



# **CHESTER COUNTY COUNCIL MEETING**

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

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

**Monday, May 15, 2023 at 6:00 PM**

### **Agenda**

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
  - a. May 9<sup>th</sup>, 2023 Budget workshop minutes.
  - b. May 2<sup>nd</sup>, 2023 Budget workshop minutes.
  - c. May 1<sup>st</sup>, 2023 minutes.
- 4. Citizen's Comments**
- 5. Ordinances/Resolutions/Proclamations**
  - a. **1<sup>st</sup> Reading of 2023-13 in Title Only** An Ordinance Authorizing (1) The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between The County And [Project 2247] In Connection With The Establishment Of Certain Facilities Located In The County; (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To [Project 2247] And The Property; And (3) Other Related Matters.
  - b. **2<sup>nd</sup> Reading of 2023-11** An Ordinance to Amend Chester County Council Rules Of Procedures Article III, Section 2-21 Thru 2-27.
  - c. **2<sup>nd</sup> Reading of 2023-12** An Ordinance to Amend Ordinance 2021-12.
  - d. **1<sup>st</sup> Reading in Title Only Ordinance 2023-14** Chester County Fiscal Year 2023/2024 Budget to Establish Operating And Capital Budgets For The Operation Of The County Government Of Chester County, South Carolina For The Fiscal Year Commencing July 1, 2023; To Provide For The Levy Of Taxes For Chester County For The Fiscal Year Commencing July 1, 2023; To Provide For The Expenditure Of Tax Revenues And Other County Funds; To Provide For Other County Purposes; To Authorize The County To Borrow Money In Anticipation Of Taxes And To Provide For The Repayment Of Sums Borrowed By The County Governing Body; To Provide For The Payment Of Tort Claims And Worker's Compensation Claims Against Chester County; To Provide For Certain Fiscal And Other Matters Relating To County Government.
  - e. **Proclamation** for National Police Week 2023.
- 6. Administrator's Report**

## 7. Old Business

a. **2<sup>nd</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. **2<sup>nd</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. **2<sup>nd</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. **2<sup>nd</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. **2<sup>nd</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. **2<sup>nd</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.*

g. **2<sup>nd</sup> Reading of CCMA23-04** Robert L. Reid III request Tax Map #123-00-00-088-000 at 3458 Hernandez Rd, Richburg, SC 29729 to be rezoned from Limited Commercial District (LC) to General Commercial District (GC). *Planning Commission voted 7-0 to approve.*

h. **2<sup>nd</sup> Reading of CCMA23-05** Allison and Gerald Timmons request Tax Map #166-01-04-016-000 at 975 Jackson Rd, Fort Lawn, SC 29714 to be rezoned from Rural One District (R1) to Rural Two District (R2). *Planning Commission voted 7-0 to approve.*

## 8. New Business

- a. Council to approve naming an existing maintained County Road -County Council.
- b. Council to approve the revised 2023 Council meeting date schedule. County Council.
- c. Council to consider approving a grant from SC I-77 Alliance to improve accessibility by adding gravel at Chester R&D Park. Robert Long.

## 9. Boards and Commissions

- a. Appointment to Hazel Pittman Center-Councilwoman Mosley.
- b. Appointment to Parks and Recreation Board- Councilman Guy.
- c. Appointment to Parks and Recreation Board- Chairman Branham.
- d. Appointment to Burnt Meeting House Cemetery Board-County Council.

**10. Executive Session**

- a. To receive legal advice regarding the HR Department. Attorney Winters.
- b. To receive legal advice regarding a contractual matter in the Assessor’s Office. Attorney Winters.

**11. Council Actions Following Executive Session**

- a. Action taken regarding the contractual matter in the HR department.
- b. Action taken regarding the contractual matter in the Assessor’s department.

**12. Council Comments**

**13. Adjourn**

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

**Guidelines for Addressing Council**

**Citizens Comments:**

- Each citizen will be limited to three minutes.

**Public Hearings:**

- Each speaker will be limited to 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 BUDGET WORKSHOP**

R. Carlisle Roddey Chester County Government Building  
1476 J A Cochran Bypass- Conference Room

Tuesday, May 9<sup>th</sup>, 2023 at 9:00 AM

### **MINUTES**

**Present:** Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilwoman Mosley, County Administrator Hester, County Attorney Winters and Clerk to Council Lee, Treasurer Darby and Finance Director Carter. Councilman Agee arrived at 9:02 am, and Councilman Guy arrived at 9:11 am.

**Absent:** Councilman Killian.

**Staff/Elected Officials Present:** Sheriff Dorsey, Chief Tate, Auditor Wade, ED Director Long and EMS Director Lineberger.

1. **Call to Order-** Chairman Branham called the meeting to order at 9:00AM.  
Vice Chairman Wilson called for a motion to set an adjournment time for no later than 10:30 am, second by Councilman Vaughn. Vote 4-0 to approve.
  
2. **May 2<sup>nd</sup> workshop follow up.**
  - a. Sheriff- Taken as information.
  - b. EMS- Taken as information.
  - c. Gateway/Economic Development- Taken as information.
  - d. Other departments - Taken as information.
  
3. **Adjournment**  
Councilwoman Mosley motioned to adjourn, second by Councilman Vaughn. Vote 6-0 to adjourn.

*Karen Lee, Clerk to Council*





## **CHESTER COUNTY COUNCIL BUDGET WORKSHOP**

R. Carlisle Roddey Chester County Government Building  
1476 J A Cochran Bypass- Conference Room

Tuesday, May 2<sup>nd</sup>, 2023 at 9:00 AM

### **MINUTES**

**Present:** Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilwoman Mosley, County Administrator Hester, County Attorney Winters and Clerk to Council Lee, Treasurer Darby and Finance Director Carter.

Councilman Agee arrived at 9:10am, Councilman Killian arrived at 9:30 am, and Councilman Guy arrived at 9:45 am.

1. **Call to Order-** Chairman Branham called the meeting to order. Vice Chairman Wilson called for a motion to set an adjournment time for no later than 10:30 am, second by Councilman Vaughn. Vote 4-0 to approve.

2. **Budget Overview- Administrator Hester and Treasurer Darby**

Administrator Hester and Treasurer Darby gave an overview of the following:

1. **Current year budget Status (Expenditures/Revenues).**

2. FY2024 General Fund Budget

3. FY23 Budget    FY23 Projected    Variance

GF Expend.        \$28,651,858        \$27,717,256        \$ 934,602

GF Revenues      \$28,651,858        \$29,890,062        \$ 1,238,204\*\*

Favorable Variance of Exp. and Revenue                      \$ 2,172,806    Fund Balance (FB), Beginning of Year  
FY23    \$14,759,337

Projected FB, End of Year FY22    \$16,932,143

- \*Current YTD revenue is \$26,433,871
- \*\*Interest Income - \$924K, MFG Reimbursement - \$592K

Projected FB is 57% of FY24 Recommended Budget - \$2,131,810 over Fund Balance Policy – Establish Capital Reserve Line item to fund Capital Needs.

Taken as information.

3. **Millage limitation represents 8% or 11.9 Mills - \$1,356,600**
  1. Current GF Budget Recommendation includes no millage increase.
  2. FILOT - \$192,000 – Gallo, Gateway FILOT to Fire Districts \$128,473
  3. Manuf. Reimb. - \$592K
  4. Local Option Sales Tax Credit - \$652K
  5. Interest Income - \$700K
  6. Permit Revenue - \$200K – Does not include Building Permit for Albemarle and IKO – Projected between \$481K and \$601K

Overall Projection for FY24 is \$29,600,667 excludes Appr. Of Fund Balance  
Taken as information.
  
4. **Expenditure Budget – Increases**
  1. Retirement System rate increases (SCRS/PORS) ~ \$120K (SCRS 18.56% / PORS 21.24%)
  2. Salary Study - \$229,106 – Compaction/COLA adjustments for N1 – N7 classifications Mid Year – Excludes Part Time
  3. EMS - \$180,452 – Pay Scale Adjustments Mid Year
  4. Sheriff / Detention / 911- Progressive Pay Scale - \$370,506 Mid Year
  5. Employee Health Insurance - \$260K
  6. GIS – \$142,877
  7. Capital Reserve Account

**Expenditure Budget – Decreases**

  1. Worker’s Compensation Insurance - \$85,838
  2. Communications Phone Service Contract – Under Review  
Taken as information.
  
5. **1. Department Budget Requests totaled \$37,811,886.**
  2. Department requests included requests for new positions or reclassifications at approximately \$3,204,179
    - Emphasis on N1 to N7 Scale adjustments.
  3. Request from Richburg Fire District to help fund FT Service
  4. Total Capital requests totaled \$3,725,428
    - Plan to issue Capital Bond to fund immediate capital needs totaling approximately \$1.6MM
    - Other capital needs could be met by resolution through the Capital Reserve account. This would be done later in FY24 when those funds are realized. Taken as information.
  
6. **1. Request from Richburg Fire District to help fund FT Service – Would require \$652K from County.**  
Note - \$107k - Richburg EMS, \$118k – Equipment for New Hires
  - **Option 1** – Revise Master FILOT Agreement Post Gateway Allocation – Add 542K
    - **Current Post Gateway** - 61% County, 15% School Oper., 15% School Debt, 5% Fire, 4% Econ Dev.
    - **Revised Post Gateway** - to 76% County, 15% School Operations, 5% Fire, 4% Econ Dev. - Add approx. \$542K to County. *Does not affect School Operation Revenue or the ability for School to meet Capital needs through Debt Service.*
  - **Option 2** - Revise Master FILOT Agreement Pre and Post Gateway Allocation – Add 1.1MM
    - **Current Pre Gateway** - Allocated based on Millage
    - **Current Post Gateway** - 61% County, 15% School Oper., 15% School Debt, 5% Fire, 4% Econ Dev.

- **Revised** to 76% County, 15% School Operations, 5% Fire, 4% Econ Dev. - Add approx. \$1.1MM to County. *Reduces School Operation Revenue 624K and School Debt Revenue 542K.*
  - **Option 3** – Millage adjustment which would require a 4.7 mill increase
  - **Option 4** – No change
- Taken as information.

7. **1. Countywide Fire Service**

- Master Plan to equally serve Citizens Countywide
  - Add a County-wide Fire Service Chief/Director to help put this plan together.
  - Countywide Fire Service Board
- Taken as information.

3. **Adjournment**

Vice Chairman Wilson motioned to adjourn, second by Councilwoman Mosley. 7-0 to adjourn.



## CHESTER COUNTY COUNCIL MEETING

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

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

**Monday, May 1, 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 at 6:10pm. CTC meeting ran over.
- 2. Pledge of Allegiance and Invocation-**pledge was recited in unison: Councilman Guy gave the invocation.
- 3. Approval of Minutes**
  - a. April 17<sup>th</sup>, 2023 minutes.** Councilman Killian motioned to approve, second by Councilwoman Mosley. Unanimous vote.
- 4. Citizen's Comments**

Troy Karski, 8025 Arrowbridge Blvd, Charlotte addressed Council regarding being in favor of all DR Horton rezoning requests.

Benji Layman, 8720 Red Oak Blvd, Charlotte NC addressed Council regarding being in favor of Fielding rezoning requests.

Doug Elles, 12957 Blakemore Dr, Huntersville, NC addressed Council regarding being in favor of Fielding rezoning requests.

Joe Ligon 2655 Knox Station Rd, addressed Council regarding being opposed to both Fielding and DR Horton's rezoning requests.

Roxanne James, 3007 Steele Village Rd, Rock Hill addressed Council regarding being opposed to Fielding rezoning request.

Lauri Fowler, 2094 Millen Rd, Chester addressed Council regarding being opposed to both Fielding and DR Horton's rezoning requests.

Tom Miller, 1682 Pleasant Grove Rd, Chester addressed Council regarding being in favor of Fielding rezoning requests.

## 5. Ordinances/Resolutions/Proclamations

### a. 1<sup>st</sup> Reading Of 2023-11 An Ordinance To Amend Chester County Council Rules Of Procedures Article III, Section 2-21 Thru 2-27.

Councilman Guy motioned to approve, second by Councilman Killian. Attorney Winters stated since the County is now under the Council administrator form of government the rules must be changed to reflect the changes. The word “supervisor” must be removed to add “administrator” along with other changes. The rules were different under this form of government and asked Council to look over what had been presented. If they had any questions to reach out to her before the third reading. Unanimous vote.

### b. 1<sup>st</sup> Reading of 2023-12 An Ordinance to Amend Ordinance 2021-12.

Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Attorney Winters stated in December of 2021, Council approved an ordinance that included the requirements and execution of any type of development agreement. There were certain caveats in that ordinance you wanted in development agreements but no dollar figures. During the workshop last week Council discussed having a limit not to exceed \$5000 for single family homes and not to exceed \$3000 for the development of townhomes. This ordinance amends ordinance 2021-12. Unanimous vote.

## 6. Administrator’s Report

Administrator Hester stated there had been a lot of questions regarding a stage that was purchased through the one cents sales tax monies. The stage would be used by other government entities and be free of charge. That was the condition that was set forth. For council information it is being researched through original documentation about who actually owns the stage, Great Falls or Flopeye Fish Festival. He and Attorney Winters plan to meet this week to determine who owns it. 2- He gave an update on t on Rambo Road being closed by SCDOT where they will be replacing a bridge starting May 10, 2023. The duration time to complete was around five months. 3- There will be a Teacher’s Appreciation day at the Gateway tomorrow at three o’clock and invited everyone out.

## 7. 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.

Councilman Killian motioned to approve, second by Vice Chairman Wilson. Councilman Guy asked if this was the property behind Pleasant Grove cemetery. He stated the members have concerns about the water runoff during the construction phase.

Benji Layman with Fielding Homes stated they planned to meet with the church next week to go over their concerns. They haven’t done a full-blown grading study as of yet, but they’re 300 feet from the church cemeteries property line. They plan to have four- to six-foot-high berms planted to screen from the road. He said as far as the drainage during construction they are required by the state to provide aeration control and would divert any runoff.

Councilman Agee asked if he had sewer for this development.

Mr. Layman stated they have purchased and has approval from the sewer district to build 400 houses. The build out was 2030. The houses will be on 60-foot lots or 70-foot lots and 40 feet wide. There will be 20 to 30 feet between houses. They were proposing to build with hardiplank siding, various elevations of stone and brick accents with no vinyl siding.

Councilman Guy asked how wide the roads would be.

Mr. Layman stated 24 to 26 feet wide, they plan to have multiple car parking between the garage and the driveway. They plan to have visitors parking as well.

Councilman Vaughn stated he liked the fact the HOA would take responsibility for the upkeep of the roads.

Planning Director Mike Levister stated in 2022 the County Council adopted a moratorium that only allows residential homes could be no less than 10 feet from the sideline and must be 50 feet from any adjacent property that's not part of the subdivision and is required to have parking spaces for three cars and the garage only counts as one. The outside area had to require to the first 30 feet from the existing roadway must be an open space natural buffer with 50% vegetation.

Councilwoman Mosley stated her concern was the extra traffic on the roads.

Planning Director Mike Levister stated contact from SCDOT the roads had been reconstructed in 2015 to handle heavy traffic.

Attorney Winters stated before Council goes to vote you typically have made these motions to approve contingent on a development agreement being completed and a certain sunset period otherwise there's a reverter and so I'm not sure I heard that in motion.

Vice Chairman Wilson withdrew his second, Councilman Killian withdrew his motion. Vice Chairman Wilson motioned to approve with a reverter clause if the two-year timeline was not met it would revert back and with an acceptable development agreement, second by Councilman Killian. Vote 5-2 to approve. Agee and Mosley opposed.

**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.**

Vice Chairman Wilson motioned to approve with a reverter clause, must take place as our ordinance describes within two years with meaningful progress and the development agreement be in place, second by Councilman Vaughn. Vote 5-2 to approve. Agee and Mosley opposed.

**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. Councilman Vaughn motioned to approve to add to the requirements of the reverter clause and the condition that there must be a negotiated developer's agreement that's acceptable to council, second by Councilman Killian.**

Councilman Agee asked Administrator Hester if he had received any numbers from D.R. Horton. Administrator Hester stated not from D.R. Horton but Fielding Homes had reached out to him.

Councilman Guy asked what type of materials they would use on the homes.

Troy Karski, DR Horton Homes stated they planned to use a little mix of veneer, some vinyl with brick, some would have vinyl and stone, some with hardiboard and some all hardiboard. He stated it depended on what the buyer wanted.

Vice Chairman Wilson stated the previous development, council just voted on the lot size was a minimum of 7000 square feet and 60 feet in width. He asked what their minimum lot sizes were.

Mr. Karski stated they had 50 foot wide and 60-foot-wide lots, the minimum square footage lot size is 6000.

Vice Chairman Wilson stated these lots are smaller and closer together than the previous ones they had just voted on. As Mr. Hester works through the development agreement, Council needs to make sure roads are adequate for ingress and egress for emergency equipment.

Councilman Guy asked about the specs for the roads.

Mr. Karski stated they would use the specs provided to them by county staff. He stated wider roads was a larger maintenance cost to HOA and to the property owners. Wider roads promotes speeding, empirical data had proven that. One of the things other cities were doing was narrowing the roads and restricting parking on the road. Also, when you widen the roads speed bumps are put in that end up slowing emergency vehicles down. They will have the required spaces three spaces, one in the garage and two on the driveway.

Vice Chairman Wilson asked what their plan for middle school was as far as walking to school.

Mr. Karski said it would probably be bused, they were still in the process with the school system if the bus would take them to the middle school or high school that would be his proposal. They have it on their TIA to do a traffic light study at the intersection of the middle school.

Unanimous vote.

**d. 1st Reading of CCMA22-20 D.R. Horton Inc request Tax Map # 135-00-00-020-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). Planning Commission voted 6-0 to approve. Councilman Vaughn motioned to approve to add to the requirements of the reverter clause and the condition that there has to be a negotiated developer's agreement that's acceptable to council, second by Councilwoman Mosley. Unanimous vote.**

**e. 1st Reading of CCMA22-21 D.R. Horton Inc request Tax Map # 135-00-00-032-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). Planning Commission voted 6-0 to approve. Councilman Guy motioned to approve to add to the requirements of the reverter clause and the condition that there has to be a negotiated developer's agreement that's acceptable to council, second by Councilwoman Mosley. Unanimous vote.**

**f. 1st Reading of CCMA22-22 D.R. Horton Inc request 9.45 acres of Tax Map # 136-00-00- 042-000 on Lancaster Hwy to be rezoned from Restricted Industrial District (ID-1) to Planned Development District (PD). Planning Commission voted 6-0 to approve. Vice Chairman Wilson motioned to approve with a reverter clause, must take place as our ordinance describes within two years with meaningful progress and the development agreement be in place, second by Councilman Vaughn. Unanimous vote.**

## 8. New Business

**a. Rural Fire is requesting to transfer remaining grant match funds in the amount of \$42,824.12 dollars to purchase rechargeable batteries for Self-Contained Breathing Airpack's within the county. - Meghan Brewer.** Vice Chairman Wilson motioned to approve, second by Councilwoman Mosley. Unanimous vote.

**b. Approval of Bid RFP 2223-09 Generator & Installation- Richburg Fire Substation to K&K Electrical Services out of Chester, SC in the amount of \$26,750.00 using one cent sales tax monies. -Susan Cok.** Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.

**c. 1<sup>st</sup> Reading of CCMA23-04 Robert L. Reid III request Tax Map #123-00-00-088-000 at 3458 Ernandez Rd, Richburg, SC 29729 to be rezoned from Limited Commercial District (LC) to General Commercial District (GC).** *Planning Commission voted 7-0 to approve.* Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Unanimous vote.

**d. 1<sup>st</sup> Reading of CCMA23-05 Allison and Gerald Timmons request Tax Map #166-01-04-016-000 at 975 Jackson Rd, Fort Lawn, SC 29714 to be rezoned from Rural One District (R1) to Rural Two District (R2).** *Planning Commission voted 7-0 to approve.* Councilman Agee motioned to approve, second by Councilman Killian. Unanimous vote.

**e. Discussion regarding installing streetlights on Meadowbrook Road. Councilman Killian.** Councilman Killian stated he wanted a streetlight installed on an existing pole; people have been gunned down on that road. He asked Administrator Hester if he would go out and get a cost.

Administrator Hester said he would and asked Sheriff Dorsey to ride along to see the specific spot in question. He will have his report back at the next council meeting.

### **f. From CCTC:**

**1. Action taken regarding Road and Sign Reimbursement of \$23,235.01 for road materials to the Road department.** Councilman Vaughn motioned to approve, second by Councilman Guy. Unanimous vote.

**2. Action taken regarding Bid RFB 22-54 Chester County On-Call Maintenance Projects Faulkner Development and Engineering, LLC in the amount of \$ 129,900 dollars.** Councilman Vaughn motioned to approve, second by Councilman Killian. Unanimous vote.

**3. Action taken regarding the recommendation to change the CTC accounting process.** Councilman Agee motioned to approve, second by Councilman Vaughn. Unanimous vote.

## 9. Boards and Commissions

**a. Appointment to Catawba Mental Health Board- County Council** Councilman Vaughn motioned to appoint Virginia Bowman, second by Councilman Killian. Unanimous vote.



**10. Executive Session**

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

- a. To receive legal advice regarding Project 2280. -Attorney Winters.
- b. To receive legal advice regarding Footprint & Electric Glass - Attorney Winters.
- c. To receive legal advice regarding a contractual matter in the HR department. -Attorney Winters.
- d. To receive legal advice regarding a contractual matter in the Assessor’s department. -Attorney Winters.

**11. Council Actions Following Executive Session**

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

- a. **Action taken regarding Project 2280.**  
Councilman Vaughn motioned to allow Economic Development to negotiate, second by Councilman Guy. Unanimous vote.
- b. **Action taken regarding Footprint & Electric Glass.** Taken as information.
- c. **Action taken regarding the contractual matter in the HR department.**  
Taken as information.
- d. **Action taken regarding the contractual matter in the Assessor’s department.**  
Taken as information.

**12. Council Comments**

Vice Chairman Wilson wished his son Isaac a happy birthday.

Councilman Agee stated he went to USC in Lancaster’s graduation and watched 21 students graduate with an associate degree, a significant number of them were from Chester County.

**13. Adjourn**

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

Time 9:15 PM

*Karen Lee, Clerk to Council*

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.



STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHESTER      )

Ordinance No. 2023-11

**AN ORDINANCE TO AMEND COUNTY COUNCIL RULES OF PROCEDURE  
SECTION 2-21 to 2-27**

**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 has by referendum changed to the Administrator form of government; and

**WHEREAS**, the rules of procedure must be amended to reflect this form of government.

**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 amendments to Section 2-21 *County Administrator Form of Government*; Section 2-22 *Compensation of Council*; Section 2-23 *Organization Generally*; Section 2-24 *Council Chair*; Section 2-25 *Council Chair*; Section 2-26 *Clerk*; Section 2-27 *County Administrator* of the Chester County Council Rules of Procedure, 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: \_\_\_\_\_  
Karen Lee  
Clerk to County Council  
Chester County, South Carolina

First Reading: May 1, 2023  
Second Reading: \_\_\_\_\_, 2023  
Public Hearing: \_\_\_\_\_, 2023  
Third Reading: \_\_\_\_\_, 2023

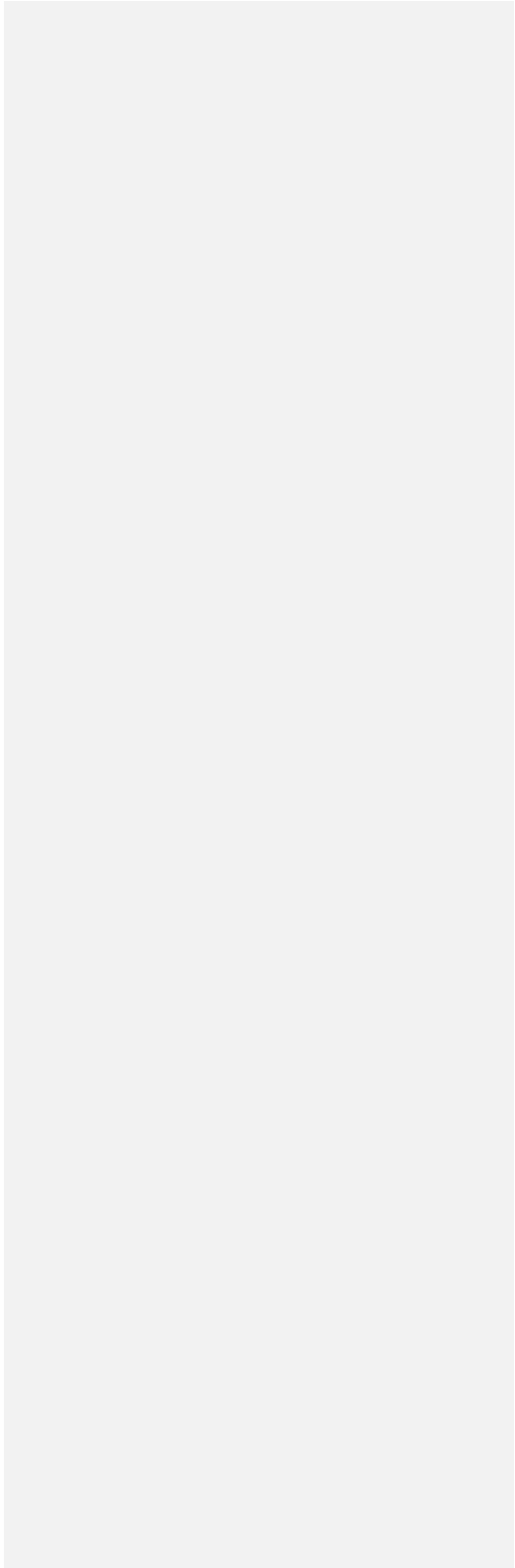


EXHIBIT A

ARTICLE III. - COUNTY COUNCIL

Sec. 2-21 – Council-Administrator Form of Government

- (a) The County Council does hereby adopt the Council-Administrator form of county government in accordance with a referendum conducted by the County on such question.
- (b) The County Council shall be composed of seven (7) members to serve staggered four-year terms and to be elected on the first Tuesday after the first Monday in the month of November in each even-numbered year. Council members shall be elected from six (6) defined single member election districts and one (1) at large election district, shall be residents of the election districts in which they are elected and shall be elected by the qualified electors of the districts in which they reside. The boundaries of the election shall be shown on maps dated [DATE] and prepared by the division of research and statistical services on the state budget and control board. All districts shall be reapportioned as to population as provided by law.
- (c) The County Council shall employ an administrator, who shall serve at the pleasure of the Council. The administrator shall have such duties as are provided by law and a job description approved by County Council.

Sec. 2-22 – Compensation of Council

Each member of County Council shall be paid annual compensation in the amount established from time to time by ordinance, at the end of each month served. A member of Council shall be reimbursed for actual expenses incurred in the conduct of official duties in accordance with reimbursement policies approved by the Council. No compensation shall be paid to a member of the Council during suspension from office; provided that compensation shall be paid in full upon favorable termination of any proceedings. Members of Council shall be eligible for participation in county deferred compensation, retirement and health benefit plans on the same basis as county employees.

[REPEAL 2-25 Duties and jurisdiction of standing council committees – Chester does not use committees]

Sec. 2-23 – Organization generally

The County Council shall elect a chair and vice-chair for terms as hereinafter set forth, at the initial meeting of the Council in January following each general election.

Sec. 2-24 - Council Chair

- (a) The Council shall elect one (1) of its members to serve as the chair for a term of two (2) years at the initial meeting of the Council in January following each general election. Any vacancy in the chair position shall be filled by the Council for an unexpired portion of a term. The Chair shall preside at

Commented [JW1]: Or Council can elevate the Vice Chair to this position and nominate another Vice Chair.

all regular and special meetings of the Council, shall execute on behalf of the Council all ordinances, resolutions, directives, deeds, bonds, contracts, and other official instruments or documents, and shall have such other duties and perform such other functions as are set forth in these rules. The Chair shall work in tandem with the Vice Chair by keeping the Vice Chair informed of county matters, including without limitation, economic development projects so that the Vice Chair may ably serve as the Chair when needed.

- (b) The Chair and the Vice Chair have a duty to attend community gatherings and meetings and to bring pertinent information back to the full Council.
- (c) It is the duty of the presiding officer to facilitate and proctor all meetings of the County Council, including committee meetings, workshops, and special called meetings.
- (d) Before the Chair or in the absence of the Chair, the Vice Chair, calls a meeting to order, it is his duty to determine that a quorum is present. If a quorum is not present, the Chair will wait until there is one or until after a reasonable time has passed that there appears to be no prospect that a quorum will assemble. If a quorum cannot be obtained, the Chair or in the absence of the Chair, the Vice Chair, will call the meeting to order, announce the absence of a quorum for the record, and entertain a motion to adjourn.
- (e) The Chair shall coordinate the agenda and meeting materials with the Clerk to Council during the week prior to the actual meeting. The Vice Chair shall be included in any meetings or discussions regarding the preliminary and ultimately the final agenda.
- (f) The Chair or in the absence of the Chair, the Vice Chair, shall preserve order during all meetings of County Council. If any member violates the rules of order as recognized by the Council, the presiding officer shall call that member to order. A member who is called to order shall immediately take a seat until the question or order is decided.
- (g) In the instance of any disturbance or disorderly conduct by persons present the presiding officer shall have the authority to order Council Chambers cleared, and any member may move for such order.
- (h) When a member of Council has claimed the floor, it is out of order for another to call out. If someone does, it is the duty of the presiding officer to obtain order and protect the rights of any member who is entitled to the floor.

#### Sec. 2-25 – Vice Chair

- (a) At the initial meeting in January following each general election, the Council shall elect one (1) of its members to serve as Vice Chair for a two (2) year term. In the event that the Chair shall be temporarily absent or unable to serve, the Vice Chair shall serve as the Chair in that circumstance. When the Chair is absent from a regular or special meeting of the Council, or unavailable at the time execution on behalf of the Council is necessary, the Vice Chair may execute on behalf of the Council all official instruments or documents unless otherwise directed by a majority vote of the Council.

- (b) In the absence of the Chair, whether for the entire meeting or just a portion of the meeting, the Vice Chair shall preside over the meeting, stepping into the same role as the Chair would hold.
- (c) The Vice Chair shall be notified and updated by the Chair of substantive issues and matters of the county that have to be addressed ultimately by Council.
- (d) The Vice Chair shall be included in discussions and meetings regarding economic development projects.
- (e) The Vice Chair shall assist in the compilation of the agenda for all meetings, to include without limitation, reviewing agenda item requests, receiving the draft agenda prior to publication to the entire Council, and to provide input on the final agenda.

Sec. 2-26 – Clerk

The Council shall appoint a person, not a member of the Council to serve as Clerk for an indefinite term. The Clerk shall record all proceedings of the Council and keep a journal of the proceedings which shall be open to public inspection; deliver copies of the minutes of each council meeting to all members of Council prior to the next regular meeting; keep a register of all ordinances and resolutions, assigning them a number and arranging them in order of introduction, and shall assist in their indexing and codification; attest the signature of the Chair, Vice Chair or County Administrator on official instruments or documents. During the disability or extended absence of the Clerk, the Council may designate an acting clerk.

Sec. 2-27 – County Administrator

- (a) The Council shall employ an administrator, not a member of the Council, who shall be the chief administrative officer of the county government and shall be responsible for the administration of all the departments of the county government which the Council has the authority to control. The County Administrator shall be apolitical, refraining from participation in the election of the members of the employment council and from partisan political activities which would impair performance as a professional administrator. The Administrator shall be employed with regard to executive and administrative qualifications only, and need not be a resident of the county at the time of employment. The Administrator shall, however, become a resident of the county within a specific time period as determined by the Council and shall remain a resident of the county throughout the employment period. The term of the employment shall be for a definite term, or at the pleasure of the Council.
- (b) The authority and duties of the administrator shall include, without limitation:
  - I. To serve as the chief administrative and executive officer of the county government;
  - II. To execute the policies, directives and legislative actions of the Council;

- III. To direct and coordinate operational agencies and administrative activities of the county government;
  - IV. To supervise expenditure of appropriated funds;
  - V. To prepare annual, monthly, and other reports for Council on finances and administrative activities of the county;
  - VI. To be responsible for the administration of the county personnel policies including salary and classification plans approved by the Council;
  - VII. To be responsible for the employment and discharge of personnel in those departments in which the employment authority is vested in the County Council. This authority shall not extend to any personnel employed in departments or agencies under the direction of an elected official nor to personnel appointed.
  - VIII. To prepare annual operating and capital improvement budgets and submit them to the Council at such time as the Council determines is appropriate, including with the submission a statement describing the important features of the proposed budget such as all sources of anticipated revenue and the amount of tax revenue required to meet the financial requirements of the county. The administrator shall affix a certification stating that, in the administrator's opinion, the proposed budget does not exceed anticipated revenues for the period concerned and the administrator shall assure that there is full compliance;
  - IX. To execute on behalf of the Council official instruments and documents;
  - X. To take all actions to provide for the county's compliance with applicable laws and regulations, and to maintain the physical properties of the county in good and safe state of repair and condition; and
  - XI. To perform such duties and projects as may be required by Council
- (c) With the exception of organizational and administrative policies established by the Council, the County Administrator shall exercise no authority over any elected official of the county whose offices were created by the Constitution or by the general law of the State.
- (d) Except for the purposes of official Council inquiries and investigations, the Council shall deal with county officers and employees who are subject to the supervision of the County Administrator solely through the administrator, and neither the Council nor its members shall give directives or instructions directly to any such officers or employees.
- (e) During the extended absence or disability of the administrator, the Council shall designate another person to serve as acting administrator.

- (f) The administrator shall maintain high standards of integrity and confidence and adhere to the highest ethical and moral principles in the execution of duties. It shall be the duty to continue to keep abreast of advances and developments in county government administration. When the Council has established a policy in reference to any matter the county administrator is directed to execute and supervise that policy without further action by Council. In the event that any policies established by Council shall need changes or further definition it shall be the duty of the county administrator to recommend to County Council in writing the proposed changes or definitions. It shall be the duty of the County Administrator to promulgate, implement and execute administrative policies for the management of operational functions of county government, and to propose necessary legislative and public policies for adoption by Council in order that such policies shall be executed without further action by Council.
- (g) The County Administrator is authorized and directed to develop and require submission of activity reports from all departments and agencies at such intervals and in such form as the County Administrator shall determine.
- (h) The County Administrator shall devote full time to the administration of the county government. Outside employment is prohibited unless expressly approved by a majority vote of the members of Council.

## **OLD RULES OF PROCEDURES**

### Chapter 2 - ADMINISTRATION<sup>11</sup>

#### Sec. 2-21. - Council-supervisor form of government.

The county council does hereby adopt the council-supervisor form of county government. The terms and districts of the six existing council single-member districts shall remain as they now exist and a county supervisor shall be elected for a four-year term to commence on January 1, 2007. All members of the county council serving terms of office on the date the ordinance from which this section is derived becomes effective shall continue to serve the terms for which they were elected; and all members of the county council serving terms of office at this time shall continue to serve the terms for which they were elected.

(Ord. of 10-3-2005)

#### Sec. 2-22. - Elections.

Elections for members of council shall be held at the same times and places established pursuant to state law for general elections (Act 253 of 1979; Act 525 of 1982).



(Code 1998, § 2-103)

Sec. 2-23. - Single-member districts.

One member of council shall be elected from each of the six single-member districts established by Ord. No. 4-6-92, and shall be a qualified elector and resident of the district from which elected while serving on council.

(Code 1998, § 2-104; Ord. No. 4-6-92, 4-6-1992)

**State Law reference**— Council districts, S.C. Code 1976, §§ 4-9-90, 4-9-410.

Sec. 2-24. - Compensation of council.

Each member of council elected from a district shall be paid annual compensation in the amount established from time to time by ordinance, at the end of each month served. A member of council shall be reimbursed for actual expenses incurred in the conduct of official duties in accordance with policies approved by the council. No compensation shall be paid to a member of the council during suspension from office; provided that compensation shall be paid in full upon favorable termination of proceedings. Members of council shall be eligible for participation in county deferred compensation, retirement and health benefit plans on the same basis as county employees.

(Code 1998, § 2-105)

**State Law reference**— Salaries of councilmembers, S.C. Code 1976, § 4-9-100.

Sec. 2-25. - Duties and jurisdiction of standing council committees.

(a) *Enumerated.* The five standing committees of council and matters over which they have jurisdiction are as follows:

- (1) *Finance and operations.* The council committee on finance and operations shall have jurisdiction over the assessment and taxation of property; county appropriations and expenditures; budgeting and accounting methods and procedures; county bonds and indebtedness; capital improvements and programming; administrative activities; government organization and structure; appointments to boards and commissions; personnel policies and procedures; purchasing; equipment maintenance; and other related matters.
- (2) *Committee on planning and economic development.* The council committee on planning and economic development shall have jurisdiction over long range planning; land use and land use regulations; housing and building codes; subdivision regulations; street names; stormwater management and sediment control; drainage and flood control; intergovernmental relations; licenses and business regulations; economic development and recruitment; infrastructure planning; technical education; governmental rules and regulations; and other related matters.
- (3) *Committee on public works.* The council committee on public works shall have jurisdiction over county engineering; the maintenance of county roads; the acquisition and protection of rights-of-way for county roads and utilities; county buildings and grounds; county landfills and solid waste and convenience centers; animal control regulations and administration; and other related matters.
- (4) *Committee on justice and public safety.* The council committee on justice and public safety shall have jurisdiction over law enforcement; detention facilities; legislation and legal matters; courts; county public records; council rules and regulations; county fire prevention and protection programs; county emergency services; and other related matters.

- (5) *Committee on health and environmental protection.* The council committee on health and environmental protection shall have jurisdiction over health; welfare; county libraries; county museums; county historic and cultural activities; county parks and recreation; animals and wildlife; agricultural and forestry activities, matters and concerns; and other related matters.
- (b) *Appointment of chairperson.* The chairperson of the council shall, within ten days after the first regular meeting of council in January or as soon thereafter as practicable, with the approval of three additional members of council, appoint the standing committees of the council. The chairperson shall also appoint a member of each committee to serve as its chairperson; but no member of the council shall be appointed as chairperson of more than one standing committee.
- (c) *Terms of committee members.* Members of standing committees shall serve for a term of two years unless removed from the committee by the chairperson of the council with the consent of the member.
- (d) *Chairperson of the council ex-officio member of all committees.* The chairperson of the council shall be an ex-officio member of all standing committees. The chairperson of the council shall not be counted toward the determination of a quorum nor be entitled to vote on any committee of which the chairperson is only an ex-officio member. On all committees of which the chairperson is designated a member other than by being an ex-officio member, the chairperson shall be counted toward determining a quorum and be entitled to vote on all matters coming before the committee.
- (e) *Recall procedure for ordinance or resolution sent to committee.* Any ordinance or resolution which has been referred to a committee may be recalled by an affirmative vote of three members of the council.
- (f) *Recommendations and backup information included on regular council meeting agenda.* Committee agendas with backup information and committee recommendations shall be included in the agendas for regular council meetings; provided that, if any matter is considered by the majority of any committee to be an emergency, the delivery of such reports may be waived. In lieu thereof, copies must be furnished to each member of council at the time of said meeting.
- (g) *Committees not authorized to take action.* Committees are not authorized to take action on matters referred to them, but are to conduct studies, gather information and make recommendations to the council for appropriate action by the council.

(Ord. No. 2-21-05A, § 1, 2-21-2005)

Sec. 2-26. - Council duties concerning personnel.

- (a) The county council shall annually adopt in conjunction with the budget the Chester County Position and Classification List which shall identify by department, or agency each approved position and the grade for the position. The position and classification list may be revised during the fiscal year by the council by a duly adopted ordinance.
- (b) The county council shall by ordinance formally adopt organizational charts showing the agencies, departments, boards, commissions, and positions that have been established by the council and that are currently in effect. Any changes to this structure must be approved by the council by a duly adopted ordinance.
- (c) The Chester County Position and Classification List identified by department, or agency and each approved position and the grade for the position previously adopted is declared to be in effect.
- (d) The job descriptions previously adopted by the county council are hereby declared to be in effect. Any change to a job description must be approved by the council as a part of the budget process or be approved by the council by a duly adopted ordinance.

(Ord. No. 2-7-05, §§ 1—3, 2-7-2005; Ord. No. 10-15-12C, 10-15-2012; Ord. No. 11-05-12, 11-5-2012; Ord. No. 03-17-14, §§ 1—4, 3-17-2014)





STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF CHESTER                )

**Ordinance No. 2023-12**

**AN ORDINANCE TO AMEND ORDINANCE 2021-12**

**WHEREAS**, Chester County, South Carolina (the “County”), acting by and through Chester County Council (the “Council”), adopted Ordinance No. 2021-12, (the “Ordinance”), on December 6, 2021, approving the requirements for the County’s Executing and Delivering Development Agreements; and,

**WHEREAS**, Ordinance No. 2021-12 provided certain caveats that needed inclusion into a Development Agreement for Chester County; and

**WHEREAS**, to lessen the burden and impact on County services, the developer of such projects shall pay a proportionate Development Fee to Chester County; and

**WHEREAS**, Chester County Council wishes to determine the anticipated fee to conform to proper spending of such revenue as approved by this Council; and

**WHEREAS**, Chester County Council has determined that an appropriate fee for the development of single-family homes would not exceed the amount of Five Thousand Dollars and No Cents (\$5,000.00) and for the development of townhomes the appropriate fee would not exceed the amount of Three Thousand Dollars and No Cents (\$3,000.00);and

**WHEREAS**, the allocation of Development Fees shall be revisited during the fiscal budget process for revision and review; and

**WHEREAS**, Ordinance 2021-12 must also be amended in Section 5. *Additional Provisions, (a)* to state that the “*Administrator/Chairman*” shall be authorized to carry out the transactions authorized by Ordinance 2021-12. Current language indicates this shall be the “*Supervisor/Chairman*”.

**NOW THEREFORE BE IT ORDAINED THAT:**

Chester County Council does hereby amend Ordinance No. 2021-12 under Section 5(a) to delete the word “*Supervisor*” and insert the word “*Administrator.*” Chester County Council does also hereby amend Ordinance No. 2021-12 Exhibit A to add:

*Section V. Chester County Council has determined that an appropriate fee for the development of single-family homes would not exceed the amount of Five Thousand Dollars and No Cents (\$5,000.00) and for the development of townhomes the appropriate fee would not exceed the amount of Three Thousand Dollars and No Cents (\$3,000.00).*

SECTION 2: This ordinance shall take effect upon adoption.

Adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2023

1<sup>st</sup> Reading:            May 1, 2023  
2<sup>nd</sup> Reading:            \_\_\_\_\_  
3<sup>rd</sup> Reading:            \_\_\_\_\_  
Public Hearing:        \_\_\_\_\_

\_\_\_\_\_  
Joseph R. Branham, Chair  
Chester County Council

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



### **Proclamation for National Police Week 2023**

To recognize National Police Week 2023 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting Chester County and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Chester County Sheriff's Office, the Chester City Police Department, the Fort Lawn Police Department, and the Great Falls Police Department;

WHEREAS, since the first recorded death in 1786, there are currently 23,785 law enforcement officers in the United States who have made the ultimate sacrifice and been killed in the line of duty, including the following law enforcement officers who served Chester County or hailed from Chester County whose names are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC:

**Sheriff Elijah Nunn – March 17, 1809**

**W.A.R. Wilson – May 9, 1891 – Chester Police Department**

**James K. Marshall – Feb. 7, 1898 – Chester Police Department**

**James B. Waters – May 9, 1970 – Chester Sheriff's Office**

**William C. Doster – May 9, 1970 – Chester Sheriff's Office**

**Michael D. Laws – Oct. 10, 1980 – Chester Sheriff's Office**

**John R. Clinton – May 24, 1983 – SC Highway Patrol**

**John B. Cornwell, Jr. – Dec. 7, 1899 – SC State Constable – Shot attempting an arrest. Chester resident, assigned to Greenville County. His half-brother John Eli Cornwell was the Chester County Sheriff.**

**Arnold Reo Carter – June 18, 1956 – Born in Great Falls, Arnold R. Carter joined the SC Highway Patrol in 1954 and in 1956, transferred to Williamsburg County where he was killed in the line of duty.**

**Harry B. Ray – Sept. 7, 1958 – SC Highway Patrol – Originally from Chester County, he was shot and killed in Orangeburg County attempting an arrest.**

WHEREAS, 556 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this year, including 224 officers killed in 2022 and 332 officers killed in previous years;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags will be flown at half-staff within the County;

THEREFORE, BE IT HEREBY PROCLAIMED that the Chester County Council observes May 15-20, 2023, as National Police Week in Chester County, South Carolina, and publicly salutes the service of law enforcement officers in Chester County and in communities across our great nation.

**DONE IN MEETING DULY ASSEMBLED, 15<sup>th</sup> day of May 2023.**

**CHESTER COUNTY**

Mr. Joseph Branham  
Chairman, Chester County Council



# **Chester County Government**

## **Brian Hester, County Administrator**

### MEMORANDUM

**TO:** County Council

**FROM:** Brian Hester

**CC:**

**SUBJECT:** Administrator's Report for Week of May 1<sup>st</sup>, 2023

**DATE:** May 5, 2023

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I will start with an update on Commerce Drive. The proposal that was presented to the CTC on Monday May 1<sup>st</sup> for a new road to divert traffic from commerce drive going east onto Hwy 9 went to SCDOT for review. I met with Bill Coleman again on Wednesday May 3, 2023, at the Gateway Steering Committee meeting. He advised me that he had received news from SCDOT on the proposal. Unfortunately, SCDOT has stated that the proposal is not possible. Without going into detail, Bill thought this would not be an issue, however due to future SCDOT plans it is currently not an option. We discussed this with the gateway committee and discussed an alternate plan to make all the other upgrades and repairs to the county owned portion of the road that were proposed. Bill will work on a drawing to depict those changes and upgrades and have SCDOT approval before the CTC selects roads in November. I think the consensus is that Commerce needs attention on the first 250 foot which is county owned. I have been there numerous times and agree it needs our attention with the Gateway Center being our responsibility. I did speak with Bavin about the quick claim deed on the rest of the road and currently the owner does not want to proceed due to discussion with developers on the adjacent property which they own.

In reference to the Gateway Steering Committee priorities, Commerce Drive is being addressed as described above, the steering committee also proposed changes to their enabling act. I have met with them, reviewed the proposed changes, provided them with questions, revisions and a counter proposal to amendments. These have been agreed upon by the steering committee and will be presented to the council for consideration through process at the next meeting. Another topic was their high mast lighting project. Originally SCDOT would not let them deviate from the lighting proposal. The original proposal exceeded the budget for the lights and the steering committee was asking for assistance with the project. Since then, SCDOT has approved an alternative lighting scheme that would allow the steering committee to





# **Chester County Government**

## **Brian Hester, County Administrator**

### **MEMORANDUM**

move forward with the high mast lighting project within budget. This addresses all of their current priorities to the council.

Just as an FYI, I don't know if anyone noticed the work going on in council chambers, but we have patched some holes and the paint did not match. The council chambers will be re-painted to look as it should before the next council meeting.

Attached you will also find information that was provided by an independent source from Chester County, regarding the fire Service. It is interesting that this information came to me after the budget presentation and was not a factor in that presentation for a county wide fire service vision. This document dates back to 2017 but still holds true today. I urge you all to read it closely and we can discuss it further in the future.

I have attached an update on the Walkers Mill PD. This update came as a request from the council for an update regarding planned development. (See attached document from Mike Levister on Walkers Mill PD)

On another note, I received a call this week from Dr. Sutton (school superintendent) regarding options presented to the council during the budget workshop on how to pay for full-time fire service at Richburg. I would expect him to be present along with school board members during one of the workshops when that discussion arises again. I advised him that I would inform him of the date the topic would be on the agenda for discussion.

That's all for this week. Next week I will provide updates on Meadowbrook Road, Discovery road, and Ward road. I will also provide updates on items presented to me from members of council regarding road signs.

Have a great weekend.



## MEMO

**TO:** Members of County Council

**FROM:** Mike Levister

**DATE:** May 2, 2023

**RE:** Council Member Request

During the Council workshop on April 25, 2023, Council Member Pete Wilson requested an update on the Walkers Mill Planned Development Project located on Edgeland Road. We contacted the project manager, (Skyler Hill) with Lennar Homes on April 27, 2023. He stated that they are working on getting the bond estimate updated/finalized to submit to the County for approval by the County Attorney and County Council. They also have had some issues obtaining brass related water material but expect to have what they need to move forward with testing Phase 1 by June/July according to the contactor. They also have paving slotted to be completed with Phase 1 by the end of May with hopes of completing the Edgeland Road improvements during the same time frame. They had a few utility conflicts that might push the paving of the road improvement into June. The construction team plans to start homes around the first of October to allow enough time to get the necessary permits to operate the water and sewer. Their goal is to roughly build 5 homes a month, but that could increase depending on the economy and how the sales pace goes.



# **Chester County Government**

## **Brian Hester, County Administrator**

### **MEMORANDUM**

**TO:** County Council

**FROM:** Brian Hester

**CC:**

**SUBJECT:** Administrator's Report for Week of May 8<sup>th</sup>, 2023

**DATE:** May 8, 2023

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This report is a little early this week but wanted to provide some updates on questions from the last council meetings with regards to a few roads and Meadowbrook Road lighting. (see attached document)

I have also received some interaction from attorneys representing the two PD's that are up for second reading regarding negotiations of the developmental fees. I have asked our county attorney to respond to them with our counter proposal. If anyone would like an update on that, please feel free to contact me directly.

Thank you

**Ward Drive** –A gravel road maintained by Chester County Roads dept.

The length is 0.220 (miles) in district 6 and has been assessed by Public Works.

Potholes will be repaired and vegetation to be cut back scheduled to be done week of 5/8 -5/12.

**Discovery Road** – A Paved Road maintained by Chester County Roads Dept.

The length is 0.500 (miles) and 16ft in width in District 3 has been assessed by Public Works. The road has a few older patched potholes. Any needed patch work will be performed this month.

**Meadow Brook Road streetlight.** A SCDOT road at the intersection of Nelson Road.

Public works has assessed this project and is in the process of meeting Duke Energy Engineer there when schedule permits.

Plans are to verify a light can be installed, cost of installation and monthly Fee.

### **Other**

Request to John Agee from Hunting Oaks Subdivision homeowners concerning Old Richburg Road with large trucks traveling the road making it hazardous for homeowners.

This road is a SCDOT road, which CC Public works doesn't have jurisdiction to place a sign on their right of way. I have asked the public works to go out and observe some of the traffic at different times to try and gain a better understanding of the complaint. If this rises to the level of action needed, it will need to go to the county council and an ordinance be approved. Then a request sent to SCDOT.

**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.

-----**(SPACE ABOVE THIS LINE FOR RECORDING USE)**-----

**SOUTH CAROLINA** ) **DEVELOPMENT AGREEMENT**  
 ) **RICHBURG MEADOWS**  
**CHESTER COUNTY** )

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of May \_\_\_\_, 2023 (“Agreement Date”), by and among **FIELDING HOMES, LLC/DRB GROUP** a Delaware corporation (“Developer”), and the **CHESTER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate, a political subdivision of the State of South Carolina (“State”), each a “Party,” collectively “Parties.”

**RECITALS**

**WHEREAS**, Developer has obtained the right to acquire certain real property consisting of approximately +/- 287 acres, located in County and known as the Magnolia Trace development and more fully described in Section 1.04 of this Agreement (“Property”); and

**WHEREAS**, Developer has applied to County requesting that the Property be rezoned to Planned Development (PD); and

**WHEREAS**, Developer and County have determined that it is in the best interests of County and Developer to enter this Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to County and Developer on the scope and terms of the development; and

**WHEREAS**, Developer desires to obtain from County in connection with the development, and County is willing to provide, assurances: (1) that the Property will be zoned Planned Development (PD) for the duration of this Agreement, (2) that at receipt of Developer’s development and construction permits, Developer may proceed with the planned development and construction, and (3) that the Development Rights (defined below) will be vested for the duration of this Agreement; and

**WHEREAS**, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development in County, thus providing benefits to the citizens of County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement:

**NOW, THEREFORE,** in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including -160, as amended (collectively, “Act”) and Chester County Ordinance No. 2021-12 (“Ordinance No. 2021-12”), the parties to this Agreement, intending to be legally bound, agree as follows:

## **ARTICLE I GENERAL**

**Section 1.01. Incorporation.** The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

### **Section 1.02. Definitions.**

(A) In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings:

- (1) “County Council” means the governing body of County.
- (2) “Development Rights” means the right of Developer to develop all or part of the Property in accordance with this Agreement.
- (3) “Ordinance No. 2021-12” means Ordinance No. 2021-12 of County which is cited as the Development Agreement Ordinance for Chester County, South Carolina.
- (4) “UDO” means the Land Development Ordinance, enacted June 3, 1996, as amended to be the most current adopted version on file with the County.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 2021-12 or the UDO.

**Section 1.03. Parties.** The Parties to this Agreement are County and Developer.

**Section 1.04. Property.** This Agreement applies to two parcels of land identified as Tax Map Nos. 114-00-00-015-000 and 114-00-00-059-000, which is reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

**Section 1.05. Zoning.** The Property is currently zoned Limited Industrial District (ID-2) and approximately 180 acres is anticipated to be rezoned Planned Development (PD) pursuant to Ordinance No. 2022-\_\_\_\_\_.

### **Section 1.06. Development Program.**

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all standards contained in the most current version of the UDO unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control. The Development Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

#### **Section 1.07. Development Schedule.**

(A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall (i) commencement of construction occur on or after a date that is two years from the Agreement Date. Without modification, the Developer must apply for and be approved for the appropriate building permits within two years from the Agreement Date or the zoning will revert back to the original classification.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective 60 days from receipt by the Clerk to Council unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 60-day period.

**Section 1.08. Relationship of Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

### **Section 1.09. Benefits and Burdens.**

(A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to County of the transfer of property to a developer in the manner prescribed in section 3.05.

(C) Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property when Developer acquires title to or Development Rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement, and (iii) acknowledge agricultural activities, including, but not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and the sale of farm products may be practiced and take place in the area of the Property. The Developer stipulates and will include such notice of agricultural activities in the homeowners' association documents and restrictive covenants, and more specifically in a standalone restrictive covenant, for the Property so all subsequent owners are aware of such agricultural activities. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

**Section 1.10. Term.** The term of this Agreement commences on the Agreement Date and terminates ten (10) years thereafter, such that at the end of the 10-year term, Developer no longer has any Development Rights, vested rights, and/or any other rights in the Property that arise out of or relate to this Agreement.

**Section 1.11. Required Information.** Ordinance No. 2021-12 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

### **Section 2.01. Representations and Warranties of County.**

(A) County has found that the development permitted by this Agreement is consistent with County's comprehensive plan and UDO.

(B) County has approved this Agreement by adoption of Ordinance No. 2022-\_\_ in accordance with the procedural requirements of the Act, Ordinance No. \_\_ and any other

applicable state law.

(C) County represents that prior to the final reading of Ordinance No. 2022-\_\_\_\_ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

### **Section 2.02. Representations and Warranties of Developer.**

(A) Developer represents that the number of acres of highland contained in the Property is greater than 250 acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

(C) Developer represents and warrants that the execution, delivery, and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of Developer.

## **ARTICLE III DEVELOPMENT RIGHTS**

### **Section 3.01. Vested Right to Develop.**

(A) County agrees that Developer, upon receipt of its development permits as identified in section 3.04, may proceed to develop the Property according to this Agreement and the UDO. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when Developer has complied with all requirements of section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to this Agreement, for the term of this Agreement.

(C) Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022-\_\_\_\_, the UDO and the terms of this Agreement if and only if Developer has complied with all the requirements of section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) Developer acknowledges that County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be

installed, tested and in acceptable condition before final plat approval.

**Section 3.02. Effect on Vested Rights Act and County Ordinance No. [1].** The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated sections 6-29-1510 through and included –1560, as amended, or the provisions of Ordinance No. [1], County’s ordinance relating to the Vested Rights Act.

**Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.**

(A) It is recognized that laws and regulations will periodically change. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth in this Agreement.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

(C) Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by County.

**Section 3.04. Development Permits.**

(A) Notwithstanding this Agreement, Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Site Plan approval;
- (2) Preliminary plan approval
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

**Section 3.05. Non-Transfer of Development Rights.** Developer is not permitted to transfer its Development Rights to other developers. This provision does not apply to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not Developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy. Any purported transfer of rights to a subsequent developer is a breach of, and voids, this Agreement.

#### ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

**Section 4.01. Purpose of Article.** The Parties understand and agree that Development of the Property imposes certain burdens and costs on County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may, but are not necessarily guaranteed to, meet, or exceed the burdens and costs placed on County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of County. The purpose of this article is to identify the matters agreed upon to be provided by Developer to mitigate such burdens and costs.

**Section 4.02. Other Charges or Fees.**

(A) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

(B) All units and attached dwellings shall be subject to a development fee in the amount of \$5,000 per lot, payable by the building permit applicant to the County at the time of issuance of each respective building permit.

**Section 4.03. Infrastructure and Services.** The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to County road system



or serving as a necessary component for the proper development of County road system. County will not accept the roads within the Property into County road system for any other purpose, including, but not limited to, maintenance.

(B) Potable Water, Sewage Treatment, and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by one or more of the following Chester Municipal District, Chester Wastewater Recovery, and/or some other public or private entity. County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. Developer acknowledges that County has no authority or responsibility for providing potable water services or sewer services in County and that each service provider is a separate apart and distinct from County over which County has no control.

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Solid Waste Collection. County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in County. It is understood and acknowledged that County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(E) Fire Services. The Property is in Richburg Fire Protection District service area and fire services will be provided by the Richburg Fire Protection District, or its successor entities.

(F) School Services. Public school services are now provided by the Chester County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in County.

## ARTICLE V MISCELLANEOUS

**Section 5.01. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national "next day" delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To County: Chester County, South Carolina  
Attn: Brian Hester, County Administrator  
1476 J.A. Cochran Bypass (hand delivery/courier service)  
Post Office Box 580  
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

Winters Law Firm  
Attn: Joan E. Winters, Esq.  
105 Main Street (hand delivery/courier service)  
Post Office Box 127  
Chester, South Carolina 29706

And to Developer: DRB Group  
Attn: Doug Alles, Entitlement Manager  
227 West Trade Street, Suite 1610  
Charlotte, NC 28202

With a Copy to: Morton & Gettys, LLC  
Daniel J. Ballou, Esquire  
301 E. Main St., Suite 300 (29730)  
P.O. Box 707 (29731)  
Rock Hill, SC

#### **Section 5.02. Amendments.**

(A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) An amendment to this Agreement with the exceptions identified for Exhibit B, must be processed, and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

**Section 5.03. Periodic Review.** At least every 12 months, the Planning Director for County, or the designee of the Planning Director for County, must review compliance with this Agreement by Developer. At the time of review Developer must demonstrate good faith compliance with the terms of the Agreement.

**Section 5.04. Breach of Agreement.**

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for County, or the Planning Director's designee, determines that Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for County shall serve notice in writing, within a reasonable time after the periodic review, on Developer setting forth the nature of the breach and the information supporting the determination, and providing Developer a reasonable time in which to cure the breach.

(B) If Developer fails to cure the breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then County may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, County Council must first give Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

**Section 5.05. Enforcement.** The Parties shall each have the right to enforce this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

**Section 5.06. No Third-Party Beneficiary.** The provisions of this Agreement may be enforced only by the Parties. No other persons, natural or corporate, shall have any rights hereunder.

**Section 5.07. Recording of Agreement.** The Parties agree that Developer shall record this Agreement with County Clerk of Court within 14 days of the date of execution of this Agreement.

**Section 5.08. Administration of Agreement.** County is the only local government that is a party to this Agreement and County is responsible for the Agreement's administration.

**Section 5.09. Effect of Annexation and Incorporation.** The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in any municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

**Section 5.10. Estoppel Certificate.** Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified,

or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**Section 5.11. Entire Agreement.** This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

**Section 5.12. Covenant to Sign other Documents.** County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

**Section 5.13. Construction of Agreement.** The Parties agree that each party 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 shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 5.14. Assignment.** The rights, obligations, duties, and responsibilities devolved by this Agreement on or to Developer are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of section 1.09 and section 3.05. County may assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to County to any other person, firm, corporation, or entity.

**Section 5.15. Governing Law; Jurisdiction; and Venue.**

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 6<sup>th</sup> Judicial Circuit of the State of South Carolina.

**Section 5.16. Counterparts.** This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**Section 5.17. Eminent Domain.** Nothing contained in this Agreement shall limit, impair, or restrict County's right and power of eminent domain under the laws of the State.

**Section 5.18. Severability.** If any provision in this Agreement or the application of any

provision of this Agreement is unenforceable, then that unenforceability shall apply only to the unenforceable provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the unenforceable provision would prevent or materially impair County's and Developer's right or ability to complete performance of this Agreement, then the Parties agree to use their best efforts to renegotiate that provision to provide the affected party with the ability completely to perform this Agreement.

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) County and Developer have each executed the Agreement, and (ii) Developer has delivered to County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., June 20, 2023, then this Agreement is automatically terminated without further action of either County or Developer. The obligation of Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

(C) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer 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 Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 5.20. Indemnification Covenants.**

(A) Except as provided in paragraph (d) below, the Developer 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 Developer shall reimburse the County for all its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Developer shall pay the County within 30 days of receipt of the statement. The Developer 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 Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Developer shall resist or defend against such claim on behalf of the Indemnified Party, at the Developer's expense. The Developer 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 Developer 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 Developer 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 Developer 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 Developer notice, reasonable under the circumstances, to defend or otherwise respond to a claim.

#### **Section 5.21. General Terms and Conditions.**

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land.

(B) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

(C) Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herein.

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

**IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.**

WITNESSES:

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

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

DEVELOPER:

**DRB GROUP**

A Delaware Corporation

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

Its:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

[], who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

WITNESSES:

\_\_\_\_\_  
Carolina

Name:

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

COUNTY:

**CHESTER COUNTY, SOUTH CAROLINA,**  
a political subdivision of the State of South

\_\_\_\_\_  
By: Brian Hester  
Its: County Administrator

[COUNTY SEAL]

Attest:

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

**SOUTH CAROLINA**

)

**ACKNOWLEDGMENT**

**CHESTER COUNTY**

)

)

Brian Hester, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]



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

[TO BE COMPLETED PRIOR TO EXECUTION]

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT B**  
**DEVELOPMENT PROGRAM**

1. *Master Plan*: The Master Plan shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Master Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District*: The Property, once rezoned, will be in the [] zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement

3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Master Plan.

4. *Prohibited Uses*: The following uses shall not be permitted on the Property regardless of the provisions contained in the UDO: gas station, vape lounge, and gaming.

5. *Dimensional Requirements*: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the UDO and noted in the table below.

**MODIFIED MINIMUM DIMENSIONAL STANDARDS\***

60' Width minimum	7000 sq ft.	2.25 units per acre	25' Front Setback 25' Rear Setback	10' Side Setback	50' Setback from adjoining property

\*In addition to the lot dimensions referenced above, the residential garage shall be set back a minimum of [] feet from the front façade of the house or [] from the edge of the right-of way for front-loaded single-family detached homes and townhomes, whichever is greater. Placement of single-family detached homes and townhome units shall be staggered.

6. *Maximum Development Intensity*: The maximum number of residential units on the Property shall be limited as specified below in the table.

2.25 units	Per acre

7. *Residential Section – Site Layout and Architecture*

- a. General Site Layout:
  - b. Architecture: Homes shall be constructed with a mix of materials including brick, stone, and/or cementitious siding (*i.e.*, Hardie). Vinyl siding shall not be permitted as a primary wall material but may be used for minor accent areas.
8. *Commercial Section-Site Layout and Architecture:*
- a. General Site Layout:
  - b. Architectural Design and Materials:
9. *Open Space and Landscaping*
- a. Open Space Quantity and Design:
  - b. Open Space Amenity Features (including timing):
  - c. Tree Preservation and Protection:
  - d. Buffers:
  - e. Pump Station Screening:
  - f. Landscaped Medians:
  - g. BMP Design/Landscaping:
10. *Transportation:*
- a. Offsite Improvements:
  - b. Onsite Improvements:

11. *Modification of Development Program:* It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

a. **Minor Modifications:** Minor Modifications are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Master Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. **Moderate Modifications:** Moderate Modifications are those modification to the Master Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes or are modifications

to the text of Exhibit B that do not reflect the inclusion of new land use categories, increases to maximum dwelling units or square footage allowances. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved

Moderate Modifications shall be recorded by Developer and made an amendment to Exhibit B.

c. Major Modifications: Major Modifications are those that do not qualify as either a Minor or Moderate Modification, such as a substantive changes in the location of land uses or the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT C**  
**DEVELOPMENT SCHEDULE**

[TO BE COMPLETED PRIOR TO EXECUTION]

This estimated Development Schedule is subject to update according to section 1.07.

Notwithstanding any other part of this Agreement, Property's development is limited to 400 residential units.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT D**  
**REQUIRED INFORMATION**

The Act and Ordinance No. [] require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. [].

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, [owner], is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

(B) *the duration of the agreement which must comply with section 6-31-40 of the Act.* See section 1.10.

(C) *a representation by Developer of the number of acres of highland contained in the property subject to the agreement.* See section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height.* See section 1.06.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by Developer.* See article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer shall comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.* See section 3.04.

(I) *a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with County's comprehensive plan and land development regulations.* See section 2.01(A).

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures.* Developer shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See section 1.07 and Exhibit C.

(L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See section 5.08.

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of County Code of Ordinances, or both. See section 3.01(B) and Exhibit E.

(N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See section 5.09.

(P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement. See section 5.02.

(Q) a provision for periodic review, consistent with the provisions of section 8 of Ordinance No. []. See section 5.03.

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of section 9 of Ordinance No. []. See section 5.04.

(S) a provision that Developer, within 14 days after County executes the Agreement, will record the Agreement with County Clerk of Court. See section 5.07.

(T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, County and Developer. See section 1.09(A).

(U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See section 1.09(B), section 3.05, and section 5.14.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT E**  
**LAWS AND LAND DEVELOPMENT REGULATIONS**

1. Ordinance No. 2022-[] zoning the Property as [].
2. Ordinance No. 2022-[], approving this Development Agreement.
3. Ordinance No. 2022-[], the Development Agreement Ordinance.
4. Unified Development Ordinance of Chester County: Land Development Ordinance, enacted June 3, 1995, as amended as of the Agreement Date (“UDO”). The UDO includes Ordinance No. 2021-12, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Chester County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.
5. Land Development Regulations of Chester County: *See* Unified Development Ordinance of Chester County.
6. Zoning Ordinance, enacted April 6, 1998, as amended.
7. Article [], Chapter [], Chester County Code of Ordinances [] [] [].

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]



**EXHIBIT F**  
**FORM REQUEST TO MODIFY DEVELOPMENT SCHEDULE**

STATE OF SOUTH CAROLINA ) ) COUNTY OF CHESTER )	<b>ADDENDUM</b> <b>TO</b> <b>DEVELOPMENT AGREEMENT</b>
---	--

**THIS ADDENDUM TO A DEVELOPMENT AGREEMENT (“Addendum”)** is made effective on the

**[insert recording date of Addendum]**

, by Chester County, a political subdivision of the State of South Carolina, and

**[insert *Company Name*, a \_\_\_\_\_ company, or its successor or assign]**

RECITALS

**WHEREAS**, [*Company Name*], a \_\_\_\_\_ company (the “Property Owner”), is a party to that certain Development Agreement with CHESTER COUNTY, SOUTH CAROLINA (the “County”), effective date of \_\_\_\_\_, 20[ ], recorded on \_\_\_\_\_, 202[ ] in the office of Chester County Clerk of Court in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Development Agreement”); and

**[if applicable, insert successor or assign of \_\_\_\_\_ as a Developer pursuant to an Assignment]**

**WHEREAS**, the Development Agreement is appurtenant to and runs with that certain real property situate in Chester County, South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

**WHEREAS**, without limitation, Section 1.07. of the Development Agreement establishes a vested right in a Development Schedule, together with commencement, interim completion, and completion dates for development of the Property in accordance with the terms of the Development Agreement; and

**WHEREAS**, without limitation, Section 1.07. of the Development Agreement provides that the

**[insert either Property Owner or Developer]**

(hereinafter the “Petitioner”) may request a modification in the Development Schedule of Section 1.07. of the Development Agreement; and

**WHEREAS**, Section 1.07. of the Development Agreement further provides that where the Petitioner demonstrates that there is good cause to modify the Development Schedule, the County

shall approve such request within 45 days of its submittal, and that such modification shall not constitute or require an amendment of the Development Agreement; and

**WHEREAS**, the Petitioner has requested, and the County has approved, a modification in the Development Schedule of Section 1.07. of the Development Agreement as more specifically set forth herein below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

**NOW, THEREFORE**, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07. of the Development Agreement as follows:

**1. Modification of Development Phasing Schedule.** The Development Schedule for the Addendum Property shall hereby be modified as follows:

**[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]**

**2. Approval by County.** This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning Director’s signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

\_\_\_\_\_  
**[insert name]** Planning Director’s Dated Stamp of Approval  
Chester County Planning Director

**3. Effect of Modification of Development Phasing Schedule.** Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

**4. Recording Required.** This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County’s approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

**5. Authority.** The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

**[insert Section 6. only if Petitioner is not \_\_\_\_\_ [company name] \_\_\_\_\_ or its successor in corporate interest]**

**6. Consent by Property Owner.** The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:

Witness:

**Property Owner:**

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

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named \_\_\_\_\_, (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (Property Owner), \_\_\_\_\_ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
County, State of \_\_\_\_\_

\_\_\_\_\_  
(Witness #1 sign here)

My Commission Expires: \_\_\_\_\_

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]



**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  X. If you checked yes, draw locations of structures on plat or blank paper.

**PLEASE PRINT:**

Applicant(s): Fielding Homes, LLC and The Isaacs Group (Benji Layman)  
 Address 227 W. Trade Street Suite 1610 Charlotte, NC 28202 8720 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] [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.

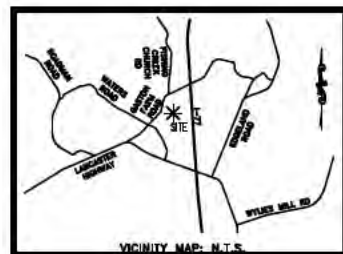
The development will have an HOA and will have covenants. This will provide direction on all easement information as well as maintenance responsibilities for common open space as well as maintenance for storm water ponds. The covenants will be recorded to assure compliance.

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.

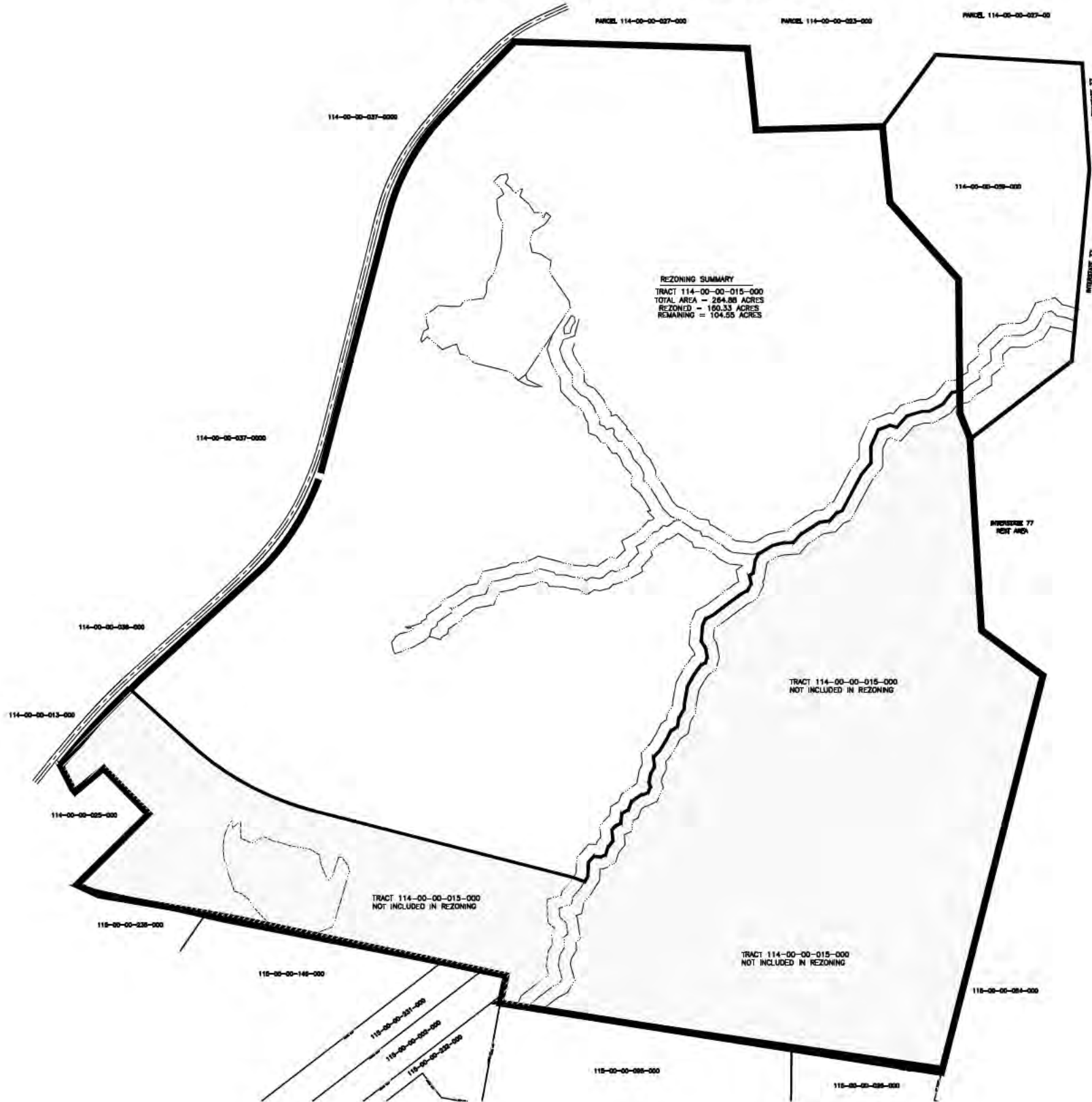
The approach with this project has been a little different than other proposed developments in the market today. This project proposes a nice product on lots that are a little wider and bigger than other PD development and built at a lower density. The lot layout has been based on the natural features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

# HICKLIN SUBDIVISION

CHESTER COUNTY, SOUTH CAROLINA



DEVELOPMENT DATA  
 PROPOSED ZONING: RD  
 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

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

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

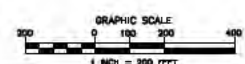
File # 2021-02280 Date 12/21 Project Exp. P/L

Design By P/L  
 Drawn By P/L/CH  
 Date 1/20/22

**ISAACS**  
 CIVIL ENGINEERING DESIGN AND SURVEYING

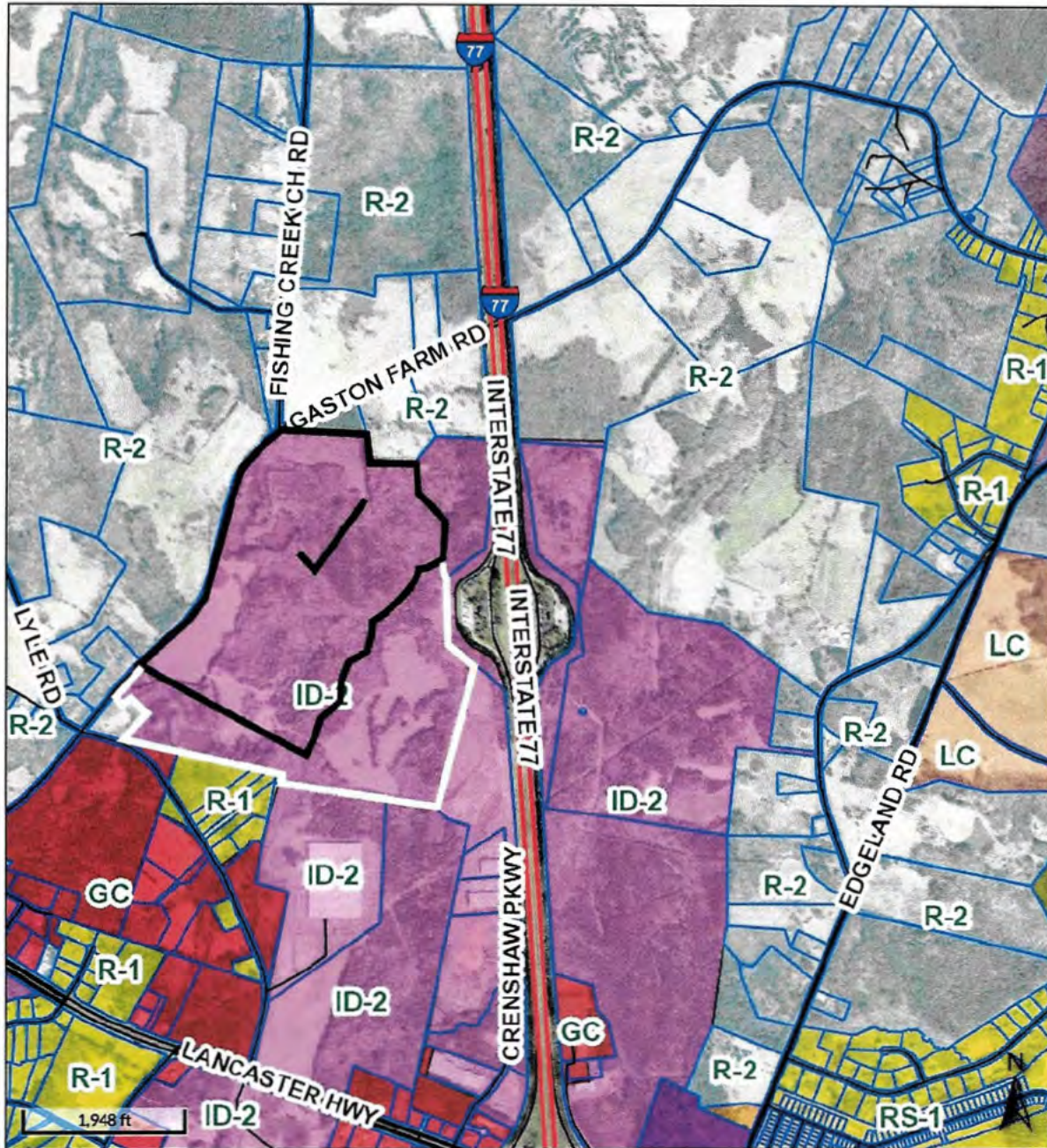
8720 RED OAK BOULEVARD, SUITE 420  
 CHARLOTTE, N.C. 28217  
 PHONE (704) 597-5449 FAX (704) 597-5555

**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)

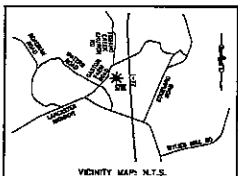
Home Office:  
119 Brookstown Ave., Suite PH1  
Winston-Salem, NC 27101  
Main: 336.744.1636; Fax: 336.458.9377

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 PARCEL: 116-00-00-010-000, 114-00-00-004-000  
 FULL LOT WITH SHOW: 80 FT.  
 FRONT SETBACK: 30 FT.  
 REAR SETBACK: 30 FT.  
 SIDE SETBACK: 30 FT.  
 DISTANCE FROM ADJACENT PROPERTY: 20 FT.  
 TOTAL SETBACKS: 120 FT.  
 AREA TO BE REZONED: 2.55 ACRES  
 TOTAL NUMBER OF LOTS: 400 (THIRTY-NINE (39) ARE 70' WIDE  
 PROPOSED LOTS: 350 LOTS  
 MAX. LOT AREA: 3,500 SQ. FT.  
 G.L.S. REQUIRED: NONE  
 G.L.S. PROVIDED: NONE  
 UTILITIES: (WELLS, SEWER, POWER, WATER, AND OTHER OPEN AREAS)  
 PUBLIC WELLS AND SEWER

**LEGEND**

70' WIDE LOTS

NOT INCLUDED IN THIS REZONING

PROPOSED SFP

**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 CEMENT CONCRETE, STONE AND CONCRETE BLOCK.
- WALLS, SFPs OR ROOFINGS MAY NOT BE USED AS AN EXTERIOR FINISHING MATERIAL FOR SINGLE FAMILY ATTACHED OVERLAND UNITS CONSTRUCTED ON THE SITE. EXTERIOR FINISHING MATERIALS SHALL BE FINISHED WITH PORTLAND CEMENT CONCRETE, STONE, STONE BLOCK, BRICK, TILE AND STUCCO. ADDITIONALLY, MATERIALS MAY BE USED IN TRIM AND GARAGE DOORS.
- 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 DEPARTMENTS.

**STORMWATER AND EROSION CONTROL:**

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

**FINISHING:**

- EACH LOT SHALL HAVE A DRIVEWAY AND SFP UNOBSTRUCTED 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/SIGNAL IMPROVEMENTS:**

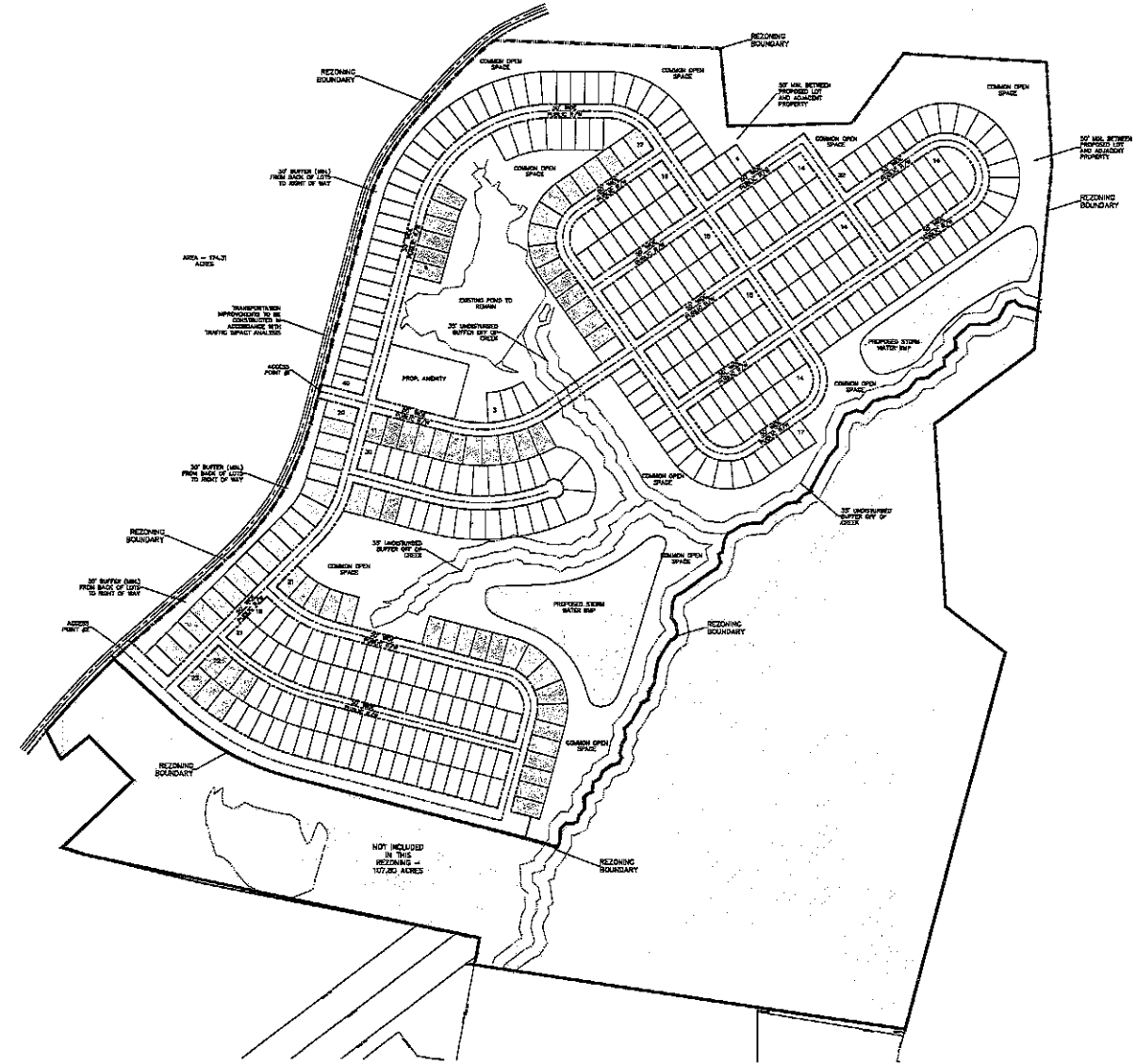
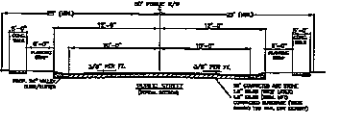
- TRAFFIC SIGNAL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE TRAFFIC ANALYSIS STUDY REPORT, WHICH IS SUBMITTED WITH THIS PLAN.

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

**DESIGNER: TERRY HENNING**  
 ADDRESS: 1000 WEST WASHINGTON STREET  
 ADDRESS: 200 W. 100th STREET SUITE 100 CHARLOTTE, NC 28203  
 PHONE: 704-734-7000

**FILE NUMBER/SUBDIVISION: THE HICKLIN GROUP, P.L.C.**  
 CONTACT: BRYAN LAYMAN (BRYAN@HICKLINGROUP.COM)  
 ADDRESS: 800 THE HICKLIN GROUP, SUITE 400, CHARLOTTE, NC 28207  
 PHONE: 704-372-3410

**FOR INFORMATION OF APPROVED:**  
 THE DESIGNER SHALL BE RESPONSIBLE FOR ALL OF THE INFORMATION PROVIDED ON THIS PLAN.



PRELIMINARY FOR REVIEW PURPOSES ONLY

**HICKLIN SUBDIVISION**  
 CHESTER COUNTY, SOUTH CAROLINA

**SITE PLAN**

DATE: 12/15/2020  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1" = 200'

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

**RZ1.0**







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.**



-----**(SPACE ABOVE THIS LINE FOR RECORDING USE)**-----

**SOUTH CAROLINA** ) **DEVELOPMENT AGREEMENT**  
 ) **RICHBURG MEADOWS**  
**CHESTER COUNTY** )

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of May \_\_\_\_, 2023 (“Agreement Date”), by and among **FIELDING HOMES, LLC/DRB GROUP** a Delaware corporation (“Developer”), and the **CHESTER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate, a political subdivision of the State of South Carolina (“State”), each a “Party,” collectively “Parties.”

**RECITALS**

**WHEREAS**, Developer has obtained the right to acquire certain real property consisting of approximately +/- 287 acres, located in County and known as the Magnolia Trace development and more fully described in Section 1.04 of this Agreement (“Property”); and

**WHEREAS**, Developer has applied to County requesting that the Property be rezoned to Planned Development (PD); and

**WHEREAS**, Developer and County have determined that it is in the best interests of County and Developer to enter this Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to County and Developer on the scope and terms of the development; and

**WHEREAS**, Developer desires to obtain from County in connection with the development, and County is willing to provide, assurances: (1) that the Property will be zoned Planned Development (PD) for the duration of this Agreement, (2) that at receipt of Developer’s development and construction permits, Developer may proceed with the planned development and construction, and (3) that the Development Rights (defined below) will be vested for the duration of this Agreement; and

**WHEREAS**, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development in County, thus providing benefits to the citizens of County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement:

**NOW, THEREFORE,** in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including -160, as amended (collectively, “Act”) and Chester County Ordinance No. 2021-12 (“Ordinance No. 2021-12”), the parties to this Agreement, intending to be legally bound, agree as follows:

## ARTICLE I GENERAL

**Section 1.01. Incorporation.** The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

### **Section 1.02. Definitions.**

(A) In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings:

- (1) “County Council” means the governing body of County.
- (2) “Development Rights” means the right of Developer to develop all or part of the Property in accordance with this Agreement.
- (3) “Ordinance No. 2021-12” means Ordinance No. 2021-12 of County which is cited as the Development Agreement Ordinance for Chester County, South Carolina.
- (4) “UDO” means the Land Development Ordinance, enacted June 3, 1996, as amended to be the most current adopted version on file with the County.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 2021-12 or the UDO.

**Section 1.03. Parties.** The Parties to this Agreement are County and Developer.

**Section 1.04. Property.** This Agreement applies to two parcels of land identified as Tax Map Nos. 114-00-00-015-000 and 114-00-00-059-000, which is reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

**Section 1.05. Zoning.** The Property is currently zoned Limited Industrial District (ID-2) and approximately 180 acres is anticipated to be rezoned Planned Development (PD) pursuant to Ordinance No. 2022-\_\_\_\_\_.

### **Section 1.06. Development Program.**

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all standards contained in the most current version of the UDO unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control. The Development Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

#### **Section 1.07. Development Schedule.**

(A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall (i) commencement of construction occur on or after a date that is two years from the Agreement Date. Without modification, the Developer must apply for and be approved for the appropriate building permits within two years from the Agreement Date or the zoning will revert back to the original classification.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective 60 days from receipt by the Clerk to Council unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 60-day period.

**Section 1.08. Relationship of Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

### **Section 1.09. Benefits and Burdens.**

(A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to County of the transfer of property to a developer in the manner prescribed in section 3.05.

(C) Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property when Developer acquires title to or Development Rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement, and (iii) acknowledge agricultural activities, including, but not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and the sale of farm products may be practiced and take place in the area of the Property. The Developer stipulates and will include such notice of agricultural activities in the homeowners' association documents and restrictive covenants, and more specifically in a standalone restrictive covenant, for the Property so all subsequent owners are aware of such agricultural activities. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

**Section 1.10. Term.** The term of this Agreement commences on the Agreement Date and terminates ten (10) years thereafter, such that at the end of the 10-year term, Developer no longer has any Development Rights, vested rights, and/or any other rights in the Property that arise out of or relate to this Agreement.

**Section 1.11. Required Information.** Ordinance No. 2021-12 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

### **Section 2.01. Representations and Warranties of County.**

(A) County has found that the development permitted by this Agreement is consistent with County's comprehensive plan and UDO.

(B) County has approved this Agreement by adoption of Ordinance No. 2022-\_\_ in accordance with the procedural requirements of the Act, Ordinance No. \_\_ and any other

applicable state law.

(C) County represents that prior to the final reading of Ordinance No. 2022-\_\_\_\_ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

### **Section 2.02. Representations and Warranties of Developer.**

(A) Developer represents that the number of acres of highland contained in the Property is greater than 250 acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

(C) Developer represents and warrants that the execution, delivery, and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of Developer.

## **ARTICLE III DEVELOPMENT RIGHTS**

### **Section 3.01. Vested Right to Develop.**

(A) County agrees that Developer, upon receipt of its development permits as identified in section 3.04, may proceed to develop the Property according to this Agreement and the UDO. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when Developer has complied with all requirements of section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to this Agreement, for the term of this Agreement.

(C) Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022-\_\_\_\_, the UDO and the terms of this Agreement if and only if Developer has complied with all the requirements of section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) Developer acknowledges that County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be

installed, tested and in acceptable condition before final plat approval.

**Section 3.02. Effect on Vested Rights Act and County Ordinance No. [ ]**. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated sections 6-29-1510 through and included –1560, as amended, or the provisions of Ordinance No. [ ], County’s ordinance relating to the Vested Rights Act.

**Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.**

(A) It is recognized that laws and regulations will periodically change. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth in this Agreement.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

(C) Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by County.

**Section 3.04. Development Permits.**

(A) Notwithstanding this Agreement, Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Site Plan approval;
- (2) Preliminary plan approval
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

**Section 3.05. Non-Transfer of Development Rights.** Developer is not permitted to transfer its Development Rights to other developers. This provision does not apply to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not Developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy. Any purported transfer of rights to a subsequent developer is a breach of, and voids, this Agreement.

#### ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

**Section 4.01. Purpose of Article.** The Parties understand and agree that Development of the Property imposes certain burdens and costs on County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may, but are not necessarily guaranteed to, meet, or exceed the burdens and costs placed on County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of County. The purpose of this article is to identify the matters agreed upon to be provided by Developer to mitigate such burdens and costs.

##### **Section 4.02. Other Charges or Fees.**

(A) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

(B) All units and attached dwellings shall be subject to a development fee in the amount of \$5,000 per lot, payable by the building permit applicant to the County at the time of issuance of each respective building permit.

**Section 4.03. Infrastructure and Services.** The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to County road system

or serving as a necessary component for the proper development of County road system. County will not accept the roads within the Property into County road system for any other purpose, including, but not limited to, maintenance.

(B) Potable Water, Sewage Treatment, and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by one or more of the following Chester Municipal District, Chester Wastewater Recovery, and/or some other public or private entity. County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. Developer acknowledges that County has no authority or responsibility for providing potable water services or sewer services in County and that each service provider is a separate apart and distinct from County over which County has no control.

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Solid Waste Collection. County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in County. It is understood and acknowledged that County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(E) Fire Services. The Property is in Richburg Fire Protection District service area and fire services will be provided by the Richburg Fire Protection District, or its successor entities.

(F) School Services. Public school services are now provided by the Chester County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in County.

## ARTICLE V MISCELLANEOUS

**Section 5.01. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national "next day" delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:



To County: Chester County, South Carolina  
Attn: Brian Hester, County Administrator  
1476 J.A. Cochran Bypass (hand delivery/courier service)  
Post Office Box 580  
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

Winters Law Firm  
Attn: Joan E. Winters, Esq.  
105 Main Street (hand delivery/courier service)  
Post Office Box 127  
Chester, South Carolina 29706

And to Developer: DRB Group  
Attn: Doug Alles, Entitlement Manager  
227 West Trade Street, Suite 1610  
Charlotte, NC 28202

With a Copy to: Morton & Gettys, LLC  
Daniel J. Ballou, Esquire  
301 E. Main St., Suite 300 (29730)  
P.O. Box 707 (29731)  
Rock Hill, SC

### **Section 5.02. Amendments.**

(A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) An amendment to this Agreement with the exceptions identified for Exhibit B, must be processed, and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

**Section 5.03. Periodic Review.** At least every 12 months, the Planning Director for County, or the designee of the Planning Director for County, must review compliance with this Agreement by Developer. At the time of review Developer must demonstrate good faith compliance with the terms of the Agreement.

**Section 5.04. Breach of Agreement.**

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for County, or the Planning Director's designee, determines that Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for County shall serve notice in writing, within a reasonable time after the periodic review, on Developer setting forth the nature of the breach and the information supporting the determination, and providing Developer a reasonable time in which to cure the breach.

(B) If Developer fails to cure the breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then County may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, County Council must first give Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

**Section 5.05. Enforcement.** The Parties shall each have the right to enforce this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

**Section 5.06. No Third-Party Beneficiary.** The provisions of this Agreement may be enforced only by the Parties. No other persons, natural or corporate, shall have any rights hereunder.

**Section 5.07. Recording of Agreement.** The Parties agree that Developer shall record this Agreement with County Clerk of Court within 14 days of the date of execution of this Agreement.

**Section 5.08. Administration of Agreement.** County is the only local government that is a party to this Agreement and County is responsible for the Agreement's administration.

**Section 5.09. Effect of Annexation and Incorporation.** The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in any municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

**Section 5.10. Estoppel Certificate.** Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified,

or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**Section 5.11. Entire Agreement.** This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

**Section 5.12. Covenant to Sign other Documents.** County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

**Section 5.13. Construction of Agreement.** The Parties agree that each party 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 shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 5.14. Assignment.** The rights, obligations, duties, and responsibilities devolved by this Agreement on or to Developer are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of section 1.09 and section 3.05. County may assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to County to any other person, firm, corporation, or entity.

**Section 5.15. Governing Law; Jurisdiction; and Venue.**

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 6<sup>th</sup> Judicial Circuit of the State of South Carolina.

**Section 5.16. Counterparts.** This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**Section 5.17. Eminent Domain.** Nothing contained in this Agreement shall limit, impair, or restrict County's right and power of eminent domain under the laws of the State.

**Section 5.18. Severability.** If any provision in this Agreement or the application of any

provision of this Agreement is unenforceable, then that unenforceability shall apply only to the unenforceable provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the unenforceable provision would prevent or materially impair County's and Developer's right or ability to complete performance of this Agreement, then the Parties agree to use their best efforts to renegotiate that provision to provide the affected party with the ability completely to perform this Agreement.

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) County and Developer have each executed the Agreement, and (ii) Developer has delivered to County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., June 20, 2023, then this Agreement is automatically terminated without further action of either County or Developer. The obligation of Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

(C) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer 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 Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 5.20. Indemnification Covenants.**

(A) Except as provided in paragraph (d) below, the Developer 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 Developer shall reimburse the County for all its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Developer shall pay the County within 30 days of receipt of the statement. The Developer 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 Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Developer shall resist or defend against such claim on behalf of the Indemnified Party, at the Developer's expense. The Developer 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 Developer 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 Developer 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 Developer 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 Developer notice, reasonable under the circumstances, to defend or otherwise respond to a claim.

#### **Section 5.21. General Terms and Conditions.**

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land.

(B) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

(C) Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herein.

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

**IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.**

WITNESSES:

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

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

DEVELOPER:

**DRB GROUP**

A Delaware Corporation

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

Its:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

[], who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

WITNESSES:

\_\_\_\_\_  
Carolina

Name:

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

COUNTY:

**CHESTER COUNTY, SOUTH CAROLINA,**  
a political subdivision of the State of South

\_\_\_\_\_  
By: Brian Hester  
Its: County Administrator

[COUNTY SEAL]

Attest:

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

**SOUTH CAROLINA** )  
                                  )  
**CHESTER COUNTY** )

**ACKNOWLEDGMENT**

Brian Hester, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

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

[TO BE COMPLETED PRIOR TO EXECUTION]

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

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**EXHIBIT B**  
**DEVELOPMENT PROGRAM**

1. *Master Plan:* The Master Plan shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Master Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District:* The Property, once rezoned, will be in the [] zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement

3. *Permitted Uses:* The Property shall be permitted to be developed with all uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Master Plan.

4. *Prohibited Uses:* The following uses shall not be permitted on the Property regardless of the provisions contained in the UDO: gas station, vape lounge, and gaming.

5. *Dimensional Requirements:* The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the UDO and noted in the table below.

**MODIFIED MINIMUM DIMENSIONAL STANDARDS\***

60' Width minimum	7000 sq ft.	2.25 units per acre	25' Front Setback 25' Rear Setback	10' Side Setback	50' Setback from adjoining property

\*In addition to the lot dimensions referenced above, the residential garage shall be set back a minimum of [] feet from the front façade of the house or [] from the edge of the right-of way for front-loaded single-family detached homes and townhomes, whichever is greater. Placement of single-family detached homes and townhome units shall be staggered.

6. *Maximum Development Intensity:* The maximum number of residential units on the Property shall be limited as specified below in the table.

2.25 units	Per acre

7. *Residential Section – Site Layout and Architecture*

- a. General Site Layout:
  - b. Architecture: Homes shall be constructed with a mix of materials including brick, stone, and/or cementitious siding (*i.e.*, Hardie). Vinyl siding shall not be permitted as a primary wall material but may be used for minor accent areas.
8. *Commercial Section-Site Layout and Architecture:*
- a. General Site Layout:
  - b. Architectural Design and Materials:
9. *Open Space and Landscaping*
- a. Open Space Quantity and Design:
  - b. Open Space Amenity Features (including timing):
  - c. Tree Preservation and Protection:
  - d. Buffers:
  - e. Pump Station Screening:
  - f. Landscaped Medians:
  - g. BMP Design/Landscaping:
10. *Transportation:*
- a. Offsite Improvements:
  - b. Onsite Improvements:

11. *Modification of Development Program:* It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

a. **Minor Modifications:** Minor Modifications are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Master Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. **Moderate Modifications:** Moderate Modifications are those modification to the Master Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes or are modifications

to the text of Exhibit B that do not reflect the inclusion of new land use categories, increases to maximum dwelling units or square footage allowances. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved

Moderate Modifications shall be recorded by Developer and made an amendment to Exhibit B.

c. Major Modifications: Major Modifications are those that do not qualify as either a Minor or Moderate Modification, such as a substantive changes in the location of land uses or the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement.

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**EXHIBIT C**  
**DEVELOPMENT SCHEDULE**

[TO BE COMPLETED PRIOR TO EXECUTION]

This estimated Development Schedule is subject to update according to section 1.07.

Notwithstanding any other part of this Agreement, Property's development is limited to 400 residential units.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

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**EXHIBIT D**  
**REQUIRED INFORMATION**

The Act and Ordinance No. [] require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. [].

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, [owner], is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

(B) *the duration of the agreement which must comply with section 6-31-40 of the Act.* See section 1.10.

(C) *a representation by Developer of the number of acres of highland contained in the property subject to the agreement.* See section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height.* See section 1.06.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by Developer.* See article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer shall comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.* See section 3.04.

(I) *a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with County's comprehensive plan and land development regulations.* See section 2.01(A).

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures.* Developer shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See section 1.07 and Exhibit C.

(L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See section 5.08.

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of County Code of Ordinances, or both. See section 3.01(B) and Exhibit E.

(N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See section 5.09.

(P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement. See section 5.02.

(Q) a provision for periodic review, consistent with the provisions of section 8 of Ordinance No. []. See section 5.03.

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of section 9 of Ordinance No. []. See section 5.04.

(S) a provision that Developer, within 14 days after County executes the Agreement, will record the Agreement with County Clerk of Court. See section 5.07.

(T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, County and Developer. See section 1.09(A).

(U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See section 1.09(B), section 3.05, and section 5.14.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT E**  
**LAWS AND LAND DEVELOPMENT REGULATIONS**

1. Ordinance No. 2022-[] zoning the Property as [].
2. Ordinance No. 2022-[], approving this Development Agreement.
3. Ordinance No. 2022-[], the Development Agreement Ordinance.
4. Unified Development Ordinance of Chester County: Land Development Ordinance, enacted June 3, 1995, as amended as of the Agreement Date (“UDO”). The UDO includes Ordinance No. 2021-12, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Chester County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.
5. Land Development Regulations of Chester County: *See* Unified Development Ordinance of Chester County.
6. Zoning Ordinance, enacted April 6, 1998, as amended.
7. Article [], Chapter [], Chester County Code of Ordinances [] [] [].

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT F**  
**FORM REQUEST TO MODIFY DEVELOPMENT SCHEDULE**

STATE OF SOUTH CAROLINA )	ADDENDUM
)	TO
COUNTY OF CHESTER )	DEVELOPMENT AGREEMENT
)	

THIS ADDENDUM TO A DEVELOPMENT AGREEMENT (“Addendum”) is made effective on the

**[insert recording date of Addendum]**

, by Chester County, a political subdivision of the State of South Carolina, and

**[insert *Company Name*, a \_\_\_\_\_ company, or its successor or assign]**

RECITALS

**WHEREAS**, [*Company Name*], a \_\_\_\_\_ company (the “Property Owner”), is a party to that certain Development Agreement with CHESTER COUNTY, SOUTH CAROLINA (the “County”), effective date of \_\_\_\_\_, 20[ ], recorded on \_\_\_\_\_, 202[ ] in the office of Chester County Clerk of Court in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Development Agreement”); and

**[if applicable, insert successor or assign of \_\_\_\_\_ as a Developer pursuant to an Assignment]**

**WHEREAS**, the Development Agreement is appurtenant to and runs with that certain real property situate in Chester County, South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

**WHEREAS**, without limitation, Section 1.07. of the Development Agreement establishes a vested right in a Development Schedule, together with commencement, interim completion, and completion dates for development of the Property in accordance with the terms of the Development Agreement; and

**WHEREAS**, without limitation, Section 1.07. of the Development Agreement provides that the

**[insert either Property Owner or Developer]**

(hereinafter the “Petitioner”) may request a modification in the Development Schedule of Section 1.07. of the Development Agreement; and

**WHEREAS**, Section 1.07. of the Development Agreement further provides that where the Petitioner demonstrates that there is good cause to modify the Development Schedule, the County



shall approve such request within 45 days of its submittal, and that such modification shall not constitute or require an amendment of the Development Agreement; and

**WHEREAS**, the Petitioner has requested, and the County has approved, a modification in the Development Schedule of Section 1.07. of the Development Agreement as more specifically set forth herein below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

**NOW, THEREFORE**, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07. of the Development Agreement as follows:

**1. Modification of Development Phasing Schedule.** The Development Schedule for the Addendum Property shall hereby be modified as follows:

**[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]**

**2. Approval by County.** This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning Director’s signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

\_\_\_\_\_  
**[insert name]** Planning Director’s Dated Stamp of Approval  
Chester County Planning Director

**3. Effect of Modification of Development Phasing Schedule.** Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

**4. Recording Required.** This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County’s approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

**5. Authority.** The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

**[insert Section 6. only if Petitioner is not \_\_\_\_\_ [company name] \_\_\_\_\_ or its successor in corporate interest]**

**6. Consent by Property Owner.** The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:

Witness:

**Property Owner:**

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

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named \_\_\_\_\_, (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (Property Owner), \_\_\_\_\_ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
County, State of \_\_\_\_\_

\_\_\_\_\_  
(Witness #1 sign here)

My Commission Expires: \_\_\_\_\_

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]



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

**Zoning Map Amendment (Rezoning) Application**

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

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

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

Please give your reason for this rezoning request:

To provide 400 single family lots in a master planned community

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

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 236117

**Property Address Information**

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

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

**PLEASE PRINT:**

Applicant (s): Fielding Homes, LLC and The Isaacs Group (Benji Layman)  
 Address 227 W. Trade Street Suite 1610 Charlotte, NC 28202 8720 Red Oak Blvd Suite 420 Charlotte, NC  
 Telephone: [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

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

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

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

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

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

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

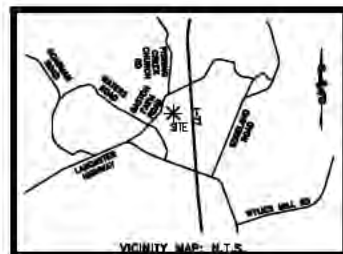
The development will have an HOA and will have covenants. This will provide direction on all easement information as well as maintenance responsibilities for common open space as well as maintenance for storm water ponds. The covenants will be recorded to assure compliance.

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

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

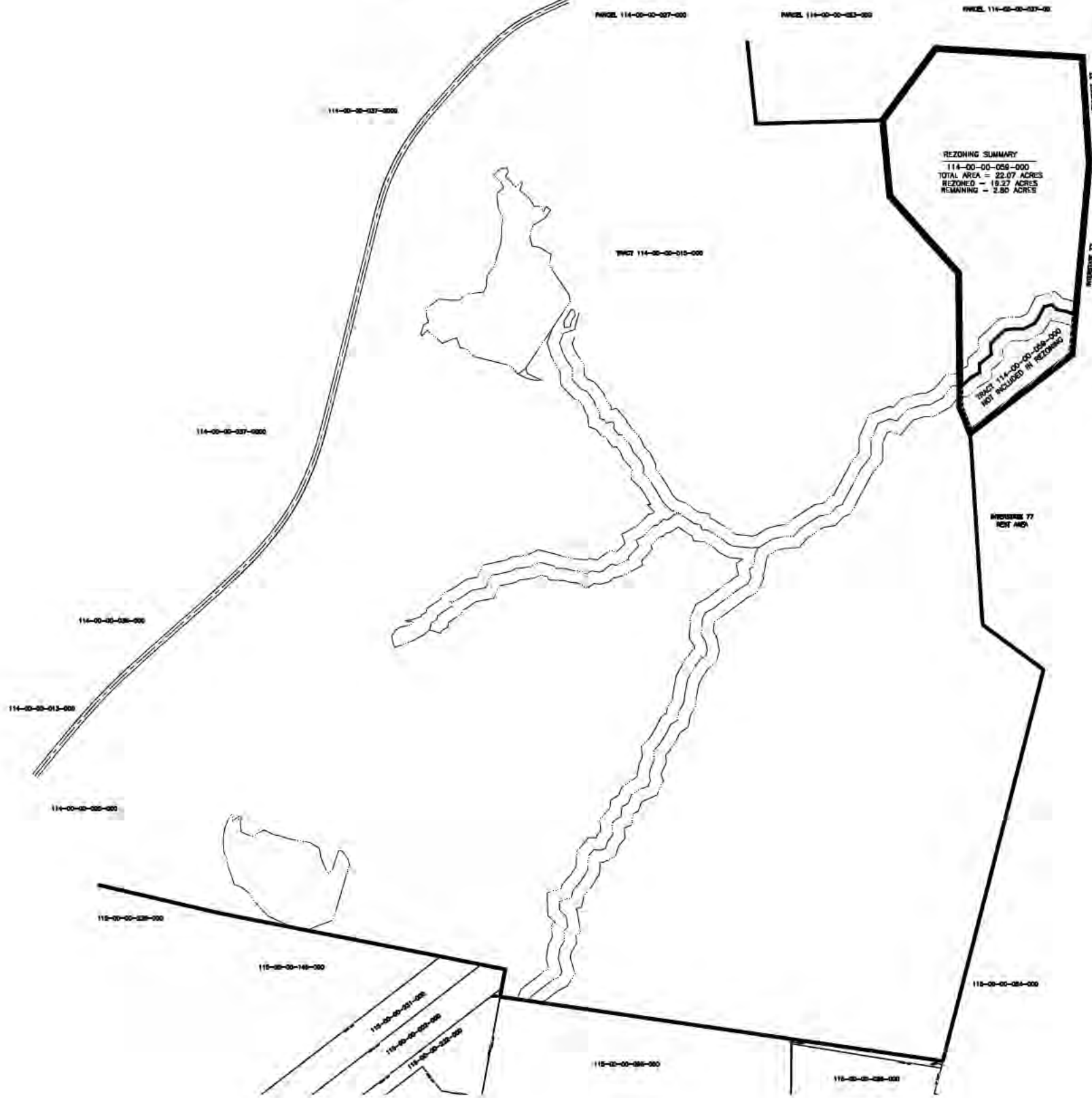
# HICKLIN SUBDIVISION

## CHESTER COUNTY, SOUTH CAROLINA

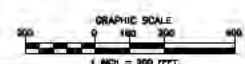


DEVELOPMENT DATA  
 PROPOSED ZONING: PD  
 COUNTY: CHESTER COUNTY  
 TAX PARCEL: 114-00-00-059-000

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



**PRELIMINARY**  
 FOR REVIEW PURPOSES ONLY



NO.	BY	DATE	REVISION

**HICKLIN SUBDIVISION**  
 CHESTER COUNTY, SOUTH CAROLINA

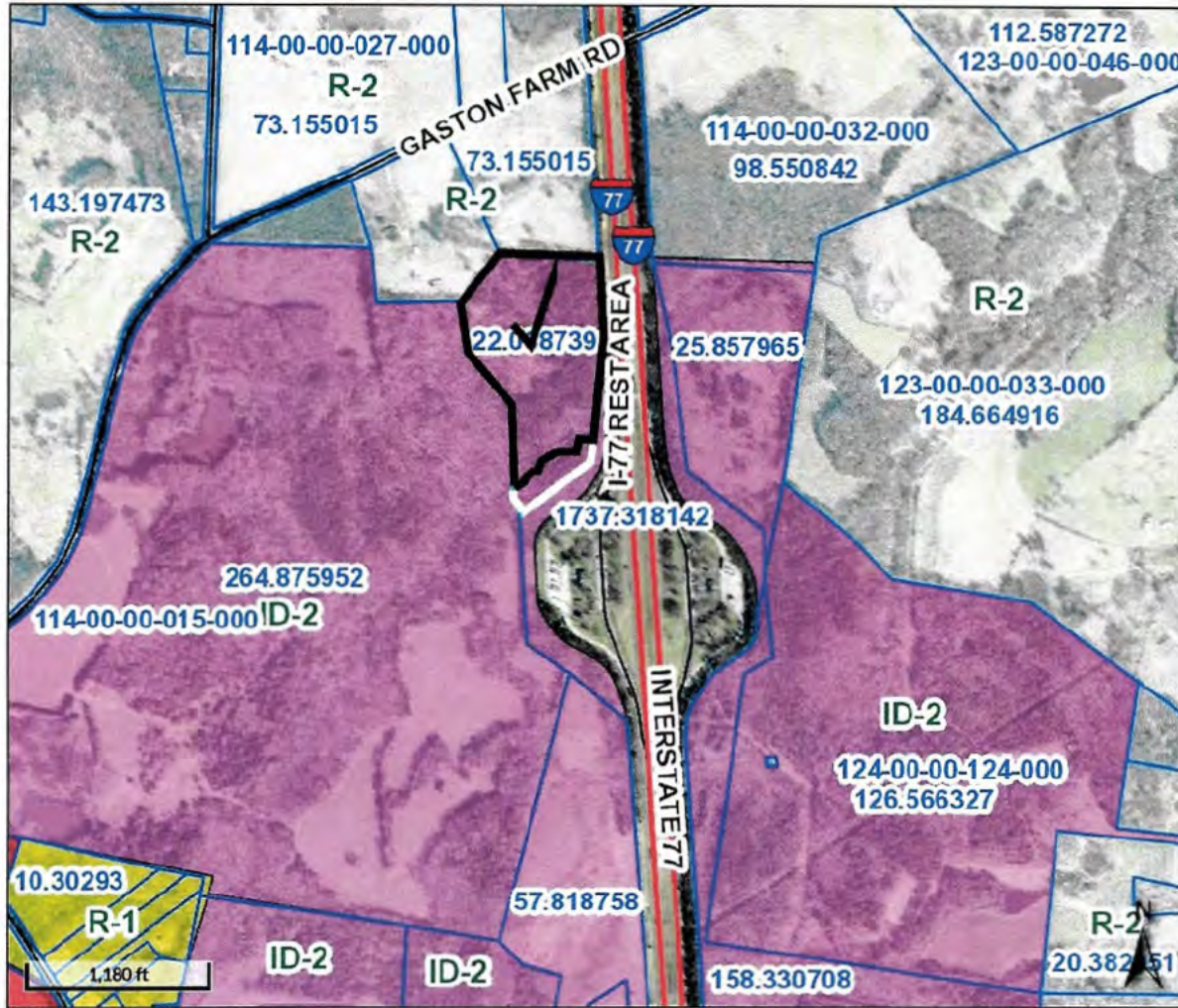
**REZONING #2**  
**TRACT 114-00-00-059-000**

Prep. By: ISAAC'S  
 Design By: ISAAC'S  
 Date: 12/01/01

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

**R22.0**





Overview



<b>Parcel ID</b>	114-00-00-059-000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	MILLER THOMAS BROWN
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	LA		MILLER CHARLES STEPHEN
<b>Property Address</b>		<b>Acres</b>	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,

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**



*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**)

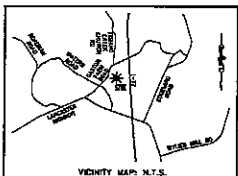
Dear Ms. Love

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)

# 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.  
 FRONT SETBACK: 30 FT.  
 SIDE YARD: 10 FT.  
 REAR YARD: 30 FT.  
 DISTANCE FROM ADJACENT PROPERTY: 20 FT.  
 TOTAL SETBACKS: 20 FT.  
 AREA TO BE RECOVERED: 2.50 ACRES  
 TOTAL NUMBER OF LOTS: 400 (TOTAL AREA 107.50 ACRES)  
 PROPOSED LOTS: 350 LOTS  
 MAX. LOT AREA: 300 SQ. YD.  
 G.L.S. REQUIRED: 100%  
 G.L.S. PROVIDED: 100%  
 PUBLIC UTILITIES AND SERVICES: (WATER, SEWER, POWER, GAS, AND OTHER OPEN AREAS)

**LEGEND**

NOT IN LOTS  
 NOT INCLUDED IN THIS REZONING  
 PROPOSED IMP.

**ARCHITECTURAL STANDARDS**

- THE BOUNDARY HEIGHT OF ANY BUILDING CONSTRUCTED ON THE SITE SHALL BE AS SET BY THE ZONING ORDINANCES.
- THE PRIMARY EXTERIOR FINISHING MATERIAL FOR THE SINGLE FAMILY ATTACHED OVERLAND UNITS CONSTRUCTED ON THE SITE SHALL BE A COMBINATION OF PORTLAND CEMENT CONCRETE, BRICK, AND STONE.
- RAVINE, SWP, OR PONDAGE MAY BE USED AS AN EXTERIOR FINISHING MATERIAL FOR THE SINGLE FAMILY ATTACHED OVERLAND UNITS CONSTRUCTED ON THE SITE. THE FINISHING MATERIAL SHALL BE FINISHED TO MATCH THE SURROUNDING TERRAIN. THE FINISHING SHALL BE FINISHED TO MATCH THE SURROUNDING TERRAIN. THE FINISHING SHALL BE FINISHED TO MATCH THE SURROUNDING TERRAIN.
- THE SINGLE FAMILY ATTACHED OVERLAND UNITS SHALL HAVE DUAL TRANSPARENTS.
- THE ACTUAL LOTS OF THE SINGLE FAMILY ATTACHED OVERLAND UNITS MAY VARY FROM THE LOTS SHOWN ON THIS REZONING PLAN.
- EACH SINGLE FAMILY ATTACHED DWELLING UNIT CONSTRUCTED ON THE SITE SHALL HAVE A DRIVEWAY.

**DEVELOPMENT NOTES**

- ALL LOTS TO BE SERVED WITH WATER AND SEWER.
- PAVING AND DRIVE CONSTRUCTION SHALL BE APPROVED, REVIEWED, AND APPROVED BY THE ENGINEER AND CITY ENGINEER.

**STORMWATER AND EROSION CONTROL**

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

**PAVING**

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

**LANDSCAPING**

- THE SITE SHALL COMPLY WITH ALL COUNTY LANDSCAPING REQUIREMENTS.

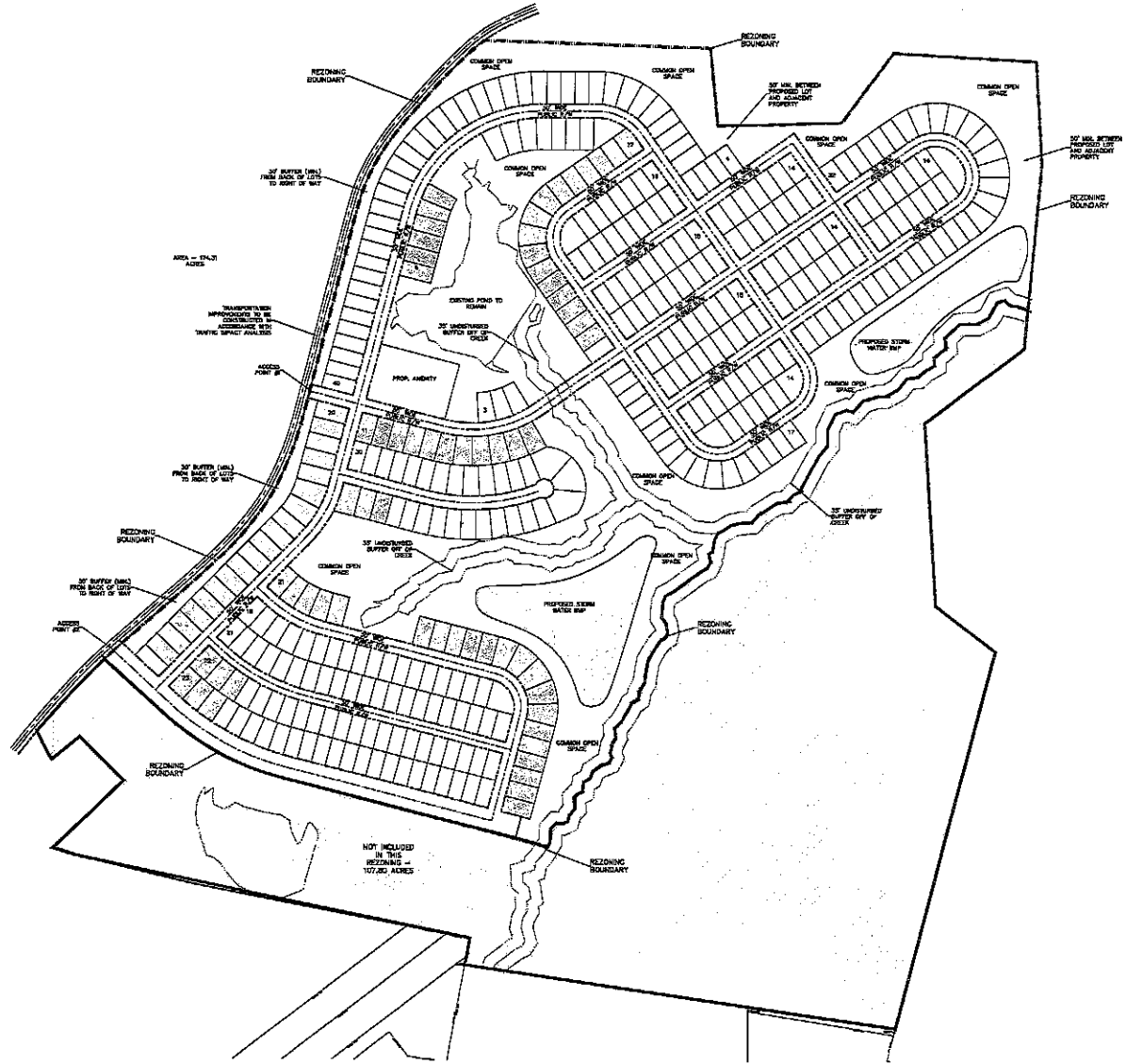
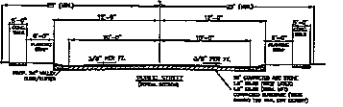
**UTILITIES AND SERVICES**

- TRANSPORTATION IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE TRAFFIC ANALYSIS STUDY REPORT, WHICH IS SUBMITTED WITH THIS PLAN.

**OWNER: THOMAS BROWN KELLEY**  
 ADDRESS: 1120 EAST WOODLAND DRIVE, SUITE 200, CHARLOTTE, NC 28203  
 PHONE: (704) 399-7000 EMAIL: THOMAS@BROWNKELLEY.COM

**ENGINEER: TERRY HENNING**  
 ADDRESS: 1000 WEST WASHINGTON STREET, SUITE 100, CHARLOTTE, NC 28202  
 PHONE: (704) 399-7000

**PLANNING: THE SHAW GROUP, P.L.L.C.**  
 ADDRESS: 3000 SOUTH LANTANA (RTP/SHAW/SHAW/SHAW)  
 ADDRESS: 8000 THE RIDGE DRIVE, SUITE 400, CHARLOTTE, NC 28217  
 PHONE: (704) 399-7000



PRELIMINARY FOR REVIEW PURPOSES ONLY

**HICKLIN SUBDIVISION**  
 CHESTER COUNTY, SOUTH CAROLINA

**SITE PLAN**

DATE: 12/15/2020  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1" = 200'

**ISAACS**  
 8700 RED OAK HILL LANE, SUITE 100  
 CHARLOTTE, NC 28217  
 PHONE: (704) 537-2440 FAX: (704) 537-8225

**RZ1.0**







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

-----**(SPACE ABOVE THIS LINE FOR RECORDING USE)**-----

**SOUTH CAROLINA** ) **DEVELOPMENT AGREEMENT**  
 ) **MAGNOLIA TRACE DEVELOPMENT**  
**CHESTER COUNTY** )

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of May \_\_\_, 2023 (“Agreement Date”), by and among **D.R. HORTON, INC.**, a Delaware corporation (“Developer”), and the **CHESTER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate, a political subdivision of the State of South Carolina (“State”), each a “Party,” collectively “Parties.”

**RECITALS**

**WHEREAS**, Developer has obtained the right to acquire certain real property consisting of approximately 494 acres, located in County and known as the Magnolia Trace development and more fully described in Section 1.04 of this Agreement (“Property”); and

**WHEREAS**, Developer has applied to County requesting that the Property be rezoned to Planned Development (PD); and

**WHEREAS**, Developer and County have determined that it is in the best interests of County and Developer to enter this Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to County and Developer on the scope and terms of the development; and

**WHEREAS**, Developer desires to obtain from County in connection with the development, and County is willing to provide, assurances: (1) that the Property will be zoned Planned Development (PD) for the duration of this Agreement, (2) that at receipt of Developer’s development and construction permits, Developer may proceed with the planned development and construction, and (3) that the Development Rights (defined below) will be vested for the duration of this Agreement; and

**WHEREAS**, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development in County, thus providing benefits to the citizens of County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement:

**NOW, THEREFORE,** in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including -160, as amended (collectively, “Act”) and Chester County Ordinance No. 2021-12 (“Ordinance No. 2021-12”), the parties to this Agreement, intending to be legally bound, agree as follows:

## ARTICLE I GENERAL

**Section 1.01. Incorporation.** The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

### **Section 1.02. Definitions.**

(A) In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings:

- (1) “County Council” means the governing body of County.
- (2) “Development Rights” means the right of Developer to develop all or part of the Property in accordance with this Agreement.
- (3) “Ordinance No. 2021-12” means Ordinance No. 2021-12 of County which is cited as the Development Agreement Ordinance for Chester County, South Carolina.
- (4) “UDO” means the Land Development Ordinance, enacted June 3, 1996, as amended to be the most current adopted version on file with the County.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 2021-12 or the UDO.

**Section 1.03. Parties.** The Parties to this Agreement are County and Developer.

**Section 1.04. Property.** This Agreement applies to four parcels of land identified as Tax Map Nos. 135-00-00-019-00, 135-00-00-020-00, 135-00-00-032-00 and 136-00-00-042-000, which is reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

**Section 1.05. Zoning.** The Property is currently zoned Limited Industrial District (ID-2) and is anticipated to be rezoned Planned Development (PD) pursuant to Ordinance No. 2022-\_\_\_\_\_.

### **Section 1.06. Development Program.**

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all standards contained in the most current version of the UDO unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control. The Development Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

#### **Section 1.07. Development Schedule.**

(A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall (i) commencement of construction occur on or after a date that is two years from the Agreement Date. Without modification, the Developer must apply for and be approved for the appropriate building permits within two years from the Agreement Date or the zoning will revert back to the original classification.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective 60 days from receipt by the Clerk to Council unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 60-day period.

**Section 1.08. Relationship of Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

### **Section 1.09. Benefits and Burdens.**

(A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to County of the transfer of property to a developer in the manner prescribed in section 3.05.

(C) Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property when Developer acquires title to or Development Rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement, and (iii) acknowledge agricultural activities, including, but not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and the sale of farm products may be practiced and take place in the area of the Property. The Developer stipulates and will include such notice of agricultural activities in the homeowners' association documents and restrictive covenants, and more specifically in a standalone restrictive covenant, for the Property so all subsequent owners are aware of such agricultural activities. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

**Section 1.10. Term.** The term of this Agreement commences on the Agreement Date and terminates ten (10) years thereafter, such that at the end of the 10-year term, Developer no longer has any Development Rights, vested rights, and/or any other rights in the Property that arise out of or relate to this Agreement.

**Section 1.11. Required Information.** Ordinance No. 2021-12 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

### **Section 2.01. Representations and Warranties of County.**

(A) County has found that the development permitted by this Agreement is consistent with County's comprehensive plan and UDO.

(B) County has approved this Agreement by adoption of Ordinance No. 2022-\_\_ in accordance with the procedural requirements of the Act, Ordinance No. \_\_ and any other

applicable state law.

(C) County represents that prior to the final reading of Ordinance No. 2022-\_\_\_\_ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

### **Section 2.02. Representations and Warranties of Developer.**

(A) Developer represents that the number of acres of highland contained in the Property is greater than 250 acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

(C) Developer represents and warrants that the execution, delivery, and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of Developer.

## **ARTICLE III DEVELOPMENT RIGHTS**

### **Section 3.01. Vested Right to Develop.**

(A) County agrees that Developer, upon receipt of its development permits as identified in section 3.04, may proceed to develop the Property according to this Agreement and the UDO. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when Developer has complied with all requirements of section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to this Agreement, for the term of this Agreement.

(C) Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022-\_\_\_\_, the UDO and the terms of this Agreement if and only if Developer has complied with all the requirements of section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) Developer acknowledges that County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be

installed, tested and in acceptable condition before final plat approval.

**Section 3.02. Effect on Vested Rights Act and County Ordinance No. [1].** The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated sections 6-29-1510 through and included –1560, as amended, or the provisions of Ordinance No. [1], County’s ordinance relating to the Vested Rights Act.

**Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.**

(A) It is recognized that laws and regulations will periodically change. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth in this Agreement.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

(C) Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by County.

**Section 3.04. Development Permits.**

(A) Notwithstanding this Agreement, Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Site Plan approval;
- (2) Preliminary plan approval
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

**Section 3.05. Non-Transfer of Development Rights.** Developer is not permitted to transfer its Development Rights to other developers. This provision does not apply to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not Developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy. Any purported transfer of rights to a subsequent developer is a breach of, and voids, this Agreement.

#### ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

**Section 4.01. Purpose of Article.** The Parties understand and agree that Development of the Property imposes certain burdens and costs on County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may, but are not necessarily guaranteed to, meet, or exceed the burdens and costs placed on County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of County. The purpose of this article is to identify the matters agreed upon to be provided by Developer to mitigate such burdens and costs.

**Section 4.02. Other Charges or Fees.**

(A) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

(B) All units and attached dwellings shall be subject to a development fee in the amount of \$5,000 per lot, payable by the building permit applicant to the County at the time of issuance of each respective building permit.

**Section 4.03. Infrastructure and Services.** The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to County road system



or serving as a necessary component for the proper development of County road system. County will not accept the roads within the Property into County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(B) Potable Water, Sewage Treatment, and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by one or more of the following Chester Municipal District, Chester Wastewater Recovery, and/or some other public or private entity. Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the appropriate provider and *not* County. County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and/or sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services or sewer services in County and that each service provider is a separate apart and distinct from County over which County has no control.

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Solid Waste Collection. County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in County. It is understood and acknowledged that County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(E) Fire Services. The Property is in Richburg Fire Protection District service area and fire services will be provided by the Richburg Fire Protection District, or its successor entities.

(F) School Services. Public school services are now provided by the Chester County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in County.

## ARTICLE V MISCELLANEOUS

**Section 5.01. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the

party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To County: Chester County, South Carolina  
Attn: Brian Hester, County Administrator  
1476 J.A. Cochran Bypass (hand delivery/courier service)  
Post Office Box 580  
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

Winters Law Firm  
Attn: Joan E. Winters, Esq.  
105 Main Street (hand delivery/courier service)  
Post Office Box 127  
Chester, South Carolina 29706

And to Developer:

D.R. Horton, Inc.  
Attn: Troy Karski  
8025 Arrowridge Blvd.  
Charlotte, NC 28273

With a Copy to: Morton & Gettys, LLC  
Daniel J. Ballou, Esquire  
301 E. Main St., Suite 300 (29730)  
P.O. Box 707 (29731)  
Rock Hill, SC

## **Section 5.02. Amendments.**

(A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such

statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) An amendment to this Agreement with the exceptions identified for Exhibit B, must be processed, and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

**Section 5.03. Periodic Review.** At least every 12 months, the Planning Director for County, or the designee of the Planning Director for County, must review compliance with this Agreement by Developer. At the time of review Developer must demonstrate good faith compliance with the terms of the Agreement.

**Section 5.04. Breach of Agreement.**

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for County, or the Planning Director's designee, determines that Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for County shall serve notice in writing, within a reasonable time after the periodic review, on Developer setting forth the nature of the breach and the information supporting the determination, and providing Developer a reasonable time in which to cure the breach.

(B) If Developer fails to cure the breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then County may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, County Council must first give Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

**Section 5.05. Enforcement.** The Parties shall each have the right to enforce this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

**Section 5.06. No Third-Party Beneficiary.** The provisions of this Agreement may be enforced only by the Parties. No other persons, natural or corporate, shall have any rights hereunder.

**Section 5.07. Recording of Agreement.** The Parties agree that Developer shall record this Agreement with County Clerk of Court within 14 days of the date of execution of this Agreement.

**Section 5.08. Administration of Agreement.** County is the only local government that is a party to this Agreement and County is responsible for the Agreement's administration.

**Section 5.09. Effect of Annexation and Incorporation.** The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in any municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

**Section 5.10. Estoppel Certificate.** Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**Section 5.11. Entire Agreement.** This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

**Section 5.12. Covenant to Sign other Documents.** County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

**Section 5.13. Construction of Agreement.** The Parties agree that each party 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 shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 5.14. Assignment.** The rights, obligations, duties, and responsibilities devolved by this Agreement on or to Developer are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of section 1.09 and section 3.05. County may assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to County to any other person, firm, corporation, or entity.

**Section 5.15. Governing Law; Jurisdiction; and Venue.**

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 6<sup>th</sup> Judicial Circuit of the State of South Carolina.

**Section 5.16. Counterparts.** This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**Section 5.17. Eminent Domain.** Nothing contained in this Agreement shall limit, impair, or restrict County's right and power of eminent domain under the laws of the State.

**Section 5.18. Severability.** If any provision in this Agreement or the application of any provision of this Agreement is unenforceable, then that unenforceability shall apply only to the unenforceable provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the unenforceable provision would prevent or materially impair County's and Developer's right or ability to complete performance of this Agreement, then the Parties agree to use their best efforts to renegotiate that provision to provide the affected party with the ability completely to perform this Agreement.

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) County and Developer have each executed the Agreement, and (ii) Developer has delivered to County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., June 20, 2023, then this Agreement is automatically terminated without further action of either County or Developer. The obligation of Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

(C) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer 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 Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 5.20. Indemnification Covenants.**

(A) Except as provided in paragraph (d) below, the Developer 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 Developer shall reimburse the County for all its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Developer shall pay the County within 30 days of receipt of the statement. The Developer 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 Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Developer shall resist or defend against such claim on behalf of the Indemnified Party, at the Developer's expense. The Developer 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 Developer 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 Developer 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 Developer 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 Developer notice, reasonable under the circumstances, to defend or otherwise respond to a claim.

#### **Section 5.21. General Terms and Conditions.**

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land.

(B) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

(C) Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herein.



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

DRAFT

**IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.**

**WITNESSES:**

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

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

**DEVELOPER:**

**D.R. HORTON**  
A Delaware Corporation

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

Its:

STATE OF \_\_\_\_\_ )  
) )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

[], who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**[NOTARIAL SEAL]**

WITNESSES:

\_\_\_\_\_  
Carolina

Name:

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

COUNTY:

**CHESTER COUNTY, SOUTH CAROLINA,**  
a political subdivision of the State of South

\_\_\_\_\_  
By: Brian Hester  
Its: County Administrator

[COUNTY SEAL]

Attest:

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

**SOUTH CAROLINA** )  
  )  
**CHESTER COUNTY** )

**ACKNOWLEDGMENT**

Brian Hester, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

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

[TO BE COMPLETED PRIOR TO EXECUTION]

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT B**  
**DEVELOPMENT PROGRAM**

1. *Master Plan:* The Master Plan shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Master Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District:* The Property, once rezoned, will be in the [] zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement

3. *Permitted Uses:* The Property shall be permitted to be developed with all uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Master Plan.

4. *Prohibited Uses:* The following uses shall not be permitted on the Property regardless of the provisions contained in the UDO: gas station, vape lounge, and gaming.

5. *Dimensional Requirements:* The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the UDO and noted in the table below.

**MODIFIED MINIMUM DIMENSIONAL STANDARDS\***


\*In addition to the lot dimensions referenced above, the residential garage shall be set back a minimum of [] feet from the front façade of the house or [] from the edge of the right-of way for front-loaded single-family detached homes and townhomes, whichever is greater. Placement of single-family detached homes and townhome units shall be staggered.

6. *Maximum Development Intensity:* The maximum number of residential units on the Property shall be limited as specified below in the table.


7. *Residential Section – Site Layout and Architecture*

- a. General Site Layout:
- b. Architecture: Homes shall be constructed with a mix of materials including brick,

stone, and/or cementitious siding (*i.e.*, Hardie). Vinyl siding shall not be permitted as a primary wall material but may be used for minor accent areas.

8. *Commercial Section-Site Layout and Architecture:*

- a. General Site Layout:
- b. Architectural Design and Materials:

9. *Open Space and Landscaping*

- a. Open Space Quantity and Design:
- b. Open Space Amenity Features (including timing):
- c. Tree Preservation and Protection:
- d. Buffers:
- e. Pump Station Screening:
- f. Landscaped Medians:
- g. BMP Design/Landscaping:

10. *Transportation:*

- a. Offsite Improvements:
- b. Onsite Improvements:

11. *Modification of Development Program:* It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

a. **Minor Modifications:** Minor Modifications are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Master Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. **Moderate Modifications:** Moderate Modifications are those modification to the Master Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes or are modifications to the text of Exhibit B that do not reflect the inclusion of new land use categories, increases to maximum dwelling units or square footage allowances. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved



Moderate Modifications shall be recorded by Developer and made an amendment to Exhibit B.

c. Major Modifications: Major Modifications are those that do not qualify as either a Minor or Moderate Modification, such as a substantive changes in the location of land uses or the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT C**  
**DEVELOPMENT SCHEDULE**

[TO BE COMPLETED PRIOR TO EXECUTION]

This estimated Development Schedule is subject to update according to section 1.07.

Notwithstanding any other part of this Agreement, Property's development is limited to [] residential units.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT D**  
**REQUIRED INFORMATION**

The Act and Ordinance No. [] require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. [].

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, [owner], is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

(B) *the duration of the agreement which must comply with section 6-31-40 of the Act.* See section 1.10.

(C) *a representation by Developer of the number of acres of highland contained in the property subject to the agreement.* See section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height.* See section 1.06.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by Developer.* See article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer shall comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.* See section 3.04.

(I) *a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with County's comprehensive plan and land development regulations.* See section 2.01(A).

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures.* Developer shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See section 1.07 and Exhibit C.

(L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See section 5.08.

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of County Code of Ordinances, or both. See section 3.01(B) and Exhibit E.

(N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See section 5.09.

(P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement. See section 5.02.

(Q) a provision for periodic review, consistent with the provisions of section 8 of Ordinance No. [ ]. See section 5.03.

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of section 9 of Ordinance No. [ ]. See section 5.04.

(S) a provision that Developer, within 14 days after County executes the Agreement, will record the Agreement with County Clerk of Court. See section 5.07.

(T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, County and Developer. See section 1.09(A).

(U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See section 1.09(B), section 3.05, and section 5.14.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT E**  
**LAWS AND LAND DEVELOPMENT REGULATIONS**

1. Ordinance No. 2022-[] zoning the Property as [].
2. Ordinance No. 2022-[], approving this Development Agreement.
3. Ordinance No. 2022-[], the Development Agreement Ordinance.
4. Unified Development Ordinance of Chester County: Land Development Ordinance, enacted June 3, 1995, as amended as of the Agreement Date (“UDO”). The UDO includes Ordinance No. 2021-12, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Chester County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.
5. Land Development Regulations of Chester County: *See* Unified Development Ordinance of Chester County.
6. Zoning Ordinance, enacted April 6, 1998, as amended.
7. Article [], Chapter [], Chester County Code of Ordinances [] [] [].

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT F**  
**FORM REQUEST TO MODIFY DEVELOPMENT SCHEDULE**

STATE OF SOUTH CAROLINA )    **ADDENDUM**  
   )    **TO**  
COUNTY OF CHESTER )    **DEVELOPMENT AGREEMENT**

**THIS ADDENDUM TO A DEVELOPMENT AGREEMENT (“Addendum”)** is made effective on the

**[insert recording date of Addendum]**

, by Chester County, a political subdivision of the State of South Carolina, and

**[insert Company Name, a \_\_\_\_\_ company, or its successor or assign]**

RECITALS

**WHEREAS**, [Company Name], a \_\_\_\_\_ company (the “Property Owner”), is a party to that certain Development Agreement with CHESTER COUNTY, SOUTH CAROLINA (the “County”), effective date of \_\_\_\_\_, 20[], recorded on \_\_\_\_\_, 202[] in the office of Chester County Clerk of Court in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Development Agreement”); and

**[if applicable, insert successor or assign of \_\_\_\_\_ as a Developer pursuant to an Assignment]**

**WHEREAS**, the Development Agreement is appurtenant to and runs with that certain real property situate in Chester County, South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

**WHEREAS**, without limitation, Section 1.07. of the Development Agreement establishes a vested right in a Development Schedule, together with commencement, interim completion, and completion dates for development of the Property in accordance with the terms of the Development Agreement; and

**WHEREAS**, without limitation, Section 1.07. of the Development Agreement provides that the

**[insert either Property Owner or Developer]**

(hereinafter the “Petitioner”) may request a modification in the Development Schedule of Section 1.07. of the Development Agreement; and

**WHEREAS**, Section 1.07. of the Development Agreement further provides that where the Petitioner demonstrates that there is good cause to modify the Development Schedule, the County

shall approve such request within 45 days of its submittal, and that such modification shall not constitute or require an amendment of the Development Agreement; and

**WHEREAS**, the Petitioner has requested, and the County has approved, a modification in the Development Schedule of Section 1.07. of the Development Agreement as more specifically set forth herein below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

**NOW, THEREFORE**, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07. of the Development Agreement as follows:

**1. Modification of Development Phasing Schedule.** The Development Schedule for the Addendum Property shall hereby be modified as follows:

**[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]**

**2. Approval by County.** This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning Director’s signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

\_\_\_\_\_  
**[insert name]** Planning Director’s Dated Stamp of Approval  
Chester County Planning Director

**3. Effect of Modification of Development Phasing Schedule.** Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

**4. Recording Required.** This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County’s approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

**5. Authority.** The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

**[insert Section 6. only if Petitioner is not \_\_\_\_\_ [company name] \_\_\_\_\_ or its successor in corporate interest]**

**6. Consent by Property Owner.** The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:



Witness:

**Property Owner:**

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

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named \_\_\_\_\_, (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (Property Owner), \_\_\_\_\_ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
County, State of \_\_\_\_\_

\_\_\_\_\_  
(Witness #1 sign here)

My Commission Expires: \_\_\_\_\_

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

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

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

Please give your reason for this rezoning request:

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

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

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

Property Address Information

Property address: 3939 Lancaster Highway

Tax Map Number: 135-00-00-019-000 Acres: 108.04

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

**PLEASE PRINT:**

Applicant(s): D.R. Horton, Inc.

Address 8025 Arrowridge Boulevard, Charlotte, NC 28273

Telephone: [REDACTED] N/A work N/A

E-Mail Address: [REDACTED]

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

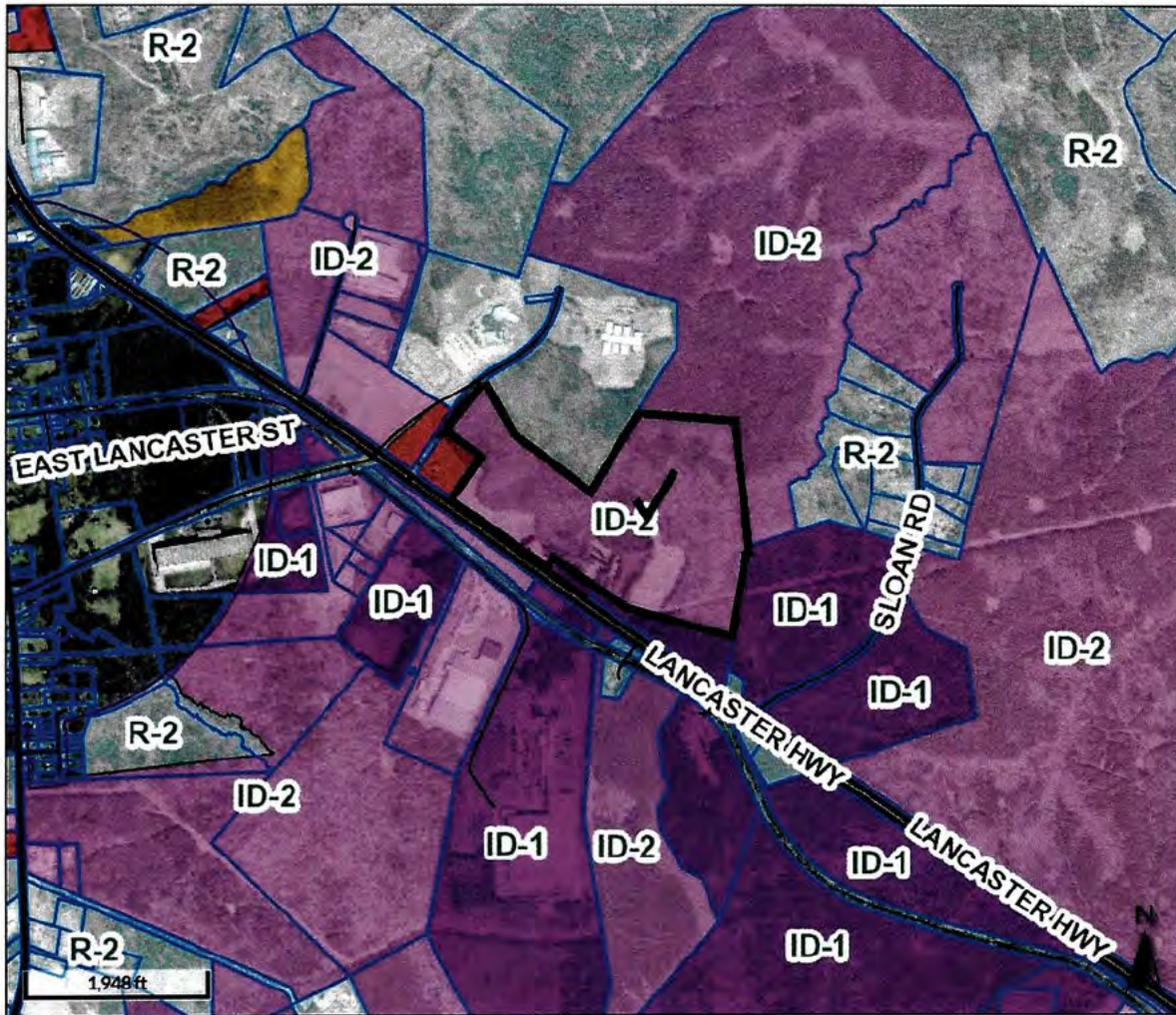
**I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.**

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

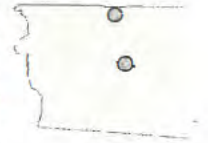
Applicant signature: [Signature] Date: 4/19/2022

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





Overview



<b>Parcel ID</b>	135-00-00-019-000	<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**

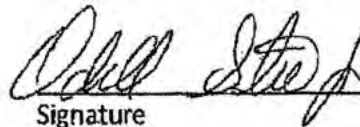
**AGENT AUTHORIZATION**

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



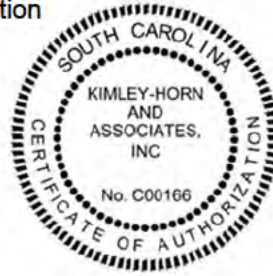
## TECHNICAL MEMORANDUM

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

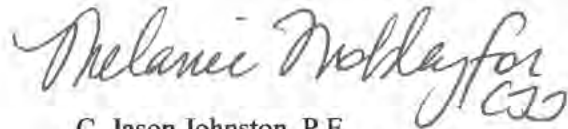




- The TIA notes that school buses are not anticipated to serve the proposed development. With that considered, an additional traffic count between 2:00-4:00 PM is needed for this TIA to include the school dismissal time at the Lewisville Middle School Driveway and on Lewisville High School Road. This 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]

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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.

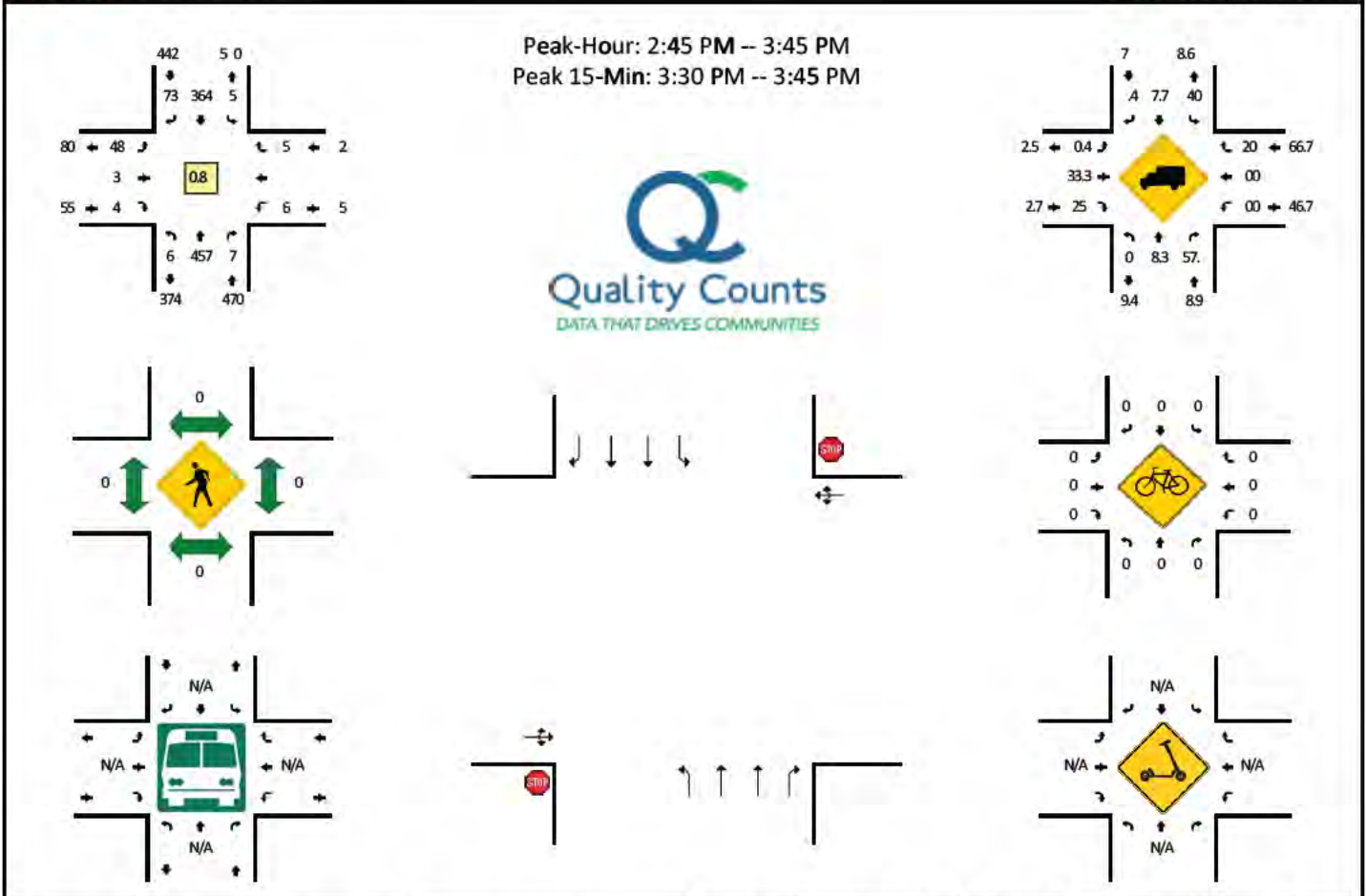
Thank you & have a blessed day.

*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

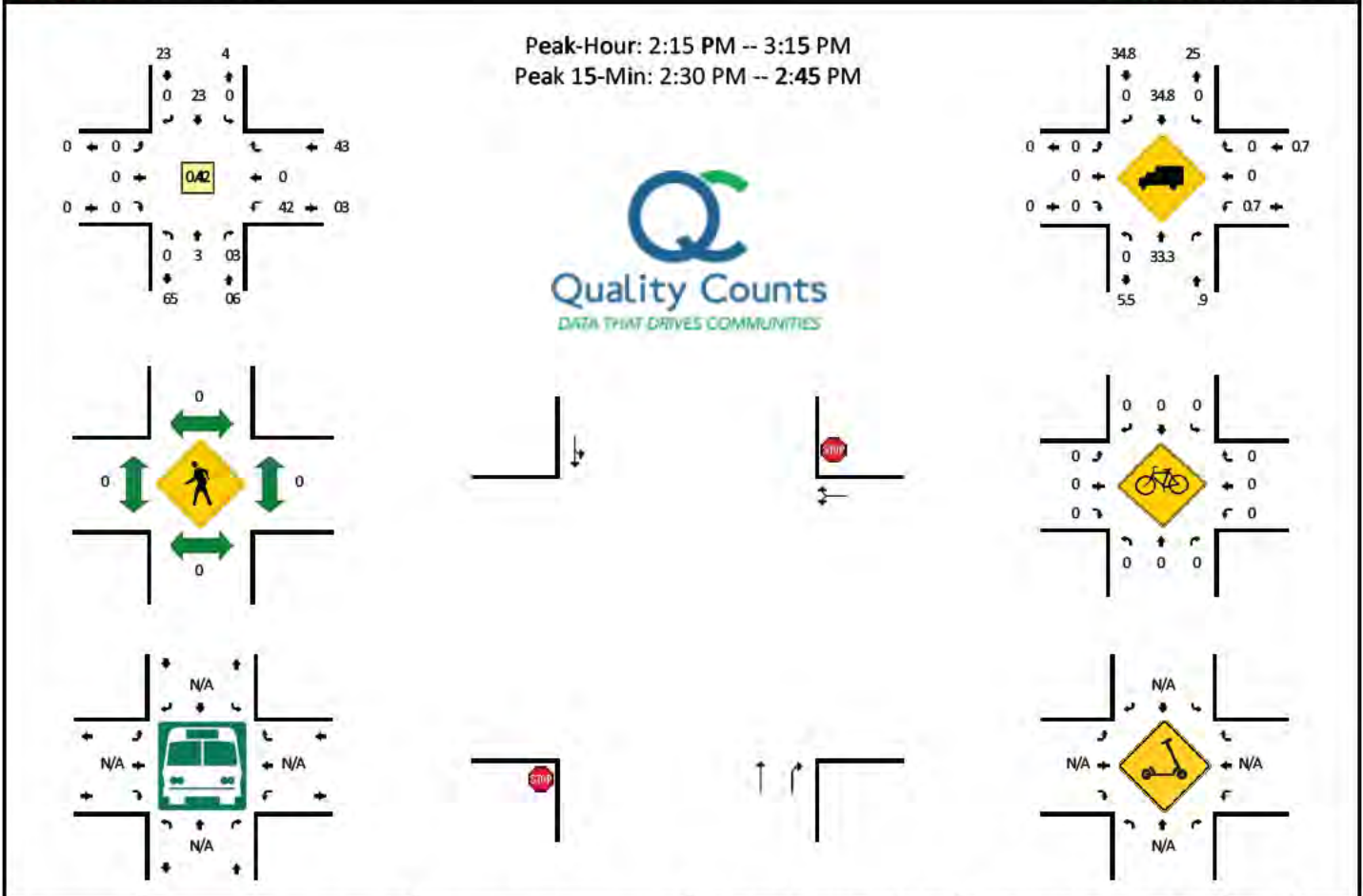


15 Min Count Period Beginning At	Lancaster Hwy (Northbound)				Lancaster Hwy (Southbound)				N Main St/Lewisville Middle School Dwy (Eastbound)				N Main St/Lewisville Middle School Dwy (Westbound)				Total	Hourly Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
2:00 PM	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



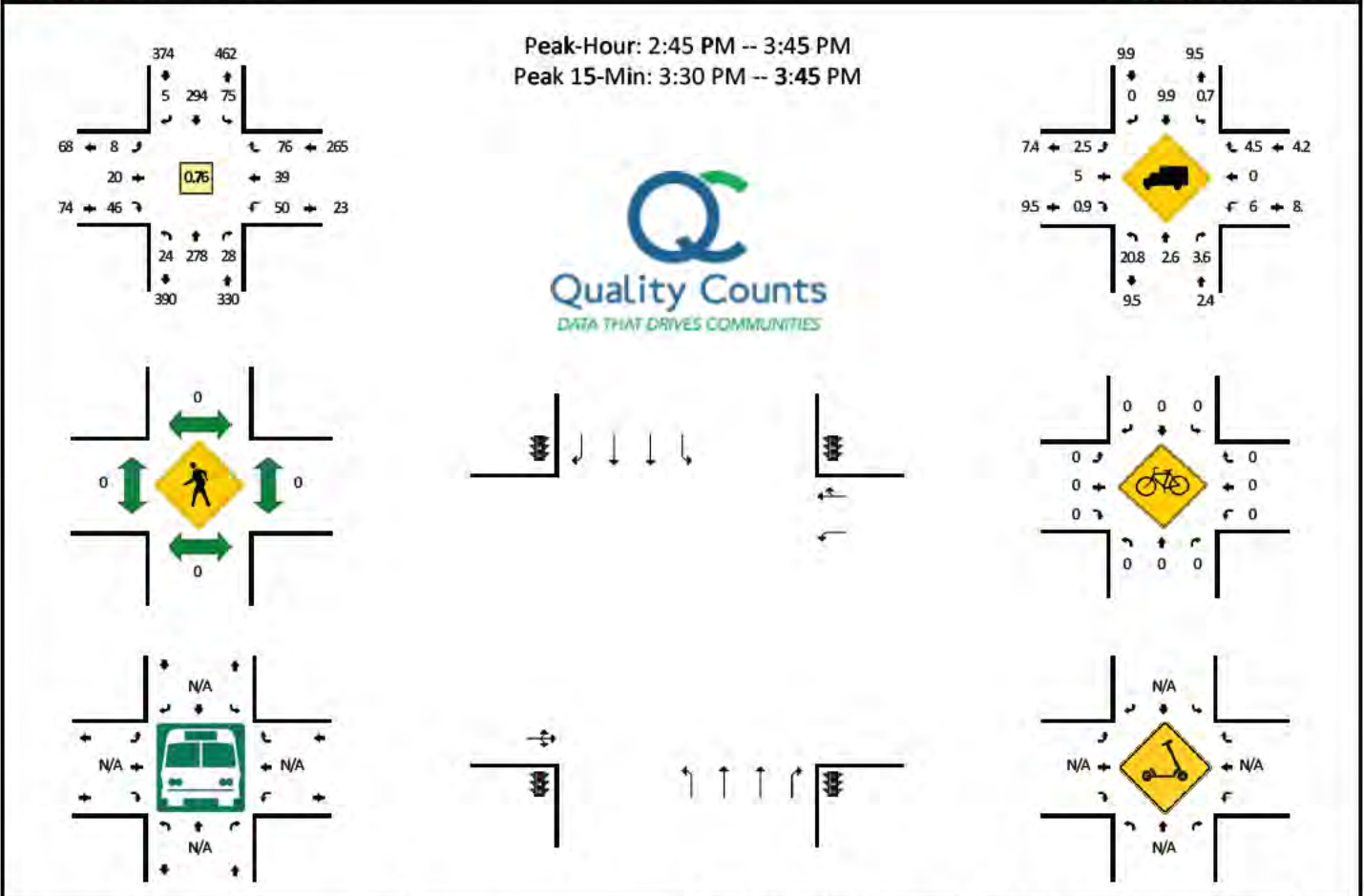
15 Min Count Period Beginning At	Lewisville High School Rd (Northbound)				Lewisville High School Rd (Southbound)				Lewisville Elementary School Dwy (Eastbound)				Lewisville Elementary School Dwy (Westbound)				Total	Hourly Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	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 Flow Rates	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	0	28	0	0	0	0	0	0	0	0	0	0	28	
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Pedestrians	0	0	0	0	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	0	0	0	0	
Scoters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Comments:



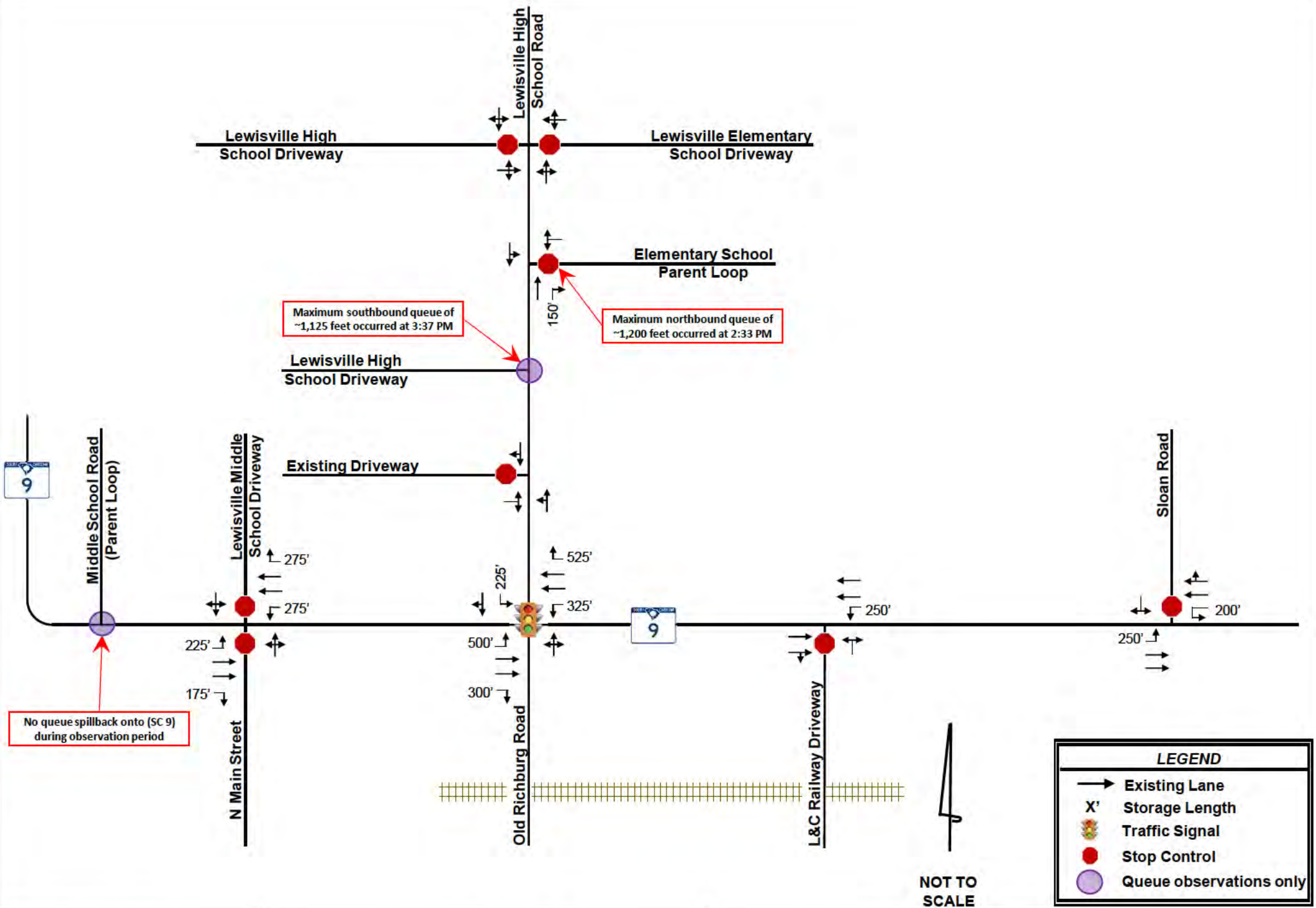
**LOCATION:** Lancaster Hwy -- Old Richburgh Rd/Lewisville High School Rd  
**CITY/STATE:** Chester, SC

**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

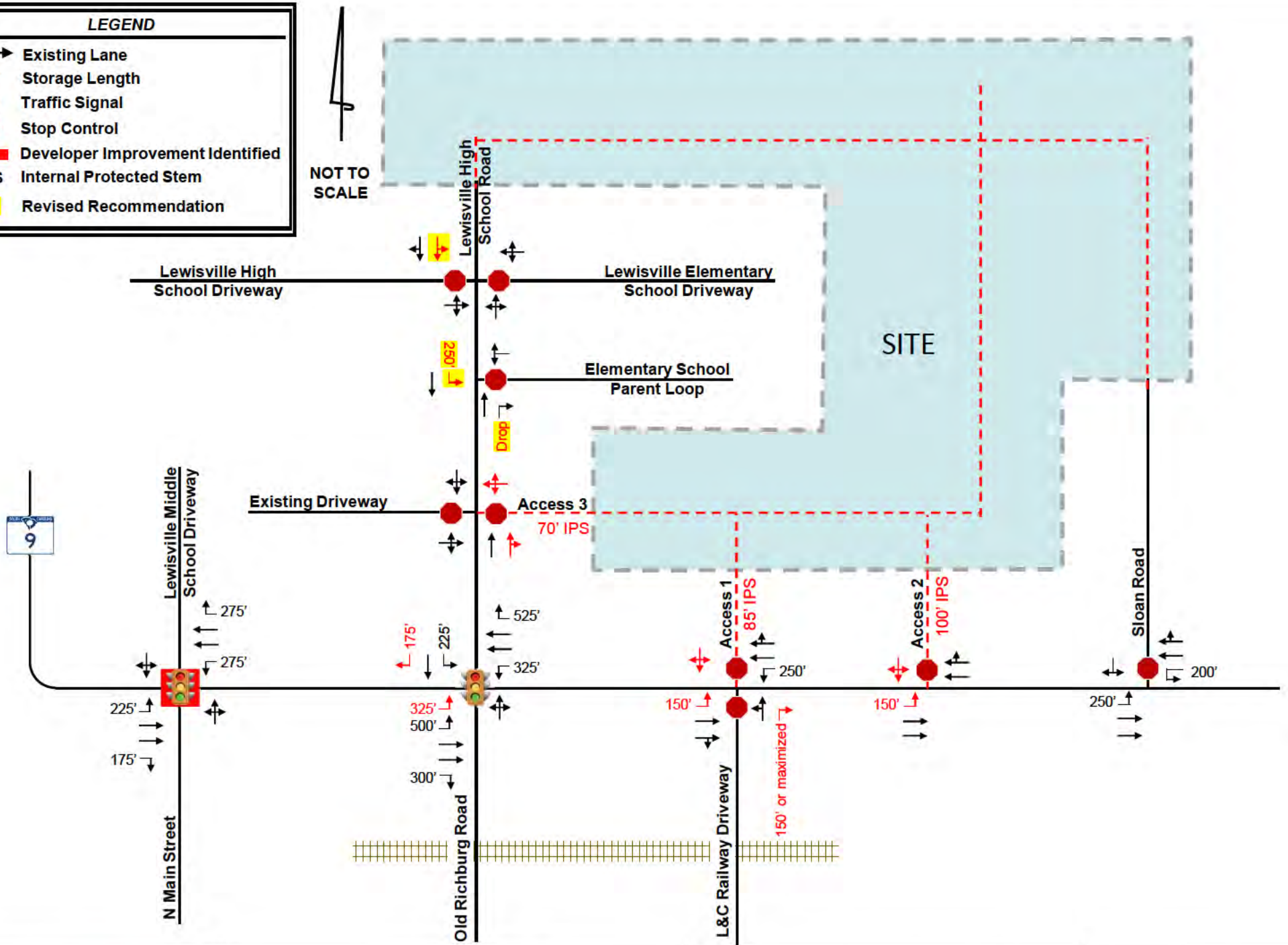
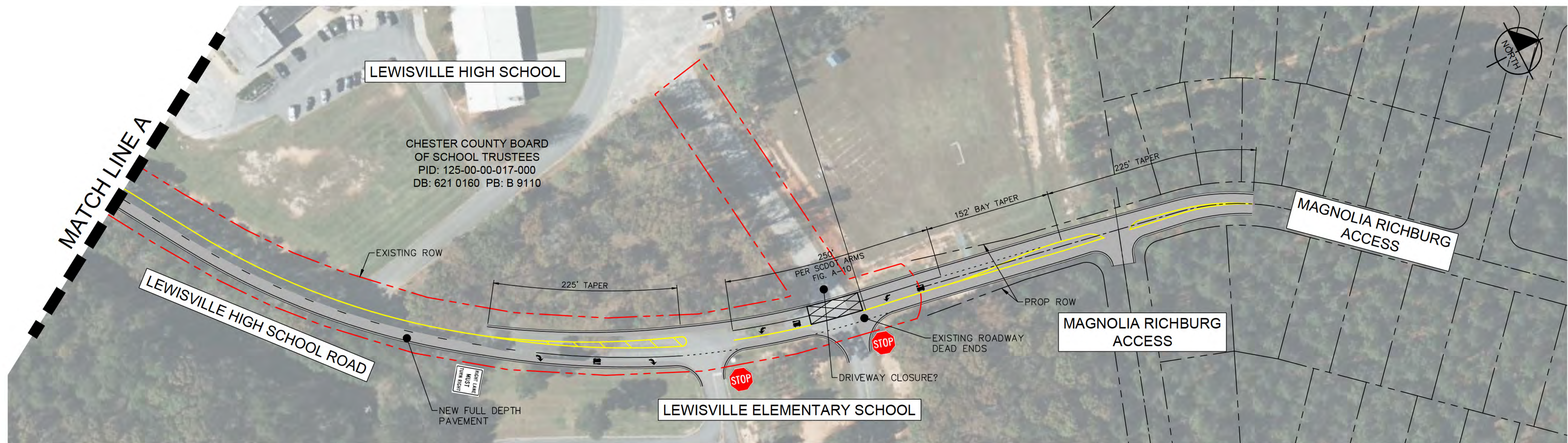
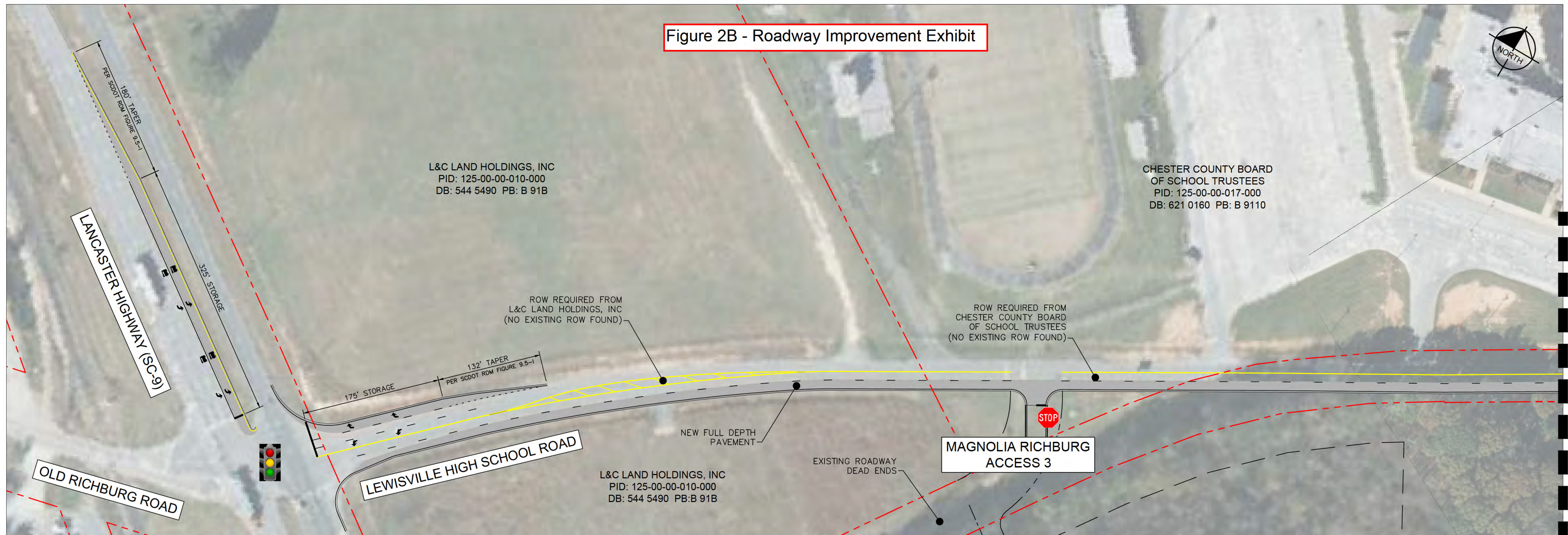
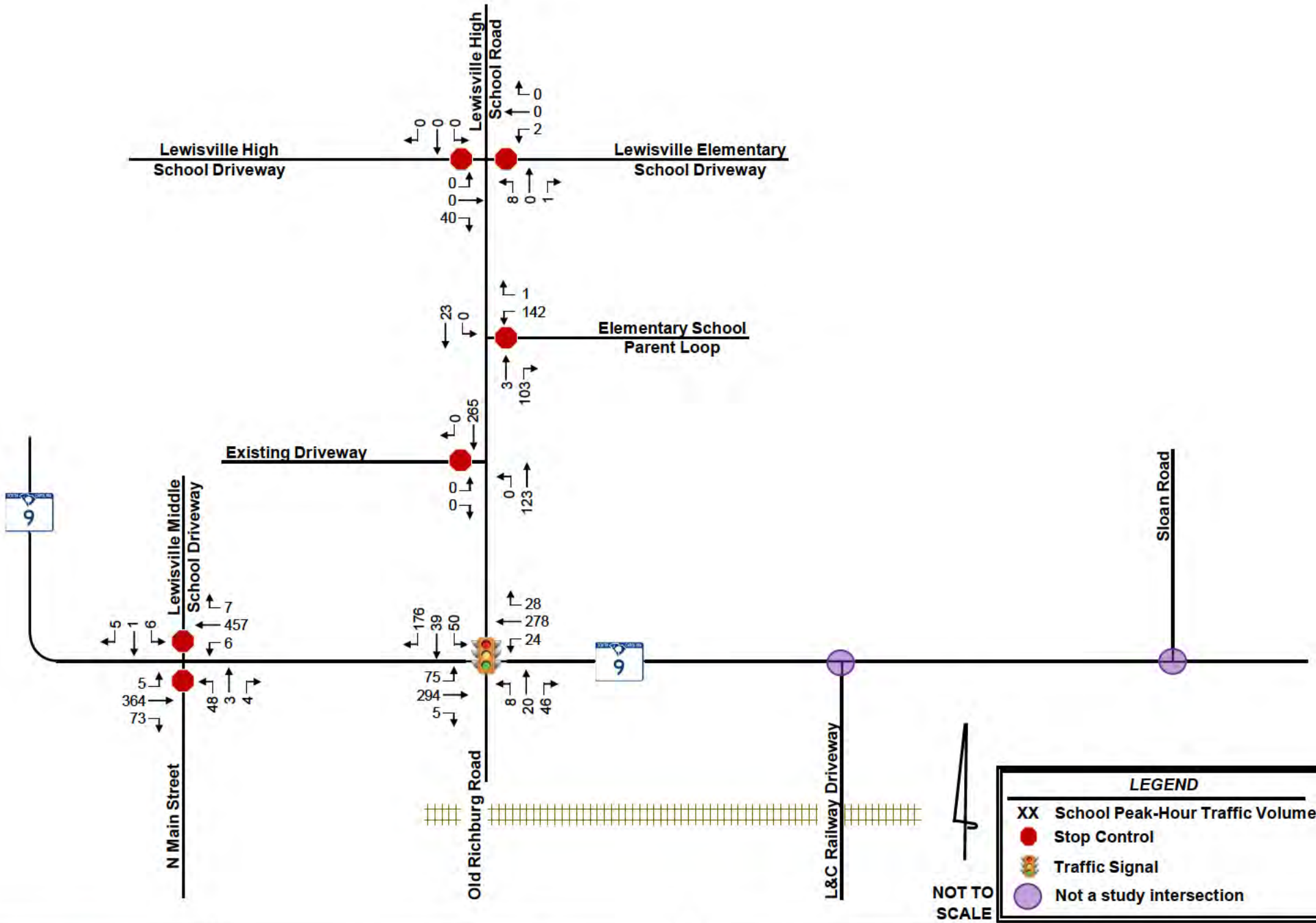




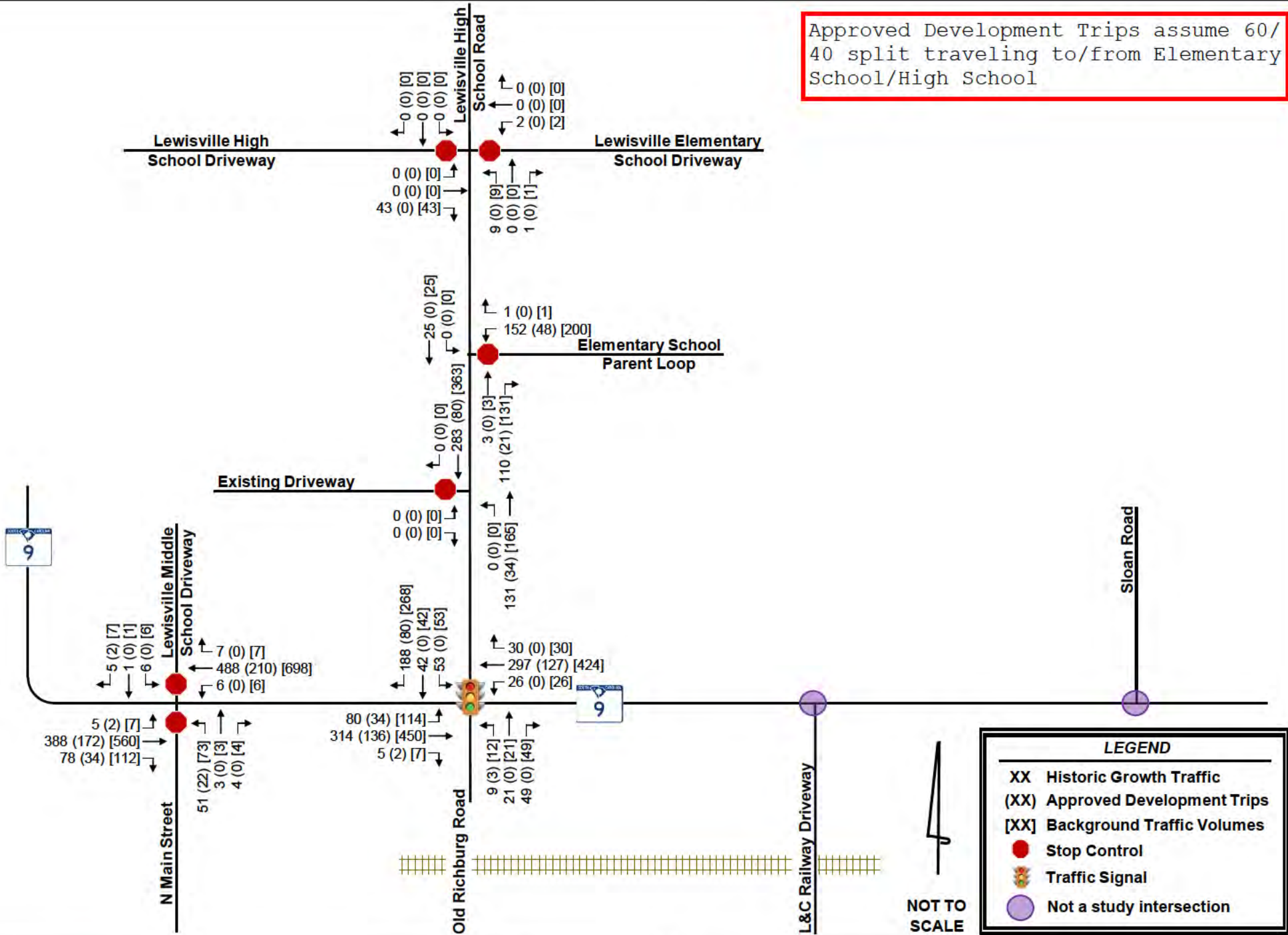
Figure 2B - Roadway Improvement Exhibit







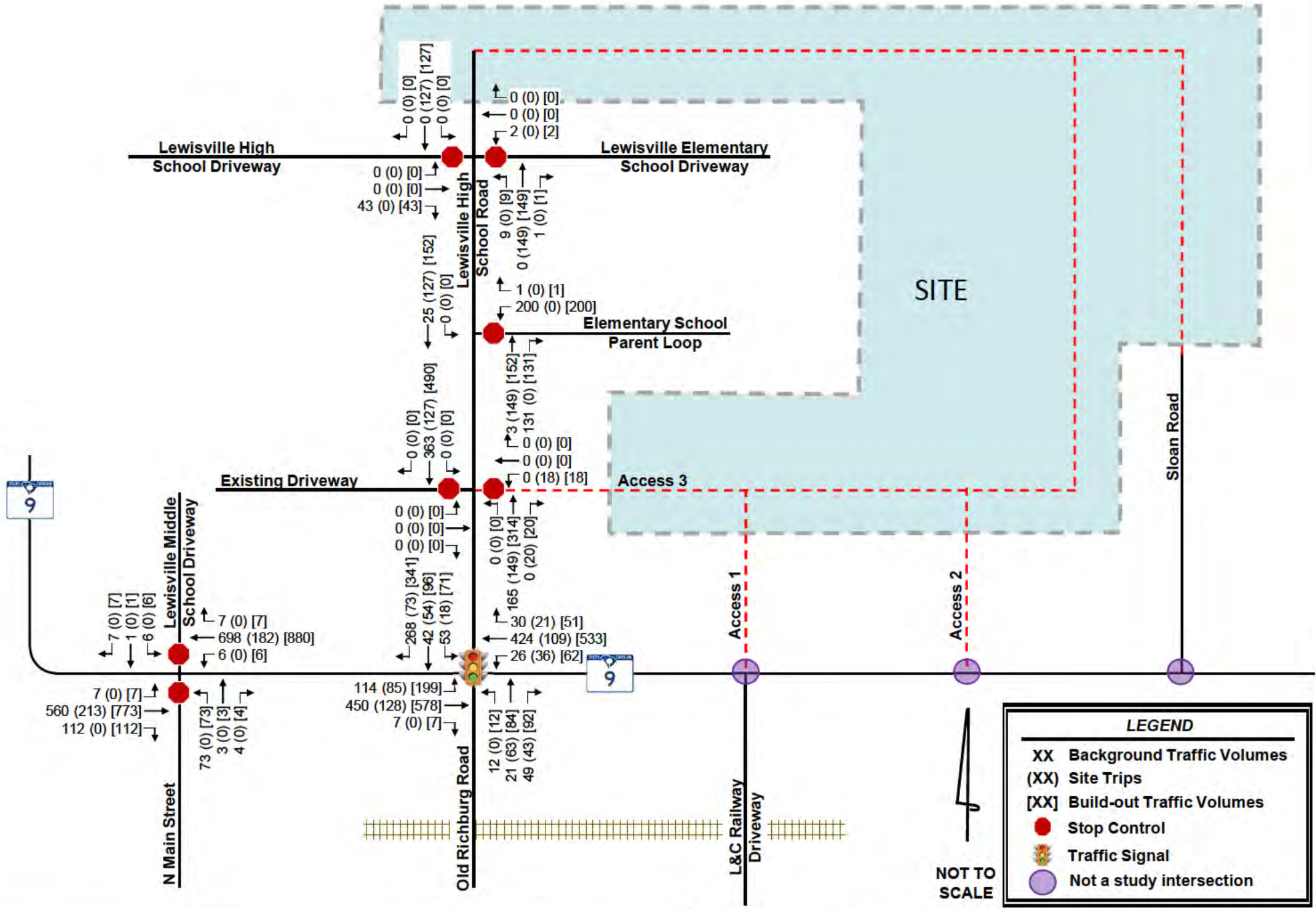
Approved Development Trips assume 60/40 split traveling to/from Elementary School/High School



**LEGEND**

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

NOT TO SCALE





























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

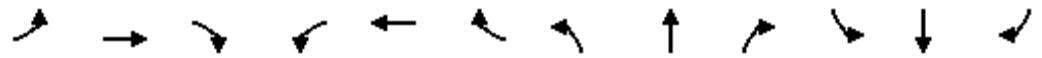


Lanes, Volumes, Timings

Magnolia Richburg TIA

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

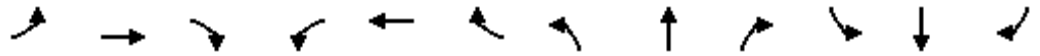
2020 FSR - 10/19/2019 School PM Peak Hour



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) 2022 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

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	T			T		
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%
ICU Level of Service	A
Analysis Period (min)	15

**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 (SC 9) 2015 Park Road School PM Peak Hour

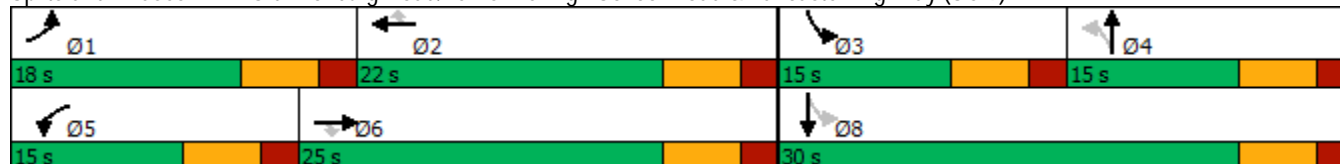


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach Delay		28.3			27.9			41.2			18.6	
Approach LOS		C			C			D			B	
Queue Length 50th (ft)	78	95	0	24	111	0		22		37	95	
Queue Length 95th (ft)	88	143	0	26	141	0		31		32	0	
Internal Link Dist (ft)		4442			1223			1400			767	
Turn Bay Length (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>Frt</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	T			T		
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
Stage 1	8	-	-
Stage 2	48	-	-
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	952	1074	-
Stage 1	1015	-	-
Stage 2	974	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	952	1074	-
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

1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SOS) 2025 Bu (16 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

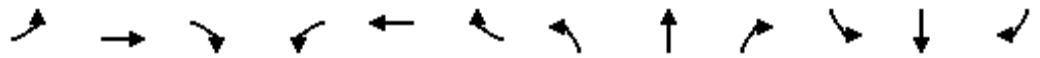
**Notes**  
 -: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    \*: All major volume in platoon



Lanes, Volumes, Timings

Magnolia Richburg TIA

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

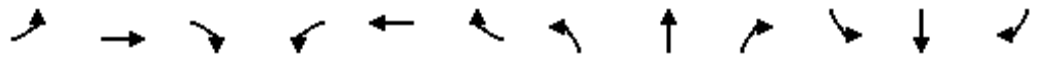
Intersection Summary	
Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	25.8% ICU Level of Service A
Analysis Period (min)	15

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	0
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

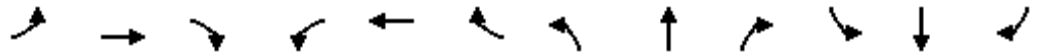
1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SO S) School PM Peak Hour



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 (US) School PM Peak Hour

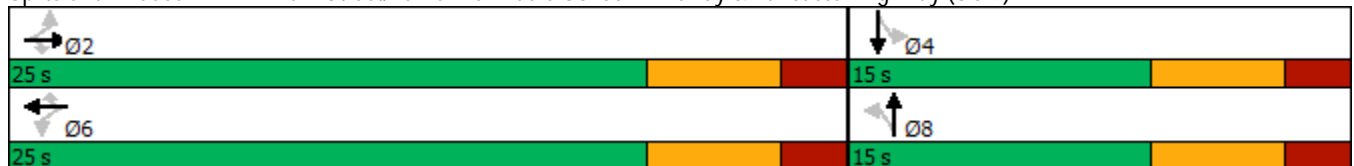


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach Delay		5.6			6.8			15.3			12.4	
Approach LOS		A			A			B			B	
Queue Length 50th (ft)	1	65	0	1	85	0		21			4	
Queue Length 95th (ft)	5	99	10	4	115	0		17			3	
Internal Link Dist (ft)		1441			4442			1260			1230	
Turn Bay Length (ft)	225		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)

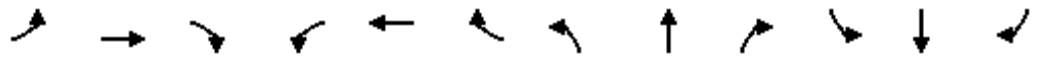




Lanes, Volumes, Timings

Magnolia Richburg TIA

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

## 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		
<b>THRESHOLD VALUES</b>			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:

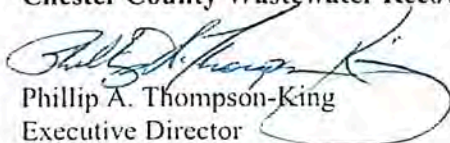
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

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:**

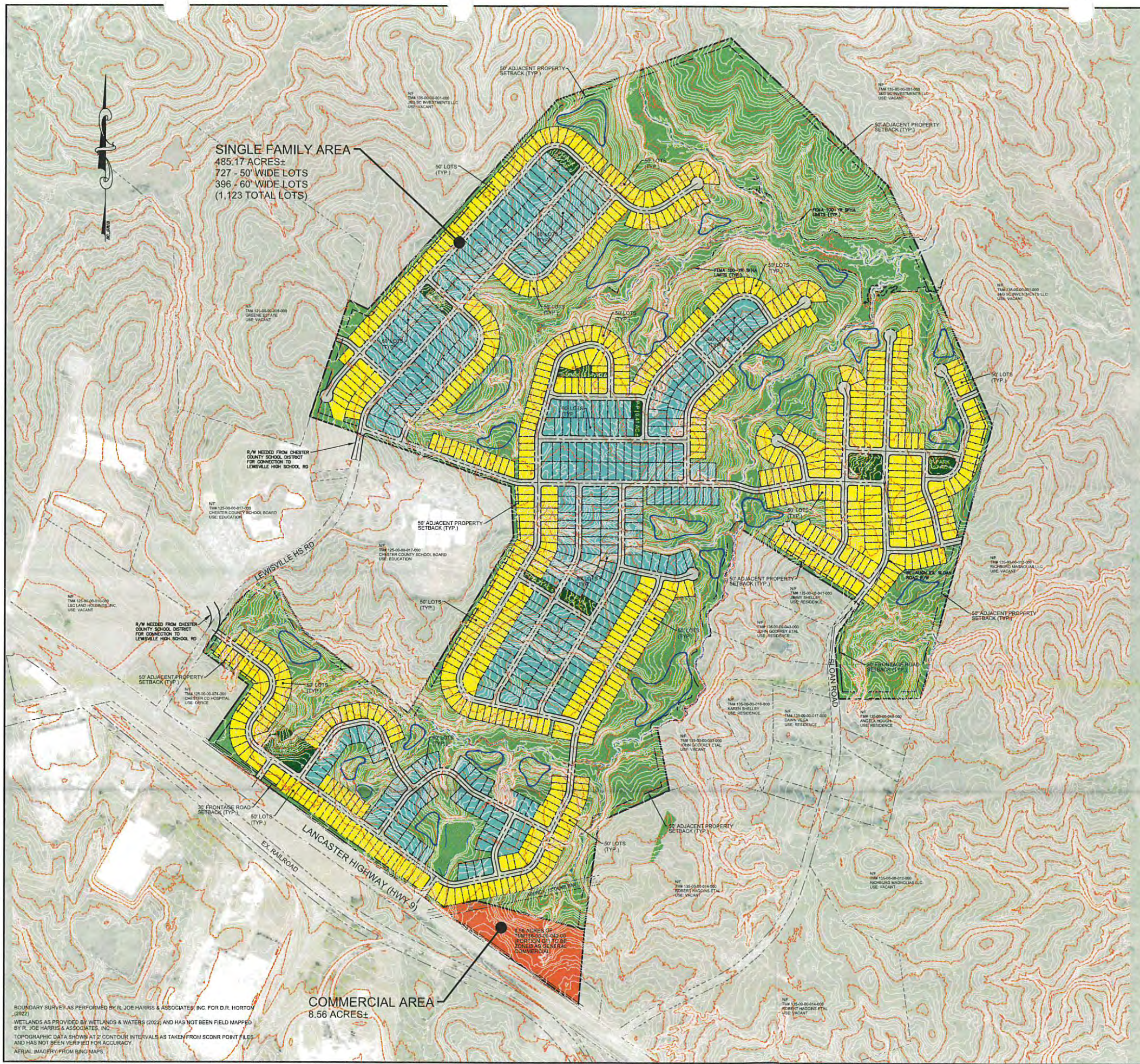
Please refer to the technical notes provided on the Magnolia Trace Planned Development Rezoning Plan.

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:**

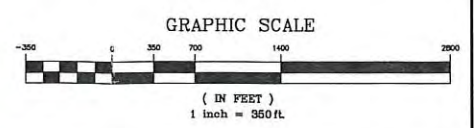
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.  
 SIDE YARD - 20 FT. (RESIDENTIAL)  
 - 10 FT. (ALL OTHERS)  
 REAR YARD - 20 FT.

**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 In Chester County	0
6/10/22	Revise Per New Ordinances for PDs	1

**Engineer:**



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

[www.rjoharris.com](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

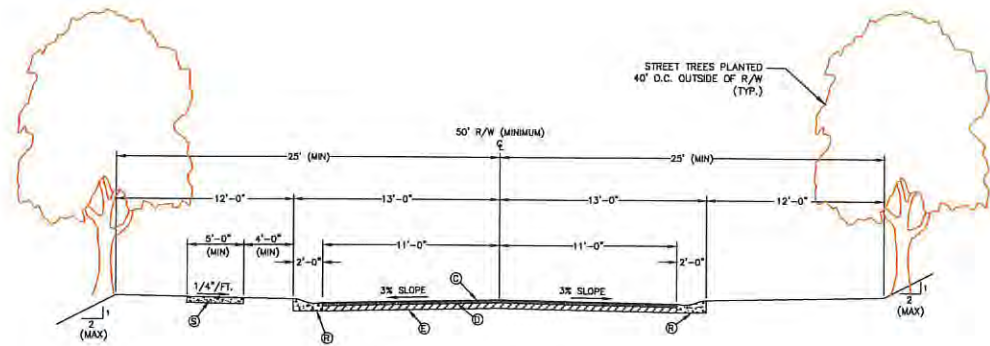
Project:  
**MAGNOLIA TRACE  
 PLANNED DEVELOPMENT**

Drawing Title:  
**PD REZONING  
 MASTER PLAN**

Project No. 5084-Magnolia Richburg	Drawing No.
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

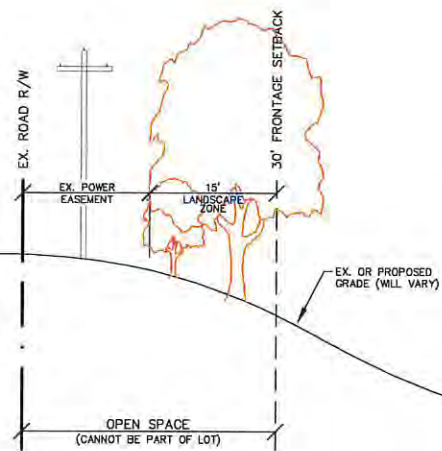




**LOCAL RESIDENTIAL STREET**

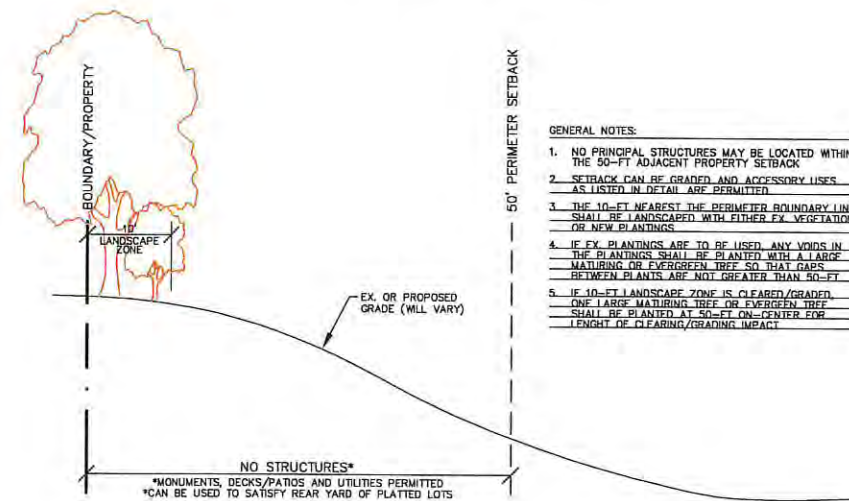
**PAVEMENT SCHEDULE**

- 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

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

Engineer:

**R. Joe Harris & Associates, Inc.**  
Engineering • Land Surveying • Planning Management  
1945 Executive Boulevard, Suite 300, York, PA 17403  
Phone: 717-833-9326  
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.	Drawing No.
5064-Magnolia Ridge	
DWG File Name:	
Magnolia Ridge PD Rezoning	RZ-2



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



-----**(SPACE ABOVE THIS LINE FOR RECORDING USE)**-----

**SOUTH CAROLINA** ) **DEVELOPMENT AGREEMENT**  
 ) **MAGNOLIA TRACE DEVELOPMENT**  
**CHESTER COUNTY** )

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of May \_\_\_, 2023 (“Agreement Date”), by and among **D.R. HORTON, INC.**, a Delaware corporation (“Developer”), and the **CHESTER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate, a political subdivision of the State of South Carolina (“State”), each a “Party,” collectively “Parties.”

**RECITALS**

**WHEREAS**, Developer has obtained the right to acquire certain real property consisting of approximately 494 acres, located in County and known as the Magnolia Trace development and more fully described in Section 1.04 of this Agreement (“Property”); and

**WHEREAS**, Developer has applied to County requesting that the Property be rezoned to Planned Development (PD); and

**WHEREAS**, Developer and County have determined that it is in the best interests of County and Developer to enter this Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to County and Developer on the scope and terms of the development; and

**WHEREAS**, Developer desires to obtain from County in connection with the development, and County is willing to provide, assurances: (1) that the Property will be zoned Planned Development (PD) for the duration of this Agreement, (2) that at receipt of Developer’s development and construction permits, Developer may proceed with the planned development and construction, and (3) that the Development Rights (defined below) will be vested for the duration of this Agreement; and

**WHEREAS**, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development in County, thus providing benefits to the citizens of County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement:

**NOW, THEREFORE,** in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including -160, as amended (collectively, “Act”) and Chester County Ordinance No. 2021-12 (“Ordinance No. 2021-12”), the parties to this Agreement, intending to be legally bound, agree as follows:

## ARTICLE I GENERAL

**Section 1.01. Incorporation.** The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

### **Section 1.02. Definitions.**

(A) In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings:

- (1) “County Council” means the governing body of County.
- (2) “Development Rights” means the right of Developer to develop all or part of the Property in accordance with this Agreement.
- (3) “Ordinance No. 2021-12” means Ordinance No. 2021-12 of County which is cited as the Development Agreement Ordinance for Chester County, South Carolina.
- (4) “UDO” means the Land Development Ordinance, enacted June 3, 1996, as amended to be the most current adopted version on file with the County.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 2021-12 or the UDO.

**Section 1.03. Parties.** The Parties to this Agreement are County and Developer.

**Section 1.04. Property.** This Agreement applies to four parcels of land identified as Tax Map Nos. 135-00-00-019-00, 135-00-00-020-00, 135-00-00-032-00 and 136-00-00-042-000, which is reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

**Section 1.05. Zoning.** The Property is currently zoned Limited Industrial District (ID-2) and is anticipated to be rezoned Planned Development (PD) pursuant to Ordinance No. 2022-\_\_\_\_\_.

### **Section 1.06. Development Program.**

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all standards contained in the most current version of the UDO unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control. The Development Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

#### **Section 1.07. Development Schedule.**

(A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall (i) commencement of construction occur on or after a date that is two years from the Agreement Date. Without modification, the Developer must apply for and be approved for the appropriate building permits within two years from the Agreement Date or the zoning will revert back to the original classification.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective 60 days from receipt by the Clerk to Council unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 60-day period.

**Section 1.08. Relationship of Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

### **Section 1.09. Benefits and Burdens.**

(A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to County of the transfer of property to a developer in the manner prescribed in section 3.05.

(C) Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property when Developer acquires title to or Development Rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement, and (iii) acknowledge agricultural activities, including, but not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and the sale of farm products may be practiced and take place in the area of the Property. The Developer stipulates and will include such notice of agricultural activities in the homeowners' association documents and restrictive covenants, and more specifically in a standalone restrictive covenant, for the Property so all subsequent owners are aware of such agricultural activities. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

**Section 1.10. Term.** The term of this Agreement commences on the Agreement Date and terminates ten (10) years thereafter, such that at the end of the 10-year term, Developer no longer has any Development Rights, vested rights, and/or any other rights in the Property that arise out of or relate to this Agreement.

**Section 1.11. Required Information.** Ordinance No. 2021-12 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

### **Section 2.01. Representations and Warranties of County.**

(A) County has found that the development permitted by this Agreement is consistent with County's comprehensive plan and UDO.

(B) County has approved this Agreement by adoption of Ordinance No. 2022-\_\_ in accordance with the procedural requirements of the Act, Ordinance No. \_\_ and any other

applicable state law.

(C) County represents that prior to the final reading of Ordinance No. 2022-\_\_\_\_ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

### **Section 2.02. Representations and Warranties of Developer.**

(A) Developer represents that the number of acres of highland contained in the Property is greater than 250 acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

(C) Developer represents and warrants that the execution, delivery, and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of Developer.

## **ARTICLE III DEVELOPMENT RIGHTS**

### **Section 3.01. Vested Right to Develop.**

(A) County agrees that Developer, upon receipt of its development permits as identified in section 3.04, may proceed to develop the Property according to this Agreement and the UDO. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when Developer has complied with all requirements of section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to this Agreement, for the term of this Agreement.

(C) Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022-\_\_\_\_, the UDO and the terms of this Agreement if and only if Developer has complied with all the requirements of section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) Developer acknowledges that County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be



installed, tested and in acceptable condition before final plat approval.

**Section 3.02. Effect on Vested Rights Act and County Ordinance No. [1].** The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated sections 6-29-1510 through and included –1560, as amended, or the provisions of Ordinance No. [1], County’s ordinance relating to the Vested Rights Act.

**Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.**

(A) It is recognized that laws and regulations will periodically change. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth in this Agreement.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

(C) Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by County.

**Section 3.04. Development Permits.**

(A) Notwithstanding this Agreement, Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Site Plan approval;
- (2) Preliminary plan approval
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

**Section 3.05. Non-Transfer of Development Rights.** Developer is not permitted to transfer its Development Rights to other developers. This provision does not apply to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not Developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy. Any purported transfer of rights to a subsequent developer is a breach of, and voids, this Agreement.

#### ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

**Section 4.01. Purpose of Article.** The Parties understand and agree that Development of the Property imposes certain burdens and costs on County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may, but are not necessarily guaranteed to, meet, or exceed the burdens and costs placed on County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of County. The purpose of this article is to identify the matters agreed upon to be provided by Developer to mitigate such burdens and costs.

**Section 4.02. Other Charges or Fees.**

(A) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

(B) All units and attached dwellings shall be subject to a development fee in the amount of \$5,000 per lot, payable by the building permit applicant to the County at the time of issuance of each respective building permit.

**Section 4.03. Infrastructure and Services.** The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to County road system

or serving as a necessary component for the proper development of County road system. County will not accept the roads within the Property into County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(B) Potable Water, Sewage Treatment, and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by one or more of the following Chester Municipal District, Chester Wastewater Recovery, and/or some other public or private entity. Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the appropriate provider and *not* County. County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and/or sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services or sewer services in County and that each service provider is a separate apart and distinct from County over which County has no control.

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Solid Waste Collection. County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in County. It is understood and acknowledged that County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(E) Fire Services. The Property is in Richburg Fire Protection District service area and fire services will be provided by the Richburg Fire Protection District, or its successor entities.

(F) School Services. Public school services are now provided by the Chester County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in County.

## ARTICLE V MISCELLANEOUS

**Section 5.01. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the

party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To County: Chester County, South Carolina  
Attn: Brian Hester, County Administrator  
1476 J.A. Cochran Bypass (hand delivery/courier service)  
Post Office Box 580  
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

Winters Law Firm  
Attn: Joan E. Winters, Esq.  
105 Main Street (hand delivery/courier service)  
Post Office Box 127  
Chester, South Carolina 29706

And to Developer:

D.R. Horton, Inc.  
Attn: Troy Karski  
8025 Arrowridge Blvd.  
Charlotte, NC 28273

With a Copy to: Morton & Gettys, LLC  
Daniel J. Ballou, Esquire  
301 E. Main St., Suite 300 (29730)  
P.O. Box 707 (29731)  
Rock Hill, SC

## **Section 5.02. Amendments.**

(A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such

statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) An amendment to this Agreement with the exceptions identified for Exhibit B, must be processed, and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

**Section 5.03. Periodic Review.** At least every 12 months, the Planning Director for County, or the designee of the Planning Director for County, must review compliance with this Agreement by Developer. At the time of review Developer must demonstrate good faith compliance with the terms of the Agreement.

**Section 5.04. Breach of Agreement.**

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for County, or the Planning Director's designee, determines that Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for County shall serve notice in writing, within a reasonable time after the periodic review, on Developer setting forth the nature of the breach and the information supporting the determination, and providing Developer a reasonable time in which to cure the breach.

(B) If Developer fails to cure the breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then County may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, County Council must first give Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

**Section 5.05. Enforcement.** The Parties shall each have the right to enforce this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

**Section 5.06. No Third-Party Beneficiary.** The provisions of this Agreement may be enforced only by the Parties. No other persons, natural or corporate, shall have any rights hereunder.

**Section 5.07. Recording of Agreement.** The Parties agree that Developer shall record this Agreement with County Clerk of Court within 14 days of the date of execution of this Agreement.



**Section 5.08. Administration of Agreement.** County is the only local government that is a party to this Agreement and County is responsible for the Agreement's administration.

**Section 5.09. Effect of Annexation and Incorporation.** The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in any municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

**Section 5.10. Estoppel Certificate.** Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**Section 5.11. Entire Agreement.** This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

**Section 5.12. Covenant to Sign other Documents.** County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

**Section 5.13. Construction of Agreement.** The Parties agree that each party 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 shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 5.14. Assignment.** The rights, obligations, duties, and responsibilities devolved by this Agreement on or to Developer are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of section 1.09 and section 3.05. County may assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to County to any other person, firm, corporation, or entity.

**Section 5.15. Governing Law; Jurisdiction; and Venue.**

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 6<sup>th</sup> Judicial Circuit of the State of South Carolina.

**Section 5.16. Counterparts.** This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**Section 5.17. Eminent Domain.** Nothing contained in this Agreement shall limit, impair, or restrict County's right and power of eminent domain under the laws of the State.

**Section 5.18. Severability.** If any provision in this Agreement or the application of any provision of this Agreement is unenforceable, then that unenforceability shall apply only to the unenforceable provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the unenforceable provision would prevent or materially impair County's and Developer's right or ability to complete performance of this Agreement, then the Parties agree to use their best efforts to renegotiate that provision to provide the affected party with the ability completely to perform this Agreement.

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) County and Developer have each executed the Agreement, and (ii) Developer has delivered to County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., June 20, 2023, then this Agreement is automatically terminated without further action of either County or Developer. The obligation of Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

(C) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer 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 Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 5.20. Indemnification Covenants.**

(A) Except as provided in paragraph (d) below, the Developer 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 Developer shall reimburse the County for all its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Developer shall pay the County within 30 days of receipt of the statement. The Developer 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 Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Developer shall resist or defend against such claim on behalf of the Indemnified Party, at the Developer's expense. The Developer 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 Developer 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 Developer 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 Developer 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 Developer notice, reasonable under the circumstances, to defend or otherwise respond to a claim.

#### **Section 5.21. General Terms and Conditions.**

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land.

(B) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

(C) Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herein.

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

DRAFT

**IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.**

WITNESSES:

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

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

DEVELOPER:

**D.R. HORTON**  
A Delaware Corporation

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

[], who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]



WITNESSES:

\_\_\_\_\_  
Carolina

Name:

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

COUNTY:

**CHESTER COUNTY, SOUTH CAROLINA,**  
a political subdivision of the State of South

\_\_\_\_\_  
By: Brian Hester  
Its: County Administrator

[COUNTY SEAL]

Attest:

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

**SOUTH CAROLINA**

)

**ACKNOWLEDGMENT**

**CHESTER COUNTY**

)

)

Brian Hester, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

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

[TO BE COMPLETED PRIOR TO EXECUTION]

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT B**  
**DEVELOPMENT PROGRAM**

1. *Master Plan*: The Master Plan shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Master Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District*: The Property, once rezoned, will be in the [] zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement

3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Master Plan.

4. *Prohibited Uses*: The following uses shall not be permitted on the Property regardless of the provisions contained in the UDO: gas station, vape lounge, and gaming.

5. *Dimensional Requirements*: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the UDO and noted in the table below.

**MODIFIED MINIMUM DIMENSIONAL STANDARDS\***


\*In addition to the lot dimensions referenced above, the residential garage shall be set back a minimum of [] feet from the front façade of the house or [] from the edge of the right-of way for front-loaded single-family detached homes and townhomes, whichever is greater. Placement of single-family detached homes and townhome units shall be staggered.

6. *Maximum Development Intensity*: The maximum number of residential units on the Property shall be limited as specified below in the table.


7. *Residential Section – Site Layout and Architecture*

- a. General Site Layout:
- b. Architecture: Homes shall be constructed with a mix of materials including brick,

stone, and/or cementitious siding (*i.e.*, Hardie). Vinyl siding shall not be permitted as a primary wall material but may be used for minor accent areas.

8. *Commercial Section-Site Layout and Architecture:*

- a. General Site Layout:
- b. Architectural Design and Materials:

9. *Open Space and Landscaping*

- a. Open Space Quantity and Design:
- b. Open Space Amenity Features (including timing):
- c. Tree Preservation and Protection:
- d. Buffers:
- e. Pump Station Screening:
- f. Landscaped Medians:
- g. BMP Design/Landscaping:

10. *Transportation:*

- a. Offsite Improvements:
- b. Onsite Improvements:

11. *Modification of Development Program:* It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

a. **Minor Modifications:** Minor Modifications are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Master Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. **Moderate Modifications:** Moderate Modifications are those modification to the Master Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes or are modifications to the text of Exhibit B that do not reflect the inclusion of new land use categories, increases to maximum dwelling units or square footage allowances. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved

Moderate Modifications shall be recorded by Developer and made an amendment to Exhibit B.

c. Major Modifications: Major Modifications are those that do not qualify as either a Minor or Moderate Modification, such as a substantive changes in the location of land uses or the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT



**EXHIBIT C**  
**DEVELOPMENT SCHEDULE**

[TO BE COMPLETED PRIOR TO EXECUTION]

This estimated Development Schedule is subject to update according to section 1.07.

Notwithstanding any other part of this Agreement, Property's development is limited to [] residential units.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT D**  
**REQUIRED INFORMATION**

The Act and Ordinance No. [] require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. [].

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, [owner], is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

(B) *the duration of the agreement which must comply with section 6-31-40 of the Act.* See section 1.10.

(C) *a representation by Developer of the number of acres of highland contained in the property subject to the agreement.* See section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height.* See section 1.06.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by Developer.* See article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer shall comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.* See section 3.04.

(I) *a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with County's comprehensive plan and land development regulations.* See section 2.01(A).

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures.* Developer shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See section 1.07 and Exhibit C.

(L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See section 5.08.

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of County Code of Ordinances, or both. See section 3.01(B) and Exhibit E.

(N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See section 5.09.

(P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement. See section 5.02.

(Q) a provision for periodic review, consistent with the provisions of section 8 of Ordinance No. []. See section 5.03.

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of section 9 of Ordinance No. []. See section 5.04.

(S) a provision that Developer, within 14 days after County executes the Agreement, will record the Agreement with County Clerk of Court. See section 5.07.

(T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, County and Developer. See section 1.09(A).

(U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See section 1.09(B), section 3.05, and section 5.14.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT E**  
**LAWS AND LAND DEVELOPMENT REGULATIONS**

1. Ordinance No. 2022-[] zoning the Property as [].
2. Ordinance No. 2022-[], approving this Development Agreement.
3. Ordinance No. 2022-[], the Development Agreement Ordinance.
4. Unified Development Ordinance of Chester County: Land Development Ordinance, enacted June 3, 1995, as amended as of the Agreement Date (“UDO”). The UDO includes Ordinance No. 2021-12, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Chester County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.
5. Land Development Regulations of Chester County: *See* Unified Development Ordinance of Chester County.
6. Zoning Ordinance, enacted April 6, 1998, as amended.
7. Article [], Chapter [], Chester County Code of Ordinances [] [] [].

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT F**  
**FORM REQUEST TO MODIFY DEVELOPMENT SCHEDULE**

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHESTER         )

**ADDENDUM**  
**TO**  
**DEVELOPMENT AGREEMENT**

**THIS ADDENDUM TO A DEVELOPMENT AGREEMENT (“Addendum”)** is made effective on the

**[insert recording date of Addendum]**

, by Chester County, a political subdivision of the State of South Carolina, and

**[insert *Company Name*, a \_\_\_\_\_ company, or its successor or assign]**

RECITALS

**WHEREAS**, [*Company Name*], a \_\_\_\_\_ company (the “Property Owner”), is a party to that certain Development Agreement with CHESTER COUNTY, SOUTH CAROLINA (the “County”), effective date of \_\_\_\_\_, 20[ ], recorded on \_\_\_\_\_, 202[ ] in the office of Chester County Clerk of Court in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Development Agreement”); and

**[if applicable, insert successor or assign of \_\_\_\_\_ as a Developer pursuant to an Assignment]**

**WHEREAS**, the Development Agreement is appurtenant to and runs with that certain real property situate in Chester County, South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

**WHEREAS**, without limitation, Section 1.07. of the Development Agreement establishes a vested right in a Development Schedule, together with commencement, interim completion, and completion dates for development of the Property in accordance with the terms of the Development Agreement; and

**WHEREAS**, without limitation, Section 1.07. of the Development Agreement provides that the

**[insert either Property Owner or Developer]**

(hereinafter the “Petitioner”) may request a modification in the Development Schedule of Section 1.07. of the Development Agreement; and

**WHEREAS**, Section 1.07. of the Development Agreement further provides that where the Petitioner demonstrates that there is good cause to modify the Development Schedule, the County

shall approve such request within 45 days of its submittal, and that such modification shall not constitute or require an amendment of the Development Agreement; and

**WHEREAS**, the Petitioner has requested, and the County has approved, a modification in the Development Schedule of Section 1.07. of the Development Agreement as more specifically set forth herein below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

**NOW, THEREFORE**, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07. of the Development Agreement as follows:

**1. Modification of Development Phasing Schedule.** The Development Schedule for the Addendum Property shall hereby be modified as follows:

**[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]**

**2. Approval by County.** This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning Director’s signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

\_\_\_\_\_  
**[insert name]** Planning Director’s Dated Stamp of Approval  
Chester County Planning Director

**3. Effect of Modification of Development Phasing Schedule.** Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

**4. Recording Required.** This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County’s approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

**5. Authority.** The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

**[insert Section 6. only if Petitioner is not \_\_\_\_\_ [company name] \_\_\_\_\_ or its successor in corporate interest]**

**6. Consent by Property Owner.** The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:



Witness:

**Property Owner:**

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

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named \_\_\_\_\_, (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (Property Owner), \_\_\_\_\_ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
County, State of \_\_\_\_\_

\_\_\_\_\_  
(Witness #1 sign here)

My Commission Expires: \_\_\_\_\_

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]



**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 \_\_\_\_\_

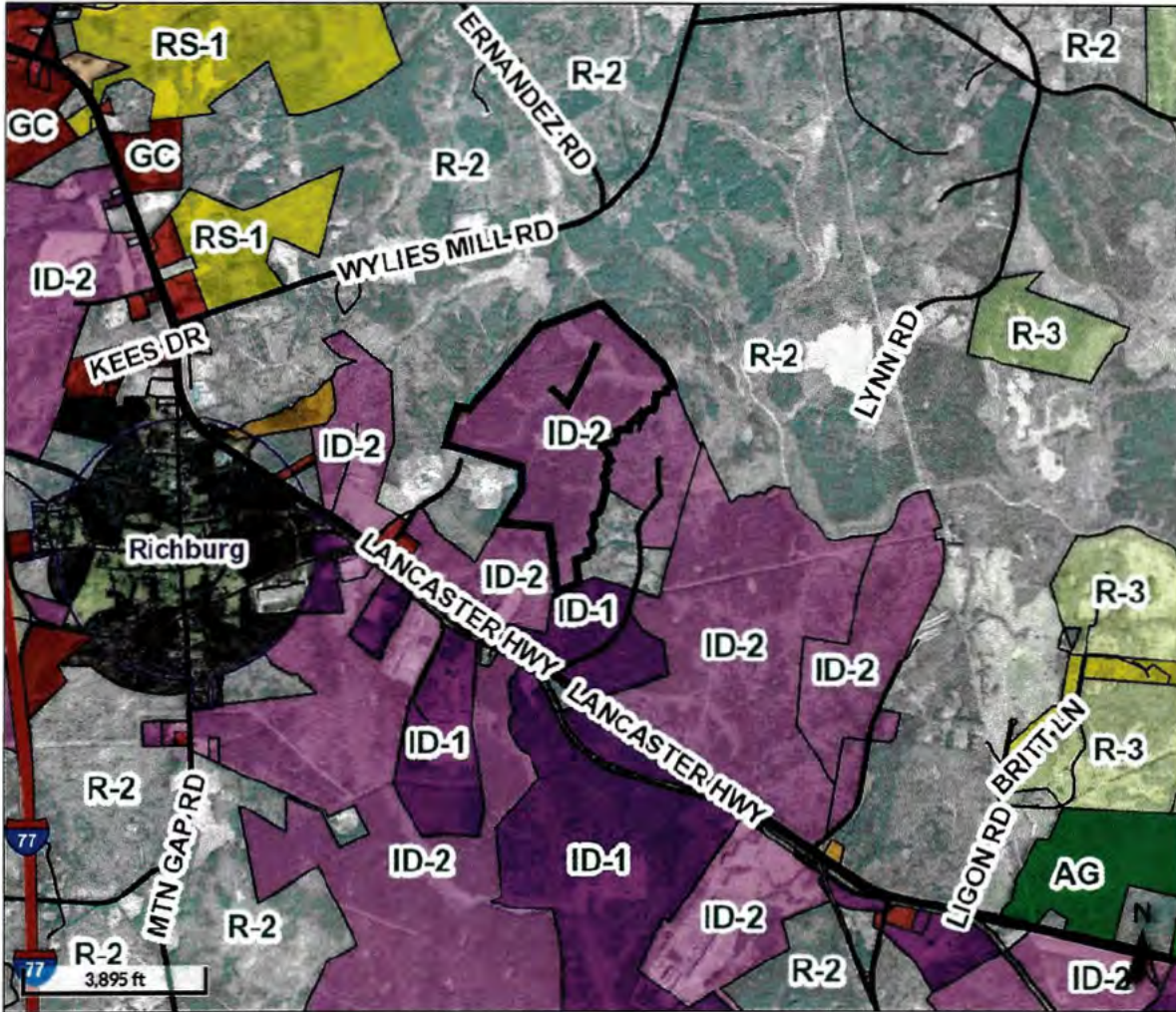
Owner(s) if other than applicant(s): Richburg Magnolias, LLC  
 Address: P.O. Box 1107, Lancaster, SC 29721  
 Telephone: \_\_\_\_\_ cell N/A work N/A  
 E-Mail Address: N/A

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

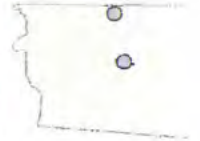
Owner's signature: [Signature] Date: 4-19-2022  
 Applicant signature: [Signature] Date: 4/19/2022

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**

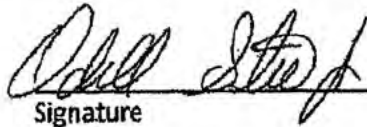
**AGENT AUTHORIZATION**

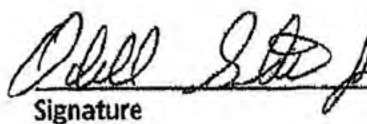
On behalf of Richburg Magnolias, LLC and Lewisville T-1 Properties, LLC (Sellers), I/we hereby appoint and grant D.R. Horton, Inc. (Purchaser) and its representatives authorization to file for and seek rezoning and development approvals associated with the following properties:

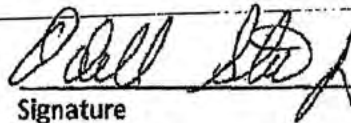
Tax Parcels: 135-00-00-019-00  
135-00-00-020-00  
135-00-00-032-00  
136-00-00-042-000 (portion of equal to 9.45 acres)

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)

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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:

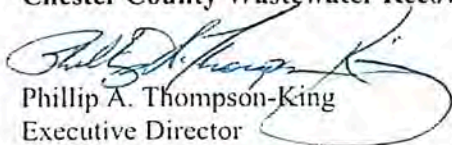
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

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:**

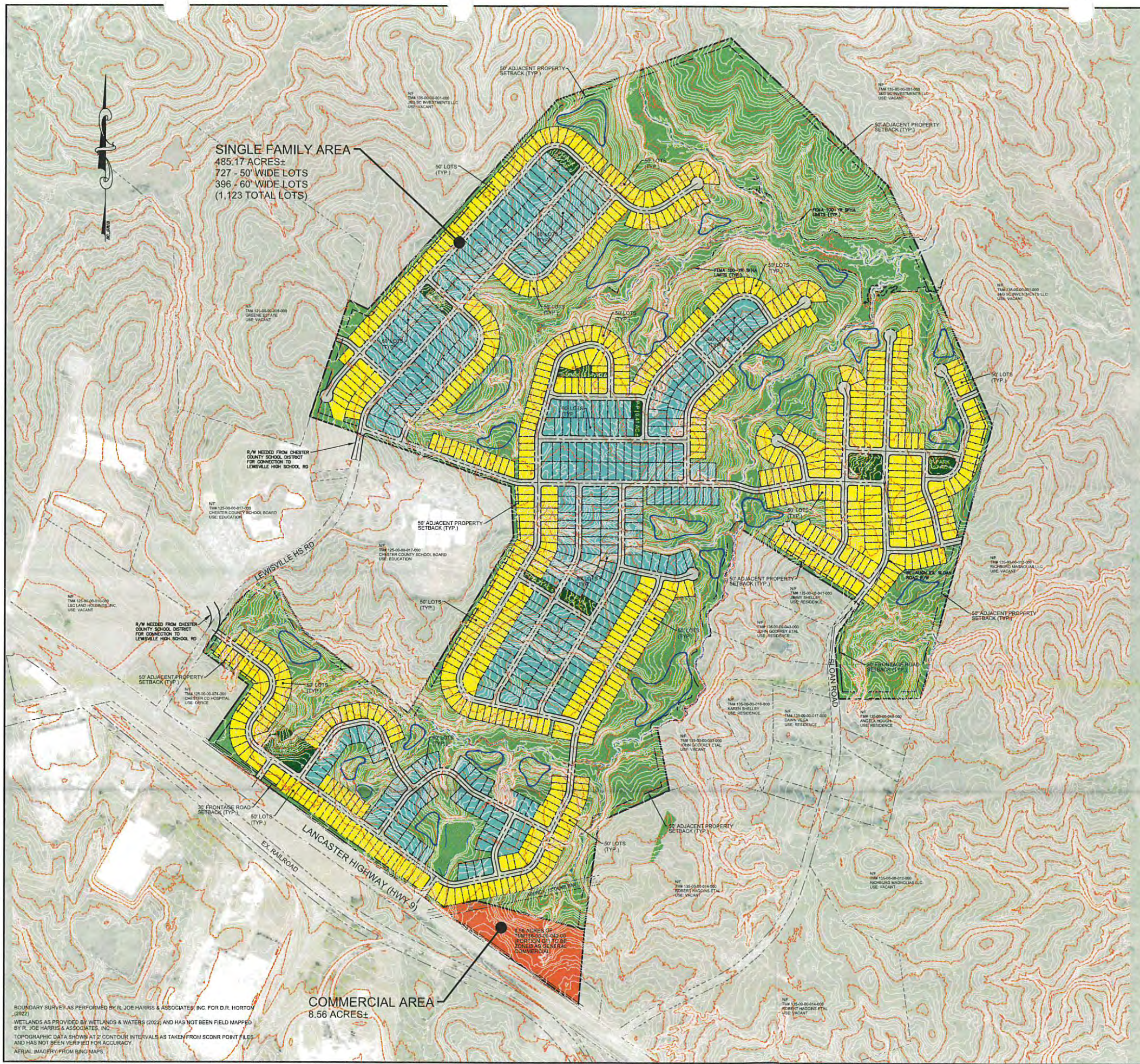
Please refer to the technical notes provided on the Magnolia Trace Planned Development Rezoning Plan.

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:**

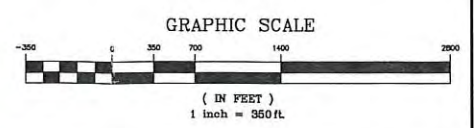
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.  
 SIDE YARD - 20 FT. (RESIDENTIAL)  
 - 10 FT. (ALL OTHERS)  
 REAR YARD - 20 FT.

**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

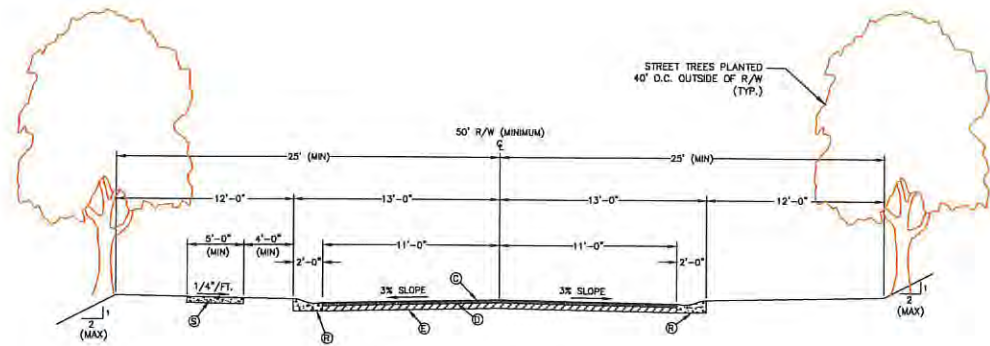
Project: **MAGNOLIA TRACE PLANNED DEVELOPMENT**

Drawing Title: **PD REZONING MASTER PLAN**

Project No.	Drawing No.
5084-Magnolia Richburg	
DWG File Name:	
Magnolia Richburg PD Rezoning	<b>RZ-1</b>

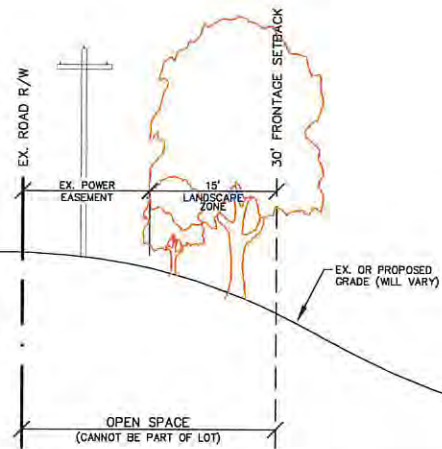
BOUNDARY SURVEY AS PERFORMED BY R. JOE HARRIS & ASSOCIATES, INC. FOR D.R. HORTON (2022)  
 WETLANDS AS PROVIDED BY WETLANDS & WATERS (2022) AND HAS NOT BEEN FIELD MAPPED BY R. JOE HARRIS & ASSOCIATES, INC.  
 TOPOGRAPHIC DATA SHOWN AT 2' CONTOUR INTERVALS AS TAKEN FROM SCDNR POINT FILES AND HAS NOT BEEN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





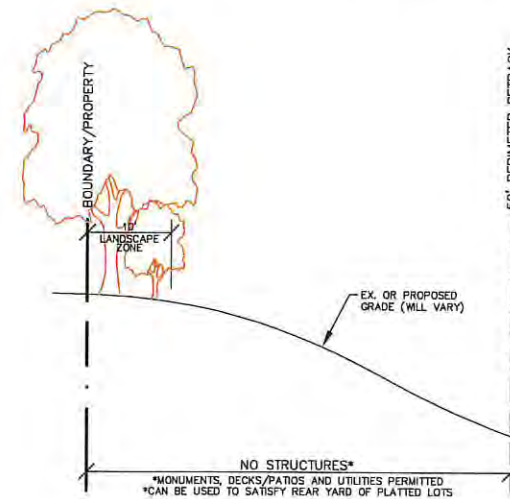
**LOCAL RESIDENTIAL STREET**

- 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
5/22/22	Approved for New Submittal for Files	1

Engineer:

**R. Joe Harris & Associates, Inc.**  
Engineering • Land Surveying • Planning Management  
1945 Executive Boulevard, Suite 300, York, PA 17403  
Phone: 717-853-9326  
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: **B. Pridemore**  
Department Manager: **B. Pridemore**  
Print/Plot Date: **June 10, 2022**  
Client: **D.R. HORTON, INC.**  
8025 ARROWRIDGE BOULEVARD  
CHARLOTTE, NORTH CAROLINA 28273  
P: 704-377-2006

Project: **MAGNOLIA TRACE  
PLANNED DEVELOPMENT**

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

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

**RZ-2**



Chester County Planning Commission Meeting August 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.

-----**(SPACE ABOVE THIS LINE FOR RECORDING USE)**-----

**SOUTH CAROLINA** ) **DEVELOPMENT AGREEMENT**  
 ) **MAGNOLIA TRACE DEVELOPMENT**  
**CHESTER COUNTY** )

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of May \_\_\_, 2023 (“Agreement Date”), by and among **D.R. HORTON, INC.**, a Delaware corporation (“Developer”), and the **CHESTER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate, a political subdivision of the State of South Carolina (“State”), each a “Party,” collectively “Parties.”

**RECITALS**

**WHEREAS**, Developer has obtained the right to acquire certain real property consisting of approximately 494 acres, located in County and known as the Magnolia Trace development and more fully described in Section 1.04 of this Agreement (“Property”); and

**WHEREAS**, Developer has applied to County requesting that the Property be rezoned to Planned Development (PD); and

**WHEREAS**, Developer and County have determined that it is in the best interests of County and Developer to enter this Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to County and Developer on the scope and terms of the development; and

**WHEREAS**, Developer desires to obtain from County in connection with the development, and County is willing to provide, assurances: (1) that the Property will be zoned Planned Development (PD) for the duration of this Agreement, (2) that at receipt of Developer’s development and construction permits, Developer may proceed with the planned development and construction, and (3) that the Development Rights (defined below) will be vested for the duration of this Agreement; and

**WHEREAS**, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development in County, thus providing benefits to the citizens of County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement:

**NOW, THEREFORE,** in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including -160, as amended (collectively, “Act”) and Chester County Ordinance No. 2021-12 (“Ordinance No. 2021-12”), the parties to this Agreement, intending to be legally bound, agree as follows:

## ARTICLE I GENERAL

**Section 1.01. Incorporation.** The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

### **Section 1.02. Definitions.**

(A) In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings:

- (1) “County Council” means the governing body of County.
- (2) “Development Rights” means the right of Developer to develop all or part of the Property in accordance with this Agreement.
- (3) “Ordinance No. 2021-12” means Ordinance No. 2021-12 of County which is cited as the Development Agreement Ordinance for Chester County, South Carolina.
- (4) “UDO” means the Land Development Ordinance, enacted June 3, 1996, as amended to be the most current adopted version on file with the County.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 2021-12 or the UDO.

**Section 1.03. Parties.** The Parties to this Agreement are County and Developer.

**Section 1.04. Property.** This Agreement applies to four parcels of land identified as Tax Map Nos. 135-00-00-019-00, 135-00-00-020-00, 135-00-00-032-00 and 136-00-00-042-000, which is reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

**Section 1.05. Zoning.** The Property is currently zoned Limited Industrial District (ID-2) and is anticipated to be rezoned Planned Development (PD) pursuant to Ordinance No. 2022-\_\_\_\_.

### **Section 1.06. Development Program.**

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all standards contained in the most current version of the UDO unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control. The Development Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety

**Section 1.07. Development Schedule.**

(A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall (i) commencement of construction occur on or after a date that is two years from the Agreement Date. Without modification, the Developer must apply for and be approved for the appropriate building permits within two years from the Agreement Date or the zoning will revert back to the original classification.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective 60 days from receipt by the Clerk to Council unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 60-day period.

**Section 1.08. Relationship of Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.



### **Section 1.09. Benefits and Burdens.**

(A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to County of the transfer of property to a developer in the manner prescribed in section 3.05.

(C) Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property when Developer acquires title to or Development Rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement, and (iii) acknowledge agricultural activities, including, but not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and the sale of farm products may be practiced and take place in the area of the Property. The Developer stipulates and will include such notice of agricultural activities in the homeowners' association documents and restrictive covenants, and more specifically in a standalone restrictive covenant, for the Property so all subsequent owners are aware of such agricultural activities. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

**Section 1.10. Term.** The term of this Agreement commences on the Agreement Date and terminates ten (10) years thereafter, such that at the end of the 10-year term, Developer no longer has any Development Rights, vested rights, and/or any other rights in the Property that arise out of or relate to this Agreement.

**Section 1.11. Required Information.** Ordinance No. 2021-12 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

### **Section 2.01. Representations and Warranties of County.**

(A) County has found that the development permitted by this Agreement is consistent with County's comprehensive plan and UDO.

(B) County has approved this Agreement by adoption of Ordinance No. 2022-\_\_ in accordance with the procedural requirements of the Act, Ordinance No. \_\_ and any other

applicable state law.

(C) County represents that prior to the final reading of Ordinance No. 2022-\_\_\_\_ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

### **Section 2.02. Representations and Warranties of Developer.**

(A) Developer represents that the number of acres of highland contained in the Property is greater than 250 acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

(C) Developer represents and warrants that the execution, delivery, and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of Developer.

## **ARTICLE III DEVELOPMENT RIGHTS**

### **Section 3.01. Vested Right to Develop.**

(A) County agrees that Developer, upon receipt of its development permits as identified in section 3.04, may proceed to develop the Property according to this Agreement and the UDO. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when Developer has complied with all requirements of section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to this Agreement, for the term of this Agreement.

(C) Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022-\_\_\_\_, the UDO and the terms of this Agreement if and only if Developer has complied with all the requirements of section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) Developer acknowledges that County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be

installed, tested and in acceptable condition before final plat approval.

**Section 3.02. Effect on Vested Rights Act and County Ordinance No. [1].** The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated sections 6-29-1510 through and included –1560, as amended, or the provisions of Ordinance No. [1], County’s ordinance relating to the Vested Rights Act.

**Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.**

(A) It is recognized that laws and regulations will periodically change. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth in this Agreement.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

(C) Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by County.

**Section 3.04. Development Permits.**

(A) Notwithstanding this Agreement, Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Site Plan approval;
- (2) Preliminary plan approval
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

**Section 3.05. Non-Transfer of Development Rights.** Developer is not permitted to transfer its Development Rights to other developers. This provision does not apply to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not Developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy. Any purported transfer of rights to a subsequent developer is a breach of, and voids, this Agreement.

#### ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

**Section 4.01. Purpose of Article.** The Parties understand and agree that Development of the Property imposes certain burdens and costs on County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may, but are not necessarily guaranteed to, meet, or exceed the burdens and costs placed on County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of County. The purpose of this article is to identify the matters agreed upon to be provided by Developer to mitigate such burdens and costs.

##### **Section 4.02. Other Charges or Fees.**

(A) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

(B) All units and attached dwellings shall be subject to a development fee in the amount of \$5,000 per lot, payable by the building permit applicant to the County at the time of issuance of each respective building permit.

**Section 4.03. Infrastructure and Services.** The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to County road system

or serving as a necessary component for the proper development of County road system. County will not accept the roads within the Property into County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(B) Potable Water, Sewage Treatment, and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by one or more of the following Chester Municipal District, Chester Wastewater Recovery, and/or some other public or private entity. Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the appropriate provider and *not* County. County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and/or sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services or sewer services in County and that each service provider is a separate apart and distinct from County over which County has no control.

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Solid Waste Collection. County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in County. It is understood and acknowledged that County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(E) Fire Services. The Property is in Richburg Fire Protection District service area and fire services will be provided by the Richburg Fire Protection District, or its successor entities.

(F) School Services. Public school services are now provided by the Chester County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in County.

## ARTICLE V MISCELLANEOUS

**Section 5.01. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the



party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To County: Chester County, South Carolina  
Attn: Brian Hester, County Administrator  
1476 J.A. Cochran Bypass (hand delivery/courier service)  
Post Office Box 580  
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

Winters Law Firm  
Attn: Joan E. Winters, Esq.  
105 Main Street (hand delivery/courier service)  
Post Office Box 127  
Chester, South Carolina 29706

And to Developer:

D.R. Horton, Inc.  
Attn: Troy Karski  
8025 Arrowridge Blvd.  
Charlotte, NC 28273

With a Copy to: Morton & Gettys, LLC  
Daniel J. Ballou, Esquire  
301 E. Main St., Suite 300 (29730)  
P.O. Box 707 (29731)  
Rock Hill, SC

## **Section 5.02. Amendments.**

(A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such

statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) An amendment to this Agreement with the exceptions identified for Exhibit B, must be processed, and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

**Section 5.03. Periodic Review.** At least every 12 months, the Planning Director for County, or the designee of the Planning Director for County, must review compliance with this Agreement by Developer. At the time of review Developer must demonstrate good faith compliance with the terms of the Agreement.

**Section 5.04. Breach of Agreement.**

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for County, or the Planning Director's designee, determines that Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for County shall serve notice in writing, within a reasonable time after the periodic review, on Developer setting forth the nature of the breach and the information supporting the determination, and providing Developer a reasonable time in which to cure the breach.

(B) If Developer fails to cure the breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then County may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, County Council must first give Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

**Section 5.05. Enforcement.** The Parties shall each have the right to enforce this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

**Section 5.06. No Third-Party Beneficiary.** The provisions of this Agreement may be enforced only by the Parties. No other persons, natural or corporate, shall have any rights hereunder.

**Section 5.07. Recording of Agreement.** The Parties agree that Developer shall record this Agreement with County Clerk of Court within 14 days of the date of execution of this Agreement.

**Section 5.08. Administration of Agreement.** County is the only local government that is a party to this Agreement and County is responsible for the Agreement's administration.

**Section 5.09. Effect of Annexation and Incorporation.** The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in any municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

**Section 5.10. Estoppel Certificate.** Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**Section 5.11. Entire Agreement.** This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

**Section 5.12. Covenant to Sign other Documents.** County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

**Section 5.13. Construction of Agreement.** The Parties agree that each party 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 shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 5.14. Assignment.** The rights, obligations, duties, and responsibilities devolved by this Agreement on or to Developer are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of section 1.09 and section 3.05. County may assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to County to any other person, firm, corporation, or entity.

**Section 5.15. Governing Law; Jurisdiction; and Venue.**

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 6<sup>th</sup> Judicial Circuit of the State of South Carolina.

**Section 5.16. Counterparts.** This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**Section 5.17. Eminent Domain.** Nothing contained in this Agreement shall limit, impair, or restrict County's right and power of eminent domain under the laws of the State.

**Section 5.18. Severability.** If any provision in this Agreement or the application of any provision of this Agreement is unenforceable, then that unenforceability shall apply only to the unenforceable provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the unenforceable provision would prevent or materially impair County's and Developer's right or ability to complete performance of this Agreement, then the Parties agree to use their best efforts to renegotiate that provision to provide the affected party with the ability completely to perform this Agreement.

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) County and Developer have each executed the Agreement, and (ii) Developer has delivered to County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., June 20, 2023, then this Agreement is automatically terminated without further action of either County or Developer. The obligation of Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

(C) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer 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 Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 5.20. Indemnification Covenants.**

(A) Except as provided in paragraph (d) below, the Developer 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 Developer shall reimburse the County for all its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Developer shall pay the County within 30 days of receipt of the statement. The Developer 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 Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Developer shall resist or defend against such claim on behalf of the Indemnified Party, at the Developer's expense. The Developer 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 Developer 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 Developer 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 Developer 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 Developer notice, reasonable under the circumstances, to defend or otherwise respond to a claim.

#### **Section 5.21. General Terms and Conditions.**

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land.

(B) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

(C) Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herein.



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

DRAFT

**IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.**

**WITNESSES:**

**DEVELOPER:**

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

**D.R. HORTON**  
 A Delaware Corporation

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

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

STATE OF \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

[], who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

WITNESSES:

\_\_\_\_\_  
Carolina

Name:

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

COUNTY:

**CHESTER COUNTY, SOUTH CAROLINA,**  
a political subdivision of the State of South

\_\_\_\_\_  
By: Brian Hester  
Its: County Administrator

[COUNTY SEAL]

Attest:

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

**SOUTH CAROLINA**

)

**ACKNOWLEDGMENT**

**CHESTER COUNTY**

)

)

Brian Hester, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

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

[TO BE COMPLETED PRIOR TO EXECUTION]

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT B**  
**DEVELOPMENT PROGRAM**

1. *Master Plan*: The Master Plan shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Master Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District*: The Property, once rezoned, will be in the [] zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement

3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Master Plan.

4. *Prohibited Uses*: The following uses shall not be permitted on the Property regardless of the provisions contained in the UDO: gas station, vape lounge, and gaming.

5. *Dimensional Requirements*: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the UDO and noted in the table below.

**MODIFIED MINIMUM DIMENSIONAL STANDARDS\***


\*In addition to the lot dimensions referenced above, the residential garage shall be set back a minimum of [] feet from the front façade of the house or [] from the edge of the right-of way for front-loaded single-family detached homes and townhomes, whichever is greater. Placement of single-family detached homes and townhome units shall be staggered.

6. *Maximum Development Intensity*: The maximum number of residential units on the Property shall be limited as specified below in the table.


7. *Residential Section – Site Layout and Architecture*

- a. General Site Layout:
- b. Architecture: Homes shall be constructed with a mix of materials including brick,



stone, and/or cementitious siding (*i.e.*, Hardie). Vinyl siding shall not be permitted as a primary wall material but may be used for minor accent areas.

8. *Commercial Section-Site Layout and Architecture:*

- a. General Site Layout:
- b. Architectural Design and Materials:

9. *Open Space and Landscaping*

- a. Open Space Quantity and Design:
- b. Open Space Amenity Features (including timing):
- c. Tree Preservation and Protection:
- d. Buffers:
- e. Pump Station Screening:
- f. Landscaped Medians:
- g. BMP Design/Landscaping:

10. *Transportation:*

- a. Offsite Improvements:
- b. Onsite Improvements:

11. *Modification of Development Program:* It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

a. **Minor Modifications:** Minor Modifications are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Master Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. **Moderate Modifications:** Moderate Modifications are those modification to the Master Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes or are modifications to the text of Exhibit B that do not reflect the inclusion of new land use categories, increases to maximum dwelling units or square footage allowances. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved

Moderate Modifications shall be recorded by Developer and made an amendment to Exhibit B.

c. Major Modifications: Major Modifications are those that do not qualify as either a Minor or Moderate Modification, such as a substantive changes in the location of land uses or the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT C**  
**DEVELOPMENT SCHEDULE**

[TO BE COMPLETED PRIOR TO EXECUTION]

This estimated Development Schedule is subject to update according to section 1.07.

Notwithstanding any other part of this Agreement, Property's development is limited to [] residential units.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT D**  
**REQUIRED INFORMATION**

The Act and Ordinance No. [] require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. [].

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, [owner], is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

(B) *the duration of the agreement which must comply with section 6-31-40 of the Act.* See section 1.10.

(C) *a representation by Developer of the number of acres of highland contained in the property subject to the agreement.* See section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height.* See section 1.06.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by Developer.* See article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer shall comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.* See section 3.04.

(I) *a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with County's comprehensive plan and land development regulations.* See section 2.01(A).

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures.* Developer shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See section 1.07 and Exhibit C.

(L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See section 5.08.

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of County Code of Ordinances, or both. See section 3.01(B) and Exhibit E.

(N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See section 5.09.

(P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement. See section 5.02.

(Q) a provision for periodic review, consistent with the provisions of section 8 of Ordinance No. [ ]. See section 5.03.

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of section 9 of Ordinance No. [ ]. See section 5.04.

(S) a provision that Developer, within 14 days after County executes the Agreement, will record the Agreement with County Clerk of Court. See section 5.07.

(T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, County and Developer. See section 1.09(A).

(U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See section 1.09(B), section 3.05, and section 5.14.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]



**EXHIBIT E**  
**LAWS AND LAND DEVELOPMENT REGULATIONS**

1. Ordinance No. 2022-[] zoning the Property as [].
2. Ordinance No. 2022-[], approving this Development Agreement.
3. Ordinance No. 2022-[], the Development Agreement Ordinance.
4. Unified Development Ordinance of Chester County: Land Development Ordinance, enacted June 3, 1995, as amended as of the Agreement Date (“UDO”). The UDO includes Ordinance No. 2021-12, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Chester County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.
5. Land Development Regulations of Chester County: *See* Unified Development Ordinance of Chester County.
6. Zoning Ordinance, enacted April 6, 1998, as amended.
7. Article [], Chapter [], Chester County Code of Ordinances [] [] [].

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]



shall approve such request within 45 days of its submittal, and that such modification shall not constitute or require an amendment of the Development Agreement; and

**WHEREAS**, the Petitioner has requested, and the County has approved, a modification in the Development Schedule of Section 1.07. of the Development Agreement as more specifically set forth herein below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

**NOW, THEREFORE**, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07. of the Development Agreement as follows:

**1. Modification of Development Phasing Schedule.** The Development Schedule for the Addendum Property shall hereby be modified as follows:

**[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]**

**2. Approval by County.** This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning Director’s signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

\_\_\_\_\_  
**[insert name]** Planning Director’s Dated Stamp of Approval  
Chester County Planning Director

**3. Effect of Modification of Development Phasing Schedule.** Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

**4. Recording Required.** This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County’s approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

**5. Authority.** The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

**[insert Section 6. only if Petitioner is not \_\_\_\_\_ [company name] \_\_\_\_\_ or its successor in corporate interest]**

**6. Consent by Property Owner.** The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:

Witness:

**Property Owner:**

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

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named \_\_\_\_\_, (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (Property Owner), \_\_\_\_\_ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
County, State of \_\_\_\_\_

\_\_\_\_\_  
(Witness #1 sign here)

My Commission Expires: \_\_\_\_\_

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]



**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 \_\_\_\_\_

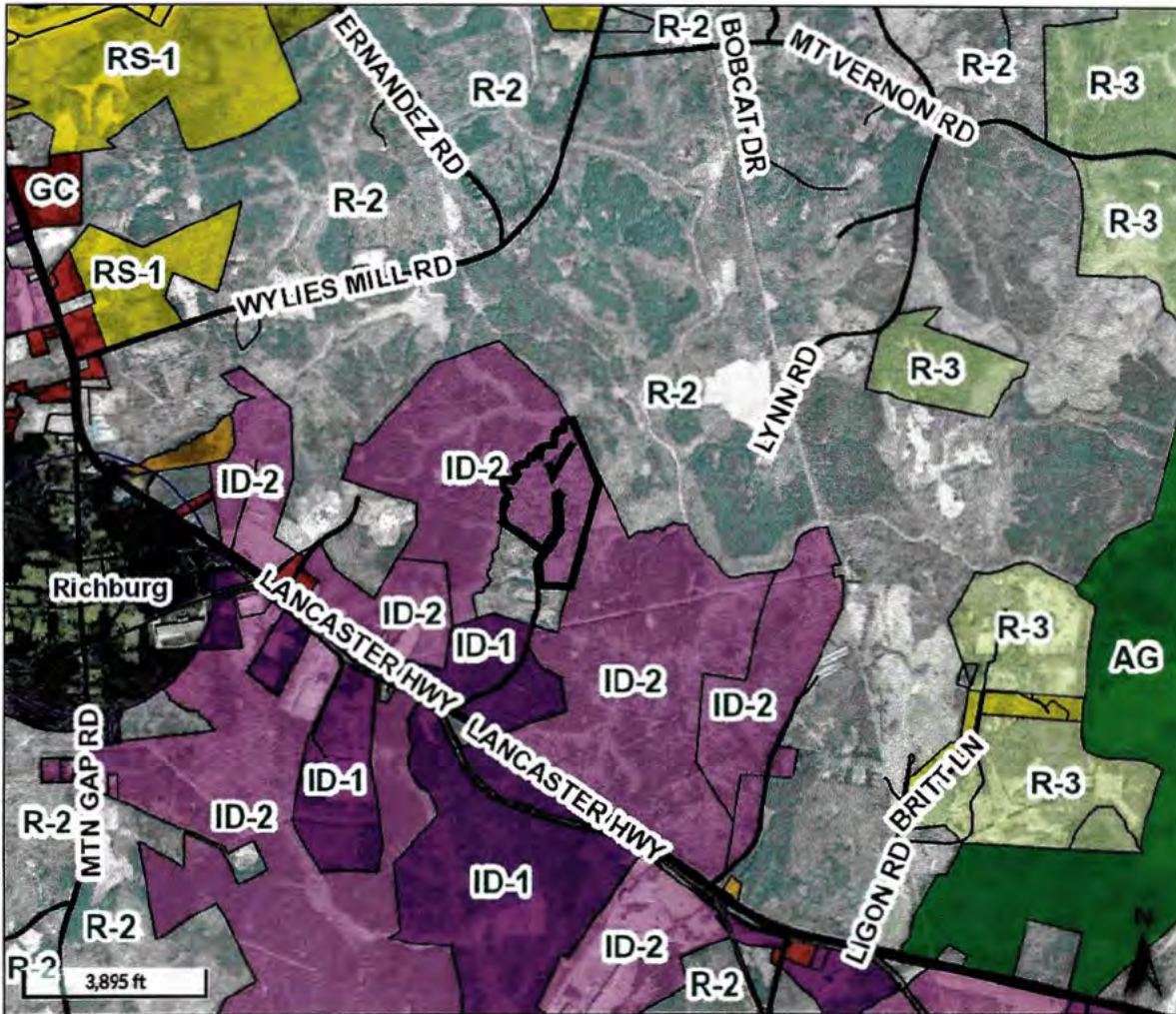
Owner(s) if other than applicant(s): Richburg Magn oads, L LC  
 Address: P.O. Box 1107, Lancaster, SC 29721  
 Telephone: \_\_\_\_\_ cell N/A work N/A  
 E-Mail Address: N/A

**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**

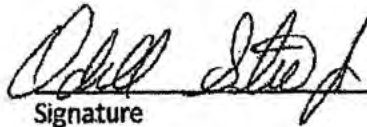
**AGENT AUTHORIZATION**

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:

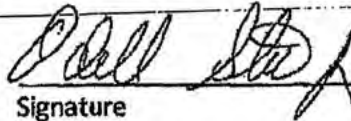
Tax Parcels: 135-00-00-019-00  
135-00-00-020-00  
135-00-00-032-00  
136-00-00-042-000 (portion of equal to 9.45 acres)

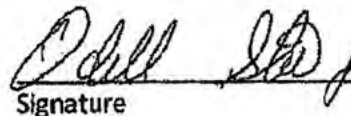
I/We hereby acknowledge Purchaser's intent to rezone to a Planned Development District consisting of single family residential and limited commercial development, subject to approval by the Chester County Council.

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)

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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:

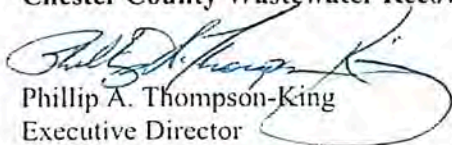
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

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:**

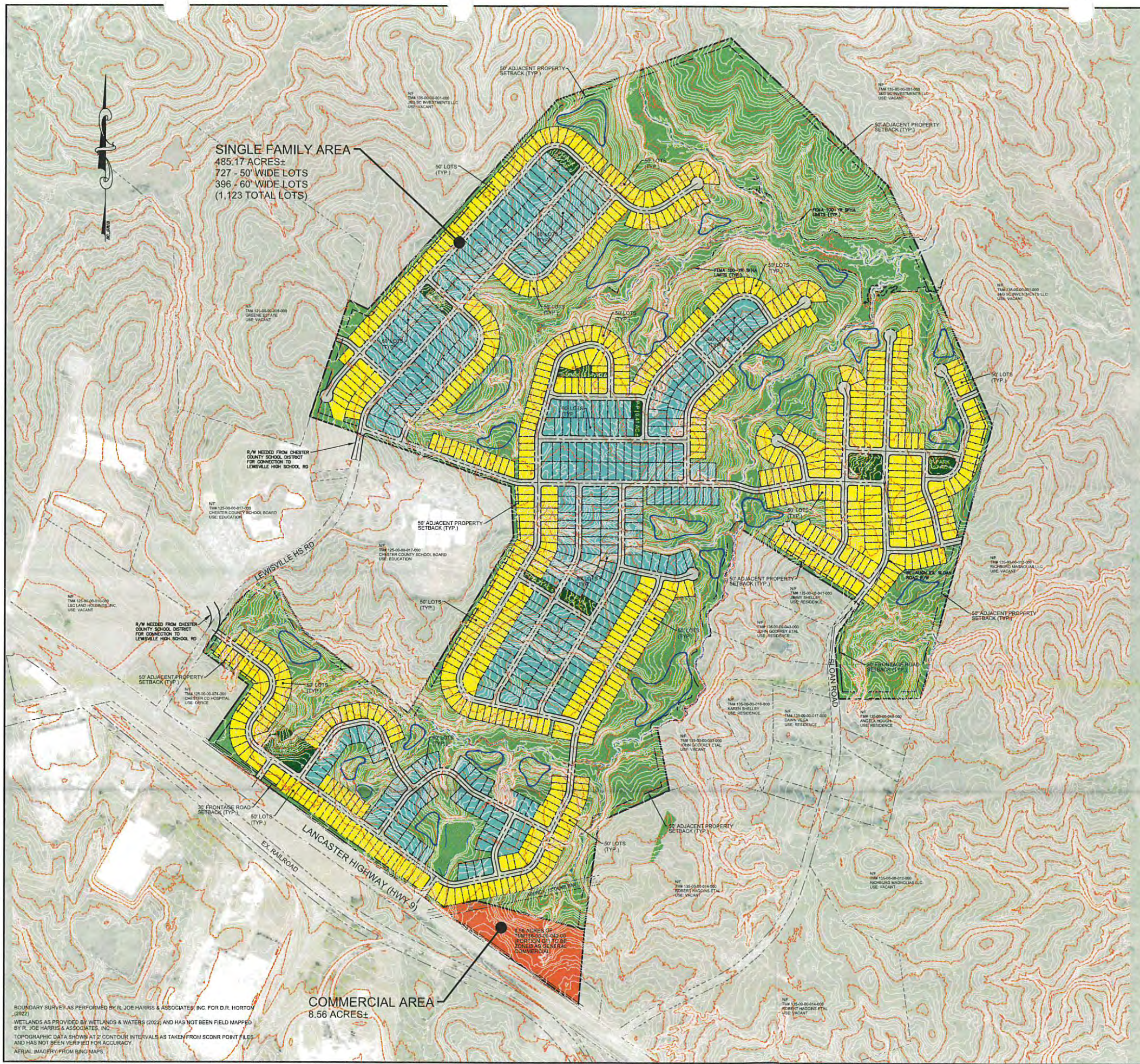
Please refer to the technical notes provided on the Magnolia Trace Planned Development Rezoning Plan.

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:**

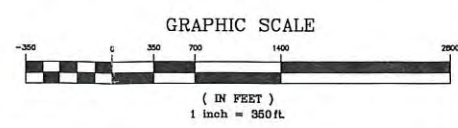
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.  
 SIDE YARD - 20 FT. (RESIDENTIAL)  
 - 10 FT. (ALL OTHERS)  
 REAR YARD - 20 FT.

**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 | 803.482.4799

[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
<b>FOR REZONING ONLY NOT FOR CONSTRUCTION</b>	

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**

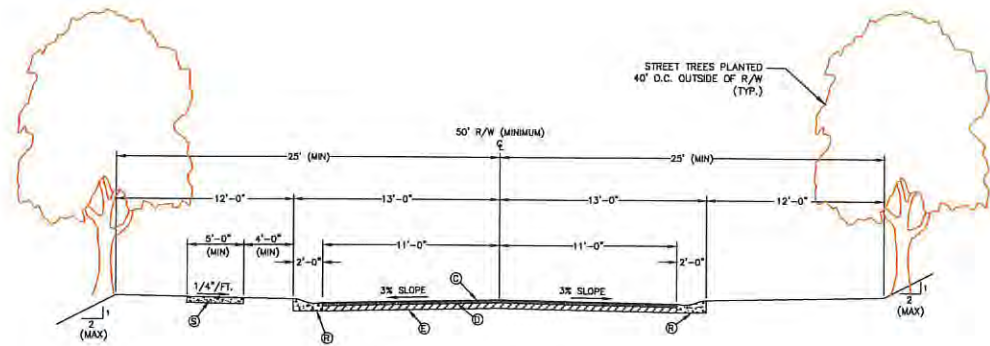
Drawing Title:

**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

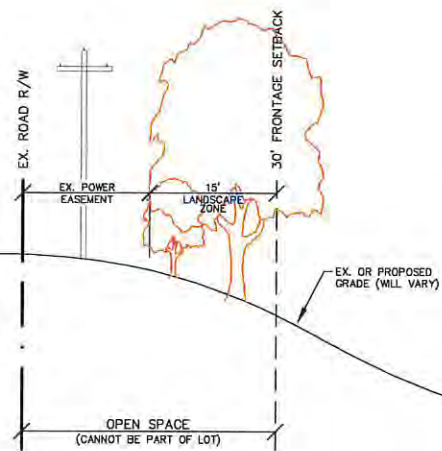




**LOCAL RESIDENTIAL STREET**

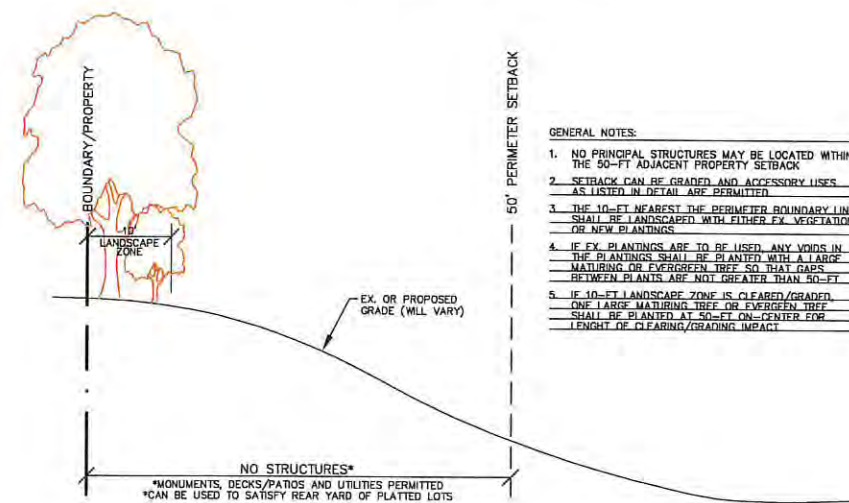
**PAVEMENT SCHEDULE**

- 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

**ZONING INFORMATION | GENERAL PROVISIONS:**

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

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

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

**OPEN SPACES:**

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

**STREETS & TRAFFIC:**

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

**PARKING & OFF-STREET LOADING:**

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

**SIGNAGE:**

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

**LANDSCAPING & TREE SAVE:**

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

**WATER AND SEWER:**

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

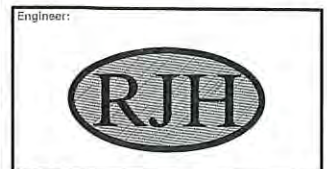
**STORMWATER:**

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

**START OF CONSTRUCTION:**

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

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



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

Engineering • Land Surveying • Planning Management

1946 Executive Boulevard, Suite 300, York, PA 17403 Phone: 717.493.9322 Fax: 717.493.9323

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. RZ-2
DWG File Name Magnolia Ridge PD Rezoning	



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.**

-----**(SPACE ABOVE THIS LINE FOR RECORDING USE)**-----

**SOUTH CAROLINA** ) **DEVELOPMENT AGREEMENT**  
 ) **MAGNOLIA TRACE DEVELOPMENT**  
**CHESTER COUNTY** )

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of May \_\_\_, 2023 (“Agreement Date”), by and among **D.R. HORTON, INC.**, a Delaware corporation (“Developer”), and the **CHESTER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate, a political subdivision of the State of South Carolina (“State”), each a “Party,” collectively “Parties.”

**RECITALS**

**WHEREAS**, Developer has obtained the right to acquire certain real property consisting of approximately 494 acres, located in County and known as the Magnolia Trace development and more fully described in Section 1.04 of this Agreement (“Property”); and

**WHEREAS**, Developer has applied to County requesting that the Property be rezoned to Planned Development (PD); and

**WHEREAS**, Developer and County have determined that it is in the best interests of County and Developer to enter this Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to County and Developer on the scope and terms of the development; and

**WHEREAS**, Developer desires to obtain from County in connection with the development, and County is willing to provide, assurances: (1) that the Property will be zoned Planned Development (PD) for the duration of this Agreement, (2) that at receipt of Developer’s development and construction permits, Developer may proceed with the planned development and construction, and (3) that the Development Rights (defined below) will be vested for the duration of this Agreement; and

**WHEREAS**, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development in County, thus providing benefits to the citizens of County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement:

**NOW, THEREFORE,** in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including -160, as amended (collectively, “Act”) and Chester County Ordinance No. 2021-12 (“Ordinance No. 2021-12”), the parties to this Agreement, intending to be legally bound, agree as follows:

## ARTICLE I GENERAL

**Section 1.01. Incorporation.** The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

### **Section 1.02. Definitions.**

(A) In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings:

- (1) “County Council” means the governing body of County.
- (2) “Development Rights” means the right of Developer to develop all or part of the Property in accordance with this Agreement.
- (3) “Ordinance No. 2021-12” means Ordinance No. 2021-12 of County which is cited as the Development Agreement Ordinance for Chester County, South Carolina.
- (4) “UDO” means the Land Development Ordinance, enacted June 3, 1996, as amended to be the most current adopted version on file with the County.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 2021-12 or the UDO.

**Section 1.03. Parties.** The Parties to this Agreement are County and Developer.

**Section 1.04. Property.** This Agreement applies to four parcels of land identified as Tax Map Nos. 135-00-00-019-00, 135-00-00-020-00, 135-00-00-032-00 and 136-00-00-042-000, which is reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

**Section 1.05. Zoning.** The Property is currently zoned Limited Industrial District (ID-2) and is anticipated to be rezoned Planned Development (PD) pursuant to Ordinance No. 2022-\_\_\_\_\_.

### **Section 1.06. Development Program.**

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all standards contained in the most current version of the UDO unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control. The Development Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety

#### **Section 1.07. Development Schedule.**

(A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall (i) commencement of construction occur on or after a date that is two years from the Agreement Date. Without modification, the Developer must apply for and be approved for the appropriate building permits within two years from the Agreement Date or the zoning will revert back to the original classification.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective 60 days from receipt by the Clerk to Council unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 60-day period.

**Section 1.08. Relationship of Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

### **Section 1.09. Benefits and Burdens.**

(A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to County of the transfer of property to a developer in the manner prescribed in section 3.05.

(C) Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property when Developer acquires title to or Development Rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement, and (iii) acknowledge agricultural activities, including, but not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and the sale of farm products may be practiced and take place in the area of the Property. The Developer stipulates and will include such notice of agricultural activities in the homeowners' association documents and restrictive covenants, and more specifically in a standalone restrictive covenant, for the Property so all subsequent owners are aware of such agricultural activities. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

**Section 1.10. Term.** The term of this Agreement commences on the Agreement Date and terminates ten (10) years thereafter, such that at the end of the 10-year term, Developer no longer has any Development Rights, vested rights, and/or any other rights in the Property that arise out of or relate to this Agreement.

**Section 1.11. Required Information.** Ordinance No. 2021-12 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

### **Section 2.01. Representations and Warranties of County.**

(A) County has found that the development permitted by this Agreement is consistent with County's comprehensive plan and UDO.

(B) County has approved this Agreement by adoption of Ordinance No. 2022-\_\_ in accordance with the procedural requirements of the Act, Ordinance No. \_\_ and any other



applicable state law.

(C) County represents that prior to the final reading of Ordinance No. 2022-\_\_\_\_ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

### **Section 2.02. Representations and Warranties of Developer.**

(A) Developer represents that the number of acres of highland contained in the Property is greater than 250 acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

(C) Developer represents and warrants that the execution, delivery, and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of Developer.

## **ARTICLE III DEVELOPMENT RIGHTS**

### **Section 3.01. Vested Right to Develop.**

(A) County agrees that Developer, upon receipt of its development permits as identified in section 3.04, may proceed to develop the Property according to this Agreement and the UDO. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when Developer has complied with all requirements of section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to this Agreement, for the term of this Agreement.

(C) Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022-\_\_\_\_, the UDO and the terms of this Agreement if and only if Developer has complied with all the requirements of section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) Developer acknowledges that County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be

installed, tested and in acceptable condition before final plat approval.

**Section 3.02. Effect on Vested Rights Act and County Ordinance No. [1].** The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated sections 6-29-1510 through and included –1560, as amended, or the provisions of Ordinance No. [1], County’s ordinance relating to the Vested Rights Act.

**Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.**

(A) It is recognized that laws and regulations will periodically change. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth in this Agreement.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

(C) Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by County.

**Section 3.04. Development Permits.**

(A) Notwithstanding this Agreement, Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Site Plan approval;
- (2) Preliminary plan approval
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

**Section 3.05. Non-Transfer of Development Rights.** Developer is not permitted to transfer its Development Rights to other developers. This provision does not apply to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not Developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy. Any purported transfer of rights to a subsequent developer is a breach of, and voids, this Agreement.

#### ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

**Section 4.01. Purpose of Article.** The Parties understand and agree that Development of the Property imposes certain burdens and costs on County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may, but are not necessarily guaranteed to, meet, or exceed the burdens and costs placed on County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of County. The purpose of this article is to identify the matters agreed upon to be provided by Developer to mitigate such burdens and costs.

##### **Section 4.02. Other Charges or Fees.**

(A) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

(B) All units and attached dwellings shall be subject to a development fee in the amount of \$5,000 per lot, payable by the building permit applicant to the County at the time of issuance of each respective building permit.

**Section 4.03. Infrastructure and Services.** The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to County road system

or serving as a necessary component for the proper development of County road system. County will not accept the roads within the Property into County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(B) Potable Water, Sewage Treatment, and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by one or more of the following Chester Municipal District, Chester Wastewater Recovery, and/or some other public or private entity. Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the appropriate provider and *not* County. County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and/or sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services or sewer services in County and that each service provider is a separate apart and distinct from County over which County has no control.

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Solid Waste Collection. County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in County. It is understood and acknowledged that County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(E) Fire Services. The Property is in Richburg Fire Protection District service area and fire services will be provided by the Richburg Fire Protection District, or its successor entities.

(F) School Services. Public school services are now provided by the Chester County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in County.

## ARTICLE V MISCELLANEOUS

**Section 5.01. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the

party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To County: Chester County, South Carolina  
Attn: Brian Hester, County Administrator  
1476 J.A. Cochran Bypass (hand delivery/courier service)  
Post Office Box 580  
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

Winters Law Firm  
Attn: Joan E. Winters, Esq.  
105 Main Street (hand delivery/courier service)  
Post Office Box 127  
Chester, South Carolina 29706

And to Developer:

D.R. Horton, Inc.  
Attn: Troy Karski  
8025 Arrowridge Blvd.  
Charlotte, NC 28273

With a Copy to: Morton & Gettys, LLC  
Daniel J. Ballou, Esquire  
301 E. Main St., Suite 300 (29730)  
P.O. Box 707 (29731)  
Rock Hill, SC

## **Section 5.02. Amendments.**

(A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such



statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) An amendment to this Agreement with the exceptions identified for Exhibit B, must be processed, and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

**Section 5.03. Periodic Review.** At least every 12 months, the Planning Director for County, or the designee of the Planning Director for County, must review compliance with this Agreement by Developer. At the time of review Developer must demonstrate good faith compliance with the terms of the Agreement.

**Section 5.04. Breach of Agreement.**

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for County, or the Planning Director's designee, determines that Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for County shall serve notice in writing, within a reasonable time after the periodic review, on Developer setting forth the nature of the breach and the information supporting the determination, and providing Developer a reasonable time in which to cure the breach.

(B) If Developer fails to cure the breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then County may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, County Council must first give Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

**Section 5.05. Enforcement.** The Parties shall each have the right to enforce this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

**Section 5.06. No Third-Party Beneficiary.** The provisions of this Agreement may be enforced only by the Parties. No other persons, natural or corporate, shall have any rights hereunder.

**Section 5.07. Recording of Agreement.** The Parties agree that Developer shall record this Agreement with County Clerk of Court within 14 days of the date of execution of this Agreement.

**Section 5.08. Administration of Agreement.** County is the only local government that is a party to this Agreement and County is responsible for the Agreement's administration.

**Section 5.09. Effect of Annexation and Incorporation.** The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in any municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

**Section 5.10. Estoppel Certificate.** Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**Section 5.11. Entire Agreement.** This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

**Section 5.12. Covenant to Sign other Documents.** County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

**Section 5.13. Construction of Agreement.** The Parties agree that each party 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 shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 5.14. Assignment.** The rights, obligations, duties, and responsibilities devolved by this Agreement on or to Developer are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of section 1.09 and section 3.05. County may assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to County to any other person, firm, corporation, or entity.

**Section 5.15. Governing Law; Jurisdiction; and Venue.**

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 6<sup>th</sup> Judicial Circuit of the State of South Carolina.

**Section 5.16. Counterparts.** This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**Section 5.17. Eminent Domain.** Nothing contained in this Agreement shall limit, impair, or restrict County's right and power of eminent domain under the laws of the State.

**Section 5.18. Severability.** If any provision in this Agreement or the application of any provision of this Agreement is unenforceable, then that unenforceability shall apply only to the unenforceable provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the unenforceable provision would prevent or materially impair County's and Developer's right or ability to complete performance of this Agreement, then the Parties agree to use their best efforts to renegotiate that provision to provide the affected party with the ability completely to perform this Agreement.

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) County and Developer have each executed the Agreement, and (ii) Developer has delivered to County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., June 20, 2023, then this Agreement is automatically terminated without further action of either County or Developer. The obligation of Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

(C) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer 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 Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 5.20. Indemnification Covenants.**

(A) Except as provided in paragraph (d) below, the Developer 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 Developer shall reimburse the County for all its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Developer shall pay the County within 30 days of receipt of the statement. The Developer 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 Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Developer shall resist or defend against such claim on behalf of the Indemnified Party, at the Developer's expense. The Developer 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 Developer 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 Developer 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 Developer 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 Developer notice, reasonable under the circumstances, to defend or otherwise respond to a claim.

#### **Section 5.21. General Terms and Conditions.**

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land.

(B) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

(C) Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herein.

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

DRAFT



**IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.**

WITNESSES:

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

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

DEVELOPER:

**D.R. HORTON**  
A Delaware Corporation

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

Its:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

[ ], who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

WITNESSES:

COUNTY:

**CHESTER COUNTY, SOUTH CAROLINA,**  
a political subdivision of the State of South

\_\_\_\_\_  
Carolina

Name:

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

\_\_\_\_\_  
By: Brian Hester  
Its: County Administrator

[COUNTY SEAL]

Attest:

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

**SOUTH CAROLINA**

)

**ACKNOWLEDGMENT**

)

**CHESTER COUNTY**

)

Brian Hester, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

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

[TO BE COMPLETED PRIOR TO EXECUTION]

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT B**  
**DEVELOPMENT PROGRAM**

1. *Master Plan*: The Master Plan shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Master Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District*: The Property, once rezoned, will be in the [] zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement

3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Master Plan.

4. *Prohibited Uses*: The following uses shall not be permitted on the Property regardless of the provisions contained in the UDO: gas station, vape lounge, and gaming.

5. *Dimensional Requirements*: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the UDO and noted in the table below.

**MODIFIED MINIMUM DIMENSIONAL STANDARDS\***


\*In addition to the lot dimensions referenced above, the residential garage shall be set back a minimum of [] feet from the front façade of the house or [] from the edge of the right-of way for front-loaded single-family detached homes and townhomes, whichever is greater. Placement of single-family detached homes and townhome units shall be staggered.

6. *Maximum Development Intensity*: The maximum number of residential units on the Property shall be limited as specified below in the table.


7. *Residential Section – Site Layout and Architecture*

- a. General Site Layout:
- b. Architecture: Homes shall be constructed with a mix of materials including brick,

stone, and/or cementitious siding (*i.e.*, Hardie). Vinyl siding shall not be permitted as a primary wall material but may be used for minor accent areas.

8. *Commercial Section-Site Layout and Architecture:*

- a. General Site Layout:
- b. Architectural Design and Materials:

9. *Open Space and Landscaping*

- a. Open Space Quantity and Design:
- b. Open Space Amenity Features (including timing):
- c. Tree Preservation and Protection:
- d. Buffers:
- e. Pump Station Screening:
- f. Landscaped Medians:
- g. BMP Design/Landscaping:

10. *Transportation:*

- a. Offsite Improvements:
- b. Onsite Improvements:

11. *Modification of Development Program:* It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

a. **Minor Modifications:** Minor Modifications are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Master Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. **Moderate Modifications:** Moderate Modifications are those modification to the Master Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes or are modifications to the text of Exhibit B that do not reflect the inclusion of new land use categories, increases to maximum dwelling units or square footage allowances. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved



Moderate Modifications shall be recorded by Developer and made an amendment to Exhibit B.

c. Major Modifications: Major Modifications are those that do not qualify as either a Minor or Moderate Modification, such as a substantive changes in the location of land uses or the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT C**  
**DEVELOPMENT SCHEDULE**

[TO BE COMPLETED PRIOR TO EXECUTION]

This estimated Development Schedule is subject to update according to section 1.07.

Notwithstanding any other part of this Agreement, Property's development is limited to [] residential units.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

**EXHIBIT D**  
**REQUIRED INFORMATION**

The Act and Ordinance No. [] require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. [].

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, [owner], is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

(B) *the duration of the agreement which must comply with section 6-31-40 of the Act.* See section 1.10.

(C) *a representation by Developer of the number of acres of highland contained in the property subject to the agreement.* See section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height.* See section 1.06.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by Developer.* See article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer shall comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.* See section 3.04.

(I) *a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with County's comprehensive plan and land development regulations.* See section 2.01(A).

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures.* Developer shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See section 1.07 and Exhibit C.

(L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See section 5.08.

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of County Code of Ordinances, or both. See section 3.01(B) and Exhibit E.

(N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See section 5.09.

(P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement. See section 5.02.

(Q) a provision for periodic review, consistent with the provisions of section 8 of Ordinance No. [ ]. See section 5.03.

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of section 9 of Ordinance No. [ ]. See section 5.04.

(S) a provision that Developer, within 14 days after County executes the Agreement, will record the Agreement with County Clerk of Court. See section 5.07.

(T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, County and Developer. See section 1.09(A).

(U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See section 1.09(B), section 3.05, and section 5.14.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT E**  
**LAWS AND LAND DEVELOPMENT REGULATIONS**

1. Ordinance No. 2022-[] zoning the Property as [].
2. Ordinance No. 2022-[], approving this Development Agreement.
3. Ordinance No. 2022-[], the Development Agreement Ordinance.
4. Unified Development Ordinance of Chester County: Land Development Ordinance, enacted June 3, 1995, as amended as of the Agreement Date (“UDO”). The UDO includes Ordinance No. 2021-12, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Chester County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.
5. Land Development Regulations of Chester County: *See* Unified Development Ordinance of Chester County.
6. Zoning Ordinance, enacted April 6, 1998, as amended.
7. Article [], Chapter [], Chester County Code of Ordinances [] [] [].

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]



**EXHIBIT F**  
**FORM REQUEST TO MODIFY DEVELOPMENT SCHEDULE**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

ADDENDUM  
TO  
DEVELOPMENT AGREEMENT

THIS ADDENDUM TO A DEVELOPMENT AGREEMENT (“Addendum”) is made effective on the

**[insert recording date of Addendum]**

, by Chester County, a political subdivision of the State of South Carolina, and

**[insert Company Name, a \_\_\_\_\_ company, or its successor or assign]**

**RECITALS**

**WHEREAS**, [*Company Name*], a \_\_\_\_\_ company (the “Property Owner”), is a party to that certain Development Agreement with CHESTER COUNTY, SOUTH CAROLINA (the “County”), effective date of \_\_\_\_\_, 20[ ], recorded on \_\_\_\_\_, 202[ ] in the office of Chester County Clerk of Court in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Development Agreement”); and

**[if applicable, insert successor or assign of \_\_\_\_\_ as a Developer pursuant to an Assignment]**

**WHEREAS**, the Development Agreement is appurtenant to and runs with that certain real property situate in Chester County, South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

**WHEREAS**, without limitation, Section 1.07. of the Development Agreement establishes a vested right in a Development Schedule, together with commencement, interim completion, and completion dates for development of the Property in accordance with the terms of the Development Agreement; and

**WHEREAS**, without limitation, Section 1.07. of the Development Agreement provides that the

**[insert either Property Owner or Developer]**

(hereinafter the “Petitioner”) may request a modification in the Development Schedule of Section 1.07. of the Development Agreement; and

**WHEREAS**, Section 1.07. of the Development Agreement further provides that where the Petitioner demonstrates that there is good cause to modify the Development Schedule, the County

shall approve such request within 45 days of its submittal, and that such modification shall not constitute or require an amendment of the Development Agreement; and

**WHEREAS**, the Petitioner has requested, and the County has approved, a modification in the Development Schedule of Section 1.07. of the Development Agreement as more specifically set forth herein below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

**NOW, THEREFORE**, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07. of the Development Agreement as follows:

**1. Modification of Development Phasing Schedule.** The Development Schedule for the Addendum Property shall hereby be modified as follows:

**[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]**

**2. Approval by County.** This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning Director’s signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

\_\_\_\_\_  
**[insert name]** Planning Director’s Dated Stamp of Approval  
Chester County Planning Director

**3. Effect of Modification of Development Phasing Schedule.** Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

**4. Recording Required.** This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County’s approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

**5. Authority.** The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

**[insert Section 6. only if Petitioner is not \_\_\_\_\_ [company name] \_\_\_\_\_ or its successor in corporate interest]**

**6. Consent by Property Owner.** The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:

Witness:

**Property Owner:**

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

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named \_\_\_\_\_, (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (Property Owner), \_\_\_\_\_ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
County, State of \_\_\_\_\_

\_\_\_\_\_  
(Witness #1 sign here)

My Commission Expires: \_\_\_\_\_

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]



**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: [REDACTED] cell N/A work N/A  
 E-Mail Address: [REDACTED]

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

**District** 04  
**Brief Tax Description** 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:

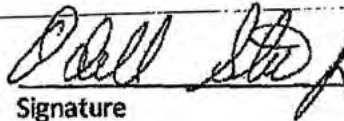
Tax Parcels: 135-00-00-019-00  
135-00-00-020-00  
135-00-00-032-00  
136-00-00-042-000 (portion of equal to 9.45 acres)

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:

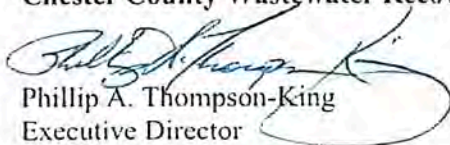
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

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:**

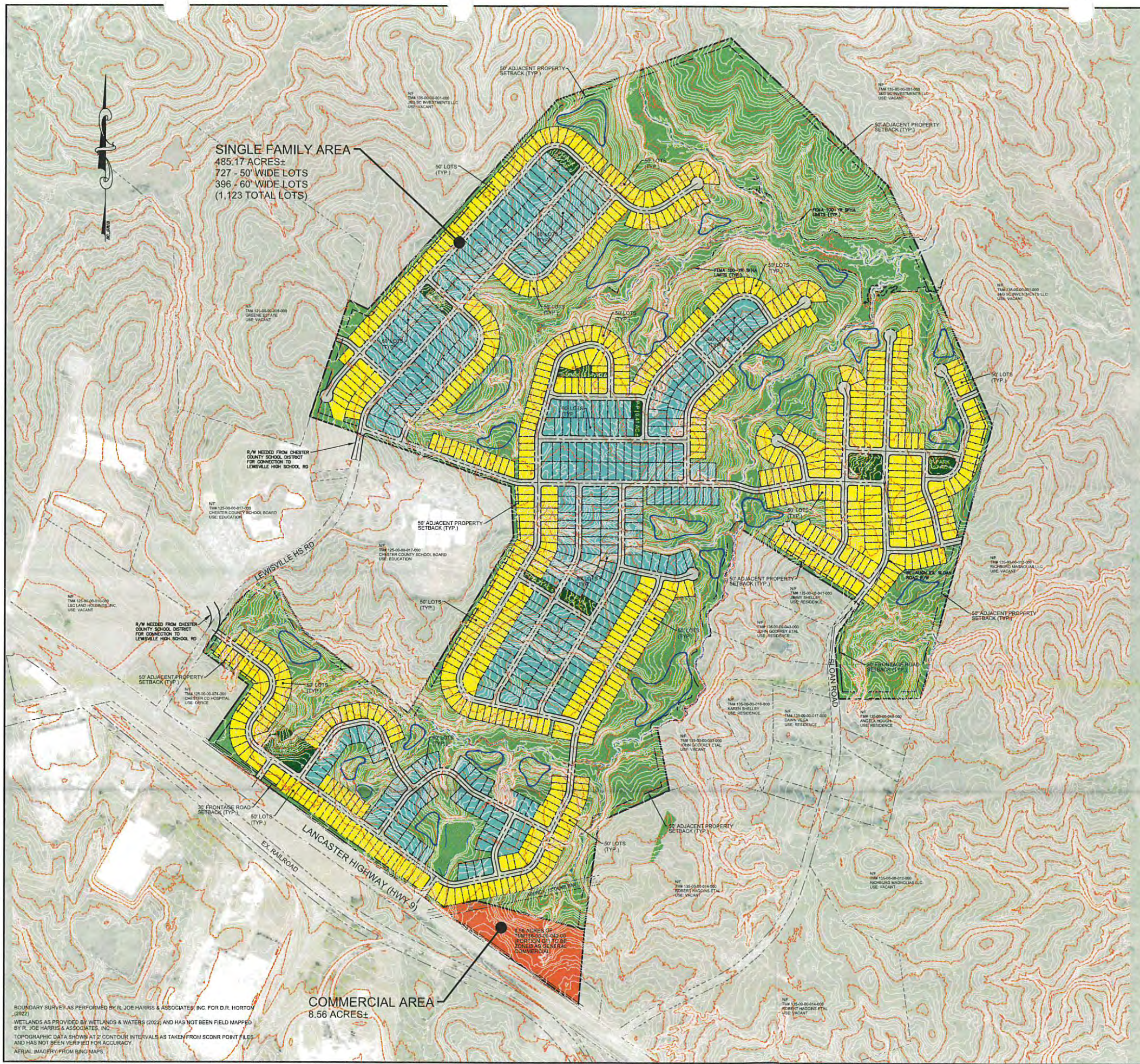
Please refer to the technical notes provided on the Magnolia Trace Planned Development Rezoning Plan.

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:**

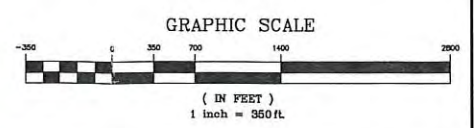
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.  
 SIDE YARD - 20 FT. (RESIDENTIAL)  
 - 10 FT. (ALL OTHERS)  
 REAR YARD - 20 FT.

**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. 29541 Phone | 803.482.4799

[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
<b>FOR REZONING ONLY NOT FOR CONSTRUCTION</b>	

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

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

Project:  
**MAGNOLIA TRACE  
 PLANNED DEVELOPMENT**

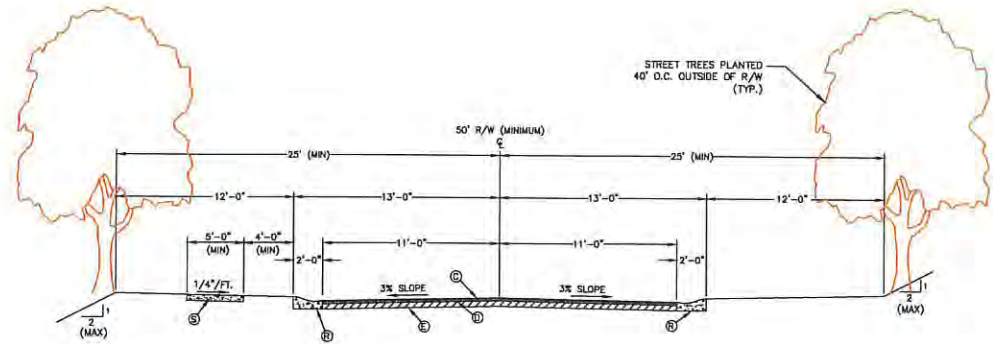
Drawing Title:  
**PD REZONING  
 MASTER PLAN**

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

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

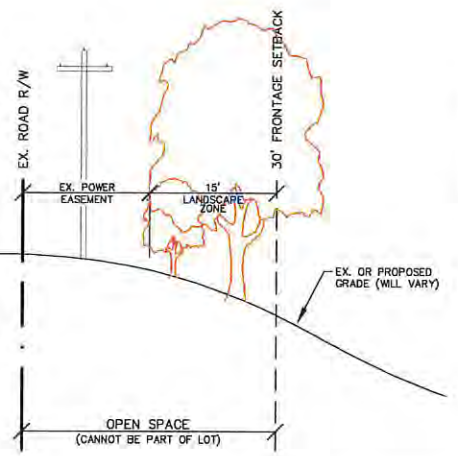




**LOCAL RESIDENTIAL STREET**

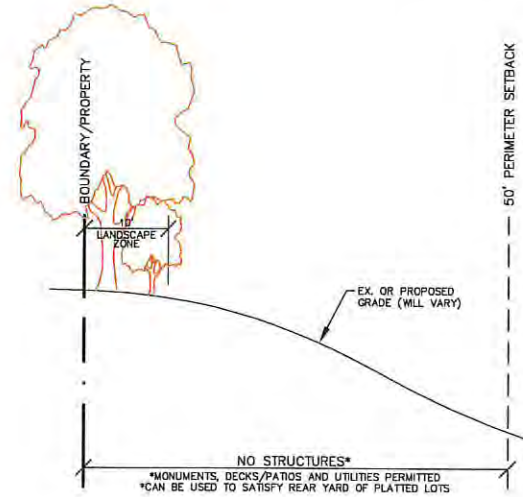
**PAVEMENT SCHEDULE**

- 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 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

\*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
5/22/22	Amend to New Guidelines for PDs	1




Know what's below.  
Call before you dig.

Engineer:



**R. Joe Harris & Associates, Inc.**  
Engineering • Land Surveying • Planning Management  
1945 Executive Boulevard, Suite 300, York, PA 17403  
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 B. Pridemore	Drawn B. Pridemore
Department Manager	Checked
Print/Plot Date June 10, 2022	
Client <b>D.R. HORTON, INC.</b> 8025 ARROWRIDGE BOULEVARD CHARLOTTE, NORTH CAROLINA 28273 P: 704-377-2006	
Project: <b>MAGNOLIA TRACE PLANNED DEVELOPMENT</b>	
Drawing Title: <b>PD REZONING TECHNICAL DATA SHEET</b>	
Project No. 5064-Magnolia Ridge	Drawing No. RZ-2
DWG File Name Magnolia Ridge PD Rezoning	



Chester County Planning Commission Minutes

April 18, 2023

**CCMA23-04 Robert L. Reid III request Tax Map #123-00-00-088-000 at 3458 Hernandez Rd, Richburg, SC 29729 to be rezoned from Limited Commercial District (LC) to General Commercial District (GC).**

Robert Reed stated he's the owner of Blue Blast Equipment Sales and lives at 3458 Hernandez Rd. So, let me read this. This is from Gavin Owen. He's my commercial insurance agent. And he says given the NAICS code 423820 Farm and Garden machinery for your business insurance general commercial zoning would be applicable to the property in which you conduct business from.

Chairman Raines asked you currently have a business there?

Mr. Reed stated Yes, sir. So, I'm currently zoned limited commercial, which allows for retail sales and allows for used merchandise that according to something that I'm not aware of or wasn't previously aware of is your zone according to how you're insured.

Chairman Raines stated maybe insured by your zone.

Mr. Reed stated I'll tell you a little bit about my business. I still have a small business. I like the area, got my business in this area, and my business has continued to grow. And we're at a point where we want to expand and we want to stay here in Chester County, and I'm being told that I need to be zoned general commercial.

Chairman Raines asked if he was affiliated with any kind of dealership?

Mr. Reed stated absolutely no. We did around \$7 million in revenue last year.

Chairman Raines asked so you basically refurb equipment and resell.

Mr. Reed said yes sir.

Chairman Raines stated your access is off Hernandez Rd and you're not planning on changing to the physical layout and to make a more formal looking business.

Mr. Reed answered yes sir.

Chairman Raines stated let the record reflect that Mr. Hough is now present. Also told Mr. Hough that they just spoke to the first applicant and were going to see if there were any public comments.

Chairman Raines stated that I think since there's already a business there, I don't really see a need for reverter clause. We're not changing the zoning from agricultural to GC or anything like that.

Commissioner Grant motioned to approve, second by Commissioner Walley. Vote 7-0 to approve.





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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 4-18-23 Case # CCMA23-04 Invoice # 6308

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

Please give your reason for this rezoning request:

Interested in being Kioti tractor dealer in this area and  
need NAICS code 423820

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: 423820

Property Address Information

Property address: 3458 Hernandez Rd Richburg SC 29729  
 Tax Map Number: 123-00-00-088-000 Acres: \_\_\_\_\_

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

PLEASE PRINT:

Applicant (s): Robert L Reid III  
 Address 3458 Hernandez Rd Richburg SC  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

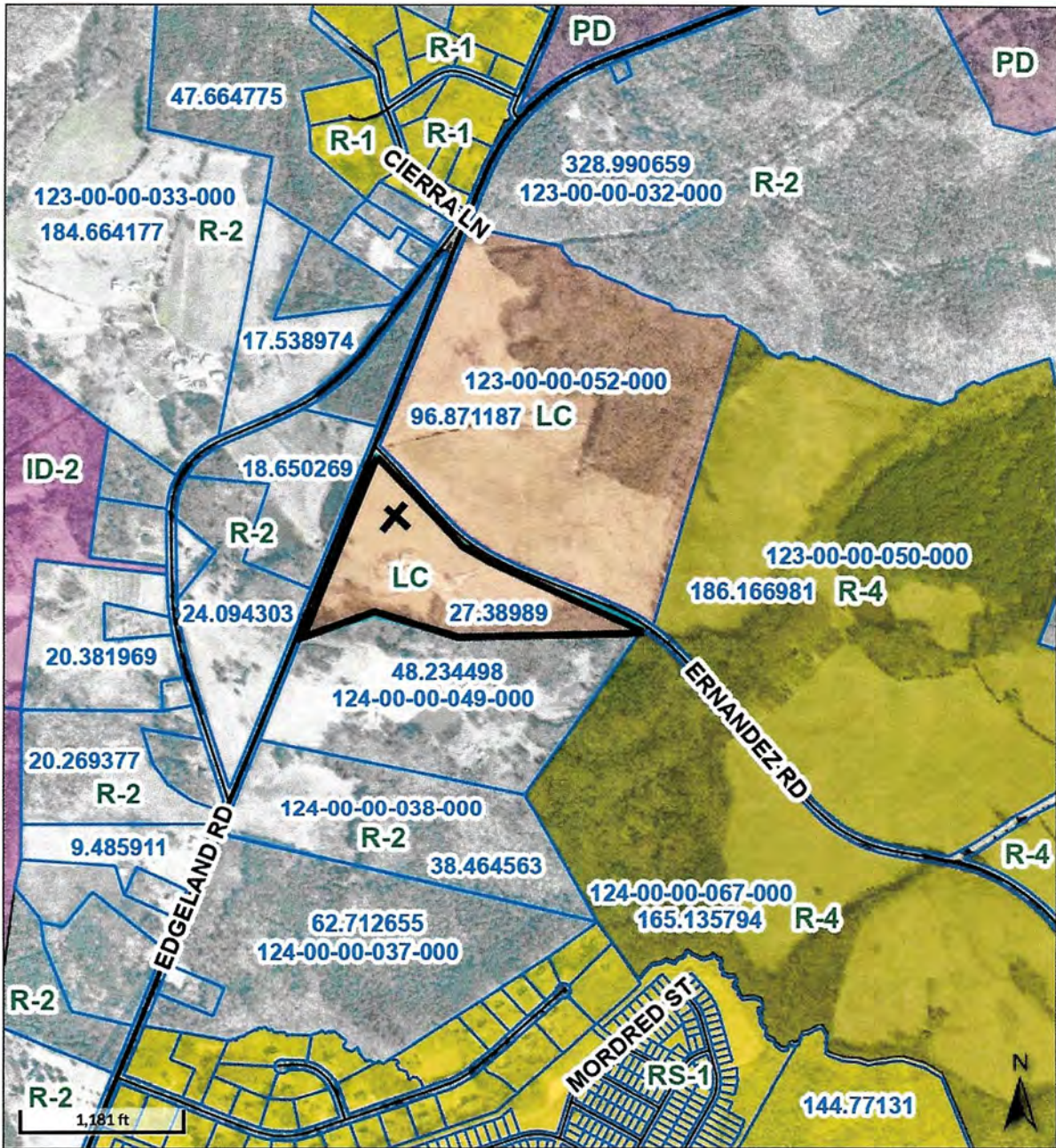
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 3/2/2023

Applicant signature: [Signature] Date: 3/2/2023

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





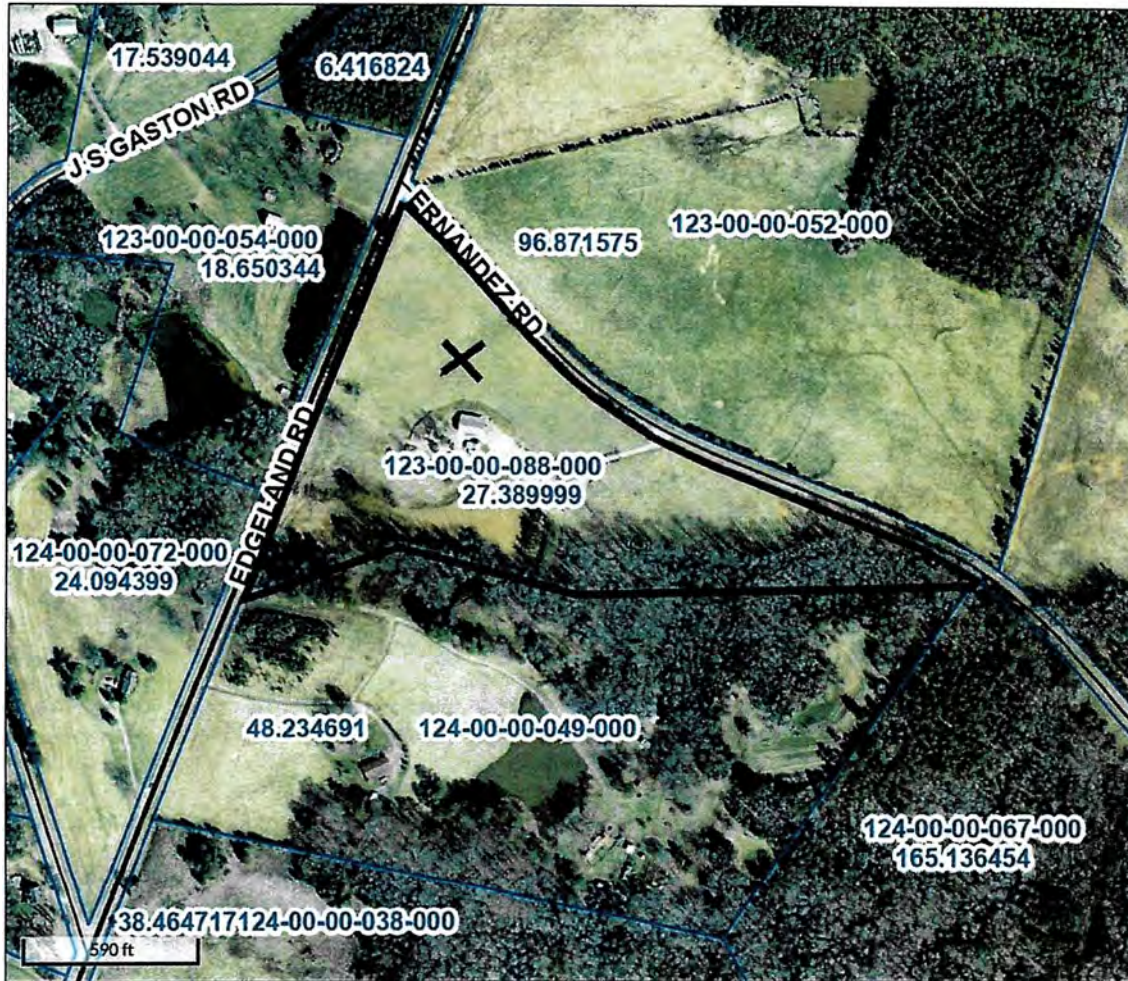
Overview



Parcel ID	123-00-00-088-000	Alternate ID	n/a	Owner Address	REID ROBERT L III-SURVIVORSHIP
Sec/Twp/Rng	n/a	Class	LA		REID ALLISON MORGAN-SURVIVORSH
Property Address	3458 ERNANDEZ RD	Acreeage	27.39		105 E LOCKMAN STREET
					FORT MILL SC 29715
District	03				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)





Overview

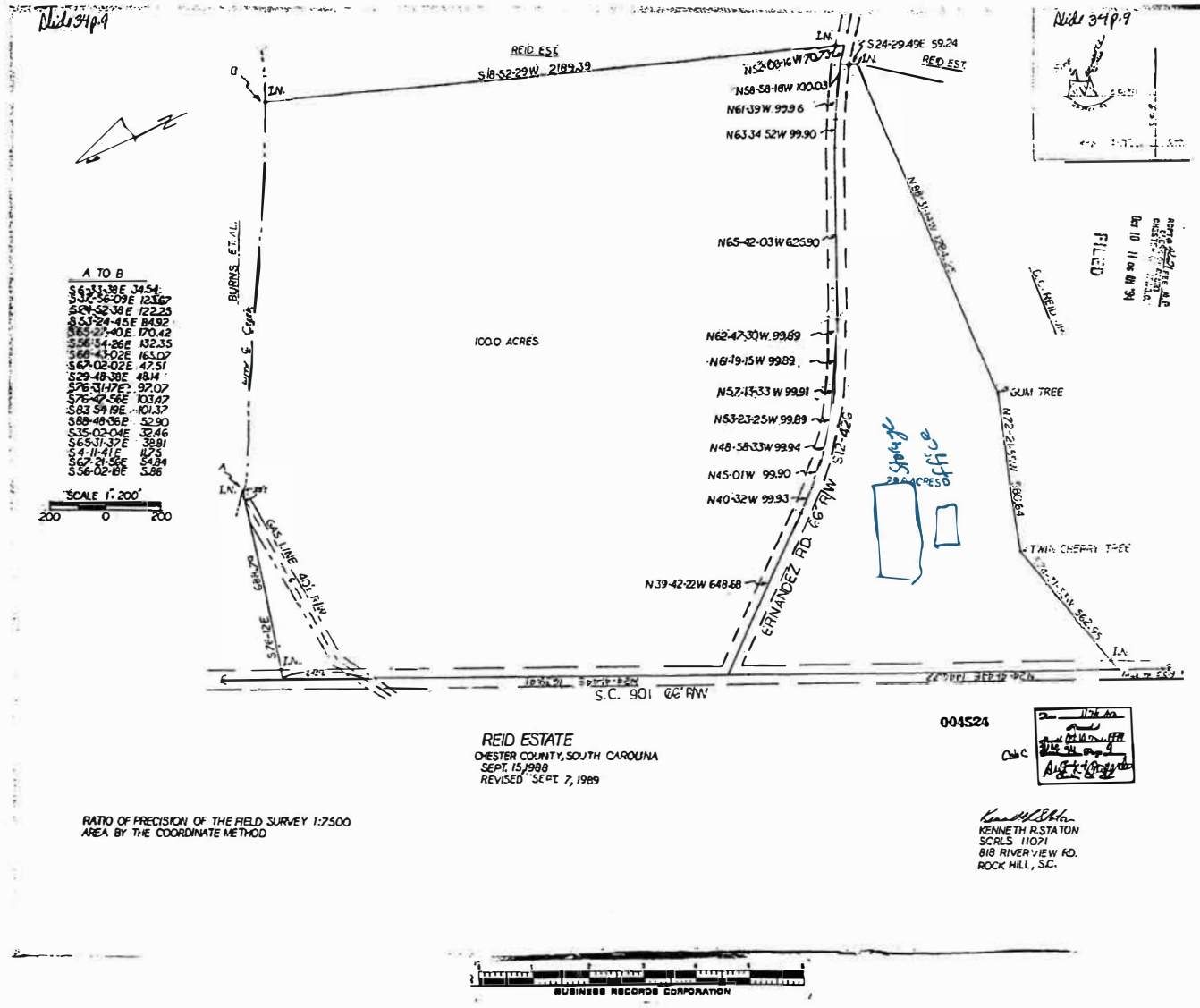


Parcel ID	123-00-00-088-000	Alternate ID	n/a	Owner Address	REID ROBERT L III-SURVIVORSHIP
Sec/Twp/Rng	n/a	Class	LA		REID ALLISON MORGAN-SURVIVORSH
Property Address	3458 ERNANDEZ RD	Acreage	27.39		105 E LOCKMAN STREET
					FORT MILL SC 29715

District 03  
 Brief Tax Description n/a  
 (Note: Not to be used on legal documents)

Date created: 3/2/2023  
 Last Data Uploaded: 3/2/2023 6:43:36 AM

Developed by  Schneider  
 GEOSPATIAL





Next Year (2024) Changes

Search Options

Map Number  Real  History Year

Name 1  [Other Map Number](#)

Alerts

Has Additional Comments

Owner Information

Post Initials  Reason for Change

Name 2  Activity Date

Address 1  Land Value

Address 2  Building Value

Zip Code  Total Market Value

Total Tax Value

Codes

District  Fire Code  LANDO

Town

Subdivision  Neighborhood

Description  Use Class

Legal

Location Street Number  Street Name  Suffix  Direction

Additional Information

Appraisal Appeal  Owner Occupied  TIF

Agricultural Use  Reappraisal Notice  Base

Rollback  Exempt  Industrial Park ID



Chester County Planning Commission Minutes

April 18, 2023

**CCMA23-05 Allison and Gerald Timmons request Tax Map #166-01-04-016-000 at 975 Jackson Rd, Fort Lawn, SC 29714 to be rezoned from Rural One District (R1) to Rural Two District (R2).**

Gerald Timmons stated he lives at 1241 East Creek Road, Fort Lawn, South Carolina. We are requesting to change R-1 to R-2. The house has been demolished. There was a house there, you know old, I lived there in 1998. I moved in there and um I was 23 - 24 or something like that, and moved out and had a family. Got four boys now. My mom lived right beside me. My mom and dad, my sister and brother-in-law still live on East creek right across the street and on the backside of it. I don't see the problem when we're trying to put a new manufactured home there in the middle of a bunch of trailers, old trailers. I've got pictures of like the neighborhood if you want to see them. Like the house is directly beside me and around me on the road. I just don't see it have been a problem there and if you could change it, that'd be great. I can move on with our plans. I do have a building there already as a big size building is a 24 by 40 building on the back of the lot.

Chairman Raines stated if you look at the current zoning there's several properties in there that already are two is well around you.

Mr. Timmons stated there are several around me, that's R-2. I don't know that there is. I'm not gonna put it in the middle of a you know, \$300 per house neighborhood, you know, trying to put a manufactured home in it, and like I say I got the pictures. I don't know if you need to see them or not.

Commissioner Hough motioned to approve, second by Commissioner Williams. Vote 7-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 4-18-23 Case # CCMA23-05 Invoice # 6378

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

Please give your reason for this rezoning request:

Would like to put manufactured home on family land. Would be on brick foundation with attached, covered porch. All homes around lot are trailers or mobile homes.

*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: 975 Jackson Rd. Fort Lawn SC 29714

Tax Map Number: 1166-01-04-011e-000 Acres: .68

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

**PLEASE PRINT:**

Applicant (s): Gerald & Allison Timmons

Address 1241 Eastcreek Fort Lawn SC 29714

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

E-Mail Address: \_\_\_\_\_

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

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

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

E-Mail Address: \_\_\_\_\_

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

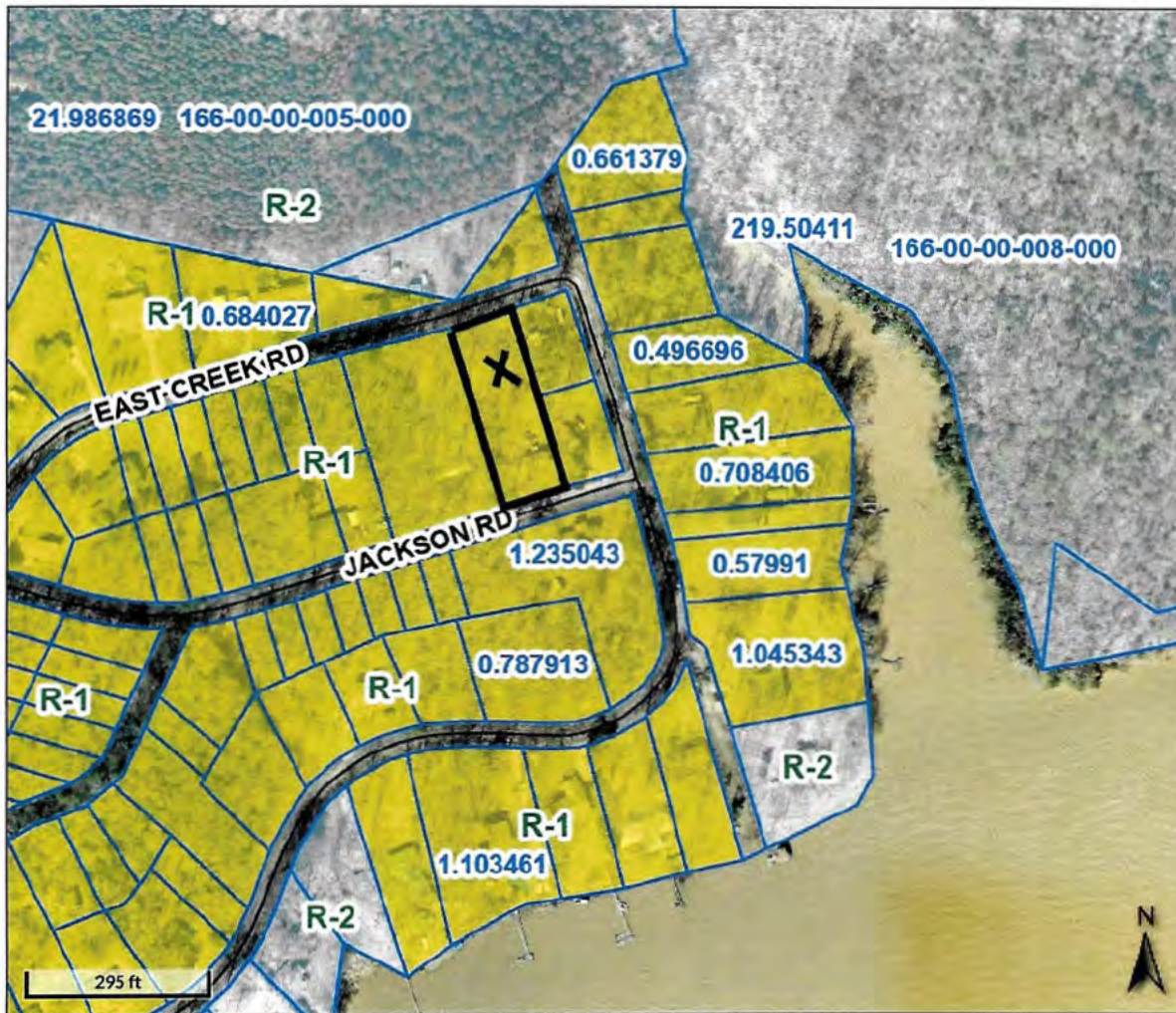
Owner's signature: [Signature] Date: 3/28/2023

Applicant signature: Allison Timmons Date: 3.28.2023

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



Overview



<b>Parcel ID</b>	166-01-04-016-000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	TIMMONS GERALD DEWAYNE
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	RN		2151 CHICKASAW LOOP
<b>Property Address</b>	975 JACKSON RD	<b>Acres</b>	0.659		ROCK HILL SC 29732
<b>District</b>	05				
<b>Brief Tax Description</b>	JACKSON ROAD				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/19/2023  
 Last Data Uploaded: 4/19/2023 3:07:37 AM

Developed by  Schneider  
 GEOSPATIAL





Overview

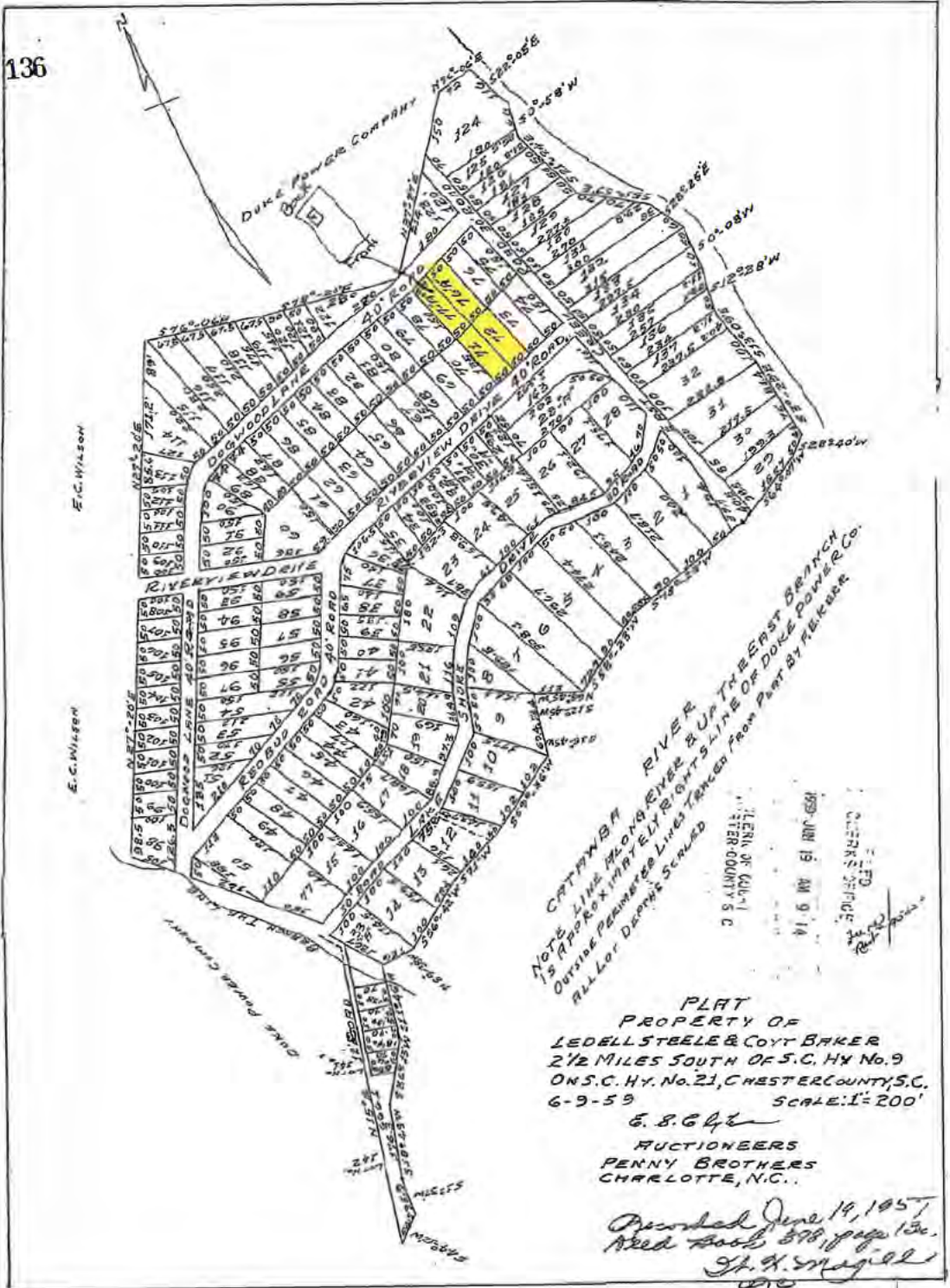


ParcelID	166-01-04-016-000	Alternate ID	n/a	Owner Address	TIMMONS GERALD DEWAYNE
Sec/Twp/Rng	n/a	Class	RN		2151 CHICKASAW LOOP
Property Address	975 JACKSON RD	Acreage	0.659		ROCK HILL SC 29732
District	05				
Brief Tax Description	JACKSON ROAD				
	(Note: Not to be used on legal documents)				

Date created: 3/20/2023  
 Last Data Uploaded: 3/20/2023 3:45:26 AM

Developed by Schneider  
 GEOSPATIAL





NOTE: LINE ALONG RIVER & UP THE EAST BRANCH  
 IS APPROXIMATELY RIGHTS LINE OF DUKE POWER CO.  
 OUTLINE PARCELS & LINES TAKEN FROM PLAT BY HENNER  
 ALL LOT DEPTHS SCALED

PLAT  
 PROPERTY OF  
 LEDELL STEELE & COYT BAKER  
 2 1/2 MILES SOUTH OF S.C. HY No. 9  
 ON S.C. HY. No. 21, CHESTER COUNTY, S.C.  
 6-9-59 SCALE: 1" = 200'

E. S. Galt  
 AUCTIONEERS  
 PENNY BROTHERS  
 CHARLOTTE, N.C.

Recorded June 19, 1959  
 Red Book, 578, page 136.  
 J. H. Magill

Recorded June 19, 1959 *mailed* Ledell Steele  
 Lancaster, S.C. June 19, '59

RECORDED  
 JUNE 19 1959  
 DEPT. OF RECORDS  
 CHARLOTTE, N.C.



Owner and Location

Next Year (2024) Changes

Search Options

Map Number  Real  History Year   Alerts

Name 1  Other Map Number

Owner Information

Post Initials  Reason for Change  Activity Date

Name 2

Address 1  Land Value

Address 2  Building Value

Zip Code  Total Market Value

Total Tax Value

Codes

District  Fire Code  FORT LAWN

Town  Neighborhood  RURAL 1

Subdivision  Use Class

Description

Legal

Location

Street Number  Street Name  Suffix  Direction

Additional Information

Appraisal Appeal  Owner Occupied  TIF

Agricultural Use  Reappraisal Notice  MCIP  Base

Rollback  Exempt  Industrial Park ID

Scroll by: MAP#



# Chester County, South Carolina

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

## Chester County Road name Change / New Road Name Request Form

Date: 4-28-2023 Case Number: N/A Invoice Number: N/A

Applicant: Chester County

Applicant E-Mail Address: bhester@chestercountysc.gov

Current Address: 1476 JA Cochran Bypass

City: Chester Zip: 29706 Phone: 803-385-5133

Proposed Road Name: *(Three choices, first being top pick)* Tax Map #: 140-9 and 140-51  
*(Please attach copy of plat showing new road requesting to be named)*

1. Gibson Drive
2. Gibson Road
3. Sparrow Lane

Current Road Name: Does not have a name it is a County maintained road.

List all landowners on this road to be notified: (please attach additional sheet of paper if needed)

- |                              |           |
|------------------------------|-----------|
| 1. <u>Teresa Gibson</u>      | 6. _____  |
| 2. <u>McFadden Farms Inc</u> | 7. _____  |
| 3. <u>Myong Sanders</u>      | 8. _____  |
| 4. <u>Benjamin Carroll</u>   | 9. _____  |
| 5. _____                     | 10. _____ |

**Code of Ordinance § 46-22** Proposed new & changed road names shall be submitted to the Planning Commission for the jurisdiction in which the road is located for approval pursuant to SC Code 1976 §6-29-1200 prior to use of the name (Code 1998, §7-1021; Ord. No. 11-4-93)

**Code of Ordinance §46-23** Duplicate of Road Names Prohibited

Signature of Applicant:  Date: 4-28-23

*Everything below this point is for office use only:*

The Chester County Planning Commission acting in their capacity as the legislative body of Chester County hereby approves  / denies  the request for the establishment or change of the name of the above identified County/Public Road.

Distribution:  
Sheriff  Notified Assessor  Notified Phone Company  Notified Post Master  Notified





Length of Road is 0.278, and on the County Maintenance List but has never been named. (Road is marked in White).





## **2023 COUNTY COUNCIL & CCTC MEETING DATES**

All Meeting Dates Will Be Held At 6:00 PM at The R. Carlisle Roddey  
Chester County Government Building, 1476 J. A. Cochran Bypass in The Council  
Chambers Unless Otherwise Specified.

**January 3 Swearing In**

**January 17**

CCTC meeting at 5:30

**February 6**

**February 21**

**March 6**

**March 20**

**April 3**

**April 17**

**May 1**

CCTC meeting at 5:30

**May 15**

**June 5**

~~**June 19**~~

**June 20**

**July 3**

**July 17**

**August 7** (No meeting Scheduled SCAC Conference)

**August 21**

**September 5**

CCTC meeting at 5:30

**September 18**

**October 2**

**October 16**

**November 6**

**November 20**

**December 4**

**\*\*December 18 (if needed)**

The dates, times and locations are subject to change depending on emergencies, etc.



Date: 4/18/2023  
 Project Name: Chester County Roadway Ext  
 Project #: 23-014  
 Bid Set #: #3

Documents: Estiamte based on site visit with supporting documents from Chester County Economic Development.  
 No full civil designed plans are available.

# Project Proposal

## CHESTER COUNTY TEMPORARY ROADWAY

### GENERAL CONDITIONS

MOBILIZATION	1	LS	\$ 4,155.79	\$ 4,155.79
MANAGEMENT	1	LS	\$ 6,164.53	\$ 6,164.53
<b>SUB TOTAL</b>				<b>\$ 10,320.32</b>

### SURVEYING & LAYOUT

CONTROL	1	LS	\$ 1,703.87	\$ 1,703.87
CLEARING LIMITS	2500	LF	\$ 1.25	\$ 3,116.84
ROUGH GRADING/VERIFY TOPO	1	LS	\$ 3,740.21	\$ 3,740.21
STORM DRAINAGE	4	EA	\$ 249.35	\$ 997.39
<b>SUB TOTAL</b>				<b>\$ 9,558.32</b>

### CLEARING / BUSHHOG

BUSH HOG SITE	1400	LF	\$ 2.91	\$ 4,072.68
<b>SUB TOTAL</b>				<b>\$ 4,072.68</b>

### EROSION CONTROL

SMALL CONSTRUCTION ENTRANCE	1	LS	\$ 3,324.63	\$ 3,324.63
TEMPORARY SILT FENCE	1400	LF	\$ 2.91	\$ 4,072.68
TEMPORARY DIVERSION DITCHES (Seeded)	1400	LF	\$ 3.32	\$ 4,654.49
ROCK CHECK DAMS	15	EA	\$ 623.37	\$ 9,350.53
STABILIZATION (Seeding)	1	AC	\$ 2,493.48	\$ 2,493.48
<b>SUB TOTAL</b>				<b>\$ 23,895.81</b>

### EARTHWORKS (Classified / Balanced)

TOPSOIL (Strip & Stockpile On-site)	900	CY	\$ 10.81	\$ 9,724.55
SHAPE SHOULDERS./ SLOPES	1	LS	\$ 3,740.21	\$ 3,740.21
<b>SUB TOTAL</b>				<b>\$ 13,464.77</b>

### STORM DRAINAGE

36" HDPE PIPE CROSSING	40	LF	\$ 99.74	\$ 3,989.56
15" HDPE, ( 3 ) PIPE CROSSINGS	90	LF	\$ 74.80	\$ 6,732.38
STORM PIPE BEDDING	130	LF	\$ 14.13	\$ 1,836.86
RIPRAP	100	TON	\$ 62.34	\$ 6,233.69
<b>SUB TOTAL</b>				<b>\$ 18,792.49</b>

### FINEGRADING & STONE BASE

FINEGRADE PAVEMENT AREAS ( 1450 LF, 15FT WIDE )	2400	SY	\$ 2.91	\$ 6,981.73
4" WASHED No. 57 BASE (LD Asphalt)	2400	SY	\$ 13.71	\$ 32,913.88
<b>SUB TOTAL</b>				<b>\$ 39,895.61</b>

**BID TOTAL \$ 120,000.00**



# Project Clarifications/ "If Unclassified" Excavation

## UNCLASSIFIED EXCAVATION-GEOTECH REPORT AND HGC CLARIFICATIONS

**Topsoil**-HGC will handle all topsoil per the scope and clarifications provided (potential VE options can apply if alternate spoil locations/berms are provided).

**Unsuitable Material**-Mechanical drying-discing/back dragging with reasonable effort of drying time of 24 HR per lift of fill and assuming optimal drying conditions will be favorable and allow drying to achieve compaction. If conditions are not favorable HGC will stop cut/fill operations and provide additional options/costs to keep the job moving -this will minimize risk, keep the job moving forward and allowing HGC to potential hit schedule milestone if conditions allow. Discing/Mechanical drying to achieve compaction are most suited in drier seasons and used in moderate plastics (MH) soil types typically or moisture is within optimum drying conditions-within 4% range, anything outside this range chemical modifications will be required, or other recommendations may be allowed.

**Unsuitable Material**-Chemical modification to unusable soils when required are based on percentages/thicknesses provided in the Geotechnical report or priced based on-site conditions-final percentages & thickness will be verified by the Geotech if not included. FAT CLAY (CH)/high moisture material are typical material used for chemical drying. Moisture contents and optimum drying conditions will not allow mechanical drying based on the moisture of the soil, weather, or unfavorable conditions.

**Mass rock/trench rock**-(blast/excavate/place as fill) (based on the parameters provided for fill requirements/particle size). Potential VE options can apply if alternate spoil locations/berms are provided.

**The Geotech report recommendation**-The Unclassified Prices are based on the Geotech Information provided/test Dig Data/and other contract documents and thus, can only be responsible for covering the items covered within that Geotech Report.

**ISSUES/CONCERNS/POTENTIAL RISK** *(not included unless specifically requested by the owner)* Weather Impact/wet conditions causing Impact to schedule due to others/weather/delays, Removal of Hazardous material and buried debris, unforeseen conditions not included in contract documents. Damage to subgrade by others or due to wet conditions. HGC is not financially responsible for accelerating schedule/ incurring added costs due to such delays. Lime & Cement Stabilization for Subgrade is not included in unclassified pricing unless requested & priced in the scope. All rock blasting, hammering, excavation, etc. is excluded from all building pads and dry utility trenches.

## UNSUITABLE/IMPORT/EXPORT/WALL BACKFILL

Dewatering-Based on Time & Material

Wall Backfill (Budget) \$30.00/CY

## MECHANICAL/CHEMICAL DRYING

Mechanical Drying-Favorable Weather conditions apply \$3,850/Day

Lime Drying-Mass Earthworks (6%-Chemical Drying within cut/fill areas (\$29.00/CY)

Lime Drying-Mass Earthworks (5%-Chemical Drying within cut/fill areas (\$26.00/CY)

Lime Drying-Mass Earthworks (4%-Chemical Drying within cut/fill areas (\$23.50/CY)

Lime Drying-Mass Earthworks (3%-Chemical Drying within cut/fill areas (\$20.00/CY)

## WEATHER/WET CONDITIONS NOT FAVORABLE FOR STABLE SUBGRADE

12" Lime Stabilization @ 6% (subgrade)\$14.00/SY

12" Lime Stabilization @ 5% (subgrade)\$13.00/SY

12" Lime Stabilization @ 4% (subgrade)\$12.00/SY

12" Lime Stabilization @ 3% (subgrade) \$11.00/SY

12" Cement Stabilization @ 6% (subgrade)\$15.00/SY

12" Cement Stabilization @ 5% (subgrade)\$14.00/SY

12" Cement Stabilization @ 4% (subgrade)\$13.00/SY

12" Cement Stabilization @ 3% (subgrade)\$12.00/SY

# Project Clarifications, Exclusions & Qualifications

## **GENERAL CLARIFICATION/EXCLUSIONS (UNLESS SPECIFICALLY INCLUDED IN PROPOSAL):**

As-builts shall be submitted to engineer in PDF/Cad format only. Final submission shall be by engineer.  
Tapping & Meter Fees, Inspection Fees, Connection Fees, Plumbing permit fees are excluded from pricing.  
Supply and/or installation of Meters is excluded from pricing.  
HGC is not responsible for damages to any unknown subsurface utilities and/or relocation of ex. utilities  
Geotechnical testing shall be by Owner/GC's representative at Owner/GC's expense.  
Excludes dry utility conduit installation.  
Excludes Clean-Up behind dry utilities. If required additional cost shall apply (one time only).  
Landscaping and pond plantings are not included.  
Damages to sub-grade/erosion control measures caused by others shall be repaired at additional costs.  
HGC Includes erosion control maintenance while onsite only, for HGC's scope only.  
Fine grade/backfill sidewalks not included unless sidewalks are part of the contract.  
If any scope of work is subcontracted directly and was originally quoted, HGC reserves the right to reprice  
Seeding/matting are based on a one-time placement. Additional seeding or matting shall be based on unit rates.  
Residential Subdivision that requires phasing will require additional costs.

### **RETAINING WALLS: (Excluded from this Proposal)**

Import of Segmental Retaining Wall Backfill is excluded.  
HGC excludes any shoring, layback, or stone due to minimizing grid lengths from the layback, that may impact the adjoining properties, buffers, or building pads, unless included in the above proposal.

### **GRADING CLARIFICATIONS:**

Re-spreading/Screening of topsoil is excluded from pricing  
Removal of hazardous materials/contaminated soil is excluded from pricing.  
Footing Spoils from building shall be removed by general contractor (GC), unless specified in scope.  
Grade Tolerance shall be within +/- 0.1 FT in pavement and building areas, and +/- 0.2 FT in others.  
Quantities for payment of unsuitable material/rock excavation shall be determined by Geo-technical engineer and agreed upon by Owner/Contractor & unit prices shall apply.  
Excludes Backfill for interior docks, Ramps, and perimeter of building pad  
Excludes building pad and footing/foundation excavation/remediation, foundation drainage, dewatering, and lime/cement stabilization.

### **SITE ADJUSTMENT CLARIFICATION:**

HGC has included a balanced site by adjusting the onsite grades by (RAISE +0.64 FT)  
The adjustment provided will need to be verified and approved by the engineer, and client/owner. If the adjustment provided is not approved due to the conflicts-driveway ties, utility cover/ties, ponds, walls, etc. additional cost shall apply for import/export.  
Due to the potential swell/shrinkage of the material type onsite and error tolerance in the existing topo provided, an additional adjustment may be required once the site has been cleared and HGC has verified the existing conditions.  
Balancing site does not include importing or exporting material unless specifically mentioned in scope.

### **ASPHALT INDEX:**

Prices for quote is based on the N/A NCDOT Asphalt Liquid Binder Index of \_\_\_ per ton.



# Project Clarifications, Exclusions & Qualifications

## **MATERIAL/FUEL ESCALATION CLAUSE:**

The proposed price for this construction project has been calculated based on the current prices for fuel and construction materials required to complete the proposed work. However, the market for fuel and materials is volatile, and sudden price increases could occur. Hoopaugh Grading Company, LLC agrees to use their best efforts to obtain the lowest possible prices from available suppliers; but should there be an increase in the prices of the specified materials that are required for this construction project, after the date of the Supplier/Vendor's proposal 5/23/2022 the Owner agrees to pay the cost increase to the Contactor (Hoopaugh Grading Company, LLC). Any claim by the Contractor for payment of a cost increase, as provided above, shall require written notice delivered by the contractor to the owner stating the increased cost, the fuel and construction materials in question, and the source of the supply supported by documentation of the original prices and the prices and the price of the materials at time of shipment to the project.

## **LEAD TIMES:**

Lead times for delivery of underground products can be estimated between 16-40 weeks. Sequencing and/or design changes may further impact project schedules due to current lead times.

RCP - 6-7 months
Pre-Cast Structures - 8-10 weeks
HDPE/HP - 60-90 days
DIP - Most sizes 18-22 weeks, larger sizes could be longer
PVC - 18-20 weeks
DIP (4-12" cement lined) – 36 weeks
DIP (14" & larger, special linings, flex ring, etc.) – 40 weeks

## **CONTINGENCY ALLOWANCE FOR FUTURE INCREASES:**

<b>SUB/VENDORS:</b>	<i>See Proposal Scope</i>
<b>STORM-MATERIAL:</b>	<i>See Proposal Scope</i>
<b>WATER &amp; SEWER-MATERIAL:</b>	<i>See Proposal Scope</i>
<b>FUEL:</b>	<i>See Proposal Scope</i>
<b>LABOR/EQUIPMENT:</b>	<i>See Proposal Scope</i>

# Earthwork Specifications/Standards

**STANDARD CUT/FILL OPERATION:** Onsite material is deemed suitable (plasticity/moisture are with optimum) for fill and use for trench backfill, onsite structural fill, and wall backfill material.

**TOPSOIL:** Soil that contains organics that can't be used as structural fill due to future settlement. Spoiling topsoil can be placed onsite in non-structural slopes, common open areas, or stockpiled and respread over grassed areas. Other options that the owner may elect to use to save on cost would be borrow/swap method within ponds, parking lots, non-structural areas, or utilizing areas for berms, spoiling outside the construction zone, or screening to minimize organics to use as potential fill or respread over landscape/grass areas.

**UNSUITABLE:** Soil that is deemed unusable due to the classification of soil that is deemed abnormal by the geotechnical engineer and can't be used as structural fill in its natural state. This material will need to be modified to meet compaction by using alternate methods assuming the weather allows (borrow/swap, mix & blending, liming in place or cut material, diking only if conditions are favorable and are within +/- 4% of optimum.

**BORROW/PIT:** Option used to waste unsuitable & topsoil material onsite in lieu of hauling offsite. Borrow pits in rear yards, parking lots, ponds, slopes, non-structural areas pose as a potential risk to the owner for future settlement, but HGC will minimize these risks by placing/compacting with reasonable efforts to minimize risks.

**Rear Yard:** Owner/Client/Geotech to approve method. Pit Locations are generally +/-15 Ft off all building/pavement structures at depth required to spoil material/ meeting a 1:1 angle of repose from edge of pad/structure, HGC will place this material with reasonable effort to minimize potential settlement risk in the future.

**Parking Areas:** Borrow areas within parking areas used in commercial/industrial sites are typically placed by mixing/blending/disking unsuitable material up to 3-5 ft of pavement subgrades. The top 3-5 Ft of the pit will consist of a Geo-Grid & 3 Ft structural cap approved by the Geotech to minimize settlement, all soil placement, will be placed by HGC with reasonable effort to minimize potential risk to the owner.

**Ponds/Slopes/Non-Structural Areas:** Method for wasting excess topsoil/unsuitable in lieu of hauling offsite. Overcutting slopes, ponds, & non-structural areas are often used to spoil excess unsuitable/ topsoil material. The pit will generate structural material that can be placed in structural areas. Pit material will be placed by HGC with reasonable effort to minimize potential risk to the owner.

**MIX/BLENDING (OPTION):** Organic content must be less than 5% when mixing/blending in deep fills to allow for placement.

**MASS ROCK:** Rock excavation is defined as the excavation of all hard materials that requires blasting or the use of a CAT D8 Dozer w/ ripper or excavating with a CAT 336 Excavator.

Typical over blasting parameters 3 Ft below pads, 2 ft below asphalt subgrades, and 1 ft below other.

Placement within deep fills greater than 10 ft outside of structures/pavement areas-Size +/- 18"

Rock Onsite Placement within upper 10 FT to 3 Ft of subgrade -outside of structures/pavement areas. Size 0.5 FT - 0.67 FT (crushing material to meet size requirements will be required)

**TRENCH ROCK:** Rock excavation is defined as the excavation of all hard, compacted, or cemented materials that require blasting or the use of a CAT D8 Dozer w/ ripper or excavating with a CAT 336 Excavator.

Typical over blasting parameters 2 Ft below utility trench grades.

Placement within deep fills greater than 10 ft outside of structures/pavement areas-Size +/- 18"

Rock Onsite Placement within upper 10 FT to 3 Ft of subgrade -outside of structures/pavement areas. Size 6"-8" (crushing material to meet size requirements may be required)

**ROCK PLACEMENT:** If the owner elects to spoil material within building/paving areas- HGC will require a 60-day settlement period prior to any construction. Potential risk associated with fill due to voids and future settlement.

Method must be approved by owner/client.



# Project Clarifications/ "If Classified" Excavation

## **CLASSIFIED EXCAVATION:**

All onsite cut material is deemed suitable structural fill for the site without any modification unless stated in the project scope-chemical modifying soil, disking/mechanical drying)

All onsite material is deemed suitable for retaining wall backfill. Proper Testing will be required by Geotech to clarify the material is available onsite, if the material is deemed unsuitable import will be required.

Geotech to provide test/location/amount deemed suitable to verify the material is present for backfill.

Mechanical/Chemical Modification of existing soil due to moisture is exclude if the material is 4% over optimum.

HGC has excluded any modifications to existing bearing for retaining walls and culvert crossing(s)

Soil Nailing/Shoring for walls is excluded: temporary shoring/ alt design maybe required.

Excludes permanent and temporary groundwater control, unless outlined in spec.

Scour protection, unless required per design, is excluded from HGC's culvert crossing pricing.

Excludes unforeseen conditions, Trash/Buried Debris removal, contaminated Soil removal.

Brown Field Management (remediation by others, unless scope & outline is clear for HGC to price)

If Borrow/Swap method is used for topsoil/unsuitable, client must approve location/method.

Topsoil Greater than 8" is considered unsuitable material.

Mass & Trench rock excavation, hammering, blasting, etc. is not included.

**ISSUES/CONCERNS/POTENTIAL RISKS)** Rock, Moderate / Highly plastic clay (moisture/timing of year/method to achieve compaction), Wet Weather Impact, Schedule Impact due to others/Plan Changes/Delays, Time of Year project starts, Winter/Wet season for paving, production down due to measuring/quantifying material.

## **UNSUITABLE/IMPORT/EXPORT/WALL BACKFILL**

Unsuitable-Spoil Onsite \$4.25/CY

Unsuitable-Stockpile/Spoil Onsite \$8.50/CY

Unsuitable Material-Borrow/Swap \$12.50/CY

Unsuitable Haul Offsite \$28.50/CY

Dewatering-Based on Time & Material

Mix/Blend-Based on Time & Material (Favorable conditions must apply and method approved by Geotech)

## **MECHANICAL/CHEMICAL DRYING**

Mechanical Drying-Favorable Conditions Apply to allow for drying \$3,850/Day

Lime Drying-Mass Earthworks (6%-Chemical Drying within cut/fill areas (\$29.00/CY)

Lime Drying-Mass Earthworks (5%-Chemical Drying within cut/fill areas (\$26.00/CY)

Lime Drying-Mass Earthworks (4%-Chemical Drying within cut/fill areas (\$23.50/CY)

Lime Drying-Mass Earthworks (3%-Chemical Drying within cut/fill areas (\$20.00/CY)

## **WEATHER/WET CONDITIONS NOT FAVORABLE FOR STABLE SUBGRADE (UNITS APPLY)**

12" Lime Stabilization @ 6% (subgrade) \$14.00/SY

12" Lime Stabilization @ 5% (subgrade) \$13.00/SY

12" Lime Stabilization @ 4% (subgrade) \$12.00/SY

12" Lime Stabilization @ 3% (subgrade) \$11.00/SY

12" Cement Stabilization @ 6% (subgrade) \$15.00/SY

12" Cement Stabilization @ 5% (subgrade) \$14.00/SY

12" Cement Stabilization @ 4% (subgrade) \$13.00/SY

12" Cement Stabilization @ 3% (subgrade) \$12.00/SY

## **ROCK (MASS & TRENCH-haul off based on T & M)**

Mass Rock (Blast, Excavate, Hammer, Spoil Onsite to meet fill requirements) \$70.00/CY (size +/- 18")

Mass Rock (Blast, Excavate, Crush, Spoil Onsite to meet fill requirements) \$90.00/CY (size 6-8")

Trench Rock (Blast, Excavate, Hammer, Spoil Onsite to meet fill requirements) \$85.00/CY (size +/- 18")

Trench Rock (Blast, Excavate, Crush, Spoil Onsite to meet fill requirements) \$105.00/CY

Crush Shot/Hammer Rock Onsite to meet spec/Spoil Onsite (Min Qty 10,000 CY) \$28.50/CY (size 6-8")

Import Trench Backfill (assuming onsite material is not suitable) \$55.00/CY





**Application for Chester County, South Carolina Boards and Commissions**

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

Date: May 2, 2023  
Board or Commission Appointment being sought: Hazel Pittman center  
Name: Letanya Williams Occupation: \_\_\_\_\_  
Street Address: 515 Dubs Farm Dr. Chester, SC. 29706  
Mailing Address: (if different from above) \_\_\_\_\_  
Do you live in Chester County yes / no.

Date of Birth: 09/01/67 Sex: F  
If recommended by a Council Member, indicate their name: ERIN Mosley  
In which Council District do you reside? Please indicate (1-7) 5  
Are you presently serving on a County Board or Commission? no If "yes" when does your term expire?  
1/1

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

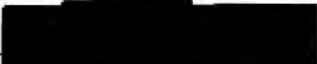

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer. Please check the appropriate box below.

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



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Date: 5/9/2023  
Board or Commission Appointment being sought: Parks and Recreation Board  
Name: Toni Perrigan Occupation: \_\_\_\_\_  
Street Address: 1783 Old York Rd.  
Mailing Address: (if different from above) \_\_\_\_\_  
Telephone (Home): \_\_\_\_\_ Cell:   
E-Mail:  Do you live in Chester County  yes /  no.  
Date of Birth: 5 / 10 / 1970 Sex: Female  
If recommended by a Council Member, indicate their name: \_\_\_\_\_  
In which Council District do you reside? Please indicate (1-7) 5 \_\_\_\_\_  
Are you presently serving on a County Board or Commission? No If "yes" when does your term expire?  
1 / 1

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

Signature: Toni K Perrigan

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- Catawba Regional Workforce
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Date: 5/9/23

Board or Commission Appointment being sought: PARKS AND REC

Name: Thomas Jordan Occupation: Facility Maint.

Street Address: 1025 Quail Hollow Cir. Chester Sc 29706

Mailing Address: (if different from above) \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Date of Birth:     /     /     Sex:    

If recommended by a Council Member, indicate their name: Joe Branham

In which Council District do you reside? Please indicate (1-7) 3

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

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

Signature: Thomas L. Jordan Jr.

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



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Date: 5-9-23  
Board or Commission Appointment being sought: Burnt House Meeting Cemetery  
Name: Natalie R. Paul Occupation: Retired  
Street Address: 1544 Center Road  
Mailing Address: (if different from above) SAME  
[Redacted]  
[Redacted] Do you live in Chester County  yes /  no.

Date of Birth: 6/11/69 Sex: F  
If recommended by a Council Member, indicate their name: Erin Mosley  
In which Council District do you reside? Please indicate (1-7) Distr 4  
Are you presently serving on a County Board or Commission? No If "yes" when does your term expire?  
 / /

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

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- |  |  |
|--|--|
| <input type="checkbox"/> Accommodation Tax Board                 | <input type="checkbox"/> Lewis Fire Protection District    |
| <input checked="" type="checkbox"/> Ad-Hock Burnt House Cemetery | <input type="checkbox"/> Olde English District             |
| <input type="checkbox"/> Airport Commission                      | <input type="checkbox"/> Parks and Recreation Board        |
| <input type="checkbox"/> Assessment of Appeals Board             | <input type="checkbox"/> Planning Commission               |
| <input type="checkbox"/> Catawba Mental Health                   | <input type="checkbox"/> Radio Users Advisory Committee    |
| <input type="checkbox"/> Catawba Regional Council of Government  | <input type="checkbox"/> Richburg Fire District Commission |
| <input type="checkbox"/> Catawba Regional Workforce              | <input type="checkbox"/> Rural Fire Commission             |
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| <input type="checkbox"/> Lando Rural Fire                        |  |