



SPECIAL CALLED
CHESTER COUNTY TRANSPORTATION COMMITTEE
Monday, June 5th, 2023 **at 5:50 PM**
R. Carlisle Roddey Chester County Government Complex
1476 J A Cochran Bypass, Council Chambers

CTC AGENDA

- 1. Call to Order**
- 2. New Business**
 - a. 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.
- 3. Adjourn**



South Carolina
Department of Transportation

Adriane L. Radeker
Program Manager
Commission | Government Affairs
Telephone: 803-737-1251
Email: RadekerAL@scdot.org

May 16, 2023

Brian Hester
Chester County Administrator
Chester CTC
PO Box 580
Chester, SC 29706

RE: "Torrey Craig Highway"

Dear County Administrator Hester:

I am pleased to inform you that the South Carolina Department of Transportation (SCDOT) has received a concurrent resolution of the General Assembly requesting that the Department of Transportation name the portion of Pine Avenue in the Town of Great Falls in Chester County, from its intersection with Prospect Street to its intersection with Dearborn Street through Circle Road, "Torrey Craig Highway" and erect appropriate markers or signs along this portion of highway containing these words.

In accordance with current law, expenses incurred in the fabrication and placement of dedication signs or markers must be paid from "C" funds. Therefore, I respectfully request Chester County Transportation Committee to prepare a lump sum payment of \$500.00 for the cost of fabricating and installing these dedication signs.

Please send a check for \$500.00 with the signed copy of this letter to my attention at SCDOT Governmental Affairs Office – Room 309, PO Box 191, Columbia, SC 29202-0191.

If you have questions or require additional information, please contact our office at (803) 737-1251.

Sincerely,

Adriane L. Radeker
Program Manager

Enclosure

Date: _____

Chairman, Brian Hester
Chester County Administrator for
Chester County Transportation Committee

Post Office Box 191
955 Park Street
Columbia, SC 29202-0191



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855-GO-SCDOT (855-467-2368)

South Carolina General Assembly
125th Session, 2023-2024

Download [This Bill](#) in Microsoft Word Format

~~Indicates Matter Stricken~~

Indicates New Matter

S. 480

STATUS INFORMATION

Concurrent Resolution

Sponsors: Senator Fanning

Document Path: LC-0048CM-GT23.docx

Introduced in the Senate on February 1, 2023

Introduced in the House on March 14, 2023

Last Amended on March 9, 2023

Adopted by the General Assembly on May 4, 2023

Summary: Torrey Craig Highway

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
2/1/2023	Senate	Introduced (Senate Journal-page 5)
2/1/2023	Senate	Referred to Committee on Transportation (Senate Journal-page 5)
3/8/2023	Senate	Recalled from Committee on Transportation (Senate Journal-page 8)
3/9/2023	Senate	Amended (Senate Journal-page 37)
3/9/2023	Senate	Adopted, sent to House (Senate Journal-page 37)
3/13/2023		Scrivener's error corrected
3/14/2023	House	Introduced (House Journal-page 4)
3/14/2023	House	Referred to Committee on Invitations and Memorial Resolutions (House Journal-page 4)
5/3/2023	House	Committee report: Favorable Invitations and Memorial Resolutions (House Journal-page 96)
5/4/2023	House	Adopted, returned to Senate with concurrence (House Journal-page 117)

View the latest [legislative information](#) at the website

VERSIONS OF THIS BILL

[02/01/2023](#)

[03/08/2023](#)

[03/09/2023](#)



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

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. May 15, 2023 Council minutes.
 - b. May 16, 2023 Budget Workshop minutes.
 - c. May 30, 2023 Budget Workshop minutes.
- 4. Citizen Comments**
- 5. Public Hearing**
 - 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.
- 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.
 - b. **3rd Reading of 2023-12** An Ordinance to Amend Ordinance 2021-12.
 - 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.
 - 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.

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.

f. Resolution 2023-12 Identifying The Capital Projects As Part Of A Program Of General Obligation Borrowing; And Other Related Matters.

7. Administrator's Report

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.*

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.*

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.*

d. 3rd Reading of CCMA23-04 Robert L. Reid III request Tax Map #123-00-00-088-000 at 3458 Ernandez Rd, Richburg, SC 29729 to be rezoned from Limited Commercial District (LC) to General Commercial District (GC). *Planning Commission voted 7-0 to approve.*

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.*

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.

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.

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.

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.*

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.*

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.

10. Boards and Commissions

- a. Reappointment to the Gateway Steering Committee- County Council.
- b. Appointment to the Burnt Meeting House Cemetery Board- County Council.
- c. Reappointment to Catawba Regional Council of Governments. County Council.
- d. Resignation from the Catawba Regional Council of Governments. County Council.

11. Executive Session

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

12. Council Actions Following Executive Session

- a. Action taken regarding Project 2213.

13. Council Comments

14. Adjourn

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

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes.

Public Hearings:

- Each speaker will be limited to three minutes.

When introduced:

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

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

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



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, May 15, 2023 at 6:00 PM

MINUTES

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

- 1. Call to Order-** Chairman Branham called the meeting to order.
- 2. Pledge of Allegiance and Invocation-** Pledge was recited in unison: Councilman Guy gave the invocation.
- 3. Approval of Minutes**
 - a. May 9th, 2023 Budget workshop minutes.** Councilwoman Mosley motioned to approve, second by Vice Chairman Wilson. Unanimous vote.
 - b. May 2nd, 2023 Budget workshop minutes.** Councilman Guy motioned to approve, second by Councilman Killian. Unanimous vote.
 - c. May 1st, 2023 minutes.** Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Unanimous vote.
- 4. Citizen's Comments**

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

Joan Heid, 2140 Gill Jordan Rd, Chester addressed Council regarding being opposed to Fielding Homes rezoning requests.

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

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

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

Robin Gill, 2353 Gill Jordan Rd, Chester, addressed Council regarding being opposed to both Fielding Homes rezoning requests.

Joe Jordan, no address given addressed Council regarding a neighbor making loud noise.

Joey Stalnaker, no address given addressed Council regarding a neighbor making loud noise.

5. Ordinances/Resolutions/Proclamations

Vice Chairman Wilson motioned to move 5.e. Proclamation for National Police Week 2023, to 5.a. second by Councilwoman Mosley. Unanimous vote.

a. Proclamation for National Police Week

Chester County Council proclaimed the observation of National Police Week May 15th to May 20th, 2023. Chairman Branham read the proclamation aloud, all of Council and the audience gave a standing ovation to all and police officers who were present and publicly salutes the service of law enforcement officers in Chester County and in communities across the nation. And to the remembrance of officers in the United States who made the ultimate sacrifice.

b. 1st Reading of 2023-13 in Title Only An Ordinance Authorizing (1) The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between The County And [Project 2247] In Connection With The Establishment Of Certain Facilities Located In The County; (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To [Project 2247] And The Property; And (3) Other Related Matters. Councilman Vaughn motioned to approve, second by Councilman Killian. Unanimous vote.

c. 2nd Reading of 2023-11 An Ordinance to Amend Chester County Council Rules Of Procedures Article III, Section 2-21 Thru 2-27. Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Attorney Winters stated the form of government changed in January from supervisor form of government to administrator, therefore changing the Council's rules of procedure. Mr. Hester was hired by Council and will carry out the day-to-day duties. Unanimous vote.

d. 2nd Reading of 2023-12 An Ordinance to Amend Ordinance 2021-12.

Councilman Agee motioned to approve with discussion, second by Councilwoman Mosley. Councilman Guy stated for clarification the purpose of this ordinance was what Council had previously discussed regarding development fees. This would amend the ordinance in order to add in developmental fees and give Mr. Hester the authority to negotiate with the developers. Attorney Winters stated yes and as opposed to the supervisor. Unanimous vote.

e. 1st Reading in Title Only Ordinance 2023-14 Chester County Fiscal Year 2023/2024 Budget to Establish Operating And Capital Budgets For The Operation Of The County Government Of Chester County, South Carolina For The Fiscal Year Commencing July 1, 2023; To Provide For The Levy Of Taxes For Chester County For The Fiscal Year Commencing July 1, 2023; To Provide For The Expenditure Of Tax Revenues And Other County Funds; To Provide For Other County Purposes; To Authorize The County To Borrow Money In Anticipation Of Taxes And To Provide For The Repayment Of Sums Borrowed By The County Governing Body; To Provide For The Payment Of Tort Claims And Worker's Compensation Claims Against Chester County; To Provide For Certain Fiscal And Other Matters Relating To County Government. Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Councilman Agee opposed having a special called meeting for the third reading on June 26th. Vote 6-1 to approve. Councilman Agee opposed.

6. Administrator's Report

Administrator Hester gave updates on Ward and Discovery Road saying they were on the list to be fixed. On Meadowbrook they were waiting on engineering quotes. He attended Richburg City Council meeting and he and Councilman Guy attended the Pleasant Grove United Methodist meeting. He and Councilwoman Mosley met with John Massey regarding the Burnt Meeting House Cemetery. It was decided to have Public Works access all of county owned cemeteries to bring him up to speed of the needs of those cemeteries. He had been in contact with the developers and had given them his stance regarding the development fees but no written agreement was in place.

7. 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. Vice Chairman Wilson motion to approve with a reverter clause and the agreement of the development agreement in place, second by Councilman Killian.* Councilman Guy stated he did not want to move forward until a signed development fee agreement was in place. Councilman Killian withdrew his second, Vice Chairman Wilson withdrew his motion. *Vice Chairman Wilson motioned to table 2nd reading to June 5th until a development fee was determined and in writing, second by Councilman Killian. 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. Vice Chairman Wilson motioned to table 2nd reading to June 5th until a development fee was determined and in writing, second by Councilman Killian. Unanimous vote.*

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. Vice Chairman Wilson motioned to table 2nd reading to June 5th until a development fee was determined and in writing, second by Councilman Killian. Unanimous vote.*

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. Vice Chairman Wilson motioned to table 2nd reading to June 5th until a development fee was determined and in writing, second by Councilman Killian. Unanimous vote.*

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. Vice Chairman Wilson motioned to table 2nd reading to June 5th until a development fee was determined and in writing, second by Councilman Killian. Unanimous vote.*

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. Vice Chairman Wilson motioned to table 2nd reading to June 5th until a development fee was determined and in writing, second by Councilman Guy. Unanimous vote.*

g. 2nd 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. Councilman Vaughn motioned to approve, second by Vice Chairman Wilson. Unanimous vote.*

h. 2nd Reading of CCMA23-05 Allison and Gerald Timmons request Tax Map #166-01-04-016-000 at 975 Jackson Rd, Fort Lawn, SC 29714 to be rezoned from Rural One District (R1) to Rural Two District (R2). Planning Commission voted 7-0 to approve. Councilman Agee motioned to approve, second by Councilwoman Mosley. Unanimous vote.

8. New Business

a. Council to approve naming an existing maintained County Road -County Council.

Public Works Director Robert Hall stated the road was gravel had been maintained by the County for many years but had never been named. He had spoken with Mrs. Gibson that lived on the road and she was happy to hear it would be named. Council had three names to choose from: Gibson Drive, Gibson Road and Sparrow Lane. Councilman Vaughn motioned to name the road Gibson Road, second by Councilwoman Mosley. Unanimous vote.

b. Council to approve the revised 2023 Council meeting date schedule. County Council.

Clerk to Council Karen Lee stated the June 19th meeting date needed to be changed to June 20 since the 19th was a holiday for county employees. When the schedule was approved last year, the holiday was added after the approval of the meeting dates by Council. Councilwoman Mosley motioned to change the date from June 19th to June 20th, second by Councilman Killian. Unanimous vote.

c. Council to consider approving a grant from SC I-77 Alliance to improve accessibility by adding gravel at Chester R&D Park. Robert Long.

Mr. Long stated the road was county maintained and only goes in a couple 100 feet and stops at Chart Industries. The county has an opportunity to accept a grant from SC I-77 Alliance in the amount of \$120,000 dollars with no match to extend the road and add gravel. Councilman Vaughn motioned to approve, second by Councilman Agee. Unanimous vote.

9. Boards and Commissions

a. Appointment to the Hazel Pittman Center-Councilwoman Mosley.

Councilwoman Mosley motioned to appoint LeTanya Williams, second by Councilman Vaughn. Unanimous vote.

b. Appointment to the Parks and Recreation Board- Councilman Guy.

Councilman Guy motioned to appoint Toni Perrigan, second by Councilman Agee. Unanimous vote.

c. Appointment to the Parks and Recreation Board- Chairman Branham.

Chairman Branham motioned to appoint Thomas Jordan, second by Councilman Guy. Unanimous vote.

d. Appointment to the Burnt Meeting House Cemetery-County Council.

Councilman Vaughn motioned to appoint Natalie Paul, second by Vice Chairman Wilson. Unanimous vote.

10. Executive Session-Councilman Guy motioned to go to executive session, second by Councilman Killian. Unanimous vote.

a. To receive legal advice regarding the HR Department. Attorney Winters.

b. To receive legal advice regarding a contractual matter in the Assessor's Office. Attorney Winters.

11. Council Actions Following Executive Session- Councilman Guy motioned to go back to regular session, second by Councilman Killian. Unanimous vote.

a. Action taken regarding the contractual matter in the HR department.

Councilman Vaughn motioned to authorize Administrator Hester to work with FGP (Find Great People) to locate a HR Director, second by Councilwoman Mosley. Unanimous vote.

b. Action taken regarding the contractual matter in the Assessor's department.

Taken as information.

12. Council Comments-No comments

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

Karen Lee, Clerk to County Council

Time: 8:20 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.



CHESTER COUNTY COUNCIL BUDGET WORKSHOP

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

Tuesday, May 16th, 2023 at 9:00 AM

Minutes

Present: Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilwoman Mosley, County Administrator Hester, Councilman Agee, and Clerk to Council Lee, Treasurer Darby and Finance Director Carter. Councilman Killian arrived at 9:14 am.

Absent: Councilman Guy with prior notification.

Staff/Elected Officials Present: Treasurer Darby and Finance Director Carter, Sheriff Dorsey, Chief Tate, Robert Hall, Molly Knowlton and Planning Director Levister.

Absent: Councilman Guy with prior notification.

1. **Call to Order-** Chairman Branham called the meeting to order.
Vice Chairman Wilson called for a motion to set an adjournment time for no later than 10:30 am, second by Councilman Vaughn. Vote 5-0 to approve.
2. **May 9th workshop follow up:**
 - a. **Landfill/Recycling**
Solid Waste Disposal / Solid Waste Collection
Disposal - Landfill
 - Disposal Fee – Average \$87k/mo. – Increase \$84K total
 - Includes \$100k transfer to Collection to offset Revenue Shortage
 - Landfill Expansion - \$150k Depreciated (Depr.) over 20 years.
 - Transfer Station Floor Renovations -\$150k Depr. Over 15 years
 - Scales / Decking Replacement - \$60k Depr. Over 10 years**Collection – Recycling Centers**
 - Disposal Fee – Decrease \$51,950 – Avg \$21K/mo.
 - Transportation Cost – Increase \$50,400
 - Not funded – Recycling Center Concrete Repairs

Taken as information.

b. Other Departments

- Coroner
- Allocations
- Recreation
- VA
- Emergency Management
- Information Technology
- GIS
- Clerk of Court
- Family Court
- Probate Court
- Magistrate Court
- Public Works
- Animal Control

Taken as information.

3. Adjournment

Councilwoman Mosley motioned to adjourn, second by Councilman Killian.
Vote 6-0 to adjourn.



CHESTER COUNTY COUNCIL BUDGET WORKSHOP

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

Tuesday, May 30th, 2023 at 9:00 AM

Minutes

Present: Vice Chairman Wilson, Councilman Vaughn, Councilwoman Mosely, Councilman Agee, Administrator Hester and Clerk to Council Lee.

Absent: Chairman Branham and Councilman Guy with prior notification. Councilman Killian.

Staff Present: Treasurer Darby and Finance Director Carter, Sheriff Dorsey.

Others Present: Rural Fire-Barkley Ramsey, Eugene Hudson and Jay Williams. Richburg Fire-T. Melton, Jo Beth Gaston and CPA Shawn Nelson. Fort Lawn- David Bratton. City of Chester-James McNeil. Lando Fire- Chris Dubose.

1. **Call to Order- Vice Chairman Wilson called the meeting to order.**

2. **Budget Overview**

1. FY24 Budget Overview

- Countywide Mid-Year Salary Adjustments - \$1,027,775
- Retirement System rate increases (SCRS/PORS) ~ \$120K (SCRS 18.56% / PORS 21.24%)
- General Fund Balance expected to be approximately \$17MM at the end of the current fiscal year. Establish a Capital Reserve Line Item of approximately \$2MM.
- Capital Borrowing Project Fund - \$1,642,192
- Total General Fund Budget \$30.8MM (excludes Capital Reserve)
- Total Overall Budget all Funds - \$55MM

Taken as information.

2. Fire District Budgets

Lewis Fire District

- Budget Request Totaled \$110,000
 - Includes \$9,000 for PT Salaries – 8% of Budget
- Current Year Revenue Projection = \$106,500
- Current Fund Balance projection of \$28,313
- Value of a Mill projection - \$5,164 – prior year was \$4,897
- Millage Rate projected at 15.3 – 8% increase (prior year was 14.2)
- No debt millage

Taken as information.

Lando Fire District

- Budget Request Totaled \$193,000
 - Includes \$100,530 for Personnel – 52% of budget
- Current Year Revenue Projection = \$182K

- Current Fund Balance projection of \$58,556
- Value of a Mill projection - \$14,317 – prior year was \$13,236
- Millage Rate projected at 11.6 – 8% increase (prior year was 10.8)
- Debt Millage – 7.4 Mills – Outstanding \$766,775
 - Bond matures 6/30/33

Taken as information.

Chester Fire District

- Budget Request Totaled \$2,326,139
 - \$1,712,350 budgeted for personnel cost. - 74% of budget
- Current Year Revenue Projection = \$2,459,658
- Current Fund Balance of \$1,138,094
- Value of a Mill projection - \$41,952 – prior year was \$40,481
- Millage Rate projected at 48.3 – No increase
- Debt Millage – 2.9 Mills – Outstanding \$154,673
 - Bond matures 6/18/24

Taken as information.

Fort Lawn Fire District

- Budget Request Totaled \$115,000
 - \$83,000 budgeted for personnel – 72% of budget
- Current Year Revenue Projection = \$114,700
- Current Fund Balance of \$92,145
- Value of a Mill projection - \$9,518 – prior year was \$8,802
- Millage Rate projected at 12.3 – No increase
- Debt Millage – 3.5 Mills – Outstanding \$216,042
 - Bond matures 9/1/27

Taken as information.

Richburg Fire District

- Budget Request Totaled \$1,033,211
 - \$825,911 budgeted for personnel – 80% of budget
 - Requires allocation from General Fund of \$703,000
- Current Year Revenue Projection = \$326,711
- Current Fund Balance projection of \$(11,994)
- Value of a Mill projection - \$17,409 – prior year was \$15,123
- Millage Rate projected at 7.3 – 8% increase (prior year was 6.8)
- Debt Millage – 7.8 Mills – Outstanding \$2,203,992
 - Bond matures 9/11/52 - \$1,899,350
 - Bond matures 6/30/61 - \$1,200,000

Taken as information.

3. Rural Fire / Fire Coordinator

Rural Fire Commission

- Budget Request Totaled \$1,111,284
 - Capital Requested totaled \$307,752 – Funded through Annual Capital Borrowing
 - See attached list of Capital
 - County Allocation - \$183,532 – Increase of \$30,783
 - Insurance - \$110,000 – Increase of \$15,000
 - \$55,000 match for Forestry Grants
 - \$40,000 for Firefighter Incentive Program

Taken as information.

Fire Coordinator

- Budget Request Totaled \$375,595
 - Requested two additional part time positions – not funded
 - Increase \$20k – Swiftwater response
 - Included \$703k allocation for Fire Service Personnel – Richburg Request
 - See funding options on next slide
 - Fire Coordinator office has 2 FTE's and 5 PT positions.

Taken as information.

4. General Fund Revenue Discussion

General Fund Revenue Discussion – Richburg Fire Req.

- Option 1 – Revise Master FILOT Agreement Post Gateway Allocation – Add 542K. Overall millage increase would be 4 mills based on Budget Recommendation.
 - Current Post Gateway - 61% County, 15% School Operations, 15% School Debt, 5% Fire, 4% Econ Dev.
 - Revised Post Gateway - to 76% County, 15% School Operations, 5% Fire, 4% Econ Dev. - Add approx. \$542K to County. *Does not affect School Operation Revenue or the ability for School to meet Capital needs through Debt Service.*
- Option 2 – Leave FILOT agreement as is. Millage adjustment which would require an additional 5.7 mill increase. Overall millage increase would be 8.7 mills based on Budget Recommendation.

Taken as information.

3. Adjournment

Councilman Vaughn motioned to adjourn, second by Councilwoman Mosley. Vote 4-0 to adjourn.

Karen Lee, Clerk to Council



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. 2023-11

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

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

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

WHEREAS, Chester County has by referendum changed to the Administrator form of government; and

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

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

Chester County Council does hereby adopt the amendments to Section 2-21 *County Administrator Form of Government*; Section 2-22 *Compensation of Council*; Section 2-23 *Organization Generally*; Section 2-24 *Council Chair*; Section 2-25 *Council Chair*; Section 2-26 *Clerk*; Section 2-27 *County Administrator* of the Chester County Council Rules of Procedure, as shown in Exhibit A, attached and incorporated by reference herein.

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

Enacted and approved this ____ day of _____, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joseph R. Branham
Chair, Chester County Council

Attest:

By: _____
Karen Lee
Clerk to County Council
Chester County, South Carolina

First Reading: May 1, 2023
Second Reading: _____, 2023
Public Hearing: _____, 2023
Third Reading: _____, 2023

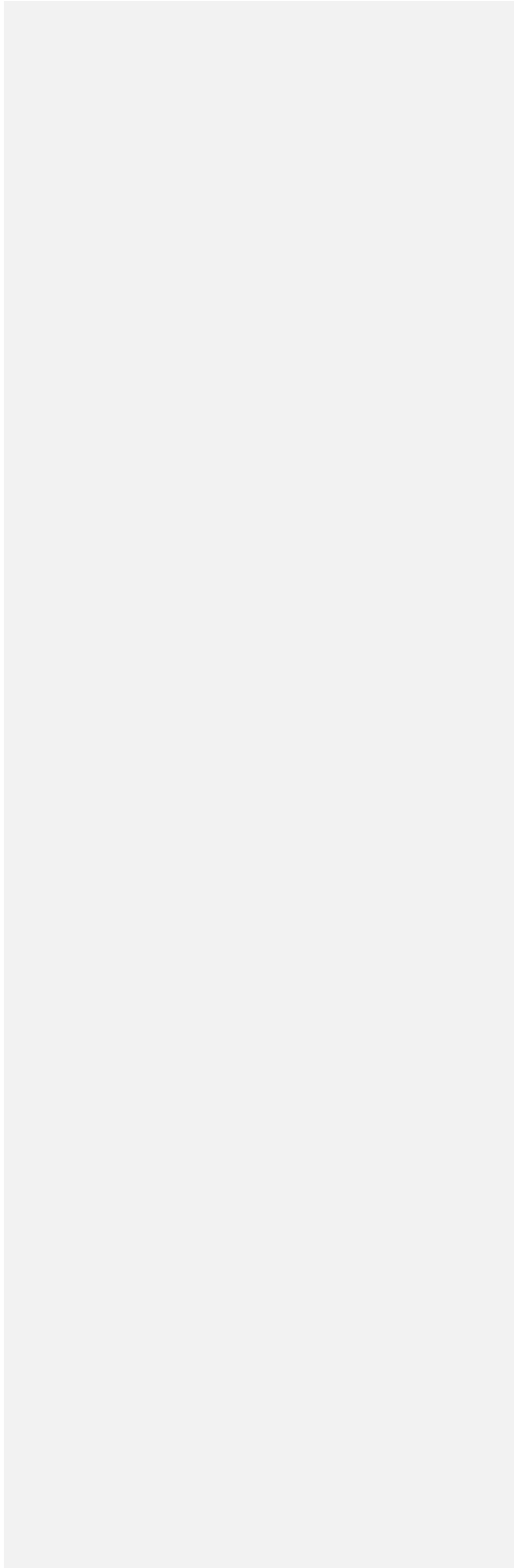


EXHIBIT A

ARTICLE III. - COUNTY COUNCIL

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

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

Sec. 2-22 – Compensation of Council

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

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

Sec. 2-23 – Organization generally

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

Sec. 2-24 - Council Chair

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

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

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

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

Sec. 2-25 – Vice Chair

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

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

Sec. 2-26 – Clerk

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

Sec. 2-27 – County Administrator

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

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

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

OLD RULES OF PROCEDURES

Chapter 2 - ADMINISTRATION¹¹

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

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

(Ord. of 10-3-2005)

Sec. 2-22. - Elections.

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

(Code 1998, § 2-103)

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

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

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

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

Sec. 2-24. - Compensation of council.

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

(Code 1998, § 2-105)

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

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

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

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

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

(Ord. No. 2-21-05A, § 1, 2-21-2005)

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

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

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



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. 2023-12

AN ORDINANCE TO AMEND ORDINANCE 2021-12

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

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

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

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

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

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

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

NOW THEREFORE BE IT ORDAINED THAT:

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

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

SECTION 2: This ordinance shall take effect upon adoption.

Adoption this _____ day of _____, 2023

1st Reading: May 1, 2023
2nd Reading: _____
3rd Reading: _____
Public Hearing: _____

Joseph R. Branham, Chair
Chester County Council

Karen Lee
Clerk to Council

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR CHESTER COUNTY
ORDINANCE NO. 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.

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

WHEREAS, [], previously identified as Project 2247 (“Company”), is considering the establishment of certain commercial facilities in the County at one or more sites in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, “Project”), including, but not limited to, land more fully described on Exhibit A, which is attached to, and incorporated in, this Ordinance (“Project Site”);

WHEREAS, the County may add additional property, which may be non-contiguous, to the Project Site by subsequent Resolution;

WHEREAS, the Company anticipates that, should plans proceed as expected, investment in the Project will equal or exceed \$3,500,000 and create various employment opportunities;

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

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

WHEREAS, the County has determined to provide, subject to the consent of the City of Chester, South Carolina (“City”), as provided in South Carolina Code Annotated section 4-1-170(C), for inclusion of the Project in the boundaries of the Chester-York Park, if such property is not already so included, and the County has determined to maintain such real and personal property within the boundaries of the Chester-York Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the

provision to, and receipt by, the Company of the Special Source Credits set forth in greater detail herein;

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

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

WHEREAS, it appears that the City’s consent now before this meeting, a copy of which is attached to, and incorporated in, this Ordinance as Exhibit D, is in appropriate form and is an appropriate instrument to be acknowledged and accepted by the County for the purposes intended; and

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

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

Section 1. The County intends to use its commercially reasonable efforts to include to Property, as described on Exhibit A to this Ordinance, in the boundaries of the Chester-York Park, if not already so included, and thereafter maintain within the boundaries of the Chester-York Park or a successor or replacement Park, the Project for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Credits set forth in the Special Source Revenue Credit Agreement, but in no event to include in the Chester-York Park any property that does not qualify for inclusion under the Constitution or laws of this State.

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

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

Section 4. All ordinances, resolutions, orders, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment after the public hearing and third reading.

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

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joe Branham
Chairman, County Council

[SEAL]

Attest:

Karen Lee
Clerk to County Council

First Reading: May 15, 2023
Second Reading: June 5, 2023
Public Hearing: July 3, 2023
Third Reading: July 3, 2023

EXHIBIT A
PROPERTY DESCRIPTION

140 Gadsden Street, Chester, South Carolina (Schlosburc's Building)
113 Main Street, Chester, South Carolina (Kimbrell's Building)

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

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

EXHIBIT D
CITY OF CHESTER CONSENT RESOLUTION
[SEE ATTACHED]

INFRASTRUCTURE CREDIT AGREEMENT

by and among

CHESTER COUNTY, SOUTH CAROLINA,

and

CITY OF CHESTER, SOUTH CAROLINA

and

[PROJECT 2247], LLC

Effective as of: July 3, 2023

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of July 3, 2023 (“Agreement”), is by and among CHESTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), the CITY OF CHESTER, SOUTH CAROLINA, a body politic and municipal corporation of the State of South Carolina (“City,” together with the County, the “Local Governments”) and [PROJECT 2247], LLC (“Company,” together with the Local Governments, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes (“Fee Payments”);

WHEREAS, the County is further authorized by the Act to grant credits against the Fee Payments (“Infrastructure Credit”) to assist a company located in a multi-county industrial park in paying the actual cost of (i) designing, acquiring, constructing, improving, or expanding infrastructure serving the County or the property of a company located in the multi-county industrial parks or (ii) improved or unimproved real estate and personal property used in the operation of a commercial or manufacturing enterprise located in the multi county industrial park to enhance the economic development of the County (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County and York County, South Carolina, jointly developed a Park by entering into the “Master Agreement Governing the York-Chester Industrial Park,” dated as of December 31, 2012;

WHEREAS, [], previously identified as Project 2247 (“Company”), is considering the establishment of certain commercial facilities in the County at one or more sites in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, “Project”), including, but not limited to, land more fully described on Exhibit A, which is attached to, and incorporated in, this Agreement (“Property”);

WHEREAS, the County, without further action by the City, may add additional property, which may be non-contiguous, to the Property by subsequent Resolution;

WHEREAS, by an ordinance enacted on July 3, 2023 (“Credit Ordinance”), the County authorized the execution and delivery of this Agreement to provide Infrastructure Credits against [Project 2247], LLC’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below; and

WHEREAS, the City adopted a resolution on [] [], 2023 (“Consent Resolution”), consenting to the provision of Infrastructure Credits to [Project 2247], LLC by the County and duly authorized the execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina (“State”);

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

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Credit Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Property in the Park by adoption of the MCIP Ordinance; and

(f) Based on representations made by the Company to the Local Governments, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations by the City.* The City represents to the Company as follows:

(a) The City is a body politic and a municipal corporation of the State;

(b) The City is authorized to enter into and carry out its obligations under this Agreement;

(c) The City has duly authorized and approved the execution and delivery of this Agreement by adoption of the Consent Resolution in accordance with the procedural requirements of the Act and any other applicable state law;

(d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The City has approved the inclusion of the Property in the Park by adoption of the Consent Resolution; and

(f) Based on representations made by the Company to the Local Governments, the City has determined the Project and the Infrastructure will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 1.3. *Representations by the Company.* The Company represents to the Local Governments as follows:

(a) The Company is in good standing under the laws of the State, has power to conduct business in the State and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company anticipates investing, in aggregate, no less than \$3,500,000 ("Investment Commitment"). Prior to or within a reasonable time after commencing construction on a Development Unit (as each Development Unit is identified in Exhibit A, which is attached to, and incorporated by reference in, this Agreement), the Company shall give written notice to the Local Governments of the date of such commencement (each, "Commencement Date"). Subsequently, the Company shall certify to the Local Governments achievement of the Investment Commitment for that Development Unit by no later than the 2nd anniversary of the applicable Commencement Date (each, "Certification Date") by providing documentation to the Local Governments sufficient to reflect achievement of the applicable portion of the Investment Commitment. If the Company fails to achieve and certify the applicable portion of the Investment Commitment by the applicable Certification Date, then the County or City may individually terminate its respective part of the Agreement with regard to that Development Unit and, on termination, the Company is no longer entitled to any further benefits under the terminated portion of this Agreement for the applicable Development Unit.

In no event (a) shall the Company be entitled to certify the completion of any Development Unit on or after December 31, 2029 ("Certification Date"), (b) shall the Company invest less than \$1,750,000, by December 31, 2026, or (c) shall the Company invest less than \$3,500,000, by December 31, 2029.

Section 2.2. *Property Value.* The Local Governments hereby agree that the current fair market value of each Development Unit is set forth on the County's consolidated tax invoice for tax year 2022.

Section 2.3. *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County and the City shall each provide an Infrastructure Credit against the Company's Fee Payments due to the County and City with respect to the Project. The term, amount, and calculation of the Infrastructure Credit is described in Exhibit B.

(b) The Company shall receive the Infrastructure Credit for each Development Unit for a 10-year period, beginning with the first Fee Payment due following substantial completion of construction (typically, evinced by the receipt of a "certificate of occupancy") at the applicable Development Unit (each, "Credit Term"). The applicable Credit Term shall be measured individually for each Development Unit. During the construction period for each Development Unit, it is the party's intent that neither Local Government shall reassess the applicable Development Unit so as to increase either the fair market value or assessed value.

(c) The County shall prepare and issue the Company's annual bill with respect to the Project. Following receipt of the bill, the Company shall complete and return the Credit Worksheet, attached hereto as Exhibit C, showing the Infrastructure Credit to which the Company is entitled, and remit the Fee Payment net of the Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment") to the County.

(d) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE LOCAL GOVERNMENTS. THE

INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE LOCAL GOVERNMENTS PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.4. *Filings.* To assist the Local Governments in administering the Infrastructure Credits, the Company shall, for the Credit Term, provide the Local Governments with whatever documentation each Local Government may reasonably request to establish the Company's investment.

Section 2.5. *Cumulative Infrastructure Credit.* The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. *Events of Default.* The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment to the City or County, which failure has not been cured within 30 days following receipt of written notice from the City or County specifying the delinquency in payment and requesting that it be remedied;

(b) A representation or warranty made by the Company which is materially incorrect when deemed made;

(c) Failure by the Company to perform under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the Local Governments to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the Local Governments which is materially incorrect when deemed made; or

(e) Failure by the City or County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the City or County specifying such failure and requesting that it be remedied, unless the City or County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the City or County is diligently pursuing corrective action.

Section 3.2. *Remedies on Default.*

(a) If an Event of Default by the Company has occurred and is continuing, then the City or the County

may take any one or more of the following remedial actions:

(i) terminate its respective portion of the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the City or County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. *Remedies Not Exclusive.* No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or Local Governments to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company, City, or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) Prior to commencing construction on each Development Unit, the Company shall submit design plans and specifications for review and approval by the County's Planning Director. The Local Governments may inspect the Property at any time, from time to time, to ensure compliance with this Agreement.

(b) The Local Governments and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project solely for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the Local Governments to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the City or County).

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the Local Governments, which may be given by resolution, and which consent will not be unreasonably withheld, conditioned, or delayed.

Section 4.3. Provisions of Agreement for Sole Benefit of County, City and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County, City and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, City, and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) Except as specifically provided in this Agreement, the Local Governments are not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the Local Governments from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the Local Governments contained in this Agreement are binding on the Local Governments and the elected officials, officers, agents, servants and employees of the Local Governments only in that person's official capacity and not in that person's individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council, City Council, or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the Local Governments, 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 Local Governments' 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 Local Governments are entitled to use counsel of its choice and the Company shall reimburse the Local Governments for all of its reasonable 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 Local Governments shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the Local Governments within 30 days of receipt of the statement. The Company may request reasonable documentation evincing the costs shown on the statement. However, the Local Governments are not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the Local Governments 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 Local Governments' obligations under this Agreement, or the administration of its

duties under this Agreement, or otherwise by virtue of the Local Governments having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

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

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

with a copy to
(does not constitute notice):

if to the City:

with a copy to
(does not constitute notice):

if to the Company:

with a copy to
(does not constitute notice):

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

Section 4.8. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.9 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the Local Governments agree to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.10 Payment of Administrative Expenses. The Company will, from time to time, pay the County for its reasonable Administrative Expenses promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County including a general statement of the amount and nature of the Administrative Expense and requesting the payment of the same. The payment by the Sponsor of the County's Administrative Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice, and in the manner of the County's choosing,

including by fixed fee, or other fee arrangement. The County does not anticipate the Company's payment of these expenses should exceed \$[] over the term of this Agreement. For purposes of this Section 4.10, "Administrative Expenses" means the reasonable and necessary expenses including reasonable attorneys' fees, incurred by the County in connection with negotiating and drafting this Agreement and any ordinances, resolutions, or other documents related thereto.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement, but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the appropriate authorized representative and its seal, if any, to be affixed and attested, effective the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

Chair

(SEAL)
ATTEST:

Clerk to Council, Chester County Council

CITY OF CHESTER, SOUTH CAROLINA

City Administrator

(SEAL)
ATTEST:

Municipal Clerk

[PROJECT 2247], LLC

By: _____

Name: _____

Its: _____

EXHIBIT A
DEVELOPMENT UNIT DESCRIPTION

140 Gadsden Street, Chester, South Carolina (Schlosburc's Building)
113 Main Street, Chester, South Carolina (Kimbrell's Building)

EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company shall be entitled to an Infrastructure Credit against its Fee Payments during the Credit Term of each individual Development Unit, calculated by subtracting the Preliminary Property Value of each Development Unit from the fair market value of each Development Unit for the applicable tax year, multiplied by the then-applicable assessment ratio and the then-applicable millage rate for the applicable tax year, shown as follows:

(fair market value – Preliminary Fair Market Property Value)

$$\begin{array}{r} \text{x applicable assessment ratio} \\ \hline \text{x applicable millage rate} \\ \text{Infrastructure Credit} \end{array}$$

By way of example only, assume the following facts: (i) the Preliminary Property Value of one of the Development Units is \$50,000, (ii) the fair market value of the same Development Unit for the then applicable tax year is \$550,000, (iii) the assessment ratio applicable to the Development Unit during the applicable tax year is 6%, and (iv) the millage rate applicable to the Development Unit for the applicable tax year is 0.330.

$$\begin{array}{r} (\$1,050,000 - \$50,000) \\ \text{x} \quad \quad 6\% \\ \hline \text{x} \quad \quad 0.330 \\ \quad \quad \quad \$19,800.00 \end{array}$$

In this example, the Company would be entitled to an Infrastructure Credit in an amount of \$19,980.00 against its Fee Payment.

EXHIBIT C

FORM OF ANNUAL CREDIT CERTIFICATION

Reference is made to that certain Amended and Restated Infrastructure Credit Agreement effective as of July 3, 2023 (“Credit Agreement”), by and among Chester County, South Carolina (“County”), [Project 2247], LLC (“Company”). Each capitalized term not defined herein has the meaning ascribed thereto in the Credit Agreement. Company shall in each respective tax year, submit this Certification to County.

As set forth in Section 2.3 of the Credit Agreement, County has agreed to provide Infrastructure Credits against Fee Payments made by the Company attributable to certain Development Units as part of the Project. In accordance with the terms of the Agreement, the undersigned authorized agent of the Company certifies to the best of his/her knowledge to Items 1 through 6 as follows:

1. Pursuant to Section 2.3 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in an amount calculated by subtracting the Preliminary Property Value of each Development Unit from the fair market value of each Development Unit for the applicable tax year, multiplied by the then applicable assessment ratio and the then applicable millage rate for the applicable tax year, shown as follows:

(fair market value – Preliminary Fair Market Property Value)

x applicable assessment ratio

 x applicable millage rate
Infrastructure Credit

2. The Company has received assessment notices (copies attached) dated on or about, stating the fair market value of each Development Unit as:

Development Unit	Fair Market Value According to County for Tax Year 20__

3. Based solely on information provided to the Company by the County, the applicable millage rate at the Project for tax year 20__ is _____ mills.

4. Based solely on information provided to the Company by the County, the applicable assessment ratio for the Project for tax year 20__ is _____%.

5. Pursuant to Section 2.3 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in the amounts set forth in the table below:

Development Unit	First Year of Credit Term	Fair Market Value for 20__	Preliminary FM Property Value	Assessment Ratio for 20__	Millage Rate for 20__	Infrastructure Credit Amount
Total:	--			--	--	

6. Along with this Certification, the Company has remitted a Fee Payment equal to the [total amount of taxes set forth on the tax assessment] less [the aggregate amount of Infrastructure Credits].

7. Attached to this Certification are the following documents, which establish the aggregate amount of the Company's investment in each Development Unit:

- a.
- b. ; and
- c.

IN WITNESS WHEREOF, [Project 2247], LLC has caused this Credit Certification to be completed and executed by its respective authorized officers on this ____ day of _____, _____.

[PROJECT 2247], LLC

By: _____

Name: _____

Its: _____

CHESTER COUNTY
FISCAL YEAR 2023-2024

AN ORDINANCE

NO.: 2023-14

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.

		GENERAL FUND				Department
		Personnel	Operating	Capital	Allocations	Totals
101	County Council	148,002	36,900			184,902
102	Delegation	22,854	1,000			23,854
105	County Administrator	266,052	9,000			275,052
106	Finance	305,340	6,100			311,440
110	Human Resources	235,215	36,100			271,315
115	Purchasing Department	114,619	2,340			116,959
120	County Treasurer	321,829	54,155			375,984
125	Delinquent Tax Collector	100,491	66,650			167,141
130	Auditor	174,592	3,875			178,467
135	Tax Assessor	352,509	29,000			381,509
140	Planning and Zoning	223,542	252,800			476,342
145	Economic Development	450,047	77,710			527,757
150	Coroner	159,338	68,200			227,538
155	Registration and Election	146,318	81,350			227,668
160	County Garage	108,541	266,300			374,841
170	Building Maintenance	510,518	734,800			1,245,318
175	Airport				40,000	40,000
176	Information Technology	125,380	376,875			502,255
177	Utilities		850,000			850,000
178	Telephone		98,602			98,602
179	Postage		45,000			45,000
180	Bond Insurance		3,000			3,000
181	Property and Liability Insurance		873,516			873,516
182	Worker's Compensation Insurance	340,260				340,260
183	Unemployment Benefits	10,000				10,000
185	Employee Health Insurance	1,999,596				1,999,596
186	Audit Expense		70,000			70,000
187	Catawba Regional		40,396			40,396
188	SC Association Of Counties		8,898			8,898
189	Grant Matching Funds		356,605			356,605
190	Contingent Fund		483,259			483,259
194	Copier Lease		140,000			140,000
199	Code Enforcement	43,346	9,210			52,556
210	GIS	62,002	195,015			257,017
215	QSI		283,621			283,621
220	Medical Services		270,000			270,000
250	Attorney Services	143,880				143,880
255	Clerk of Court	387,346	103,500			490,846
260	Family Court	178,825	84,000			262,825
265	Probate Judge	264,930	21,910			286,840
275	Chester Magistrate	442,504	74,670			517,174

CHESTER COUNTY
FISCAL YEAR 2023-2024

	Personnel	Operating	Capital	Allocations	Department Totals
291 Court of Appeals		5,000			5,000
292 Circuit Court		1,300			1,300
295 Public Defender				176,326	176,326
299 Solicitor				306,546	306,546
301 Sheriff's Department	4,193,059	722,812	41,585		4,957,456
340 Detention Center	2,320,299	547,065			2,867,364
345 Fire Coordinator	229,241	896,500			1,125,741
350 Rural Fire Department		655,532	15,000		670,532
355 Emergency Management	137,333	24,300			161,633
360 E911	1,159,807	402,857			1,562,664
365 Animal Control	317,852	158,500			476,352
370 Chester County Rescue Squad				12,000	12,000
375 Great Falls Rescue Squad				12,000	12,000
401 Road Department	184,335	100,250			284,585
402 Public Works	138,595	5,800			144,395
405 Litter Control	89,321	4,600			93,921
501 E.M.S.	3,111,569	397,642	30,000		3,539,211
505 Veteran's Affairs	138,745	3,490			142,235
510 Department of Social Services		53,000			53,000
515 D.H.E.C.		57,000			57,000
530 Senior Services				16,200	16,200
540 Chester Lancaster Disabilities				4,050	4,050
545 Soil and Water Conservation				11,000	11,000
555 Indigent Patients				50,781	50,781
560 Keystone				5,000	5,000
601 Recreation	81,440	66,500			147,940
615 Clemson Extension				12,150	12,150
625 Great Falls Hometown Association				12,000	12,000
626 Palmetto Citizens Against Sexual Assault				5,000	5,000
627 Summer Feeding Program				10,000	10,000
629 Catawba Community Mental Health Center				3,000	3,000
630 Fort Lawn Community Center				4,050	4,050
700 Salary Study Implementation Phase IV	230,287				230,287
701 Capital Reserve			2,118,086		2,118,086
	Total Personnel	19,969,759			
	Total Operating		10,216,505		
	Total Capital		2,204,671		
	Total County Allocations			680,103	
TOTAL GENERAL FUND					33,071,038
MILLAGE FUNDS					
Solid Waste Collection					946,857
Lando Fire District					193,000
Chester Fire District					2,326,139
Library Operations					950,000
York Tech					255,700
Lewis Fire District					110,000
Fort Lawn Fire District					115,000
Richburg Fire District					1,179,499
TOTAL MILLAGE FUNDS					6,076,195
SPECIAL REVENUE FUNDS					
E-911 Funds					307,350
C-Funds					1,559,900
Victims Assistance Fund					115,509
Economic Development 4% FILOT					145,000
Capital / Rolling Stock Program					1,810,000
Courthouse Improvements					75,000
American Rescue Plan Act (ARPA)					4,993,096
County Local ATAX					323,000
TOTAL SPECIAL REVENUE FUNDS					9,328,855
ENTERPRISE FUND					
Solid Waste Disposal					1,599,789
Gateway Conference Center					242,028
TOTAL ENTERPRISE FUND					1,841,817
DEBT SERVICE FUND					
Lando Fire District Debt Service					113,912
Fort Lawn Fire District Debt Service					45,682
Chester County Debt Service Retirement					2,079,497
Chester Fire District Debt Service					102,101
Capital Project Sales Tax Debt Service					2,548,828
Richburg Fire District Debt Service					147,624
TOTAL DEBT SERVICE FUNDS					5,037,644
TOTAL APPROPRIATIONS					\$ 55,355,549

CHESTER COUNTY
FISCAL YEAR 2023-2024

SECTION 2: For the purposes of meeting the appropriation made in this ordinance the following receipts and anticipated revenues of Chester County are hereby allotted for such purposes, together with all other income not specifically allocated to other purposes. It is estimated that the following special revenues will accrue to Chester County during the fiscal year:

GENERAL FUND

PROPERTY TAX

Real and Personal	11,813,144
Vehicle Taxes	1,529,975
Delinquent Tax Collections	750,000
Local Option Taxes - Credit Fund	3,052,964
Local Option Taxes - County Revenue Fund	1,130,000
Homestead Exemption	1,151,535
Manufacturers Reimbursement	1,269,829
P.L.L.O.T.	196,000
Fee-in-Lieu of Taxes	3,534,000
Merchants Inventory	90,024
	<u>24,517,471</u>

LICENSES, FEES, FINES AND PERMITS

Magistrates	361,000
Clerk of Court - Fines and Fees	356,000
Family Court	93,500
Vehicle Decal Fees	27,000
Tax Collector	94,000
Probate Judge	78,000
Zoning Fees	14,200
Building Permits	665,000
	<u>1,688,700</u>

INTERGOVERNMENTAL

Local Government Revenue	1,828,781
Accomodations Tax - State Allocation	30,000
Salary Supplement - Elected Officials	60,000
Operating Transfer In	100,000
Sheriff Local Sources	9,000
	<u>2,027,781</u>

OTHER INCOME

EMS Fees	1,510,000
Franchise Fees	19,600
D.S.S.	6,500
Interest Income	725,000
Rentals	56,900
National Forest Fund	48,000
Animal Control Revenue	8,400
Appropriation of Fund Balance	2,264,086
Miscellaneous	198,600
	<u>4,837,086</u>

TOTAL GENERAL FUND

33,071,038

MILLAGE FUNDS

PROPERTY TAXES

Chester Fire District	2,326,139
Lando Fire District	193,000
Lewis Fire District	110,000
Fort Lawn Fire District	115,000
Richburg Fire District	1,179,499
Library Operations	950,000
Solid Waste Collection	946,857
York Tech	255,700

TOTAL MILLAGE FUNDS

6,076,195

CHESTER COUNTY
FISCAL YEAR 2023-2024

SPECIAL REVENUE FUNDS

E-911 Funds	307,350
C-Funds	1,559,900
Victims Assistance Fund	115,509
Economic Development 4% FILOT	145,000
Capital/ Rolling Stock Program	1,810,000
Courthouse Improvements	75,000
American Rescue Plan Act (ARPA)	4,993,096
County Local ATAX	323,000
TOTAL SPECIAL REVENUE FUNDS	9,328,855

ENTERPRISE FUND

USER FEES	
Solid Waste Disposal	1,599,789
Gateway Conference Center	242,028
TOTAL ENTERPRISE FUND	1,841,817

DEBT SERVICE FUND

Lando Fire District Debt Service	113,912
Fort Lawn Fire Debt Service	45,682
Chester County Debt Service Retirement	2,079,497
Chester Fire District Debt Service	102,101
Capital Project Sales Tax Debt Service	2,548,828
Richburg Fire District Debt Service	147,624
TOTAL DEBT SERVICE FUND	5,037,644
TOTAL REVENUE	\$ 55,355,549

To further meet the appropriations provided by this ordinance, The Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the Chester County Treasurer is directed to collect a tax necessary to meet all budget requirements, except as provided for by other revenue sources, for the operation of the county government for the fiscal year beginning July 1, 2023 through June 30, 2024.

SECTION 3: All County purchases shall be made in accordance with the Ordinance establishing a centralized purchasing system for the procurement of goods and services required by Chester County in conformity with purchasing policies and procedures established and approved by the County governing body. The appropriations provided in the ordinance shall not in any case be exceeded, and any contracts which may be made, or which may in any manner provide for the expenditures of funds in excess of those provided in this ordinance shall not be binding upon Chester County. Any person, firm, corporation or other organization selling supplies or commodities or rendering services to Chester County is charged with the duty of ascertaining in advance whether or not the appropriations for that purchase are sufficient to pay for the furnishing of such supplies, commodities or services.

SECTION 4: No money appropriated for any specific purpose under the provisions of this ordinance shall be used for any other purpose than that specified; provided however, that the Chester County Administrator may reallocate budgeted but unexpended funds within any county office, department, board, commission or institution receiving County funds; provided, further that the Chester County Council or a majority thereof may in its discretion by proper resolution transfer or reallocate budgeted but unexpended funds from one County office, department, board, commission, or institution to another. Any reallocation of unexpended funds for salary adjustments must be approved by Chester County Council. Also, any reallocation of unexpended funds that obligates future budgets must be approved by Chester County Council. Any amount appropriated in this ordinance may be discontinued at any time by appropriate action of a majority of the County governing body.

SECTION 5: The County is hereby empowered to borrow in anticipation of tax or other revenues for County purposes any sum not exceeding the amount anticipated to be received from taxes and other revenues during the current or succeeding fiscal year, and not only to pledge the taxes or other revenues anticipated in the current or succeeding fiscal year, but to pledge, also, the full faith and credit of Chester County for repayment of any sums so borrowed. Such sums shall be borrowed from any banking institution or lending agency and shall be payable at such time, upon such items and in such sums as may be negotiated between the County and the lender.

SECTION 6: The Chester County Attorney shall represent all agencies, boards and officials and subdivisions in Chester County, which are subject to the budgetary controls of the County Council. Said attorney shall not represent any organization, agency or individual in any matter coming before the County Council. In legal matters in which the County Attorney requests authority to associate other counsel, and such authority is approved by the County governing body, County funds may be expended as compensation for such associate counsel.

SECTION 7: An independent annual audit of all financial records and transactions of the County shall be made by a Certified Public Accountant or Firm of public accounts who have no personal interest, direct or indirect in the fiscal affairs of the County government of Chester County or any of its officers. The County Council may, without requiring competitive bids, designate such accountant or firm annually or for a period not exceeding one year; provided that such designation

shall be made not later than thirty (30) days after the beginning of such fiscal year. Unless included in the Annual County audit, an annual audit of each agency, board, bureau or commission of Chester County, funded in whole or in part by County funds shall be made. Copies of the annual audit and such other audits as are required by this section shall be filed in the office of the Clerk of Court for Chester County and provided for the Chester County Administrator and every member of the County governing body. The audit reports shall be made available for public inspection.

SECTION 8: When employees are required to travel on official business, the County shall pay reasonable amounts for transportation, meals and lodging. If the employee's personal vehicle is utilized, the employee shall be reimbursed at the current published IRS rate. Meal expenses will be reimbursed but may not exceed \$35.00 for a twenty-four hour period for in state travel, \$50.00 for out of state travel, and \$50.00 for Myrtle Beach and Hilton Head, South Carolina.

SECTION 9: The Chester County Tax Collector may call upon the Chester County Sheriff or any deputy or constable of the County to render such aid and assistance as may be necessary in the ejection of any occupant or tenant in possession of any property at any time when ejection shall be lawful and proper in the discharge of the duties of the office of Tax Collector. Such aid and assistance shall be rendered without cost other than those provided by law.

SECTION 10: The fiscal and budgetary year of Chester County Government shall commence on the first day of July of each year and shall end on the 30th day of June the following year. All offices, departments, boards, commissions, agencies, or institutions receiving County funds shall make a full, detailed annual fiscal report to the County Council at the end of each fiscal year. The County Council may from time to time make supplemental appropriations, which shall specify the source of funds for such appropriations. The County governing body or the County Administrator may require reports, estimates and statistics from any County agency or department as may be necessary in the preparation of annual budgets or supplemental appropriations. The Chester County Finance Office shall provide a monthly report of revenues, expenditures and cash balances to the County Council.

SECTION 11: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Lando Fire District in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$193,000 which shall be utilized for the support of the Lando Fire District. The total amount appropriated for the Lando Fire District is \$193,000.

SECTION 12: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$113,912 which shall be applied to the retirement of Lando Fire District bonded indebtedness. The total amount appropriated for the Lando Fire District bond retirement is \$113,912.

SECTION 13: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Lewis Fire District in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$110,000 which shall be utilized for the support of the Lewis Fire District. The total amount appropriated for the Lewis Fire District is \$110,000.

SECTION 14: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Fort Lawn Fire District in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$115,000 which shall be utilized for the support of the Fort Lawn Fire District. The total amount appropriated for the Fort Lawn Fire District is \$115,000.

SECTION 15: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$45,682 which shall be applied to the retirement of Fort Lawn Fire District bonded indebtedness. The total amount appropriated for the Fort Lawn Fire District bond retirement is \$45,682.

SECTION 16: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Chester Fire District, in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$2,326,139 which shall be utilized for the support of the Chester Fire District. The total amount appropriated for the Chester Fire District is \$2,326,139.

SECTION 17: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$102,101 which shall be applied to the retirement of Chester Fire District bonded indebtedness. The total amount appropriated for the Chester Fire District bond retirement is \$102,101.

SECTION 18: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Richburg Fire District, in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$120,901 which shall be utilized for the support of the Richburg Fire District. The total amount appropriated for the Richburg Fire District is \$1,179,499.

SECTION 19: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$147,624 which shall be applied to the retirement of Richburg Fire District bonded indebtedness. The total amount appropriated for the Richburg Fire District bond retirement is \$147,624.

SECTION 20: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the unincorporated area of Chester County, South Carolina, and the Chester County Treasurer is directed to collect a tax of \$946,857 which shall be utilized for the support of Solid Waste Collection. The total amount appropriated for Solid Waste Collection is \$946,857.

SECTION 21: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$2,079,497 which shall be applied to the retirement of Chester County bonded indebtedness. The total amount appropriated for the Chester County bond retirement is \$2,079,497.

SECTION 22: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$950,000 which shall be utilized for the support of the Chester County Library. The total amount appropriated for the Chester County Library is \$950,000.

SECTION 23: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$255,700 which shall be utilized for the support of the York Technical College campus in Chester County. The total amount appropriated for the York Technical College campus is \$255,700.

SECTION 24: Agencies, boards and commissions which are partially funded by other counties and/or other governmental units must certify to the County the amount of funds appropriated by the other counties and/or other governmental units prior to receiving any of the funds appropriated by this ordinance.

SECTION 25: Funds appropriated under this ordinance from the General Fund to any Department, Board or Agency, or for any other purpose, but unexpended during the fiscal year, shall revert to the General Fund of Chester County at the end of the fiscal year.

SECTION 26: Building permit fees will be based on the current scale of the International Building Codes or the actual cost of construction when the applicant can show detailed estimated cost to meet the approval of the building official. The minimum permit fee for a building permit, electrical permit, gas permit, plumbing permit, mechanical permit, transfer permit, refund permit and re-inspection permit shall be \$30.00. The minimum fee for a mobile home permit shall be \$200.00, which shall include a \$5.00 mobile home license fee. Other planning and zoning fees are listed under SECTION 27 of this ordinance.

SECTION 27: All taxes, fees, charges and assessments not otherwise allocated by law shall be deposited in the Chester County general fund with other general fund revenues. All such taxes, fees, charges and assessments shall be appropriated and allocated by the Chester County Council in the manner as other general revenues.

BUILDING	FEE (\$)
911 Address Stakes	20.00
Manufactured Homes (Minimum Fee)	205.00
Residential Plan Review	½ cost of permit
Commercial/Industrial Plan Review	½ cost of permit
Residential Re-inspection Fee	\$50.00
Commercial Re-Inspection Fee	\$100.00
ZONING	
Commercial Zoning Compliance Letters	35.00
Residential Zoning Compliance	20.00
Manufactured Zoning Compliance	20.00
Home Occupation Letter	35.00
Commercial/Industrial Zoning Site Plan Review	300.00
Zoning Site Plan Re-Review	75.00
Site Review	35.00
Certificate of Occupancy Zoning Site Review	35.00
Rezoning	Per Parcel: Residential/Non-Residential PUD/Planned Development
	150.00/300.00 1000.00
Special Exception: Residential/ Non-Residential	150.00/300.00
Variance: Residential/Non-Residential	150.00/300.00
New Communication Towers	1000.00
Zoning Ordinance Book	35.00
Comprehensive Plan Book	35.00
Zoning Maps	35.00
Flood Plain Review	Residential Commercial Industrial
	25.00 50.00 100.00
LAND DEVELOPMENT	
Variance, Flag Lot, Easement, Street Access and Private Rural Community Drive	150.00
Plat Approval (Five Sealed Copies)	20.00
Each additional Plat Approval (per sealed copy)	5.00
Sketch Plan Review	100.00
Preliminary Plat Approval (per lot)	20.00
Final Plat Approval (per lot)	10.00
Land Development Book	35.00
Grading	3 acres or less 4 to 11 acres 12 to 51 acres 52 to 99 acres Over 100 acres
	90.00 120.00 205.00 340.00 475.00
Culvert	Single Multi-Family Commercial/Industrial
	350.00 650.00 650.00
Stop Sign	75.00
Speed Limit Sign	75.00
End of County Maintenance Sign	75.00
Street Name Sign	100.00

PARKS AND RECREATION	FEE (\$)
County Owned / Leased Recreational Facilities	100.00
CHESTER WAR MEMORIAL BUILDING \$300 Refundable Deposit	1000.00
GREAT FALLS WAR MEMORIAL BUILDING \$200 Refundable Deposit	600.00
THE GATEWAY CONFERENCE CENTER	
Pricing for Sunday – Thursday	
Grand Ballroom (A, B & C), 9,390 sq. ft.	4,800.00
Petite Ballroom (A & B), 6,031 sq. ft.	2,400.00
Ballroom A, 3,462 sq. ft.	1,300.00
Ballroom B, 2,569 sq. ft.	1,300.00
Ballroom C, 3,969 sq. ft.	2,400.00
Grand Salon, 2,852 sq. ft.	1,200.00
Salon A, 1,406 sq. ft., (\$204/4 hours-\$255/5 hours)	700.00
Salon B, 1,446 sq. ft., (\$228/4 hours-\$285/5 hours)	700.00
Grand Meeting Room, 3,064 sq. ft.	1,350.00
Petite Meeting Room (A & B), 2,128 sq. ft.	1,260.00
Meeting Room A, 1,073 sq. ft., (\$228/4 hours-\$285/5 hours)	650.00
Meeting Room B, 1,055 sq. ft., (\$204/4 hours-\$255/5 hours)	650.00
Meeting Room C, 936 sq. ft.	450.00
L&C Conference Room, 396 sq. ft.	210.00
*** In addition to the rental charge, there will be a \$500 security deposit per room	
Pricing for Friday & Saturday	
Grand Ballroom (A, B & C), 9,390 sq. ft.	6,000.00
Petite Ballroom (A & B), 6,031 sq. ft.	3,000.00
Ballroom A, 3,462 sq. ft.	1,600.00
Ballroom B, 2,569 sq. ft.	1,600.00
Ballroom C, 3,969 sq. ft.	3,000.00
Grand Salon, 2,852 sq. ft.	1,500.00
Salon A, 1,406 sq. ft., (\$255/4 hours-\$319/5 hours)	850.00
Salon B, 1,446 sq. ft., (\$285/4 hours-\$356/5 hours)	850.00
Grand Meeting Room, 3,064 sq. ft.	1,688.00
Petite Meeting Room (A & B), 2,128 sq. ft.	1,575.00
Meeting Room A, 1,073 sq. ft., (\$285/4 hours-\$356/5 hours)	825.00
Meeting Room B, 1,055 sq. ft., (\$255/4 hours-\$319/5 hours)	825.00
Meeting Room C, 936 sq. ft.	563.00
L&C Conference Room, 396 sq. ft.	263.00
***In addition to the rental charge, there will be a \$500 security deposit per room.	
THE GATEWAY CONFERENCE CENTER	
Projectors (per projector)	100.00
Grand Ballroom	300.00
Grand Salon	200.00
Grand Meeting	300.00
Podium with microphone	25.00
Podium with computer	65.00
Handheld or lapel microphone	25.00
XLR input	25.00
A/V rack	125.00
Weekend A/V Tech (unscheduled) (rate per hour)	150.00
A/V Tech (scheduled) (rate per hour)	100.00
Stadium speakers and spotlights- Grand Ballroom	350.00
Stadium speakers and spotlights- Ballroom C	150.00

THE GATEWAY CONFERENCE CENTER (continued)	
Sweetheart / Cake table (per table)	7.50
Cocktail Table (per table)	10.00
Mouthwash dispensers (per dispenser)	25.00
Red Wine Corking Fee	200.00
Dressing Lounges (use of 2 nd set or use without appropriate room rental- only if available)	200.00
THE TAX ASSESOR'S OFFICE	
Price per copy of property tax record	0.25
Price per copy of homeowner or business owner property tax record	0.00
Price for digital parcels for entire Chester County	5,500.00
TREASURER'S OFFICE	
Copy Card Access	1.00
Price per copy	0.25
Credit Card Convenience Fee	2% of Total
Vehicle Decal Fee	1.00
Duplicate Receipt	1.00
LANDFILL	
Price per ton – Transfer Station - MSW	49.50
Price per ton – C&D	48.00
CHESTER COUNTY DETENTION CENTER	
Inmate housing to municipalities (suspended 5/20/19)	52.00
CHESTER COUNTY CORONER'S OFFICE	
Coroner's Report	50.00
Autopsy Report	100.00
Photographs (Per Photo)	2.00
CD/Photographs	25.00
Toxicology Report	50.00
Cremation Report	20.00

SECTION 28: This ordinance shall take effect on July 1, 2023. Adopted this 26th day of June 2023.

Joe Branham, Chairman (District 3)

Mike Vaughn, Council Member (District 2)

John Agee, Council Member (District 1)

Erin Mosley, Council Member (At Large)

Pete Wilson, Council Member (District 4)

Corey Guy, Council Member (District 5)

William Killian, Council Member (District 6)

ATTEST:

By: _____

Karen Lee
Clerk to County Council
Chester County, South Carolina

First Reading: May 15th, 2023
Second Reading: June 5th, 2023
Public Hearing: June 26th, 2023
Third Reading: June 26th, 2023

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 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

SOUTH CAROLINA)
)
CHESTER COUNTY)

**RESOLUTION 2023-12 OF
CHESTER COUNTY, SOUTH CAROLINA**

**IDENTIFYING THE CAPITAL PROJECTS AS PART OF A
PROGRAM OF GENERAL OBLIGATION BORROWING; AND
OTHER RELATED MATTERS.**

THE CHESTER COUNTY, SOUTH CAROLINA, COUNTY COUNCIL RESOLVES:

SECTION 1. According to the requirements of Section 20 of the County’s Ordinance, enacted by the County Council (“Council”) of Chester County, South Carolina (“County”), on April 18, 2016 (“Bond Ordinance”), the Council adopts the following:

(a) The assessed valuation of all property in the County as of June 30, 2022, for purposes of computation of the Bonded Debt Limit, is not less than \$148,172,071. Eight percent of this assessed valuation is \$11,853,766 (“County’s Bonded Debt Limit”). As of the date of this Resolution, the County has outstanding no more than \$5,401,100 of general obligation indebtedness subject to the County’s Bonded Debt Limit. As of the adoption of this Ordinance, the difference between the County’s Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the County’s Bonded Debt Limit (“Available Debt Limit”) is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$6,452,666;

(b) The list of capital projects (with approximate costs) to be funded is attached to this Resolution as Exhibit A; and

(c) Including the series of bonds to be issued to fund the capital projects listed on Exhibit A plus costs of issuance related to the bonds, the calendar year 2023 aggregate par amount of bonds issued according to the Bond Ordinance does not exceed the lesser of: (1) \$2,500,000 and (2) the County’s Available Debt Limit in general obligation bonds.

SECTION 2. All resolutions and parts thereof in conflict herewith are, to the extent of such conflict, repealed.

RESOLVED: June 5, 2023

CHESTER COUNTY, SOUTH CAROLINA

Chairman, Chester County Council

(SEAL)
ATTEST:

Clerk to Council

EXHIBIT A

\$1,642,192

(AVAILABLE FUNDS FOR PROJECTS, INCLUDING COSTS OF ISSUANCE)

DEPARTMENT	CAPITAL ITEMS	ALLOCATION
160 - MOTOR POOL/AUTO MAINT	TIRE CHANGER	\$ 12,000.00
170 - BUILDING MAINTENANCE	2023 HVAC VAN	\$ 40,000.00
	FORK LIFT, TRACK SKID STEER, AND TANDEM AXLE DUMP TRAILER	\$ 12,000.00
	RODDEY BLDG - PAINTING, CEILING TILES, CONCRETE, BATHROOM	\$ 100,000.00
	VOTER REGISTRATION - LIGHTING / PAINTING / FLOOR	\$ 60,000.00
	MOTOR POOL SHOP - (2) FANS	\$ 15,000.00
176 - NETWORK COMPUTER SYS	COMPUTER REPLACEMENT NEEDS – COUNTYWIDE	\$ 60,000.00
	SERVER PROGRAM	\$ 40,000.00
199 - CODE ENFORCEMENT	LAPTOP COMPUTER WITH VEHICLE MOUNTING HARDWARE	\$ 4,000.00
301 - SHERIFFS OFFICE	(5) PATROL CARS	\$ 277,500.00
	FLOCK CAMERA SYSTEM	\$ 25,000.00
350 - FIRE	COUNTY-WIDE FIRE SOFTWARE - CALL SHEETS, TRUCK & EQUIPMENT CHECKS	\$ 50,000.00
	(30) SCBA AIR CYLINDERS	\$ 30,000.00
	FIRE TRAINING CENTER – REPAIRS	\$ 30,000.00
	WEST CHESTER FIRE DEPARTMENT - ROOF REPLACEMENT - MAIN STATION	\$ 12,000.00
	LANDO FIRE DISTRICT - SCBA AIR PACK BATTERIES	\$ 26,223.00
	LANDO FIRE DISTRICT - EDGEMOOR STATION TILE	\$ 30,000.00
	LEWIS FIRE DISTRICT - 6" VALVE	\$ 3,142.00
	LEWIS FIRE DISTRICT - CYLINDER FILL CONTAINMENT BOX UNIT #640	\$ 8,815.00
	LEWIS FIRE DISTRICT - APRON REPAIR #614	\$ 10,000.00
	NORTH CHESTER FIRE DEPARTMENT - TURNOUT GEAR	\$ 4,800.00
	NORTH CHESTER FIRE DEPARTMENT – PAGERS	\$ 1,500.00
	NORTH CHESTER FIRE DEPARTMENT – FIREHOSE	\$ 4,000.00
	NORTH CHESTER FIRE DEPARTMENT - NEW TRUCK EQUIPMENT	\$ 2,800.00
	RICHBURG FIRE DISTRICT - 3 GAS DETECTORS	\$ 14,472.00
	GREAT FALLS FIRE DEPARTMENT - MOLD REMEDIATION & PARKING LOT REPAIRS	\$ 50,000.00
	SOUTH CHESTER FIRE DEPARTMENT - BATHROOM RENOVATION	\$ 10,000.00
	SOUTH CHESTER FIRE DEPARTMENT - E-DRAULIC EXTRICATION TOOLS	\$ 20,000.00
355 - EMERGENCY MANGMT	MOBILE COMMAND DRONE TETHER	\$ 12,500.00
360 - E911	AIS REQUIRED MOTOROLA UPGRADE	\$ 21,600.00
	TOWER LIGHTING - REQUIRED BY FAA	\$ 65,000.00
365 - ANIMAL CONTROL	PICKUP - PICKUP WITH 8-BOX SWAB BODY	\$ 65,000.00
501 - EMS	AMBULANCE	\$ 350,000.00
	ALS STRYKER EQUIPMENT PROGRAM	\$ 174,840.00

and related equipment and any other capital items that do not exceed, individually or in aggregate, 1% of the Bond's par amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Robusto answered yes

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

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

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

Mr. Robusto said yes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECITALS

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

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

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

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

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

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

ARTICLE I GENERAL

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

Section 1.02. Definitions.

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

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

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

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

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

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

Section 1.06. Development Program.

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

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

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

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

applicable state law.

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

Section 2.02. Representations and Warranties of Developer.

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

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

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

ARTICLE III DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

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

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

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

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

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

ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.02. Other Charges or Fees.

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

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

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

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

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

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

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

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

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

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

ARTICLE V MISCELLANEOUS

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

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

With a Copy to (does not constitute notice):

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

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

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

Section 5.02. Amendments.

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

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

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

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

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

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 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]

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

WITNESSES:

Name:

Name:

DEVELOPER:

DRB GROUP

A Delaware Corporation

By:

Its:

STATE OF _____)

COUNTY OF _____)

ACKNOWLEDGMENT

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

Dated: _____

Notary Public for the State of _____

My commission expires: _____

[NOTARIAL SEAL]

WITNESSES:

Carolina

Name:

Name:

COUNTY:

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

By: Brian Hester
Its: County Administrator

[COUNTY SEAL]

Attest:

Karen Lee
Clerk to County Council

SOUTH CAROLINA)
)
CHESTER COUNTY)

ACKNOWLEDGMENT

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

Dated: _____

Notary Public for the State of _____

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A
PROPERTY DESCRIPTION

[TO BE COMPLETED PRIOR TO EXECUTION]

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

EXHIBIT B
DEVELOPMENT PROGRAM

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

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

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

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

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

MODIFIED MINIMUM DIMENSIONAL STANDARDS*

60' Width minimum	7000 sq ft.	2.25 units per acre	25' Front Setback 25' Rear Setback	10' Side Setback	50' Setback from adjoining property
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*In addition to the lot dimensions referenced above, the residential garage shall be set back a minimum of [] feet from the front façade of the house or [] from the edge of the right-of way for front-loaded single-family detached homes and townhomes, whichever is greater. Placement of single-family detached homes and townhome units shall be staggered.

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

2.25 units	Per acre
------------	----------

7. *Residential Section – Site Layout and Architecture*

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

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

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

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

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

EXHIBIT C
DEVELOPMENT SCHEDULE

[TO BE COMPLETED PRIOR TO EXECUTION]

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

EXHIBIT D
REQUIRED INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT E
LAWS AND LAND DEVELOPMENT REGULATIONS

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Property Owner:

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

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

Sworn to before me this _____
day of _____, 20_____

Notary Public for _____
County, State of _____

(Witness #1 sign here)

My Commission Expires: _____

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]



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

Zoning Map Amendment (Rezoning) Application

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

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

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

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

Copy of plat must be presented with the application request

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

Property Address Information

Property address: Gaston Farm Road adjacent to I-77
 Tax Map Number: 114-00-00-016-000 Acres: 160.33

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

PLEASE PRINT:

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

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

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

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

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

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

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

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

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

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

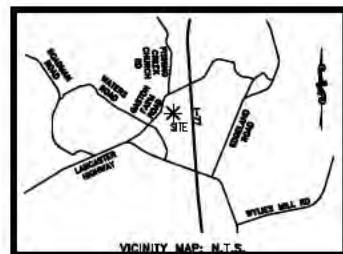
The development will have an HOA and will have covenants. This will provide direction on all easement information as well as maintenance responsibilities for common open space as well as maintenance for storm water ponds. The covenants will be recorded to assure compliance.

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

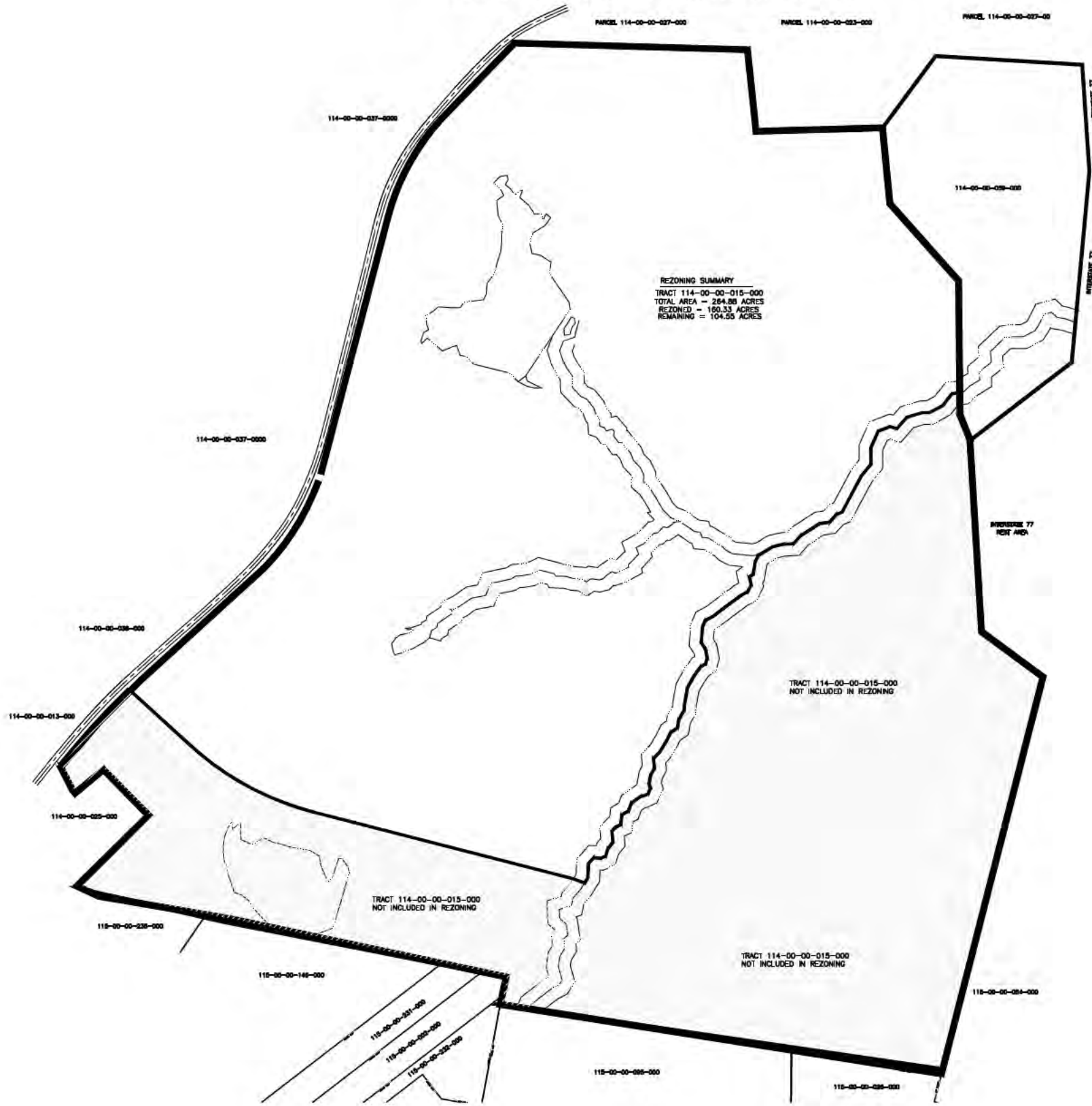
The approach with this project has been a little different than other proposed developments in the market today. This project proposes a nice product on lots that are a little wider and bigger than other PD development and built at a lower density. The lot layout has been based on the natural features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

HICKLIN SUBDIVISION

CHESTER COUNTY, SOUTH CAROLINA



DEVELOPMENT DATA
 PROPOSED ZONING: PD
 COUNTY: CHESTER COUNTY
 TAX PARCEL: 114-00-00-015-000
REZONING SUMMARY
 TRACT 114-00-00-015-000
 TOTAL AREA = 284.88 ACRES
 REZONED = 180.33 ACRES
 REMAINING = 104.55 ACRES



REZONING SUMMARY
 TRACT 114-00-00-015-000
 TOTAL AREA = 284.88 ACRES
 REZONED = 180.33 ACRES
 REMAINING = 104.55 ACRES

TRACT 114-00-00-015-000
 NOT INCLUDED IN REZONING

TRACT 114-00-00-015-000
 NOT INCLUDED IN REZONING

TRACT 114-00-00-015-000
 NOT INCLUDED IN REZONING



PRELIMINARY
 FOR REVIEW PURPOSES ONLY

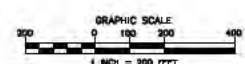
HICKLIN SUBDIVISION
 CHESTER COUNTY, SOUTH CAROLINA
REZONING #1
TRACT 114-00-00-015-000

Project No. 2021-0220 Date 12/21 Project EIR: FTL
 Design By: FTL/CH
 Drawn By: FTL/CH
 Date: 12/21/21

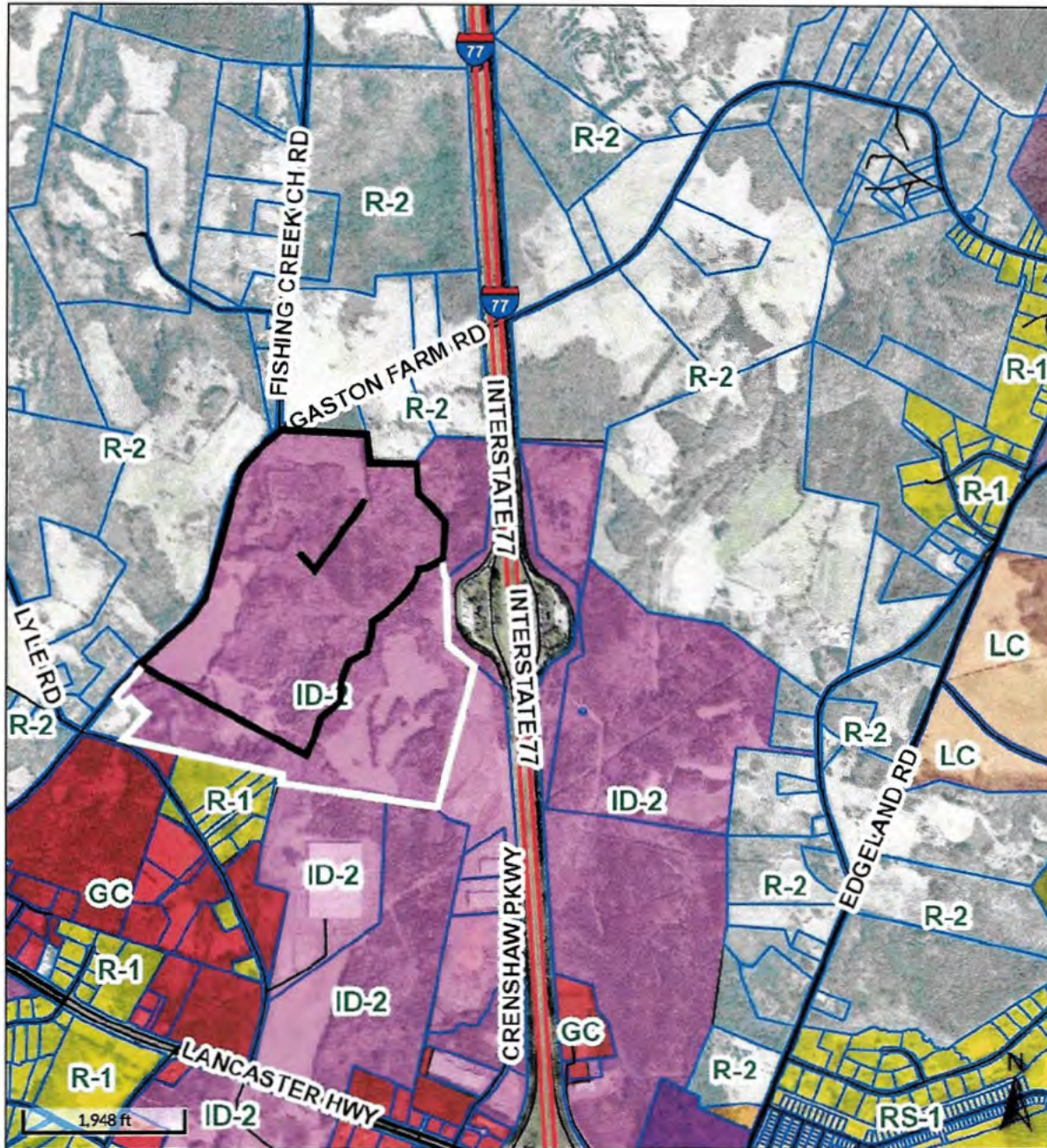
ISAACS
 CIVIL ENGINEERING DESIGN AND SURVEYING

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

RZ1.0



NO.	BY	DATE	REVISION



Overview



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

Developed by  **Schneider**
GEOSPATIAL

Hello,

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

Thank you,

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



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



VIA Electronic Mail

May 5, 2022

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

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

To Whom It May Concern:

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

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


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

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

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

Sincerely,

Chester County Wastewater Recovery


Phillip A. Thompson-King
Executive Director

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



Solving the water needs of tomorrow, today.

WATER AVAILABILITY REQUEST FORM (For Informational Purposes)

Date: 08/24/2021

A. Owner/Developer: [Redacted]

Phone# [Redacted]

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

E-mail [Redacted]

Owner Engineer: The Isaacs Group - Benji Layman

Phone# (7) [Redacted]

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

E-mail [Redacted]

B. Development/Project Name: Hicklin Property Development

Development/Project Location: Gaston Farm Road at Lyle Rd

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

C. Type of Development

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

Type of Business: _____ Number of Units: 750

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

District Use Only

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

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

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

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

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



FIRE HYDRANT FLOW TESTING FORM

Completed by: TCausey JHinson

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



June 3, 2022
Allison Love, AICP
District 4, SCDOT

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

Dear Ms. Love

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

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

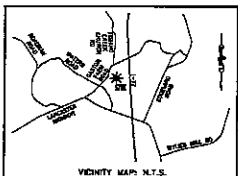
Home Office:
119 Brookstown Ave, Suite PH1
Winston-Salem, NC 27101
Main: 336.744.1636; Fax: 336.458.9377

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

Serving the Southeast since 2002

HICKLIN SUBDIVISION

CHESTER COUNTY, SOUTH CAROLINA



DEVELOPMENT DATA

PROPOSED ZONING: PD
 JURISDICTION: CHESTER COUNTY
 TAX PARCEL: 116-00-00-010-000, 116-00-00-008-000
 FULL LOT WITH SHOW: 80 FT
 FRONT SETBACK: 30 FT
 SIDE YARD: 10 FT
 REAR YARD: 30 FT
 DISTANCE FROM ADJACENT PROPERTY: 20 FT
 TOTAL SETBACKS: 20 FT
 AREA TO BE REZONED: 128.5 ACRES
 TOTAL NUMBER OF LOTS: 400 (200 SINGLE UNIT AND 200 VILLAGE)
 PROPOSED LOTS: 400
 MAX. LOT AREA: 3.21 ACRES
 G.A.S. NUMBER: 100-10-00-000
 G.A.S. PREVIOUS: 100-10-00-000
 PUBLIC UTILITIES AND SERVICES: PUBLIC UTILITIES AND SERVICES

LEGEND

70' SIDE LOTS
 NOT INCLUDED IN THIS REZONING
 PROPOSED MAP

ARCHITECTURAL STANDARDS

- THE BOUNDARY HEIGHT OF ANY BUILDING CONSTRUCTED ON THE SITE SHALL BE AS SET BY THE ZONING ORDINANCE.
- THE PRIMARY EXTERIOR FINISHING MATERIAL FOR THE SINGLE FAMILY ATTACHED OVERLAND UNITS CONSTRUCTED ON THE SITE SHALL BE A COMBINATION OF STONE OR BRICK, CONCRETE, STUCCO AND COMBINATION THEREOF. STONE, BRICK AND CONCRETE SHALL BE USED IN THE FOLLOWING MANNER:
- STAIRS, DECKS OR PORCHES MAY BE USED AS AN EXTERIOR FINISHING MATERIAL ON THE SINGLE FAMILY ATTACHED OVERLAND UNITS CONSTRUCTED ON THE SITE. STAIRS, DECKS OR PORCHES SHALL BE FINISHED WITH STONE, BRICK, CONCRETE, STUCCO OR COMBINATION THEREOF. STAIRS, DECKS OR PORCHES SHALL BE USED IN THE MANNER AND COLOR SET BY THE ZONING ORDINANCE.
- THE SINGLE FAMILY ATTACHED OVERLAND UNITS SHALL HAVE DUAL TRANOMENTS.
- THE ARCHITECTURAL FINISHING MATERIALS SHALL BE AS SET BY THE ZONING ORDINANCE.
- EACH SINGLE FAMILY ATTACHED DWELLING UNIT CONSTRUCTED ON THE SITE SHALL HAVE A DRIVEWAY.

DEVELOPMENT NOTES

1. ALL LOTS TO BE SERVED WITH WATER AND SEWER.
 2. MAJOR AND MINOR CONSTRUCTION PLANS SHALL BE APPROVED, REVIEWED, AND APPROVED BY THE RELEVANT AGENCIES.
 3. THE SITE SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL GOVERNMENT REGULATIONS.

STORMWATER AND EROSION CONTROL

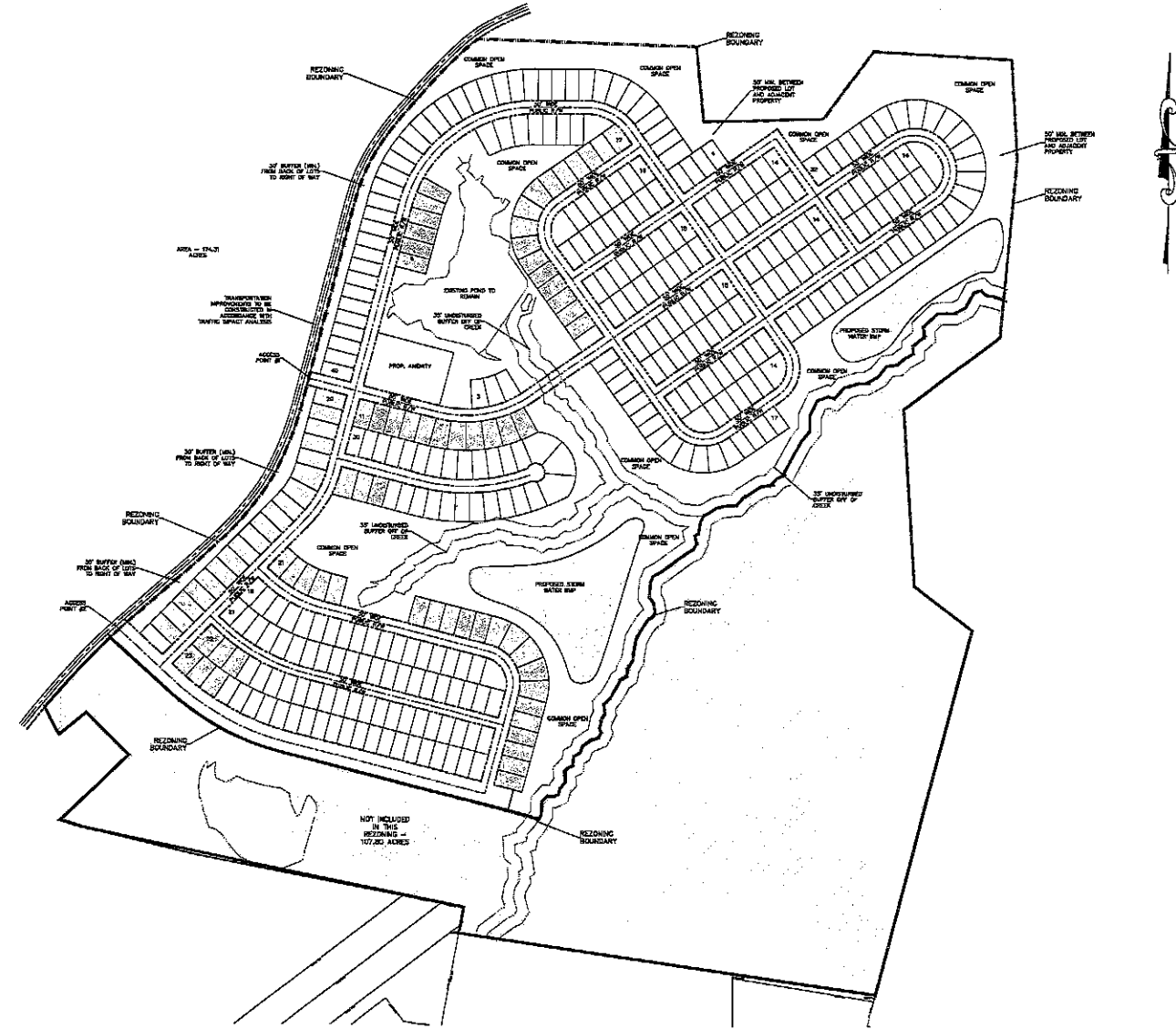
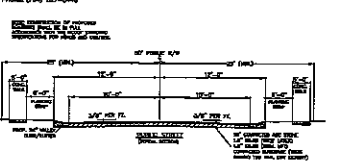
- THE SITE SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL GOVERNMENT REGULATIONS.
- EACH LOT SHALL HAVE A DRIVEWAY AND 20' UNOBSTRUCTED DRIVEWAY FOR PARKING.
- SURFACE PARKING SHALL BE PROVIDED AT ANCHORAGE AREAS/SPACES AROUND THE SITE.

LANDSCAPING

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

CONTACT INFORMATION

CHESTER COUNTY ENGINEER
 ADDRESS: 1120 EAST WASHINGTON STREET, CHESTER, SC 29523
 PHONE: (803) 769-1000 EMAIL: CHESTER@CHESTERCOUNTYSC.GOV
 ENGINEER: TERRY HENNING
 CONTACT: TERRY HENNING (803) 769-1000
 ADDRESS: 207 W. 10TH STREET, SUITE 1000, CHESTER, SC 29523
 PHONE: (803) 769-1000
 CIVIL ENGINEER/SURVEYOR: THE SHAW GROUP, P.C.
 CONTACT: BRYAN LAYMAN (803) 769-1000
 ADDRESS: 800 THE PLAZA, SUITE 400, CHESTER, SC 29527
 PHONE: (803) 769-1000



PRELIMINARY FOR REVIEW PURPOSES ONLY

HICKLIN SUBDIVISION
 CHESTER COUNTY, SOUTH CAROLINA

SITE PLAN

PREPARED BY: ISAACS
 DATE: 10/20/2020
 SCALE: AS SHOWN
 PROJECT NO.: RZ1.0



NO.	BY	DATE	REVISION



FIGURE 2A
SITE LOCATION MAP

SITE INDICATOR





FIGURE 2B
VICINITY MAP

STUDY INTERSECTIONS
 EXISTING ●
 PROPOSED ●



Chester County Planning Commission Meeting August 16th, 2022

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

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

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

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

RECITALS

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

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

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

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

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

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

ARTICLE I GENERAL

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

Section 1.02. Definitions.

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

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

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

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

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

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

Section 1.06. Development Program.

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

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

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

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

applicable state law.

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

Section 2.02. Representations and Warranties of Developer.

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

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

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

ARTICLE III DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

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

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

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

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

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

ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.02. Other Charges or Fees.

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

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

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

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

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

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

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

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

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

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

ARTICLE V MISCELLANEOUS

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

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

With a Copy to (does not constitute notice):

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

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

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

Section 5.02. Amendments.

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

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

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

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

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

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 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]

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

WITNESSES:

Name:

Name:

DEVELOPER:

DRB GROUP

A Delaware Corporation

By:

Its:

STATE OF _____)

COUNTY OF _____)

ACKNOWLEDGMENT

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

Dated: _____

Notary Public for the State of _____

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A
PROPERTY DESCRIPTION

[TO BE COMPLETED PRIOR TO EXECUTION]

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

EXHIBIT B
DEVELOPMENT PROGRAM

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

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

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

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

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

MODIFIED MINIMUM DIMENSIONAL STANDARDS*

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

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

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

2.25 units	Per acre

7. *Residential Section – Site Layout and Architecture*

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

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

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

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

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

EXHIBIT C
DEVELOPMENT SCHEDULE

[TO BE COMPLETED PRIOR TO EXECUTION]

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

DRAFT

EXHIBIT D
REQUIRED INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT E
LAWS AND LAND DEVELOPMENT REGULATIONS

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Property Owner:

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

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

Sworn to before me this _____
day of _____, 20____

Notary Public for _____
County, State of _____

(Witness #1 sign here)

My Commission Expires: _____

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]



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

Zoning Map Amendment (Rezoning) Application

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

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

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

Please give your reason for this rezoning request:

To provide 400 single family lots in a master planned community

Copy of plat must be presented with the application request

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

Property Address Information

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

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

PLEASE PRINT:

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

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

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

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

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

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

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

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

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

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

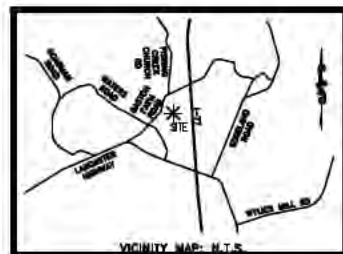
The development will have an HOA and will have covenants. This will provide direction on all easement information as well as maintenance responsibilities for common open space as well as maintenance for storm water ponds. The covenants will be recorded to assure compliance.

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

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

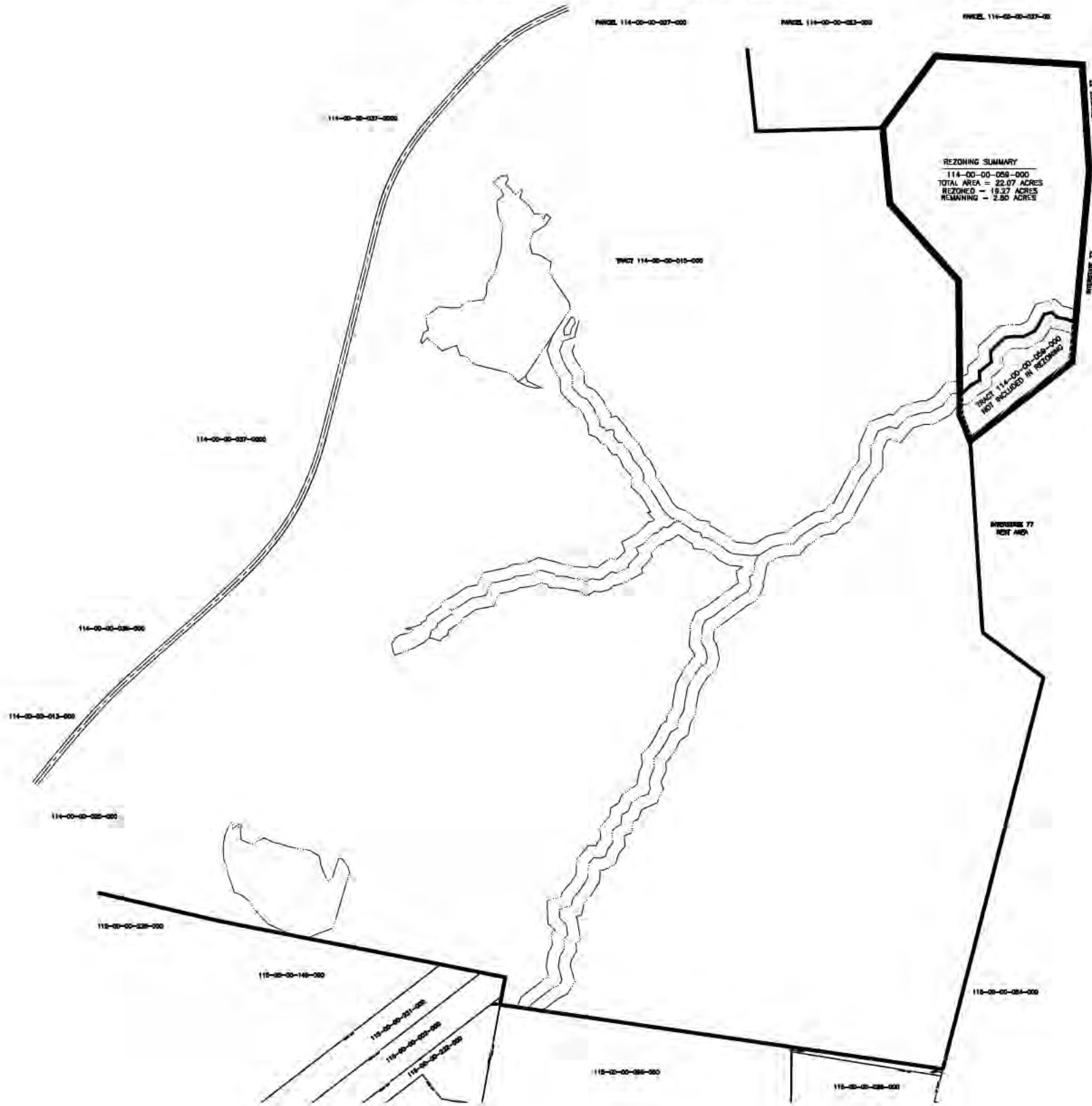
HICKLIN SUBDIVISION

CHESTER COUNTY, SOUTH CAROLINA

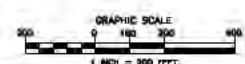


DEVELOPMENT DATA
 PROPOSED ZONING: PD
 COUNTY: CHESTER COUNTY
 TAX PARCEL: 114-00-00-059-000

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



PRELIMINARY
 FOR REVIEW PURPOSES ONLY



NO.	BY	DATE	REVISION

HICKLIN SUBDIVISION
 CHESTER COUNTY, SOUTH CAROLINA

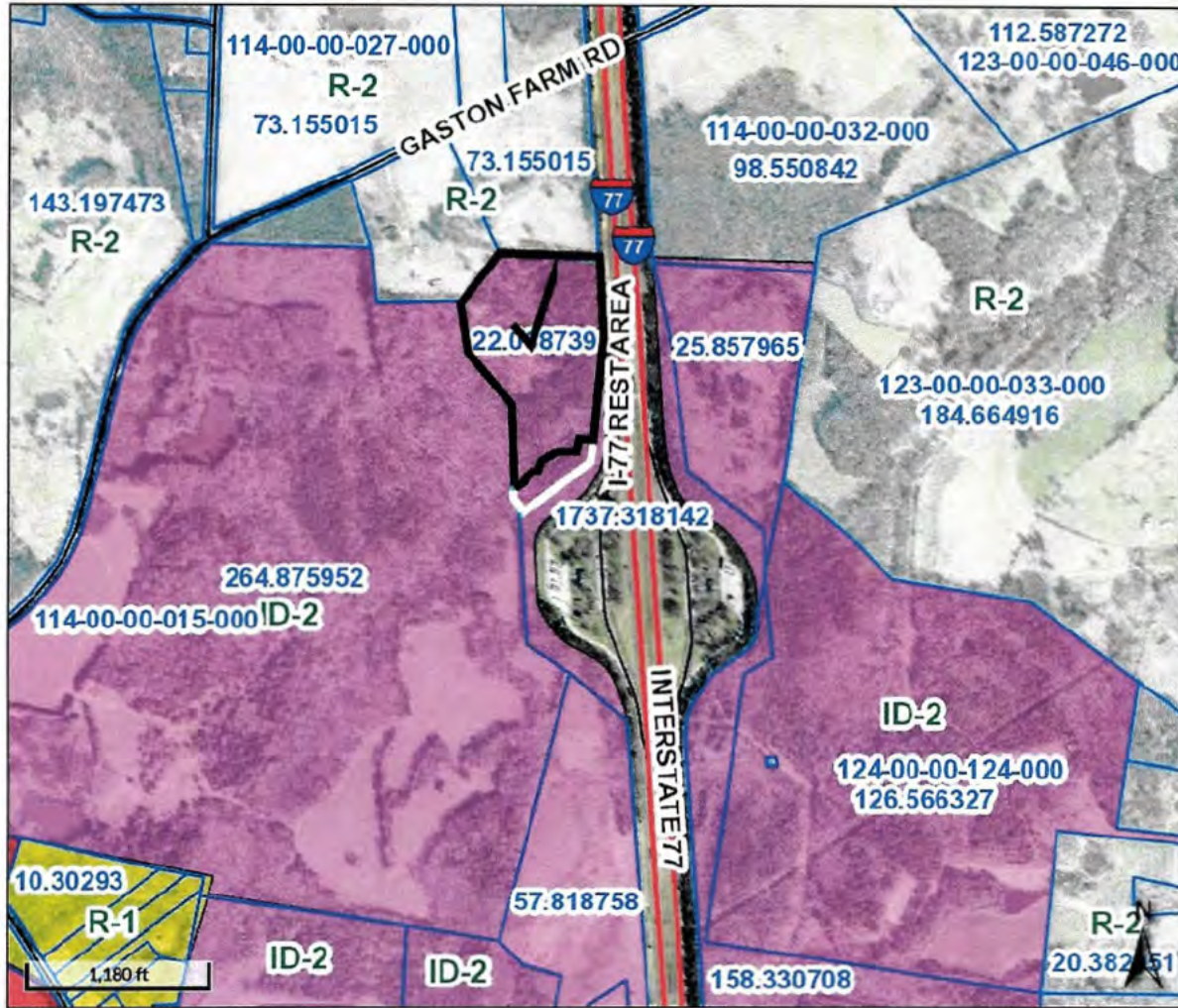
REZONING #2
TRACT 114-00-00-059-000

Prep. By: JLS
 Date: 12/01
 Drawn By: JLS
 Date: 1/02

ISAACS
 CIVIL ENGINEERING DESIGN AND SURVEYING

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

R22.0



Overview



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

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

Developed by  **Schneider**
 GEOSPATIAL

Hello,

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

Thank you,

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



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



VIA Electronic Mail

May 5, 2022

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

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

To Whom It May Concern:

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

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

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

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

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

Sincerely,

Chester County Wastewater Recovery


Phillip A. Thompson-King
Executive Director

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



Solving the water needs of tomorrow. today.

WATER AVAILABILITY REQUEST FORM (For Informational Purposes)

Date: 08/24/2021

A. Owner/Developer: DRB Group - Chris Robusto

Phone# [REDACTED]

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

E-mail crobusto@drbgroup.com

Owner Engineer: The Isaacs Group - [REDACTED]

Phone# [REDACTED]

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

E-mail [REDACTED]

B. Development/Project Name: Hicklin Property Development

Development/Project Location: Gaston Farm Road at Lyle Rd

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

C. Type of Development

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

Type of Business: _____ Number of Units: 750

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

District Use Only

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

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

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

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

Approved By: *Andrew Little* Date: 08/24/2021
District Engineer



FIRE HYDRANT FLOW TESTING FORM

Completed by: TCausey JHinson

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



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

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

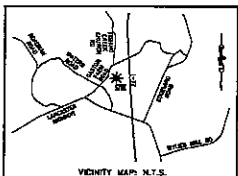
Dear Ms. Love

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

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

HICKLIN SUBDIVISION

CHESTER COUNTY, SOUTH CAROLINA



DEVELOPMENT DATA

PROPOSED ZONING: R2
 COUNTY: CHESTER COUNTY
 TAX MAPS: 115-00-010-000, 114-00-00-00A-00B
 FULL LOT WITH SHOW: 80 FT.
 FRONT SETBACK: 30 FT.
 SIDE YARD: 5 FT.
 REAR YARD: 30 FT.
 DISTANCE FROM ADJACENT PROPERTY: 20 FT.
 TOTAL SETBACKS: 55 FT.
 AREA TO BE REZONED: 238 ACRES
 TOTAL NUMBER OF LOTS: 400 (200 SINGLE UNIT AND 200 VILLAGE)
 PROPOSED LOTS: 400
 MAX. LOT AREA: 2.38 ACRES
 C.D.B. NUMBER: 100-00-00000
 C.D.B. PREVIOUS: 100-00-00000
 PUBLIC UTILITIES AND SERVICES: PUBLIC UTILITIES AND SERVICES

LEGEND

NOT IN LOTS
 NOT INCLUDED IN THIS REZONING
 PROPOSED MAP

ARCHITECTURAL STANDARDS

- THE BOUNDARY HEIGHT OF ANY BUILDING CONSTRUCTED ON THE SITE SHALL BE AS SET BY THE ZONING ORDINANCE.
- THE PRIMARY EXTERIOR FINISHING MATERIAL FOR THE SINGLE FAMILY ATTACHED OVERLAND UNITS CONSTRUCTED ON THE SITE SHALL BE A COMBINATION OF STONE OR BRICK, CONCRETE, STUCCO AND COMBINATION THEREOF. STONE, BRICK AND CONCRETE SHALL BE USED.
- RAVINE, SWP OR PONDAGE MAY BE USED AS AN EXTERIOR FINISHING MATERIAL FOR THE SINGLE FAMILY ATTACHED OVERLAND UNITS CONSTRUCTED ON THE SITE. THE FINISHING MATERIAL SHALL BE STONE, BRICK, CONCRETE, STUCCO AND COMBINATION THEREOF. STONE, BRICK AND CONCRETE SHALL BE USED IN THE FRONT AND SIDE YARDS.
- THE SINGLE FAMILY ATTACHED OVERLAND UNITS SHALL HAVE SLAB FOUNDATIONS.
- THE ACTUAL LOTS OF THE SINGLE FAMILY ATTACHED OVERLAND UNITS MAY VARY FROM THE IDEAL LOTS SHOWN ON THE REZONING PLAN.
- EACH SINGLE FAMILY ATTACHED DWELLING UNIT CONSTRUCTED ON THE SITE SHALL HAVE A DRIVEWAY.

DEVELOPMENT NOTES

1. ALL LOTS TO BE SERVED WITH WATER AND SEWER.
 2. MAJOR AND MINOR CONSTRUCTION PLANS SHALL BE APPROVED, REVIEWED, AND APPROVED BY THE RELEVANT STATE AGENCIES.

STORMWATER AND EROSION CONTROL

1. THE SITE SHALL COMPLY WITH ALL LOCAL, STATEMANT AND FEDERAL GOVERNMENT REGULATIONS.

FINISHING

1. EACH LOT SHALL HAVE A DRIVEWAY AND SWP UNOBTSTRUCTED DRIVEWAY FOR PARKING.
 2. SURFACE PARKING SHALL BE PROVIDED AT ANCHUTY APPEARANCE SPACE AROUND THE SITE.

LANDSCAPING

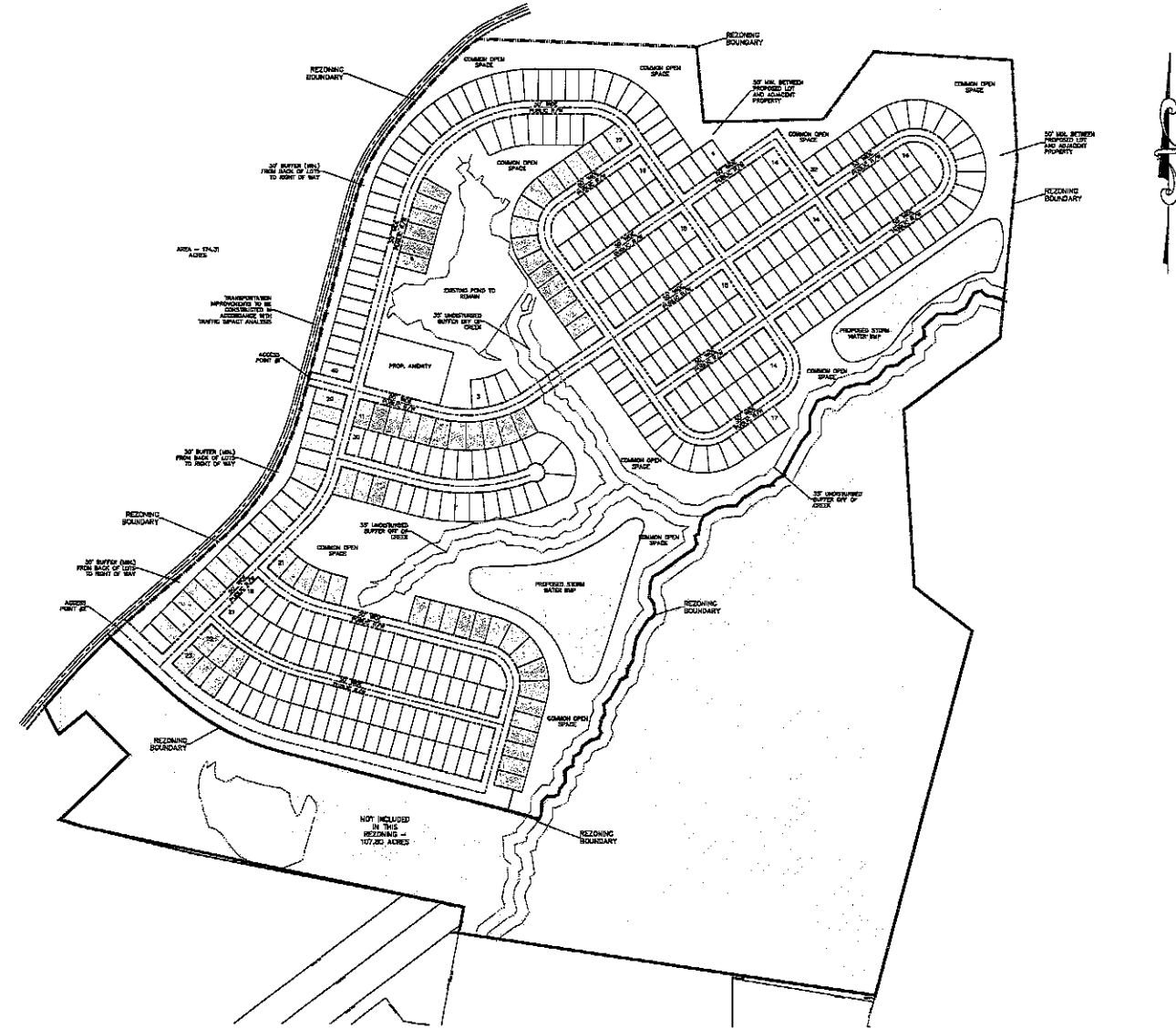
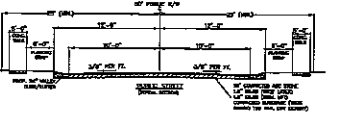
1. THE SITE SHALL COMPLY WITH ALL COUNTY LANDSCAPING REQUIREMENTS.

TRAFFIC/ROAD IMPROVEMENTS

1. TRANSPORTATION IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE TRAFFIC ANALYSIS STUDY SHALL BE DONE IN CONFORMANCE WITH THE SITE.

OWNER: THOMAS BROWN KELLEY
 ADDRESS: 1120 EAST WOODLAND DRIVE 2ND CHARLOTTE, NC 28203
 PHONE: 704-764-7000 EMAIL: THOMAS@BROWNKELLEY.COM
ENGINEER: TERRY HENNING
 ADDRESS: 1000 W. HENNING DRIVE CHARLOTTE, NC 28203
 PHONE: 704-764-7000
PLANNING: JERRY W. HENNING
 ADDRESS: 1000 W. HENNING DRIVE 1000 CHARLOTTE, NC 28203
 PHONE: 704-764-7000
PLANNING: JERRY W. HENNING
 ADDRESS: 1000 W. HENNING DRIVE 1000 CHARLOTTE, NC 28203
 PHONE: 704-764-7000

FOR INFORMATION OF APPROVED
 THE ENGINEER SHALL BE RESPONSIBLE FOR THE PLAN OF THE SITE.



PRELIMINARY FOR REVIEW PURPOSES ONLY

HICKLIN SUBDIVISION
 CHESTER COUNTY, SOUTH CAROLINA

SITE PLAN

DATE: 10/20/2020
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1" = 200'

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

RZ1.0



NO.	BY	DATE	REVISION



FIGURE 2A
SITE LOCATION MAP

SITE INDICATOR





FIGURE 2B
VICINITY MAP

STUDY INTERSECTIONS
 EXISTING
 PROPOSED



Chester County Planning Commission Meeting August 16th, 2022

CCMA22-21 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

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]

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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.

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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]

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EXHIBIT D
REQUIRED INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT E
LAWS AND LAND DEVELOPMENT REGULATIONS

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

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 _____

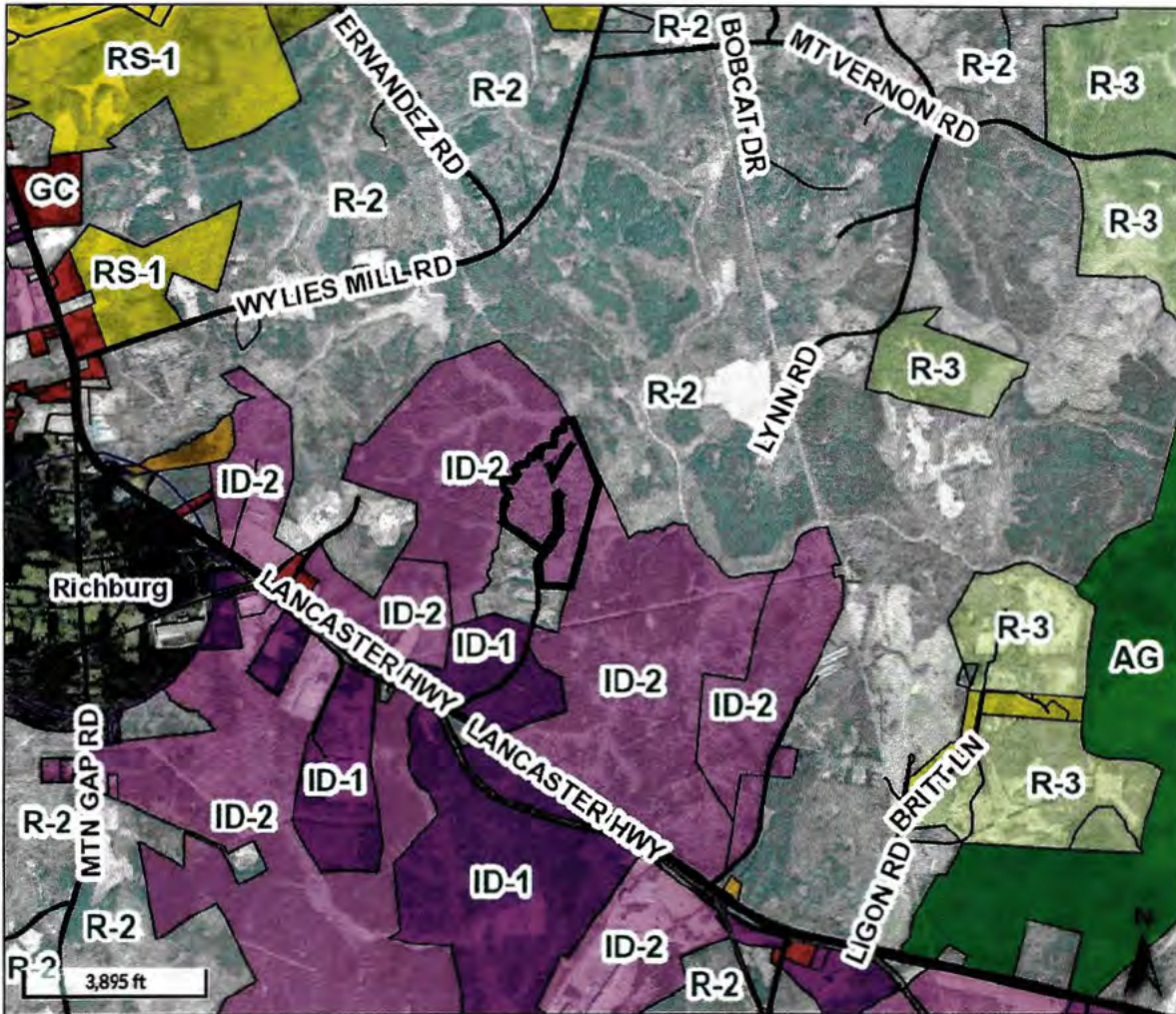
Owner(s) if other than applicant(s): Richburg Magn oads, L LC
 Address: P.O. Box 1107, Lancaster, SC 29721
 Telephone: _____ cell N/A work N/A
 E-Mail Address: N/A

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		Acreege	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**

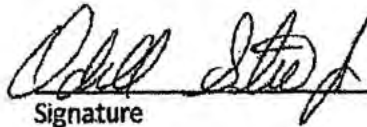
AGENT AUTHORIZATION

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:

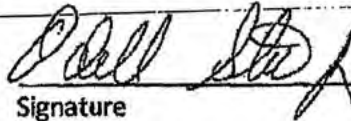
Tax Parcels: 135-00-00-019-00
135-00-00-020-00
135-00-00-032-00
136-00-00-042-000 (portion of equal to 9.45 acres)

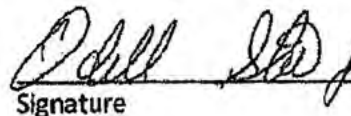
I/We hereby acknowledge Purchaser's intent to rezone to a Planned Development District consisting of single family residential and limited commercial development, subject to approval by the Chester County Council.

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:

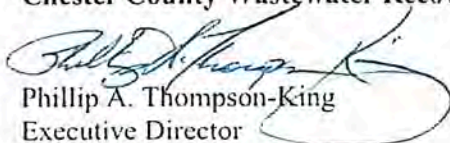
- 135-00-00-019-000 (majority of parcel);
- 135-00-00-020-000 (portion of parcel); and
- 136-00-00-042-000 (portion of parcel).

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


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.

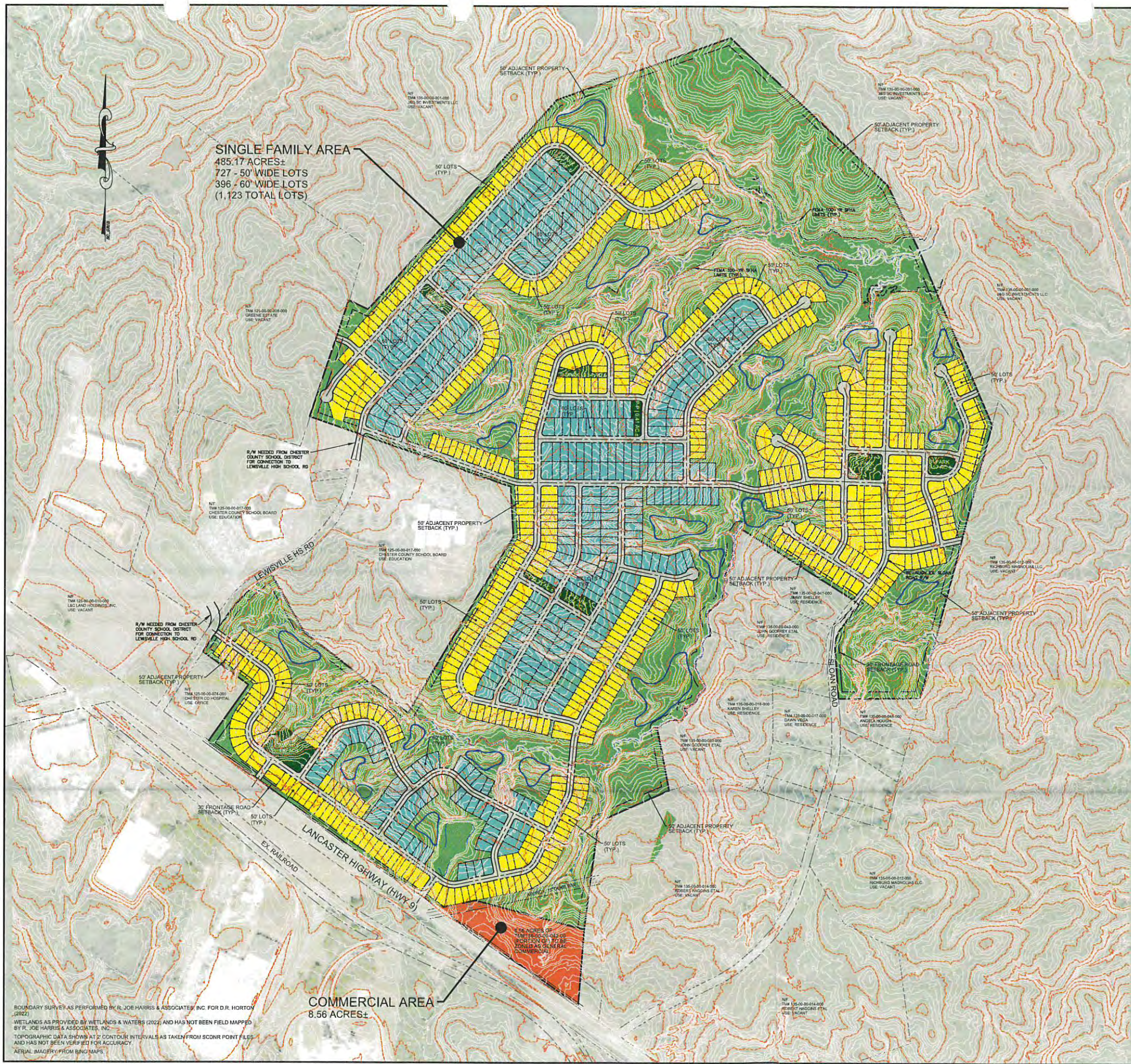
13. Such other information as may be appropriate for Planning Commission review:

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:

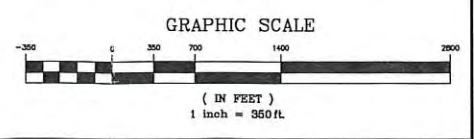
- MIN. LOT WIDTH: 100 FT.
- MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
- SETBACKS/YARDS: ROAD SETBACK - 30 FT.
 SIDE YARD - 20 FT. (RESIDENTIAL)
 - 10 FT. (ALL OTHERS)
 REAR YARD - 20 FT.

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

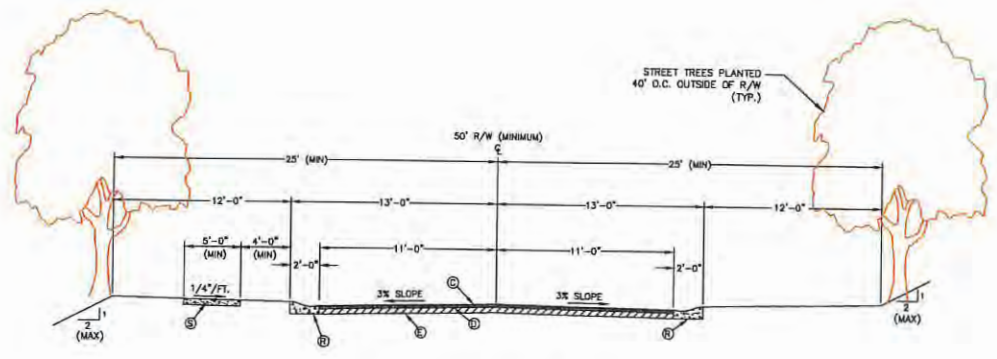
Client
D.R. HORTON, INC.
 8025 ARROWRIDGE BOULEVARD
 CHARLOTTE, NORTH CAROLINA 28273
 P: 704-377-2006

Project:
**MAGNOLIA TRACE
 PLANNED DEVELOPMENT**

Drawing Title:
**PD REZONING
 MASTER PLAN**

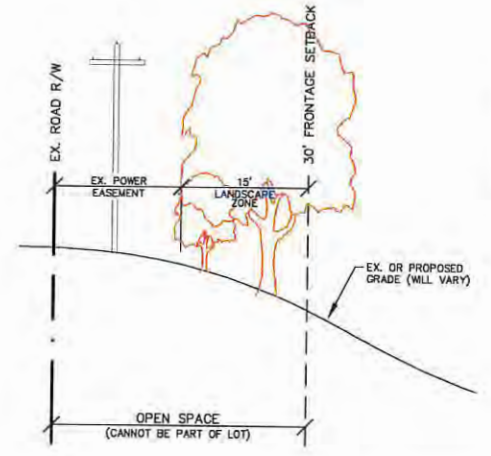
Project No. 5084-Magnolia Richburg	Drawing No. RZ-1
DWG File Name: Magnolia Richburg PD Rezone	

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 SCGNR POINT FILES AND HAS NOT BEEN VERIFIED FOR ACCURACY
 AERIAL IMAGERY FROM BING MAPS



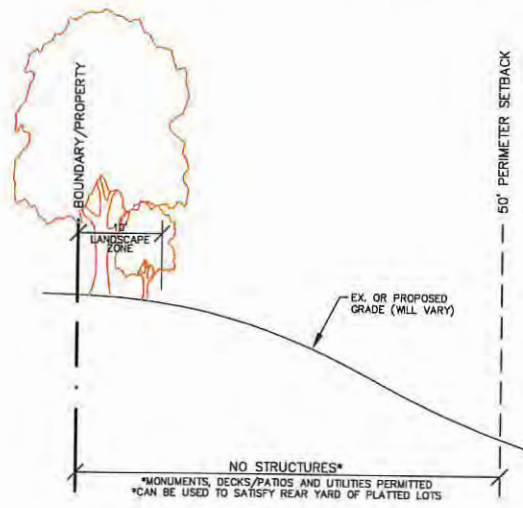
LOCAL RESIDENTIAL STREET

- 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 8" 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 GRABBED 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 CLARED/GRADED ONE LARGE MATURING TREE OR EVERGREEN TREE SHALL BE PLANTED AT 50-FT ON-CENTER FROM 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
5/28/22	Submitted to Chester County	1
5/13/22	Revised per New Guidance for Files	2

Know what's below. Call before you dig.

Engineer:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1104 Remondino Boulevard, Suite 100, York, PA 17403-1000 Phone: 717.833.1100

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
<p>FOR REZONING ONLY</p> <p>NOT FOR CONSTRUCTION</p>	

Project Manager	Drawn
-	B. Pridemore
Department Manager	Checked
-	-
Print/Plot Date	
June 10, 2022	
Client	
<p>D.R. HORTON, INC. 8025 ARROWRIDGE BOULEVARD CHARLOTTE, NORTH CAROLINA 28273 P: 704-377-2006</p>	
Project:	
<p>MAGNOLIA TRACE PLANNED DEVELOPMENT</p>	
Drawing Title:	
<p>PD REZONING TECHNICAL DATA SHEET</p>	
Project No.	Drawing No.
5084-Magnolia Richburg	
DWG File Name:	
Magnolia Richburg PD Rezona	RZ-2

Chester County Planning Commission Minutes

April 18, 2023

CCMA23-04 Robert L. Reid III request Tax Map #123-00-00-088-000 at 3458 Hernandez Rd, Richburg, SC 29729 to be rezoned from Limited Commercial District (LC) to General Commercial District (GC).

Robert Reed stated he's the owner of Blue Blast Equipment Sales and lives at 3458 Hernandez Rd. So, let me read this. This is from Gavin Owen. He's my commercial insurance agent. And he says given the NAICS code 423820 Farm and Garden machinery for your business insurance general commercial zoning would be applicable to the property in which you conduct business from.

Chairman Raines asked you currently have a business there?

Mr. Reed stated Yes, sir. So, I'm currently zoned limited commercial, which allows for retail sales and allows for used merchandise that according to something that I'm not aware of or wasn't previously aware of is your zone according to how you're insured.

Chairman Raines stated maybe insured by your zone.

Mr. Reed stated I'll tell you a little bit about my business. I still have a small business. I like the area, got my business in this area, and my business has continued to grow. And we're at a point where we want to expand and we want to stay here in Chester County, and I'm being told that I need to be zoned general commercial.

Chairman Raines asked if he was affiliated with any kind of dealership?

Mr. Reed stated absolutely no. We did around \$7 million in revenue last year.

Chairman Raines asked so you basically refurb equipment and resell.

Mr. Reed said yes sir.

Chairman Raines stated your access is off Hernandez Rd and you're not planning on changing to the physical layout and to make a more formal looking business.

Mr. Reed answered yes sir.

Chairman Raines stated let the record reflect that Mr. Hough is now present. Also told Mr. Hough that they just spoke to the first applicant and were going to see if there were any public comments.

Chairman Raines stated that I think since there's already a business there, I don't really see a need for reverter clause. We're not changing the zoning from agricultural to GC or anything like that.

Commissioner Grant motioned to approve, second by Commissioner Walley. Vote 7-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 4-18-23 Case # CCMA23-04 Invoice # 6308

The applicant hereby requests that the property described to be rezoned from LC to GC

Please give your reason for this rezoning request:

Interested in being Kioti tractor dealer in this area and
need NAICS code 423820

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 423820

Property Address Information

Property address: 3458 Hernandez Rd Richburg SC 29729
 Tax Map Number: 123-00-00-088-000 Acres: _____

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

PLEASE PRINT:

Applicant (s): Robert L Reid III
 Address 3458 Hernandez Rd Richburg SC
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

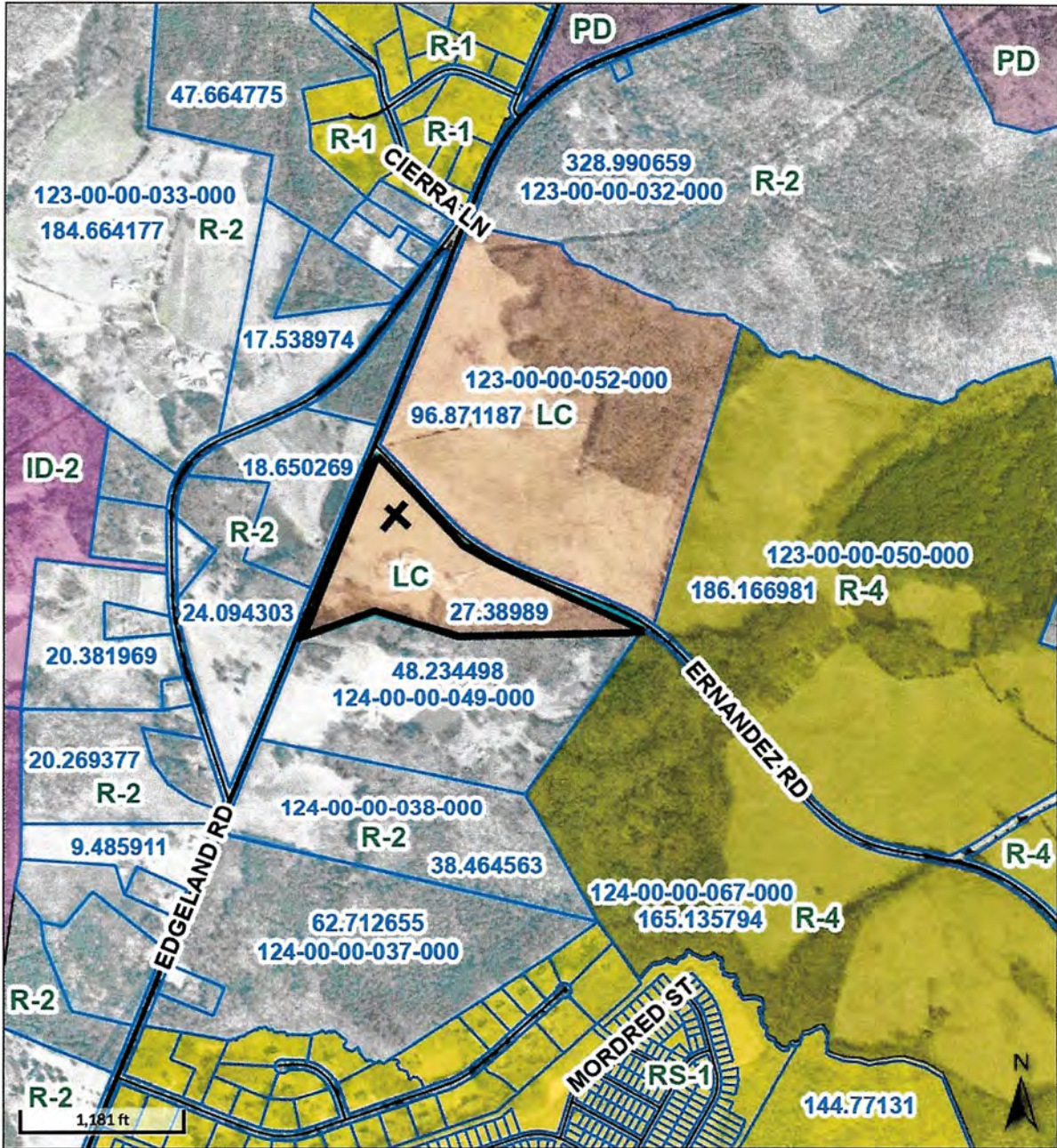
Owner(s) if other than applicant(s): _____
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

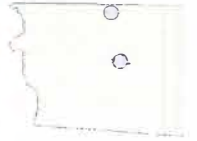
Owner's signature: [Signature] Date: 3/2/2023

Applicant signature: [Signature] Date: 3/2/2023

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

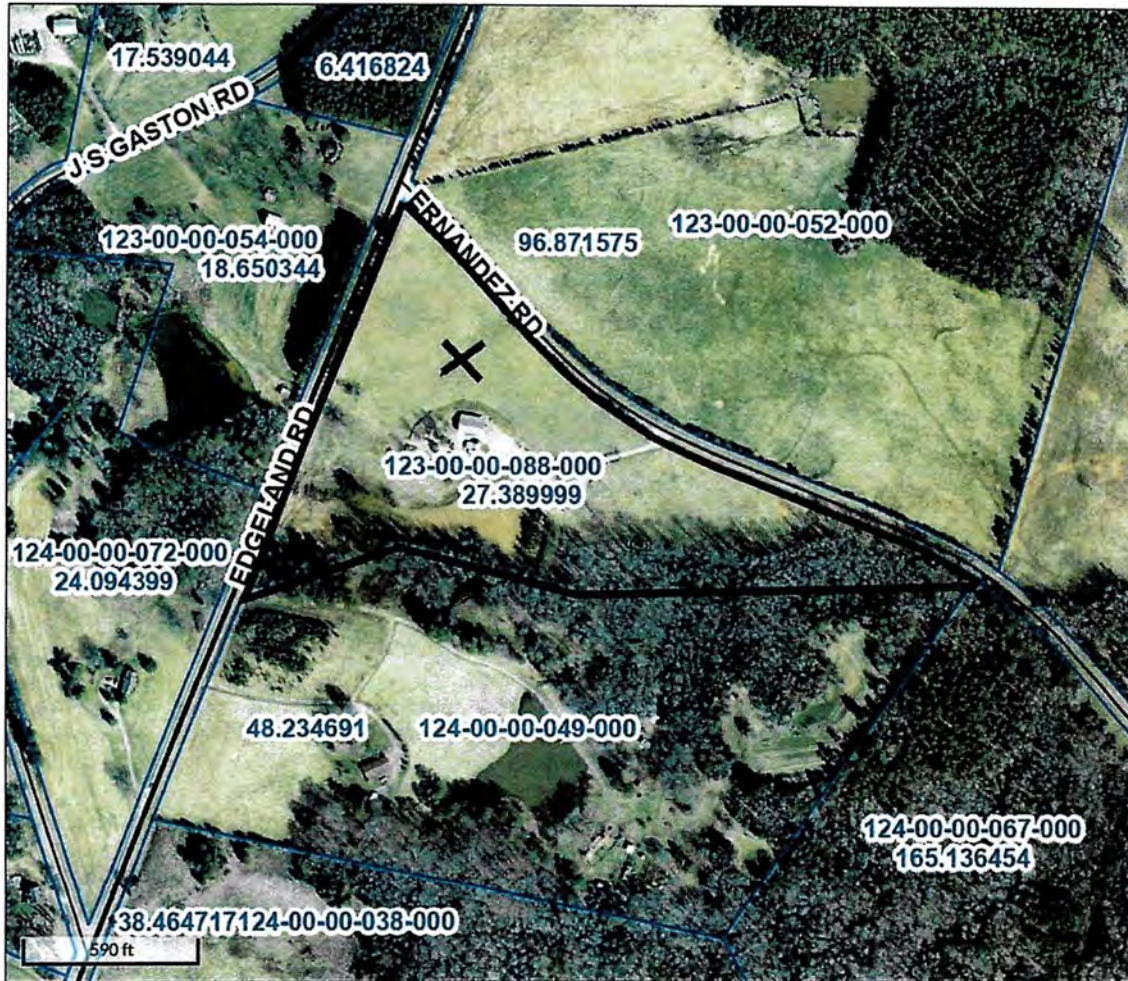


Overview



Parcel ID	123-00-00-088-000	Alternate ID	n/a	Owner Address	REID ROBERT L III-SURVIVORSHIP
Sec/Twp/Rng	n/a	Class	LA		REID ALLISON MORGAN-SURVIVORSH
Property Address	3458 ERNANDEZ RD	Acreeage	27.39		105 E LOCKMAN STREET
					FORT MILL SC 29715
District	03				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)



Overview



Parcel ID	123-00-00-088-000	Alternate ID	n/a	Owner Address	REID ROBERT L III-SURVIVORSHIP
Sec/Twp/Rng	n/a	Class	LA		REID ALLISON MORGAN-SURVIVORSH
Property Address	3458 ERNANDEZ RD	Acreage	27.39		105 E LOCKMAN STREET
					FORT MILL SC 29715

District 03
 Brief Tax Description n/a
 (Note: Not to be used on legal documents)

Date created: 3/2/2023
 Last Data Uploaded: 3/2/2023 6:43:36 AM

Developed by  Schneider
 GEOSPATIAL



Next Year (2024) Changes

Search Options

Map Number Real History Year

Name 1 [Other Map Number](#)

Alerts

Has Additional Comments

Owner Information

Post Initials Reason for Change

Name 2 Activity Date

Address 1 Land Value

Address 2 Building Value

Zip Code Total Market Value

Total Tax Value

Codes

District Fire Code LANDO

Town

Subdivision Neighborhood

Description Use Class

Legal

Location Street Number Street Name Suffix Direction

Additional Information

Appraisal Appeal Owner Occupied TIF

Agricultural Use Reappraisal Notice Base

Rollback Exempt Industrial Park ID

Chester County Planning Commission Minutes

April 18, 2023

CCMA23-05 Allison and Gerald Timmons request Tax Map #166-01-04-016-000 at 975 Jackson Rd, Fort Lawn, SC 29714 to be rezoned from Rural One District (R1) to Rural Two District (R2).

Gerald Timmons stated he lives at 1241 East Creek Road, Fort Lawn, South Carolina. We are requesting to change R-1 to R-2. The house has been demolished. There was a house there, you know old, I lived there in 1998. I moved in there and um I was 23 - 24 or something like that, and moved out and had a family. Got four boys now. My mom lived right beside me. My mom and dad, my sister and brother-in-law still live on East creek right across the street and on the backside of it. I don't see the problem when we're trying to put a new manufactured home there in the middle of a bunch of trailers, old trailers. I've got pictures of like the neighborhood if you want to see them. Like the house is directly beside me and around me on the road. I just don't see it have been a problem there and if you could change it, that'd be great. I can move on with our plans. I do have a building there already as a big size building is a 24 by 40 building on the back of the lot.

Chairman Raines stated if you look at the current zoning there's several properties in there that already are two is well around you.

Mr. Timmons stated there are several around me, that's R-2. I don't know that there is. I'm not gonna put it in the middle of a you know, \$300 per house neighborhood, you know, trying to put a manufactured home in it, and like I say I got the pictures. I don't know if you need to see them or not.

Commissioner Hough motioned to approve, second by Commissioner Williams. Vote 7-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 4-18-23 Case # CCMA23-05 Invoice # 6378

The applicant hereby requests that the property described to be rezoned from R1 to R2

Please give your reason for this rezoning request:

Would like to put manufactured home on family land. Would be on brick foundation with attached, covered porch. All homes around lot are trailers or mobile homes.

Copy of plat must be presented with the application request

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

Property Address Information

Property address: 915 Jackson Rd. Fort Lawn SC 29714

Tax Map Number: 1166-01-04-011e-000 Acres: .68

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

PLEASE PRINT:

Applicant (s): Gerald & Allison Timmons

Address 1241 Eastcreek Fort Lawn SC 29714

Telephone: _____ cell _____ work _____

E-Mail Address: _____

Owner(s) if other than applicant(s): _____

Address: _____

Telephone: _____ cell _____ work _____

E-Mail Address: _____

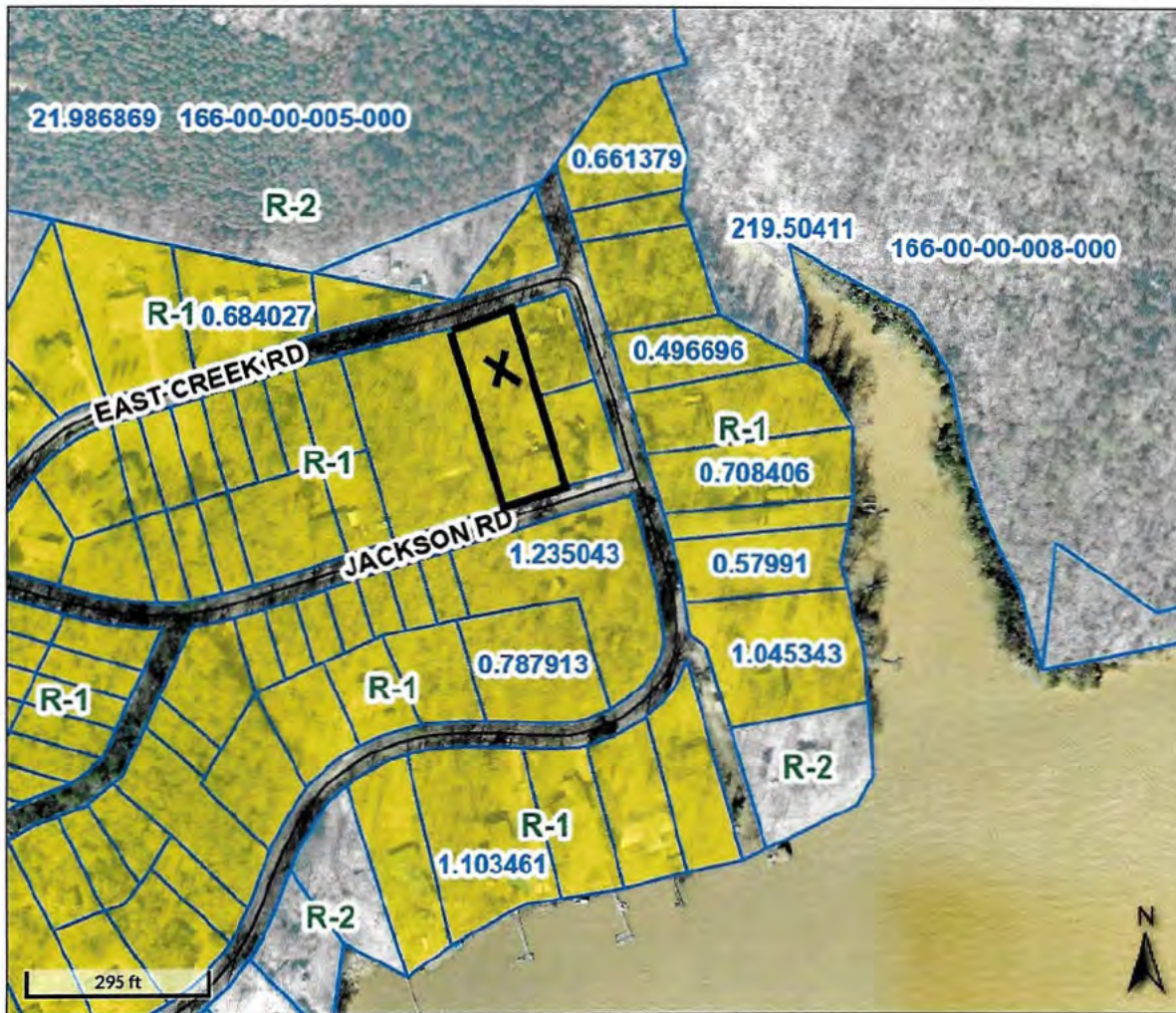
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 3/28/2023

Applicant signature: Allison Timmons Date: 3.28.2023

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

Overview



Parcel ID	166-01-04-016-000	Alternate ID	n/a	Owner Address	TIMMONS GERALD DEWAYNE
Sec/Twp/Rng	n/a	Class	RN		2151 CHICKASAW LOOP
Property Address	975 JACKSON RD	Acres	0.659		ROCK HILL SC 29732
District	05				
Brief Tax Description	JACKSON ROAD				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/19/2023
 Last Data Uploaded: 4/19/2023 3:07:37 AM

Developed by  **Schneider**
 GEOSPATIAL



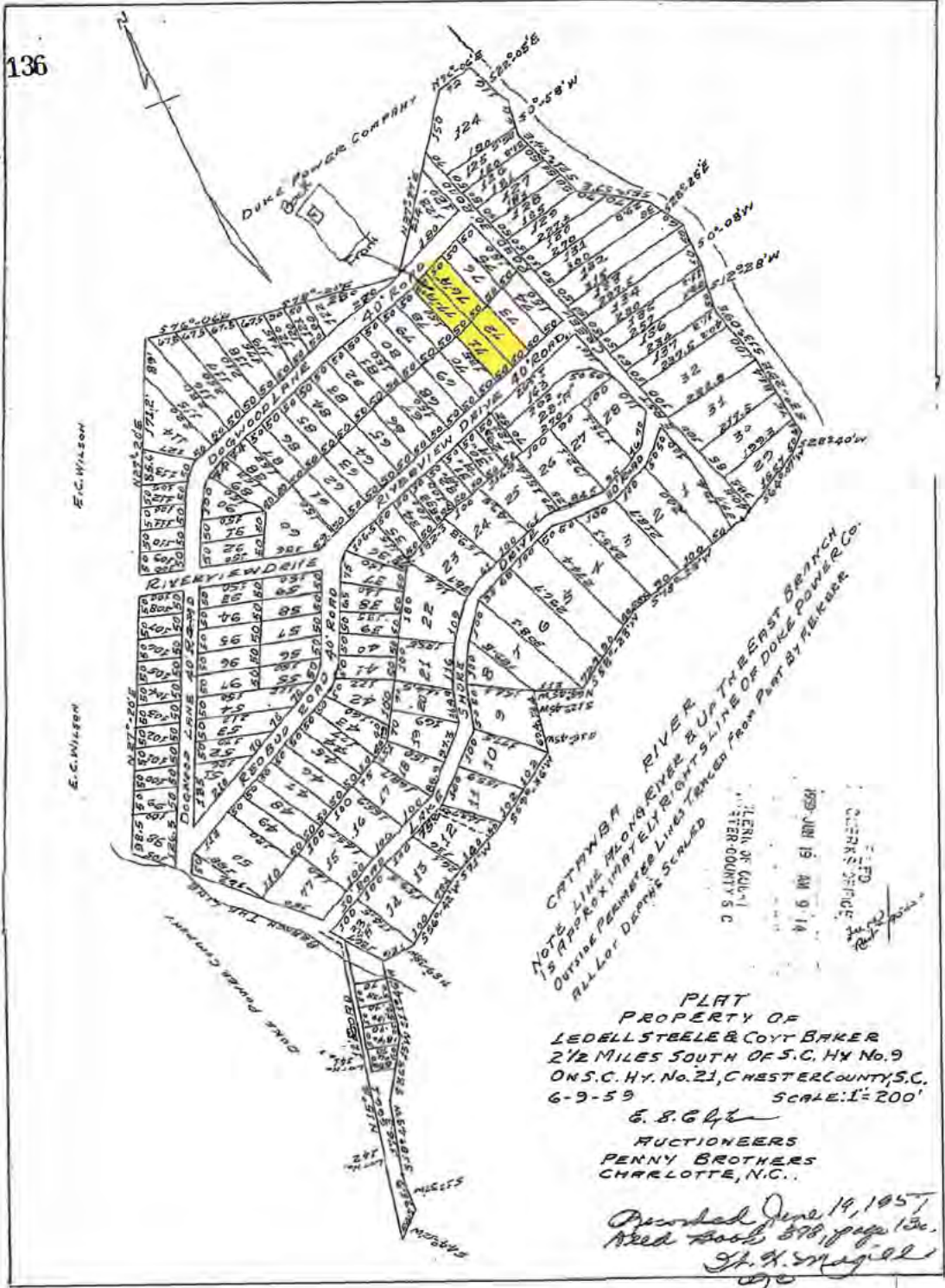
Overview



ParcelID	166-01-04-016-000	Alternate ID	n/a	Owner Address	TIMMONS GERALD DEWAYNE
Sec/Twp/Rng	n/a	Class	RN		2151 CHICKASAW LOOP
Property Address	975 JACKSON RD	Acreage	0.659		ROCK HILL SC 29732
District	05				
Brief Tax Description	JACKSON ROAD				
	(Note: Not to be used on legal documents)				

Date created: 3/20/2023
 Last Data Uploaded: 3/20/2023 3:45:26 AM

Developed by Schneider
 GEOSPATIAL



NOTE: LINE ALONG RIVER & UP THE EAST BRANCH IS APPROXIMATELY RIGHTS LINE OF DUKE POWER CO. OUTSIDE PERMITS & LINE TAKEN FROM PLAT BY HENNER. ALL LOT DEPTHS SCALED.

PLAT PROPERTY OF LEDELL STEELE & COYT BAKER 2 1/2 MILES SOUTH OF S.C. HY No. 9 ON S.C. HY. No. 21, CHESTER COUNTY, S.C. 6-9-59 SCALE: 1" = 200'

E. S. Galt AUCTIONEERS PENNY BROTHERS CHARLOTTE, N.C.

Recorded June 19, 1959, Book 578, page 136. J. H. Magill

Recorded June 19, 1959, Book 578, page 136. Ledell Steele Lancaster, S.C. June 19, '59

DEPARTMENT OF REVENUE
STATE OF SOUTH CAROLINA
RECORDS SECTION

Owner and Location

Next Year (2024) Changes

Search Options

Map Number Real History Year Alerts

Name 1 Other Map Number

Owner Information

Post Initials Reason for Change Activity Date

Name 2

Address 1 Land Value

Address 2 Building Value

Zip Code Total Market Value

Total Tax Value

Codes

District Fire Code FORT LAWN

Town Neighborhood RURAL 1

Subdivision Use Class

Description

Legal

Location

Street Number Street Name Suffix Direction

Additional Information

Appraisal Appeal Owner Occupied TIF

Agricultural Use Reappraisal Notice MCIP Base

Rollback Exempt Industrial Park ID

Scroll by: MAP#



Chester County, South Carolina

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

Date: June 5, 2023
To: County Council
From: Susan M. Cok
Subject: Approval of Bid – HVAC Unit & Installation

Chester County Council Members,

On May 2, 2023, the Purchasing Office and Gateway Conference Center issued RFP 2223-10. The bids were opened on May 24, 2023. We would like to award the bid to the lowest bidder Cudd Heating & Air, Inc out of Chester, SC in the amount of \$33,250.00.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement



Chester County, South Carolina

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

Date: June 5, 2023

To: County Council

From: Susan M. Cok

Subject: Approval of Bid – Enclosure – Richburg Fire Substation

Chester County Council Members,

On May 2, 2023, the Purchasing Office and Richburg Fire Substation issued RFP 2223-11. The bids were opened on May 24, 2023. We would like to award the bid to the lowest bidder Salem Builders out of Rock Hill, SC in the amount of \$38,340.00. This includes the Base Bid of \$36,400 + the Alternate of \$1,940.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement

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.

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: 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 165-00-00-066-000 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:

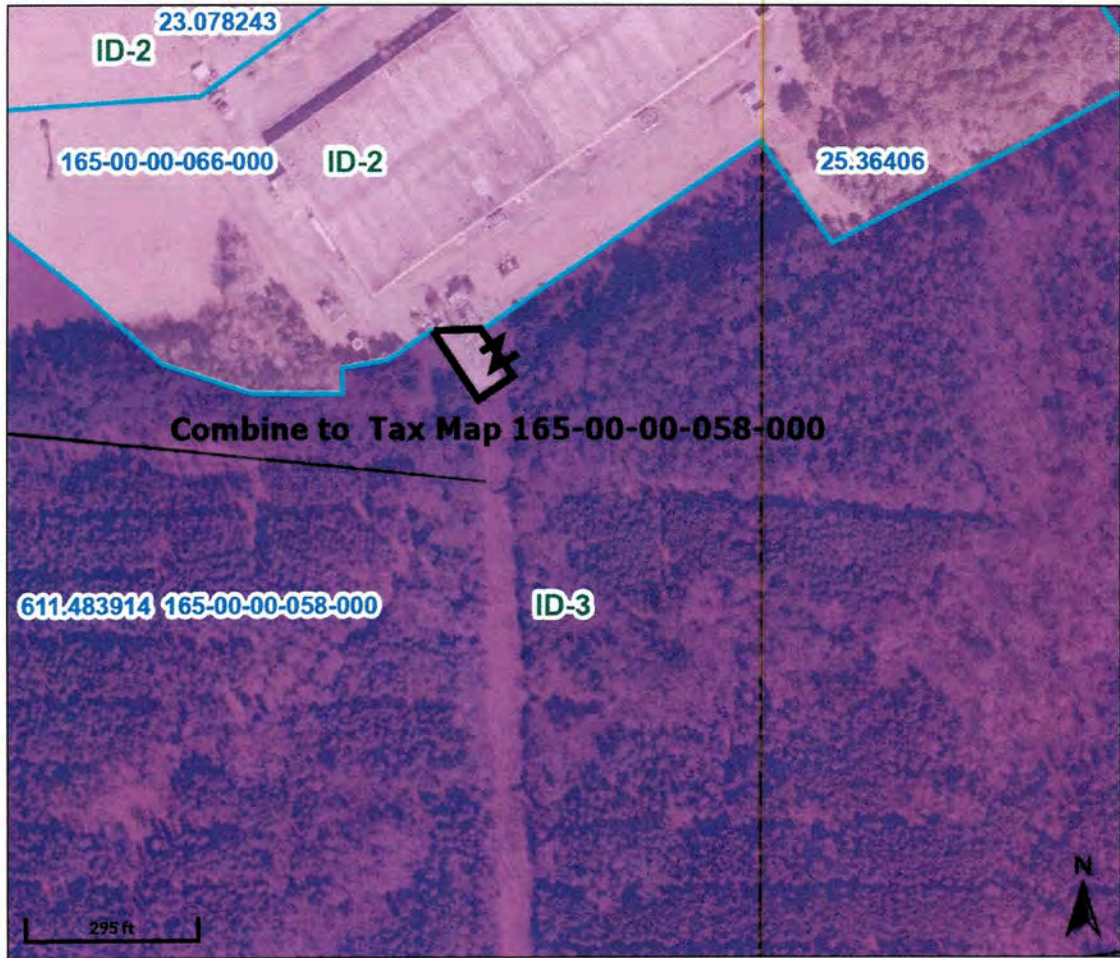
Applicant (s): E & J Gallo Winery, Attn: Andy Fusia
 Address 2386 Catawba River Road, Ft. Lawn SC 29714
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

Owner(s) if other than applicant(s): Springsteen-Frances, LLC
 Address: 1377 Broadcloth Street, Suite 205, Fort Mill SC 29715
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

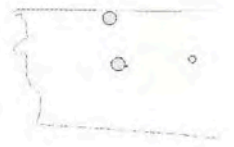
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

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.



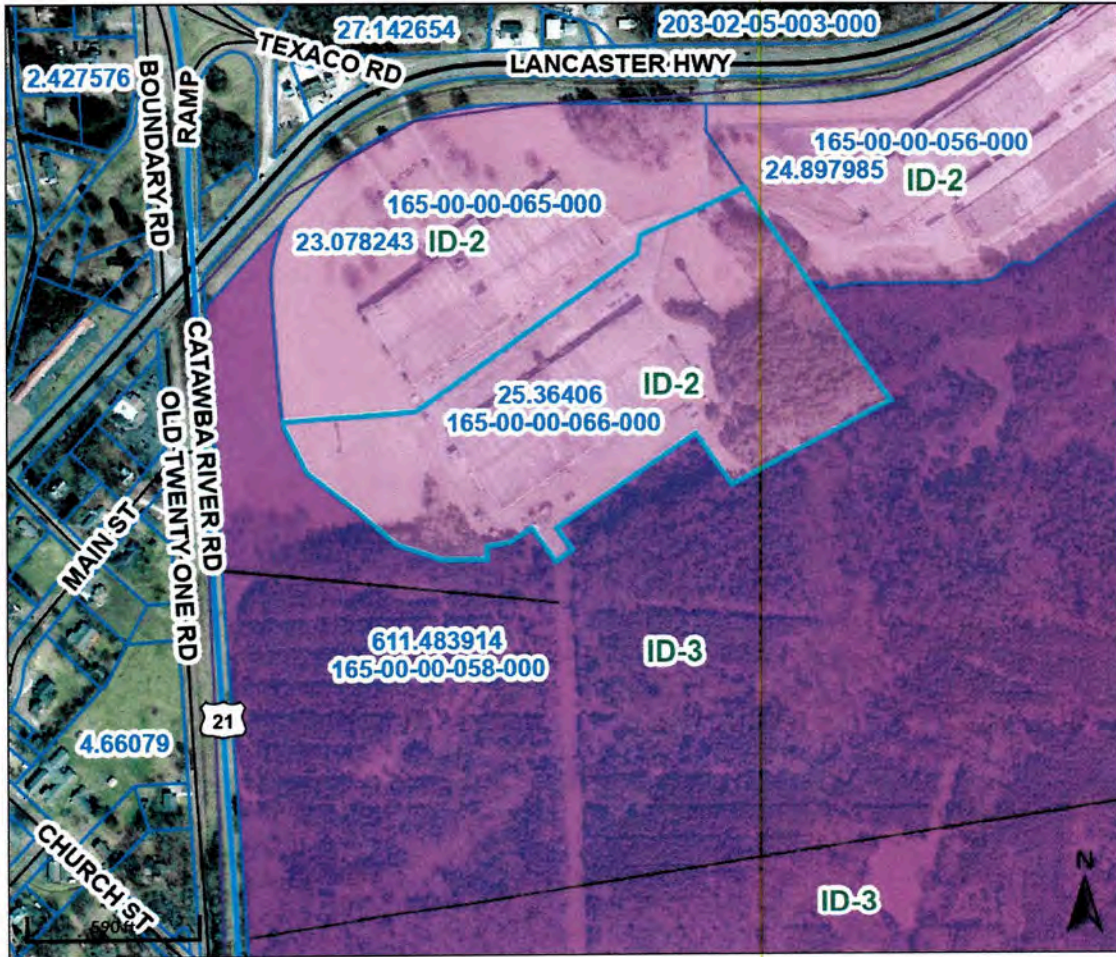
Overview



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	Acreege	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



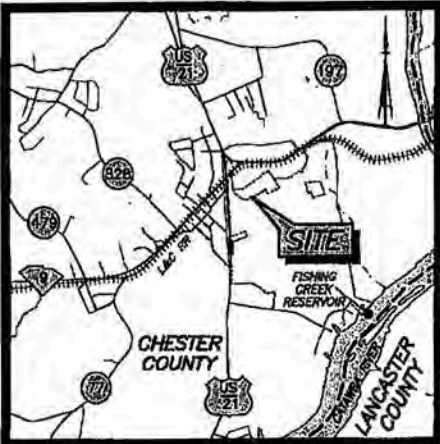
Overview



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'

GEODETTIC AND SC STATE GRID POINT DATA

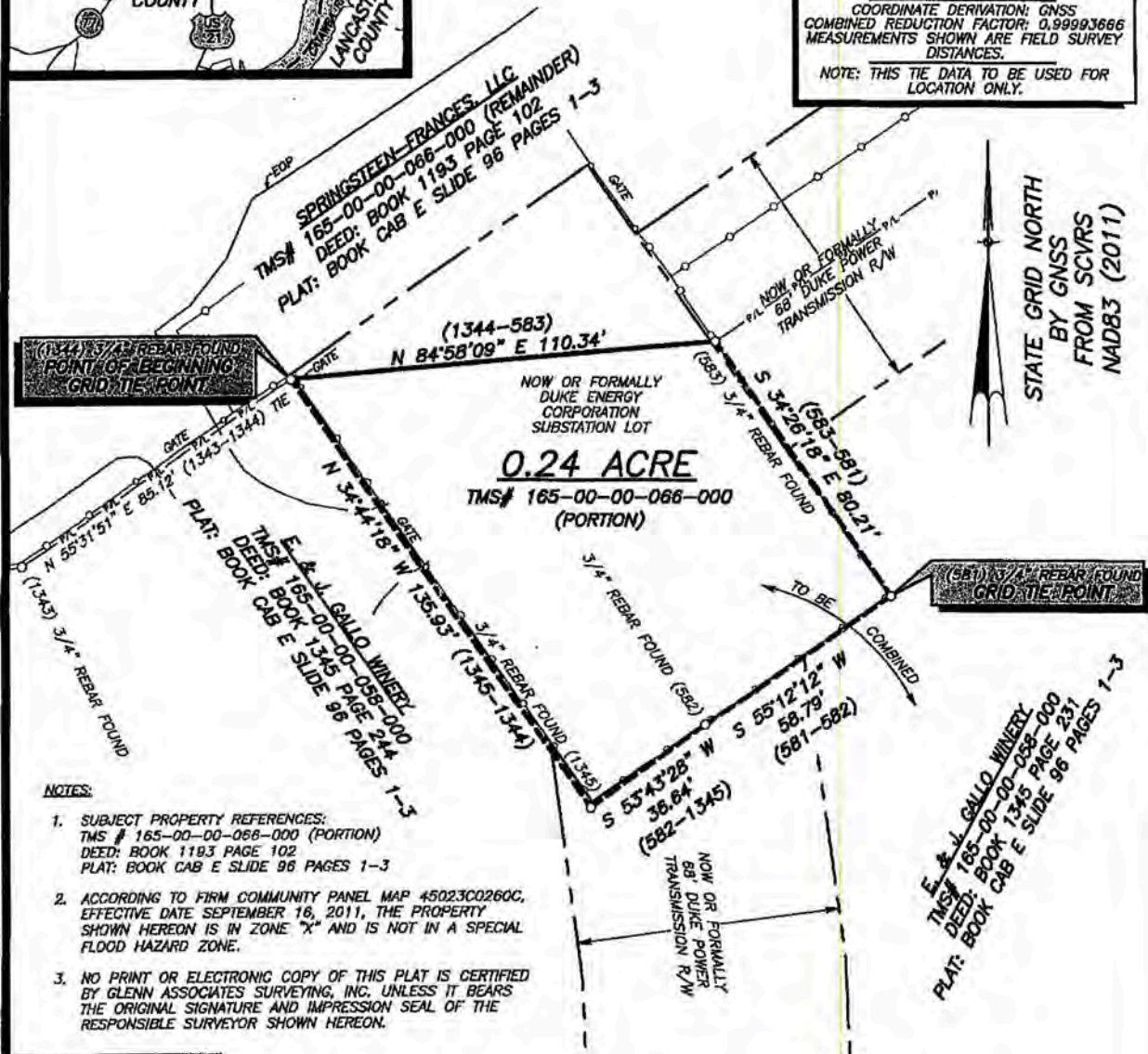
HORIZONTAL DATUM: NAD83 (2011)
VERTICAL DATUM: NAVD 88

POINT NUMBER: 581
SC GRID COORDINATES
NORTH: 1,042,912.86'
EAST: 2,032,867.86'
GEODETTIC COORDINATES:
LATITUDE: N 034°41'58.8850"
LONGITUDE: W 080°53'26.3450"

POINT NUMBER: 1344
SC GRID COORDINATES
NORTH: 1,042,969.42'
EAST: 2,032,712.62'
GEODETTIC 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 TIE DATA TO BE USED FOR LOCATION ONLY.



STATE GRID NORTH
BY GNSS
FROM SCVRS
NAD83 (2011)

- NOTES:**
- SUBJECT PROPERTY REFERENCES:
TMS # 165-00-00-066-000 (PORTION)
DEED: BOOK 1183 PAGE 102
PLAT: BOOK CAB E SLIDE 96 PAGES 1-3
 - ACCORDING TO FIRM COMMUNITY PANEL MAP 45023C0260C, 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
SCALE: 1 INCH = 30 FEET



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 claude.close@springsteencap.com if you have any questions or concerns.

Sincerely,



Claude Close
Vice President

Edward G. Kluiters
T: 803.255.9245
edward.kluiters@nelsonmullins.com

1320 Main Street, 17th Floor
Columbia, SC 29201
T: 803.799.2000 F: 803.256.7500
nelsonmullins.com

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:lkh
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](#)



Find

Alerts

Has Additional Comments

Owner Information

Post Initials Reason for Change Activity Date

Name 2 Land Value

Address 1 Building Value

Address 2 Total Market Value

Zip Code Total Tax Value

Codes

District Fire Code FORT LAWN

Town Neighborhood LIMITED INDUSTRIAL

Subdivision Use Class

Description

Legal

Location

Street Number Street Name Suffix Direction

Additional Information

Appraisal Appeal Owner Occupied TIF Base

Agricultural Use Reappraisal Notice MCIP Industrial Park ID

Rollback Exempt

Scroll by: MAP#

Chester County Planning Commission
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 PG1 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 527 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: 527 W. White Street Chester, SC 29706
 Tax Map Number: 069-05-25-002-000 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: 3100 Swanquarter Drive Charlotte, NC 28262
 Telephone: N/A cell _____ work N/A
 E-Mail Address: [REDACTED]

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
Sec/Twp/Rng	n/a	Class	RN
Property Address	527 WEST WHITE STREET	Acreage	0.188
District	02		
Brief Tax Description	n/a		

(Note: Not to be used on legal documents)

Owner Address CRAWLEY CHIFFON
3100 SWANQUARTER DR
CHARLOTTE NC 28262

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 Real 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

Land Value

Building Value

Total Market Value

Total Tax Value

Codes

District

Town

Subdivision

Description

Legal

Fire Code CITY

Neighborhood MULTI FAMILY RES

Use Class

Location Street Number Street Name Suffix Direction

Additional Information

Appraisal Appeal

Agricultural Use

Rollback

Owner Occupied

Reappraisal Notice

TIF

MICIP

Exempt

Base

Industrial Park ID

Scroll by: MAP#

138

138

GAYLE PLANT

LEGEND

WATER LINES: ————

SEWER LINES: - - - -

BLOCK & LOT NO. (with symbols)

HOUSE NO. & NO. OF ROOMS (with symbols)

Notes: (1) See plat of this block in...
 (2) See plat of this block in...
 (3) See plat of this block in...
 (4) See plat of this block in...

SUBDIVISION MAP
OF
GAYLE VILLAGE
 NORTH WEST
 CHESTER COUNTY, S. C.
 PROPERTY OF
 THE SPRINGS COTTON MILLS
 LANCASTER, S. C.
 S. C. JUN 1921

part of 138

part of 138

33.1 138 21.53

138 138 138

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

Signed, Sealed and Delivered
in the presence of:

Triscilla S. Dover

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

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

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

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

STATE OF SOUTH CAROLINA

COUNTY OF YORK

I, Donovan M Steltzner, 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 Steltzner
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

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: 30 May, 2023

Board or Commission Appointment being sought: Ad-Hock Burnt House Cemetery

Name: Sandra Anglin Occupation: _____

Street Address: 4153 Dye Rd Edgemoor, SC 29712

Mailing Address: (if different from above) _____

Telephone: [REDACTED]

E-Mail: [REDACTED] Do you live in Chester County yes / no.

Date of Birth: / / Sex:

If recommended by a Council Member, indicate their name: Erin Mosley

In which Council District do you reside? Please indicate (1-7) 1

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

 / /

CONFLICT OF INTEREST STATEMENT: I, Sandra Anglin, 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: Sandra Anglin

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 checked="" type="checkbox"/> Ad-Hock Burnt House Cemetery | <input type="checkbox"/> Olde English District |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Assessment of Appeals Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Catawba Mental Health | <input type="checkbox"/> Radio Users Advisory Committee |
| <input type="checkbox"/> Catawba Regional Council of Government | <input type="checkbox"/> Richburg Fire District Commission |
| <input type="checkbox"/> Catawba Regional Workforce | <input type="checkbox"/> Rural Fire Commission |
| <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 | |

Karen Lee

From: [REDACTED]
Sent: Thursday, June 1, 2023 8:51 AM
To: Karen Lee
Subject: [EXTERNAL] Resignation

Please accept my resignation from The Catawba Regional Council of Governments.

Let this be effective immediately.

Regards,

Jim Fuller