



## **CHESTER COUNTY COUNCIL MEETING**

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

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, April 3, 2023 at 6:00 PM

#### **Agenda**

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
  - a. March 20<sup>th</sup>, 2023 minutes.
4. **Citizen's Comments**
5. **Public Hearing**
  - a. **3<sup>rd</sup> Reading of 2023-10** An Ordinance Authorizing (1) The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Chester County, South Carolina, And A Company Identified For The Time Being As Project 2187, Acting On Behalf Of Itself And/Or Any Affiliates Or Other Project Investors, To Provide For Certain Special Source Revenue Credits In Connection With The Establishment Of Certain Facilities Located In Chester County; (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company And The Property; And (3) Other Related Matters.
6. **Ordinances/Resolutions/Proclamations**
  - a. **3<sup>rd</sup> Reading of 2023-10** An Ordinance Authorizing (1) The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Chester County, South Carolina, And A Company Identified For The Time Being As Project 2187, Acting On Behalf Of Itself And/Or Any Affiliates Or Other Project Investors, To Provide For Certain Special Source Revenue Credits In Connection With The Establishment Of Certain Facilities Located In Chester County; (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company And The Property; And (3) Other Related Matters.
  - b. **2023-5** A Resolution Authorizing An Amendment To The Master Agreement Governing The York-Chester Industrial Park ("Park") To Increase The Park's Boundaries To Include Certain Real Property Located In Chester County; And Other Related Matters (Project 2187).
  - c. **3<sup>rd</sup> Reading of 2023-9** An Ordinance for Social Media Policy. Public Hearing 3-20-23.
  - d. **2nd Reading 2023-8** An Ordinance to Amend Chester County Code, Chapter 6, Animals. Public Hearing 3-6-2023.
7. **Administrator's Report-** County Administrator Brian Hester.
8. **Old Business**
  - a. **1<sup>st</sup> 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. **1<sup>st</sup> 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. **1<sup>st</sup> 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. **1<sup>st</sup> 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. **1<sup>st</sup> 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. **1<sup>st</sup> 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.*

## 9. Executive Session

- a. To receive legal advice regarding Project 2298. Bond Attorney Michael Kozlarek.
- b. To discuss a contractual matter regarding the Administrator. - Attorney Winters.
- c. To receive legal advice regarding Project 2273. Attorney Winters.
- d. To receive legal advice regarding Administrative & Public Works personnel matter. Attorney Winters.

## 10. Council Actions Following Executive Session

- a. Action taken regarding Project 2298.
- b. Action taken regarding Administrator's contractual matter.
- c. Action taken regarding Project 2273.
- d. Action taken regarding Administrative & Public Works personnel matter.

## 11. Council Comments

## 12. Adjourn

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

### **Guidelines for Addressing Council**

#### **Citizens Comments:**

Each citizen will be limited to three minutes.

#### **Public Hearings:**

Each speaker will be limited to three minutes.

#### **When introduced:**

Approach the podium, state your name and address.  
Speak loudly and clearly making sure that the microphone is not obstructed.  
Do not address the audience – direct all comments to Council.  
Do not approach the Council table unless directed.

#### **Anyone addressing Council will be called out of order if you:**

Use profanity.  
Stray from the subject.  
Make comments personally attacking an individual member of Council.



## **CHESTER COUNTY COUNCIL MEETING**

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

**1476 J.A. Cochran Bypass Chester, SC 29706**

**Monday, March 20, 2023 at 6:00 PM**

#### **MINUTES**

**Present:** Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilman Guy, Councilwoman Mosley, Councilman Agee, Councilman Killian, County Administrator Hester, County Attorney Winters and Clerk to Council Lee.

1. **Call to Order-** Chairman Branham called the meeting to order.
2. **Pledge of Allegiance and Invocation** - Pledge was recited in unison; invocation was given by Councilman Guy.

3. **Introduction of the New County Administrator Brian Hester.**

Mr. Hester stated he was originally from South Carolina and was in law enforcement for 28 years and retired as Chief Deputy from the St. Lucia County Sheriff's Office in Florida. He was an administrator for 10 years for an organization that had 800 employees with a \$100,000 million dollar budget and 350 thousand in population. He has dealt with local government for a long time, and he plans to serve Chester County with the same passion as he did in St. Lucia.

4. **Approval of Minutes**

- a. **March 13<sup>th</sup>, 2023 Special Called Minutes.**

Councilman Guy motioned to approve, second by Councilwoman Mosley. Unanimous vote.

- b. **March 6<sup>th</sup>, 2023 Minutes.**

Councilman Killian motioned to approve, second by Councilwoman Mosley. Unanimous vote.

5. **Citizen's Comments**

Nathan Smith, 3911 Wylie's Mill Road, Richburg addressed Council regarding being in favor of the Gateway Steering Committee.

Jennifer Brecheisen, 165 York St, Chester addressed Council regarding growth.

6. **Public Hearing**

- a. **3<sup>rd</sup> Reading of 2022-18** An Ordinance Authorizing An Amendment To The Master Agreement Governing The York-Chester Industrial Park By And Between Chester County, South Carolina (The "County") And York County, South Carolina ("York County") To Enlarge The Boundaries Of The Joint County Industrial Park To Include Certain Real Property Located In Chester County; And Other Matters Related Thereto.[Project Power].  
No one signed up to speak.

**b. 3<sup>rd</sup> Reading of 2023-3** An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Chester County And [Project Power]; The Inclusion Of Certain Real Property Located In Chester County In A Multi-County Industrial Park; The Provision Of Credits Against Fee In Lieu Of Tax Payments; The Execution And Delivery Of Such Documents As May Be Necessary To Effect The Intent Of This Ordinance; And Other Matters Related Thereto. [Project Power.] No one signed up to speak

**c. 3<sup>rd</sup> Reading of 2023-9** An Ordinance for Social Media Policy.

Jennifer Brecheisen, 165 York St, Chester was opposed to the policy stating it violated her rights to free speech.

Apollo Brecheisen, 165 York St, Chester was opposed to the policy stating it violated his rights to free speech.

## 7. Ordinances/Resolutions/Proclamations

**a. 3<sup>rd</sup> Reading of 2022-18** An Ordinance Authorizing An Amendment To The Master Agreement Governing The York-Chester Industrial Park By And Between Chester County, South Carolina (The “County”) And York County, South Carolina (“York County”) To Enlarge The Boundaries Of The Joint County Industrial Park To Include Certain Real Property Located In Chester County; And Other Matters Related Thereto. [Project Power]. Councilman Vaughn motioned to approve, second by Vice Chairman Wilson. Unanimous vote.

**b. 3<sup>rd</sup> Reading of 2023-3** An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Chester County And [Project Power]; The Inclusion Of Certain Real Property Located In Chester County In A Multi-County Industrial Park; The Provision Of Credits Against Fee In Lieu Of Tax Payments; The Execution And Delivery Of Such Documents As May Be Necessary To Effect The Intent Of This Ordinance; And Other Matters Related Thereto. [Project Power]. Vice Chairman Wilson motioned to approve, second by Councilman Killian. Unanimous vote.

**c. 3<sup>rd</sup> Reading of 2023-9** An Ordinance for Social Media Policy.

Councilman Killian motioned to approve, second by Councilwoman Mosley. Councilwoman Mosley asked if this could be postponed to the April 3<sup>rd</sup> meeting to gather more information for a better way to handle the situation without it being unfair to the public. She withdrew her second and Councilman Killian withdrew his motion. Councilwoman Mosley motioned to postpone the third reading to the April 3<sup>rd</sup> Council meeting, second by Councilman Killian. Unanimous vote.

**d. 3<sup>rd</sup> Reading of Reading 2023-7** An Ordinance to amend County Council Rules of Procedure Section 2-59 Appearances by Citizens. *Public Hearing held 3-6-23.* Councilman Vaughn motioned to approve, second by Vice Chairman Wilson. Unanimous vote.

**e. 2<sup>nd</sup> Reading of 2023-6** An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Chester County, South Carolina And A Company Or Companies Known To The County At This Time As “Project Raven” With Respect To Certain Economic Development Property In The County, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes, Including The Provision Of Payments For Certain Investments In Infrastructure And Providing For The Inclusion Of The Company Or Companies Property In A Multi-County Industrial And Business Park; And Other Matters Related Thereto. Councilman Guy motioned to approve, second by Councilman Agee. Unanimous vote.

**f. 2<sup>nd</sup> Reading of 2023-10 An Ordinance Authorizing (1) The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Chester County, South Carolina, And A Company Identified For The Time Being As Project 2187, Acting On Behalf Of Itself And/Or Any Affiliates Or Other Project Investors, To Provide For Certain Special Source Revenue Credits In Connection With The Establishment Of Certain Facilities Located In Chester County; (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company And The Property; And (3) Other Related Matters.** Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Unanimous vote.

**g. Resolution 2023-6 A Resolution Authorizing (1) The Execution And Delivery Of A First Amendment To That Certain Fee In Lieu Of Tax And Incentive Agreement, Dated As Of June 5, 2017, By And Between Chester County, South Carolina (The "County") And TDY Industries, LLC (The "Company") To Provide For Extension Of The Fee In Lieu Of Tax Term; (2) The Execution And Delivery Of A First Amendment To That Certain Fee In Lieu Of Tax And Incentive Agreement, Dated As Of November 20, 2017, By And Between The County And The Company To Provide For Extension Of The Fee In Lieu Of Tax Investment Period; And (3) Other Matters Related Thereto. [Project 2271].** Councilman Agee motioned to approve, second by Councilwoman Mosley. Unanimous vote.

## **8. Old Business**

### **a. Update regarding the Gateway Steering Committee. - Fred Castles.**

Mr. Castles stated at the past workshop with Council, Council had asked for them to bring back their priorities list. The first on the list was to update the enabling act for the committee. Second- have the high mast lighting installed. Three- redesign the road and possibly use c-fund money. Four-update the Gateway Master plan. Chairman Branham stated he would like to postpone any issues and have it back on the April 17 agenda. It would give Mr. Hester time to look at the issues and become more familiar with the Gateway Steering Committee and come up with some suggestions about what Council can or cannot do. Councilman Vaughn motioned to postpone to the April 17<sup>th</sup> meeting, second by Councilwoman Mosley. Unanimous vote.

## **9. New Business**

### **a. Approval of Bid RFP2223-08 Chester County Lawn Maintenance to Jay's Lawn Maintenance & Landscaping in the amount of \$3408.00 per month for 15 months. -Susan Cok.**

Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.

**b. Council to reimburse budgeted funds of \$2175.88 dollars to North Chester Fire Department for specialized grass and woods firefighting equipment from a South Carolina Forestry Commission 50/50 grant match.** Vice Chairman Wilson motioned to approve, second by Councilwoman Mosley. Unanimous vote.

### **c. Ensuring Good Jobs for Chester County Citizens. - Maggie James and William Roddey.**

Mr. Roddey and Mrs. James stated they were concerned that GITI had not fulfilled their promise to create 1300 jobs when they came in 2014. Currently GITI only has around 589 employees, they also presented to Council a petition with more than 500 signatures demanding Council to look into this matter.

## **Executive Session**

Councilman Guy motioned to go to executive session, second by Councilwoman Mosley. Unanimous vote.

**a. To receive legal advice regarding Project Raven. - Bond Attorney Kozlarek.**

**b. To receive legal advice regarding Project 2273. -Attorney Winters.**

**10. Council Actions Following Executive Session**

Councilwoman Mosley motioned to go back to regular session, second by Councilman Killian. Unanimous vote.

**a. Action taken regarding Project Raven.** Taken as information only.

**b. Action taken regarding Project 2273.** Taken as information only.

**11. Council Comments**

Councilman Vaughn stated the opening of the Whitewater in Great Falls the past weekend was a phenomenal success. People came from all over the country to take advantage of it. It will help boost even more economic development growth for Chester County.

Councilman Killian welcomed Mr. Hester and stated he hopes he does good for Chester County.

Vice Chairman Wilson echoed the same and said it was exciting that Mr. Hester already lives in Chester County.

Mr. Hester stated he had already paid his taxes on his vehicles here.

**12. Adjourn**

Vice Chairman Wilson motioned to adjourn, second by Councilwoman Mosley. Unanimous vote.

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.

KI

Time: 8:45PM

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR CHESTER COUNTY  
ORDINANCE NO. 2023-10

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA, AND RUTABAGA HOLDINGS, LLC, ACTING ON BEHALF OF ITSELF AND/OR ANY AFFILIATES OR OTHER PROJECT INVESTORS, TO PROVIDE FOR CERTAIN SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE ESTABLISHMENT OF CERTAIN FACILITIES LOCATED IN CHESTER COUNTY; (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROPERTY; AND (3) OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina (“County”), acting by and through its County Council (“Council”) is authorized by the Code of Laws of South Carolina 1976, as amended (“Code”) and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 hereof, and Section 4-29-68 of the Code (collectively, “Park Act”), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide special source revenue credits (“Special Source Credits”) to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project or for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) in order to facilitate the grant of Special Source Credits to such investors;

WHEREAS, Rutabaga Holdings, LLC, previously identified as Project 2187, acting for itself, one or more affiliates, and/or other project sponsors (collectively, “Company”), is considering the establishment of certain facilities at one or more locations in the County to be operated primarily for solar electric power generation and related activities at a site in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, “Project”), including, but not limited to, land more fully described on Exhibit A attached hereto and made a part hereof (“Project Site”);

WHEREAS, the Company anticipates that, should plans proceed as expected, investment in the Project will equal or exceed \$70,000,000 within the County;

WHEREAS, in accordance with and to the extent provided by Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equivalent to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such exemption (each, a “Fee Payment”);

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, the County and York County, South Carolina have jointly developed a Park (“Chester-York Park”) by entering into the “Master Agreement Governing the York-Chester Industrial Park,” dated as of December 31, 2012 (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, “Chester-York Park Agreement”), a copy of which is attached as Exhibit A to this Ordinance;

WHEREAS, the County has determined to provide for inclusion of the Project within the boundaries of the Chester-York Park, if such property is not already so included, and the County has determined to maintain such real and personal property within the boundaries of the Chester-York Park, or a replacement

maintain such real and personal property within the boundaries of the Chester-York Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Credits set forth in greater detail herein;

WHEREAS, the County, as further inducement for location of the Project in the County, and in accordance with the Park Act, as set forth herein, has determined that the County shall provide Special Source Credits against each Fee Payment due with respect to the Project, all as set forth in greater detail herein and in a Special Source Revenue Credit Agreement by and between the County and the Company with respect to the Project (“Special Source Revenue Credit Agreement”), the substantially final form of which is presented to this meeting, and which is to be dated as of April 3, 2023, or such other date as the parties may agree, and in which the County and the Company have agreed to the specific terms and conditions of such arrangements;

WHEREAS, it appears that the Special Source Revenue Credit Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Special Source Revenue Credit Agreement.

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

Section 1. The County intends to use its commercially reasonable efforts to include to Property, as described on Exhibit B to this Ordinance, in the boundaries of the Chester-York Park, if not already so included, and thereafter maintain within the boundaries of the Chester-York Park or a successor or replacement Park, the Project for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Credits set forth in the Special Source Revenue Credit Agreement.

Section 2. The form, provisions, terms, and conditions of the Special Source Revenue Credit Agreement, attached as Exhibit C to this Ordinance, and presented to this meeting and filed with the Clerk of County Council be and hereby are approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if such Special Source Revenue Credit Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council, the County Administrator, and the Clerk of the County Council be, and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Special Source Revenue Credit Agreement in the name and on behalf of the County, and thereupon to cause the Special Source Revenue Credit Agreement to be delivered to the Company. The Special Source Revenue Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the County and as shall be approved by the County’s economic development counsel and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Special Source Revenue Credit Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and all other appropriate officials of the County are hereby each authorized, empowered, and directed to execute, deliver, and receive any other agreements and documents as may be required by the County in order to carry out, give effect to, consummate the transactions authorized by this Ordinance, and do any and all things reasonably necessary and prudent to effect the execution and delivery of the Special Source Revenue Credit Agreement and the performance of all obligations of the County under and pursuant to the Special Source Revenue Credit Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and



provisions hereunder.

Section 5. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment after the public hearing and third reading.

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

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Joe Branham  
Chairman, County Council

[SEAL]

Attest:

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

First Reading:     March 6, 2023  
Public Hearing:     March 20, 2023  
Second Reading:    March 20, 2023  
Third Reading:     April 3, 2023

**EXHIBIT A**  
**MASTER AGREEMENT GOVERNING THE YORK-CHESTER INDUSTRIAL PARK**  
(DECEMBER 31, 2012)  
[SEE ATTACHED]

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**MASTER AGREEMENT  
GOVERNING THE  
YORK-CHESTER INDUSTRIAL PARK**

**BETWEEN**

**CHESTER COUNTY, SOUTH CAROLINA**

**AND**

**YORK COUNTY, SOUTH CAROLINA**

**DECEMBER 31, 2012**

**PREPARED BY:**

**PARKER POE ADAMS & BERNSTEIN LLP  
1201 MAIN STREET, SUITE 1450  
COLUMBIA, SOUTH CAROLINA 29201  
803.255.8000**

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**INSTRUCTIONS  
FOR  
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. HOWEVER, THE FEE-IN-LIEU PAYMENTS MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT. WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE THE FILOT RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.

**THIS MASTER AGREEMENT** (“Agreement”), effective December 31, 2012 (“Effective Date”), between Chester County, South Carolina (“Chester”), a political subdivision of the State of South Carolina (“State”), and York County, South Carolina (“York”), a political subdivision of the State (York with Chester, collectively, “Counties,” each, a “County”), is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated section 4-1-170 (collectively, “MCIP Law”).

#### **RECITALS:**

**WHEREAS**, the Counties are permitted by the MCIP Law to create one or more multi-county industrial/business parks;

**WHEREAS**, as provided under MCIP Law, to promote the economic welfare of their citizens, the Counties previously created one or more multi-county industrial parks (each, “MCIP”) and executed and delivered one or more agreements governing each MCIP (each, “Phase Agreement”);

**WHEREAS**, since execution and delivery of each Phase Agreement, each County has placed real and personal property in each MCIP;

**WHEREAS**, because of the passage of time, the inclusion of numerous parcels in each MCIP, and changes in South Carolina law, the Counties desire to create the “York-Chester Industrial Park” (“Park”) and combine each existing Phase Agreement and the boundaries of each MCIP, a copy of the description of each parcel is contained, for property located in Chester, on *Exhibit A-1* and, for property located in York, on *Exhibit A-2* into the Park;

**WHEREAS**, by Chester Ordinance No. 12-03-12A and York Ordinance No. 3412 the Counties ratified each Phase Agreement and each MCIP and authorized the execution of this Agreement to (i) merge each Phase Agreement into the Agreement, (ii) combine the boundaries of each MCIP into the Park, and (iii) govern the future inclusion of real and personal property in and expansion of the boundaries of the Park;

**WHEREAS**, in *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001) (“*Horry County Case*”), the South Carolina Supreme Court provided guidance regarding the MCIP Law and established requirements for the contents of multi-county industrial/business park agreements; and

**WHEREAS**, the Counties adopt this Agreement as the governing document for the Park and intend it to meet the requirements of the MCIP Law and the *Horry County Case*.

**NOW, THEREFORE**, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

#### **ARTICLE I PARK BOUNDARIES**

##### **Section 1.01. Park Boundaries.**

(a) The Park consists of all real and personal property (“Property”) described on Exhibit A-1 and A-2. A County may increase the Park’s boundaries, from time to time, unilaterally, by adopting an approving resolution or ordinance approving the increase in the Park’s boundaries. This Agreement is amended, without further action by either County’s governing body, once the County approving the increase delivers to the other County a copy of the approving resolution or ordinance and a description of the additional parcel to be included in that County’s Exhibit.

(b) The Counties may decrease the Park’s boundaries, from time to time, by each County adopting a

resolution or ordinance, approving the decrease in the Park's boundaries. Prior to a decrease in the Park's boundaries, the County in which the parcel to be removed is located shall hold a public hearing. That County shall publish notice of the public hearing in a newspaper of general circulation in that County at least once, not less than 15 days prior to the public hearing. This Agreement is amended, without further action by either County's governing body, once each County has adopted its approving resolution or ordinance and the County in which the parcel to be removed is located delivers to the other County an amended Exhibit A-x, without a description of the removed parcel.

(c) Notwithstanding any part of this Agreement to the contrary, neither County shall diminish the Park's boundaries, without consent from the owner (or lessee) of a parcel of Property, until the end of the 40<sup>th</sup> calendar year following the end of the calendar year in which that owner's (or lessee's) parcel of Property was included in the Park.

## ARTICLE II TAX STATUS OF PROPERTIES LOCATED IN THE PARK

**Section 2.01. *Constitutional Exemption from Taxation.*** Under the MCIP Law, during this Agreement's term, Property is exempt from all *ad valorem* taxation.

**Section 2.02. *Fee-in-Lieu of Taxes.*** Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

**Section 2.03. *Negotiated Fee-in-Lieu of Taxes.*** The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated fee-in-lieu of *ad valorem* taxes incentive with either County (collectively Sections 2.02 and 2.03, are "FILOT Revenue").

## ARTICLE III SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK

**Section 3.01. *Expense Sharing.*** The Counties shall share all expenses related to the Park. If the parcel of Property is located in Chester, then Chester shall bear 100% of the expenses. If the parcel of Property is located in York, then York shall bear 100% of the expenses.

### **Section 3.02. *FILOT Revenue Sharing.***

(a) The Counties shall distribute revenue generated in the Park from a source other than FILOT Revenue directly to the County in which the revenue is generated, to be expended in any manner as that County deems appropriate.

(b) The Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Chester: Chester, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to York.

(ii) For Property located in York: York, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to Chester.

### **Section 3.03. *FILOT Revenue Distribution in Each County.***

(a) According to *Horry County* Case, each County is required to set forth the distribution method of FILOT Revenue in that County, after distribution of FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Chester:

(A) and included in an MCIP prior to the effective date of this Agreement, but excluding the items in (B), the FILOT Revenue shall be distributed to Chester and the political subdivisions in Chester that would levy tax millage on the Property if the Property were not located in the Park on a *pro rata* basis according to the tax millage Chester and the political subdivisions in Chester would otherwise levy on the Property if the Property were not located in the Park. The portion of FILOT Revenue distributed to the school district pursuant to this subsection shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.

(B) and subject to the agreements listed in (I) through (IV) below, Chester elects to retain 100% of the FILOT Revenue:

(I) Fee Agreement dated as of October 5, 2009 with Southeastern Petroleum, LLC;

(II) Fee-In-Lieu of *Ad Valorem* Taxes Agreement effective February 20, 2012 with Jones-Hamilton Co.;

(III) Infrastructure Credit Agreement dated as of April 2, 2012, with Rolled Alloys, Inc. and Crenshaw Leasing, LLC; and

(IV) Fee Agreement dated September 4, 2012 with Boral Stone Products, LLC.

(C) and included in the Park on or after the effective date of this Agreement, Chester, unless an alternative distribution of FILOT Revenue is set forth in the ordinance or resolution of Chester including the Property in the Park, elects to retain 70% of the FILOT Revenue and distribute the remaining 30% of the FILOT Revenue to the school district. The portion of the FILOT Revenue distributed to the school district shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.

(ii) For Property located in York: FILOT Revenues shall be distributed to York and the political subdivisions in York in accordance with the applicable governing ordinance of York in effect from time to time.

(iii) Each County elects to retain 100% of the 1.0% of the FILOT Revenue received from the other County.

(b) Each County, by adoption of an ordinance in that County, may unilaterally amend its internal distribution method.

**Section 3.04. Annual Report and Disbursement.** Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.



**ARTICLE IV  
MISCELLANEOUS**

**Section 4.01. *Jobs Tax Credit Enhancement.*** The Company is entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

**Section 4.02. *Assessed Valuation.*** For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

**Section 4.03. *Records.*** Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

**Section 4.04. *Applicable Law.*** To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede state or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

**Section 4.05. *Law Enforcement.*** The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County.

**Section 4.06. *Binding Effect of Agreement.*** This Agreement is binding after executed by the Counties.

**Section 4.07. *Severability.*** If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

**Section 4.08. *Complete Agreement: Amendment.*** This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

**Section 4.09. *Counterpart Execution.*** The Counties may execute this Agreement in multiple counterparts.

**Section 4.10. *Termination.*** Notwithstanding any part of this Agreement to the contrary, neither County shall terminate this Agreement, without consent from the owner (or lessee) of any Property, until the end of the 50<sup>th</sup> calendar year following the end of the calendar year in which this Agreement becomes effective.

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

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

By: R. Pauline Roadley  
County Council Chair/Supervisor

(SEAL)  
ATTEST:

Carolyn S. Clayton  
Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman of County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk of County Council

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
County Council Chair/Supervisor

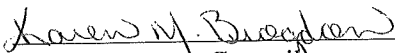
(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By:   
Chairman of County Council

(SEAL)  
ATTEST:

  
Clerk of County Council

**EXHIBIT A-1**  
**CHESTER COUNTY PROPERTY DESCRIPTION**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

COMPANY NAME	TAX MAP NO.	NOTES
AMERICAN CARBON	098-00-00-166-000	
BORAL STONE PRODUCTS, LLC	098-00-00-159-00	Former Owens Corning Fee; Record owner is Lexington Chester Industries
JONES-HAMILTON CO.	146-00-00-043-000; 146-00-00-001-000	
L&C RAILROAD		see list below
LEXINGTON-OWENS	098-00-00-159-000	Record Owner is Lexington Chester Industries
OUTOKUMPU	115-00-00-130-000	Formerly Avesta; Record Owner is Harold P. Tuttle, Jr.
POLY EASTERN INC.	97-80; 98-105; 98-130	Record Owner is Mars
PPG	098-00-00-076-000	Includes two fee arrangements
ROLLED ALLOYS	115-00-00-218-000	Record Owner is Crenco Food Stores, Inc.
SOUTHEASTERN PETROLEUM	098-00-00-171-000	Record Owner is Green Phoenix Energy LLC
TDY INDUSTRIES	136-00-00-053-000	Record Owner is Chester County

L&C Railroad

All or some portion of Tax Map Nos.:

204-01-02-021  
204-01-02-055  
097-00-00-065  
097-00-00-080  
098-00-00-172  
098-00-00-129  
098-00-00-104  
098-00-00-173  
098-00-00-002  
201-05-15-001

lying in the unincorporated areas of Chester County, South Carolina (full property descriptions to be appended and table to be updated after third reading).

**EXHIBIT A-2  
YORK COUNTY PROPERTY DESCRIPTION**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

<b>COMPANY NAME</b>	<b>TAX MAP NO.</b>	<b>NOTES</b>
ABI FISHER RD. LLC	020-09-01-034	
ACTION STAINLESS & ALLOWS INC	589-01-01-199	
AGNES SLACK LP OF GEORGIA % RON SLACK	674-00-00-007	
ANTRIM GROUP, LLC	669-04-01-035; 669-04-01-044	
ARA INVESTMENTS LLC	020-20-01-001	
ATS CAROLINA INC.	700-01-01-018	
BAILEY PATRICK PROPERTY LLC	722-00-00-021	
BANK OF NORTH CAROLINA	490-00-00-001; 490-00-00-011	
BEACON #27, LLC	653-00-00-016; 655-00-00-043; 655-00-00-396	
BI-LO, LLC	595-08-01-001	
BLACKWELL, WILLIAM D. & LYNN B.	617-00-00-084; 617-00-00-086	
BFP SOUTH CAROLINA LLC STEPHEN BOLLIER	628-04-01-006	
BOSHAMER ULF	010-07-01-003	
BRF LLC	674-00-00-002; 674-00-00-003	
CAROLINA FOODS INC.	670-00-00-080; 670-00-00-112	
CARTER, DEMPSEY WEBB JR.	368-00-00-015	Subject to final approval by County Auditor
CATAWBA CARE COALITION INC.	628-04-01-013	
C C DICKSON CO.	628-04-01-008; 628-04-01-011; 628-04-01-012	
CFREP KINGSLEY #1 LLC	020-09-01-006	
CITY OF ROCK HILL	532-01-01-003; 628-04-01-001; 628-09-05-005; 630-10-02-001; 630-10-02-002; 630-10-02-003; 630-10-02-004; 630-10-02-005; 630-10-02-006; 630-10-02-007; 630-10-02-008; 630-10-02-009;	

	630-10-02-010; 630-10-02-011; 630-10-02-012; 630-10-02-013; 630-10-02-014; 630-10-02-015; 630-10-02-016; 630-10-02-017; 630-10-02-018; 630-10-02-019; 630-10-03-009; 630-10-04-001; 630-10-04-002; 630-10-04-003; 630-10-04-004; 630-10-04-007; 630-10-04-008; 667-01-01-006	
CLARENCE H & S ALBRIGHT F L P % NED ALBRIGHT	620-00-00-005	
CLEAR SPRINGS – BRADLEY PARK LLC	020-13-01-063; 020-13-01-066	
C M STEEL INC	490-00-00-042	
COX, JANATHA CECIL ET AL TRUSTEE	669-04-01-064	
CRANE, JAMES A. JR.	070-15-01-023	
CRESCENT RESOURCES INC.	488-00-00-003; 490-00-00-014; 658-00-00-002; 721-00-00-052; 721-00-00-053; 721-00-00-054; 722-00-00-007; 722-00-00-008; 723-00-00-056; 723-00-00-053; 723-00-00-052;	
DLKB, LLC	368-00-00-016	
EASTGROUP PROPERTIES LP	700-01-01-038	
EBARA INTERNATIONAL CORP	700-01-01-024	
FCD-1997 GP INC. & TCP SOUTHEAST #45 INC.	020-20-01-003	
FORT MILL ASSOCIATES LLC %LOT PURSER & ASSOC INC.	655-00-00-037	
GOETTERT INC.	628-04-01-007	
GOLD HILL ENTERPRISES LLC	716-00-00-070	
GREENS OF RH LLC	662-07-01-095	
GROUP I REALTY INC.	700-01-01-017	
HACKETT LIMITED PARTNERSHIP	669-04-01-013; 669-04-01-014	

HARKEY, FRANK E, JR. & JOYCE D.	490-00-00-017	
HARKEY, RUSSELL D.	490-00-00-015	
HARTMANN USA INC.	628-04-01-002	
HELLA CORPORATE CENTER USA INC.	400-00-00-015	
HILL GRAY SEVEN LLC	655-00-00-041	
HYDRA PLATFORMS MFG. INC	669-04-01-063	
IRP LLC	720-00-00-002	
JOHNSON REALTY CO. % BENJAMIN A. JOHNSON, PRES.	620-00-00-012	
JOHNSTON FARMS LLC % R ALEX MILLER	670-00-00-122	
KANAWHA LAND COMPANY % R W NORMAN	665-00-00-001	
KINGSLEY #4 LLC	020-09-01-017	
KINGSLEY #5 LLC	020-09-01-019	
LAKEMONT INDUSTRIAL HOLDING CO.	723-00-00-067	
LAKESHORE INDUSTRIAL LTD PSHIP % STANTINE LAKESHORE PROP LLC	628-04-01-005	
LANDMARK PLAZA INC.	716-00-00-068	
LAZY HAWK PROPERTY OWNERS	617-00-00-026; 617-00-00-085	
LEGACY PROPERTY INVESTMENTS XI LTD	653-00-00-022	
LIC CHARLOTTE OFFICE BUILDING INC.	716-00-00-011	
THE LINK AT WATERFORD, LLC	700-01-01-003	
MCCOY, ELIZABETH W. & KATHERINE C. MCCOY	671-00-00-050; 696-00-00-001; 696-00-00-021	
MORRIS, EARL R. JR. & SANDRA FOSTER	599-00-00-016	Subject to final approval by County Auditor
MREIC SOUTH CAROLINA LLC	721-00-00-012	
MUZAK LLC	723-00-00-068	
NORMAN DEVELOPMENT COMPANY INC.	622-00-00-012; 020-23-01-007	
NORTHLAKE I LIMITED PARTNERSHIP %THE TUTTLE CO.	628-19-01-001	
NORTH SAFETY PRODUCTS INC.	010-05-12-088	
PFG CUSTOMIZED SOUTH CAROLINA LLC	670-00-00-081; 670-00-00-187	
PIEDMONT STATION LLC	593-05-04-004	
PHILLIPS, MELISSA PAULINE M.	490-00-00-002	Subject to final approval by County Auditor
PURSLEY, WILLIAM STEVENSON, JR. & JEAN CAROTHERS	696-00-00-014	
REFORMED THEOLOGICAL SEMINARY	589-01-01-021	
RETFORD INVESTMENTS LLC	662-07-01-090	
RIVERCROSSING PROPERTY OWNERS	020-20-01-004	

ASSOCIATION INC.		
ROCK HILL ECONOMIC DEVELOPMENT	700-01-01-012; 700-01-01-013	
ROCK HILL ECONOMIC DEV CORP	700-01-01-022; 700-01-01-030; 700-01-01-036	
ROCK HILL ECONOMIC DEV CORP % CITY OF ROCK HILL	628-04-01-010; 700-01-01-028; 700-01-01-029;	
ROCK HILL INDUSTRIAL PARK INC. % F S BARNES III	666-00-00-032	
ROCK HILL I REALTY, LLC	595-08-01-002	
ROCK HILL TELEPHONE CO.	628-09-05-006; 700-01-01-039	
ROSS DRESS FOR LESS INC.	669-04-01-062; 669-04-01-089; 721-00-00-050; 721-00-00-063; 721-00-00-069	
ROSS STORES INC.	721-00-00-069	
SIEBE PROPERTIES LLC	010-05-012-089; 010-05-12-090	
SILVER LINING INVESTMENTS LLC	628-04-01-009	
SOUTHCROSS LLC	662-07-01-069; 662-07-01-087	
SOUTHCROSS OWNERS, LLC	662-07-01-089; 662-07-01-091; 662-07-01-092	
SPRINGLAND INC	020-13-01-065; 020-21-01-292; 020-21-01-295; 020-21-01-294; 020-21-01-293	
STAR PLAZA LLC % ARLEEN VALDEZ	020-20-01-005	
SUN AND STAR ENTERPRISES LLC	655-00-00-040	
SUTTON, THOMAS D.	542-00-00-095	
SYNOVOUS BANK NBSC/DIV SYNOVOUS %MANAGER ASSETS DIVISION	716-00-00-002; 716-00-00-007; 716-00-00-008; 716-00-00-009; 716-00-00-013; 716-00-00-014; 716-00-00-045; 716-00-00-052; 716-00-00-055; 716-00-00-069;	
THE WILLIAMS & LESSLIE TRUSTS PARTNERSHIP	669-04-01-011; 671-00-00-049; 696-00-00-018;	



	696-00-00-027	
TKC CLII, LLC	722-00-00-001	
TKE, LLC	662-07-01-088	
TOM CAT TOO, LLC	617-00-00-001	
TRUSTEES OF EAST CLOVER CHURCH OF GOD	010-06-01-003	
TYCO ELECTRONICS CORPORATION	674-00-00-006	
ULTRA ADDITIVES LLC	010-09-01-006	
UNITED STATES POSTAL SERVICE LAW DEPARTMENT	010-06-01-005	
WALTON SOUTH CAROLINA LLC	599-04-03-002; 599-07-01-002	
WILLIAMS ANTRIM LLC % JANE W. SOUTHWELL	671-00-00-075; 696-00-00-020	
WILLIAMS, STEVEN B. & SHERRIE D.	490-00-00-031	
WORKSPACE RESOURCES LLC	628-04-01-018	
YFP TIMBER LLC	720-00-00-017	
YORK COUNTY	398-00-00-006; 398-00-00-019	
CURRENCE, BARBARA A.	655-00-00-025	Subject to final approval by County Auditor
YORK COUNTY NATURAL GAS AUTHORITY	368-00-00-019	
YORK ELECTRIC COOPERATIVE INC.	400-00-00-001; 400-00-00-002	

**EXHIBIT B**  
**PROPERTY DESCRIPTION**

**PARCEL 2**

All that piece, parcel or tract lying and being situated in Chester County, South Carolina described in deed book 1070 & page 13 recorded in Chester County, South Carolina register of deeds. Being more particularly described as follows. Beginning from a #4 rebar with cap lying along the Northwest portion corner of said property: Thence the following (26) courses in a clockwise direction:

1. Thence a bearing of N26° 47' 26"E and a distance of 1173.28' to a found 1" pipe;
2. Thence a bearing of N60° 05' 07"E and a distance of 1366.57' to a found #5 rebar;
3. Thence a bearing of N72° 20' 22"E and a sub-distance 38.67' passing through a calculated point, continuing a sub-distance of 151.33' to a set #5 rebar;
4. Thence a bearing of S29° 33' 36"E and a distance of 1096.00' to a found #8 rebar;
5. Thence a bearing of S07° 01' 11"E and a distance of 68.16' to a found #5 rebar;
6. Thence a bearing of S13° 47' 51"E and a sub-distance of 284.41' passing through 1/2" pipe, continuing a sub-distance 689.21' to a found #5;
7. Thence a bearing of S25° 44' 38"E and a distance of 54.15' to a found 1/2" pipe;
8. Thence a bearing of S25° 55' 39"E and a distance of 76.87' to a found 1/2" pipe;
9. Thence a bearing of S14° 28' 07"W and a distance of 299.90' to a set #5 rebar;
10. Thence a bearing of S14° 31' 53"E and a distance of 44.98' to a set #5 rebar;
11. Thence a bearing of S26° 01' 53"E and a distance of 280.90' to a set #5 rebar;
12. Thence a bearing of S13° 58' 07"W and a distance of 1238.58' to a found 3/4" pipe disturbed;
13. Thence a bearing of S32° 30' 00"E and a distance of 69.00' to a set #5 rebar;
14. Thence a bearing of S10° 30' 00"E and a distance of 300.00' to a set #5 rebar;
15. Thence a bearing of S15° 00' 00"E and a distance of 670.00' to a set #5 rebar;
16. Thence a bearing of S07° 30' 00"W and a distance of 163.00' to a set #5 rebar;
17. Thence a bearing of S15° 00' 00"W and a distance of 100.00' to a set #5 rebar;
18. Thence a bearing of S04° 57' 46"E and a distance of 51.54' to a set #5 rebar;
19. Thence a bearing of N70° 13' 12"W and a sub-distance of 1615.10' passing through to a found #4 rebar, a sub-distance 947.07' passing through a found axl, continuing 29.14' to a calculated point;
20. Thence a bearing of N20° 15' 15"E and a distance of 678.45' to a calculated point;
21. Thence a bearing of N20° 02' 27"E and a distance of 217.17' to a calculated point;
22. Thence a curve to the right having a radius of 1981.87' a chord bearing of N23° 09' 16"E and chord distance of 320.98', an arc length 321.33' to a calculated point;
23. Thence a curve to the right having a radius of 7070.40' a chord bearing of N30° 38' 46"E and chord distance of 216.79', an arc length 216.80' to a calculated point;
24. Thence a bearing of N31° 54' 16"E and a distance of 420.89' to a calculated point;
25. Thence a curve to the right having a radius of 1374.21' a chord bearing of N23° 06' 16"E and chord distance of 419.92', an arc length 421.57' to a calculated point;
26. Thence a bearing of N69° 27' 56"W and a sub-distance 31.47' passing through a #5 rebar, continuing a sub-distance of 1,261.33' to the point of beginning.

Less and except property of now or formerly Matthew H. Wishert described in deed book 998 and page 106 recorded in Chester County, South Carolina register of deeds.

CONTAINING: Said described parcel contains 8,974,302 square feet (192.75 acres), more or less  
TMS# 144-00-00-019-000

### PARCEL 3

All that piece, parcel or tract lying and being situated in Chester County, South Carolina described in deed book 1070 & page 13 recorded in Chester County, South Carolina register of deeds. Being more particularly described as follows. Beginning from a 3/4" pipe lying along the Northerly portion of said property: Thence the following (15) courses in a clockwise direction:

1. Thence a bearing of N 88°53'04" E and a distance of 214.17' to a set #5 rebar;
2. Thence a bearing of S 78°12'11" E and a distance of 992.80' to a set #5 rebar;
3. Thence a bearing of S 84°58'29" E and a distance of 450.02' to a set #5 rebar;
4. Thence a bearing of S 62°02'16" E and a distance of 888.38' to a found #4 rebar;
5. Thence a bearing of S 45°46'38" W and a sub-distance of 805.00' passing through a set #5 rebar, continuing a sub-distance of 739.00 feet to a found t-post;
6. Thence a bearing of S 39°25'43" E and a distance of 1633.56' to a set #5 rebar;
7. Thence a bearing of N 87°08'33" W and a distance of 1989.52' to a set #5 rebar;
8. Thence a bearing of N 89°12'27" W and a sub-distance of 185.84' to found 1/2" pipe, continuing a sub-distance 332.46' to a found #5 rebar set;
9. Thence a bearing of S 89°44'33" W and a distance of 86.60' to a found 3/4" pinched pipe;
10. Thence a bearing of S 37°06'49" W and a sub-distance of 66.16' to a found 1/2" bent pipe;
11. Thence a bearing of S 87°24'09" W a sub-distance of 45.53' to a found 1/2" pinched pipe, continuing a sub-distance of 857.20' to found 1" disturbed pipe;
12. Thence a bearing of N 06°45'37" E and a distance of 2246.89' to a found 1" pipe;
13. Thence a bearing of N 11°01'18" E and a distance of 533.02' to a found 3/4" pipe;
14. Thence a bearing of N 52°27'12" E and a distance of 118.78' to a found 1/2" pipe;
15. Thence a bearing of N 77°57'21" E and a distance of 739.39' to the point of beginning.

CONTAINING: Said described parcel contains 8,093,733 square feet (185.81 acres), more or less  
TMS# 155-00-00-025-000

PARCEL 4

*ALL THAT PIECE, PARCEL OR TRACT LYING AND BEING SITUATED IN CHESTER COUNTY, SOUTH CAROLINA DESCRIBED IN DEED BOOK 1070 &: PAGE 13 RECORDED IN CHESTER COUNTY, SOUTH CAROLINA REGISTER OF DEEDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEGINNING FROM A #5 REBAR WITH CAP LYING AT THE NORTHWEST CORNER OF SAID PROPERTY: THENCE THE FOLLOWING (6) COURSES IN A CLOCKWISE DIRECTION:*

- 1. THENCE A BEARING OF N 83°03'20" E AND A DISTANCE OF 2034.89' TO A FOUND #5 REBAR;*
- 2. THENCE A BEARING OF S 14°26'12" W AND A SUB-DISTANCE OF 1637.44' PASSING THROUGH A SET #5 REBAR, CONTINUING A SUB-DISTANCE 33.06' TO A CALCULATED POINT;*
- 3. THENCE A BEARING OF N 72°14'48" W AND A DISTANCE OF 1171.50' TO A CALCULATED POINT;*
- 4. THENCE A CURVE TO THE LEFT, HAVING A RADIUS OF 1508'; A CHORD BEARING N 82°31'10" W AND A CHORD DISTANCE OF 594.74', AN ARC LENGTH 598.67' TO A CALCULATED POINT;*
- 5. THENCE A BEARING OF N 06°52'21" E AND A SUB-DISTANCE OF 27.69' PASSING THROUGH 1" PIPE, CONTINUING A SUB-DISTANCE OF 207.73' TO A FOUND 1/2" PIPE;*
- 6. THENCE A BEARING OF N 05°59'04" E AND A DISTANCE OF 707.22' TO THE POINT OF BEGINNING.*

*CONTAINING; SAID DESCRIBED PARCEL CONTAINS 2,328,674 SQUARE FEET (53.46 ACRES), MORE OR LESS*

TMS# 144-00-00-022-000

PARCEL 5

All that piece, parcel or tract lying and being situated in Chester County, South Carolina described in deed book 1070 & page 13 recorded in Chester County, South Carolina register of deeds. Being more particularly described as follows. Beginning from an angle iron lying at the Northeast corner of said property: Thence the following (18) courses in a clockwise direction:

1. Thence bearing of S 30°25'09" W and a distance of 968.17' to a found #5 rebar;
2. Thence bearing of S 38°58'11" W and a distance of 1536.21' to a found #8 rebar;
3. Thence bearing of N 29°33'36" W a distance of 1096.00' to a set #5 rebar;
4. Thence bearing of S 72°20'22" W and a distance of 151.33' to a calculated point;
5. Thence bearing of N 13°33'43" E and a distance of 1993.46' to a found #5 rebar ;
6. Thence bearing of N 28°47'57" E and a distance of 139.32' to a calculated point;
7. Thence bearing of N 37°49'05" E and a distance of 185.00' to a found #4 rebar;
8. Thence bearing of S 54°00'27" E and a distance of 67.55' to a found #5 rebar;
9. Thence bearing of S 41°12'34" W and a distance of 87.89' to a calculated point;
10. Thence bearing of S 35°40'03" W and a distance of 100.52' to a calculated point;
11. Thence bearing of S 29°04'12" W and a distance of 106.09' to a calculated point;
12. Thence bearing of S 24°49'37" W and a distance of 94.93' to a calculated point;
13. Thence bearing of S 20°04'39" W and a distance of 135.17' to a calculated point;
14. Thence bearing of S 13°19'29" W and a distance of 70.72' to a calculated point;
15. Thence bearing of S 54°00'31" E and a distance of 1530.41' to a found #5 rebar;
16. Thence bearing of N 10°53'32" E and a distance of 318.51' to a found #5 rebar;
17. Thence bearing of N 34°52'11" E and a distance of 293.56' to a found #5 rebar;
18. Thence bearing of S 54°00'58" E a distance of 300.21' to the point of beginning.

CONTAINING: Said described parcel contains 2,626,534 square (60.30 acres), more or less  
TMS# 155-00-00-039-000

PARCEL 6

All that piece, parcel or tract lying and being situated in Chester County, South Carolina described in deed book 770 & page 338 recorded in Chester County, South Carolina register of deeds. Being more particularly described as follows. Beginning from an #4 rebar lying at the along the Westerly line of said property: Thence the following (15) courses in a clockwise direction:

1. Thence a bearing of S 27°01'14" W and a sub-distance 1277.53 passing through a found #5 rebar, continuing 1075.06' to a found 1" pipe;
2. Thence a bearing of N 74°42'53" W and a distance of 608.30' to a found 1" pipe;
3. Thence a bearing of N 76°00'32" W and a distance of 129.03' to a set #5 rebar;
4. Thence a bearing of S 89°36'28" W and a distance of 171.04' to a set #5 rebar;
5. Thence a bearing of N 43°55'32" W a distance of 413.11' to a found 1/2" pipe;
6. Thence a bearing of N 63°04'43" W a distance of 108.36' to a found 1"x2" spike;
7. Thence a bearing of N 12°58'01" W a sub-distance of 670.76' passing through a found #5 rebar, a sub-distance of 13.46' continuing to a found 1/2" pipe;
8. Thence a bearing of N 42°50'56" W a distance of 339.99' to a set #5 rebar;
9. Thence a bearing of N 61°53'04" E and a distance of 1637.96' to a found 1"x2" spike;
10. Thence a bearing of N 10°58'48" E and a sub-distance of 1085.53 passing through a found 1/2" pipe, a sub distance of 4.38' continuing to a found 1/2" pipe;
11. Thence a bearing of N 83°18'09" E and a sub-distance of 69.42' passing through a calculated point, a sub-distance of 79.71' passing through a set #5 rebar, a sub-distance of 74.70' continuing to a set #5 rebar;
12. Thence a bearing of N 83°25'20" E and a distance of 430.62' to a set #5 rebar;
13. Thence a bearing of N 89°42'03" E and a distance of 454.32' to a set #5 rebar;
14. Thence a bearing of S 73°20'57" E and a sub-distance of 530.02' passing through a set #5 rebar, sub-distance of 12.37' continuing to a calculated point;
15. Thence a bearing of S 26°47'26" W and a sub-distance of 68.23' passing through a 1" pipe, a sub-distance 1173.28' continuing to the point of beginning.

CONTAINING: Said described parcel contains 5,311,739 square (121.94 acres), more or less  
TMS# 144-00-00-021-000

PARCEL 7

All that piece, parcel or tract lying and being situated in Chester County, South Carolina described in deed book 770 & page 338 recorded in Chester County, South Carolina register of deeds. Being more particularly described as follows. Beginning from an #5 rebar lying at the Northwest corner of said property: Thence the following (10) courses in a clockwise direction:

1. Thence a bearing of N 82°58'53" E a distance of 1204.08' to a found #5 rebar;
2. Thence a bearing of S 43°42'49" E and a sub-distance of 1044.57' passing through a found #5 rebar, and a sub-distance of 707.26' continuing to a found #5 rebar;
3. Thence a bearing of S 60°05'07" W and distance of 1366.57' to a found 1" pipe;
4. Thence a bearing of N 26°47'26" E and a distance of 68.23' to a calculated point;
5. Thence a bearing of N 73°20'57" W and a sub-distance of 12.37' passing through a set #5 rebar, a sub-distance of 530.02' continuing to a set #5 rebar;
6. Thence a bearing of S 89°42'03" W and a distance of 454.32' to a set #5 rebar;
7. Thence a bearing of S 83°25'20" W a distance of 430.62' to a set #5 rebar;
8. Thence a bearing of S 83°20'42" W and a sub-distance of 74.70' passing through a set #5 rebar, a sub-distance of 79.71' continuing to a calculated point;
9. Thence a bearing of N 72°17'48" W and a distance of 118.88' to a calculated point;
10. Thence a bearing of N 14°26'12" E and a sub-distance of 33.06' passing through a set #5 rebar, a sub-distance of 1637.44' to the point of beginning.

CONTAINING: Said described parcel contains 3,548,329 square (81.46 acres), more or less  
TMS# 144-00-00-018-000

PARCEL 8

All that piece, parcel or tract lying and being situated in Chester County, South Carolina described in deed book 1012 & page 227 recorded in Chester County, South Carolina register of deeds. Being more particularly described as follows. Beginning from an t-post lying at a corner along the Northwest portion of said property: Thence the following (13) courses in a clockwise direction:

1. Thence a bearing of N 45°46'38" E and a distance of 739.00' to a set #5 rebar;
2. Thence a bearing of S 68°13'22" E and a sub-distance of 2006.26' passing through a set #5 rebar, a sub-distance of 30.74' continuing to a calculated point;
3. Thence a bearing of S 39°23'15" W and a distance of 870.20' to a calculated point;
4. Thence a bearing of S 60°53'15" W and a distance of 170.85' to a set #5 rebar;
5. Thence a bearing of S 08°53'15" W and a distance of 127.63' to a found t-post;
6. Thence a bearing of N 85°51'04" E and a distance of 2946.16' to a found t-post;
7. Thence a bearing of S 09°27'21" E and a sub-distance of 151.81' passing through found 1/2" pipe, continuing 324.90' to a found t-post;
8. Thence a bearing of S 82°31'22" W a distance of 4093.99' to a found t-post;
9. Thence a bearing of N 14°49'17" E and a distance of 205.91' to a calculated point;
10. Thence a bearing of N 29°49'17" E and a distance of 224.8' to a calculated point;
11. Thence a bearing of N 58°34'17" E and a distance of 332.24' to a set #5 rebar;
12. Thence a bearing of N 39°25'43" W and a sub-distance of 107.21' passing through set #5 rebar, a sub-distance 1633.56' continuing to the point of beginning.

CONTAINING: Said described parcel contains 4,545,868 square (104.36 acres), more or less  
TMS#



## PARCEL 9

All that portion of piece, parcel or tract lying and being situated in Chester County, South Carolina described in deed book 879 & page 194 recorded in Chester County, South Carolina register of deeds. Being more particularly described as follows. Beginning from an #5 rebar lying at the Northeast corner of said property: Thence the following (24) courses in a clockwise direction:

1. Thence a bearing of S 07°05'34" E and a distance of 2048.64' to a found 3/4" pipe;
2. Thence a bearing of S 77°57'21" W and a distance of 739.39' to a found 1/2" pipe;
3. Thence a bearing of S 52°27'12" W and a distance of 118.78' to a found 3/4" pipe;
4. Thence a bearing of S 11°01'18" W and a distance of 533.02' to a found 1" pipe;
5. Thence a bearing of N 69°41'17" W and a distance of 2529.65' to a set #5 rebar;
6. Thence a bearing of N 79°41'36" W and a distance of 308.00' to a found 2" pipe;
7. Thence a bearing of S 13°50'32" W and a distance of 1222.54' to a found #5 rebar;
8. Thence a bearing of S 81°49'30" W and a sub-distance of 1192.66' passing through set #5 rebar, a sub-distance of 36.17' continuing to a calculated point;
9. Thence a curve to the right, having a radius of 830.25', a chord bearing of N 10°31'25" E and a chord distance of 80.15', an arc length of 80.18' to a calculated point;
10. Thence a bearing of N 13°48'57" E and a distance of 996.48';
11. Thence a curve to the right, having a radius of 3269.32' and a chord bearing of N 16°48'07" E a chord distance of 355.99', an arc length of 356.17 feet to a calculated point;
12. Thence a bearing of N 20°05'37" E and a distance of 900.26' to a calculated point;
13. Thence a bearing of S 70°13'33" E and a sub-distance of 32.23' passing through set #5 rebar, a sub-distance of 658.26' continuing to set #5 rebar;
14. Thence a bearing of N 19°46'27" E and a distance of 141.55' to a found #5 rebar;
15. Thence a bearing of S 70°30'23" E and a distance of 345.09' to a set #5 rebar;
16. Thence a bearing of N 11°55'13" E and a distance of 415.24' to a found #5 rebar;
17. Thence a bearing of S 70°13'12" E and a distance of 1615.10' to a set #5 rebar;
18. Thence a bearing of N 04°57'46" W and a distance of 51.54' to a set #5 rebar;
19. Thence a bearing of N 15°00'00" E and a distance of 100.00' to a set #5 rebar;
20. Thence a bearing of N 07°30'00" E and a distance of 163.00' to a set #5 rebar;
21. Thence a bearing of N 15°00'00" W and a distance of 670.00' to a set #5 rebar;
22. Thence a bearing of N 10°30'00" W and a distance of 300.00' to a set #5 rebar;
23. Thence a bearing of N 32°30'00" W and a distance of 69.00' to a found 3/4" pipe disturbed;
24. Thence a bearing of N 89°12'26" E and a distance of 1779.73' to the point of beginning.

CONTAINING: Said described parcel contains 8,294,654 square (190.42 acres), more or less  
TMS# 145-00-00-014-000

**EXHIBIT C**  
**SUBSTANTIALLY FINAL FORM OF**  
**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**  
[SEE ATTACHED]

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

CHESTER COUNTY, SOUTH CAROLINA

and

PROJECT 2187

Dated as of April 3, 2023

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## SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of April 3, 2023 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, “Agreement”), is by and between CHESTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT 2187[], acting for itself, one or more affiliates, and/or other project sponsors (collectively, “Company”).

### W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (“Council”) is authorized by the Code of Laws of South Carolina 1976, as amended (“Code”) and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, and Section 4-29-68 of the Code (collectively, “Park Act”), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide special source revenue credits to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) in order to facilitate the grant of such special source revenue credits to such investors;

WHEREAS, the Company is considering the establishment of certain facilities at one or more locations in the County to be operated primarily for solar electric power generation and related activities in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, “Project”), including, but not limited to, land more fully described on Exhibit A attached hereto and made a part hereof (“Project Site”);

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equivalent to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such exemption (each, a “Fee Payment”);

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, the County and York County, South Carolina have jointly developed a Park (“Chester-York Park”) by entering into the “Master Agreement Governing the York-Chester Industrial Park,” dated as of December 31, 2012 (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, “Chester-York Park Agreement”);

WHEREAS, the County has determined to provide for inclusion of the Project within the boundaries of the Chester-York Park, if such property is not already so included, and the County has determined to maintain such real and personal property within the boundaries of the Chester-York Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the special source revenue credits set forth in greater detail herein;

WHEREAS, the County, as further inducement for location by the Company of the Project in the County, and in accordance with the Park Act, has determined to provide special source revenue credits

against each Fee Payment due with respect to the Project for a period of forty (40) consecutive tax years, commencing with the initial tax year for which a Fee Payment is due with respect to the Project, all as set forth in greater detail herein; and

WHEREAS, the Council has authorized the execution and delivery of this Agreement by an Ordinance enacted by the Council on April 3, 2023 (“County Ordinance”).

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the above recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

The defined terms in this Agreement shall for all purposes of this Agreement have the meanings specified in this **Article I**, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Administration Expenses*” means the expenses the County charges arising out of and relating to in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the Fee Payments or other incentives provided by this Agreement brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Company or any Co-Investor, as the case may be, or which now or hereafter is owned in whole or in part by the Company or any Co-Investor, as the case may be, or by any partner, shareholder or owner of the Company or any Co-Investor, as the case may be, as well as any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any Co-Investor, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

“*Chester Park*” shall mean initially the Chester-York Park established pursuant to the terms of the Chester-York Park Agreement, and thereafter any Park which hereafter includes the Project, and which is designated by the County as such pursuant to any Park Agreement which replaces or succeeds the Chester-York Park Agreement.

“*Chester-York Park*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Chester-York Park Agreement*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Co-Investor*” shall mean the Company and any Affiliate of the Company, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in,

or providing funds for, the Project. As of the date of the original execution and delivery of this Agreement, [] is the sole Co-Investor.

“*Company*” shall mean [], a [] [], and its successors and assigns.

“*Costs of Special Source Improvements*” means all the costs of designing, acquiring, constructing, improving, equipping or expanding the Special Source Improvements, whether incurred prior to or after the date of this Agreement, and shall be deemed to include, but not be limited to: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Special Source Improvements; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Special Source Improvements, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Special Source Improvements; and (d) all other costs which shall be required under the terms of any contract for, or incurred in connection with, the designing, acquisition, construction, equipping and installation of the Special Source Improvements.

“*County*” shall mean Chester County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Ordinance*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Fee Payment*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Investment Period*” shall mean the period commencing with the first day that Project property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year corresponding to the initial tax year for which a Fee Payment is due with respect to the Project. In the event the initial tax year for which a Fee Payment is due with respect to the Project is the Property Tax Year ending on December 31, 2027, the Investment Period will end on December 31, 2032.

“*Minimum Investment Requirement*” shall mean investment in the Project by the Company and any Co-Investors, in the aggregate, of at least \$70,000,000 (without regard to depreciation or other diminution in value) by the end of the Investment Period.

“*Net Fee Payment*” shall mean a total annual Fee Payment of \$313,875 for each tax year during the term of this Agreement for which a Fee Payment is due hereunder; provided, however, the Fee Payment for the Project shall be increased for any tax year by the proportion by which the total nameplate generation capacity of the Project as of the end of the Property Tax Year (corresponding to such tax year) exceeded 69.75 megawatts of AC power. For example, and by way of example only, if the total nameplate generation capacity of the Project as of the Property Tax Year ending **December 31, 2028**, is 72 megawatts of AC power (or 103.2% of 69.75 megawatts), then the \$313,875 annual Net Fee Payment otherwise due for tax year 2029, due and payable to the County on or before January 15, 2030, would be \$324,000 (i.e., 103.2% of \$313,875). The Company shall provide the County Administrator, the County Auditor, and the County Treasurer with report(s) (including third party reports, if applicable) each year by the March 31 immediately following each Property Tax Year corresponding to a tax year for which a Fee Payment is due hereunder providing reasonably conclusive evidence of the total nameplate generation capacity of the Project as of the end of such Property Tax Year.

“*Park*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Park Act*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Park Agreement*” shall initially mean the Chester-York Park Agreement, as approved by the County by ordinance, as amended, modified, or supplemented through the date hereof, and as may be amended or supplemented from time to time and thereafter any replacement or successor Park Agreement thereof.

“*Person*” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust, any unincorporated organization, or a government or an agency or a political subdivision thereof.

“*Project*” shall have the meaning ascribed thereto in the recitals of this Agreement and shall be further defined to include (i) the Project Site; (ii) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Project Site and heretofore or hereafter acquired by the Company or any Co-Investor; and (iii) all machinery, equipment, furnishings and other personal property now or hereafter located on the Project Site and heretofore or hereafter acquired by the Company or any Co-Investor for use on or about the Project Site; provided, however, the term Project shall be deemed to include such real and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service in the County within the Investment Period.

“*Project Site*” shall initially have the meaning ascribed thereto in the recitals of this Agreement and shall mean the site or sites upon which Project property is or will be located.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company or any other Co-Investor, as the case may be, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

“*Special Source Improvements*” means, to the extent paid for by the Company or any Co-Investors, whether prior to or after the date of this Agreement, any infrastructure serving the economic development of the County, any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements and, upon the written election of the Company to the County, any personal property, including, but not limited to, machinery and equipment used in the operation of a manufacturing or commercial enterprise, all in order to enhance the economic development of the County, including, but not limited to, the Project, all to the extent permitted by the Park Act.

“*Special Source Revenue Credits*” shall mean the special source revenue credits granted by the County described in **Section 3.01** hereof.

“*State*” shall mean the State of South Carolina.

The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS

SECTION 2.01. Representations by the County. The County makes the following representations:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina. By proper action of the Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

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

(c) The County has duly approved this Agreement, including, without limitation, the Special Source Revenue Credits, by enactment of the County Ordinance in accordance with the procedural requirements of the Park Act and any other applicable state and local law.

(d) The County enters into this Agreement for the purpose of promoting the economic development of the County.

(e) No actions, suits, proceedings, inquiries, or investigations are pending or, to the best of the County's knowledge, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

SECTION 2.02. Representations by the Company. The Company makes the following representations:

(a) The Company is a  duly organized, validly existing, and in good standing, under the laws of , authorized to transact business in the State of South Carolina, has power to enter into this Agreement, and by proper corporate action has authorized the Company official or officials signing this Agreement to execute and deliver this Agreement. The Company's fiscal year end is December 31 and the Company will notify the County of any changes in the fiscal year of the Company.

(b) No actions, suits, proceedings, inquiries, or investigations are pending or, to the best knowledge of the Company, threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(c) The Special Source Revenue Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the location of the Project in the County.

SECTION 2.03. Covenants by the County. The County has included or will use its commercially reasonable efforts to include and thereafter maintain the Project within the boundaries of the Chester Park for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Revenue Credits set forth in this Agreement.

ARTICLE III

SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Special Source Revenue Credits.



(a) To defray or reimburse the Costs of Special Source Improvements, the Company shall be entitled to receive, and the County shall provide, subject to the provisions of **Section 3.01(g)-(h)** hereof, and after application of any and all other credits, exemptions, or reductions against *ad valorem* taxes or against Fee Payments due pursuant to the Park Act allowed by law, including, but not limited to, any applicable five-year exemption from *ad valorem* taxes, or from Fee Payments pursuant to the Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State and Section 12-37-220(A)(7) of the Code, special source revenue credits against each Fee Payment due with respect to the Project from the Company for a period of forty (40) consecutive tax years, commencing with the initial tax year for which a Fee Payment is due with respect to the Project, in an amount sufficient to reduce each such Fee Payment due for each such tax year such that the aggregate net Fee Payment due from the Company, after such reduction, is equal to the Net Fee Payment.

(b) To claim the Special Source Revenue Credit for each tax year of the benefit period set forth in **Section 3.01(a)** hereof, the Company, shall, no less than 45 days prior to the date after which *ad valorem* taxes or a Fee Payment, as applicable, become delinquent with respect to such tax year, file with the County Administrator, the County Auditor, and the County Treasurer, an Annual Special Source Revenue Credit Certification, the form of which is attached as Exhibit B, showing the amount of aggregate investment in qualifying infrastructure and the calculation of the Special Source Revenue Credit due for such tax year. The County is entitled to confirm the information (including the calculation) on the Annual Special Source Revenue Credit Certification prior to amending and transmitting the applicable tax bill(s). If the information contained on the Annual Special Source Revenue Credit Certification is correct, then the County shall (i) reduce the applicable tax or Fee Payment bill(s), as applicable, to the applicable Net Fee Payment then due and owing and provide updated tax or Fee Payment bill(s), as applicable, to the Company, or (ii) if such tax or Fee Payment bill(s), as applicable, have been paid without application of the Special Source Revenue Credit, refund the amount of the Special Source Revenue Credit within 30 days after receiving the Company's Annual Special Source Revenue Credit Certification. The Company shall not be entitled to receive the Special Source Revenue Credit for an applicable tax year if it does not file the Annual Special Source Revenue Credit Certification as provided in this subsection, but shall be entitled to receive the Special Source Revenue Credit for future tax years if the Annual Special Credit Certification is timely provided in accordance with this subsection. In no event is the County required to provide any credit or remit any payment to the Company while any of the Company's taxes or Fee Payments, as applicable, have been invoiced by the County but remain outstanding, excluding any taxes or Fee Payments that may have been protested by the Company, until such outstanding amounts have been paid.

The parties acknowledge the County's right to receive Fee Payments hereunder and that the County is entitled to and shall have a statutory lien and any and all other levy, collection, and enforcement rights with respect provided under State law, including, for example, Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

(c) If Section 3.01(a) hereof, or the granting of the Special Source Revenue Credits under this Agreement, is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement.

(d) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS GRANTED HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY AND ARE PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS MADE WITH RESPECT TO THE PROJECT AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND

SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED IN CONNECTION WITH THE GRANTING OF THE SPECIAL SOURCE REVENUE CREDITS HEREUNDER.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County other than against the Fee Payments made by the Company with respect to the Project or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments made with respect to the Project.

(f) In accordance with the Park Act, the Special Source Revenue Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project.

(g) If, for any reason, the Fee Payment to be made by the Company with respect to any tax year is less than the Net Fee Payment, thus resulting in a Special Source Revenue Credit that is a negative number, and if a court of competent jurisdiction holds or determines that a negative Special Source Revenue Credit is not permitted under the Park Act, then the Company shall not be entitled to receive the Special Source Revenue Credit with respect to such tax year and any negative amount is carried forward to a future year and aggregated with any other future negative amounts until such amounts are able to be offset against a positive Fee Payment as a means of recapturing the previously over-credited or overpaid amount.

(h) If at least 50% of the Minimum Investment Requirement is not satisfied by the end of the Investment Period, without extension, then the Company shall not be entitled to receive the Special Source Revenue Credit and shall repay all Special Source Revenue Credits received by the Company.

If the Company does not meet Minimum Investment Requirement by the end of the Investment Period, without extension, but satisfies at least 50% of the Minimum Investment Requirement during the Investment Period, without extension, then the Company (i) shall continue to be eligible for the Special Source Revenue Credits described in **Section 3.01** hereof; provided, however, that the Company shall repay a *pro rata* share of the Special Source Revenue Credits theretofore received by the Company, and the amount of Special Source Revenue Credits to which the Company would otherwise be entitled prospectively under **Section 3.01(a)** hereof for each remaining tax years of the period set forth therein are prospectively reduced *pro rata*, all based on the highest level of aggregate investment (without regard to depreciation or diminution in value) made in the Project within the Investment Period, without extension, as compared to the Minimum Investment Requirement. Any payment made under this Section, shall be due no more than 15 days after the date after which *ad valorem* taxes or the Fee Payment, as applicable, due with respect to the tax year corresponding the year in which the Investment Period, without extension, expires become delinquent and shall be treated as a Fee Payment under this Agreement.

#### ARTICLE IV

##### TRANSFERS OF PROJECT PROPERTY; ASSIGNMENT

**SECTION 4.01. Transfers of Project Property; Assignment of Interest in this Agreement.** The County hereby acknowledges that each of the Company and any Co-Investor may from time to time and, to the extent permitted by applicable law, (a) sell, transfer, lease, convey, or grant the right to occupy and use its respective portion of the Project, in whole or in part, or assign its interests in this Agreement, in whole or

in part, to one or more Persons or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to all or any part of the Project, including without limitation any sale-leaseback, equipment lease, or build-to-suit lease regardless of the identity of the income tax owner of such portion of the Project, without the consent of the County; provided, however, that any transfer or assignment by the Company or any Co-Investor of all or any of its interest in this Agreement to any Person other than an Affiliate or a financing or other entity pursuant to any lending, financing, leasing or other arrangement referenced above shall require, at the Company's sole expense and with such documentation and protections as the County may reasonably require, the prior written consent or subsequent ratification of the County, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed; and provided, further, that the Company or any Co-Investor shall execute and deliver an agreement to be bound by the terms of this Agreement, as evidenced by such Co-Investor entering into a Joinder Agreement in a form substantially similar to that attached to this Agreement, as Exhibit C, and give written notice to the County of any such transfer or assignment. Subject to the foregoing provisions of this Section 4.01, no such sale, lease, conveyance, grant, transfer, or assignment shall relieve the County from the County's obligation to provide the Special Source Revenue Credits to the Company, or any transferee or assignee of the same, under this Agreement.

## ARTICLE V

### DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If any party hereto shall fail duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of sixty (60) days after written notice by the other party specifying the failure and requesting that it be remedied is given to the defaulting party by first-class mail, then such party shall be in default under this Agreement (an "Event of Default"); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 60-day period, then such defaulting party shall have an additional period of time not to exceed thirty (30) days from the date of such written notice by the other party to remedy such failure, unless such parties agree in a writing signed by all parties to an extension of such time prior to its expiration; provided, further, however, the punctual payment of any Fee Payment hereunder shall be subject to a thirty (30) day notice period.

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default by a party hereto, then and in every such case each other party in its respective discretion may:

(1) terminate this Agreement;

(2) take whatever other action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the non-defaulting party's rights hereunder, including suits for mandamus, and specific performance, including further, it being the express intent of the parties that the County, without limitation, shall have all remedies available by law to collect any Fee Payment due as if the Fee Payment were an *ad valorem* tax payment due and owing.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right

or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this **Article V** to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI

### MISCELLANEOUS

#### SECTION 6.01. Indemnification Covenant.

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

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

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

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

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

SECTION 6.02. Termination. This Agreement shall automatically terminate on the date upon which all Special Source Revenue Credits provided for in Section 3.01 hereof have been provided to, and received by, the Company. Additionally, the County and the Company may with respect to all or any portion of the Project jointly agree to terminate this Agreement at any time and the Company may, at its option, unilaterally terminate this Agreement at any time with respect to all or any portion of the Project.

Notwithstanding the foregoing, this Agreement shall automatically terminate on January 1, 2028, in the event property comprising all or a portion of the Project is not placed in service on or before December 31, 2027.

As provided in Section 4-29-68 of the Code, to the extent any Special Source Revenue Credit is taken against any Fee Payment(s) on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the Fee Payment due on the personal property for the year in which the personal property was removed from the Project shall be due for the two years immediately following such removal.

SECTION 6.03. Binding Effect; Successors and Assigns. This Agreement shall be binding, in accordance with, and to the extent permitted by, its terms, upon and inure to the benefit of the Company, the County, and their respective successors and assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 6.04. Provisions of Agreement for Sole Benefit of the Company and the County. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the Company and the County any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be, except as otherwise specifically provided in this Agreement, for the sole and exclusive benefit of the Company and the County.

SECTION 6.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provisions had not been contained herein so as to most closely effectuate the legal, valid and enforceable intent hereof and so as to afford the Company with the maximum benefits to be derived herefrom.

SECTION 6.06. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any elected official, member, agent, or employee of the County or its governing body or the Company or any of its respective officers, elected officials, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official of the County or the Company executing this Agreement is liable personally on the Special Source Revenue Credits or this Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.07. Notices. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via electronic mail or facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party:

(a) As to the County:

Chester County, South Carolina  
Attn.: County Administrator  
Post Office Box 580

Chester, South Carolina 29706

with a copy to (which shall not constitute notice for purposes of this Agreement):

Chester County Attorney  
105 Main Street  
Chester, South Carolina 29706

with a copy to (which shall not constitute notice for purposes of this Agreement):

Michael E. Kozlarek, Esq.  
King Kozlarek Law LLC  
Post Office Box 565  
Greenville, South Carolina 29602-0565

(b) As to the Company:

Project 2187  
Attn: []  
[]  
[]

with a copy to (which shall not constitute notice for purposes of this Agreement) to:

Nexsen Pruet, LLC  
Attn: Tushar V. Chikhliker  
1230 Main Street, Suite 700  
Columbia, South Carolina 29201  
Phone: (803) 540-2188  
Fax: (803) 727-1469  
Email: tushar@nexsenpruet.com

The County and the Company may, by notice given under this Section 6.07, each designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent.

SECTION 6.08. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 6.09 Agreement to Sign Other Documents and to Take Further Action. At the Company's sole expense and with such documentation and protections as the County may reasonably require, the County agrees that it will from time to time execute and deliver such further instruments, in form and substance reasonably acceptable to it, and take such further action as may be reasonable and as may be requested by the Company as may be required to carry out the purpose of this Agreement. Such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, other than against the Fee Payments made with respect to the Project, or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political

subdivision of the State.

SECTION 6.10. Administration Expenses. The Company shall reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$7,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a general statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expense as set forth in the written request no later than 30 days following receipt of the written request from the County. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

SECTION 6.11. Construction of Agreement. The parties hereto agree that each party hereto and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 6.12. Applicable Law. The laws of the State of South Carolina govern the construction of this Agreement.

SECTION 6.13. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Signature pages to this Agreement may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or similar means whereby each original signature has been reproduced (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com), and all reproduced signatures shall be deemed "electronic signatures" and equivalent to original signatures for all purposes.

SECTION 6.14. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.15. Waiver. Either party hereto may waive compliance by the other party hereto with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving party.

SECTION 6.16. Further Proceedings. It is intended by the parties hereto that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

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

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

**CHESTER COUNTY, SOUTH CAROLINA**

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

Joe Branham  
Chairman, County Council

[SEAL]

Attest:

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



PROJECT 2187

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**EXHIBIT B**  
**FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATION**

**ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of [] (“Company”), do hereby certify in connection and in compliance with Section [] of the [], effective April 3, 2023 (“Agreement”), by and among Chester County, South Carolina (“County”); the Company; and [] (“Co-Investor,” with Investor, collectively, “Company”) (“Agreement”), as follows:

(1) As of the date hereof, the aggregate amount of investment in qualifying infrastructure incurred by the Company during the Investment Period is not less than \$\_\_\_\_\_.

(2) The Special Source Revenue Credit for the \_\_\_\_\_ tax year is calculated as follows:

	Investor	Co-Investor
Fee Invoice	\$[•]	\$[•]
Special Source Revenue Credit Percentage	[•]%	[•]%
Special Source Revenue Credit	\$[•]	\$[•]
Net Fee Payment Due		

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**EXHIBIT C**  
**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

Reference is hereby made to (i) that certain [] Agreement effective April 3, 2023 (“Agreement”), by and among Chester County, South Carolina (“County”); []; and [] (collectively, “Company”).

**1. Joinder to Agreement.** The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement; (b) acknowledges and agrees that (i) in accordance the Agreement, the undersigned has been designated as a Co-Investor by the Company for purposes of the Project; (ii) the undersigned qualifies or will qualify as a Co-Investor under the Agreement; and (iii) the undersigned shall have all of the rights and obligations of a Co-Investor as set forth in the Agreement.

**2. Capitalized Terms.** All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Agreement.

**3. Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

**4. Notice.** Notices under Section 6.07 of the Agreement shall be sent to:

[ ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

**[JOINING COMPANY]**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Agreement effective as of the date set forth above.

[],  
a [] [corporation]

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

**[],  
a [] [corporation]**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity as a Sponsor Affiliate under the Agreement effective as of the date set forth above.

**CHESTER COUNTY, SOUTH CAROLINA**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
CHESTER COUNTY                )

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

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE YORK-CHESTER INDUSTRIAL PARK (“PARK”) TO INCREASE THE PARK’S BOUNDARIES TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN CHESTER COUNTY; AND OTHER RELATED MATTERS (PROJECT 2187).**

WHEREAS, Chester County, South Carolina (“Chester County”) and York County, South Carolina (“York County,” collectively, “Counties,” each, a “County”) are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”) to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties;

WHEREAS, as provided under the Act, to promote the economic welfare of their citizens, the Counties jointly developed the York-Chester Industrial Park (“Park”) and entered into that certain Master Agreement Governing the York-Chester Industrial Park between Chester County and York County dated December 31, 2012, which is attached as Exhibit A (“Park Agreement”), which governs the operation of the Park;

WHEREAS, pursuant to Section 1.01 of the Park Agreement, a County may unilaterally increase the boundaries of the Park by (a) adopting a resolution approving the increase in the Park’s boundaries and (b) delivering the approving resolution and description of the additional property to be included in that County’s Exhibit; and

WHEREAS, pursuant to Section 1.01 of the Park Agreement, Chester County desires to enlarge the boundaries of the Park to include certain properties in Chester County, as described on the attached Exhibit B (“Property”).

NOW, THEREFORE, BE IT RESOLVED BY CHESTER COUNTY THAT THE PARK AGREEMENT IS AMENDED AS OF APRIL 3, 2023, TO INCLUDE THE PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT B TO THIS RESOLUTION.

RESOLVED, FURTHER, the Chester County Administrator or his designee is directed, as contemplated the Park Agreement, to deliver a copy of this Resolution to the appropriate York County representatives.

RESOLVED, FURTHER, all orders, resolutions, and parts thereof in conflict with this Resolution, are to the extent of that conflict, repealed.

This Resolution takes effect and remains in full force upon adoption by the Chester County Council.

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

Adopted: April 3, 2023

**CHESTER COUNTY, SOUTH CAROLINA**

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

Joe Branham  
Chairman, County Council

[SEAL]

Attest:

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

**EXHIBIT A**  
**MASTER AGREEMENT GOVERNING THE YORK-CHESTER INDUSTRIAL PARK**  
**BETWEEN CHESTER COUNTY AND YORK COUNTY DATED DECEMBER 31, 2012**



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**MASTER AGREEMENT  
GOVERNING THE  
YORK-CHESTER INDUSTRIAL PARK**

**BETWEEN**

**CHESTER COUNTY, SOUTH CAROLINA**

**AND**

**YORK COUNTY, SOUTH CAROLINA**

**DECEMBER 31, 2012**

**PREPARED BY:**

**PARKER POE ADAMS & BERNSTEIN LLP  
1201 MAIN STREET, SUITE 1450  
COLUMBIA, SOUTH CAROLINA 29201  
803.255.8000**

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**INSTRUCTIONS  
FOR  
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. HOWEVER, THE FEE-IN-LIEU PAYMENTS MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT. WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE THE FILOT RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.

**THIS MASTER AGREEMENT** ("Agreement"), effective December 31, 2012 ("Effective Date"), between Chester County, South Carolina ("Chester"), a political subdivision of the State of South Carolina ("State"), and York County, South Carolina ("York"), a political subdivision of the State (York with Chester, collectively, "Counties," each, a "County"), is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated section 4-1-170 (collectively, "MCIP Law").

#### **RECITALS:**

**WHEREAS**, the Counties are permitted by the MCIP Law to create one or more multi-county industrial/business parks;

**WHEREAS**, as provided under MCIP Law, to promote the economic welfare of their citizens, the Counties previously created one or more multi-county industrial parks (each, "MCIP") and executed and delivered one or more agreements governing each MCIP (each, "Phase Agreement");

**WHEREAS**, since execution and delivery of each Phase Agreement, each County has placed real and personal property in each MCIP;

**WHEREAS**, because of the passage of time, the inclusion of numerous parcels in each MCIP, and changes in South Carolina law, the Counties desire to create the "York-Chester Industrial Park" ("Park") and combine each existing Phase Agreement and the boundaries of each MCIP, a copy of the description of each parcel is contained, for property located in Chester, on *Exhibit A-1* and, for property located in York, on *Exhibit A-2* into the Park;

**WHEREAS**, by Chester Ordinance No. 12-03-12A and York Ordinance No. 3412 the Counties ratified each Phase Agreement and each MCIP and authorized the execution of this Agreement to (i) merge each Phase Agreement into the Agreement, (ii) combine the boundaries of each MCIP into the Park, and (iii) govern the future inclusion of real and personal property in and expansion of the boundaries of the Park;

**WHEREAS**, in *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001) ("*Horry County Case*"), the South Carolina Supreme Court provided guidance regarding the MCIP Law and established requirements for the contents of multi-county industrial/business park agreements; and

**WHEREAS**, the Counties adopt this Agreement as the governing document for the Park and intend it to meet the requirements of the MCIP Law and the *Horry County Case*.

**NOW, THEREFORE**, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

#### **ARTICLE I PARK BOUNDARIES**

##### **Section 1.01. Park Boundaries.**

(a) The Park consists of all real and personal property ("Property") described on Exhibit A-1 and A-2. A County may increase the Park's boundaries, from time to time, unilaterally, by adopting an approving resolution or ordinance approving the increase in the Park's boundaries. This Agreement is amended, without further action by either County's governing body, once the County approving the increase delivers to the other County a copy of the approving resolution or ordinance and a description of the additional parcel to be included in that County's Exhibit.

(b) The Counties may decrease the Park's boundaries, from time to time, by each County adopting a

resolution or ordinance, approving the decrease in the Park's boundaries. Prior to a decrease in the Park's boundaries, the County in which the parcel to be removed is located shall hold a public hearing. That County shall publish notice of the public hearing in a newspaper of general circulation in that County at least once, not less than 15 days prior to the public hearing. This Agreement is amended, without further action by either County's governing body, once each County has adopted its approving resolution or ordinance and the County in which the parcel to be removed is located delivers to the other County an amended Exhibit A-x, without a description of the removed parcel.

(c) Notwithstanding any part of this Agreement to the contrary, neither County shall diminish the Park's boundaries, without consent from the owner (or lessee) of a parcel of Property, until the end of the 40<sup>th</sup> calendar year following the end of the calendar year in which that owner's (or lessee's) parcel of Property was included in the Park.

## ARTICLE II TAX STATUS OF PROPERTIES LOCATED IN THE PARK

**Section 2.01. *Constitutional Exemption from Taxation.*** Under the MCIP Law, during this Agreement's term, Property is exempt from all *ad valorem* taxation.

**Section 2.02. *Fee-in-Lieu of Taxes.*** Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

**Section 2.03. *Negotiated Fee-in-Lieu of Taxes.*** The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated fee-in-lieu of *ad valorem* taxes incentive with either County (collectively Sections 2.02 and 2.03, are "FILOT Revenue").

## ARTICLE III SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK

**Section 3.01. *Expense Sharing.*** The Counties shall share all expenses related to the Park. If the parcel of Property is located in Chester, then Chester shall bear 100% of the expenses. If the parcel of Property is located in York, then York shall bear 100% of the expenses.

### **Section 3.02. *FILOT Revenue Sharing.***

(a) The Counties shall distribute revenue generated in the Park from a source other than FILOT Revenue directly to the County in which the revenue is generated, to be expended in any manner as that County deems appropriate.

(b) The Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Chester: Chester, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to York.

(ii) For Property located in York: York, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to Chester.

### **Section 3.03. *FILOT Revenue Distribution in Each County.***

(a) According to *Horry County* Case, each County is required to set forth the distribution method of FILOT Revenue in that County, after distribution of FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Chester:

- (A) and included in an MCIP prior to the effective date of this Agreement, but excluding the items in (B), the FILOT Revenue shall be distributed to Chester and the political subdivisions in Chester that would levy tax millage on the Property if the Property were not located in the Park on a *pro rata* basis according to the tax millage Chester and the political subdivisions in Chester would otherwise levy on the Property if the Property were not located in the Park. The portion of FILOT Revenue distributed to the school district pursuant to this subsection shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.
- (B) and subject to the agreements listed in (I) through (IV) below, Chester elects to retain 100% of the FILOT Revenue:
  - (I) Fee Agreement dated as of October 5, 2009 with Southeastern Petroleum, LLC;
  - (II) Fee-In-Lieu of *Ad Valorem* Taxes Agreement effective February 20, 2012 with Jones-Hamilton Co.;
  - (III) Infrastructure Credit Agreement dated as of April 2, 2012, with Rolled Alloys, Inc. and Crenshaw Leasing, LLC; and
  - (IV) Fee Agreement dated September 4, 2012 with Boral Stone Products, LLC.
- (C) and included in the Park on or after the effective date of this Agreement, Chester, unless an alternative distribution of FILOT Revenue is set forth in the ordinance or resolution of Chester including the Property in the Park, elects to retain 70% of the FILOT Revenue and distribute the remaining 30% of the FILOT Revenue to the school district. The portion of the FILOT Revenue distributed to the school district shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.

(ii) For Property located in York: FILOT Revenues shall be distributed to York and the political subdivisions in York in accordance with the applicable governing ordinance of York in effect from time to time.

(iii) Each County elects to retain 100% of the 1.0% of the FILOT Revenue received from the other County.

(b) Each County, by adoption of an ordinance in that County, may unilaterally amend its internal distribution method.

**Section 3.04. Annual Report and Disbursement.** Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.01. *Jobs Tax Credit Enhancement.*** The Company is entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

**Section 4.02. *Assessed Valuation.*** For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

**Section 4.03. *Records.*** Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

**Section 4.04. *Applicable Law.*** To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede state or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

**Section 4.05. *Law Enforcement.*** The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County.

**Section 4.06. *Binding Effect of Agreement.*** This Agreement is binding after executed by the Counties.

**Section 4.07. *Severability.*** If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

**Section 4.08. *Complete Agreement: Amendment.*** This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

**Section 4.09. *Counterpart Execution.*** The Counties may execute this Agreement in multiple counterparts.

**Section 4.10. *Termination.*** Notwithstanding any part of this Agreement to the contrary, neither County shall terminate this Agreement, without consent from the owner (or lessee) of any Property, until the end of the 50<sup>th</sup> calendar year following the end of the calendar year in which this Agreement becomes effective.

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

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

By: R. Phillip Roark  
County Council Chair/Supervisor

(SEAL)  
ATTEST:

Charles E. Clayton  
Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman of County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk of County Council

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

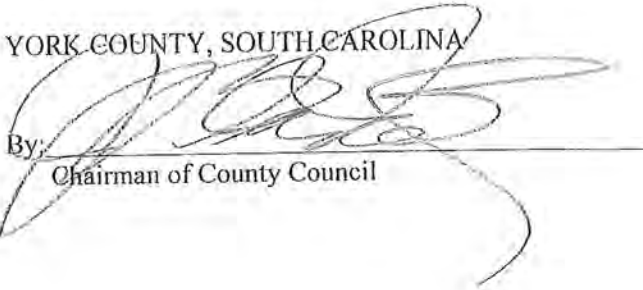
CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
County Council Chair/Supervisor

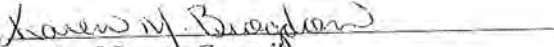
(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By:   
Chairman of County Council

(SEAL)  
ATTEST:

  
Clerk of County Council



**EXHIBIT A-1  
CHESTER COUNTY PROPERTY DESCRIPTION**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

COMPANY NAME	TAX MAP NO.	NOTES
AMERICAN CARBON	098-00-00-166-000	
BORAL STONE PRODUCTS, LLC	098-00-00-159-00	Former Owens Corning Fee; Record owner is Lexington Chester Industries
JONES-HAMILTON CO.	146-00-00-043-000; 146-00-00-001-000	
L&C RAILROAD		see list below
LEXINGTON-OWENS	098-00-00-159-000	Record Owner is Lexington Chester Industries
OUTOKUMPU	115-00-00-130-000	Formerly Avesta; Record Owner is Harold P. Tuttle, Jr.
POLY EASTERN INC.	97-80; 98-105; 98-130	Record Owner is Mars
PPG	098-00-00-076-000	Includes two fee arrangements
ROLLED ALLOYS	115-00-00-218-000	Record Owner is Crenco Food Stores, Inc.
SOUTHEASTERN PETROLEUM	098-00-00-171-000	Record Owner is Green Phoenix Energy LLC
TDY INDUSTRIES	136-00-00-053-000	Record Owner is Chester County

L&C Railroad

All or some portion of Tax Map Nos.:

204-01-02-021  
204-01-02-055  
097-00-00-065  
097-00-00-080  
098-00-00-172  
098-00-00-129  
098-00-00-104  
098-00-00-173  
098-00-00-002  
201-05-15-001

lying in the unincorporated areas of Chester County, South Carolina (full property descriptions to be appended and table to be updated after third reading).

**EXHIBIT A-2  
YORK COUNTY PROPERTY DESCRIPTION**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

COMPANY NAME	TAX MAP No.	NOTES
ABI FISHER RD. LLC	020-09-01-034	
ACTION STAINLESS & ALLOWS INC	589-01-01-199	
AGNES SLACK LP OF GEORGIA % RON SLACK	674-00-00-007	
ANTRIM GROUP, LLC	669-04-01-035; 669-04-01-044	
ARA INVESTMENTS LLC	020-20-01-001	
ATS CAROLINA INC.	700-01-01-018	
BAILEY PATRICK PROPERTY LLC	722-00-00-021	
BANK OF NORTH CAROLINA	490-00-00-001; 490-00-00-011	
BEACON #27, LLC	653-00-00-016; 655-00-00-043; 655-00-00-396	
BI-LO, LLC	595-08-01-001	
BLACKWELL, WILLIAM D. & LYNN B.	617-00-00-084; 617-00-00-086	
BFP SOUTH CAROLINA LLC STEPHEN BOLLIER	628-04-01-006	
BOSHAMER ULF	010-07-01-003	
BRF LLC	674-00-00-002; 674-00-00-003	
CAROLINA FOODS INC.	670-00-00-080; 670-00-00-112	
CARTER, DEMPSEY WEBB JR.	368-00-00-015	Subject to final approval by County Auditor
CATAWBA CARE COALITION INC.	628-04-01-013	
C C DICKSON CO.	628-04-01-008; 628-04-01-011; 628-04-01-012	
CFREP KINGSLEY #1 LLC	020-09-01-006	
CITY OF ROCK HILL	532-01-01-003; 628-04-01-001; 628-09-05-005; 630-10-02-001; 630-10-02-002; 630-10-02-003; 630-10-02-004; 630-10-02-005; 630-10-02-006; 630-10-02-007; 630-10-02-008; 630-10-02-009;	

	630-10-02-010; 630-10-02-011; 630-10-02-012; 630-10-02-013; 630-10-02-014; 630-10-02-015; 630-10-02-016; 630-10-02-017; 630-10-02-018; 630-10-02-019; 630-10-03-009; 630-10-04-001; 630-10-04-002; 630-10-04-003; 630-10-04-004; 630-10-04-007; 630-10-04-008; 667-01-01-006	
CLARENCE H & S ALBRIGHT F L P % NED ALBRIGHT	620-00-00-005	
CLEAR SPRINGS – BRADLEY PARK LLC	020-13-01-063; 020-13-01-066	
C M STEEL INC	490-00-00-042	
COX, JANATHA CECIL ET AL TRUSTEE	669-04-01-064	
CRANE, JAMES A. JR.	070-15-01-023	
CRESCENT RESOURCES INC.	488-00-00-003; 490-00-00-014; 658-00-00-002; 721-00-00-052; 721-00-00-053; 721-00-00-054; 722-00-00-007; 722-00-00-008; 723-00-00-056; 723-00-00-053; 723-00-00-052;	
DLKB, LLC	368-00-00-016	
EASTGROUP PROPERTIES LP	700-01-01-038	
EBARA INTERNATIONAL CORP	700-01-01-024	
FCD-1997 GP INC. & TCP SOUTHEAST #45 INC.	020-20-01-003	
FORT MILL ASSOCIATES LLC %LOT PURSER & ASSOC INC.	655-00-00-037	
GOETTERT INC.	628-04-01-007	
GOLD HILL ENTERPRISES LLC	716-00-00-070	
GREENS OF RH LLC	662-07-01-095	
GROUP I REALTY INC.	700-01-01-017	
HACKETT LIMITED PARTNERSHIP	669-04-01-013; 669-04-01-014	

HARKEY, FRANK E, JR. & JOYCE D.	490-00-00-017	
HARKEY, RUSSELL D.	490-00-00-015	
HARTMANN USA INC.	628-04-01-002	
HELLA CORPORATE CENTER USA INC.	400-00-00-015	
HILL GRAY SEVEN LLC	655-00-00-041	
HYDRA PLATFORMS MFG. INC	669-04-01-063	
IRP LLC	720-00-00-002	
JOHNSON REALTY CO. % BENJAMIN A. JOHNSON, PRES.	620-00-00-012	
JOHNSTON FARMS LLC % R ALEX MILLER	670-00-00-122	
KANAWHA LAND COMPANY % R W NORMAN	665-00-00-001	
KINGSLEY #4 LLC	020-09-01-017	
KINGSLEY #5 LLC	020-09-01-019	
LAKEMONT INDUSTRIAL HOLDING CO.	723-00-00-067	
LAKESHORE INDUSTRIAL LTD PSHIP % STANTINE LAKESHORE PROP LLC	628-04-01-005	
LANDMARK PLAZA INC.	716-00-00-068	
LAZY HAWK PROPERTY OWNERS	617-00-00-026; 617-00-00-085	
LEGACY PROPERTY INVESTMENTS XI LTD	653-00-00-022	
LIC CHARLOTTE OFFICE BUILDING INC.	716-00-00-011	
THE LINK AT WATERFORD, LLC	700-01-01-003	
MCCOY, ELIZABETH W. & KATHERINE C. MCCOY	671-00-00-050; 696-00-00-001; 696-00-00-021	
MORRIS, EARL R. JR. & SANDRA FOSTER	599-00-00-016	Subject to final approval by County Auditor
MREIC SOUTH CAROLINA LLC	721-00-00-012	
MUZAK LLC	723-00-00-068	
NORMAN DEVELOPMENT COMPANY INC.	622-00-00-012; 020-23-01-007	
NORTHLAKE I LIMITED PARTNERSHIP %THE TUTTLE CO.	628-19-01-001	
NORTH SAFETY PRODUCTS INC.	010-05-12-088	
PFG CUSTOMIZED SOUTH CAROLINA LLC	670-00-00-081; 670-00-00-187	
PIEDMONT STATION LLC	593-05-04-004	
PHILLIPS, MELISSA PAULINE M.	490-00-00-002	Subject to final approval by County Auditor
PURSLEY, WILLIAM STEVENSON, JR. & JEAN CAROTHERS	696-00-00-014	
REFORMED THEOLOGICAL SEMINARY	589-01-01-021	
RETFORD INVESTMENTS LLC	662-07-01-090	
RIVERCROSSING PROPERTY OWNERS	020-20-01-004	

ASSOCIATION INC.		
ROCK HILL ECONOMIC DEVELOPMENT	700-01-01-012; 700-01-01-013	
ROCK HILL ECONOMIC DEV CORP	700-01-01-022; 700-01-01-030; 700-01-01-036	
ROCK HILL ECONOMIC DEV CORP % CITY OF ROCK HILL	628-04-01-010; 700-01-01-028; 700-01-01-029;	
ROCK HILL INDUSTRIAL PARK INC. % F S BARNES III	666-00-00-032	
ROCK HILL I REALTY, LLC	595-08-01-002	
ROCK HILL TELEPHONE CO.	628-09-05-006; 700-01-01-039	
ROSS DRESS FOR LESS INC.	669-04-01-062; 669-04-01-089; 721-00-00-050; 721-00-00-063; 721-00-00-069	
ROSS STORES INC.	721-00-00-069	
SIEBE PROPERTIES LLC	010-05-012-089; 010-05-12-090	
SILVER LINING INVESTMENTS LLC	628-04-01-009	
SOUTHCROSS LLC	662-07-01-069; 662-07-01-087	
SOUTHCROSS OWNERS, LLC	662-07-01-089; 662-07-01-091; 662-07-01-092	
SPRINGLAND INC	020-13-01-065; 020-21-01-292; 020-21-01-295; 020-21-01-294; 020-21-01-293	
STAR PLAZA LLC % ARLEEN VALDEZ	020-20-01-005	
SUN AND STAR ENTERPRISES LLC	655-00-00-040	
SUTTON, THOMAS D.	542-00-00-095	
SYNOVOUS BANK NBSC/DIV SYNOVOUS %MANAGER ASSETS DIVISION	716-00-00-002; 716-00-00-007; 716-00-00-008; 716-00-00-009; 716-00-00-013; 716-00-00-014; 716-00-00-045; 716-00-00-052; 716-00-00-055; 716-00-00-069;	
THE WILLIAMS & LESSLIE TRUSTS PARTNERSHIP	669-04-01-011; 671-00-00-049; 696-00-00-018;	

	696-00-00-027	
TKC CLII, LLC	722-00-00-001	
TKE, LLC	662-07-01-088	
TOM CAT TOO, LLC	617-00-00-001	
TRUSTEES OF EAST CLOVER CHURCH OF GOD	010-06-01-003	
TYCO ELECTRONICS CORPORATION	674-00-00-006	
ULTRA ADDITIVES LLC	010-09-01-006	
UNITED STATES POSTAL SERVICE LAW DEPARTMENT	010-06-01-005	
WALTON SOUTH CAROLINA LLC	599-04-03-002; 599-07-01-002	
WILLIAMS ANTRIM LLC % JANE W. SOUTHWELL	671-00-00-075; 696-00-00-020	
WILLIAMS, STEVEN B. & SHERRIE D.	490-00-00-031	
WORKSPACE RESOURCES LLC	628-04-01-018	
YFP TIMBER LLC	720-00-00-017	
YORK COUNTY	398-00-00-006; 398-00-00-019	
CURRENCE, BARBARA A.	655-00-00-025	Subject to final approval by County Auditor
YORK COUNTY NATURAL GAS AUTHORITY	368-00-00-019	
YORK ELECTRIC COOPERATIVE INC.	400-00-00-001; 400-00-00-002	

**EXHIBIT B**  
**EXHIBIT A-1**  
**CHESTER COUNTY PROPERTY DESCRIPTION**

<b>COMPANY NAME</b>	<b>TAX MAP NO.</b>	<b>NOTES</b>
Rutabaga Holdings, LLC	144-00-00-019-000	
Rutabaga Holdings, LLC	155-00-00-025-000	
Rutabaga Holdings, LLC	144-00-00-022-000	
Rutabaga Holdings, LLC	155-00-00-039-000	
Rutabaga Holdings, LLC	144-00-00-021-000	
Rutabaga Holdings, LLC	144-00-00-018-000	
Rutabaga Holdings, LLC	155-00-00-024-000	
Rutabaga Holdings, LLC	145-00-00-014-000	



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

Ordinance No. 2023-9

**AN ORDINANCE ESTABLISHING A SOCIAL MEDIA POLICY FOR CHESTER COUNTY**

**WHEREAS**, Chester County has the authority under S.C. Code §4-9-30 to adopt ordinances and to promulgate rules and regulations pertaining to its government and affairs, and to review interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, Chester County Council is empowered by the provisions of S.C. Code S.C. Code Ann. §4-9-30(5), as amended to enact ordinances and policies relating to the management of the County in accordance with existing laws, and regulations; and

**WHEREAS**, Chester County endorses the secure use of social media tools to enhance communication, collaboration, and information exchange, streamline processes, and foster productivity improvements; and

**WHEREAS**, the County wishes to provide the use of Facebook or other public technology to involve only the sharing of information in an Information Sharing Only designation; and

**WHEREAS**, the County shall communicate on social media platforms in accordance with the Social Media Policy as described in Exhibit A of this ordinance.

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

Chester County Council does hereby adopt the Social Media Policy as attached herein as Exhibit A, and incorporated by reference into this Ordinance.

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



Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

CHESTER COUNTY, SOUTH CAROLINA

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

Joseph R. Branham  
Chair, Chester County Council

Attest:

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

Clerk to County Council  
Chester County, South Carolina

First Reading: 2-21- 2023

Second Reading: 3-6- 2023

Public Hearing: 3-20- 2023

Third Reading: 4-3- 2023

Chester County, South Carolina



## **CHESTER COUNTY SOCIAL MEDIA POLICY**

**March 2023**

## **General Overview**

To address the fast-changing landscape of the Internet and the way citizens communicate and obtain information online, Chester County may consider participating in social media to reach a broader audience. Chester County supports the use of social media to further the goals of the County and the missions of its departments where appropriate.

Chester County endorses the secure use of social media tools to enhance communication, collaboration, and information exchange; streamline processes; and foster productivity improvements. However, their application must not compromise data confidentiality and integrity. This policy establishes guidelines for the use of social media.

Social media offers government new ways of informing the public, engaging residents and targeting constituents with enlightening messages at a low cost. Creating a public common commentary online is not without difficulties. Moving forward in a deliberate, thoughtful manner is the County's chosen approach. By implementing effective policies, we can avoid those difficulties.

The Chester County Employee Handbook specifically addresses the use of social media by County employees. The purpose of this policy is to address the County's use of social media to communicate with the public during its interactions with the citizens of the County.

## General Policy

It is the policy of Chester County to provide the use of Facebook, [YouTube](#), or other public technology to involve only the sharing of information with no posting of information by anyone other than the County, and is not to be considered a type of public forum, whether now or in the future. The County does provide a live public forum where citizens may attend, in person, any County Council meeting and sign up to be heard, and encourages anyone who wants to be heard by Chester County Council to attend these meeting.

The County's use of [Facebook, YouTube, or other public technology](#) shall be to provide information only and not to be a public forum. All comments shall be turned off prior to the opening of all Council meetings and will remain off during the entire meeting.

The United States Constitution protects the freedom of speech of citizens from undue restrictions by the government. Because the County is a government actor, the ways in which they can limit speech are restricted by constitutional protections, including the First Amendment.

To the extent that social media sites or resources permit users other than the County to generate content, such as by posting comments, the County must be cautious when deciding whether to permit such user-generated content. The County must decide which designation for its use of the social media and follow certain requirements before utilizing ~~the a~~ social media site. Chester County has determined that it is appropriate for it to use the Information Sharing Only requirements of the use of social media.

## Specific Policy

It is the intent of Chester County to only share information with its use of Facebook, YouTube, or other social media platforms. The purpose of the County's use of ~~this~~ these sites/services is to provide access to all meetings of the County Council. The use of ~~this~~ these sites/services will not be accessible for comments to be posted directly by other users of this site/service but instead is intended for dissemination of information to interested users or subscribers. Chester County does reserve the right to re-post questions, ecomments, comments or other information provided by users to the County, for example by the creation of a frequently asked questions (FAQ) list or any other method, but such use of information submitted is done at the sole discretion of the County and constitutes the sharing of relevant information by the County rather than by any individual who submits information.

This policy is being adopted by ordinance by the Chester County Council and can be amended by a subsequent ordinance in accordance with Title 4 of the South Carolina Code of Ordinances.



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

Ordinance No. 2023-8

**AN ORDINANCE TO AMEND CHESTER COUNTY CODE OF LAWS  
CHAPTER 6, ANIMALS**

**WHEREAS**, Chester County has the authority under S.C. Code §4-9-30 to adopt ordinances and to promulgate rules and regulations pertaining to its government and affairs, and to review interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, Chester County Council is empowered by the provisions of S.C. Code S.C. Code Ann. §4-9-30(5), as amended to enact ordinances and policies relating to the management of the County in accordance with existing laws, and regulations; and

**WHEREAS**, the amendment to Chapter 6 of the Chester County Code of Ordinances is necessary to provide stronger enforcement tools and enhancement to services offered to citizens for animal control.

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

Chester County Council does hereby adopt the amendment to Chapter 6, *Animals* of the Chester County Code of Ordinances, as shown in Exhibit A, attached and incorporated by reference herein.

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

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

CHESTER COUNTY, SOUTH CAROLINA

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

Joseph R. Branham  
Chair, Chester County Council

Attest:

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

Clerk to County Council  
Chester County, South Carolina

First Reading: 2-6- 2023  
Second Reading: 3-20-2023  
Public Hearing: 3-6-2023  
Third Reading: 4-6-2023

Chester County, South Carolina

- -Chapter 6 - ANIMALS<sup>[1]</sup>

**Footnotes:**

--- (1) ---

*State Law reference— Authority to provide for public health, safety, police protection and sanitation, S.C. Code 1976, § 4-9-30(5); authority to provide for control of dogs and other domestic pets, S.C. Code 1976, § 47-3-20; rabies control, S.C. Code 1976, § 47-5-10 et seq.*

## **ARTICLE I. - IN GENERAL**

**Secs. 6-1—6-18. - Reserved.**

## **ARTICLE II. - ANIMAL CONTROL**

**Sec. 6-19. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
- **ABANDONMENT.** A situation in which an owner or keeper does not transfer ownership, deserts, forsakes, and intends to give up absolutely an animal without securing another owner or without providing for adequate food, water, shelter, care, or humane disposal of an animal.
- **ADEQUATE FOOD.** Food provided at suitable intervals of quantities of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight.
- **ADEQUATE SHELTER.** An enclosed, weatherproof structure that is manufactured or constructed expressly for housing a dog or cat that reasonably may be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather (enclosed structure). The enclosed structure must be free of urine and fecal matter and provide space for the animal to stand, turn, and lay down. It must be accessible to an animal and be of sufficient size and nature so as to provide the animal with adequate protection from the sun, heat, cold, or rain. The enclosed structure must be elevated off the ground of sufficient height to keep water, snow, or ice from entering it. In addition to the enclosed structure, a dog or cat must have access to enough natural or artificial shade to cover the animal between the hours of 11:00 a.m. and 3:00 p.m. from insulation, such as shavings or straw, from November 1 through March 1. Examples of unacceptable shelter include



but are not limited to: underneath or inside motor vehicles, garbage cans, cardboard boxes, plastic or metal barrels, animal transport crates or carriers; metal wire interior kennels or under houses, structures, decks, outside steps or stoops.

- **ALTERED ANIMALS.** Any animal which has been surgically sterilized by a licensed veterinarian to eliminate reproduction.
- **ANIMAL.** A living vertebrate creature except a homo sapiens.
- **ANIMAL CONTROL OFFICER.** A person employed by the county as an enforcement officer for the provisions of this chapter; provided, however that no animal control officer shall have the power or authority to issue an ordinance summons unless commissioned as a code enforcement officer as provided in S.C. Code § 4-9-145, as amended.
- **ANIMAL HOARDING.**
  - (1) Collecting animals and failing to provide them with humane or adequate care;
  - (2) Collecting dead animals without proper disposal; or
  - (3) Collecting, housing, or harboring animals in filthy, unsanitary conditions that constitute a health hazard to the animals being kept or to the animals or residents of adjacent property.
- **ANIMAL RESCUE GROUP.** An unincorporated or nonprofit organization existing for the purpose of prevention of cruelty to animals and whose purpose is to rescue and rehome animals that cannot be adopted by the animal shelter due to medical, behavioral, holding time limits or other reasons as determined by animal shelter personnel as provided in S.C. Code § 47-3-60.
- **ANIMAL SHELTER.** Any premises so designated by County Council for the purpose of impounding or harboring, caring for, adoption or euthanasia of seized, stray, homeless, abandoned, or unwanted dogs and cats.
- **AT LARGE.** Any domestic or domesticated animal is deemed to be running “at large” when it is off the property of its owner and not under physical restraint or control of the owner or keeper by means of a leash, cage or other effective device which restrains and controls the animal.
- **CAT.** A domestic feline of either sex, except a free roaming cat.
- **DOG.** A domestic canine of either sex.
- **EXPOSURE TO RABIES.** The circumstance in which any person or animal has been bitten by or exposed to any animal known or suspected to have been infected with rabies. This determination shall be made by the health department, animal control officer or a licensed veterinarian.
- **FREE ROAMING CAT.** Any friendly or feral cat without an identifiable owner and home. A free roaming cat may receive care from one or more residents in the community who do not claim ownership of the cat.

- **KEEPER.** Any person feeding, harboring, sheltering, having charge of or taking care of any animal for such a period of time as to constitute responsibility for that animal.
- **LIVESTOCK.** Domesticated equine, bovine, sheep, goats, swine, and fowl.
- **MALTREATMENT.** Ill-treatment of animal generally. Whoever knowingly or intentionally overloads, overdrives, overworks, ill-treats any animal, deprives any animal of necessary sustenance or shelter, inflicts unnecessary pain or suffering upon any animal, or by omission or commission knowingly or intentionally causes these things to be done.
- **ANIMAL MICROCHIP-** is an identification chip, embedded under an animal's skin. This chip is around the size of a grain of rice, measuring in at approximately 25 millimeters in length and two millimeters in width. Standard microchips are a 15-digit traceable number.
- **OWNER.** A person 18 years or older who:
  - (1) Has a property interest in an animal.
  - (2) Keeps or harbors an animal or who has an animal in the person's care or acts as its custodian.
  - (3) Permits an animal to remain on or about any premises occupied by the person; or
  - (4) Provides care, shelter, or nutrition to an animal or group of animals, excepting such care, shelter, or nutrition provided on a temporary basis until such time as an animal control officer or rescue group representative can retrieve the animal/group of animals.
- **PERSON.** An individual, a trust, a firm, a joint stock company, a corporation including a government corporation, a partnership, an association, a municipality, a commission, or a political subdivision of this or another state. (See S.C. Code §47-4-20)
- **PUBLIC NUISANCE.** Any animal chasing vehicles or pedestrians, damaging property other than that of the owner or behaving in a manner which disturbs the rights of, threatens the safety of or injures a member of the general public, carries a communicable disease dangerous to other animals or humans; or has a known history of biting or attacking people or other animals or any person maintaining property that is offensive, annoying or dangerous to the public health, safety or welfare of the community because of the number, type, variety, density or location of the animals on the property.
- **RESTRAINT.** The act of keeping a dog which is under the immediate physical control of a person capable of restraining the animal, by means of a collar and leash, or by passive means of control, such as by a fence, kennel, or other confinement device.

- **SECURE ENCLOSURE.** Any fenced or otherwise enclosed area suitable for properly restraining an animal and for prohibiting that animal from coming into contact with people and/or other animals.
- **SPAYED FEMALE.** Any female dog or cat which has been surgically sterilized by a licensed veterinarian to eliminate reproduction.
- **NEUTERED MALE** Any male dog or cat which has been surgically sterilized by a licensed veterinarian to eliminate reproduction
- **STRAY.** Any domestic or domesticated animal, except a free roaming cat, found wandering at large or abandoned in the public ways or on the lands of any person other than its owner.
- **SUSTENANCE.** Adequate food provided at suitable intervals of quantities of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight. (See S.C. Code § 47-1-10)
- **TETHER.** A rope, leash, cable, or other device that attaches to a single swivel point.
- **VICIOUS DOG.** Any dog evidencing an abnormal inclination to attack persons or animals without provocation. This definition is not mutually exclusive of the definition of **DANGEROUS ANIMAL.**
- **WATER.** Adequate water provided with constant access to a supply of clean, fresh, provided in a suitable manner for the species. (See S.C. Code § 47-1-10)
- **WORKING ANIMAL.** means an animal used in the performance of a particular set of tasks, while used in such a capacity. Examples include but not limited to, seeing eye dogs, licensed service dogs and dogs used to control a farmer's flock or herd.

**Sec. 6-20. - Enforcement; Interference unlawful.**

(A) The provisions of this chapter shall be enforced in the unincorporated areas of Chester County and any municipal area adopting the provisions, mutatis mutandis.

(B) Under S.C. Code § 4-9-145, Animal Control Officers may be appointed and commissioned by the Chester County Council to enforce all sections under this chapter and any other applicable state law and may exercise their powers on all private and public property within the unincorporated area of Chester County.

(C) Animal Control Officers who are commissioned by the County Council are authorized and empowered to issue written warnings or uniform ordinance summons to enforce any section of this chapter in the unincorporated area of Chester County. Any violator of this chapter may also be charged under any relevant state law under S.C. Code Title 47.

(D) No person shall interfere with, hinder or molest any Animal Control Officer in the execution of that officer's duties or release or take out of impoundment any animal from an animal control vehicle, animal trap, cage or the animal shelter.

(E) Nothing in this chapter shall be construed to prevent sheriff's deputies or law enforcement officers of any kind from enforcing any of the sections of this chapter or from exercising their authority as law enforcement officers.

(Code 1998, § 6-102)

### **Sec. 6-21. - Rabies control; Display of Inoculation Tag.**

The animal control department shall enforce and assist other agencies in the enforcement of the provision. The following rules and regulations concerning rabies control shall apply to the areas of the county that have been placed under the jurisdiction of this chapter:

s S.C. Code 1976, §§ 47-5-10—47-5-200, requiring inoculation and rabies control measures.

(A) Whenever a dog or cat is affected by rabies or suspected of being affected by rabies or has been bitten by an animal known or suspected to be infected with rabies, the owner or keeper of the dog or cat or any person having knowledge thereof shall forthwith notify the animal control officer or the health department stating precisely where the animal may be found.

(B) The animal control officer shall immediately inform the health department upon receipt of any information concerning an animal bite or a possible animal bite.

(C) The animal control officer, in conjunction with the health department, shall arrange for the supervised confinement of any dog or cat which has bitten a person. The confinement may be on the premises of the owner if the owner will sign a DHEC agreement assuming total responsibility for the safe confinement of the pet or other animal or the confinement may be at the county animal shelter with the current impoundment and boarding fees charged, or the dog or cat may be confined at a private animal shelter or a veterinary hospital at the owner's expense.

(D) Any dog or cat which has bitten a person must be confined for a period of at least ten days. The health department or the animal control officer shall be permitted by the owner or keeper of the dog or cat to examine the same at any time and daily if desired within the ten-day period of confinement to determine whether the animal shows symptoms of rabies. No person shall obstruct or interfere with the animal control officer or the health department in making the examination.

(E) In the case of an animal other than a dog or cat which has scratched or bitten a person, the health department shall serve notice upon the owner of that animal that the owner shall have the animal euthanized immediately and have the brain submitted for rabies examination.

(F) The health department shall serve notice in writing upon the owner of a dog, cat or other animal known to have been bitten by an animal known or suspected of being affected by rabies requiring the owner to confine the animal for a period of not less than six months except those animals properly treated with anti-rabies vaccine shall be confined for a period of not less than three months.

(G) No person shall kill, or cause to be killed any dog, cat or other animal, that is suspected of having been exposed to rabies or which has bitten a person, nor remove the animal from the jurisdiction of the county without written permission of the health department. An exception to the preceding requirement is in any circumstance in which there exists the possibility of the animal escaping or being involved in an additional biting incident in which case the animal is to be killed and the health department notified immediately.

The following rules and regulations governing the inoculation of dogs and cats shall be applicable:

(1) Every owner of a dog or cat shall have the animal inoculated against rabies and require the animal to wear a rabies vaccination tag on a collar or harness.

(2) A State Board of Health certificate of animal rabies vaccination will be issued by a licensed veterinarian for each animal stating the name and address of owner, the name, breed, color and markings, age and sex of the animal and the veterinary or pharmaceutical control number of the vaccination. One copy of the certificate shall be given to the owner, and one copy shall be retained by the person administering the vaccine.

(3) With the issuance of the certificate, the veterinarian shall also furnish the owner with a serially numbered metal rabies vaccination tag bearing the same number and year as the certificate. The metal rabies vaccination tag shall bear the name of the veterinarian who administered the vaccination.

(4) The rabies vaccination tag issued by the veterinarian shall at all times be attached to a collar or harness worn by the animal for which it was issued and any animal not having a proper rabies inoculation license tag attached may be subject to impoundment.

(5) The owner shall have a valid certificate of rabies immunization readily available for inspection by competent authority.

(6) In the event that a rabies vaccination tag is lost, the owner will obtain a duplicate tag without delay.

(7) A certificate of rabies immunization issued by a licensed veterinarian from another state will be accepted as valid evidence of inoculation provided it is less than one year old

(Code 1998, § 6-103)

**State Law reference**— Mandatory inoculation against rabies, S.C. Code 1976, § 47-5-60.

## **Sec. 6-22. – Impoundment of animals running at large.**

**(Code 1998, § 6-104)**

(A) It shall be unlawful for the owner or keeper of any dog or livestock to willfully or negligently permit any such animal to run at large beyond the limits of his or her own land or the lands leased, occupied or controlled by him.

(B) It is unlawful pursuant to the provisions herein for any dog or cat owner or other keeper of a dog or cat to:

(1) Keep a dangerous or unruly dog unless under restraint, as defined herein under § 6-59, so that the dog cannot reach persons not on land owned, leased, or controlled by him or her;

(2) Release or take out of impoundment or quarantine without proper authority any dog or cat or resist county or municipal shelter personnel engaging in the capture and impoundment or quarantine of a dog or quarantining of a cat;

(3) Any person who violates the provisions of this section § 6-22 (B), is guilty of a misdemeanor and must be fined \$50 for a first offense and not to exceed \$500.00 for each subsequent occurrence thereafter.

(C) Whenever any domestic animals shall be found upon the lands of any person other than the owner or manager of the animals, the owner of the trespassing stock shall be liable for all damages sustained and for the expenses of seizure and maintenance. The damages and expenses shall be recovered, when necessary, by action in any court of competent jurisdiction, and the trespassing stock shall be held liable for the damages and expenses, in preference to all other liens, claims or encumbrances upon it. (See S.C. Code § 47-7-130)

(D) Any freeholder or tenant of land, his or her agent or representative, may seize and hold possession of any stock which may be trespassing upon his or her premises, and as compensation for the seizure may demand of the owner of every such horse, mule, ass, jennet, bull, ox, cow, calf, swine, sheep, goat, or other animal not herein named, just damages for injuries sustained. The claim shall, when possible, be laid before the owner of the trespassing stock within 48 hours after seizure of the stock. (See S.C. Code § 47-7-140)

(E) In case the claim shall not be amicably or legally adjusted and the trespassing stock recovered by the owner within 12 hours after the receipt of the notification, the owner shall further become liable in a sum sufficient to cover the maintenance and care of his or her stock up to the time of its removal, but the owner shall be entitled to recover immediate possession of his or her stock on due execution of the bond to cover expenses and claimed damages as any magistrate shall decide to be good and sufficient. (See S.C. Code § 47-7-150)

(F) In any criminal prosecution for violation of the provisions of §§ 6-22 *et seq.*, the defendant may plead, as a matter of defense, the full satisfaction of all reasonable demands of the party or parties aggrieved by the violation, and upon such plea being established and upon payment of all costs accrued up to the time of the plea he or she shall be discharged from further penalty. (See S.C. Code §47-7-170)

(G) Any animal found to be running at large may be captured, confined and/or impounded by an animal control officer and held in an animal shelter for a minimum period of five days. If the animal is not reclaimed by the owner as provided in this chapter, the animal may be humanely euthanized, adopted to a new owner, or sent to a rescue.

(H) Any animal observed by an animal control officer to be running at large and subsequently returning to the owners property when the owner is absent or away from the property may be removed from the owner's property and impounded if the animal control officer has reasonable cause to believe that the animal is running at large in violation of the provisions of this chapter and the animal will present a danger to itself, persons or other animals or be prejudicial to the safety of the public if the animal is left unrestrained.

(I) In the case of an impoundment of an animal under the provisions of §6-22, the animal control officer shall provide posted written notice upon the property in issue setting forth the date and time of impoundment and the procedures to follow in order to retrieve the owner's animal.

(J) The Animal Control Director, Supervisor or designee is authorized to hold identifiable animals and dispose of them if the owner fails to claim them. The Animal Control Director, Supervisor or designee must not euthanize any positively identifiable dog or cat until they have notified the owner at his or her last known address by registered mail that officers have the dog or cat in their possession. The owner must notify the animal shelter within two weeks after receipt of the registered letter than the owner will reclaim the dog or cat. If the owner does not reclaim the animal within two weeks of notification, it may be euthanized. Reasonable costs associated with the above extended holding period, including cost of mailing the required notice, must be paid before the dog or cat is returned to its owner, or the owner's designee, in addition to any other established costs, fines, fees, or other charges.

Any animal that has been impounded for five days and unclaimed by its owner will become the property of Chester County and may be disposed of as follows:

(k) An animal may be placed for adoption to a person 18 years or older upon compliance with the provisions and payment of the fees required by this chapter.

(L) An animal may be released to an approved animal rescue group as defined in this chapter if it has been determined that the animal is not suitable for adoption to the public or space at the animal shelter is not available to house that animal.

(M) An animal may be humanely euthanized if deemed to be unadoptable due to medical, behavioral or spatial issues.

### **Sec. 6-23. - Redemption.**

(A) To obtain the release of an animal after impoundment, an owner must be at least 18 years old and also provide documentation that the animal is currently inoculated against rabies and also must pay the impoundment fee as specified in § 6:32 of this chapter.

(B) If an animal is not reclaimed by its owner within 24 hours of the impoundment of that animal, a boarding fee will be charged at the current established boarding rate for each day after the first day of impoundment.

(C) Pursuant to the provisions of S.C. Code § 47-3-55(C) and (E); all dogs and cats that are reclaimed from the animal shelter will have a microchip implanted with the associated cost of the microchip added to any impoundment and boarding fees. The owner redeeming his or her dog or cat must elect to have a microchip implanted.

(D) An increasing impoundment fee will be charged to an animal owner according to the schedule established in this chapter each time an animal belonging to the same owner is impounded up to three consecutive times. Any subsequent impoundments charged to the owner after three times will be charged at a rate equal to the third impoundment fee and for each time thereafter.

(1) In calculating the fees required under this section, no animal impoundments charged to the animal owner occurring more than three years before the current impoundment shall be considered.

(2) The Animal Control Director may, at his or her discretion, waive all fees for the first impoundment if, in the judgment of the Animal Control Director, a violation of this code is inadvertent and there are extenuating circumstances which would warrant the waiver of fees for a first impoundment.

(E) The Animal Control Director may prohibit an owner of any animal to reclaim the animal, which, by virtue of its temperament, size, behavior, history or any combination thereof, may present a danger to the safety of the public. Under this provision, the animal may be held at the Animal Shelter pending a hearing before a magistrate to determine if additional confinement measures are necessary. In the case of such a detention of an animal, boarding fees shall accrue pursuant to the schedule of fees set forth herein, but, may be waived by the magistrate upon a finding that additional confinement of the animal in issue is not necessary.

(F) All requests for information on circumstances and reasons why an animal was impounded must be requested through the Freedom of Information Act. A written request must be submitted stating what information is requested, and it must include the contact information for the person making the request.

### **Sec. 6-24. - Adoption.**



(A) Any animal impounded under the provisions of this chapter may, at the end of the legal detention period be evaluated by the shelter staff and be eligible for adoption, at the discretion of the Animal Control Director or designee, by a person 18 years or older who will agree to comply with the provisions of this chapter. In determining whether an adoption is suitable for the animal, the behavior of the animal, how the animal responds to the prospective adopter, and any other characteristics of the animal or the placement that may affect the welfare of the animal or the prospective adopter.

(B) A person may be refused adoption of an animal by the Animal Control Director if it is determined that the person wishing to adopt an animal has a history of (as evinced by County records) or past conviction of abandonment, maltreatment, or any other violation of this chapter.

(C) The Animal Control Director, Supervisor or designee may schedule a home visit to verify the living conditions and health of the animal comply with the Animal Control Adoption Agreement. This home visit must occur no later than six months after the date of the adoption. Should the Animal Control Director, Supervisor or designee find the living conditions or health of the animal violate the Animal Control Adoption Agreement or these ordinances, he or she may schedule additional visits to ensure compliance or seek an order from the magistrate court allowing Animal Control to remove the animal from the adopter's home. Additionally, the Animal Control Director or designee may enforce any violations of this chapter observed during a home visit.

(D) If a licensed veterinarian certifies within three days of the adoption of an animal that the adopted animal is ill, sick or injured, the person to which the animal was adopted may request a refund or exchange the animal for another animal.

*(Code 1998, § 6-106)*

## **Sec. 6-25. - Public nuisance.**

(A) It shall be unlawful for any person to own, keep, possess or maintain an animal in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any animal are hereby declared to be a public nuisance and unlawful.

(1) Maintaining property in a manner that is offensive, annoying or dangerous to the public health, safety or welfare of the community because of the number, type, variety, density or location of the animals on the property.

(2) Allowing or permitting an animal to bark, whine, or howl in an excessive, unwarranted and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises. (change to city to enforce)

(3) Maintaining an animal that is diseased and dangerous to the public health.

(4) Maintaining an animal that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles or vehicles.

(B) A pet which has been determined to be a nuisance by the department of animal control may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.

(C) Every female pet in heat shall be kept confined in a building or boarded at a veterinarian's office in such a manner as will not create a nuisance by attracting other animals.

(D) Any person walking or owning an animal must clean up any waste deposited by the animal on public property or the private property of anyone other than the property of the animal's owner.

(E) It shall be unlawful for any person to hoard animals

**(Code 1998, § 6-107)**

## **Sec. 6-26. – Abandonment and Maltreatment prohibited.**

(A) *Acts of agents imputed to corporations.* The knowledge and acts of agents and persons employed by corporations in regard to animal transported, owned or employed by or in the custody of the corporations shall be held to be the acts and knowledge of the corporations. (See S.C. Code § 47-1-20)

(B) *Ill-treatment of animal generally.* Whoever knowingly or intentionally overloads, overdrives, overworks, ill-treats any animal, deprives any animal of necessary sustenance or shelter, inflicts unnecessary pain or suffering upon any animal, or by omission or commission knowingly or intentionally causes these things to be done, for every offense is guilty of a misdemeanor.

(C) *Abandonment of animals.*

(1) A person may not abandon an animal. As used in this section **ABANDONMENT** is defined as deserting, forsaking, or intending to give up absolutely an animal without securing another owner or without providing the necessities of life. Necessities of life includes adequate water, adequate food, and adequate shelter, as defined in § 6-19.

(2) A person who violates this section is guilty of a misdemeanor and, upon conviction, must be punished for each offense in the manner prescribed in §6:32. (See S.C. Code § 47-1-70)

(D) If an animal is found to be obviously abandoned by the owner or keeper, an animal control officer may impound that animal.

(E) No person shall cause, instigate, attend or permit any dog fight, cockfight, or other combat between animals or between animals and humans.

(F) *Poisoning animals.* No person shall intentionally place any known poisonous substance, whether mixed with food or not, in a place where an animal may eat the poisonous substance. However, it shall not be unlawful for a person to place poison on his or her property for the purpose of pest or vermin control.

(G) In a case of abandonment or maltreatment, an animal control officer may determine that removal of an animal is required to prevent further suffering or ill-treatment. In such case, an animal control officer may petition a magistrate as allowed under S.C. Code § 47-1-150(C) for an order allowing Animal Control to lawfully take custody of the animal or an order requiring the owner to provide certain care for the animal at the owner's expense. An animal control officer applying for an order must comply with all evidentiary, notice, and hearing requirements described in S.C. Code § 47-1-150.

(H) *Immunity from civil and criminal liability.* Any person, including a person licensed to practice veterinary medicine, or an animal control officer or agent of the South Carolina Society for the Prevention of Cruelty to Animals or any society incorporated for that purpose, who in good faith and without compensation for services provided, acting without malice, recklessness, or gross negligence, renders emergency care or treatment to a domestic animal which is abandoned, ill, injured, or in distress related to an accident or disaster shall not be liable or subject to any civil or criminal liability for any injuries or harm to the animal resulting from the rendering of such care or treatment, or any act or failure to act to provide or arrange for further medical treatment or care for the animal. (See S.C. Code § 47-1-75)

(Code 1998, § 6-109; Ord. No. 2018-4, 4-3-2018)

## **Sec. 6-27. - Euthanasia.**

(A) The animal control department shall use injections of sodium pentobarbital as the sole method of euthanasia for animals. Intravenous injections of sodium pentobarbital shall be the primary method of euthanasia; however, intraperitoneal injections may be used to euthanize fractious and feral animals. It shall be unlawful for animal control personnel to give an intracardial injection of sodium pentobarbital to a conscious animal; however, an intracardial injection may be given to an unconscious animal which exhibits no eye reflexes.

(B) Sodium pentobarbital shall be administered only by animal control personnel certified by a licensed veterinarian. A log of use of sodium pentobarbital shall be maintained at the animal control shelter. Drugs at the animal control shelter shall be kept in locked storage accessible only by a certified animal control officer, and shall be maintained, used and disposed of in accordance with applicable county, state and federal regulations.

## **Sec. 6-28.- Restraint Requirements**

(A) When a tether is utilized as a means of restraint, a responsible adult must be physically outdoors with their dog, and the dog must be under the owner's direct control. The tether must be at least ten feet in length, have swivels on both ends, and allow the animal to utilize the entire 360-degree circular area designated by the tether. The tether must allow the dog free access to food, water and shelter. Any tether must be attached to a properly fitting collar or harness worn by the dog and shall weigh no more than 10% of the dogs estimated body weight.

(B) Owners may use trolley systems, fences, ground tether and kennels for passive restraint of dogs.

(C) The primary usable trolley runner line must be suspended at least three feet above the dog's head, with at least ten feet in length between two pulley stop points. The secondary line attached to dog shall have a rolling trolley freely moveable a distance of at least ten feet on the primary trolley line with a spring/shock absorber attachment and swivels at both ends. The trolley system shall allow the dog unrestricted body movement and utilization of the entire area designated by the system, with a minimum of five feet lateral movement for the dog on each side of the primary trolley line, as measured on the ground. The trolley system must allow the dog free access to food, water, and shelter. The trolley system must be of appropriate configuration to prevent escape of the dog and confine the dog to the owner's property. The primary trolley line shall be used to restrain only one dog at a time.

(D) All collars used must be made of nylon, leather, or other durable and non-metallic material and must be fitted so as to not cause injury to the animal or embed itself in the dog's neck.

(E) Use of a chain, choke, or pinch collar for passive restraint is prohibited.

(F) Any dog that is restrained must be a sufficient distance from any other objects or debris so as to prohibit any tangling of the restraint or from extension over an object or an edge that could result in injury or strangulation of the dog.

(G) No animal shall be permitted to be on private property unless it is with the express permission of the property owner.

(H) An unspayed female dog must be confined within a building or secure fence or kennel to prevent potential contact with stray dogs.

(I) The area of every fence or kennel must measure at least ten feet by ten feet equal to 100sq ft.

(J) The ground tether has the following properties:

- a. A minimum ten-foot length;
- b. A swivel type termination at both ends;
- c. Is not made of chain;
- d. Total weight does not exceed ten percent of the animal's body weight,
- e. Is fabricated of a material that prevents tangles.

## **Sec 6-29. - Injured, Diseased and Dead Animals.**

(A) It shall be unlawful for any person to intentionally strike an animal with an automobile or other vehicle.

(B) Any person injuring a dog or cat by striking it with an automobile or other vehicle shall notify the owner of the animal, if identification is possible, or shall notify the Animal Control Department if the animal cannot be identified.

(C) Any animal received by a veterinarian in critical condition from wounds, injuries or disease, may be destroyed if the owner cannot be contacted and the pet is suffering great pain.

(D) If an injured animal has been released to the shelter and is determined to be unadoptable to the public, the animal may be eligible for rescue by any approved animal rescue group after an evaluation by the shelter veterinarian. Upon rescue, the animal will become the property of the rescue organization. Injured or distressed animals that have been released to the shelter will not be held an unreasonable length of time awaiting pick up by a rescue organization.

(E) Whenever any animal shall die from any natural or other cause, the owner or keeper of the animal must bury the body, within 48 hours of the death of the animal, at least three feet underground. An owner or keeper may not dispose of any part of a dead animal in any lake, creek, pond, road, street, alley, or lane. An owner or keeper who fails to properly dispose of a dead animal as required violates this section and, in addition to the penalties prescribed in §6:32, must pay all costs incurred by Chester County for proper disposal of the animal.

### **Sec 6-30. -Violation of Owner Surrender Program.**

Chester County Animal Control established policies and fees governing owner surrender of animals. Any person who brings an animal to Animal Control and turns over that animal as a stray when the person actually owns the animal violates this chapter and is subject to the penalties described in §6:32.

### **Sec. 6-31. -Records.**

(A) Accurate records shall be kept by the animal shelter on all animals impounded as to whether they are redeemed, adopted or euthanized.

(B) Records shall also be kept on all cases involving animal bites.

### **Sec. 6-32. -Fees**

(A) The fees set forth herein shall be applicable to the functions listed and such fees shall be turned over to the county treasurer, who shall make a monthly accounting of the funds.

Adoption Fee	\$50 Dogs	\$20 Cats
Impound Fee 1st Occurrence	\$50	
Impound Fee 2nd Occurrence	\$100	
Impound Fee 3rd Occurrence	\$125	
Impound Fee 4th (and subsequent Occurrence)	\$300	

Board Fee \$15/day for dogs, cats.

\$30/day for livestock and fowl

Microchip \$20

Owner Surrender Fee \$50 per animal or \$75 per litter of three or more animals

(B) *Special adoption events.* The Animal Control Director may reduce the adoption fee for a specific period of time to encourage adoptions. The Animal Control Director must publish on the county web site and post in the shelter an advertisement that states the beginning date, end date, and the adoption fee for the special adoption event.

### **Sec. 6-33 -Rules of Construction; Remedies Not Exclusive.**

(A) Nothing in this chapter may be construed to limit the power of the county to prohibit animals from running at large, whether or not they have been inoculated as provided in this chapter; and nothing in this chapter may be construed to limit the power of the county to regulate and control animals in the unincorporated area of the county or to enforce other and additional measures for the restriction and control of rabies.

(B) The penalties imposed in this chapter are non-exclusive. In the event of any violation or proposed violation of this chapter, the county manager, the director of public works, or the Animal Shelter Director, or any adjacent, neighboring, or affected property owner who would be damaged by the violation may, in addition to other remedies, apply to a court of competent jurisdiction for injunctive relief, mandamus, a restraining order, or other appropriate relief in a civil proceeding to prevent, correct or abate the violation or threatened violation of this chapter, and pursue all such additional remedies which shall be cumulative to the penalties provided herein.

### **Sec. 6-34 -Penalty.**

(A) Except as expressed within §6.22 (B), a person refusing to comply with the provisions of this chapter or violating any of the provisions of this chapter will be subject to the issuance of an ordinance summons for each offense and upon conviction shall be guilty of a misdemeanor and subject to fines not to exceed \$500 per offense and/or imprisonment not to exceed 30 days, and in addition, shall be liable for all court costs and fees, and further shall be liable to pay all costs and fees incurred in the provision of care for the animal and all related expenses.

(B) As more particularly described in §6.20, violations of §6.19 *et seq.* shall be enforced by any duly commissioned enforcement officer using the county ordinance summons or by the Chester County Sheriff or any duly constituted deputy sheriff.

(C) Nothing herein is intended to abrogate the counties or any citizen's civil remedies available under statutory or common law.

Section 47-3-1010. As used in this article, the term:

**DOG BREEDER** - means any person or business that owns, has custody of, or maintains 2 unaltered dogs over the age of six months that are capable of reproduction and kept primarily for the purpose of breeding and selling the offspring to a person, business, or pet store for resale as pets to the general public.

**Investigator** - means any animal control officer, public health or safety official, or law enforcement officer employed by the municipality or county where a dog breeder resides or maintains breeding operations.

## **Sec. 6-35-Breeding.**

*Section 47-3-1030.*

(A) A animal breeder shall provide the following for each animal owned, kept, or maintained by that breeder:

- (1) access to exercise on a daily basis;
- (2) access to adequate food and water;
- (3) access to adequate food provided at appropriate intervals to maintain a healthy weight;
- (4) appropriate veterinary care, including routine and preventative care; by a licensed veterinary
- (5) each animal must be microchipped before being bred or released from the facility.
- (6) daily assessment of each animals' overall health and behavior;
- (7) appropriate and prompt treatment or attention to any deviation in health;
- (8) preventative care sufficient to keep animals free from internal and external parasites;
- (9) a primary enclosure that:
  - i. is constructed and maintained so that animals are securely confined;
  - ii. does not cause injury to the animals;
  - iii. protects the animals from extreme weather conditions;
  - iv. is maintained in a sanitary manner;
  - v. is large enough that each animal can sit, stand, lie down, or turn around comfortably with no overcrowding; and
  - vi. clean and free from debris and odor and shall remove feces and dispose of them as frequently as necessary so as not to pose a threat to the health of the animals;
- (10) protection from adverse or extreme weather conditions;
- (10) flooring that provides solid footing. If wire is used as flooring of a primary enclosure, it should be comprised of a material featuring a protective coating, be of an appropriate size to prevent injury, particularly to the animals feet, and

must be kept in good repair; If wire is used, a solid platform of sufficient size should be provided to allow the dogs to attain solid footing and to offer a space for resting;

(11) lighting, artificial or natural, that provides a regular lighting cycle for the animals;

(12) bedding material that is clean and does not pose a risk to the animals.

(B) An animal breeder shall maintain accurate records for at least five years that include:

(1) the date on which a animal enters the operation or business;

(2) the name of the person from whom the animal was purchased or obtained, including the address and phone number of the person;

(3) the name of the pet store or person the animal is sold to;

(4) a description of the animal, including the species, color, breed, sex, and approximate age and weight;

(5) any tattoo, microchip number, or other identification number carried by or appearing on the animal;

(6) each date that juveniles were born to the such animal and the number of.

(7) all medical care and vaccinations provided to the animal.

(8) A breeder may only breed a female dog after an annual certification examination by a licensed veterinarian which certifies that the dog is in suitable health for breeding and is under the age of eight years.

(9) An investigator may, upon receiving a complaint or upon their own suspicion, investigate any potential violation of the provisions of this article. The investigation may include the inspection of the books and records of the dog breeder, the inspection of any companion animal owned by the dog breeder, and the inspection of any place where animals are bred or maintained. The investigator may enter any premises, including the residence of the breeder, where animals may be bred or maintained during daytime hours while conducting the investigation.

(C) *Section 47-3-1060.* A person who violates a provision contained in this article, for a first offense, is guilty of a misdemeanor and, upon conviction, must be fined not less than two hundred dollars and not more than one thousand dollars. A person convicted of a second or subsequent offense must be imprisoned not more than thirty days. Each violation shall constitute a separate offense. The provisions of this article are in addition to, and not in



lieu of, any other State or federal laws protecting animal welfare. This article shall not be construed to limit any State law or regulation protecting the welfare of animals, nor shall anything in this article prevent a local governing body from adopting and enforcing its own animal welfare laws and regulations in addition to this section.

**Breeders must purchase a breeders License of \$300.00 from the Chester County Animal Control.**

(Exemptions for working animals and livestock defined §6.60)

### **6.36 KEEPING OR HARBORING STRAY ANIMALS.**

(A) No person, without the actual consent of the owner, shall harbor, feed, keep in possession by confinement or otherwise have any animal which does not belong to such person, unless he has, within 24 hours of the time the animal came into his or her possession, notified the animal shelter. Upon receiving such notice, the animal shelter may choose to impound the animal.

(B) No person shall refuse to surrender a stray animal to an employee of the animal shelter upon demand.

**Secs. 6-37—6-57. - Reserved.**

## **ARTICLE III. - DANGEROUS ANIMALS**

**Sec. 6-58. - Definitions.** The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

### ***DANGEROUS ANIMAL.***

(1) Any animal as defined in §6.19

(a) Which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or otherwise endanger the safety of **human beings or animals**.

(b) Which:

1. Makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined as required by § 6.59;

2. Commits unprovoked acts in a place other than the place where the animal is confined as required by § 6-59 and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being.

3. Commits more than one unprovoked attack that injures or kills another animal and the attack occurs in a place other than the place where the animal is confined as required by § 6-59.

(c) Which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting.

(2) Does not include:

(a) An animal used exclusively for agricultural purposes; or

(b) An animal which attacks a person who is trespassing or who appears to be trespassing. A **TRESPASSER** is a person who is not lawfully upon the premises of the owner, as set forth in S.C. Code § 47-3-770(A), incorporated herein.

(3) An animal is not a dangerous animal solely by virtue of its breed.

(4) As used herein, **INJURY** or **BODILY INJURY** including but not limited to broken bones, lacerations, punctures of the skin, or any physical injury resulting in death.

(Ord. No. 03-21-2007D, § 1, 3-21-2007)

### **Sec. 6-59. - Keeping of dangerous animals.**

(A) *Restraint and confinement.* The owner shall confine, within a building or secure enclosure, any dangerous animal and shall not take the animal out of the building or enclosure unless the animal is securely muzzled and under restraint, or under the physical control of its owner. No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his or her premises. A dangerous animal is unconfined as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal. (See S.C. Code § 47-3-720)

(B) Owning or harboring animal for fighting or attacking humans or domestic animals is prohibited. Selling, breeding, buying or attempting to buy, or intent to do same is prohibited. Exceptions:

(1) No person may own or harbor an animal for the purpose of fighting or train, torment, badger, bait, or use an animal for the purpose of causing or encouraging the animal to unprovoked attacks upon human beings or domestic animals.

(2) No person may possess with intent to sell, offer for sale, breed, or buy or attempt to buy a known dangerous animal, however this division does not apply to a person who is licensed to possess and breed an animal under the classifications specified and regulated by the United States Department of Agriculture under the Animal Welfare Act as codified in U.S.C. Title 7.

(C) *Seizure and impoundment of dangerous animal.*

(1) If a law enforcement agent, animal control officer, or animal control officer under contract with a county or municipal government to provide animal control services has probable cause to believe that a dangerous animal is being harbored or cared for in violation of S.C. Code §§ 47-3-720, 47-3-740, or 47-3-760(E), the agent or officer may petition the court having jurisdiction to order the seizure and impoundment of the dangerous animal while the trial is pending.

(2) If a law enforcement agent, animal control officer, or animal control officer under contract with a county or municipal government to provide animal control services has probable cause to believe that a dangerous animal is being harbored or housed in violation of S.C. Code § 47-3-730, the agent or officer may seize and impound the dangerous animal while the trial is pending.

## **Sec. 6-60. - Exemptions.**

The provisions of this article shall not apply to:

- (A) The provisions of §6.35 (A) of this chapter shall not apply to hunting dogs while engaged in hunting or training exercises while on the property of the owner or property of a consenting landowner. The hunting dogs are permitted to be under voice control or electronic tracking control rather than under the restraint required in §6 28(A) of this chapter.
- (B) The provisions of §6.35 of this chapter shall not apply to Livestock or Working Animals.
- (C) The provisions of §6.22 of this chapter shall not apply to a working dog or trained guard dog actively engaged in protection or working of livestock while on the property of the owner or property of a consenting landowner. The dog is allowed to cross an intersecting public right-of-way while actively engaged in protection or working of livestock. The working or trained guard dog is permitted to be under voice control or electronic tracking control rather than under the restraint required in §6.22 of this chapter.
- (D) If any dog strays on public property or private property without permission of the landowner, the exception contained in this section shall not apply, and the owner of the dog shall be in violation of the provisions of this chapter.
- (E) Animal control or law enforcement agencies or officers acting under the authority of this act.

(F) Licensed veterinary hospitals or clinics in possession of dangerous animals for treatment or rehabilitation purposes.

(G) Any county resident living within the boundaries of the county and having preexisting ownership of a dangerous animal holding appropriate and current licensing at the effective date of the ordinance from which this article is derived shall within 30-calendar days of the effective date of the ordinance from which this article is derived contact the county animal control to register the dangerous animal with the county. All persons, firms or corporations keeping or owning dangerous animals in the county shall pay a yearly fee of \$100.00 per location. Failure to register a dangerous animal or to pay the annual fee shall be governed by [§6-59](#).

(Ord. No. 03-21-2007D, § 3, 3-21-2007)

### **Sec. 6-61. - Animal facilities.**

(a) Any person, firm or corporation keeping or owning dangerous animals in the county shall comply with guidelines established by the United States Department of Agriculture for the purpose of construction of cages, housing of animals and subsequent care of animals. Temporary housing of any type will be prohibited.

(b) Any person, firm or corporation keeping or owning dangerous animals in the county shall comply with all regulations promulgated by any other state or federal agency, including, but not limited to, the Animal Welfare Act (7 USC 2131 et seq.) and its subsequent amendments and the regulations adopted under that act and the Captive Wildlife Safety Act (16 USC 3372 et seq.) and its subsequent amendments and the regulations adopted under that act.

(c) Any person, firm or corporation keeping or owning dangerous animals in the county shall have adequate locks upon the cages housing said animals. The county animal control officers shall have the authority to inspect the locks on each cage housing dangerous animals.

(d) Animal Control Officers may enter the exterior area of private property for the purpose of inspecting the premises to determine if owners of animals complied with the provisions of this chapter.

(e) There shall be no trees or any other structures, which could in any way assist the animal in climbing or jumping, located within 15 feet of the cage side.

(f) Any USDA licensed exhibitor must have a mobile facility for any dangerous animal that is taken out of a stationary facility. Such animals shall not be allowed out of a caged area at any time. These animals must be led to and from their cage to the mobile facility through a totally enclosed caged corridor.

(g) The owner or owner's designee of any person, firm or corporation owning dangerous animals in the county on the effective date of the ordinance from which this article is derived must have permanent residential housing on the property where the said dangerous animals are located and must have an individual available on site on a 24-hour basis.

(h) Any violation of this article shall be punishable by a fine of up to \$1,000.00 in addition to stated fines and costs.

(Ord. No. 03-21-2007D, § 4, 3-21-2007)

**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: 114-00-00-016-000 Acres: 160.33

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 ite 420 Charlotte, NC  
 Telephone: [REDACTED]

Owner(s) if other than applicant(s): Miller Development Company  
 Address: 1120 East Boulevard Suite 200 Charlotte, NC 28203  
 Telephone: [REDACTED] 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.

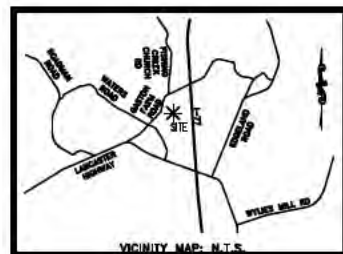
The development will have an HOA and will have covenants. This will provide direction on all easement information as well as maintenance responsibilities for common open space as well as maintenance for storm water ponds. The covenants will be recorded to assure compliance.

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.

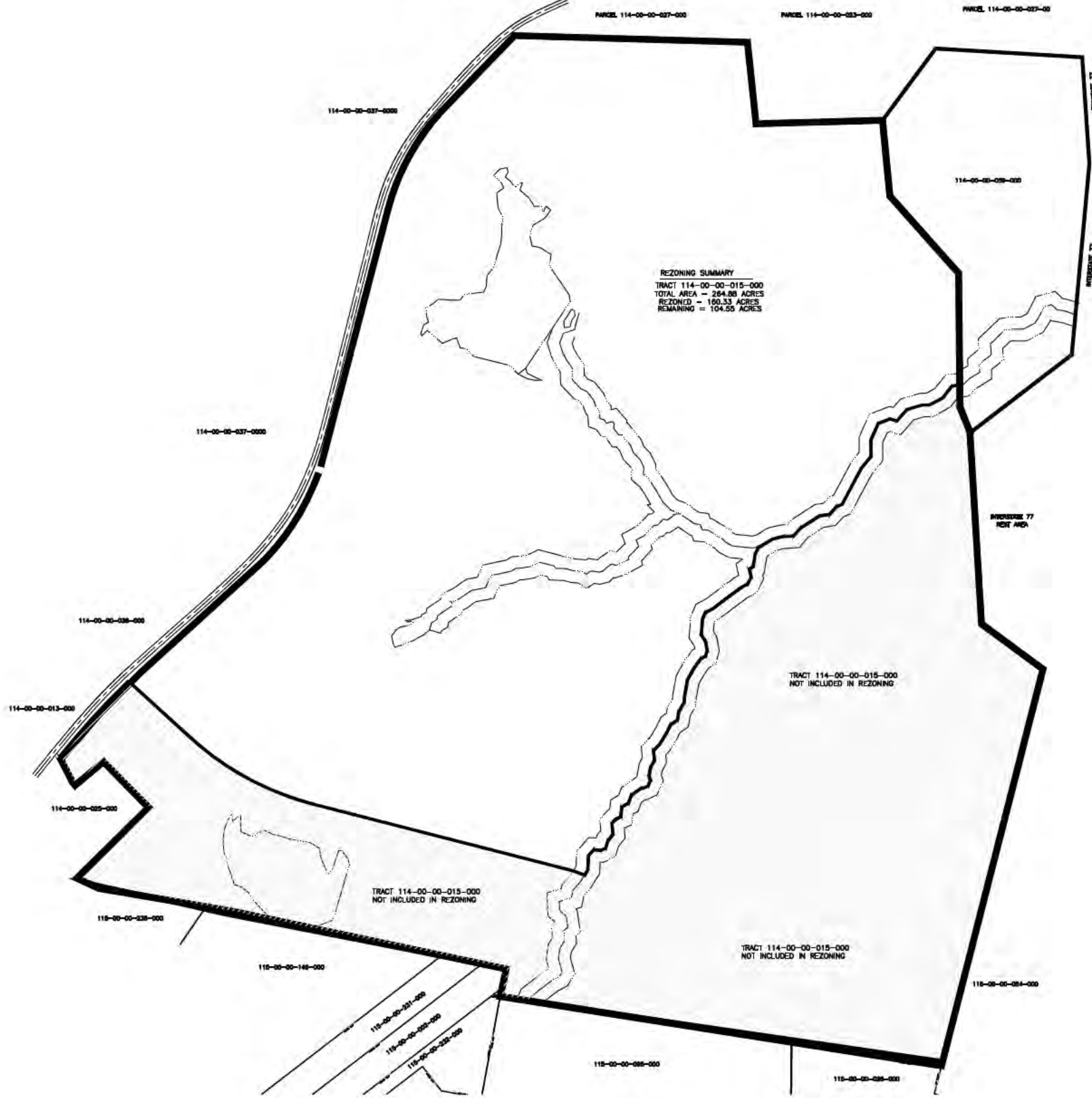
The approach with this project has been a little different than other proposed developments in the market today. This project proposes a nice product on lots that are a little wider and bigger than other PD development and built at a lower density. The lot layout has been based on the natural features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

# HICKLIN SUBDIVISION

## CHESTER COUNTY, SOUTH CAROLINA



**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 = 180.33 ACRES  
 REMAINING = 104.55 ACRES

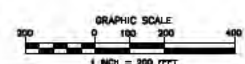


**PRELIMINARY**  
 FOR REVIEW PURPOSES ONLY

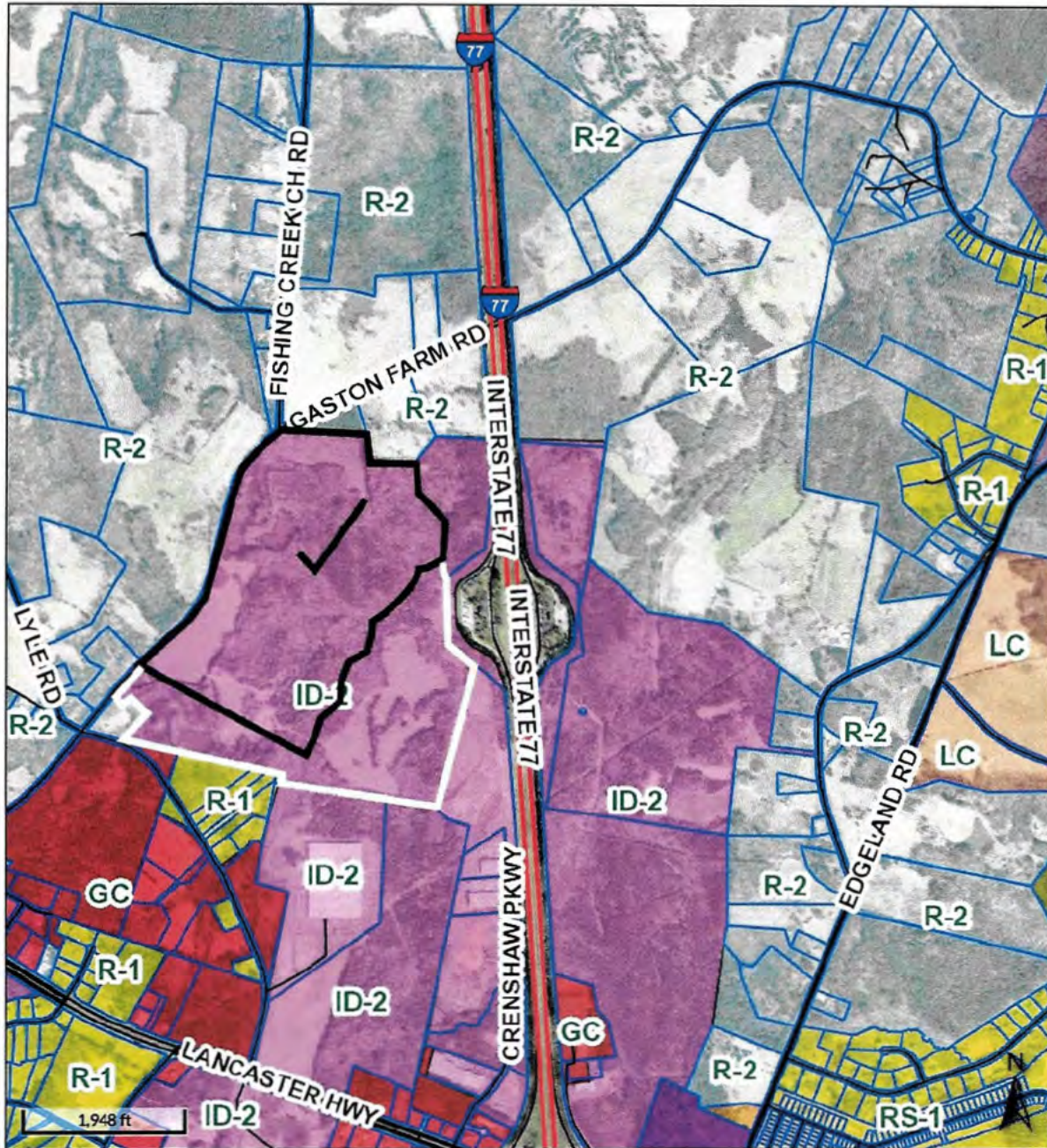
**HICKLIN SUBDIVISION**  
 CHESTER COUNTY, SOUTH CAROLINA  
**REZONING #1**  
**TRACT 114-00-00-015-000**

ISAACS  
 8720 RED OAK BOULEVARD, SUITE 420  
 CHARLOTTE, N.C. 28217  
 PHONE (704) 577-5449 FAX (704) 577-5555

**RZ1.0**



NO.	BY	DATE	REVISION



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 1<sup>st</sup> – 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: [Redacted]

Phone# [Redacted]

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

E-mail [Redacted]

Owner Engineer: The Isaacs Group - Benji Layman

Phone# (7) [Redacted]

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

E-mail [Redacted]

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:
  - 350 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 Little  
District Engineer

Date: 08/24/2021



**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

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)

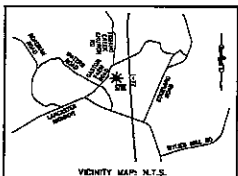
Home Office:  
119 Brookstown Ave., Suite PH1  
Winston-Salem, NC 27101  
Main: 336.744.1636; Fax: 336.458.9377

Charlotte Regional Office:  
9144 Arrowpoint Blvd., Suite 130  
Charlotte, NC 28273  
Main: 704.200.2864

Serving the Southeast since 2002

# HICKLIN SUBDIVISION

## CHESTER COUNTY, SOUTH CAROLINA



**DEVELOPMENT DATA**

PROPOSED ZONING: R2  
 COUNTY: CHESTER COUNTY  
 TAX MAPS: 115-00-00-010-000, 114-00-00-004-000  
 FULL LOT WITH SHOW: 80 FT.  
 ROAD WIDTH: 80 FT.  
 ROAD SPACING: 80 FT.  
 DISTANCE FROM ADJACENT PROPERTY: 20 FT.  
 TOTAL SET BACKS: 20 FT.  
 AREA TO BE REZONED: 2.50 ACRES  
 TOTAL NUMBER OF LOTS: 400 (200 SINGLE UNIT AND 200 VILLAGE)  
 PROPOSED LOTS: 200 LOTS  
 USE: VILLAGE  
 DATE PREPARED: JUL. 10, 1992 (REVISED)  
 CLIENT: PRIVATE  
 (POLLARD, GREEN, FORD, LAWRENCE, AND OTHER OPEN AREAS)  
 PUBLIC HEARINGS AND NOTES

**LEGEND**

NOT IN LOTS  
 NOT INCLUDED IN THIS REZONING  
 PROPOSED MAP

**ARCHITECTURAL STANDARDS**

- THE BOUNDARY HEIGHT OF ANY BUILDING CONSTRUCTED ON THE SITE SHALL BE AS SET BY THE ZONING ORDINANCE.
- THE PRIMARY EXTERIOR FINISHING MATERIAL FOR THE SINGLE FAMILY ATTACHED OVERLAND UNITS CONSTRUCTED ON THE SITE SHALL BE A COMBINATION OF PORTLAND OR POLYMER PORTLAND CEMENT AND CONCRETE FINISHES, STONE, BRICK, OR TERRAZZO.
- RAVINE, SWP, OR PONDAGE MAY NOT BE USED AS AN EXTERIOR FINISHING MATERIAL FOR ANY EXTERIOR FINISHING MATERIALS CONSTRUCTED ON THE SITE. EXTERIOR FINISHING MATERIALS SHALL BE FINISHED WITH PORTLAND CEMENT OR POLYMER PORTLAND CEMENT FINISHES. STONE, BRICK, OR TERRAZZO SHALL BE USED IN THIS AND SIMILAR SITUATIONS.
- THE SINGLE FAMILY ATTACHED OVERLAND UNITS SHALL HAVE SLAB FOUNDATIONS.
- THE ACTUAL LOTS OF THE SINGLE FAMILY ATTACHED OVERLAND UNITS MAY VARY FROM THE IDEAL LOTS SHOWN ON THE REZONING PLAN.
- EACH SINGLE FAMILY ATTACHED DWELLING UNIT CONSTRUCTED ON THE SITE SHALL HAVE 2 CARSPACES.

**DEVELOPMENT NOTES**

**UTILITIES:**

- ALL LOTS TO BE SERVED WITH WATER AND SEWER.
- SEWER AND WATER CONSTRUCTION PLAN SHALL BE APPROVED, REVIEWED, AND APPROVED BY THE RESPECTIVE STATE AGENCIES.

**STORMWATER AND EROSION CONTROL:**

- THE SITE SHALL COMPLY WITH ALL LOCAL, STATEMANT AND FEDERAL CONTROL REGULATIONS.

**FINISHING:**

- EACH LOT SHALL HAVE A DRIVEWAY AND SWP UNRESTRICTED DRIVEWAY FOR PARKING.
- SURFACE PARKING SHALL BE PROVIDED AT ADEQUATE SPACES AROUND THE SITE.

**LANDSCAPING:**

- THE SITE SHALL COMPLY WITH ALL COUNTY LANDSCAPING REQUIREMENTS.

**TRAFFIC/ROAD IMPROVEMENTS:**

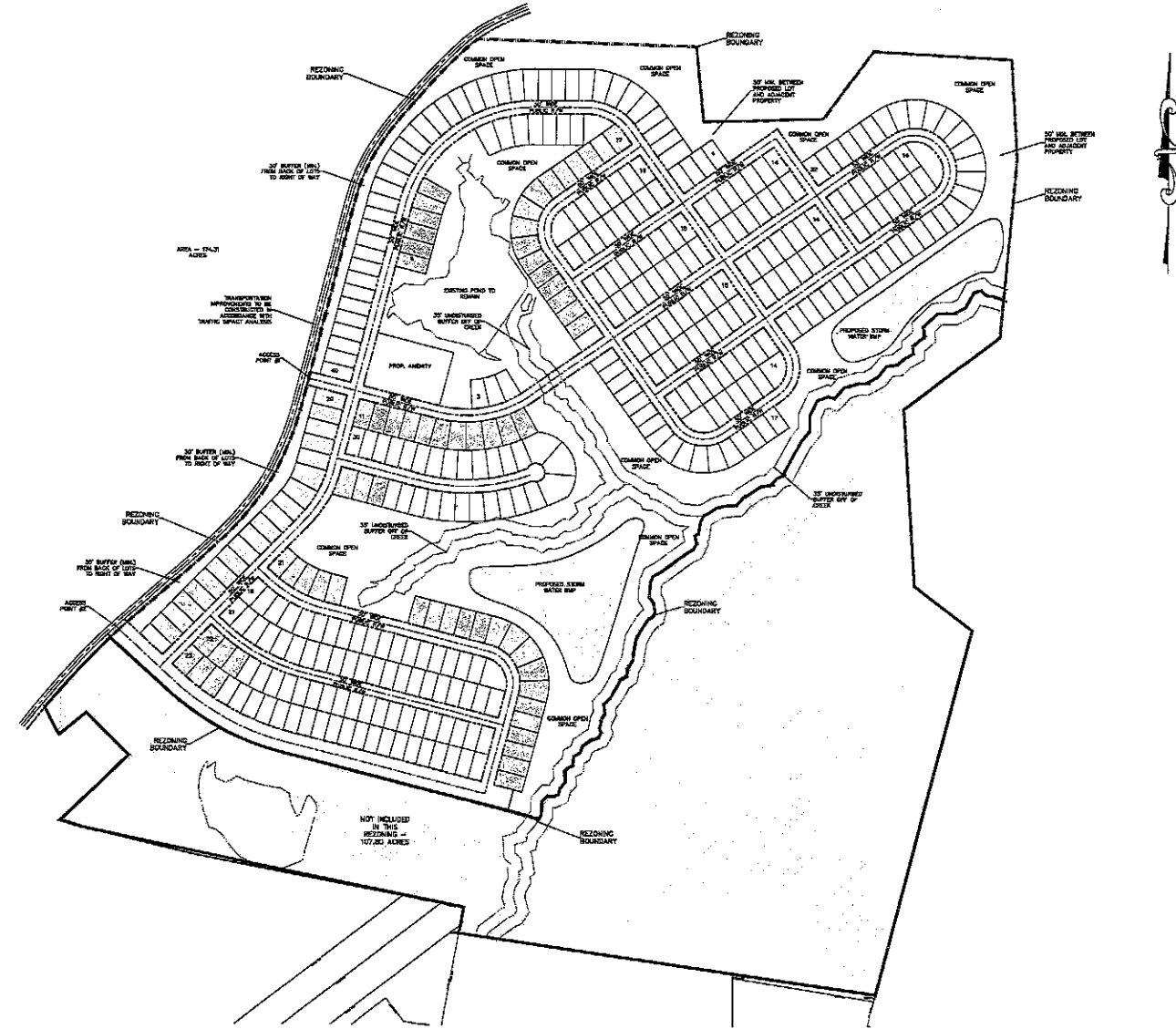
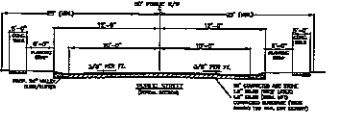
- TRAFFIC IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE TRAFFIC ANALYSIS STUDY SHALL BE MADE IN CONFORMANCE WITH STATE.

**OWNER: THOMAS BROWN KELLEY**  
 ADDRESS: 1120 EAST WOODLAND DRIVE 2ND CHARLOTTE, NC 28203  
 PHONE: 704-734-7000 EMAIL: THOMAS@KELLEYDESIGN.COM

**DESIGNER: FELDING HEWITT**  
 ADDRESS: 2100 WEST CHESTER/STANLEY AVE. CHARLOTTE, NC 28203  
 PHONE: 704-734-7000

**FILE NUMBER/SUBDIVISION: THE HICKLIN GROUP, P.L.C.**  
 ADDRESS: 2000 WEST LEXINGTON (RTP/CHARLOTTE/SPRING)  
 ADDRESS: 800 THE HICKLIN GROUP, CHESTER, S.C. 29717  
 PHONE: 803-327-3410

**FOR INFORMATION OF APPROVED:**  
 APPROVED BY STATE OF SOUTH CAROLINA  
 APPROVED BY COUNTY OF CHESTER



PRELIMINARY FOR REVIEW PURPOSES ONLY

**HICKLIN SUBDIVISION**  
 CHESTER COUNTY, SOUTH CAROLINA

**SITE PLAN**

DATE: 7/10/92  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1" = 200'

**ISAACS**  
 8700 RED OAK HILL LANE, SUITE 100  
 CHARLOTTE, N.C. 28217  
 PHONE: 704-537-2440 FAX: 704-537-8225

**RZ1.0**



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 16<sup>th</sup>, 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:

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*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: [REDACTED]

Owner(s) if other than applicant(s): Miller Development Company  
 Address 112 [REDACTED]

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

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

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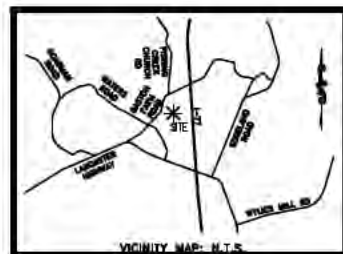
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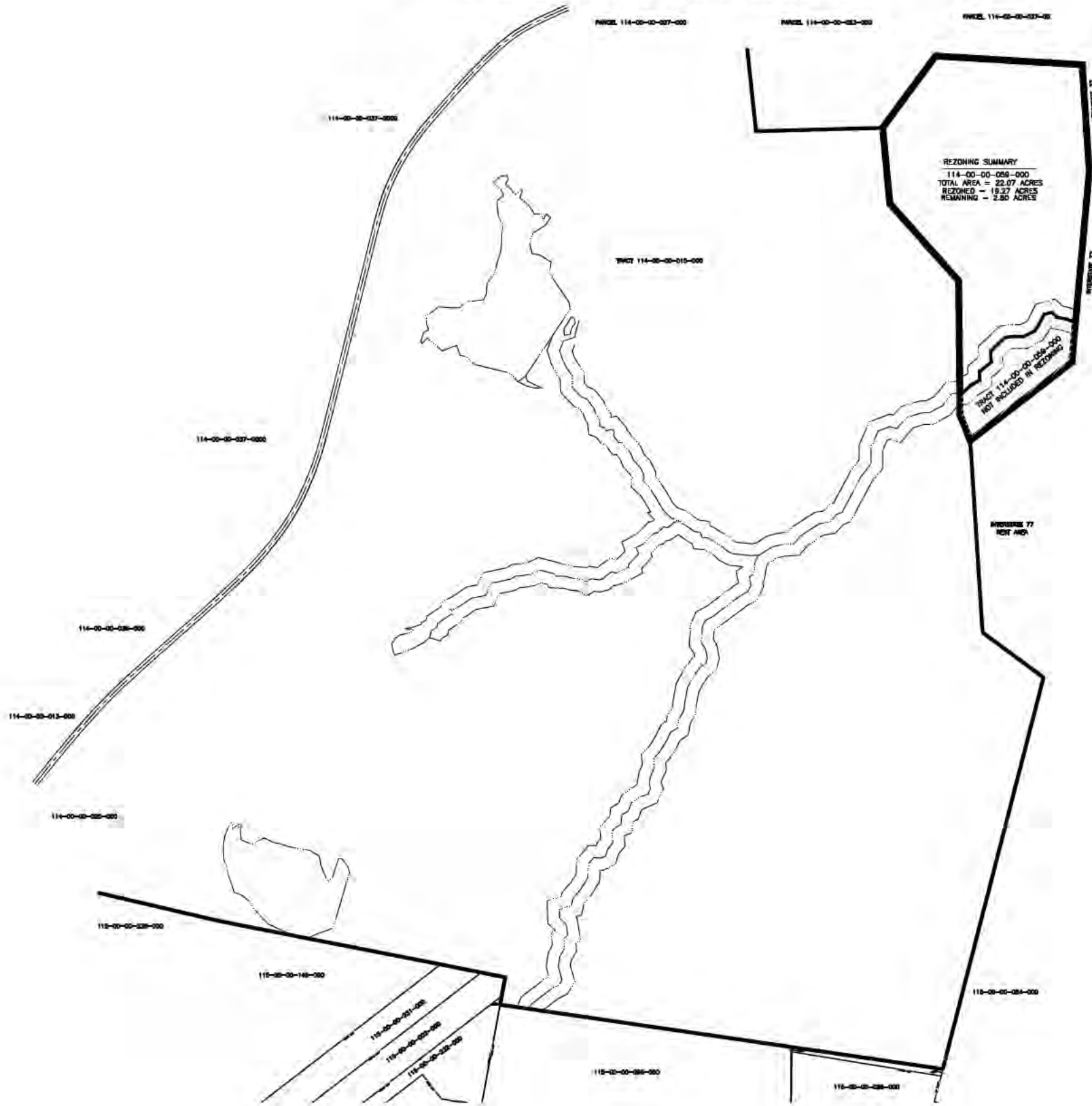
# HICKLIN SUBDIVISION

## 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

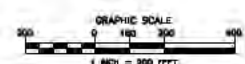
**HICKLIN SUBDIVISION**  
 CHESTER COUNTY, SOUTH CAROLINA

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

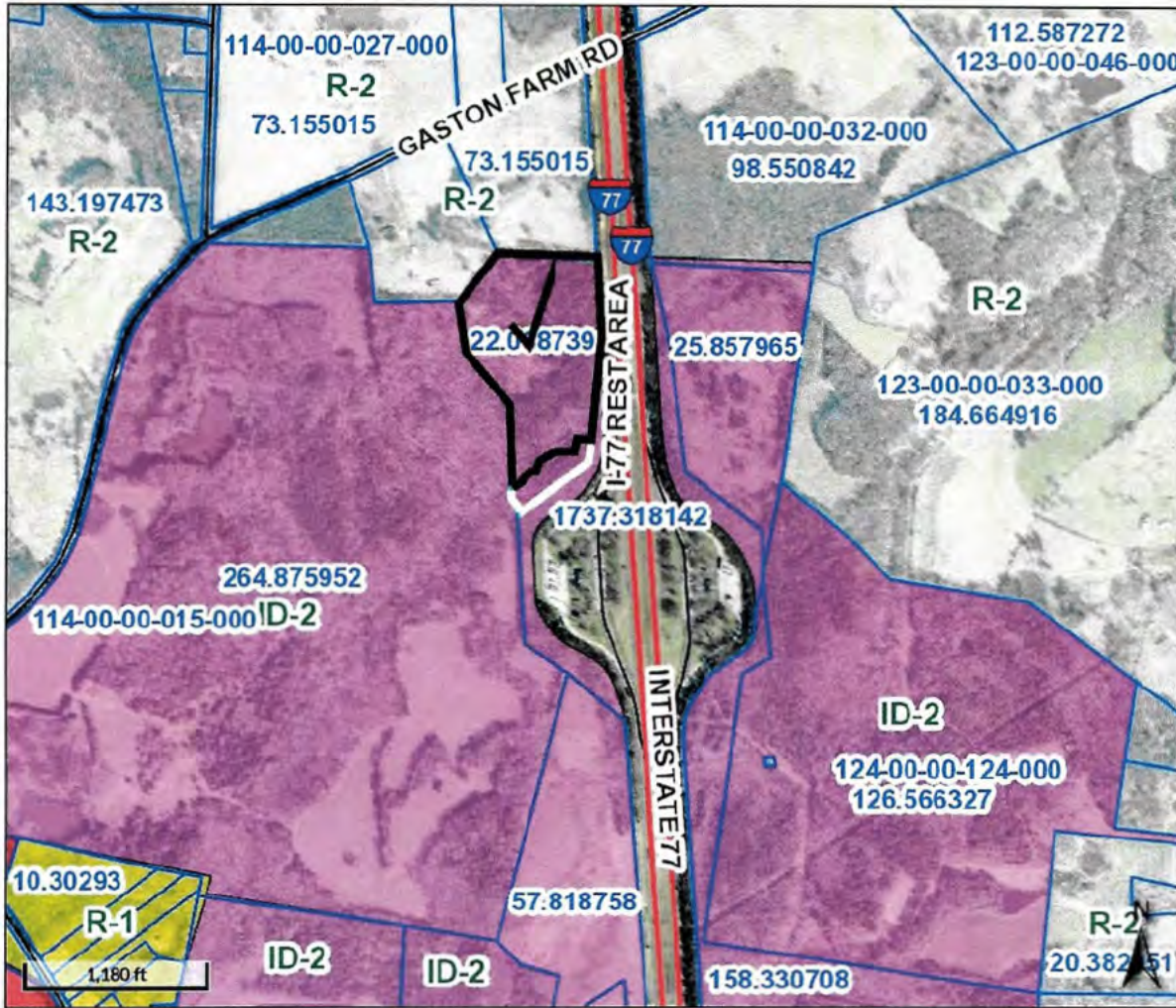
Prepared By: J.L. ISAACS  
 Design By: J.L. ISAACS  
 Date: 12/01/01

8720 RED OAK BOULEVARD, SUITE 420  
 CHARLOTTE, N.C. 28217  
 PHONE (704) 292-5449 FAX (704) 292-5555

**R22.0**



NO.	BY	DATE	REVISION



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**  
**SC Department of Transportation**



*Safety 1<sup>st</sup> – 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# [REDACTED]

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

E-mail crobusto@drbgroup.com

Owner Engineer: The Isaacs Group - [REDACTED]

Phone# [REDACTED]

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

E-mail [REDACTED]

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:
    - 350 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 Little* 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](mailto: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)





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.

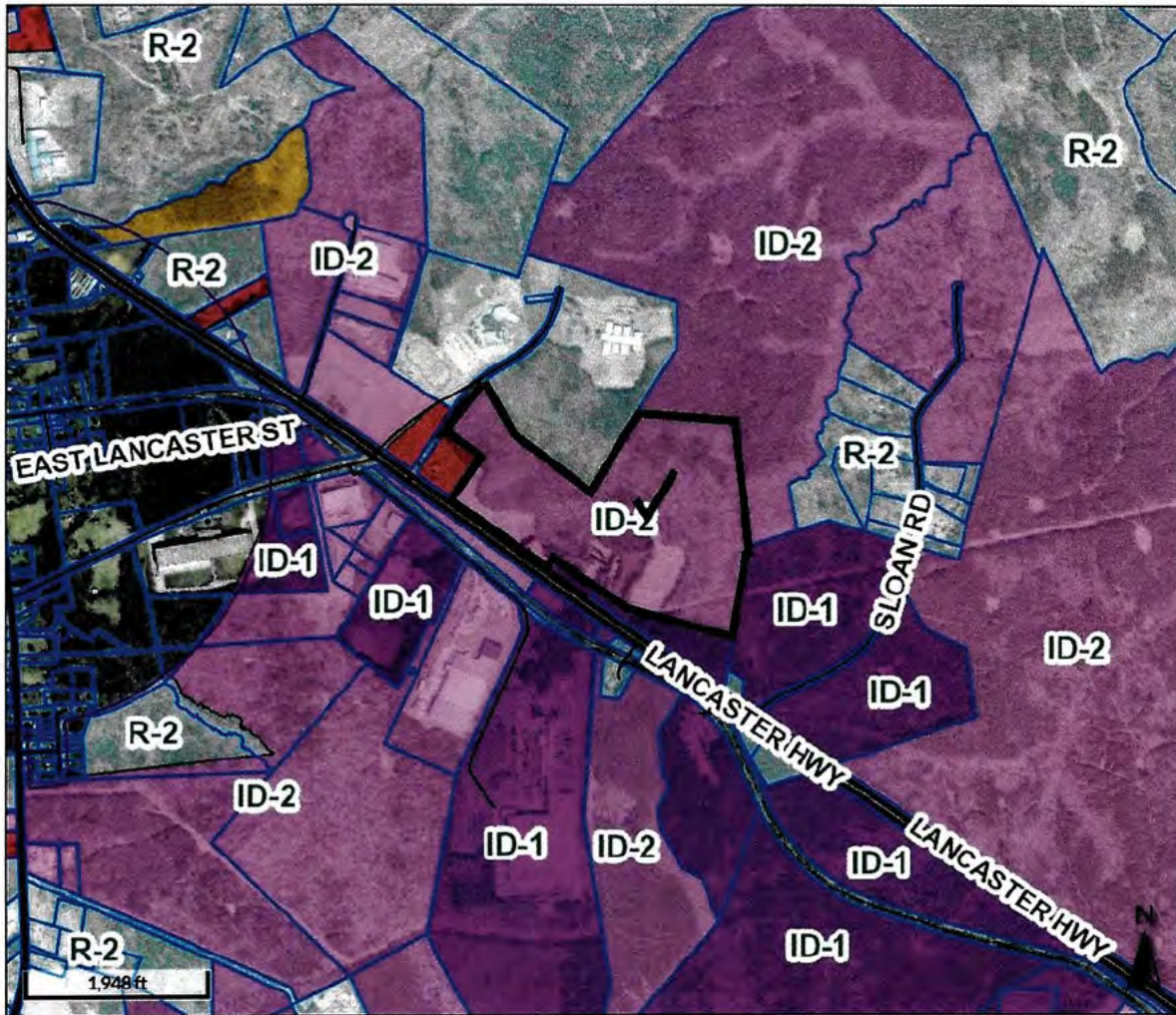
No one spoke in favor or opposition to the rezoning request.

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

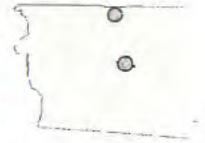
coming in but I think the access is good. It's right off Hwy 9. And I think you're seeing keeping with some of the I don't know if you want to call them newer or some of the conceptual build out of places to where you do truly have a walking community have a school adjacent to it. Use property with the 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







Overview



<b>Parcel ID</b>	135-00-00-019-000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	RICHBURG MAGNOLIAS LLC
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	AC		PO BOX 1107
<b>Property Address</b>	3939 LANCASTER HWY	<b>Acreage</b>	101.135		LANCASTER SC 29721
<b>District</b>	04				
<b>Brief Tax Description</b>	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**

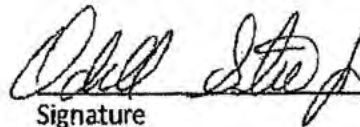
**AGENT AUTHORIZATION**

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

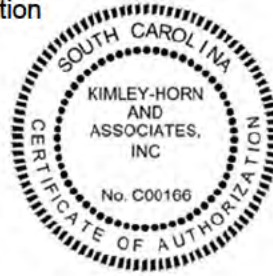
## TECHNICAL MEMORANDUM

To: Allison Love, AICP  
South Carolina Department of Transportation

From: Amy Massey, PE  
Kimley-Horn and Associates, Inc.

Date: February 27, 2023

Subject: Magnolia Richburg Development  
Traffic Impact Analysis (TIA) Addendum



The purpose of this Addendum is to incorporate South Carolina Department of Transportation (SCDOT) review comments and provide responses regarding the TIA prepared by Kimley-Horn and Associates, Inc. (8-19-2022) for the proposed Magnolia Richburg project. It is noted that the provided SCDOT letter is attached, dated 10-13-2022. Additional email correspondence is also attached.

The following responses are provided in *italics* to SCDOT comments in **bold** and regular print.

### SCDOT Comments on Specific Intersections:

#### N. Main Street/Lewisville Middle School Driveway and Lancaster Highway (SC 9)

- A signal installation should only be considered as a final mitigation for a level of service issue after other mitigation strategies have been utilized. *Acknowledged. As indicated in the report, 'With minimal northbound and southbound through and right-turning traffic anticipated (seven or fewer vehicles), an exclusive through or right-turn lane would not be justifiable along either approach; in addition, left- and right-turn lanes on the eastbound and westbound approaches are already in place. Therefore, installation of a traffic signal was evaluated. With this improvement in place, the overall intersection is expected to operate at LOS A during both peak hours. All approaches in both peak hours are expected to operate at LOS C or better.'* Based on additional preliminary peak-hour signal warrant assessment, the intersection is expected to meet AM, school PM, and PM peak-hour signal warrants.
- Installation of a signal cannot be considered until actual traffic meets the criteria set forth by the MUTCD. The developer or community may at their discretion choose to do a full warrant analysis which includes a 16 hour count in order to justify a signal at any point before full buildout or directly after to determine if a signal is actually warranted. *Acknowledged. As indicated in the report, 'A full traffic signal warrant study would need to be performed to determine whether full Manual on Uniform Traffic Control Devices (MUTCD) warrants are met based on SCDOT requirements.'*

#### Old Richburg Road/Lewisville High School Road and Lancaster Highway (SC 9)

- Construct a second eastbound left-turn lane with 325 feet of storage. *Acknowledged. Recommended in the TIA.*

- Construct an additional northbound receiving lane with a minimum length of 1,000 feet along Lewisville High School Road. *Acknowledged. Recommended in the TIA.*
- Expand the southbound approach to include a southbound right-turn lane with 175 feet of storage. *Acknowledged. Recommended in the TIA.*

L&C Railway Driveway/Access 1 and Lancaster Highway

- Construct Access 1 to include a single ingress lane and a single egress lane with an 85-foot internal protected stem (IPS) and stop control. *Acknowledged. Recommended in the TIA.*
- Reconfigure the northbound approach to include an exclusive right-turn lane with 150 feet or maximized to the railroad right-of-way. *Acknowledged. Recommended in the TIA.*
- Construct an eastbound left-turn lane with 150 feet of storage. *Acknowledged. Recommended in the TIA.*

Access 2 and Lancaster Highway

- Construct Access 2 to include a single ingress lane and a single egress lane with a 100-foot IPS and stop control. *Acknowledged. Recommended in the TIA.*
- Construct an eastbound left-turn lane with 150 feet of storage. *Acknowledged. Recommended in the TIA.*

Lewisville High School Road and Existing Driveway/Access 3

- Construct Access 3 to include a single ingress lane and a single egress lane with a 70-foot IPS and stop control. *Acknowledged. Recommended in the TIA.*
- Construct a northbound shared through/right-turn lane extending approximately 200 feet north of the intersection before merging into the existing northbound through lane. *Acknowledged. Recommended in the TIA.*
- Per SCDOT, the distance between SC 9 and Access 3 should be maximized for vehicle queuing. Since school buses are unlikely to serve this development, pedestrian facilities within the development that connect to the high school and elementary school are strongly recommended. *Acknowledged. Recommended in the TIA.*

**SCDOT General Comments:**

- The TIA notes that school buses are not anticipated to serve the proposed development. With that considered, an additional traffic count between 2:00-4:00 PM is needed for this TIA to include the school dismissal time at the Lewisville Middle School Driveway and on Lewisville High School Road. This should include visual observations of traffic queues for the parent loops at all three schools. Queuing and blocking along Lewisville High School Road should be noted and accounted for in the study.
  - *Traffic counts were performed, and observations were made 2:00-4:00 PM at the following intersections on Thursday, November 3, 2022:*
    - *Old Richburg Road/Lewisville High School Road and Lancaster Highway (SC 9)*
    - *Lewisville High School Road and Lewisville Elementary School Parent Loop*
    - *N Main Street/Lewisville Middle School Driveway and Lancaster Highway (SC 9)*

- Raw count data is attached.
- The following observations were made, summarized in Exhibit 1 (attached):
  - Queueing at the Elementary School Parent Loop along Lewisville High School Road beyond the existing storage and taper began at 2:10 PM. The maximum queue of ~1,200 feet occurred at 2:33 PM and was resolved by 2:40 PM. School dismissal time is 2:30 PM per the Chester County School District website.
  - Queueing at the High School Driveway along Lewisville High School Road beyond the existing storage and taper began at 3:35 PM. The maximum queue of ~1,125 feet occurred at 3:37 PM and was resolved by 3:40 PM. School Dismissal time is 3:30 PM per the Chester County School District website.
  - No queueing was observed at Middle School Road (parent loop) to spill back onto Lancaster Highway (SC 9) during the observation period. School dismissal time is 3:15 PM per the Chester County School District website.
- Traffic volume projections and traffic analyses have been prepared for the peak hour of the additional timeframe at the three intersections in the following scenarios as applicable:
  - 2022 Existing Conditions
  - 2035 Background Conditions
  - 2035 Build-out Conditions

2035 background traffic is the sum of existing traffic, historical growth traffic, and approved off-site development traffic. A historical growth rate of 0.5% was applied consistent with the TIA. Three offsite approved developments (ADs) were included: Walkers Mill, Edgeland, Knights Bridge. Projected AD traffic was taken directly from the associated TIAs, with the AD traffic for the peak hour of the additional timeframe based on Institute of Transportation Engineers (ITE) daily and directional distributions.

2035 build-out traffic is the sum of 2035 background traffic and projected site traffic. Peak-hour site traffic was assigned based on the trip generation calculations and distribution/assignment scenario from the TIA, factored for the peak hour of the additional timeframe based on ITE daily and directional distributions.

- The following traffic engineering analyses were prepared:
  - Capacity (Synchro)
  - Queueing (Synchro, SimTraffic)
- Analysis results are summarized below for the school PM peak hour of each intersection.

Based on the results of the additional efforts summarized below, additional improvements are not recommended for capacity purposes. However, it is recommended that the northbound receiving lane on Lewisville High School Road continue further northward to drop as the northbound right-turn lane at Lewisville Elementary School Parent Loop rather than merging approximately 200 feet north of Access 3 as shown in Exhibit 2A (attached). This is due to the existing queueing during the school PM peak hour along Lewisville High School Road, summarized above and on Exhibit 1 (attached) relative to the extension of Lewisville High School Road into the site.

- On Lewisville High School Road, there is potential for southbound vehicles coming from the proposed development that are queued to turn left into the Elementary School’s parent loop to block buses from being able to enter and exit the bus driveways for the Elementary School and

the High School. This queueing could also cause delays for the vehicles coming from the development making the through movement past the Elementary School on Lewisville High School Road. *The attached concept (Exhibit 2B) shows the additional northbound through receiving lane continued to drop at the elementary parent loop, and a southbound left-turn lane at the parent loop.*

Table 1 - N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SC 9)										
Condition	Measure	EB			WB			NB	SB	Intersection
		EBL	EBT	EBR	WBL	WBT	WBR	NBLTR	SBLTR	LOS (Delay)
<b>School Peak Hour</b>										
2022 Existing	LOS (Delay)	A (0.2)			A (0.1)			C (17.4)	C (22.4)	-
	Synchro 95th Q	3'	0'	0'	0'	0'	0'	20'	10'	
2035 Background	LOS (Delay)	A (0.2)			A (0.1)			D (28.8)	D (34.3)	-
	Synchro 95th Q	3'	0'	0'	0'	0'	0'	48'	18'	
2035 Build-out	LOS (Delay)	A (0.2)			A (0.1)			E (48.7)	F (52.9)	-
	Synchro 95th Q	3'	0'	0'	0'	0'	0'	78'	28'	
2035 Build-out IMP Signalized	LOS (Delay)	A (5.6)			A (6.8)			B (15.3)	B (12.4)	A (6.7)
	Synchro 95th Q	5'	99'	10'	4'	115'	0'	17'	3'	
Background Storage		225'		250'	275'		275'			

As shown in Table 1, the stop-controlled north and southbound approaches of N Main Street and Lewisville Middle School Driveway currently operate with short delays during school PM peak hour. Under the 2035 background conditions, both approaches are expected to operate with moderate delays. Under 2035 build-out conditions, the northbound approach is expected to operate with moderate delays while the southbound approach is expected to operate with long delays. Given the increase in delay and LOS drop, identification of mitigation is required.

With minimal northbound and southbound through and right-turning traffic anticipated, an exclusive through or right-turn lane would not be justifiable for either; in addition, left- and right-turn lanes on the eastbound and westbound approaches are already in place. Therefore, the recommended traffic signal in the TIA was evaluated.

With this improvement in place, the overall intersection is expected to operate at LOS A during both peak hours. All approaches in both peak hours are expected to operate at LOS B or better.

Based on a preliminary peak-hour signal warrant assessment, the intersection is expected to meet AM, school PM, and PM peak-hour signal warrants. A full traffic signal warrant study would need to be performed to determine whether full MUTCD warrants are met based on SCDOT requirements. The additional school PM warrant spreadsheet is attached.

**Table 2 - Old Richburg Road/Lewisville High School Road & Lancaster Highway (SC 9)**

Condition	Measure	EB			WB			NB	SB			Intersection
		EBL	EBT	EBR	WBL	WBT	WBR	NBLTR	SBL	SBT	SBR	LOS (Delay)
<b>School Peak Hour</b>												
2022 Existing	LOS (Delay)	C (26.7)			C (23.5)			C (20.4)	B (14.5)			C (20.8)
	Synchro 95th Q	56'	92'	0'	24'	90'	0'	27'	30'	0'	-	
2035 Background	LOS (Delay)	C (28.3)			C (27.9)			D (41.2)	B (18.6)			C (25.7)
	Synchro 95th Q	88'	143'	0'	26'	141'	0'	31'	32'	0'	-	
2035 Build-out	LOS (Delay)	D (42.0)			D (45.5)			E (64.5)	C (27.5)			D (40.6)
	Synchro 95th Q	#213'	222'	0'	74'	222'	0'	#203'	51'	198'	-	
2035 Build-out IMP Dual EBL + SBR	LOS (Delay)	C (31.1)			C (29.6)			D (41.1)	B (14.4)			C (26.6)
	Synchro 95th Q	75'	#193'	0'	59'	173'	0'	#153'	43'	57'	115'	
Background Storage		500'		300'	325'		525'		225'			

# 95th percentile volume exceeds capacity, queue may be longer

As shown in Table 2, the signalized intersection currently operates at LOS C during the school PM peak hour. The intersection is expected to continue to operate at LOS C under 2035 background conditions. With the addition of site traffic under 2035 build-out conditions, the intersection is expected to degrade to LOS D. Therefore, improvements should be considered at this intersection. The following improvements were identified in the TIA and still mitigate the site traffic impact during the school PM peak:

- Construct a second eastbound left-turn lane with 325 feet of storage.
  - Based on the 2021 SCDOT Roadway Design Manual, dual left-turn lanes require two receiving lanes that must continue for at least 1,000 feet, excluding the drop taper, before dropping the extra lane. In the TIA, the second northbound receiving lane on Lewisville High School Road was assumed to continue through Access 3/Existing Driveway intersection for an additional 200 feet to meet the minimum length required.
- Construct a southbound right-turn lane along Lewisville High School Road with 175 feet of storage.

**Table 3 - Lewisville High School Road & Lewisville High School Driveway/Lewisville Elementary School Driveway**

Condition	Measure	EB	WB	NB	SB
		EBLTR	WBLTR	NBLTR	SBLTR
<b>School Peak Hour</b>					
2022 Existing	LOS (Delay)	A (8.6)	A (9.2)	A (5.9)	A (0.0)
	Synchro 95th Q	5'	0'	0'	0'
2035 Background	LOS (Delay)	A (8.6)	A (9.2)	A (6.0)	A (0.0)
	Synchro 95th Q	5'	0'	0'	0'
2035 Build-out	LOS (Delay)	A (9.4)	B (11.9)	A (0.7)	A (0.0)
	Synchro 95th Q	5'	0'	0'	0'

As shown in Table 3, the stop-controlled eastbound approach of Lewisville High School Driveway and the stop-controlled westbound approach of Lewisville Elementary School Driveway currently operate with short delays during the school PM peak hour and are expected to continue to operate with short delays during both peak hours under 2035 background and build-out conditions. Since the proposed development is not expected to have a significant impact on intersection operations, no developer mitigation is recommended at this intersection for capacity purposes.

Condition	Measure	WB	NB		SB
		WBLR	NBT	NBR	SBLT
<b>School Peak Hour</b>					
2022 Existing	LOS (Delay)	B (10.8)	A (0.0)		A (0.0)
	Synchro 95th Q	40'	0'	0'	0'
2035 Background	LOS (Delay)	B (11.2)	A (0.0)		A (0.0)
	Synchro 95th Q	48'	0'	0'	0'
2035 Build-out	LOS (Delay)	C (17.9)	A (0.0)		A (0.0)
	Synchro 95th Q	93'	0'	0'	0'
Background Storage			150'		

As shown in Table 4, the stop-controlled westbound approach of Lewisville Elementary School Parent Loop currently operates with short delays during the school PM peak hour and is expected to continue to operate with short delays during both peak hours under 2035 background and build-out conditions. Since the proposed development is not expected to have a significant impact on intersection operations, no developer mitigation is recommended at this intersection for capacity purposes.

Condition	Measure	EB	WB	NB	SB
		EBLTR	WBLTR	NBLTR	SBLTR
<b>School Peak Hour</b>					
2022 Existing	LOS (Delay)	A (0.0)	-	A (0.0)	A (0.0)
	Synchro 95th Q	0'	-	0'	0'
2035 Background	LOS (Delay)	A (0.0)	-	A (0.0)	A (0.0)
	Synchro 95th Q	0'	-	0'	0'
2035 Build-out	LOS (Delay)	A (0.0)	D (31.2)	A (0.0)	A (0.0)
	Synchro 95th Q	0'	10'	0'	0'
2035 Build-out IMP NBT + NBTR	LOS (Delay)	A (0.0)	D (33.5)	A (0.0)	A (0.0)
	Synchro 95th Q	0'	13'	0'	0'

As shown in Table 5, the stop-controlled westbound approach of Access 3 is expected to operate with moderate delays during the school PM peak hour under 2035 build-out conditions. The additional receiving lane on Lewisville High School Road for the eastbound dual left-turn lanes on Lancaster Highway (SC 9) would create dual northbound through lanes approaching Access 3.

Therefore, construction of Access 3 to include a single ingress lane, single egress lane with stop control, a 70-foot IPS, and the additional northbound through lane are recommended at this intersection for capacity purposes consistent with the TIA.

- The proposed access locations shall not be considered approved until required horizontal and vertical sight distances and separation between proposed roads and existing driveways and roads are verified by the developer’s civil engineer. *Acknowledged.*

Please contact me with questions or additional input. Upon final concurrence of this Addendum, a final TIA will be issued.



Cc:

- Mike Levister, Chester County
- Troy Karski, PE, D.R. Horton

Attachments:

- SCDOT letter
- SCDOT email correspondence
- Additional count data
- Exhibit 1 - Queue Observations
- Exhibit 2A - Revised Recommendations
- Exhibit 2B – Roadway Improvements Exhibit
- Exhibit 3 – 2022 Existing School Peak-Hour Traffic Volumes
- Exhibit 4 – 2035 Background School Peak-Hour Traffic Volumes
- Exhibit 5 – 2035 Build-out School Peak-Hour Traffic Volumes
- Capacity Analysis Reports
- Preliminary School Peak-Hour Signal Warrant Calculation

October 13, 2022

Amy B. Massey, P.E.  
Kimley-Horn and Associates, Inc.  
200 South Tryon Street, Suite 200  
Charlotte, North Carolina 29202

RE: Magnolia Richburg Development  
SC Highway 9 & Lewisville High School Road (S-12-656) & Sloan Road (S-12-730)  
Chester County

Dear Ms. Massey,

Thank you for allowing us to review the Traffic Impact Analysis (TIA) regarding the site on SC Highway 9 & Lewisville High School Road (S-12-656) & Sloan Road (S-12-730). The Department provides the following comments.

TIA Recommendations

N. Main Street/Lewisville Middle School Driveway and Lancaster Highway (SC 9)

- Install a traffic signal if/when warrants are met upon full build-out of the development.

Old Richburg Road/Lewisville High School Road and Lancaster Highway (SC 9)

- Construct a second eastbound left-turn lane with 325 feet of storage.
- Construct an additional northbound receiving lane with a minimum length of 1,000 feet along Lewisville High School Road.
- Expand the southbound approach to include a southbound right-turn lane with 175 feet of storage.

L&C Railway Driveway/Access 1 and Lancaster Highway

- Construct Access 1 to include a single ingress lane and a single egress lane with an 85-foot internal protected stem (IPS) and stop control.
- Reconfigure the northbound approach to include an exclusive right-turn lane with 150 feet or maximized to the railroad right-of-way.
- Construct an eastbound left-turn lane with 150 feet of storage.

Access 2 and Lancaster Highway

- Construct Access 2 to include a single ingress lane and a single egress lane with a 100-foot IPS and stop control.
- Construct an eastbound left-turn lane with 150 feet of storage.

Lewisville High School Road and Existing Driveway/Access 3

- Construct Access 3 to include a single ingress lane and a single egress lane with a 70-foot IPS and stop control.

- Construct a northbound shared through/right-turn lane extending approximately 200 feet north of the intersection before merging into the existing northbound through lane.
- Per SCDOT, the distance between SC 9 and Access 3 should be maximized for vehicle queuing. Since school buses are unlikely to serve this development, pedestrian facilities within the development that connect to the high school and elementary school are strongly recommended.

#### SCDOT Comments on Specific Intersections

##### N. Main Street/Lewisville Middle School Driveway and Lancaster Highway (SC 9)

- A signal installation should only be considered as a final mitigation for a level of service issue after other mitigation strategies have been utilized.
- Installation of a signal cannot be considered until actual traffic meets the criteria set forth by the MUTCD. The developer or community may at their discretion choose to do a full warrant analysis which includes a 16 hour count in order to justify a signal at any point before full buildout or directly after to determine if a signal is actually warranted.

##### Old Richburg Road/Lewisville High School Road and Lancaster Highway (SC 9)

- Construct a second eastbound left-turn lane with 325 feet of storage.
- Construct an additional northbound receiving lane with a minimum length of 1,000 feet along Lewisville High School Road.
- Expand the southbound approach to include a southbound right-turn lane with 175 feet of storage.

##### L&C Railway Driveway/Access 1 and Lancaster Highway

- Construct Access 1 to include a single ingress lane and a single egress lane with an 85-foot internal protected stem (IPS) and stop control.
- Reconfigure the northbound approach to include an exclusive right-turn lane with 150 feet or maximized to the railroad right-of-way.
- Construct an eastbound left-turn lane with 150 feet of storage.

##### Access 2 and Lancaster Highway

- Construct Access 2 to include a single ingress lane and a single egress lane with a 100-foot IPS and stop control.
- Construct an eastbound left-turn lane with 150 feet of storage.

##### Lewisville High School Road and Existing Driveway/Access 3

- Construct Access 3 to include a single ingress lane and a single egress lane with a 70-foot IPS and stop control.
- Construct a northbound shared through/right-turn lane extending approximately 200 feet north of the intersection before merging into the existing northbound through lane.
- Per SCDOT, the distance between SC 9 and Access 3 should be maximized for vehicle queuing. Since school buses are unlikely to serve this development, pedestrian facilities within the development that connect to the high school and elementary school are strongly recommended.

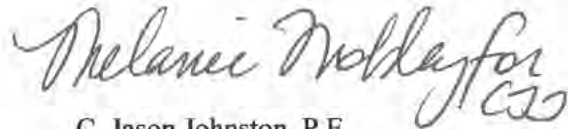
#### SCDOT General Comments



- The TIA notes that school buses are not anticipated to serve the proposed development. With that considered, an additional traffic count between 2:00-4:00 PM is needed for this TIA to include the school dismissal time at the Lewisville Middle School Driveway and on Lewisville High School Road. This should include visual observations of traffic queues for the parent loops at all three schools. Queuing and blocking along Lewisville High School Road should be noted and accounted for in the study.
- The proposed access locations shall not be considered approved until required horizontal and vertical sight distances and separation between proposed roads and existing driveways and roads are verified by the developer's civil engineer.

Please provide a revised document that includes the additional analysis requested. When that document is reviewed, the Department will provide a response letter to you that should be included in the final draft of the document, once comments from all reviewing parties have been addressed. We look forward to the project proceeding to the encroachment permit process. At that time, all geometrical features, pavement designs, sight distances, etc., will be reviewed by the appropriate office. If you have any additional questions or concerns, please contact the District 4 Permit Office at (803) 377-4155.

Sincerely,



C. Jason Johnston, P.E.  
District 4 Engineering Administrator

CJJ/mrj

ec: Mike Levister, Chester County Building & Zoning Director  
Dennis Moore, Resident Maintenance Engineer, Chester County

File: D4/PO/ACL



## Hogarth, Will

---

**From:** Massey, Amy  
**Sent:** Thursday, February 16, 2023 3:18 PM  
**To:** Love, Allison C.  
**Cc:** mlevister@ChesterCountySC.gov; Gamble, David D.; Troy Karski; Camille Marie Teuben; Brandon Pridemore (brandonpridemore@rjoeharris.com); Shirley, Thomas; Hogarth, Will; Meekins, David J; Johnson, Ashley  
**Subject:** RE: Draft TIA Addendum - Magnolia Richburg (Chester County)

Hey Allison,

Thanks for letting us know and will do.  
Have a great rest of the week!

Thank you,  
Amy

Amy Massey, PE  
**Kimley-Horn**  
704-287-3304

---

**From:** Love, Allison C. <[REDACTED]>  
**Sent:** Thursday, February 16, 2023 2:10 PM  
**To:** [REDACTED]

**Subject:** RE: Draft TIA Addendum - Magnolia Richburg (Chester County)

Hey Amy,

The concept drawing appears to address the latest comment. Please add it to the addendum.

Thank you,  
Allison

---

**From:** Massey, Amy <[REDACTED]>  
**Sent:** Wednesday, February 15, 2023 1:43 PM  
**To:** Love, Allison C. <[REDACTED]>

**Subject:** RE: Draft TIA Addendum - Magnolia Richburg (Chester County)

**\*\*\* This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. \*\*\***

Good afternoon Allison,

Please see the attached concept showing the additional NB through receiving lane continued to drop at the elementary parent loop per the Addendum and also adding in a SB left lane at the parent loop to address the latest comment. Let us know if this satisfies the concern raised. If so, we can add this in and finalize the Addendum.

Thank you!  
Amy

**Amy Massey, PE**  
**Kimley-Hor**

---

From: [REDACTED]

Sent: Friday, January 27, 2023 2:06 PM

To: [REDACTED]

Cc: [REDACTED]

Subject: RE: Draft TIA Addendum - Magnolia Richburg (Chester County)

Good afternoon, Amy.

Thank you for sending the Draft TIA Addendum for the Magnolia Richburg development to the Department for review. We agree in concept with the responses provided, but one additional concern was raised by Mark Faulk that needs to be addressed. On Lewisville High School Road, there is potential for southbound vehicles coming from the proposed development that are queued to turn left into the Elementary School's parent loop to block buses from being able to enter and exit the bus driveways for the Elementary School and the High School. This queuing could also cause delays for vehicles coming from the development making the through movement past the Elementary School on Lewisville High School Road.

Mark Faulk is retired, so I copied David Meekins and Ashley Johnson (both with SCDOT) on this email.

Thank you,

Allison C. Love, AICP  
Assistant District Permit Engineer – District 4  
SC Department of Transportation



Safety 1<sup>st</sup> – Live By It!  
Let 'em Work, Let 'em Live!

---

From: [REDACTED]  
Sent: Monday, December 5, 2022 4:27 PM  
To: Love, Allison C. [REDACTED]  
Cc: [REDACTED]  
Subject: Draft TIA Addendum - Magnolia Richburg (Chester County)

\*\*\* This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. \*\*\*

Hi Allison,

Hope all's been well!

Please see the attached draft TIA Addendum responding to SCDOT comments. Spoiler alert: all recommendations stand except for continuing the NB through lane further up Lewisville High School Road to drop as the NB right at the Elementary School loop. This is due to the existing condition of afternoon queuing in the through lane.

If you could review and let us know if there are questions or additional input. If not, we can seal and submit to yall along with the TIA to close out.

Thank you,  
Amy

**Amy Massey, PE**  
**Kimley-Horn**  
704-287-3304

---

From: Love, Allison C. <[REDACTED]>  
Sent: Friday, October 21, 2022 9:15 AM  
To: Shirley, Thomas <[REDACTED]>  
Cc: Massey, Amy <[REDACTED]>  
Subject: RE: TIA Response - Magnolia Richburg Development Chester County

Good morning, Thomas.

The signal comment is a standard comment. Alternative measures are not requested, but we are always open to hearing your ideas if you see something that would work without adding more delay to the mainline.

The traffic count and queueing comment came from the traffic office in Columbia. They would like to have a full synchro analysis plus visual observations.

Thank you,

Allison C. Love, AICP  
Assistant District Permit Engineer – District 4  
SC Department of Transportation



*Safety 1<sup>st</sup> – Live By It!*  
*Let 'em Work, Let 'em Live!*

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From: Shirley, Thomas [REDACTED]  
Sent: Wednesday, October 19, 2022 5:42 PM  
To: Love, Allison C. <[REDACTED]>  
Cc: Massey, Amy [REDACTED]  
Subject: FW: TIA Response - Magnolia Richburg Development Chester County

**\*\*\* This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. \*\*\***

Good evening Allison,

Hope you're doing well! Left you a voicemail a couple days ago clarifying these comments. Trying to clarify:

1. Is the signal comment at N Main Street/SC 9 a standard comment or is the department requesting alternative mitigation measures?
2. An additional traffic count and queueing observations were requested from 2-4PM. Is the department requesting an additional analysis (using synchro) during that peak or would counts and visual observations suffice?

Thanks!

**Thomas Shirley, EIT**  
**Kimley-Horn** | 200 South Tryon Street, Suite 200, Charlotte, NC 28202  
Direct: [REDACTED]

---

From: Massey, Amy <[REDACTED]>  
Sent: Friday, October 14, 2022 11:56 AM  
To: Shirley, Thomas [REDACTED]  
Subject: Fwd: TIA Response - Magnolia Richburg Development Chester County

Amy Massey, PE  
Kimley-Horn  
Sent from my iPhone

Begin forwarded message:



From: "Judd, Melissa R." <[REDACTED]>  
Date: October 14, 2022 at 10:30:31 AM EDT  
To: "Massey, Amy" <[REDACTED]>  
Subject: TIA Response - Magnolia Richburg Development Chester County

Good Morning,

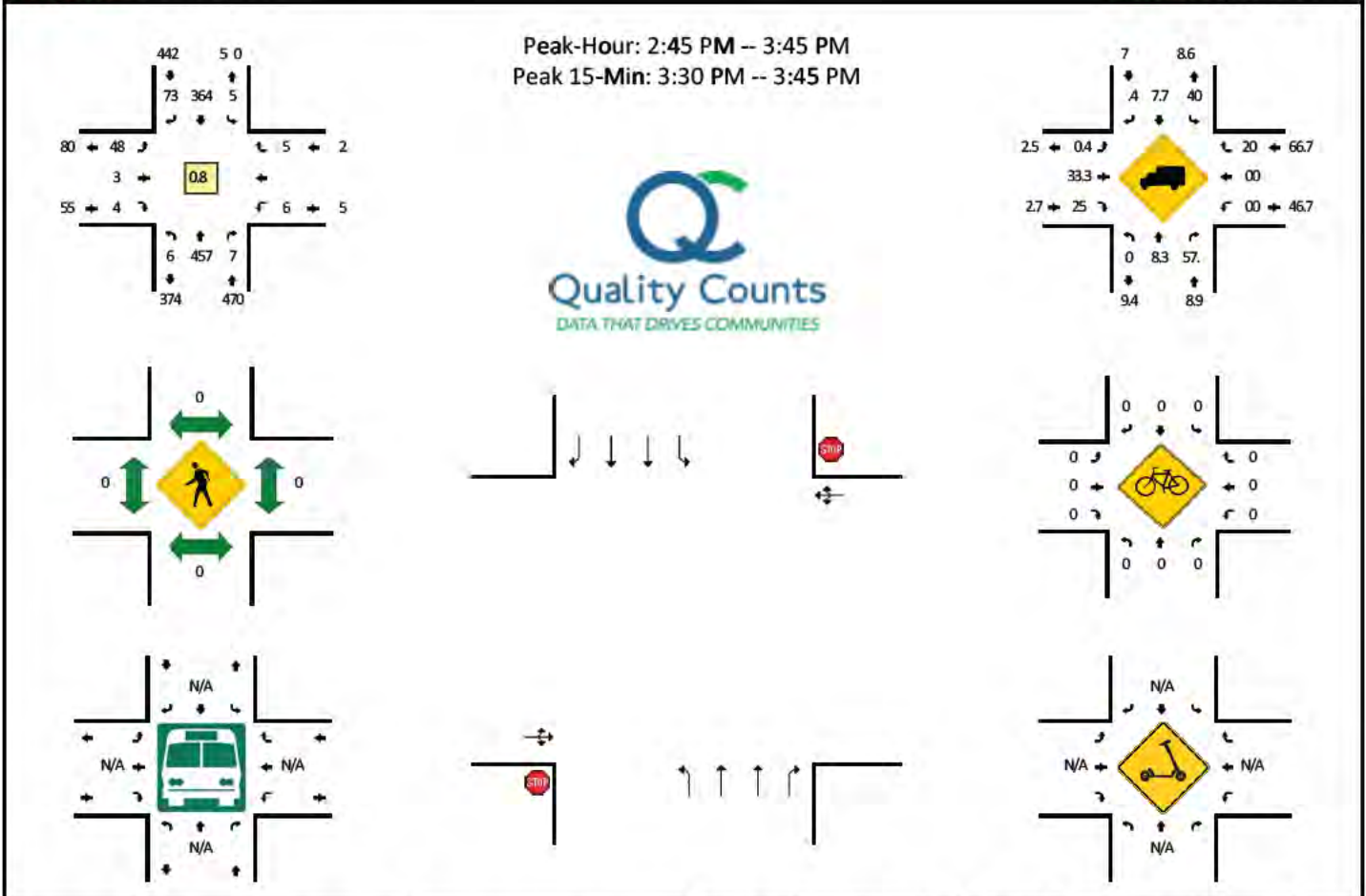
Please see attached TIA Response - Magnolia Richburg Development Chester County.

Thank you & have a blessed day.

*Melissa R Judd*  
Administrative Assistant II  
SC Department of Transportation  
District 4 Engineering  
[REDACTED]

LOCATION: Lancaster Hwy -- N Main St/Lewisville Middle School Dwy  
 CITY/STATE: Chester, SC

QC JOB #: 15997202  
 DATE: Thu, Nov 3 2022

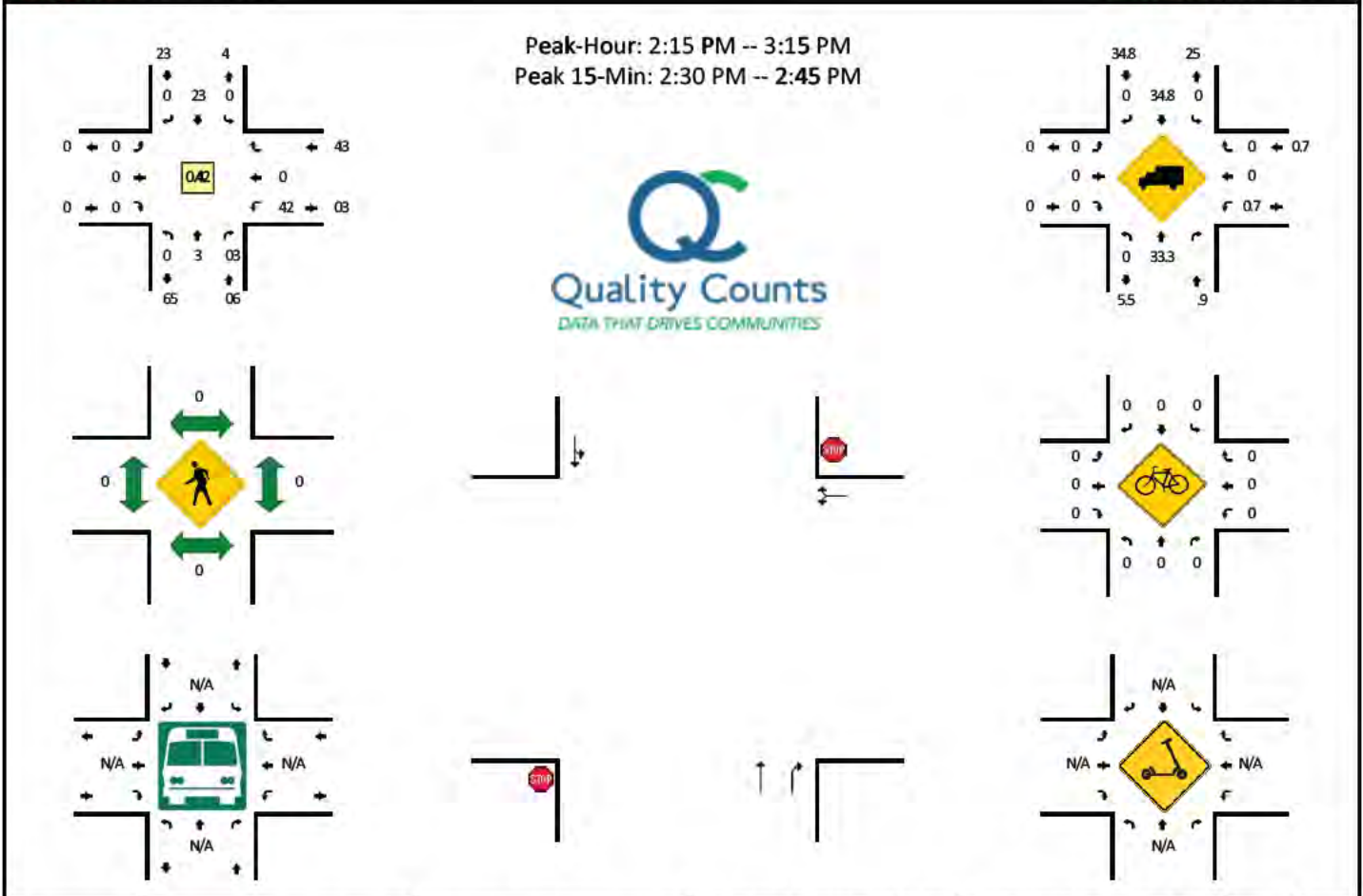


15 Min Count Period Beginning At	Lancaster Hwy (Northbound)				Lancaster Hwy (Southbound)				N Main St/Lewisville Middle School Dwy (Eastbound)				N Main St/Lewisville Middle School Dwy (Westbound)				Total	Hourly Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
2:00 PM	2	69	1	0	0	67	15	0	14	0	2	0	0	0	0	0	170	
2:15 PM	1	53	0	0	0	72	9	0	17	0	0	0	0	0	0	0	152	
2:30 PM	1	111	7	0	1	75	22	0	13	0	3	0	2	1	3	0	239	
2:45 PM	1	112	1	0	0	79	20	0	12	0	2	0	1	0	0	0	228	789
3:00 PM	1	109	4	0	1	78	6	0	15	0	0	0	0	0	2	0	216	835
3:15 PM	2	78	1	0	3	113	18	0	10	2	1	0	4	0	2	0	234	917
3:30 PM	2	158	1	0	1	94	29	0	11	1	1	0	1	1	1	0	301	979
3:45 PM	5	90	2	0	0	69	24	0	14	0	1	0	1	0	0	0	206	957
Peak 15 Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	8	632	4	0	4	376	116	0	44	4	4	0	4	4	4	0	1204	
Heavy Trucks	0	40	4		0	44	4		4	0	4		4	4	0		108	
Buses																	0	
Pedestrians	0	0	0		0	0	0		0	0	0		0	0	0		0	
Bicycles																	0	
Scooters																	0	

Comments:

LOCATION: Lewisville High School Rd -- Lewisville Elementary School Dwy  
 CITY/STATE: Chester, SC

QC JOB #: 15997203  
 DATE: Thu, Nov 3 2022

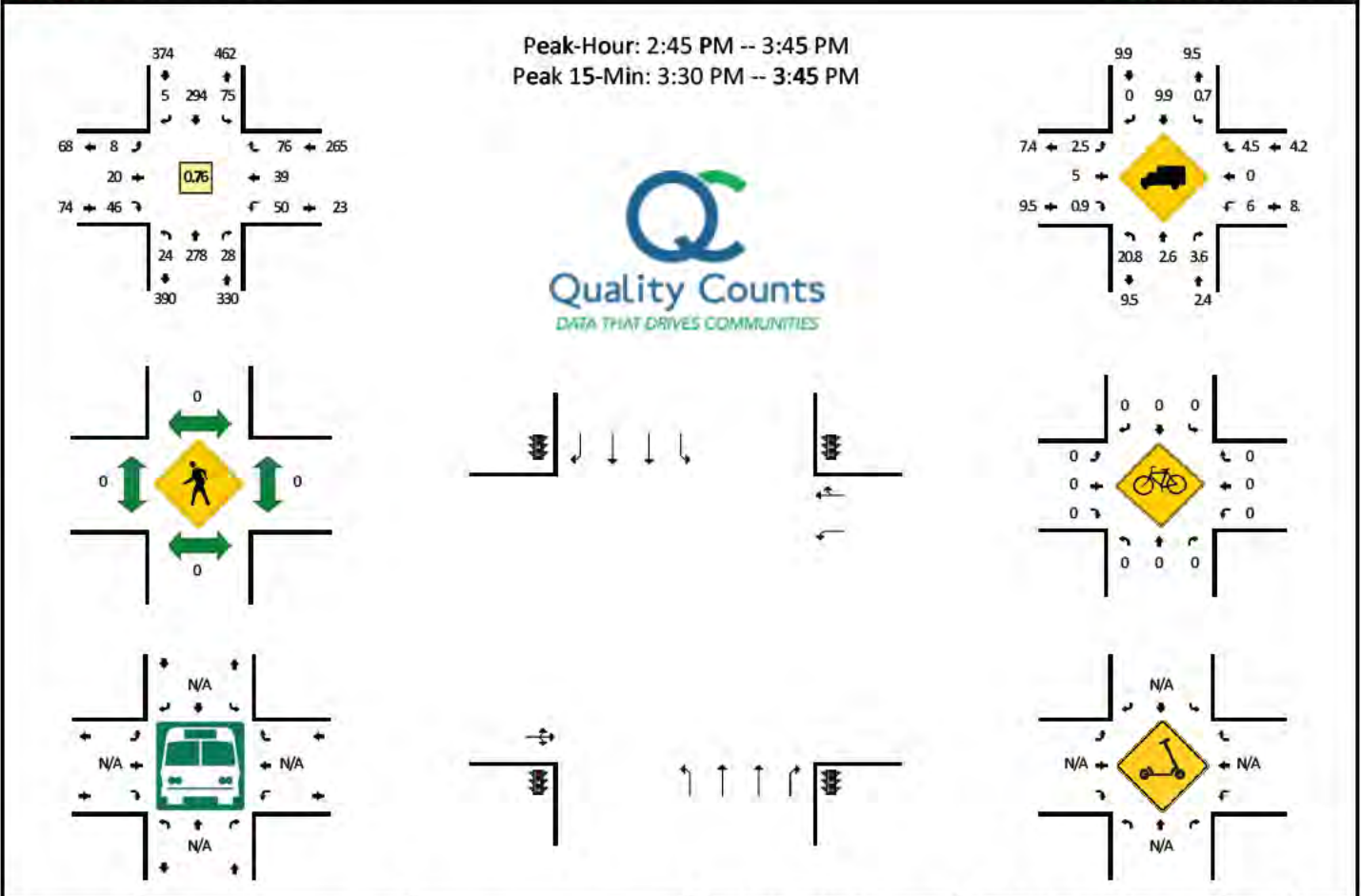


15 Min Count Period Beginning At	Lewisville High School Rd (Northbound)				Lewisville High School Rd (Southbound)				Lewisville Elementary School Dwy (Eastbound)				Lewisville Elementary School Dwy (Westbound)				Total	Hourly Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
2:00 PM	0	2	1	0	0	3	0	0	0	0	0	0	6	0	0	0	12	
2:15 PM	0	0	12	0	0	2	0	0	0	0	0	0	8	0	0	0	22	
2:30 PM	0	0	70	0	0	8	0	0	0	0	0	0	85	0	0	0	163	
2:45 PM	0	1	21	0	0	2	0	0	0	0	0	0	41	0	1	0	66	263
3:00 PM	0	2	0	0	0	11	0	0	0	0	0	0	8	0	0	0	21	272
3:15 PM	0	2	1	0	0	14	0	0	0	0	0	0	1	0	0	0	18	268
3:30 PM	0	4	0	0	0	15	0	0	0	0	0	0	3	0	0	0	22	127
3:45 PM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3	64
Peak 15 Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	0	280	0	0	32	0	0	0	0	0	0	340	0	0	0	652	
Heavy Trucks	0	0	0		0	28	0		0	0	0		0	0	0		28	
Buses																		
Pedestrians	0	0	0		0	0	0		0	0	0		0	0	0		0	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scoters																		

Comments:

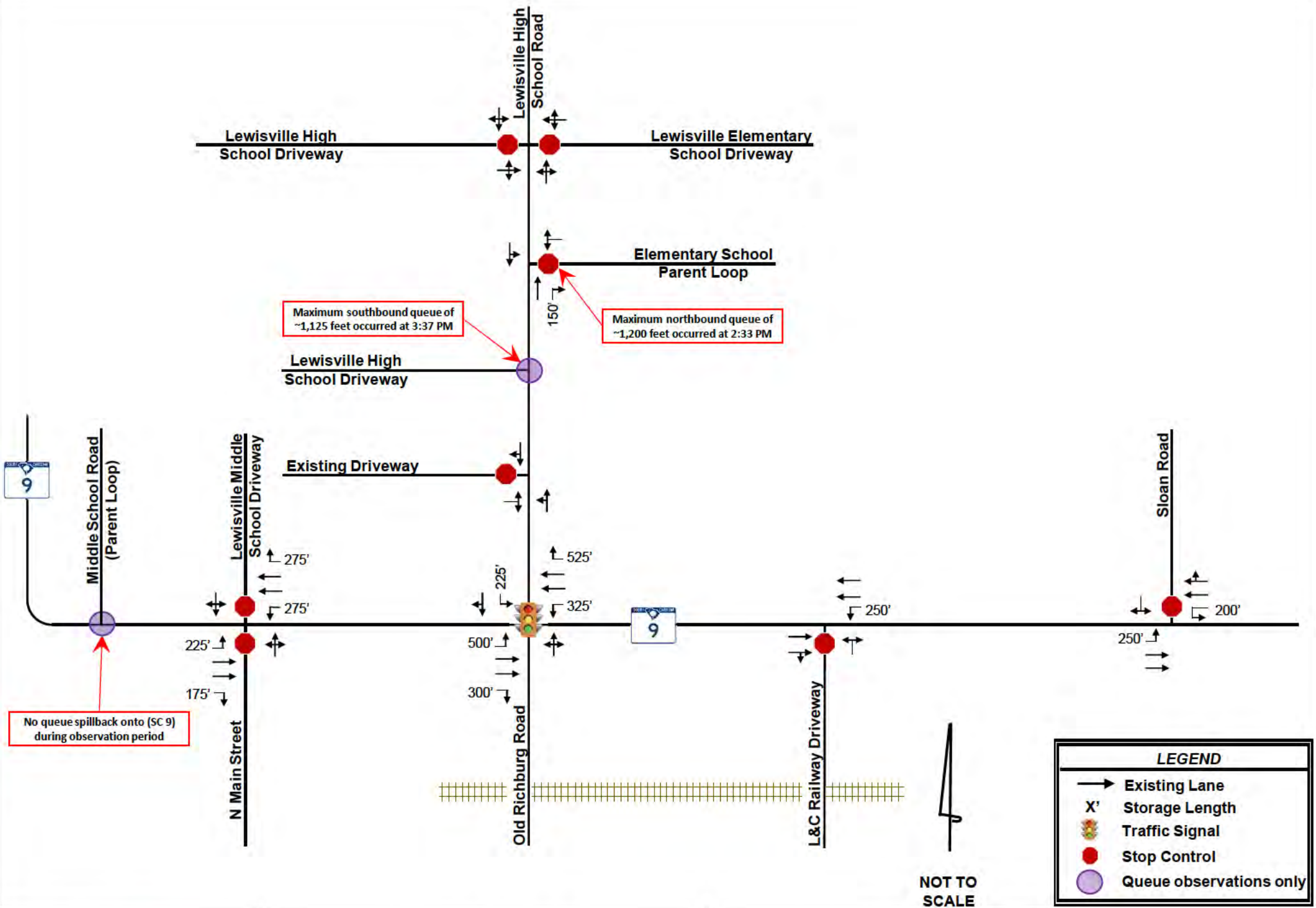
**LOCATION:** Lancaster Hwy -- Old Richburgh Rd/Lewisville High School Rd  
**CITY/STATE:** Chester, SC

**QC JOB #:** 15997201  
**DATE:** Thu, Nov 3 2022



15 Min Count Period Beginning At	Lancaster Hwy (Northbound)				Lancaster Hwy (Southbound)				Old Richburgh Rd/Lewisville High School Rd (Eastbound)				Old Richburgh Rd/Lewisville High School Rd (Westbound)				ota	Hourly totals	
	Left	hru	Right	U	Left	hru	Right	U	Left	hru	Right	U	Left	hru	Right	U			
2:00 PM	5	63	6	0	18	44	1	0	2	2	5	0	5	1	6	0	158		
2:15 PM	9	49	7	0	17	53	2	0	4	3	14	0	1	3	4	0	166		
2:30 PM	6	53	8	0	24	52	0	0	3	4	13	0	22	10	64	0	259		
2:45 PM	2	77	8	0	15	67	2	0	2	6	8	0	13	8	29	0	237	820	
3:00 PM	14	91	3	0	4	77	1	0	2	2	9	0	2	0	23	0	228	890	
3:15 PM	5	53	9	0	41	70	1	0	3	9	14	0	5	4	20	0	234	958	
3:30 PM	3	57	8	0	15	80	1	0	1	3	15	0	30	27	104	0	344	1043	
3:45 PM	5	68	1	0	5	67	0	0	1	3	8	0	1	3	25	0	187	993	
Peak 15 Min Flowrates	Northbound				Southbound				Eastbound				Westbound				ota		
	Left	hru	Right	U	Left	hru	Right	U	Left	hru	Right	U	Left	hru	Right	U			
All Vehicles	12	228	32	0	60	320	4	0	4	12	60	0	120	108	416	0	1376		
Heavy Trucks	4	32	4	0	4	44	0	0	0	0	0	0	4	0	20	0	112		
Buses																			
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles																			
Scooters																			

Comments:



**LEGEND**

- Existing Lane
- X' Storage Length
-  Traffic Signal
-  Stop Control
-  Developer Improvement Identified
- IPS Internal Protected Stem
-  Revised Recommendation

NOT TO SCALE

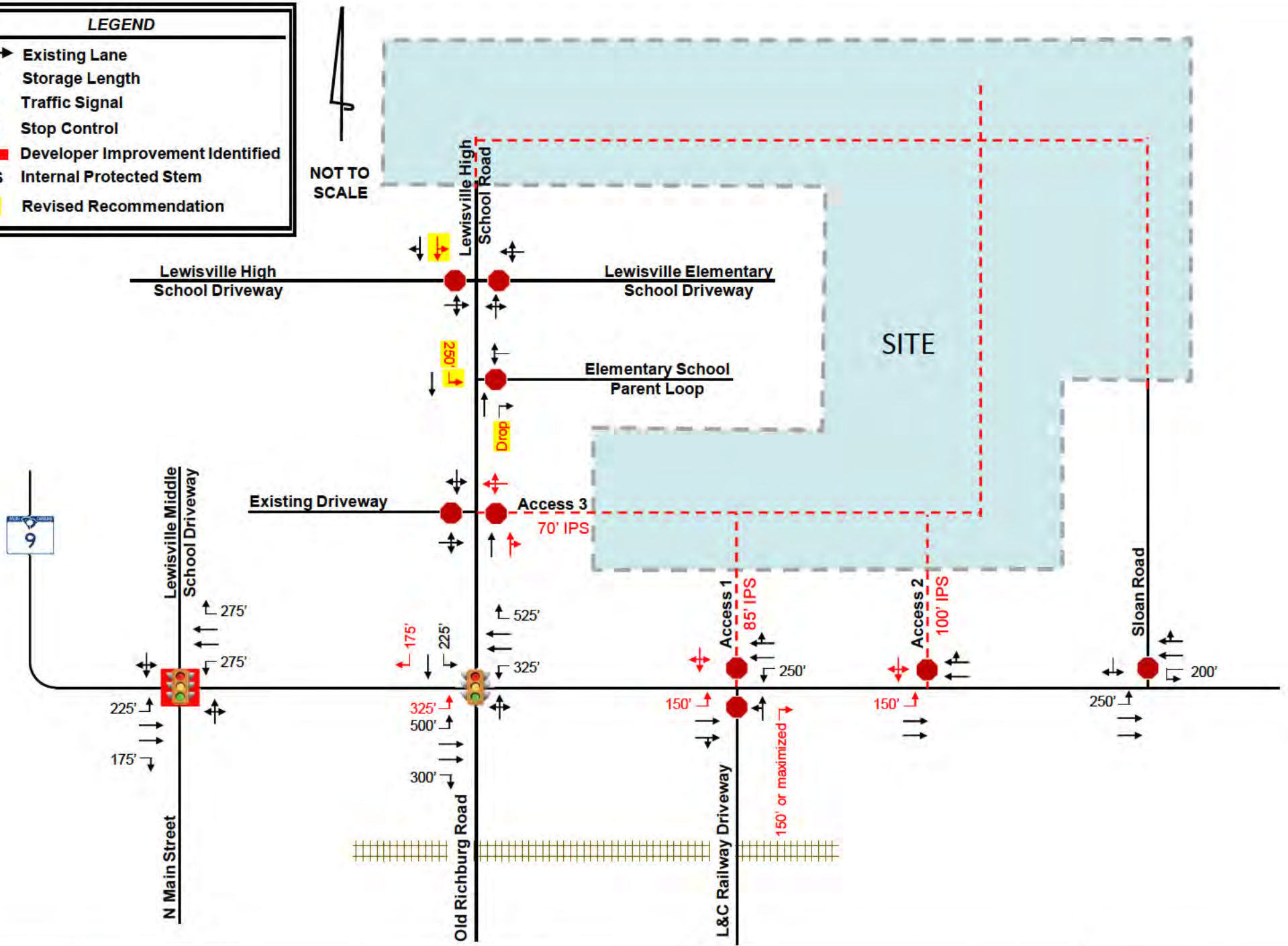
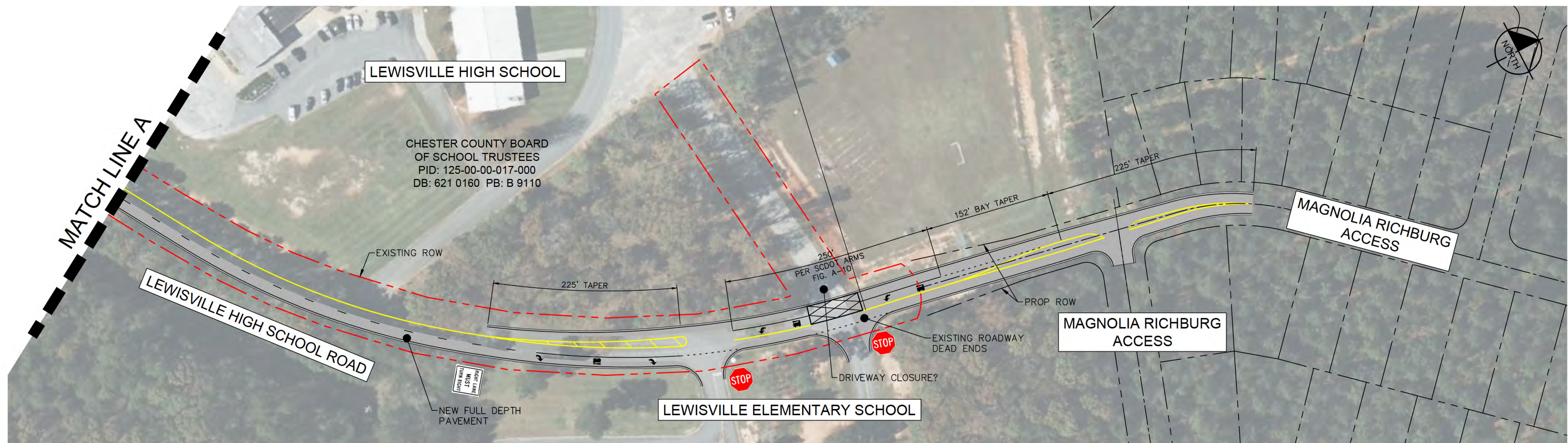
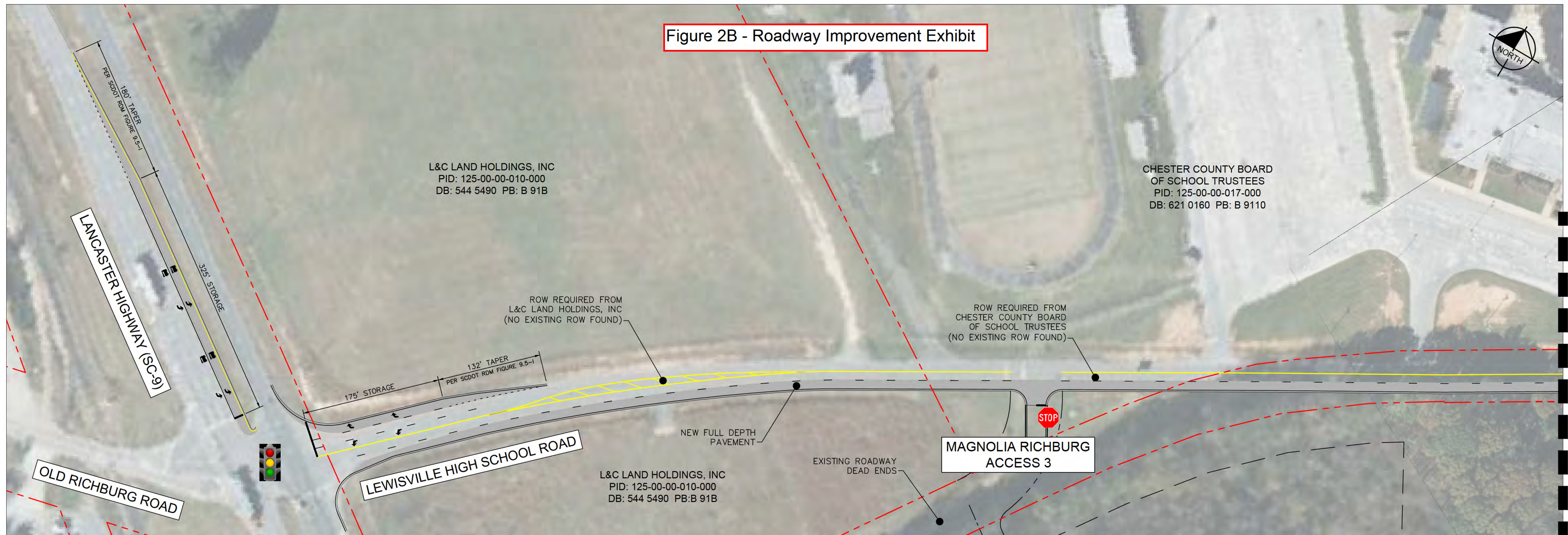
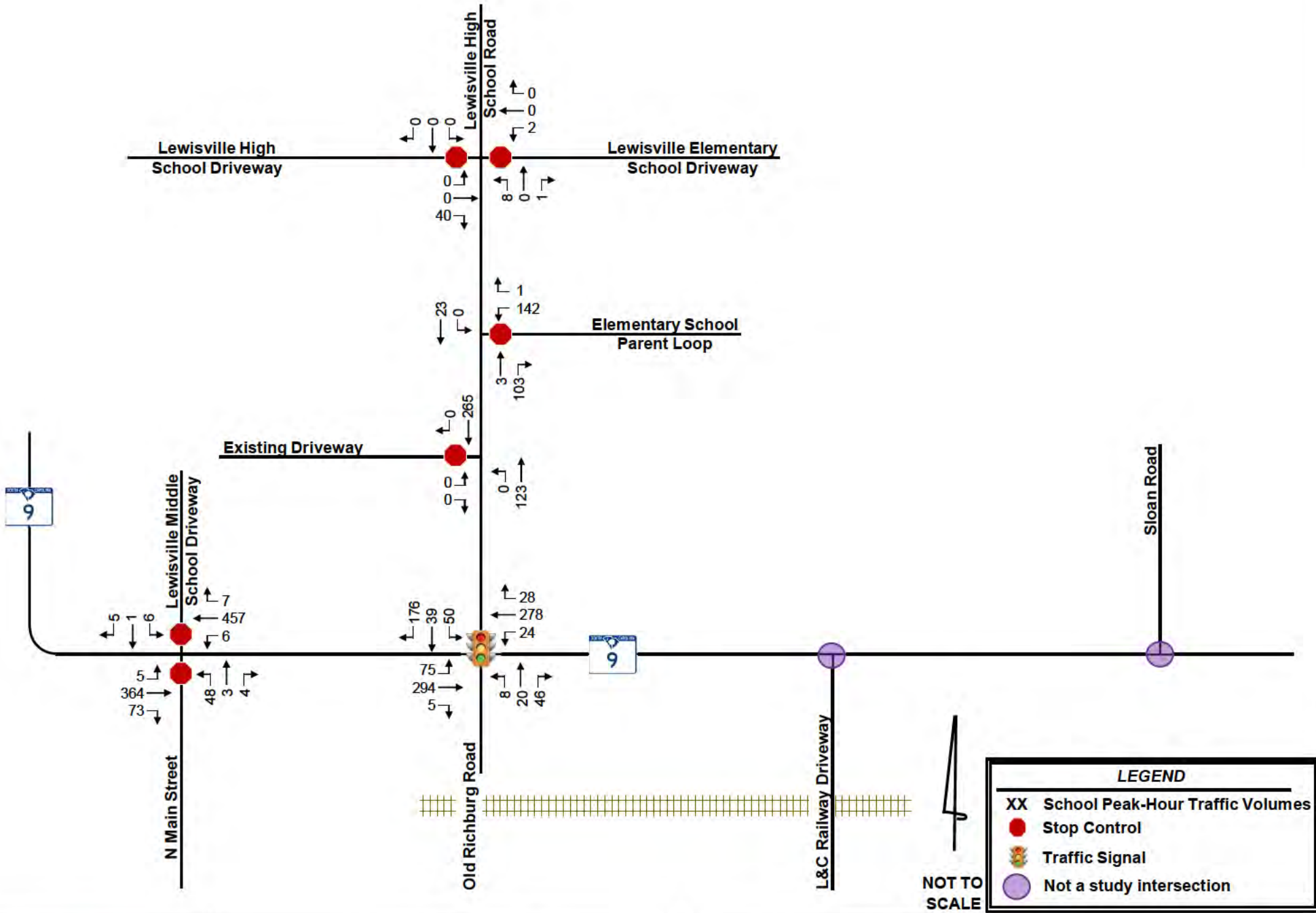


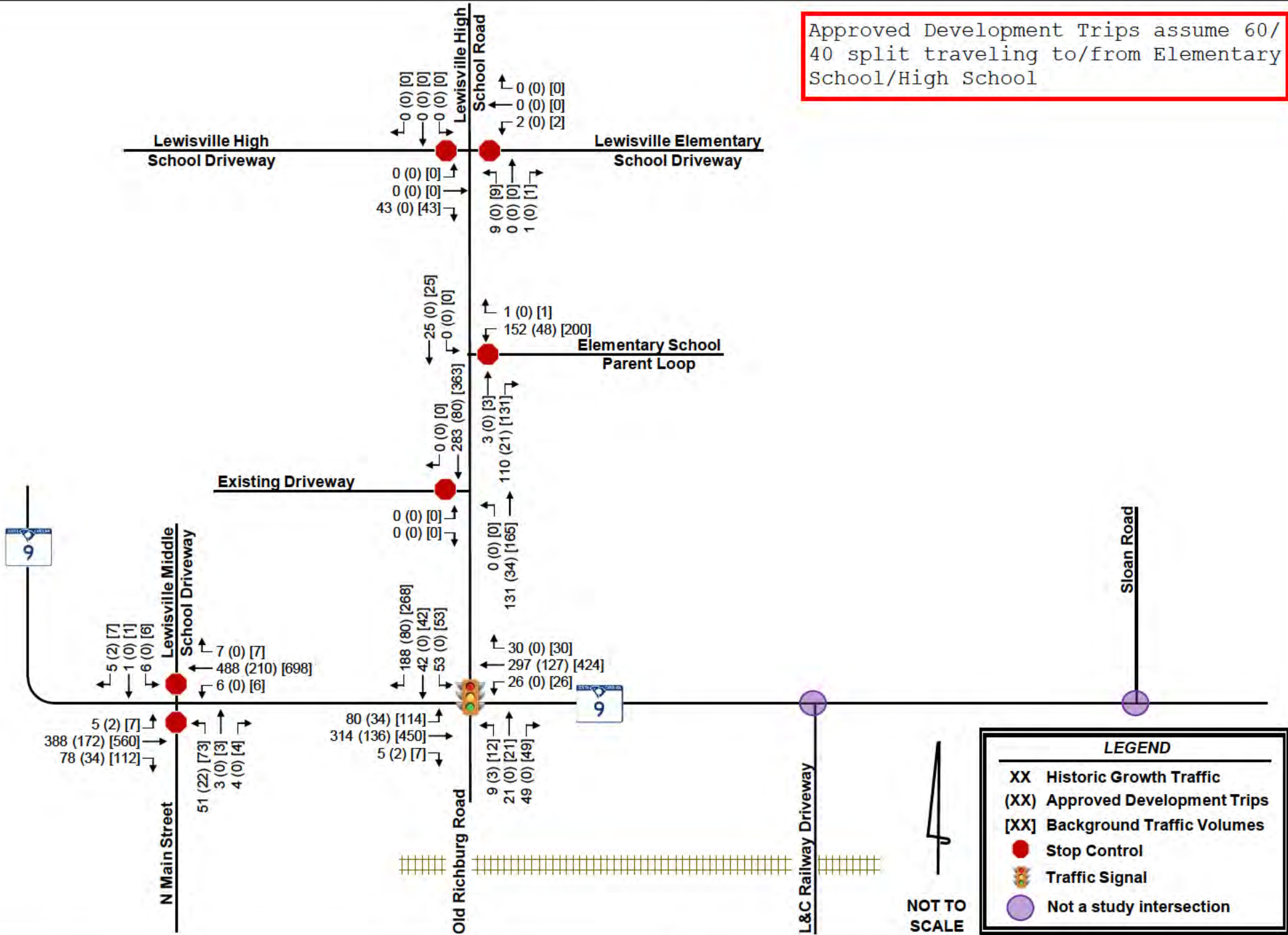
Figure 2B - Roadway Improvement Exhibit







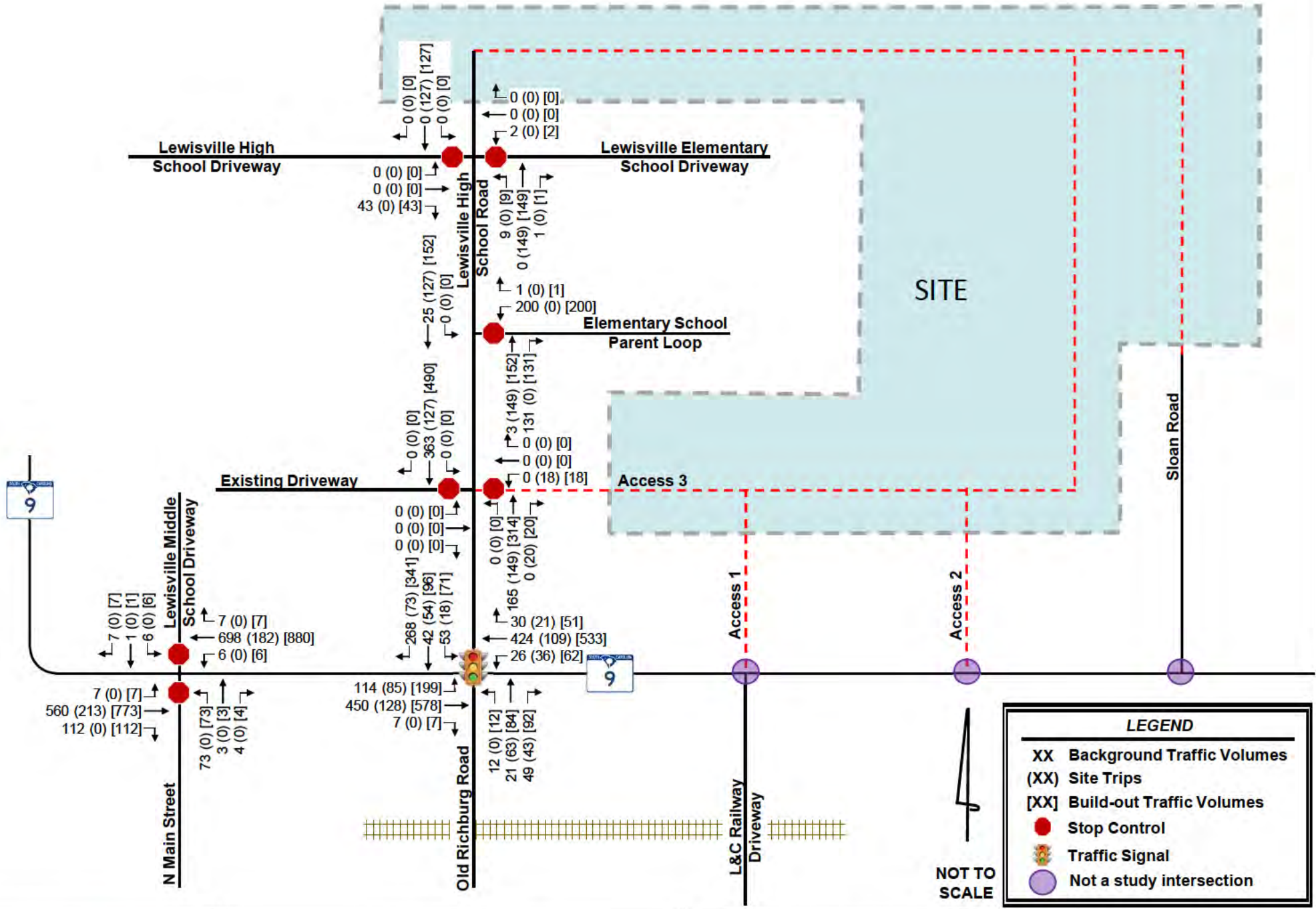
Approved Development Trips assume 60/40 split traveling to/from Elementary School/High School



**LEGEND**

- XX Historic Growth Traffic
- ((XX)) Approved Development Trips
- [XX] Background Traffic Volumes
- Stop Control
- 🚦 Traffic Signal
- Not a study intersection

NOT TO SCALE



**LEGEND**

























- XX Background Traffic Volumes
- (XX) Site Trips
- [XX] Build-out Traffic Volumes
- Stop Control
- 🚦 Traffic Signal
- Not a study intersection

NOT TO SCALE

Lanes, Volumes, Timings

Magnolia Richburg TIA

1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SOS) 2022 Elementary School PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 			 			 	
Traffic Volume (vph)	5	364	73	6	457	7	48	3	4	6	1	5
Future Volume (vph)	5	364	73	6	457	7	48	3	4	6	1	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	16	12	12	14	12
Storage Length (ft)	225		250	275		275	0		0	0		0
Storage Lanes	1		1	1		1	0		0	0		0
Taper Length (ft)	100			100			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.986			0.961	
Flt Protected	0.950			0.950				0.962			0.972	
Satd. Flow (prot)	1289	3343	1583	1770	3343	1029	0	1792	0	0	1069	0
Flt Permitted	0.950			0.950				0.962			0.972	
Satd. Flow (perm)	1289	3343	1583	1770	3343	1029	0	1792	0	0	1069	0
Link Speed (mph)		35			35			35			25	
Link Distance (ft)		1521			4522			1340			1310	
Travel Time (s)		29.6			88.1			26.1			35.7	
Peak Hour Factor	0.42	0.81	0.63	0.75	0.72	0.44	0.80	0.38	0.50	0.38	0.25	0.63
Heavy Vehicles (%)	40%	8%	2%	2%	8%	57%	10%	33%	25%	100%	100%	20%
Adj. Flow (vph)	12	449	116	8	635	16	60	8	8	16	4	8
Shared Lane Traffic (%)												
Lane Group Flow (vph)	12	449	116	8	635	16	0	76	0	0	28	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	24.3%
ICU Level of Service	A
Analysis Period (min)	15

**Intersection**

Int Delay, s/veh 1.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	364	73	6	457	7	48	3	4	6	1	5
Future Vol, veh/h	5	364	73	6	457	7	48	3	4	6	1	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	250	275	-	275	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	42	81	63	75	72	44	80	38	50	38	25	63
Heavy Vehicles, %	40	8	2	2	8	57	10	33	25	100	100	20
Mvmt Flow	12	449	116	8	635	16	60	8	8	16	4	8

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	651	0	0	565	0	0	809	1140	225	904	1240	318
Stage 1	-	-	-	-	-	-	473	473	-	651	651	-
Stage 2	-	-	-	-	-	-	336	667	-	253	589	-
Critical Hdwy	4.9	-	-	4.14	-	-	7.7	7.16	7.4	9.5	8.5	7.3
Critical Hdwy Stg 1	-	-	-	-	-	-	6.7	6.16	-	8.5	7.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.7	6.16	-	8.5	7.5	-
Follow-up Hdwy	2.6	-	-	2.22	-	-	3.6	4.33	3.55	4.5	5	3.5
Pot Cap-1 Maneuver	716	-	-	1003	-	-	258	158	712	123	81	627
Stage 1	-	-	-	-	-	-	520	485	-	251	282	-
Stage 2	-	-	-	-	-	-	630	386	-	513	309	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	716	-	-	1003	-	-	245	154	712	117	79	627
Mov Cap-2 Maneuver	-	-	-	-	-	-	362	259	-	194	167	-
Stage 1	-	-	-	-	-	-	511	477	-	247	280	-
Stage 2	-	-	-	-	-	-	608	383	-	490	304	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.2			0.1			17.4			22.4		
HCM LOS							C			C		

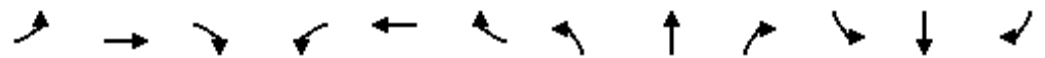
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	366	716	-	-	1003	-	-	235
HCM Lane V/C Ratio	0.207	0.017	-	-	0.008	-	-	0.118
HCM Control Delay (s)	17.4	10.1	-	-	8.6	-	-	22.4
HCM Lane LOS	C	B	-	-	A	-	-	C
HCM 95th %tile Q(veh)	0.8	0.1	-	-	0	-	-	0.4

Lanes, Volumes, Timings

Magnolia Richburg TIA

2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (800)

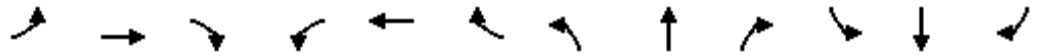
2020 FSR09 School PM Peak Hour



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	75	294	5	24	278	28	8	20	46	50	39	176
Future Volume (vph)	75	294	5	24	278	28	8	20	46	50	39	176
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	14	12	12	14	14
Storage Length (ft)	500		300	325		525	0		0	225		0
Storage Lanes	1		1	1		1	0		0	1		0
Taper Length (ft)	100			100			25			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.925			0.881	
Flt Protected	0.950			0.950				0.994		0.950		
Satd. Flow (prot)	1626	3282	1583	1492	3195	1553	0	1706	0	1703	1710	0
Flt Permitted	0.950			0.950				0.871		0.512		
Satd. Flow (perm)	1626	3282	1583	1492	3195	1553	0	1495	0	918	1710	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			234			234		60			304	
Link Speed (mph)		45			45			50			35	
Link Distance (ft)		4522			1303			1480			847	
Travel Time (s)		68.5			19.7			20.2			16.5	
Peak Hour Factor	0.46	0.92	0.63	0.43	0.76	0.78	0.67	0.56	0.77	0.42	0.36	0.42
Heavy Vehicles (%)	11%	10%	2%	21%	13%	4%	13%	5%	11%	6%	2%	5%
Adj. Flow (vph)	163	320	8	56	366	36	12	36	60	119	108	419
Shared Lane Traffic (%)												
Lane Group Flow (vph)	163	320	8	56	366	36	0	108	0	119	527	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Perm	NA		pm+pt	NA	
Protected Phases	1	6		5	2			4		3	8	
Permitted Phases			6			2	4			8		
Detector Phase	1	6	6	5	2	2	4	4		3	8	
Switch Phase												
Minimum Initial (s)	8.0	15.0	15.0	8.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	15.0	22.0	22.0	15.0	22.0	22.0	15.0	15.0		15.0	15.0	
Total Split (s)	17.0	25.0	25.0	15.0	23.0	23.0	15.0	15.0		15.0	30.0	
Total Split (%)	24.3%	35.7%	35.7%	21.4%	32.9%	32.9%	21.4%	21.4%		21.4%	42.9%	
Maximum Green (s)	11.0	19.0	19.0	9.0	17.0	17.0	9.0	9.0		9.0	24.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0		0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0		6.0		6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lag		Lead		
Lead-Lag Optimize?												
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Recall Mode	Min	Min	Min	Min	Min	Min	None	None		None	None	
Act Effct Green (s)	10.2	17.0	17.0	8.5	15.2	15.2		8.5		19.6	19.6	
Actuated g/C Ratio	0.16	0.27	0.27	0.13	0.24	0.24		0.13		0.31	0.31	
v/c Ratio	0.62	0.36	0.01	0.28	0.48	0.07		0.43		0.30	0.71	
Control Delay	38.2	21.5	0.0	30.8	24.6	0.2		20.4		17.8	13.7	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0		0.0		0.0	0.0	
Total Delay	38.2	21.5	0.0	30.8	24.6	0.2		20.4		17.8	13.7	
LOS	D	C	A	C	C	A		C		B	B	

Lanes, Volumes, Timings

2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (SC 9) 2020 Lewisville High School PM Peak Hour



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach Delay		26.7			23.5			20.4			14.5	
Approach LOS		C			C			C			B	
Queue Length 50th (ft)	63	55	0	21	69	0		18		34	68	
Queue Length 95th (ft)	56	92	0	24	90	0		27		30	0	
Internal Link Dist (ft)		4442			1223			1400			767	
Turn Bay Length (ft)	500		300	325		525				225		
Base Capacity (vph)	286	999	644	215	870	593		266		401	845	
Starvation Cap Reductn	0	0	0	0	0	0		0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0		0		0	0	
Storage Cap Reductn	0	0	0	0	0	0		0		0	0	
Reduced v/c Ratio	0.57	0.32	0.01	0.26	0.42	0.06		0.41		0.30	0.62	

Intersection Summary

Area Type:	Other
Cycle Length:	70
Actuated Cycle Length:	63.4
Natural Cycle:	70
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	0.71
Intersection Signal Delay:	20.8
Intersection LOS:	C
Intersection Capacity Utilization:	47.1%
ICU Level of Service:	A
Analysis Period (min):	15

















Splits and Phases: 2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (SC 9)



Lanes, Volumes, Timings

Magnolia Richburg TIA

4: Lewisville High School Road & Lewisville High School Driveway/Lewisville Elementary School Driveway

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	40	2	0	0	8	0	1	0	0	0
Future Volume (vph)	0	0	40	2	0	0	8	0	1	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.865						0.973				
Flt Protected					0.950			0.962				
Satd. Flow (prot)	0	1454	0	0	1770	0	0	1605	0	0	1863	0
Flt Permitted					0.950			0.962				
Satd. Flow (perm)	0	1454	0	0	1770	0	0	1605	0	0	1863	0
Link Speed (mph)		25			25			35			35	
Link Distance (ft)		1135			1000			164			976	
Travel Time (s)		31.0			27.3			3.2			19.0	
Peak Hour Factor	0.90	0.90	0.67	0.25	0.90	0.90	0.50	0.90	0.25	0.90	0.90	0.90
Heavy Vehicles (%)	2%	2%	13%	2%	2%	2%	13%	2%	2%	2%	2%	2%
Adj. Flow (vph)	0	0	60	8	0	0	16	0	4	0	0	0
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	60	0	0	8	0	0	20	0	0	0	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	13.3%
Analysis Period (min)	15
	ICU Level of Service A

4: Lewisville High School Road & Lewisville High School Driveway/Lewisville Elementary School Driveway

Intersection												
Int Delay, s/veh	7.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	0	40	2	0	0	8	0	1	0	0	0
Future Vol, veh/h	0	0	40	2	0	0	8	0	1	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	67	25	90	90	50	90	25	90	90	90
Heavy Vehicles, %	2	2	13	2	2	2	13	2	2	2	2	2
Mvmt Flow	0	0	60	8	0	0	16	0	4	0	0	0
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	35	37	1	65	35	2	1	0	0	4	0	0
Stage 1	1	1	-	34	34	-	-	-	-	-	-	-
Stage 2	34	36	-	31	1	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.33	7.12	6.52	6.22	4.23	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.417	3.518	4.018	3.318	2.317	-	-	2.218	-	-
Pot Cap-1 Maneuver	971	855	1052	929	857	1082	1552	-	-	1618	-	-
Stage 1	1022	895	-	982	867	-	-	-	-	-	-	-
Stage 2	982	865	-	986	895	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	963	846	1052	870	848	1082	1552	-	-	1618	-	-
Mov Cap-2 Maneuver	963	846	-	870	848	-	-	-	-	-	-	-
Stage 1	1012	895	-	972	858	-	-	-	-	-	-	-
Stage 2	972	856	-	930	895	-	-	-	-	-	-	-
Approach	EB		WB			NB			SB			
HCM Control Delay, s	8.6		9.2			5.9			0			
HCM LOS	A		A									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1552	-	-	1052	870	1618	-	-				
HCM Lane V/C Ratio	0.01	-	-	0.057	0.009	-	-	-				
HCM Control Delay (s)	7.3	0	-	8.6	9.2	0	-	-				
HCM Lane LOS	A	A	-	A	A	A	-	-				
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-				



Lanes, Volumes, Timings  
 7: Lewisville High School Road & Existing Driveway

Magnolia Richburg TIA  
 2022 Existing School PM Peak Hour



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	0	0	0	123	265	0
Future Volume (vph)	0	0	0	123	265	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
<b>Fr</b>						
Flt Protected						
Satd. Flow (prot)	1863	0	0	1759	1810	0
Flt Permitted						
Satd. Flow (perm)	1863	0	0	1759	1810	0
Link Speed (mph)	25			35	35	
Link Distance (ft)	1039			847	1498	
Travel Time (s)	28.3			16.5	29.2	
Peak Hour Factor	0.90	0.90	0.90	0.55	0.41	0.90
Heavy Vehicles (%)	2%	2%	2%	8%	5%	2%
Adj. Flow (vph)	0	0	0	224	646	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	0	0	224	646	0
Sign Control	Stop			Free	Free	

**Intersection Summary**

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	17.3%
Analysis Period (min)	15
	ICU Level of Service A

HCM 6th TWSC  
7: Lewisville High School Road & Existing Driveway

Magnolia Richburg TIA  
2022 Existing School PM Peak Hour

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	0	123	265	0
Future Vol, veh/h	0	0	0	123	265	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	55	41	90
Heavy Vehicles, %	2	2	2	8	5	2
Mvmt Flow	0	0	0	224	646	0

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	870	646	646	0	-	0
Stage 1	646	-	-	-	-	-
Stage 2	224	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	322	472	939	-	-	-
Stage 1	522	-	-	-	-	-
Stage 2	813	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	322	472	939	-	-	-
Mov Cap-2 Maneuver	322	-	-	-	-	-
Stage 1	522	-	-	-	-	-
Stage 2	813	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	0	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	939	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	0	-	0	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	-



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	142	1	3	103	0	23
Future Volume (vph)	142	1	3	103	0	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		150	0	
Storage Lanes	1	0		1	0	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.998			0.850		
Flt Protected	0.953					
Satd. Flow (prot)	1772	0	1429	1583	0	1407
Flt Permitted	0.953					
Satd. Flow (perm)	1772	0	1429	1583	0	1407
Link Speed (mph)	25		35			35
Link Distance (ft)	1442		1498			164
Travel Time (s)	39.3		29.2			3.2
Peak Hour Factor	0.42	0.25	0.38	0.37	0.90	0.52
Heavy Vehicles (%)	2%	2%	33%	2%	2%	35%
Adj. Flow (vph)	338	4	8	278	0	44
Shared Lane Traffic (%)						
Lane Group Flow (vph)	342	0	8	278	0	44
Sign Control	Stop		Free			Free

Intersection Summary	
Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	17.9% <span style="float: right;">ICU Level of Service A</span>
Analysis Period (min)	15

**Intersection**

Int Delay, s/veh 5.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↔		↑	↔		↔
Traffic Vol, veh/h	142	1	3	103	0	23
Future Vol, veh/h	142	1	3	103	0	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	42	25	38	37	90	52
Heavy Vehicles, %	2	2	33	2	2	35
Mvmt Flow	338	4	8	278	0	44

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	52	8	0
Stage 1	8	-	-
Stage 2	44	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	957	1074	-
Stage 1	1015	-	-
Stage 2	978	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	957	1074	-
Mov Cap-2 Maneuver	957	-	-
Stage 1	1015	-	-
Stage 2	978	-	-






















Approach	WB	NB	SB
HCM Control Delay, s	10.8	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	958	1276
HCM Lane V/C Ratio	-	-	0.357	-
HCM Control Delay (s)	-	-	10.8	0
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	1.6	0

Lanes, Volumes, Timings

Magnolia Richburg TIA

1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SOS) 2015 Park Road Middle School PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	7	560	112	6	698	7	73	3	4	6	1	7
Future Volume (vph)	7	560	112	6	698	7	73	3	4	6	1	7
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	16	12	12	14	12
Storage Length (ft)	225		250	275		275	0		0	0		0
Storage Lanes	1		1	1		1	0		0	0		0
Taper Length (ft)	100			100			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.990			0.955	
Flt Protected	0.950			0.950				0.959			0.974	
Satd. Flow (prot)	1289	3343	1583	1770	3343	1029	0	1810	0	0	1088	0
Flt Permitted	0.950			0.950				0.959			0.974	
Satd. Flow (perm)	1289	3343	1583	1770	3343	1029	0	1810	0	0	1088	0
Link Speed (mph)		35			35			35			25	
Link Distance (ft)		1521			4522			1340			1310	
Travel Time (s)		29.6			88.1			26.1			35.7	
Peak Hour Factor	0.56	0.84	0.71	0.75	0.77	0.44	0.83	0.38	0.50	0.38	0.25	0.71
Heavy Vehicles (%)	40%	8%	2%	2%	8%	57%	10%	33%	25%	100%	100%	20%
Adj. Flow (vph)	13	667	158	8	906	16	88	8	8	16	4	10
Shared Lane Traffic (%)												
Lane Group Flow (vph)	13	667	158	8	906	16	0	104	0	0	30	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	34.4%
Analysis Period (min)	15
	ICU Level of Service A

**Intersection**

Int Delay, s/veh 2.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↘	↑↑	↗	↘	↑↑	↗		↔			↔	
Traffic Vol, veh/h	7	560	112	6	698	7	73	3	4	6	1	7
Future Vol, veh/h	7	560	112	6	698	7	73	3	4	6	1	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	250	275	-	275	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	56	84	71	75	77	44	83	38	50	38	25	71
Heavy Vehicles, %	40	8	2	2	8	57	10	33	25	100	100	20
Mvmt Flow	13	667	158	8	906	16	88	8	8	16	4	10

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	922	0	0	825	0	0	1162	1629	334	1284	1771	453
Stage 1	-	-	-	-	-	-	691	691	-	922	922	-
Stage 2	-	-	-	-	-	-	471	938	-	362	849	-
Critical Hdwy	4.9	-	-	4.14	-	-	7.7	7.16	7.4	9.5	8.5	7.3
Critical Hdwy Stg 1	-	-	-	-	-	-	6.7	6.16	-	8.5	7.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.7	6.16	-	8.5	7.5	-
Follow-up Hdwy	2.6	-	-	2.22	-	-	3.6	4.33	3.55	4.5	5	3.5
Pot Cap-1 Maneuver	541	-	-	801	-	-	141	74	599	54	30	507
Stage 1	-	-	-	-	-	-	383	375	-	153	187	-
Stage 2	-	-	-	-	-	-	522	279	-	423	209	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	541	-	-	801	-	-	131	72	599	50	29	507
Mov Cap-2 Maneuver	-	-	-	-	-	-	251	172	-	116	100	-
Stage 1	-	-	-	-	-	-	375	367	-	150	185	-
Stage 2	-	-	-	-	-	-	496	276	-	399	204	-

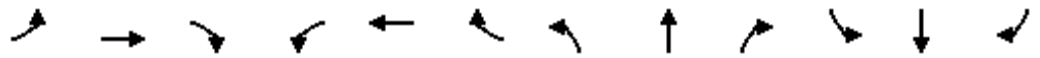
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.2			0.1			28.8			34.3		
HCM LOS							D			D		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	253	541	-	-	801	-	-	152
HCM Lane V/C Ratio	0.41	0.023	-	-	0.01	-	-	0.195
HCM Control Delay (s)	28.8	11.8	-	-	9.5	-	-	34.3
HCM Lane LOS	D	B	-	-	A	-	-	D
HCM 95th %tile Q(veh)	1.9	0.1	-	-	0	-	-	0.7

Lanes, Volumes, Timings

Magnolia Richburg TIA

2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (BO) 2025 Park Blvd and Old School PM Peak Hour



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	114	450	7	26	424	30	12	21	49	53	42	268
Future Volume (vph)	114	450	7	26	424	30	12	21	49	53	42	268
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	14	12	12	14	14
Storage Length (ft)	500		300	325		525	0		0	225		0
Storage Lanes	1		1	1		1	0		0	1		0
Taper Length (ft)	100			100			25			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.927			0.879	
Flt Protected	0.950			0.950				0.993		0.950		
Satd. Flow (prot)	1626	3282	1583	1492	3195	1553	0	1706	0	1703	1706	0
Flt Permitted	0.950			0.950				0.488		0.491		
Satd. Flow (perm)	1626	3282	1583	1492	3195	1553	0	839	0	880	1706	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			234			234		64			320	
Link Speed (mph)		45			45			50			35	
Link Distance (ft)		4522			1303			1480			847	
Travel Time (s)		68.5			19.7			20.2			16.5	
Peak Hour Factor	0.59	0.90	0.71	0.43	0.80	0.78	0.73	0.56	0.77	0.42	0.36	0.56
Heavy Vehicles (%)	11%	10%	2%	21%	13%	4%	13%	5%	11%	6%	2%	5%
Adj. Flow (vph)	193	500	10	60	530	38	16	38	64	126	117	479
Shared Lane Traffic (%)												
Lane Group Flow (vph)	193	500	10	60	530	38	0	118	0	126	596	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Perm	NA		pm+pt	NA	
Protected Phases	1	6		5	2			4		3	8	
Permitted Phases			6			2	4			8		
Detector Phase	1	6	6	5	2	2	4	4		3	8	
Switch Phase												
Minimum Initial (s)	8.0	15.0	15.0	8.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	15.0	22.0	22.0	15.0	22.0	22.0	15.0	15.0		15.0	15.0	
Total Split (s)	18.0	25.0	25.0	15.0	22.0	22.0	15.0	15.0		15.0	30.0	
Total Split (%)	25.7%	35.7%	35.7%	21.4%	31.4%	31.4%	21.4%	21.4%		21.4%	42.9%	
Maximum Green (s)	12.0	19.0	19.0	9.0	16.0	16.0	9.0	9.0		9.0	24.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0		0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0		6.0		6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lag		Lead		
Lead-Lag Optimize?												
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Recall Mode	Min	Min	Min	Min	Min	Min	None	None		None	None	
Act Effct Green (s)	11.1	18.2	18.2	8.5	15.7	15.7		8.7		19.8	19.8	
Actuated g/C Ratio	0.17	0.28	0.28	0.13	0.24	0.24		0.13		0.31	0.31	
v/c Ratio	0.70	0.54	0.02	0.31	0.69	0.07		0.70		0.33	0.80	
Control Delay	42.3	23.5	0.0	32.3	29.3	0.2		41.2		19.0	18.5	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0		0.0		0.0	0.0	
Total Delay	42.3	23.5	0.0	32.3	29.3	0.2		41.2		19.0	18.5	
LOS	D	C	A	C	C	A		D		B	B	

Lanes, Volumes, Timings

Magnolia Richburg TIA

2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (SC 9) 2015 Park Road School PM Peak Hour

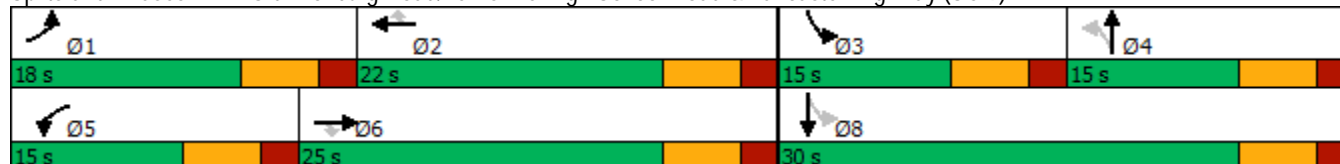


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach Delay		28.3			27.9			41.2			18.6	
Approach LOS		C			C			D			B	
Queue Length 50th (ft)	78	95	0	24	111	0		22		37	95	
Queue Length 95th (ft)	88	143	0	26	141	0		31		32	0	
Internal Link Dist (ft)		4442			1223			1400			767	
Turn Bay Length (ft)	500		300	325		525				225		
Base Capacity (vph)	306	979	636	210	802	565		173		388	842	
Starvation Cap Reductn	0	0	0	0	0	0		0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0		0		0	0	
Storage Cap Reductn	0	0	0	0	0	0		0		0	0	
Reduced v/c Ratio	0.63	0.51	0.02	0.29	0.66	0.07		0.68		0.32	0.71	

Intersection Summary

Area Type:	Other
Cycle Length:	70
Actuated Cycle Length:	64.9
Natural Cycle:	70
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	0.80
Intersection Signal Delay:	25.7
Intersection LOS:	C
Intersection Capacity Utilization:	52.9%
ICU Level of Service:	A
Analysis Period (min):	15

Splits and Phases: 2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (SC 9)





















Lanes, Volumes, Timings

Magnolia Richburg TIA

4: Lewisville High School Road & Lewisville High School Driveway / Lewisville Elementary School Driveway

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	43	2	0	0	9	0	1	0	0	0
Future Volume (vph)	0	0	43	2	0	0	9	0	1	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.865						0.975				
Flt Protected					0.950			0.961				
Satd. Flow (prot)	0	1454	0	0	1770	0	0	1604	0	0	1863	0
Flt Permitted					0.950			0.961				
Satd. Flow (perm)	0	1454	0	0	1770	0	0	1604	0	0	1863	0
Link Speed (mph)		25			25			35			35	
Link Distance (ft)		928			1005			194			956	
Travel Time (s)		25.3			27.4			3.8			18.6	
Peak Hour Factor	0.90	0.90	0.67	0.25	0.90	0.90	0.50	0.90	0.25	0.90	0.90	0.90
Heavy Vehicles (%)	2%	2%	13%	2%	2%	2%	13%	2%	2%	2%	2%	2%
Adj. Flow (vph)	0	0	64	8	0	0	18	0	4	0	0	0
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	64	0	0	8	0	0	22	0	0	0	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	13.3%
Analysis Period (min)	15
	ICU Level of Service A

4: Lewisville High School Road & Lewisville High School Driveway / Lewisville Elementary School Driveway

Intersection												
Int Delay, s/veh	7.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	0	43	2	0	0	9	0	1	0	0	0
Future Vol, veh/h	0	0	43	2	0	0	9	0	1	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	67	25	90	90	50	90	25	90	90	90
Heavy Vehicles, %	2	2	13	2	2	2	13	2	2	2	2	2
Mvmt Flow	0	0	64	8	0	0	18	0	4	0	0	0
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	39	41	1	71	39	2	1	0	0	4	0	0
Stage 1	1	1	-	38	38	-	-	-	-	-	-	-
Stage 2	38	40	-	33	1	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.33	7.12	6.52	6.22	4.23	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.417	3.518	4.018	3.318	2.317	-	-	2.218	-	-
Pot Cap-1 Maneuver	966	851	1052	920	853	1082	1552	-	-	1618	-	-
Stage 1	1022	895	-	977	863	-	-	-	-	-	-	-
Stage 2	977	862	-	983	895	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	957	841	1052	856	843	1082	1552	-	-	1618	-	-
Mov Cap-2 Maneuver	957	841	-	856	843	-	-	-	-	-	-	-
Stage 1	1010	895	-	965	853	-	-	-	-	-	-	-
Stage 2	965	852	-	923	895	-	-	-	-	-	-	-
Approach	EB		WB			NB			SB			
HCM Control Delay, s	8.6		9.2			6			0			
HCM LOS	A		A									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1552	-	-	1052	856	1618	-	-				
HCM Lane V/C Ratio	0.012	-	-	0.061	0.009	-	-	-				
HCM Control Delay (s)	7.3	0	-	8.6	9.2	0	-	-				
HCM Lane LOS	A	A	-	A	A	A	-	-				
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-				

Lanes, Volumes, Timings  
 7: Lewisville High School Road & Existing Driveway

Magnolia Richburg TIA  
 2035 Background School PM Peak Hour



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	0	0	0	165	363	0
Future Volume (vph)	0	0	0	165	363	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
<b>Fr</b>						
Flt Protected						
Satd. Flow (prot)	1863	0	0	1759	1810	0
Flt Permitted						
Satd. Flow (perm)	1863	0	0	1759	1810	0
Link Speed (mph)	25			35	35	
Link Distance (ft)	1039			847	1491	
Travel Time (s)	28.3			16.5	29.0	
Peak Hour Factor	0.90	0.90	0.90	0.62	0.52	0.90
Heavy Vehicles (%)	2%	2%	2%	8%	5%	2%
Adj. Flow (vph)	0	0	0	266	698	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	0	0	266	698	0
Sign Control	Stop			Free	Free	

**Intersection Summary**

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	22.4%
Analysis Period (min)	15
	ICU Level of Service A

HCM 6th TWSC  
7: Lewisville High School Road & Existing Driveway

Magnolia Richburg TIA  
2035 Background School PM Peak Hour

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	0	165	363	0
Future Vol, veh/h	0	0	0	165	363	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	62	52	90
Heavy Vehicles, %	2	2	2	8	5	2
Mvmt Flow	0	0	0	266	698	0

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	964	698	698	0	-	0
Stage 1	698	-	-	-	-	-
Stage 2	266	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	283	440	898	-	-	-
Stage 1	494	-	-	-	-	-
Stage 2	779	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	283	440	898	-	-	-
Mov Cap-2 Maneuver	283	-	-	-	-	-
Stage 1	494	-	-	-	-	-
Stage 2	779	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	0	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	898	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	0	-	0	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	-



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	200	1	3	131	0	25
Future Volume (vph)	200	1	3	131	0	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		150	0	
Storage Lanes	1	0		1	0	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.999			0.850		
Flt Protected	0.953					
Satd. Flow (prot)	1773	0	1429	1583	0	1407
Flt Permitted	0.953					
Satd. Flow (perm)	1773	0	1429	1583	0	1407
Link Speed (mph)	25		35			35
Link Distance (ft)	938		1491			194
Travel Time (s)	25.6		29.0			3.8
Peak Hour Factor	0.54	0.25	0.38	0.45	0.90	0.52
Heavy Vehicles (%)	2%	2%	33%	2%	2%	35%
Adj. Flow (vph)	370	4	8	291	0	48
Shared Lane Traffic (%)						
Lane Group Flow (vph)	374	0	8	291	0	48
Sign Control	Stop		Free			Free

Intersection Summary	
Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	21.1% ICU Level of Service A
Analysis Period (min)	15

Intersection						
Int Delay, s/veh	5.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↔		↑	↔		↔
Traffic Vol, veh/h	200	1	3	131	0	25
Future Vol, veh/h	200	1	3	131	0	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	54	25	38	45	90	52
Heavy Vehicles, %	2	2	33	2	2	35
Mvmt Flow	370	4	8	291	0	48

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	56	8	0	0	299
Stage 1	8	-	-	-	-
Stage 2	48	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	952	1074	-	-	1262
Stage 1	1015	-	-	-	-
Stage 2	974	-	-	-	-
Platoon blocked, %					
Mov Cap-1 Maneuver	952	1074	-	-	1262
Mov Cap-2 Maneuver	952	-	-	-	-
Stage 1	1015	-	-	-	-
Stage 2	974	-	-	-	-

























Approach	WB	NB	SB
HCM Control Delay, s	11.2	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	953	1262
HCM Lane V/C Ratio	-	-	0.393	-
HCM Control Delay (s)	-	-	11.2	0
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	1.9	0

Lanes, Volumes, Timings

Magnolia Richburg TIA

1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SOS) 2025 Bu (18 Cur) School PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 			 			 	
Traffic Volume (vph)	7	773	112	6	880	7	73	3	4	6	1	7
Future Volume (vph)	7	773	112	6	880	7	73	3	4	6	1	7
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	16	12	12	14	12
Storage Length (ft)	225		250	275		275	0		0	0		0
Storage Lanes	1		1	1		1	0		0	0		0
Taper Length (ft)	100			100			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.990			0.955	
Flt Protected	0.950			0.950				0.959			0.974	
Satd. Flow (prot)	1289	3343	1583	1770	3343	1029	0	1810	0	0	1088	0
Flt Permitted	0.950			0.950				0.959			0.974	
Satd. Flow (perm)	1289	3343	1583	1770	3343	1029	0	1810	0	0	1088	0
Link Speed (mph)		35			35			35			25	
Link Distance (ft)		1521			4522			1340			1310	
Travel Time (s)		29.6			88.1			26.1			35.7	
Peak Hour Factor	0.56	0.85	0.71	0.75	0.80	0.44	0.83	0.38	0.50	0.38	0.25	0.71
Heavy Vehicles (%)	40%	8%	2%	2%	8%	57%	10%	33%	25%	100%	100%	20%
Adj. Flow (vph)	13	909	158	8	1100	16	88	8	8	16	4	10
Shared Lane Traffic (%)												
Lane Group Flow (vph)	13	909	158	8	1100	16	0	104	0	0	30	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	39.5%
Analysis Period (min)	15
	ICU Level of Service A

**Intersection**

Int Delay, s/veh 3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↘	↑↑	↗	↘	↑↑	↗		↔			↔	
Traffic Vol, veh/h	7	773	112	6	880	7	73	3	4	6	1	7
Future Vol, veh/h	7	773	112	6	880	7	73	3	4	6	1	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	250	275	-	275	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	56	85	71	75	80	44	83	38	50	38	25	71
Heavy Vehicles, %	40	8	2	2	8	57	10	33	25	100	100	20
Mvmt Flow	13	909	158	8	1100	16	88	8	8	16	4	10

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1116	0	0	1067	0	0	1501	2065	455	1599	2207	550
Stage 1	-	-	-	-	-	-	933	933	-	1116	1116	-
Stage 2	-	-	-	-	-	-	568	1132	-	483	1091	-
Critical Hdwy	4.9	-	-	4.14	-	-	7.7	7.16	7.4	9.5	8.5	7.3
Critical Hdwy Stg 1	-	-	-	-	-	-	6.7	6.16	-	8.5	7.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.7	6.16	-	8.5	7.5	-
Follow-up Hdwy	2.6	-	-	2.22	-	-	3.6	4.33	3.55	4.5	5	3.5
Pot Cap-1 Maneuver	442	-	-	649	-	-	78	37	494	27	13	435
Stage 1	-	-	-	-	-	-	271	280	-	106	139	-
Stage 2	-	-	-	-	-	-	455	219	-	341	144	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	442	-	-	649	-	-	71	36	494	24	12	435
Mov Cap-2 Maneuver	-	-	-	-	-	-	178	122	-	78	67	-
Stage 1	-	-	-	-	-	-	264	272	-	103	137	-
Stage 2	-	-	-	-	-	-	426	216	-	317	140	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.2			0.1			48.7			52.9		
HCM LOS							E			F		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	181	442	-	-	649	-	-	104
HCM Lane V/C Ratio	0.574	0.028	-	-	0.012	-	-	0.285
HCM Control Delay (s)	48.7	13.4	-	-	10.6	-	-	52.9
HCM Lane LOS	E	B	-	-	B	-	-	F
HCM 95th %tile Q(veh)	3.1	0.1	-	-	0	-	-	1.1

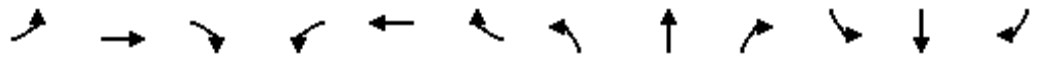
**Notes**  
 -: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    \*: All major volume in platoon



Lanes, Volumes, Timings

Magnolia Richburg TIA

2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (SC-9) 2025 BUS Hour School PM Peak Hour



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗	↘	↖	↗	↘		↕		↖	↗	
Traffic Volume (vph)	199	578	7	62	533	51	12	84	92	71	96	341
Future Volume (vph)	199	578	7	62	533	51	12	84	92	71	96	341
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	14	12	12	14	14
Storage Length (ft)	500		300	325		525	0		0	225		0
Storage Lanes	1		1	1		1	0		0	1		0
Taper Length (ft)	100			100			25			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.935			0.882	
Flt Protected	0.950			0.950				0.997		0.950		
Satd. Flow (prot)	1626	3282	1583	1492	3195	1553	0	1742	0	1703	1713	0
Flt Permitted	0.950			0.950				0.597		0.355		
Satd. Flow (perm)	1626	3282	1583	1492	3195	1553	0	1043	0	636	1713	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			182			182		48			236	
Link Speed (mph)		45			45			50			35	
Link Distance (ft)		4522			1303			1480			847	
Travel Time (s)		68.5			19.7			20.2			16.5	
Peak Hour Factor	0.72	0.90	0.71	0.70	0.82	0.83	0.73	0.82	0.83	0.54	0.66	0.64
Heavy Vehicles (%)	11%	10%	2%	21%	13%	4%	13%	5%	11%	6%	2%	5%
Adj. Flow (vph)	276	642	10	89	650	61	16	102	111	131	145	533
Shared Lane Traffic (%)												
Lane Group Flow (vph)	276	642	10	89	650	61	0	229	0	131	678	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Perm	NA		pm+pt	NA	
Protected Phases	1	6		5	2			4		3	8	
Permitted Phases			6			2	4			8		
Detector Phase	1	6	6	5	2	2	4	4		3	8	
Switch Phase												
Minimum Initial (s)	8.0	15.0	15.0	8.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	15.0	22.0	22.0	15.0	22.0	22.0	15.0	15.0		15.0	15.0	
Total Split (s)	22.0	34.0	34.0	16.0	28.0	28.0	25.0	25.0		15.0	40.0	
Total Split (%)	24.4%	37.8%	37.8%	17.8%	31.1%	31.1%	27.8%	27.8%		16.7%	44.4%	
Maximum Green (s)	16.0	28.0	28.0	10.0	22.0	22.0	19.0	19.0		9.0	34.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0		0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0		6.0		6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lag		Lead		
Lead-Lag Optimize?												
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Recall Mode	Min	Min	Min	Min	Min	Min	None	None		None	None	
Act Effct Green (s)	16.0	26.4	26.4	9.3	19.7	19.7		18.0		32.7	32.7	
Actuated g/C Ratio	0.18	0.31	0.31	0.11	0.23	0.23		0.21		0.38	0.38	
v/c Ratio	0.92	0.64	0.02	0.56	0.89	0.12		0.90		0.38	0.85	
Control Delay	72.1	29.7	0.0	51.7	48.9	0.5		64.5		22.0	28.5	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0		0.0		0.0	0.0	
Total Delay	72.1	29.7	0.0	51.7	48.9	0.5		64.5		22.0	28.5	
LOS	E	C	A	D	D	A		E		C	C	

Lanes, Volumes, Timings

2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (SC 9) 2025 BHS High School PM Peak Hour



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach Delay		42.0			45.5			64.5				27.5
Approach LOS		D			D			E				C
Queue Length 50th (ft)	157	163	0	49	184	0		102		49		238
Queue Length 95th (ft)	#213	222	0	74	222	0		#203		51		198
Internal Link Dist (ft)		4442			1223			1400				767
Turn Bay Length (ft)	500		300	325		525				225		
Base Capacity (vph)	301	1065	636	172	815	531		267		351		818
Starvation Cap Reductn	0	0	0	0	0	0		0		0		0
Spillback Cap Reductn	0	0	0	0	0	0		0		0		0
Storage Cap Reductn	0	0	0	0	0	0		0		0		0
Reduced v/c Ratio	0.92	0.60	0.02	0.52	0.80	0.11		0.86		0.37		0.83

Intersection Summary

Area Type:	Other
Cycle Length:	90
Actuated Cycle Length:	86.5
Natural Cycle:	90
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	0.92
Intersection Signal Delay:	40.6
Intersection LOS:	D
Intersection Capacity Utilization:	70.9%
ICU Level of Service:	C
Analysis Period (min):	15
# 95th percentile volume exceeds capacity, queue may be longer.	
Queue shown is maximum after two cycles.	

















Splits and Phases: 2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (SC 9)



Lanes, Volumes, Timings

Magnolia Richburg TIA

4: Lewisville High School Road & Lewisville High School Driveway/Lewisville Elementary School Driveway

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	43	2	0	0	9	149	1	0	127	0
Future Volume (vph)	0	0	43	2	0	0	9	149	1	0	127	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.865						0.997				
Flt Protected					0.950			0.995				
Satd. Flow (prot)	0	1454	0	0	1770	0	0	1829	0	0	1863	0
Flt Permitted					0.950			0.995				
Satd. Flow (perm)	0	1454	0	0	1770	0	0	1829	0	0	1863	0
Link Speed (mph)		25			25			35			35	
Link Distance (ft)		1071			1067			153			987	
Travel Time (s)		29.2			29.1			3.0			19.2	
Peak Hour Factor	0.90	0.90	0.67	0.25	0.90	0.90	0.50	0.90	0.25	0.90	0.90	0.90
Heavy Vehicles (%)	2%	2%	13%	2%	2%	2%	13%	2%	2%	2%	2%	2%
Adj. Flow (vph)	0	0	64	8	0	0	18	166	4	0	141	0
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	64	0	0	8	0	0	188	0	0	141	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	25.3%
Analysis Period (min)	15
	ICU Level of Service A

4: Lewisville High School Road & Lewisville High School Driveway/Lewisville Elementary School Driveway

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	0	43	2	0	0	9	149	1	0	127	0
Future Vol, veh/h	0	0	43	2	0	0	9	149	1	0	127	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	67	25	90	90	50	90	25	90	90	90
Heavy Vehicles, %	2	2	13	2	2	2	13	2	2	2	2	2
Mvmt Flow	0	0	64	8	0	0	18	166	4	0	141	0

















Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	345	347	141	377	345	168	141	0	0	170	0	0
Stage 1	141	141	-	204	204	-	-	-	-	-	-	-
Stage 2	204	206	-	173	141	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.33	7.12	6.52	6.22	4.23	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.417	3.518	4.018	3.318	2.317	-	-	2.218	-	-
Pot Cap-1 Maneuver	609	576	878	580	578	876	1377	-	-	1407	-	-
Stage 1	862	780	-	798	733	-	-	-	-	-	-	-
Stage 2	798	731	-	829	780	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	602	568	878	532	570	876	1377	-	-	1407	-	-
Mov Cap-2 Maneuver	602	568	-	532	570	-	-	-	-	-	-	-
Stage 1	850	780	-	787	723	-	-	-	-	-	-	-
Stage 2	787	721	-	768	780	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	9.4		11.9		0.7		0	
HCM LOS	A		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1377	-	-	878	532	1407	-	-
HCM Lane V/C Ratio	0.013	-	-	0.073	0.015	-	-	-
HCM Control Delay (s)	7.6	0	-	9.4	11.9	0	-	-
HCM Lane LOS	A	A	-	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-

Lanes, Volumes, Timings  
 7: Lewisville High School Road & Existing Driveway/Access 3

Magnolia Richburg TIA  
 2035 Build-out School PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	0	18	0	0	0	314	20	0	490	0
Future Volume (vph)	0	0	0	18	0	0	0	314	20	0	490	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.993											
Flt Protected	0.950											
Satd. Flow (prot)	0	1863	0	0	1770	0	0	1752	0	0	1810	0
Flt Permitted	0.950											
Satd. Flow (perm)	0	1863	0	0	1770	0	0	1752	0	0	1810	0
Link Speed (mph)	25			25			35			35		
Link Distance (ft)	1039			1076			847			1492		
Travel Time (s)	28.3			29.3			16.5			29.1		
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.75	0.90	0.90	0.62	0.90
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	8%	2%	2%	5%	2%
Adj. Flow (vph)	0	0	0	20	0	0	0	419	22	0	790	0
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	0	0	20	0	0	441	0	0	790	0
Sign Control	Stop			Stop			Free			Free		

Intersection Summary

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	35.8%
Analysis Period (min)	15
	ICU Level of Service A

HCM 6th TWSC  
 7: Lewisville High School Road & Existing Driveway/Access 3

Magnolia Richburg TIA  
 2035 Build-out School PM Peak Hour

Intersection												
Int Delay, s/veh	0.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	0	0	18	0	0	0	314	20	0	490	0
Future Vol, veh/h	0	0	0	18	0	0	0	314	20	0	490	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	75	90	90	62	90
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	5	2
Mvmt Flow	0	0	0	20	0	0	0	419	22	0	790	0

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1220	1231	790	1220	1220	430	790	0	0	441	0	0
Stage 1	790	790	-	430	430	-	-	-	-	-	-	-
Stage 2	430	441	-	790	790	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	157	177	390	157	180	625	830	-	-	1119	-	-
Stage 1	383	402	-	603	583	-	-	-	-	-	-	-
Stage 2	603	577	-	383	402	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	157	177	390	157	180	625	830	-	-	1119	-	-
Mov Cap-2 Maneuver	157	177	-	157	180	-	-	-	-	-	-	-
Stage 1	383	402	-	603	583	-	-	-	-	-	-	-
Stage 2	603	577	-	383	402	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	0		31.2		0		0	
HCM LOS	A		D					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	830	-	-	-	157	1119	-
HCM Lane V/C Ratio	-	-	-	-	0.127	-	-
HCM Control Delay (s)	0	-	-	0	31.2	0	-
HCM Lane LOS	A	-	-	A	D	A	-
HCM 95th %tile Q(veh)	0	-	-	-	0.4	0	-



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	200	1	152	131	0	152
Future Volume (vph)	200	1	152	131	0	152
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		150	0	
Storage Lanes	1	0		1	0	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.999			0.850		
Flt Protected	0.953					
Satd. Flow (prot)	1773	0	1429	1583	0	1407
Flt Permitted	0.953					
Satd. Flow (perm)	1773	0	1429	1583	0	1407
Link Speed (mph)	25		35			35
Link Distance (ft)	1442		1492			153
Travel Time (s)	39.3		29.1			3.0
Peak Hour Factor	0.54	0.25	0.89	0.45	0.90	0.84
Heavy Vehicles (%)	2%	2%	33%	2%	2%	35%
Adj. Flow (vph)	370	4	171	291	0	181
Shared Lane Traffic (%)						
Lane Group Flow (vph)	374	0	171	291	0	181
Sign Control	Stop		Free			Free

Intersection Summary	
Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	25.8% ICU Level of Service A
Analysis Period (min)	15

**Intersection**

Int Delay, s/veh 6.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑	↗		↘
Traffic Vol, veh/h	200	1	152	131	0	152
Future Vol, veh/h	200	1	152	131	0	152
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	54	25	89	45	90	84
Heavy Vehicles, %	2	2	33	2	2	35
Mvmt Flow	370	4	171	291	0	181

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	352	171	0	0	462
Stage 1	171	-	-	-	-
Stage 2	181	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	646	873	-	-	1099
Stage 1	859	-	-	-	-
Stage 2	850	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	646	873	-	-	1099
Mov Cap-2 Maneuver	646	-	-	-	-
Stage 1	859	-	-	-	-
Stage 2	850	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	17.9	0	0
HCM LOS	C		

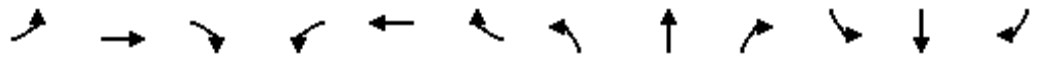
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	648	1099
HCM Lane V/C Ratio	-	-	0.578	-
HCM Control Delay (s)	-	-	17.9	0
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	3.7	0



Lanes, Volumes, Timings

Magnolia Richburg TIA

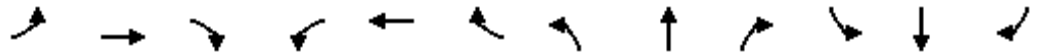
1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SOS) School PM Peak Hour



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	7	773	112	6	880	7	73	3	4	6	1	7
Future Volume (vph)	7	773	112	6	880	7	73	3	4	6	1	7
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	16	12	12	14	12
Storage Length (ft)	225		250	275		275	0		0	0		0
Storage Lanes	1		1	1		1	0		0	0		0
Taper Length (ft)	100			100			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Fr <sub>t</sub>			0.850			0.850		0.990			0.955	
Fl <sub>t</sub> Protected	0.950			0.950				0.959			0.974	
Satd. Flow (prot)	1289	3343	1583	1770	3343	1029	0	1810	0	0	1088	0
Fl <sub>t</sub> Permitted	0.238			0.313				0.769			0.778	
Satd. Flow (perm)	323	3343	1583	583	3343	1029	0	1452	0	0	869	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			158			82		8			10	
Link Speed (mph)		35			35			35			25	
Link Distance (ft)		1521			4522			1340			1310	
Travel Time (s)		29.6			88.1			26.1			35.7	
Peak Hour Factor	0.56	0.85	0.71	0.75	0.80	0.44	0.83	0.38	0.50	0.38	0.25	0.71
Heavy Vehicles (%)	40%	8%	2%	2%	8%	57%	10%	33%	25%	100%	100%	20%
Adj. Flow (vph)	13	909	158	8	1100	16	88	8	8	16	4	10
Shared Lane Traffic (%)												
Lane Group Flow (vph)	13	909	158	8	1100	16	0	104	0	0	30	0
Turn Type	Perm	NA	Perm	Perm	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2		2	6		6	8			4		
Detector Phase	2	2	2	6	6	6	8	8		4	4	
Switch Phase												
Minimum Initial (s)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0		15.0	15.0	
Total Split (s)	25.0	25.0	25.0	25.0	25.0	25.0	15.0	15.0		15.0	15.0	
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%		37.5%	37.5%	
Maximum Green (s)	19.0	19.0	19.0	19.0	19.0	19.0	9.0	9.0		9.0	9.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0		0.0			0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0		6.0			6.0	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Recall Mode	Min	Min	Min	Min	Min	Min	None	None		None	None	
Act Effct Green (s)	26.1	26.1	26.1	26.1	26.1	26.1		8.6			8.6	
Actuated g/C Ratio	0.70	0.70	0.70	0.70	0.70	0.70		0.23			0.23	
v/c Ratio	0.06	0.39	0.14	0.02	0.47	0.02		0.31			0.15	
Control Delay	6.7	6.2	1.9	5.8	6.9	0.0		15.3			12.4	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0		0.0			0.0	
Total Delay	6.7	6.2	1.9	5.8	6.9	0.0		15.3			12.4	
LOS	A	A	A	A	A	A		B			B	

Lanes, Volumes, Timings

1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SC 9) 1035 Daily (USPS) School PM Peak Hour

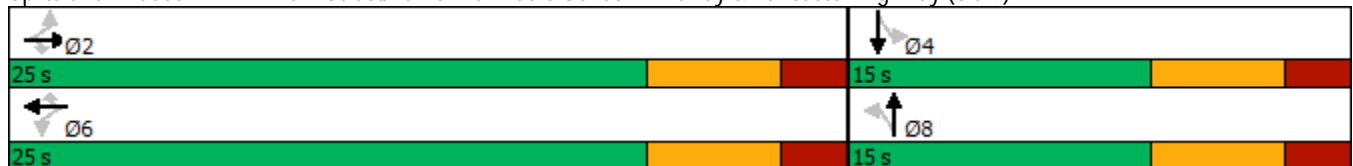


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach Delay		5.6			6.8			15.3				12.4
Approach LOS		A			A			B				B
Queue Length 50th (ft)	1	65	0	1	85	0		21				4
Queue Length 95th (ft)	5	99	10	4	115	0		17				3
Internal Link Dist (ft)		1441			4442			1260				1230
Turn Bay Length (ft)	225		250	275		275						
Base Capacity (vph)	225	2328	1150	406	2328	741		360				219
Starvation Cap Reductn	0	0	0	0	0	0		0				0
Spillback Cap Reductn	0	0	0	0	0	0		0				0
Storage Cap Reductn	0	0	0	0	0	0		0				0
Reduced v/c Ratio	0.06	0.39	0.14	0.02	0.47	0.02		0.29				0.14

Intersection Summary

Area Type:	Other
Cycle Length:	40
Actuated Cycle Length:	37.5
Natural Cycle:	40
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	0.47
Intersection Signal Delay:	6.7
Intersection LOS:	A
Intersection Capacity Utilization	42.8%
ICU Level of Service	A
Analysis Period (min)	15

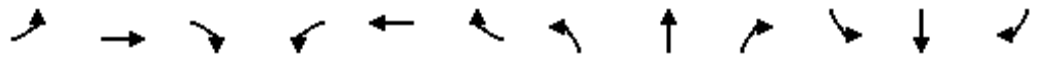
Splits and Phases: 1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SC 9)



Lanes, Volumes, Timings

Magnolia Richburg TIA

2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (SOB) School PM Peak Hour



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔↔	↑↑	↗	↖	↑↑	↗		↕		↖	↑	↗
Traffic Volume (vph)	199	578	7	62	533	51	12	84	92	71	96	341
Future Volume (vph)	199	578	7	62	533	51	12	84	92	71	96	341
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	14	12	12	12	12
Storage Length (ft)	500		300	325		525	0		0	225		175
Storage Lanes	2		1	1		1	0		0	1		1
Taper Length (ft)	100			100			25			100		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Fr <sub>t</sub>			0.850			0.850		0.935				0.850
Fl <sub>t</sub> Protected	0.950			0.950				0.997		0.950		
Satd. Flow (prot)	3155	3282	1583	1492	3195	1553	0	1742	0	1703	1863	1538
Fl <sub>t</sub> Permitted	0.950			0.950				0.962		0.279		
Satd. Flow (perm)	3155	3282	1583	1492	3195	1553	0	1681	0	500	1863	1538
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			234			234		56				47
Link Speed (mph)		45			45			50				35
Link Distance (ft)		4522			1303			1480				847
Travel Time (s)		68.5			19.7			20.2				16.5
Peak Hour Factor	0.72	0.90	0.71	0.70	0.82	0.83	0.73	0.82	0.83	0.54	0.66	0.64
Heavy Vehicles (%)	11%	10%	2%	21%	13%	4%	13%	5%	11%	6%	2%	5%
Adj. Flow (vph)	276	642	10	89	650	61	16	102	111	131	145	533
Shared Lane Traffic (%)												
Lane Group Flow (vph)	276	642	10	89	650	61	0	229	0	131	145	533
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Perm	NA		pm+pt	NA	pm+ov
Protected Phases	1	6		5	2			4		3	8	1
Permitted Phases			6			2	4			8		8
Detector Phase	1	6	6	5	2	2	4	4		3	8	1
Switch Phase												
Minimum Initial (s)	8.0	15.0	15.0	8.0	15.0	15.0	8.0	8.0		8.0	8.0	8.0
Minimum Split (s)	15.0	22.0	22.0	15.0	22.0	22.0	15.0	15.0		15.0	15.0	15.0
Total Split (s)	15.0	24.0	24.0	15.0	24.0	24.0	16.0	16.0		15.0	31.0	15.0
Total Split (%)	21.4%	34.3%	34.3%	21.4%	34.3%	34.3%	22.9%	22.9%		21.4%	44.3%	21.4%
Maximum Green (s)	9.0	18.0	18.0	9.0	18.0	18.0	10.0	10.0		9.0	25.0	9.0
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0		0.0		0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0		6.0		6.0	6.0	6.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lag		Lead		Lead
Lead-Lag Optimize?												
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0
Recall Mode	Min	Min	Min	Min	Min	Min	None	None		None	None	Min
Act Effct Green (s)	8.9	17.1	17.1	8.7	16.9	16.9		9.7		20.8	20.8	35.8
Actuated g/C Ratio	0.14	0.26	0.26	0.13	0.26	0.26		0.15		0.32	0.32	0.55
v/c Ratio	0.64	0.74	0.02	0.45	0.78	0.11		0.77		0.41	0.24	0.61
Control Delay	36.0	29.4	0.0	36.0	31.5	0.4		41.1		19.8	16.9	12.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0		0.0		0.0	0.0	0.0
Total Delay	36.0	29.4	0.0	36.0	31.5	0.4		41.1		19.8	16.9	12.4
LOS	D	C	A	D	C	A		D		B	B	B

Lanes, Volumes, Timings

Magnolia Richburg TIA

2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (SC 9) School PM Peak Hour



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach Delay		31.1			29.6			41.1				14.4
Approach LOS		C			C			D				B
Queue Length 50th (ft)	59	134	0	36	137	0		72		38	42	120
Queue Length 95th (ft)	75	#193	0	59	173	0		#153		43	57	115
Internal Link Dist (ft)		4442			1223			1400				767
Turn Bay Length (ft)	500		300	325		525				225		175
Base Capacity (vph)	445	927	614	210	902	606		311		331	731	875
Starvation Cap Reductn	0	0	0	0	0	0		0		0	0	0
Spillback Cap Reductn	0	0	0	0	0	0		0		0	0	0
Storage Cap Reductn	0	0	0	0	0	0		0		0	0	0
Reduced v/c Ratio	0.62	0.69	0.02	0.42	0.72	0.10		0.74		0.40	0.20	0.61

Intersection Summary

Area Type: Other  
 Cycle Length: 70  
 Actuated Cycle Length: 64.9  
 Natural Cycle: 70  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.78  
 Intersection Signal Delay: 26.6  
 Intersection LOS: C  
 Intersection Capacity Utilization 61.6%  
 ICU Level of Service B  
 Analysis Period (min) 15  
 # 95th percentile volume exceeds capacity, queue may be longer.  
 Queue shown is maximum after two cycles.

Splits and Phases: 2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (SC 9)



Lanes, Volumes, Timings

Magnolia Richburg TIA

4: Lewisville High School Road & Lewisville High School Driveway Lewisville Elementary School Driveway



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (vph)	0	0	43	2	0	0	9	149	1	0	127	0
Future Volume (vph)	0	0	43	2	0	0	9	149	1	0	127	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.865						0.997				
Flt Protected					0.950			0.995				
Satd. Flow (prot)	0	1454	0	0	1770	0	0	1829	0	0	1863	0
Flt Permitted					0.950			0.995				
Satd. Flow (perm)	0	1454	0	0	1770	0	0	1829	0	0	1863	0
Link Speed (mph)		25			25			35			35	
Link Distance (ft)		1098			1036			165			975	
Travel Time (s)		29.9			28.3			3.2			19.0	
Peak Hour Factor	0.90	0.90	0.67	0.25	0.90	0.90	0.50	0.90	0.25	0.90	0.90	0.90
Heavy Vehicles (%)	2%	2%	13%	2%	2%	2%	13%	2%	2%	2%	2%	2%
Adj. Flow (vph)	0	0	64	8	0	0	18	166	4	0	141	0
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	64	0	0	8	0	0	188	0	0	141	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	25.3%
Analysis Period (min)	15
	ICU Level of Service A

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	0	43	2	0	0	9	149	1	0	127	0
Future Vol, veh/h	0	0	43	2	0	0	9	149	1	0	127	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	67	25	90	90	50	90	25	90	90	90
Heavy Vehicles, %	2	2	13	2	2	2	13	2	2	2	2	2
Mvmt Flow	0	0	64	8	0	0	18	166	4	0	141	0

















Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	345	347	141	377	345	168	141	0	0	170	0	0
Stage 1	141	141	-	204	204	-	-	-	-	-	-	-
Stage 2	204	206	-	173	141	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.33	7.12	6.52	6.22	4.23	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.417	3.518	4.018	3.318	2.317	-	-	2.218	-	-
Pot Cap-1 Maneuver	609	576	878	580	578	876	1377	-	-	1407	-	-
Stage 1	862	780	-	798	733	-	-	-	-	-	-	-
Stage 2	798	731	-	829	780	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	602	568	878	532	570	876	1377	-	-	1407	-	-
Mov Cap-2 Maneuver	602	568	-	532	570	-	-	-	-	-	-	-
Stage 1	850	780	-	787	723	-	-	-	-	-	-	-
Stage 2	787	721	-	768	780	-	-	-	-	-	-	-

Approach	EB		WB		NB			SB		
HCM Control Delay, s	9.4		11.9		0.7			0		
HCM LOS	A		B							

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1377	-	-	878	532	1407	-	-
HCM Lane V/C Ratio	0.013	-	-	0.073	0.015	-	-	-
HCM Control Delay (s)	7.6	0	-	9.4	11.9	0	-	-
HCM Lane LOS	A	A	-	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-

Lanes, Volumes, Timings  
7: Lewisville High School Road & Access 3

Magnolia Richburg TIA  
2035 Build-out IMP School PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	0	18	0	0	0	314	20	0	490	0
Future Volume (vph)	0	0	0	18	0	0	0	314	20	0	490	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	1.00	1.00	1.00
Fr <sub>t</sub>	0.993											
Flt Protected	0.950											
Satd. Flow (prot)	0	1863	0	0	1770	0	0	3328	0	0	1810	0
Flt Permitted	0.950											
Satd. Flow (perm)	0	1863	0	0	1770	0	0	3328	0	0	1810	0
Link Speed (mph)	30			25			35			35		
Link Distance (ft)	1003			1076			847			208		
Travel Time (s)	22.8			29.3			16.5			4.1		
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.75	0.90	0.90	0.62	0.90
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	8%	2%	2%	5%	2%
Adj. Flow (vph)	0	0	0	20	0	0	0	419	22	0	790	0
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	0	0	20	0	0	441	0	0	790	0
Sign Control	Stop			Stop			Free			Free		

Intersection Summary

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	35.8%
Analysis Period (min)	15
	ICU Level of Service A

HCM 6th TWSC  
7: Lewisville High School Road & Access 3

Magnolia Richburg TIA  
2035 Build-out IMP School PM Peak Hour

Intersection												
Int Delay, s/veh	0.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	0	0	18	0	0	0	314	20	0	490	0
Future Vol, veh/h	0	0	0	18	0	0	0	314	20	0	490	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	75	90	90	62	90
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	5	2
Mvmt Flow	0	0	0	20	0	0	0	419	22	0	790	0

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1000	1231	790	1220	1220	221	790	0	0	441	0	0
Stage 1	790	790	-	430	430	-	-	-	-	-	-	-
Stage 2	210	441	-	790	790	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.23	7.33	6.53	6.93	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.53	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.53	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.519	4.019	3.319	2.219	-	-	2.219	-	-
Pot Cap-1 Maneuver	209	177	389	146	179	783	828	-	-	1117	-	-
Stage 1	382	401	-	574	583	-	-	-	-	-	-	-
Stage 2	773	576	-	382	401	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	209	177	389	146	179	783	828	-	-	1117	-	-
Mov Cap-2 Maneuver	209	177	-	146	179	-	-	-	-	-	-	-
Stage 1	382	401	-	574	583	-	-	-	-	-	-	-
Stage 2	773	576	-	382	401	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	0		33.5		0		0	
HCM LOS	A		D					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	828	-	-	-	146	1117	-
HCM Lane V/C Ratio	-	-	-	-	0.137	-	-
HCM Control Delay (s)	0	-	-	0	33.5	0	-
HCM Lane LOS	A	-	-	A	D	A	-
HCM 95th %tile Q(veh)	0	-	-	-	0.5	0	-





Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	200	1	152	131	0	152
Future Volume (vph)	200	1	152	131	0	152
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		150	0	
Storage Lanes	1	0		1	0	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.999			0.850		
Flt Protected	0.953					
Satd. Flow (prot)	1773	0	1429	1583	0	1407
Flt Permitted	0.953					
Satd. Flow (perm)	1773	0	1429	1583	0	1407
Link Speed (mph)	25		35			35
Link Distance (ft)	1224		1311			165
Travel Time (s)	33.4		25.5			3.2
Peak Hour Factor	0.54	0.25	0.89	0.45	0.90	0.84
Heavy Vehicles (%)	2%	2%	33%	2%	2%	35%
Adj. Flow (vph)	370	4	171	291	0	181
Shared Lane Traffic (%)						
Lane Group Flow (vph)	374	0	171	291	0	181
Sign Control	Stop		Free			Free

Intersection Summary	
Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	25.8% ICU Level of Service A
Analysis Period (min)	15

**Intersection**

Int Delay, s/veh 6.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑	↗		↘
Traffic Vol, veh/h	200	1	152	131	0	152
Future Vol, veh/h	200	1	152	131	0	152
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	54	25	89	45	90	84
Heavy Vehicles, %	2	2	33	2	2	35
Mvmt Flow	370	4	171	291	0	181

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	352	171	0
Stage 1	171	-	-
Stage 2	181	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	646	873	-
Stage 1	859	-	-
Stage 2	850	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	646	873	-
Mov Cap-2 Maneuver	646	-	-
Stage 1	859	-	-
Stage 2	850	-	-

Approach	WB	NB	SB
HCM Control Delay, s	17.9	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	648	1099
HCM Lane V/C Ratio	-	-	0.578	-
HCM Control Delay (s)	-	-	17.9	0
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	3.7	0

## Magnolia Richburg

### TRAFFIC SIGNAL VOLUME WARRANT ANALYSIS

Based on 2009 MUTCD

INTERSECTION NAME: N Main Street/Lewisville Middle School and Lancaster Highway (SC 9)

DATE: 12/05/22

INTERSECTION CONDITION: 2035 Buildout Total

MAJOR STREET: Lancaster Highway (SC 9)  
 MINOR STREET: N Main Street/Lewisville Middle School

# OF APPROACH LANES: 2  
 # OF APPROACH LANES: 1

ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000 (Y OR N): N  
 85TH PERCENTILE SPEED GREATER THAN 40 MPH ON MAJOR STREET (Y OR N): Y

USE 56% REDUCTION (Y OR N): N

	MAJOR ST BOTH APPROACHES	MINOR ST HIGHEST APPROACH	WARRANT 1, Condition A			WARRANT 1, Condition B			WARRANT 1, Combination Warrant						WARRANT 2	WARRANT 3
			MAJOR STREET	MINOR STREET	BOTH MET	MAJOR STREET	MINOR STREET	BOTH MET	CONDITION A			CONDITION B				
									MAJOR STREET	MINOR STREET	BOTH MET	MAJOR STREET	MINOR STREET	BOTH MET		
THRESHOLD VALUES			420	105		630	53		480	120		720	60			
12:00 AM TO 01:00 AM																
01:00 AM TO 02:00 AM																
02:00 AM TO 03:00 AM																
03:00 AM TO 04:00 AM																
04:00 AM TO 05:00 AM																
05:00 AM TO 06:00 AM																
06:00 AM TO 07:00 AM																
07:00 AM TO 08:00 AM	2,049	112	Y	Y	Y	Y	Y	Y	Y			Y	Y	Y	Y	Y
08:00 AM TO 09:00 AM																
09:00 AM TO 10:00 AM																
10:00 AM TO 11:00 AM																
11:00 AM TO 12:00 PM																
12:00 PM TO 01:00 PM																
01:00 PM TO 02:00 PM																
02:00 PM TO 03:00 PM	1,785	78	Y			Y	Y	Y	Y			Y	Y	Y	Y	Y
03:00 PM TO 04:00 PM																
04:00 PM TO 05:00 PM																
05:00 PM TO 06:00 PM	1,917	78	Y			Y	Y	Y	Y			Y	Y	Y	Y	Y
06:00 PM TO 07:00 PM																
07:00 PM TO 08:00 PM																
08:00 PM TO 09:00 PM																
09:00 PM TO 10:00 PM																
10:00 PM TO 11:00 PM																
11:00 PM TO 12:00 AM																
	5,751	268	1			3			0			3			3	3
			8 HOURS NEEDED NOT SATISFIED			8 HOURS NEEDED NOT SATISFIED			8 HOURS OF BOTH COND. A AND COND. B NEEDED NOT SATISFIED						4 HRS NEEDED NOT SATISFIED	1 HR NEEDED SATISFIED

WARRANT 1 -- Eight-Hour Vehicular Volume Warrant  
 Condition A : Minimum Vehicular Volume  
 Condition B : Interruption of Continuous Traffic  
 Combination : Combination of Condition A and Condition B  
 WARRANT 2 -- Four-Hour Vehicular Volume Warrant  
 WARRANT 3 -- Peak Hour Warrant



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

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*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](mailto: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



**VIA Electronic Mail**

August 8, 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 Magnolia Trace by DR Horton with wastewater service capacity for four hundred (400) proposed residential units for the property located off Hwy 9 in Richburg, South Carolina. The tax map numbers for the aforementioned site are as follows:

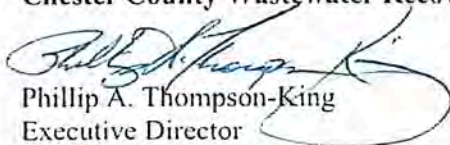
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

Please note, this willingness and ability letter expires on August 31, 2024. CWR will evaluate the current capacity conditions in the event that construction has not begun and/or is not completed by the expiration date noted above.

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  
Brandon S. Pridemore, Vice President, R. Joe Harris & Associates, Inc.  
File

# 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.

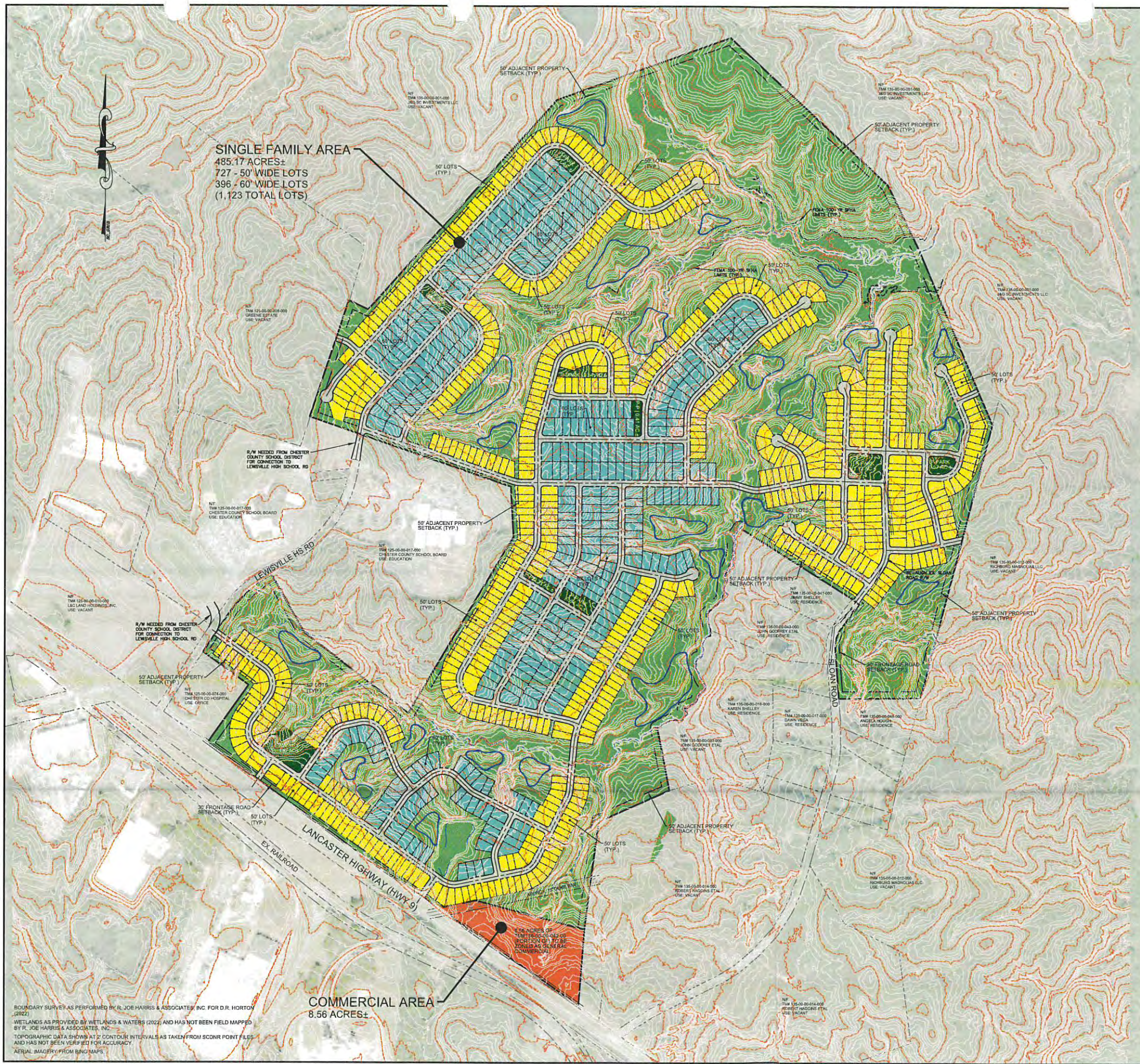
**13. Such other information as may be appropriate for Planning Commission review:**

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)<sup>1</sup>  
 (ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)<sup>1</sup>  
 MAX. ALLOWED - 1,124 DWELLING UNITS<sup>1</sup>  
**COMMERCIAL:** PER REZONING NOTES

**SINGLE FAMILY LOTS:**

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

**COMMERCIAL PARCELS:**

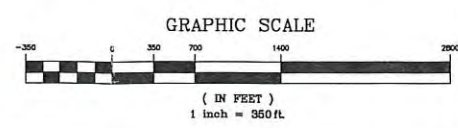
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.  
 SIDE YARD - 20 FT. (RESIDENTIAL)  
 - 10 FT. (ALL OTHERS)  
 REAR YARD - 20 FT.

**OPEN SPACE:**

- RESIDENTIAL - 20% OF GROSS ACREAGE (MIN.)
- 232.66 ACRES (COMMON AREAS)<sup>1</sup>
- 4.63 ACRES (POCKET PARKS)<sup>1</sup>
- 1.87 ACRES (CENTRAL AMENITY)<sup>1</sup>
- PROPOSED OPEN SPACE = 239.16 ACRES (49.3%)<sup>1</sup>
- 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 | 803.802.4799

[www.rjoharris.com](http://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
-	-

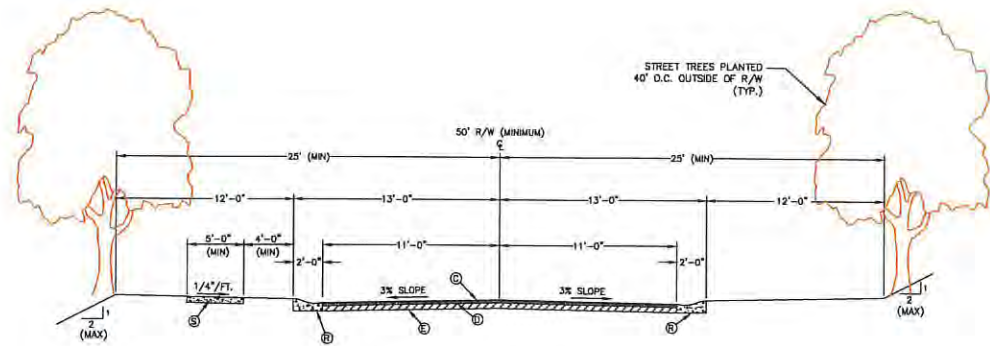
Print Plot Date: **June 10, 2022**  
 Client: **D.R. HORTON, INC.**  
 8025 ARROWRIDGE BOULEVARD  
 CHARLOTTE, NORTH CAROLINA 28273  
 P: 704-377-2006

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	<b>RZ-1</b>

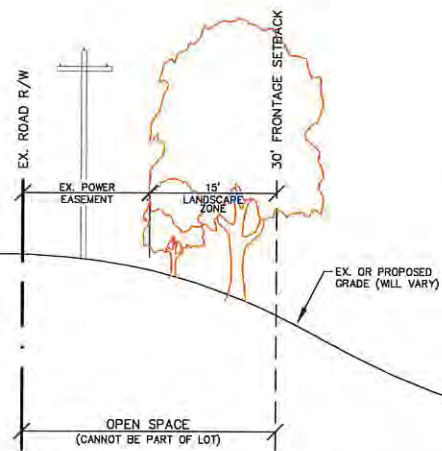
BOUNDARY SURVEY AS PERFORMED BY R. JOE HARRIS & ASSOCIATES, INC. FOR D.R. HORTON (2022)  
 WETLANDS AS PROVIDED BY WETLANDS & WATERS (2022) AND HAS NOT BEEN FIELD MAPPED BY R. JOE HARRIS & ASSOCIATES, INC.  
 TOPOGRAPHIC DATA SHOWN AT 2' CONTOUR INTERVALS AS TAKEN FROM SCORIN POINT FILES AND HAS NOT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



**LOCAL RESIDENTIAL STREET**

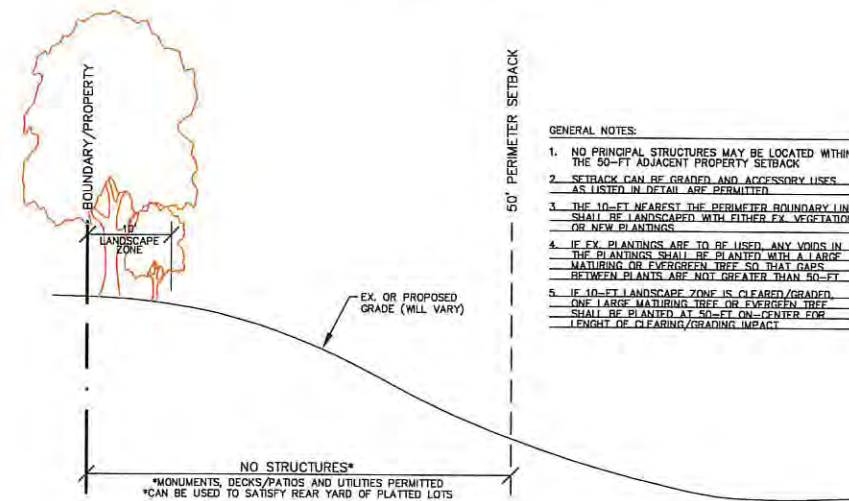
**PAVEMENT SCHEDULE**

- 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

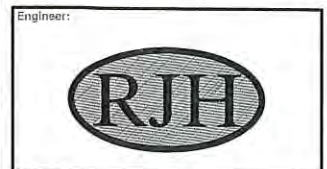
**STORMWATER:**

- 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 Building, E. Main St., 29504 Phone: 843-692-0266

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
<b>FOR REZONING ONLY NOT FOR CONSTRUCTION</b>	

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

Chester County Planning Commission Meeting August 16<sup>th</sup>, 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:

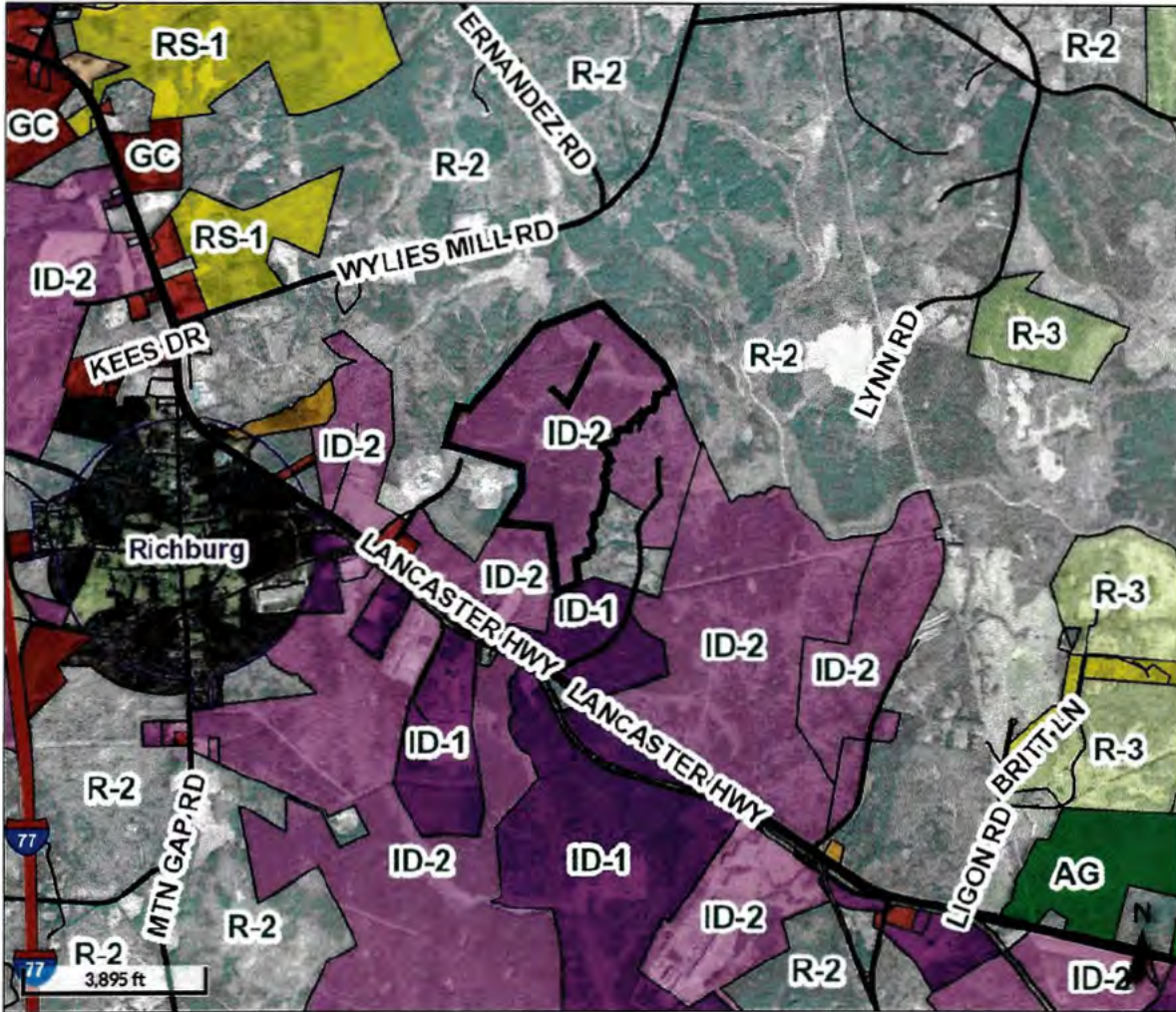
Applicant (s): D.R. Horton, Inc.  
 Address 8025 Arrowridge Boulevard, Charlotte, NC 28273  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_

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



<b>Parcel ID</b>	135-00-00-020-000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	RICHBURG MAGNOLIAS LLC
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	AC		PO BOX 1107
<b>Property Address</b>		<b>Acreage</b>	285.304		LANCASTER SC 29721
<b>District</b>	04				
<b>Brief Tax Description</b>	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**

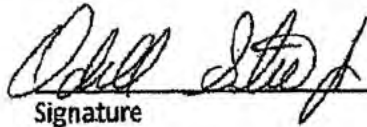
**AGENT AUTHORIZATION**

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:

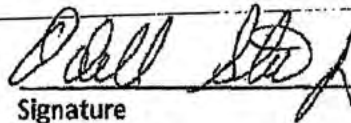
Tax Parcels: 135-00-00-019-00  
135-00-00-020-00  
135-00-00-032-00  
136-00-00-042-000 (portion of equal to 9.45 acres)

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):

 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](http://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](mailto: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





**VIA Electronic Mail**

August 8, 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 Magnolia Trace by DR Horton with wastewater service capacity for four hundred (400) proposed residential units for the property located off Hwy 9 in Richburg, South Carolina. The tax map numbers for the aforementioned site are as follows:

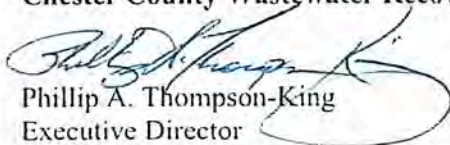
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

Please note, this willingness and ability letter expires on August 31, 2024. CWR will evaluate the current capacity conditions in the event that construction has not begun and/or is not completed by the expiration date noted above.

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  
Brandon S. Pridemore, Vice President, R. Joe Harris & Associates, Inc.  
File

# 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.

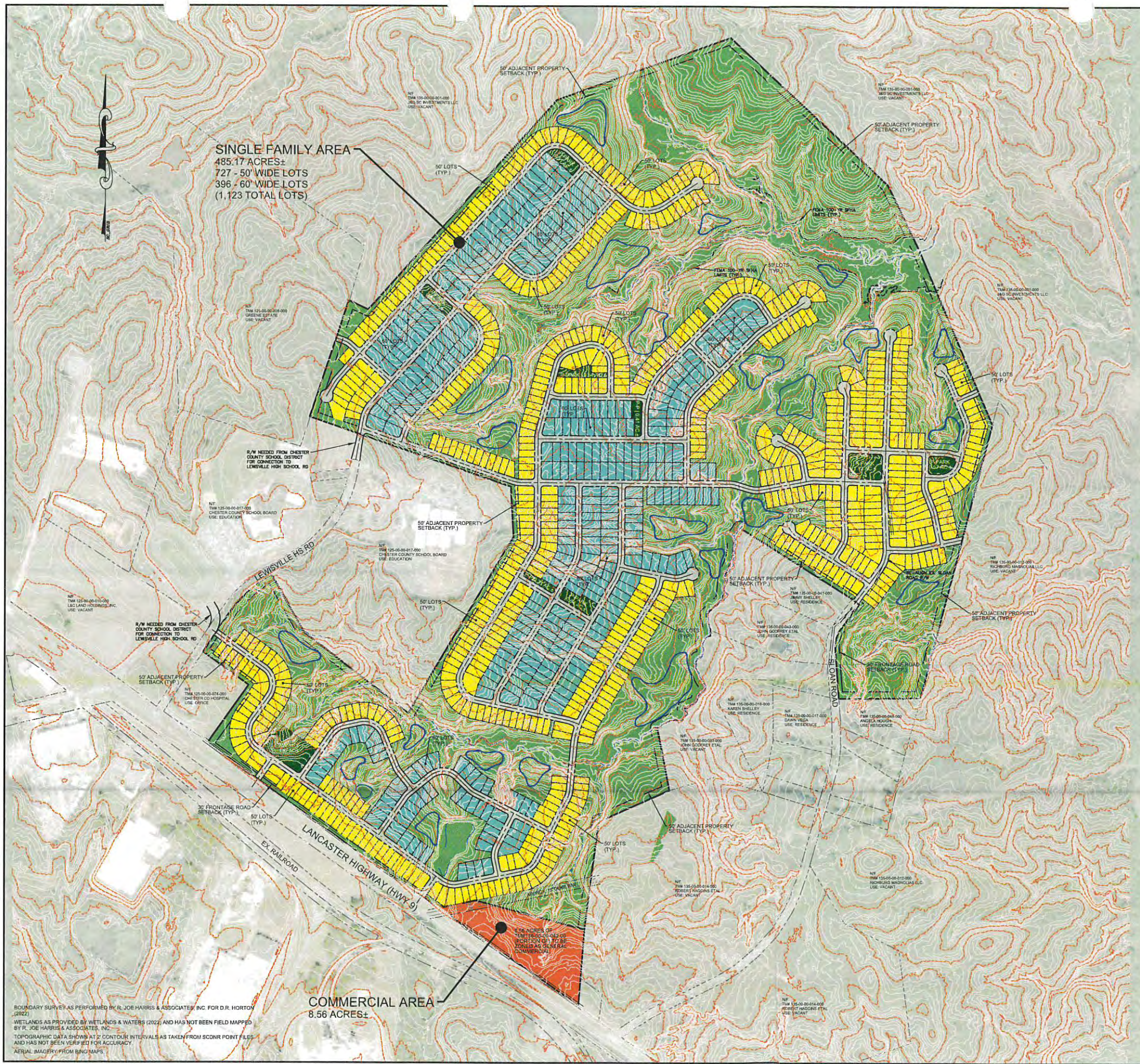
**13. Such other information as may be appropriate for Planning Commission review:**

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)<sup>1</sup>  
 (ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)<sup>1</sup>  
 MAX. ALLOWED - 1,124 DWELLING UNITS<sup>1</sup>  
**COMMERCIAL:** PER REZONING NOTES

**SINGLE FAMILY LOTS:**

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

**COMMERCIAL PARCELS:**

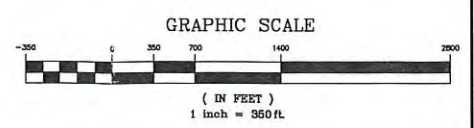
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.  
 SIDE YARD - 20 FT. (RESIDENTIAL)  
 - 10 FT. (ALL OTHERS)  
 REAR YARD - 20 FT.

**OPEN SPACE:**

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

**R. Joe Harris & Associates, Inc.**  
 Engineering • Land Surveying • Planning Management  
 1144 Sennettsville Road, Five Mile, S.C. 29541 Phone | 803.802.4799

[www.rjoharris.com](http://www.rjoharris.com)

FOR REZONING ONLY  
NOT FOR CONSTRUCTION

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

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

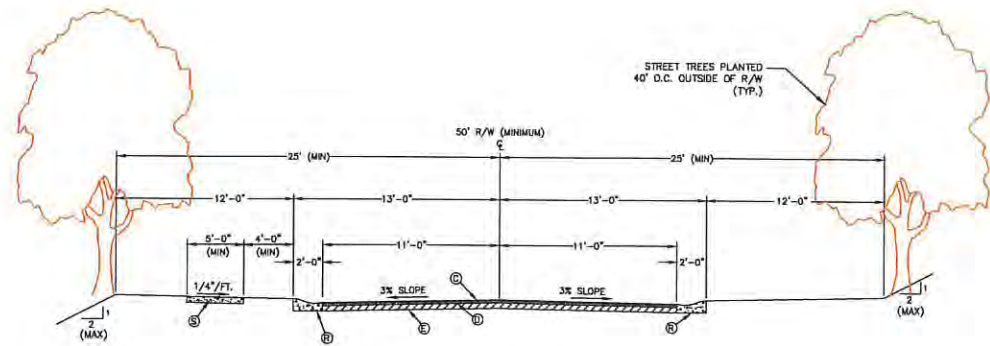
Client: **D.R. HORTON, INC.**  
 8025 ARROWRIDGE BOULEVARD  
 CHARLOTTE, NORTH CAROLINA 28273  
 P: 704-377-2006

Project: **MAGNOLIA TRACE PLANNED DEVELOPMENT**

Drawing Title: **PD REZONING MASTER PLAN**

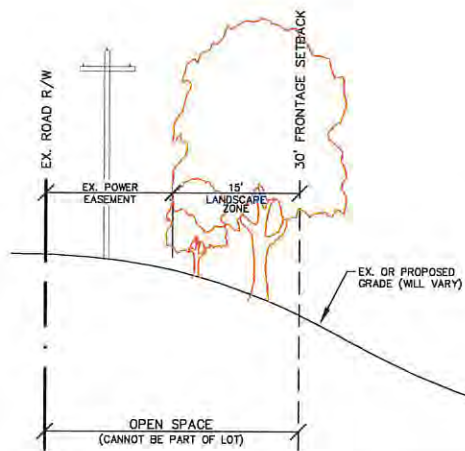
Project No.	Drawing No.
5084-Magnolia Richburg	
DWG File Name:	
Magnolia Richburg PD Rezone	RZ-1

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



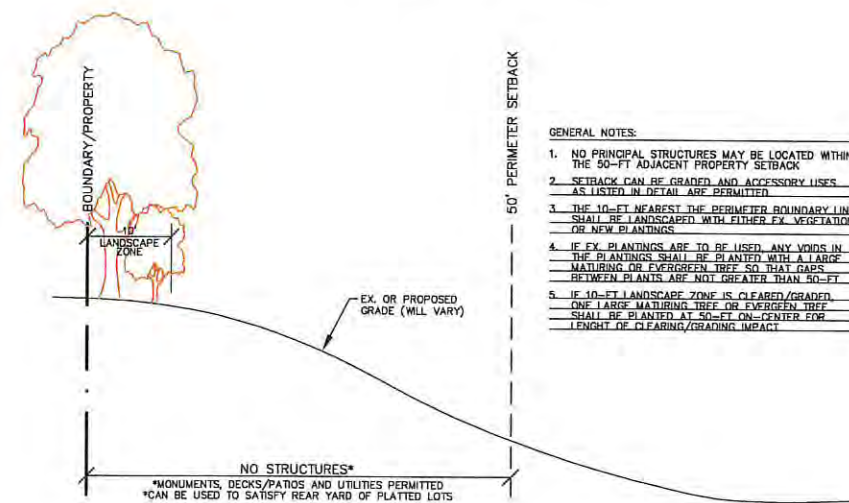
**LOCAL RESIDENTIAL STREET**

- PAVEMENT SCHEDULE**
- ⊙ 1" HMA SURFACE COURSE - TYPE "C"
  - ⊙ 2" HMA BINDER COURSE - TYPE "C"
  - ⊙ 8" GRADED AGGREGATE BASE COURSE
  - ⊙ 2'-0" VALLEY GUTTER
  - ⊙ 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

NO STRUCTURES\*  
\*MONUMENTS, DECKS/PATIOS AND UTILITIES PERMITTED  
\*CAN BE USED TO SATISFY REAR YARD OF PLATTED LOTS

**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

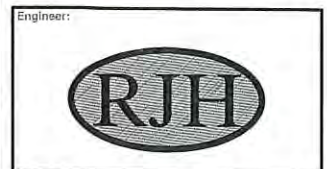
**STORMWATER:**

- 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
<b>FOR REZONING ONLY NOT FOR CONSTRUCTION</b>	

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**

Chester County Planning Commission Meeting August 16<sup>th</sup>, 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:**

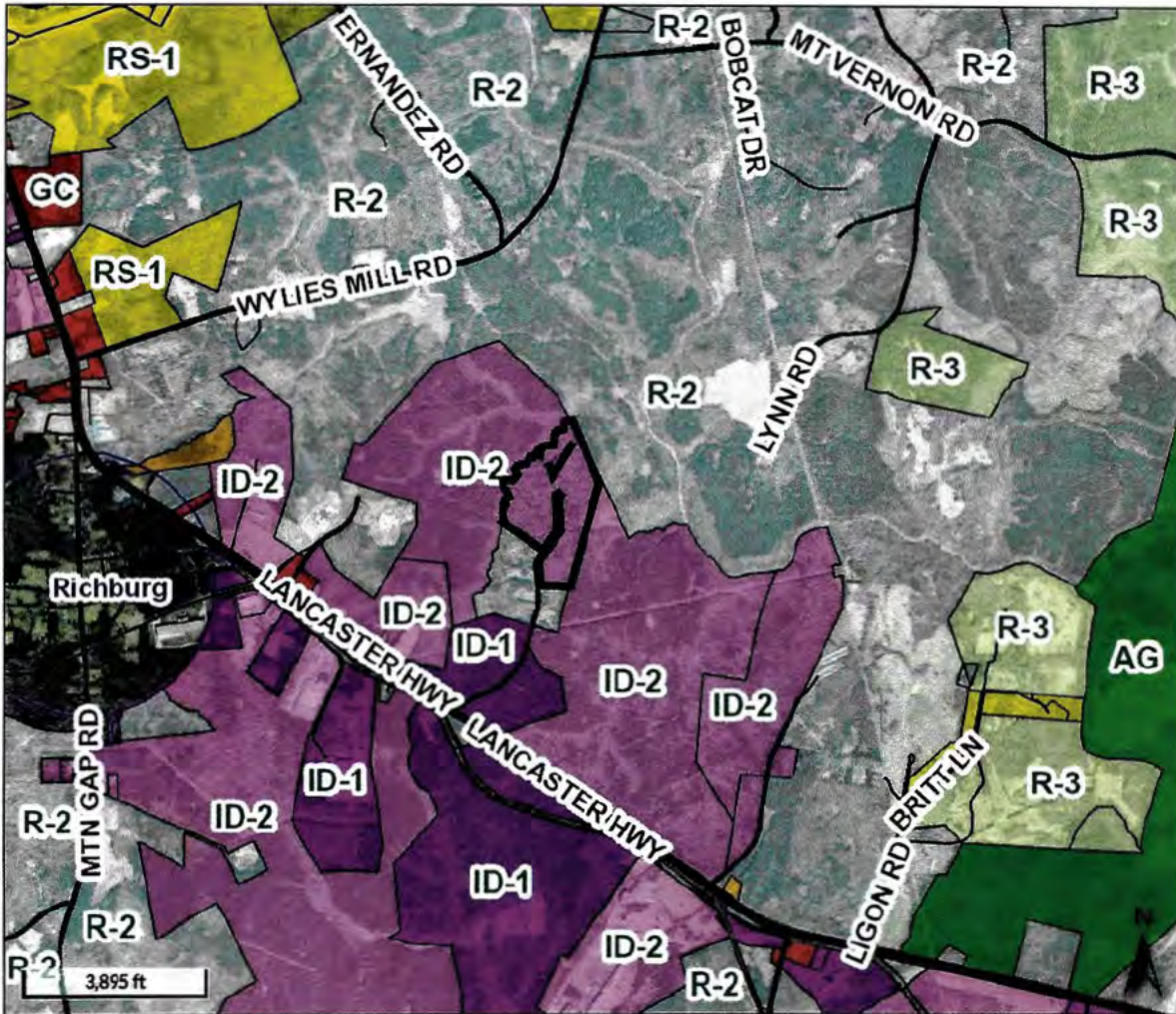
Applicant (s): D.R. Horton, Inc.  
 Address 8025 Arrowridge Boulevard, Charlotte, NC 28273  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_

Owner(s) if other than applicant(s): Richburg Magn oads, 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: [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	135-00-00-032-000	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

Developed by Schneider  
 GEOSPATIAL

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

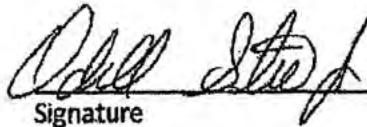
**AGENT AUTHORIZATION**

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:

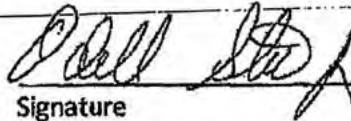
Tax Parcels: 135-00-00-019-00  
135-00-00-020-00  
135-00-00-032-00  
136-00-00-042-000 (portion of equal to 9.45 acres)

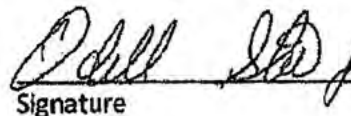
I/We hereby acknowledge Purchaser's intent to rezone to a Planned Development District consisting of single family residential and limited commercial development, subject to approval by the Chester County Council.

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](http://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](mailto: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



**VIA Electronic Mail**

August 8, 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 Magnolia Trace by DR Horton with wastewater service capacity for four hundred (400) proposed residential units for the property located off Hwy 9 in Richburg, South Carolina. The tax map numbers for the aforementioned site are as follows:

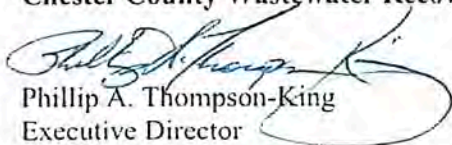
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

Please note, this willingness and ability letter expires on August 31, 2024. CWR will evaluate the current capacity conditions in the event that construction has not begun and/or is not completed by the expiration date noted above.

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  
Brandon S. Pridemore, Vice President, R. Joe Harris & Associates, Inc.  
File

# 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.

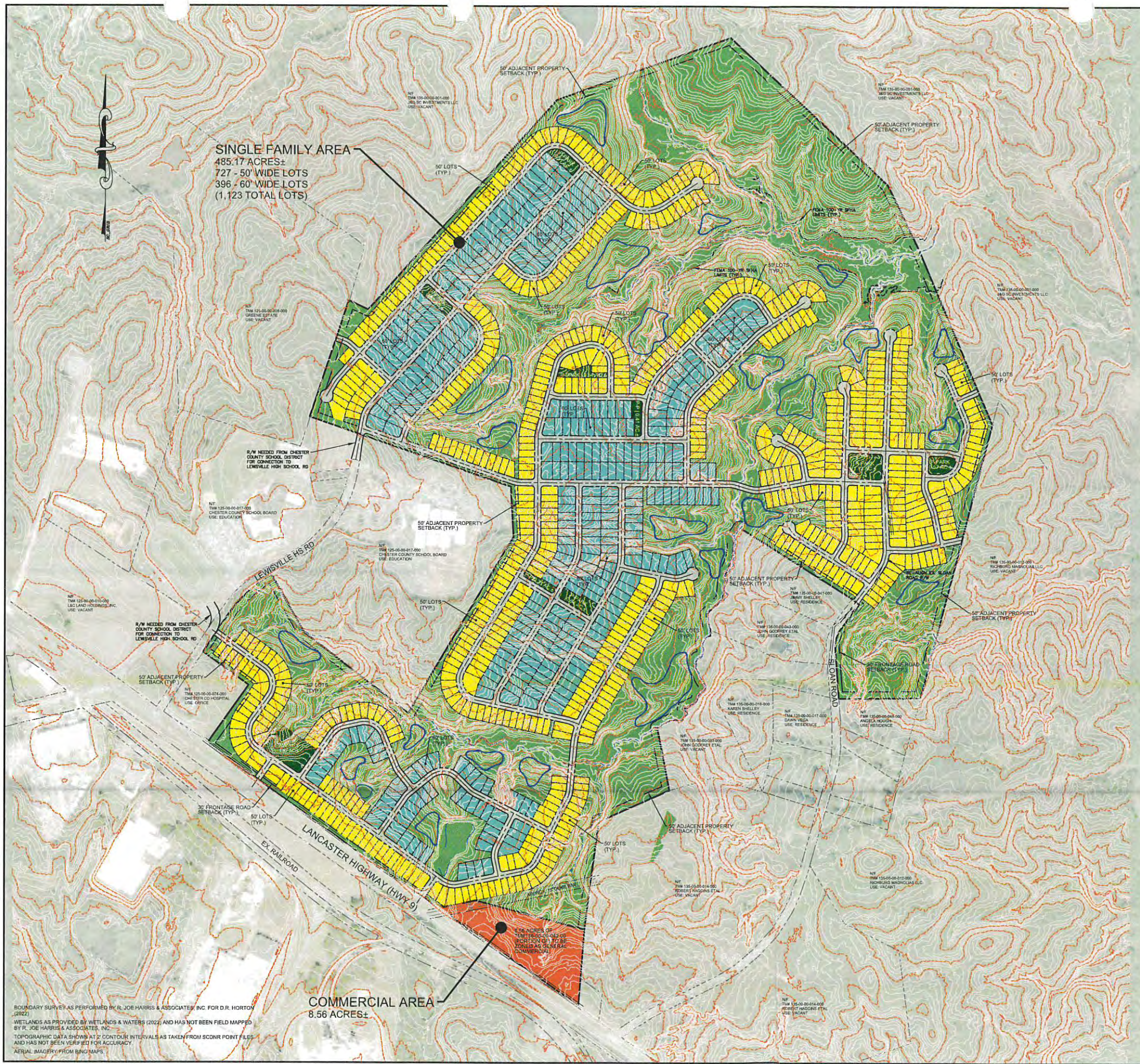
**13. Such other information as may be appropriate for Planning Commission review:**

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)<sup>1</sup>  
 (ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)<sup>1</sup>  
 MAX. ALLOWED - 1,124 DWELLING UNITS<sup>1</sup>  
**COMMERCIAL:** PER REZONING NOTES

**SINGLE FAMILY LOTS:**

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

**COMMERCIAL PARCELS:**

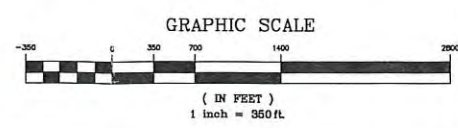
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.  
 SIDE YARD - 20 FT. (RESIDENTIAL)  
 - 10 FT. (ALL OTHERS)  
 REAR YARD - 20 FT.

**OPEN SPACE:**

- RESIDENTIAL - 20% OF GROSS ACREAGE (MIN.)
- 232.66 ACRES (COMMON AREAS)<sup>1</sup>
- 4.63 ACRES (POCKET PARKS)<sup>1</sup>
- 1.87 ACRES (CENTRAL AMENITY)<sup>1</sup>
- PROPOSED OPEN SPACE = 239.16 ACRES (49.3%)<sup>1</sup>
- 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 | 803.802.4799

[www.rjoharris.com](http://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
-	-

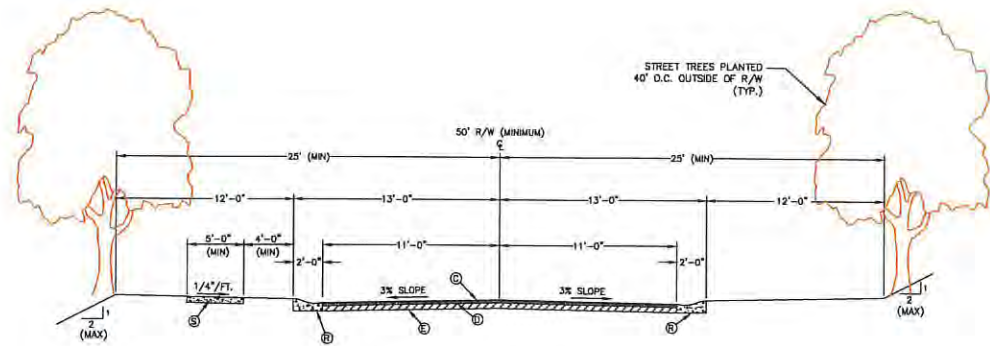
Print Plot Date: **June 10, 2022**  
 Client: **D.R. HORTON, INC.**  
 8025 ARROWRIDGE BOULEVARD  
 CHARLOTTE, NORTH CAROLINA 28273  
 P: 704-377-2006

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	<b>RZ-1</b>

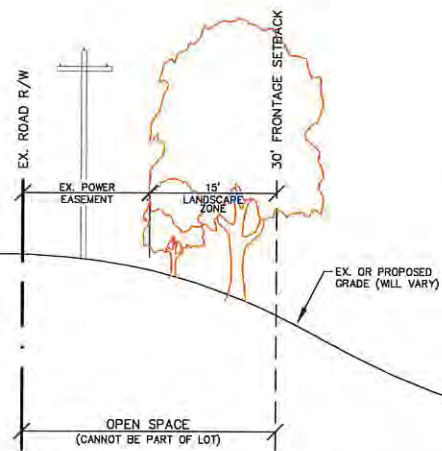
BOUNDARY SURVEY AS PERFORMED BY R. JOE HARRIS & ASSOCIATES, INC. FOR D.R. HORTON (2022)  
 WETLANDS AS PROVIDED BY WETLANDS & WATERS (2022) AND HAS NOT BEEN FIELD MAPPED BY R. JOE HARRIS & ASSOCIATES, INC.  
 TOPOGRAPHIC DATA SHOWN AT 2' CONTOUR INTERVALS AS TAKEN FROM SCGNR POINT FILES AND HAS NOT BEEN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



**LOCAL RESIDENTIAL STREET**

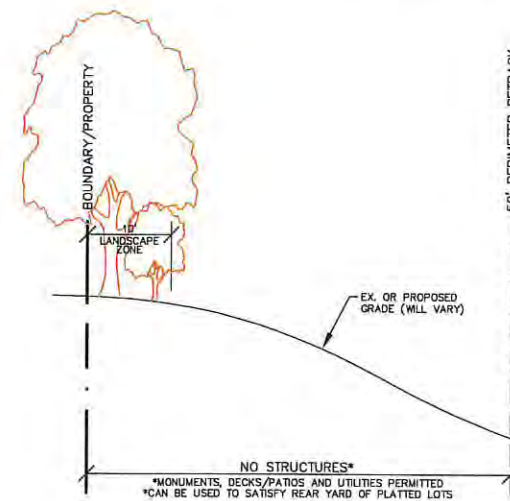
**PAVEMENT SCHEDULE**

- 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

NO STRUCTURES\*  
\*MONUMENTS, DECKS/PATIOS AND UTILITIES PERMITTED  
\*CAN BE USED TO SATISFY REAR YARD OF PLATTED LOTS

**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

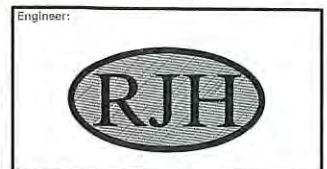
**STORMWATER:**

- 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](http://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
<b>FOR REZONING ONLY NOT FOR CONSTRUCTION</b>	

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
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**RZ-2**

Chester County Planning Commission Meeting August 16<sup>th</sup>, 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: (\_\_\_\_\_) \_\_\_\_\_ cell N/A work N/A  
 E-Mail Address: \_\_\_\_\_

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 Jule Date: 4/19/2022

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

Overview



<b>Parcel ID</b>	136-00-00-042-000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	LEWISVILLE T-1 LLC
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	AC		%ODELL STEELE JR
<b>Property Address</b>		<b>Acreage</b>	596.28		P O BOX 1107
					LANCASTER SC 29721
<b>District</b>	04				
<b>Brief Tax Description</b>	TR 2379				
	(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**

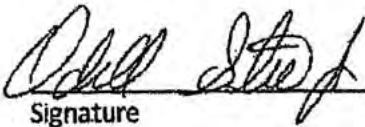
**AGENT AUTHORIZATION**

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:

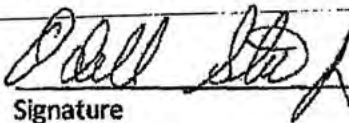
Tax Parcels: 135-00-00-019-00  
135-00-00-020-00  
135-00-00-032-00  
136-00-00-042-000 (portion of equal to 9.45 acres)

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](http://www.chestermetrosc.com)

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*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](mailto: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





**VIA Electronic Mail**

August 8, 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 Magnolia Trace by DR Horton with wastewater service capacity for four hundred (400) proposed residential units for the property located off Hwy 9 in Richburg, South Carolina. The tax map numbers for the aforementioned site are as follows:

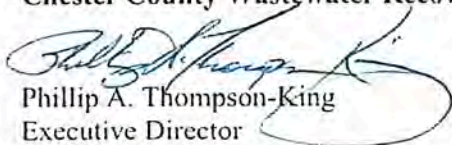
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

Please note, this willingness and ability letter expires on August 31, 2024. CWR will evaluate the current capacity conditions in the event that construction has not begun and/or is not completed by the expiration date noted above.

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  
Brandon S. Pridemore, Vice President, R. Joe Harris & Associates, Inc.  
File

# 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.

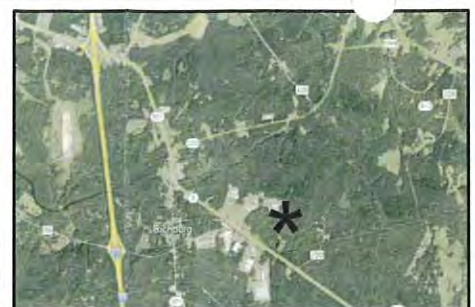
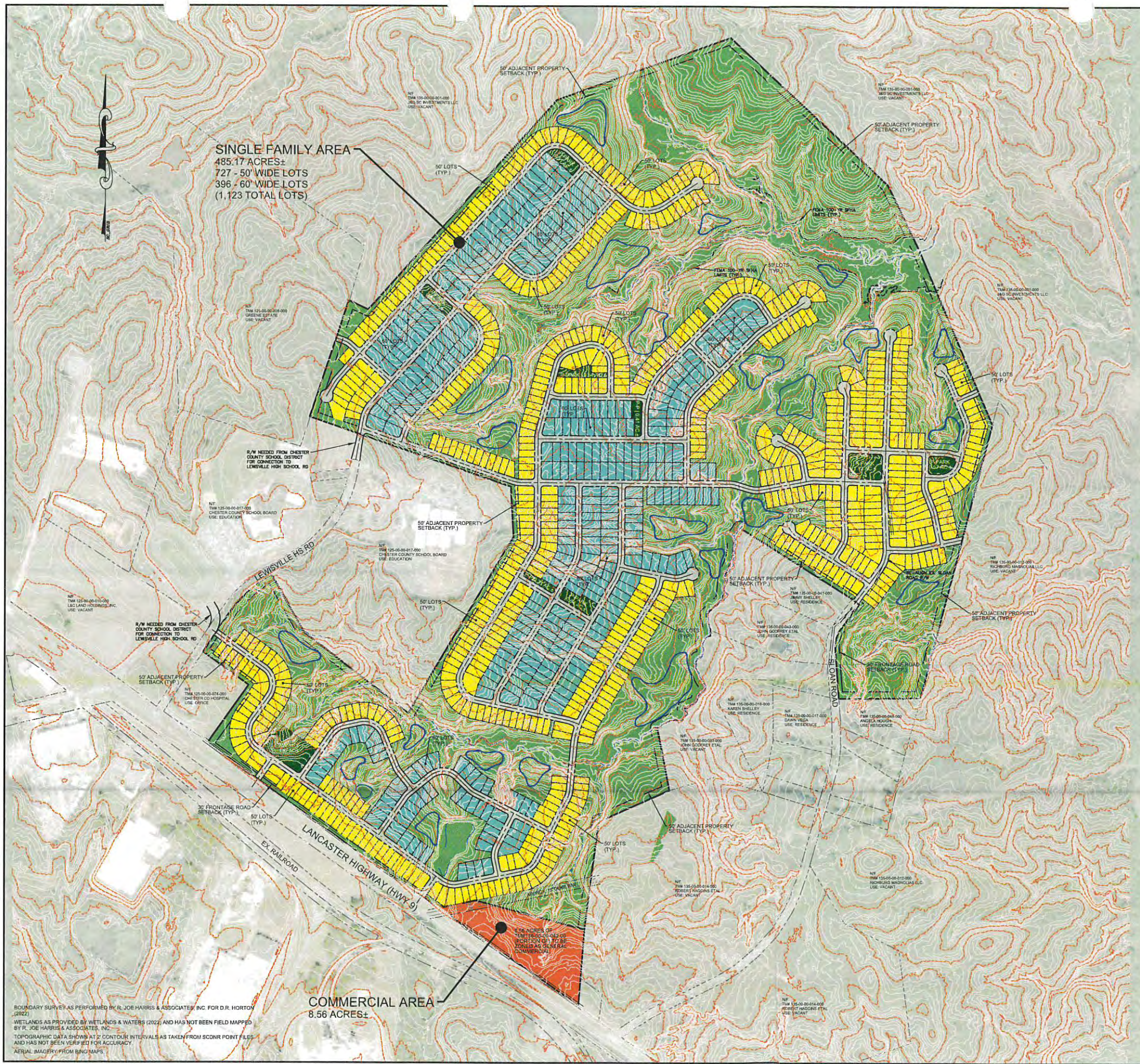
**13. Such other information as may be appropriate for Planning Commission review:**

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)<sup>1</sup>  
 (ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)<sup>1</sup>  
 MAX. ALLOWED - 1,124 DWELLING UNITS<sup>1</sup>  
**COMMERCIAL:** PER REZONING NOTES

**SINGLE FAMILY LOTS:**

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

**COMMERCIAL PARCELS:**

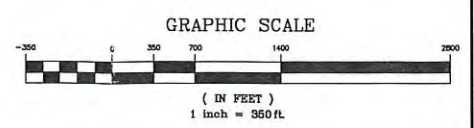
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.  
 SIDE YARD - 20 FT. (RESIDENTIAL)  
 - 10 FT. (ALL OTHERS)  
 REAR YARD - 20 FT.

**OPEN SPACE:**

- RESIDENTIAL - 20% OF GROSS ACREAGE (MIN.)  
 - 232.66 ACRES (COMMON AREAS)<sup>1</sup>  
 - 4.63 ACRES (POCKET PARKS)<sup>1</sup>  
 - 1.87 ACRES (CENTRAL AMENITY)<sup>1</sup>  
 PROPOSED OPEN SPACE = 239.16 ACRES (49.3%)<sup>1</sup>  
 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 | 803.802.4799

[www.rjoharris.com](http://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
-	-

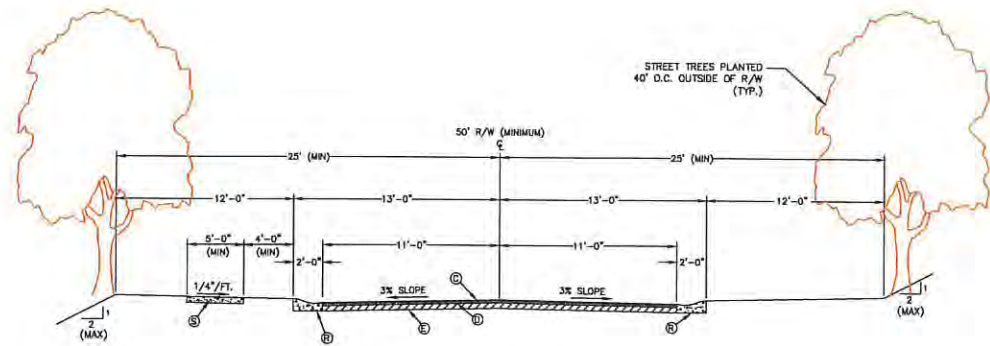
Print Plot Date: **June 10, 2022**  
 Client: **D.R. HORTON, INC.**  
 8025 ARROWRIDGE BOULEVARD  
 CHARLOTTE, NORTH CAROLINA 28273  
 P: 704-377-2006

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	<b>RZ-1</b>

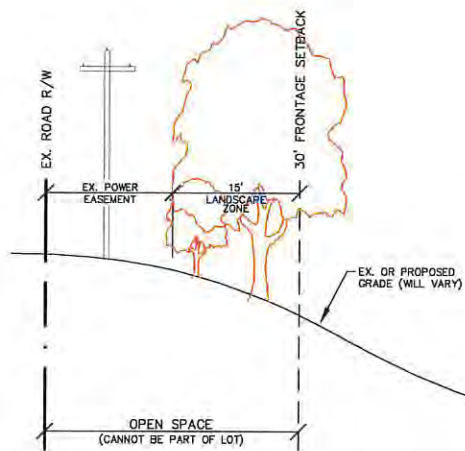
BOUNDARY SURVEY AS PERFORMED BY R. JOE HARRIS & ASSOCIATES, INC. FOR D.R. HORTON (2022)  
 WETLANDS AS PROVIDED BY WETLANDS & WATERS (2022) AND HAS NOT BEEN FIELD MAPPED BY R. JOE HARRIS & ASSOCIATES, INC.  
 TOPOGRAPHIC DATA SHOWN AT 2' CONTOUR INTERVALS AS TAKEN FROM SCORIN POINT FILES AND HAS NOT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



**LOCAL RESIDENTIAL STREET**

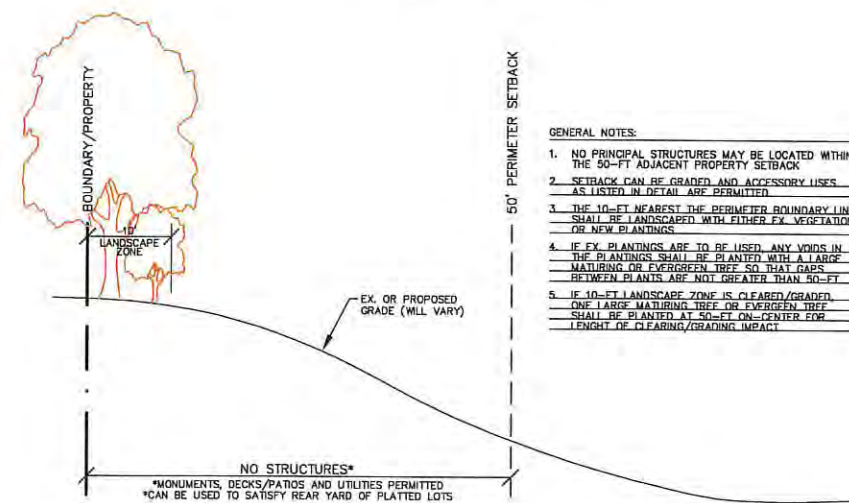
**PAVEMENT SCHEDULE**

- 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

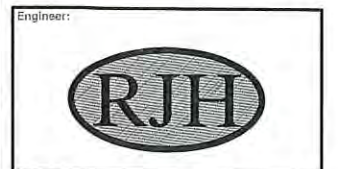
**STORMWATER:**

- 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

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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
<b>FOR REZONING ONLY NOT FOR CONSTRUCTION</b>	

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
<b>RZ-2</b>	