR NEW PLANTINGS
 - IF EX. PLANTINGS ARE TO BE USED, ANY VIDS IN THE PLANTINGS SHALL BE PLANTED WITH A LARGE MATURING OR EVERGREEN TREE SO THAT GAPS BETWEEN PLANTS ARE NOT GREATER THAN 50-FT
 - IF 10-FT LANDSCAPE ZONE IS CLEARED/GRADED, ONE LARGE MATURING TREE OR EVERGREEN TREE SHALL BE PLANTED AT 50-FT ON-CENTER FOR LENGTH OF CLEARING/GRADED IMPACT

ZONING INFORMATION | GENERAL PROVISIONS:

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

MAX. PERMITTED DENSITIES | PERMITTED USES:

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

OPEN SPACES:

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

STREETS & TRAFFIC:

- DEVELOPMENT SHALL INCLUDE AND BE RESPONSIBLE FOR ANY TRAFFIC IMPROVEMENTS OUTLINED IN THE TRAFFIC STUDY PROVIDED AS PART OF THIS REZONING OR SUBSEQUENT PRELIMINARY PLAT, AS APPLICABLE AND AS APPROVED BY CHESTER COUNTY AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT).
- TRAFFIC IMPROVEMENTS, IF REQUIRED BY THE TRAFFIC STUDY, MAY BE PHASED AS APPROVED BY CHESTER COUNTY AND SCDOT (MAY REQUIRE A PHASING STUDY AFTER COMPLETION OF INITIAL TRAFFIC STUDY AND SHALL BE PROVIDED BY DEVELOPER AT NO COST TO CHESTER COUNTY).
- APPROVAL OF THE TRAFFIC STUDY DOES NOT RELIEVE DEVELOPER OR ASSIGNS TO SUBMIT FOR DRIVEWAY PERMITS TO CHESTER COUNTY AND/OR SCDOT.
- ALL INTERIOR DEVELOPMENT ROADS SHALL PROVIDE THE FOLLOWING:
 - 50-FT PUBLIC RIGHT-OF-WAY
 - 22'-FT PAVED ROADWAY SURFACE (11-FT PAVED LANES)
 - 24-INCH VALLEY CURB ON EACH SIDE
 - MIN. 4-FT PLANTING STRIP BETWEEN BACK OF CURB AND NEAREST EDGE OF PUBLIC SIDEWALK (NOT REQUIRED AT MAILBOX KIOSK LOCATIONS WHERE PARALLEL PARKING IS PROVIDED)
 - 5-FT CONCRETE SIDEWALKS TO BE PROVIDED IN ACCORDANCE WITH CHESTER COUNTY LAND DEVELOPMENT REGULATIONS ARTICLE 6-6-10 (CAN TERMINATE AT BULB OF CUL-DE-SACS)
 - MIN. 150-FT CENTERLINE RADIUS
 - PARALLEL PARKING SHALL BE PERMITTED ADJACENT TO MAILBOX KIOSK LOCATIONS (MIN. 8-FT PAVED LANES)
- NO SIDEWALKS ARE PROPOSED NOR REQUIRED ALONG LANCASTER HIGHWAY (SCDOT HIGHWAY 9)

PARKING & OFF-STREET LOADING:

- SUBJECT TO SUBMITTING A LETTER OF REQUEST TO THE PLANNING DIRECTOR AND APPROVAL OF THE WRITTEN LETTER OF REQUEST, PARKING AND OFF-STREET LOADING SHALL BE PER CHAPTER 5 OF THE CHESTER COUNTY ZONING ORDINANCE EXCEPT AS FOLLOWS:
 - PARKING AISLES MAY BE REDUCED TO 22-FT OF TRAVEL SURFACE
 - OFF-STREET LOADING AREAS FOR COMMERCIAL AREAS MAY BE WAIVED BY THE PLANNING DIRECTOR IF PROPOSED USES ARE FOUND NOT TO NEED AN OFF-STREET LOADING SPACE
- FOR RESIDENTIAL LOTS, A MIN. OF 3 PARKING SPACES SHALL BE PROVIDED COMPLETELY OFF THE ROAD RIGHT-OF-WAY SUBJECT TO THE FOLLOWING:
 - GARAGES MAY ONLY COUNT AS 1-SPACE TO MEET THIS REQUIREMENT
 - 2-SPACES TO BE PROVIDED OUTSIDE OF THE GARAGE AND SHALL BE MIN. OF 8' IN WIDTH AND 19' IN DEPTH (DRIVEWAY SPACES) PER PARKING SPACE

SIGNAGE:

- SIGNAGE PER CHAPTER 5 OF THE CHESTER COUNTY ZONING ORDINANCE.

LANDSCAPING & TREE SAVE:

- EXISTING ROAD FRONTAGES SHALL BE PROVIDED WITH A 15-FT LANDSCAPED BUFFER AS MEASURED FROM EXISTING RIGHT-OF-WAY AND EXTENDING LANDWARD INTO THE PROPERTY AND PROVIDE PLANTINGS IN ACCORDANCE WITH BUFFER TYPE "A" FOUND IN SECTION 5-301 OF THE CHESTER COUNTY ZONING ORDINANCE (12-SHRUBS, 2-EVERGREEN TREES PER 100-FT OF STREET FRONTAGE) - APPLIES TO FRONTAGE ALONG LANCASTER HIGHWAY (SLOAN ROAD WILL NOT BE BUFFERED AND TREATED AS AN INTERNAL ROAD)
- NO BUFFERS ARE REQUIRED BETWEEN DEVELOPMENT AREAS INTERIOR TO THE PLANNED DEVELOPMENT DISTRICT
- TREE SAVE, WHILE ENCOURAGED, IS NOT REQUIRED FOR ANY PORTION OF THIS PLANNED DEVELOPMENT DISTRICT
- EXISTING TREES AND NATURAL GROWTH MAY BE USED TO SATISFY ANY REQUIRED BUFFERS
- PLANT SUBSTITUTIONS AS PERMITTED BY CHESTER COUNTY ZONING ORDINANCE
- FOR INTERIOR STREETS, STREET TREES SHALL BE PROVIDED GENERALLY AT 40-FT ON-CENTER AND MUST BE LOCATED OUTSIDE OF THE STREET RIGHT-OF-WAY
 - SHALL BE MIN. 2-INCH CALIPER AT TIME OF PLANTING AND SHALL BE LARGE DECIDUOUS TREE
 - SHALL BE PLANTED WITHIN 5-FT OF THE RIGHT-OF-WAY AND MIX OF TREE SPECIES IS ENCOURAGED
 - TREES MAY BE OMITTED WHEN IN CONFLICT WITH UTILITIES, DRIVEWAYS AND SIGHT DISTANCE TRIANGLES AT INTERSECTIONS

WATER AND SEWER:

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

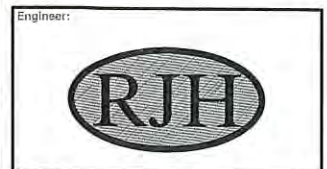
STORMWATER:

- STORM DRAINAGE SYSTEMS SHALL BE DESIGNED FOR THE 2 & 10-YEAR STORMWATER RAINFALL EVENTS
- OPEN CULVERTS SHALL BE DESIGNED FOR THE 25-YEAR STORMWATER RAINFALL EVENT
- STORMWATER DETENTION WAIVERS, AS REVIEWED AND APPROVED BY SCDHEC, WILL BE PERMITTED SO LONG AS STORMWATER DISCHARGES ARE RELEASED TO DEFINED DRAINAGE WAYS AND REGULATED FLOODPLAINS/FLOODWAYS (SPECIAL FLOOD HAZARD AREAS - SFHA)

START OF CONSTRUCTION:

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

DATE	ISSUED FOR	REV
5/22/22	Submitted to Chester County	1
5/23/22	Approved for New Guidelines for Files	1



R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1946 Executive Boulevard, Suite 300, York, PA 17403-1904 Phone: 717-853-9300 Fax: 717-853-9301

www.rjoharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal	Engineer's Seal
FOR REZONING ONLY NOT FOR CONSTRUCTION	

Project Manager	Drawn
-	B. Pridemore
Department Manager	Checked
-	-

Print/Plot Date
June 10, 2022

Client
D.R. HORTON, INC.
8025 ARROWRIDGE BOULEVARD
CHARLOTTE, NORTH CAROLINA 28273
P: 704-377-2006

Project:
**MAGNOLIA TRACE
PLANNED DEVELOPMENT**

Drawing Title:
**PD REZONING
TECHNICAL DATA SHEET**

Project No. 5064-Magnolia Ridge	Drawing No. RZ-2
DWG File Name Magnolia Ridge PD Rezoning	

Chester County Planning Commission Meeting August 16th, 2022

CCMA22-20 D.R. Horton Inc request Tax Map # 135-00-00-020-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD).

No one spoke in favor or opposition to the rezoning request. Commissioner Howell motioned to approve, second by Commissioner Walley. Vote 6-0 Approved



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: 8-16-22 Case # CCMA 22-20 Invoice # 5414

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

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive, master planned mixed-use community providing for single family residential and supporting commercial opportunities along the Highway 9 Corridor, east of I-77

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: Lancaster Highway
 Tax Map Number: 135-00-00-020-000 Acres: 289.62

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): D.R. Horton, Inc.
 Address 8025 Arrowridge Boulevard, Charlotte, NC 28273
 Telephone: (704) 377-2006 cell N/A work N/A
 E-Mail Address: CMTeuben@drhorton.com

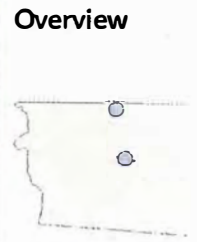
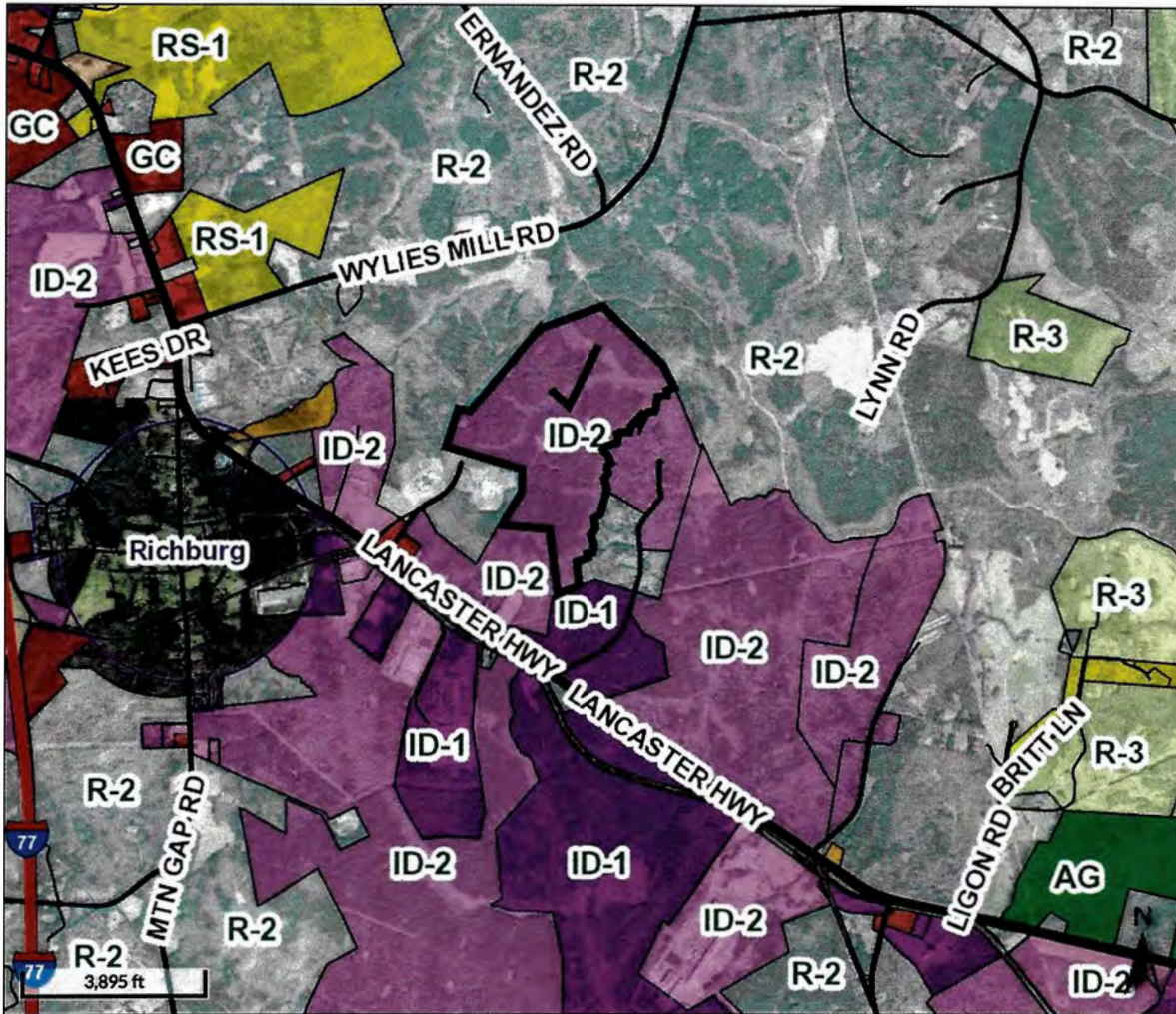
Owner(s) if other than applicant(s): Richburg Magnolias, LLC
 Address: P.O. Box 1107, Lancaster, SC 29721
 Telephone: _____ cell N/A work N/A
 E-Mail Address: N/A

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

Owner's signature: [Signature] Date: 4-19-2022

Applicant signature: [Signature] Date: 4/19/2022

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



Parcel ID	135-00-00-020-000	Alternate ID	n/a	Owner Address	RICHBURG MAGNOLIAS LLC
Sec/Twp/Rng	n/a	Class	AC		PO BOX 1107
Property Address		Acreage	285.304		LANCASTER SC 29721
District	04				
Brief Tax Description	R01-80-069				
	(Note: Not to be used on legal documents)				

Date created: 8/22/2022
 Last Data Uploaded: 8/22/2022 3:19:22 AM

Developed by  **Schneider**
 GEOSPATIAL

**MAGNOLIA RICHBURG PLANNED DEVELOPMENT
RICHBURG MAGNOLIAS & LEWISVILLE T-1 PROPERTIES
CHESTER COUNTY, SOUTH CAROLINA**

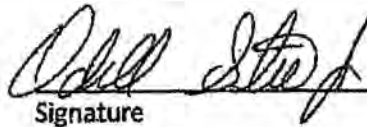
AGENT AUTHORIZATION

On behalf of Richburg Magnolias, LLC and Lewisville T-1 Properties, LLC (Sellers), I/we hereby appoint and grant D.R. Horton, Inc. (Purchaser) and its representatives authorization to file for and seek rezoning and development approvals associated with the following properties:

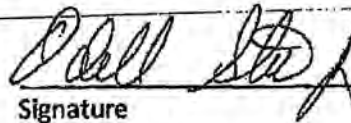
- Tax Parcels: 135-00-00-019-00
135-00-00-020-00
135-00-00-032-00
136-00-00-042-000 (portion of equal to 9.45 acres)

I/We hereby acknowledge Purchaser's intent to rezone to a Planned Development District consisting of single family residential and limited commercial development, subject to approval by the Chester County Council.

Property Owner Signature(s):


Signature 4-19-2022
Date


Signature 4-19-2022
Date


Signature 4-19-2022
Date


Signature 4-19-2022
Date



155 Wylie Street • P.O. Box 550 • Chester, South Carolina • 29706
(803) 385-5123 • www.chestermetrosc.com

Solving the water needs of tomorrow, today.

April 11, 2022

DR Horton
C/O R. Joe Harris & Associates, Inc.
1186 Stonecrest Boulevard
Tega Cay, SC 29708

Re: Magnolia Richburg, Richburg SC, Water Availability

This letter is in response to your water availability request to support the rezoning application for tax parcels 135-00-00-019-000, 135-00-00-020-000, 135-00-00-032-011, and 136-00-00-042-000. Per the information provided on the drawing titled: Magnolia Richburg GIS Concept Plan, created by R. Joe Harris & Associates, Inc, the proposed project will consist of 1231 single-family lots.

Chester Metropolitan District's (CMD) water filtration plant has sufficient permitted capacity to provide water to this project while considering our current daily usage and future allocated demands. The water main along Hwy 9 is adequate to serve the project. Water system improvements that are necessary to serve the project will be the responsibility of the Developer.

A Willingness and Capability letter will be provided at a later date for permitting with SCDHEC once the Capital Recovery Fees are paid. There is no reservation of capacity until such time the Capital Recovery Fees are paid.

Please do not hesitate to contact me at alitten@chestermetrosc.com or (803) 385-5123 if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Andy Litten".

Andy Litten, PE
District Engineer

MAGNOLIA TRACE PLANNED DEVELOPMENT PD DESCRIPTIVE STATEMENT PER CHESTER COUNTY ZONING ORDINANCE

This descriptive statement is provided in accordance with Chapter 4-131(f) of the Chester County Zoning Ordinance and shall be considered a part of the rezoning documents and any conditions, statements or other information contained herein shall be binding to the rezoning.

1. Legal description of site boundaries, and total area of the site:

Magnolia Trace Planned Development will consist of 493.73 acres and includes TM#135-00-00-019-000 (108.04 acres), TM#135-00-00-020-000 (289.62 acres), TM#135-00-00-032-000 (86.62 acres) and a portion of TM#136-00-00-042-000 (9.45 acres to be rezoned and made part of the Magnolia Trace PD – remainder to be excluded).

Legal Description of Overall Acreage as Follows:

BEING ALL OF THOSE CERTAIN PARCELS OF LAND LYING IN CHESTER COUNTY, SOUTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 135-00-00-019-000, 135-00-00-020-000, & 135-00-00-032-000, AND A PORTION OF THAT CERTAIN PARCEL OF LAND LYING IN CHESTER COUNTY, SOUTH CAROLINA, HAVING A PARCEL IDENTIFICATION NUMBER OF 136-00-00-042-000 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "PETTICOAT", HAVING SOUTH CAROLINA GEODETIC COORDINATES OF NORTH=1,059,634.189' AND EAST=1,989,463.52', THENCE S41°46'17"E FOR A DISTANCE OF 13,852.11' (GROUND DISTANCE) TO A # 5 REBAR FOUND, SAID POINT BEING ON THE EASTERN RIGHT OF WAY (R/W) LINE OF LEWISVILLE HIGH SCHOOL ROAD (66' PUBLIC R/W), SAID POINT ALSO BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, AND FOLLOWING THE AFOREMENTIONED R/W OF LEWISVILLE HIGH SCHOOL ROAD, THE FOLLOWING 6 CALLS 1)N33°49'38"E FOR A DISTANCE OF 249.17' TO A #5 REBAR SET 2)N34°40'21"E FOR A DISTANCE OF 109.93' TO A #5 REBAR SET 3)N38°31'08"E FOR A DISTANCE OF 116.30' TO A #5 REBAR SET 4)N45°17'48"E FOR A DISTANCE OF 109.23' TO A #5 REBAR SET 5)N52°49'21"E FOR A DISTANCE OF 113.57' TO A #5 REBAR SET 6)N57°52'46"E FOR A DISTANCE OF 94.46' TO A #5 REBAR SET, THENCE, LEAVING SAID R/W, S29°18'53"E FOR A DISTANCE OF 497.63' TO A ¾" SQUARE BAR FOUND, THENCE S52°36'11"E FOR A DISTANCE OF 1000.55' TO A FENCE POST FOUND, THENCE N30°59'26"E FOR A DISTANCE OF 725.73' TO A FENCE POST FOUND, THENCE N31°01'32"E FOR A DISTANCE OF 824.69' TO A #5 REBAR FOUND, THENCE N03°11'52"W FOR A DISTANCE OF 381.99' TO A #5 REBAR FOUND, THENCE N71°10'49"W FOR A DISTANCE OF 1621.34' TO A #5 REBAR FOUND, THENCE N18°47'55"E FOR A DISTANCE OF 912.16' TO A POINT, THENCE N36°17'30"E FOR A DISTANCE OF 14.50' TO A 1" OPEN TOP PIPE FOUND, THENCE S65°32'30"E FOR A DISTANCE OF 157.43' TO A ¾" OPEN TOP PIPE FOUND, THENCE N42°08'28"E FOR A DISTANCE OF 2135.83' TO A #5 REBAR FOUND, THENCE N70°26'47"E FOR A DISTANCE OF 1409.08' TO A ¾" OPEN TOP PIPE FOUND, THENCE S47°20'37"E FOR A DISTANCE OF 1639.60' TO A 1 1/4" OPEN TOP PIPE FOUND, THENCE S26°05'26"E FOR A DISTANCE OF 541.41' TO A FENCE POST FOUND, THENCE S23°06'08"E FOR A DISTANCE OF 1431.83' TO A ½" OPEN TO PIPE FOUND, THENCE S14°49'23"W FOR A DISTANCE OF 2,133.03' TO A #5 REBAR FOUND, THENCE, S 89°38'12"W FOR A DISTANCE OF 627.57' TO A #5 REBAR FOUND ON THE EASTERN R/W OF SLOAN ROAD (S-12-730 66' PUBLIC R/W), THENCE, WITH SAID R/W THE FOLLOWING 4 CALLS 1)N04°17'47"W FOR A DISTANCE OF 264.95' TO A #5 REBAR SET 2)N04°06'14"W FOR A DISTANCE OF 108.78' TO A #5 REBAR SET ON THE BEGINNING OF A NON-TANGENTIAL CURVE 3)SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 45°13'41", HAVING A RADIUS OF 211.47', AND WHOSE LONG CHORD BEARS N16°26'22"E FOR A DISTANCE OF 162.63' TO A #5 REBAR SET 4)N37°16'19"E FOR A DISTANCE OF 226.00' TO A #5 REBAR SET, THENCE, CROSSING SAID R/W, N52°43' 41"W FOR A

1. Legal description of site boundaries, and total area of the site:

(cont'd from previous page)

DISTANCE OF 66.00' TO A #5 REBAR FOUND ON THE WESTERN R/W OF THE AFOREMENTIONED SLOAN ROAD, THENCE, LEAVING SAID R/W, N58°05'05"W FOR A DISTANCE OF 997.00' TO A #5 REBAR FOUND, THENCE N58°05'18"W FOR A DISTANCE OF 18.80' TO A POINT IN A CREEK, THENCE WITH SAID CREEK THE FOLLOWING 61 CALLS 1)S32°52'10"W FOR A DISTANCE OF 72.14' TO A POINT 2)S04°26'032"W FOR A DISTANCE OF 160.17' TO A POINT 3)S22°06'002"W FOR A DISTANCE OF 161.18' TO A POINT 4)S06°12'40"W FOR A DISTANCE OF 171.17' TO A POINT 5)S46°42'10"W FOR A DISTANCE OF 165.33' TO A POINT 6)S13°37'10"E FOR A DISTANCE OF 124.18' TO A POINT 7)S15°50'49"W FOR A DISTANCE OF 7.29' TO A POINT 8)S26°03'28"E FOR A DISTANCE OF 12.63' TO A POINT 9)S04°14'22"W FOR A DISTANCE OF 20.95' TO A POINT 10)S74°17'34"W FOR A DISTANCE OF 28.34' TO A POINT 11)S42°33'41"W FOR A DISTANCE OF 29.10' TO A POINT 12)S19°00'28"W FOR A DISTANCE OF 28.57' TO A POINT 13)S70°24'07"W FOR A DISTANCE OF 6.90' TO A POINT 14)S37°01'28"W FOR A DISTANCE OF 6.07' TO A POINT 15)S07°27'16"E FOR A DISTANCE OF 19.89' TO A POINT 16)S27°25'53"E FOR A DISTANCE OF 16.45' TO A POINT 17)S05°36'34"E FOR A DISTANCE OF 19.59' TO A POINT 18)S17°12'45"W FOR A DISTANCE OF 46.07' TO A POINT 19)S58°02'34"W FOR A DISTANCE OF 7.81' TO A POINT 20)S74°44'08"W FOR A DISTANCE OF 30.05' TO A POINT 21)S44°13'45"W FOR A DISTANCE OF 10.20' TO A POINT 22)S04°04'53"W FOR A DISTANCE OF 48.43' TO A POINT 23)S10°50'50"W FOR A DISTANCE OF 14.25' TO A POINT 24)S32°36'29"E FOR A DISTANCE OF 40.80' TO A POINT 25)S22°05'59"E FOR A DISTANCE OF 46.60' TO A POINT 26)S31°58'56"E FOR A DISTANCE OF 59.31' TO A POINT 27)S14°13'51"E FOR A DISTANCE OF 28.87' TO A POINT 28)S23°04'49"W FOR A DISTANCE OF 11.38' TO A POINT 29)S52°48'22"W FOR A DISTANCE OF 23.74' TO A POINT 30)S48°55'39"W FOR A DISTANCE OF 35.35' TO A POINT 31)S17°34'13"W FOR A DISTANCE OF 17.16' TO A POINT 32)S22°27'12"W FOR A DISTANCE OF 37.57' TO A POINT 33)S55°58'58"W FOR A DISTANCE OF 25.36' TO A POINT 34)S67°46'14"W FOR A DISTANCE OF 29.81' TO A POINT 35)S33°18'08"W FOR A DISTANCE OF 18.11' TO A POINT 36)S16°15'18"W FOR A DISTANCE OF 9.56' TO A POINT 37)S62°30'13"W FOR A DISTANCE OF 5.53' TO A POINT 38)N75°56'31"W FOR A DISTANCE OF 22.21' TO A POINT 39)S75°41'13"W FOR A DISTANCE OF 7.28' TO A POINT 40)S19°29'56"W FOR A DISTANCE OF 4.70' TO A POINT 41)S17°36'18"E FOR A DISTANCE OF 16.90' TO A POINT 42)S69°22'25"E FOR A DISTANCE OF 19.46' TO A POINT 43)S42°48'05"E FOR A DISTANCE OF 10.99' TO A POINT 44)S15°34'37"W FOR A DISTANCE OF 11.62' TO A POINT 45)S49°11'09"W FOR A DISTANCE OF 30.13' TO A POINT 46)S31°25'32"W FOR A DISTANCE OF 20.25' TO A POINT 47)S08°17'05"E FOR A DISTANCE OF 7.96' TO A POINT 48)S63°17'31"W FOR A DISTANCE OF 7.71' TO A POINT 49)N89°31'14"W FOR A DISTANCE OF 22.94' TO A POINT 50)N70°15'47"W FOR A DISTANCE OF 16.69' TO A POINT 51)S81°45'59"W FOR A DISTANCE OF 27.18' TO A POINT 52)S84°01'00"W FOR A DISTANCE OF 29.73' TO A POINT 53)S47°10'37"W FOR A DISTANCE OF 15.49' TO A POINT 54)S75°14'08"W FOR A DISTANCE OF 11.56' TO A POINT 55)N84°46'10"W FOR A DISTANCE OF 9.93' TO A POINT 56)S43°47'28"W FOR A DISTANCE OF 14.81' TO A POINT 57)S64°02'00"W FOR A DISTANCE OF 20.34' TO A POINT 58)S12°55'39"W FOR A DISTANCE OF 10.69' TO A POINT 59)S41°30'06"W FOR A DISTANCE OF 10.39' TO A POINT 60)S78°26'56"W FOR A DISTANCE OF 20.88' TO A POINT 61)N53°37'05"W FOR A DISTANCE OF 6.61' TO A POINT, THENCE, LEAVING SAID CREEK, S10°38'55"E FOR A DISTANCE OF 10.94' TO A ¾" PINCH PIPE FOUND, THENCE S10°38'55"E FOR A DISTANCE OF 473.15' TO A PINCH PIPE FOUND, THENCE S66°15'11"W FOR A DISTANCE OF 525.49' TO A ¾" PINCH PIPE FOUND, THENCE S69°43'40"W FOR A DISTANCE OF 55.41' TO A #5 REBAR FOUND, THENCE S07°37'04"W FOR A DISTANCE OF 823.34' TO A FENCE POST FOUND, THENCE S4°40'06"W FOR A DISTANCE OF 570.64' TO A #5 REBAR SET ON THE NORTHERN R/W OF LANCASTER HIGHWAY (VARIABLE WIDTH PUBLIC R/W) THENCE, WITH SAID R/W, THE FOLLOWING 3 CALLS 1) N55°31'06"W FOR A DISTANCE OF 1,662.00' TO A #5 REBAR SET 2)N55°33'49"W FOR A DISTANCE OF 450.98' TO A #5 REBAR FOUND 3)N54°20'22"W FOR A DISTANCE OF 1,326.08' TO A #5 REBAR FOUND, THENCE, LEAVING SAID R/W, N35°38'09"E FOR

9. Details of association or organization involved in ownership and maintenance, including procedures and methods of operation:

For the single family area, a Homeowners Association (HOA) will be formed and HOA Covenants, Conditions & Restrictions (CCRs) will be recorded forming the basis of operation of common areas, enforcement of uses and lot improvements, voting rights/participation, meeting requirements, establishment of HOA Board and other pertinent information necessary for successful operation and maintenance of a residential community.

10. Outline for development phasing with anticipated time frames:

The Magnolia Trace Planned Development will be developed at different intervals (single family development will be completed in three (3) master phases and commercial will be considered its own master phase of development) and each master phase will likely be sub-phased. Specific sub-phasing will be provided for in the construction documents and in general, below is the anticipated timing for development of Single Family Master Phase 1:

Single Family Master Phase 1

- a. Design & Permitting: 6-9 Months (8/2022 – 3/2023)
- b. Estimated Construction Start: April 2023
- c. Estimated Buildout Year: 2025-2026
- d. Estimated Sub-Phases: 3-4

Total Buildout all Single Family Master Phases: 2030-2032

Commercial area is projected to start toward the end of the single family buildout or after.

Schedules are estimations and subject to adjustment due to changes in market conditions and other factors beyond the control of the developer.

11. Design standards, procedures and methods demonstrating that development will result in an integrated use district, functional and compatible with the area:

The design standards and procedures for developing Magnolia Trace Planned Development will meet the conditions of the approved rezoning plan as well as meeting the applicable local, state and federal regulations and standards.

Given its location and proximity to Interstate 77 and direct access to Lancaster Highway, traffic impact will be minimal with a surrounding highway network readily capable of supporting development growth. Magnolia Trace PD will be an asset to Chester County in support of continued industrial development occurring within the area.

Magnolia Trace will provide direct support to the previously mentioned industrial development occurring within the area, providing residential housing support to these industries as well as surrounding areas.

The uses proposed are very compatible with the surrounding area given its direct access to major highways, ease of access to public schools and economic interests along the Lancaster Highway Corridor.

12. Proposed restrictive covenants to be recorded to assure future compliance with the standards in the plan:

A copy of the proposed Homeowners Association (HOA) Covenants, Conditions & Restrictions (CCRs) are attached for review by the Chester County Planning Commission and County Council.

The CCRs will be recorded prior to recording of any subdivision plat or sale of first home, whichever is desired by Chester County.

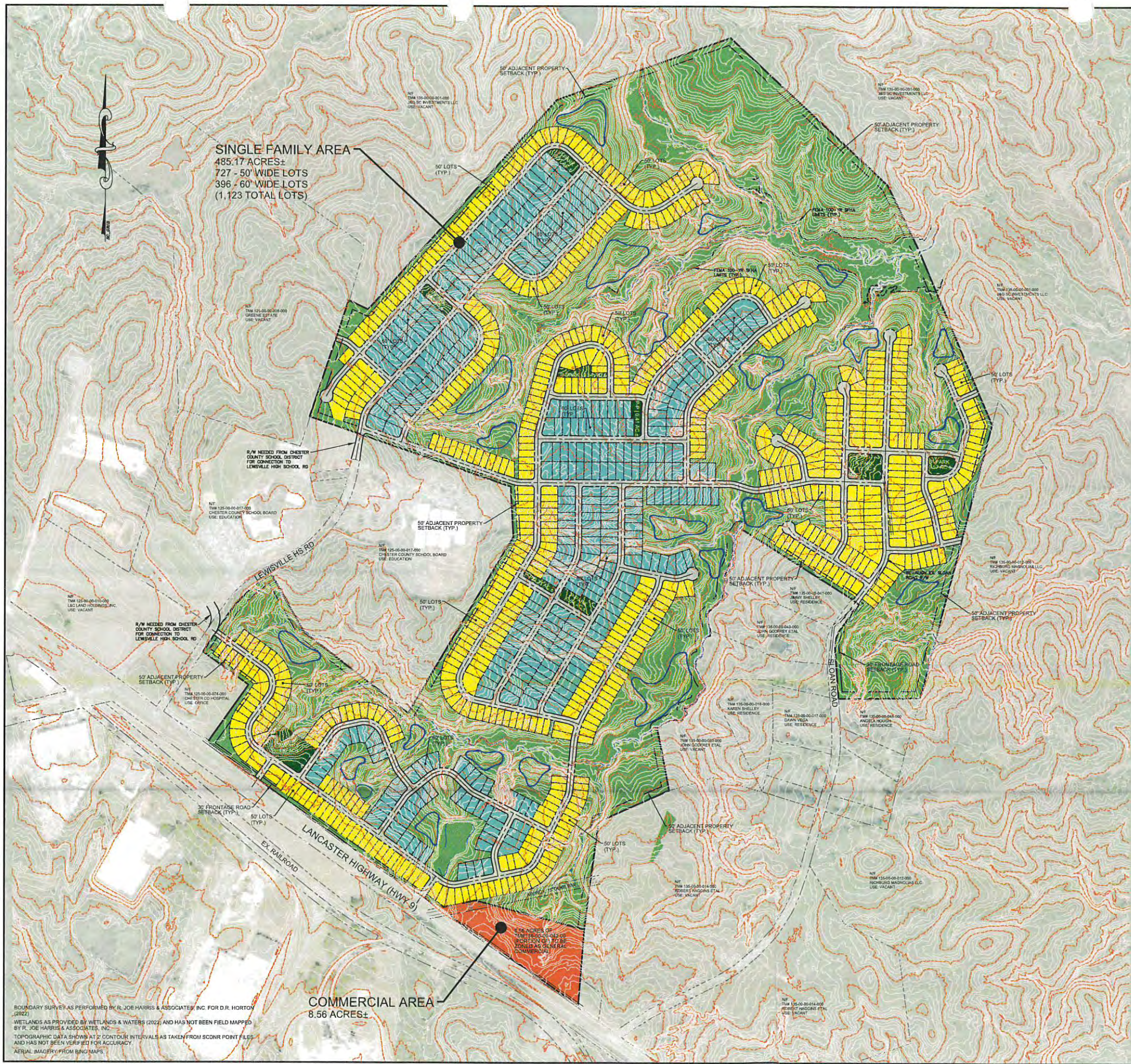
13. Such other information as may be appropriate for Planning Commission review:

Please refer to the technical notes provided on the Magnolia Trace Planned Development Rezoning Plan.

A draft of the Traffic Impact Analysis/Study (TIA/TIS) will be provided to the Planning Commission for the single family development area (will be submitted separately once completed and prior to Planning Commission meeting).

Copy of Survey Exhibit indicating the boundary limits of the rezoning and included parcels. Please note that only a portion of TM#136-00-00-042-000 equal to 9.45 acres will be subdivided and included in the Magnolia Trace Planned Development (remaining acreage will be excluded and not part of the rezoning).

< END >



VICINITY MAP - N.T.S.

GENERAL INFORMATION:

PROJECT: MAGNOLIA TRACE PLANNED DEVELOPMENT (PD)
DEVELOPER: D.R. HORTON, INC.
 8025 ARROWRIDGE BOULEVARD
 CHARLOTTE, NORTH CAROLINA 28273
 P | 704.377.2006
OWNERS: (1) RICHBURG MAGNOLIAS, LLC
 (2) LEWISVILLE T-1, LLC
PARCELS: (1) 135-00-00-019-000, 135-00-00-020-000
 (BY OWNER) 135-00-00-032-000
 (2) 136-00-00-042-000 (Portion)
ACREAGE: 485.17 ACRES± (RESIDENTIAL)
 8.56 ACRES± (COMMERCIAL)
 493.73 ACRES± (TOTAL)
EXISTING ZONING: ID-1 & ID-2
PROP. ZONING: PLANNED DEVELOPMENT (PD)

DEVELOPMENT INFORMATION:

PROPOSED USE: SINGLE FAMILY DETACHED & COMMERCIAL
MAX. DENSITY: SINGLE FAMILY LOTS - 1,124 (2.31 UNITS/AC)¹
 (ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)¹
 MAX. ALLOWED - 1,124 DWELLING UNITS¹
COMMERCIAL: PER REZONING NOTES

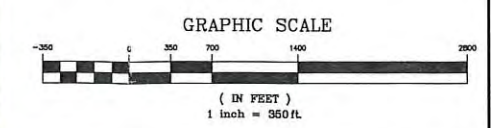
SINGLE FAMILY LOTS:
 - MIN. LOT WIDTH: 50 FT. @ FRONT S.B.¹
 - MIN. LOT DEPTH: 120 FT.
 - MIN. LOT SIZE: 6,000 SQ. FT.
 - SETBACKS/YARDS: FRONT S.B. - 25 FT.¹
 CORNER YD. - 25 FT.¹
 SIDE YARD - 10 FT.¹
 REAR YARD - 20 FT.¹

COMMERCIAL PARCELS:
 - MIN. LOT WIDTH: 100 FT.
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
 - SETBACKS/YARDS: ROAD SETBACK - 30 FT.
 SIDE YARD - 20 FT. (RESIDENTIAL)
 - 10 FT. (ALL OTHERS)
 REAR YARD - 20 FT.

OPEN SPACE: RESIDENTIAL - 20% OF GROSS ACREAGE (MIN.)
 - 232.66 ACRES (COMMON AREAS)¹
 - 4.63 ACRES (POCKET PARKS)¹
 - 1.87 ACRES (CENTRAL AMENITY)¹
 PROPOSED OPEN SPACE = 239.16 ACRES (49.3%)¹
 COMMERCIAL - N/A

PHASING TO BE SHOWN AT SKETCH PLAN AND/OR PRELIMINARY PLANS

(SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



DATE	ISSUED FOR	REV
5/29/22	Submit to Chester County	0
6/10/22	Revise Per New Ordinances for PDs	1




Engineer:



R. Joe Harris & Associates, Inc.
 Engineering • Land Surveying • Planning Management
 1144 Sennettsville Road, Five Mile, S.C. 29541 Phone | 803.482.4799

www.rjoharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal	Engineer's Seal
----------------	-----------------

**FOR REZONING ONLY
NOT FOR CONSTRUCTION**

Project Manager	Drawn
-	B. Pridmore
Department Manager	Checked
-	-

Print Plot Date
June 10, 2022
 Client
D.R. HORTON, INC.
 8025 ARROWRIDGE BOULEVARD
 CHARLOTTE, NORTH CAROLINA 28273
 P: 704-377-2006

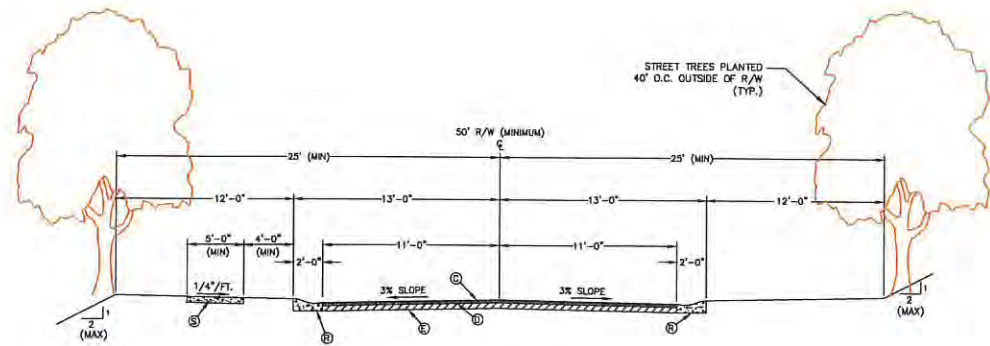
Project:
**MAGNOLIA TRACE
 PLANNED DEVELOPMENT**

Drawing Title:
**PD REZONING
 MASTER PLAN**

Project No. 5084-Magnolia Richburg	Drawing No. DWD File Name: Magnolia Richburg PD Rezone
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RZ-1

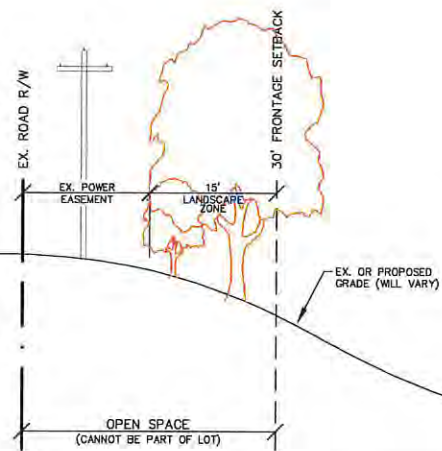
BOUNDARY SURVEY AS PERFORMED BY R. JOE HARRIS & ASSOCIATES, INC. FOR D.R. HORTON (2022)
 WETLANDS AS PROVIDED BY WETLANDS & WATERS (2022) AND HAS NOT BEEN FIELD MAPPED BY R. JOE HARRIS & ASSOCIATES, INC.
 TOPOGRAPHIC DATA SHOWN AT 2' CONTOUR INTERVALS AS TAKEN FROM SCORIN POINT FILES AND HAS NOT BEEN VERIFIED FOR ACCURACY
 AERIAL IMAGERY FROM BING MAPS



LOCAL RESIDENTIAL STREET

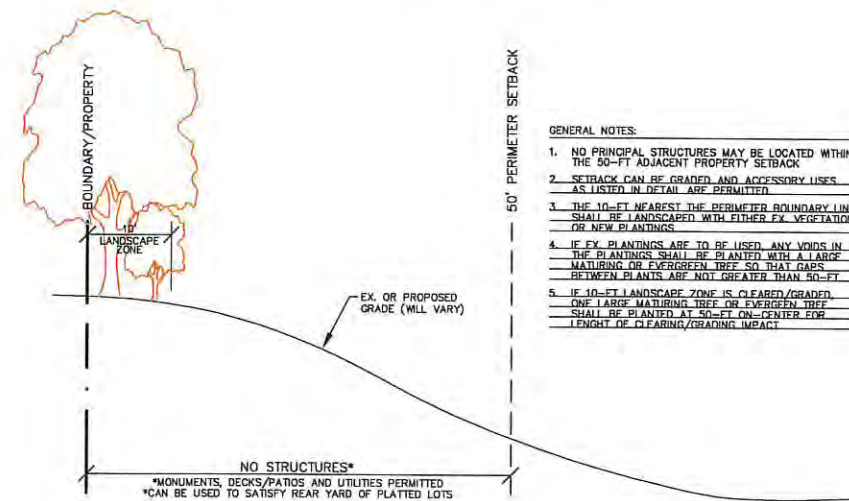
PAVEMENT SCHEDULE

- ① 1" HMA SURFACE COURSE - TYPE "C"
- ② 2" HMA BINDER COURSE - TYPE "C"
- ③ 8" GRADED AGGREGATE BASE COURSE
- ④ 2'-0" VALLEY GUTTER
- ⑤ 5' CONCRETE SIDEWALK



30' EX. ROAD FRONTAGE SETBACK
TYPICAL SECTION - NTS

- GENERAL NOTES:**
- 30' EX. ROAD FRONTAGE SETBACK MUST BE IN COMMON OPEN SPACE AND NOT PART OF PLATTED LOT FOR SALE (CAN BE PART OF COMMERCIAL OUT PARCEL)
 - A 15-FT LANDSCAPE ZONE SHALL BE SET WITHIN BACK HALF OF FRONTAGE SETBACK
 - LANDSCAPING SHALL BE AS SPECIFIED ON THIS SHEET (RZ-2) UNDER "LANDSCAPING & TREE SAVE" ITEMS #1 AND #4
 - MONUMENTATION, FENCING, UTILITIES, AND GRADING (SUBJECT TO RE-LANDSCAPING IMPACTED AREAS) ARE PERMITTED WITHIN THE SETBACK



50' ADJACENT PROPERTY SETBACK
TYPICAL SECTION - NTS

- GENERAL NOTES:**
- NO PRINCIPAL STRUCTURES MAY BE LOCATED WITHIN THE 50-FT ADJACENT PROPERTY SETBACK
 - SETBACK CAN BE GRADED AND ACCESSORY USES AS LISTED IN DETAIL ARE PERMITTED
 - THE 10-FT NEAREST THE PERIMETER BOUNDARY LINE SHALL BE LANDSCAPED WITH EITHER EX. VEGETATION OR NEW PLANTINGS
 - IF EX. PLANTINGS ARE TO BE USED, ANY Voids IN THE PLANTINGS SHALL BE PLANTED WITH A LARGE MATURING OR EVERGREEN TREE SO THAT GAPS BETWEEN PLANTS ARE NOT GREATER THAN 50-FT
 - IF 10-FT LANDSCAPE ZONE IS CLEARED/GRADED, ONE LARGE MATURING TREE OR EVERGREEN TREE SHALL BE PLANTED AT 50-FT ON-CENTER FOR LENGTH OF CLEARING/GRADED IMPACT

ZONING INFORMATION | GENERAL PROVISIONS:

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

MAX. PERMITTED DENSITIES | PERMITTED USES:

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

OPEN SPACES:

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

STREETS & TRAFFIC:

- DEVELOPMENT SHALL INCLUDE AND BE RESPONSIBLE FOR ANY TRAFFIC IMPROVEMENTS OUTLINED IN THE TRAFFIC STUDY PROVIDED AS PART OF THIS REZONING OR SUBSEQUENT PRELIMINARY PLAT, AS APPLICABLE AND AS APPROVED BY CHESTER COUNTY AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT).
- TRAFFIC IMPROVEMENTS, IF REQUIRED BY THE TRAFFIC STUDY, MAY BE PHASED AS APPROVED BY CHESTER COUNTY AND SCDOT (MAY REQUIRE A PHASING STUDY AFTER COMPLETION OF INITIAL TRAFFIC STUDY AND SHALL BE PROVIDED BY DEVELOPER AT NO COST TO CHESTER COUNTY).
- APPROVAL OF THE TRAFFIC STUDY DOES NOT RELIEVE DEVELOPER OR ASSIGNS TO SUBMIT FOR DRIVEWAY PERMITS TO CHESTER COUNTY AND/OR SCDOT.
- ALL INTERIOR DEVELOPMENT ROADS SHALL PROVIDE THE FOLLOWING:
 - 50-FT PUBLIC RIGHT-OF-WAY
 - 22'-FT PAVED ROADWAY SURFACE (11-FT PAVED LANES)
 - 24-INCH VALLEY CURB ON EACH SIDE
 - MIN. 4-FT PLANTING STRIP BETWEEN BACK OF CURB AND NEAREST EDGE OF PUBLIC SIDEWALK (NOT REQUIRED AT MAILBOX KIOSK LOCATIONS WHERE PARALLEL PARKING IS PROVIDED)
 - 5-FT CONCRETE SIDEWALKS TO BE PROVIDED IN ACCORDANCE WITH CHESTER COUNTY LAND DEVELOPMENT REGULATIONS ARTICLE 6-6-10 (CAN TERMINATE AT BULB OF CUL-DE-SACS)
 - MIN. 150-FT CENTERLINE RADIUS
 - PARALLEL PARKING SHALL BE PERMITTED ADJACENT TO MAILBOX KIOSK LOCATIONS (MIN. 8-FT PAVED LANES)
- NO SIDEWALKS ARE PROPOSED NOR REQUIRED ALONG LANCASTER HIGHWAY (SCDOT HIGHWAY 9)

PARKING & OFF-STREET LOADING:

- SUBJECT TO SUBMITTING A LETTER OF REQUEST TO THE PLANNING DIRECTOR AND APPROVAL OF THE WRITTEN LETTER OF REQUEST, PARKING AND OFF-STREET LOADING SHALL BE PER CHAPTER 5 OF THE CHESTER COUNTY ZONING ORDINANCE EXCEPT AS FOLLOWS:
 - PARKING AISLES MAY BE REDUCED TO 22-FT OF TRAVEL SURFACE
 - OFF-STREET LOADING AREAS FOR COMMERCIAL AREAS MAY BE WAIVED BY THE PLANNING DIRECTOR IF PROPOSED USES ARE FOUND NOT TO NEED AN OFF-STREET LOADING SPACE
- FOR RESIDENTIAL LOTS, A MIN. OF 3 PARKING SPACES SHALL BE PROVIDED COMPLETELY OFF THE ROAD RIGHT-OF-WAY SUBJECT TO THE FOLLOWING:
 - GARAGES MAY ONLY COUNT AS 1-SPACE TO MEET THIS REQUIREMENT
 - 2-SPACES TO BE PROVIDED OUTSIDE OF THE GARAGE AND SHALL BE MIN. OF 8' IN WIDTH AND 19' IN DEPTH (DRIVEWAY SPACES) PER PARKING SPACE

SIGNAGE:

- SIGNAGE PER CHAPTER 5 OF THE CHESTER COUNTY ZONING ORDINANCE.

LANDSCAPING & TREE SAVE:

- EXISTING ROAD FRONTAGES SHALL BE PROVIDED WITH A 15-FT LANDSCAPED BUFFER AS MEASURED FROM EXISTING RIGHT-OF-WAY AND EXTENDING LANDWARD INTO THE PROPERTY AND PROVIDE PLANTINGS IN ACCORDANCE WITH BUFFER TYPE "A" FOUND IN SECTION 5-301 OF THE CHESTER COUNTY ZONING ORDINANCE (12-SHRUBS, 2-EVERGREEN TREES PER 100-FT OF STREET FRONTAGE) - APPLIES TO FRONTAGE ALONG LANCASTER HIGHWAY (SLOAN ROAD WILL NOT BE BUFFERED AND TREATED AS AN INTERNAL ROAD)
- NO BUFFERS ARE REQUIRED BETWEEN DEVELOPMENT AREAS INTERIOR TO THE PLANNED DEVELOPMENT DISTRICT
- TREE SAVE, WHILE ENCOURAGED, IS NOT REQUIRED FOR ANY PORTION OF THIS PLANNED DEVELOPMENT DISTRICT
- EXISTING TREES AND NATURAL GROWTH MAY BE USED TO SATISFY ANY REQUIRED BUFFERS
- PLANT SUBSTITUTIONS AS PERMITTED BY CHESTER COUNTY ZONING ORDINANCE
- FOR INTERIOR STREETS, STREET TREES SHALL BE PROVIDED GENERALLY AT 40-FT ON-CENTER AND MUST BE LOCATED OUTSIDE OF THE STREET RIGHT-OF-WAY
 - SHALL BE MIN. 2-INCH CALIPER AT TIME OF PLANTING AND SHALL BE LARGE DECIDUOUS TREE
 - SHALL BE PLANTED WITHIN 5-FT OF THE RIGHT-OF-WAY AND MIX OF TREE SPECIES IS ENCOURAGED
 - TREES MAY BE OMITTED WHEN IN CONFLICT WITH UTILITIES, DRIVEWAYS AND SIGHT DISTANCE TRIANGLES AT INTERSECTIONS

WATER AND SEWER:

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

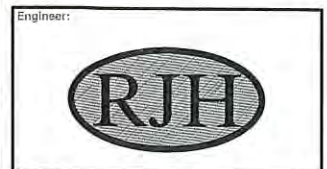
STORMWATER:

- STORM DRAINAGE SYSTEMS SHALL BE DESIGNED FOR THE 2 & 10-YEAR STORMWATER RAINFALL EVENTS
- OPEN CULVERTS SHALL BE DESIGNED FOR THE 25-YEAR STORMWATER RAINFALL EVENT
- STORMWATER DETENTION WAIVERS, AS REVIEWED AND APPROVED BY SCDHEC, WILL BE PERMITTED SO LONG AS STORMWATER DISCHARGES ARE RELEASED TO DEFINED DRAINAGE WAYS AND REGULATED FLOODPLAINS/FLOODWAYS (SPECIAL FLOOD HAZARD AREAS - SFHA)

START OF CONSTRUCTION:

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

DATE	ISSUED FOR	REV
5/22/22	Submitted to Chester County	1
5/23/22	Approved for New Guidelines for Files	1



R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1946 Executive Boulevard, Suite 300, York, PA 17403-1000 Phone: 717.493.9300 Fax: 717.493.9302

www.rjoharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal	Engineer's Seal
FOR REZONING ONLY NOT FOR CONSTRUCTION	

Project Manager	Drawn
-	B. Pridemore
Department Manager	Checked
-	-

Print/Plot Date
June 10, 2022

Client
D.R. HORTON, INC.
8025 ARROWRIDGE BOULEVARD
CHARLOTTE, NORTH CAROLINA 28273
P: 704-377-2006

Project:
**MAGNOLIA TRACE
PLANNED DEVELOPMENT**

Drawing Title:
**PD REZONING
TECHNICAL DATA SHEET**

Project No. 5064-Magnolia Ridge	Drawing No. RZ-2
DWG File Name Magnolia Ridge PD Rezoning	

Chester County Planning Commission Meeting August 16th, 2022

CCMA22-21 D.R. Horton Inc request Tax Map # 135-00-00-032-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD).

No one spoke in favor or opposition to the rezoning request. Chairman Raines motioned to approve, second by Commissioner Grant. Vote 6-0 Approved.



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: 8-16-22 Case # CCMA22-21 Invoice # 5414

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

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive, master planned mixed-use community providing for single family residential and supporting commercial opportunities along the Highway 9 Corridor, east of I-77

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 a 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: Lancaster Highway
 Tax Map Number: 135-00-00-032-000 Acres: 86.62

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

PLEASE PRINT:

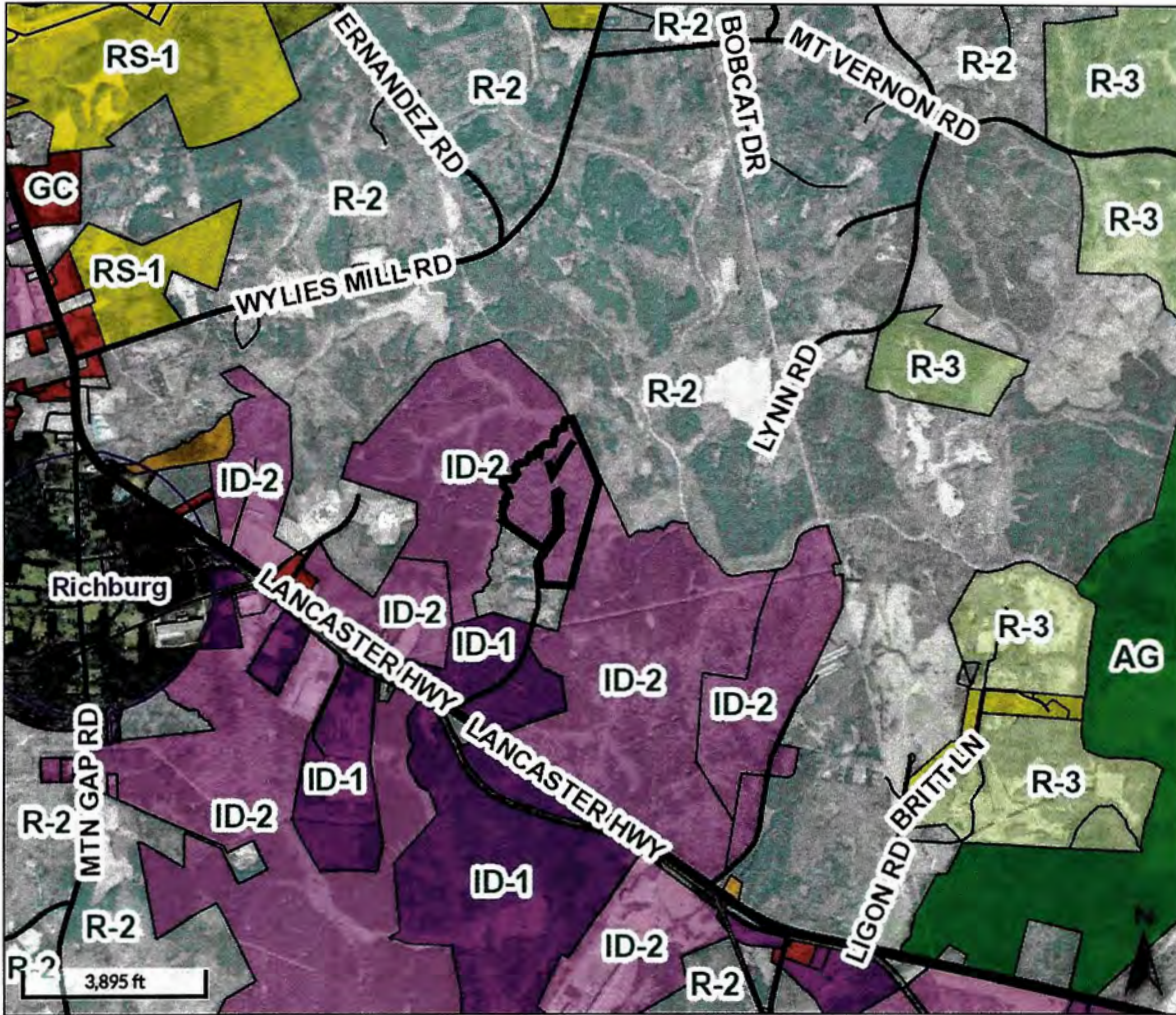
Applicant (s): D.R. Horton, Inc.
Address 8025 Arrowridge Boulevard, Charlotte, NC 28273
 Telephone: (704) 377-2006 cell N/A work N/A
 E-Mail Address: CMTeuben@drhorton.com

Owner(s) if other than applicant(s): Richburg Magn o ds, L LC
Address: P.O. Box 1107, Lancaster, SC 29721
 Telephone: _____ cell N/A work N/A
 E-Mail Address: N/A

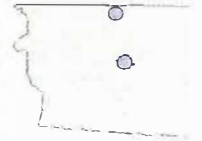
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: *Odell S. ...* Date: 4-19-2022
 Applicant signature: *Conilla ...* Date: 4/19/2022

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



Overview



Parcel ID	135-00-00-032-000	Alternate ID	n/a	Owner Address	RICHBURG MAGNOLIAS LLC
Sec/Twp/Rng	n/a	Class	AC		P O BOX 1107
Property Address		Acreage	87.579		LANCASTER SC 29721
District	04				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 8/22/2022
 Last Data Uploaded: 8/22/2022 3:19:22 AM

**MAGNOLIA RICHBURG PLANNED DEVELOPMENT
RICHBURG MAGNOLIAS & LEWISVILLE T-1 PROPERTIES
CHESTER COUNTY, SOUTH CAROLINA**

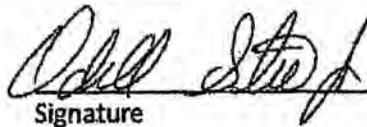
AGENT AUTHORIZATION

On behalf of Richburg Magnolias, LLC and Lewisville T-1 Properties, LLC (Sellers), I/we hereby appoint and grant D.R. Horton, Inc. (Purchaser) and its representatives authorization to file for and seek rezoning and development approvals associated with the following properties:

Tax Parcels: 135-00-00-019-00
135-00-00-020-00
135-00-00-032-00
136-00-00-042-000 (portion of equal to 9.45 acres)

I/We hereby acknowledge Purchaser's intent to rezone to a Planned Development District consisting of single family residential and limited commercial development, subject to approval by the Chester County Council.

Property Owner Signature(s):

 _____ 4-19-2022
Signature Date

 _____ 4-19-2022
Signature Date

 _____ 4-19-2022
Signature Date

 _____ 4-19-2022
Signature Date



155 Wylie Street • P.O. Box 550 • Chester, South Carolina • 29706
(803) 385-5123 • www.chestermetrosc.com

Solving the water needs of tomorrow, today.

April 11, 2022

DR Horton
C/O R. Joe Harris & Associates, Inc.
1186 Stonecrest Boulevard
Tega Cay, SC 29708

Re: Magnolia Richburg, Richburg SC, Water Availability

This letter is in response to your water availability request to support the rezoning application for tax parcels 135-00-00-019-000, 135-00-00-020-000, 135-00-00-032-011, and 136-00-00-042-000. Per the information provided on the drawing titled: Magnolia Richburg GIS Concept Plan, created by R. Joe Harris & Associates, Inc, the proposed project will consist of 1231 single-family lots.

Chester Metropolitan District's (CMD) water filtration plant has sufficient permitted capacity to provide water to this project while considering our current daily usage and future allocated demands. The water main along Hwy 9 is adequate to serve the project. Water system improvements that are necessary to serve the project will be the responsibility of the Developer.

A Willingness and Capability letter will be provided at a later date for permitting with SCDHEC once the Capital Recovery Fees are paid. There is no reservation of capacity until such time the Capital Recovery Fees are paid.

Please do not hesitate to contact me at alitten@chestermetrosc.com or (803) 385-5123 if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Andy Litten".

Andy Litten, PE
District Engineer

MAGNOLIA TRACE PLANNED DEVELOPMENT PD DESCRIPTIVE STATEMENT PER CHESTER COUNTY ZONING ORDINANCE

This descriptive statement is provided in accordance with Chapter 4-131(f) of the Chester County Zoning Ordinance and shall be considered a part of the rezoning documents and any conditions, statements or other information contained herein shall be binding to the rezoning.

1. Legal description of site boundaries, and total area of the site:

Magnolia Trace Planned Development will consist of 493.73 acres and includes TM#135-00-00-019-000 (108.04 acres), TM#135-00-00-020-000 (289.62 acres), TM#135-00-00-032-000 (86.62 acres) and a portion of TM#136-00-00-042-000 (9.45 acres to be rezoned and made part of the Magnolia Trace PD – remainder to be excluded).

Legal Description of Overall Acreage as Follows:

BEING ALL OF THOSE CERTAIN PARCELS OF LAND LYING IN CHESTER COUNTY, SOUTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 135-00-00-019-000, 135-00-00-020-000, & 135-00-00-032-000, AND A PORTION OF THAT CERTAIN PARCEL OF LAND LYING IN CHESTER COUNTY, SOUTH CAROLINA, HAVING A PARCEL IDENTIFICATION NUMBER OF 136-00-00-042-000 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "PETTICOAT", HAVING SOUTH CAROLINA GEODETIC COORDINATES OF NORTH=1,059,634.189' AND EAST=1,989,463.52', THENCE S41°46'17"E FOR A DISTANCE OF 13,852.11' (GROUND DISTANCE) TO A # 5 REBAR FOUND, SAID POINT BEING ON THE EASTERN RIGHT OF WAY (R/W) LINE OF LEWISVILLE HIGH SCHOOL ROAD (66' PUBLIC R/W), SAID POINT ALSO BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, AND FOLLOWING THE AFOREMENTIONED R/W OF LEWISVILLE HIGH SCHOOL ROAD, THE FOLLOWING 6 CALLS 1)N33°49'38"E FOR A DISTANCE OF 249.17' TO A #5 REBAR SET 2)N34°40'21"E FOR A DISTANCE OF 109.93' TO A #5 REBAR SET 3)N38°31'08"E FOR A DISTANCE OF 116.30' TO A #5 REBAR SET 4)N45°17'48"E FOR A DISTANCE OF 109.23' TO A #5 REBAR SET 5)N52°49'21"E FOR A DISTANCE OF 113.57' TO A #5 REBAR SET 6)N57°52'46"E FOR A DISTANCE OF 94.46' TO A #5 REBAR SET, THENCE, LEAVING SAID R/W, S29°18'53"E FOR A DISTANCE OF 497.63' TO A ¾" SQUARE BAR FOUND, THENCE S52°36'11"E FOR A DISTANCE OF 1000.55' TO A FENCE POST FOUND, THENCE N30°59'26"E FOR A DISTANCE OF 725.73' TO A FENCE POST FOUND, THENCE N31°01'32"E FOR A DISTANCE OF 824.69' TO A #5 REBAR FOUND, THENCE N03°11'52"W FOR A DISTANCE OF 381.99' TO A #5 REBAR FOUND, THENCE N71°10'49"W FOR A DISTANCE OF 1621.34' TO A #5 REBAR FOUND, THENCE N18°47'55"E FOR A DISTANCE OF 912.16' TO A POINT, THENCE N36°17'30"E FOR A DISTANCE OF 14.50' TO A 1" OPEN TOP PIPE FOUND, THENCE S65°32'30"E FOR A DISTANCE OF 157.43' TO A ¾" OPEN TOP PIPE FOUND, THENCE N42°08'28"E FOR A DISTANCE OF 2135.83' TO A #5 REBAR FOUND, THENCE N70°26'47"E FOR A DISTANCE OF 1409.08' TO A ¾" OPEN TOP PIPE FOUND, THENCE S47°20'37"E FOR A DISTANCE OF 1639.60' TO A 1 1/4" OPEN TOP PIPE FOUND, THENCE S26°05'26"E FOR A DISTANCE OF 541.41' TO A FENCE POST FOUND, THENCE S23°06'08"E FOR A DISTANCE OF 1431.83' TO A ½" OPEN TO PIPE FOUND, THENCE S14°49'23"W FOR A DISTANCE OF 2,133.03' TO A #5 REBAR FOUND, THENCE, S 89°38'12"W FOR A DISTANCE OF 627.57' TO A #5 REBAR FOUND ON THE EASTERN R/W OF SLOAN ROAD (S-12-730 66' PUBLIC R/W), THENCE, WITH SAID R/W THE FOLLOWING 4 CALLS 1)N04°17'47"W FOR A DISTANCE OF 264.95' TO A #5 REBAR SET 2)N04°06'14"W FOR A DISTANCE OF 108.78' TO A #5 REBAR SET ON THE BEGINNING OF A NON-TANGENTIAL CURVE 3)SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 45°13'41", HAVING A RADIUS OF 211.47', AND WHOSE LONG CHORD BEARS N16°26'22"E FOR A DISTANCE OF 162.63' TO A #5 REBAR SET 4)N37°16'19"E FOR A DISTANCE OF 226.00' TO A #5 REBAR SET, THENCE, CROSSING SAID R/W, N52°43' 41"W FOR A

1. Legal description of site boundaries, and total area of the site:

(cont'd from previous page)

DISTANCE OF 66.00' TO A #5 REBAR FOUND ON THE WESTERN R/W OF THE AFOREMENTIONED SLOAN ROAD, THENCE, LEAVING SAID R/W, N58°05'05"W FOR A DISTANCE OF 997.00' TO A #5 REBAR FOUND, THENCE N58°05'18"W FOR A DISTANCE OF 18.80' TO A POINT IN A CREEK, THENCE WITH SAID CREEK THE FOLLOWING 61 CALLS 1)S32°52'10"W FOR A DISTANCE OF 72.14' TO A POINT 2)S04°26'032"W FOR A DISTANCE OF 160.17' TO A POINT 3)S22°06'002"W FOR A DISTANCE OF 161.18' TO A POINT 4)S06°12'40"W FOR A DISTANCE OF 171.17' TO A POINT 5)S46°42'10"W FOR A DISTANCE OF 165.33' TO A POINT 6)S13°37'10"E FOR A DISTANCE OF 124.18' TO A POINT 7)S15°50'49"W FOR A DISTANCE OF 7.29' TO A POINT 8)S26°03'28"E FOR A DISTANCE OF 12.63' TO A POINT 9)S04°14'22"W FOR A DISTANCE OF 20.95' TO A POINT 10)S74°17'34"W FOR A DISTANCE OF 28.34' TO A POINT 11)S42°33'41"W FOR A DISTANCE OF 29.10' TO A POINT 12)S19°00'28"W FOR A DISTANCE OF 28.57' TO A POINT 13)S70°24'07"W FOR A DISTANCE OF 6.90' TO A POINT 14)S37°01'28"W FOR A DISTANCE OF 6.07' TO A POINT 15)S07°27'16"E FOR A DISTANCE OF 19.89' TO A POINT 16)S27°25'53"E FOR A DISTANCE OF 16.45' TO A POINT 17)S05°36'34"E FOR A DISTANCE OF 19.59' TO A POINT 18)S17°12'45"W FOR A DISTANCE OF 46.07' TO A POINT 19)S58°02'34"W FOR A DISTANCE OF 7.81' TO A POINT 20)S74°44'08"W FOR A DISTANCE OF 30.05' TO A POINT 21)S44°13'45"W FOR A DISTANCE OF 10.20' TO A POINT 22)S04°04'53"W FOR A DISTANCE OF 48.43' TO A POINT 23)S10°50'50"W FOR A DISTANCE OF 14.25' TO A POINT 24)S32°36'29"E FOR A DISTANCE OF 40.80' TO A POINT 25)S22°05'59"E FOR A DISTANCE OF 46.60' TO A POINT 26)S31°58'56"E FOR A DISTANCE OF 59.31' TO A POINT 27)S14°13'51"E FOR A DISTANCE OF 28.87' TO A POINT 28)S23°04'49"W FOR A DISTANCE OF 11.38' TO A POINT 29)S52°48'22"W FOR A DISTANCE OF 23.74' TO A POINT 30)S48°55'39"W FOR A DISTANCE OF 35.35' TO A POINT 31)S17°34'13"W FOR A DISTANCE OF 17.16' TO A POINT 32)S22°27'12"W FOR A DISTANCE OF 37.57' TO A POINT 33)S55°58'58"W FOR A DISTANCE OF 25.36' TO A POINT 34)S67°46'14"W FOR A DISTANCE OF 29.81' TO A POINT 35)S33°18'08"W FOR A DISTANCE OF 18.11' TO A POINT 36)S16°15'18"W FOR A DISTANCE OF 9.56' TO A POINT 37)S62°30'13"W FOR A DISTANCE OF 5.53' TO A POINT 38)N75°56'31"W FOR A DISTANCE OF 22.21' TO A POINT 39)S75°41'13"W FOR A DISTANCE OF 7.28' TO A POINT 40)S19°29'56"W FOR A DISTANCE OF 4.70' TO A POINT 41)S17°36'18"E FOR A DISTANCE OF 16.90' TO A POINT 42)S69°22'25"E FOR A DISTANCE OF 19.46' TO A POINT 43)S42°48'05"E FOR A DISTANCE OF 10.99' TO A POINT 44)S15°34'37"W FOR A DISTANCE OF 11.62' TO A POINT 45)S49°11'09"W FOR A DISTANCE OF 30.13' TO A POINT 46)S31°25'32"W FOR A DISTANCE OF 20.25' TO A POINT 47)S08°17'05"E FOR A DISTANCE OF 7.96' TO A POINT 48)S63°17'31"W FOR A DISTANCE OF 7.71' TO A POINT 49)N89°31'14"W FOR A DISTANCE OF 22.94' TO A POINT 50)N70°15'47"W FOR A DISTANCE OF 16.69' TO A POINT 51)S81°45'59"W FOR A DISTANCE OF 27.18' TO A POINT 52)S84°01'00"W FOR A DISTANCE OF 29.73' TO A POINT 53)S47°10'37"W FOR A DISTANCE OF 15.49' TO A POINT 54)S75°14'08"W FOR A DISTANCE OF 11.56' TO A POINT 55)N84°46'10"W FOR A DISTANCE OF 9.93' TO A POINT 56)S43°47'28"W FOR A DISTANCE OF 14.81' TO A POINT 57)S64°02'00"W FOR A DISTANCE OF 20.34' TO A POINT 58)S12°55'39"W FOR A DISTANCE OF 10.69' TO A POINT 59)S41°30'06"W FOR A DISTANCE OF 10.39' TO A POINT 60)S78°26'56"W FOR A DISTANCE OF 20.88' TO A POINT 61)N53°37'05"W FOR A DISTANCE OF 6.61' TO A POINT, THENCE, LEAVING SAID CREEK, S10°38'55"E FOR A DISTANCE OF 10.94' TO A ¾" PINCH PIPE FOUND, THENCE S10°38'55"E FOR A DISTANCE OF 473.15' TO A PINCH PIPE FOUND, THENCE S66°15'11"W FOR A DISTANCE OF 525.49' TO A ¾" PINCH PIPE FOUND, THENCE S69°43'40"W FOR A DISTANCE OF 55.41' TO A #5 REBAR FOUND, THENCE S07°37'04"W FOR A DISTANCE OF 823.34' TO A FENCE POST FOUND, THENCE S4°40'06"W FOR A DISTANCE OF 570.64' TO A #5 REBAR SET ON THE NORTHERN R/W OF LANCASTER HIGHWAY (VARIABLE WIDTH PUBLIC R/W) THENCE, WITH SAID R/W, THE FOLLOWING 3 CALLS 1) N55°31'06"W FOR A DISTANCE OF 1,662.00' TO A #5 REBAR SET 2)N55°33'49"W FOR A DISTANCE OF 450.98' TO A #5 REBAR FOUND 3)N54°20'22"W FOR A DISTANCE OF 1,326.08' TO A #5 REBAR FOUND, THENCE, LEAVING SAID R/W, N35°38'09"E FOR

9. Details of association or organization involved in ownership and maintenance, including procedures and methods of operation:

For the single family area, a Homeowners Association (HOA) will be formed and HOA Covenants, Conditions & Restrictions (CCRs) will be recorded forming the basis of operation of common areas, enforcement of uses and lot improvements, voting rights/participation, meeting requirements, establishment of HOA Board and other pertinent information necessary for successful operation and maintenance of a residential community.

10. Outline for development phasing with anticipated time frames:

The Magnolia Trace Planned Development will be developed at different intervals (single family development will be completed in three (3) master phases and commercial will be considered its own master phase of development) and each master phase will likely be sub-phased. Specific sub-phasing will be provided for in the construction documents and in general, below is the anticipated timing for development of Single Family Master Phase 1:

Single Family Master Phase 1

- a. Design & Permitting: 6-9 Months (8/2022 – 3/2023)
- b. Estimated Construction Start: April 2023
- c. Estimated Buildout Year: 2025-2026
- d. Estimated Sub-Phases: 3-4

Total Buildout all Single Family Master Phases: 2030-2032

Commercial area is projected to start toward the end of the single family buildout or after.

Schedules are estimations and subject to adjustment due to changes in market conditions and other factors beyond the control of the developer.

11. Design standards, procedures and methods demonstrating that development will result in an integrated use district, functional and compatible with the area:

The design standards and procedures for developing Magnolia Trace Planned Development will meet the conditions of the approved rezoning plan as well as meeting the applicable local, state and federal regulations and standards.

Given its location and proximity to Interstate 77 and direct access to Lancaster Highway, traffic impact will be minimal with a surrounding highway network readily capable of supporting development growth. Magnolia Trace PD will be an asset to Chester County in support of continued industrial development occurring within the area.

Magnolia Trace will provide direct support to the previously mentioned industrial development occurring within the area, providing residential housing support to these industries as well as surrounding areas.

The uses proposed are very compatible with the surrounding area given its direct access to major highways, ease of access to public schools and economic interests along the Lancaster Highway Corridor.

12. Proposed restrictive covenants to be recorded to assure future compliance with the standards in the plan:

A copy of the proposed Homeowners Association (HOA) Covenants, Conditions & Restrictions (CCRs) are attached for review by the Chester County Planning Commission and County Council.

The CCRs will be recorded prior to recording of any subdivision plat or sale of first home, whichever is desired by Chester County.

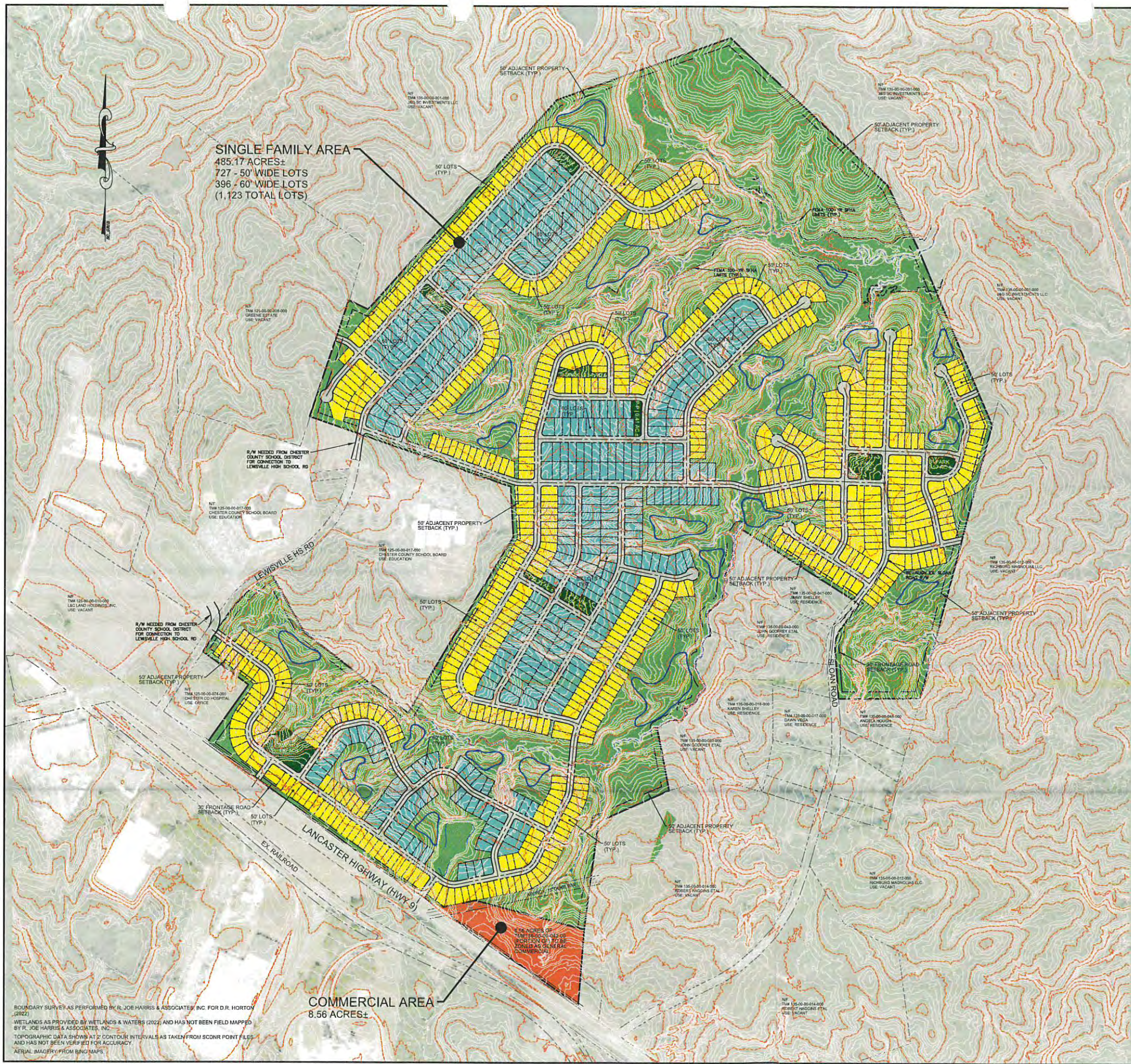
13. Such other information as may be appropriate for Planning Commission review:

Please refer to the technical notes provided on the Magnolia Trace Planned Development Rezoning Plan.

A draft of the Traffic Impact Analysis/Study (TIA/TIS) will be provided to the Planning Commission for the single family development area (will be submitted separately once completed and prior to Planning Commission meeting).

Copy of Survey Exhibit indicating the boundary limits of the rezoning and included parcels. Please note that only a portion of TM#136-00-00-042-000 equal to 9.45 acres will be subdivided and included in the Magnolia Trace Planned Development (remaining acreage will be excluded and not part of the rezoning).

< END >



VICINITY MAP - N.T.S.

GENERAL INFORMATION:

PROJECT: MAGNOLIA TRACE PLANNED DEVELOPMENT (PD)
DEVELOPER: D.R. HORTON, INC.
 8025 ARROWRIDGE BOULEVARD
 CHARLOTTE, NORTH CAROLINA 28273
 P | 704.377.2006
OWNERS: (1) RICHBURG MAGNOLIAS, LLC
 (2) LEWISVILLE T-1, LLC
PARCELS: (1) 135-00-00-019-000, 135-00-00-020-000
 (BY OWNER) 135-00-00-032-000
 (2) 136-00-00-042-000 (Portion)
ACREAGE: 485.17 ACRES± (RESIDENTIAL)
 8.56 ACRES± (COMMERCIAL)
 493.73 ACRES± (TOTAL)
EXISTING ZONING: ID-1 & ID-2
PROP. ZONING: PLANNED DEVELOPMENT (PD)

DEVELOPMENT INFORMATION:

PROPOSED USE: SINGLE FAMILY DETACHED & COMMERCIAL
MAX. DENSITY: SINGLE FAMILY LOTS - 1,124 (2.31 UNITS/AC)¹
 (ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)¹
 MAX. ALLOWED - 1,124 DWELLING UNITS¹
COMMERCIAL: PER REZONING NOTES

SINGLE FAMILY LOTS:

- MIN. LOT WIDTH: 50 FT. @ FRONT S.B.¹
- MIN. LOT DEPTH: 120 FT.
- MIN. LOT SIZE: 6,000 SQ. FT.
- SETBACKS/YARDS: FRONT S.B. - 25 FT.¹
 CORNER YD. - 25 FT.¹
 SIDE YARD - 10 FT.¹
 REAR YARD - 20 FT.¹

COMMERCIAL PARCELS:

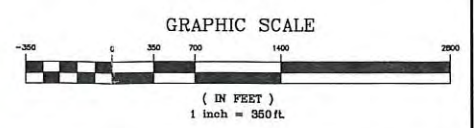
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.
 SIDE YARD - 20 FT. (RESIDENTIAL)
 - 10 FT. (ALL OTHERS)
 REAR YARD - 20 FT.

OPEN SPACE:

- RESIDENTIAL - 20% OF GROSS ACREAGE (MIN.)
 - 232.66 ACRES (COMMON AREAS)¹
 - 4.63 ACRES (POCKET PARKS)¹
 - 1.87 ACRES (CENTRAL AMENITY)¹
 PROPOSED OPEN SPACE = 239.16 ACRES (49.3%)¹
 COMMERCIAL - N/A

PHASING TO BE SHOWN AT SKETCH PLAN AND/OR PRELIMINARY PLANS

(SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



DATE	ISSUED FOR	REV
5/29/22	Submit to Chester County	0
6/10/22	Revise Per New Ordinances for PDs	1




Know what's below. Call before you dig.

Engineer:



R. Joe Harris & Associates, Inc.
 Engineering • Land Surveying • Planning Management
1144 Sennettsville Road, Five Mile, S.C. 29540 Phone | 803.482.4799

www.rjoharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal	Engineer's Seal
FOR REZONING ONLY NOT FOR CONSTRUCTION	

Project Manager: -	Drawn: B. Pridmore
Department Manager: -	Checked: -

Print Plot Date:
June 10, 2022

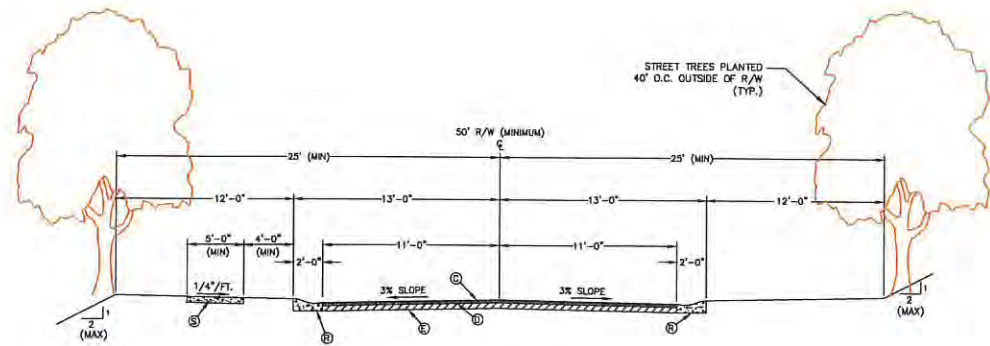
Client:
D.R. HORTON, INC.
 8025 ARROWRIDGE BOULEVARD
 CHARLOTTE, NORTH CAROLINA 28273
 P: 704-377-2006

Project:
**MAGNOLIA TRACE
PLANNED DEVELOPMENT**

Drawing Title:
**PD REZONING
MASTER PLAN**

Project No. 5084-Magnolia Richburg	Drawing No. RZ-1
DWG File Name: Magnolia Richburg PD Rezone	

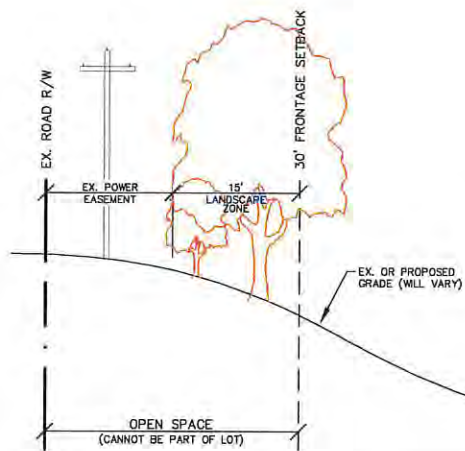
BOUNDARY SURVEY AS PERFORMED BY R. JOE HARRIS & ASSOCIATES, INC. FOR D.R. HORTON (2022)
 WETLANDS AS PROVIDED BY WETLANDS & WATERS (2022) AND HAS NOT BEEN FIELD MAPPED BY R. JOE HARRIS & ASSOCIATES, INC.
 TOPOGRAPHIC DATA SHOWN AT 2' CONTOUR INTERVALS AS TAKEN FROM SCORIN POINT FILES AND HAS NOT BEEN VERIFIED FOR ACCURACY
 AERIAL IMAGERY FROM BING MAPS



LOCAL RESIDENTIAL STREET

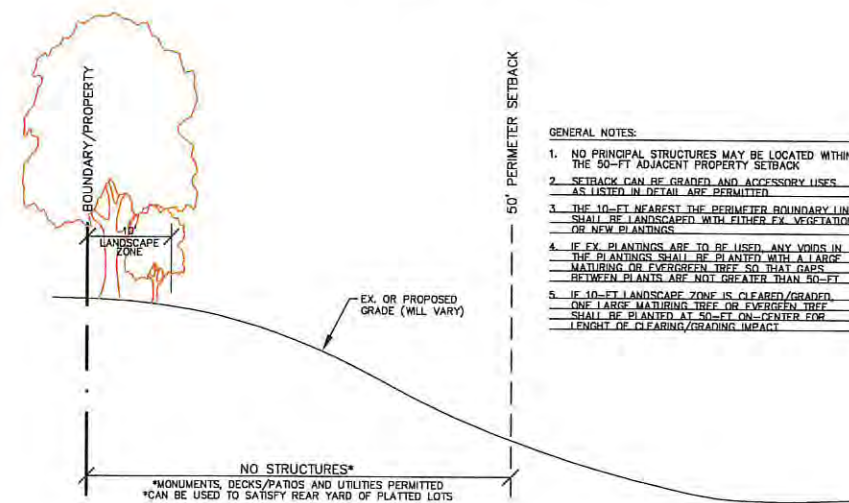
PAVEMENT SCHEDULE

- ① 1" HMA SURFACE COURSE - TYPE "C"
- ② 2" HMA BINDER COURSE - TYPE "C"
- ③ 8" GRADED AGGREGATE BASE COURSE
- ④ 2'-0" VALLEY GUTTER
- ⑤ 5' CONCRETE SIDEWALK



30' EX. ROAD FRONTAGE SETBACK
TYPICAL SECTION - NTS

- GENERAL NOTES:**
- 30' EX. ROAD FRONTAGE SETBACK MUST BE IN COMMON OPEN SPACE AND NOT PART OF PLATTED LOT FOR SALE (CAN BE PART OF COMMERCIAL OUT PARCEL)
 - A 15-FT LANDSCAPE ZONE SHALL BE SET WITHIN BACK HALF OF FRONTAGE SETBACK
 - LANDSCAPING SHALL BE AS SPECIFIED ON THIS SHEET (RZ-2) UNDER "LANDSCAPING & TREE SAVE" ITEMS #1 AND #4
 - MONUMENTATION, FENCING, UTILITIES, AND GRADING (SUBJECT TO RE-LANDSCAPING IMPACTED AREAS) ARE PERMITTED WITHIN THE SETBACK



50' ADJACENT PROPERTY SETBACK
TYPICAL SECTION - NTS

- GENERAL NOTES:**
- NO PRINCIPAL STRUCTURES MAY BE LOCATED WITHIN THE 50-FT ADJACENT PROPERTY SETBACK
 - SETBACK CAN BE GRADED AND ACCESSORY USES AS LISTED IN DETAIL ARE PERMITTED
 - THE 10-FT NEAREST THE PERIMETER BOUNDARY LINE SHALL BE LANDSCAPED WITH EITHER EX. VEGETATION OR NEW PLANTINGS
 - IF EX. PLANTINGS ARE TO BE USED, ANY Voids IN THE PLANTINGS SHALL BE PLANTED WITH A LARGE MATURING OR EVERGREEN TREE SO THAT GAPS BETWEEN PLANTS ARE NOT GREATER THAN 50-FT
 - IF 10-FT LANDSCAPE ZONE IS CLEARED/GRADED, ONE LARGE MATURING TREE OR EVERGREEN TREE SHALL BE PLANTED AT 50-FT ON-CENTER FOR LENGTH OF CLEARING/GRADED IMPACT

ZONING INFORMATION | GENERAL PROVISIONS:

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

MAX. PERMITTED DENSITIES | PERMITTED USES:

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

OPEN SPACES:

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

STREETS & TRAFFIC:

- DEVELOPMENT SHALL INCLUDE AND BE RESPONSIBLE FOR ANY TRAFFIC IMPROVEMENTS OUTLINED IN THE TRAFFIC STUDY PROVIDED AS PART OF THIS REZONING OR SUBSEQUENT PRELIMINARY PLAT, AS APPLICABLE AND AS APPROVED BY CHESTER COUNTY AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT).
- TRAFFIC IMPROVEMENTS, IF REQUIRED BY THE TRAFFIC STUDY, MAY BE PHASED AS APPROVED BY CHESTER COUNTY AND SCDOT (MAY REQUIRE A PHASING STUDY AFTER COMPLETION OF INITIAL TRAFFIC STUDY AND SHALL BE PROVIDED BY DEVELOPER AT NO COST TO CHESTER COUNTY).
- APPROVAL OF THE TRAFFIC STUDY DOES NOT RELIEVE DEVELOPER OR ASSIGNS TO SUBMIT FOR DRIVEWAY PERMITS TO CHESTER COUNTY AND/OR SCDOT.
- ALL INTERIOR DEVELOPMENT ROADS SHALL PROVIDE THE FOLLOWING:
 - 50-FT PUBLIC RIGHT-OF-WAY
 - 22'-FT PAVED ROADWAY SURFACE (11-FT PAVED LANES)
 - 24-INCH VALLEY CURB ON EACH SIDE
 - MIN. 4-FT PLANTING STRIP BETWEEN BACK OF CURB AND NEAREST EDGE OF PUBLIC SIDEWALK (NOT REQUIRED AT MAILBOX KIOSK LOCATIONS WHERE PARALLEL PARKING IS PROVIDED)
 - 5-FT CONCRETE SIDEWALKS TO BE PROVIDED IN ACCORDANCE WITH CHESTER COUNTY LAND DEVELOPMENT REGULATIONS ARTICLE 6-6-10 (CAN TERMINATE AT BULB OF CUL-DE-SACS)
 - MIN. 150-FT CENTERLINE RADIUS
 - PARALLEL PARKING SHALL BE PERMITTED ADJACENT TO MAILBOX KIOSK LOCATIONS (MIN. 8-FT PAVED LANES)
- NO SIDEWALKS ARE PROPOSED NOR REQUIRED ALONG LANCASTER HIGHWAY (SCDOT HIGHWAY 9)

PARKING & OFF-STREET LOADING:

- SUBJECT TO SUBMITTING A LETTER OF REQUEST TO THE PLANNING DIRECTOR AND APPROVAL OF THE WRITTEN LETTER OF REQUEST, PARKING AND OFF-STREET LOADING SHALL BE PER CHAPTER 5 OF THE CHESTER COUNTY ZONING ORDINANCE EXCEPT AS FOLLOWS:
 - PARKING AISLES MAY BE REDUCED TO 22-FT OF TRAVEL SURFACE
 - OFF-STREET LOADING AREAS FOR COMMERCIAL AREAS MAY BE WAIVED BY THE PLANNING DIRECTOR IF PROPOSED USES ARE FOUND NOT TO NEED AN OFF-STREET LOADING SPACE
- FOR RESIDENTIAL LOTS, A MIN. OF 3 PARKING SPACES SHALL BE PROVIDED COMPLETELY OFF THE ROAD RIGHT-OF-WAY SUBJECT TO THE FOLLOWING:
 - GARAGES MAY ONLY COUNT AS 1-SPACE TO MEET THIS REQUIREMENT
 - 2-SPACES TO BE PROVIDED OUTSIDE OF THE GARAGE AND SHALL BE MIN. OF 8' IN WIDTH AND 19' IN DEPTH (DRIVEWAY SPACES) PER PARKING SPACE

SIGNAGE:

- SIGNAGE PER CHAPTER 5 OF THE CHESTER COUNTY ZONING ORDINANCE.

LANDSCAPING & TREE SAVE:

- EXISTING ROAD FRONTAGES SHALL BE PROVIDED WITH A 15-FT LANDSCAPED BUFFER AS MEASURED FROM EXISTING RIGHT-OF-WAY AND EXTENDING LANDWARD INTO THE PROPERTY AND PROVIDE PLANTINGS IN ACCORDANCE WITH BUFFER TYPE "A" FOUND IN SECTION 5-301 OF THE CHESTER COUNTY ZONING ORDINANCE (12-SHRUBS, 2-EVERGREEN TREES PER 100-FT OF STREET FRONTAGE) - APPLIES TO FRONTAGE ALONG LANCASTER HIGHWAY (SLOAN ROAD WILL NOT BE BUFFERED AND TREATED AS AN INTERNAL ROAD)
- NO BUFFERS ARE REQUIRED BETWEEN DEVELOPMENT AREAS INTERIOR TO THE PLANNED DEVELOPMENT DISTRICT
- TREE SAVE, WHILE ENCOURAGED, IS NOT REQUIRED FOR ANY PORTION OF THIS PLANNED DEVELOPMENT DISTRICT
- EXISTING TREES AND NATURAL GROWTH MAY BE USED TO SATISFY ANY REQUIRED BUFFERS
- PLANT SUBSTITUTIONS AS PERMITTED BY CHESTER COUNTY ZONING ORDINANCE
- FOR INTERIOR STREETS, STREET TREES SHALL BE PROVIDED GENERALLY AT 40-FT ON-CENTER AND MUST BE LOCATED OUTSIDE OF THE STREET RIGHT-OF-WAY
 - SHALL BE MIN. 2-INCH CALIPER AT TIME OF PLANTING AND SHALL BE LARGE DECIDUOUS TREE
 - SHALL BE PLANTED WITHIN 5-FT OF THE RIGHT-OF-WAY AND MIX OF TREE SPECIES IS ENCOURAGED
 - TREES MAY BE OMITTED WHEN IN CONFLICT WITH UTILITIES, DRIVEWAYS AND SIGHT DISTANCE TRIANGLES AT INTERSECTIONS

WATER AND SEWER:

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

STORMWATER:

- STORM DRAINAGE SYSTEMS SHALL BE DESIGNED FOR THE 2 & 10-YEAR STORMWATER RAINFALL EVENTS
- OPEN CULVERTS SHALL BE DESIGNED FOR THE 25-YEAR STORMWATER RAINFALL EVENT
- STORMWATER DETENTION WAIVERS, AS REVIEWED AND APPROVED BY SCDHEC, WILL BE PERMITTED SO LONG AS STORMWATER DISCHARGES ARE RELEASED TO DEFINED DRAINAGE WAYS AND REGULATED FLOODPLAINS/FLOODWAYS (SPECIAL FLOOD HAZARD AREAS - SFHA)

START OF CONSTRUCTION:

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

DATE	ISSUED FOR	REV
5/22/22	Submitted to Chester County	1
5/23/22	Approved for New Guidelines for Files	1

Engineer:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1945 Executive Boulevard, Suite 300, York, PA 17403
Phone: 717.493.9324
www.rjoharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal	Engineer's Seal
FOR REZONING ONLY NOT FOR CONSTRUCTION	

Project Manager	Drawn
Department Manager	Checked
Print/Plot Date	
June 10, 2022	
Client	
D.R. HORTON, INC. 8025 ARROWRIDGE BOULEVARD CHARLOTTE, NORTH CAROLINA 28273 P: 704-377-2006	
Project:	
MAGNOLIA TRACE PLANNED DEVELOPMENT	
Drawing Title:	
PD REZONING TECHNICAL DATA SHEET	
Project No.	Drawing No.
5064-Magnolia Ridge	
DWG File Name:	
Magnolia Ridge PD Rezoning	RZ-2

Chester County Planning Commission Meeting August 16th, 2022

CCMA22-22 D.R. Horton Inc request Tax Map # 136-00-00-042-000 (PORTION) on Lancaster Hwy to be rezoned from Restricted Industrial District (ID-1) to Planned Development District (PD). No one spoke in favor or opposition to the rezoning request. Chairman Raines motioned to approve, second by Commissioner Howell and Commissioner Howell. Vote 6-0 Approved.



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: 8-16-22 Case # CCMA22-22 Invoice # 5414

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

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive master planned mixed-use community providing for single family residential and supporting commercial opportunities along the Highway 9 Corridor, east of I-77

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: Lancaster Highway
 Tax Map Number: 136-00-00-042-000 (Portion) Acres: 9.45 (Part of PD)

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): D.R. Horton, Inc.
 Address 8025 Arrowridge Boulevard, Charlotte, NC 28273
 Telephone: (704) 377-2006 cell N/A work N/A
 E-Mail Address: CMTeuben@drhorton.com

Owner(s) if other than applicant(s): Lewisville T-1, LLC %Odell Steele Jr.
 Address: P.O. Box 1107, Lancaster, SC 29721
 Telephone: _____ cell N/A work N/A
 E-Mail Address: N/A

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

Owner's signature: Odell Steele Jr. Date: 4-19-2022
 Applicant signature: Carole Teuben Date: 4/19/2022

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

**MAGNOLIA RICHBURG PLANNED DEVELOPMENT
RICHBURG MAGNOLIAS & LEWISVILLE T-1 PROPERTIES
CHESTER COUNTY, SOUTH CAROLINA**

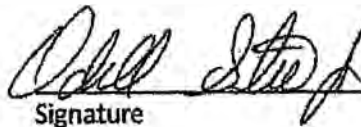
AGENT AUTHORIZATION

On behalf of Richburg Magnolias, LLC and Lewisville T-1 Properties, LLC (Sellers), I/we hereby appoint and grant D.R. Horton, Inc. (Purchaser) and its representatives authorization to file for and seek rezoning and development approvals associated with the following properties:

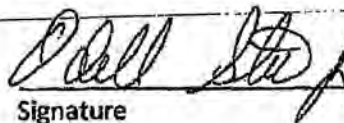
Tax Parcels: 135-00-00-019-00
135-00-00-020-00
135-00-00-032-00
136-00-00-042-000 (portion of equal to 9.45 acres)

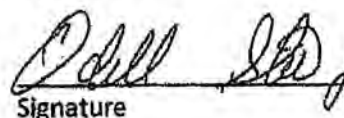
I/We hereby acknowledge Purchaser's intent to rezone to a Planned Development District consisting of single family residential and limited commercial development, subject to approval by the Chester County Council.

Property Owner Signature(s):

 4-19-2022
Signature Date

 4-19-2022
Signature Date

 4-19-2022
Signature Date

 4-19-2022
Signature Date



155 Wylie Street • P.O. Box 550 • Chester, South Carolina • 29706
(803) 385-5123 • www.chestermetrosc.com

Solving the water needs of tomorrow, today.

April 11, 2022

DR Horton
C/O R. Joe Harris & Associates, Inc.
1186 Stonecrest Boulevard
Tega Cay, SC 29708

Re: Magnolia Richburg, Richburg SC, Water Availability

This letter is in response to your water availability request to support the rezoning application for tax parcels 135-00-00-019-000, 135-00-00-020-000, 135-00-00-032-011, and 136-00-00-042-000. Per the information provided on the drawing titled: Magnolia Richburg GIS Concept Plan, created by R. Joe Harris & Associates, Inc, the proposed project will consist of 1231 single-family lots.

Chester Metropolitan District's (CMD) water filtration plant has sufficient permitted capacity to provide water to this project while considering our current daily usage and future allocated demands. The water main along Hwy 9 is adequate to serve the project. Water system improvements that are necessary to serve the project will be the responsibility of the Developer.

A Willingness and Capability letter will be provided at a later date for permitting with SCDHEC once the Capital Recovery Fees are paid. There is no reservation of capacity until such time the Capital Recovery Fees are paid.

Please do not hesitate to contact me at alitten@chestermetrosc.com or (803) 385-5123 if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Andy Litten".

Andy Litten, PE
District Engineer

MAGNOLIA TRACE PLANNED DEVELOPMENT PD DESCRIPTIVE STATEMENT PER CHESTER COUNTY ZONING ORDINANCE

This descriptive statement is provided in accordance with Chapter 4-131(f) of the Chester County Zoning Ordinance and shall be considered a part of the rezoning documents and any conditions, statements or other information contained herein shall be binding to the rezoning.

1. Legal description of site boundaries, and total area of the site:

Magnolia Trace Planned Development will consist of 493.73 acres and includes TM#135-00-00-019-000 (108.04 acres), TM#135-00-00-020-000 (289.62 acres), TM#135-00-00-032-000 (86.62 acres) and a portion of TM#136-00-00-042-000 (9.45 acres to be rezoned and made part of the Magnolia Trace PD – remainder to be excluded).

Legal Description of Overall Acreage as Follows:

BEING ALL OF THOSE CERTAIN PARCELS OF LAND LYING IN CHESTER COUNTY, SOUTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 135-00-00-019-000, 135-00-00-020-000, & 135-00-00-032-000, AND A PORTION OF THAT CERTAIN PARCEL OF LAND LYING IN CHESTER COUNTY, SOUTH CAROLINA, HAVING A PARCEL IDENTIFICATION NUMBER OF 136-00-00-042-000 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "PETTICOAT", HAVING SOUTH CAROLINA GEODETIC COORDINATES OF NORTH=1,059,634.189' AND EAST=1,989,463.52', THENCE S41°46'17"E FOR A DISTANCE OF 13,852.11' (GROUND DISTANCE) TO A # 5 REBAR FOUND, SAID POINT BEING ON THE EASTERN RIGHT OF WAY (R/W) LINE OF LEWISVILLE HIGH SCHOOL ROAD (66' PUBLIC R/W), SAID POINT ALSO BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, AND FOLLOWING THE AFOREMENTIONED R/W OF LEWISVILLE HIGH SCHOOL ROAD, THE FOLLOWING 6 CALLS 1)N33°49'38"E FOR A DISTANCE OF 249.17' TO A #5 REBAR SET 2)N34°40'21"E FOR A DISTANCE OF 109.93' TO A #5 REBAR SET 3)N38°31'08"E FOR A DISTANCE OF 116.30' TO A #5 REBAR SET 4)N45°17'48"E FOR A DISTANCE OF 109.23' TO A #5 REBAR SET 5)N52°49'21"E FOR A DISTANCE OF 113.57' TO A #5 REBAR SET 6)N57°52'46"E FOR A DISTANCE OF 94.46' TO A #5 REBAR SET, THENCE, LEAVING SAID R/W, S29°18'53"E FOR A DISTANCE OF 497.63' TO A ¾" SQUARE BAR FOUND, THENCE S52°36'11"E FOR A DISTANCE OF 1000.55' TO A FENCE POST FOUND, THENCE N30°59'26"E FOR A DISTANCE OF 725.73' TO A FENCE POST FOUND, THENCE N31°01'32"E FOR A DISTANCE OF 824.69' TO A #5 REBAR FOUND, THENCE N03°11'52"W FOR A DISTANCE OF 381.99' TO A #5 REBAR FOUND, THENCE N71°10'49"W FOR A DISTANCE OF 1621.34' TO A #5 REBAR FOUND, THENCE N18°47'55"E FOR A DISTANCE OF 912.16' TO A POINT, THENCE N36°17'30"E FOR A DISTANCE OF 14.50' TO A 1" OPEN TOP PIPE FOUND, THENCE S65°32'30"E FOR A DISTANCE OF 157.43' TO A ¾" OPEN TOP PIPE FOUND, THENCE N42°08'28"E FOR A DISTANCE OF 2135.83' TO A #5 REBAR FOUND, THENCE N70°26'47"E FOR A DISTANCE OF 1409.08' TO A ¾" OPEN TOP PIPE FOUND, THENCE S47°20'37"E FOR A DISTANCE OF 1639.60' TO A 1 1/4" OPEN TOP PIPE FOUND, THENCE S26°05'26"E FOR A DISTANCE OF 541.41' TO A FENCE POST FOUND, THENCE S23°06'08"E FOR A DISTANCE OF 1431.83' TO A ½" OPEN TO PIPE FOUND, THENCE S14°49'23"W FOR A DISTANCE OF 2,133.03' TO A #5 REBAR FOUND, THENCE, S 89°38'12"W FOR A DISTANCE OF 627.57' TO A #5 REBAR FOUND ON THE EASTERN R/W OF SLOAN ROAD (S-12-730 66' PUBLIC R/W), THENCE, WITH SAID R/W THE FOLLOWING 4 CALLS 1)N04°17'47"W FOR A DISTANCE OF 264.95' TO A #5 REBAR SET 2)N04°06'14"W FOR A DISTANCE OF 108.78' TO A #5 REBAR SET ON THE BEGINNING OF A NON-TANGENTIAL CURVE 3)SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 45°13'41", HAVING A RADIUS OF 211.47', AND WHOSE LONG CHORD BEARS N16°26'22"E FOR A DISTANCE OF 162.63' TO A #5 REBAR SET 4)N37°16'19"E FOR A DISTANCE OF 226.00' TO A #5 REBAR SET, THENCE, CROSSING SAID R/W, N52°43' 41"W FOR A

1. Legal description of site boundaries, and total area of the site:

(cont'd from previous page)

DISTANCE OF 66.00' TO A #5 REBAR FOUND ON THE WESTERN R/W OF THE AFOREMENTIONED SLOAN ROAD, THENCE, LEAVING SAID R/W, N58°05'05"W FOR A DISTANCE OF 997.00' TO A #5 REBAR FOUND, THENCE N58°05'18"W FOR A DISTANCE OF 18.80' TO A POINT IN A CREEK, THENCE WITH SAID CREEK THE FOLLOWING 61 CALLS 1)S32°52'10"W FOR A DISTANCE OF 72.14' TO A POINT 2)S04°26'032"W FOR A DISTANCE OF 160.17' TO A POINT 3)S22°06'002"W FOR A DISTANCE OF 161.18' TO A POINT 4)S06°12'40"W FOR A DISTANCE OF 171.17' TO A POINT 5)S46°42'10"W FOR A DISTANCE OF 165.33' TO A POINT 6)S13°37'10"E FOR A DISTANCE OF 124.18' TO A POINT 7)S15°50'49"W FOR A DISTANCE OF 7.29' TO A POINT 8)S26°03'28"E FOR A DISTANCE OF 12.63' TO A POINT 9)S04°14'22"W FOR A DISTANCE OF 20.95' TO A POINT 10)S74°17'34"W FOR A DISTANCE OF 28.34' TO A POINT 11)S42°33'41"W FOR A DISTANCE OF 29.10' TO A POINT 12)S19°00'28"W FOR A DISTANCE OF 28.57' TO A POINT 13)S70°24'07"W FOR A DISTANCE OF 6.90' TO A POINT 14)S37°01'28"W FOR A DISTANCE OF 6.07' TO A POINT 15)S07°27'16"E FOR A DISTANCE OF 19.89' TO A POINT 16)S27°25'53"E FOR A DISTANCE OF 16.45' TO A POINT 17)S05°36'34"E FOR A DISTANCE OF 19.59' TO A POINT 18)S17°12'45"W FOR A DISTANCE OF 46.07' TO A POINT 19)S58°02'34"W FOR A DISTANCE OF 7.81' TO A POINT 20)S74°44'08"W FOR A DISTANCE OF 30.05' TO A POINT 21)S44°13'45"W FOR A DISTANCE OF 10.20' TO A POINT 22)S04°04'53"W FOR A DISTANCE OF 48.43' TO A POINT 23)S10°50'50"W FOR A DISTANCE OF 14.25' TO A POINT 24)S32°36'29"E FOR A DISTANCE OF 40.80' TO A POINT 25)S22°05'59"E FOR A DISTANCE OF 46.60' TO A POINT 26)S31°58'56"E FOR A DISTANCE OF 59.31' TO A POINT 27)S14°13'51"E FOR A DISTANCE OF 28.87' TO A POINT 28)S23°04'49"W FOR A DISTANCE OF 11.38' TO A POINT 29)S52°48'22"W FOR A DISTANCE OF 23.74' TO A POINT 30)S48°55'39"W FOR A DISTANCE OF 35.35' TO A POINT 31)S17°34'13"W FOR A DISTANCE OF 17.16' TO A POINT 32)S22°27'12"W FOR A DISTANCE OF 37.57' TO A POINT 33)S55°58'58"W FOR A DISTANCE OF 25.36' TO A POINT 34)S67°46'14"W FOR A DISTANCE OF 29.81' TO A POINT 35)S33°18'08"W FOR A DISTANCE OF 18.11' TO A POINT 36)S16°15'18"W FOR A DISTANCE OF 9.56' TO A POINT 37)S62°30'13"W FOR A DISTANCE OF 5.53' TO A POINT 38)N75°56'31"W FOR A DISTANCE OF 22.21' TO A POINT 39)S75°41'13"W FOR A DISTANCE OF 7.28' TO A POINT 40)S19°29'56"W FOR A DISTANCE OF 4.70' TO A POINT 41)S17°36'18"E FOR A DISTANCE OF 16.90' TO A POINT 42)S69°22'25"E FOR A DISTANCE OF 19.46' TO A POINT 43)S42°48'05"E FOR A DISTANCE OF 10.99' TO A POINT 44)S15°34'37"W FOR A DISTANCE OF 11.62' TO A POINT 45)S49°11'09"W FOR A DISTANCE OF 30.13' TO A POINT 46)S31°25'32"W FOR A DISTANCE OF 20.25' TO A POINT 47)S08°17'05"E FOR A DISTANCE OF 7.96' TO A POINT 48)S63°17'31"W FOR A DISTANCE OF 7.71' TO A POINT 49)N89°31'14"W FOR A DISTANCE OF 22.94' TO A POINT 50)N70°15'47"W FOR A DISTANCE OF 16.69' TO A POINT 51)S81°45'59"W FOR A DISTANCE OF 27.18' TO A POINT 52)S84°01'00"W FOR A DISTANCE OF 29.73' TO A POINT 53)S47°10'37"W FOR A DISTANCE OF 15.49' TO A POINT 54)S75°14'08"W FOR A DISTANCE OF 11.56' TO A POINT 55)N84°46'10"W FOR A DISTANCE OF 9.93' TO A POINT 56)S43°47'28"W FOR A DISTANCE OF 14.81' TO A POINT 57)S64°02'00"W FOR A DISTANCE OF 20.34' TO A POINT 58)S12°55'39"W FOR A DISTANCE OF 10.69' TO A POINT 59)S41°30'06"W FOR A DISTANCE OF 10.39' TO A POINT 60)S78°26'56"W FOR A DISTANCE OF 20.88' TO A POINT 61)N53°37'05"W FOR A DISTANCE OF 6.61' TO A POINT, THENCE, LEAVING SAID CREEK, S10°38'55"E FOR A DISTANCE OF 10.94' TO A ¾" PINCH PIPE FOUND, THENCE S10°38'55"E FOR A DISTANCE OF 473.15' TO A PINCH PIPE FOUND, THENCE S66°15'11"W FOR A DISTANCE OF 525.49' TO A ¾" PINCH PIPE FOUND, THENCE S69°43'40"W FOR A DISTANCE OF 55.41' TO A #5 REBAR FOUND, THENCE S07°37'04"W FOR A DISTANCE OF 823.34' TO A FENCE POST FOUND, THENCE S4°40'06"W FOR A DISTANCE OF 570.64' TO A #5 REBAR SET ON THE NORTHERN R/W OF LANCASTER HIGHWAY (VARIABLE WIDTH PUBLIC R/W) THENCE, WITH SAID R/W, THE FOLLOWING 3 CALLS 1) N55°31'06"W FOR A DISTANCE OF 1,662.00' TO A #5 REBAR SET 2)N55°33'49"W FOR A DISTANCE OF 450.98' TO A #5 REBAR FOUND 3)N54°20'22"W FOR A DISTANCE OF 1,326.08' TO A #5 REBAR FOUND, THENCE, LEAVING SAID R/W, N35°38'09"E FOR

9. Details of association or organization involved in ownership and maintenance, including procedures and methods of operation:

For the single family area, a Homeowners Association (HOA) will be formed and HOA Covenants, Conditions & Restrictions (CCRs) will be recorded forming the basis of operation of common areas, enforcement of uses and lot improvements, voting rights/participation, meeting requirements, establishment of HOA Board and other pertinent information necessary for successful operation and maintenance of a residential community.

10. Outline for development phasing with anticipated time frames:

The Magnolia Trace Planned Development will be developed at different intervals (single family development will be completed in three (3) master phases and commercial will be considered its own master phase of development) and each master phase will likely be sub-phased. Specific sub-phasing will be provided for in the construction documents and in general, below is the anticipated timing for development of Single Family Master Phase 1:

Single Family Master Phase 1

- a. Design & Permitting: 6-9 Months (8/2022 – 3/2023)
- b. Estimated Construction Start: April 2023
- c. Estimated Buildout Year: 2025-2026
- d. Estimated Sub-Phases: 3-4

Total Buildout all Single Family Master Phases: 2030-2032

Commercial area is projected to start toward the end of the single family buildout or after.

Schedules are estimations and subject to adjustment due to changes in market conditions and other factors beyond the control of the developer.

11. Design standards, procedures and methods demonstrating that development will result in an integrated use district, functional and compatible with the area:

The design standards and procedures for developing Magnolia Trace Planned Development will meet the conditions of the approved rezoning plan as well as meeting the applicable local, state and federal regulations and standards.

Given its location and proximity to Interstate 77 and direct access to Lancaster Highway, traffic impact will be minimal with a surrounding highway network readily capable of supporting development growth. Magnolia Trace PD will be an asset to Chester County in support of continued industrial development occurring within the area.

Magnolia Trace will provide direct support to the previously mentioned industrial development occurring within the area, providing residential housing support to these industries as well as surrounding areas.

The uses proposed are very compatible with the surrounding area given its direct access to major highways, ease of access to public schools and economic interests along the Lancaster Highway Corridor.

12. Proposed restrictive covenants to be recorded to assure future compliance with the standards in the plan:

A copy of the proposed Homeowners Association (HOA) Covenants, Conditions & Restrictions (CCRs) are attached for review by the Chester County Planning Commission and County Council.

The CCRs will be recorded prior to recording of any subdivision plat or sale of first home, whichever is desired by Chester County.

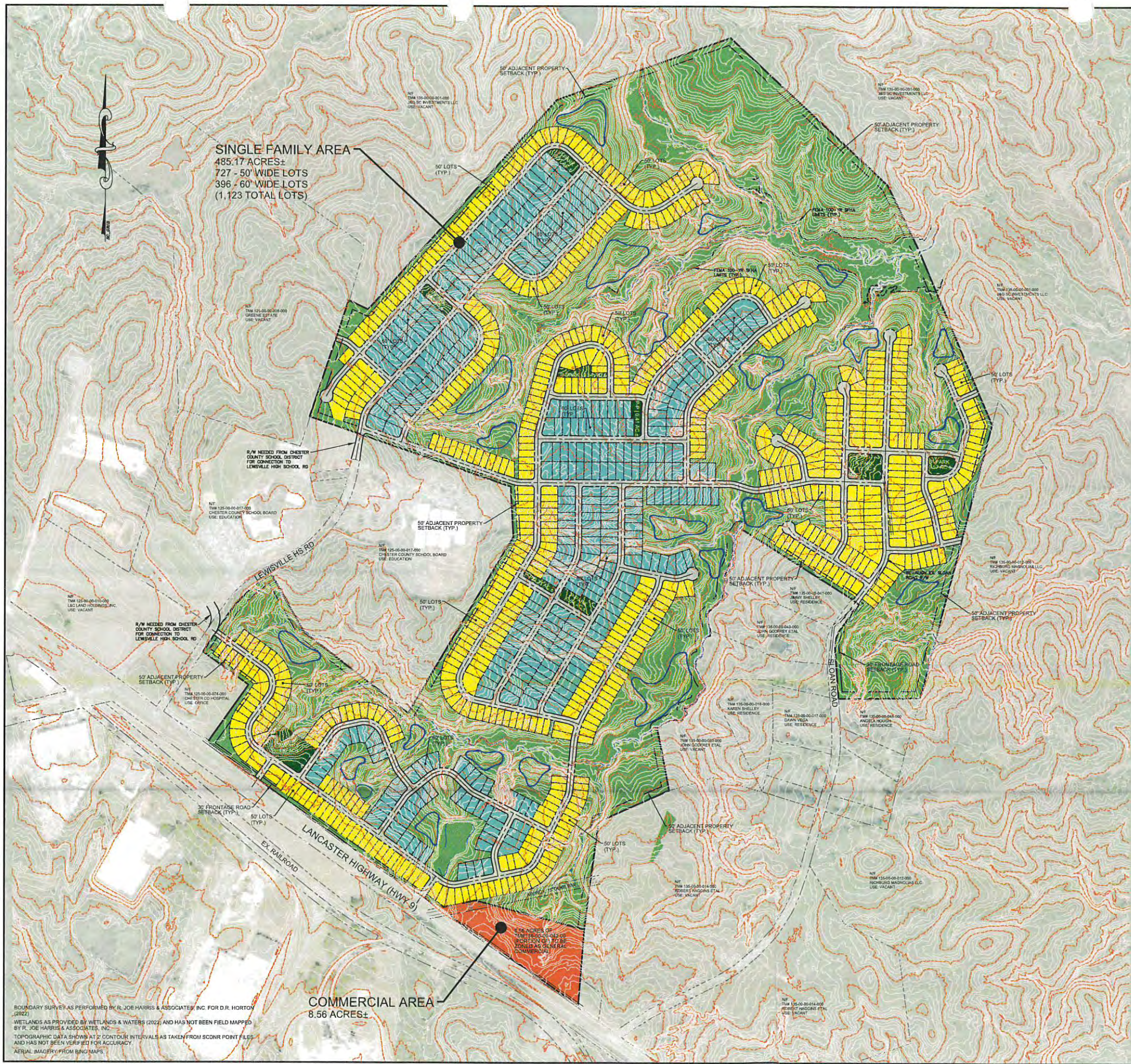
13. Such other information as may be appropriate for Planning Commission review:

Please refer to the technical notes provided on the Magnolia Trace Planned Development Rezoning Plan.

A draft of the Traffic Impact Analysis/Study (TIA/TIS) will be provided to the Planning Commission for the single family development area (will be submitted separately once completed and prior to Planning Commission meeting).

Copy of Survey Exhibit indicating the boundary limits of the rezoning and included parcels. Please note that only a portion of TM#136-00-00-042-000 equal to 9.45 acres will be subdivided and included in the Magnolia Trace Planned Development (remaining acreage will be excluded and not part of the rezoning).

< END >



GENERAL INFORMATION:

PROJECT: MAGNOLIA TRACE PLANNED DEVELOPMENT (PD)

DEVELOPER: D.R. HORTON, INC.
8025 ARROWRIDGE BOULEVARD
CHARLOTTE, NORTH CAROLINA 28273
P | 704.377.2006

OWNERS: (1) RICHBURG MAGNOLIAS, LLC
(2) LEWISVILLE T-1, LLC

PARCELS: (1) 135-00-00-019-000, 135-00-00-020-000
(BY OWNER) 135-00-00-032-000
(2) 136-00-00-042-000 (Portion)

ACREAGE: 485.17 ACRES± (RESIDENTIAL)
8.56 ACRES± (COMMERCIAL)
493.73 ACRES± (TOTAL)

EXISTING ZONING: ID-1 & ID-2

PROP. ZONING: PLANNED DEVELOPMENT (PD)

DEVELOPMENT INFORMATION:

PROPOSED USE: SINGLE FAMILY DETACHED & COMMERCIAL

MAX. DENSITY: SINGLE FAMILY LOTS - 1,124 (2.31 UNITS/AC)¹
(ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)¹
MAX. ALLOWED - 1,124 DWELLING UNITS¹

COMMERCIAL: PER REZONING NOTES

SINGLE FAMILY LOTS:

- MIN. LOT WIDTH: 50 FT. @ FRONT S.B.¹
- MIN. LOT DEPTH: 120 FT.
- MIN. LOT SIZE: 6,000 SQ. FT.
- SETBACKS/YARDS: FRONT S.B. - 25 FT.¹
CORNER YD. - 25 FT.¹
SIDE YARD - 10 FT.¹
REAR YARD - 20 FT.¹

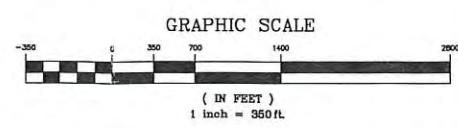
COMMERCIAL PARCELS:

- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.
SIDE YARD - 20 FT. (RESIDENTIAL)
- 10 FT. (ALL OTHERS)
REAR YARD - 20 FT.

OPEN SPACE: RESIDENTIAL - 20% OF GROSS ACREAGE (MIN.)
- 232.66 ACRES (COMMON AREAS)¹
- 4.63 ACRES (POCKET PARKS)¹
- 1.87 ACRES (CENTRAL AMENITY)¹
PROPOSED OPEN SPACE = 239.16 ACRES (49.3%)¹
COMMERCIAL - N/A

PHASING TO BE SHOWN AT SKETCH PLAN AND/OR PRELIMINARY PLANS

(SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



DATE	ISSUED FOR	REV
5/29/22	Submit to Chester County	0
6/10/22	Revise Per New Ordinances for PDs	1




Engineer:



R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1144 Sennettsville Road, Five Mile, S.C. 29540 Phone | 803.482.4799

www.rjoharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal	Engineer's Seal
----------------	-----------------

**FOR REZONING ONLY
NOT FOR CONSTRUCTION**

Project Manager	Drawn
-	B. Pridmore
Department Manager	Checked
-	-

Print Plot Date: **June 10, 2022**

Client:

D.R. HORTON, INC.
8025 ARROWRIDGE BOULEVARD
CHARLOTTE, NORTH CAROLINA 28273
P: 704-377-2006

Project:

**MAGNOLIA TRACE
PLANNED DEVELOPMENT**

Drawing Title:

**PD REZONING
MASTER PLAN**

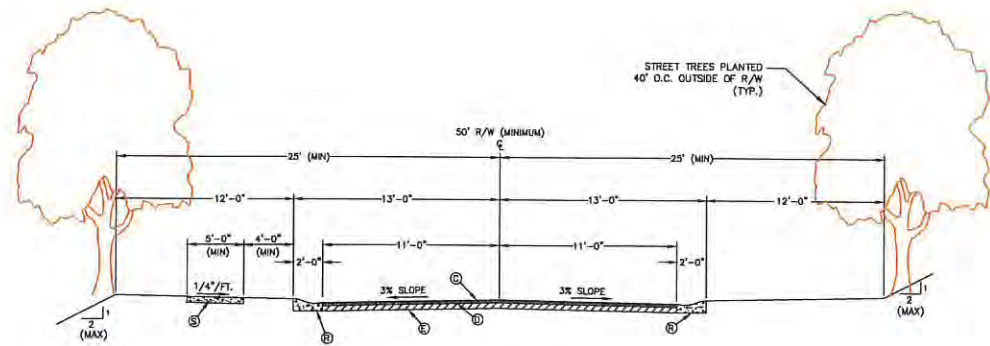
Project No.	Drawing No.
5084-Magnolia Richburg	
DWG File Name:	
Magnolia Richburg PD Rezone	RZ-1

BOUNDARY SURVEY AS PERFORMED BY R. JOE HARRIS & ASSOCIATES, INC. FOR D.R. HORTON (2022)

WETLANDS AS PROVIDED BY WETLANDS & WATERS (2022) AND HAS NOT BEEN FIELD MAPPED BY R. JOE HARRIS & ASSOCIATES, INC.

TOPOGRAPHIC DATA SHOWN AT 2' CONTOUR INTERVALS AS TAKEN FROM SCORIN POINT FILES AND HAS NOT BEEN VERIFIED FOR ACCURACY

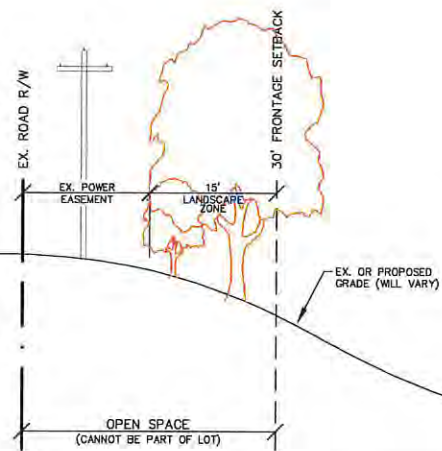
AERIAL IMAGERY FROM BING MAPS



LOCAL RESIDENTIAL STREET

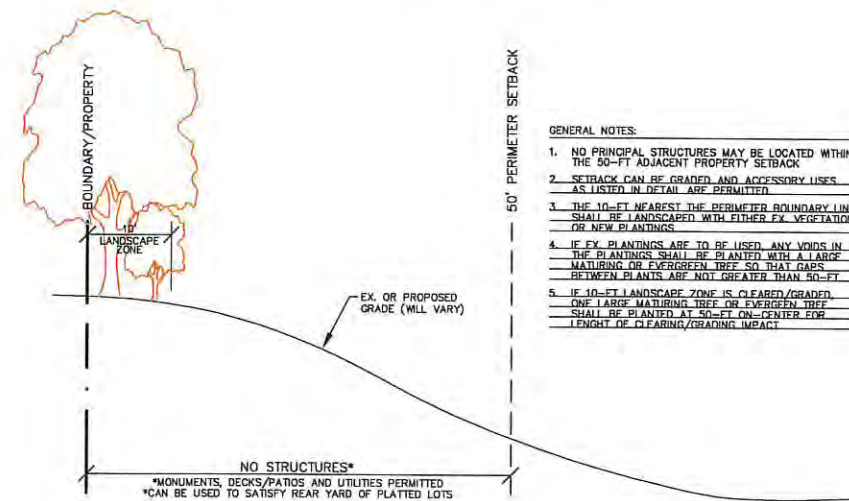
PAVEMENT SCHEDULE

- ① 1" HMA SURFACE COURSE - TYPE "C"
- ② 2" HMA BINDER COURSE - TYPE "C"
- ③ 8" GRADED AGGREGATE BASE COURSE
- ④ 2'-0" VALLEY GUTTER
- ⑤ 5' CONCRETE SIDEWALK



30' EX. ROAD FRONTAGE SETBACK
TYPICAL SECTION - NTS

- GENERAL NOTES:**
- 30' EX. ROAD FRONTAGE SETBACK MUST BE IN COMMON OPEN SPACE AND NOT PART OF PLATTED LOT FOR SALE (CAN BE PART OF COMMERCIAL OUT PARCEL)
 - A 15-FT LANDSCAPE ZONE SHALL BE SET WITHIN BACK HALF OF FRONTAGE SETBACK
 - LANDSCAPING SHALL BE AS SPECIFIED ON THIS SHEET (RZ-2) UNDER "LANDSCAPING & TREE SAVE" ITEMS #1 AND #4
 - MONUMENTATION, FENCING, UTILITIES, AND GRADING (SUBJECT TO RE-LANDSCAPING IMPACTED AREAS) ARE PERMITTED WITHIN THE SETBACK



50' ADJACENT PROPERTY SETBACK
TYPICAL SECTION - NTS

- GENERAL NOTES:**
- NO PRINCIPAL STRUCTURES MAY BE LOCATED WITHIN THE 50-FT ADJACENT PROPERTY SETBACK
 - SETBACK CAN BE GRADED AND ACCESSORY USES AS LISTED IN DETAIL ARE PERMITTED
 - THE 10-FT NEAREST THE PERIMETER BOUNDARY LINE SHALL BE LANDSCAPED WITH EITHER EX. VEGETATION OR NEW PLANTINGS
 - IF EX. PLANTINGS ARE TO BE USED, ANY Voids IN THE PLANTINGS SHALL BE PLANTED WITH A LARGE MATURING OR EVERGREEN TREE SO THAT GAPS BETWEEN PLANTS ARE NOT GREATER THAN 50-FT
 - IF 10-FT LANDSCAPE ZONE IS CLEARED/GRADED, ONE LARGE MATURING TREE OR EVERGREEN TREE SHALL BE PLANTED AT 50-FT ON-CENTER FOR LENGTH OF CLEARING/GRADED IMPACT

ZONING INFORMATION | GENERAL PROVISIONS:

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

MAX. PERMITTED DENSITIES | PERMITTED USES:

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

OPEN SPACES:

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

STREETS & TRAFFIC:

- DEVELOPMENT SHALL INCLUDE AND BE RESPONSIBLE FOR ANY TRAFFIC IMPROVEMENTS OUTLINED IN THE TRAFFIC STUDY PROVIDED AS PART OF THIS REZONING OR SUBSEQUENT PRELIMINARY PLAT, AS APPLICABLE AND AS APPROVED BY CHESTER COUNTY AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT).
- TRAFFIC IMPROVEMENTS, IF REQUIRED BY THE TRAFFIC STUDY, MAY BE PHASED AS APPROVED BY CHESTER COUNTY AND SCDOT (MAY REQUIRE A PHASING STUDY AFTER COMPLETION OF INITIAL TRAFFIC STUDY AND SHALL BE PROVIDED BY DEVELOPER AT NO COST TO CHESTER COUNTY).
- APPROVAL OF THE TRAFFIC STUDY DOES NOT RELIEVE DEVELOPER OR ASSIGNS TO SUBMIT FOR DRIVEWAY PERMITS TO CHESTER COUNTY AND/OR SCDOT.
- ALL INTERIOR DEVELOPMENT ROADS SHALL PROVIDE THE FOLLOWING:
 - 50-FT PUBLIC RIGHT-OF-WAY
 - 22'-FT PAVED ROADWAY SURFACE (11-FT PAVED LANES)
 - 24-INCH VALLEY CURB ON EACH SIDE
 - MIN. 4-FT PLANTING STRIP BETWEEN BACK OF CURB AND NEAREST EDGE OF PUBLIC SIDEWALK (NOT REQUIRED AT MAILBOX KIOSK LOCATIONS WHERE PARALLEL PARKING IS PROVIDED)
 - 5-FT CONCRETE SIDEWALKS TO BE PROVIDED IN ACCORDANCE WITH CHESTER COUNTY LAND DEVELOPMENT REGULATIONS ARTICLE 6-6-10 (CAN TERMINATE AT BULB OF CUL-DE-SACS)
 - MIN. 150-FT CENTERLINE RADIUS
 - PARALLEL PARKING SHALL BE PERMITTED ADJACENT TO MAILBOX KIOSK LOCATIONS (MIN. 8-FT PAVED LANES)
- NO SIDEWALKS ARE PROPOSED NOR REQUIRED ALONG LANCASTER HIGHWAY (SCDOT HIGHWAY 9)

PARKING & OFF-STREET LOADING:

- SUBJECT TO SUBMITTING A LETTER OF REQUEST TO THE PLANNING DIRECTOR AND APPROVAL OF THE WRITTEN LETTER OF REQUEST, PARKING AND OFF-STREET LOADING SHALL BE PER CHAPTER 5 OF THE CHESTER COUNTY ZONING ORDINANCE EXCEPT AS FOLLOWS:
 - PARKING AISLES MAY BE REDUCED TO 22-FT OF TRAVEL SURFACE
 - OFF-STREET LOADING AREAS FOR COMMERCIAL AREAS MAY BE WAIVED BY THE PLANNING DIRECTOR IF PROPOSED USES ARE FOUND NOT TO NEED AN OFF-STREET LOADING SPACE
- FOR RESIDENTIAL LOTS, A MIN. OF 3 PARKING SPACES SHALL BE PROVIDED COMPLETELY OFF THE ROAD RIGHT-OF-WAY SUBJECT TO THE FOLLOWING:
 - GARAGES MAY ONLY COUNT AS 1-SPACE TO MEET THIS REQUIREMENT
 - 2-SPACES TO BE PROVIDED OUTSIDE OF THE GARAGE AND SHALL BE MIN. OF 8' IN WIDTH AND 19' IN DEPTH (DRIVEWAY SPACES) PER PARKING SPACE

SIGNAGE:

- SIGNAGE PER CHAPTER 5 OF THE CHESTER COUNTY ZONING ORDINANCE.

LANDSCAPING & TREE SAVE:

- EXISTING ROAD FRONTAGES SHALL BE PROVIDED WITH A 15-FT LANDSCAPED BUFFER AS MEASURED FROM EXISTING RIGHT-OF-WAY AND EXTENDING LANDWARD INTO THE PROPERTY AND PROVIDE PLANTINGS IN ACCORDANCE WITH BUFFER TYPE "A" FOUND IN SECTION 5-301 OF THE CHESTER COUNTY ZONING ORDINANCE (12-SHRUBS, 2-EVERGREEN TREES PER 100-FT OF STREET FRONTAGE) - APPLIES TO FRONTAGE ALONG LANCASTER HIGHWAY (SLOAN ROAD WILL NOT BE BUFFERED AND TREATED AS AN INTERNAL ROAD)
- NO BUFFERS ARE REQUIRED BETWEEN DEVELOPMENT AREAS INTERIOR TO THE PLANNED DEVELOPMENT DISTRICT
- TREE SAVE, WHILE ENCOURAGED, IS NOT REQUIRED FOR ANY PORTION OF THIS PLANNED DEVELOPMENT DISTRICT
- EXISTING TREES AND NATURAL GROWTH MAY BE USED TO SATISFY ANY REQUIRED BUFFERS
- PLANT SUBSTITUTIONS AS PERMITTED BY CHESTER COUNTY ZONING ORDINANCE
- FOR INTERIOR STREETS, STREET TREES SHALL BE PROVIDED GENERALLY AT 40-FT ON-CENTER AND MUST BE LOCATED OUTSIDE OF THE STREET RIGHT-OF-WAY
 - SHALL BE MIN. 2-INCH CALIPER AT TIME OF PLANTING AND SHALL BE LARGE DECIDUOUS TREE
 - SHALL BE PLANTED WITHIN 5-FT OF THE RIGHT-OF-WAY AND MIX OF TREE SPECIES IS ENCOURAGED
 - TREES MAY BE OMITTED WHEN IN CONFLICT WITH UTILITIES, DRIVEWAYS AND SIGHT DISTANCE TRIANGLES AT INTERSECTIONS

WATER AND SEWER:

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

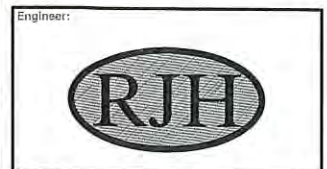
STORMWATER:

- STORM DRAINAGE SYSTEMS SHALL BE DESIGNED FOR THE 2 & 10-YEAR STORMWATER RAINFALL EVENTS
- OPEN CULVERTS SHALL BE DESIGNED FOR THE 25-YEAR STORMWATER RAINFALL EVENT
- STORMWATER DETENTION WAIVERS, AS REVIEWED AND APPROVED BY SCDHEC, WILL BE PERMITTED SO LONG AS STORMWATER DISCHARGES ARE RELEASED TO DEFINED DRAINAGE WAYS AND REGULATED FLOODPLAINS/FLOODWAYS (SPECIAL FLOOD HAZARD AREAS - SFHA)

START OF CONSTRUCTION:

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

DATE	ISSUED FOR	REV
5/22/22	Submitted to Chester County	1
5/23/22	Revised per New Guidelines for Files	2



R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1946 Executive Boulevard, Suite 300, York, PA 17403-1000 Phone: 717.493.9300 Fax: 717.493.9302

www.rjoharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal	Engineer's Seal
FOR REZONING ONLY NOT FOR CONSTRUCTION	

Project Manager	Drawn
-	B. Pridemore
Department Manager	Checked
-	-

Print/Plot Date
June 10, 2022

Client
D.R. HORTON, INC.
8025 ARROWRIDGE BOULEVARD
CHARLOTTE, NORTH CAROLINA 28273
P: 704-377-2006

Project:
**MAGNOLIA TRACE
PLANNED DEVELOPMENT**

Drawing Title:
**PD REZONING
TECHNICAL DATA SHEET**

Project No. 5064-Magnolia Ridge	Drawing No. DWG File Name Magnolia Ridge PD Rezoning
------------------------------------	--

RZ-2



AGENDA ITEM – REQUEST SHEET – CHESTER COUNTY COUNCIL

All requests must be submitted by 12:00 P.M. on the Wednesday prior to the Monday meeting of County Council. All other requests not submitted by the deadline will be retained and scheduled for the next regularly scheduled meeting of Council

DATE OF REQUEST: 10/31/22 Council Meeting Date: 11-7-22

DEPARTMENT/AGENCY: Animal Control

NAME OF PERSON REQUESTING: Kelli Simoneau

PHONE NUMBER: (803) 374-3215 EMAIL: KSimoneau@chestercountysc.gov

SIGNATURE: [Handwritten Signature]

SUBJECT MATTER REQUESTED (please be as specific as possible):
Match grant for spay+neuter for \$1000.-

TIME REQUESTED TO SPEAK (supervisor has the discretion on time limits)

SOURCE OF FUNDING: County Match

(PLEASE – attach any supporting documentation for Council consideration as necessary)

FOR OFFICE USE ONLY

RECOMMENDED BY: _____

APPROVED/DENIED: _____

The Hoof
& Paw
Benevolent Society



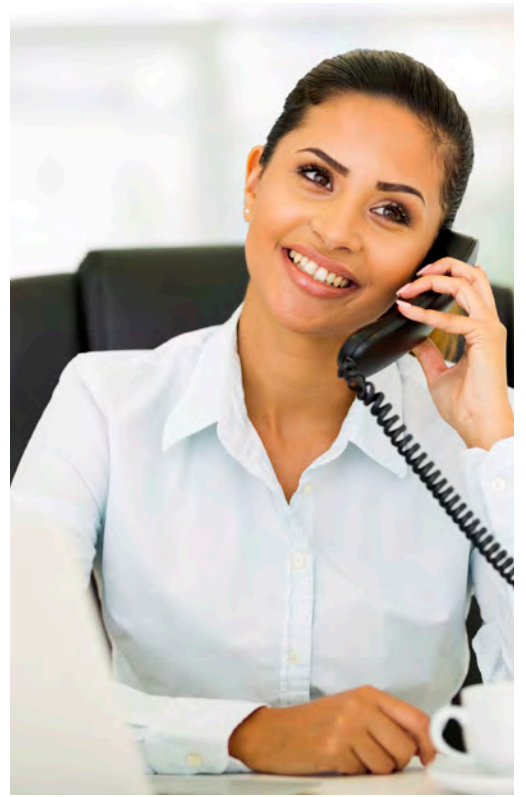
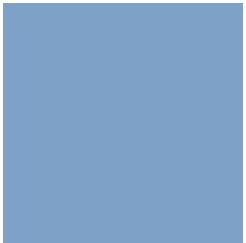
To Whom it may Concern:

Hoof and Paw is happy to be supporting a shelter that is doing so much good for their animals. We are respectfully requesting that these funds be used as a matching fund donation to help raise more money for your use.

Sincerely,
Ming Weiman
Treasurer
Hoof & Paw

P.O. Box 168 ~ Blythewood, SC 29016

Email: www.hoofandpaw.fc.sc@gmail.com Website: www.hoofandpawsc.org
Like us on Facebook: [hoofandpaw\(space\)sc](https://www.facebook.com/hoofandpaw(space)sc)



Provided by:

Proposal for:

TRUVISTA®



SERVICE TERMS AND CONDITIONS

SERVICE PERIOD. The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term. Video Services are subject to minimal rate increases during the term of the contract.

TERMINATION. Either party may terminate the contract with (30) days written notice to the other party. The penalty for termination of the agreement by the customer shall be equal to twenty percent of the total monthly service fees times the number of months remaining on the initial service period.

INSTALLATION: Installation to occur during normal business hours. Special arrangements may be made for installation outside of normal business hours for a fee. Standard installation to include existing wiring only. New or additional wiring may incur additional installation cost. Customer will be made aware of cost in writing prior to installation. Installation may take up to 90 business days in the event that special construction is required.

PRICING: Pricing is determined on a case by case basis, pending site survey and analysis of customer’s needs. Installation, special construction, wiring and monthly service charges, less applicable taxes, will be provided in writing prior to installation. Written pricing is good for 30 days. Verbal changes may be necessary in the event of an unexpected occurrence during installation. This will be communicated to an authorized party on site by either a TruVista technician or your Business Solutions Specialist. Video Services are subject to minimal rate increases during the term of the contract. These changes will be announced on your monthly statement prior to implementation.

SERVICE ISSUES: Service cannot be guaranteed. Troubles should always be reported to repair service first. Repairs will be done as timely as possible once reported. TruVista will, at no cost to you, repair any trouble that is deemed a TruVista issue. If it is an issue with customer owned equipment, wiring not covered under maintenance, or any other non-TruVista issue, and a Technician is dispatched, you will be charged a truck roll fee for service. Routine maintenance is required on main lines periodically to maintain levels of service. Maintenance may cause a brief outage of service. TruVista will do our best to do this at a time that will not interfere with business operations. You will be notified before these scheduled maintenance are performed.

Table with 2 columns and 6 rows: Business Name, Physical Address, Site Contact, Site Phone #, Fed. Tax ID, Authorized Signature; Contract Term, Billing Address, Billing Contact, Billing Phone #, Email, Date.



TruVista is a trusted advisor and single point of contact for enterprise-class data, voice, network and cloud solutions with superior performance, enhanced security and exceptional reliability. Headquartered in Chester, SC, TruVista has been helping communities grow and prosper since 1897.

CUSTOMIZED

TruVista provides customized data, voice, network and cloud services, including managed services, networking, VoIP and more—with a redundant, robust fiber network. Our expert team will assess your needs and design an optimized business solution that's right for you today and can grow with you tomorrow.

DEPENDABLE

With over 600,000 fiber miles of infrastructure, we deliver the peace of mind that comes from having your communications needs met by a financially solid provider. TruVista will work to build a reliable network solution that will be the foundation for your communications. We will work with you to keep your team connected, in and out of the office.

SECURE

We are committed to utilizing the latest technology in maintaining the highest quality products and services; and to protecting the security of all data that traverses our network. TruVista's team of certified engineers is available to perform 24 x 7 monitoring through our state-of-the-art Network Operations Center.

DEDICATED

Our dedicated account representatives and local technicians are committed to providing a superior personalized customer experience.

TRUVISTA[®]

CLOUD BASED SERVICES & DATA TRANSPORT

Advanced Internet and Ethernet solutions, such as business class High Speed Internet and Multi-Megabit Ethernet Transport Service (METS), are available throughout our service area. METS is provisioned over our private fiber network and enables you to connect to your branch offices, partners or customers.

Metro Ethernet opens your door to innovation with better performance, greater throughput and consistent quality for voice, video and data traffic. Revolutionizing the world of access, Ethernet connects your customers, partners and offices— with a high-speed, secure gateway to the Internet and your VPN.

- Bandwidth from 1 Mbps to 10 Gbps
- Specialized Hi-Cap Circuits
- 24-hour Technical Support
- Core MPLS Network
- Hosted Firewall
- Private Routed Network
- Switch Routed Network
- Hosted Campus WiFi/ Cloud Management
- Data Transport Services
- LTE Secure Access
- Content and Virus Filtering
- Domains
- Email



HOSTED VOIP

Our Hosted VoIP Solution combines the technology of the Internet, the functionality of a PBX and the convenience of traditional hosted solutions, without all of the costs associated with premises-based equipment. This technology seamlessly merges your voice calls and data traffic onto a single managed connection.

- Polycom Desktop Devices
- Over 500 Advanced Calling Features
- Mobility
- Meet-Me-Conference
- Call Center
- PRI and T-1
- Multi-Line Business Systems
- Customizable Business Plans
- Cost Saving Packages
- Toll-Free Service
- Call Recording
- Account Codes
- International Plans
- Traditional Voice Services
- Long Distance Services



BUSINESS RESILIENCE

We offer you a suite of business resilience features.

- Disaster Recovery
- Data Storage
- Managed Hosting
- Co-Location





STRUCTURED CABLING

Our experienced staff manages the planning, implementation and support of all network projects, including voice and data cabling services to fit your specific business needs.

- Data and Voice Cabling (including fiber optic cable)
- Multiple BICSI Certified RCDDs
- Certified Technicians



SECURITY

As an authorized Honeywell dealer, with 24 x 7 local monitoring, we provide peace-of-mind for your business.

- Total Connect
- Burglar/Fire Systems
- Surveillance and Access Control
- Custom ID Badging



WIRELESS

As an authorized AT&T Retailer, we provide superior Wireless solutions to meet your ever-changing business needs.

- Corporate Rate Plans – Small to Large Businesses
- Discounted Employee Plans
- LTE Mobile Data Device Support
- Large Selection of Smartphones and Accessories
- Local Sales and Support



DIGITAL CABLE

With our video service, you have more channels, more choices and more entertainment. Our digital network offers high resolution images and rich sounds.

- Multi-Unit Dwellings
- Wide Variety of HD
- Concierge Offering
- DVR and HD DVR



TRUVISTA®



Quote

Prepared Date 27-Sep-2022
Quote# SQ-260

Quote Expires 02-Nov-2022
Billing Schedule 100% Upon Signature
Payment Terms Due on Receipt
Term Start Date 10-Nov-2022
Term End Date 09-Nov-2023

Service Provider
Bizness Apps, Inc
2028 E BEN WHITE BLVD
STE 240-2650
Austin TX 78741
United States

Customer:
Chester County Purchasing 1

Bill To
Chester County Purchasing 1
1476 JA Cochran byp
Chester, SC 29706
United States

End User:
Chester County Purchasing 1

Ship To:
Chester County Purchasing 1
1476 JA Cochran byp
Chester SC 29706
United States

Item	Qty	Item Description:
BIZ_individualapp_99	1	1 year BiznessApps individual App plan on Standard Support at \$1188 per year

Total Fees Due: USD 1,188.00

For Customer:

For Service Provider:

CUSTOMER SIGNATURE

SERVICE PROVIDER SIGNATURE

Does your company require a PO number indicated on the invoice?

- NO. PO IS NOT REQUIRED
- YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW"):

Is the bill to address above correct or not?

- YES
- NO, indicate the complete address



Quote

Prepared Date
Quote#

27-Sep-2022
SQ-260

Is the ship to address above correct or not?

- YES
- NO, Indicate the complete address:

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:



Quote

Prepared Date
Quote#

27-Sep-2022
SQ-260

Special Terms

This Quote is governed by the terms of the Software as a Service Terms and Conditions attached hereto (the "SaaS Terms") (together with the Quote, the "Master Agreement"). Notwithstanding anything contained in the SaaS Terms, the parties agree as follows:

- A. Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled or reduced prior to expiration of the Term. In addition to all other rights of Service Provider, Service Provider shall have the right to immediately suspend Customer's access to any products or services for which Customer has failed to timely pay under this Master Agreement. The suspension will remain in effect until past due amounts have been paid.
- B. The provisions of this Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend the Master Agreement.
- C. SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM WILL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
- D. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Master Agreement, and that any action taken by the Service Provider Affiliates in connection with the performance of Service Provider's obligations under this Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for its Service Provider Affiliates' compliance with the applicable terms and conditions of this Master Agreement.
- E. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
- F. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory. In the event of any conflict between the terms of this Quote and the terms of the SaaS Terms, the terms of this Quote shall control.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THE **MASTER AGREEMENT**.

'Software as a Service' Terms and Conditions

These 'Software as a Service' Terms and Conditions, including all online terms whose links are cited herein and fully incorporated by reference, ("SaaS Terms") apply to the agreement entered into between the Customer (as identified on the Quote) and the Service Provider (as identified on the Quote) ("Master Agreement") and set forth the terms and conditions under which Service Provider will provide the Customer with access to certain applications as set forth on the Quote ("Application(s)") and user documentation that Service Provider makes generally available in hard copy or electronic form to its general customer base in conjunction with the subscription of such Applications ("Documentation"). The Applications and the Documentation will hereinafter collectively be referred to as the "Software."

1. SUBSCRIPTION GRANT AND RIGHT OF USE

1.1. Subscription Grant. Subject to all limitations and restrictions contained herein and the Quote, Service Provider grants Customer a subscription, software as a service ("SaaS"), nonexclusive, and nontransferable right to access and operate the object code form of Applications (and use its Documentation) as hosted by Service Provider as described in the Quote ("Use") and solely to perform those functions described in the Documentation. For clarity, an "Application" means Service Provider's proprietary software that is specifically subscribed to Customer pursuant to a Quote.

1.2. Use. Customer will have a limited right to Use the Application solely for its internal business purposes, to perform the functions described in the Documentation. Customer shall not allow any website that is not fully owned by Customer to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Application. Customer shall not allow any website, that is not fully owned by Customer, to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Software. Unless otherwise expressly permitted in the Quote and subject to Section 1.5, Customer shall not permit any subsidiaries, affiliated companies, or third parties to access the Software.

1.3. Subscription Type. The license model for the Software is set forth in the Quote and described in the SaaS Addendum located at <http://saaslicensingaddendum.trilogy.com>. Unless otherwise specifically stated in the Quote, the type of license granted is a Named User Subscription. A "Named User Subscription" means that the Application subscribed to pursuant to the Quote may be Used by a limited number of individual users, each identified by a unique user id (the "Named User"), the maximum number of which is specified in the Quote. Customer may designate different Named Users at any time without notice to Service Provider so long as the permitted number of Named Users is not exceeded. If the Quote identifies the scope of the subscription to be a "Site Subscription," a "Site Subscription" means that the Application subscribed to pursuant to the Quote may be Used by an unlimited number of individual users solely for the internal Use and benefit of Customer, subject to the terms of these SaaS Terms. A "Device Subscription" means that the Application subscribed to pursuant to the Quote may be Used on the number of devices indicated in the Quote. A "Server Subscription" means that the Application subscribed to pursuant to the Quote may be Used on no more than the number of servers indicated in the Quote. The scope of any subscription

other than a Named User Subscription, Site Subscription, Device Subscription, or Server Subscription must be expressly designated and defined in detail in a Quote. In

no event will any of the subscriptions denoted above be construed to mean a concurrent user subscription.

1.4. Additional Restrictions. In no event will Customer disassemble, decompile, or reverse engineer the Application or Confidential Information (as defined herein) or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (i) converting the Application from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Application by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Application's operation and creating the original source code or any approximation thereof by, for example, studying the Application's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Application that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of these SaaS Terms. Customer may use Service Provider's Confidential Information solely in connection with the Application and pursuant to the terms of these SaaS Terms.

1.5. Authorized Users. Unless otherwise specifically provided in the Quote, "Authorized Users" will only consist of: (i) employees of Customer, and (ii) subject to Section 5 (Confidentiality), third party contractors of Customer who do not compete with Service Provider ("Permitted Contractors"). Permitted Contractors may Use the Software only at Customer's place of business or in the presence of Customer personnel. Customer is fully liable for the acts and omissions of Permitted Contractors under these SaaS Terms and applicable Quote. Customer shall not permit any parent, subsidiaries, affiliated entities, or third parties to access the Software.

1.6. Customer License Grant. Customer grants to Service Provider a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute Customer data as is reasonable or necessary for Service Provider to perform or provide the Application.

2. PAYMENT

2.1. Fees. Customer shall pay Service Provider the fees indicated on the Quote. Unless otherwise provided in a Quote, all fees are to be paid to Service Provider within thirty (30) days of the date of invoice. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. If Customer has set up a direct debit, Service Provider will not debit Customer's designated account before seven (7) days have elapsed from the date of the invoice. If Customer is delinquent on a payment of fees for fifteen (15) days or more, Service Provider may suspend access to the Application. Complaints concerning invoices must be made in writing within thirty (30) days from the date of the invoice. Invoices will be sent by electronic delivery unless requested otherwise by Customer, additional fees will apply.

Taxes. The subscription, service fees, and other amounts required to be paid hereunder do not include any

1.1. amount for taxes or levy (including interest and penalties). Customer shall reimburse Service Provider and hold Service Provider harmless for all sales, use, VAT, excise, property or other taxes or levies which Service Provider is required to collect or remit to applicable tax authorities. This provision does not apply to Service Provider's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Service Provider with a valid tax exemption certificate. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the SaaS Terms. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.

2. HOSTING

2.1. **Service Availability.** Service Provider will use reasonable efforts to achieve Service Provider's availability goals described in the 'Service Level Addendum for SaaS' located at <http://saasserviceleveladdendum.trilogy.com>

2.2. **Support Services.** Upon payment of the relevant fees on the applicable Quote, Customer may receive certain support services for the Application pursuant to the 'Support Addendum for SaaS' located at <http://saassupportaddendum.trilogy.com>.

4. OWNERSHIP

4.1. **Reservation of Rights.** By signing the Quote, Customer irrevocably acknowledges that, subject to the rights granted herein, Customer has no ownership interest in the Software or Service Provider materials provided to Customer. Service Provider will own all right, title, and interest in such Software and Service Provider materials, subject to any limitations associated with intellectual property rights of third parties. Service Provider reserves all rights not specifically granted herein.

4.2. **Marks and Publicity.** Service Provider and Customer trademarks, trade names, service marks, and logos, whether or not registered ("**Marks**"), are the sole and exclusive property of the respective owning party, which owns all right, title and interest therein. Service Provider may: (i) use the Customer's name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote the Customer's statements in one or more press releases; and/or (iii) make such other use of the Customer's name and/or logo as may be agreed between the parties. Additionally, Service Provider may include Customer's name and/or logo within its list of customers for general promotional purposes. Service Provider shall comply with Customer's trademark use guidelines as such are communicated to the Service Provider in writing and Service Provider shall use the Customer's Marks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any Marks except as provided in this Section.

5. CONFIDENTIALITY

5.1. **Definition.** "Confidential Information" includes all information marked pursuant to this Section and disclosed by either party, before or after the Quote Term Start Date (as identified on the Quote), and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. For clarity, the term 'Confidential Information' does not include any personally identifiable information.

5.2. **Confidentiality of Software.** All Confidential Information in tangible form will be marked as "Confidential" or the like or, if intangible (e.g., orally disclosed), will be designated as being confidential at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. Notwithstanding the foregoing, the following is deemed Service Provider Confidential Information with or without such marking or written confirmation: (i) the Software and other related materials furnished by Service Provider; (ii) the oral and visual information relating to the Application; and (iii) these SaaS Terms.

5.3. **Exceptions.** Without granting any right or license, the obligations of the parties hereunder will not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the other party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that the disclosing party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

5.4. **Ownership of Confidential Information.** Nothing in these SaaS Terms will be construed to convey any title or ownership rights to the Software or other Confidential Information to Customer or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the Service Provider's Confidential Information. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in these SaaS Terms. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information.

5.5. **Non-Disclosure.** Each party agrees at all times to use all reasonable efforts, but in any case no less than the efforts that each party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees or Subcontractors who: (i) require access in the course of their assigned duties and responsibilities; and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section.

Injunctive Relief. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information

5.5. would cause the other party imminent irreparable injury and that such party will be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

5.6. **Suggestions/Improvements to Software.** Notwithstanding this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software or other Service Provider materials provided to Customer will be owned by Service Provider, and Customer hereby agrees to assign any such rights to Service Provider. Nothing in these SaaS Terms will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of services hereunder.

6. WARRANTY

6.1. **No Malicious Code.** To the knowledge of Service Provider, the Application does not contain any malicious code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter the Application, or which could reveal, damage, destroy, or alter any data or other information accessed through or processed by the Application in any manner. This warranty will be considered part of and covered under the provisions of these SaaS Terms. Customer must: (i) notify Service Provider promptly in writing of any nonconformance under this warranty; (ii) provide Service Provider with reasonable opportunity to remedy any nonconformance under the provisions of these SaaS Terms; and (iii) provide reasonable assistance in identifying and remedying any nonconformance.

6.2. **Authorized Representative.** Customer and Service Provider warrant that each has the right to enter into these SaaS Terms and that these SaaS Terms and the Quotes executed hereunder will be executed by an authorized representative of each entity.

6.3. **Services Warranty.** Service Provider warrants that all services performed hereunder shall be performed in a workmanlike and professional manner.

6.4. **Disclaimer of Warranties.** ANY AND ALL OF SOFTWARE, SERVICES, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY SERVICE PROVIDER TO THE CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 6 OF THESE SAAS TERMS. SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NEITHER SERVICE PROVIDER (NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS) WARRANTS OR REPRESENTS THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

6.5. **Modifications.** Notwithstanding anything to the contrary in this Section, any and all warranties under

these SaaS Terms are VOID if Customer has made changes to the Software or has permitted any changes to be made other than by or with the express, written approval of Service Provider.

7. INDEMNIFICATION

7.1. **Service Provider Indemnity.** Service Provider will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Application, as hosted by Service Provider to Customer, infringes a United States patent, copyright, or trade secret of a third party. Service Provider will pay those costs and damages finally awarded against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by Service Provider. Customer may retain its own counsel at Customer's own expense.

7.2. **No Liability.** Service Provider will have no liability for any claim of infringement based on: (i) Software which has been modified by parties other than Service Provider where the infringement claim would not have occurred in the absence of such modification; (ii) Customer's use of the Software in conjunction with data or third party software where use with such data or third party software gave rise to the infringement claim; or (iii) Customer's use of the Software outside the permitted scope of these SaaS Terms.

7.3. **Remedies.** Should the Software become, or in Service Provider's opinion is likely to become, the subject of a claim of infringement, Service Provider may, at its option, (i) obtain the right for Customer to continue using the Software, (ii) replace or modify the Software so it is no longer infringing or reduces the likelihood that it will be determined to be infringing, or (iii) if neither of the foregoing options is commercially reasonable, terminate the access and Use of the Software. Upon such termination, Customer shall cease accessing the Software and Service Provider will refund to Customer, as Customer's sole remedy for such subscription termination, the subscription fees paid by Customer for the terminated license for the past twelve (12) months. THIS SECTION 7 STATES THE ENTIRE LIABILITY OF SERVICE PROVIDER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE APPLICATION.

7.4. **Customer Indemnity.** Customer agrees to defend, indemnify, and hold Service Provider and its officers, directors, employees, consultants, and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to Customer's: (i) breach of any of its obligations set forth in Section 10 (Customer Obligations); (ii) Customer's gross negligence or willful misconduct; (iii) actual or alleged use of the Application in violation of these SaaS Terms or applicable law by Customer or any Authorized Users; (iv) any actual or alleged infringement or misappropriation of third party intellectual property rights arising from data provided to Service Provider by the Customer or otherwise inputted into the Application, whether by the Customer, an Authorized User or otherwise including Customer Work Product (as defined below); and/or (v) any violation by Customer or its Authorized Users, of any terms, conditions, agreements or policies of any third party service provider. "Customer Work Product" means that data and those forms developed or acquired by Customer for internal business purposes independent from Service Provider or the Application.

7.5. **Indemnification Procedures.** Each indemnifying party's obligations as set forth in this Section are subject to the other party: (i) giving the indemnifying party prompt written notice of any such claim or the possibility thereof; (ii) giving the indemnifying party sole control over the defense and settlement of any such claim; and (iii) providing full cooperation in good faith in the defense of any such claim.

8. LIMITATION OF LIABILITY

8.1. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.

8.2. **Disclaimer of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

8.3 THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. TERM AND TERMINATION

9.1. **Subscription Term.** The term of these SaaS Terms will continue until the termination of the last Quote. Subject to the termination rights herein, the term shall automatically renew for the same term period as the term indicated within the then-current Quote at Service Provider's then-current rates, unless Customer notifies Service Provider in writing of Customer's intent not to renew at least sixty (60) days prior to the expiration of the then-current term.

9.2. **Termination by Service Provider.** These SaaS Terms and any rights created hereunder may be terminated by Service Provider: (i) if Customer fails to make any payments due hereunder within fifteen (15) days of the due date; (ii) on thirty (30) days written notice to Customer if Customer fails to perform any other material obligation required of it hereunder, and such failure is not cured within such thirty (30) day period; or (iii) Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

9.3. **Termination by Customer.** These SaaS Terms may be terminated by Customer on ninety (90) days written notice to Service Provider if Service Provider fails to perform any material obligation required of it hereunder, and such failure is not cured within ninety (90) days from Service Provider's receipt of Customer's notice or a longer period if Service Provider is working diligently towards a cure.

9.4. **Effect of Termination.** Upon termination of these SaaS Terms, Customer shall no longer access the Software and Customer shall not circumvent any security mechanisms contained therein.

9.5. **Other Remedies.** Termination of SaaS Terms will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under these SaaS Terms.

10. CUSTOMER OBLIGATIONS

10.1. Customer agrees that no employees of Service Provider will be required to individually sign any agreement in order to perform any services hereunder including, but not limited to, access agreements, security agreements, facilities agreements or individual confidentiality agreements

10.2. Customer agrees to comply with all applicable laws, regulations, and ordinances relating to these SaaS Terms. Customer shall ensure that each Web site for which the Application is engaged contains or is linked to a privacy policy that governs its data collection and use practices.

10.3. The Customer shall be obliged to inform its Authorized Users before the beginning of use of the Software about the rights and obligations set forth in these SaaS Terms. The Customer will be liable for any violation of obligations by its Authorized Users or by other third parties who violate obligations within the Customer's control.

10.4. The Customer shall be obliged to keep the login names and the passwords required for the use of the Application confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions, and to instruct its Authorized Users to observe copyright regulations. Personal access data must be changed at regular intervals.

10.5. Before entering its data and information, the Customer shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose. In addition, the Customer itself shall be responsible for the entry and the maintenance of its data.

10.6. Service Provider has the right (but not the obligation) to suspend access to the Application or remove any data or content transmitted via the Application without liability (i) if Service Provider reasonably believes that the Application is being used in violation of these SaaS Terms or applicable law, (ii) if requested by a law enforcement or government agency or otherwise to comply with applicable law, provided that Service Provider shall use commercially reasonable efforts to notify Customer prior to suspending the access to the Application as permitted under these SaaS Terms, or (iii) as otherwise specified in these SaaS Terms. Information on Service Provider's servers may be unavailable to Customer during a suspension of access to the Software. Service Provider will use commercially reasonable efforts to give Customer at least twelve (12) hours' notice of a suspension unless Service Provider determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Service Provider or its customers.

10.7.

10.7. During the term of these SaaS Terms and for a period of two (2) years following any termination or expiration of these SaaS Terms, Customer shall maintain written records related to the use of the Software by Customer, as reasonably necessary to verify compliance with the usage terms of these SaaS Terms. Such records will be kept in accordance with Customer's records retention policy and records retention schedule applicable thereto. Not more than once annually, and with notice of not less than 20 business days, Service Provider may (or may engage a third-party, which will be subject to a confidentiality obligation), to verify compliance ("**Verification**"). Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Service Provider's option, Service Provider may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted by Supplier to Customer in the SaaS Terms. If Verification or self-audit reveals excess use of the Software, Customer agrees to compensate Service Provider for such usage. All costs of the Verification will be borne by Service Provider, unless excess usage of 5% or more is found ("**Material Excess Usage**"). If Material Excess Usage is found during Verification, Customer shall reimburse Service Provider for the actual costs associated with performance of the Verification. Service Provider and any third-party involved in the Verification will use the information obtained in compliance review only to enforce Service Provider's rights and to determine Customer's compliance with the terms of the rights granted in these SaaS Terms.

By invoking the rights and procedures described in this Section, Service Provider does not waive its rights to enforce other terms of these SaaS Terms, including, but not limited to, any intellectual property rights by other means as permitted by law.

9. MISCELLANEOUS

9.1. Assignment. Customer may not assign these SaaS Terms or otherwise transfer any right created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Service Provider. Any purported assignment of these SaaS Terms, or any rights in violation of this Section will be deemed void. Service Provider may assign these SaaS Terms, sub-contract or otherwise transfer any right or obligation under these SaaS Terms to a third party without the Customer's prior written consent.

9.2. Foreign Nationals. Customer acknowledges that Service Provider employs foreign nationals, and that these foreign national employees will work, on Service Provider's behalf, to perform its obligations and services hereunder.

9.3. Affiliates and Third Parties. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under the Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under the Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service Provider Affiliates' compliance with the applicable terms and conditions of the Quote and the Master Agreement. Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, "Subcontractors") in the performance of its obligations hereunder and, for purposes of these SaaS Terms, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

9.4. Technical Data. Customer shall not provide to Service Provider any technical data as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all technical data and other sensitive information relevant to Customer's ITAR regulated project has been removed and the information provided is only relevant to bug reports on Service Provider products.

9.5. Compliance with Laws. Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under these SaaS Terms.

9.6. Export Laws. Customer agrees that all Service Provider offerings are subject to U.S. export control laws and regulations, including the Export Control Reform Act, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the regulations of the Office of Foreign Assets Control ("OFAC"), the Bureau of Industry and Security, and the Department

of State, and similar restrictions under U.S. law, executive order, regulation, or rule (collectively, the "Export Laws"). Customer agrees to comply with all applicable Export Laws in connection with Customer's use of the Service Provider offerings. Customer further agrees that, unless permitted by the Export Laws, it will not allow goods and services that Customer offers through its use of the Service Provider offerings to be used by or for the benefit of any person in any jurisdiction that is the subject of an export embargo or similar restrictions under the Export Laws of any other U.S. law, executive order, regulation, or rule. Currently such jurisdictions are Cuba, Iran, North Korea, the territory of Crimea the Donetsk and Luhansk oblasts of Ukraine, Russia, Belarus and Syria, which jurisdictions may change from time to time. Further, Service Provider may refuse to provide the Service Provider offerings and/or any other services to the Customer, to any jurisdiction, or to any other person where the Service Provider reasonably believes that the provision of the Service Provider offerings or other services to any jurisdiction or person is prohibited by U.S. or other applicable law, executive order, regulation or rule, including but not limited to the Export Laws. Such a refusal will not be considered a breach of this Agreement and, in the event that Customer or the jurisdiction in which it is incorporated, is domesticated or operates becomes subject to U.S. laws which prohibit the provision of goods, services, technology or other items to Customer or such jurisdiction, this Agreement will automatically terminate. Service Provider may ascertain the jurisdiction and/or identity of the person receiving the Service Provider offerings, by any means of its choosing, including but not limited to an Internet Protocol ("IP") address look-up technology that is designed to identify the location of the IP address and to block IP addresses located in certain territories.

9.7. Survival. The provisions set forth in Sections 2, 4, 5, 6.4, 8, 9.3, 9.4 and 11 of these SaaS Terms will survive termination or expiration of these SaaS Terms and any applicable license hereunder.

9.8. Notices. Any notice required under these SaaS Terms shall be given in writing and will be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on the Quote or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached.

9.9. Force Majeure. Service Provider will not be liable to Customer for any delay or failure of Service Provider to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Service Provider. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.

9.10. Restricted Rights. Use of the Software by or for the United States Government is conditioned upon the Government agreeing that the Software is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for assuring that this provision is included in all agreements with the United States Government and that the Software, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.

9.11. Privacy. Obligations with respect to personally identifiable information (if any) are set forth in the 'Privacy Addendum' located at <http://globalprivacyaddendum.trilogy.com>.

9.1. Entire Agreement. These SaaS Terms together with the documents referenced herein constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect to the subject matter contained herein. All terms respecting the subject matter of the SaaS Terms and contained in purchase orders, invoices, acknowledgments, shipping instructions, or other forms exchanged between the parties will be void and of no effect.

9.2. Modifications. The parties agree that these SaaS Terms cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.

9.3. Non-solicitation. During the term of these SaaS Terms and for a period of two (2) years thereafter, Customer agrees not to hire, solicit, nor attempt to solicit, the services of any employee or Subcontractor of Service Provider without the prior written consent of Service Provider. Customer further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee or Subcontractor of Service Provider for a period of one (1) year from such former employee's or Subcontractor's last date of service with Service Provider. Violation of this provision will entitle Service Provider to liquidated damages against Customer equal to two hundred percent (200%) of the solicited person's gross annual compensation.

9.4. Headings. Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.

9.5. No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

9.6. Severability and Reformation. Each provision of these SaaS Terms is a separately enforceable provision. If any provision of these SaaS Terms is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for these SaaS Terms to remain in effect in accordance with its terms as modified by such reformation.

9.7. Independent Contractor. Service Provider is an independent contractor and nothing in these SaaS Terms will be deemed to make Service Provider an agent, employee, partner, or joint venturer of Customer. Neither party will have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

9.8. Governing Law; Venue. The laws of the State of Texas, USA govern the interpretation of these SaaS Terms, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to these SaaS Terms. The parties agree that the federal and state courts located in Travis County, Texas, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to these SaaS Terms, Mediation will be held in Austin, Texas, USA.

9.9. Dispute Resolution.

Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail as possible about the alleged deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged

deficiency and the corrective

action to be taken by the respective parties.

Mediation. Any dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms and any subsequent amendments of these SaaS Terms, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims,

and any claims with respect to the validity of this mediation agreement (hereinafter the "Dispute"), shall be submitted to mediation in accordance with the then-current WIPO Mediation Rules. The language to be used in the mediation will be English.

Opportunity to Cure. Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation will be pursued by Customer for any breach of these SaaS Terms until and unless Service Provider has had an opportunity to cure any alleged breach. Customer agrees to provide Service Provider with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Service Provider to resolve the failure. Service Provider shall have sixty (60) days from Service Provider's receipt of Customer's notice to complete the cure.

Injunctive Relief. The parties agree that it will not be inconsistent with their duty to mediate to seek injunctive or other interim relief from a competent court. The parties, in addition to all other available remedies, shall each have the right to initiate an action in any court of competent jurisdiction in order to request injunctive or other interim relief with respect to a violation of intellectual property rights or confidentiality obligations. The choice of venue does not prevent a party from seeking injunctive or any interim relief in any appropriate jurisdiction.

11.21. Country-Specific Terms. The country-specific provisions described in the 'Country-Specific Terms Addendum' located at <http://countryspecifictermsaddendum.trilogy.com> replace or supplement the equivalent provisions above as noted therein where the Customer is located in one of the countries identified in the Country-Specific Terms Addendum and, in any case, where the law of the jurisdiction listed in the Country-Specific Terms Addendum gets applied.

Lewis Tax District Board of Directors
1998 Saluda Road
Chester, SC 29706.
October 10, 2022

Dear Lewis Tax District Board of Directors .

It is with regret that I tender my resignation from the Lewis Tax District Board of Directors, effective October 10, 2022.

I am grateful for having had the opportunity to serve on the board of this fine organization for the past years and I offer my best wishes for its continued success.

Sincerely,

A handwritten signature in black ink that reads "Sarah B. Collins". The signature is written in a cursive style with a large initial 'S' and a decorative flourish at the end.

Sarah BO Collins

Application for Chester County, South Carolina Boards and Commissions

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

Date: 10/21/2022

Board or Commission Appointment being sought: Lewis Fire District Commission

Name: William R Dowd Occupation: Underwriting Manager

Street Address: 1725 Woods Rd, Chester, SC 29706

Mailing Address: (if different from above) _____

Telephone (Home): _____ Cell: 704 726 7320

E-Mail: _____ Do you live in Chester County yes / no.

Date of Birth: 4/15/1966 Sex: M

If recommended by a Council Member, indicate name: [Signature]

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

Are you presently serving on a County Board or Commission? NO If "yes" when does your term expire? 1/1

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

(Signature) [Signature]

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

Please check the appropriate box below.

Boards

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

Commissions/Committee

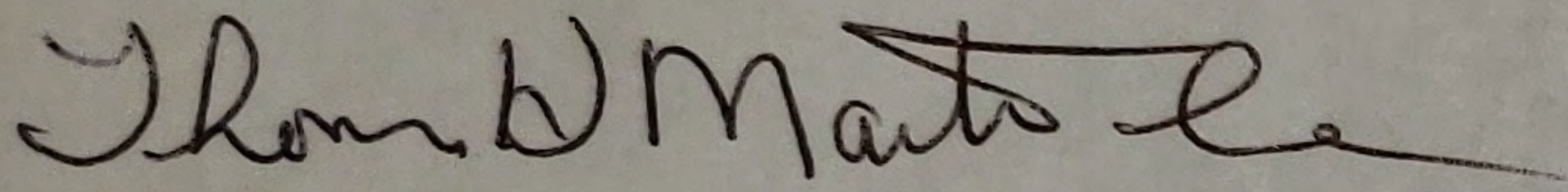
- Airport Commission
- Parks & Recreation Commission
- Planning Commission
- Rural Fire Commission
- Lando Rural Fire Commission
- Fort Lawn Fire Protection
- Richburg Fire District Commission
- Gateway Steering Committee
- Ad Hoc Burnt House Cemetery
- Chester Metropolitan Commission
- Olde English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

Thomas H. Martin Sr.
1591 Pinckney Road
Chester, S. C. 29706

November 3, 2022
Honorable Pete Wilson
Chester County Council

After great consideration I feel that I cannot continue as a board member of the Hazel Pittman Board. I appreciated the opportunity to serve. My resignation will be effective immediately. All of my books have been turned in to Hazel Pittman.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas H. Martin Sr.", with a long horizontal flourish extending to the right.

Thomas H. Martin Sr.