



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, December 4th, 2023 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. November 20th, 2023 minutes.
- 4. Citizen Comments**
- 5. Ordinances/Resolutions/Proclamations**
 - a. **2nd Reading of 2023-20** An Ordinance Authorizing the Execution and Delivery Of An Amended And Restated Infrastructure Credit Agreement By And Among Chester County, South Carolina, Morcon, Inc. And JFR Acquisition, LLC To Provide For Additional Infrastructure Credits; And Addressing Other Related Matters.
 - b. **2023-29 Resolution** To declare a Revocable Resolution to pause any further Residential Subdivision or Planned Development in Certain Limited Areas of Chester County.
- 6. Administrator's Report**
- 7. Old Business**
 - a. Update regarding the Burnt Meeting House Cemetery. - Rev. Neely Gaston.
 - b. **3rd Reading of CCMA23-12** Griffin Land Holdings, LLC C/O John H. Ross request Tax Map #106-00-00-121-000 located at Highway 9 and Highway 909 to be rezoned from Rural Two District (R-2) to Limited Industrial District (ID-2). The Planning Commission voted 6-0 to approve a five-year reverter clause and no entry off Rodman Road.
 - c. **3rd Reading of CCMA23-14** Robert Reid and Craig Shaftner request Tax Map #124-00-00-008-000 located at 3353 Edgeland Road, Richburg, SC 29729 to be rezoned from Rural Two District (R2) to General Commercial District (GC). Planning Commission voted 6-0 to deny.

d. 3rd Reading of CCTA23-02 RS-1 – Chester County Zoning Ordinance – Text Amendment Single Family Residential District Uses Chapter 4 § 4-109 RS-1 Special Exception Recommendation to Remove Text: RS-1 SPECIAL EXCEPTION Item #2. Planning Commission voted 6-0 to approve.

2. Clustered single-family development, provided the Board of Zoning Appeals determines:	NAICS CODE	NAICS DESCRIPTION	PARKING
a. detached single-family units on minimum of 2 acre development parcel; b. Minimum individual lot size of 14,520 square feet; c. lot requirements per house may be waived; d. zero interior lot line setback may be allowed; e. Subdivision Regulations are met; f. adequate provisions for access and traffic safety providing for safe and efficient access into, within, and out of the development for the vehicles, pedestrians and emergency vehicles; g. public water and sewer are available for the property; h. the use is compatible with the district.	N/A	Private households	2 for each dwelling unit

e. 3rd Reading of CCTA23-03 PD – Chester County Zoning Ordinance – Text Amendment Planned Development District Regulations Chapter 4 § 4-130 Recommendation to add New Text: PD Planned Development District Regulations. Planning Commission voted 6-0 to approve.

Maximum number of units	The number of units shall not exceed the guaranteed allotment for service of water and wastewater. Should the water and wastewater guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.
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8. New Business

a. 1st Reading of CCMA23-16 Malissa P. Church request Tax Map #104-00-00-026-000 located at 1843 Greenarch Drive Rock Hill, SC, 29730 to be rezoned from Rural Two District (R2) to Rural One District (R1). Planning Commission voted 5-0 to approve.

b. Council to approve a matching grant for the first phase for lighting projects in the amount of \$6884 dollars for the Chester Catawba Regional Airport. Airport Director Keith Roach.

c. 1st Reading of CCT23-04 GC – Chester County Zoning Ordinance – Text Amendments General Commercial Regulations CONDITIONAL USE Chapter 4 § 4-117. Recommendation to add New Text: GC General Commercial District Regulations. Planning Commission voted 5-0 to approve.

6. Meat Processing (Deer Meat Only), provided all following conditions are met:	NAICS CODE	NAICS DESCRIPTION	PARKING
a. structure in which processing takes place must be 100 feet from property lines; b. during processing deer carcasses, must not be visible from public view; c. all remains must be discarded in accordance with applicable DHEC regulations.	311612	Meat Processing (limited to deer meat)	1 for each 300 square feet of floor area

d. 1st Reading of CCTA23-05 Chapter 3§3-107 Accessory Structure Application- Text Amendment
Recommendation to add New Text: New text to be added is in **Red**. Planning Commission voted 5-0 to approve.

§ 3-107 Accessory Structure Application.

- a. No accessory structure or building shall be constructed prior to construction of the principle building on the lot. Buildings intended to serve as accessory structures constructed prior to the principal buildings shall be considered the principal building and shall meet all applicable district and building code regulations. (Exception: Property classified as Agriculture use in the Tax Assessor’s Office) **However, automobile garages and carports shall be allowed to be in front of the principal building by meeting the front yard setback for the applicable district.**
- b. Accessory structures shall be located in the rear or sides of the principal building and shall meet accessory yard setbacks and applicable district regulations.
- c. Manufactured or Mobile Homes cannot be used as accessory units.
- d. Accessory buildings shall occupy the same lot as the principal building unless identified as agriculture use.
- e. Approval of Enterprise IT Security backup and disaster recovery solution for a three-year contract in the amount of \$ 80,433.34 dollars. IT Director David Schuelke.

9. Executive Session

- a. Personnel matter regarding the County Administrator.

10. Council Actions Following Executive Session

- a. Action taken regarding the County Administrator.

11. Council Comments

12. Adjourn

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

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes.

Public Hearings:

- Each speaker will be limited to three minutes.

When introduced:

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

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

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



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, November 20th, 2023 at 6:00 PM

MINUTES

Present: Vice Chairman Pete Wilson, Councilwoman Erin Mosley, Councilman Mike Vaughn, Councilman Corey Guy, Councilman John Agee, County Attorney Joanie Winters and Clerk to Council Karen Lee.

Absent: Chairman Joe Branham with prior notification and Councilman William Killian.

1. **Call to Order**-Vice Chairman Wilson called the meeting to order. He asked for a motion to amend the agenda to strike item 5.a, the company had requested to delay the second reading to the next meeting in order to include their landlord in the agreement. Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Motion carried.
2. **Pledge of Allegiance and Invocation.** Pledge was recited in unison: Councilman Guy gave the invocation.
3. **Approval of Minutes**
 - a. **November 6th, 2023 Council Minutes.** Councilman Vaughn motioned to approve, second by Councilman Guy. Motion carried.
4. **Citizen Comments**

Jason Alt, 3391 Edgeland Rd, Richburg, SC addressed Council regarding being opposed to the rezoning of CCMA23-14.

Michael McClinton, 620 Pineridge Road, Chester, SC addressed Council regarding being opposed to the rezoning of CCMA23-15.

Edna McClinton, 620 Pineridge Road, Chester, SC addressed Council regarding being opposed to the rezoning of CCMA23-15.
5. **Ordinances/Resolutions/Proclamations**

Removed from agenda, see item 1.

~~a. 2nd Reading of 2023-20 Authorizing An Amendment To The Infrastructure Credit Agreement, By And Between Chester County, South Carolina, And Morecon, Inc., Dated September 6, 2022, To Provide For Additional Infrastructure Credits; And Addressing Other Related Matters.~~
6. **Administrator's Report**

Administrator Hester stated besides the report he had sent to Council last week he did not have anything further to add.
7. **Old Business**
 - a. **Update regarding the Chester County Tourism Video.- Director Britt Stoudenmire.**

Mr. Stoudenmire presented a rough cut of the tourism video and stated on February 1st at the Gateway the first annual tourism fair will take place from 2pm to 8pm. They plan to show the long version of the video. Tourism vendors with their exhibits along with food trucks and no cost to the guest or vendors will also be there.

b. 3rd Reading of CCMA23-11 Tatyana Latil Kelly request Tax Map #069-04-02-051-000 located at 522 Gloria Drive, off Pinckney Road to be rezoned from Multi-Family Residential District (RG-1) to General Residential District (RG-2). The Planning Commission voted 6-0 to approve. Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Motion carried.

c. 3rd Reading of CCMA23-13 Jeff Sanders request Tax Map #115-00-00-102-000 located at 2707 Lancaster Hwy., Chester, SC 29706 to be rezoned from Restricted Industrial District (ID-1) to Limited Industrial District (ID-2). The Planning Commission voted 6-0 to approve. Councilman Agee motioned to approve, second by Councilwoman Mosley. Motion carried.

d. 2nd Reading of CCMA23-14 Robert Reid and Craig Shaftner request Tax Map #124-00-00-008-000 located at 3353 Edgeland Road, Richburg, SC 29729 to be rezoned from Rural Two District (R2) to General Commercial District (GC). Planning Commission voted 6-0 to deny. Councilman Agee motioned to deny, second by Councilwoman Mosley. Vote 4-1 to deny. Vice Chairman Wilson opposed.

e. 2nd Reading of CCMA23-15 Rodney L. Coldwell request Tax Map #069-01-00-035-000 located at 619 Pine Ridge Road, Chester, SC 29706 to be rezoned from Multi-Family Residential District (RG-1) to Limited Commercial District (LC). Planning Commission voted 4-2 to approve. Councilman Guy motioned to deny, second by Councilman Vaughn. Vote 4-1 to deny. Vice Chairman Wilson opposed.

f. 2nd Reading CCTA23-02 RS-1 – Chester County Zoning Ordinance – Text Amendment Single Family Residential District Uses Chapter 4 § 4-109 RS-1 Special Exception Recommendation to Remove Text: RS-1 SPECIAL EXCEPTION Item #2. Planning Commission voted 6-0 to approve.

2. Clustered single-family development, provided the Board of Zoning Appeals determines:	NAICS CODE	NAICS DESCRIPTION	PARKING
<ul style="list-style-type: none"> a. detached single-family units on minimum of 2 acre development parcel; b. Minimum individual lot size of 14,520 square feet; c. lot requirements per house may be waived; d. zero interior lot line setback may be allowed; e. Subdivision Regulations are met; f. adequate provisions for access and traffic safety providing for safe and efficient access into, within, and out of the development for the vehicles, pedestrians and emergency vehicles; g. public water and sewer are available for the property; h. the use is compatible with the district. 	N/A	Private households	2 for each dwelling unit

Councilman Vaughn motioned to approve, second by Councilman Agee. Motion carried.

g. 2nd Reading of CCTA23-03 PD – Chester County Zoning Ordinance – Text Amendments Planned Development District Regulations Chapter 4 § 4-130 Recommendation to add New Text: PD Planned Development District Regulations. Planning Commission voted 6-0 to approve.

Maximum number of units	The number of units shall not exceed the guaranteed allotment for service of water and wastewater. Should the water and wastewater guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.
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Councilman Agee motioned to approve, second by Councilwoman Mosley. Motion carried.

8. New Business

a. Approval of Bid Project 22209-0012 Lewis Fire Station to lowest bidder Faulkner Development and Engineering in the amount of \$874, 530.00 dollars. Project Manager Harold Hayes.
Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Motion carried.

b. Approval of the 2024 Council & CTC Meeting Dates.

Councilman Guy motioned to approve second by Councilwoman Mosley. Motion carried.

9. Executive Session

Councilman Guy motioned to go to executive session, second by Councilwoman Mosley. Motion carried.

a. Personnel matter regarding the County Administrator.

10. Council Actions Following Executive Session

Councilman Guy motioned to go back to regular session, second by Councilwoman Mosley. Motion carried.

a. Action taken regarding the County Administrator. Taken as information.

11. Council Comments

Councilman Agee let everyone know the Richburg Christmas parade would be held on December 9th, Lowrys Christmas parade on the 16th, and the Fort Lawn Christmas parade on December 9th.

Councilman Guy stated on November 28th district five will hold another town hall meeting at the Chester County War Memorial building at 6pm.

Councilman Vaughn recognized the Fort Lawn Community Center who fed the whole county by distributing food to county citizens.

12. Adjourn

Councilwoman Mosley motioned to adjourn, second by Councilman Guy. Motion carried to adjourn.

Time: 7:30 PM

Karen Lee, Clerk to Council

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR CHESTER COUNTY
ORDINANCE NO. 2023-[20]

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT BY AND AMONG CHESTER COUNTY, SOUTH CAROLINA, MORCON, INC. AND JFR ACQUISITION, LLC TO PROVIDE FOR ADDITIONAL INFRASTRUCTURE CREDITS; AND ADDRESSING OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina (“County”), and Morcon, Inc. (“Morcon”) entered an Infrastructure Credit Agreement dated September 6, 2022 (“Original IC Agreement”) whereby Morcon agreed to invest no less than \$3,167,654 during the period beginning on January 1, 2021, and ending on December 31, 2025, to expand Morcon’s manufacturing facility in the County;

WHEREAS, pursuant to the Original IC Agreement, the County agreed to provide a 39% Infrastructure Credit for each year for six, consecutive years, beginning with Morcon’s payment due on or before January 15, 2023;

WHEREAS, according to information supplied to the County by Morcon, Morcon has exceeded its investment commitment under the Original IC Agreement by investing more than \$4,480,000 in the County;

WHEREAS, JFR Acquisition, LLC, Morcon’s landlord (“JFR” and together with Morcon, the “Company”) now desires to be made a party to the Agreement and contribute to the Company’s investment thereunder;

WHEREAS, the Company has represented to the County that the Company intends to invest an additional \$10,009,422 on or before December 31, 2027, and has requested the County authorize an Amended and Restated Infrastructure Credit Agreement (the “Agreement”) to provide for additional Infrastructure Credits, to extend the Investment Period under the Original IC Agreement and to add JFR as a party to the Agreement; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County, acting by and through its County Council (“Council”):

Section 1. *Approval of SSRC.* The County hereby approves and ratifies a special source revenue credit with respect to investments in the Project (as defined in the Agreement) placed in service during the period beginning on January 1, 2023, and ending on December 31, 2027, of 30% per year for 5 consecutive years beginning with the payment due on or before January 15, 2024, all as set forth more particularly in the Agreement.

Section 2. *Approval of Agreement.*

(a) The form, terms, and provisions of the Agreement presented to this meeting, and attached to this Ordinance as Exhibit A, are approved and all of the terms, provisions, and conditions of the Agreement are incorporated in this Ordinance by reference.

(b) The Agreement, to be executed on behalf of the County, shall be in substantially the form now before the Council and shall include only changes that are approved by the County officials executing the Agreement. The County officials shall consult the attorney for the County with respect to any changes to the Agreement. The execution of the Agreement by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Agreement now before this meeting.

Section 3. *Authorization to Execute and Deliver the Agreement.* The Chairman of County Council (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to execute and deliver the Agreement, and to take further actions and execute and deliver further documents as the Chairman of County Council (and his designated appointees) deems reasonably necessary and prudent to effect this Ordinance's intent, and the Clerk to County Council is directed to attest and deliver the same to the Company.

Section 4. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 5. *Effective Date.* This Ordinance is effective from and after its third reading, following a public hearing, by the Council.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOWS]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

Joe Branham, Chairman
Chester County Council

(SEAL)
ATTEST:

Karen Lee
Clerk, Chester County Council

First Reading: November 6, 2023
Second Reading: December 4, 2023
Public Hearing: January 2, 2023
Third Reading: January 2, 2023

EXHIBIT A
SUBSTANTIALLY FINAL FORM
OF
AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and among

CHESTER COUNTY, SOUTH CAROLINA,

MORCON, INC.

and

JFR ACQUISITION, LLC

Effective as of: September 6, 2022
Amended and Restated as of: _____, 20__

AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT

This AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT, effective as of September 6, 2022 (“Agreement”), is entered into by and among CHESTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), MORCON, INC., a New York corporation previously identified to the County as Project Paper (“Morcon”) and JFR ACQUISITION, LLC, a New York limited liability company (“JFR” and together with Morcon, the “Company”). JFR and Morcon may each further be referred to herein as a “Party” and together as the “Parties.”

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act allows such property to be eligible for certain incentives to offset payments in lieu of taxes;

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against payments in lieu of taxes (“Infrastructure Credits” or “SSRCs”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to an Ordinance No. 2022-15 the County and Morcon entered into an Infrastructure Credit Agreement effective September 6, 2022, (the “Original IC Agreement”) whereby Morcon agreed to invest no less than \$3,167,654 during the period beginning on January 1, 2021, and ending on December 31, 2025, to expand the Company’s manufacturing facility in the County (the “Original Project”);

WHEREAS, according to information supplied to the County by the Company, the Company has exceeded its investment commitment under the Original Project by investing more than \$4,480,000 in the County;

WHEREAS, the Company has represented to the County that the Company intends to invest an additional \$10,009,422 on or before December 31, 2027 (the “Project”), and has requested the County authorize this Amended and Restated Infrastructure Credit Agreement to provide for additional Infrastructure Credits, to extend the Company’s performance under the Original IC Agreement and to add JFR, Morcon’s landlord, as a party to 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;

(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 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 Project in the Park;

(f) If the Project is not properly included in the Park or in another multi-county industrial park at any time during the term of the Infrastructure Credits, the County will exercise commercially reasonable efforts to add the Project to a multi-county industrial park and to ensure that the Project remains in a multi-county industrial park for the duration of such term.

(g) Based on representations made by the Company to the County, 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 and Covenants by Morcon. Morcon represents and covenants to the County as follows:

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

(b) Morcon will use commercially reasonable efforts to continuously operate a manufacturing facility in the County.

(c) Morcon'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 Morcon is now a party or by which it is bound.

Section 1.2. Representations and Covenants by JFR. JFR represents and covenants to the County as follows:

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

(c) JFR'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 JFR is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. Operation of Manufacturing Facility. The Company intends to operate a manufacturing facility in the County.

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide Infrastructure Credits against certain of the Company's payments in lieu of taxes in two parts: (i) with respect to investments in the Project placed in service during the period beginning on January 1, 2021, and ending on December 31, 2022 ("Investment Period 1"), a 39% SSRC for each year for 5 years beginning with the payment due on or before January 15, 2023 ("SSRC 1"); and (ii) with respect to investments in the Project placed in service during the period beginning on January 1, 2023, and ending on December 31, 2027 ("Investment Period 2" and together with Investment Period 1, the "Investment Period"), a 30% SSRC for each year for 5 years beginning with the payment due on or before January 15, 2025 ("SSRC 2" and together with SSRC 1, the "SSRCs").

During Investment Period 1, the Company invested in real and personal property that would have otherwise been subject to *ad valorem* property taxes but for the execution and delivery of this Agreement. Such investment shall be reported on a separate "Schedule A" on the Company's annual PT-300 (or successor) filing. The SSRC 1 shall apply to reduce the payments in lieu of taxes otherwise due for assets placed in service during Investment Period 1.

During Investment Period 2, the Company agrees to invest at least \$10,009,422 in real and personal property that would otherwise be subject to *ad valorem* property taxes but for the execution and delivery of this Agreement. Such investment shall be reported on a separate "Schedule A" on the Company's annual PT-300 (or successor) filing. The SSRC 2 shall apply to reduce the payments in lieu of taxes otherwise due for assets placed in service during Investment Period 2.

If any aggregate, net payment(s) due in lieu of taxes after SSRC 1 and SSRC 2 are applied would be less than \$33,322 ("Minimum Payment"), then SSRC 1 and SSRC 2 shall be reduced proportionally to account for any shortfall such that the Company shall never pay an amount less than the Minimum Payment; provided, however, that SSRC 1 and SSRC 2 shall not be reduced below \$0 for any payments in lieu of taxes due hereunder.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall reduce the payments in lieu of taxes by the amount of the applicable Infrastructure Credit(s) for such year in calculating the net amount of the payments in lieu of taxes due from the Company.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE PAYMENTS IN LIEU OF TAXES MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY 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 COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND

TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability on the County or any charge on its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the payments received from the Company. The County shall not be required to provide any Infrastructure Credit except with respect to the payments received from the Company pursuant to this Agreement.

Section 2.3 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.

Section 2.4 Clawback.

(a) If the Company does not invest \$3,167,654 within and prior to the expiration of Investment Period 1, the Company shall be required to repay a portion of SSRC 1, with the repayment amount to be calculated as follows:

$$\text{Repayment Amount} = \text{SSRC 1} \times \text{Shortfall Percentage}$$

$$\text{Shortfall Percentage} = 100\% - \text{Investment Achievement Percentage}$$

$$\text{Investment Achievement Percentage} = \text{Maximum Investment Achieved in County Within Investment Period 1} / \$3,167,654 \text{ (capped at 100\%)}$$

For any remaining years in which SSRC 1 is applicable, SSRC 1 shall be reduced by the shortfall percentage, provided that in any subsequent year in which the Investment Achievement Percentage is higher, the Company may submit a written certification to the County on or before June 30 of the year for which SSRC 1 is claimed, and the SSRC shall be reset (for that year only) using the above calculation and the new Investment Achievement Percentage.

Based solely on information provided by the Company, the County understands that the investment requirement has been satisfied, and no repayment is required under this Section 2.4(a).

(b) If the Company does not invest \$10,009,422 within and prior to the expiration of Investment Period 2, the Company shall be required to repay a portion of SSRC 2, with the repayment amount to be calculated as follows:

$$\text{SSRC 2 Repayment Amount} = \text{SSRC 2 Received} \times \text{SSRC 2 Shortfall Percentage}$$

$$\text{SSRC 2 Shortfall Percentage} = 100\% - \text{SSRC 2 Investment Achievement Percentage}$$

$$\text{SSRC 2 Investment Achievement Percentage} = \text{Maximum Investment Achieved in County Within Investment Period 2} / \$10,009,422 \text{ (capped at 100\%)}$$

For any remaining years in which SSRC 2 is applicable, SSRC 2 shall be reduced by the shortfall percentage, provided that in any subsequent year in which the SSRC 2 Investment Achievement Percentage is higher, the Company may submit a written certification to the County on or before June 30 of the year for which SSRC 2 is claimed, and SSRC 2 shall be reset (for that year only) using the above calculation and the new SSRC 2 Investment Achievement Percentage.

The Repayment Amount, if applicable, shall be due within 180 days after the expiration of Investment Period 1, and the SSRC 2 Repayment Amount, if applicable, shall be due within 180 days after the expiration of Investment Period 2.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. *Events of Default.* The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a payment in lieu of tax on or before the date for which an *ad valorem* tax payment would be due without penalty;

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

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in (a) above), which failure has not been cured within 30 days after written notice from the County 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;

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

(f) Failure by the 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 County specifying such failure and requesting that it be remedied, unless the 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 County is diligently pursuing corrective action.

Section 3.2. *Remedies on Default.*

(a) If an Event of Default has occurred and is continuing, then the non-defaulting party may take any one or more of the following remedial actions:

(i) terminate the Agreement; and/or

(ii) take whatever action at law or in equity, including bringing an action for specific performance, as may appear appropriate.

Section 3.3. *Reserved.*

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 County 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 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) The County and its authorized agents, at any reasonable time on at least three business days' prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County 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 County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

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 County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an "Affiliate" of the Company so long as the Company provides written consent of the assignment, and the Affiliate agrees in a signed writing delivered to the County to assume all duties and obligations of the Company hereunder. An "Affiliate" of the Company shall mean any entity that controls, is controlled by, or is under common control with the Company.

Section 4.3. *Provisions of Agreement for Sole Benefit of County 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 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 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) The County is 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 County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her 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 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 County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

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

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

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

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

Section 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: Chester County, South Carolina
Attn: County Chairman
Post Office Box 580
Chester, SC 29706

with a copy to:
(which shall not
constitute notice) King Kozlarek Law LLC
Attn: Michael Kozlarek
Post Office Box 565
Greenville, SC 29602-0565
michael@kingkozlaw.com

if to Morcon: Morcon, Inc.
Attn: Karen Jones
62 Owl Kill Road
Eagle Bridge, NY 12057
kjones@morcontissue.com

with a copy to:
(which shall not
constitute notice) Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889
wjohnson@hsblawfirm.com

if to JFR: JFR Acquisition, LLC
Attn: Karen Jones
62 Owl Kill Road
Eagle Bridge, NY 12057
kjones@morcontissue.com

with a copy to:
(which shall not
constitute notice) Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889
wjohnson@hsblawfirm.com

The County 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. Administrative Expenses. The Company shall reimburse the County for its expenses, including, but not limited to reasonable attorneys' fees, related to (i) review and negotiation, execution, and delivery of this Agreement, and/or (ii) review and negotiation, execution, and delivery of any other documents related to the Project or the Infrastructure Credits, in an amount not to exceed \$3,500.00.

Section 4.9. *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 4.10. *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, the County agrees 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 4.11. *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 payments in lieu of taxes 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.

*[THREE SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

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

CHESTER COUNTY, SOUTH CAROLINA

Joe Branham
Chairman
Chester County Council

(SEAL)

ATTEST:

Clerk to Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Morcon has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

MORCON, INC.

Signature: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, JFR has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

JFR ACQUISITION, LLC.

Signature: _____

Name: _____

Title: _____

[SIGNATURE PAGE 3 TO INFRASTRUCTURE CREDIT AGREEMENT]



A RESOLUTION

**TO DECLARE A REVOCABLE RESOLUTION TO PAUSE ANY FURTHER RESIDENTIAL
SUBDIVISION OR PLANNED DEVELOPMENT IN CERTAIN LIMITED AREAS OF CHESTER
COUNTY**

BE IT RESOLVED BY THE COUNTY COUNCIL OF CHESTER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

WHEREAS, the South Carolina Local Government Comprehensive Enabling Act of 1994, §29-7-10 et sec, grants local governments in South Carolina the authority to regulate land development to include the subdivision of tracts or parcels of land; and

WHEREAS, Chester County wishes to analyze the impact of land development approved by the County as of the date of this Resolution; and

WHEREAS, the County wishes to temporarily pause any new subdivision or planned development to provide an opportunity to carefully review the analysis that has been already conducted and that which will be conducted in consideration of the following:

STATEMENT OF FACT:

Chester County Council acknowledges the express concerns of the residents in certain limited areas of the County regarding the rate of land development growth in those areas and wishes to carefully consider the impact these developments will have on the community as a whole. To date, Council has carefully considered these impacts, reacting with appropriate changes to both the Chester County Land Development and Zoning ordinances, and most recently approved a text amendment in response to base any future approvals of new developments based on availability of utility capacity.

A synopsis of currently approved subdivisions and planned developments is attached as Exhibit A and is incorporated herein by reference. Exhibits B shows the properties that will be serviced by Chester Wastewater Recycling, CMD, Fire Districts, and school district, and Exhibit C depicts the limited area of Chester County in which the resolution will be effective (shaded in brown) December 4, 2023, with all exhibits being incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Chester County Council does hereby declare a temporary pause on any new subdivision or planned developments that are similar in character to those developments shown on the attached exhibits, to enable the Council to analyze and monitor the effects and impacts of the currently approved projects. This resolution does not serve as a moratorium but will serve to generally cease the approval process for subdivisions or planned developments located within certain limited areas of Chester County through 2024. This limited area is depicted on Exhibit C by brown shading and encompasses the Lewisville School District. Said resolution shall be set to expire on December 31, 2024, unless and until County Council votes to revoke this resolution or to extend it beyond the set expiration date which Council may do at any time with a majority vote.

DONE IN MEETING DULY ASSEMBLED, this 4th day of December, 2023.

COUNTY COUNCIL OF CHESTER COUNTY

Joseph R. Branham, Chair
County Council of Chester County

ATTEST:

Karen Lee
Clerk to County Council of Chester County

SUMMARY OF DEVELOPMENT PROJECTS

APPROVED BY ZONING BOARD OF APPEALS/COUNTY COUNCIL

Exhibit A (9 pages)

Exhibit A depicts Sub-divisions approved by County Council to date using two forms of analysis. The first set of documents outlines each sub-division separately giving specific information related to each sub-division separately. Also included in this exhibit is a table that compares information related to each sub-division as well as giving a more overall view of what has been approved.

Please note:

- Regarding the table of comparisons, the expected start dates, units per year, and expected completions are estimates only.

* Woodhaven information is included separately with an * on some of the charts. Woodhaven Subdivision is not within the limited area. Woodhaven Subdivision is a separate school district and separate sewer treatment facility with capacity available.

** Hackett Project has had no activity since June 4, 2018. We have reached out to the developer and have been advised that the project is not moving forward due to issues with DOT and access points. There is no project agreement and thus no reverter clause on the zoning.

Exhibit A

Knights Bridge Sub-Division

No Development Agreement

- Applicant: St. Katherine Properties, Judson Stringfellow, and LGI Homes
- Location: Edgeland Rd.
- TM# 124-00-00-048-000 & 124-00-00-080-000
- 295 proposed home
- 295 homes approved
- Lot Sizes: 105'x50', 170'x70', 105'x50', 150'x70', 150'x50', 150'x70, 210'x50' & 120'x50'
- 98.33 Acres
- Density - 3 Units per acre
- Zoning: RS-1 (Single Family Residential)
- Special Exception for Cluster Development approved by the ZBA on 10-9-18. The property is zoned RS-1 and Cluster Development is a Special Exception in RS-1 zoning and didn't require approval from the Planning Commission and County Council.
- Single- Family Homes with garages
- Water & Sewer available for 295 Homes
- Average Sq. Ft of Homes: 1700-3000
- Vertical construction began in 2022.
- 151 Building Permit issued as of 11/29/23.
- Preliminary Plat approval by the Planning Commission on 9/17/19
- Final Plat approval by the Planning Commission on 6/22/22
- Sub-Division is in the Lando Fire District
- Sub-Division is in the Lewisville School District
- The Planning Commission voted 6-0 to remove the RS-1 Special Exception Item #2 Clustered Single-Family Development from the Chester County Zoning Ordinance. The third reading for the text amendment will be on the December 4th Council Agenda.

Exhibit A

Walker Mill Sub-Division (Lando PD)

No Development Agreement

- Applicant: Lennar Homes
- Location: Edgeland Rd. Richburg SC
- TM# Portion of 123-00-00-003-000 & 133-00-00-033-000 (New TM# 123-00-00-091-000)
- 305 proposed homes
- 265 homes approved (Phase 1- 109 homes, Phase 2- 78 homes, and Phase 3- 78 homes)
- Lot Size: 196 Lots 55'x140' and 109 Lots 65'x140'
- 200.640 Acres
- Density – 1-1/2 Units per acre
- Zoning: Planned Development
- Single-Family homes with garages
- Water & Sewer available for 305 Homes
- Average Sq. Ft. of Homes: 1600-3200
- Expecting vertical construction in the first quarter of 2024
- May 18, 2010, Planning Commission voted 6-0 to approve
- First Reading June 7, 2010, Council voted 6-0 to approve
- Second Reading June 21, 2010, Council voted 6-0 to approve
- Third Reading July 6, 2010, Council voted 6-0 to approve.
- Preliminary Plat approved by the Planning Commission on 12/18/2018
- **Final Plat approved by the Planning Commission on 10/17/23 for 265 home sites**
- Sub-Division is in the Lando Fire District
- Sub-Division is in the Lewisville School District

Exhibit A

Winchester Subdivision

Development Agreement Ordinance 2021-14

All single-family dwellings shall be subject to a \$1,500 fee.

- Applicant: Chester Land Holdings LLC
- Location: Edgeland and Hernandez Rd.
- Tax Map# 123-00-00-032-000 & 123-00-00-078-000
- 1150 proposed homes
- 1150 homes approved
- Lot Size: Minimum 2,700 Sq. Ft.
- 335 Acres
- Density – 6 Units per acre
- Zoning: Planned Development
- Single-Family homes with garages
- Water and Sewer available for 400 Homes
- Average Sq. Ft. of Homes: 1,500 to 2,000 homes may range from 2,000 to 3,000 Sq. Ft.
- There isn't an expected construction time currently. The developer is working on the required plat procedure now.
- March 16, 2021, Planning Commission voted 4-3 to Deny.
- First Reading April 6, 2021, Council voted 5-1 to approve.
- Second Reading April 19, 2021, Council voted 3-2 to Deny, Council voted to hold a workshop on May 17, 2021, and Council voted to delay the 3rd reading until September 20, 2021
- Third Reading September 20, 2021, Council voted 5-1 to approve.
- Development Agreement Ordinance 2021-14 Filed for Record on 12/29/21.
- All single-family detached dwellings shall be subject to a \$1,500 fee.
- The sub-division is in the Lando Fire District
- The sub-division is in the Lewisville School District

Exhibit A

Wood Haven Sub-Division (Village Drive)

Project Agreement Ordinance 2021-13

Fee: lump-sum of \$100,000 for residential single-family, lump-sum of & \$50,000 for residential multi-family and commercial building permits.

- Applicant: US Developments
- The developer for the Single-Family Homes is Forestar
- Location: Village Drive
- TM# 079-04-02-020-000, 079-00-00-032-000, & 079-04-02-088-000
- 266 proposed single-family lots
- 266 single-family lots approved
- 215 proposed multi-family units
- 215 multi-family lots approved
- Lot Size: Minimum 6,000 Sq. Ft.
- 111.92 Acres (92.10 Residential, 8.99 Multifamily & 10.83 Commercial)
- Density – 2.89 Units per acre for single-family homes
- Density- 24 Units per acre for multi-family units
- Zoning: Planned Development
- Single-Family Homes with garages and multi-family units
- Water & Sewer available for 481 homes
- Average Sq. ft. of Homes:
- Expecting Vertical construction in first quarter of 2024
- July 7-21-21, Planning Commission voted 5-2 to approve.
- First Reading August 16, 2021, Council voted 6-0 to approve.
- Second Reading September 7, 2021, Council voted 4-2 to approve.
- Third Reading September 20, 2021, Council voted 6-0 to approve.
- Sketch Plan approved on March 3, 2022
- Preliminary Plat approved by the Planning Commission on February 28, 2023
- Project Agreement Recorded on June 16, 2022
- Fee: lump-sum of \$100,000 for residential single-family, lump-sum of & \$50,000 for residential multi-family and commercial building permits.
- The Sub-division is in the City-Sub Fire District
- The Sub-division is in the Chester County School District

Exhibit A

Stanton Sub-Division

Development Agreement Ordinance 2021-15

All single-family dwellings shall be subject to a \$1,500 fee.

- Applicant: JDSI, LLC – Judson Stringfellow
- Location: Lancaster Hwy & Wylies Mill Rd.
- TM# 124-00-00-024-000, 124-00-00-027-000, & 124-00-00-029-000
- 630 proposed single-family Homes (178 acres)
- 630 single-family lots approved
- 200 proposed Townhomes (26 acres)
- 200 townhomes approved
- 240 proposed Apartments (22 acres)
- 240 apartments approved
- 40 acres proposed for Commercial.
- Lot Size: minimum 6,000 Sq. Ft. for Low Density and & 7200 Sq. Ft. for Medium Density
- 235 Acres
- Density – 4.55 Units per acre for apartments and townhomes
- Density – 5.70 Units per acre for single-family homes
- Zoning: Planned Development
- Single-Family Homes with garages, townhomes, & apartments
- Water and Sewer available for 400 homes
- Start time approximately 12-18 months after Final Plat approval, build-out time expected to be about 10 years.
- May 18, 2021, Planning Commission voted 4-2 to approve.
- First Reading June 7, 2021, Council voted 4-1 to approve.
- Second Reading June 21, 2021, Council voted 4-1 to approve.
- Third Reading July 19, 2021, Council voted 5-1 to approve.
- Development Agreement Recorded on June 6, 2022
- Sketch Plan approved April 15, 2022
- Preliminary Plat approved by the Planning Commission on 11/21/23.
- The sub-division is in the Richburg Fire District
- The sub-division is in the Lewisville School District

Exhibit A

Richburg Meadows

Development Agreement Ordinance 2023-19

All single-family dwellings shall be subject to a \$5,000 fee.

- Applicant: Gaston Springs LLC / Benji Layman
- Location: Gaston Farm Rd.
- TM# 114-00-00-015-000 Rezone 150.76 acres (remaining acres 118.89 acres)
- TM# 114-00-00-059-000 Rezone 20.04 acres
- 400 proposed homes
- 400 single-family homes approved
- Lot Size: minimum 6,000 Sq. Ft. (50x120 & 60x120)
- 170.80 Acres
- Density - 2.25 units per acre.
- Zoning: Planned Development
- Single-Family homes with garages
- Water and Sewer available for 400 homes
- Average Sq. Ft. of Homes 2,200 – 2,600
- Project will be 4 Phases.
- Complete buildout 2029
- The new Builder is Dream Finder Homes
- July 18, 2023, Planning Commission voted 5-2 to approve.
- First Reading August 21, 2023, Council voted 6-1 to approve.
- Second Reading September 5, 2023, Council voted 4-2 to approve.
- Third Reading October 16, 2023, Council voted 4-2 to approve.
- The sub-division is in the Lando Fire District
- The sub-division is in the Lewisville School District

Exhibit A

Hackett Property Apartments

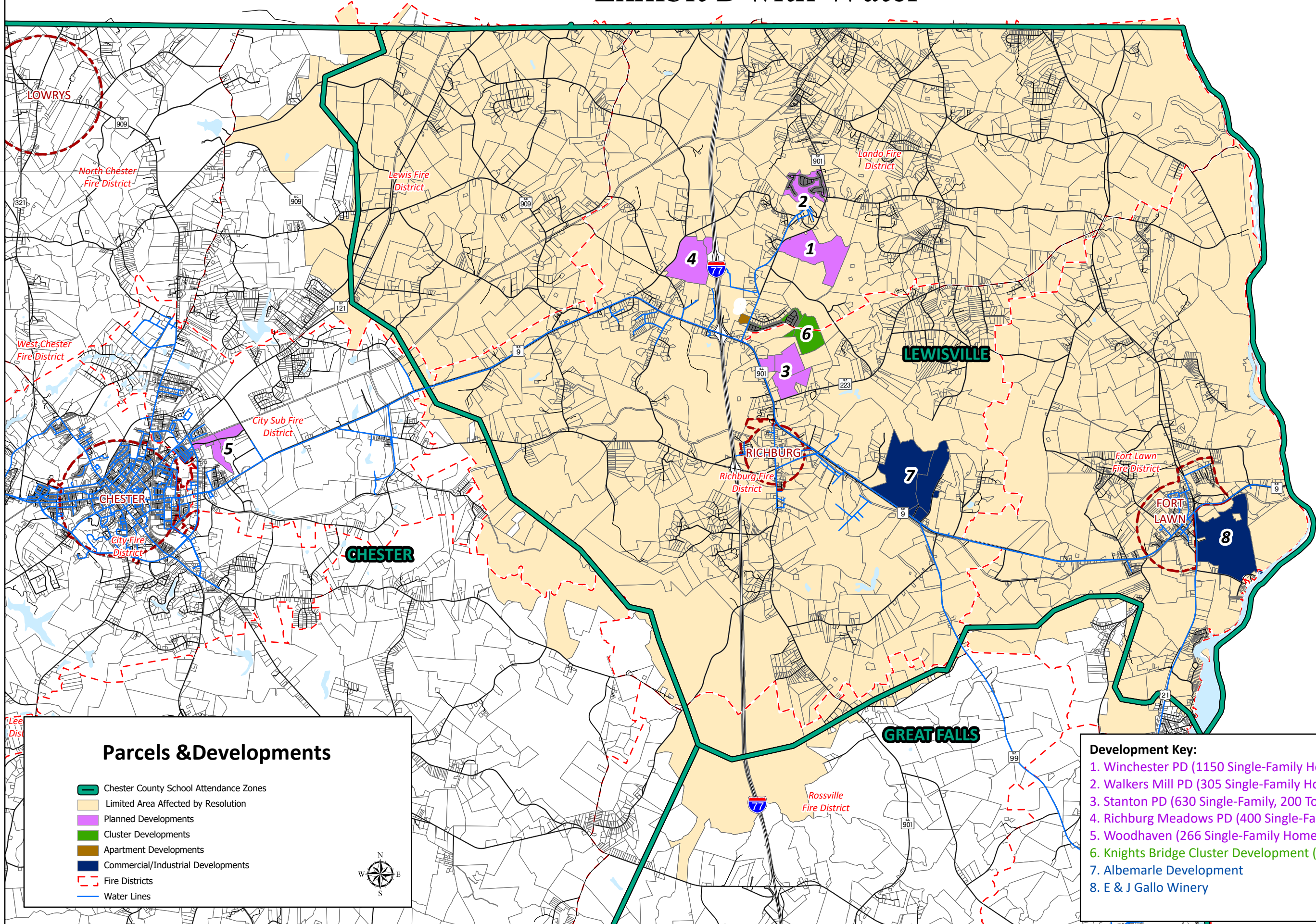
No Development Agreement

- Applicant: Hackett Limited Partnership
- Location: 3303 Edgeland Rd. Richburg SC
- TM# 124-00-00-009-000
- **254 proposed apartments in a variety of 1,2- & 3-bedroom suites**
- 6 - 3 Story Buildings
- 17 +/- acres
- Zoning: RG-1
- 2 Phases 1st Phase 108-118 Units and 2nd Phase 108-118 Units
- 30%-800 Sq. Ft – 1 Bedroom Suites
- 60%-1050 Sq. Ft. – 2 Bedroom Suites
- 10%-1300 Sq. Ft. – 3 Bedroom Suites
- April 17, 2018, Planning Commission voted 4-1 to approve.
- First Reading May 7, 2018, Council voted 5-0 to approve.
- Second Reading May 21, 2018, Council voted 4-2 to approve.
- Third Reading June 4, 2018, Council voted 5-1 to approve.
- The apartment development is in the Lando Fire District
- The apartment development is in the Lewisville School District
- Hackett Project has had no activity since June 4, 2018. We have reached out to the developer and have been advised that the project **is not** moving forward due to issues with DOT and the access points to the property. There is no project agreement and thus no reverter clause on the zoning.

EXHIBIT A

Subdivision Name	Single Family Approved	Multi Family Approved	Townhomes Approved	Apartments Approved	Total units Approved	Sewer Purchased/Capacity Given
Knights Bridge Sub-division	295				295	295
Walkers Mill Sub-division	265				265	305
Winchester Sub-division	1150				1150	400
Stanton Sub-division	630		200	240	1070	400
Richburg Meadows Sub-div	400				400	400
Totals	2740	0	200	240	3180	1800
Woodhaven Sub-division	266	215			481	481
* Woodhaven Sub-division lies outside of the geographic boundaries affected by this resolution.						
Subdivision Name	School District	Fire District	Construction Start	Units per year expected	Expected end date	Permits issued
Knights Bridge Sub-division	Lewisville	Lando	Began 2022	75	2025	151
Walkers Mill Sub-division	Lewisville	Lando	2024 1st quarter	Unknown	2027	0
Winchester Sub-division	Lewisville	Lando	Earliest 2026	Unknown	Phase 1 2030	0
Woodhaven Sub-division	Chester	Chester	2024 1st quarter	Unknown	2027 SF/ Ukn. MF	0
Stanton Sub-division	Lewisville	Richburg	End 2024/Beg.2025	Unknown	Unknown	0
Richburg Meadows Sub-div	Lewisville	Lando	2025	100	2029	0

Exhibit B with Water



Parcels & Developments

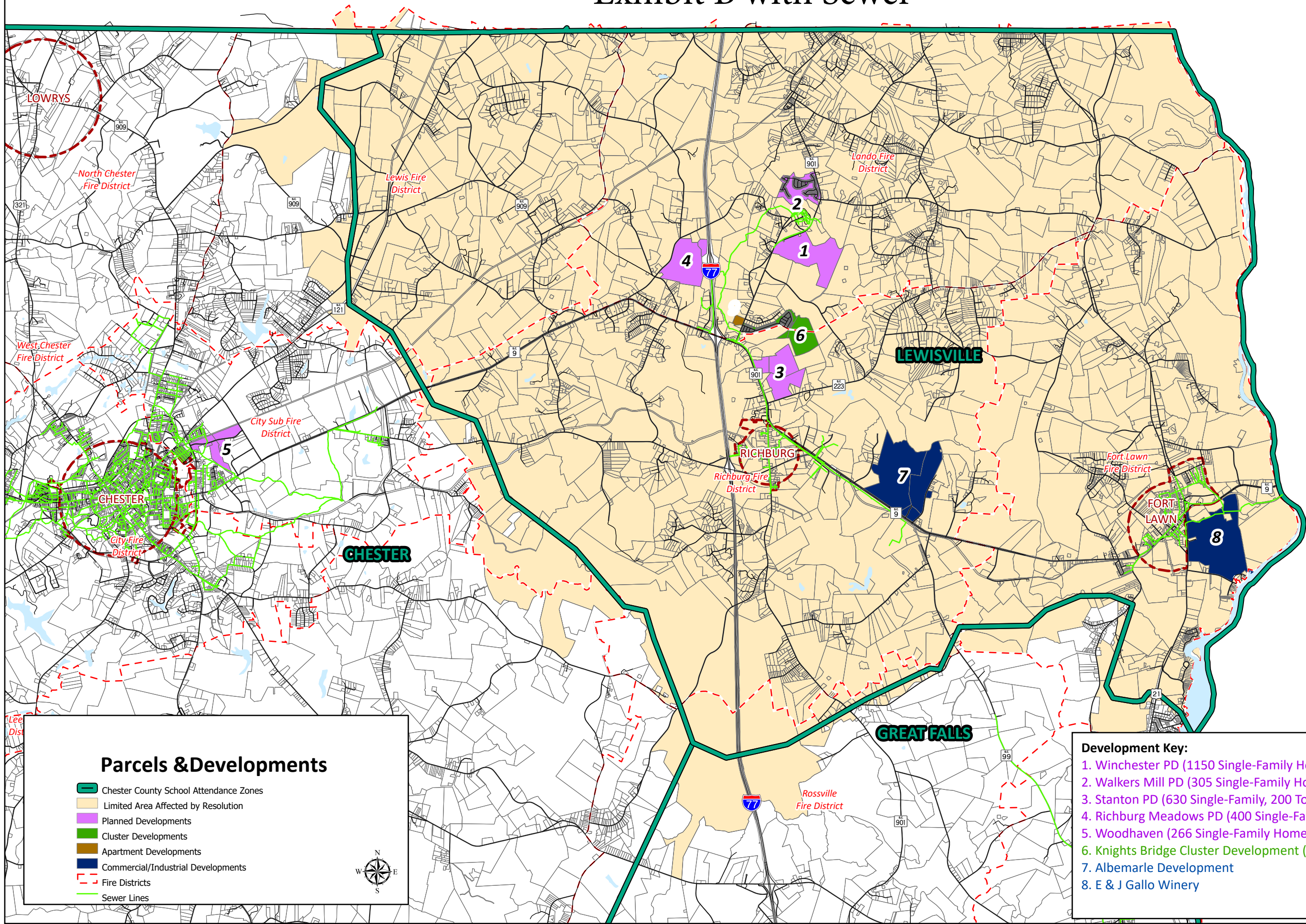
- Chester County School Attendance Zones
- Limited Area Affected by Resolution
- Planned Developments
- Cluster Developments
- Apartment Developments
- Commercial/Industrial Developments
- Fire Districts
- Water Lines



Development Key:

1. Winchester PD (1150 Single-Family Homes)
2. Walkers Mill PD (305 Single-Family Homes)
3. Stanton PD (630 Single-Family, 200 Townhomes, and 240 Apartments)
4. Richburg Meadows PD (400 Single-Family Homes)
5. Woodhaven (266 Single-Family Homes, and 215 Multi-Family Homes)
6. Knights Bridge Cluster Development (295 Single-Family Homes)
7. Albemarle Development
8. E & J Gallo Winery

Exhibit B with Sewer



Parcels & Developments

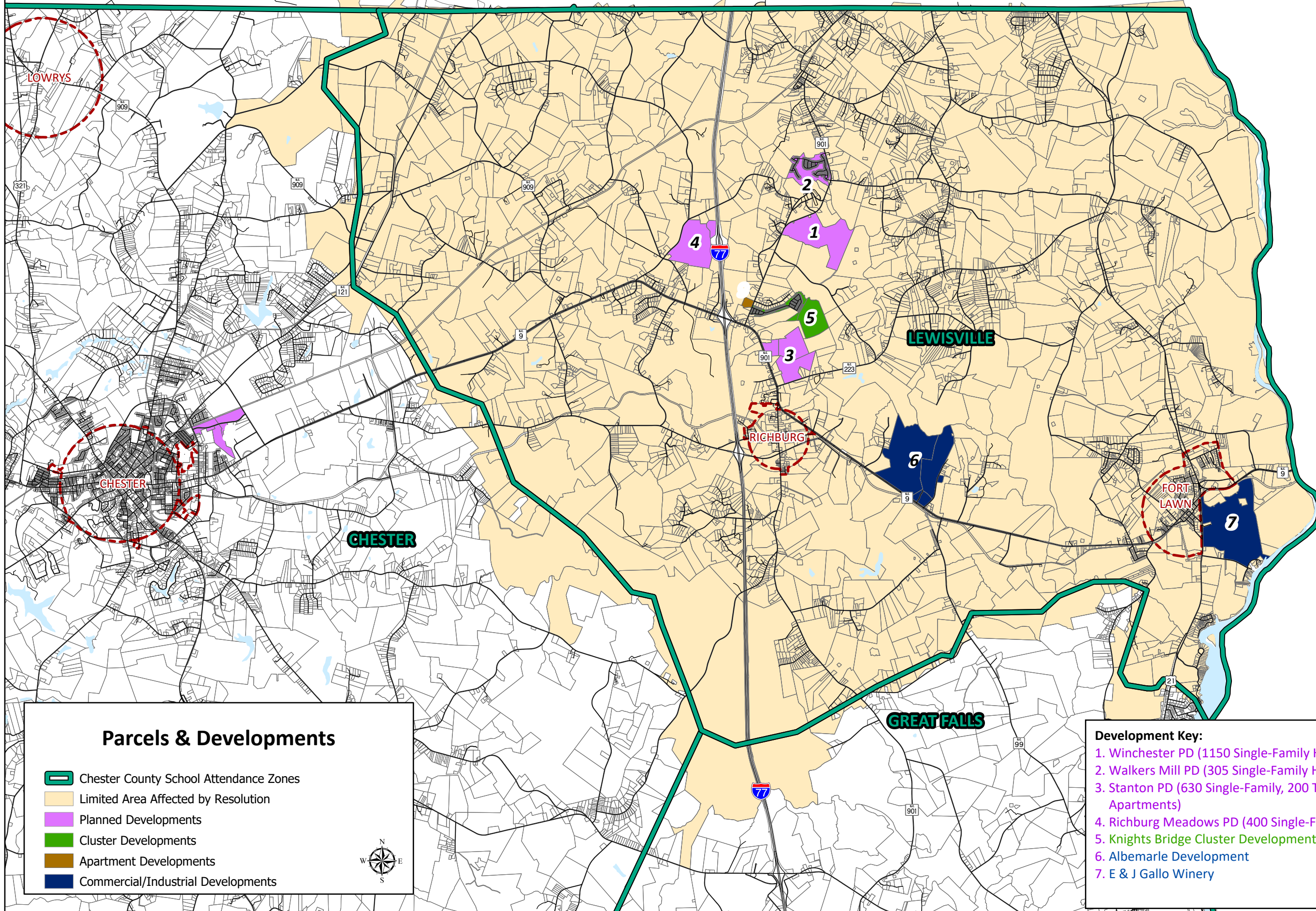
- Chester County School Attendance Zones
- Limited Area Affected by Resolution
- Planned Developments
- Cluster Developments
- Apartment Developments
- Commercial/Industrial Developments
- Fire Districts
- Sewer Lines



Development Key:

1. Winchester PD (1150 Single-Family Homes)
2. Walkers Mill PD (305 Single-Family Homes)
3. Stanton PD (630 Single-Family, 200 Townhomes, and 240 Apartments)
4. Richburg Meadows PD (400 Single-Family Homes)
5. Woodhaven (266 Single-Family Homes, and 215 Multi-Family Homes)
6. Knights Bridge Cluster Development (295 Single-Family Homes)
7. Albemarle Development
8. E & J Gallo Winery

Exhibit C Limited Area Affected by Resolution



December 4, 2023

Chester County Council Meeting Report of the Burnt Meeting House Ad Hoc Committee

The Burnt Meeting House Ad Hoc Committee (BMHC) has the following items to report to Council:

1. Repairs to over 25 headstones have been completed by Gaulden Monuments. Additional headstones have been straightened and several sunken graves have been filled. Additional work to be done includes additional graves to be filled and headstones cleaned. This work will be done by the committee. Dr. Leader is scheduled to do a Ground Penetrating Radar survey of the site during the winter months. Footstones for damaged headstones and unmarked graves can be obtained for \$200 per grave. A request for a South Carolina Historical Marker is being developed, and a DAR matching grant proposal is in process.
2. The SCV 3rd Brigade cleaned Paul's Cemetery, which is also known as the Covenanter Cemetery off Appaloosa Road south of Richburg. The BMHC met with representatives from the 3rd Brigade Oct. 14, and the work was done Oct. 28, 2023. The good news is the SCV 3rd Brigade is willing to assist with the cleaning of additional historic cemeteries under Chester County jurisdiction, especially those sites where Revolutionary War soldiers are buried.
3. The Burnt Meeting House Cemetery Ad Hoc Committee recommends to Council that the name of the committee be changed to the Chester County Historical Cemeteries Committee.

Respectfully Submitted,

Dr. Neely Gaston, Chairman

Chester County Planning Commission Minutes

September 19, 2023

CCMA23-12 Griffin Land Holdings, LLC C/O John H. Ross request Tax Map #106-00-00-121-000 located at Highway 9 and Highway 909 to be rezoned from Rural Two District (R-2) to Limited Industrial District (ID-2).

John Floyd stated his address is 100 North Tryon Street, Charlotte, NC is my business address. Thank you. Again, I'm here on behalf of Griffin Land Holdings on their zoning map amendment application. This is a rezoning that's supported by Chester County Economic Development because it has the potential to attract some significant economic investment to the area. This is not a project specific rezoning. It's a proactive approach to go ahead and get the project, get the property rezoned to ID-2 so it's sitting there so that if you have someone that's interested in coming in and making an investment in the area, you've got the property available, they don't have to go through the rezoning process. This the site is approximately 180 acres. It's located off of Lancaster Highway and Rodman Road. And you can see there and kind of the top middle. It is adjacent to the Rodman Sports Complex, and I'll talk about that in a minute. Zoning in the area is a mix of Rural R2 to restricted and limited, limited industrial and general commercial. And again, we're seeking to amend the zoning from R2 to Limited Industrial. Prior to this rezoning effort, the applicant did undertake to rezone the property for a residential use and that faced a lot of opposition. A lot of the opposition that we heard was about the impact that that type of use would have on government services and public services. There were complaints about what would it do for schools. What would it do for water and sewer usage, traffic, those sorts of things. And so, we went back to the drawing board and tried to find a use that would, again, kind of maximize the highest and best use of the property that would be something that was more akin to what the residents had indicated they were willing to live with in this location. And so, you know, an industrial type use is something that is not going to have any real impact on schools, it's not going to have significant water and sewer usage, it's not going to have significant traffic impact. So that's why we're proposing to change the R2. Given its location it's right off Lancaster highway and close to I 77. We also think this is a perfect site for an industrial type project. Again, the project has support from Chester County Economic Development, they've actually shown the site to some prospects, in the hopes of getting some economic, some further economic development here. And you know, I'm told from Kris Phillips, that economic development that the city or the county has been successful in lowering some investment here when they've got property that is already in place for use where new investors new companies can come in and don't have to go through the rezoning process. So that's what we're hoping to do here. The rezoning is consistent with the Chester County comprehensive plan. Those are quotations out of the comprehensive plan. But it's really true on two fronts. First, I think the comprehensive plan, the comprehensive plan is clearly in favor of promoting and protecting industrial development in certain areas. The second point that I'll make and again this has to do with the Rodman Sports Complex is that the property as a plan talks about supporting and promoting the development of recreational facilities and we think that this is something that can help with that process. On the first point, if you look at the map on the comprehensive plan, where should we grow, that reddish color area right along the Lancaster Highway corridor that's what we're talking about kind of right in the middle between town of Chester and I-77 pretty much right where the Highway 9 sign is, that's where the property is located. And so, we think again, it's consistent with the plan to have some growth here. As to the second point on helping support and promoting the development of recreational facilities. Again, the Rodman Sports Complex is adjacent to the property and there have been discussions about extending water and sewer to that facility so that you can actually have working bathrooms as well as providing right-away access. So perhaps you could have multiple points of entry, which could alleviate some congestion that happens when the park is in heavy use. Again, this is a traditional rezoning. So, we haven't submitted any kind of site plan. This is not a project specific rezoning. But I did want to give you

an idea this is a conceptual drawing of what it could look like. One thing I'll point out is given the topography and the streams and stuff that are here, this is not a site that lends itself to having kind of the mass, you know, 1 million square foot giant industrial building that I think people would be scared to have. You're gonna end up with kind of pockets of development in certain areas, smaller buildings, as this thing would get built out over time. And so, you would have a different, multiple tenants in it, but everybody would be you know, some kind of light industrial, limited Industrial, light manufacturing type use that's permitted under the ordinance. With that, I'm happy to take any questions that you might have but that is all the information I have for you at this point.

Chairman Raines asked would any of your access to the property be off Rodman Road or would it all be off Number 9?

Mr. Floyd stated Well, I think anything that we would do, would have to go I mean, again, there's not a specific project at this point. So, I can't speak to here's where the access point would be. We would have to go through the development process and get approvals for anything that would be done.

Chairman Raines asked you don't have any information from DOT, about roads or anything.

Mr. Floyd said no, sir.

Commissioner Hough stated that was my question also because I know it's residential on Rodman Road, the Highway 9 is commercial. So that was my question also. And I know if you back up the slide one slide with a conceptual drawing, I noticed you have two entryways on Highway 9 but nothing on Rodman Road. Tentatively.

Mr. Floyd stated, that's correct. Again, this is purely I don't want you to think that like this is what we're going to build it is conceptual just so you can kind of see what the civil engineer what they could do on the property where you try to lay it out and make the best use. But yeah, I think given, you're talking about an industrial purpose coming in off of Lancaster Hwy would probably make the most sense. But I don't want to, you know, give you the impression that I'm guaranteeing that would not be something that they would ask for but again, it would have to go through normal approval process with DOT and all that sort of stuff.

Chairman Raines stated any member of public present may wish to speak in favor of this rezoning request. Okay, so I have a list here of six individuals, one, scratched out their name, so make it five. I'll just call these in order ask you to come up and state your name and address for the record. State if you're pro or con. That's fine if you so desire to change your mind. So, George Kanellos. Sorry about mispronunciations.

George Kanellos stated Mr. Chairman, members of the committee, thank you for the opportunity to speak is here me all right. Yes, very good. To address the first part of it is pros and cons. Sometimes it's unknown, because of the lack of knowledge of what will go there. It was and may ask you a question too. That's 9 below but where's Rodman Road on that map please?

Chairman Raines stated where the "R" is in vary.

Mr. Kanellos stated okay, I gotcha. Yeah. That's further up. I come on two capacities right here. One of them is that my mother in our family has property in Rodman, both sides of Rodman Road, both sides of Millen Road, across the railroad tracks. And um, and I also one of the board members for the Rodman Community Center. We've tried to get up and go in from the old church, you know, it's who wanted a

place for not only the old people, but all the new people as well, to have a place to come and enjoy music or events. And I also realized that change, change is inevitable but to set the stage, I think it's if you don't consider it a boast, it's just the fact that, that all my maternal grandparents were here in this particular area. Before the American Revolutionary War, land grants, Scottish Presbyterians, I suppose it my mother's the last of the Rodman sisters. I've lost both Aunts within the last couple of years. They all moved away and then during the, I guess World War II and then they came back years later in the same neighbors were still not only there but same light fixtures with a single light burning from the wire in the ceiling. But there it was their grandfather, Sydney Alexander Rodman, that wanted to create a town. His brother was Lafayette Rodman was in Waxhaw and the two brothers connected the railroads and thought they would let their towns take off. Was it that time that the little Oak Grove Church was, was built and bought, I suppose, are paid for by my great grandfather. It was a depot you know; this is 1889. So, it's a long time ago, but this property, I believe, was inherited from the estate of James Henry perhaps, and his father Lamberth Henry. I remember, I wasn't there but remember reading it in the documents that he had donated the land on which the church was built in part, only to say that it's kind of a tide in place and you know, it's been the same for a very long time. My great grandfather had large fish and 5000 some acres of land, and of course, when he died, everything was mortgaged and during the Depression, all he got was 20 acres due back to him and then he died just shortly thereafter. Is one looks at communities too and impacts is a finger out. That we have to consider what the impacts are on them. Once again, remember I, I've said that changes inevitable so I can't say a complete negative. Nor does this be, nor is this too scary. I did want to know kind of where it ran out into Rodman Road but that one you look at a small center like that in historic space. It's an asset not on any scale that could ever compare to York's Brattonsville, but it is one of Chester's small, tiny treasures and when you consider that space, Catawba site of Native American Indian, African American house site, landowner house site. So, you have this village that's there. I work I still work in Washington on the historic preservation that's at the White House. And so, I still it's been there, I've been there 30 years. It's not boast. It's just the fact and so I tried to as we consider changes and in the complex new additions, buildings. My job is to review plans just like you would be submitting plans and submitting them for the authorities. And most you think that the President might defer to me, it's never happened, but it's you give the input of what you can and I think that my biggest question before I sit down and I'm sure I've overstayed my time, but it is just the knowledge of as much knowledge as we have or that we can get from a potential developer, so that, that the visual aspect of the development is minimize setbacks, which it looks like it is, landscape, concerns or traffic but of course, it's a heck of a lot less than multifamily use. So I don't know whether I properly represent a landowner as well as a member of the community center but it's, it's my desire is that whenever this goes to City Council for approval that it's done with great care and with great caution, considering maintaining what really Chester is which I find, in my opinion is no different from my grandparents that loved it terribly, and my parents, my grand, my mother. They loved it very much that we maintain as much as we can in our rural spaces. Thanks very much. If you have questions, please.

Commissioner Grant stated we need to set a time limited Mr. Chairman.

Chairman Raines asked if anyone had any questions, and also stated okay, I hesitate to say three minutes because I let the first gentleman speak but try to keep your remarks as brief and concise as possible. I hate to beat on the gavel and say you have to stop talking but be reasonable if you will. Thank you. Robert Knox. Okay, state your name or address for the record, please.

Robert W. Knox stated he lives at 1125 West Edgemont Drive, Lancaster, SC and came to plead with you all on this rezoning that we have this land that I own, my brother, myself, and my sister have been in our family for generations. The Knox Farm is on 56 and was established in 1767. So, this is going deep in the

ground as far as roots are concerned. You know, I'd like to point out. We're talking about new industries and things, but I like, which y'all already know like to point out, in Fort Lawn we've got a winery down there. They can't find enough people to work there. As you, we got the Close plant it's a beautiful plant. You can't get it. You got Leroy plant, it's down. Can get, there's nobody coming here. And as you come on up the road to Richburg we got there, we got the tire company. Still can't get enough people to run the tire company like it should be. And so, as we come up on Number 9, we say a lot of things just as there's not being, we don't have enough people to work to keep these things going. And what we don't want, we don't want factories to come in, build, and then they don't have enough people to work them. First thing you know, then you got a vacant building. And there's you know, that's an eye sore. I know y'all know all these things that Chester's going through. Lancaster is going through the same thing. But, you know, I plead with you know, to really look at this again, but we don't, you know, Chester's a beautiful place. Number 9 is a beautiful road going all the way and like I said, we don't want you know, I'm not saying that what they build is gonna be bad places. And bad industries and say, well, we don't know which, you know, the workforce has got a lot to do with what's going to happen in the future for us plans are concerned. And I thank you very much.

Chairman Raines stated next speaker will be Roxann James.

Roxann James stated good evening, my name is Roxann James. I live at 3007 Steel Village Road in Rock Hill, South Carolina, Chester County. And you asked pro or con. Well, I don't know. Because we don't know what they got coming in. I know they don't have an end user at this time. My main concern is like George said the rural Rodman community is so precious to us. I would say setbacks, multiply by three, leave the trees, don't clear cut. Leave Rodman Road alone. You think about all the people that come to Rodman ballfield and they're bringing their children of all ages and we're getting ready to build four more baseball fields. Wow. You've got your youth in the future of Chester County right there next door. What kind of industries are gonna come into here? I would also ask and then I'm gonna sit down, reverter clause. They want to change it too industrial. Okay, y'all decide how many years and what type of thing they gotta do. And two years to keep it industry or five years. I don't care, put a time limit on it. You know, I would just ask that as a citizen and thank you very much.

Chairman Raines stated William Clark.

William Clark stated yes, William Clark 1461 Ashington Drive, which is really just a driveway off Blaney Road in Chester. I know John Floyd pretty well. We've been on both sides of arguments like this. And he's a very compelling fellow and a very honest man. So, we're not on the same side this time. I'm against this. For some of the reasons that have been stated. This seems to me like a counterpart of land banking. This is zone banking. Is that what you want? How can we, how can we, I'm an adjacent landowner. I have more property in common with this probably than anyone in the room or anyone in the world. How can we possibly mount a, an intelligent defense or argument if we don't know what, what it is? This is a list of the things allowable on ID-2. Some would be absolutely fine. And we could be pro, some would be absolutely horrible. 100-foot-tall light towers, smelly smoke? Noise is the main thing that we worry about. So, I would I don't understand if this is a common thing that you get asked to do. But if it is, I would wonder if it's a smart thing to do. Because now that these, these drawings, as John said, are just ideas. If I had if I were king, I would have one building goes now each of these potential multiple buildings could be a polluter. If we had a one building to, one project to deal with. We could work with that. My family by the way they used to be a process where adjacent landowners were allowed to meet with the project under question. I don't know what happened to that. But when we met with Roseburg, I cannot tell you how cooperative they were. And they allowed us to make suggestions and they changed their plans based on our suggestions. You know, some, somewhat and

then we could become a supporter rather than negative. So, I don't know what happened to that process. But if I don't know if you all make your rules or the County Council makes your rules, but that ought to be a rule in my opinion. When you share a property line with, with rezoning especially when it's an up zoning like this, which could be a mess. We're agricultural. I think the property owners ought to get a little head start on knowing what's going on. What else. That's, that's the main thing I can if I knew what was coming, I'd be more articulate and I'd be more you'd hear my voice cracking more, because it's some things that you can approve, and some things that are awful for this site. Okay, that's it for me. But can you answer is this a common thing where you have an unannounced project, and you're just rezone like land banking? That you're not going to let it nuclear dump? Come here, and stay over this? Yeah, I know. You probably wrote it. There's some nice things and some not nice things. That's all I'm saying. Thank you for your attention.

Someone from the audience asked if they could speak in place of Jeff Sebo, and Chairman Raines asked them if they signed up to speak. They stated no, but Chairman Raines told them he will give them 2 minutes.

Robin Dobson stated I do live very close to this; well I live really actually the other side of the interstate 3631 Hernandez Road in Richburg. So, all around this property. I've looked today at Beacon all around this property from back behind it all the way across the Interstate is R2, is R2 except for one little exception is ID-1. It's 3.4 acres. So, this is all, this is all agricultural land. Mr. Clark has a huge cattle farm right there. All right. We have a lot of industrial two zoning. We have Luck Stone heavy ID once you go on to start with Carolina poly and the wood place all those places are ID-2 along east. So, once it starts at the end of all this R2 your industrial starts very, we are very worried about what Luck Stone is going to do. You go to the other end to Albemarle, you've got all that industrial, let's space out our industrial and keep it, don't put an ID-2 right in the middle of a R2 because we have need for Executive housing. We're gonna have some big people coming in for Albemarle and some of these other big companies, they're gonna, they're gonna want five or 10 acre lots. Why couldn't this be? Five or 10 acre lots. It's also adjacent to a ballpark. It's adjacent to the Rodman complex, we have no Greenway in Chester County. We have no designated land. That's for our recreation. So, I say let's do something different besides ID-2. Let's get some Greenway space. Let's I'm for, I'm for growth, I'm for smart growth, but there's no reason to put ID-2 right in the middle of 1000 acres of R2. When you got ID-2, you got it to plenty of ID-2 up this way. You've got ID-2 across the highway. Across from sharers property. So, let's keep some space where we can live happily. And so that's all I have to say. I'm just I'm very, very against an open-ended bank, zoning Bank, which is something Mr. Clark said I never knew that term but thank you. I'm not in favor of it. We need other places.

Chairman Raines stated thank you. Okay that'll end public comment for the meeting. I'll entertain a motion.

Commissioner Grants stated I got one question for staff. When was the last time the Comprehensive Plan was rewritten or revised? It's been what about five years.

Planning Director Mike Levister stated the Comprehensive Plan for Chester County was updated in 2023.

Commissioner Grant stated okay, okay. Well before, before that now my question is Highway 9 corridor all the way from the other side of the interstate all the way to Chester, like he showed has been the foreseeable future is for industrial. Am I correct.

Planning Director Mike Levister stated Chris may be able to talk more on the gateway masterplan.

Chairman Raines stated okay.

Commissioner Hough stated I have another question, forgive me I'm sorry. From what I can see here, you have two access on nine with a property in front of it that's going to block most of this or highway 9 away from being seen. And in this drawing, we have no access on Rodman Road. I think that's what would affect the residential part the most. And it's a question I was asking behind the scenes, is it possible to do an approval with a recourse clause like she was saying for five years and can't we restrict access on Rodman is that possible?

Planning Director Mike Levister stated you can put anything you want but when the county council has the authority to add or subtract which y'all's recommendation is, but you can make a recommendation whatever you feel comfortable with whatever your decision or your motion wants to be.

Chairman Raines stated but if that's approved, it goes with the property as it's on any conditions we put on it that are approved.

Planning Director Mike Levister said correct.

Commissioner Hough stated I understand what he's saying Hwy 9 is developed, there's gonna be developed out that way I'm sure commercially or industrial, do a lot of that corridor. But with Rodman Road in residential and you have two accesses is on 9 already. Anyway, that would be my suggestion.

Chairman Raines stated let's get a motion on the floor first.

Commissioner Grant stated I make a motion that we approve, Mr. Chairman.

Chairman Raines stated he seconds.

Planning Director Mike Levister stated if you're going to put, so you need to remove your second he got to remove his motion and then y'all got to make whatever stipulation you want to put in your motion. You got to state whatever you want to make your recommendation in your motion.

Chairman Raines removed his second.

Commissioner Grant removed his motion.

Commissioner Hough stated my recommendation would be not to have access on Rodman there because we have two accesses on 9. And then also the five-year reverter clause. That would be my recommendation. My opinion.

Chairman Raines stated I second that. Okay, so your motion is to approve rezoning to ID-2 with conditions that no access, street access Rodman Road and a five-year reverter clause is that correct?

Commissioner Hough said correct.

Commissioner Grant stated remember what when it does come back up again. We'll have to make sure that we restrict that access off of Rodman Road. Because he's got to come back to us whenever something comes in here.

Chairman Raines stated yeah, you got to have a site plan that's been done. But if we make that motion and it goes with the zoning at a property and that'll be a condition of that, I understand. Okay, so anybody have any thoughts about how we decide what it is and how we decide to move forward. I look at it from this standpoint, is it perfectly in line with the comprehensive plan. I don't think that ID-1 and 2 is overly speculative for the area and you know, we had a couple of months ago proposed to put houses there. And that was too much traffic for and all the reasons it's been stated. I mean, we have a plan from the county that says this is how we'd like to grow and the property owner seeking to do that. I think it's well within reason to grant in my opinion. The gentleman made a point about one big building, but if you clearly look at the streams, I'm no site engineer anything but I don't think they're gonna let you divert all that natural drainage and that kind of stuff. I think if you start getting permits and things, you're gonna be too much like this plan has shown because of the layout of the property, and the general topography of it. I don't think it could be subdivided from this and one ID-2 and four ID-1 you know, just whatever happens to be. They could ask for rezoning and zone it down or just put a property in there that meets both classifications. But that's just my thoughts. Anyone else have any, anything they would like to state?

Commissioner Grant stated I think you hit the nail on the head.

Commissioner Hough motioned to approve with a 5-year reverter clause and no entry off Rodman Road, 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: 9-19-23 Case # CCMA23-12 Invoice # 7073

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

Please give your reason for this rezoning request:

The Map Amendment request is submitted for approval to allow a mix of industrial uses on the subject property as permitted in the ID-2 district.

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: All uses permitted under ID-1 and ID-2.

Property Address Information

Property address: Highway 9 & Highway 909
Tax Map Number: 106-00-00-121-000 Acres: 180.39

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

PLEASE PRINT:

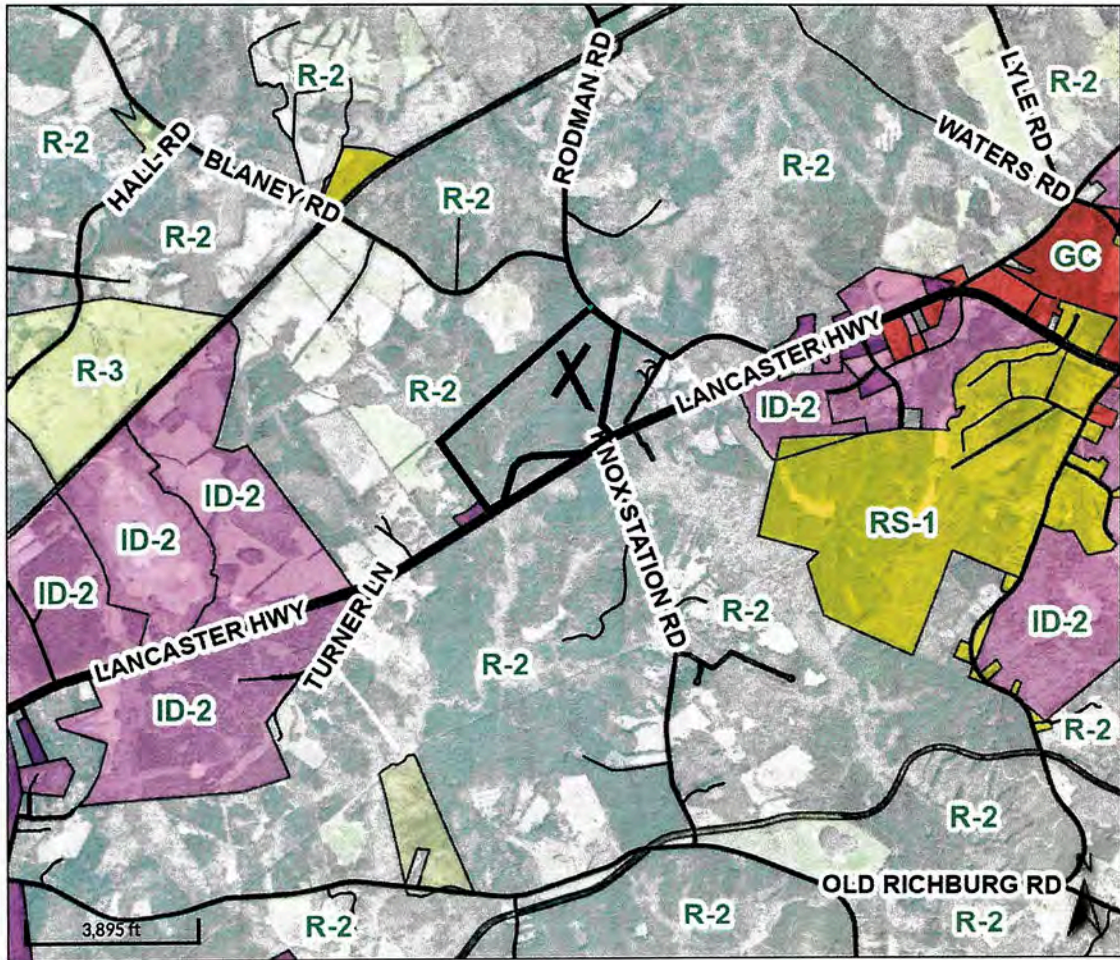
Applicant (s): Griffin Land Holdings, LLC c/o John H. Ross
Address P.O. Box 1561, Monroe, NC 28111
Telephone: [REDACTED] cell [REDACTED] work [REDACTED]
E-Mail Address: [REDACTED]

Owner(s) if other than applicant(s): Thomas Eckles and Ralph Eckles
Address: 131 Shoreman Rd., Spartanburg, SC 29307
Telephone: [REDACTED] cell [REDACTED] work [REDACTED]
E-Mail Address: [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: Thomas Eckles Ralph Eckles Date: 7/20/2023 | 9:26 AM PDT
Applicant signature: [Signature] Date: 7/20/2023

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



Overview



Parcel ID 106-00-00-121-000
 Sec/Twp/Rng n/a
 Property Address

Alternate ID n/a
 Class LA
 Acreage 180.392

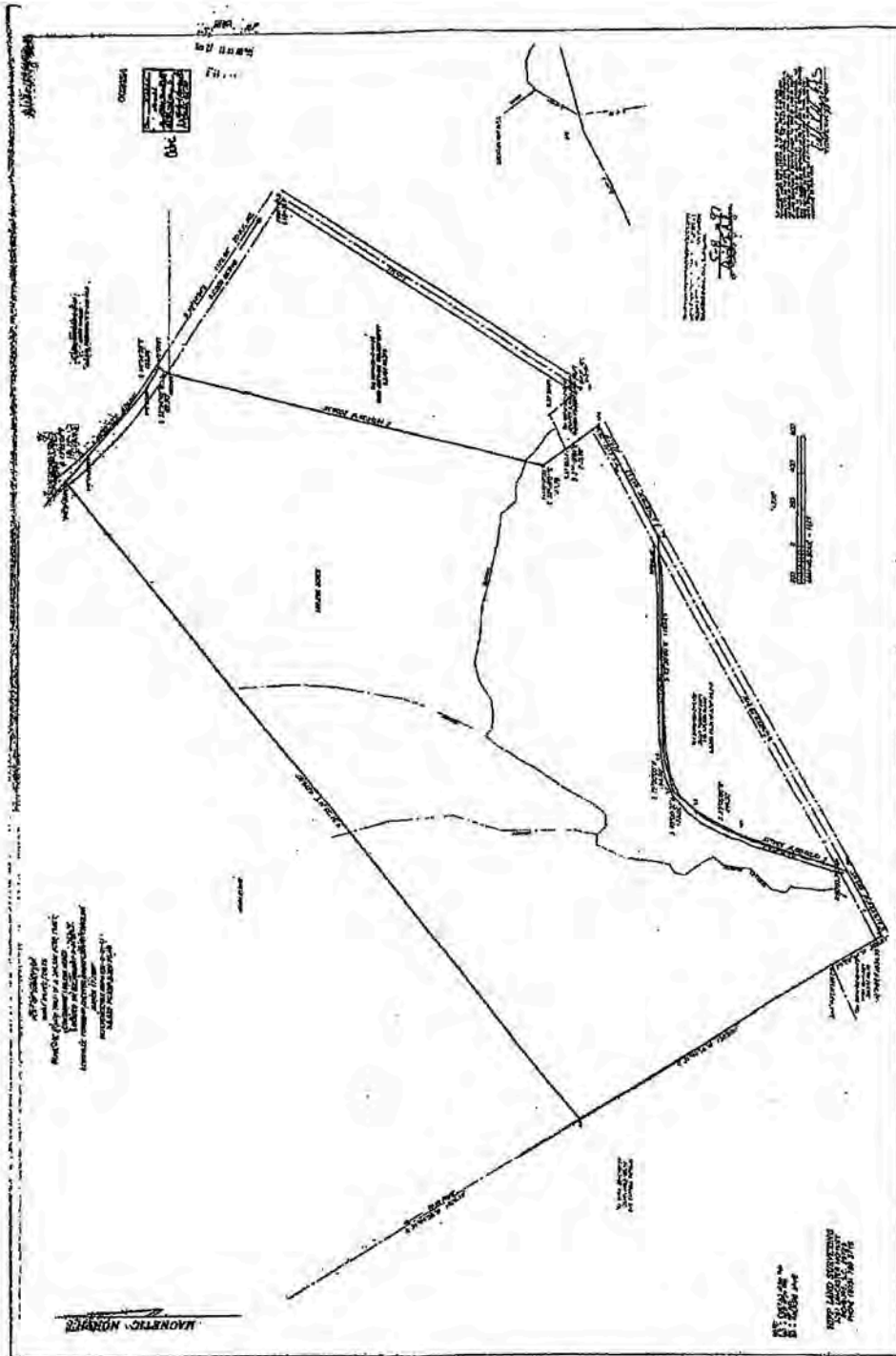
Owner Address ECKLES THOMAS W AND
 RALPH B ECKLES
 131 SHOREHAM ROAD
 SPARTANBURG SC 29307

District 06
 Brief Tax Description HWY 9 & HWY 909
 (Note: Not to be used on legal documents)

Date created: 9/26/2023
 Last Data Uploaded: 9/26/2023 2:10:19 AM

Developed by  Schneider
 GEOSPATIAL

6



FARM APPRAISAL CARD

SOUTH CAROLINA

CARD _____ OF _____ CARDS

COUNTY Chester

TAX MAP <u>106-0-0-121</u>	DISTRICT <u>1</u>	DATE OF APPRAISAL				APPRAISER		
	TRANSFERRED FROM	Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE
106-00-00-121-000 ECKLES THOMAS W AND RALPH B ECKLES 131 SHOREHAM ROAD SPARTANBURG SC 29307	MARGARET M. HENRY	717	020	182.296	C	5105	5-8-97	96E-12112
	Mary Wilkes Eckles <small>Recorded 1-5-02</small>	810	99	182.296	CAB	5105	12-28-01	\$
	WRT ECKLES Enterprises LP	1259	88	1.82296	CAB	5105	11-26-18	Name change
	Mary Eckles Rev Trust	1279	300	1.82296	C	5-105	6-21-19	\$1.00

PROPERTY LOCATION	GENERAL DATA	COST DATA	INCOME APPROACH		Remarks:
St., Rt. & No. <u> Hwy 9 & Hwy 10</u>	Yr. Built	Land	Econ. Rent	Cap. Rate	
City	Economic Life	Imp.	Expenses	Income	
Use	Condition	L. H.	Net Inc.	Cap. Rate	
Subdivision	Quality	Total	Land Inc.	Imp. Value	
Legal Description	Annual Rent	Stamps	Imp. Inc.	Land Value	
	Bldg. Permit <u>R2</u>	Old Map Ref.	Recap	Total Value	
	Mort.	File No.	Int. Rate		

STANDARD CLASSIFICATION		PROPERTY DATA		LAND VALUATION					
NEIGHBORHOOD	TRANSPORTATION	LAND IMP.	UTILITIES	CLASS	ACRES	MARKET VALUE		USE VALUE	
						Price per Acre	Total	Price per Acre	Total
Progressive	Paved Road	Buildings	Electricity	4T	102	81	14750		
Static	Earth Road	Pavement	Water		182				
Regressive	Railroad	Fence	Gas						
Old	Water	Landscaping	Sewer						
New	Airport	Well	All Utilities						

LAND		ESTIMATED MARKET VALUE	
Number of Acres <u>182</u> ²⁰⁰⁰ <u>102</u>	Number of Lots		
Per Acre Value <u>750</u> <u>2,000</u>	Number of Front Ft.		
Value for Acres <u>14000</u>	Per Lot Value		
Returned Area	Per Front Ft. Value		
Legal Area <u>182.296</u>	Value for Lots		
Planimetered Area	Value for Fr. Ft.		
Total Land Value		TOTAL	182

ESTIMATED MARKET VALUE				LAND VALUATION BY YEAR				
	Land Acres or Lots	Improvement	Total					
Number	<u>182</u> <u>102</u>			19 <u>02</u>	19	19 <u>007</u>	19 <u>200</u>	19 <u>2006</u>
Cost Approach				<u>182</u>		<u>102</u>	<u>182</u>	<u>102</u>
Market Approach				Market Value	<u>364,000</u>	<u>408,000</u>	<u>364,000</u>	<u>204,000</u>
Income Approach				Use Value	<u>14,250</u>	<u>4</u>	<u>19,700</u>	<u>8,250</u>
Correlated Value				Difference				
Assessed %								
Reviewed by			Date					

106-00-00-121-000
 ECKLES THOMAS W AND
 RALPH B ECKLES
 131 SHOREHAM ROAD
 SPARTANBURG SC 29307

FORM 1

FORM 1



Building & Zoning Department
1476 J A Cochran Bypass
Chester, SC 29706
Phone: (803) 581-0942
Fax: (855) 930-0979

Issued to:

Bridget Grant

100 North Tryon Street
Charlotte, NC 28202-4003

Receipt No. 7073

Date 08/18/2023
Cashier jchappell

Payment Items

Map Amendment Rezoning propert	\$300.00
	\$300.00

Form of Payment

Check	548619	\$300.00
		\$300.00

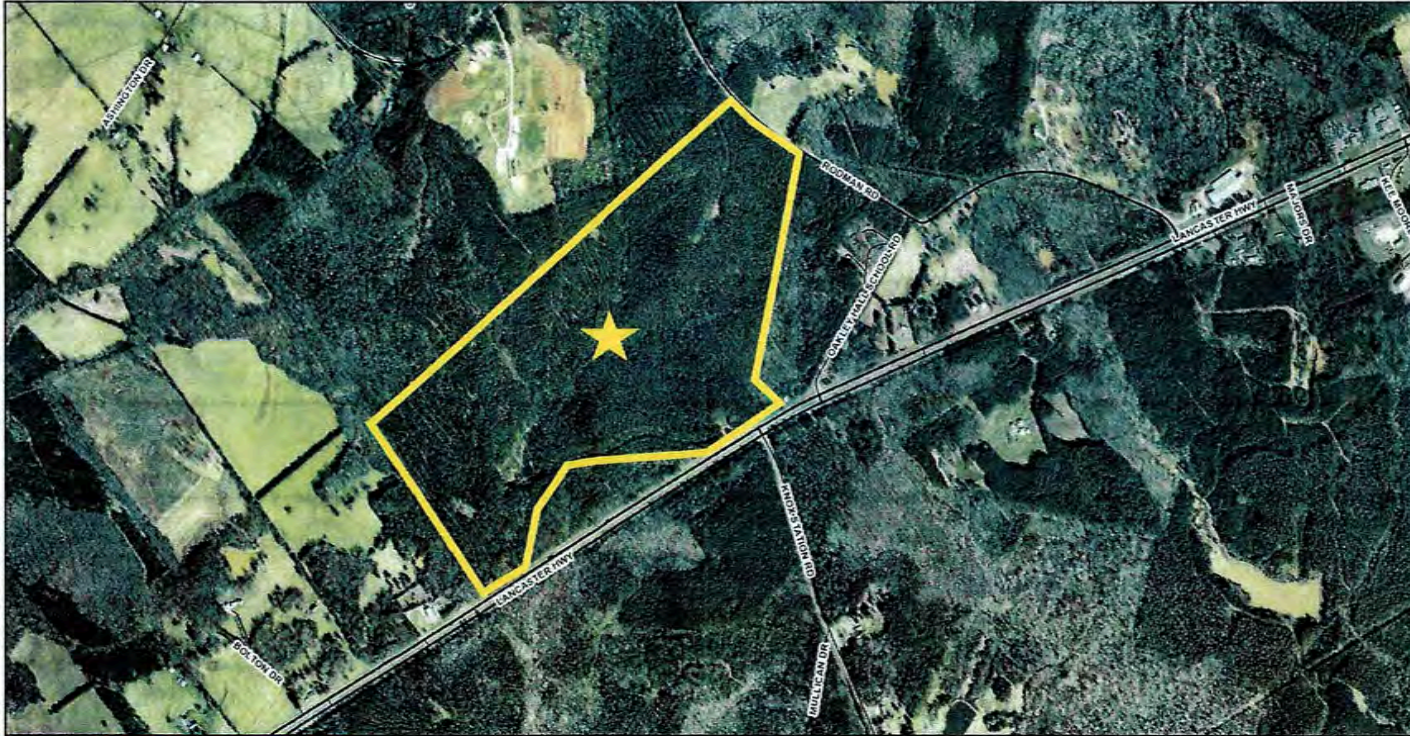
Thank you for your payment.

GRIFFIN LAND HOLDINGS, LLC LANCASTER HIGHWAY

PLANNING COMMISSION MEETING
SEPTEMBER 19, 2023

Moore & Van Allen

AERIAL SITE CONTEXT

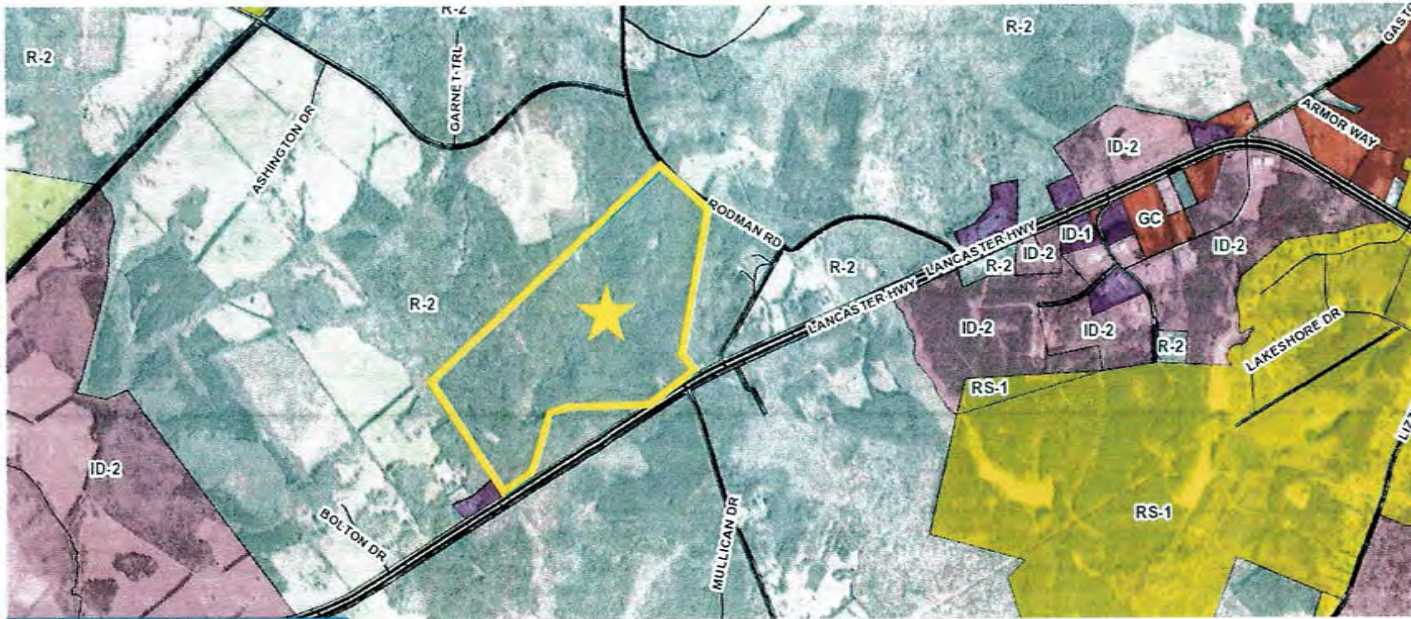


180.39 Acres

- Site is located north of the intersection at Lancaster Hwy and Knox Station Rd.

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SITE LOCATION & ZONING



180.39 Acres

- The Site is zoned R-2
- Proposed zoning is ID-2 (Limited Industrial) to allow development of the site with industrial uses

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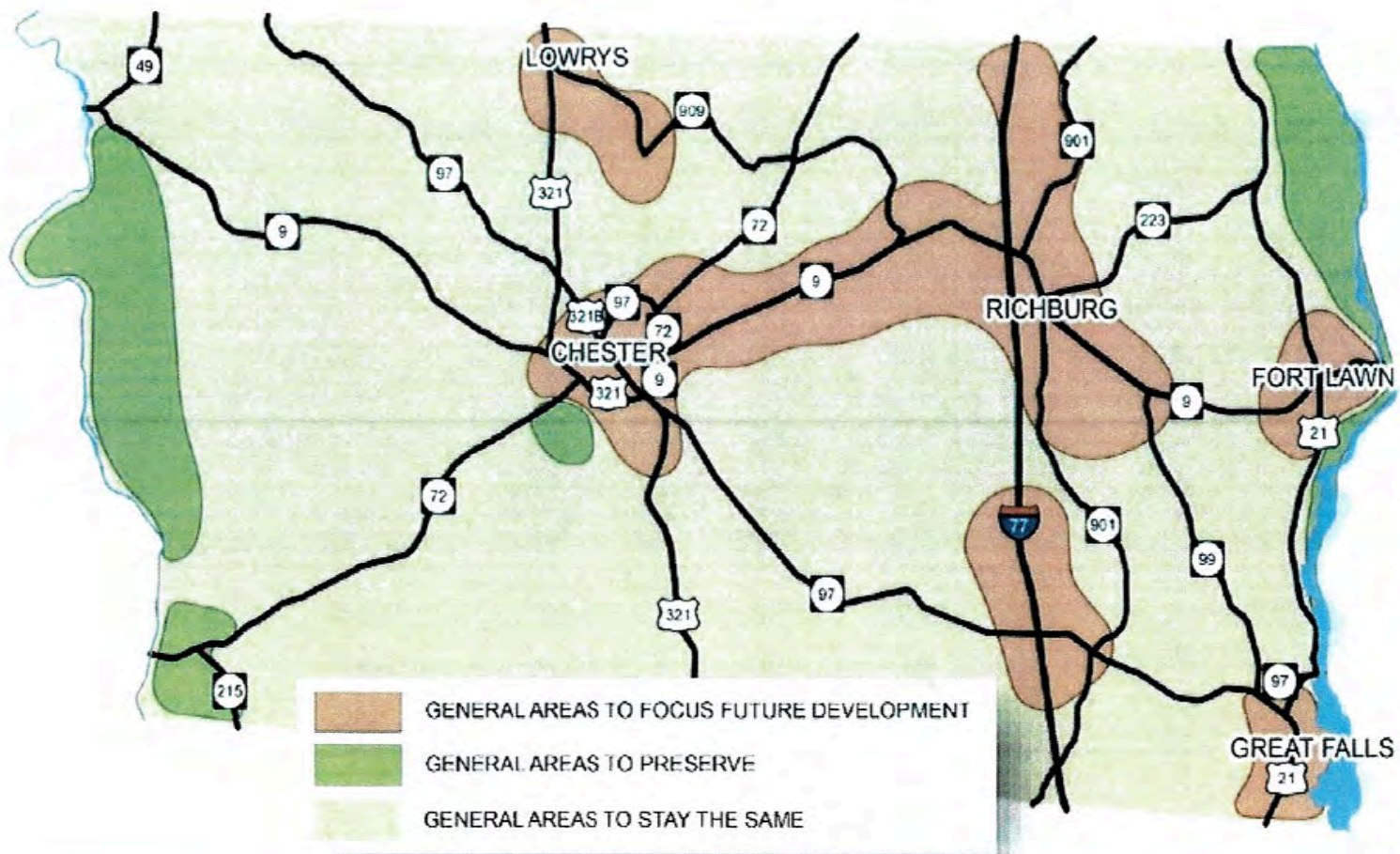
PROPOSED ZONING OVERVIEW & BENEFITS

- Zoning from R-2 (Rural Two) to ID-2 (Limited Industrial)
- Previous efforts to rezone the site to residential faced opposition; community suggested industrial uses
- No impacts on schools
- Typically lower “peak hour/rush hour” traffic
- Not project specific to allow for a range of options/flexibility to meet market demands
- Building on Chester County’s success in recent years
- Taking a proactive approach create highly marketable site. ***“Zoning-ready”***
 - *It’s a partnership to advance the goals to attract business*
 - *Great location for Tier 2 and Tier 3 suppliers*
 - *40 minutes north of Scout Motors (jobs)*
 - *This type of site can help Chester “win” opportunities*

CONSISTENT WITH COMPREHENSIVE PLAN

- “Protect existing industrial developments while promoting new industries and economic development opportunities.”
- “Continue to create an environment which leads to increased industrial investment for the Chester County economy.”
- “Promote the maintenance and development of recreation facilities . . . that support healthy lifestyles and combat chronic illnesses affecting Chester County Residents.”
- “Continue to support existing recreation assets . . .”

Where Should We Grow?



Moore & VanAllen

Rodman Sports Complex



- Sewer for future park expansion
- R/W dedication to provide connection between park and Rodman Road

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CONCEPTUAL SITE PLAN



ID-2 (LIMITED INDUSTRIAL)

- ID-2 districts are intended for a general variety of medium industrial and commercial uses which do not create nuisances beyond the property boundaries.
- Permitted Uses include:
 - warehousing and logistics
 - centralized administrative offices
 - some manufacturing
 - agriculture and forestry
 - limited retail
- Prohibited Uses include:
 - animal processing
 - chemical manufacturing
 - hazardous waste,

THANK YOU

Moore&VanAllen

Chester County Planning Commission Minutes

October 17, 2023

CCMA23-14 Robert Reid and Craig Shaftner request Tax Map #124-00-00-008-000 located at 3353 Edgeland Road, Richburg, SC 29729 to be rezoned from Rural Two District (R2) to General Commercial District (GC).

Robert Reid stated his address is 3458 Hernandez Road, Richburg, SC. So, I'm looking to expand the current business and sell equipment trailers, which is support trailers, essentially what we're already doing. Eight tire Gooseneck type trailers and down. Those types of things. A retail dealer.

Chairman Raines stated so you'll be selling larger trailers gooseneck.

Mr. Reid stated what we would specialize in is gooseneck trailer and down.

Chairman Raines asked would they be building them on site or just bring them in a selling them.

Mr. Reid stated no sir, we would be a dealer.

Chairman Raines stated with a ten-acre track, you are planning on having that much inventory to cover that much ground.

Mr. Reid stated it's possible. I mean, I would like to have room to grow. I'm not saying that I would pull in you know ten-acre worth of trailers on day one. I wouldn't be, I wouldn't expect to do that.

Chairman Raines asked if there were structures on the property already.

Mr. Reid stated no structures, this is raw property with nothing but timber on it.

Chairman Raines stated no well, septic or anything or no old buildings.

Mr. Reid stated no sir, no sir all land.

Commissioner Hough stated I have a question. You say it's 10 acres and you are retail there. And you're going to do a full 10 acres of retail. Like you are going to clear the full ten acres.

Mr. Reid stated sure, sure, yes, yes. Currently we have a business now, we're averaging anywhere from 1 million to about 1.25 million in sales and that's on 30 acres. This business I plan to scale up and sell. I'm going all in. I'm going to sell some trailers.

Commissioner Hough stated yes it sounds like a big operation. The only question I have at this time, it's kind of right there in the middle of a pretty heavily residential area, you know, I mean, yeah, Victorian Hills across the street and you've got a lot of like housing right there, you know what I mean. So, my question is noise wise and stuff like that. How will you shield from that or what was your game plan there.

Mr. Reid stated yeah, no, I mean, I like Chester County, I like the area, like continue to do business. You know, like I said we are doing I know we just remitted over \$10,000 to the South Carolina Department of Revenue. I believe y'all get a cut of that every month, so I don't want to double that essentially. But yeah, no, I don't want, we're not gonna make a lot of noise. We're not manufacturing trailers. So, this would be a quiet operation.

Commissioner Walley stated that you said you were expanding your business. Understand business wise, but location wise. This new piece of property is not at your current business location correct.

Mr. Reid stated yes, ma'am. This is a totally different property, a different address.

Commissioner Walley stated, and you don't have room at your current location, well it's none of my business or not to expand there.

Mr. Reid stated right, that's correct.

Chairman Raines asked where is your current location.

Mr. Reid stated it's at 3458 Hernandez Road. And this ten acres is in that Master Plan when we bought it years ago. It was the master plan, or it was where Chester County wanted to see some growth, I do know that. That so when we bought the property we were expected to ah, so we bought the property years ago.

Chairman Raines stated if you had to speculate, you say in three years, how many trailers would you sell a day.

Mr. Reid stated as far as like projected sales. Yeah, sure. So, I'm looking at a quarter million-dollar initial order because of a \$250,000 worth of trailers. In it those sale when like replenish those and continue that way. So, you know that's a hard question to answer. Okay, if we're in a good economy, we're gonna sell a lot trailers. If we're not we're probably not, you know, and I think that you know, I don't know that I can tell you see, let me ask you to ask me that again. If you don't mind sir.

Chairman Raines stated I'm trying to get an idea about traffic on the road. So, in a day's time, a week's time and you sell five trailers a day or forty trailers a week.

Mr. Reid stated Yeah, no. So yeah, so these are bigger price point deals. It's not like we'll have a line of people coming in and out for trailers. This would be a this would be, you know, a couple I would say five trailers a week maybe type deal, so it won't be a lot. We're not gonna to have a whole lot of traffic coming in and out. Yes sir, that's current business and I can comfortably say that. That's how it is right now with the business I've got now.

Chairman Raines stated with your business across the road you refurb implements and stuff over there.

Mr. Reid said we are a dealer and have new equipment.

Chairman Raines stated you rezoned that about 8 months ago.

Mr. Reid said yes sir.

Chairman Raines stated you are currently selling trailers there.

Mr. Reid stated no sir, so what we're doing currently is we're a construction and farm equipment dealer, where we sell a lot of construction equipment. Of course, you all know more than anybody, there's a lot of growth in this area, and we sell a lot of the running and driving equipment. We sell and specialize in skid steers, mini excavators, that sort of thing and we sell the attachments that go on them.

Commissioner Hough stated but I love the idea of the business being in Richburg. The only concern I have is we gotta be sure because we're trained not to spot zone you know what I mean. And everything around there is R2. So put something commercial is kind of right in the middle.

Mr. Reid stated do you have a map that you can put up there because I don't know if everything is R2. I'd like to see that on a map, you may be right but I don't think there's a lot out there.

Commissioner Hough stated he looked at it on my phone right before I got up here. But most of it what I see, I don't have a way to put it on there for you.

Mr. Reid stated he can do it; I got the Beacon here. Well, there's an industrial, and my current 30 acres of general commercial is less than a mile. So, there's general commercial, it's pretty close by, and there's industrial that's right by it. I mean, I'm trying to you know, I think I made a pretty good argument here.

Commissioner Hough stated I agree. But we also consider everybody that lives around there. But if you look, I see.

Mr. Reid asked if is there anybody that's objecting tonight.

Commissioner Walley stated we haven't got to that point yet.

Mr. Reid stated ok gotcha, I'm sorry. I didn't mean to jump ahead. If there is, I'd like to talk to them too, current neighbors that I know of that have any problem with my current business. So, that's all in this same area. And I would you know, personally like to talk to anybody that has any, has noticed us being any kind of noise violations or any kind of traffic or anything, you know, I like to say that we've that we've been good for the community.

Chairman Raines stated Ms. Walley you have a question.

Commissioner Walley stated no I changed my mind.

Chairman Raines stated okay, we have one member of public that's asked to speak in relation to this matter, Jason Alt. Please state your name and address for the record, please.

Jason Alt stated my name's Jason Alt, I live at 3391 Edgeland Road. Two properties from the property that's in question right now. And basically, Mr. Reid is right, I know exactly where his business is down there on the corner of Hernandez Road and the road I live on. No problem with him or that business down there. But like I told him about five years ago, because we have three properties right there in a row, with about 10 acres of piece. We get his property right there. My neighbors that are behind me, sitting beside me. They own 10 acres right there. They lived there for 50 years, right at 50 years. And then 15 years ago, I moved into the 10 acres beside them, and I told them right then as far as I'm concerned, I will keep that area right and as close as I can to the way it's been all their life there as long as I can, you know, and that includes my property too. I understand, you see I build houses, roof houses, remodeling, and bought and sold properly. I understand that if this land goes commercial is not going to do nothing but up my property value at some point along the way. And I'm fine with that. But I'm willing to do without that right now for them. And you know I think that years ago when me and Mr. Reid talked about five years ago or something we were talking about new properties right in there. I was actually asking him about that property to see if somebody was hunting there just to be safe around that area. Because I hunt that area too. No big deal. And then basically, you know, basically I live there with my family and neighbors have lived there a lot longer than I have, and I would just like to see it the more

residential land with the new houses and all that are coming in around there. It's already changing a lot right in there and just as we figured the houses and the traffic and all that. That's fine. And I am 100% fine with that other business down the street. I didn't even realize it was commercial down there. You know that, that's what I consider a good place for business right there is just right there where these 10 acres is. To start with it's a smaller track of land. And there's a lot of houses in that area right there. That's why I oppose it, I oppose that changing to commercial at this time. Now, years from now whenever my neighbors aren't there anymore, I would probably change my mind on this right here. But as of right now, I'm going to stand with what I told them 15 years ago, that I don't want that commercial. And not that I don't want him to run a business and sell trailers. I'm all for business and making money. I just don't want it beside their house. And I know that they don't either. When I talked to them earlier about coming up here speaking for them tonight, I realized that they are some of the last couple people that actually enjoy sitting outside in the mornings and sitting outside in the evenings. I don't have time to do that. I wish I did. Because I got a great spot to do it too. But I work all the time and they still enjoy that. And I don't want to see it gone anytime soon. And that's all I got to say.

Chairman Raines stated hold on for a minute.

Commissioner Walley stated I'm assuming the two people sitting next to you when you were raising your hand that were opposing, you're speaking for them as well.

Mr. Alt stated yes ma'am, that's my neighbors, Barbara, and Jimmy Blanks.

Chairman Raines stated you have something to say.

Mr. Reid said yes sir.

Chairman Raines told Mr. Reid to step to the podium.

Mr. Reid stated, I understand his concerns and the neighbors' concerns there. There's a lot of developments in that same area, but I'm not for. But I'm also for you know, I'm also for, you know, I own the property you know, not my neighbors. You know, I just don't feel that you know, if I had my way the developments across the road wouldn't be there. The developments across from me wouldn't be there. But you know, the way I see it, you know, I can't, I can't control that. You know if it was up to me then. Yeah, sure. It wouldn't be development there. But you know, I'll tell you this, my family was there. We've got a century farm, my family's been there for a long time. And that area was in, was in business. My great, my great grandfather had a cotton gin where that business is today, operating it. There was Burns schoolhouse right there. There was a schoolhouse where this is. I know this area, and I for this area, for my neighbors. and I would like to talk to these guys after this and if there's anything I can do, to address their concerns whether it be noise or something like that. I'd like to try and accommodate my neighbors. At the same time, I'm a businessman and it's a ah, I bought that property intended on doing business. And I don't want to put up apartments. I could sell that property if they shot this down and sell it to a developer. And that developer come in and put a whole bunch of apartments and buildings or would you rather me be there. And you already know me as a business owner, which you already know. Essentially would you rather me be there or would you rather that property get sold and be another subdivision. I feel like Blue Best Equipment Sales is good for Chester County.

Commissioner Hough stated I'm gonna make a motion to decline this rezoning just because of the location as far as all the residential around it.

Commissioner Grant asked what the motion was again.

Chairman Raines stated we have a motion on the floor to decline the rezoning request as stated. Commissioner Grant stated I second that.

Chairman Raines stated All in favor. Oh, we have to have a discussion. Okay Miss Hill, you have something to say.

Vice Chairman Hill stated no I was getting ready and thought.

Chairman Raines stated to paraphrase Mr. Hough, but it's true. You got ID-1, ID-2 along the interstate over towards the hotel motel. But this area is all R2. We took the time a year or two ago to put more housing across the street. You've got Victorian Hills. While it's true we did rezone his current property to limited commercial, it's off another road, that doesn't really front this. It's not as intrusive I guess to the character of this part of the road in R2 zoning that exist now. So, in my opinion would be somewhat of spot zoning because you do have a lot of houses and residential in that area.

Commissioner Walley stated I would like you to clarify the statement you just said that we rezoned his current location.

Chairman Raines stated yes, the property off of Hernandez Road.

Commissioner Walley asked Mr. Reid is that true.

Mr. Reid stated from the audience, yes ma'am.

Commissioner Walley asked what year was that.

Mr. Reid stated from the audience this year.

Commissioner Hough stated you're already doing business there at that location if I remember correctly, is that right.

Mr. Reid stated again from the audience this property in question now was already zoned limited commercial and what we did was take it to, from LC to GC due to the growth of the business.

Commissioner Walley said the one you are selling at now.

Mr. Reid stated from the audience that is correct.

Chairman Raines stated can you step to the podium and state that again. It was already limited commercial.

Mr. Reid stated yeah, and I would like to bring up another point. I bought that property beside Mr. Alt there about four or five years ago. I sat down in Chester County Office and looked at a grand master plan and they wanted to see growth coming up that road, okay. And that was part of why I bought that property in that location. A little disappointed that I would, I would think that everybody up here would want to see how this particular business would hurt anybody in the area.

Commissioner Walley stated excuse me, I'm sorry, I think the point we were discussing was your current business.

Chairman Raines stated your current business is, we rezoned it from.

Mr. Reid stated did I miss that. The current business was zoned LC and rezoned to GC this particular year.

Commissioner Walley stated it was LC.

Mr. Reid stated LC is limited commercial.

Commissioner Walley stated I know what it is, it was LC from back when your great, great grandfather had a cotton gin there.

Mr. Reid stated absolutely yes ma'am it's been business property.

Commissioner Walley stated that I was just clarifying that we didn't rezone. He was commercial at that point at Hernandez Road back when his great, great grandfather had a cotton gin there.

Mr. Reid stated she's right, exactly right, that's exactly right. Thank you for clarifying that.

Commissioner Walley stated that's how it got to be commercial.

Chairman Raines stated thank you Mr. Reid.

Commissioner Hough stated I would like to add one thing.

Mr. Reid stated absolutely, tell me what you got sir.

Chairman Raines stated that was our only question, you can have a seat.

Mr. Reid stated he said he was going to add something.

Chairman Raines asked Mr. Hough were you going to ask him a question or something.

Commissioner Hough stated no, I was just going to add something.

Chairman Raines stated have a seat Mr. Reid, we're in the discussion phase now.

Commissioner Hough stated I understand what you're saying but there's still so much housing there. I think that it's not a bad thing you are doing. And I think it's just a little early in the plan of things in my opinion for what that property is gonna be. I just think it's a little early that I don't think that is a bad thing that you're trying to do, but there's just still so much residential there. I think it's just a little premature. That's why I made the motion I made. I want you to understand. I'm not against business either. I think businesses in this county is a wonderful thing. I think what you do is a wonderful thing. Anything that generates money it's a bad thing. I think it's a little early.

Commissioner Walley stated I think too if zoning had been in effect when he put his other business there, that may have not gone through either.

Chairman Raines stated no Mr. Reid to have a seat we're discussing, have a seat and that they were through with public input.

Commissioner Walley stated you know when you look at our training, that say spot zoning where he currently is probably would not have passed back in that time.

Chairman Raines stated to add some context, he was still, he was in a commercial type setting, and he needed this to continue his business, so we made a modification if you want to call it that, but it was not an outright zoning from a residential rural type setting to this. Any further discussion.

Mr. Reid stated from the audience that he still had a follow-up if that's okay.

Chairman Raines stated we are through sir. We have taken your input and we're fixin to vote on it now. The commission is discussing this. Thank you.

Commissioner Hough motioned to deny, second by Commissioner Grant. Vote 6-0 to deny.

Chairman Raines stated now, having said all that, our opinions is advisory. The county council votes on this, and they have three readings. They will approve or disapprove based on and that'll be the official reading. So, you're welcome to follow the staff when, that is they have some public input, like three minutes, no response or anything from the council. You're welcome to come to those meetings. Give them your input there.

Mr. Reid stated from the audience, just so I take away that everybody is unanimous there's no, not a single vote that would be for this.

Chairman Raines stated 6 people voted against this and none in favor.

Mr. Reid stated from the audience, wow, that's interesting.

Chairman Raines stated for the reasons stated, we have some premises that we have to work with from the standpoint of zoning. You're welcome to hang around, you're welcome to leave. We ask you to just be quiet.



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: 10-17-23 Case # CCMA23-14 Invoice # 7121

The applicant hereby requests that the property described to be rezoned from R2 to GC

Please give your reason for this rezoning request: Retail Trailer Sales

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: 532412

Property Address Information

Property address: 3353 Edgelund Rd
 Tax Map Number: 124-00-00-008-002 Acres: 10.89

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 Reid, Craig Shaffer
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

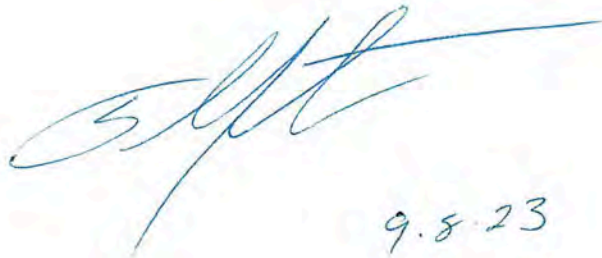
Owner(s) if other than applicant(s): Robert Reid + Craig Shaffer
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

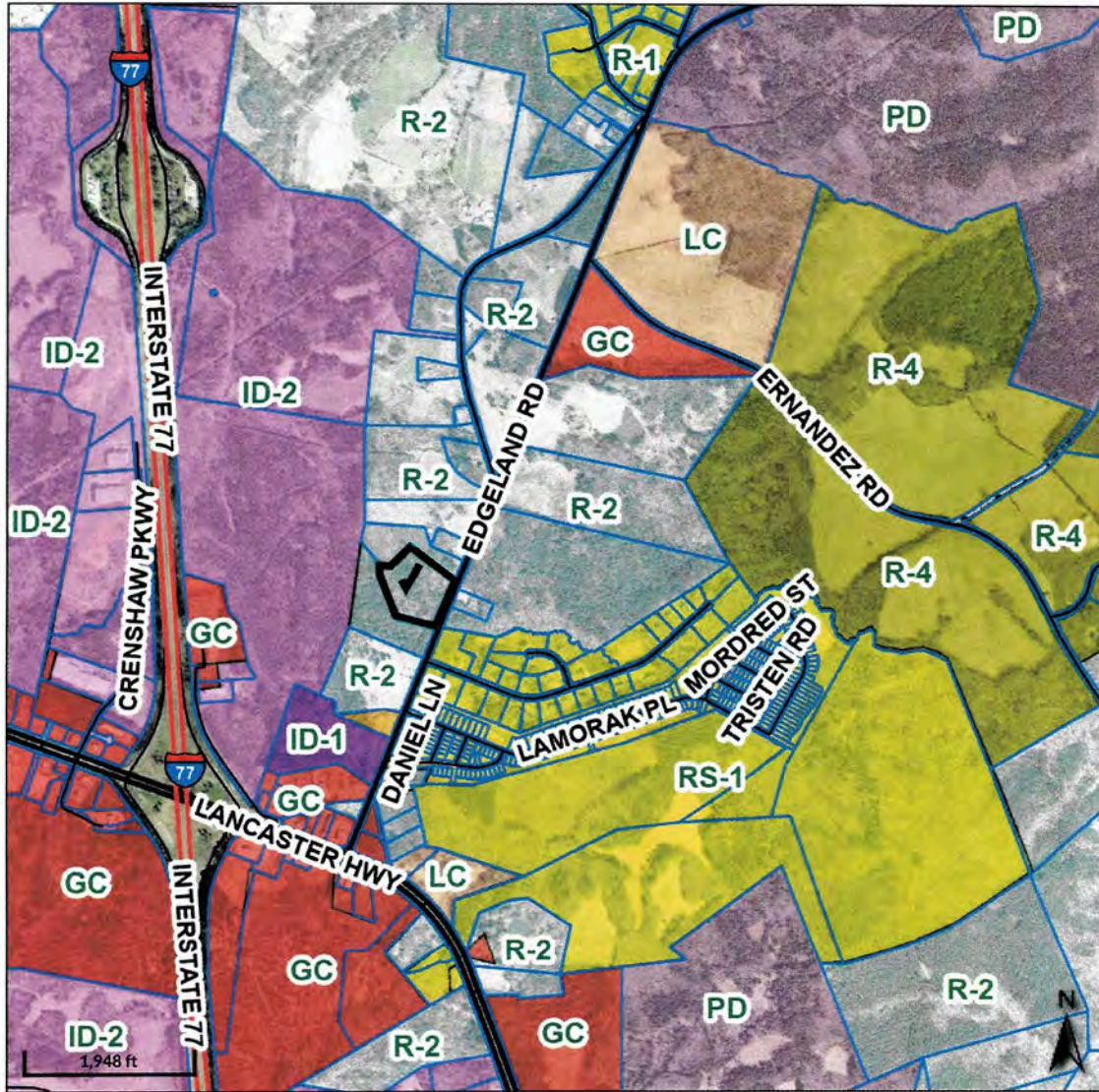
Owner's signature: [Signature] Date: 8/29/2023
 Applicant signature: [Signature] Date: 11/29/2023

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

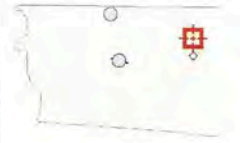
I CRAIG SHAFNER AM IN A
AGREEMENT W/ ROBERT REID FOR
REZONING OUR PROPERTY IN RICHBURG
TO COMMERCIAL PROPERTY.

A handwritten signature in blue ink, appearing to read 'C. Shafer', with a long horizontal flourish extending to the right.

9.8.23



Overview



Parcel ID 124-00-00-008-000
 Sec/Twp/Rng n/a
 Property Address 3353 EDGELAND RD

Alternate ID n/a
 Class LA
 Acreage 10.894

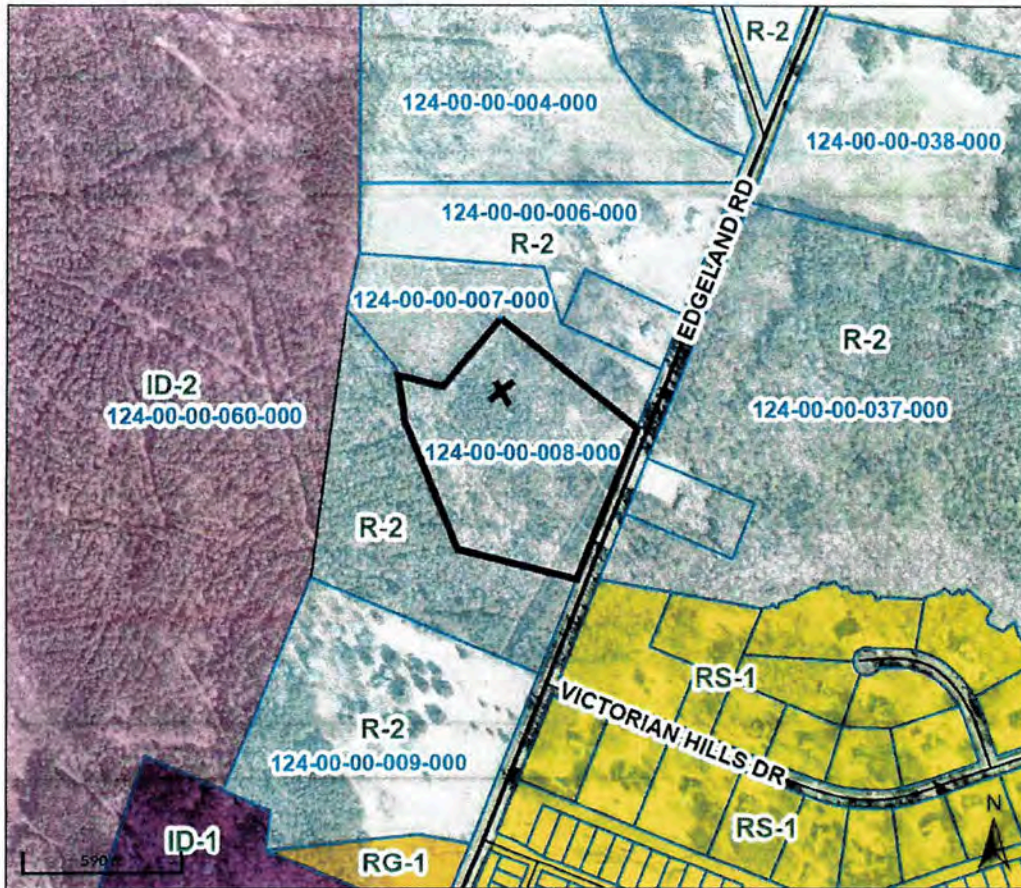
Owner Address REID ROBERT LUMMUS III-SURVIVO
 SHAFTNER CRAIG ANDREW-SURV
 105 E LOCKMAN ST
 FORT MILL SC 29715

District 03
 Brief Tax Description n/a

(Note: Not to be used on legal documents)

Date created: 11/3/2023
 Last Data Uploaded: 11/3/2023 2:13:02 AM

Developed by Schneider
 GEOSPATIAL



Overview


Parcel ID	124-00-00-008-000	Alternate ID	n/a	Owner Address	REID ROBERT LUMMUS III-SURVIVO
Sec/Twp/Rng	n/a	Class	LA		SHAFTNER CRAIG ANDREW-SURV
Property Address	3353 EDGELAND RD	Acreage	10.894		105 E LOCKMAN ST
					FORT MILL SC 29715
District	03				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				


Date created: 8/31/2023
 Last Data Uploaded: 8/31/2023 2:12:40 AM

Developed by Schneider
 GEOSPATIAL

Next Year [2024] Changes

Search Options

Map Number: 124-00-00-008-000 Real 00829093 History Year: 

Name 1: REID ROBERT LUMMUS III-SURVIVO Other Map Number: Find 

Alerts

Has Additional Comments

Owner Information

Post Initials: CW Reason for Change: Activity Date: 06/04/2021

Name 2: SHAFTNER CRAIG ANDREW-SURV Land Value: 50,000

Address 1: 105 E LOCKMAN ST Building Value:

Address 2: FORT MILL SC Total Market Value: 50,000

Zip Code: 29715 Total Tax Value: 800

Codes

District: 03 Fire Code: LA LANDO

Town: Neighborhood: R2 RURAL 2

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#

FARM APPRAISAL CARD

SOUTH CAROLINA

COUNTY CHOCOLA

CARD OF CARDS

TAX MAP <u>104-00-00-008-000</u>	DISTRICT <u>19</u>	DATE OF APPRAISAL <u>9/9/22</u>	APPRaiser <u>[Signature]</u>					
124-00-00-008-000 REID ROBERT LUMMUS III-SURVIVO SHAFTNER CRAIG ANDREW-SURV 105 E LOCKMAN ST FORT MILL SC 29715	TRANSFERRED FROM	Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE
	<u>Edward C. Burns</u>	<u>452</u>	<u>399</u>	<u>10.00</u>			<u>2-2-91</u>	<u>\$12,000</u>
	<u>Lula Burns</u>	<u>539</u>	<u>767</u>	<u>10.00</u>			<u>3-9-97</u>	<u>\$12,000</u>
	<u>Lucinda & Edith F. McKay</u>	<u>586</u>	<u>320</u>	<u>10.00</u>			<u>6-4-90</u>	<u>\$12,900</u>
	<u>Carlos D. Valdez-et al</u> <small>Recorded 12-10-92</small>	<u>630</u>	<u>275</u>	<u>10.06</u>	<u>CAB A</u>	<u>SI. 10/185 PUA</u>	<u>12-3-92</u>	<u>\$69,500.00</u>
<u>Virginia T. Lyle</u>	<u>1821</u>	<u>227</u>	<u>10.06</u>			<u>10-30-17</u>	<u>\$75,000</u>	

PROPERTY LOCATION	GENERAL DATA	COST DATA	INCOME APPROACH	REMARKS
St., Rt. & No.	Yr. Built	Land	Econ. Rent	Cap. Rate
City	Economic Life	Imp.	Expenses	Income
Use	Condition	L. H.	Net Inc.	Cap. Rate
Subdivision	Quality	Total	Land Inc.	Imp. Value
Legal Description	Annual Rent	Stamps	Imp. Inc.	Land Value
	Bldg. Permit	Old Map Ref.	Recap	Total Value
	Mort.	File No.	Int. Rate	

STANDARD CLASSIFICATION		PROPERTY DATA		LAND VALUATION					
NEIGHBORHOOD	TRANSPORTATION	LAND IMP.	UTILITIES	CLASS	ACRES	MARKET VALUE		USE VALUE	
Progressive	Paved Road	Buildings	Electricity			Price per Acre	Total	Price per Acre	Total
Static	Earth Road	Pavement	Water	<u>1971 LV</u>	<u>10</u>			<u>195</u>	<u>1950</u>
Regressive	Railroad	Fence	Gas						
Old	Water	Landscaping	Sewer	<u>1981 IV</u>	<u>5</u>			<u>195</u>	<u>975</u>
New	Airport	Well	All Utilities						

LAND		ESTIMATED MARKET VALUE	
Number of Acres	Number of Lots	2004 Dec	
Per Acre Value	Number of Front Ft.	<u>\$4100</u>	
Value for Acres	Per Lot Value		
Returned Area	Per Front Ft. Value		
Legal Area	Value for Lots		
Planimetered Area	Value for Fr. Ft.		
Total Land Value			

LAND VALUATION BY YEAR					
	2018	1993	1995	2000	1996
Market Value	<u>50,000</u>	<u>15,000</u>	<u>27,000</u>	<u>40,000</u>	<u>50,000</u>
Use Value		<u>400</u>	<u>750</u>	<u>800</u>	<u>800</u>
Difference					

4/20
10/6
2004 Dec \$4100
2004 Dec \$4100
2004 Dec \$4100

2004 Dec \$4100 and 140500 to be in the same tax map as Dec 1423 page 165A 2024

DESIGN	OCCUPANCY	Ref. No.	Class or Type	Yr. Built	Cond.	Area	Rate	1st Cost	Additions	Replacement Cost	Dec.	Improved Cost
Ranch	Single Family	1988	House Class II			2346	29.78	58,133	1582	59,715	60	23,886
Split Level	Fam. Rented	1993	Class III			2346	31.08	72,913	4,311	77,224	5	34,750
Colonial	Fam. Duplex						30.62	85,911	4,526			
Cape Code	Condominiums	2000	Class IV			2346	41.09	96,354	4,438	90,437	60	30,175
Conventional												
Modern												

House Done for 2000

2000

Location

Physical Characteristics

Size

Adjusted Sales Price

FOUNDATION - 1	FLOORS - 4	B	1	2	3	PLUMBING - 6	B	1	2	3
Masonry Walls	Concrete					Bathroom No.				
	Earth					St. Sh. Bath				
BASEMENT AREA - 9						Two Fixt. Bath				
None	Full					St. Shower				
Part	Sq. Ft.					Water Closets				
Finished						Lavatories				
Rec.						Kitch Sinks				
Ap.	Sq. Ft.					No Plumbing				
Garage										
EXTERIOR WALLS - 2						TIILING - 5				
Siding or Sheathing						INT. FIN. - 5	B	1	2	3
Single Siding						Hardwood				
Wood Shingles						Dry Wall				
Asbestos Shingles						Knotty Pine				
Stucco on Frame						Unfinished				
Stucco on Tile or C.B.						L & P on Studs				
Face Brk. Veneer						Plast. on				
Face Brk. on Tile or C.B.						Painted Blk.				
Com. Brk. Veneer						Panel				
Com. Brk. on Tile or C.B.						Acoustic Cell				
Compo. Shingles						Suspend Cell				
Solid Com. Brk.						MISCELLANEOUS				
Face Br. on Com. Br.						Modern Kitchen				
Cement or Conc. Blk						B.I. Range				
Reinforced Concrete						B.I. Oven				
Aluminum Siding						B.I. Refrig.				
Cut Stone Facing						B.I. Dishwasher				
Terra Cotta Facing						B.I. Garb. Disp.				
Stones or T.C. Trim						Exhaust Fan				
Party Walls						B.I. Clothes Wash				
Plate Glass Front						B.I. Dryer				
						Modern Bath				
						B.I. Vanity				
						B.I. Tub Encl.				
						B.I. Vacuum sys				
						Metal Frame Sash				
						Wood Frame Sash				
						Gutters				
ROOF TYPE - 3						ENVIRONMENTAL				
Hip	Gable					Warm Air				
Mansard	Flat					Steam				
Gambrel						Hot Water or Vapor				
						Forced Air				
ROOFING - 3						Unit Heaters				
Asphalt Shingles						Air Cond.				
Slate						No Heating				
Asbestos Shingles						Heat Pump				
Metal Deck						Electric				
Roll Roofing						OUT BUILDINGS				
Tar & Gravel						Wall Fdn.				
Composition						Single Siding				
						Double Siding				
						Shingle Walls				
						Stucco On				
						Cement Blk.				
						Brick				
						Concrete Fir.				
						Earth Fir.				
						Fin. Int.				
INSULATION - 3						FUEL				
Roof or Ceiling						Oil				
Wall						Gas				
Storm Sash & Doors						Stoker				
						Elec.				
CONDITION						ELECTRICAL - 7				
Int. Finish						Armored Cable BX				
Layout						Pipe Conduit				
Structure						Romex				
LOCATION						FIREPLACES - TYPE				
						Douline				
						Single				
						Stone				

TOTAL 30,200
2000 40,300

Additions or Deductions

Item No.	Area or Quant.	Unit Cost
2000		
Porch 1 place	148.15	2024
		1900
		448
		4526

Total Additions

REMARKS

73

Built 16.8 x 16.14 = 2711

7.31 x 2000 = 1462

4311

2000

18,000

+ A 4,000

14,800

06/lot 12000

4480

16800

MEASURED BY _____ DATE _____

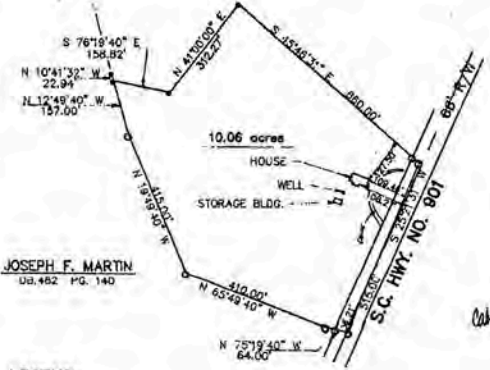
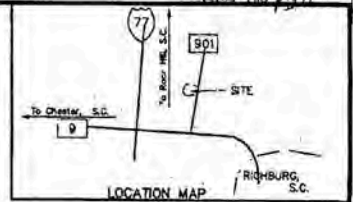
Slide 135 p. 6A

Slide 135 p. 6A

FILED

Dec 17 1982

JAMES A. BLANKS JR.
DB. 480 PG. 94
PB. 442 PG. 250



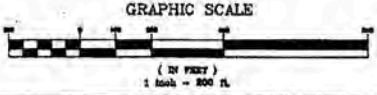
JOSEPH F. MARTIN
DB. 462 PG. 140



Done 11/27/82
Recorded
Book 485 Page 64
Book 485 Page 64
Book 485 Page 64
Book 485 Page 64

- LEGEND
- IRON PIPE FOUND
 - IRON PIPE SET

004677



I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; that there are no visible encroachments or projections other than shown.

This property does not lay within a Flood Plain.

Virginia L. Lyle
12/10/82

VIRGINIA L. LYLE
LEWISVILLE TOWNSHIP, CHESTER COUNTY
SOUTH CAROLINA

HUCKS and ASSOCIATES, INC.
Land Surveyors and Land Planners
Sediment and Erosion Control
5212 Hampton Ridge Road
Rock Hill, SC 29732
803-368-4077 803-368-4128

SCALE 1" = 200'	DATE NOV. 10, 1982	FILE NO. 02-157
--------------------	-----------------------	--------------------

Chapter 4 DISTRICT REGULATIONS

§ 4-117 GC - General Commercial District Uses.

GC - PERMITTED USES (continued)	NAICS CODE	NAICS DESCRIPTION	PARKING SPACES REQUIRED
6. Real estate, and rental and leasing services; mini-warehouses (except open storage), auto and consumer goods rental and leasing services	53	Real estate; mini-warehouses (except open storage); Rental & leasing services	1 per 200 square feet of gross office or sales area
7. Professional and technical services, art, legal, accounting, architectural, engineering (except listed scientific research and development services, off-premises advertising, and veterinary related services)	54	Professional, scientific & technical services (except 541690 other scientific & technical consulting services; 5417 scientific research & development services; 541710 research & development services; 54185 display advertising; 54194 - veterinary services)	1 per 200 square feet of gross office area
8. Educational services: kindergartens, elementary and secondary schools (K-12); colleges; business and vocational schools; art, dance, music and other instruction	61	Educational services	<u>School</u> : 2 per classroom or office, plus 1 for each 4 seats in senior high auditorium. <u>Other</u> : 1 per employee, plus, one off-street drop off & pick up space



Building & Zoning Department
1476 J A Cochran Bypass
Chester, SC 29706
Phone: (803) 581-0942
Fax: (855) 930-0979

Issued to:

ROBERT L REID III

3458 ERNANDEZ ROAD
RICHBURG, SC 29729

Receipt No. 7121

Date 08/29/2023
Cashier jchappell

Payment Items

Map Amendment REZONING PRO	\$300.00
	\$300.00

Form of Payment

Credit Card	\$300.00
	\$300.00

Thank you for your payment.

October 17, 2023

CCTA23-02 RS-1 – Chester County Zoning Ordinance – Text Amendments
Single Family Residential District Uses Chapter 4 § 4-109 RS-1 Special Exception
Recommendation to Remove Text: RS-1 SPECIAL EXCEPTION Item #2

<p>2. Clustered single-family development, provided the Board of Zoning Appeals determines:</p> <ul style="list-style-type: none"> a. detached single-family units on minimum of 2 acre development parcel; b. Minimum individual lot size of 14,520 square feet; c. lot requirements per house may be waived; d. zero interior lot line setback may be allowed; e. Subdivision Regulations are met; f. adequate provisions for access and traffic safety providing for safe and efficient access into, within, and out of the development for the vehicles, pedestrians and emergency vehicles; g. public water and sewer are available for the property; h. the use is compatible with the district. 	<p>N/A</p>	<p>Private households</p>	<p>2 for each dwelling unit</p>
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Chairman Raines stated what's the reason for this Mike. We just sort of cleaning up a lot of redundancy in our ordinance. This next thing is sort of a catch all.

Planning Director Mike Levister stated that was a recommendation to the County Administrator Brian Hester from John Agee and Erin Mosley to make a text amendment to that section. So, it was presented to y'all, for y'all's recommendation.

Commissioner Walley stated Mr. Agee would you like to step up and explain to us why you came up with this thought.

John Agee stated he was County Councilman from District One. This recommendation came from Michael Kozlarek, the county attorney that does a lot of zoning items. What happened, Y'all approved housing development next to Dr. Yousefian. The County Council voted it down. The Zoning Board of Appeals overrode the County Council. There's a doctrine called a non, now I can't remember now but in other words County Council appointed the Zoning Board of Appeals and you can't delegate it. So non delegated authority to the Zoning Board. Our own Zoning Board overrode the County Council. And that was not permissible. But going back to what you were talking about, my brother-in-law was the chairman of the Zoning Board when all this was created. And that was put in at that particular point and time. So, what Michael Kozlarek recommended to Mr. Hester was to take this particular part out and add a new part in there. Where what y'all say to the County Council and what the County Council says stays. For the sake of argument, don't do it either the Zoning Board of Appeals accept this minor recommendation. Zoning Board of Appeals will still function, still do all the things they need to do. And that's what this is all about.

Commissioner Walley stated Mike do other counties follow this.

Planning Director Mike Levister stated basically what we're removing is given the Zoning Board of Appeals the authority to approve a cluster development. So that's the difference between y'all voted. The county council voted on a plan development. The plan development and cluster development if you look at the definitions are two different types of construction. So, the zoning when it was put in place in RS-1 which is the only district that allows a cluster development can be approved by the Zoning Board of Appeals as long as it meets the requirements. So now we got a recommendation to remove that to where the Zoning Board of Appeals won't have to have authority to approve a cluster development. So, all developments will come through to the Planning Commission to County Council.

Commissioner Hough stated so County Council can still approve it, they just don't the overriding power, correct.

Chairman Raines stated the ZBA doesn't.

Councilman Agee stated the only was the County Council could override the Zoning Board of Appeals is to sue them. And those are the people we appointed.

Chairman Raines stated that's under the current set up and this will rectify that.

Planning Director Mike Levister you just removing the authority for the Zoning Board of Appeals to be able to approve a cluster development from now on. When you remove this section from the RS-1 special exception. The only way you can do it.

Commissioner Hough stated that the cluster development doesn't sound good anyway.

Planning Director Mike Levister stated the thing is, every planned development or every subdivision would have to come in front of the Planning Commission and make their recommendation to County Council and the County Council gives three chances, three readings. So, it just removes that section.

Councilman Agee stated one other thing it does to do is put the authority to y'all to recommend to us. That's what important is for y'all to recommend to County Council.

Commissioner Grant motioned to approve, second by Commissioner Hough. Vote 6-0 to approve.



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

ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 10-17-23 Case # CCTA23-02 Invoice # N/A

NAICS CODE Number: N/A

APPLICANT INFORMATION

NAME: Mike Levister

MAILING ADDRESS: Street/PO Box/Town/State/Zip

P.O. Box 580

Chester, S.C. 29706

Telephone Number(s): Home _____ Work 803-385-0421 Cell _____

SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:

Chapter 4 §4-109 RS-1 Single Family Residential District Uses. Special Exception Item #2 Clustered Single-Family Development.

REASON FOR PROPOSED TEXT CHANGE:

The County Administrator had a recommendation from Council members John Agee and Erin Mosley to remove Special Exception Item #2 Clustered Single-Family Development from Chapter 4 §4-109.

Applicant (s) Signature:  Date: 9/14/2023

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

Chapter 4: DISTRICT REGULATION

§ 4-109 RS-1 - Single Family Residential District Uses.

RS-1 SPECIAL EXCEPTION [approved by Board of Zoning Appeals after hearing]	NAICS CODE	DESCRIPTION	PARKING SPACES REQUIRED
1. Child day care, preschool nursery, provided the Board of Zoning Appeals determines: a. applicable State regulations are met; b. minimum 1-acre lot; c. minimum 200 square feet of open space per child enclosed by fence at least 5 feet in height; d. structures minimum of 25 feet from residential property line; e. conditions imposed for safety, traffic, impact on district; f. the use is compatible with the district.	6244	Child day care services	1 per employee, Plus, one off-street drop off & pick up space
2. Clustered single-family development, provided the Board of Zoning Appeals determines: a. detached single-family units on minimum of 2 acre development parcel; b. Minimum individual lot size of 14,520 square feet; c. lot requirements per house may be waived; d. zero interior lot line setback may be allowed; e. Subdivision Regulations are met; f. adequate provisions for access and traffic safety providing for safe and efficient access into, within, and out of the development for the vehicles, pedestrians and emergency vehicles; g. public water and sewer are available for the property; h. the use is compatible with the district.	N/A	Private households	2 for each dwelling unit

Chester County Planning Commission Minutes

October 17, 2023

CCTA23-03 PD – Chester County Zoning Ordinance – Text Amendments

Planned Development District Regulations Chapter 4 § 4-130

Recommendation to add New Text: PD Planned Development District Regulations

Maximum number of units	The number of units shall not exceed the guaranteed allotment for service of water and wastewater. Should the water and wastewater guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.
--------------------------------	---

Planning Director Mike Levister stated basically what we are doing is adding another requirement in this section for Plan Development. Basically, to make it short is if Mr. Raines wanted to come to the county and propose the subdivision for 1000 homes, but only has to water and sewer availability for 400. He can't propose 1000 Subdivision because he only has capacity. And also, when you get that water and sewer availability letter it has an expiration date on it. Well, if you don't have construction started before the expiration date, then the property is going to revert back to the current zoning. Prime example is Winchester. Winchester was proposed for 1150 and got rezone but only has capacity for like 400 homes. So they can only develop 400 homes at a time.

Chairman Raines stated sorry about that misinterpretation. Okay, it goes along with those that attended the planning workshop the other day. Very much a question in the County are we out running our infrastructure. This helps manage this a lot better from a standpoint of efficiently using what we have. Somebody can't come in and take up a bunch of paastan set on it so to speak. Gives us better planning tool going forward.

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



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

ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 10-17-23 Case # CCTA23-03 Invoice # N/A

NAICS CODE Number: N/A

APPLICANT INFORMATION

NAME: Mike Levister

MAILING ADDRESS: Street/PO Box/Town/State/Zip

P.O. Box 580

Chester, S.C. 29706

Telephone Number(s): Home _____ Work 803-385-0421 Cell _____

SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:

Chapter 4 §4-130 PD Planned Development District Regulations.

REASON FOR PROPOSED TEXT CHANGE:

The County Administrator had a recommendation from Council member Pete Wilson to add the maximum number of units to Chapter 4 §4-130 PD Planned Development District Regulations.

Applicant (s) Signature:  Date: 9/14/2023

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

Chapter 4 DISTRICT REGULATIONS

§ 4-130 PD Planned Development District Regulations.

The following regulations shall apply to all uses in PD districts, other provisions in this ordinance to the contrary notwithstanding:

Minimum district area:	4 acres
Minimum lot area for structure and maximum density:	Set in approved plan.
Minimum lot width, yards, setbacks:	Set in approved plan.
Maximum number of units	The number of units shall not exceed the guaranteed allotment for service of water and wastewater. Should the water and wastewater guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.
Maximum structure height:	35 feet when permitted by fire regulations [not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, antennae];
Off street parking and loading requirements:	Set in approved plan.
Screening:	Set in approved plan, but not less than landscaping required by supplemental regulations, Chapter 5.
Signs:	Set in approved plan, but not greater than signs allowed by supplemental regulations, Chapter 5.
Subdivision regulations:	Applicable regulations must be met.
Supplemental regulations:	See Chapter 5.

Chester County Planning Commission Minutes

November 21, 2023

CCMA23-16 Malissa P. Church request Tax Map #104-00-00-026-000 located at 1843 Greenarch Drive Rock Hill, SC, 29730 to be rezoned from Rural Two District (R2) to Rural One District (R1).

Malissa Church stated her address is 514 Oakland Avenue suite 100 Rock Hill SC 29730. This is family land that is being partitioned, it's approximately five acres. There had been a quit claim deeds within the family such that it is going to be divided into two parcels. One parcel with a little bit over three acres; one parcel with a little bit over one acre. The R2 designation requires a minimum parcel size of two acres. The use for my reading of the zoning ordinance is virtually identical between R2 and R1. So we are requesting this zoning change to allow the partition to be completed.

Alfonzo Weary stated his address 2344 South Fork Rd, Rock Hill address the same road. The question I want to find out is once you rezone this year I mean, how far will it , will it be for you know the next rezoning to take place? That's what I wanted to try to find out because I'm, my property just right down the road there. I'm just trying to find out you know, how much, know what, as far as the property coming from where it is now?

Chairman Raines stated not sure I understand your question you want to know when your property will be rezoned?

Mr. Wherry said Well, if the property is rezoned from one R to the next R. I mean, in this you're saying five acres. So it's not going to affect me, as of right now, but I mean, what are they ah, they ah, I would say the scenario is going down the road as far as.

Chairman Raines asked what can they do with their property once it's rezoned? Is what you're asking.

Mr. Wherry said they told me that there's gonna be a stick built for stick build or a modular home, right?

Chairman Raines stated yes.

Mr. Wherry said So the other property that's around that's what I'm trying to find out. You know, what will it.

Chairman Raines stated it will not affect those, it'll do it and the only reason it requesting is, is because they have I guess elected not to make two, two and a half acre lot or two requires at least two acres for that zoning classification, their request R1 for a smaller lot size, but everything else permitted, is identical for R1 and R2 as far as structures whether it be a stick built home or a mobile home or modular home, and there's various degrees of understanding of what those terms mean, versus in my world a trailer versus a mobile store bought house, you know, modular homes, come in on trucks. They're very well built in a factory setting much better than a stick-built home in some ways. But all of that is identical. The only thing is, is you can't have R2 with an acre of property for R2 you have to have two acres and that's the only differentiation between these two.

Mr. Wherry stated you had to have two acres.

Chairman Raines stated they can build a house on one acre under R1.

Mr. Wherry stated you can build a house.

Chairman Raines said a little over an acre, I think it's an acre and a half or something like that.

Mr. Wherry said in R1

Chairman Raines stated yes, in other piece properties were ground about three acres give or take a little bit.

Mr. Wherry said I guess that we're clear.

Chairman Raines said you shouldn't see any, it's not gonna affect any neighboring properties. I mean, you can build a house on it either way. That's it. You can't have a nightclub. You can't put any kind of commercial building in there. That's a totally different, they'd have to come back for this commercial and asked to rezone it.

Mr. Wherry stated it's just this piece of property here that's gonna go from one R to the next.

Chairman Raines stated that's correct. The one piece the bigger piece is gonna stay R2 which is what it is now. The smaller lot, acre and a half, round numbers is going to be R1. Everything else around that. The rest of that contiguous property that exists is a five-acre piece now is going to stay exactly like it is.

Mr. Wherry stated I guess that, that it worked for me.

Chairman Raines ask Larry Archie or anyone from the Archie family would like to speak, and they declined.

Chairman Raines motioned to approve, second by Commissioner Hough. Vote 5-0 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: 11/21/2023 Case # CCMA23-16 Invoice # 7361

The applicant hereby requests that the property described to be rezoned from R2 to R1

Please give your reason for this rezoning request:

Plat is being partitioned into two parcels, one of which will be less than two acres. The current zoning does not permit parcels smaller than two Acres. The use will not change.

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: 1843 Greenarch Drive, Rock Hill, SC 29730
 Tax Map Number: 104-00-00-026-00 Acres: Total 4.997 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): Malissa P. Church
Address 514 Oakland Ave., Ste. 100, Rock Hill, SC 29730
Telephone: [REDACTED] cell _____ work _____
E-Mail Address: Malissa P. Church

Owner(s) if other than applicant(s): Larry Archie, Deborah Washington, Cynthia Archie, Carmen Archie, Sharon Archie, Lydia Archie, Cedric Archie, Michelle Archie, and Myra Doukrou
Address: c/o Larry Archie, 1843 Greenarch Drive, Rock Hill, SC 29730
Telephone: [REDACTED] cell _____ work _____
E-Mail Address: _____

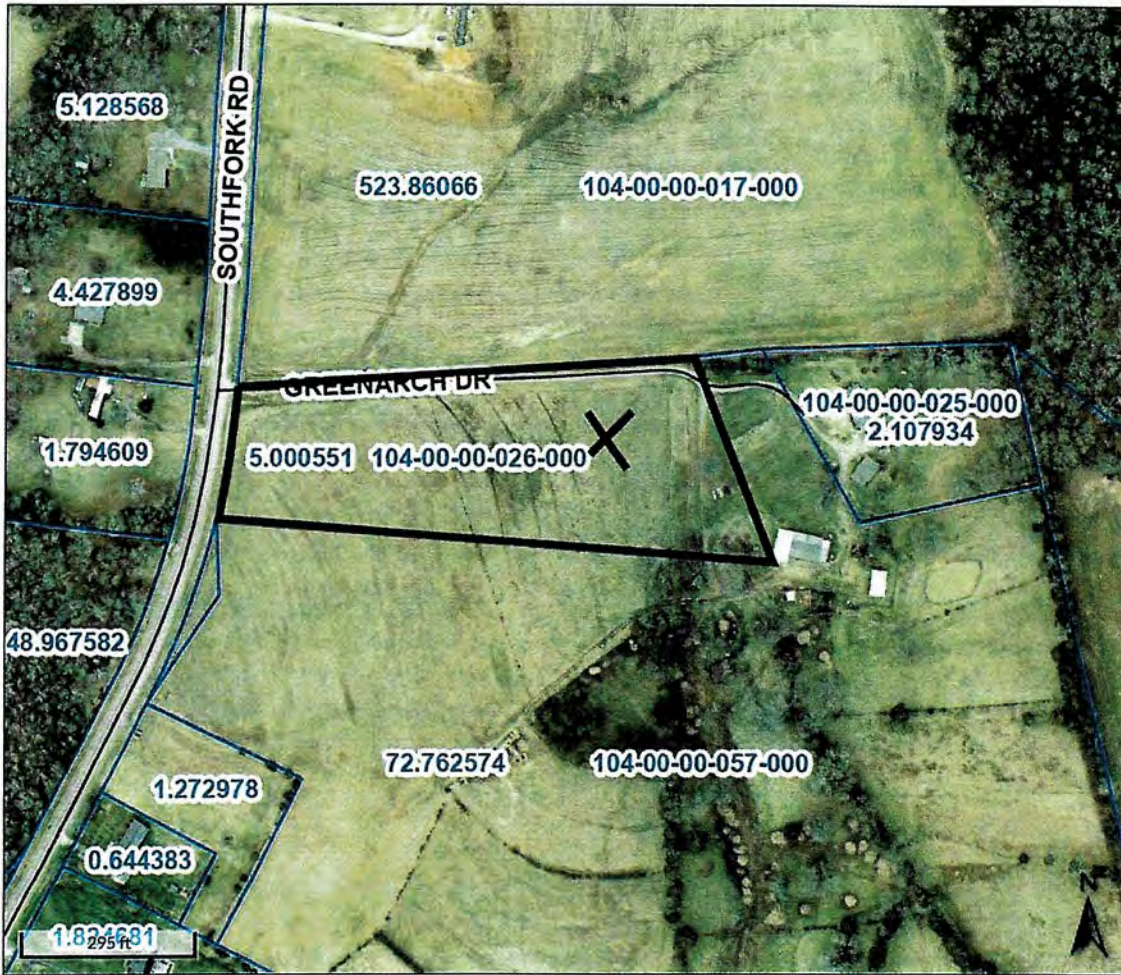
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: _____ Date: _____

Applicant signature: [Signature] Date: 10/17/2023

** Note, Applicant represents owner Larry Archie and signs on his behalf -redacted representation agreement attached

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



Overview



Parcel ID	104-00-00-026-000	Alternate ID	n/a	Owner Address	WOODS DORIS R- ETAL
Sec/Twp/Rng	n/a	Class	RN		% ARCHIE E B
Property Address	1843 GREENARCH DR	Acreage	5.001		1843 GREENARCH DRIVE
					ROCK HILL SC 29730
District	06				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 2/27/2023
 Last Data Uploaded: 2/27/2023 3:39:42 AM

Developed by  **Schneider**
 GEOSPATIAL

TAX MAP

SOUTH CAROLINA - COUNTY

CARD OF

CARDS

104-00-00-026-000		DISTRICT 25-1		DATE OF APPRAISAL 9				APPRAISER			
Doris R. Woods,		Transferred From		Date Recorded	Date of Sale	Deed Book	Deed Page	Plot Book	Plot Page	Acres or Lots	Sales Price
Essie B. Archie, James R. Archie, Larry H. Archie, Cynthia Archie Carmen Archie, Deborah Archie, Sharon Archie, Lydia Archie, Cedric Archie & Michelle Archie 104-00-00-020-000 %E.B. ARCHIE 1843 GREENARCH DR. ROCK HILL, SC 29730		S. L. WOODS (P.C.) CENTRAL BANK of S. C.		July 31, 1942	306	205	6	140	28	1050	
		James Abraham Archie - Deed of Dist		1-21-94	1-21-94	1652	142			5 ac	RESIDUAL
		Juliette Archie - mt			9-25-20	1320	205			2 ac	\$1
		Mary Faulk - mt			9-25-20	1520	219			5 ac	\$1
8669		GENE Vera Woods - mt		3/18/21		1336	107			5 ac	Quitclaim
		L. S. Woods - mt		3/18/21		1336	92			5 ac	Quitclaim
		Juliette Wood - mt - Quitclaim		5-25-21		1343	230			5 ac	\$1.00
		Vera Woods - mt - Quitclaim		5-25-21		1313	233			5 ac	\$1.00
		Mary Faulk - Interest		6-21-21		1346	148			5 ac	Quitclaim
		The Imp Archie - mt		7-21-21		1349	268			5 ac	Quitclaim
		Bldg. Permit		Old Map Ref.		Recap		Total Value			
		Mart.		File No.		Int. Rate					
PROPERTY DATA						LAND CLASSIFICATION					
Neighborhood	Transportation	Land Imp.	Utilities	Topography	Land Class	No. of Acres	Value Per Acre	Value Per Class			
Progressive	Paved Road	Buildings	Electricity	Level	Open Land						
Static	Earth Road	Pavement	Water	High							
Regressive	Railroad	Fence	Gas	Low							
Old	Water	Landscaping	Sewer	Rolling							
New	Airport	Well	All Utilities	Swampy							
LAND				LOT SIZE							
Number of Acres 1.67		Number of Lots 217		Front		Timberland					
Per Acre Value		Number of Front Ft. House Ave - #7,000		Depth							
Value for Acres		Per Lot Value		Rear							
Returned Area 5.00		Per Front Ft. Value									
Legal Area 5.00		Value for Lots		Total							
Planimetered Area 5.00		Value for Fr. Ft.		Remarks & Description 1977-76 ac 1 rdg - 30,100							
Total Land Value				1350 762 5 ac 894 203 TRACT # 2							
ESTIMATED MARKET VALUE											
		Land Acres or Lots		Improvement		Total					
Number 1.67											
Cost Approach 17,400		7,400		24,800							
Market Approach RN 27,200				27,200							
Income Approach											
Correlated Value R 9,500		6,000		15,500							
Appeal Value											
Assessed % 06 27,200											
Reviewed by 2020 RA 30,000		Date		Property Classification				Zoning F			

Owner and Location		Next Year (2024) Changes	
Search Options Map Number: <input type="text" value="103-000-026-00"/> Real <input type="text" value="00732193"/> History Year: <input type="text"/>		Alerts <input type="checkbox"/> Has Additional Comments	
Name 1: <input type="text" value="WOODS DORIS R-ETAL"/> Other Map Number: <input type="text"/>		<input type="button" value="Find"/>	
Owner Information Post Initials: <input type="text" value="HD"/> Reason for Change: <input type="text"/>		Activity Date: <input type="text" value="07/21/2021"/>	
Name 2: <input type="text" value="ARCHIE E B"/>		Land Value: <input type="text" value="27,300"/>	
Address 1: <input type="text" value="1843 GREENARCH DRIVE"/>		Building Value: <input type="text"/>	
Address 2: <input type="text" value="ROCK HILL SC"/>		Total Market Value: <input type="text" value="27,300"/>	
Zip Code: <input type="text" value="29730"/>		Total Tax Value: <input type="text" value="27,300"/>	
Codes District: <input type="text" value="06"/>		Fire Code: <input type="text" value="LE"/> LEWIS	
Town: <input type="text"/>		Neighborhood: <input type="text" value="R2"/> RURAL 2	
Subdivision: <input type="text"/>		Use Class: <input type="text"/>	
Description: <input type="text"/>			
Legal: <input type="text" value="SOUTHFORK RD"/>			
Location Street Number: <input type="text"/> Street Name: <input type="text"/>		Suffix: <input type="text"/> Direction: <input type="text"/>	
Additional Information Appraisal Appeal: <input type="text"/>		Owner Occupied: <input type="text"/>	
Agricultural Use: <input type="text"/>		Reappraisal Notice: <input type="text"/>	
Rollback: <input type="text"/>		TIF: <input type="checkbox"/> Base: <input type="text"/>	
		MCIP: <input type="checkbox"/> Industrial Park ID: <input type="text"/>	
		Exempt: <input type="checkbox"/>	
<input type="button" value="Scroll by: MAP#"/>			

PLAT OF SURVEY FOR
LARRY H. ARCHIE, ETAL
LEWISVILLE TOWNSHIP, CHESTER COUNTY, SOUTH CAROLINA
MAY 5, 2023

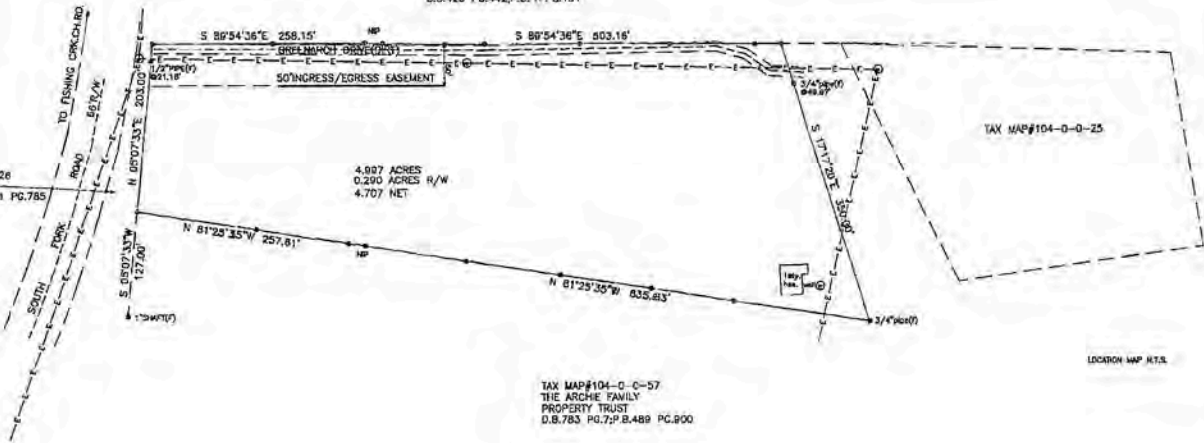
REFERENCE TAX MAP#104-0-0-26
D.B.852 PG.142; P.B."0" PG.140
4.988 ACRES
OCTOBER 26, 2023

TAX MAP#104-0-0-17
MARY C. CROWDER
D.B.420 PG.442; P.B."1" PG.191

TAX MAP#104-0-0-57
THE ARCHIE FAMILY
PROPERTY TRUST
D.B.783 PG.7; P.B.489 PG.900

MAGNETIC NORTH

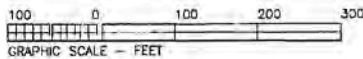
T.M.#104-0-0-126
CORA ARCHIE
D.B.724 P.6, 7; P.B.1 PG.785



NOTE:
X = EXISTING IRON PIN
O = NEW IRON PIN
PK = PK NAIL
RR = RAILROAD SPIKE
P.P. = PINCHED PIPE

UNLESS NOTED ALL CORNERS ARE #5 REBAR(S)(HP)

HIPP LAND SURVEYING, INC.
P.O. BOX 87
RICHBURG, S.C. 29729
PHONE 803-789-3716



THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY PERFORMED UNDER THE SUPERVISION OF WILLIAM V. HIPP AND WAS COMPLETED ON THE DATE SHOWN ABOVE. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE VARIOUS ORDINANCES, RULES, AND THE PRACTICE OF LAND SURVEYING AS ADOPTED UNDER THE CODE OF LAWS OF SOUTH CAROLINA TITLE 46 CHAPTER 25 AND 19 OF CLASS "A" STANDARD. THE AREA OF SHOWING WAS DETERMINED USING THE C.M.D. METHOD. MEASUREMENTS WERE REDUCED AS STIPULA ENCROACHMENTS ARE AS SHOWN. UNLESS NOTED OTHERWISE ARE NOT WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO FEMA MAPS.

WILLIAM V. HIPP, P.L.S. 17887



Malissa Church
LAW

514 Oakland Ave., Suite 100 - Rock Hill, SC 29730
[REDACTED]

Malissa Church, Esquire
[REDACTED]

February 7, 2023

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

RE: Zoning Change – Portion of 104-00-00-026 (Lewisville Township)

To Whom It May Concern:

I represent Mr. Larry Archie, who has filed a petition for partition in kind of the above-referenced property. It is pending in the Chester County Court of Common Pleas under 2021CP120330. Mr. Archie is seeking to have the property divided into two lots, one with his share and a second lot with the portion of the co-owners. The property is zoned R2 and we know that the zoning for the proposed partitioned section must change to R1 because it will be smaller than 2 acres.

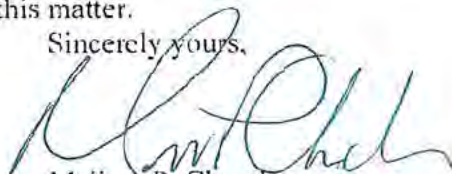
We are petitioning for a permitted change in zoning so that we may proceed and seek the partition of the property as shown on the proposed plat. There are no plans to change the use of either parcel, which is presently used for agricultural and living purposes. This request is to facilitate the division under the partition.

I enclose the \$150 filing fee, the proposed plat, and a redacted copy of my representation agreement with Mr. Archie to show I am authorized to file this on his behalf.

Please contact me if you have any questions or concerns.

Thank you for your assistance in this matter.

Sincerely yours,


Malissa P. Church
Attorney at Law

Enclosures



Malissa Church
I.A.W.

514 Oakland Ave., Suite 100 - Rock Hill, SC 29730
[REDACTED]

Malissa Church, Esquire
[REDACTED]

September 14, 2023

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

RE: Archie Family Land Zoning Change – Portion of 104-00-00-026 (Lewisville Township)

Dear Mr. Levister,

I am writing to you to request that the zoning change matter for my client be placed on the next meeting docket. Mr. Archie is seeking to have the property divided into two lots, one with his share and a second lot with the portion of the co-owners. To do divide the lots, we will need to change the zoning from R2 to R1 as the proposed partitioned section will be smaller than 2 acres. There are no plans to change the use of either parcel, which are presently used for agricultural and living purposes. This request is to facilitate the division under the partition.

Per our emails, I have included the Acceptance of Service documents from the owners of the second plat. This document states they have received the information and their approval of the zoning change. I would formally notify all owners of the property of the meeting date and time, and I would provide a means for them to join us by Zoom as they all live out-of-state.

Please contact me if you have any questions or concerns. Thank you for your assistance in this matter.

Sincerely yours,

Malissa P. Church
Attorney at Law

Enclosures



Malissa Church
LAW

514 Oakland Ave., Suite 100 - Rock Hill, SC 29730
[REDACTED]

Malissa Church, Esquire
[REDACTED]

October 17, 2023

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

RE: Archie Family Land Zoning Change – Portion of 104-00-00-026 (Lewisville Township)

Dear Mr. Levister,

I attach for filing a new Zoning Map Amendment Application, the re-drawn plat, and the filing fee. In September, we sent your office the documents from all other co-owners stating they agree with the zoning change. I believe everything is now submitted so that we can be placed on the November meeting schedule.

Please confirm we are on the November meeting schedule and I will notify the all owners the meeting date and time, and provide a means for them to join us by Zoom as they all live out-of-state.

Please contact me if you have any questions or concerns. Thank you for your assistance in this matter.

Sincerely yours,

Malissa P. Church
Attorney at Law

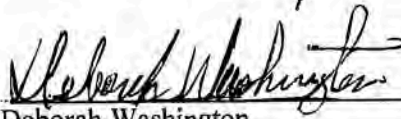
Enclosures

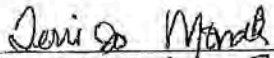
STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	
)	

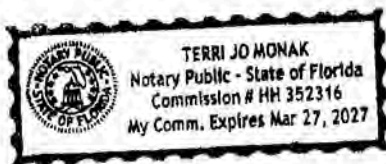
Personally appeared before me, Deborah Washington, who being duly sworn, says as follows:

1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before
me this 25th of August,
2023.


Deborah Washington


Notary Public for Florida (state)
Okaloosa County
My Commission Expires: 03/27 2027



STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	
)	

Personally appeared before me, Cedric Archie, who being duly sworn, says as follows:

1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before me this 11th of September, 2023.


 Cedric Archie

Notary Public for South Carolina (State)

My Commission Expires: 3/16/2028



STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	

Personally appeared before me, Michelle Archie, who being duly sworn, says as follows:

1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before
me this 11th of September
2023.

Notary Public for South Carolina (state)

My Commission Expires: 5/16/2028



Michelle Archie
Michelle Archie

STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	
)	

Personally appeared before me, Sharon Archie, who being duly sworn, says as follows:

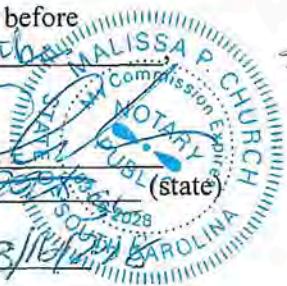
1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before
me this 11th of September
2023.

Notary Public for Malissa P. Church (State)

My Commission Expires: 3/16/2028



Sharon Archie



STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	

Personally appeared before me, Lydia Archie, who being duly sworn, says as follows:

1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing/scheduled for this matter.

SWORN to and subscribed before
me this 11th of September
2023.


Notary Public for South Carolina (State)



Lydia Archie

My Commission Expires: 3/18/2028

STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	
)	

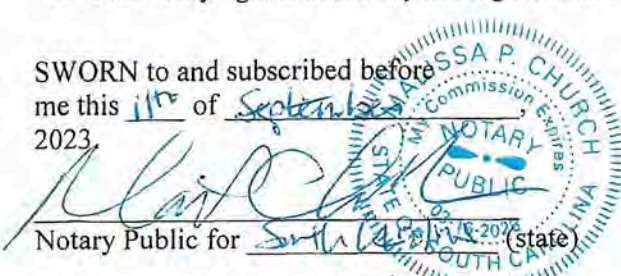
Personally appeared before me, Carmen Archie, who being duly sworn, says as follows:

1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before
me this 11th of September
2023.

Notary Public for South Carolina (state)

My Commission Expires: 3/16/2028



Carmen M. Archie
Carmen Archie

STATE OF SOUTH CAROLINA	)	IN THE SIXTH JUDICIAL CIRCUIT
)	
COUNTY OF CHESTER)	
)	
Larry H. Archie)	
	)	CASE NUMBER: 2021-CP-12-00330
Petitioner,)	
)	
-vs.-	)	ACCEPTANCE OF SERVICE
)	
Deborah Washington, Cynthia Archie,)	
Carmen Archie, Sharon Archie, Lydia Archie,)	
Cedric Archie, Michelle Archie, Morris)	
Woods as heir-at-law to Doris Woods)	
(Deceased), and Myra Doukrou, as heir-at-)	
law to Doris Woods (Deceased),)	
)	
Respondents.)	
)	
)	
)	

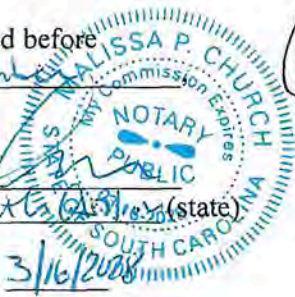
Personally appeared before me, Cynthia Archie, who being duly sworn, says as follows:

1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before me this 11th of September 2023.

Notary Public for South Carolina (state)

My Commission Expires: 3/16/2028



Cynthia Archie
 Cynthia Archie

Dawson

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

) IN THE SIXTH JUDICIAL CIRCUIT
)
)

Larry H. Archie

)

CASE NUMBER: 2021-CP-12-00330

Petitioner,

)

-vs.-

)

ACCEPTANCE OF SERVICE

Deborah Washington, Cynthia Archie,
Carmen Archie, Sharon Archie, Lydia Archie,
Cedric Archie, Michelle Archie, Morris
Woods as heir-at-law to Doris Woods
(Deceased), and Myra Doukrou, as heir-at-
law to Doris Woods (Deceased),

)

)

)

)

)

)

)

Respondents.

)

)

)

Personally appeared before me, Myra Doukrou, who being duly sworn, says as follows:

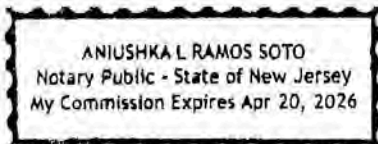
1. I acknowledge and accept service of the Plat, dated December 17, 2022. I also received a copy of the Zoning Map Amendment (Rezoning) Application. I retained copies of both of these documents.
2. I am a respondent in this action. I have reviewed the Zoning Map Amendment Application and the Plat. I approve and accept the plat and the rezoning request.
3. I believe it is in the best interest of all involved in the action to rezone the property.
4. I consent to service by mail for any subsequent notices related to this action.
5. I waive my right to attend any hearing scheduled for this matter.

SWORN to and subscribed before
me this 18 of August,
2023.

Myra Doukrou
Myra Doukrou

Aniushka L. Ramos Soto
Notary Public for New Jersey (state)

My Commission Expires: Apr 20 2026





Building & Zoning Department
1476 J A Cochran Bypass
Chester, SC 29706
Phone: (803) 581-0942
Fax: (855) 930-0979

Issued to:

MALLISSA CHURCH
Butler & Church Law, LLC
514 OAKLAND AVE , SUITE 100
ROCK HILL, SC 29730

Receipt No. 7361

Date 10/26/2023
Cashier kdavis

Payment Items

Map Amendment REZONING APPLICATION	\$150.00
	<hr/>
	\$150.00

Form of Payment

Check	1799	\$150.00
		\$150.00

Thank you for your payment.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Georgia, Puerto Rico, South Carolina, Virgin Islands

Atlanta Airports District Office:
1701 Columbia Ave., Suite 220
College Park, GA 30337

June 13, 2023

Mr. Keith Roach
Chester Catawba Regional Airport Commission
1854A Piper Drive
Chester, SC 29706

Dear Mr. Keith Roach:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-45-0015-017-2023 at Chester Catawba Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 12, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jacqueline Hsu, (404) 305-6741, jacqueline.a.hsu@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Parks Preston

Parks Preston (Jun 13, 2023 13:42 EDT)

Mr. Parks Preston
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 13, 2023
Airport/Planning Area	Chester Catawba Regional Airport
FY2023 AIP Grant Number	3-45-0015-017-2023
Unique Entity Identifier	HR8VE2CME3K5
TO:	Chester County
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 6, 2023, for a grant of Federal funds for a project at or associated with the Chester Catawba Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Chester Catawba Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 17/35 Lighting (5,000 ft) - Design; Rehabilitate Taxiway A Lighting (2,650 ft) - Design; Rehabilitate Taxiway D Lighting (2,890 ft) - Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$123,903.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 123,903 airport development.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. **Close Out and Termination**

CERTIFICATE OF SPONSOR’S ATTORNEY

I, joanie winters, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at June 14, 2023

By: joanie winters (Jun 14, 2023 11:09 EDT)
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Chester County Planning Commission Minutes

November 21, 2023

**CCTA23-04 GC – Chester County Zoning Ordinance – Text Amendments
General Commercial Regulations CONDITIONAL USE Chapter 4 § 4-117**

Recommendation to add New Text: GC General Commercial District Regulations

6. Meat Processing (Deer Meat Only), provided all following conditions are met: a. structure in which processing takes place must be 100 feet from property lines; b. during processing deer carcasses, must not be visible from public view. c. all remains must be discarded in accordance with applicable DHEC regulations.	311612	Meat Processing (limited to deer meat)	1 for each 300 square feet of floor area
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Chairman Raines motioned to approve, second by Commissioner Josey. Vote 5-0 to approve.



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

ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 11-21-23 Case # CC TA 23-04 Invoice # NONE

NAICS CODE Number: 311612

APPLICANT INFORMATION

NAME: Mike Levister

MAILING ADDRESS: Street/PO Box/Town/State/Zip

P.O. Box 580

Chester, S.C. 29706

Telephone Number(s): Home _____ Work 803-385-0421 Cell _____

SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:

GC – General Commercial District Use. Chapter 4 §4-117 Conditional Uses

REASON FOR PROPOSED TEXT CHANGE:

The County Administrator had a recommendation from Council Member Joe Branham to add Meat Processing (Deer Meat Only) NAISC Code 311612 as a Conditional Use in GC – General Commercial Chapter 4§4-117.

Applicant (s) Signature:  Date: 9-28-2023

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

CURRENT Chapter 4 DISTRICT REGULATIONS

§ 4-117 GC - General Commercial District Uses.

<p align="center">GC <u>CONDITIONAL USES</u> [approved by Zoning Administrator if all conditions are met]</p>	<p align="center">NAICS CODE</p>	<p align="center">NAICS DESCRIPTION</p>	<p align="center">PARKING SPACES REQUIRED</p>
<p>1. Communications tower, see Chapter 5, Supplemental Regulations</p>	5133	Communications	1 space
<p>2. Temporary Christmas tree sales, on vacant lot for a period not to exceed 45 days</p>	N/A		None
<p>3. Contractor's office & equipment shed, provided all following conditions are met: a. used in connection with construction on premises; b. must not cause traffic congestion or nuisance; c. for term up to one (1) year; may be renewed once.</p>	N/A		1 for each 300 square feet of office area.
<p>4. Manufacturing goods for retail sale on premises, provided all following conditions are met: a. accessory to retail use on same premises; b. process is contained inside permitted structure;</p>	N/A		No additional
<p>5. Veterinary services, provided animals are kept inside buildings at night.</p>	54194	Veterinary services	1 per 200 square feet of gross office area
<p>6. Kennels, pet care services, provided animals are kept inside buildings</p>	81291	Pet care services	1 per 200 square feet of gross office area
<p>7. Dwelling unit in a business structure, provided all following conditions are met: a. dwelling unit must be on a level above the grade level floor within a permitted principal use building; b. dwelling units must have access to a street as required by building and fire codes.</p>	814	Private dwelling	1 for each dwelling unit in excess of 2 units per building

PROPOSED Chapter 4 DISTRICT REGULATIONS

§ 4-117 GC - General Commercial District Uses.

GC <u>CONDITIONAL USES</u> [approved by Zoning Administrator if all conditions are met]	NAICS CODE	NAICS DESCRIPTION	PARKING SPACES REQUIRED
1. Communications tower , see Chapter 5, Supplemental Regulations	5133	Communications	1 space
2. Temporary Christmas tree sales , on vacant lot for a period not to exceed 45 days	N/A		None
3. Contractor's office & equipment shed , provided all following conditions are met: a. used in connection with construction on premises; b. must not cause traffic congestion or nuisance; c. for term up to one (1) year; may be renewed once.	N/A		1 for each 300 square feet of office area.
4. Manufacturing goods for retail sale on premises , provided all following conditions are met: a. accessory to retail use on same premises; b. process is contained inside permitted structure;	N/A		No additional
5. Veterinary services , provided animals are kept inside buildings at night.	54194	Veterinary services	1 per 200 square feet of gross office area
6. Meat Processing (Deer Meat Only), Provided all following conditions are met: a. structure in which processing takes place must be 100 feet from property lines; b. during processing deer carcasses, must not be visible from public view; c. all remains must be discarded in accordance with applicable DHEC regulations.	311612	Meat Processing (limited to deer meat)	1 for each 300 square feet of floor area
7. Kennels, pet care services , provided animals are kept inside buildings	81291	Pet care services	1 per 200 square feet of gross office area
8. Dwelling unit in a business structure , provided all following conditions are met: a. dwelling unit must be on a level above the grade level floor within a permitted principal use building; b. dwelling units must have access to a street as required by building and fire codes.	814	Private dwelling	1 for each dwelling unit in excess of 2 units per building

November 21, 2023

CCTA23-05 Chapter 3§3-107 Accessory Structure Application- Text Amendment

Recommendation to add New Text: New text to be added is in Red.

**Zoning Ordinance
Chester County
South Carolina**

**Chapter 3
§ 3-107**

Proposed New Text

**§ 3-107 Accessory Structure
Application**

- a. No accessory structure or building shall be constructed prior to construction of the principle building on the lot. Buildings intended to serve as accessory structures constructed prior to the principal buildings shall be considered the principal building and shall meet all applicable district and building code regulations. (Exception: Property classified as Agriculture use in the Tax Assessor's Office)
- b. Accessory structures shall be located in the rear or sides of the principal building and shall meet accessory yard setbacks and applicable district regulations. **However, automobile garages and carports shall be allowed to be in front of the principal building by meeting the front yard setback for the applicable district.**
- c. Manufactured or Mobile Homes cannot be used as accessory units.
- d. Accessory buildings shall occupy the same lot as the principal building unless identified as agriculture use.

Chairman Raines stated and that is also a request from the County manager.

Planning Director Mike Levister stated that was a recommendation that was presented to the county council on October 16 from a citizen.

Chairman Raines stated that a citizen requested that.

Planning Director Mike Levister stated then it came down from County Council to the Administrator.

Commissioner Grant motioned to approve, second by Vice Chairman Hill. Vote 5-0 to approve.



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

ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 11-21-23 Case # CCTA23-05 Invoice # NONE

NAICS CODE Number:

APPLICANT INFORMATION

NAME: Mike Levister

MAILING ADDRESS: Street/PO Box/Town/State/Zip

P.O. Box 580

Chester, S.C. 29706

Telephone Number(s): Home _____ Work 803-385-0421 Cell _____

SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:

Chapter 3 § 3-107 Accessory Structure Application

REASON FOR PROPOSED TEXT CHANGE:

Edward E. Hartis addressed County Council on October 16, 2023, for a text amendment to the location of accessory structures in the Chester County Zoning Ordinance Chapter 3 § 3-107 Accessory Structure Application. The County Administrator had a recommendation from Council Members to propose a text amendment to Chapter 3 § 3-107 on the location of accessory structures (Garages and Carports).

Applicant (s) Signature:  Date: 10-25-2023

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

Current Text

**§ 3-107 Accessory Structure
Application**

- a. No accessory structure or building shall be constructed prior to construction of the principle building on the lot. Buildings intended to serve as accessory structures constructed prior to the principal buildings shall be considered the principal building and shall meet all applicable district and building code regulations. (Exception: Property classified as Agriculture use in the Tax Assessor's Office)
- b. Accessory structures shall be located in the rear or sides of the principal building and shall meet accessory yard setbacks and applicable district regulations.
- c. Manufactured or Mobile Homes cannot be used as accessory units.
- d. Accessory buildings shall occupy the same lot as the principal building unless identified as agriculture use.

Proposed New Text

**§ 3-107 Accessory Structure
Application**

- a. No accessory structure or building shall be constructed prior to construction of the principle building on the lot. Buildings intended to serve as accessory structures constructed prior to the principal buildings shall be considered the principal building and shall meet all applicable district and building code regulations. (Exception: Property classified as Agriculture use in the Tax Assessor's Office)
- b. Accessory structures shall be located in the rear or sides of the principal building and shall meet accessory yard setbacks and applicable district regulations. However, automobile garages and carports shall be allowed to be in front of the principal building by meeting the front yard setback for the applicable district.
- c. Manufactured or Mobile Homes cannot be used as accessory units.
- d. Accessory buildings shall occupy the same lot as the principal building unless identified as agriculture use.