



CHESTER COUNTY COUNCIL MEETING SPECIAL CALLED

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

March 13th 2023 at 5:00 PM

Agenda

1. Call to Order

2. Citizens Comments

3. Old Business

a. 3rd Reading CCMA23-01 Advanced Chester, LLC request Tax Map #145-00-00-090-000 at 510 Junior's Place, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3).

b. 3rd Reading CCMA23-02 Richburg Magnolias, LLC request Tax Map #145-00-00-007-000 off Bryant Corner Rd and Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3).

c. 3rd Reading CCMA23-03 Richburg Magnolias, LLC request Map #135-00-00-012-000 at 4375 Lancaster Hwy, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3).

**d. 3rd Reading of CCTA23-01 ID-3 – Chester County Zoning Ordinance – Text Amendments
General Industrial District Chapter 4 § 4-121 ID-3 Permitted Uses**

New Text:

All uses permitted in ID-1 and ID-2
NAICS DESCRIPTION SEE ID-1 and ID-2
PARKING SPACES REQUIRED SEE ID-1 and ID-2

e. Council to approve a multi-year contract with ESRI for GIS software to be used in parcel data, 911 addressing and applications in the amount of \$157,416.00. David Schuelke.

4. Executive Session

a. To receive legal advice regarding ADA. Attorney Winters.

b. To receive legal advice regarding a personnel matter in HR. Attorney Winters.

- 5. Action taken after Executive Session.**
 - a. Action taken regarding the ADA.
 - b. Action taken regarding HR personnel matter.

- 6. Adjourn**

Chester County Planning Commission Minutes

February 28th, 2023

CCMA23-01 Advanced Chester, LLC request Tax Map #145-00-00-090-000 at 510 Junior's Place, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Andrew Rodgers 101 Research Drive, Columbia, SC stated the proposed development is for an industrial facility which will include administrative buildings, warehouses that would store non processed materials for the finished goods and rail car loading. The site is 700 acres, and a significant buffer has been planned around the perimeter of the site. At this time we are not allowed to say the company name, confidentiality is inherent to the process under the site selection process right now. He stated there was a good bit of economic development activity surrounding this project. This company is a domestic company looking to create community partnered development and they have a proven track record of safety and environmental stewardship.

Brad Hubbard, 4692 Bryant Corner Rd, Richburg addressed the Planning Commission regarding being opposed to rezoning CCMA23-01 thru CCMA23-03.

Julie Moore, 642 Chips Meadow Loop, Richburg addressed the Planning Commission regarding being opposed to rezoning CCMA23-01 thru CCMA23-03.

Barry Strickland, 4712 Bryant Corner Rd, Richburg addressed the Planning Commission regarding being opposed to rezoning CCMA23-01 thru CCMA23-03.

Scott Rice, 4627 Betty Dixon Road, Richburg addressed the Planning Commission regarding being opposed to rezoning CCMA23-01 thru CCMA23-03.

Kris Phillips, 691 Wannamaker Lane, Charlotte, addressed the Planning Commission regarding being in favor of rezoning CCMA23-01 thru CCMA23-03.

Commissioner Grant asked are you asking us to approve this without knowing what the facility will be. He also asked if there would be a buffer around the facility.

Mr. Rogers stated the company will follow any of their standard industrial processes to protect against such concerning items. The buffer shows 1000 feet. The final layout is still in the works. So that is a conceptual layout to show the conceptually planned development.

Commissioner Grant said y'all have already cleared the corner field, on number nine and Bryant Corner Road is that correct.

Mr. Rodgers stated I think that was a different development. That was planned for a spec building and that has now ceased.

Sara White, 310 Mills Ave, Greenville, SC. So the original side that the spec building that was not us but that has now since been added to the property there. So we're currently still going through iterations of looking at maximizing the layout while also leaving the buffers there. And so we're looking at a possible variance application but they would still keep the core processing within that buffer that would be more for administrative type uses that would be closer to the road on that. Warehousing too, so it'd be more of those non process parts that would encroach that.

Commissioner Raines stated so long story short there would be permitted under current zoning law, so to speak, would be a shorter setback than the ID3 of what you're asking.

Ms. White, Yes, and the others would be closer to you. They would be for the site there. So that's what we do want to acknowledge that it would be with it would adhere to the normal setbacks for administrative or warehousing type facilities.

Ms. White, said I think those are still working through the layouts and actually going through a traffic analysis right now to see what the best configuration on that would be, we don't anticipate traffic impacts we would be working with DOT and Chester County to make sure those are minimal during construction and operation on that. So that's what is continuing to look to the layout we would work with the county on that. They're still working through that from raw materials and origin destinations on that and so I think there is, you know, a leniency trying to put more on rail just from different congestion different things ESG all of that looking at that from that criteria to minimize the traffic they are but we're still working through those volumes and understanding that as part of that overall logistics analysis right now.

Commissioner Raines asked what your rough percentage of the business would be will half be rail or half be by truck.

Ms. White, they're still working through that from raw materials and origin destinations on that and so I think there is, you know, a leniency trying to put more on rail just from different congestion, different things ESG all of that, looking at that from that criteria to minimize the traffic they are but we're still working through those volumes and understanding that as part of that overall logistics analysis right now.

Commissioner Grant asked about the railroad crossing over Lancaster Hwy.

Ms. White stated Yes, and we're evaluating the rail crossings including a bridge crossing that would go over the highway as well. So that's part of the analysis right now to limit impacts. That's one of the alternatives that we're looking at for the rail crossing is to bridge it over Highway nine into the site. We're looking at all the different things from an engineering perspective, again, working through the layout and you know, trying to see what's the best way or at least impacts on that. But one of those is a bridged grade separated crossing.

Commissioner Grant asked who would require them to build the bridge for the railroad.

Ms. White stated this is something that the company is looking at and they would work closely with the rail provider and D O T to look at, you know, the best location for that. For that rail crossing and we're evaluating the rail crossings, including a bridged crossing that would go over the highway as well. So that's part of the analysis right now to limit impacts.

Commissioner Walley asked what kind of traffic they were talking about going to the industry.

Ms. White stated employee traffic will be spread as a 24-hour facility so it will be spread over two 12-hour shifts, and so there'll be more from the passenger and again, going back to it's going to depend a little bit more on the rail and truck combination, looking at the logistics on that. So those numbers haven't been finalized quite yet. But it will be spread over you know, again, the 24 hours once so we'll work the company will also work with the rail provider to also look at when our optimal times for things you know and also from trucks and things and optimal times from traffic schedules, sporting events, different things like that to minimize it.

Commission Grant asked if they were putting a berm between the railroad.

Mr. Rodgers stated that's not known at this time that would be vetted during the final design with the county, that's something that the company could potentially put in but again, that's unknown presently. I think the intent is to put trees to replant the area that was previously cleared or some sort of vegetative buffer to shield any light noise that sort of the visual aesthetics.

Commissioner Raines asked does your design as far as plan of the facility take into account lights that doesn't have much glare.

Mr. Rodgers stated, so there will be a photometric study performed and that just means taking the watts the intensity of the bulbs that will be used, how far their effective brightness will be, what area they will affect and then also the intent is to point the lighting inward. To minimize that. But yeah, there will be a plan engineering type plan drawn to help with that.

Commissioner Raines, Going back to the buffers, setbacks. How would you determine which piece of property the setbacks stayed the same and which were reduced on? Is that going to be based on the NAIC codes in the book?

Ms. White, yes. and that's what I think the intention is to put more of the administrative and warehousing parts of that process if you see that indicating those would be the areas that would encourage more of the 1000-foot setback those would be more of those more typical setbacks. I'm trying to say 150 feet off the top of my head for that for those uses. And so but again, the core of the site would be in the processing in the center of the site and so that would be more within that larger buffer.

Commissioner Raines, we're also talking about berm verses regular buffers right in that bottom right hand corner. And that's sort of a way to protect the neighbors a little bit, give them some relief from such a change from what it is now to a heavier usage.

Ms. White, the sites are over 720 acres and so that's larger than what's needed. So that's why we had that to accommodate and then just to have that buffer there, the natural buffer.

Commissioner Hough, your plan is to reduce the buffer will it be on the Bryant Corner side, or will it be an entire site reducing the buffer, and if you're reducing the buffer on the Bryant Corner side to do administrative stuff, then is the traffic and administrative stuff going to dump onto Bryant Corner Road? That's my main question is really how it's going to affect that. I mean, I understand DOT, I do commercial construction, so DOT will handle the traffic with the lanes and stuff like that. I'm not concerned about any of that. But it's more of a how it affects a residential area, you know what I mean? For the people over there, there's also a small parcel on the opposite side of Bryant Corner Road that is part of this zoning. Is it part of that plan of any at all because at that point.

Ms. White, It would have that same zoning because it is part of that same tax parcel, but there's no development on that, as of now. So all the layouts do not have that. So, again, I think on the logistics, I'll have to go through and understand that there's any improvements for Bryant Corner if it is just some passenger traffic there or anything on that when looking at what that layout will do. But it really again, it's just more of those administrative type of uses that would encroach more on that that I think industrial traffic would be separated.

Attorney Winters, your letter to Planning, Building and Zoning indicates that you have an option on the property. So you've got a prospective purchaser on the property with an option. And if they don't go through with the purchase, then you're saying that you would ask for a reverter back to its original classification, which is very common with this commission in what they do. They put reverter clauses on when they approve things like this. If they approve this, and I'm confused, it does say that that you're going to notify Planning and Zoning no later than November 30, 2023 to trigger that reverter clause, but the appraisal card says the date of sale is January 12, 2024.

Ms. White, that would be the project is still on the site selection decision process right now. And we would anticipate that a decision would be made by that timeline. And then we could say, we are coming, or we aren't coming in case the reverter clause needed to go ahead so that would be more of that timeline of when a decision would be made from site selection.

Commissioner Raines,

So can we just make a general statement that if the property is not purchased, then whatever date it reverts back, we only need to set a date necessarily.

Attorney Winters, Or they don't go into operation or don't start construction within a certain period of time where we can talk about what that is reasonably and may maintain the NAIC code that they've applied for. So if they deviate from that code which is 32518 then it could be subject to reverter.

Commissioner Raines motioned to approve CCMA23-01 With the stipulation that a berm is built between the residential structures and the facility along their property lines 40 feet wide and 20 feet high, second by Commissioner Williams. Vote 3-2 to approve. Commissioners Walley and Grant 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: 2/28/23 Case # CCMA23-01 Invoice # 6152

The applicant hereby requests that the property described to be rezoned from ID-2 to ID-3

Please give your reason for this rezoning request:

In anticipation of the intended use of this property as an industrial manufacturing site (NAICS code: 32518), an amendment is requested to re-zone the subject parcel from ID-2 to ID-3. A request for a special exception will also be submitted to allow this particular NAICS code.

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: 32518

Property Address Information

Property address: 510 Juniors Place
 Tax Map Number: 145-00-00-090-000 Acres: 22.327

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

PLEASE PRINT:

Applicant (s): Advanced Chester, LLC
 Address 100 N. Main Street, Sumter, SC 29150
 Telephone: [REDACTED] cell _____ work _____
 E-Mail Address: [REDACTED]

Owner(s) if other than applicant(s): Same as the Applicant
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

Owner's signature: [Signature] Date: 1/25/2023

Applicant signature: [Signature] Date: 1/25/2023

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



AECOM
101 Research Drive
Columbia, SC 29203



January 25, 2023

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

Subject: Zoning Map Amendment
Parcel Number 145-00-00-090-000

Dear Chester County Dept of Planning, Building, & Zoning,

With the submittal of the Zoning Map Amendment Applications for the subject parcel, we wish to include a request that if the requested rezoning approval for the property described in Exhibit A attached hereto and incorporated herein (the "Property") is granted and the prospective purchaser that Applicant previously has granted an option to purchase the Property does not exercise the option and acquire title to the Property as contemplated, Applicant shall be entitled, by so notifying Chester County Dept of Planning, Building, and Zoning in writing not later than November 30, 2023, to cause the zoning classification and status of the Property to automatically revert to its zoning classification and status that exists as of the date of this application (i.e., ID-2 Zoning).

Sincerely,

McSwain Armfield, PE
Senior Civil Engineer



Cc: Andy Rogers, AECOM
Sarah White, GLS

Exhibit A

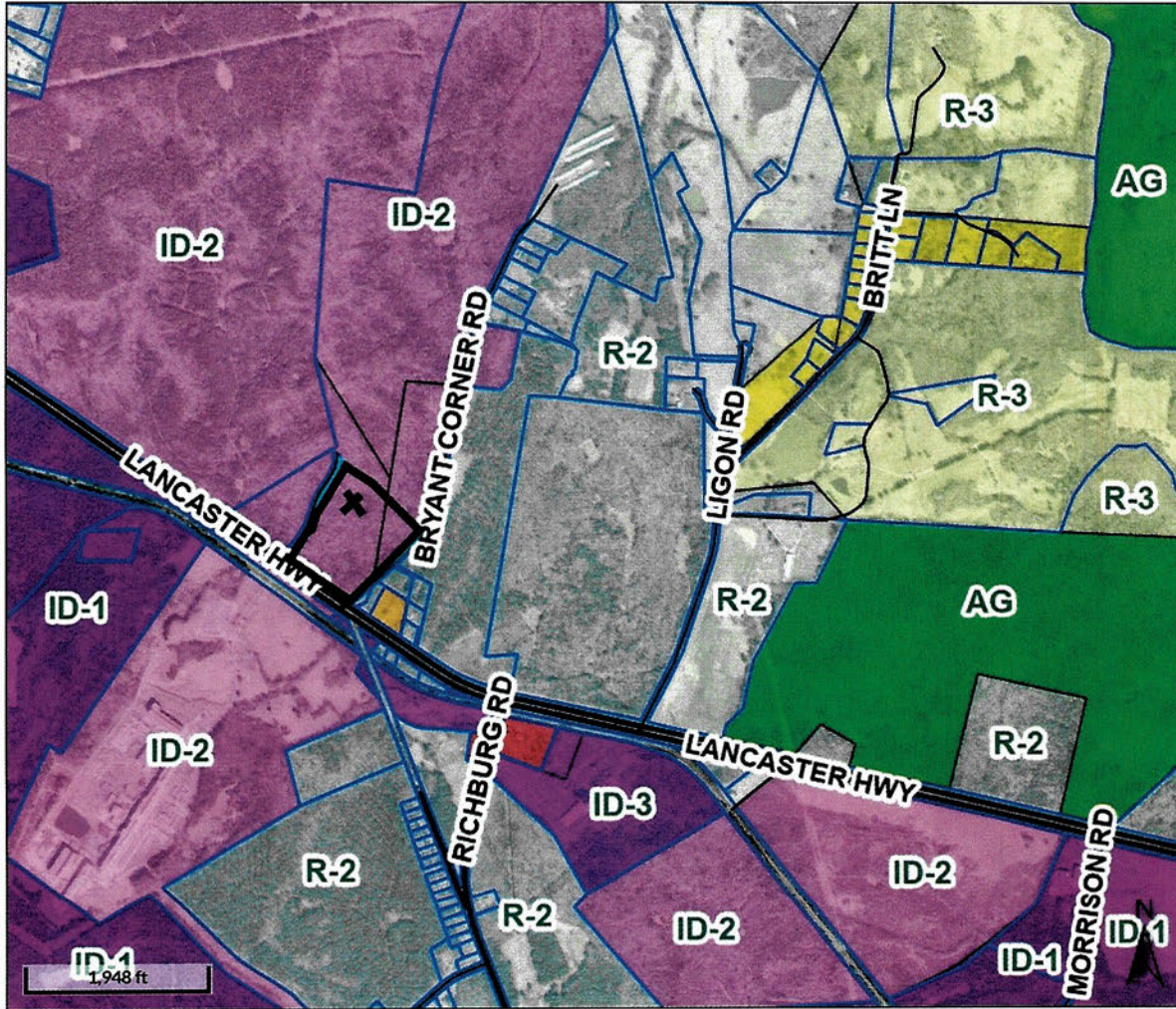
to

Advanced Chester, LLC Rezoning Application

Property Description

That certain piece, parcel or lot of land containing 22.327 acres, more or less, as shown on a plat thereof entitled "Plat of Boundary Survey/Proposed Industrial Park for Richburg Magnolias, LLC, Odell Industrial Park Complex/Phase 1," prepared by Eugene Bryan Enfinger, PLS No. 11056, dated May 12, 2022, and recorded in Plat Cabinet E, Slide 119, page 5 on October 17, 2022, in the Office of the Clerk of Court of Chester County, South Carolina, which plat is hereby incorporated by this reference and having such metes, bounds, courses and distances as by this reference to said plat will more fully appear.

The Land described herein is a portion of the property conveyed to Advanced Chester, LLC, by deed recorded in Deed Book 1409, Page 123 in the Office of the Clerk of Court of Chester County, South Carolina.



Overview



Parcel ID	145-00-00-090-000	Alternate ID	n/a	Owner Address	RICHBURG MAGNOLIAS LLC
Sec/Twp/Rng	n/a	Class	AC		PO BOX 1107
Property Address	510 JUNIORS PL	Acreege	22.302		LANCASTER SC 29721
District	04				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 2/21/2023
 Last Data Uploaded: 2/21/2023 4:37:40 AM

Developed by Schneider
 GEOSPATIAL

Karen Lee

From: Kris Phillips
Sent: Wednesday, March 1, 2023 11:14 AM
To: Karen Lee
Cc: Robert Long
Subject: Re-zoning Documents
Attachments: S1QA-C0000-250-SKT-00005_D_Option 1.pdf; S1QA-C0000-250-SKT-00005_D Option 2.pdf

Hi Karen,

Attached are the latest conceptual plans for the project discussed last night, and will be discussed tonight. Are you able to provide these to the Council Members? I believe these address a lot of concerns that were brought up last night, particularly:

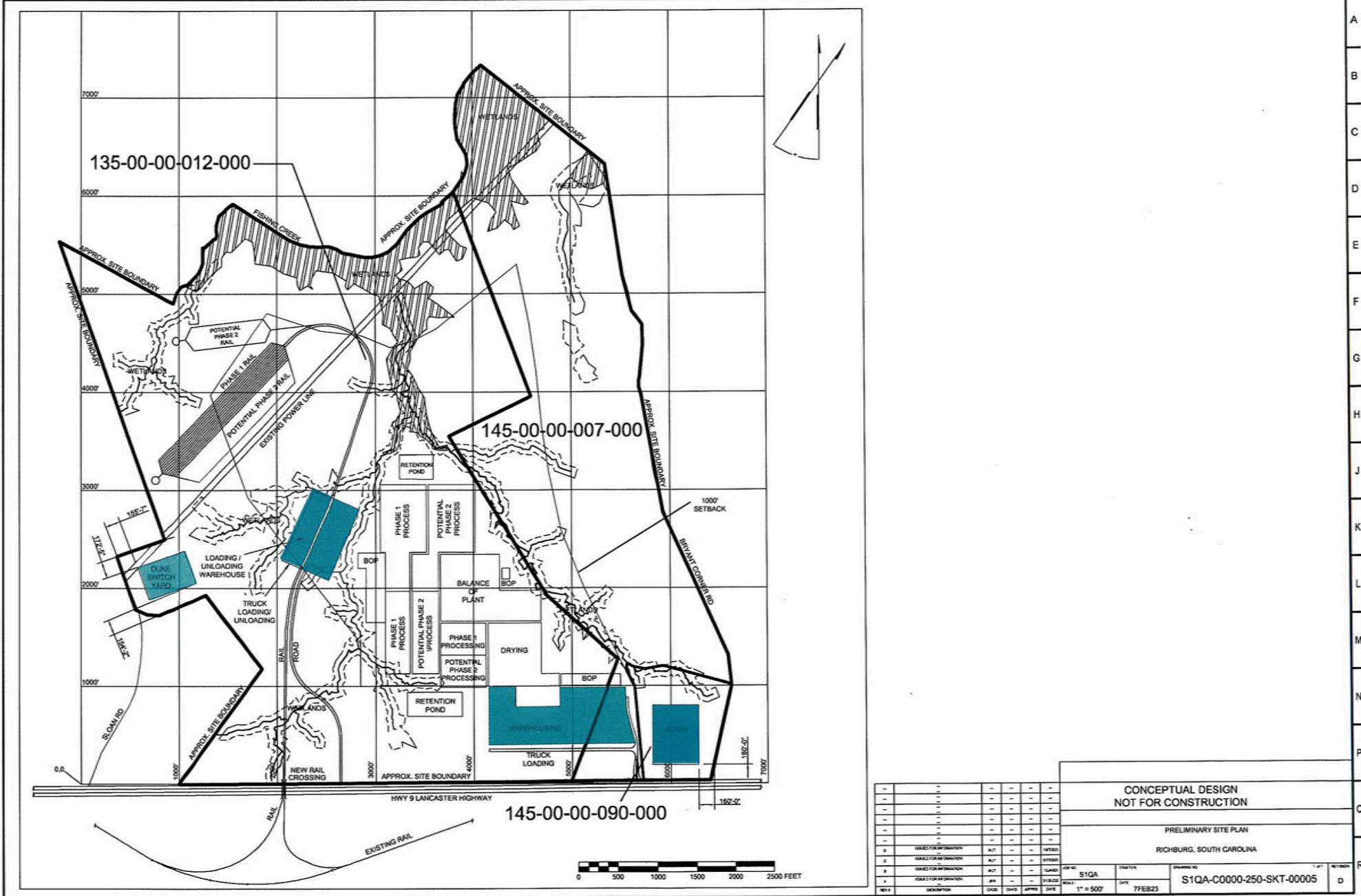
1. The rail has been moved from the northeast corner (it was previously fairly close to Bryant Corner Rd) to the northwest corner. Several of the commissioners last night were concerned about that rail being close to the homes across the street on Bryant Corner, which generated the request for a berm.
2. These new plans show that the company is working to direct all site access from Highway 9, including for the admin building. This takes that traffic off of Bryant Corner Rd.
3. The company is also evaluating sound walls and other features to further reduce impacts to neighbors.

Thank you,
Kris

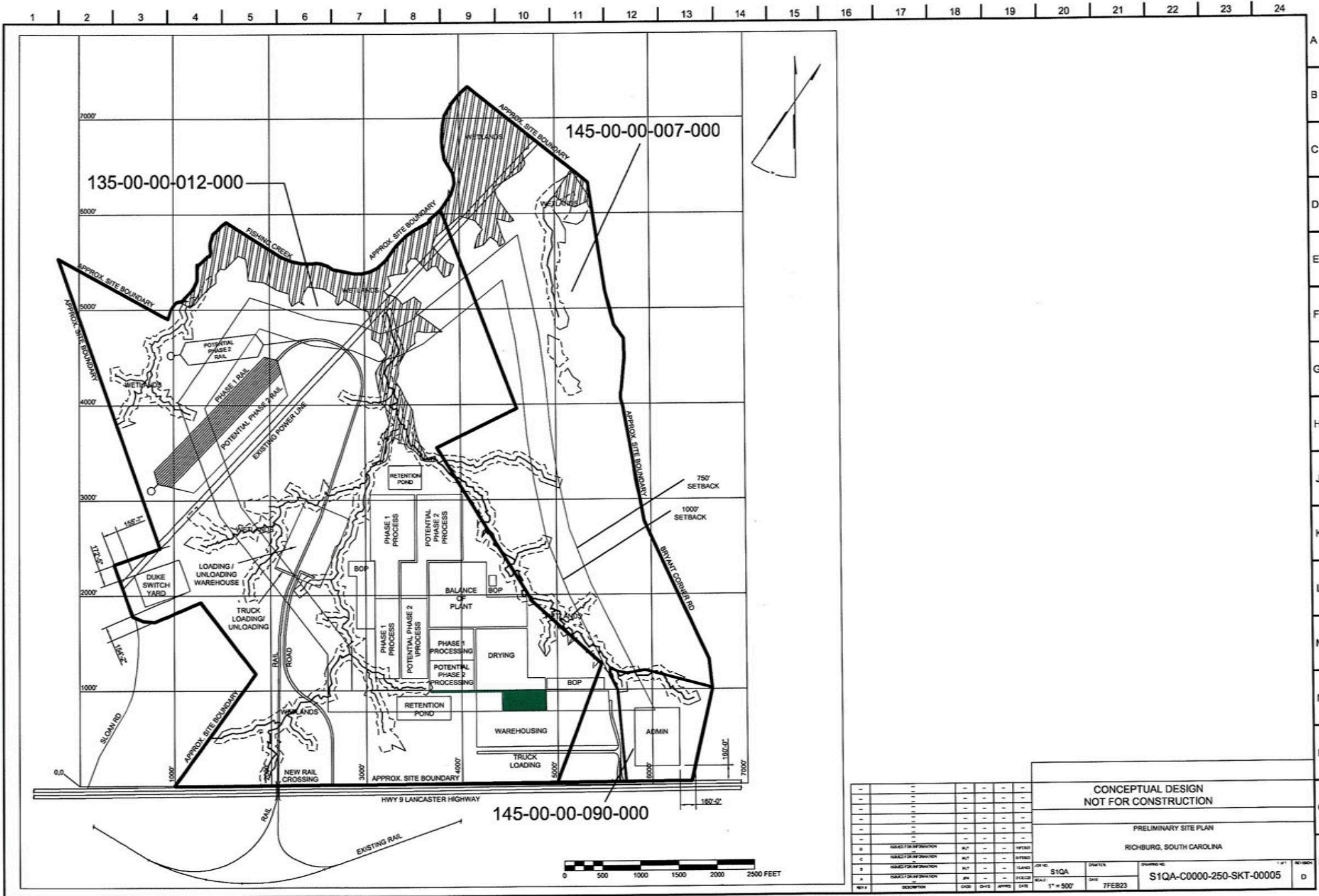


Kris Phillips
Assistant Director
Chester County Economic Development
3200 Commerce Drive, Suite B
Richburg, SC 29729
(803) 377-1216

kphillips@choosechester.com
<https://choosechester.com/>



CONCEPTUAL DESIGN NOT FOR CONSTRUCTION									
PRELIMINARY SITE PLAN RICHBURG, SOUTH CAROLINA									
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	JOB NO. S1QA		DRAWN BY		DRAWING NO.	
3		CHECK FOR CONSTRUCTION		DATE		DATE		SCALE: 1" = 500'	
4		CHECK FOR INFORMATION		DATE		DATE		S1QA-C0000-250-SKT-00005	
5		CHECK FOR INFORMATION		DATE		DATE		1" = 500'	
6		CHECK FOR INFORMATION		DATE		DATE		7FEB23	
7		CHECK FOR INFORMATION		DATE		DATE		D	



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R									

**CONCEPTUAL DESIGN
NOT FOR CONSTRUCTION**

PRELIMINARY SITE PLAN
RICHBURG, SOUTH CAROLINA

DATE: 7FEB23	SCALE: 1" = 500'	DRAWING NO: S1QA-C0000-250-SKT-00005
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Owner and Location					
Next Year (2024) Changes					
Search Options			Alerts		
Map Number	145-00-00-050-000	Real	00050293	History Year	
Name 1	ADVANCED CHESTER LLC		Other Map Number		
				Current Year Record Exists	
Owner Information					
Post Initials	T1	Reason for Change		Activity Date	02/03/2023
Name 2				Land Value	66,000
Address 1	100 N MAIN ST			Building Value	
Address 2	SUMPTER SC			Total Market Value	66,000
Zip Code	29150			Total Tax Value	66,000
Codes					
District	04	File Code	RI	RICHBURG	
Town		Neighborhood	ID2	LIMITED INDUSTRIAL	
Subdivision		Use Class			
Description					
Legal					
Location					
Street Number		Street Name		Suffix	Direction
Additional Information					
Appraisal Appeal		Owner Occupied		TIF	Base
Agricultural Use		Reappraisal Notice		MCIP	Industrial Park ID
Rollback				Exempt	
					Scroll by: MAP#

Chester County Planning Commission Minutes

February 28th, 2023

CCMA23-02 Richburg Magnolias, LLC request Tax Map #145-00-00-007-000 off Bryant Corner Rd and Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Commissioner Raines motioned to approve CCMA23-02 With the stipulation that a berm is built between the residential structures and the facility along their property lines 40 feet wide and 20 feet high, second by Commissioner Williams. Vote 3-2 to approve. Commissioners Walley and Grant 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: 2/28/23 Case # CCMA23-02 Invoice # 0152

The applicant hereby requests that the property described to be rezoned from ID-2 to ID-3

Please give your reason for this rezoning request:

In anticipation of the intended use of this property as an industrial manufacturing site (NAICS code: 32518), an amendment is requested to re-zone the subject parcel from ID-2 to ID-3. A request for a special exception will also be submitted to allow this particular NAICS code.

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: 325 18

Property Address Information

Property address: No Address on Property Card
 Tax Map Number: 145-00-00-007-000 Acres: 218.06

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): Richburg Magnolias, LLC
 Address 1744 Old Richburg Road, Chester, South Carolina 29706
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

Owner(s) if other than applicant(s): Same as the Applicant
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

Owner's signature: [Signature] Date: 1-26-2023
 Applicant signature: [Signature] Date: 1-26-2023

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



AECOM
101 Research Drive
Columbia, SC 29203



January 25, 2023

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

Subject: Zoning Map Amendment
Parcel Numbers 135-00-00-012-000
145-00-00-007-000

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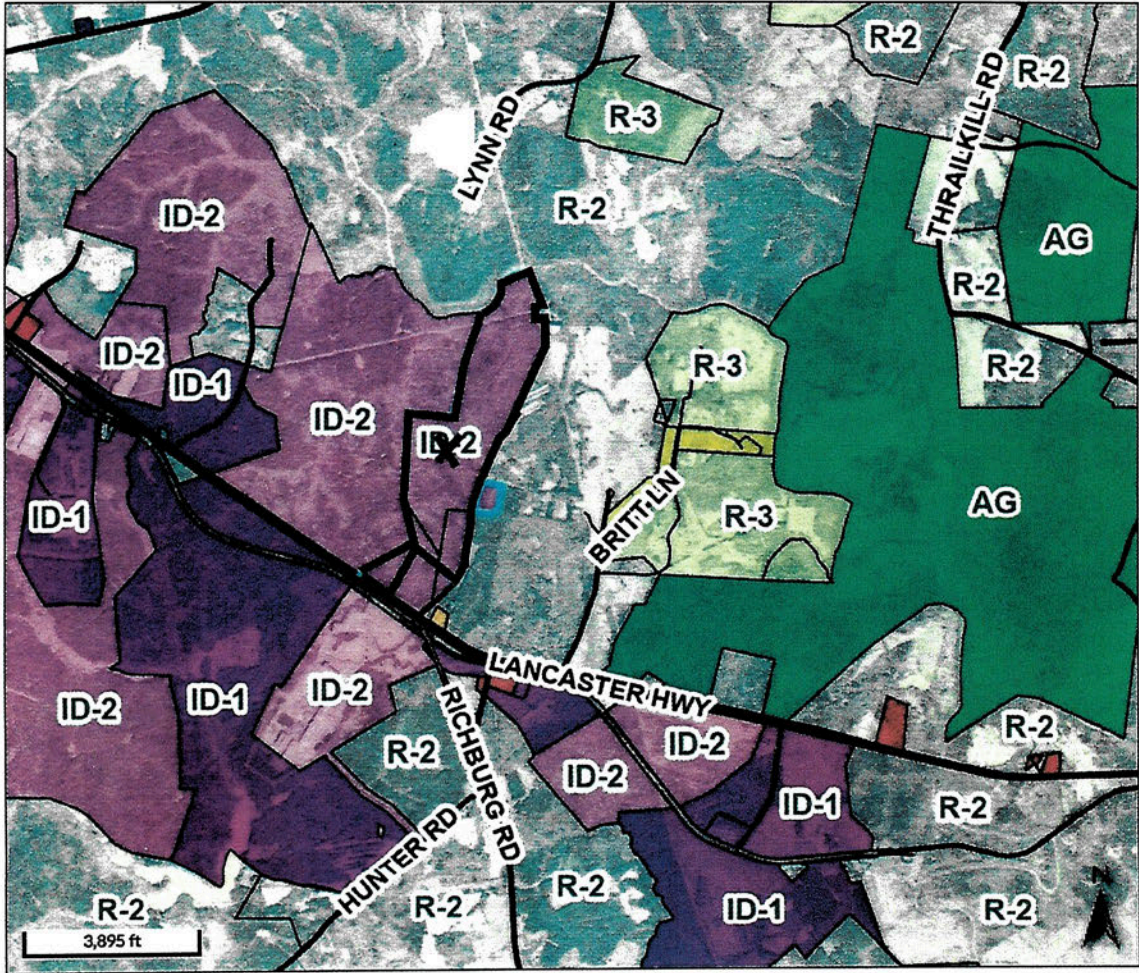
With the submittal of the Zoning Map Amendment Applications for the subject parcels, we wish to include a request that if the requested rezoning approval for the property described herein (the "Property") is granted and the prospective purchaser that Applicant previously has granted an option to purchase the Property does not exercise the option and acquire title to the Property as contemplated, Applicant shall be entitled, by so notifying Chester County Dept of Planning, Building, and Zoning in writing not later than November 30, 2023, to cause the zoning classification and status of the Property to automatically revert to its zoning classification and status that exists as of the date of this application (i.e., ID-2 Zoning).

Sincerely,

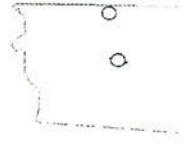
McSwain Armfield, PE
Senior Civil Engineer



Cc: Andy Rogers, AECOM
Sarah White, GLS



Overview



Parcel ID	145-00-00-007-000	Alternate ID	n/a	Owner Address	RICHBURG MAGNOLIAS LLC
Sec/Twp/Rng	n/a	Class	AC		P O BOX 1107
Property Address		Acreage	218.068		LANCASTER SC 29721
District	04				
Brief Tax Description	OFF HWY 9				
	(Note: Not to be used on legal documents)				

Date created: 2/21/2023
 Last Data Uploaded: 2/21/2023 4:37:40 AM

Developed by  **Schneider**
 GEOSPATIAL

Owner and Location			
Next Year (2024) Changes			
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Alerts: <input type="checkbox"/> Has Additional Comments			
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Owner Information			
Post Initials: <input type="text" value="KB"/> Reason for Change: <input type="text"/>	Activity Date: <input type="text" value="01/19/2023"/>		
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Address 1: <input type="text" value="P O BOX 1107"/>	Building Value: <input type="text"/>		
Address 2: <input type="text" value="LANCASTER SC"/>	Total Market Value: <input type="text" value="714,000"/>		
Zip Code: <input type="text" value="29721"/>	Total Tax Value: <input type="text" value="23,350"/>		
Codes			
District: <input type="text" value="04"/>	Fire Code: <input type="text" value="R1"/> RICHBURG		
Town: <input type="text"/>	Neighborhood: <input type="text" value="D2"/> LIMITED INDUSTRIAL		
Subdivision: <input type="text"/>	Use Class: <input type="text"/>		
Description: <input type="text" value="OFF HWY 9"/>			
Legal: <input type="text"/>			
Location			
Street Number: <input type="text"/>	Street Name: <input type="text"/> Suffix: <input type="text"/> Direction: <input type="text"/>		
Additional Information			
Appraisal Appeal: <input type="checkbox"/>	Owner Occupied: <input type="checkbox"/>	TIF: <input type="checkbox"/>	Base: <input type="text"/>
Agricultural Use: <input type="checkbox"/>	Reappraisal Notice: <input type="checkbox"/>	MCIIP: <input type="checkbox"/>	Industrial Park ID: <input type="text"/>
Rollback: <input type="checkbox"/>		Exempt: <input type="checkbox"/>	
<input type="button" value="Scroll by: MAP#"/>			

Karen Lee

From: Kris Phillips
Sent: Wednesday, March 1, 2023 11:14 AM
To: Karen Lee
Cc: Robert Long
Subject: Re-zoning Documents
Attachments: S1QA-C0000-250-SKT-00005_D_Option 1.pdf; S1QA-C0000-250-SKT-00005_D Option 2.pdf

Hi Karen,

Attached are the latest conceptual plans for the project discussed last night, and will be discussed tonight. Are you able to provide these to the Council Members? I believe these address a lot of concerns that were brought up last night, particularly:

1. The rail has been moved from the northeast corner (it was previously fairly close to Bryant Corner Rd) to the northwest corner. Several of the commissioners last night were concerned about that rail being close to the homes across the street on Bryant Corner, which generated the request for a berm.
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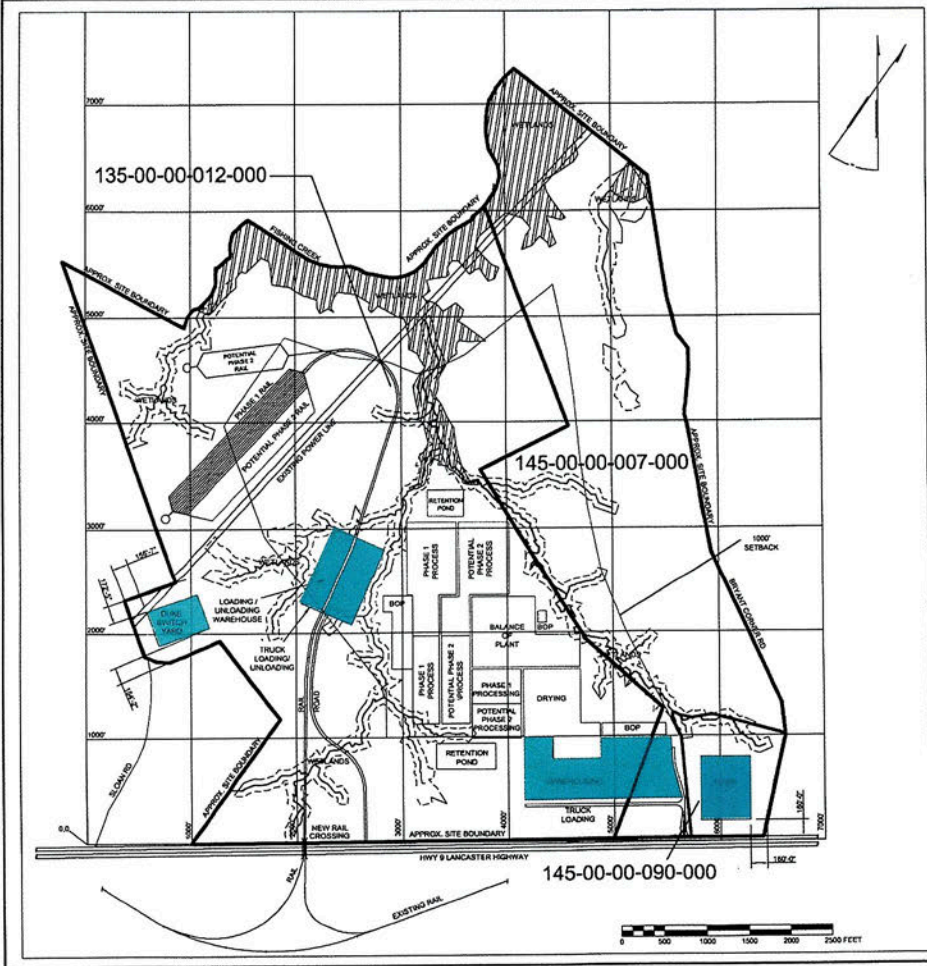


Kris Phillips
Assistant Director
Chester County Economic Development
3200 Commerce Drive, Suite B
Richburg, SC 29729
(803) 377-1216

kphillips@choosechester.com
<https://choosechester.com/>

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

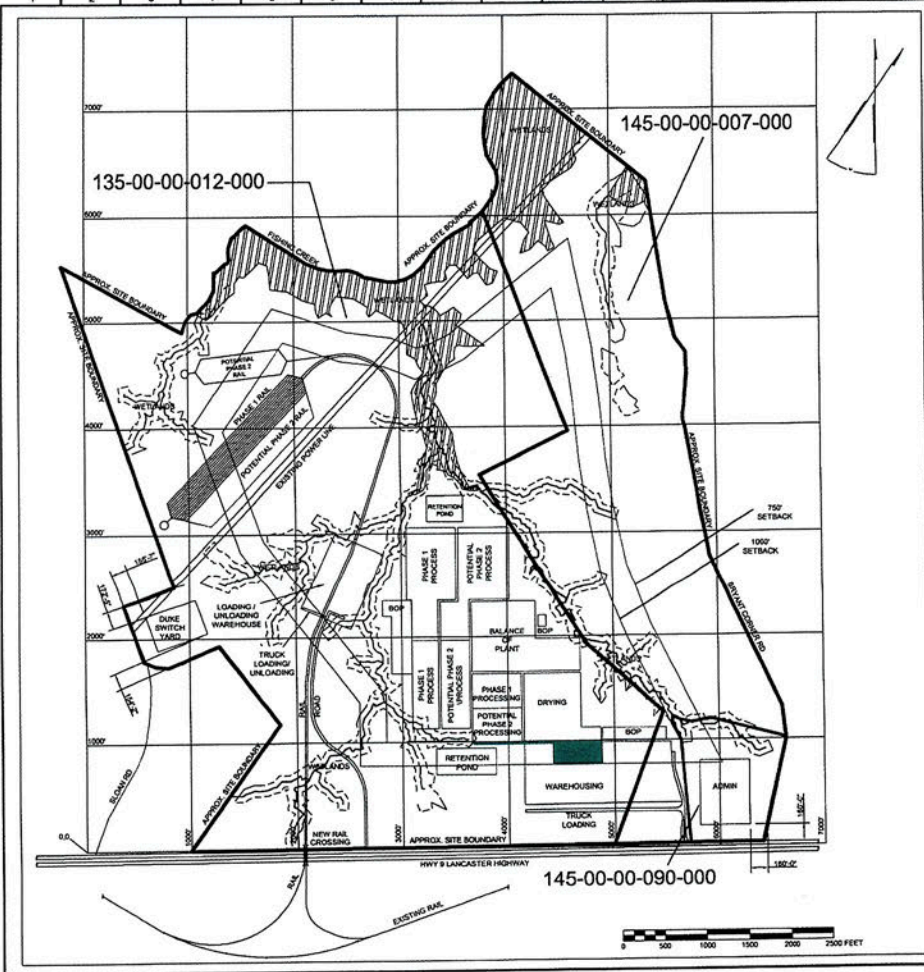
A
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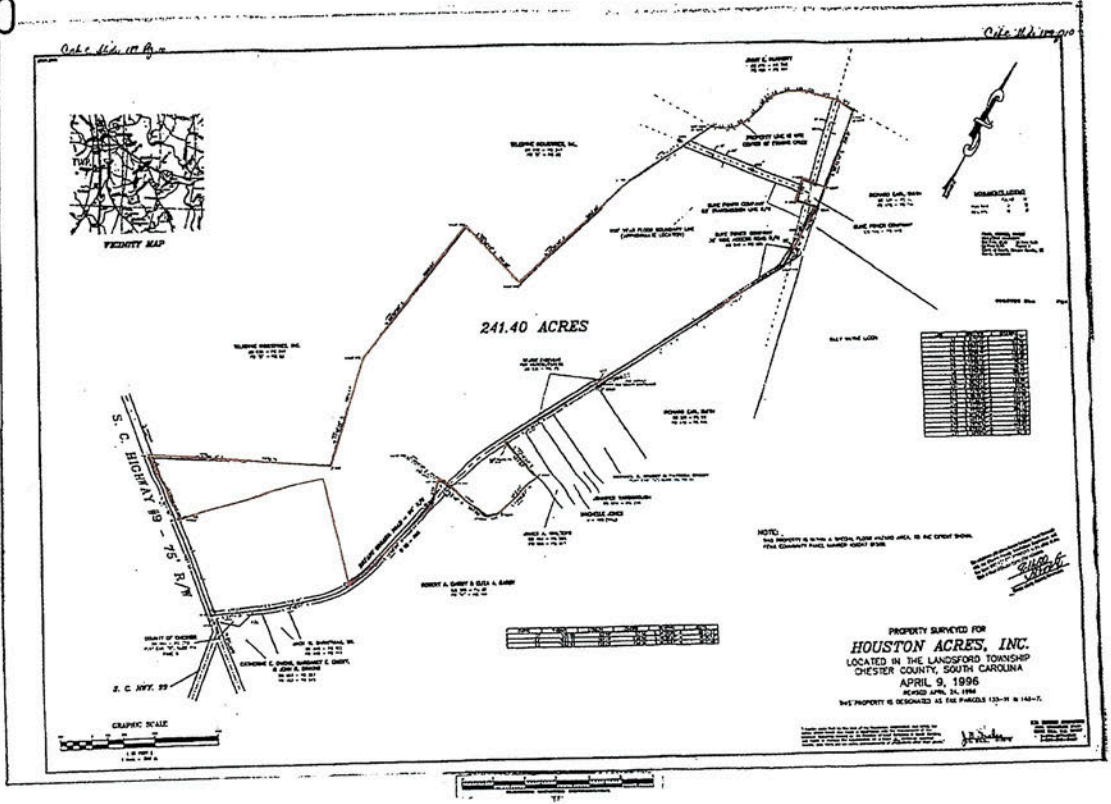
CONCEPTUAL DESIGN NOT FOR CONSTRUCTION									
PRELIMINARY SITE PLAN									
RICHBURG, SOUTH CAROLINA									
DATE	BY	CHECKED	DATE	BY	SCALE	PROJECT NO.	DATE	BY	DATE
1/10/24	J.S.	M.S.	1/10/24	J.S.	1" = 500'	S1QA	7/18/23	J.S.	7/18/23
S1QA-C0000-250-SKT-00005									

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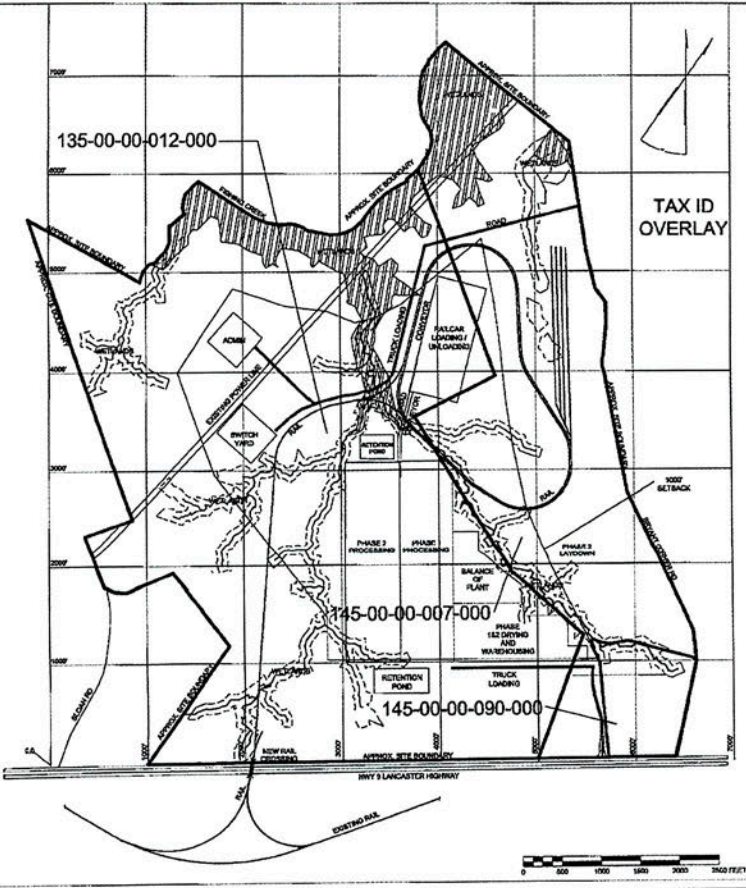


CONCEPTUAL DESIGN NOT FOR CONSTRUCTION	
PRELIMINARY SITE PLAN	
RICHMOND, SOUTH CAROLINA	
DATE: 01/24/2024	PROJECT: S1QA-C0000-250-SKT-00005
SCALE: 1" = 500'	DATE: 01/24/2024
BY: [Signature]	CHECKED: [Signature]
APP: ENDA	DATE: 01/24/2024
SCALE: 1" = 500'	DATE: 01/24/2024



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CONCEPTUAL DESIGN NOT FOR CONSTRUCTION	
PRELIMINARY SITE PLAN	
RICHMOND, SOUTH CAROLINA	
DATE: 12/20/2011	PROJECT: S10A-C0000-250-SKT-00005
SCALE: 1" = 800'	DESIGNER: [unreadable]
CHECKED: [unreadable]	DATE: [unreadable]
APPROVED: [unreadable]	DATE: [unreadable]

Chester County Planning Commission Minutes

February 28th, 2023

CCMA23-03 Richburg Magnolias, LLC request Map #135-00-00-012-000 at 4375 Lancaster Hwy, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Commissioner Raines motioned to approve CCMA23-03 With the stipulation that a berm is built between the residential structures and the facility along their property lines 40 feet wide and 20 feet high, second by Commissioner Williams. Vote 4-1 to approve. Commissioners Walley opposed.



AECOM
101 Research Drive
Columbia, SC 29203



January 25, 2023

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

Subject: Zoning Map Amendment
Parcel Numbers 135-00-00-012-000
145-00-00-007-000

Dear Chester County Dept of Planning, Building, & Zoning,

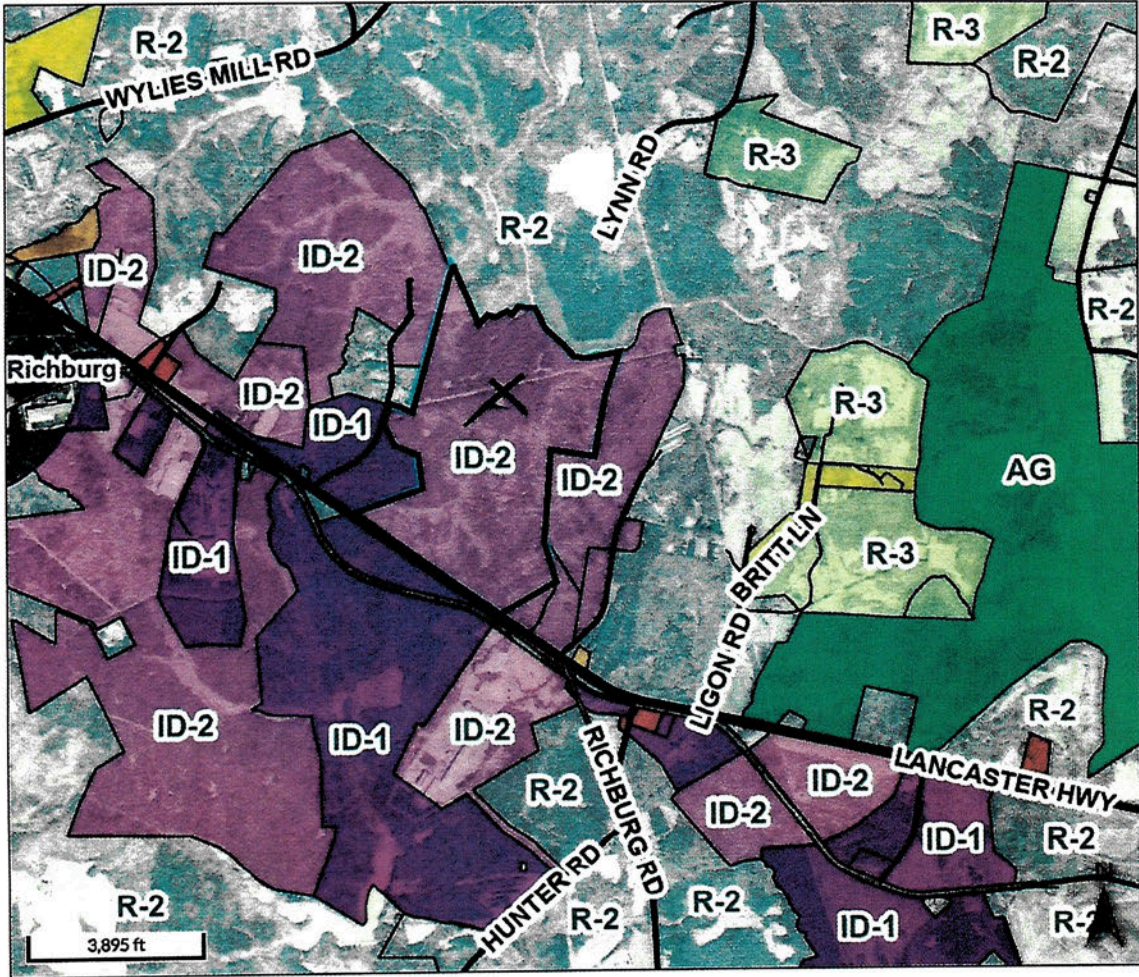
With the submittal of the Zoning Map Amendment Applications for the subject parcels, we wish to include a request that if the requested rezoning approval for the property described herein (the "Property") is granted and the prospective purchaser that Applicant previously has granted an option to purchase the Property does not exercise the option and acquire title to the Property as contemplated, Applicant shall be entitled, by so notifying Chester County Dept of Planning, Building, and Zoning in writing not later than November 30, 2023, to cause the zoning classification and status of the Property to automatically revert to its zoning classification and status that exists as of the date of this application (i.e., ID-2 Zoning).

Sincerely,

McSwain Armfield, PE
Senior Civil Engineer



Cc: Andy Rogers, AECOM
Sarah White, GLS



Overview



Parcel ID	135-00-00-012-000	Alternate ID	n/a	Owner Address	RICHBURG MAGNOLIAS LLC
Sec/Twp/Rng	n/a	Class	AC		P O BOX 1107
Property Address	4375 LANCASTER HWY	Acreege	469.821		LANCASTER SC 29721
District	04				
Brief Tax Description	TR 92-055				
	(Note: Not to be used on legal documents)				

Date created: 2/21/2023
 Last Data Uploaded: 2/21/2023 4:37:40 AM

Developed by Schneider GEOSPATIAL

Owner and Location	
Next Year (2024) Changes	
Search Options Map Number: <input type="text" value="00897893"/> Real <input type="text" value="00897893"/> History Year: <input type="text"/> <input type="button" value="Find"/>	
Name 1: <input type="text" value="RICHBURG MAGNOLIAS LLC"/> <input type="button" value="Other Map Number"/>	
Alerts <input type="checkbox"/> Has Additional Comments	
Owner Information Post Initials: <input type="text" value="HD"/> Reason for Change: <input type="text"/> Activity Date: <input type="text" value="06/27/2022"/> Name 2: <input type="text"/> Land Value: <input type="text" value="2,425,000"/> Address 1: <input type="text" value="P O BOX 1107"/> Building Value: <input type="text"/> Address 2: <input type="text" value="LANCASTER SC"/> Total Market Value: <input type="text" value="2,425,000"/> Zip Code: <input type="text" value="29721"/> Total Tax Value: <input type="text" value="43,450"/>	
Codes District: <input type="text" value="04"/> Fire Code: <input type="text" value="RI"/> RICHBURG Town: <input type="text"/> Neighborhood: <input type="text" value="D2"/> LIMITED INDUSTRIAL Subdivision: <input type="text"/> Use Class: <input type="text" value="BUF"/> Description: <input type="text" value="TR 92-055"/> Legal: <input type="text"/>	
Location Street Number: <input type="text" value="4375"/> Street Name: <input type="text" value="LANCASTER HWY"/> Suffix: <input type="text"/> Direction: <input type="text"/>	
Additional Information Appraisal Appeal: <input type="text"/> Owner Occupied: <input type="text"/> TIF: <input type="checkbox"/> Base: <input type="text"/> Agricultural Use: <input type="text"/> Reappraisal Notice: <input type="text"/> MCIP: <input type="checkbox"/> Industrial Park ID: <input type="text"/> Rollback: <input type="text"/> Exempt: <input type="checkbox"/>	
Scroll by: MAP#	

Karen Lee

From: Kris Phillips
Sent: Wednesday, March 1, 2023 11:14 AM
To: Karen Lee
Cc: Robert Long
Subject: Re-zoning Documents
Attachments: S1QA-C0000-250-SKT-00005_D_Option 1.pdf; S1QA-C0000-250-SKT-00005_D Option 2.pdf

Hi Karen,

Attached are the latest conceptual plans for the project discussed last night, and will be discussed tonight. Are you able to provide these to the Council Members? I believe these address a lot of concerns that were brought up last night, particularly:

1. The rail has been moved from the northeast corner (it was previously fairly close to Bryant Corner Rd) to the northwest corner. Several of the commissioners last night were concerned about that rail being close to the homes across the street on Bryant Corner, which generated the request for a berm.
2. These new plans show that the company is working to direct all site access from Highway 9, including for the admin building. This takes that traffic off of Bryant Corner Rd.
3. The company is also evaluating sound walls and other features to further reduce impacts to neighbors.

Thank you,
Kris

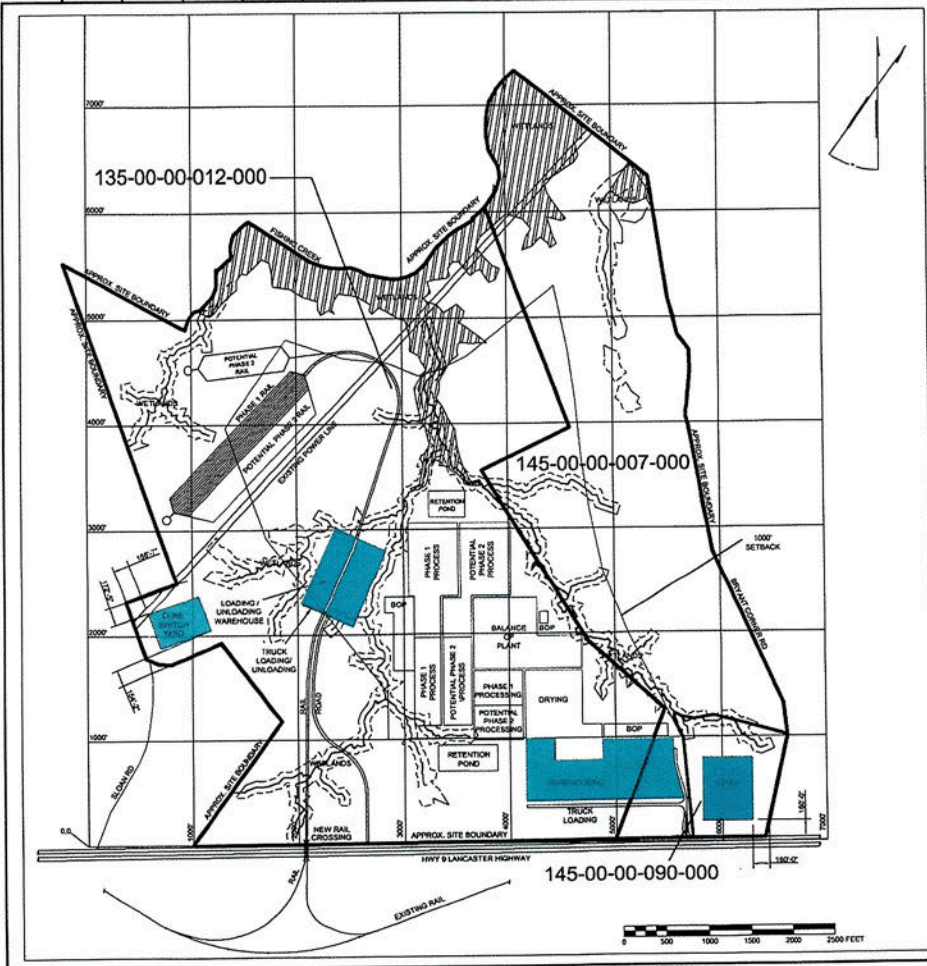


Kris Phillips
Assistant Director
Chester County Economic Development
3200 Commerce Drive, Suite B
Richburg, SC 29729
(803) 377-1216

kphillips@choosechester.com

<https://choosechester.com/>

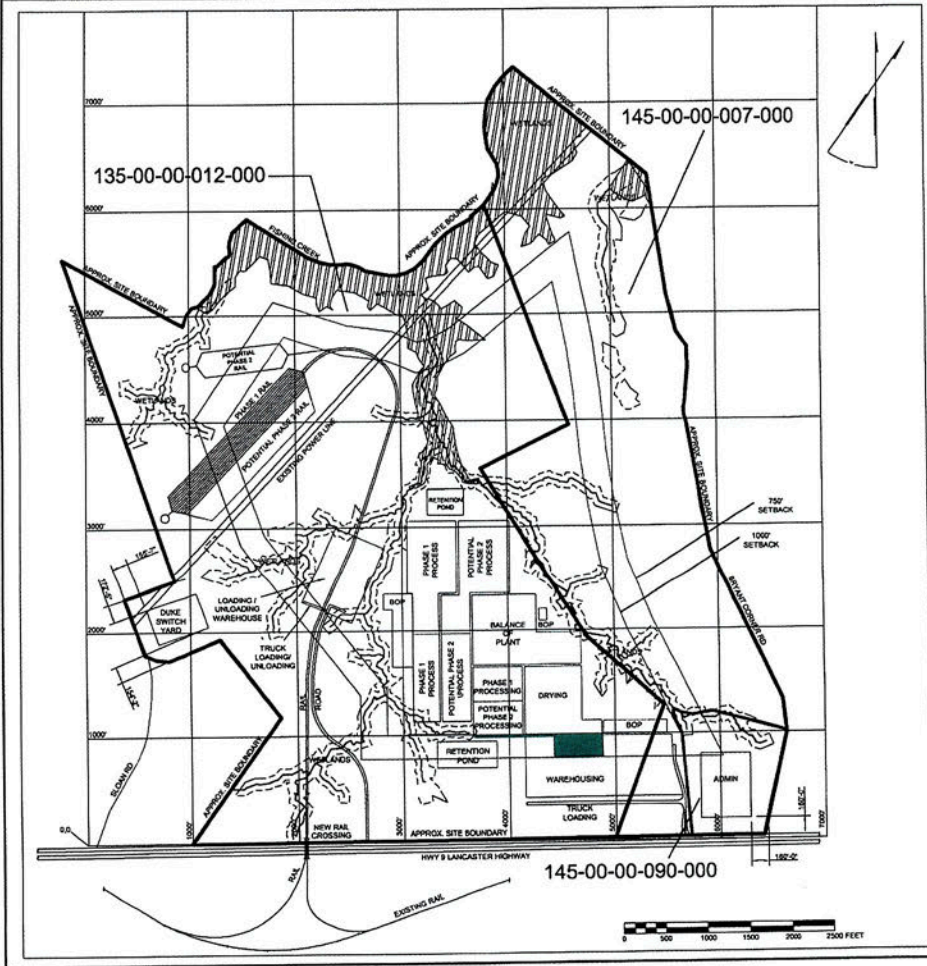
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CONCEPTUAL DESIGN NOT FOR CONSTRUCTION	
PRELIMINARY SITE PLAN	
RICHBURG, SOUTH CAROLINA	
DATE: 11/11/2014	PROJECT: S1QA
SCALE: 1" = 500'	DATE: 7/16/2013
S1QA-C0000-250-SKT-00005	

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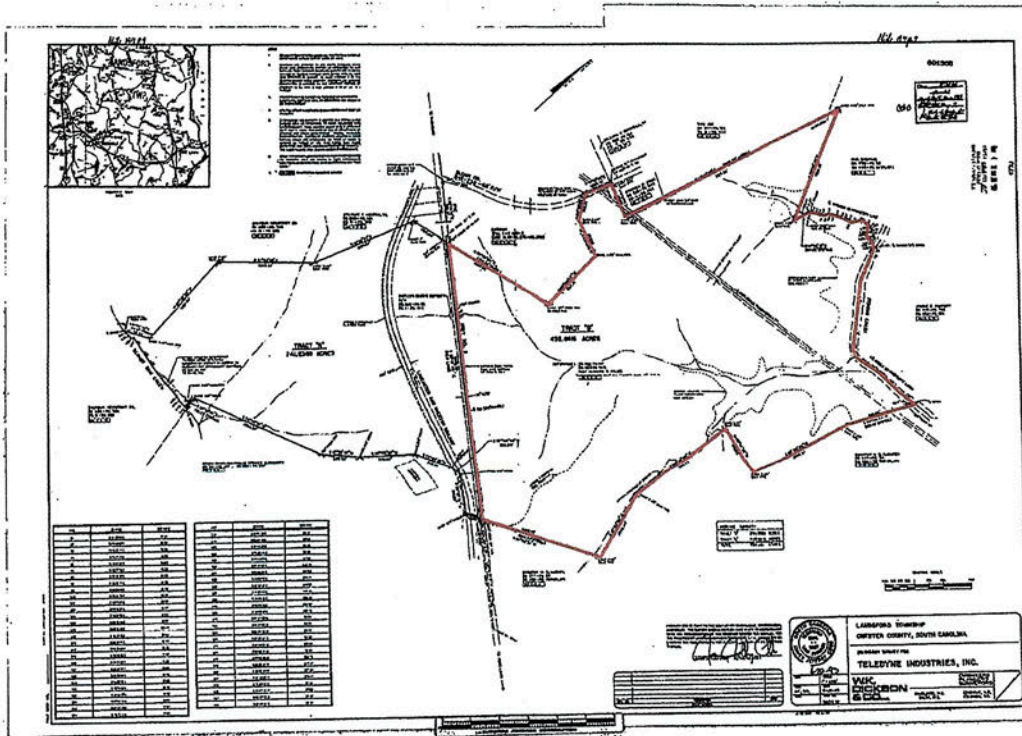
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CONCEPTUAL DESIGN NOT FOR CONSTRUCTION									
PRELIMINARY SITE PLAN									
RICHBURG, SOUTH CAROLINA									
DATE	BY	CHKD	APP'D	SCALE	NO.	REV.	DATE	BY	DESCRIPTION
02/28/23	STQA			1" = 300'	3FEB23				
S1QA-C0000-250-SKT-00005									

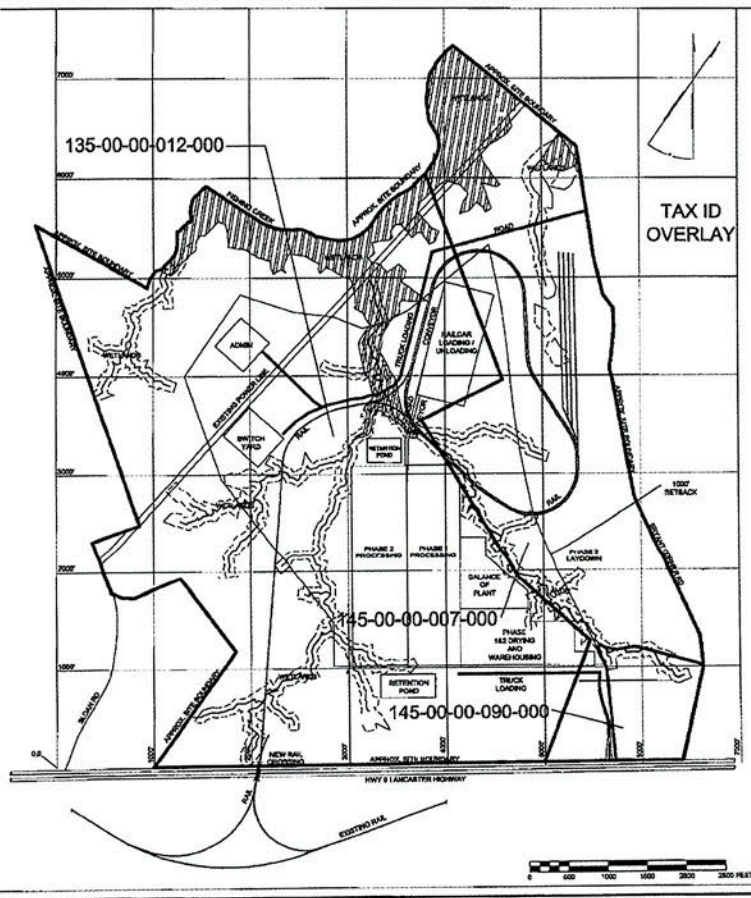
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TAX ID
OVERLAY

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145-00-00-007-000

145-00-00-090-000

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CONCEPTUAL DESIGN
NOT FOR CONSTRUCTION

INDUSTRIAL SITE PLAN
ROCKFORD, SOUTH CAROLINA

DATE: 12/15/2011
SCALE: 1" = 500'

PROJECT NO: S10A-C0000-250-S1KT-00005

Chester County Planning Commission Minutes

February 28th, 2023

CCTA23-01 ID-3 – Chester County Zoning Ordinance – Text Amendments

General Industrial District Chapter 4 § 4-121 ID-3 Permitted Uses

New Text:

All uses permitted in ID-1 and ID-2

NAICS DESCRIPTION SEE ID-1 and ID-2

PARKING SPACES REQUIRED SEE ID-1 and ID-2

Attorney Winters stated right now it's vague. So ID2 says everything that's in ID1 is also an ID2 but then ID3 just doesn't say that. And so since ID3 is the highest, the most stringent, it will just be normal and common that should include ID1 and ID2. So that's why we've changed it, is very confusing. It's just a housekeeping issue. We're trying to go through many of these to fix and y'all are probably going to see many text amendments come across your way.

Planning Director Levister stated it would also help with not having to rezone property as ID3, but it's something that's permitted in ID1 and you don't have to have it downgraded on the zoning. Just to make sure you meet the NAICS code, because right now you might have a NAICS code permitted in ID1 or ID2, but your properties are ID3 so you're not permitted to do it. You have to down zone. Commissioner Grant motioned to approve, second by Commissioner Hill. Vote 5-0 to approve.



March 8, 2023

Laura Kunzie
County of Chester
1476 J A Cochran Byp
Chester, SC 29706

Dear Laura,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Blake Pierson



Quotation # Q-488958

Date: March 8, 2023

Customer # 321318 Contract # ENTERPRISE AGREEMENT

County of Chester
Assessors Office
1476 J A Cochran Byp
Chester, SC 29706

ATTENTION: Laura Kunzie
PHONE: 803-801-0633
EMAIL: lkunzie@chestercountysc.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/26/2023 To: 4/26/2023

Enterprise Agreement

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$22,000.00	\$22,000.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Year 1 Non-EA Products

Material	Qty	Term	Unit Price	Total
180700	1		\$5,500.00	\$5,500.00
ArcGIS IPS for ArcGIS Online Annual Subscription				
180341	1		\$2,175.00	\$2,175.00
ArcGIS Indoors for ArcGIS Pro Single Use Annual Subscription				
182294	250		\$32.50	\$8,125.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Blake Pierson	Email: bpierson@esri.com	Phone: (909) 793-2853 x8628
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-488958

Date: March 8, 2023

Customer # 321318 Contract # ENTERPRISE AGREEMENT

County of Chester
Assessors Office
1476 J A Cochran Byp
Chester, SC 29706

ATTENTION: Laura Kunzie
PHONE: 803-801-0633
EMAIL: lkunzie@chestercountysc.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/26/2023 To: 4/26/2023

Material	Qty	Term	Unit Price	Total
ArcGIS Location Sharing User Type Extension for ArcGIS Online Annual Subscription				
157501	2		\$825.00	\$1,650.00
State and Local Public Safety Named User Program ArcGIS Online Creator in Surge Environment Annual Subscription				

Year 2 Non-EA Products

Material	Qty	Term	Unit Price	Total
ArcGIS IPS for ArcGIS Online Annual Subscription				
180700	1		\$5,500.00	\$5,500.00
ArcGIS Indoors for ArcGIS Pro Single Use Annual Subscription				
180341	1		\$2,175.00	\$2,175.00
ArcGIS Location Sharing User Type Extension for ArcGIS Online Annual Subscription				
182294	250		\$32.50	\$8,125.00
State and Local Public Safety Named User Program ArcGIS Online Creator in Surge Environment Annual Subscription				
157501	2		\$825.00	\$1,650.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Blake Pierson	Email: bpierson@esri.com	Phone: (909) 793-2853 x8628
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-488958

Date: March 8, 2023

Customer # 321318 Contract # ENTERPRISE AGREEMENT

County of Chester
Assessors Office
1476 J A Cochran Byp
Chester, SC 29706

ATTENTION: Laura Kunzie
PHONE: 803-801-0633
EMAIL: lkunzie@chestercountysc.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/26/2023 To: 4/26/2023

Year 3 Non-EA Products

Material	Qty	Term	Unit Price	Total
180700	1		\$5,500.00	\$5,500.00
ArcGIS IPS for ArcGIS Online Annual Subscription				
180341	1		\$2,175.00	\$2,175.00
ArcGIS Indoors for ArcGIS Pro Single Use Annual Subscription				
182294	250		\$32.50	\$8,125.00
ArcGIS Location Sharing User Type Extension for ArcGIS Online Annual Subscription				
157501	2		\$825.00	\$1,650.00
State and Local Public Safety Named User Program ArcGIS Online Creator in Surge Environment Annual Subscription				

Subtotal:	\$153,750.00
Sales Tax:	\$3,666.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$157,416.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Blake Pierson	Email: bpierson@esri.com	Phone: (909) 793-2853 x8628
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

PIERSONB **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 ArcGIS Insights in ArcGIS Enterprise
3 ArcGIS Insights in ArcGIS Online
10 ArcGIS Location Sharing for ArcGIS Enterprise
10 ArcGIS Location Sharing for ArcGIS Online
3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
3 ArcGIS Utility Network User Type Extensions (Enterprise)
3 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.