



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, June 20, 2023 at 6:00 PM

Agenda

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
 - a. June 5th, 2023 Council Minutes.
4. **Citizen's Comments**
5. **Ordinances/Resolutions/Proclamations**
 - a. 2023-14 Resolution to Gift the Service Weapon to John "Trey" Hunter III.
 - b. 2023-15 Resolution to Gift the Service Weapon to Sandra Stinson.
 - c. 2nd Reading Of 2023-15 Amending Ordinance No. 2018-11, As Amended And Clarified By Ordinance No. 2022-13, To Provide For The Allocation Of Fee In Lieu Of Tax Revenues For Some Property Located In The County; And Providing For Other Related Matters.
6. **Administrators Report**
7. **Old Business**
 - a. 2nd Reading of CCMA23-06 E & J Gallo Winery requests 0.24 acres of a portion of Tax Map #165-00-00-066-000 on or near Highway 21 (Catawba River Rd) to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). *Planning Commission voted 6-0 to approve.*
 - b. 2nd Reading of CCMA23-08 Chiffon Crawley request Tax Map #069-05-25-002-000 at 527 West White Street, Chester, SC 29706 to be rezoned from Multi-family Residential District (RG-1) to General Residential District (RG-2). *Planning Commission voted 6-0 to approve.*
 - c. 2nd 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. 2nd 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. 2nd 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. 2nd 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. Proposed amendments to the Gateway District Enabling Act. Administrator Hester.

h. Proposed amendments to the Litter Ordinance. Councilman Vaughn.

8. New Business

a. Council to approve Bid RFP2223-12 for Janitorial Services to TJ's High Quality Cleaning Services of Chester, SC in the amount of \$8454.45per month for 10 locations. Susan Cok and Robert Hall.

9. Boards and Commissions

a. Reappointment to the Radio Users Advisory Committee-Council Council.

b. Reappointment to the Radio Users Advisory Committee-County Council.

c. Appointment to Catawba Regional Council of Governments- County Council.

10. Executive Session

a. To receive legal advice regarding Project 2106. Attorney Winters.

b. To receive legal advice regarding Project 2336. Attorney Winters.

c. To receive legal advice regarding Project 2341. Attorney Winters.

d. To receive an update on a contractual matter regarding the Assessor's Office. Attorney Winters.

e. To receive an update on a personnel matter regarding the HR Office. Attorney Winters.

f. To receive a legal update regarding Economic Development. Attorney Winters.

11. Council Actions Following Executive Session

a. Action taken regarding Project 2106.

b. Action taken regarding Project 2336.

c. Action taken regarding Project 2341.

d. Action taken regarding the Assessor's Office.

e. Action taken regarding the HR Office.

f. Action taken regarding Economic Development.

12. Council Comments

13. Adjourn

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes.

Public Hearings:

- Each speaker will be limited to three minutes.

When introduced:

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

Anyone addressing Council will be called out of order if

you:

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



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, June 5, 2023 at 6:00 PM

Minutes

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

Absent: Councilman Killian with prior notification.

1. **Call to Order**-Chairman Branham called the meeting to order.
2. **Pledge of Allegiance and Invocation**-Pledge was recited in unison: Councilman Agee gave the invocation.

Chairman Branham called for a motion to remove 8.a from the agenda. Vice Chairman Wilson motioned to remove 8.a from the agenda, second by Councilman Vaughn. Unanimous vote.

Councilman Vaughn motioned to remove 8.b. from the agenda, second by Vice Chairman Wilson. Unanimous vote.

Councilman Guy motioned to delay 8.c to the June 20th agenda, second by Councilwoman Mosley. Unanimous vote.

3. **Approval of Minutes**
 - a. **May 15, 2023 Council minutes.**
Councilman Guy motioned to approve, second by Councilwoman Mosley. Unanimous vote.
 - b. **May 16, 2023 Budget Workshop minutes.**
Councilwoman Mosely motioned to approve, second by Councilman Agee. Unanimous vote.
 - c. **May 30, 2023 Budget Workshop minutes.**
Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Vote 4-0 to approve. Chairman Branham and Councilman Guy were not present.

4. **Citizen Comments**

Russell H. McCullough. 9418 Errington Ln, Mint Hill, NC addressed Council regarding the Burnt Meeting House Cemetery and thanked Council was doing to restore it.

5. **Public Hearing**-Chairman Branham opened the public hearing. No one signed up to speak.
- a. **3rd Reading Of 2023-11** An Ordinance to Amend Chester County Council Rules Of Procedures Article III, Section 2-21 Thru 2-27.
 - b. **3rd Reading of 2023-12** An Ordinance to Amend Ordinance 2021-12.
Chairman Branham closed the hearing.
6. **Ordinances/Resolutions/Proclamations**
- a. **3rd Reading Of 2023-11** **An Ordinance To Amend Chester County Council Rules Of Procedures Article III, Section 2-21 Thru 2-27.**
Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Attorney Winters stated this was in reference to the change of form of government from County Supervisor form to County Administrator and it changes those phrases it also lists out how the county council chair operates now that the council chair is not the county supervisor so those nuances that go with the council supervisor form of government has been changed to reflect the nuances of County Administrator form.
Unanimous vote.
 - b. **3rd Reading of 2023-12 An Ordinance to Amend Ordinance 2021-12.**
Councilman Guy motioned to approve, second by Councilwoman Mosely. Attorney Winters stated in December of 2021, you all adopted an ordinance and approved requirements for the county to execute and deliver development agreements. Through further discussion council decided the appropriate fee for development fees would not exceed the amount of \$5,000 for single family homes Townhomes the fee would not exceed the amount of \$3,000 and so this ordinance solidifies those numbers. It amends the ordinance Council passed in 2021. Unanimous vote.
 - c. **2nd Reading of 2023-13 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.** Councilman Guy motioned to approve, second by Councilwoman Mosley. Bond Attorney Kozlarek stated this was a special source revenue credit agreement that's before council for second reading tonight is effectively a Bailey bill replacement agreement. As Council knows the Bailey bill is the opportunity under state law for each local government each local government the county or the city to approve a fixed assessment value or assessed value of property for historic buildings and for low income at pre rehabilitation values for the construction period up to two years and then for an additional period up to 20 years. Unanimous vote.
 - d. **2nd Reading of 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.** Councilman Guy motioned to approve, second by Councilwoman Mosely. Unanimous vote.

e. 1st Reading Of 2023-15 Amending Ordinance No. 2018-11, As Amended And Clarified By Ordinance No. 2022-13, To Provide For The Allocation Of Fee In Lieu Of Tax Revenues For Some Property Located In The County; And Providing For Other Related Matters. Councilwoman Mosley motioned to approve, second by Vice Chairman Wilson. Administrator Hester stated this would amend the current FILOT agreement post gateway and that will give 5% to the fire district where the fee in lieu is located in. 4% goes to economic development 15% will go to school districts operational budget. And then previously, there was another 15% that went to the school district's debt service, or debt allocation and we're removing that 15% that's going to the district's debt allocation and putting it into the rest of that total which will go to the county which I believe is 76% of that fee in lieu will go to the county's general fund but the goal was not to affect the school district's operating budget. And this change to the reallocation of that portion that went to their debt doesn't affect their ability to pay debt or borrow. Unanimous vote.

f. Resolution 2023-12 Identifying The Capital Projects As Part Of A Program Of General Obligation Borrowing; And Other Related Matters. Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.

7. Administrator's Report

Administrator Hester introduced his new Administrative Assistant/Public Information Officer Jamie Deason who has twenty-five years of administrative experience along with ten years of management in public relations. He told Council he would update them on discussions that were had at the last budget workshop regarding the order that was placed for fire trucks. He planned to discuss the decision to use commercial grade equipment on current projects.

8. Old Business

a. 2nd 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 Vaughn motioned to accept Fielding Homes request to withdraw their application, second by Councilwoman Mosley. Unanimous vote.

b. 2nd 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. Councilman Vaughn motioned to accept Fielding Homes request to withdraw their application, second by Councilman Guy. Unanimous vote.

c. 2nd 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. Motion to delay the beginning of Council meeting.

d. 3rd 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. Vice Chairman Wilson motioned approve, second by Councilwoman Mosley. Unanimous vote.

e. 3rd 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 Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.

9. New Business

a. Council to approve bid of RFP2223-10 for HVAC Unit Installation to Cudd Heating & Air, Inc., Chester, SC in the amount of \$33,250.00 dollars for the Gateway Conference Center. Source of funding from Gateway budget (\$16,250) and Chester Development Foundation (\$17,000). - Susan Cok. Mrs. Cok stated this was an emergency bid and the actual amount would be \$16,185.45 and come from the Gateway budget. The remaining would come from Chester Development Foundation and should have that the next day. Councilman Agee motioned to approve, second by Vice Chairman Wilson.
Unanimous vote.

b. Council to approve bid RFP 2223-11 for Richburg Fire Substation to Salem Builders, Rock Hill, SC in the amount of \$38,340.00 dollars to enclose three sides of the building and add two regular doors plus one roll up door. No electrical work to be performed. Source of funding from the one cent sales tax monies.- Susan Cok. Councilman Agee motioned to approve, second by Councilman Guy. Vote 5-0 to approve. Councilman Agee recused stating he was first cousins to the owner of Salem Builders.

c. Council to approve Emergency Management to use remaining allocated grant match funds in the amount of \$12,800 dollars to outfit a 4 x 4 Gator given to them through a Duke Foundation awarded grant. - Ed Darby. Councilman Agee motioned to approve, second by Councilwoman Mosley. Unanimous vote.

d. 1st Reading of CCMA23-06 E & J Gallo Winery requests 0.24 acres of a portion of Tax Map #165-00-00-066-000 on or near Highway 21 (Catawba River Rd) to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Planning Commission voted 6-0 to approve. Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.

e. 1st Reading of CCMA23-08 Chiffon Crawley request Tax Map #069-05-25-002-000 at 527 West White Street, Chester, SC 29706 to be rezoned from Multi-family Residential District (RG-1) to General Residential District (RG-2). Planning Commission voted 6-0 to approve. Councilman Guy motioned to approve, second by Councilwoman Mosley. Unanimous vote.

f. From CCTC:

1. Approval to SCDOT in the amount of \$500.00 dollars to erect dedication signs that reads “Torrey Craig Highway” in the Town of Great Falls, SC. Councilman Vaughn motioned to approve with the verbiage changing from “Highway” To “Avenue”, second by Councilwoman Mosley. Unanimous vote.

10. Boards and Commissions

a. Reappointment to the Gateway Steering Committee- County Council. Councilman Agee motioned to reappoint Herbie Lutz, second by Vice Chairman Wilson.
Unanimous vote.

b. Appointment to the Burnt Meeting House Cemetery Board- County Council. Councilwoman Mosley motioned to appoint Sandra Anglin, second by Councilman Vaughn.
Unanimous vote.

c. Reappointment to Catawba Regional Council of Governments. County Council. Councilman Vaughn motioned to reappoint Nettie Archie, second by Councilman Guy.
Unanimous vote.

d. Resignation from the Catawba Regional Council of Governments. County Council.

Vice Chairman Wilson motioned to accept Jim Fuller's resignation, second by Councilwoman Mosley. Unanimous vote.

11. Executive Session

Councilwoman Mosley motioned to go to execution session, second by Vice Chairman Wilson. Unanimous vote.

a. To receive legal advice regarding Project 2213. Attorney Winters.

12. Council Actions Following Executive Session

Vice Chairman Wilson motioned to go back to regular session, second by Councilwoman Mosley. Unanimous vote.

a. Action taken regarding Project 2213.

Councilman Vaughn motioned to allow Administrator Hester to communicate with the Department of Commerce for \$300,000 dollars to use toward the road at the R & D Park, second by Councilwoman Mosley. Unanimous vote.

13. Council Comments- None

14. Adjourn

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

Karen Lee, Clerk to Council

Time: 8:00 PM

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.



Resolution 2023-14

A RESOLUTION TO GIFT THE SERVICE WEAPON TO SERGEANT JOHN HUNTER III

WHEREAS, Chester County is grateful for the service given by Sergeant John “Trey” Hunter III for his twelve and one half years of service to the Chester County Sheriff’s Office; and

WHEREAS, in accordance with South Carolina Code of Laws §23-1-255 and Chester County Ordinance 11-16-098, upon retirement, state law enforcement officers may retain their commissions in retired status with all rights and privileges, including the right to retain their service weapons issued while serving in active-duty status provided certain requirements are met; and

WHEREAS, for retiring officers with service of less than fifteen years, officers must contribute one-half of the replacement cost of the weapon; and

WHEREAS, the service weapon used by Sergeant John Hunter during his career with the Chester County Sheriff’s Office was a Glock 22, .40 caliber, Serial number XCF413, with a current replacement cost of \$441.72.

THEREFORE, the Chester County Council does hereby resolve to allow Sergeant John Hunter III to retain the weapon used by Sergeant John Hunter during his career with the Chester County Sheriff’s Office in exchange for a payment of \$220.86, and provided he completes the requisite documentation for the transfer of this weapon.

DONE IN MEETING DULY ASSEMBLED, this ___ day of June ___, 2023.

COUNTY COUNCIL OF CHESTER COUNTY

Joseph R. Branham, Chair, Chester County Council

ATTEST:

Karen Lee
Clerk to County Council of Chester County



Resolution 2023-15

A RESOLUTION TO GIFT THE SERVICE WEAPON TO CORPORAL SANDRA STINSON

WHEREAS, Chester County is grateful for the service given by Corporal Sandra Stinson for her more than ten years of service to the Chester County Sheriff's Office; and

WHEREAS, in accordance with South Carolina Code of Laws §23-1-255 and Chester County Ordinance 11-16-098, upon retirement, state law enforcement officers may retain their commissions in retired status with all rights and privileges, including the right to retain their service weapons issued while serving in active duty status provided certain requirements are met; and

WHEREAS, for retiring officers with service of less than fifteen years, officers must contribute one-half of the replacement cost of the weapon; and

WHEREAS, the service weapon used by Corporal Sandra Stinson during her career with the Chester County Sheriff's Office was a Glock 22, .40 caliber, Serial number XCF415, with a current replacement cost of \$441.72.

THEREFORE, the Chester County Council does hereby resolve to allow Corporal Sandra Stinson to retain the weapon used by Corporal Sandra Stinson during her career with the Chester County Sheriff's Office in exchange for a payment of \$220.86, and provided she completes the requisite documentation for the transfer of this weapon.

DONE IN MEETING DULY ASSEMBLED, this ___ day of June ___, 2023.

COUNTY COUNCIL OF CHESTER COUNTY

Joseph R. Branham, Chair, Chester County Council

ATTEST:

Karen Lee
Clerk to County Council of Chester County

CHESTER COUNTY ORDINANCE NO. 2023-15

AMENDING ORDINANCE NO. 2018-11, AS AMENDED AND CLARIFIED BY ORDINANCE NO. 2022-13, TO PROVIDE FOR THE ALLOCATION OF FEE IN LIEU OF TAX REVENUES FOR SOME PROPERTY LOCATED IN THE COUNTY; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the County Council previously enacted Ordinance No. 2018-11 (“2018 Ordinance”), which provided for an allocation of fee in lieu of tax revenues;

WHEREAS, the County Council previously enacted Ordinance No. 2022-13, which amended and clarified the 2018 Ordinance (“2022 Ordinance,” with 2018 Ordinance, collectively “Prior Ordinance”);

WHEREAS, the County Council intends to amend the manner in which revenue is allocated under the Prior Ordinance as provided in this Ordinance; and

WHEREAS, each capitalized term used, but not defined, in this Ordinance has the meaning ascribed to that term in the Prior Ordinance:

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

Section 1. Amendment. The Prior Ordinance is amended as follows:

- a. Section 1 (Allocation of Revenue), paragraph (A) of the Prior Ordinance is stricken in its entirety and replaced with the following:

(A) From each payment due as a part of any Project that is subject to a negotiated fee in lieu of tax agreement, located in a multi-county industrial/business park, or both, net of any portion due: (i) a partner county, (ii) any other party to another agreement, as a credit, (iii) as otherwise provided by any agreement or applicable state law, or (iv) any combination of (i), (ii), and (iii) (collectively, “Net FILOT Payment”), the County shall (w) set aside 4.0% of each Net FILOT Payment to be used primarily for the County’s economic development, (x) provide the fire district in which jurisdiction the Project is located with 5.0% of each Net FILOT Payment, (y) provide the Chester County School District with 15%; and (z) retain the remainder of each Net FILOT Payment for use as the County deems appropriate.

;

- b. Section 1 (Allocation of Revenue), paragraph (C) of the Prior Ordinance is stricken in its entirety and replaced with the following: “[Reserved]”; and
- c. Section 2 (Clarification) of the 2022 Ordinance is stricken in its entirety and replaced with the following: “[Reserved]”.

Section 2. Suspension of Net FILOT Payment. In addition to the County’s rights reserved under Section 3 of this Ordinance, the County may, by resolution or ordinance, withhold one or more Net FILOT Payments that would otherwise have been payable according to this Ordinance or the Prior Ordinance and use the withheld Net FILOT Payment, to fund and/or finance one or more projects for use by the entity to which each Net FILOT Payment would have otherwise been payable.

Section 3. Reservation to County. This Ordinance is not a contract with any taxing entity. The County reserves the right to amend this Ordinance, or the Prior Ordinance, or both, at any time, from time to time, as often as the County, in its sole discretion, deems appropriate. A taxing entity, other than the County, is not entitled (a) to rely on this Ordinance or the Prior Ordinance or (b) pledge any of the revenue anticipated to be

received as a result of this Ordinance or the Prior Ordinance.

Section 5. Authorization for County Officials to Execute Documents. The Council authorizes the County Administrator, Clerk to County Council and other County Officials to execute and consent to documents and instruments as may be necessary to affect this Ordinance's intent.

Section 6. General Repealer. Each ordinance, resolution, order, policy, or similar directive, or any part of the same, in conflict with this Ordinance is, to the extent of that conflict, repealed.

Section 7. Pledge Agreement. This Ordinance is not intended to, and does not, have any impact on any Net FILOT Payment for (a) any investment made on or before the "Fee Agreement," dated as of October 5, 2009, with Southeastern Petroleum LLC, or (b) the investments and/or agreements described in the Pledge Agreement, dated June 28, 2018, between the County and the Chester Facilities Corporation, related to the \$19,255,000 Installment Purchase Revenue Bonds (Chester County 2018 Projects) Taxable Series 2018 (collectively, "Bonds") for so long as those Bonds remain outstanding.

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CHESTER COUNTY, SOUTH CAROLINA

By: _____
Chairman, Chester County Council
Chester County, South Carolina

ATTEST:

Clerk to Council, Chester County Council
Chester County, South Carolina

First Reading: June 5, 2023
Public Hearing: July 3, 2023
Second Reading: June 20, 2023
Third Reading: July 3, 2023

Chester County Planning Commission Minutes

May 16, 2023

CCMA23-06 E & J Gallo Winery requests a portion of Tax Map #165-00-00-066-000 on or near Highway 21 (Catawba River Rd) to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3).

Planning Director Mike Levister stated actually this is the parcel that substation that is owned behind the Springs plant, that little old bitty square. It was in the original, but Duke Energy or springs couldn't let go of it because they still had to use the substation but now that the transmission has been removed, they have to put the ID-3 to combine it with the current property. That's the only purpose of it. They're not going to be able to use it for nothing because it's sitting up on a hill.

Chairman Raines stated I wonder why they want that little, small portion.

Planning Director Mike Levister stated I think they still got some energy there, but majority of their transmission is coming in a different location.

Chairman Raines stated and just like he said, just a little outlier that couldn't be zoned appropriately at the time because Duke Energy I guess was leasing it for power on entry.

Vice Chairman Hill motioned to approve. second by Commissioner Williams. Vote 6-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 5-16-23 Case # CCMA 23-06 Invoice # 6482

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

Please give your reason for this rezoning request:

Applicant will be purchasing 0.24 acres which are currently a portion of TMS No. 165-00-00-066. Applicant wishes re-zone this acreage in order to combine it with the parcel immediately to the south (TMS No. 165-00-00-058-000) which the Applicant already owns.

Copies 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: 311213; 312120; 312130; 312140

Property Address Information

Property address: On or near Highway 21 (Catawba River Road), Fort Lawn, Chester County
 Tax Map Number: portion of 165-00-00-086-000 Acres: 0.24 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): E & J Gallo Winery, Attn: Andy Fusia
 Address 2386 Catawba River Road, Ft. Lawn SC 29714
 Telephone: _____ work _____
 E-Mail Address: dy _____

Owner(s) if other than applicant(s): Springste enFrances, LLC
 Address: 1377 Broadcloth Street, Suite 205, Fort Mill SC 29715
 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: 3/27/2023
 Applicant signature: [Signature] Date: 4/4/2023

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



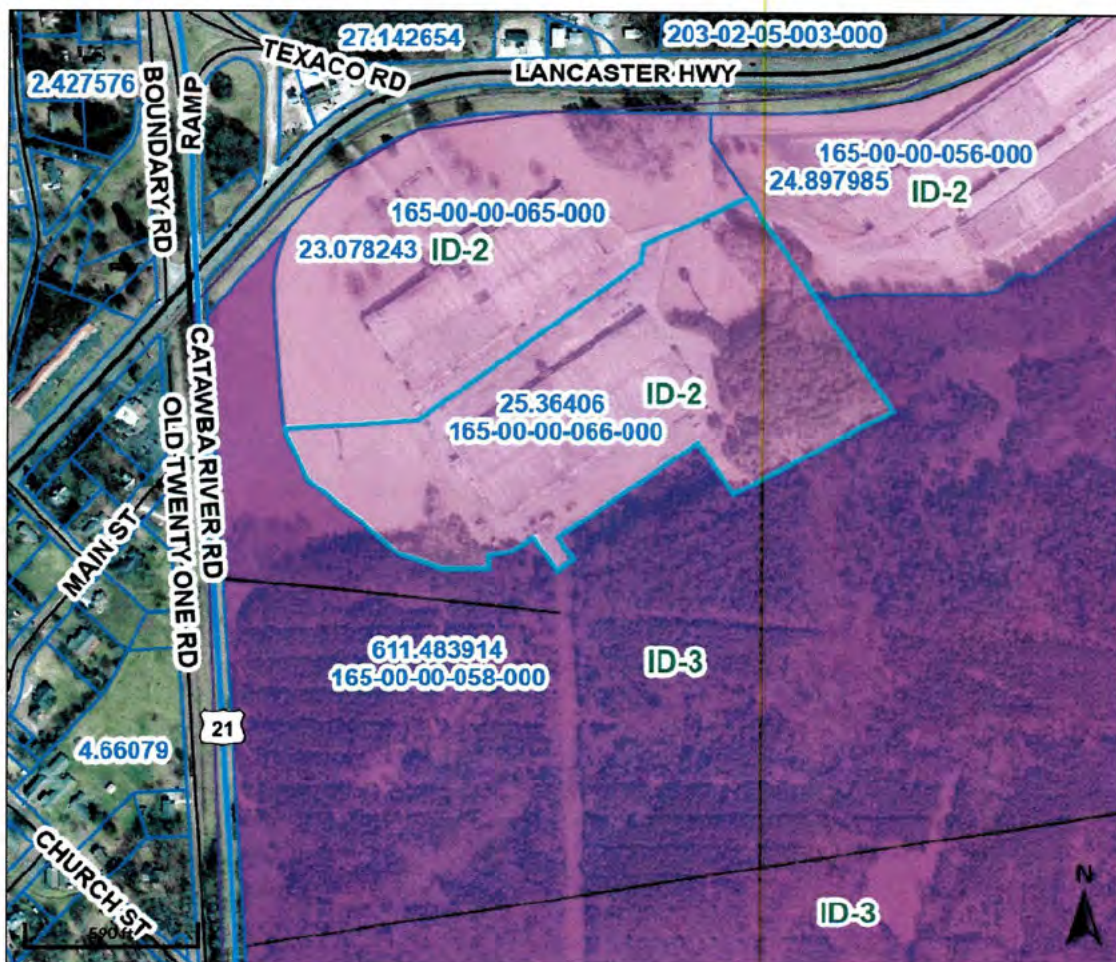
Overview



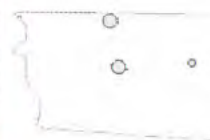
Parcel ID	165-00-00-066-000	Alternate ID	n/a	Owner Address	SPRINGSTEEN-FRANCES LLC
Sec/Twp/Rng	n/a	Class	C		1377 BROADCLOTH ST, STE 205
Property Address	5840 LANCASTER HWY	Acreage	25.364		FORT MILL SC 29715
District	05				
Brief Tax Description	FRANCES PLANT				
	(Note: Not to be used on legal documents)				

Date created: 5/31/2023
 Last Data Uploaded: 5/31/2023 2:05:58 AM

Developed by  **Schneider**
 GEOSPATIAL



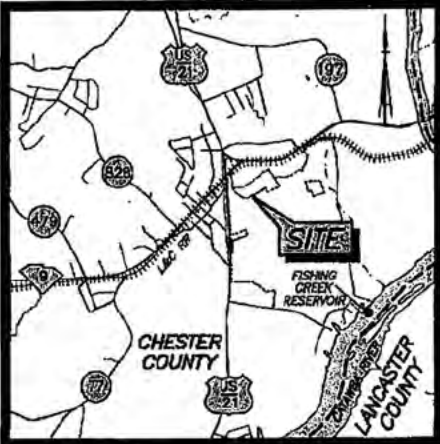
Overview



Parcel ID	165-00-00-066-000	Alternate ID	n/a	Owner Address	SPRINGSTEEN-FRANCES LLC
Sec/Twp/Rng	n/a	Class	C		1377 BROADCLOTH ST, STE 205
Property Address	5840 LANCASTER HWY	Acreage	25.364		FORT MILL SC 29715
District	05				
Brief Tax Description	FRANCES PLANT				
	(Note: Not to be used on legal documents)				

Date created: 5/31/2023
 Last Data Uploaded: 5/31/2023 2:05:58 AM

Developed by  Schneider
 GEOSPATIAL



**SUBJECT PROPERTY
0.24 ACRE**

PT-PT	BEARING	DISTANCE
1344-583	N 84°58'09" E	110.34'
583-581	S 34°26'18" E	80.21'
581-582	S 55°12'12" W	58.79'
582-1345	S 53°43'28" W	36.64'
1345-1344	N 34°44'18" W	135.93'

**GEODETIC AND SC STATE GRID
POINT DATA**

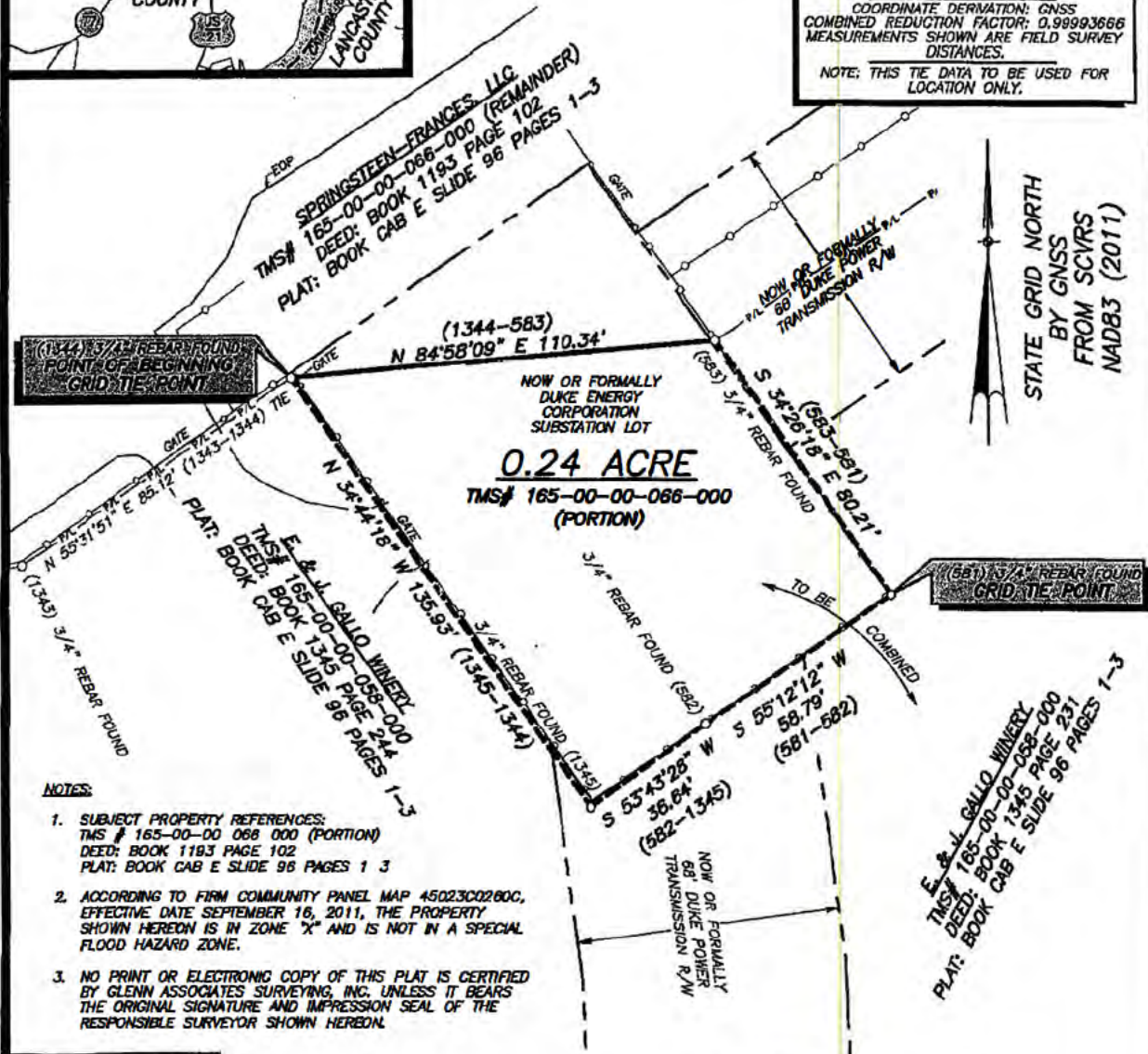
HORIZONTAL DATUM: NAD83 (2011)
VERTICAL DATUM: NAVD 88

POINT NUMBER: 581
SC GRID COORDINATES
NORTH: 1,042,912.86'
EAST: 2,032,867.86'
GEODETIC COORDINATES:
LATITUDE: N 034°41'58.6850"
LONGITUDE: W 080°53'28.3450"

POINT NUMBER: 1344
SC GRID COORDINATES
NORTH: 1,042,969.42'
EAST: 2,032,712.62'
GEODETIC COORDINATES:
LATITUDE: N 034°41'59.2461"
LONGITUDE: W 080°53'28.2035"

COORDINATE DERIVATION: GNSS
COMBINED REDUCTION FACTOR: 0.99993666
MEASUREMENTS SHOWN ARE FIELD SURVEY
DISTANCES.

NOTE: THIS IS DATA TO BE USED FOR
LOCATION ONLY.



- NOTES:**
- SUBJECT PROPERTY REFERENCES:
TMS # 165-00-00 068 000 (PORTION)
DEED: BOOK 1183 PAGE 102
PLAT: BOOK CAB E SLIDE 96 PAGES 1 3
 - ACCORDING TO FIRM COMMUNITY PANEL MAP 4502300280C, EFFECTIVE DATE SEPTEMBER 16, 2011, THE PROPERTY SHOWN HEREON IS IN ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD ZONE.
 - NO PRINT OR ELECTRONIC COPY OF THIS PLAT IS CERTIFIED BY GLENN ASSOCIATES SURVEYING, INC. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND IMPRESSION SEAL OF THE RESPONSIBLE SURVEYOR SHOWN HEREON.

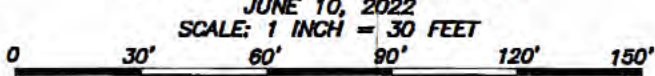


SURVEYOR'S SEAL

Mark E. Mills
6-10-2022



PROPERTY OF
SPRINGSTEEN-FRANCES, LLC
TO BE CONVEYED TO
E. & J. GALLO WINERY
LOCATED NEAR THE TOWN OF FORT LAWN
CHESTER COUNTY, SOUTH CAROLINA
JUNE 10, 2022



SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

Mark E. Mills
MARK E. MILLS; S.C.P.L.S. # 10779

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

DRAWING BY ADAM JANOWICZ

SPRINGSTEEN
— CAPITAL —

March 27, 2023

Via Electronic Mail

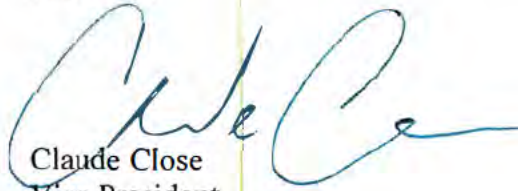
Chester County
Department of Planning, Building & Zoning
1476 J.A. Cochran Bypass
Chester, SC 29706

Subject: Zoning Map Amendment Application for a portion of TM # 165-00-00-066-000

Dear Sir or Madam,

This letter shall serve as notification to Chester County that Springsteen-Frances, LLC (“Springsteen”) hereby grants its permission for E & J Gallo Winery (“Gallo”) to file the Zoning Map Amendment (Rezoning) Application for a portion of Parcel 165-00-00-066-000 requesting rezoning to ID-3. Please do not hesitate to contact me at (704) 421-2279 or [REDACTED] if you have any questions or concerns.

Sincerely,


Claude Close
Vice President

Edward G. Kluiters
[REDACTED]
[REDACTED]

1320 Main Street, 17th Floor
Columbia, SC 29201

T: [REDACTED] [REDACTED]
F: [REDACTED]

April 5, 2023

Via Fed Ex

Mr. Mike Levister
Director, Chester County Planning Commission
1476 J.A. Cochran Bypass
Chester, SC 29706

Re: Rezoning Application

Dear Mr. Levister:

Enclosed please find the rezoning application for a portion of TMS No. 165-00-00 066. The application is filed by E & J Gallo Winery with permission from the current property owner as evidenced by the enclosed permission letter. I am also enclosing a check in the amount of \$300.00 to cover the fee and a plat depicting the 0.24 acres to be rezoned.

Please feel free to contact me if you have any questions with respect to the enclosed materials or if any further information is needed.

Very truly yours,



Edward G. Kluiters

EK:ikh
Enclosures

Cc (via Email):

Claude Close
Brent Thompkins, Esq.

4886-2146-7739 v.1

Next Year (2024) Changes

Search Options

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



Alerts

Has Additional Comments

Owner Information

Post Initials Reason for Change
 Name 2
 Address 1
 Address 2
 Zip Code

Activity Date	09/20/2021
Land Value	232,500
Building Value	477,850
Total Market Value	710,350
Total Tax Value	710,350

Codes

District
 Town
 Subdivision

Fire Code FORT LAWN
 Neighborhood LIMITED INDUSTRIAL
 Use Class

Description
 Legal

Location

Street Number Street Name Suffix Direction

Additional Information

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

Scroll by: MAP#

Chester County Planning Commission
May 16th, 2023

CCMA23-08 Chiffon Crawley request Tax Map #069-05-25-002-000 at 527 West White Street, Chester, SC 29706 to be rezoned from Multi-family Residential District (RG-1) to General Residential District (RG-2).

Chiffon Crawley stated she lives at 3100 Swanquarter Drive, Charlotte, NC 28262. The property which I'm speaking of is 527 West White Street, Chester, South Carolina.

Chairman Raines stated it's a vacant property and the house that was there was torn down I'm assuming.

Ms. Crawley stated I'm assuming so when I purchased it, it was just the land.

Chairman Raines said it was just an empty lot and you are wanting to put a mobile home or not a mobile home.

Ms. Crawley stated either a double wide or single wide.

Chairman Raines stated manufacturing housing I will refer to it. And as you pointed out, I think in your application, there are several other properties around that have mobile homes that are manufactured housing in the neighborhood.

Ms. Crawley stated that is correct, on the same street.

Chairman Raines stated as I said you know I think that number one it's a vacant lot now. A newer home would be an upgrade and there's several other properties in the community already in the neighborhood match that type of housing. I don't think it'd be a problem overall.

Commissioner Walley motioned to approve, second by Chairman Raines. Vote 6-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 5-16-23 Case # CCMA 23-08 Invoice # 6486

The applicant hereby requests that the property described to be rezoned from BG1 to RG2

Please give your reason for this rezoning request:

There are 5 or more mobile homes on the same street and I would like to put mine on my property 597 W White Street Chester, SC

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: 597 W. White Street Chester, SC 29706
 Tax Map Number: 064-05-25-002-000 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): Chiffon Crawley
 Address: 2164 Swanquarter Drive Charlotte, NC 28202
 Telephone: N/A cell _____ work N/A
 E-Mail Address: _____

Owner(s) if other than a applicant(s): Same as above
 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: Chiffon Crawley Date: 4/12/2023
 Applicant signature: _____ Date: _____

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



Overview



Parcel ID	069-05-25-002-000	Alternate ID	n/a	Owner Address	CRAWLEY CHIFFON
Sec/Twp/Rng	n/a	Class	RN		3100 SWANQUARTER DR
Property Address	527 WESTWHITE STREET	Acreege	0.188		CHARLOTTE NC 28262
District	02				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 4/20/2023
 Last Data Uploaded: 4/20/2023 3:10:55 AM

Developed by  Schneider
 GEOSPATIAL

Next Year (2024) Changes

Search Options

Map Number History Year

Name Other Map Number

Alerts

Has Additional Comments

Owner Information

Post Initials Reason for Change Activity Date

Name 2

Address 1 Land Value

Address 2 Building Value

Zip Code Total Market Value

Total Tax Value

Codes

District Fire Code CITY

Town Neighborhood MULTI FAMILY RES

Subdivision Use Class

Description

Legal

Location

Street Number Street Name Suffix Direction

Additional Information

Appraisal Appeal Owner Occupied TIF

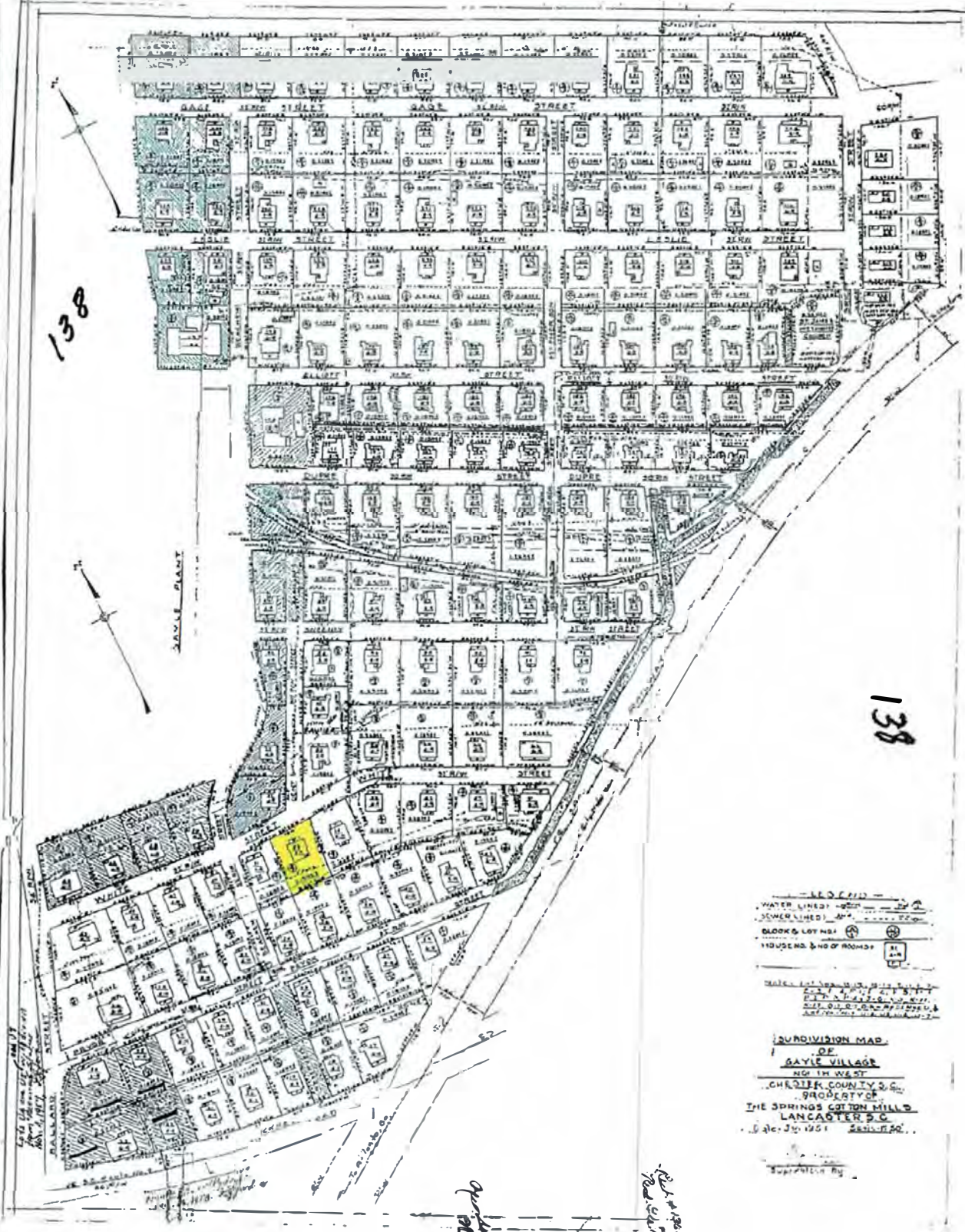
Agricultural Use Reappraisal Notice MCIP Base

Rollback Exempt Industrial Park ID

Scroll by: MAP#

138

138



WATER LINES ———
 SEWER LINES ———
 BLOCK & LOT NO. (Symbol)
 HOUSES & NO OF ROOMS (Symbol)

SUBDIVISION MAP
 OF
 GAYLE VILLAGE
 NW IN WEST
 CHESTER COUNTY, S.C.
 PROPERTY OF
 THE SPRINGS COTTON MILLS
 LANCASTER, S.C.
 Dec. 27, 1951

*Approved
Dec. 1, 51*

*Filed
Dec. 27, 51*

138

Instrument Book Volume Page
2021 - 116088 DB 1357 79
DEED

2021 - 116088
Filed for Record in
CHESTER COUNTY, SC
Sue K. Carpenter, CLERK OF COURT
09/30/2021 02:09:07 PM
DEED \$15.00
Bk DB Vol 1357 Page 79 - 80

Drawn By and Return To:
Steltzner Law, PC
454 South Anderson Road, Suite 302, BTC Box 519
Rock Hill, SC 29730

CHESTER COUNTY ASSESSOR
Date 09/30/2021
Tax Map Number 069 05-25 002-0

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER) GENERAL WARRANTY DEED
 (Title to Real Estate)

KNOW ALL MEN BY THESE PRESENTS, that SANDRA VARNADORE (hereinafter "Grantor"), for and in consideration of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt and sufficiency of which is here acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said CHIFFON CRAWLEY (hereinafter "Grantee"), her heirs and/or assigns, all Grantor's remaining right, title, and equitable or legal interest in and to, the following-described real property, to-wit:

ALL that certain piece, parcel or lot of land, with any and all improvements thereon, fronting 78 feet on the southerly line of white Street, just east of its junction with Beachem Street, in northwesterly Gayle Village, Chester County, SC, and containing .19 acres, more or less, and being shown and designated as Lot Number 2, Block S on map of said area prepared January, 1957, and recorded in the office of the Clerk of Court for Chester County, SC, in Plat Book B at Page 138 and has such courses and distances, metes and bounds as shown on said plat which said plat is incorporated herein by reference.

DERIVATION: This being the same property conveyed to Sandra Varnadore by Warranty Deed of Nathalie S. Hammonds dated June 2, 2011 and recorded in Book 1036, Page 13, Chester County Records.

Chester County Tax Map No.: 069-05-25-002-000
Grantee Address: 527 W White Street, Chester, SC 29705

2021 - 116088
Electronic Filing
From: Simplifile
Thru: ERX

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, and Grantee's heirs and assigns forever.

AND GRANTOR DOES hereby promise, for themselves and Grantor's heirs, successors, assigns, and representatives, to warrant and forever defend the above premises unto the Grantee, Grantee's heirs and assigns, against the Grantor and Grantor's heirs, successors, assigns, and representatives and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Consideration Amt: \$5000.00 STATE TAX: \$13.00 LOCAL TAX: \$5.50

WITNESS the Hand and Seal of the Grantor this the 30th day of September, 2021.

Signed, Sealed and Delivered
in the presence of:

[Signature]

Witness No. 1 signs here (may NOT be the Notary)

[Signature]
Sandra Varnadore, by James Eric Dover, as her attorney-in-fact

[Signature]

Witness No. 2 signs here (MAY be the Notary)

STATE OF SOUTH CAROLINA

COUNTY OF YORK

I, Donovan M Steltzer, a Notary Public for the State and County aforesaid, do hereby certify that Sandra Varnadore, by James Eric Dover, as her attorney-in-fact personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day of Sept, 2021

Notary Public, State of _____

My Commission Expires: _____

(SEAL)

Donovan M Steltzer
Notary Public, State of South Carolina
My Commission Expires Oct-11, 2023

I hereby certify that the within Deed
Has been recorded this date 09/30/2021
AUDITOR, CHESTER COUNTY

Donald A. Wade

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 6th 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]
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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*

*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.

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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 [] residential units.

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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.

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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 _____

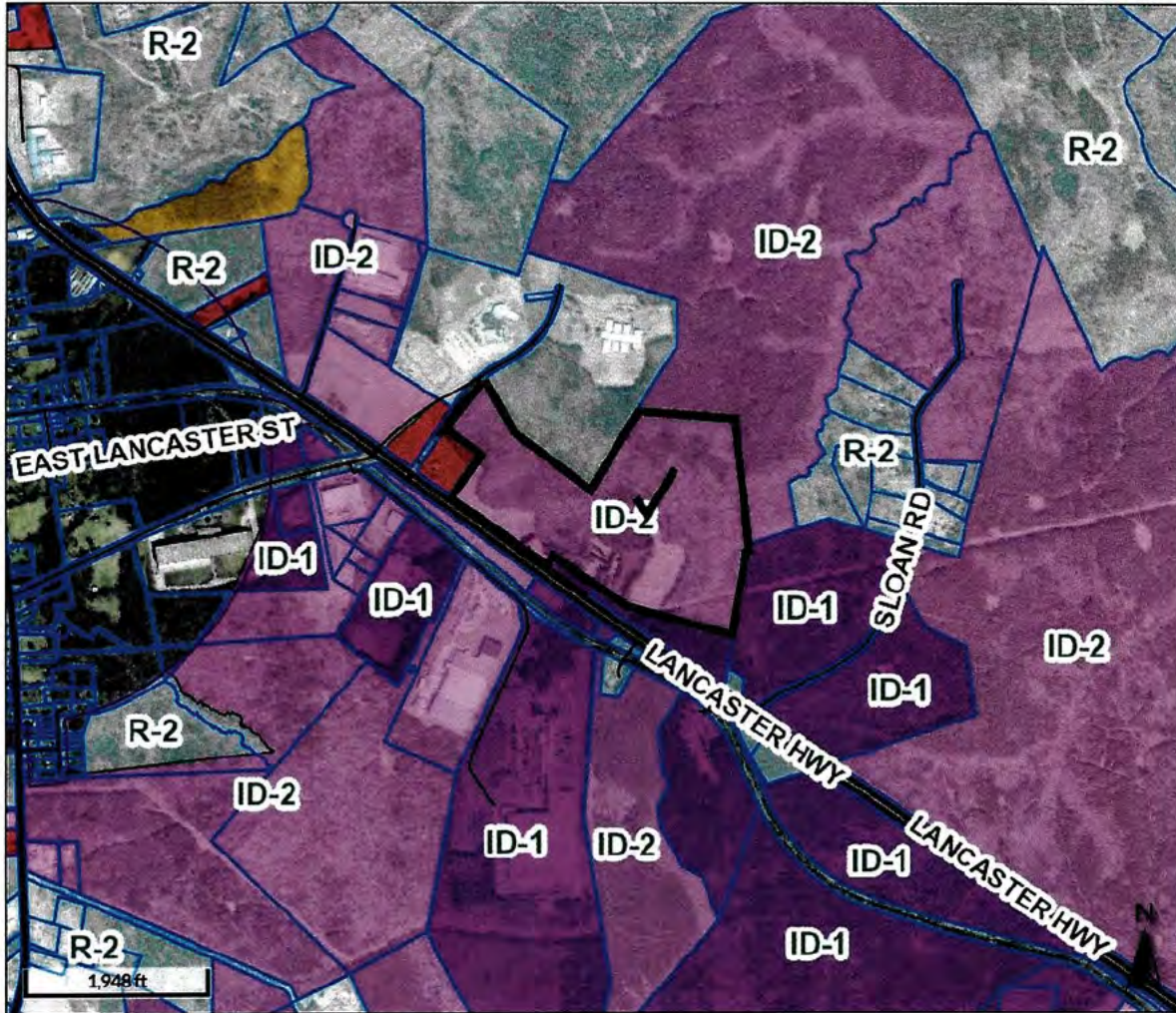
(Witness #1 sign here)

My Commission Expires: _____

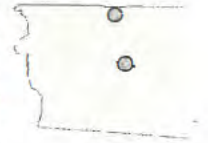
[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]



Overview



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

(Note: Not to be used on legal documents)

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

Developed by  **Schneider**
 GEOSPATIAL

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

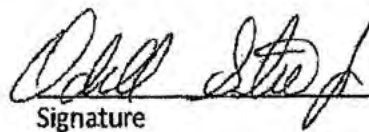
AGENT AUTHORIZATION

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

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

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

Property Owner Signature(s):

 4-19-2022
Signature Date

 4-19-2022
Signature Date

 4-19-2022
Signature Date

 4-19-2022
Signature Date

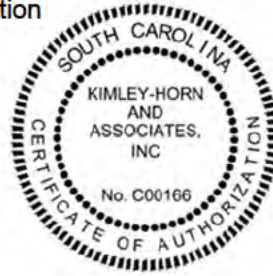
TECHNICAL MEMORANDUM

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 LOS (Delay)
		EBL	EBT	EBR	WBL	WBT	WBR	NBLTR	SBLTR	
School Peak Hour										
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)
School Peak Hour												
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
School Peak Hour					
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
School Peak Hour					
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
School Peak Hour					
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.

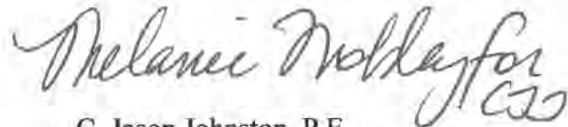
SCDOT General Comments



- 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

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

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

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

Good evening Allison,

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

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

Thanks!

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

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

Amy Massey, PE
Kimley-Horn
Sent from my iPhone

Begin forwarded message:

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

Good Morning,

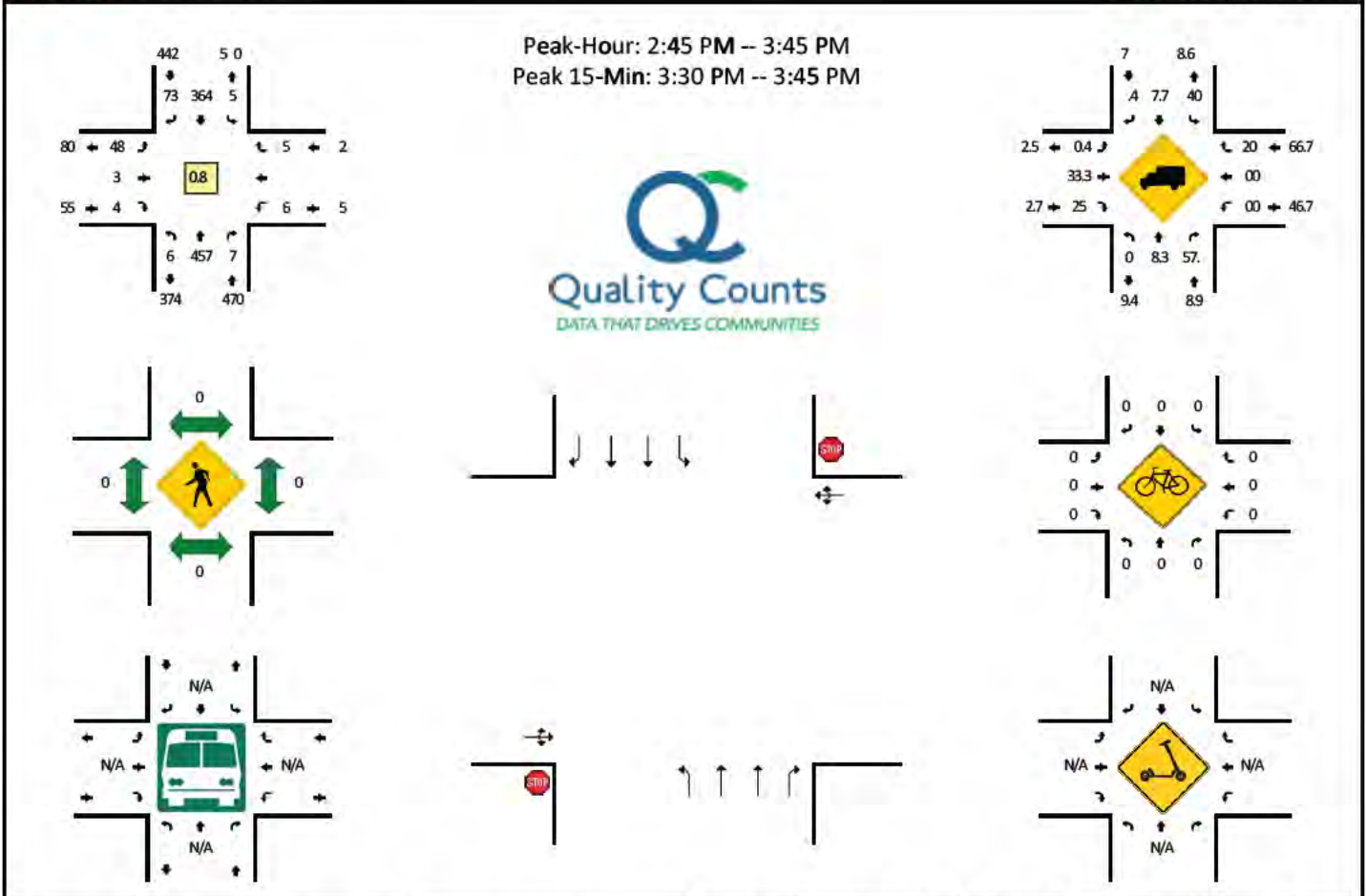
Please see attached TIA Response - Magnolia Richburg Development Chester County.

Thank you & have a blessed day.

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

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

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

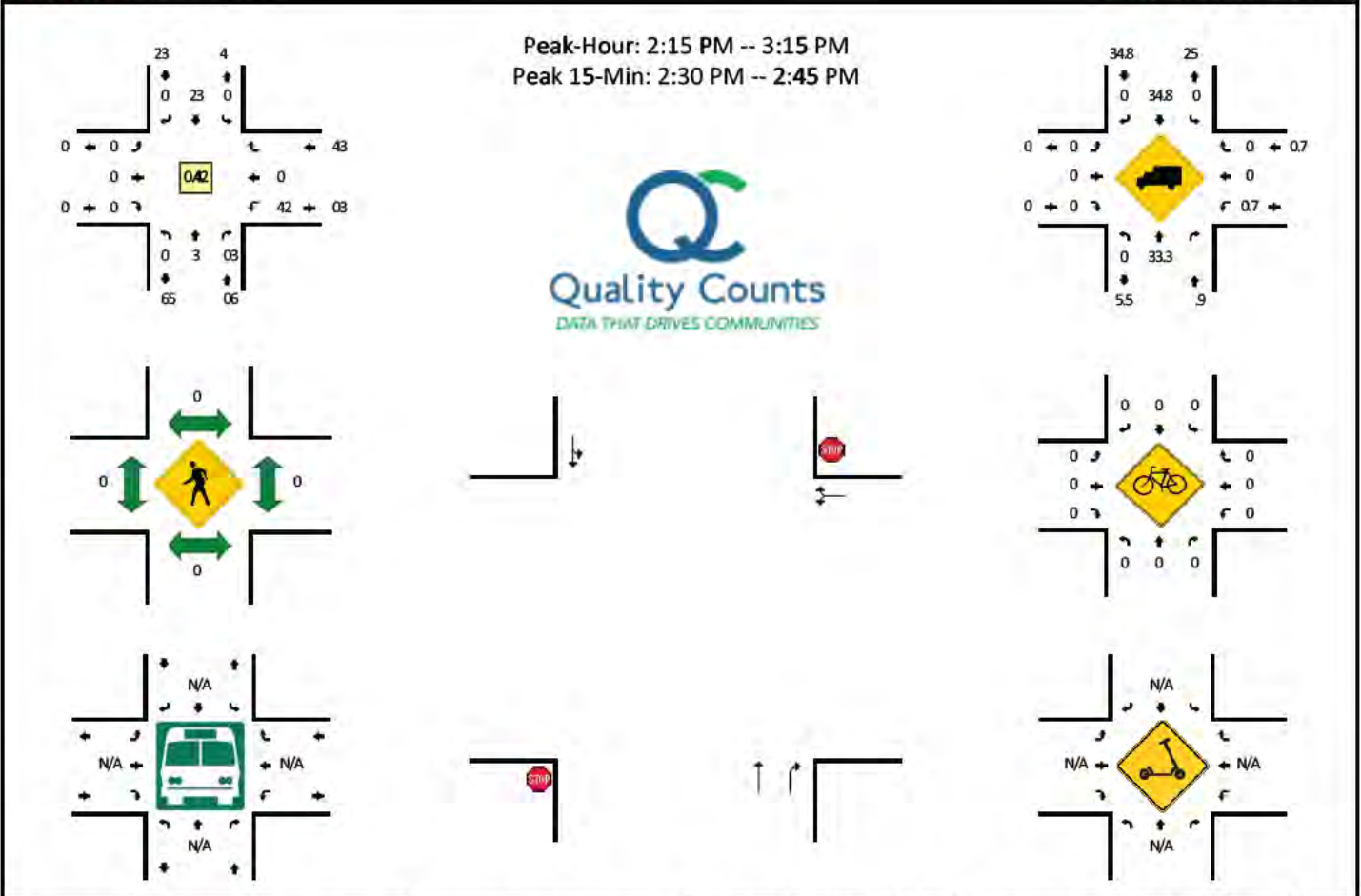


15 Min Count Period Beginning At	Lancaster Hwy (Northbound)				Lancaster Hwy (Southbound)				N Main St/Lewisville Middle School Dwy (Eastbound)				N Main St/Lewisville Middle School Dwy (Westbound)				Total	Hourly Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
2:00 PM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

Comments:

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

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

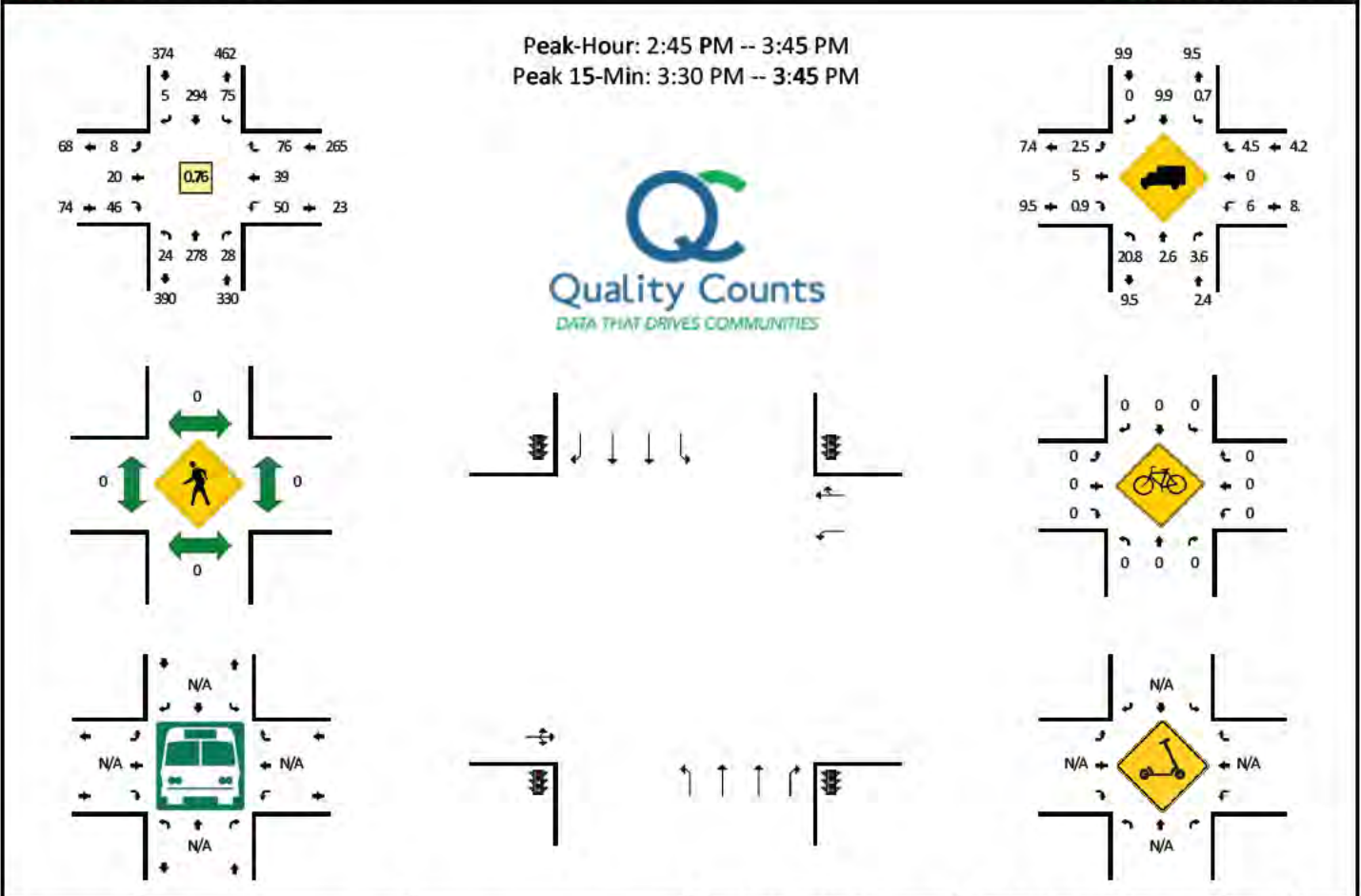


15 Min Count Period Beginning At	Lewisville High School Rd (Northbound)				Lewisville High School Rd (Southbound)				Lewisville Elementary School Dwy (Eastbound)				Lewisville Elementary School Dwy (Westbound)				Total	Hourly Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
2:00 PM	0	2	1	0	0	3	0	0	0	0	0	0	6	0	0	0	12	
2:15 PM	0	0	12	0	0	2	0	0	0	0	0	0	8	0	0	0	22	
2:30 PM	0	0	70	0	0	8	0	0	0	0	0	0	85	0	0	0	163	
2:45 PM	0	1	21	0	0	2	0	0	0	0	0	0	41	0	1	0	66	263
3:00 PM	0	2	0	0	0	11	0	0	0	0	0	0	8	0	0	0	21	272
3:15 PM	0	2	1	0	0	14	0	0	0	0	0	0	1	0	0	0	18	268
3:30 PM	0	4	0	0	0	15	0	0	0	0	0	0	3	0	0	0	22	127
3:45 PM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3	64
Peak 15 Min 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																		
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																		

Comments:

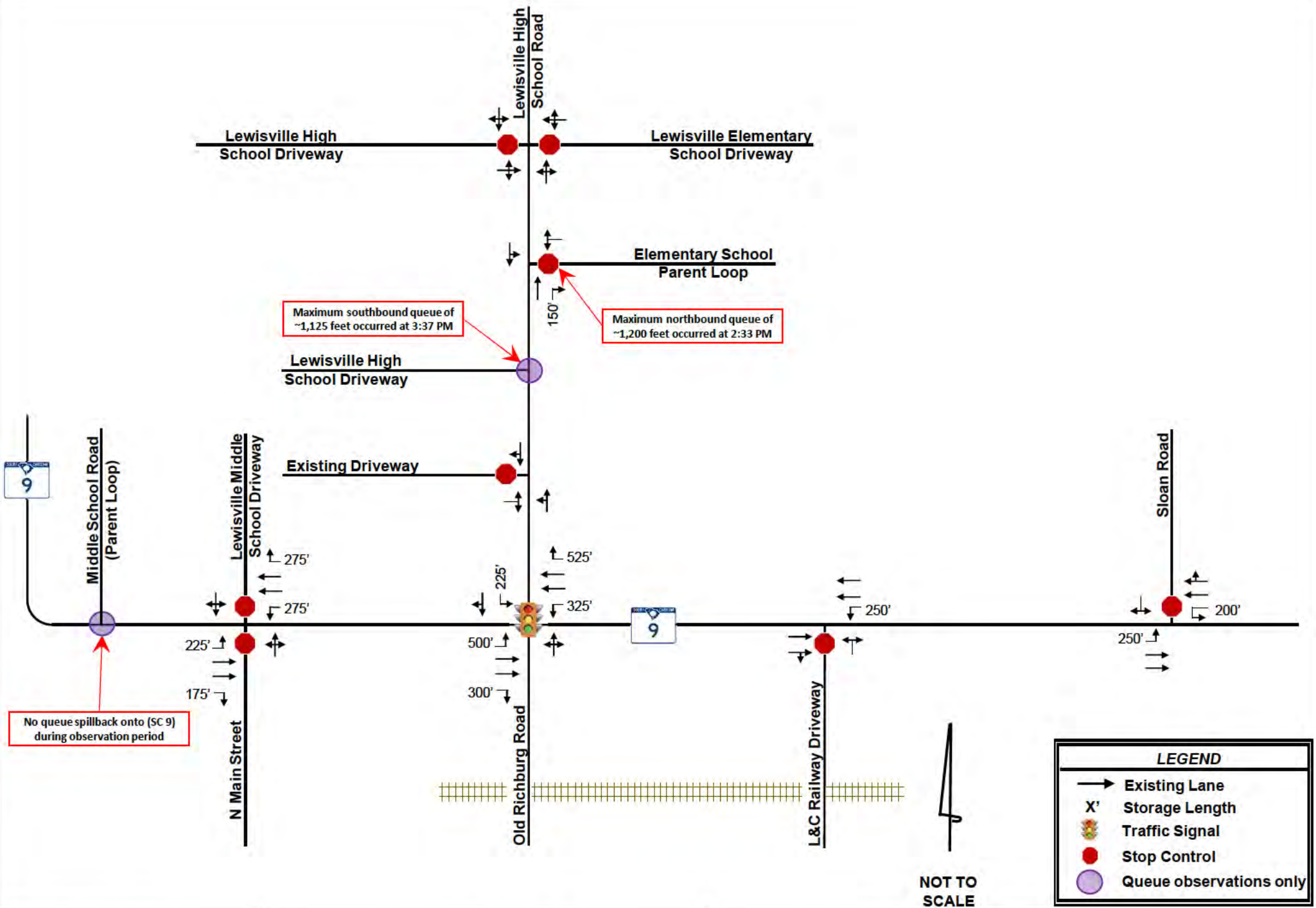
LOCATION: Lancaster Hwy -- Old Richburgh Rd/Lewisville High School Rd
CITY/STATE: Chester, SC

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	
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

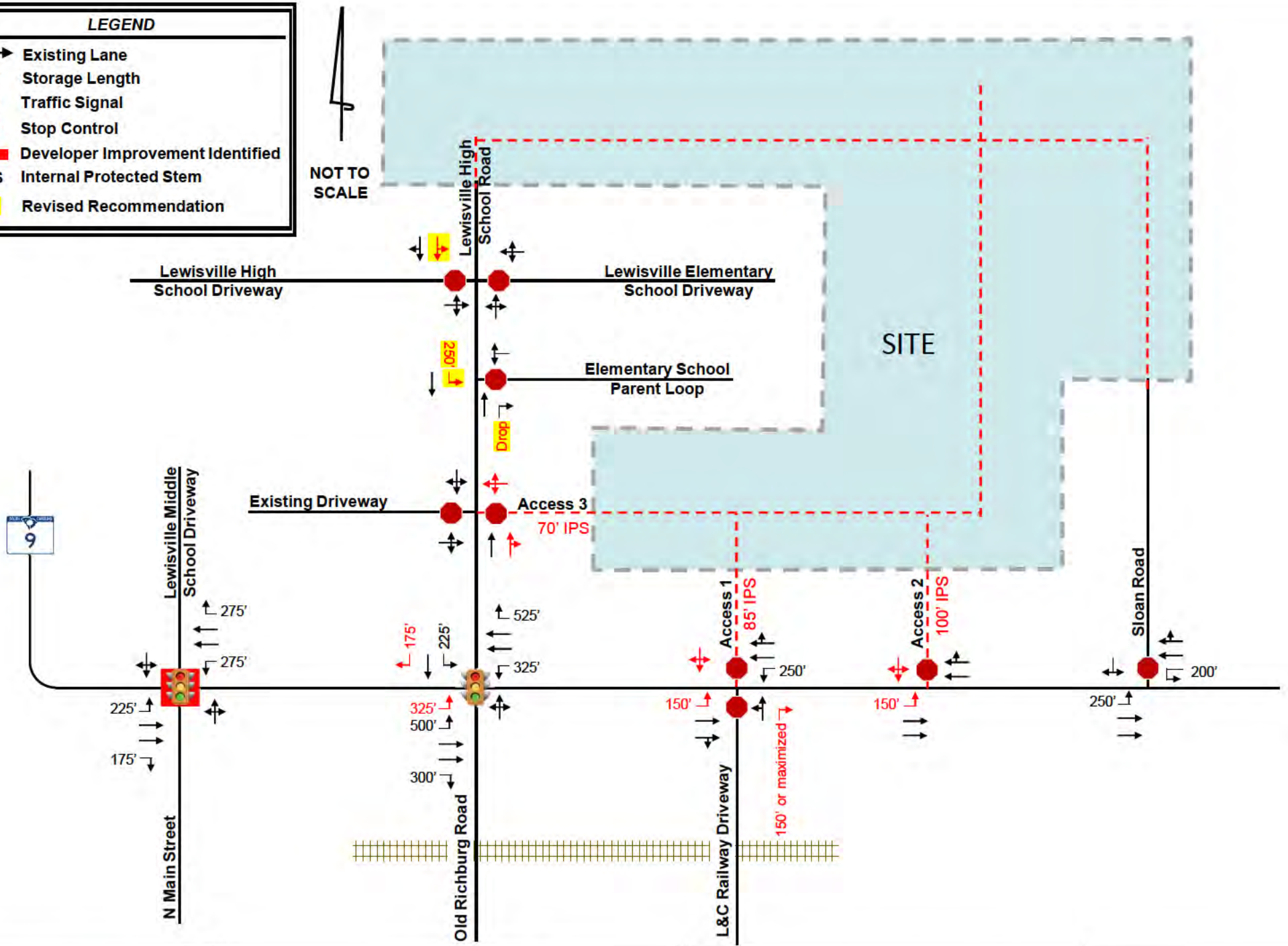
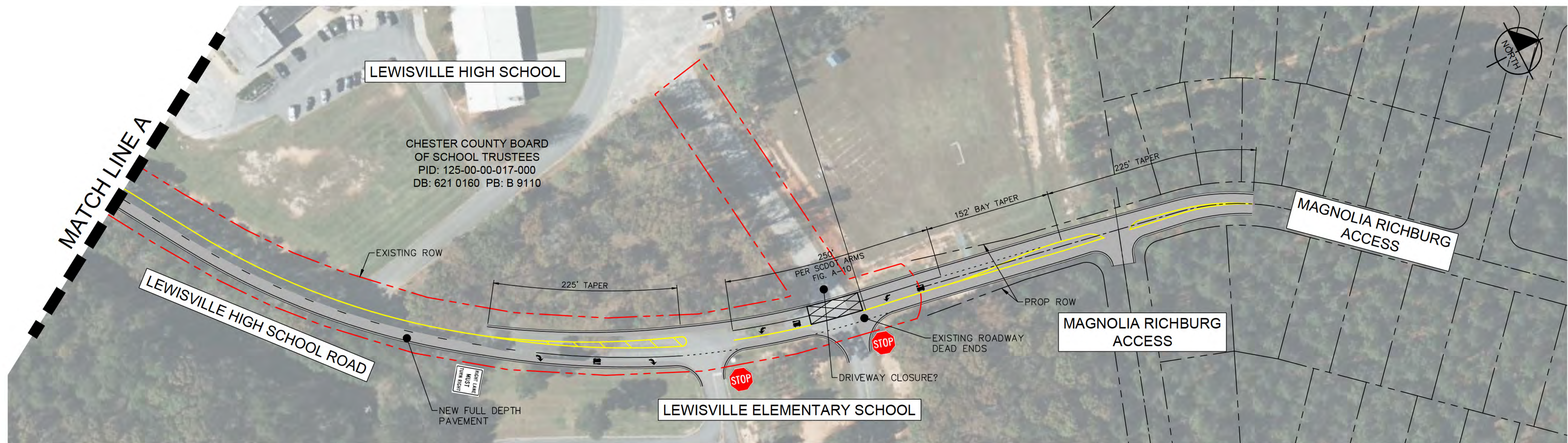
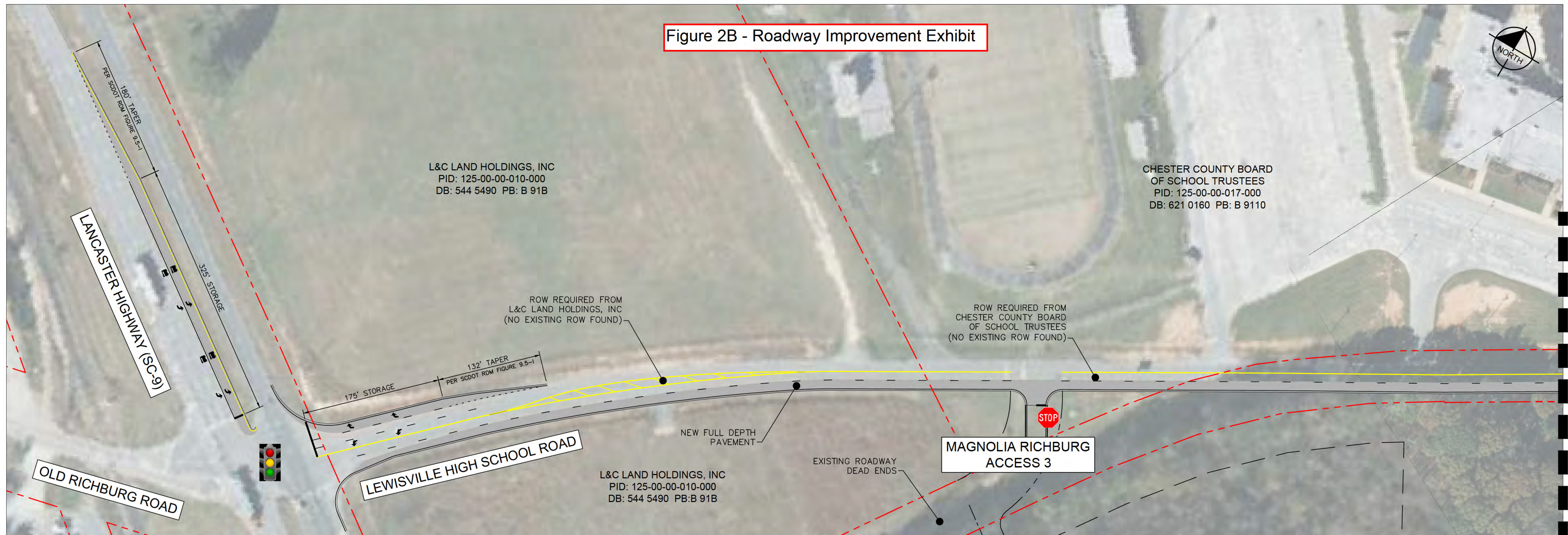
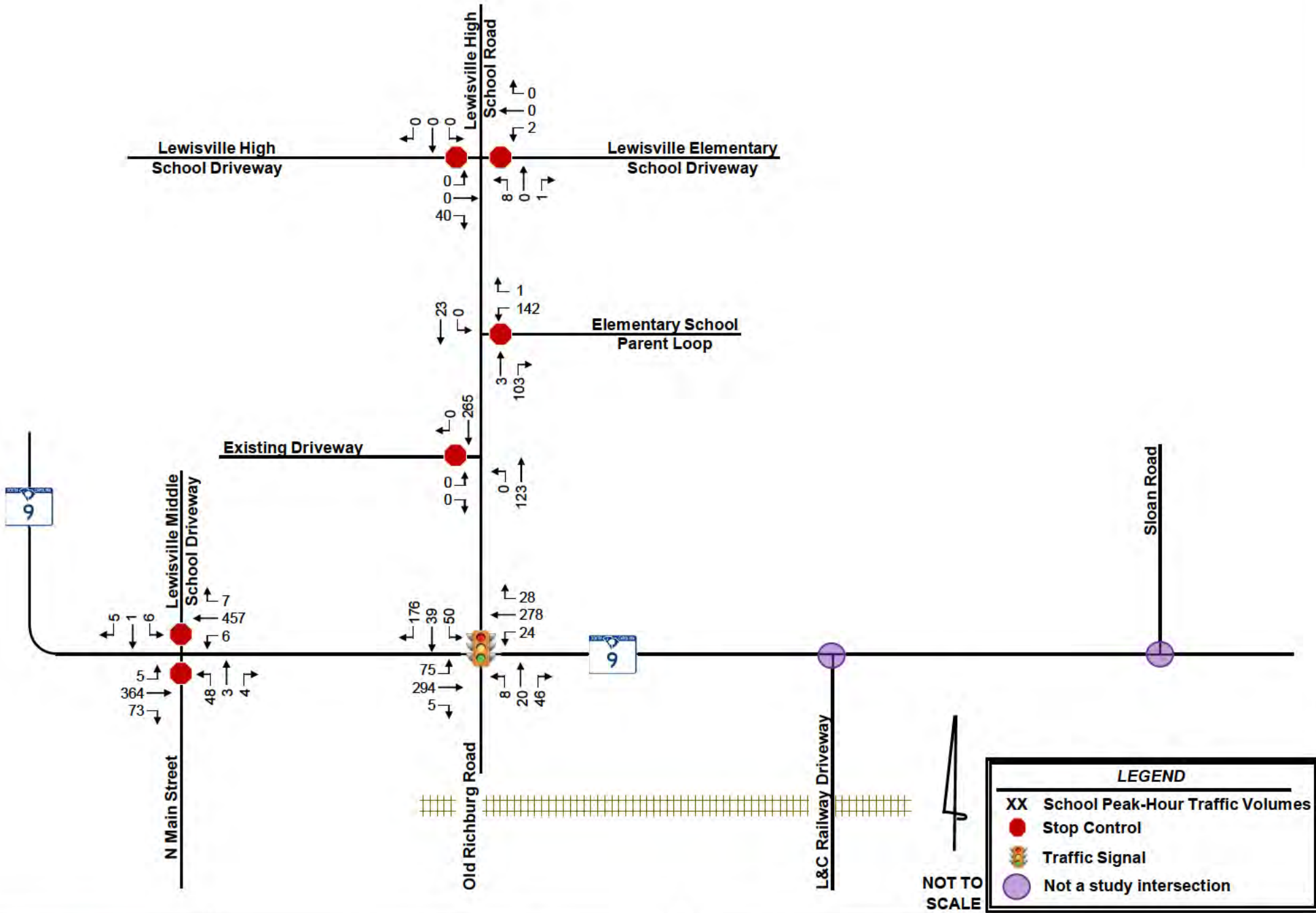
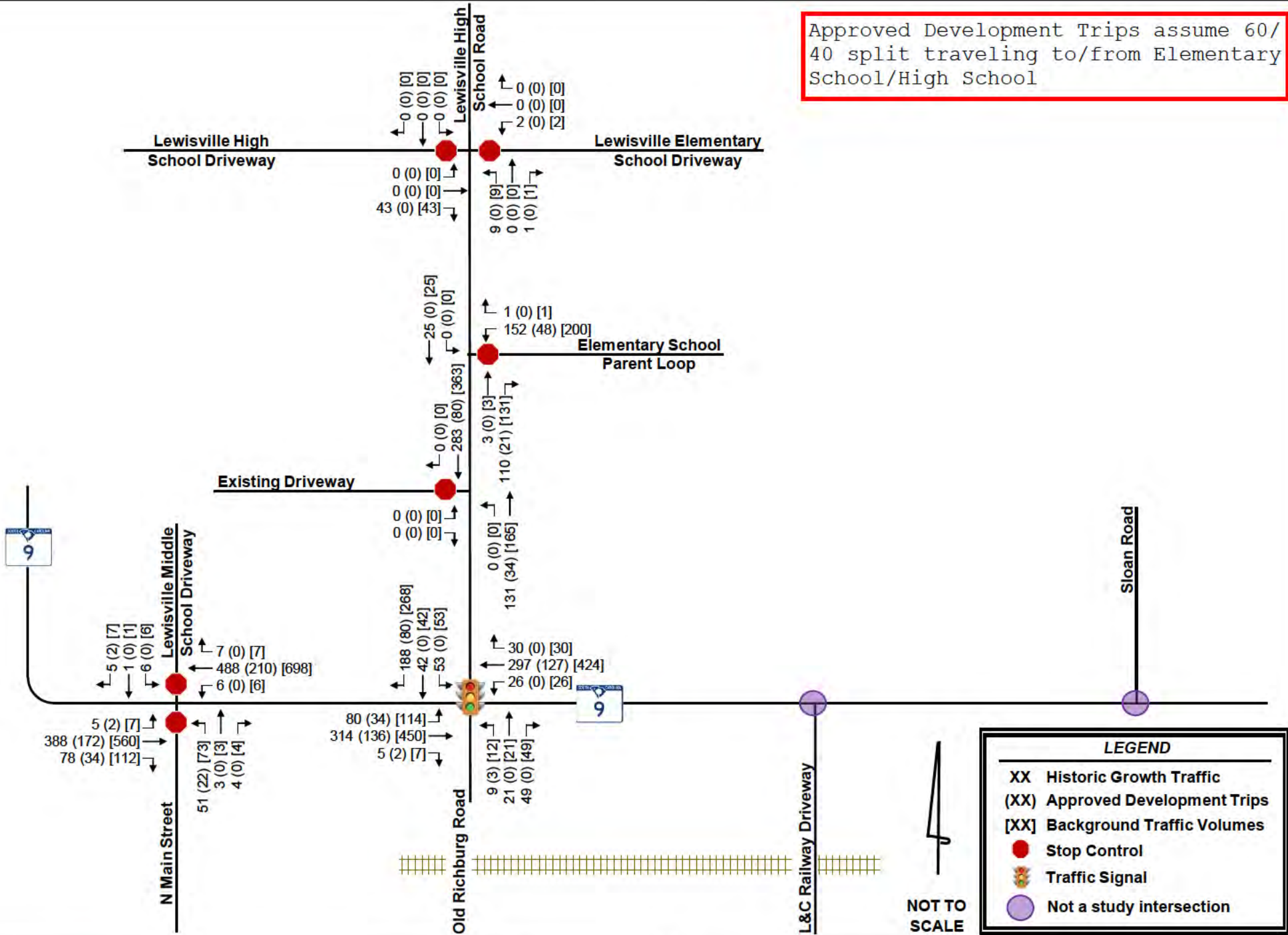


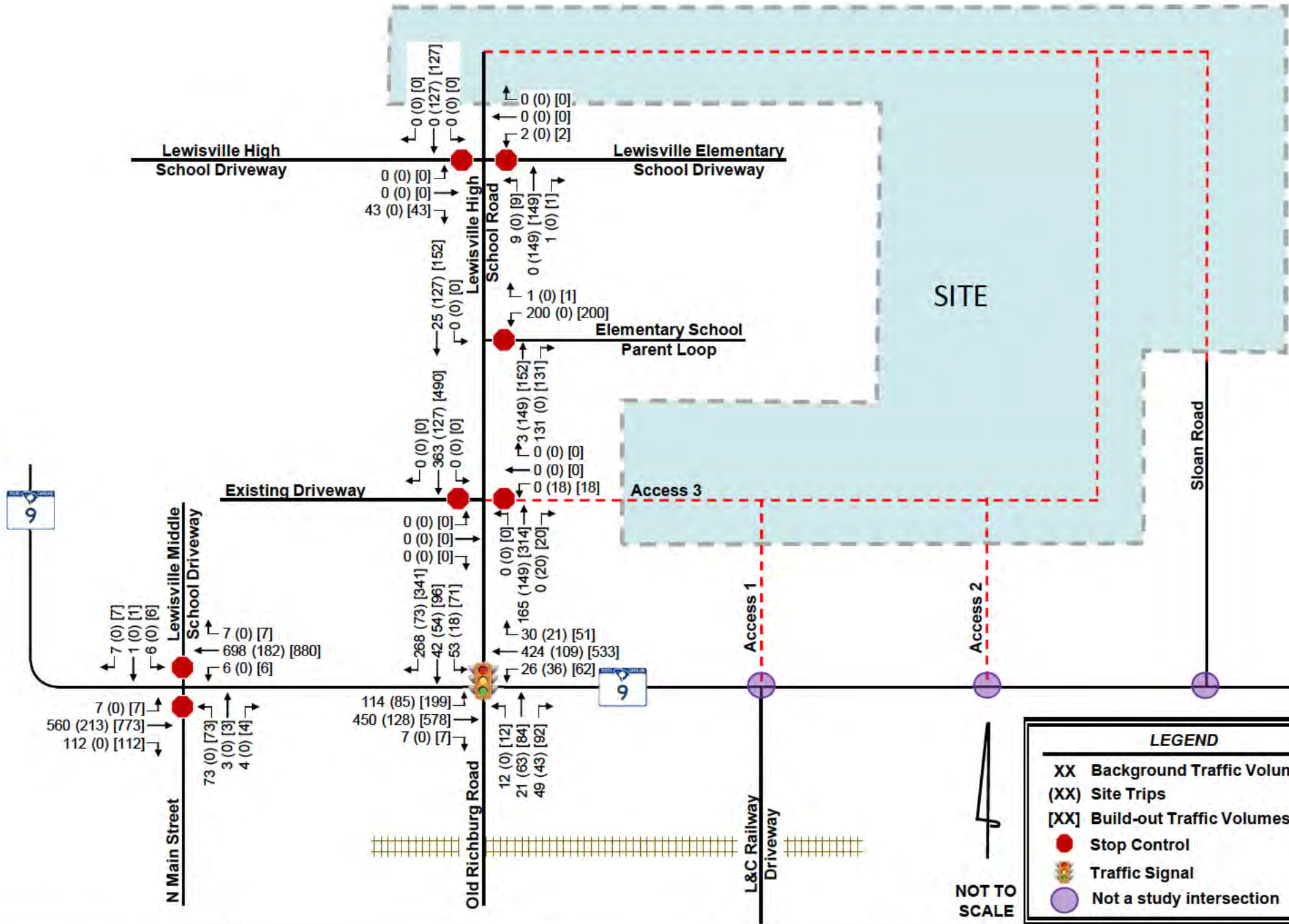
Figure 2B - Roadway Improvement Exhibit





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


























Lanes, Volumes, Timings

Magnolia Richburg TIA

1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SOI) 2022 Lewisville Middle 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%
Analysis Period (min)	15
	ICU Level of Service A

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	-

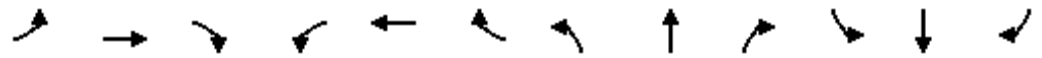
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.2			0.1			17.4			22.4		
HCM LOS							C			C		

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

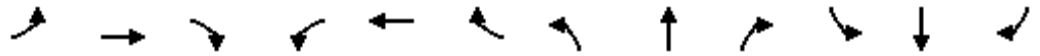
2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (800) 2022 FSR High School PM Peak Hour



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

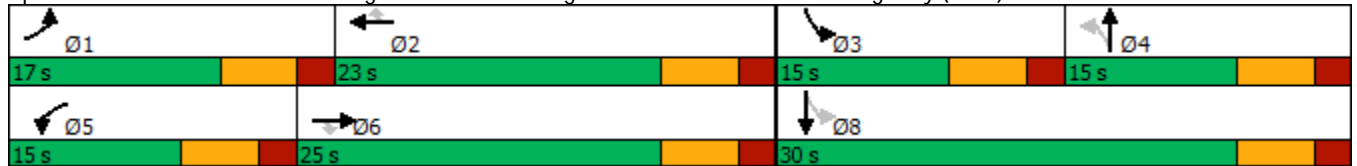


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach Delay		26.7			23.5			20.4			14.5	
Approach LOS		C			C			C			B	
Queue Length 50th (ft)	63	55	0	21	69	0		18		34	68	
Queue Length 95th (ft)	56	92	0	24	90	0		27		30	0	
Internal Link Dist (ft)		4442			1223			1400			767	
Turn Bay Length (ft)	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
Fr						
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%
ICU Level of Service	A
Analysis Period (min)	15

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% ICU Level of Service A
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	0	286
Stage 1	8	-	-	-	-
Stage 2	44	-	-	-	-
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	957	1074	-	-	1276
Stage 1	1015	-	-	-	-
Stage 2	978	-	-	-	-
Platoon blocked, %					
Mov Cap-1 Maneuver	957	1074	-	-	1276
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	-

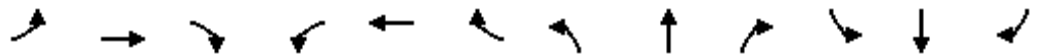
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.2			0.1			28.8			34.3		
HCM LOS							D			D		

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 (BOB) 2025 Park Road School PM Peak Hour

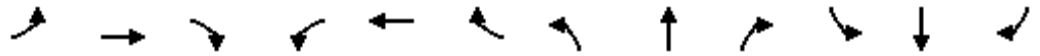


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	114	450	7	26	424	30	12	21	49	53	42	268
Future Volume (vph)	114	450	7	26	424	30	12	21	49	53	42	268
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)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

Lanes, Volumes, Timings

Magnolia Richburg TIA

2: Old Richburg Road/Lewisville High School Road & Lancaster Highway (SC 9) 2025 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
Frt						
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	TT		T	T		T
Traffic Vol, veh/h	200	1	3	131	0	25
Future Vol, veh/h	200	1	3	131	0	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	54	25	38	45	90	52
Heavy Vehicles, %	2	2	33	2	2	35
Mvmt Flow	370	4	8	291	0	48

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	56	8	0	0	299
Stage 1	8	-	-	-	-
Stage 2	48	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	952	1074	-	-	1262
Stage 1	1015	-	-	-	-
Stage 2	974	-	-	-	-
Platoon blocked, %					
Mov Cap-1 Maneuver	952	1074	-	-	1262
Mov Cap-2 Maneuver	952	-	-	-	-
Stage 1	1015	-	-	-	-
Stage 2	974	-	-	-	-






















Approach	WB	NB	SB
HCM Control Delay, s	11.2	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	953	1262
HCM Lane V/C Ratio	-	-	0.393	-
HCM Control Delay (s)	-	-	11.2	0
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	1.9	0

Lanes, Volumes, Timings

Magnolia Richburg TIA

1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SC-9) 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 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
Fr _t			0.850			0.850		0.935			0.882	
Fl _t Protected	0.950			0.950				0.997		0.950		
Satd. Flow (prot)	1626	3282	1583	1492	3195	1553	0	1742	0	1703	1713	0
Fl _t 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 Busch School PM Peak Hour

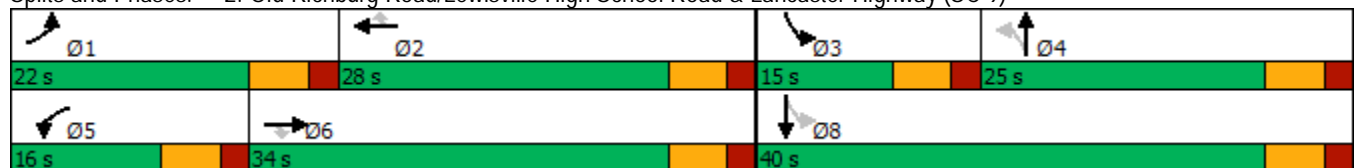


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach Delay		42.0			45.5			64.5				27.5
Approach LOS		D			D			E				C
Queue Length 50th (ft)	157	163	0	49	184	0		102		49		238
Queue Length 95th (ft)	#213	222	0	74	222	0		#203		51		198
Internal Link Dist (ft)		4442			1223			1400				767
Turn 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
Fr _t	0.993											
Fl _t Protected	0.950											
Satd. Flow (prot)	0	1863	0	0	1770	0	0	1752	0	0	1810	0
Fl _t Permitted	0.950											
Satd. Flow (perm)	0	1863	0	0	1770	0	0	1752	0	0	1810	0
Link Speed (mph)	25			25			35			35		
Link Distance (ft)	1039			1076			847			1492		
Travel Time (s)	28.3			29.3			16.5			29.1		
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.75	0.90	0.90	0.62	0.90
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	8%	2%	2%	5%	2%
Adj. Flow (vph)	0	0	0	20	0	0	0	419	22	0	790	0
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	0	0	20	0	0	441	0	0	790	0
Sign Control	Stop			Stop			Free			Free		

Intersection Summary

Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	35.8%
Analysis Period (min)	15
	ICU Level of Service A

HCM 6th TWSC
 7: Lewisville High School Road & Existing Driveway/Access 3

Magnolia Richburg TIA
 2035 Build-out School PM Peak Hour

Intersection												
Int Delay, s/veh	0.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	0	0	18	0	0	0	314	20	0	490	0
Future Vol, veh/h	0	0	0	18	0	0	0	314	20	0	490	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	75	90	90	62	90
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	5	2
Mvmt Flow	0	0	0	20	0	0	0	419	22	0	790	0

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1220	1231	790	1220	1220	430	790	0	0	441	0	0
Stage 1	790	790	-	430	430	-	-	-	-	-	-	-
Stage 2	430	441	-	790	790	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	157	177	390	157	180	625	830	-	-	1119	-	-
Stage 1	383	402	-	603	583	-	-	-	-	-	-	-
Stage 2	603	577	-	383	402	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	157	177	390	157	180	625	830	-	-	1119	-	-
Mov Cap-2 Maneuver	157	177	-	157	180	-	-	-	-	-	-	-
Stage 1	383	402	-	603	583	-	-	-	-	-	-	-
Stage 2	603	577	-	383	402	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	0		31.2		0		0	
HCM LOS	A		D					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	830	-	-	-	157	1119	-
HCM Lane V/C Ratio	-	-	-	-	0.127	-	-
HCM Control Delay (s)	0	-	-	0	31.2	0	-
HCM Lane LOS	A	-	-	A	D	A	-
HCM 95th %tile Q(veh)	0	-	-	-	0.4	0	-



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	200	1	152	131	0	152
Future Volume (vph)	200	1	152	131	0	152
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		150	0	
Storage Lanes	1	0		1	0	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.999			0.850		
Flt Protected	0.953					
Satd. Flow (prot)	1773	0	1429	1583	0	1407
Flt Permitted	0.953					
Satd. Flow (perm)	1773	0	1429	1583	0	1407
Link Speed (mph)	25		35			35
Link Distance (ft)	1442		1492			153
Travel Time (s)	39.3		29.1			3.0
Peak Hour Factor	0.54	0.25	0.89	0.45	0.90	0.84
Heavy Vehicles (%)	2%	2%	33%	2%	2%	35%
Adj. Flow (vph)	370	4	171	291	0	181
Shared Lane Traffic (%)						
Lane Group Flow (vph)	374	0	171	291	0	181
Sign Control	Stop		Free			Free

Intersection Summary	
Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	25.8% ICU Level of Service A
Analysis Period (min)	15

Intersection

Int Delay, s/veh 6.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	200	1	152	131	0	152
Future Vol, veh/h	200	1	152	131	0	152
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	54	25	89	45	90	84
Heavy Vehicles, %	2	2	33	2	2	35
Mvmt Flow	370	4	171	291	0	181

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	352	171	0	0	462
Stage 1	171	-	-	-	-
Stage 2	181	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	646	873	-	-	1099
Stage 1	859	-	-	-	-
Stage 2	850	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	646	873	-	-	1099
Mov Cap-2 Maneuver	646	-	-	-	-
Stage 1	859	-	-	-	-
Stage 2	850	-	-	-	-

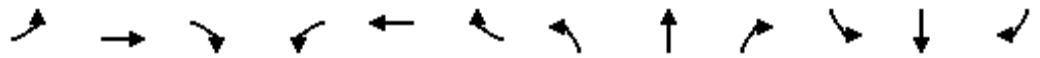
Approach	WB	NB	SB
HCM Control Delay, s	17.9	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	648	1099
HCM Lane V/C Ratio	-	-	0.578	-
HCM Control Delay (s)	-	-	17.9	0
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	3.7	0

Lanes, Volumes, Timings

Magnolia Richburg TIA

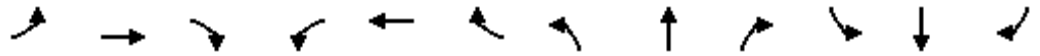
1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SO) School PM Peak Hour



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 _t			0.850			0.850		0.990			0.955	
Fl _t 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 _t 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 Driveway (PPS) School PM Peak Hour

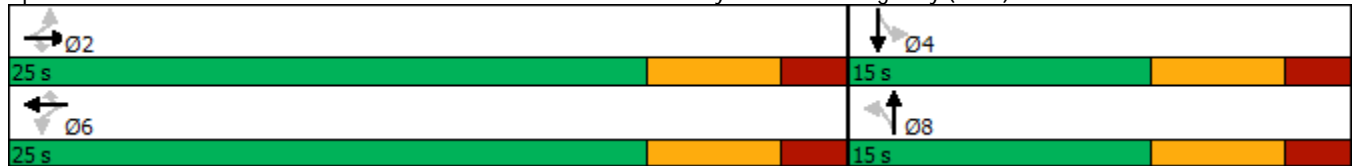


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach Delay		5.6			6.8			15.3			12.4	
Approach LOS		A			A			B			B	
Queue Length 50th (ft)	1	65	0	1	85	0		21			4	
Queue Length 95th (ft)	5	99	10	4	115	0		17			3	
Internal Link Dist (ft)		1441			4442			1260			1230	
Turn Bay Length (ft)	225		250	275		275						
Base Capacity (vph)	225	2328	1150	406	2328	741		360			219	
Starvation Cap Reductn	0	0	0	0	0	0		0			0	
Spillback Cap Reductn	0	0	0	0	0	0		0			0	
Storage Cap Reductn	0	0	0	0	0	0		0			0	
Reduced v/c Ratio	0.06	0.39	0.14	0.02	0.47	0.02		0.29			0.14	

Intersection Summary

Area Type:	Other
Cycle Length:	40
Actuated Cycle Length:	37.5
Natural Cycle:	40
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	0.47
Intersection Signal Delay:	6.7
Intersection LOS:	A
Intersection Capacity Utilization:	42.8%
ICU Level of Service:	A
Analysis Period (min):	15

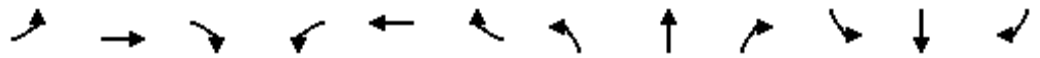
Splits and Phases: 1: N Main Street/Lewisville Middle School Driveway & Lancaster Highway (SC 9)



Lanes, Volumes, Timings

Magnolia Richburg TIA

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

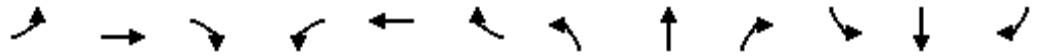


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔↔	↑↑	↗	↖	↑↑	↗		↕		↖	↑	↗
Traffic Volume (vph)	199	578	7	62	533	51	12	84	92	71	96	341
Future Volume (vph)	199	578	7	62	533	51	12	84	92	71	96	341
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	14	12	12	12	12
Storage Length (ft)	500		300	325		525	0		0	225		175
Storage Lanes	2		1	1		1	0		0	1		1
Taper Length (ft)	100			100			25			100		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Fr _t			0.850			0.850		0.935				0.850
Fl _t 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 _t 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 _t	0.993												
Fl _t Protected	0.950												
Satd. Flow (prot)	0	1863	0	0	1770	0	0	3328	0	0	1810	0	
Fl _t 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	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	648	1099	-
HCM Lane V/C Ratio	-	-	0.578	-	-
HCM Control Delay (s)	-	-	17.9	0	-
HCM Lane LOS	-	-	C	A	-
HCM 95th %tile Q(veh)	-	-	3.7	0	-

Magnolia Richburg

TRAFFIC SIGNAL VOLUME WARRANT ANALYSIS

Based on 2009 MUTCD

INTERSECTION NAME: N Main Street/Lewisville Middle School and Lancaster Highway (SC 9)

DATE: 12/05/22

INTERSECTION CONDITION: 2035 Buildout Total

MAJOR STREET: Lancaster Highway (SC 9)
 MINOR STREET: N Main Street/Lewisville Middle School

OF APPROACH LANES: 2
 # OF APPROACH LANES: 1

ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000 (Y OR N): N
 85TH PERCENTILE SPEED GREATER THAN 40 MPH ON MAJOR STREET (Y OR N): Y

USE 56% REDUCTION (Y OR N): N

	MAJOR ST BOTH APPROACHES	MINOR ST HIGHEST APPROACH	WARRANT 1, Condition A			WARRANT 1, Condition B			WARRANT 1, Combination Warrant						WARRANT 2	WARRANT 3
			MAJOR STREET	MINOR STREET	BOTH MET	MAJOR STREET	MINOR STREET	BOTH MET	CONDITION A			CONDITION B				
									MAJOR STREET	MINOR STREET	BOTH MET	MAJOR STREET	MINOR STREET	BOTH MET		
THRESHOLD VALUES			420	105		630	53		480	120		720	60			
12:00 AM TO 01:00 AM																
01:00 AM TO 02:00 AM																
02:00 AM TO 03:00 AM																
03:00 AM TO 04:00 AM																
04:00 AM TO 05:00 AM																
05:00 AM TO 06:00 AM																
06:00 AM TO 07:00 AM																
07:00 AM TO 08:00 AM	2,049	112	Y	Y	Y	Y	Y	Y	Y			Y	Y	Y	Y	Y
08:00 AM TO 09:00 AM																
09:00 AM TO 10:00 AM																
10:00 AM TO 11:00 AM																
11:00 AM TO 12:00 PM																
12:00 PM TO 01:00 PM																
01:00 PM TO 02:00 PM																
02:00 PM TO 03:00 PM	1,785	78	Y			Y	Y	Y	Y			Y	Y	Y	Y	Y
03:00 PM TO 04:00 PM																
04:00 PM TO 05:00 PM																
05:00 PM TO 06:00 PM	1,917	78	Y			Y	Y	Y	Y			Y	Y	Y	Y	Y
06:00 PM TO 07:00 PM																
07:00 PM TO 08:00 PM																
08:00 PM TO 09:00 PM																
09:00 PM TO 10:00 PM																
10:00 PM TO 11:00 PM																
11:00 PM TO 12:00 AM																
	5,751	268	1			3			0			3			3	3
			8 HOURS NEEDED NOT SATISFIED			8 HOURS NEEDED NOT SATISFIED			8 HOURS OF BOTH COND. A AND COND. B NEEDED NOT SATISFIED						4 HRS NEEDED NOT SATISFIED	1 HR NEEDED SATISFIED

WARRANT 1 -- Eight-Hour Vehicular Volume Warrant
 Condition A : Minimum Vehicular Volume
 Condition B : Interruption of Continuous Traffic
 Combination : Combination of Condition A and Condition B
 WARRANT 2 -- Four-Hour Vehicular Volume Warrant
 WARRANT 3 -- Peak Hour Warrant



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

Solving the water needs of tomorrow, today.

April 11, 2022

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

Re: Magnolia Richburg, Richburg SC, Water Availability

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

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

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

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

Sincerely,

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:

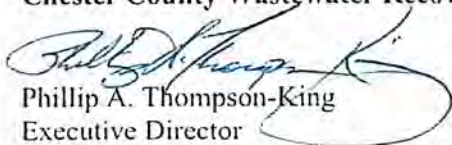
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

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.

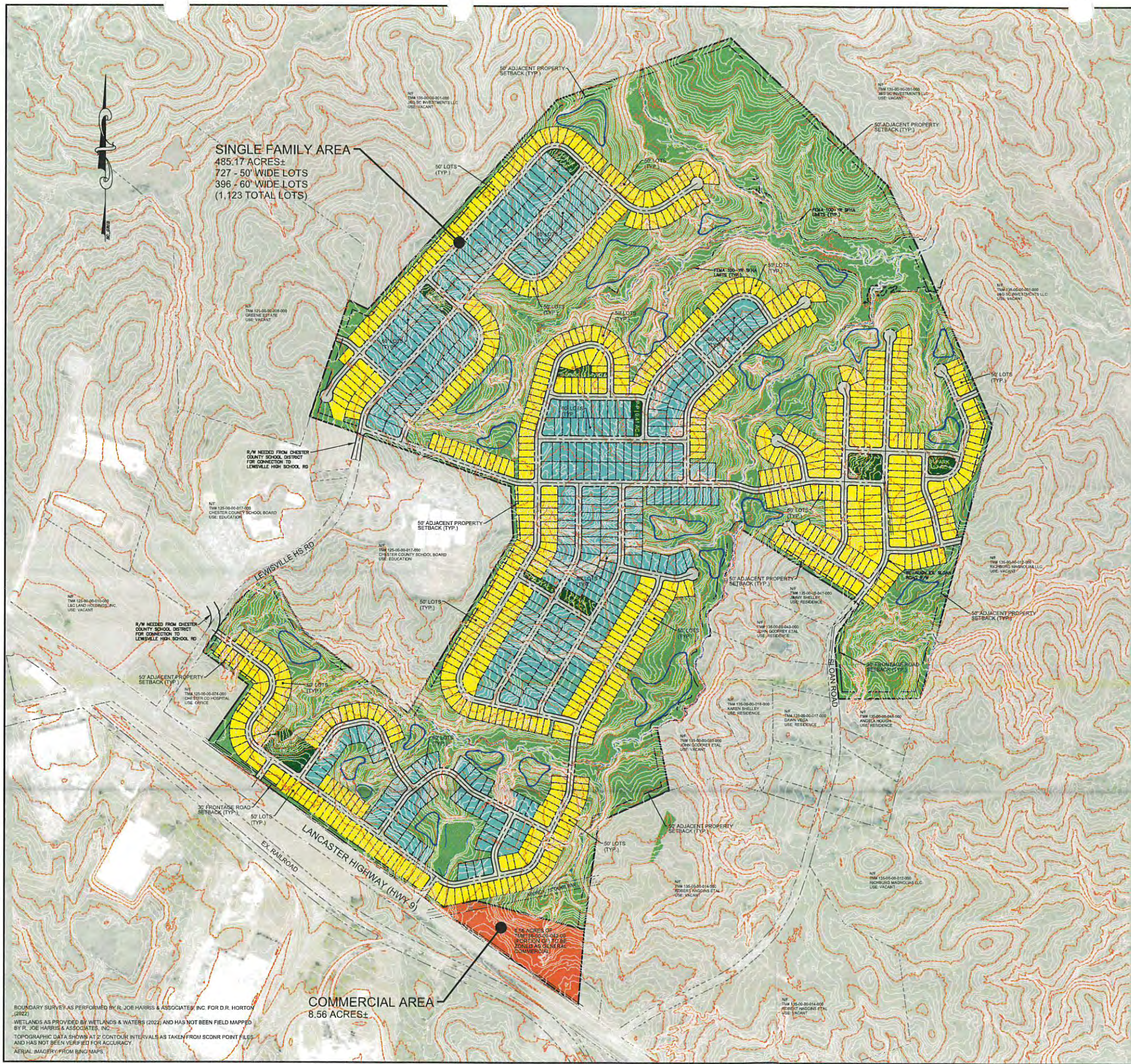
13. Such other information as may be appropriate for Planning Commission review:

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)¹
 (ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)¹
 MAX. ALLOWED - 1,124 DWELLING UNITS¹
COMMERCIAL: PER REZONING NOTES

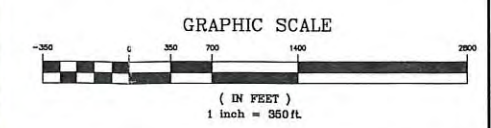
SINGLE FAMILY LOTS:
 - MIN. LOT WIDTH: 50 FT. @ FRONT S.B.¹
 - MIN. LOT DEPTH: 120 FT.
 - MIN. LOT SIZE: 6,000 SQ. FT.
 - SETBACKS/YARDS: FRONT S.B. - 25 FT.¹
 CORNER YD. - 25 FT.¹
 SIDE YARD - 10 FT.¹
 REAR YARD - 20 FT.¹

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

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

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

(SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



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

Engineer:

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

www.rjoharris.com

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

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

**FOR REZONING ONLY
NOT FOR CONSTRUCTION**

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

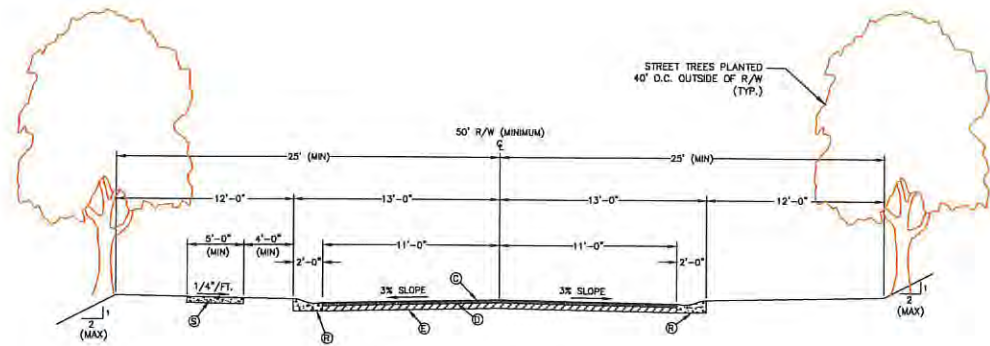
Print Plot Date: **June 10, 2022**
 Client: **D.R. HORTON, INC.**
 8025 ARROWRIDGE BOULEVARD
 CHARLOTTE, NORTH CAROLINA 28273
 P: 704-377-2006

Project: **MAGNOLIA TRACE PLANNED DEVELOPMENT**

Drawing Title: **PD REZONING MASTER PLAN**

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

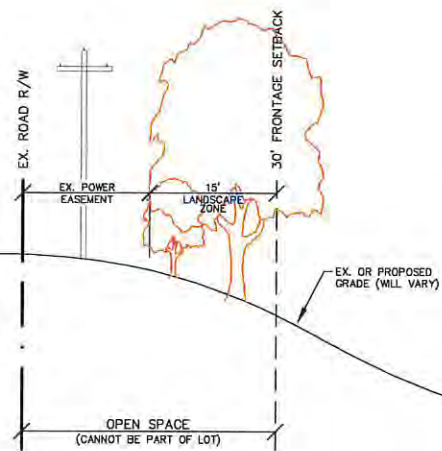
BOUNDARY SURVEY AS PERFORMED BY R. JOE HARRIS & ASSOCIATES, INC. FOR D.R. HORTON (2022)
 WETLANDS AS PROVIDED BY WETLANDS & WATERS (2022) AND HAS NOT BEEN FIELD MAPPED BY R. JOE HARRIS & ASSOCIATES, INC.
 TOPOGRAPHIC DATA SHOWN AT 2' CONTOUR INTERVALS AS TAKEN FROM SCGNR POINT FILES AND HAS NOT BEEN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



LOCAL RESIDENTIAL STREET

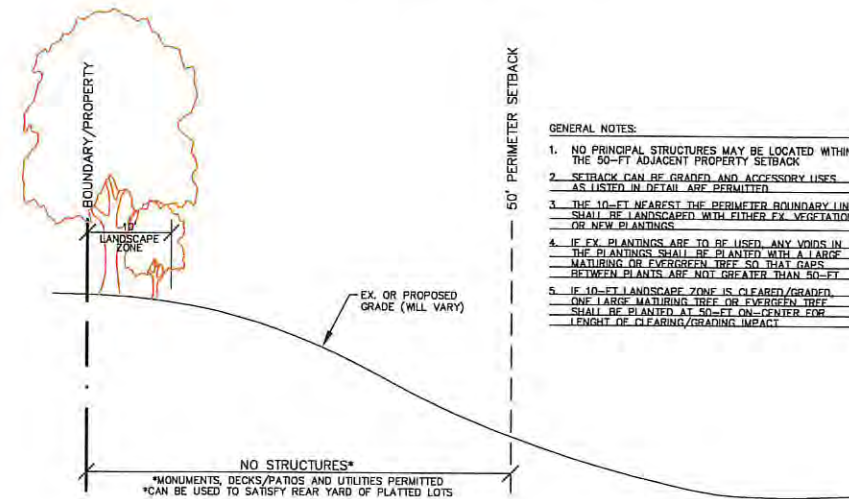
PAVEMENT SCHEDULE

- 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 VIDS IN THE PLANTINGS SHALL BE PLANTED WITH A LARGE MATURING OR EVERGREEN TREE SO THAT GAPS BETWEEN PLANTS ARE NOT GREATER THAN 50-FT
 - IF 10-FT LANDSCAPE ZONE IS CLEARED/GRADED, ONE LARGE MATURING TREE OR EVERGREEN TREE SHALL BE PLANTED AT 50-FT ON-CENTER FOR LENGTH OF CLEARING/GRADED IMPACT

ZONING INFORMATION | GENERAL PROVISIONS:

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

MAX. PERMITTED DENSITIES | PERMITTED USES:

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

OPEN SPACES:

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

STREETS & TRAFFIC:

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

PARKING & OFF-STREET LOADING:

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

SIGNAGE:

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

LANDSCAPING & TREE SAVE:

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

WATER AND SEWER:

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

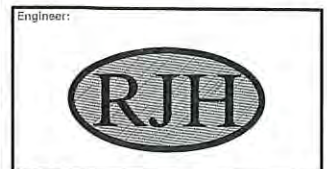
STORMWATER:

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

START OF CONSTRUCTION:

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

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



R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1946 Executive Building, E. Main St., 29104 Phone: 484-932-0266

www.rjoharris.com

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

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

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

Print/Plot Date
June 10, 2022

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

Project:
**MAGNOLIA TRACE
PLANNED DEVELOPMENT**

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

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

Chester County Planning Commission Meeting August 16th, 2022

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

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

-----**(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 6th 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

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]

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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 [] 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 # 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 _____

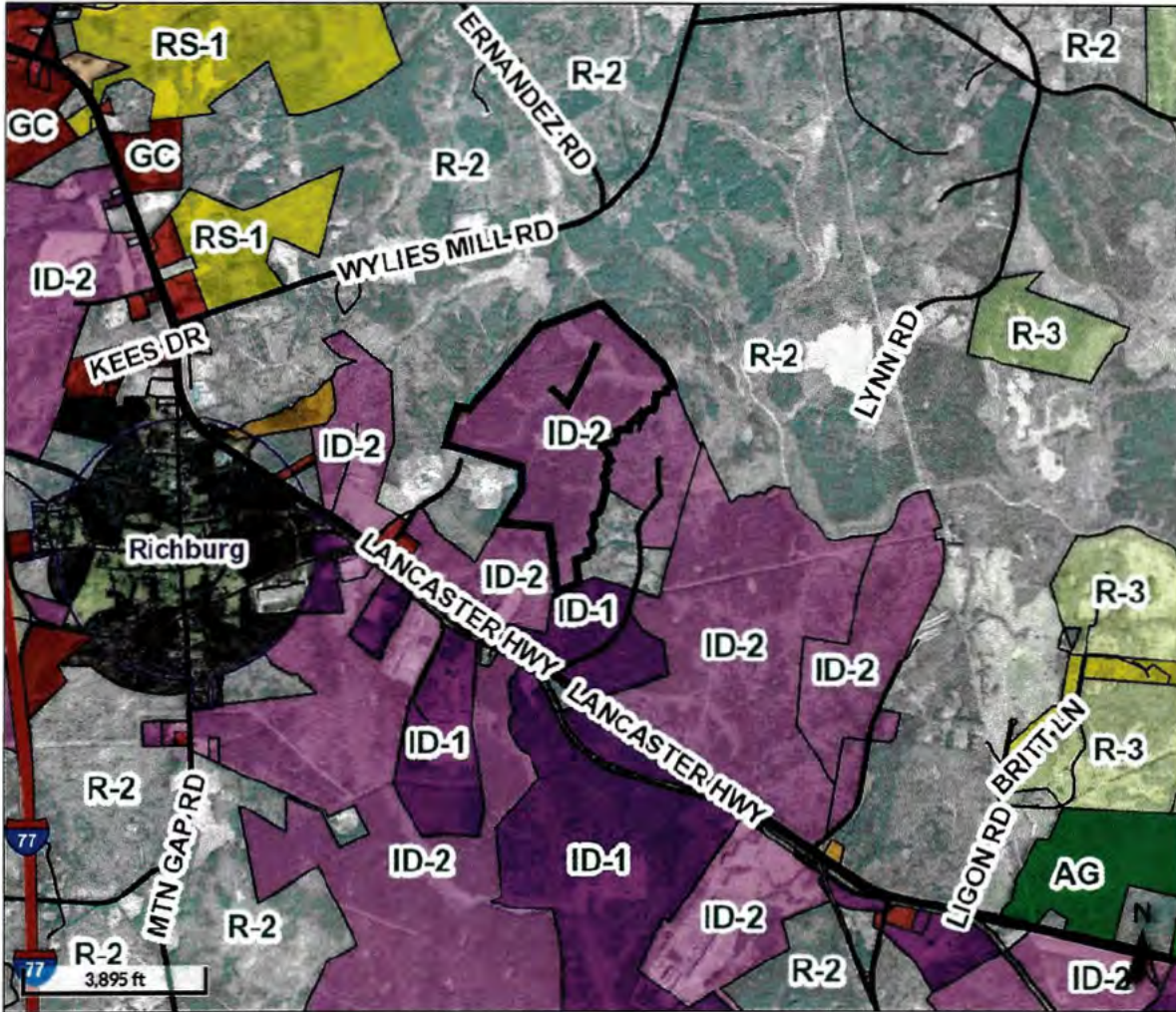
Owner(s) if other than applicant(s): Richburg Magnolias, LLC
 Address: P.O. Box 1107, Lancaster, SC 29721
 Telephone: _____ cell N/A work N/A
 E-Mail Address: N/A

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

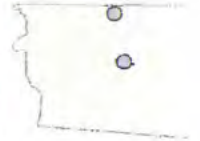
Owner's signature: [Signature] Date: 4-19-2022

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



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

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

Developed by  **Schneider**
 GEOSPATIAL

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

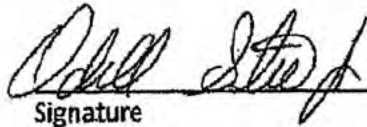
AGENT AUTHORIZATION

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

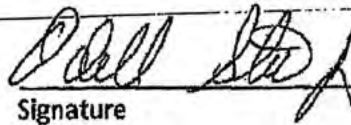
Tax Parcels: 135-00-00-019-00
135-00-00-020-00
135-00-00-032-00
136-00-00-042-000 (portion of equal to 9.45 acres)

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

Property Owner Signature(s):

 4-19-2022
Signature Date

 4-19-2022
Signature Date

 4-19-2022
Signature Date

 4-19-2022
Signature Date



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

Solving the water needs of tomorrow, today.

April 11, 2022

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

Re: Magnolia Richburg, Richburg SC, Water Availability

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

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

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

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

Sincerely,

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

Andy Litten, PE
District Engineer



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:

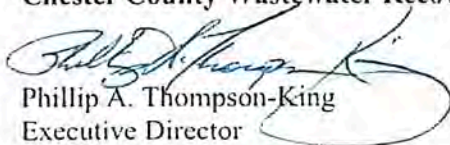
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

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.

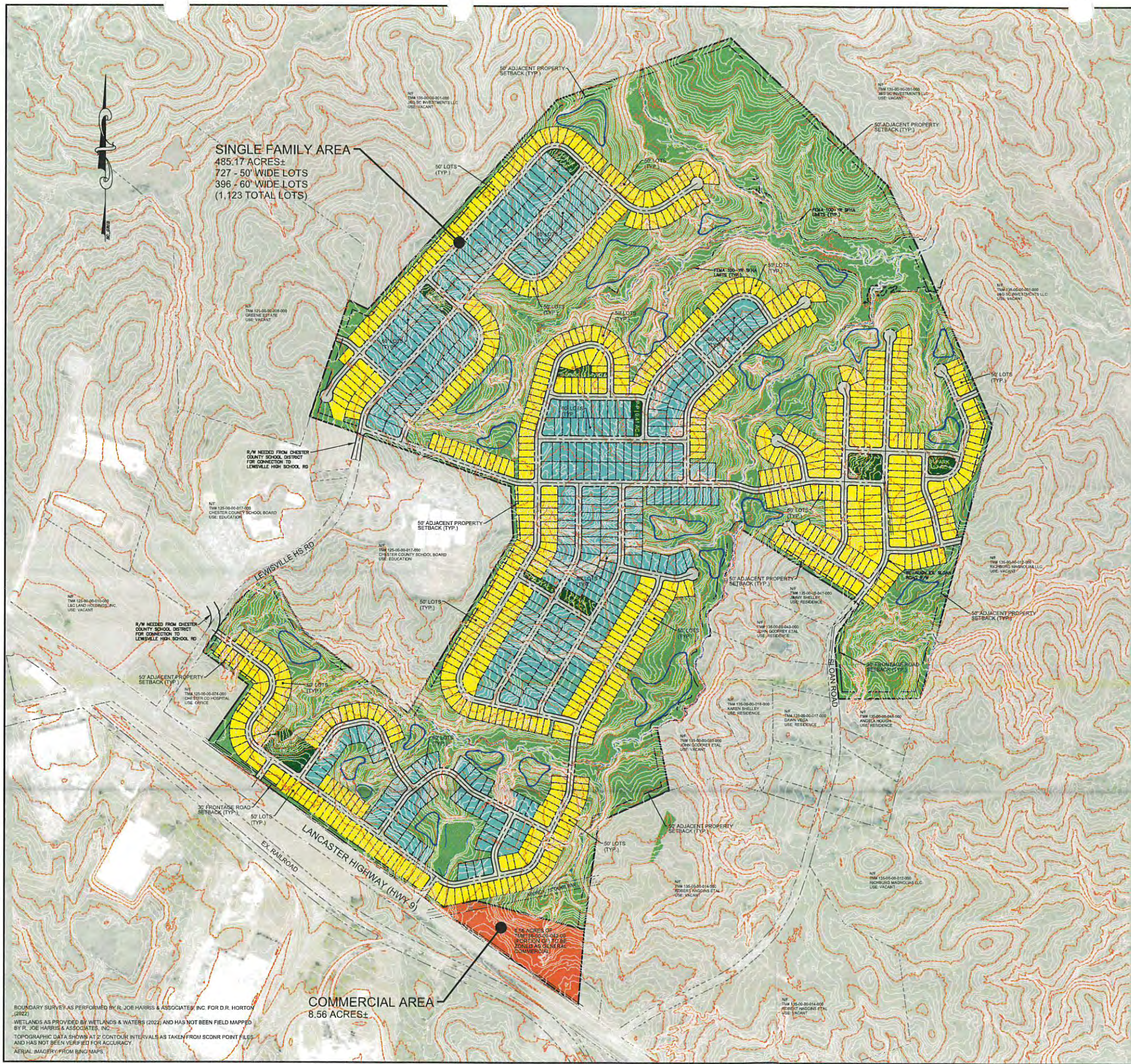
13. Such other information as may be appropriate for Planning Commission review:

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)¹
 (ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)¹
 MAX. ALLOWED - 1,124 DWELLING UNITS¹
COMMERCIAL: PER REZONING NOTES

SINGLE FAMILY LOTS:

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

COMMERCIAL PARCELS:

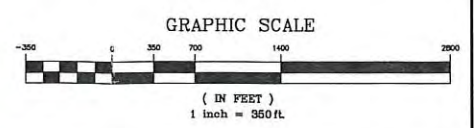
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.
 SIDE YARD - 20 FT. (RESIDENTIAL)
 - 10 FT. (ALL OTHERS)
 REAR YARD - 20 FT.

OPEN SPACE:

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

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

(SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



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




Engineer:



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

www.rjoharris.com

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

<input type="checkbox"/> Corporate Seal	<input type="checkbox"/> 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

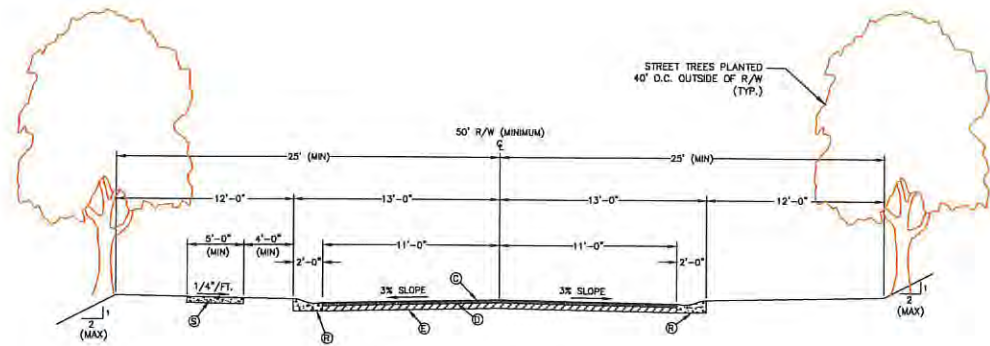
Project:
MAGNOLIA TRACE PLANNED DEVELOPMENT

Drawing Title:
PD REZONING MASTER PLAN

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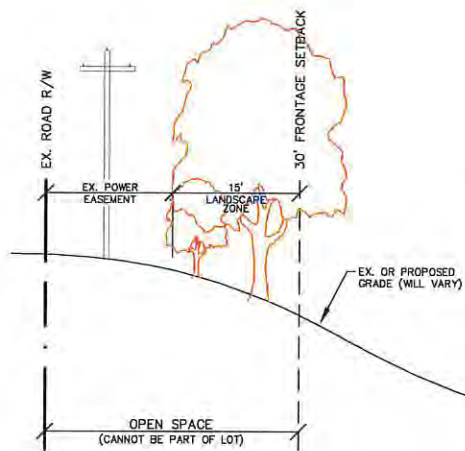
RZ-1

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



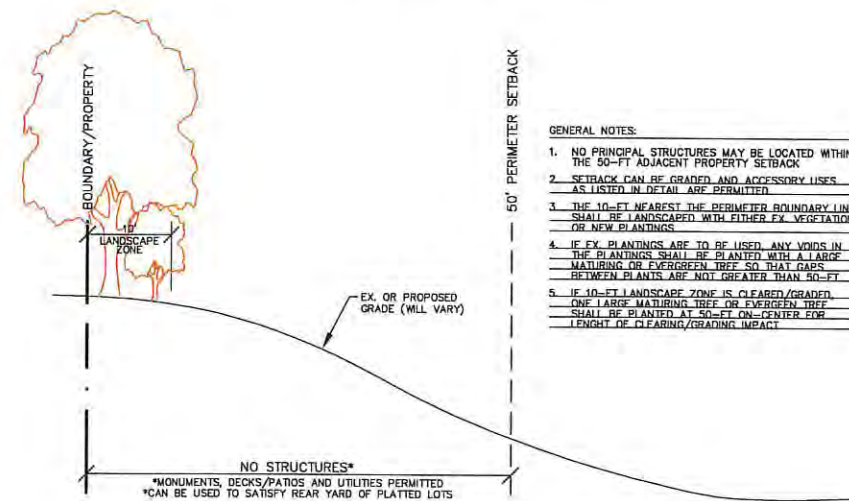
LOCAL RESIDENTIAL STREET

- 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	Approved for New Guidelines for Files	1

Engineer:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1945 Executive Boulevard, Suite 300, York, PA 17403
Phone: 717-493-9324
www.rjoharris.com

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

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

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

Chester County Planning Commission Meeting August 16th, 2022

CCMA22-21 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 6th 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

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:

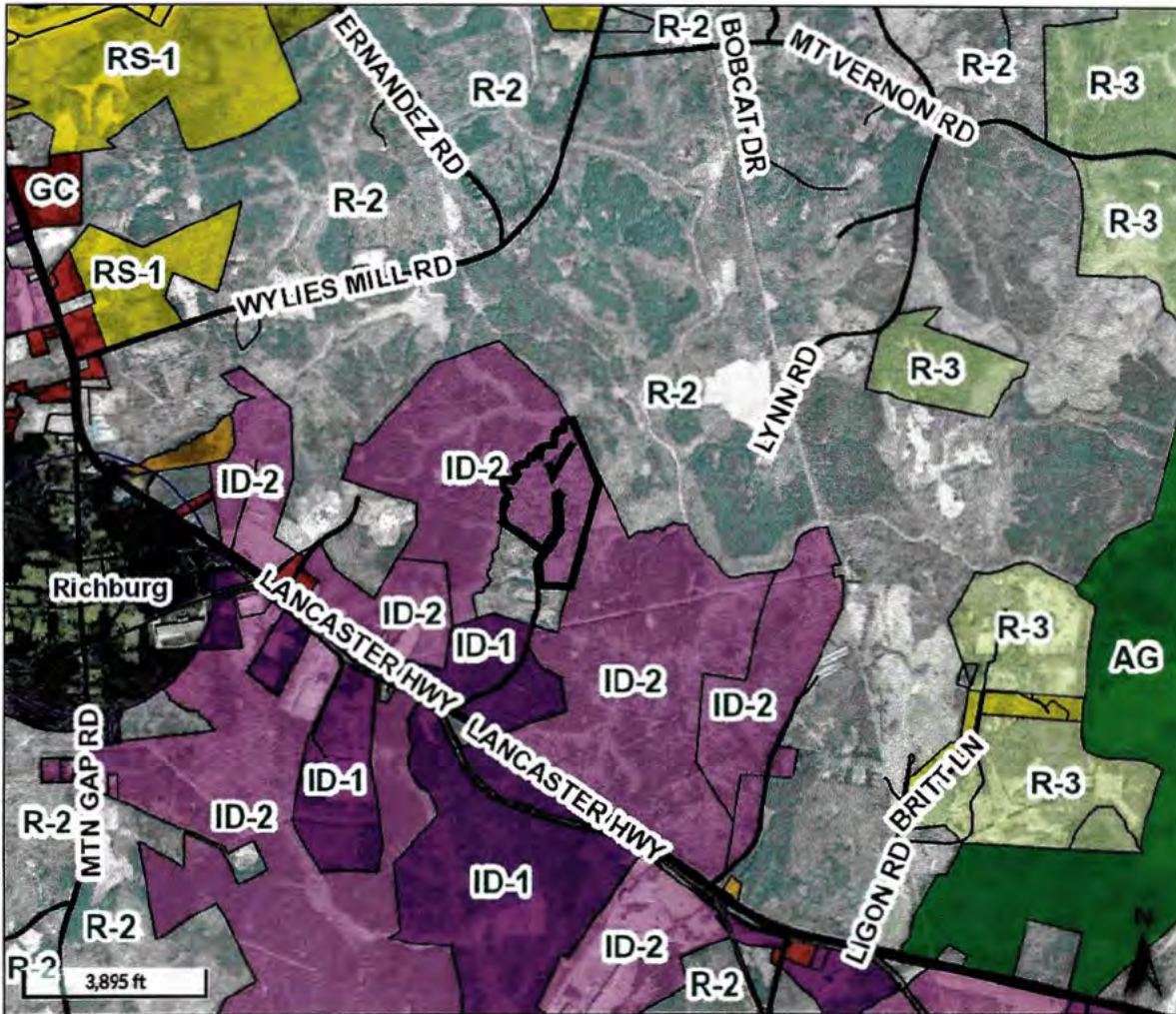
Applicant (s): D.R. Horton, Inc.
 Address 8025 Arrowridge Boulevard, Charlotte, NC 28273
 Telephone: _____ cell _____

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**

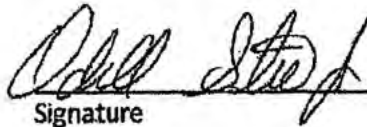
AGENT AUTHORIZATION

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:

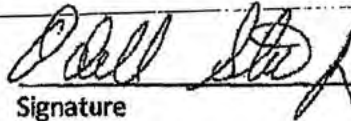
Tax Parcels: 135-00-00-019-00
135-00-00-020-00
135-00-00-032-00
136-00-00-042-000 (portion of equal to 9.45 acres)

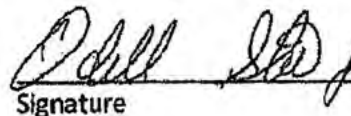
I/We hereby acknowledge Purchaser's intent to rezone to a Planned Development District consisting of single family residential and limited commercial development, subject to approval by the Chester County Council.

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

Solving the water needs of tomorrow, today.

April 11, 2022

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

Re: Magnolia Richburg, Richburg SC, Water Availability

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

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

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

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

Sincerely,

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

Andy Litten, PE
District Engineer



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:

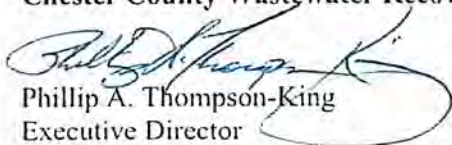
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

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

A handwritten signature in black ink, appearing to read "Phillip A. Thompson-King", is written over a circular stamp or seal. The signature is fluid and cursive.
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.

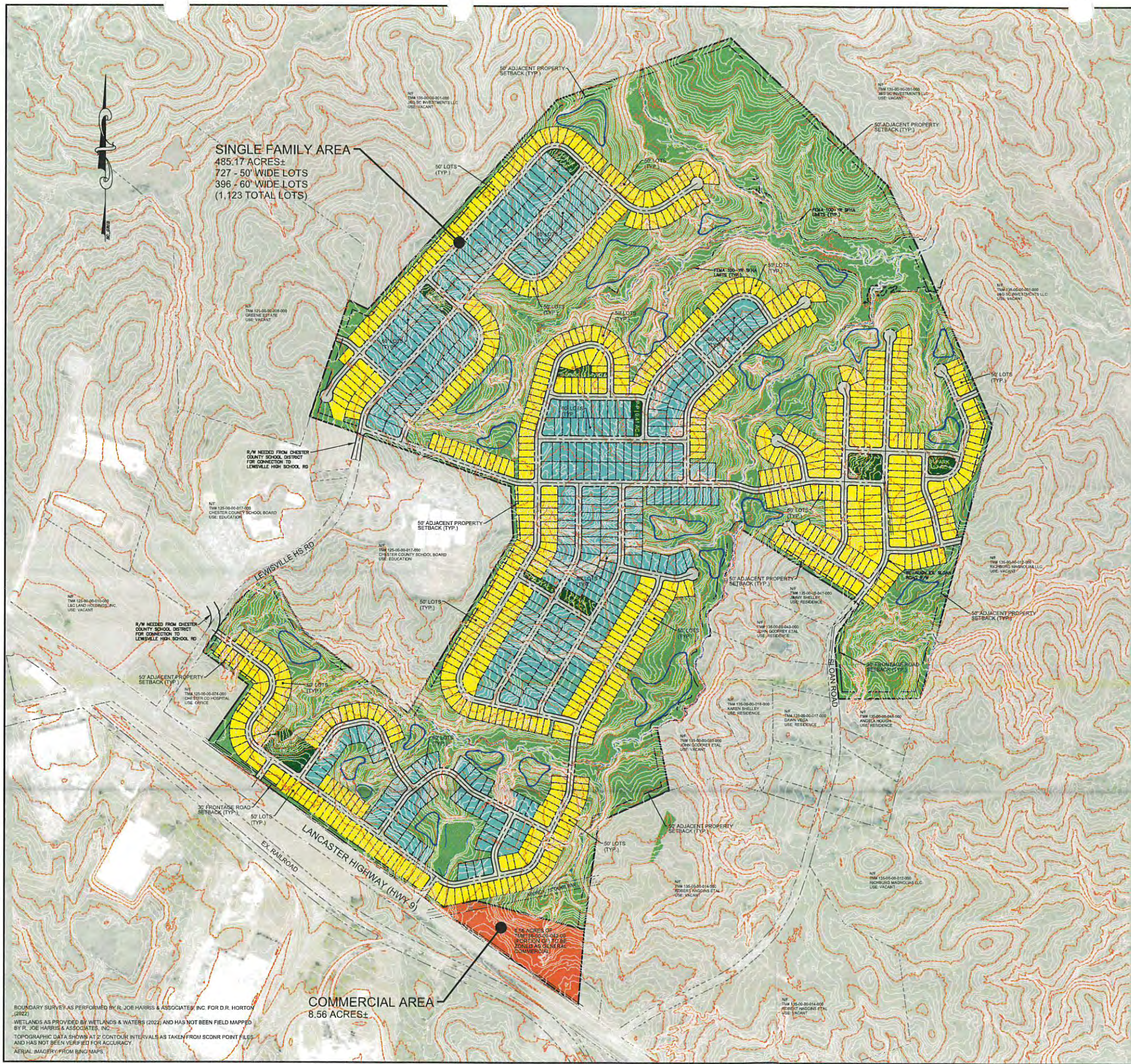
13. Such other information as may be appropriate for Planning Commission review:

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)¹
 (ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)¹
 MAX. ALLOWED - 1,124 DWELLING UNITS¹
COMMERCIAL: PER REZONING NOTES

SINGLE FAMILY LOTS:

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

COMMERCIAL PARCELS:

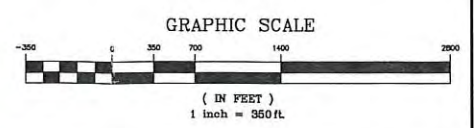
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.
 SIDE YARD - 20 FT. (RESIDENTIAL)
 - 10 FT. (ALL OTHERS)
 REAR YARD - 20 FT.

OPEN SPACE:

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

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

(SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



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

Engineer:

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

www.rjoharris.com

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

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

**FOR REZONING ONLY
NOT FOR CONSTRUCTION**

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

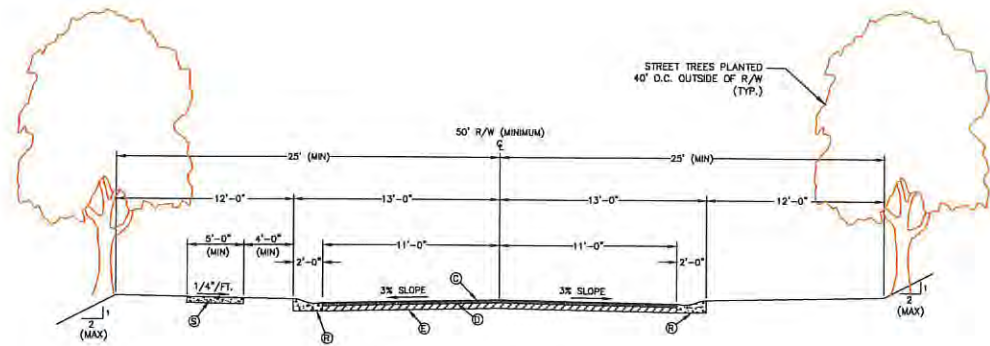
Print Plot Date: **June 10, 2022**
 Client: **D.R. HORTON, INC.**
 8025 ARROWRIDGE BOULEVARD
 CHARLOTTE, NORTH CAROLINA 28273
 P: 704-377-2006

Project: **MAGNOLIA TRACE PLANNED DEVELOPMENT**

Drawing Title: **PD REZONING MASTER PLAN**

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

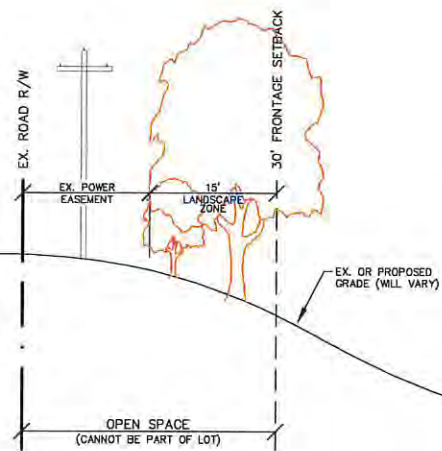
BOUNDARY SURVEY AS PERFORMED BY R. JOE HARRIS & ASSOCIATES, INC. FOR D.R. HORTON (2022)
 WETLANDS AS PROVIDED BY WETLANDS & WATERS (2022) AND HAS NOT BEEN FIELD MAPPED BY R. JOE HARRIS & ASSOCIATES, INC.
 TOPOGRAPHIC DATA SHOWN AT 2' CONTOUR INTERVALS AS TAKEN FROM SCORIN POINT FILES AND HAS NOT BEEN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



LOCAL RESIDENTIAL STREET

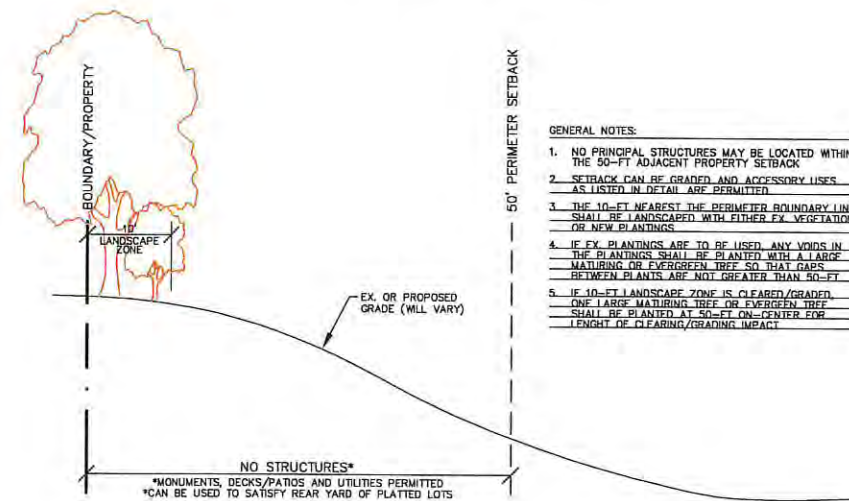
PAVEMENT SCHEDULE

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



30' EX. ROAD FRONTAGE SETBACK
TYPICAL SECTION - NTS

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



50' ADJACENT PROPERTY SETBACK
TYPICAL SECTION - NTS

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

ZONING INFORMATION | GENERAL PROVISIONS:

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

MAX. PERMITTED DENSITIES | PERMITTED USES:

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

OPEN SPACES:

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

STREETS & TRAFFIC:

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

PARKING & OFF-STREET LOADING:

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

SIGNAGE:

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

LANDSCAPING & TREE SAVE:

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

WATER AND SEWER:

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

STORMWATER:

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

START OF CONSTRUCTION:

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

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

Engineer:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1946 Newmarket Road, Suite 201, York, PA 17403
Phone: 717-833-9324
www.rjoharris.com

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

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

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

Chester County Planning Commission Meeting August 16th, 2022

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

-----**(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 6th 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

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 # CCMA22-22 Invoice # 5414

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

Please give your reason for this rezoning request:

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

Copy of plat must be presented with the application request

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

Property Address Information

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

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

PLEASE PRINT:

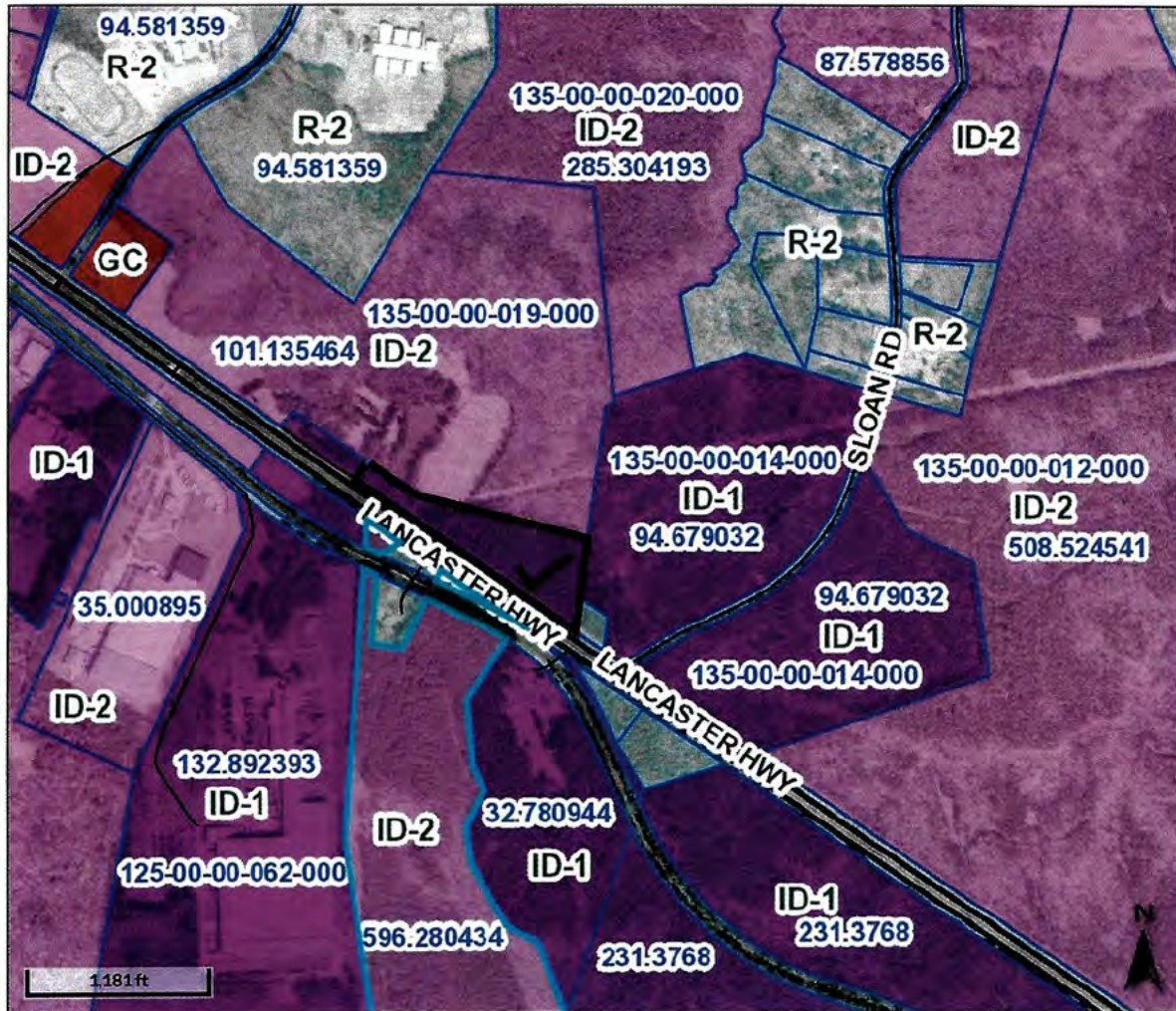
Applicant (s): D.R. Horton, Inc.
 Address 8025 Arrowridge Boulevard, Charlotte, NC 28273
 Telephone: (_____) _____ cell N/A work N/A
 E-Mail Address: _____

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

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

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

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



Overview



Parcel ID	136-00-00-042-000	Alternate ID	n/a	Owner Address	LEWISVILLE T-1 LLC
Sec/Twp/Rng	n/a	Class	AC		%ODELL STEELE JR
Property Address		Acreage	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**

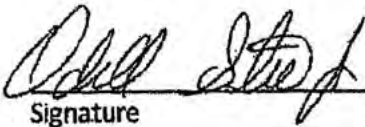
AGENT AUTHORIZATION

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:

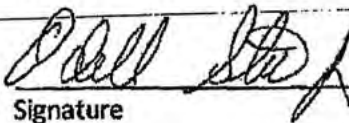
Tax Parcels: 135-00-00-019-00
135-00-00-020-00
135-00-00-032-00
136-00-00-042-000 (portion of equal to 9.45 acres)

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

Solving the water needs of tomorrow, today.

April 11, 2022

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

Re: Magnolia Richburg, Richburg SC, Water Availability

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

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

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

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

Sincerely,

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

Andy Litten, PE
District Engineer



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:

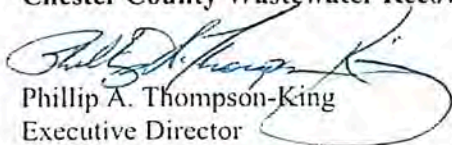
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

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.

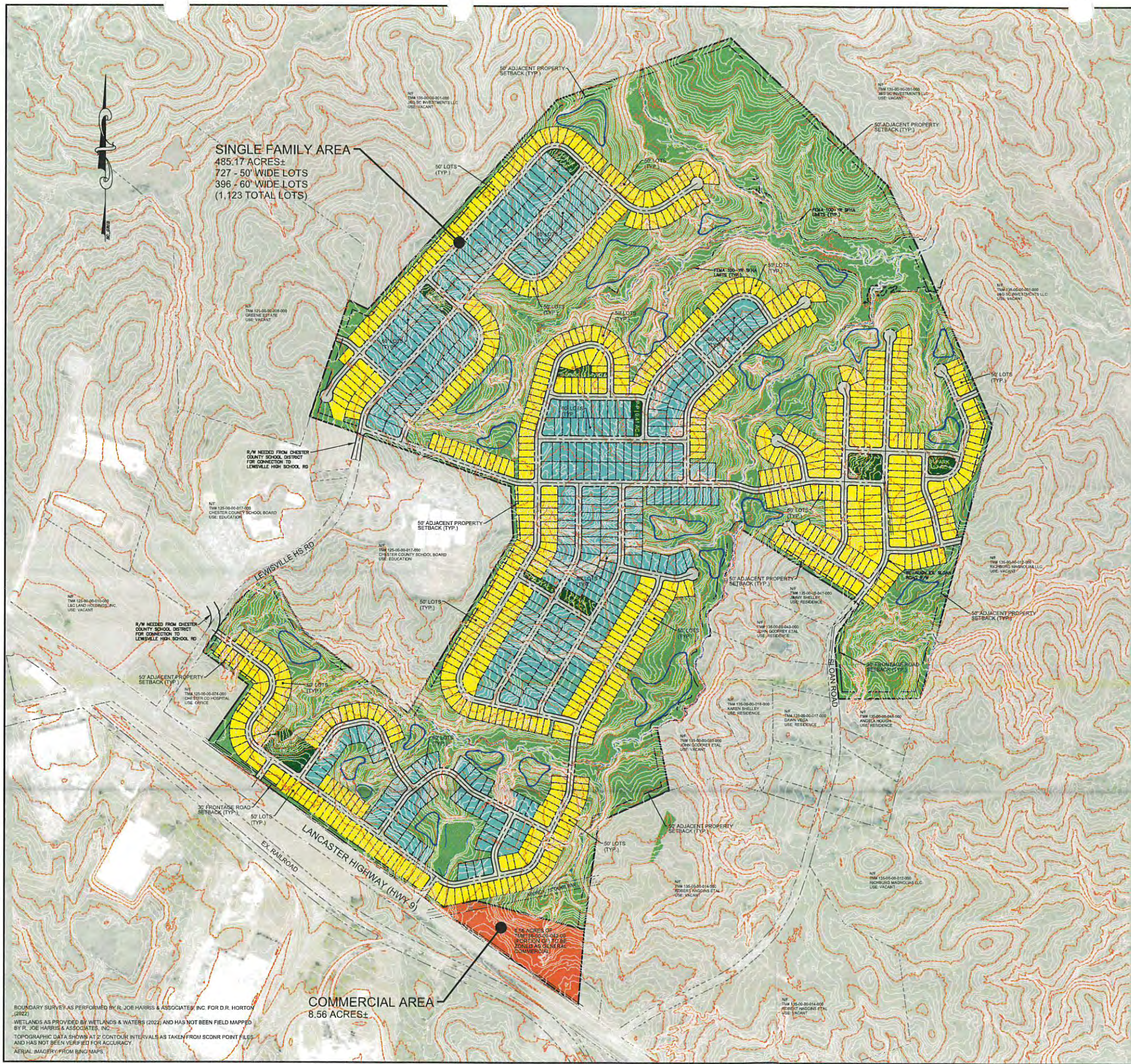
13. Such other information as may be appropriate for Planning Commission review:

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)¹
 (ALLOWED) MULTIFAMILY UNITS - 0 (0 UNITS/AC)¹
 MAX. ALLOWED - 1,124 DWELLING UNITS¹
COMMERCIAL: PER REZONING NOTES

SINGLE FAMILY LOTS:

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

COMMERCIAL PARCELS:

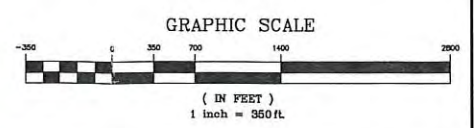
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.
 SIDE YARD - 20 FT. (RESIDENTIAL)
 - 10 FT. (ALL OTHERS)
 REAR YARD - 20 FT.

OPEN SPACE:

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

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

(SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



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




Engineer:



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

www.rjoharris.com

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

<input type="checkbox"/> Corporate Seal	<input type="checkbox"/> Engineer's Seal
---	--

FOR REZONING ONLY
NOT FOR CONSTRUCTION

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

Print Plot Date:
June 10, 2022

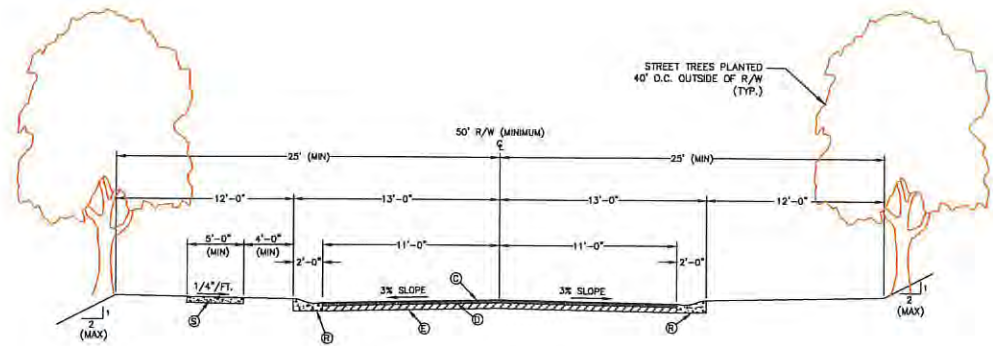
Client:
D.R. HORTON, INC.
8025 ARROWRIDGE BOULEVARD
CHARLOTTE, NORTH CAROLINA 28273
P: 704-377-2006

Project:
MAGNOLIA TRACE
PLANNED DEVELOPMENT

Drawing Title:
PD REZONING
MASTER PLAN

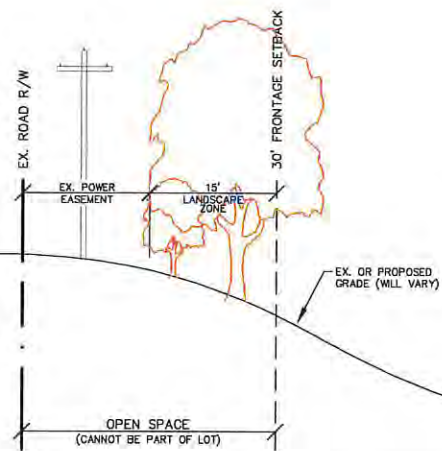
Project No.: 5084-Magnolia Richburg	Drawing No.: RZ-1
DWG File Name: Magnolia Richburg PD Rezone	

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



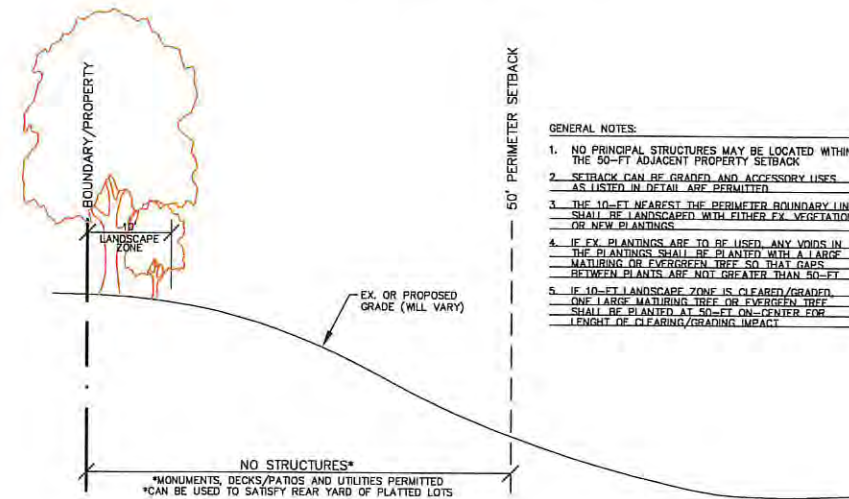
LOCAL RESIDENTIAL STREET

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



30' EX. ROAD FRONTAGE SETBACK
TYPICAL SECTION - NTS

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



50' ADJACENT PROPERTY SETBACK
TYPICAL SECTION - NTS

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

ZONING INFORMATION | GENERAL PROVISIONS:

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

MAX. PERMITTED DENSITIES | PERMITTED USES:

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

OPEN SPACES:

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

STREETS & TRAFFIC:

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

PARKING & OFF-STREET LOADING:

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

SIGNAGE:

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

LANDSCAPING & TREE SAVE:

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

WATER AND SEWER:

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

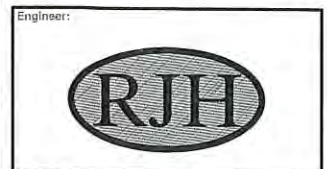
STORMWATER:

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

START OF CONSTRUCTION:

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

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



R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1946 Executive Boulevard, Suite 300, York, PA 17403-1904 Phone: 717-853-9300 Fax: 717-853-9302

www.rjoharris.com

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

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

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

Print/Plot Date
June 10, 2022

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

Project:
**MAGNOLIA TRACE
PLANNED DEVELOPMENT**

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

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



ENABLING ACT FOR THE CHESTER COUNTY GATEWAY DISTRICT MASTER PLAN STEERING COMMITTEE

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

WHEREAS, the Gateway District Master Plan was developed for the most efficient and effective planning of the area of Chester County referred to as “the Gateway” in the Richburg portion of the County; and

WHEREAS, a Steering Committee was formed representing twenty-two public agencies and private organizations, and with the engagement of Chester County residents, property owners, and stakeholders to assist throughout the process: and

WHEREAS, Chester County has the need to maintain a committee that will, under the direction of Chester County Council, advise on the implementation of the Gateway District Master Plan as approved by the Chester County Planning Commission and adopted by Chester County Council; and

WHEREAS, this Committee as originally formed and thereafter, shall be governed by the Enabling Act as attached herein as Exhibit “B” for the committee that shall be known as the Chester County Gateway District Master Plan Steering Committee, and shall be incorporated into Ordinance No. 2017-15 by reference herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED DOES HEREBY ADOPT THE AFOREMENTIONED CHESTER COUNTY GATEWAY DISTRICT MASTER PLAN STEERING COMMITTED ENABLING ACT.

EXHIBIT B

CHESTER COUNTY GATEWAY DISTRICT MASTER PLAN STEERING COMMITTEE ENABLING ACT

I. MEMBERSHIP/TERM OF MEMBERS

(a) The Committee created by this Council shall be comprised of no less than seven (7) and no more than thirteen (13) individuals and businesses. Any non-resident must have a vested interest in the Gateway District, such as property ownership or a business, etc and be approved by council. Non-residents may not exceed four (4) members at any time on committee.

(b) Those originally appointed to the Committee shall continue to serve until such time as they voluntarily resign.

(c) Vacancies shall be filled in the same manner as the original appointments. Committee members shall hold office for their respective terms.

(d) Each member shall serve for a term of two (2) years. Members seeking to maintain their committee seat beyond the expiration may be reappointed with County Council approval by recommendation from the County Administrator or designee.

(e) Members who wish to remain on the Committee following the expiration of their term and non-reappointment may do so in an Emeritus status. While in Emeritus status, the member may not vote on issues but may engage in discussion with the Committee during its meetings.

(f) Appointments will terminate on December 31st of the final year of the term of service. New appointments will be made on January 1st or as soon thereafter as possible, of the year following the expiration of the prior appointees' terms of service, by existing members of the Committee or from the County Administrator, their designee, and ratified by the approval of Chester County Council. Existing appointees may also be re-appointed after January 1st following the expiration of their appointment terms subject to the other provisions in this Enabling Act.

(g) A member who has three (3) consecutive unexcused absences from meetings shall automatically vacate his position and a replacement shall be named for the unexpired term by the County Administrator or their designee.

(h) Members may be removed at the recommendation of the County Administrator, with County Council approval, for unruly, egregious, unethical or illegal conduct while a member, which creates a nonproductive, hostile or disruptive environment as determined by

the County Administrator. Members may also be removed when they are aware of an existing conflict of interest that they do not disclose to the Committee.

(i) For the Committee to conduct official business and vote, a quorum must be present. A quorum is defined as fifty percent plus one of the active members in good standing.

II. DUTIES AND RESPONSIBILITIES

(a) To advise the County Administrator or assigned through discussion with County Administrator on any matter affecting the implementation of the Gateway District Master Plan, and any amendments or changes that the Committee may recommend to County Administrator for adoption. Such advice shall be made in the form of a written report to County Council, summarizing the activities, findings and functions on the Committee, together with the agenda for the next meeting, all of which shall be in the hands of the Clerk to Council no later than noon on the Wednesday preceding a County Council meeting.

(b) Provide a venue for citizens' concerns or problems in connection with the further development and/or implementation of the Gateway District Master Plan.

(c) Recommend to County Administrator a structured outline for implementation of the Gateway District Master Plan.

(d) Conduct its affairs in accordance with the policies and ordinances of the County Council;

(e) To follow this Enabling Act for the orderly conduct of its affairs, consistent with the Chester County Code and Parliamentary Procedure;

(f) Establish and recommend to County Administrator for review, at least annually, priorities for the implementation of the Gateway District Master Plan.

(g) Submit to the County Administrator any other recommendations it deems appropriate for the short- and long-range development and implementation of the Gateway District Master Plan.

(h) This Committee shall serve solely in an advisory function and shall maintain no control over the actual direction and implementation of the Gateway District Master Plan. Said control shall be reserved by the Chester County Council as provided under S.C. Code §4-9-30(9).

(i) In no event shall this Committee enter in to any contracts, contractual obligations, employment of personnel and purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without prior written consent, affirmation and authorization of the County Council;

(j) The power and authority to enter into any contract binding the County is vested with and shall remain in the chief administrative officer of the County and the County Council and is not herein delegated to this Committee.

III. COMPENSATION

Members of the Chester County Gateway District Master Plan Steering Committee shall receive no compensation for their service on the Committee. Service is strictly voluntary.

IV. OFFICERS; MEETINGS; RECORDS

(a) At the organizational meeting, there shall be elected a chairman, a vice chairman and a secretary, and these officers shall serve for a one (1) year period or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.

(b) The Committee shall meet once a quarter or as needed, on a day and time designated by the Committee, at the Gateway Conference Center, 3200 Commerce Drive, Richburg, South Carolina. The secretary shall take minutes of the meetings and shall keep a record of the business transacted.

(c) Chester County Council shall receive copies of the minutes for information at the next regularly scheduled County Council meeting to follow the meeting of the Committee.

V. FREEDOM OF INFORMATION/ETHICS

(a) The Committee shall comply with the provisions of the South Carolina Freedom of Information Act and the requirements set forth in County ordinances for the procedural requirements for the conduct of public meetings. Public announcements, including a notice of meeting, shall be made in a newspaper of general circulation at least twenty-four (24) hours prior to a meeting.

(b) Members of this Committee are defined as "public officials" under the South Carolina Ethics Act, S.C. Code 1976, §8-13-100 et seq., as amended. It shall be the responsibility of members, individually and collectively, to become familiar with the provisions of that law and conduct themselves accordingly. As stated in the South Carolina Ethics Act, and without limiting the applicability of any other provision of the South Carolina Ethics Act, members of this Committee shall not use membership on the Committee to obtain a direct personal economic interest, an economic interest for the immediate family of the member, an economic interest for an individual with whom a member is associated, or an economic interest for a business with which the member is associated.

The 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 _____ 20____

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Brian Hester
Administrator, Chester County

Attest:

By: _____

Karen Lee
Clerk to County Council
Chester, South Carolina

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third Reading: _____

Sec. 46-93. - Litter control ordinance

This article shall be referred to as the Chester County Litter Control Ordinance and is enacted under the home rule authority of the county council to provide remedies and penalties for illegal litter and dumping as defined herein, in the unincorporated areas of the county and to provide authority for the county litter enforcement officer to enforce the provisions of this article.

(1) Definitions.

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

Litter means all discarded waste materials including, but not limited to, rubbish, garbage, trash, refuse, sand, gravel, yard clippings, limbs, leaves, slag, paper, plastic, rubber, tires, waste building materials at construction sites, bottles, glass, aluminum cans, cigarette butts, cigarette filters, shell fish, or other discarded materials of every kind and description.

Litter receptacle means those containers adopted by the county.

Person means an individual, partnership, co-partnership, cooperative, firm, company, public or private corporation, political subdivision, agency of the county, trust, estate, joint structure company or any other legal entity or its legal representative, agent, or assigns.

Public or private means, but is not limited to, the right-of-way of any road or highway, any body of water or watercourse, park, playground, conservation or recreation area, timberlands, forests, buildings, refuge, and residential or farm properties.

Solid waste means all refuse including, but not limited to, bulk, debris, garbage, recyclable materials, rubbish and trash.

Vehicles means every device capable of being moved upon a public highway, body of water, or public property and in, upon, or by which any person's property is or may be transported or drawn upon a public highway, body of water, or public property.

(2) Litter, loose materials, and solid waste to be covered to prevent escape during transportation, penalties.

a. No vehicle which transports litter, loose materials, or solid waste shall be driven or moved on any highway, body of water, or public property unless the litter, loose material, or solid

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waste is secured by means of a covering which is fastened securely so as to prevent any of its load from dropping, sifting, leaking, or otherwise escaping from the vehicle.

b. A person violating the provision of this section is guilty of a misdemeanor and, upon conviction, must be fined not less than \$100.00 nor more than \$500.00 or imprisoned for not more than 30 days for each offense, or both. The court may further impose one of the following:

1. In the sound discretion of the court in which conviction is obtained, the person may be directed to pick up and remove from any public street or highway or public right-of-way for a distance not to exceed one mile any litter, loose material, or solid waste the

person has deposited and any and all litter, loose material, or solid waste deposited thereon by anyone else prior to the date of execution of sentence; or

2. In the sound discretion of the court in which conviction was obtained, the person may be directed to perform other forms of public service as may be ordered due to physical or other incapacities, **which shall be under the supervision of the court.**

(3) Prima facie evidence; inferred presumption.

a. Whenever litter, loose materials or solid waste are thrown, dropped, deposited, dumped, sifted, leaked, or otherwise escape from any motor vehicle, boat, airplane or other conveyance in violation of this section, it shall be prima facie evidence that the operator of the conveyance has committed a violation of this article.

b. Whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this article is discovered to contain any articles, including without limitation, letters, bills, publications or other writings which display the name of a person thereon in such a manner as to indicate such person, it shall be inferred that such person has violated this article.

(4) Littering on public or private property or waters prohibited; exceptions; responsibility for removal; penalties.

a. No person may dump, throw, drop, deposit, discard or otherwise dispose of litter or other solid waste upon any public or private property or waters in the county whether from a vehicle or otherwise, including without limitation, a public highway, public park,

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campground, forest land, recreational area, road, street or alley except as follows:

1. When the property is designated by the state or the county or any of its agencies or political subdivisions for the disposal of litter and other solid waste and it is authorized by the proper public authority to use the property for that purpose.
 2. Placed into a litter receptacle or container installed on such property, and is place in a manner that the litter is prevented from being carried away by the elements upon a part of the private or public property or waters.
- b. No person or persons may dump, throw, discard, drop, or otherwise dispose or leave any litter or other solid waste other than household garbage or recyclables as specified at county waste and recycling centers, or leave such specified items after the center has closed.
- c. Responsibility for the removal of litter or other solid waste from public or private property or receptacles is upon the person convicted under this section. However, if there is no conviction, the responsibility is upon the owner of the property or upon the owner of the property where the receptacle is located. If there is no conviction and, in the discretion of the county supervisor or his designee, an undue hardship is created for the owner of the property, assistance in removing the litter or other solid waste may be provided by the county.
- d. A person who violates the provisions of this section in an amount less than 15 pounds in weight or 27 cubic feet in volume is guilty of a misdemeanor and upon conviction **must, shall** be fined not less than \$100.00 or more than \$200.00, or imprisoned for not more than 30 days for each offense, or both. In addition to a fine and for each offense under the provisions of this section, the court shall also impose a minimum of five hour litter and other solid waste gathering labor or other form of public service as the court may order because of physical or other incapacities, **which shall be under the supervision of the court;**
- e. The fine for deposit of a collection of litter or other solid waste in an area or facility not intended for public deposit of litter or other solid waste is \$200.00. The provisions of this item apply to a deposit of litter or other solid waste in an area or facility not intended for public deposit of litter or other solid waste, but this does not prohibit a private property

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owner from depositing litter or other solid waste as an enhancement to their property if the depositing does not violate applicable state and local health and safety regulations. In addition to a fine and for each offense under the provisions of this section, the court shall also impose a minimum of five hour litter and other solid waste gathering labor or other form of public service as the court may order because of physical or other incapacities, ~~which shall be under the supervision of the court.~~

f. The court, in lieu of payment of the monetary fine imposed for a violation of this section, may direct the substitution of additional litter or other solid waste gathering labor, or other form of public service as it shall order due to physical or other incapability's, ~~which labor or public service shall be under the supervision of the court,~~ not to exceed one hour for each \$5.00 of fine imposed.

g. For the second and subsequent convictions under subsections d. or e. of this section, a minimum of 20 hours of community service shall be imposed in addition to a fine.

h. In addition to other punishment authorized by the section, in the discretion of the court in which conviction is obtained; the person so convicted may be directed by the court to pick up and remove from any public place or any private property, with permission of the owner upon which it is established by competent evidence that the convicted person has deposited litter or other solid waste, all such litter or other solid waste deposited on the place or property by anyone before the date of execution of sentence.

i. Magistrates and municipal courts have jurisdiction to try violations of this article and shall order the publication of the names of those persons convicted for violations of this article in a news publication of local circulation. ~~(publication fees should be added to magistrates budget)~~

j. Any person who violates the provisions of this section in an amount exceeding 15 pounds in weight or 27 cubic feet in volume, but not exceeding 500 pounds or 100 cubic feet, is guilty of a misdemeanor and upon conviction, ~~must~~ shall be fined not less than \$200.00 and no more than \$500.00 or imprisoned for not more than 90 days, or both. In addition, the court shall require the violator to pick up litter or other solid waste or perform other community service commensurate with the offense committed as required by state statute.

k. Any person who violates the provisions of this section in an amount exceeding 500 pounds

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in weight or 100 cubic feet in volume is guilty of a misdemeanor and upon conviction, ~~must~~ shall be fined not less than \$500.00 nor more than \$1,000.00, or imprisoned not more than one year, or both. In addition, the court may order the violator to:

1. Remove or render harmless the litter or other solid waste dumped in violation of this subsection.
2. Repair or restore property damaged by, or pay the cost of damages arising out of the dumping of litter or other solid waste in violation of this subsection; and/or
3. As required by state statute, perform community public service relating to the removal of litter or solid waste dumped in violation of this sub-section or relating to the restoration of an area polluted by litter or solid waste dumped in violation of this section by the person so convicted or others.

l. A motor vehicle, vessel, aircraft, container, crane, winch, or machine involved in the disposal of more than 500 pounds in weight or more than 100 cubic feet in volume of litter or other solid waste in violation of this section is declared contraband and is subject to seizure and summary forfeiture to the county.

m. No part of a fine imposed pursuant to this section may be suspended. Offenders who do not appear for court without notification to the court may have their hearing rescheduled at the discretion of the court. Failure to appear a second time without notice will result in the issuance of a bench warrant.

n. The court may permit and recognize a roadside bond offered by the litter enforcement officer to the violator. A roadside bond will include a fine and a requirement for community service.

o. ~~All~~ For community service required by the court ~~shall be r the supervision of the court and~~ the violator may be required to provide "before and after" photographs to the court as evidence of the performance of the community service.

(5) Abandoning chemicals or hazardous materials in the county.

a. No hazardous or potentially hazardous wastes shall be placed in waste disposal containers or dumped at the county landfill.

b. It shall be unlawful for any person to abandon any chemicals or hazardous/potentially

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hazardous material in Chester County.

c. Hazardous/potentially hazardous materials include without limitation:

1. Any substance designated under the Clean Water Act and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as posing a threat to waterways and the environment when released.

2. Hazardous materials shall include such materials as flammable solids, corrosive liquids, radioactive materials, oxidizing materials, potentially explosive materials, poisonous gases, and hazardous materials known or suspected of chronic toxicity.

Nothing in this section shall be construed as granting any cause of action against the State, any political subdivision, or any employee thereof acting in their official capacity to an individual performing community service under this section who is completing litter pickup without direct oversight, including any claim under Workers Compensation. Routine follow up to ensure completion of litter pickup by a county, municipality, or state employee is not considered oversight.

(Ord. No. 2019-12, Exh. A, 9-16-2019)

Editor's note— Ord. No. 2019-12, Exh. A, adopted Sep. 16, 2019, repealed the former § 46-93, and enacted a new § 46-93 as set out herein. The former § 46-93 pertained to littering and derived from Code 1998, § 7-310.



Chester County, South Carolina

Office of Purchasing
1476 J.A. Cochran Bypass
Chester, SC 29706

Date: June 20, 2023
To: County Council
From: Susan M. Cok
Subject: Approval of Bid – Janitorial Services

Chester County Council Members,

On May 3, 2023, the Purchasing Office and Facilities Maintenance/Public Works issued RFP 2223-12 Janitorial Services for 10 locations. The bids were opened on May 24, 2023. After conducting evaluations, and speaking with our County Administrator, we have selected TJ's High Quality Cleaning Services out of Chester, SC and would like to award them the bid in the amount of \$8,454.45 per month.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement



Bid Tabulation

RFP 2223-12 Janitorial Services

May 24, 2023 @ 2:30 pm

Bidder	Agreement Form	Non-Collusion Affidavit	Certificate of Familiarity	Bid Form	Bid Total Per Month
Miss Terry's Cleaning Service – Rock Hill, SC	√	√	√	√	\$1,875.00
Chano and Sons Inc., - Fayetteville, TN	√	√	√	√	\$5,916.00
CleanNet of Charlotte, Inc. – Charlotte, NC	√	√	√	√	\$7,234.97
TJ's High Quality Cleaning Services – Chester, SC	√	√	√	√	\$8,454.45
Interstate Facility Services – Rock Hill, SC	√	√	√	√	\$9,495.00
The Budd Group – Charlotte, NC				√	\$12,521.00
Low 7 Consulting – Blythwood, SC	√	√	√	√	\$19,787.00
J.W. Professional Services – Bowman, SC	√	√	√	√	\$77,470.00

I certify that the above bid tabulation is an accurate representation of the information set forth on the bid proposals received.

Susan M. Cok

5/24/2023

Purchasing Official

Date

Kristie Donaldson

5/24/2023

Witness

Date

Application for Chester County, South Carolina Boards and Commissions

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

Date: 6/5/2023
Board or Commission Appointment being sought: CATAWBA REGIONAL C.O.G.
Name: W.M.H. BUNDY Occupation: PRESIDENT - CHESTER HOLIDAY HOME FOUNDATION
Street Address: 148 YORK ST, CHESTER, SC 29706
Mailing Address: (if different from above) _____
Telephone (Home): [REDACTED] Cell: [REDACTED]
E-Mail: [REDACTED] Do you live in Chester County yes / no.
Date of Birth: 01 26 1948 Sex: M
If recommended by a Council Member, indicate their name: JOE BRANTHAM
In which Council District do you reside? Please indicate (1-7) _____
Are you presently serving on a County Board or Commission? NO If "yes" when does your term expire? _____

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

Signature: _____

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

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