

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, December 6th, 2021 at 6:00PM

Agenda

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
 - a. November 12th, 2021, Special Called Council Minutes.
 - b. November 15th, 2021 Council Minutes.
4. **Citizen Comments**
5. **Public Hearing**
 - a. **3rd Reading of 2021-20** An Ordinance Adopting the 2020-2030 Chester County Comprehensive Plan.
 - b. **3rd Reading of 2021-12** An Ordinance Adopting the Requirements of The South Carolina Local Government Development Agreement Act; Creating Uniform Requirements for The County's Executing and Delivering Development Agreements; And Other Related Matters.
 - c. **3rd Reading of 2021-13** Approving the Execution and Delivery of a Project Agreement Between The County and Project Village Drive; And Other Related Matters.
 - d. **3rd Reading of 2021-14** Approving the Execution and Delivery of a Development Agreement Between The County And [Project Winchester]; And Other Related Matters.
 - e. **3rd Reading of 2021-21** An Ordinance to Prohibit Truck Traffic on Canal Road.
6. **Ordinances/Resolutions/Proclamations**
 - a. **3rd Reading of 2021-20** Ordinance Adopting the 2020-2030 Chester County Comprehensive Plan.
 - b. **Resolution** from the Planning Commission to recommend the update of the Chester County Comprehensive Plan 2020-2030.
 - c. **3rd Reading of 2021-12** An Ordinance Adopting the Requirements of The South Carolina Local Government Development Agreement Act; Creating Uniform Requirements for The County's Executing and Delivering Development Agreements; And Other Related Matter.
 - d. **3rd Reading of 2021-13** Approving the Execution and Delivery of a Project Agreement Between The County and Project Village Drive; And Other Related Matters.
 - e. **3rd Reading of 2021-14** Approving the Execution and Delivery of a Development Agreement Between The County And [Project Winchester]; And Other Related Matters.

- f. **3rd Reading of 2021-21** An Ordinance to Prohibit Truck Traffic on Canal Road.
7. **Old Business**
- a. Updates on multiple projects – Procurement Director Susan Cok.
 - b. Discussion regarding the 90-day moratorium placed on planned development applications.
8. **New Business**
- a. **1st Reading of CCMA21-31:** Raymond F. Reeves request Tax Map #: 079-03-02-007-000 (and to confirm tax map #: 079- 03-02-007-000 has been requested to be combined with 079-03-02-008-000 is also included) located on First Street, Chester, SC be rezoned from RS-1 (Single Family) to RG-2 (General Residential).
 - b. **1st Reading CCMA21-32:** Mitch Benton request a 4.648 portion of Tax Map #: 080-01-02-001-000 located on JA Cochran By-Pass, Chester, SC be rezoned from RG-1 (Multi Family) to GC (General Commercial).
 - c. Council to approve additional funding in the amount of \$50,000.00 be used from CPST for the Chester Library Roof Improvements – Procurement Director Susan Cok.
 - d. Council to approve the bid of ATD Restoration in the amount of \$160,000.00 + \$10,000.00 for the Chester Library Roof Improvements. – Procurement Director Susan Cok.
 - e. Council to approve the bid of ATD Restoration in the amount of \$75,000.00 + \$7,000.00 for the EMA Roof Improvements – Procurement Director Susan Cok.
 - f. Council to approve the bid of Cudd Heating and Air in the amount of \$110,413.00 for the Courthouse HVAC and \$9,334.00 for the EMA HVAC – Procurement Director Susan Cok.
 - g. Council to approve the 2022 Council/CTC meeting dates. - County Council
9. **Boards and Commissions-None**
10. **Executive Session**
- a. To receive legal advice regarding opioid litigation. Attorney Winters.
 - b. Discuss a contractual matter regarding Gallo.
11. **Council Actions Following Executive Session**
- a. Action taken regarding legal advice on opioid litigation.
 - b. Action taken regarding a contractual matter for Gallo.
12. **Council Comments**
13. **Adjourn**

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

↓ ***PUBLIC NOTICE*** ↓

Chester County Council has relaxed some of the COVID measures put into place for personal appearances at County Council meetings but continues to encourage social distancing while in County facilities.

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes

Public Hearings:

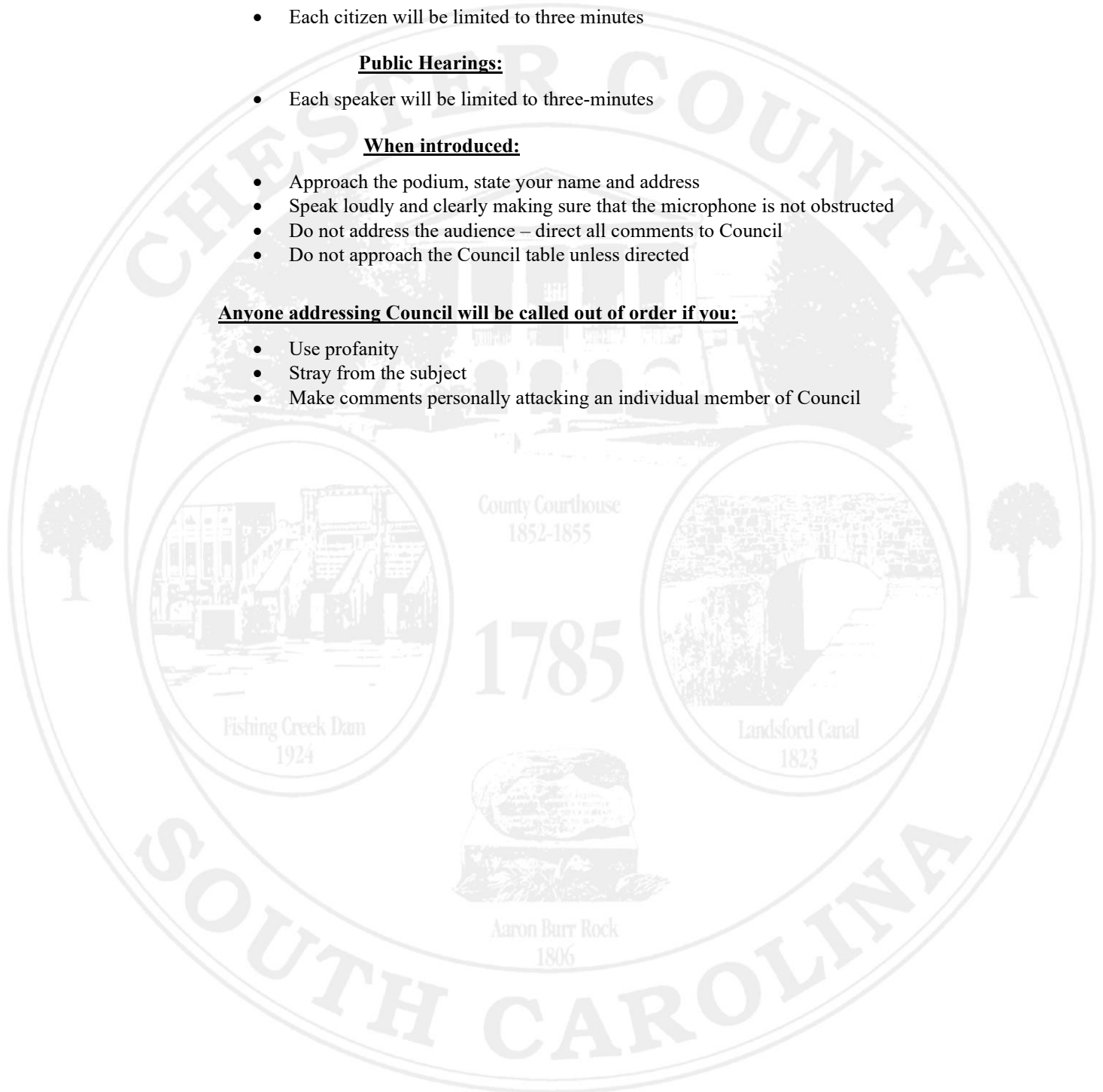
- Each speaker will be limited to three-minutes

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 SPECIAL CALLED MEETING

R. Carlisle Roddey Chester County Government Building

1476 J A Cochran Bypass- Executive Board Room

Friday, November 12th, 2021, at 9:00 AM

Minutes

Present: Interim Chairman Dr. Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman Pete Wilson, Attorney Joanie Winters, Clerk to Council Karen Lee. Councilman William Killian came in late.

- 1. Call to Order-**Interim Chairman Dr. Frederick called the meeting to order at 9:01 am.

Councilman Pete Wilson motioned to amend the agenda to include an emergency discussion of a personnel matter, second by Vice Chairman Branham. Vote 5-0 to approve.

Interim Chairman Dr. Frederick stated this would be added as c. under number 2 and c. under number 3.

- 2. Executive Session-**Vice Chairman Branham motioned to go into executive session, second by Councilman Vaughn. Vote 5-0 to approve.

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

- b. To receive legal advice regarding Project Cheswick. – Attorney Winters.

- c. To receive legal advice regarding a personnel matter. Attorney Winters.

- 3. Council Actions Following Executive Session-**Councilwoman Guy motioned to return to regular session, second by Councilman Jordan. Vote 6-0 to approve.

- a. Action taken regarding legal advice for Project Winchester. Taken as information.

- b. Action taken regarding legal advice for Project Cheswick. Taken as information.

- c. Action taken regarding legal advice regarding a personnel matter. Taken as information.

- 4. Adjourn**

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

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, November 15th, 2021 at 6:00PM

Minutes

Present: Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman William Killian, Councilman Pete Wilson, County Attorney Joanie Winters and Clerk to Council Karen Lee.

- 1. Call to Order**-Interim Chairman Dr. Frederick called the meeting to order at 6:01 pm.
- 2. Pledge of Allegiance and Invocation**- Pledge was recited in unison: Councilwoman Guy gave the invocation.
- 3. Approval of Minutes**
 - a. November 1st, 2021 Council meeting.**
Councilwoman Guy motioned to approve, second by Councilman Jordan. Vote 5-1 to approve. Councilman Wilson was not present and did not vote.
 - b. November 1st, 2021 Special Called Council meeting.**
Councilwoman Guy motioned to approve, second by Councilman Jordan. Vote 5-1 to approve. Councilman Wilson was not present and did not vote.
 - c. November 4th, 2021 Special Called Council meeting.**
Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote 5-1 to approve. Councilman Killian was not present and did not vote.
- 4. Citizen Comments**

John Massey of 171 East Lacy St, Chester asked Council to consider a proclamation for November 28 that would become known as La Darius Wylie day.
- 5. Public Hearing**- Interim Chairman Dr. Frederick opened the Public Hearing.
 - a. 3rd Reading of 2021-16 Authorizing Funding for One Or More Projects According to The American Recovery Plan Act Of 2021; And Other Related Matters. No one signed up to speak.**
 - b. 3rd Reading of 2021-17 Amending Ordinance Nos. 2018-5 And 3-19-12a, To Update The Definition Of "Projects" Under an Installment Purchase Plan of Finance; And Other Related Matters. No one signed up to speak.**
 - c. 3rd Reading of 2021-18 Providing for Excess Funding to Be Used For "Projects" and/or "Capital Projects" As Provided Under Ordinance No. 2019-5, And Other Related Matters. No one signed up to speak.**

- d. **2nd Reading of 2021-14 Approving the Execution and Delivery of a Development Agreement Between The County And [Project Winchester]; And Other Related Matters.** Sara Shirley thanked Council for their continued support of the project. Interim Chairman Dr. Frederick closed the Public Hearing.

6. Ordinances/Resolutions/Proclamations

- a. **3rd Reading of 2021-16 Authorizing Funding for One Or More Projects According to The American Recovery Plan Act Of 2021; And Other Related Matters.** Councilman Wilson motioned to approve, second by Councilman Killian. Vote 6-0 to approve.
- b. **3rd Reading of 2021-17 Amending Ordinance Nos. 2018-5 And 3-19-12a, To Update The Definition Of "Projects" Under an Installment Purchase Plan of Finance; And Other Related Matters.** Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.
- c. **3rd Reading of 2021-18 Providing for Excess Funding to Be Used For "Projects" And/or "Capital Projects" As Provided Under Ordinance No. 2019-5, And Other Related Matters.** Councilwoman Guy motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.
- d. **2nd Reading of 2021-20 Ordinance Adopting the 2020-2030 Chester County Comprehensive Plan.** Councilman Vaughn motioned to approve with the changes, second by Councilman Wilson. Vote 6-0 to approve.
- e. **2nd Reading of 2021-13 Approving The Execution And Delivery Of A Project Agreement Between The County And Project Village Drive; And Other Related Matters.** Councilman Wilson motioned to approve, second by Councilman Killian. Vote 6-0 to approve.
- f. **2nd Reading of 2021-14 Approving the Execution and Delivery of a Development Agreement Between The County And [Project Winchester]; And Other Related Matters.** Councilman Jordan stated concerning the development agreement. One of the questions he had concerned the enabling act under SC code 6-29-720, which defines the PDE as a development project comprised of housing of different types and densities, and of compatible commercial uses, shopping centers, office parks, mixed use developments. And then he looked at exhibit B, which is the development plan under this agreement, and he saw that there's some open spaces, but it does reference the conceptual rezoning map. And he looked back and didn't see that maybe he looked at the wrong one. One was there was some discussion previously about Winchester, including he thought it was two acres for an EMS, school, fire in that area. And also, under the enabling act, commercial land designated as commercial for future developable development of commercial use. And he didn't see that on the exhibit B either. Attorney Michael Kozlarek stated his understanding that exhibit B was approved by council from the rezoning discussions, and he realized there was some discussion at that point in a reverter put into the zoning. So the development agreement would be consistent with what council approved. If there are some additional issues with respect to the enabling act, we can go back and look at it, but it was his understanding that it is consistent with what council approved.

Councilman Jordan stated this is not my area of the law. But I know there's some case laws out there where ordinances have been struck down for them to comply with the enabling act. He would just ask that we look at that and determine if we need to add something for commercial use in that development agreement.

Attorney Kozlarek stated not a problem at all. And Greenville County is probably the most often cited example of difficulties with their zoning, for that very reason.

Councilman Jordan stated under the requirements for the development agreement, under SC code 6-31- 60. There're certain things that have to be included, as well. And one of them is, and he has brought this issue up before and he just wanted an opinion as to how we're dealing with this. But the development agreement has to include a description of public facilities that will serve as the development, including who provides the facilities, the date in any public facilities, if needed, will be constructed and scheduled to assure public facilities are available concurrent with the impacts of the development. And there's been some discussion about the sewer capacity. As he saw the development agreement, it does not include, you know, the future public facility, and who's going to provide it, he saw where it certainly states that the county isn't providing it, which, you know, thank you for including that. But what do we need to do to address that issue?

Attorney Kozlarek stated we need to go back to the developer to ensure that both the municipal district and wastewater recovery are going to provide those services. You're correct. It is not specifically stated in this document, because the county wouldn't be adopting the approval for another governmental entity to provide those services. But we can certainly get some sort of letter representation that those services will be provided or the timeline for that service to be provided. Councilman Vaughn motioned to approve, second by Councilman Killian. Vote 5-1 to approve. Councilman Jordan opposed.

g. 2nd Reading of 2021-21 An Ordinance to Prohibit Truck Traffic on Canal Road.

Councilman Wilson stated he had a couple of things. We did a similar ordinance relating to the Village Drive a while back. He had the same concerns, the one thing the ordinance states is six or more tires. And there's plenty of people that drive dually trucks as passenger vehicles. He asked that it be changed to 10 or more tires, it would still keep with what we are trying to be accomplished here. This is also minor, but it says trucks may enter Canal Road to deliver or pick up freight from businesses located within the zone. He thought it should be homes or businesses because there's plenty of, washing machines, refrigerators being delivered as well. So not a big deal. And maybe we could have those changes for third reading. Councilman Jordan stated I wouldn't have a problem with those changes, he motioned to approve with the changes, second by Councilman Vaughn. Vote 6-0 to approve.

7. Old Business

a. From CCTC meeting 11-15-2021

1. Action regarding extra allocated money from SCDOT for roads.

Councilman Vaughn motioned to approve Oliphant Lake Road, Hall St, Tate Drive, Cessna and Luscombe Road, second by Vice Chairman Branham.

2. Action taken to reimburse the Road Department for road maintenance in the amount of \$18,093.28 dollars. Vice Chairman Branham motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.

3. Action taken to reimburse the Recycling Department for recycling material in the amount of \$1259.69. Councilman Guy motioned to approve, second by Councilman Killian. Vote 6-0 to approve.

8. New Business

a. Discussion regarding security at the Magistrate Court on Dawson Drive- Councilman Jordan.

Councilman Jordan stated you may remember we looked into security at the magistrate's court on Dawson drive in 2018. And we had actually allocated some funds. What we were looking at doing was basically restructuring the concept of the courtroom currently, when someone enters the courtroom, you can almost reach out and touch the judge, as you walk in the door. And so that the courtroom layout is not far from ideal. I've had hearings there. And it's just not a very safe layout. And so, back at the time, we looked into it, members of council went down toured it. He stated he was not aware of this but at the time the Chief Magistrate decided not to move forward with the project. The current Chief Magistrate Garis has brought this issue up again, and it is an ongoing problem. A judge should not be on the bench having to worry about someone coming in the door who can reach out and grab him or her. The Sheriff is here tonight as well. He may want to chime in on this issue, a first step would be obviously to reconfigure the courtroom. He didn't think the funds were still there and have been reallocated based on Chief Magistrate at the time not wanting to move forward.

Treasurer Tommy Darby stated there were funds allocated for that project. I think it was roughly \$90 to \$100,000 allocated for that reconfiguration. I think in January of 19, our supervisor at the time received a letter from Judge Underwood who requested that they abandoned that project. The supervisor went back to council and had those funds reallocated; I believe to the animal shelter. It was a list of projects that were complete. And he thought it was about \$125,000, that they moved to another project. That was done in February of 19. And that was done by resolution by council. Just some history on those funds or that project, that are not available now.

Sheriff Dorsey stated he had spoken with the Special Services Captain who's responsible for courthouse security. He says 95% of the time magistrates request security there, we put somebody there, but we don't have the resources to have someone there all the time. He urged council to do an assessment. There are a lot of security needs, at the main courthouse in there building, they have detention center issues that are being studied right now. So that may be a part of some more assessments that need to be made on the entire building. Due to the structural problems that have been recognized recently. He asked Council not to commit any funds right now. Until they have a full picture of what that building needs.

Mr. Darby stated he believed there was an assessment done of the courtrooms. We can try to pull all that information back up and see where it's at, and what they did before.

Councilman Jordan stated to have it back on the agenda that for the second meeting in January and have the other information as well.

b. Update on glass, cardboard not being recycled. Councilman Jordan.

Recycling Director Katie Fischer stated she was in full transparency for the citizens of Chester County, she gave a breakdown on the history of the whole glass and cardboard. In March 2020, we stopped due to COVID-19, because there just was not a market for it. A lot of places just weren't accepting it. Going forward around May of 2021 is when the market picked back up. Once I came into this position, we have been working diligently with Sunoco recycling out of Columbia and other counties to see the kind of work through the logistics of what they do so that we can make sure that we're moving forward and into the future with recycling for Chester County. Honestly, glass, there's no market right now for glass. She stated she had a meeting with Carol Gilchrist from Sunoco recycling tomorrow at one of the recycling centers, they we're going to be working on a restructuring plan that hopefully will be set up and enrolling by early to 2022. So that will start recycling cardboard and commingle material. Then if I can, I would like to remind the citizens for the household hazardous waste day, will be March 26. And we will be having shredding that day as well. We'll be putting it on the county's website and Facebook and all that, as you know, time gets closer.

Councilman Jordan asked if there was a timeline for the cardboard to start backup.

Mrs. Fischer stated before 2022, she would reach out to Karen Lee for a closer date so she could pass it on to Council.

9. Boards and Commissions

a. Appointment to the Chester Metropolitan District Commission. - County Council

Dr. Frederick stated there were three applicants for one seat, he would call the name, that's the person of your choice, then you just signify by raising right hands and say aye. Vice Chairman Branham motioned for Interim Chairman Frederick to call out the names and each one votes for their preference, second by Councilman Jordan. Vote 6-0 to approve. Dr. Frederick stated all those in favor of David Shinn raise your right hand and say aye, Councilman Wilson, Vaughn and Branham voted for Mr. Shinn. Dr. Frederick stated all those in favor of Marty King raise your right hand and say aye, Councilwoman Guy voted for Mr. King. Dr. Frederick stated all those in favor of Pete Skidemore raise your right hand and say aye, Councilman Killian and Jordan voted for Mr. Skidemore. Mr. Shinn received the most votes and was appointed to the Chester Metropolitan District Commission.

10. Executive Session- Councilman Jordan motioned to go to executive session, second by Vice Chairman Branham. Vote 6-0 to approve.

- a. To receive legal advice regarding Project 2058. Attorney Winters.
- b. To receive legal advice regarding a contractual matter in the Sheriff's Office. Attorney Winters.
- c. To receive legal advice regarding a personnel matter. Attorney Winters.

11. Council Actions Following Executive Session- Councilman Jordan motioned to go to back to regular session, second by Vice Chairman Branham. Vote 6-0 to approve.

a. Action taken regarding legal advice for Project 2058.

Vice Chairman Branham motioned to allow the economic development to proceed, second Councilman Killian.

b. Action taken regarding a contractual matter at the Sheriff's Office.

Councilman Vaughn motioned to approve pending legal review, second by Vice Chairman Branham. Vote 6-0 to approve.

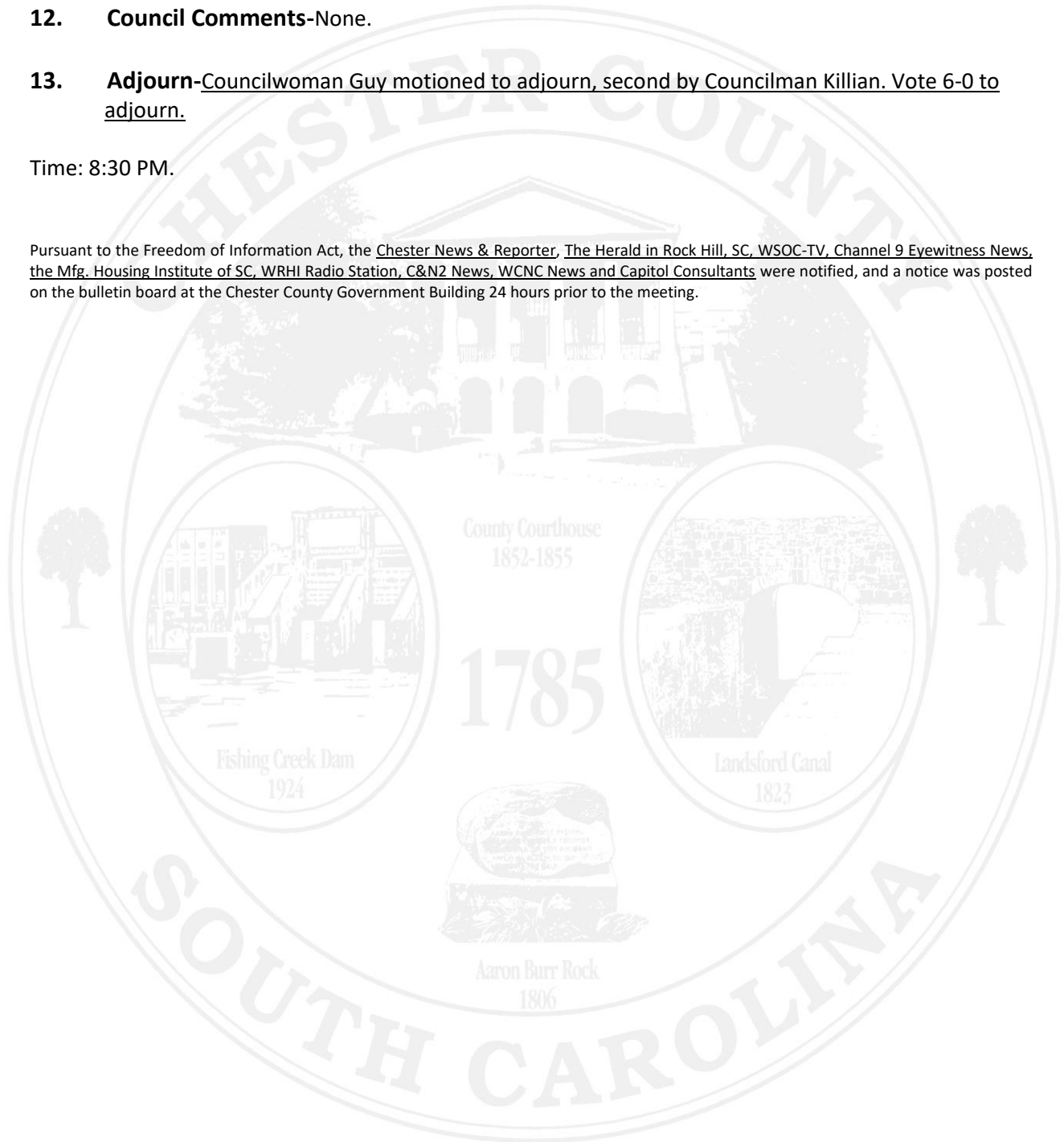
c. Action taken regarding legal advice of a personnel matter. Taken as information.

12. Council Comments-None.

13. Adjourn-Councilwoman Guy motioned to adjourn, second by Councilman Killian. Vote 6-0 to adjourn.

Time: 8:30 PM.

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





STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. 2021-20

AN ORDINANCE TO ADOPT THE 2020-2030 COMPREHENSIVE PLAN

WHEREAS, the South Carolina General Assembly enacted an amendment to the Code of Laws of South Carolina to incorporate therein a new Chapter 29 to Title 6 of the Code of Laws of South Carolina, 1976, as amended, entitled "South Carolina Local Government Comprehensive Enabling Act of 1994" which repealed certain previously-enacted planning acts and codes; and

WHEREAS, the 1994 South Carolina Local Government Comprehensive Planning Enabling Act, as amended, requires all developments within the plan area to be reviewed for consistency with the plan; and

WHEREAS, 2020-2030 Comprehensive Plan, as depicted in Exhibit A and to include all those parcels bounded by the Plan, was developed with participation and feedback from staff and stakeholders throughout the process; and

WHEREAS, the Chester County Planning Commission unanimously approved recommending the adoption of the 2020-2030 Compressive Plan on October 19, 2021; and

WHEREAS, the Chester County Council has reviewed the draft elements of the 2020-2030 Comprehensive Plan, including several amendments provided by Council members and the Chester County Sheriff, and has determined that the plan should be adopted, approved, and implemented; and

WHEREAS, The Chester County Council, by adopting this ordinance, supports the 2020-2030 Comprehensive Plan:

NOW, THEREFORE, BE IT ORDAINED, by the Interim County Supervisor and the County Council of Chester County, South Carolina, duly assembled, does hereby adopt the 2020-2030 Comprehensive Plan in accordance with the provisions of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended.

[Signature Page to Follow]

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

Enacted and approved this ____ day of _____, 2021.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr. Wylie Frederick, Interim County Supervisor

Attest:

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

FIRST READING: November 1, 2021
SECOND READING: November 15, 2021
THIRD READING: December 6, 2021
PUBLIC HEARING: December 6, 2021



Chester County

**Comprehensive
Plan 2020-2030**

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CHAPTER 1 INTRODUCTION

The **Chester County Comprehensive Plan 2020-2030** is organized into three sections that collectively encompass the intent and requirements prescribed by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended.

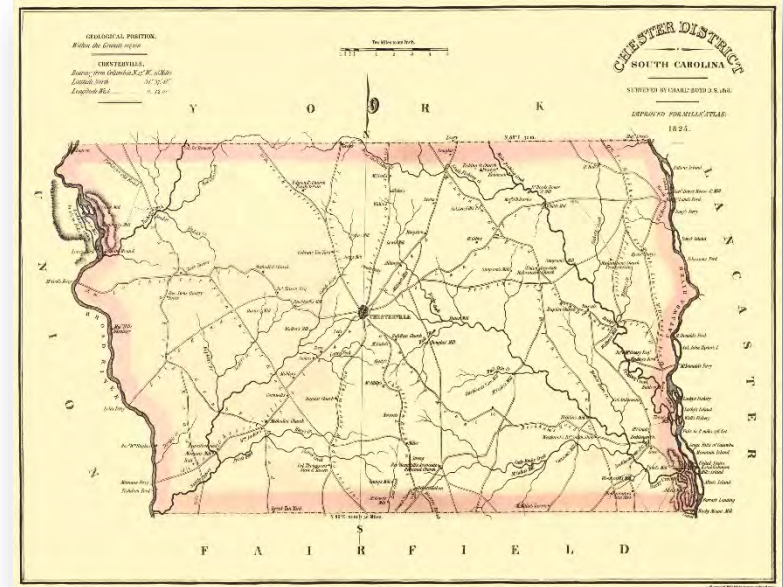
- Existing Conditions: the thorough documentation of historical trends and data provides a snapshot of Chester County which provides background and context for the other two sections.
- Public Engagement: the permanent record of efforts to engage the community so that this plan reflects local values.
- Strategic Action Plan: a focused plan of action for improving, protecting, and enhancing the livability of Chester County.



This format is a departure from the conventional practice of having individual elements that cover particular topics such as Population, Housing, or Transportation. This plan’s organization is intended to facilitate an action-oriented approach centered on three key themes—Housing, Economic Development, and Public Facilities & Services—with specific policies, projects, or services that can be started as soon as partners and resources are identified. Likewise, the number of action items, and timeframes for implementation have been adjusted to encourage completion so that new opportunities and items can be added in future years.

CHAPTER 2 EXISTING CONDITIONS

The following description of Chester County's Existing Conditions provides a context for the plan's recommendations. This collection of data and analysis is a tool to educate community residents on the current status and needs of the county. A sound information base establishes a foundation to measure the extent of resources that are necessary to address the needs of the county. The information presented in this document was drawn from a variety of sources including community stakeholders and county representatives as well as data sources such as ESRI and US Census Bureau.



County Historical Context



Chester County, South Carolina, had its beginning in 1750 when the Scots-Irish from Pennsylvania and Virginia settled on Rocky Creek and Fishing Creek. The area that is Chester County today was originally part of Craven County, one of the three original counties established by the Lords Proprietor of the English colony of Carolina in 1682. In 1785, the state was divided into 37 judicial districts and Chester County came into existence.

Chester was one of seven counties created in 1785 from the old Camden Judicial District. Situated in the rolling hills of South Carolina's eastern Piedmont, Chester County is bound on the east by the Catawba River and on the west by the Broad River. The County is unique because its borders have never been altered, and its distinct rectangular shape is unique among South Carolina counties.



Chester County Courthouse
Photo Credit: U.S. National Register of Historic Places



Chester County Transportation Museum
Photo Credit: Joseph C. Henson Photography



Catholic-Presbyterian Church:
Photo Credit: South Carolina Department of Archives and History.



Landsford Canal State Park
Photo Credit: Trover

CHAPTER 3 DEMOGRAPHICS

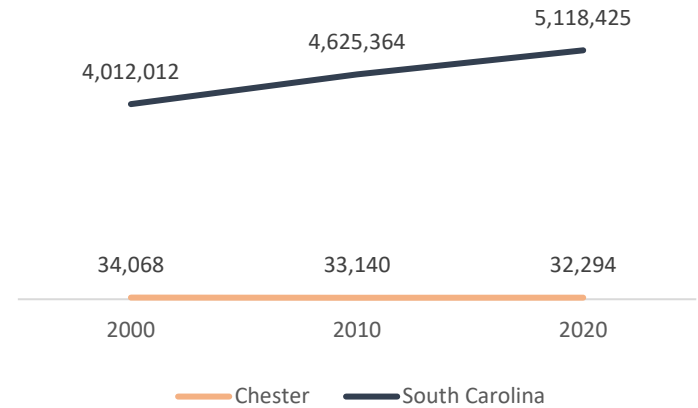
POPULATION

- Chester County's population peaked during the 2000 Census at 34,068 people. In 2010 Chester County's population decreased by 2.7% to 33,140. By 2020, the estimated population decreased again slightly by 2.6% to 32,294 people. However, with the Knight's Bridge, Walker's Mill, and other housing development construction underway, Chester County is expecting to experience sustained growth in the next planning period.
- While Chester County decreased in population by 5.21% since 2000, statewide, South Carolina experienced a 27.6% increase in population, growing by 1,106,413 people between 2000 and 2020.
- Chester County municipalities have also experienced a slight decline in population over the 2000 and 2010 Censuses. Thus, the declining population is indicative of both incorporated and unincorporated areas of the County. However, **with projected new growth in the city of Chester, the exit 65 area and the Great Falls Area, motivated by nature-based tourism, the new residents moving into the area should reverse this towards a positive trend.**
- Between 2000 and 2019, the City of Chester's population declined by 13.6%, Great Falls by 9.8%, Lowrys by 6.8%, and Richburg by 21.7%. Fort Lawn increased its population by 3.0%. It is important to note that with small population sets, even the smallest change in population may show an exaggerated positive or negative impact.

DIVERSITY

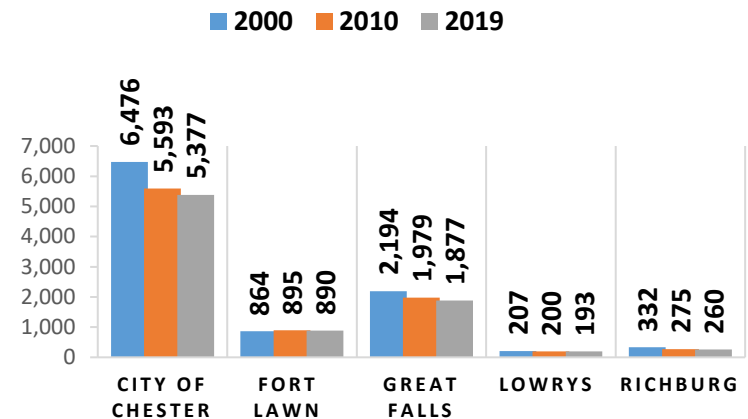
- Chester County's population is primarily comprised of two racial groups, white and black. The 2020 Census, racial demographics indicate that 58.1% of the population identify as white alone, 35.1% identify as black, 4.5% identify as being of mixed race, and 1.5% of the population was identified as being of another race,

POPULATION 2000-2020



Source: US Census Bureau and American Community Survey

MUNICIPAL POPULATION CHANGE, 2000-2019



Source: US Census Bureau and American Community Survey

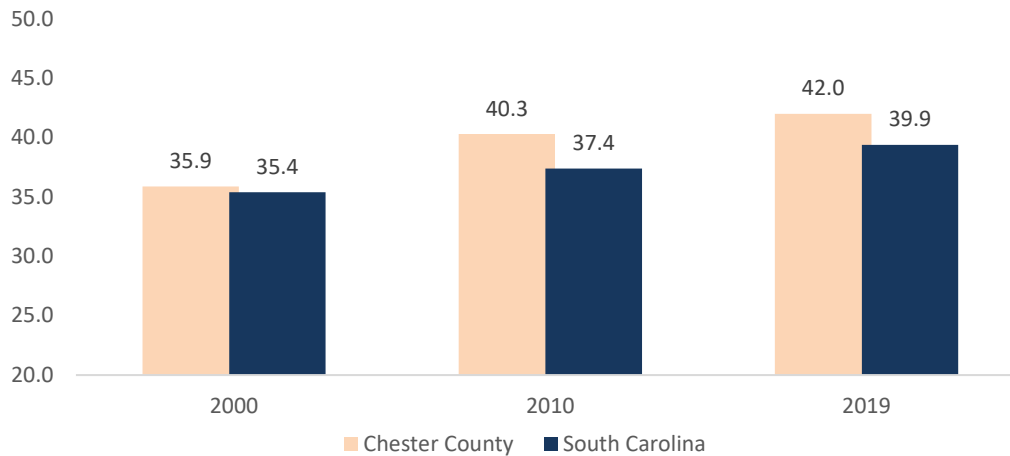
Note: At the time of publishing limited release of 2020 census

AGE

- In 2000, Chester County primarily had the same age cohorts as the state. The largest discrepancy in age statistics was the 5-19 (1.3% higher) and 20-64 age cohorts (2.0% lower).
- In 2019, Chester’s age ages 20-64cohorts continued to mirror South Carolina’s by increased by 3.6%; individuals 65 years of age and older increased by 4.2%.

Note: At the time of publishing limited release of 2020 census data had occurred.

Median Age, 2000-2019



Source: US Census 2000, 2010, and 2019

AGE COHORTS		
2000		
Age	Chester County	South Carolina
< 5	6.7%	6.6%
5-19	23.0%	21.7%
20-64	57.6%	59.6%
65+	12.7%	12.1%
2010		
Age	Chester County	South Carolina
<5	5.7%	6.6%
5-19	21.2%	20.3%
20-64	53.0%	59.9%
65+	14.0%	13.2%
2019		
Age	Chester County	South Carolina
<5	5.6%	5.8%
5-19	19.6%	19.1%
20-64	56.6%	57.9%
65+	18.2%	17.2%
Source: US Census 2000, 2010, and 2019 American Community Survey		

- Chester County’s median age increased from 35.9 in 2000 to 42 in 2019.
- In 2000, 9.7% of Fort Lawn’s individuals were under 5 years of age, the highest of all county municipalities. Fort Lawn also had the highest percentage of individuals ages 20-64 at 60.4%.
- By 2019, Lowrys had the most individuals above age 65 at 21.5%.
- In 2010, Chester had the highest percentage of individuals ages 20-64 at 64.2%.
- Fort Lawn saw the largest increase of senior citizens with the total amount rising by 10.9% during the decennial census period.
- In 2019, Great Falls had the highest percentage of individuals under 5 years old with 12.8%.
- Lowrys experienced the largest increase in median age between 2000 and 2019 at 24%.

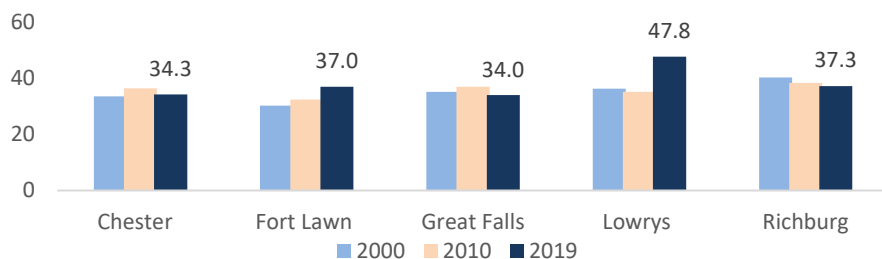
MUNICIPAL AGE COHORTS					
2000					
	Chester	Fort Lawn	Great Falls	Lowrys	Richburg
< 5	7.6%	9.7%	7.8%	8.7%	4.8%
5-19	24.7%	23.0%	22.9%	19.8%	22.8%
20-64	55.6%	60.4%	52.2%	57.9%	56.1%
65+	12.1%	6.9%	17.2%	14.0%	16.3%
2010					
	Chester	Fort Lawn	Great Falls	Lowrys	Richburg
< 5	5.3%	7.4%	7.4%	3.3%	11.4%
5-19	17.4%	27.4%	28.5%	32.3%	21.6%
20-64	64.2%	59.0%	50.5%	53.1%	51.7%
65+	13.1%	6.2%	13.5%	11.0%	15.3%
2019					
	Chester	Fort Lawn	Great Falls	Lowrys	Richburg
< 5	7.2%	9.3%	12.8%	1.6%	7.3%
5-19	18.2%	15.9%	19.0%	12.9%	21.0%
20-64	59.6%	57.9%	54.8%	64.0%	54.9%
65+	14.9%	17.0%	13.4%	21.5%	16.8%

Source: US Census 2000, 2010, and 2019 American Community Survey

Source: US Census 2000, 2010, and 2019 American Community Survey

Note: At the time of publishing limited release of 2020 census data had occurred.

Municipal Median Age, 2000-2019



Source: US Census 2000, 2010, and 2019 American Community Survey

HOUSEHOLDS

- In 2019, there were 12,653 households in Chester County, a 1.76% decrease from the 12,880 households in Chester County during the 2000 decennial Census.
- In 2000, 78.4% of Chester County housing was owner-occupied. By 2019, this had dropped to 76.1%, but it was still much higher than the national homeownership rate of 64.0%.

In 2000, the average Chester County household size was 2.62 persons, while in 2019, Chester County's household size fell by 4.52%, to 2.5.

- The municipalities of Chester and Lowrys experienced the largest decrease in families at 23.7% and 18.6% respectively between 2010 and 2019.
- Fort Lawn and Richburg experienced an increase in number of households and families between 2000 and 2019.
- In 2019, 47.6% of Chester County's housing was owner-occupied
- Overall, Chester County has experienced a 1.76% increase, and South Carolina has experienced a 25.3% increase in total households during the same period between 2000 and 2019.
- **With new projected growth in the City of Chester, Richburg and Great Falls, the County should see positive growth in total households as new Census data is released.**

Note: At the time of publishing limited release of 2020 census data had occurred.

A **household** is defined as an occupied housing unit that includes all persons who occupy that unit. Occupants do not have to be related to form a household.



Single Family Residential Home
Photo Credit: New Chester Realty

INCOME

Chester County
Income at a Glance
(2019)

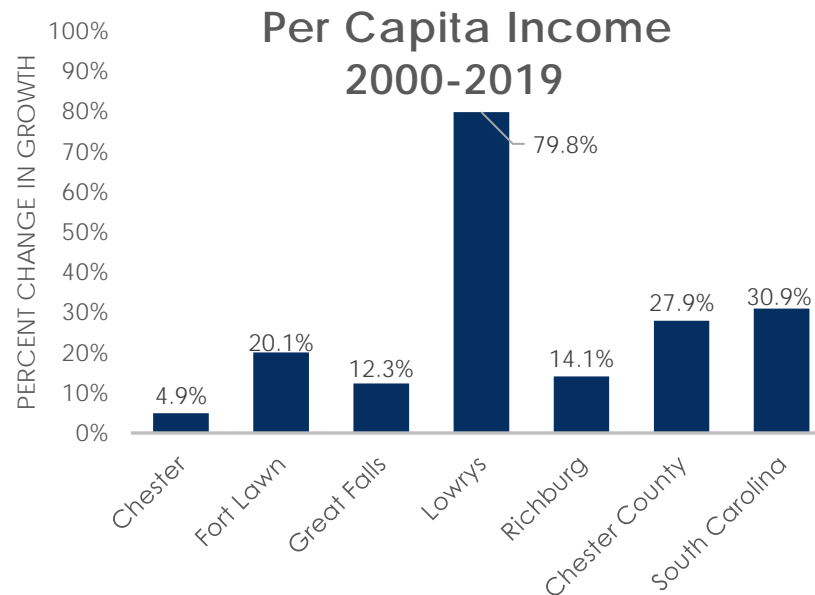
\$42,442
Median
Household
Income

\$54,235
Average
Household
Income

\$22,234
Per Capita
Income

17.7%
Families
Below
Poverty
Line

- In 2019, the median household income for Chester County was \$42,442. The state average was \$53,199.
- Between 2000 and 2019, Chester County's median household income increased by 30.9% while the state's household income increased by only 11.4%.
- In 2019, the average household income for Chester County was \$54,235. The state average household income was \$78,188.
- Chester County's median family income increased by 29.1% during the planning period.



Source: US Census 2000, 2010, 2019 American Community Survey

Note: At the time of publishing limited release of 2020 census data had occurred.

Per capita income measures the average income earned per person in a given area (city, region, country, etc.) in a specified year.

Household Income measures total gross income of all occupants of a housing unit.

Family Income measures total gross income of all occupants related by family within a housing unit.



Confederate Chester Gun
Photo Credit: Chester County Historical Society

HOUSING

14,601
Housing
Units
(2020)

11,250
Owner
Occupied

2,543
Renter
Occupied

\$661
Median
Gross Rent

Source: US Census 2000, 2010, and
2019 American Community Survey

- In 2020, there were 14,601 housing units in Chester County, an increase of 227 units from 2000 to 2020. Though an increase in units has occurred, the population fell during this same period. This can be explained by the drop in average household size.
- 85.0% of Chester County's units were occupied in 2010. In 2020, this increased slightly to 88.5%.
- In 2019, Chester County's owner-occupied housing unit rate was 76.1%, which was higher than South Carolina's 69.4% rate. This is, however, down from a 78.4% rate in 2000, which represents a 2.9% decline.



Source: Chester County

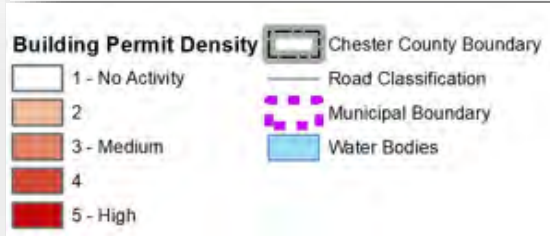
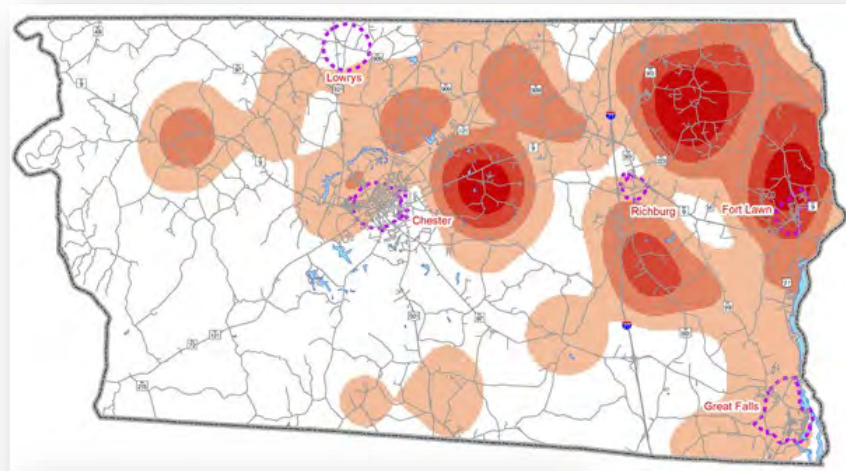
Note: At the time of publishing limited release of 2020 census data had occurred.

- In 2019, 72.4% of all housing units in Chester County were single-unit, which is better than the state's 66.3% rate. However, 20.4% are mobile homes versus the state's 16.2%. [<https://censusreporter.org/profiles/05000US45023-chester-county-sc/>]
- Chester County's median household value in 2019 was \$95,600. The state's median household value was \$162,300. This discrepancy is due in part to the age of housing structures in Chester County. As of 2019, 65.5% of the housing structures were built pre-2010 compared to the state's 49.3%. [<https://censusreporter.org/profiles/05000US45023-chester-county-sc/>]
- In 2019, Chester County's median gross rent was 18.7% of the median household income of \$42,442 (Monthly gross median rent X 12 Months and then divided by median household income). Statewide, the median gross rent is 20.2% of the median household income.
- For housing units with a mortgage in Chester County, 27.6% of income goes to housing costs (Median monthly owner costs X 12, divided by median gross income). The statewide costs totaled approximately 28.1%.

BUILDING PERMITS

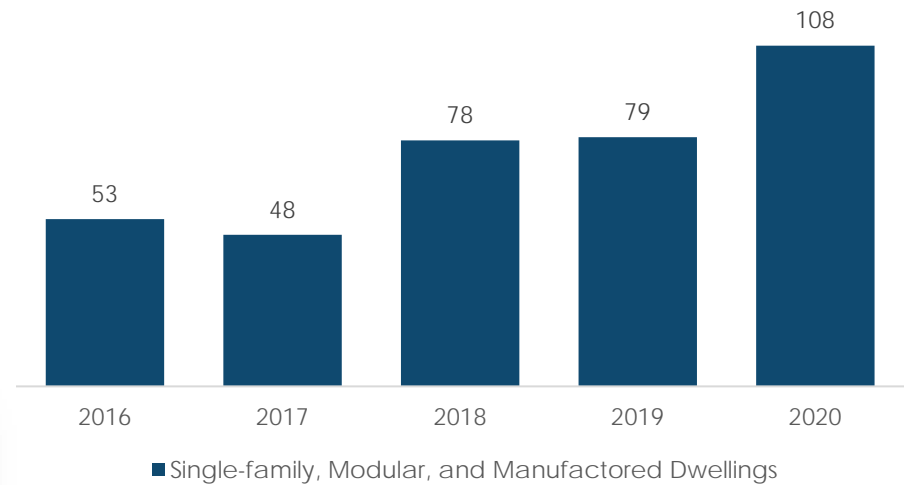
Building permit data was supplied by Chester County building and planning officials. The numbers shown reflect the current and historical records since 2016. Over the past five years, a pattern has emerged that reflects a more than a 100% increase in the number of single-family permits between 2016 and 2020. This information is intended to function as an assessment tool to analyze growth patterns and community needs.

**CHESTER COUNTY
NEW SINGLE-FAMILY DWELLINGS 2020**



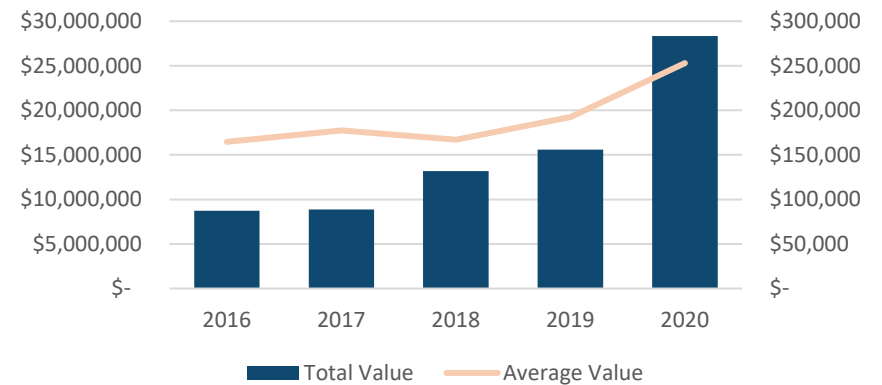
Source: Chester County/CRCOG

Chester County Single-family Residential Permits 2016-2020



Source: Chester County/CRCOG

Value of Single-family permits 2016-2020 in Chester County



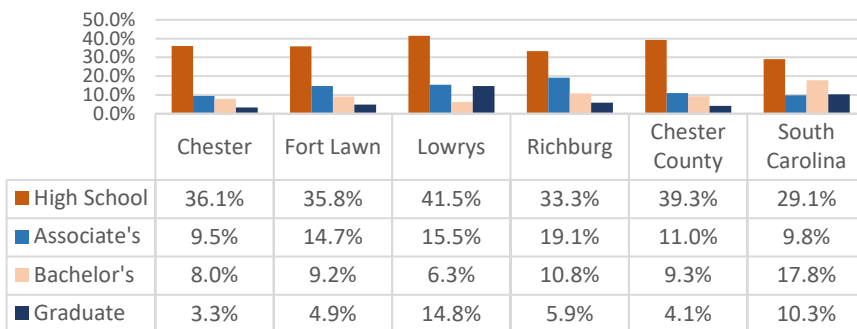
Source: Chester County/CRCOG

CHAPTER 4 EDUCATION

- In 2019, for 39.3% of Chester County’s population 25 years of age or older the highest educational attainment level was a high school diploma or GED; the statewide rate was 29.1%. Approximately 82.1%, of the same age group, has high school/GED equivalency or greater, statewide the percentage is slightly higher at 87.5%
- 11% of Chester County and 9.8% of South Carolina received an associate’s degree as the highest level of education.
- 9.3% of Chester County attained the equivalency of bachelor’s degree, while the state average was 17.8%.
- 4.1% of Chester County received a graduate degree, while 10.3% of the state received the same level of education

- Of the localities in Chester County, Great Falls had the highest percentage of individuals with educational attainment equivalent to a high school diploma or GED at 43%. Richburg had the highest percentage of individuals with an associate’s degree at 10.8%.
- Approximately 36.1% of the City of Chester's population attained a high school diploma or GED, while 9.5% of the population attained an associate’s degree.
- Although Lowry's had the lowest percentage of individuals with a bachelor's degree at 6.3%, it had the highest number of individuals among the municipalities with a graduate degree at 14.8%.

Highest Educational Attainment 2019 25 years of age and older



Source: US Census 2000, 2010, 2019 American Community Survey



Chester Senior High School
Photo Credit: Chester County

- The Chester County School District has approximately 5,110 students with more than 779 full- and part-time employees.
- In 2019, 464 teachers worked in the 11 schools that make up the district.
- From the fiscal year FY 2012-2013 school year to FY 2019-2020, overall enrollment decreased by 6.15%.
- To maintain, renovate, or fund new facility construction, Chester County School District has completed a district-wide Facility Needs Assessment to identify improvements for facilities to support the district's educational goals and student outcomes.



Lewisville Middle School
Photo Credit: Chester County

Chester County Public Schools

PRE-KINDERGARTEN – 5th Grade

- GREAT FALLS ELEMENTARY SCHOOL
- LEWISVILLE ELEMENTARY SCHOOL
- CHESTER PARK CENTER OF LITERACY/SCHOOL OF INQUIRY/SCHOOL OF THE ARTS

MIDDLE SCHOOLS

- GREAT FALLS MIDDLE SCHOOL
- LEWISVILLE MIDDLE SCHOOL
- CHESTER MIDDLE SCHOOL

HIGH SCHOOLS

- GREAT FALLS HIGH SCHOOL
- LEWISVILLE HIGH SCHOOL
- CHESTER HIGH SCHOOL

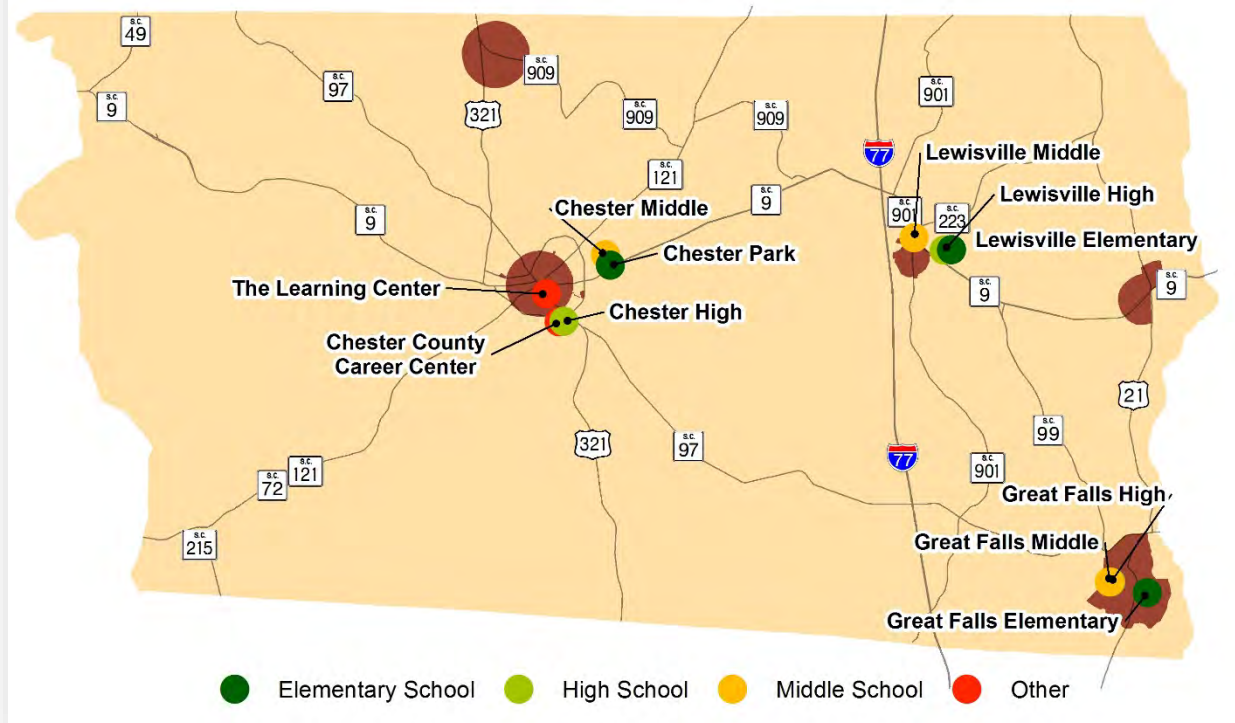
OTHER SCHOOLS

- THE LEARNING CENTER
- CHESTER CAREER CENTER

HIGHER EDUCATION

- YORK TECHNICAL COLLEGE: CHESTER CENTER

Public Schools Map



York Technical College offers both credit and non-credit courses at its satellite campus in Chester. Additionally, students are offered the majority of services provided at its primary campus.

CHAPTER 5 ECONOMIC CONDITIONS

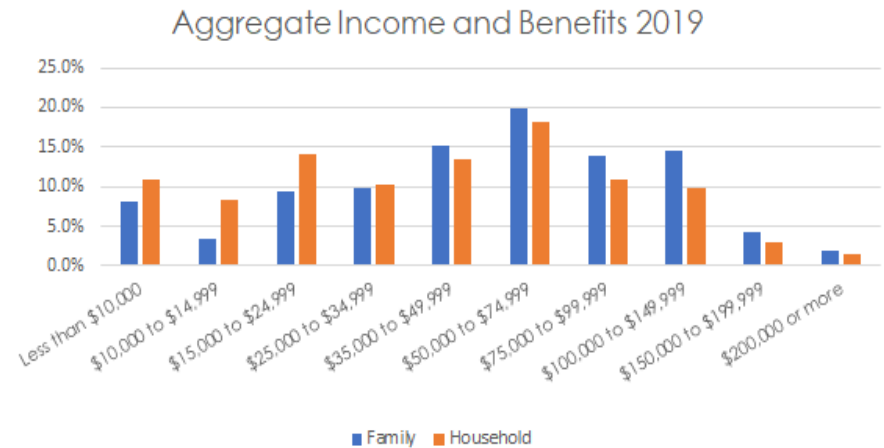
Occupation

- In 2019, Chester County had 13,196 civilian employed individuals in the work force of 16 years of age and over.
- Approximately 99.9% of the county labor force were in civilian jobs; the remaining 0.1% were employed by the armed forces.
- 45.9% of Chester’s population ages 16 and older are not in the labor force. Statewide, the average is 39.5%
- A significant portion of Chester County’s labor force, by industry, consists of manufacturing (23.5%), educational services, and health care and social assistance (19.1%) and retail trade (11.5%). This data is illustrated in the tree map graph on the following page.

Note: At the time of publishing limited release of 2020 census data had occurred.

Income and Benefits

- In 2019, 28,722 individuals employed in Chester County had some form of health insurance. Of this number, 59% had private health insurance; 42.5% had public insurance.
- The mean social security income was \$17,969, while the mean retirement income was \$18,623.



Source: US Census 2000, 2010, and 2019 American Community Survey

Tree Map of Employment Percentage by Industry, 2019



Source: 2019 American Community Survey

CHAPTER 6 COMMUNITY ASSETS AND FACILITIES



Chester County Historical Society Museum
Photo Credit: SC Great Outdoors



Spider Lilies – Lansford Canal State
Park
Photo Credit - CRCOG



Chester State Park
Photo Credit: Discover South Carolina

Chester County Library System

The Chester County Library is a county-wide free public library system governed by a seven-member Board of Trustees. The system includes the following libraries: Chester County Library, Great Falls Community Library, Lewisville Community Library, and a multi-stop bookmobile.

- **GREAT FALLS:** In 1927, Great Falls Community Library was opened by adult education advocate Wil Lou Gray.
- **LEWISVILLE:** Lewisville Community Library opened in 1997 in response to rapid growth in the Richburg/Lewisville area. This library is often visited by travelers on Interstate 77 and is well used by local individuals.

Chester County Historic Society Museum

The Chester Historic Society Museum and Archives is housed in the 1914 Chester County Jail. It contains a large collection of Catawba pottery, Native American projectile points, long rifles, handguns, and more.

Chester State Park

The 523-acre Chester State Park is located just southwest of the City of Chester. Since opening in the 1930s, it has been a haven for hiking, picnicking, boating, and fishing for the surrounding communities in the Piedmont Region of South Carolina. It features a beautiful 160-acre park lake with canoe and paddle boats available for rent, 25 campsites, 2 disc golf courses, and a 472-foot bridge perfect for fishing and observing wildlife.

Landsford Canal State Park

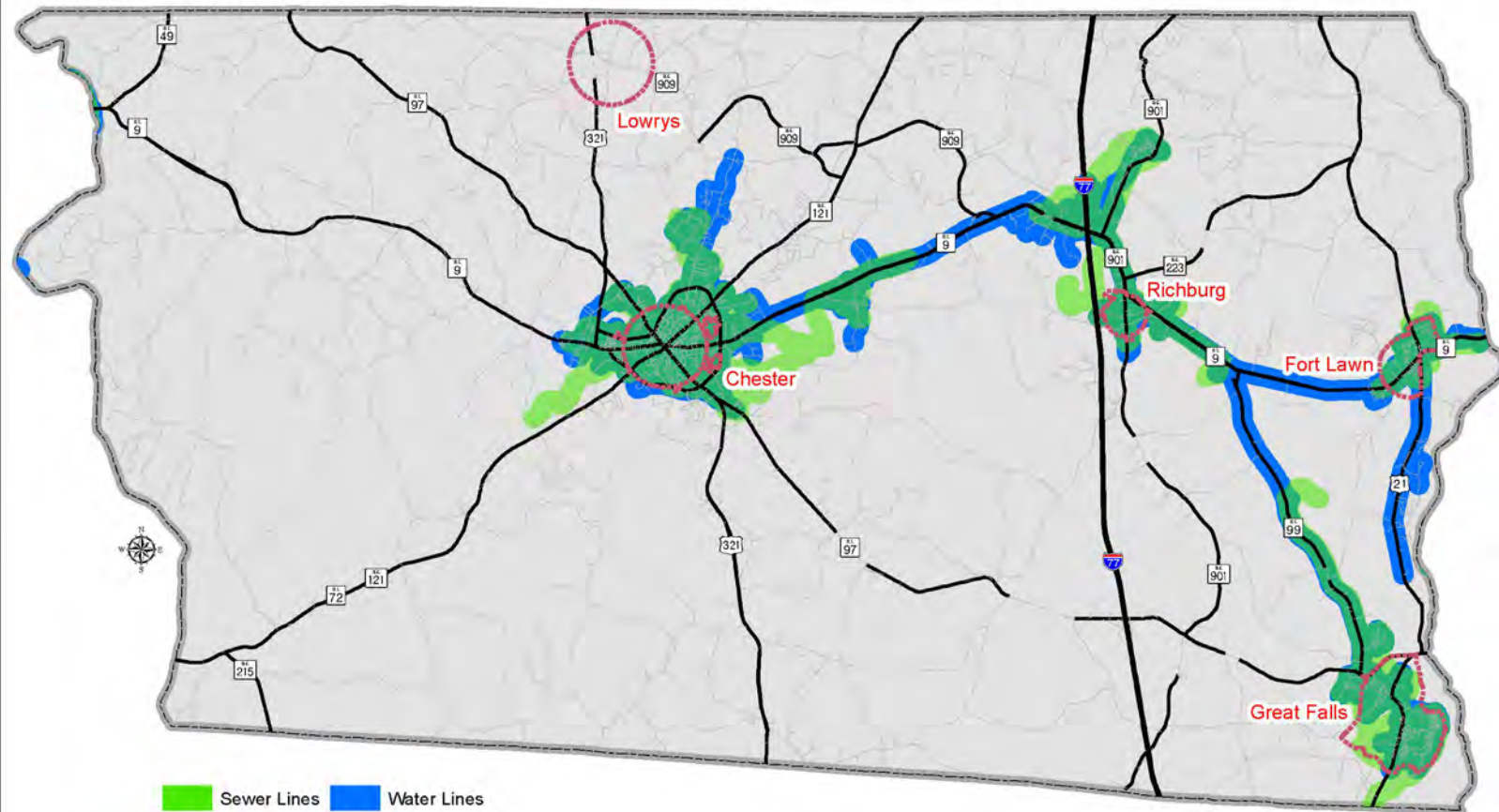
Granted to Thomas Land in 1754, the 448-acres Landsford Canal State Park stretches across northeast Chester County and is full of cultural and natural history. It runs parallel to the Catawba River and contains Native American artifacts dating back over 10,000 years. It has a 1.5-mile trail along the remains of the historic canal. This park attracts thousands of visitors annually in the spring to see the world's largest population of Rocky Shoals Spider Lilies.

CHAPTER 7 INFRASTRUCTURE

WATER AND SEWER UTILITIES

- The Chester Metropolitan District (CMD) was created in 1959, by Act No. 379 as amended, as a Special Purpose District and is governed by a commission.
- The CMD serves residents along SC Highway 9, SC Route 99 and, the US-21 Corridor as well as the municipalities of Chester, Fort Lawn, Great Falls, and Richburg.
- The CMD originally relied on its location in Fort Lawn to supply the county but expanded after it acquired water systems from the City of Chester and Town of Great Falls.
- In 2001, CMD received a substantial grant, which allowed for the replacement of nearly the entire water system in the Town of Great Falls and the construction of the 750,000-gallon Richburg Water Tank.
- The CMD currently produces an average of 4.2 million gallons of drinking water per day from its water treatment plant on the Catawba River.
- The District owns and operates seven storage tanks that serve over 6,500 customers throughout the county.
- Chester County Wastewater Recovery (CWR) is also a special purpose district created by Legislative Act No. 480 of 1964 and as amended by Act No. 1186 and other amendments thereto.
- Without this sewer service, industrial operations in the Chester County area would be greatly hindered.
- CWR is governed by a five-member commission known as the CWR Commission.
- With a combined capacity of four million gallons, wastewater treatment facilities in Rocky Creek, Sandy River, and Lando/Manetta make up CWR.
- CWR serves over 4,400 residential and commercial customers, 13 of which are Industrial.
- There are eight certified wastewater treatment operators at CWR.
- **Great Falls Waste Water District established in 1976 through a state legislative has capacity to treat 1.4 Million Gallons of wastewater per day, treats approximately 700,000 gallons per day, leaving significant capacity for future growth.**

Public Water and Sewer



Source: Chester County/CRCOG

CHAPTER 8 PUBLIC SAFETY

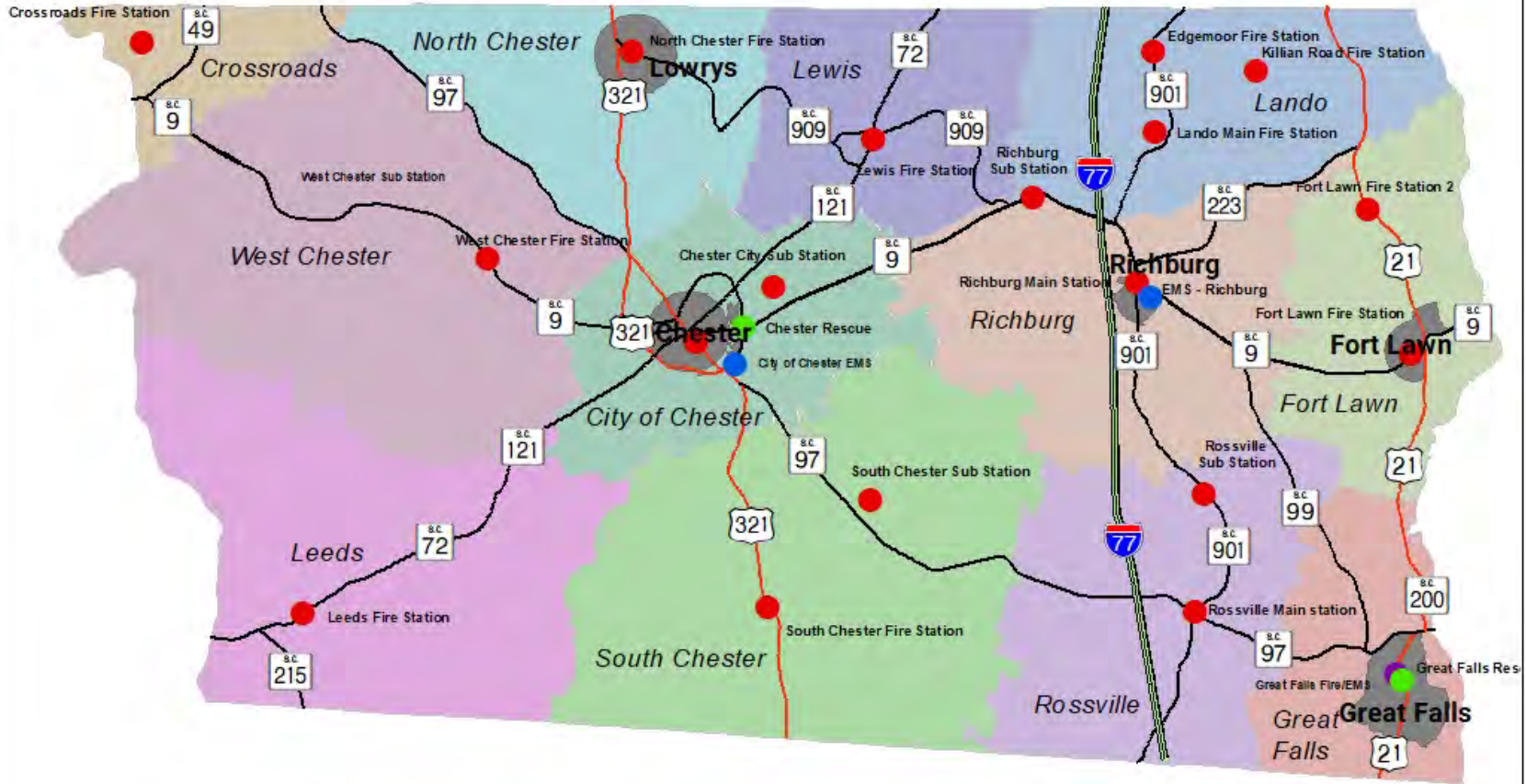
FIRE AND EMERGENCY MEDICAL SERVICES (EMS)

- Chester County has 12 fire districts that are serviced by a total of 20 stations.
 - City/Special Purpose Districts
 - City of Chester (2)
 - Fort Lawn – (2)
 - Lando (3)
 - Lewis – (1)
 - Richburg – (2)
 - Chester County Fire Commission
 - Great Falls – (1)
 - Leeds – (1)
 - North Chester – (1)
 - Rossville – (2)
 - South Chester – (2)
 - West Chester – (2)
 - Cross Roads – (1)
- The City of Chester, Town of Richburg and the Town of Great Falls have an EMS station that services the county as well.
- Guidelines are set for County Fire Service and rural departments by the Chester County Rural Fire Commission.
- The Chester County Emergency Services Training Center is located on McCandless Road. The facility includes a three-story class A burn tower and hazmat and rescue props.
- Chester County has 25 full-time and part-time firefighters, and 279 volunteer firefighters.
- The fire department emergency vehicles include 52 pumpers, 3 ladder trucks, 15 tankers, 7 service trucks, 12 brush trucks, and 1 aircraft crash truck.
- Between FY 2013 and 2020, Fire Department emergency calls increased by an average of 4.5% annually and 39.7% overall. EMS calls increased on average 10.6% annually and 120% overall.
- Chester County pays for the maintenance and repairs of all vehicles. However, each department is responsible for purchasing new vehicles.



Chester County Fire Engine
Photo Credit: KME Group

Fire District and Emergency Services Map



Emergency Services Facilities ● EMS ● Fire ● Fire/EMS ● Rescue

Source: Chester County/CRCOG

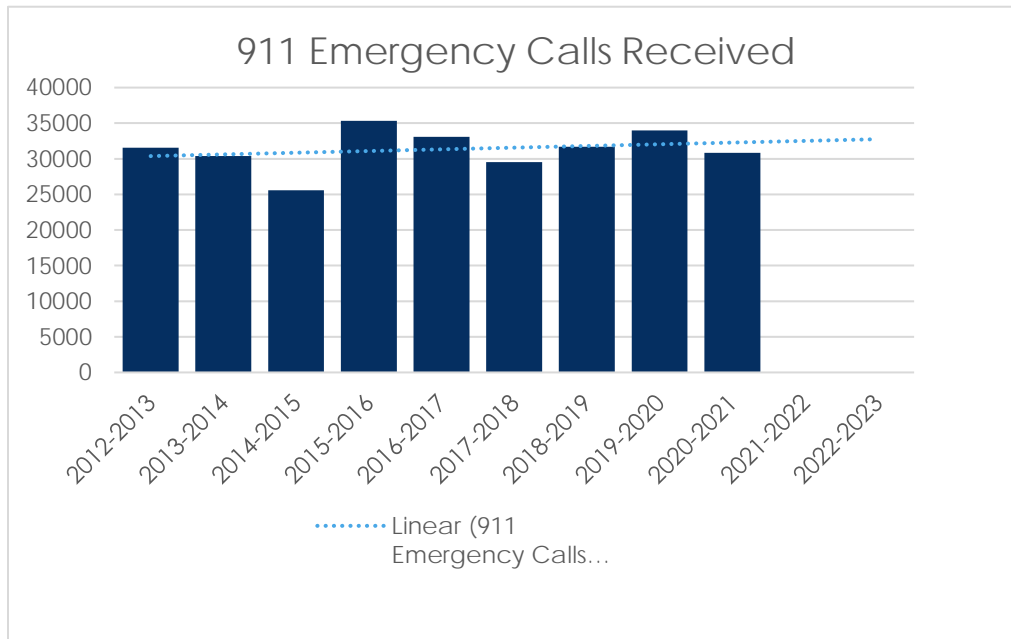


The Chester County Sheriff's Office strives to guarantee Chester County remains the safest and most enjoyable place to live in the State of South Carolina and is committed to holding the highest standards of law enforcement excellence. The Operations Division of the Office operates with approximately 60 sworn deputies, supplemented by a cadre of reserve deputies. These highly trained professionals conduct a variety of vital law enforcement functions such as regularly patrolling the County, conducting criminal investigations in an effort to stop violent crime, property crimes, and reducing the impact of illegal narcotics.

Additionally, the Office provides School Resource Officers to the County's schools. In addition to the Operations Division, the Office maintains an E-911 Division and a Detention Division. The E-911 Division receives all incoming 911 calls for all public safety entities in Chester County. The number of emergency phone calls into E-911

has experienced an ebb and flow between FY 2012 and 2020, as the data shows a noticeable drop in calls every three years starting in 2014 then again in 2017 and 2021. In 2015 and 2019, E-911 experienced a noticeable increase in calls. Even with the varying yearly totals, the linear projections forecast a slight increase in yearly calls through FY 2022 and 2023.

The Office's Detention Division's primary objective is to serve the citizens of Chester County by providing safe, secure, and humane detention of individuals in custody while preparing them for a successful return to the community. Through professionalism, teamwork, and personal accountability, Detention Division employees encourage an atmosphere that promotes positive interactions with fellow staff, the public, and the inmate population. The Detention Center mostly houses pretrial inmates, but also houses a number of inmates from the South Carolina Department of Corrections who have displayed positive behavior and are nearing the end of their incarceration. With the exception of 2020 (due to COVID restrictions), the average number of inmates housed each year has been approximately 1,000. This number has fluctuated slightly with dips below 1,000 in 2015, 2016 and, 2019. On the contrary, 2013, 2014, 2017 and, 2018 all saw average housing numbers greater than 1,000.



Data Source: Chester County

The employees of the Chester County Sheriff's Office operate under the guidance of six ethical principles, which include integrity, honesty, respect for others, fairness, loyalty, and accountability. These principles direct the actions of every employee as they work to provide professional, effective and, efficient public safety services.

- ~~The Chester County Sheriff's Department employs 60 sworn deputies and 3 reserve officers.~~
- ~~There are 80 department vehicles in all, a collection consisting of SUVs, sedans, and off road vehicles.~~
- ~~The department uses the allotted annual budget to pay for 100% of the necessary expenditures, such as routine maintenance and new patrol cars.~~
- ~~The number of emergency phone calls into 911 has ebbed and flowed between FY 2012 and 2020. The data shows a noticeable drop in calls every three years starting in 2014 then again in 2017 and 2021. In 2015 and 2019, 911 experienced a noticeable increase in calls. Even with the varying yearly totals, the linear projections only forecast a slight rise in yearly calls through FY 2022 and 2023.~~

CHAPTER 9 LAND USE

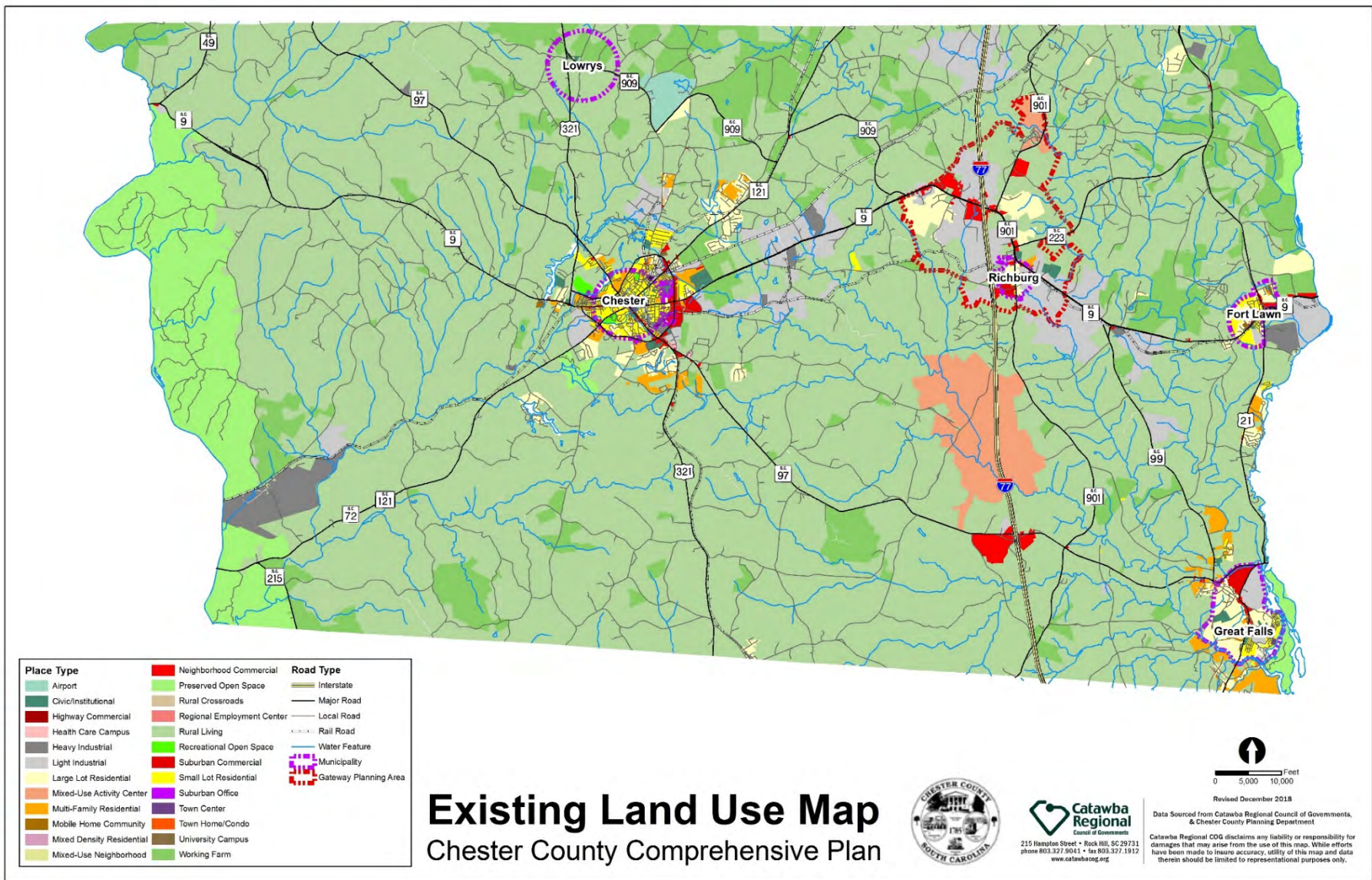
The Land Use Element of the Comprehensive Plan has two primary components that work in tandem to create a complete illustration of land-based factors impacting growth and development over the next decade: the current land use analysis and the future land use map. The first step in developing the element involves conducting a thorough review of how land is being used across the county by creating a snapshot of present conditions. The **Existing Land Use Map** also serves as a historic record of how parcels have developed (or not) and also helps to identify conditions which have influenced and may influence future growth in the county and its municipalities. This map was created as part of the *CONNECT: Our Future* regional plan and shows the current development status of individual parcels across the county. The table below details the distribution by number of parcels and acreage across the five categories of existing land uses.

Development Status Distribution

CONNECT DEVELOPMENT STATUS	PARCELS	RATIO	ACRES	RATIO
Preserved Open Space	67	0.3%	20,957	5.8%
Agriculture	205	0.9%	20,064	5.5%
Undeveloped	7,001	32.2%	217,228	59.7%
Underdeveloped	1,836	8.4%	79,020	21.7%
Developed	12,642	58.1%	26,853	7.4%

The highest number of land parcels (12,642) is shown as developed but only accounts for 7.4% of the acreage in the county. The undeveloped category accounts for about one-third of all parcels and approximately 60% of the land area at 217,228 acres. Underdeveloped parcels cover over one-fifth of all acreage and represent areas that have activity on part of a larger tract. Preserved open space, with 67 parcels, covers 20,957 acres or 5.8% land countywide and is found primarily in the Sumter National Forest and two state parks. Surprisingly, agriculture ranks last with only 205 parcels or about 20,000 acres.

The **Development Status Map** and **Existing Land Use Map** on the following pages show where these parcels are located in relation to one another. It is evident that the majority of Chester County has a significant representation of undeveloped parcels and that agricultural lands have a high concentration around Lowrys stretching to just west of I-77. The underdeveloped areas, which are well distributed across the county, likely represent former farms where activity has been suspended or abandoned. The **Future Land Use Map** and narrative will be covered in the **Strategic Action Plan** section.



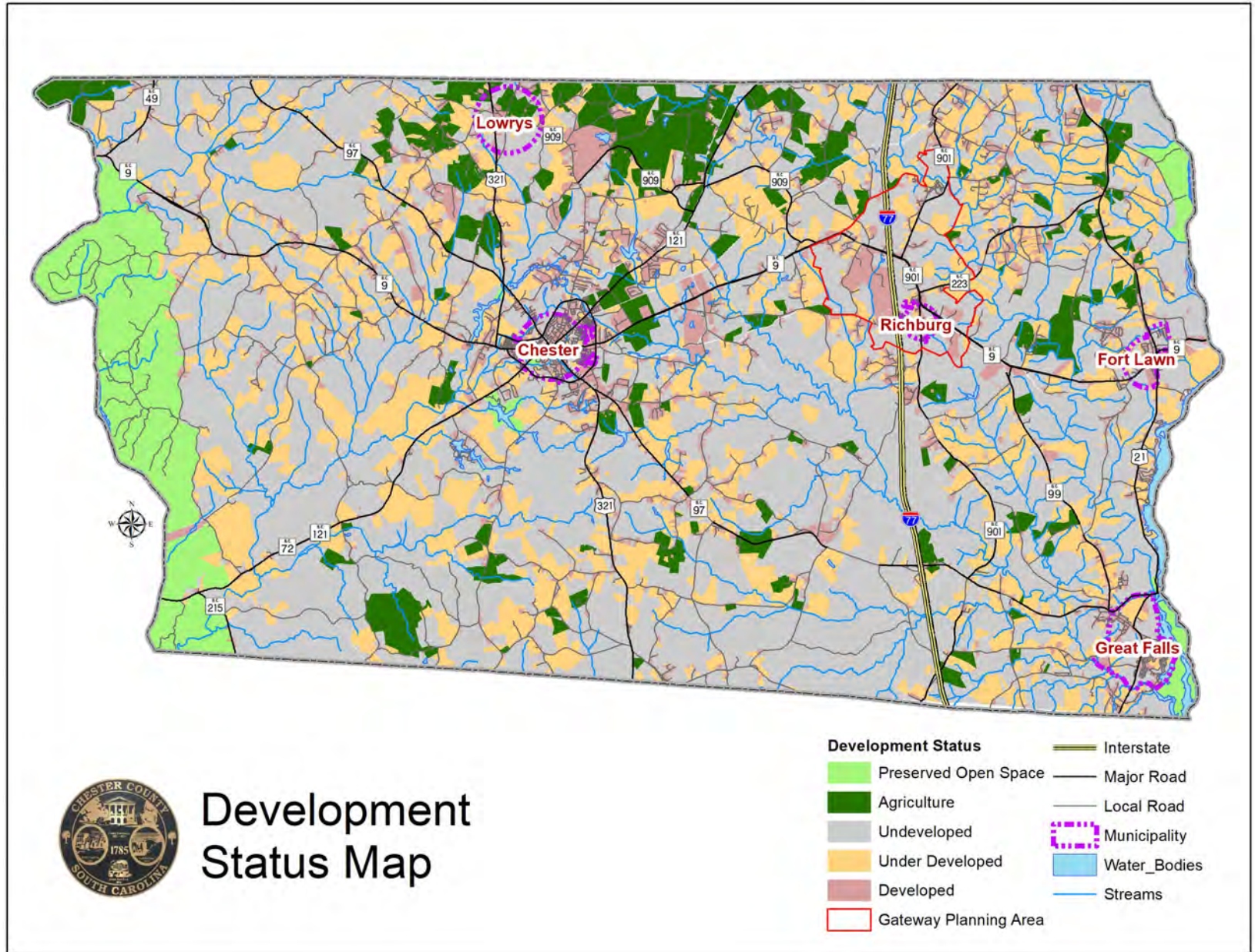
Existing Land Use Map

Chester County Comprehensive Plan



Catawba Regional
Council of Governments
215 Hampton Street • Rock Hill, SC 29731
phone 803.327.9011 • fax 803.327.1912
www.catawbacog.org

Revised December 2018
Data Sourced from Catawba Regional Council of Governments,
& Chester County Planning Department
Catawba Regional COG disclaims any liability or responsibility for
damages that may arise from the use of this map. While efforts
have been made to insure accuracy, utility of this map and data
therein should be limited to representational purposes only.



Source: Chester County and CRCOG



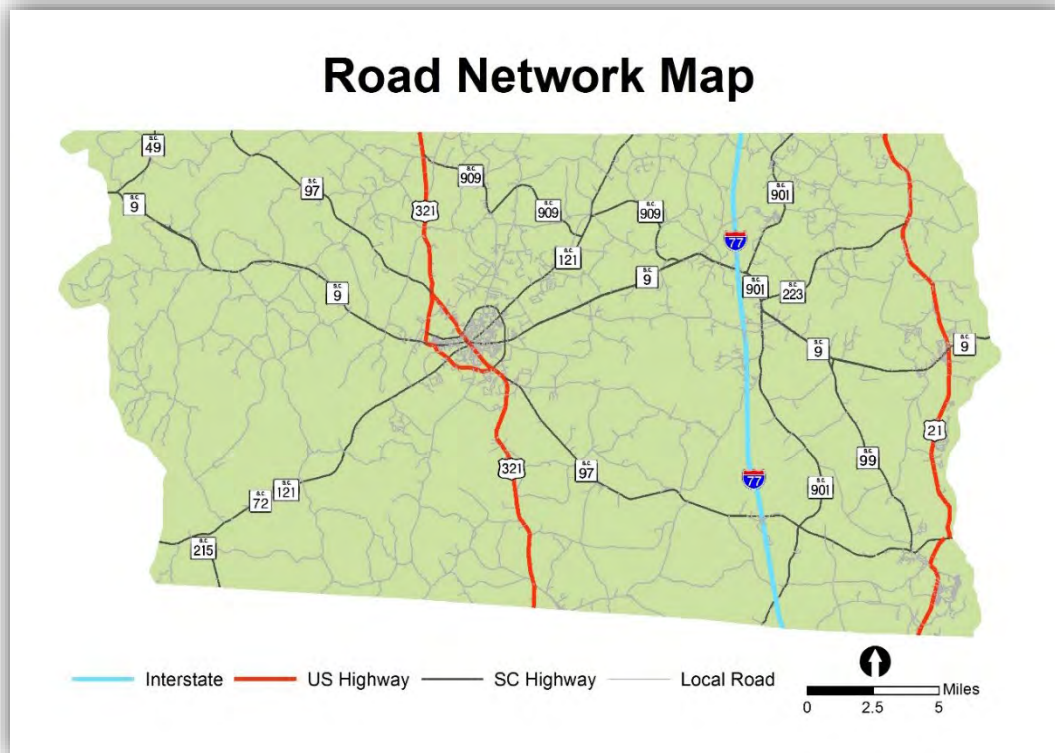
Development Status Map

CHAPTER 10 TRANSPORTATION

Transportation is an important element of the Comprehensive Plan because it provides the connection between the movement of people and goods with the consideration of economic development and land use strategies. Because roads are capital facilities maintained in part by Chester County, its municipalities, and the State of South Carolina, they are linked to the strategies for capital improvements and the provision of adequate public facilities. The impact of new development on roadways is often felt on a countywide level. As development in areas of the county intensifies, one of the first things residents notice is an increase in traffic and commute times.

Transportation planning is intricately tied to land use and the pattern of development that evolves as an area grows. The provision of transportation in the county should reflect the unique characteristics of the landscape and follow the character

outlined in the Comprehensive Plan. A transportation system includes various travel options or modes, such as pedestrian, bicycle, bus, automobile, freight, rail, and air. A multi-modal transportation network includes and connects all of these different travel modes in an effective and efficient manner, including connections within and between modes, which in turn supports the economy of Chester County.



Source: SCDOT

ROAD NETWORK

The road network is the primary transportation system in Chester County and the major road classifications are interstate, arterials, and collectors. There is also a vast network of local roads that provide direct access to homes and businesses. Many of these are two-lane roads with a variety of construction types—pavement, gravel, dirt, or a combination of these—see **Road Network Map**.

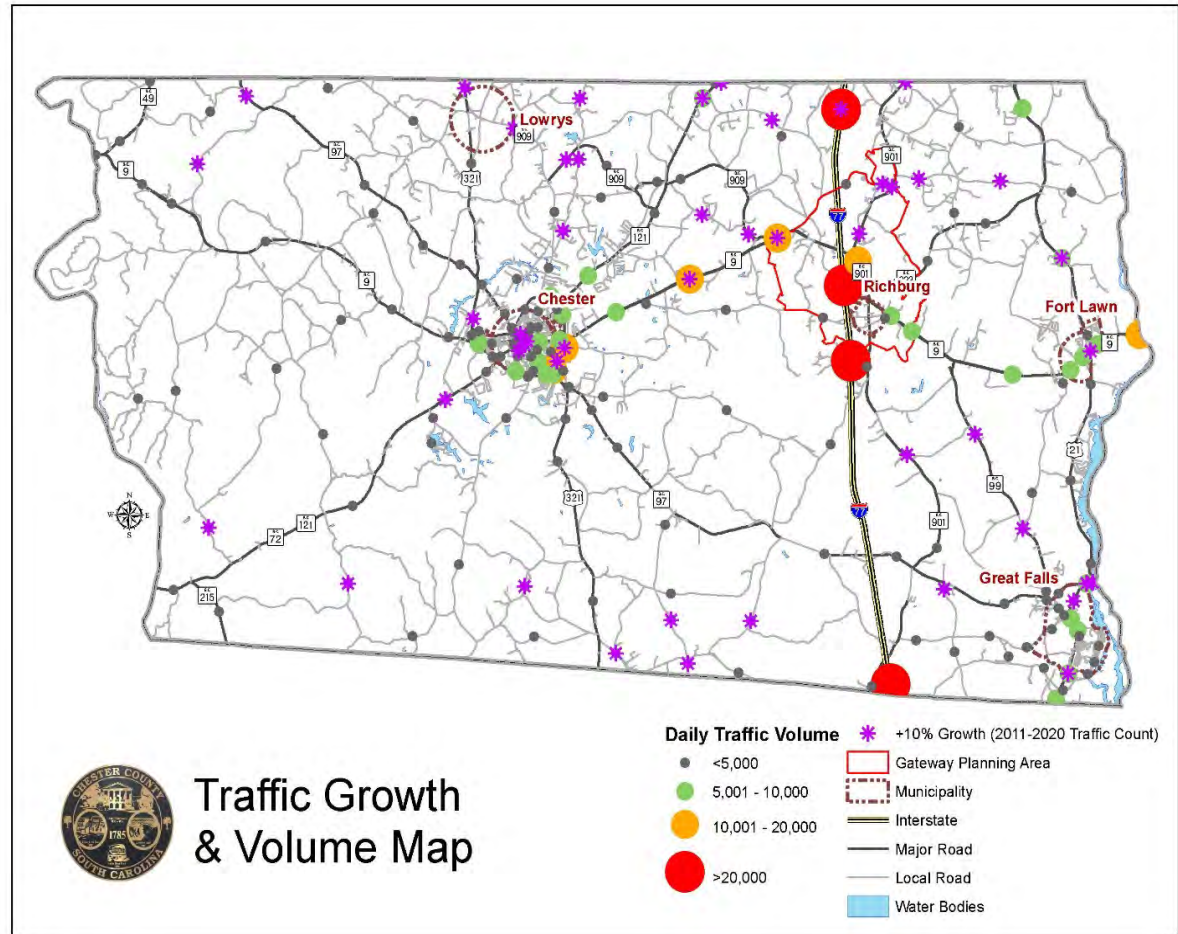
TRAFFIC COUNTS

Traffic count data is collected annually by the South Carolina Department of Transportation (SCDOT) at 200 station locations in Chester County. The most recent figures from 2020 show the following:

Nine stations registering over 5,000 daily trips saw a ten-year growth rate of at least 10% and four stations registered a 10% decrease (see map). Of the stations with daily increases over 10% increase in trips:

- One is on US Interstate 77.
- Three are on SC Hwy 9 between Richburg and Chester.
- One is on S-272 (Gadsden Street) in Chester.
- Three are on US 21 in the Great Falls and Fort Lawn area.
- One on S-72 Saluda Rd between York County and Chester.

Ten stations registered at least 10,000 vehicles per day. One station on I-77 had more than 40,000 vehicles per day.



Source: SCDOT/CRCOG

The highest traffic count recorded (46,500 vehicles) was at the Chester County-York County line on I-77.

Traffic count data is routinely used by the business community, transportation officials, and others to gauge market conditions and road system performance. Congestion, particularly at peak travel times, and large volumes of vehicles on roads designed

for less traffic can quickly overburden the road network. It should be noted that the number of daily trips were impacted in various degrees by the COVID 19 outbreak of 2020. It is anticipated the growth in daily trips will be higher in coming years.

ROAD IMPROVEMENTS

Maintenance and improvement of the roadway system in Chester County is addressed by the following entities and funding sources:

Chester County Transportation Committee (CTC): The SCDOT “C” Program is a long-established partnership between SCDOT and Chester County to fund the improvements of state roads, county roads, city streets, and other local transportation projects. SCDOT, like all state transportation departments across the country, has quickly learned that the job is too big to accomplish without partnerships. The “C” Program is successful because local leaders and citizens alike are willing to work with SCDOT to meet the needs of the communities throughout South Carolina. The “C” funds are derived from 3.99 cents per gallon of the state gasoline tax as of July 1, 2021. In FY 2019-2020, approximately \$1.34 million was allocated to Chester County with a mandate that 25% be directed to state-maintained roads. [<https://www.scdot.org/projects/c-program.aspx>]

These funds are distributed based on this three-part formula:

- $\frac{1}{3}$ based on the ratio of the land area of the county to the land area of the state;
- $\frac{1}{3}$ based on the ratio of the county population to the state population; and
- $\frac{1}{3}$ based on the rural road mileage in the county to the rural road mileage in the state.

Catawba Regional Transportation Advisory Committee (TAC): Consisting of representatives from across the region, TAC is responsible for identifying and recommending priority projects for federal funding in Chester County and the remaining three counties in the Catawba Region. In 2020, the combination of federal and state funding known as “Guideshare” was \$4.9 million. The current list of Chester County projects is catalogued in the Catawba Regional Transportation Improvement Program or TIP. The most recent version is available on the web: [<http://catawbacog.org/transportation/transportation-planning/>].

RAIL SERVICE

Much of the rail system in the Catawba Region was developed during the 20th century and served to spur economic development. Currently, the rail system primarily serves freight traffic. **CSX Transportation** (green line) has a major rail line which traverses the region on a northeast-southwest trajectory connecting the Lancaster County panhandle to Chester County to southern Union County. This line connects business customers with eastern North Carolina and western South Carolina. [www.csx.com]

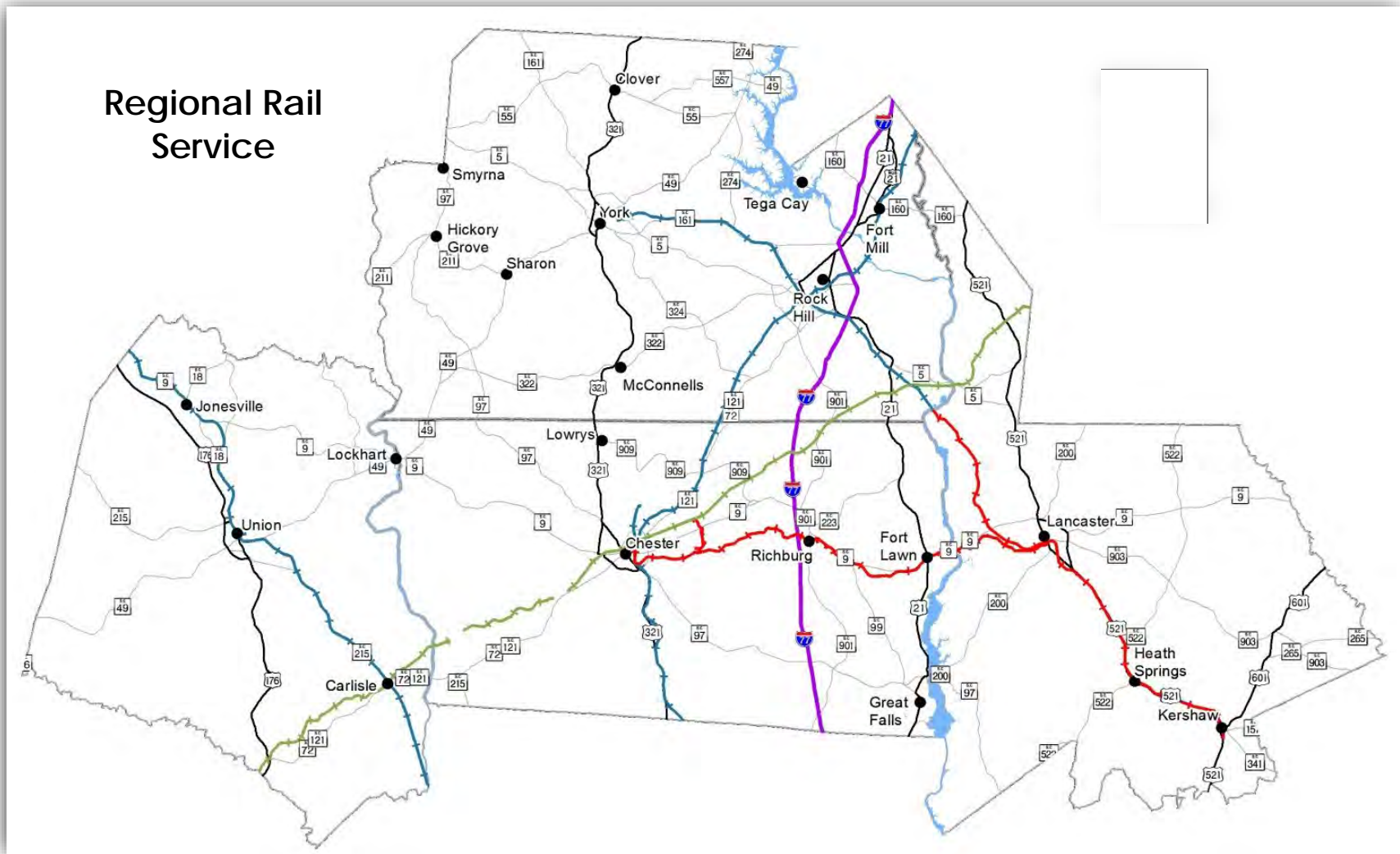


Norfolk Southern (blue line) has two main lines in the region running primarily north-south. The first connects York and Chester Counties with service to Charlotte to the north and Columbia to the south. The second line bisects Union County and is the main corridor from the Port of Charleston to the Inland Port in Greer. [www.nscorp.com]

A third system is the **Gulf & Ohio Railroad** known locally as the **Lancaster and Chester Railroad** (red line), a short line developed originally to provide service to the Springs Industries mills. It now also serves a variety of other industries. This line from Chester passes through Fort Lawn and Richburg in Chester County as it travels east into Lancaster County to Lancaster and turning south to Heath Springs and terminating in Kershaw. [www.gulfandohio.com]



The **Regional Rail Service Map** below shows that Chester County has strategic advantage since all three railroads serve the county and continue to support economic development into the 21st century.



Source: SCDOT/CRCOG

TRANSIT SERVICES

The **Chester County Connector** (CCC) in Chester County offers demand response transportation. The services are available to the general public with addresses originating in Chester County. The services run Monday through Friday. Service areas include Chester County, York County, and Lancaster County. CCC makes every attempt to provide transportation services to all residents of Chester County; however, route availability may vary. The program is funded through Federal and State 5311 funding through Federal Transit Administration (FTA), SCDOT, and local support by Chester County Government, Chester Healthcare Foundation, and United Way. Medicaid transportation is provided to individuals who qualify. [<http://chesterconnector.com/>]

Local Transportation

The Chester County Connector makes every attempt to provide transportation services to all residents of Chester County and individuals with addresses originating in Chester County.

Senior/Veteran Discounts

Seniors 60 and over and veterans are eligible for half price fares on Tuesdays and Thursdays for Chester to Chester trips. Please ask about this special when reserving your ride.

CATS 82X Park and Ride

The Chester County Connector offers transportation to the Charlotte Area Transit (CATS) Park and Ride location in downtown Rock Hill (off Main Street) that transports to 3rd Street and McDowell Street in Charlotte.

FARES	1-5 Miles	6-10 Miles	11-30 Miles
10 Trip Ticket Rates	\$8.00	\$18.00	\$26.00
One Way Fare	\$1.00	\$2.00	\$3.00
Monthly Ticket Rates	\$30.00	\$65.00	\$80.00

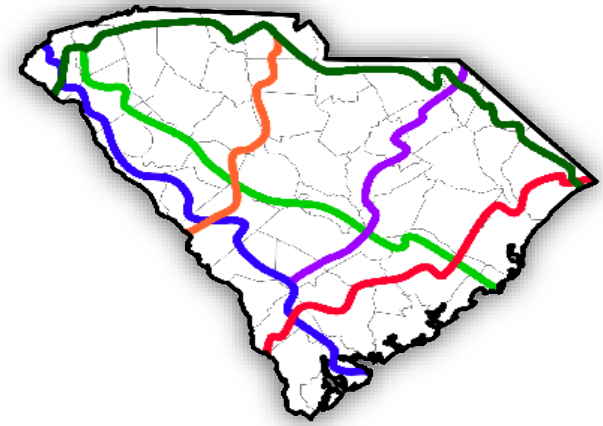


BICYCLE & PEDESTRIAN FACILITIES

Bike Routes

The South Carolina State Trails Program is operated by the SC Department of Parks, Recreation and Tourism, which maintains a website with topical and county specific maps. [www.sctrails.net/Trails/]

The **Central Route** (orange line) passes through the center of the state, from Kings Mountain State Park in York County to the Redcliffe State Historic Site near the Georgia border, covering 166 miles. This route passes through the charming historic towns of York and Chester and includes Chester State Park on SC 72.



Source: SCPRT

The **Carolina Thread Trail** program is an effort to encourage 15 counties in the south-central piedmont of North Carolina and the north-central portion of South Carolina, including Lancaster, Chester, and York counties, to create a large, interconnected greenway and trail system that will preserve and increase the quality of life within local communities. Over time, the Carolina Thread Trail will link approximately 2.3 million people, places, cities, towns, and attractions. This plan presents a conceptual route for trails throughout Chester County, some of which will receive the Carolina Thread Trail designation.



Lands to be incorporated into trails and greenways can include farmland, wildlife habitat, open fields, and forests.

The Thread Trail will help preserve the county's natural areas and will be a place for the exploration of nature, culture, science, and history. Building a county-wide trail system is no small undertaking.

Constructed Segments of the Carolina Thread Trail in Chester County

Name	Place	Length Miles	Surface
Landsford Canal	Landsford Canal	1.5	Natural
Rocky Creek Trail	Great Falls	1.6	Natural
Wylie Park Trail	Chester City	0.5	Paved
Great Falls Rail Trail (Future)	Great Falls	3.5 – 3.75	TBD

Source: Carolina Thread Trail/CRCOG

Segments will be built one-by-one, and adjustments will be made to the proposed routes as circumstances change. Trail development will follow through various arrangements with multiple funding partners.

Residents from Chester County participated in a locally-driven process to create a Thread Trail Master Plan. This plan is meant to serve as a guiding document for greenway and trail development within the county. The plan was created by Chester County residents working together with their neighboring counties to identify connection points and to build trails that will grow together over time. [[Chester County Carolina Thread Trail Master Plan Link](#)]

A total of 3.6 miles on 3 separate trail links have been dedicated and constructed in Chester County. One segment located in the Great Falls area will consist of approximately 3.5 to 3.75 miles of formerly CSX Rail lines. **The Town of Great Falls has completed the purchase of the rail bed property and the trail will be walkable in latter 2022--early 2023.**



Source: Carolina Thread Trail - Rocky Creek Trail



Source: Carolina Thread Trail - Landsford Canal Trail

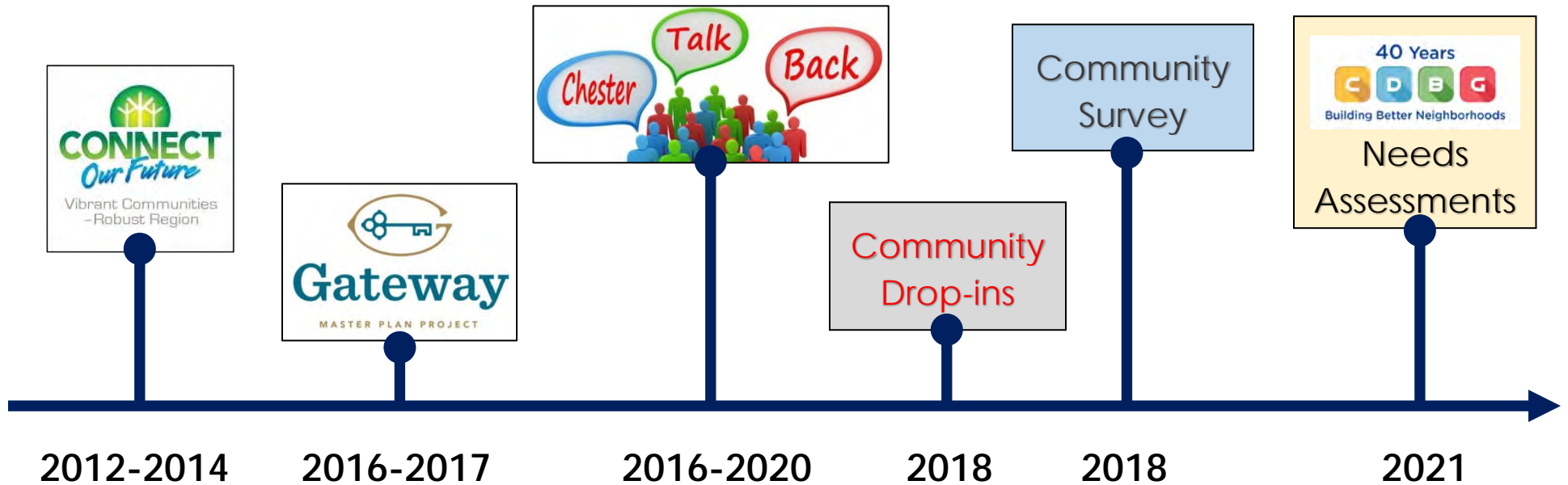
CHAPTER 11 PUBLIC ENGAGEMENT – PLAN 4 CHESTER

Public engagement is the cornerstone of a successful planning process and PLAN 4 CHESTER is the name of the coordinated effort between Chester County and the City of Chester to update their respective Comprehensive Plans. For Chester County, this process started with the development of the CONNECT: Our Future bi-state regional plan in 2012-2014 and continued with the Gateway Master Plan for the greater Richburg area in 2016-2017. A series of Talk Back Sessions began in 2016 to focus attention on a variety of topics that impact Chester and Chester County and continued into 2018. Community Drop-ins were held in Chester and West Chester in 2018 for location-specific feedback. An Online Survey was completed by over 300 respondents in the summer of 2018. In addition, local governments held Needs Assessment Public Hearings to ensure their eligibility for Community Development Block Grant (CDBG) funding, and a list of Community Priorities was developed to identify eligible projects for CDBG grants.

Collectively, these valuable sources of information were used to establish a targeted list of key community issues that will be addressed through the Strategic Action Plan section of this plan.



PUBLIC ENGAGEMENT TIMELINE



CONNECT: Our Future – 2012-2014

Gateway Master Plan Project – 2016-2017

Chester Talk Back Sessions – 2016-2018

- Talk Back I – March 2016
- Talk Back II – January 2017
- Talk Back III – October 2017
- Talk Back IV – May 2018
- Talk Back V – September 2018
- Talk Back VI - August 2020

Community Drop-ins

- West Chester Community Drop-in – June 2018
- City of Chester Community Drop-in – August 2018
- Chester County (Gallo) Community Meeting – August 2021

CDBG Needs Assessment Hearings

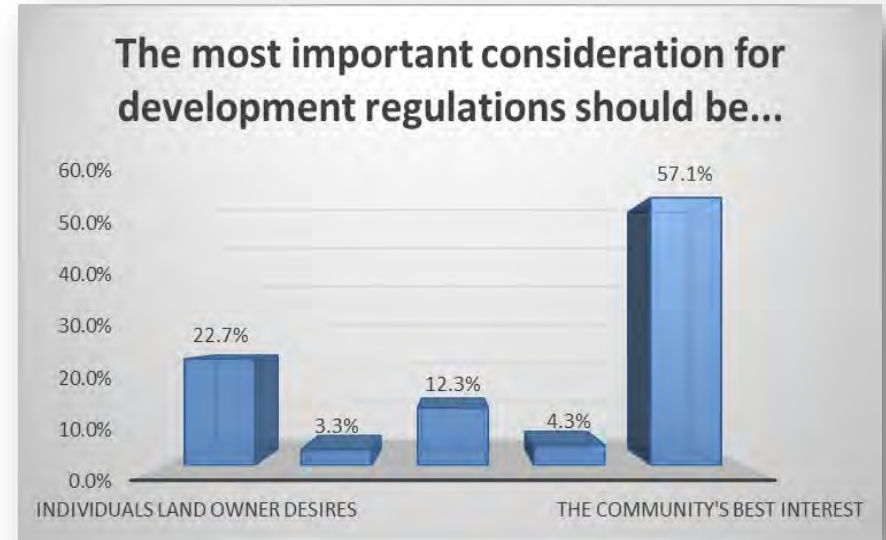
- Chester County – March 2018
- City of Chester – June 2018
- Town of Great Falls – August 2018
- Chester County – February 2020
- Chester County – March 2021

PUBLIC ENGAGEMENT – COMMUNITY SURVEY

The **PLAN 4 CHESTER Community Survey** was launched during the summer of 2018 as a tool to gather feedback on topics such as growth and development, recreation, and funding options for public improvement projects. The results that follow indicate the level of support from the citizens of Chester County and will help county leaders identify viable projects and policies during the implementation of this Comprehensive Plan.

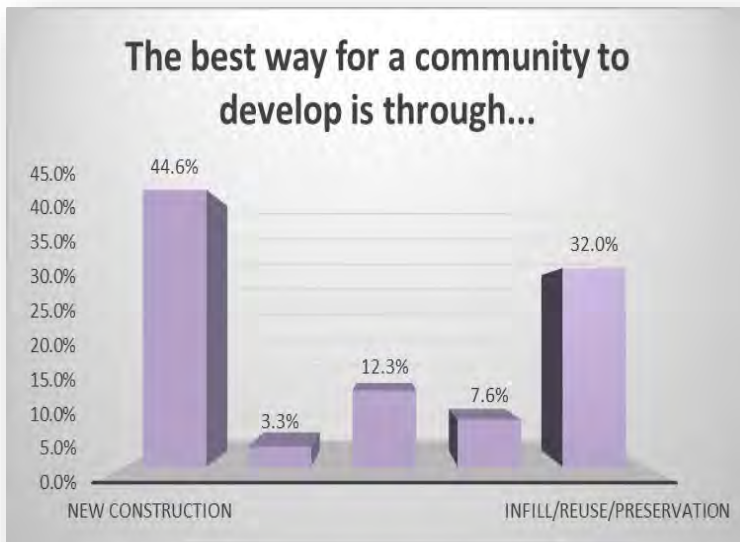
Growth and Development

Putting the community's best interests ahead of individual landowner desires was a high priority as shown on the chart to the right. This sentiment highlights the need to craft policies that consider potential negative impacts to existing members of the community, such as additional traffic and increased school enrollments. The chart below shows a strong interest in encouraging high levels of growth. To accomplish this while taking care to put the community's



best interest first, policy makers will need to pay attention to where and when development occurs.

Timing of new development projects is subject to market conditions; however, land use changes (rezonings) for individual developments and capital facilities planning through the Capital Improvements Plan (CIP) and impact fees can help ensure adequate community infrastructure to support increases in residents, businesses, and tourists.



Accommodating new residents and businesses into the existing community fabric can be challenging as reflected in the survey responses. Support for new construction at 44.6% is balanced with 32% for infill/reuse/preservation as a viable alternative. Similarly, 57.1% of survey responses prefer large lots away from towns and at a lower density as the best location for new residential development. At the same time 36.9% like small lots in towns with high connectivity to utilities and public services. Redevelopment typically occurs in established neighborhoods and areas with existing infrastructure (roads, utilities, and parks), while new development tends to happen in undeveloped areas such as “green fields” often without established existing infrastructure. Both patterns of development are positive signs of a healthy and growing economy, and both can be successful in the various communities of Chester County.



Source: Chester County Gateway Master Plan and Merrifield Patrick Vermillion MVP Properties

PUBLIC ENGAGEMENT – CHESTER TALK BACK SESSIONS

Over the course of three years (2016-2020) Chester Talk Back Sessions gave members of the Chester community a voice in local government matters. With strong support from elected officials and staff of Chester County and the City of Chester, five open-mic sessions were held on a variety of topics ranging from community appearance to housing to small business opportunities.

- Talk Back I – March 2016
- Talk Back II – January 2017
- Talk Back III – October 2017
- Talk Back IV – May 2018
- Talk Back V – September 2018
- Talk Vack VI – August 2020



Photo: Brian Garner

WEST CHESTER COMMUNITY DROP-IN – JUNE 2018

Held at the West Chester Community Center, residents from West Chester helped identify community assets (below). Concerns were also voiced about challenges they face: road maintenance needs, dilapidated houses and businesses, updates for recreation facilities, and response times for emergency services.



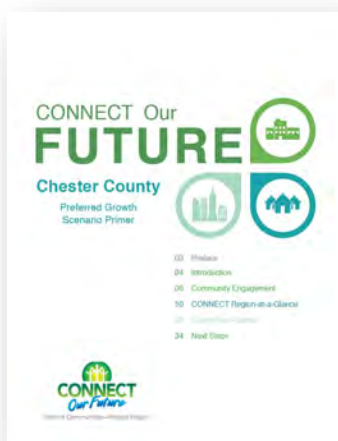
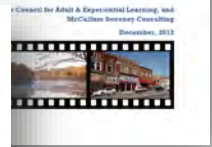
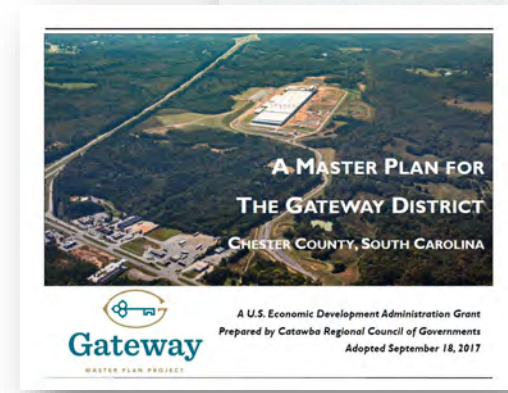
CITY OF CHESTER DROP-IN – AUGUST 2018

Held at the Chester County War Memorial Building, residents from the greater Chester community attended and discussed a variety of topics including parks and recreation, healthy/active lifestyles, workforce housing, historic downtown Chester, safety, and maintenance of rental properties. Community health was a central theme that encompasses several areas of interest and recent efforts by Eat Smart Move More Chester County, Carolina Thread Trail, and Chester Farmers and Artisan Market. Also of note is Chester’s historic downtown which is “large and intact” thereby providing opportunities for place-making and promoting historical tourism.

CHAPTER 12 STRATEGIC ACTION PLAN

The final section of the Chester County Comprehensive Plan 2019-2029 is the **Strategic Action Plan**. Its purpose is to provide meaningful and focused action steps that can be taken to improve, protect, and enhance the livability of Chester County. Several planning initiatives and planning documents have been completed in recent years regarding Chester County's future, including:

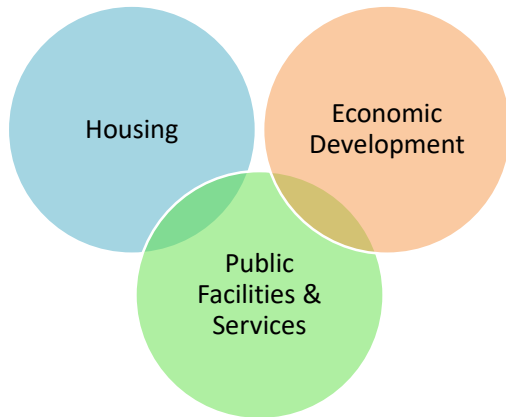
- **CONNECT: Our Future Bi-state Regional Plan**
- **Prosperity for Greater Charlotte**
- **CDBG Needs Assessments**
- **Catawba Regional Housing Assessment**
- **Catawba Regional Comprehensive Economic Development Strategy**
- **Gateway Master Plan**
- **Chester County Economic Development Strategic Plan**
- **Southern Regional Education Board Needs Assessment Report**



CHAPTER 13 THEMES

The Comprehensive Plan is a compilation of information, ideas, and policies from multiple agencies with a vested interest in the future of Chester County. Identifying and organizing the priorities from the public, private, and non-profits sectors in a coherent and seamless manner is an ongoing process. The concept of using available resources and momentum already created by community partners is not unique to this project, but it is often overlooked due to the immediacy of daily activities. The Great Recession (December 2007 to June 2009) taught us several lessons; chief among these is that continued reliance on state and federal coffers to fund local projects is not sound fiscal policy. Leveraging resources—knowledge, facilities, financing—from all sectors will make Chester County more attractive for growth and put it in a position to withstand future economic storms.

Key Themes



Three key themes—Housing, Economic Development, and Public Facilities and Services—arose from these planning efforts and will be further developed and refined in this **Strategic Action Plan** to help connect policies and projects with partners and resources so that tangible improvements can be made and tracked over time. This method of accountability will help demonstrate that progress is being made and that success is a by-product of collaboration, teamwork, and intentional investment in shared goals and objectives.

The format of the following sections is intended to aid and support implementation of this plan by clearly listing details that include the following:

Action Step	A policy, project, or service.
Partner	Public or private sector entity.
Funding Source	Financial resources via grants, loans, or in-kind services.
Timeframe	Immediate (1 year), Short-term (2-5 years), or Ongoing (1-10 years)
Plan Element	To ensure compliance with SC law.

HOUSING

Housing is a fundamental need that all people in society have, and the residents of Chester County are no different. The **Analysis of Impediments to Fair Housing Choice in Chester County** prepared by Catawba Regional revealed “that low incomes and high unemployment along with a lack of affordable housing are the primary impediments to fair housing in the county.” Recent economic development activities have helped replace “jobs lost in the textile industry, but many more new jobs are needed in order to lower unemployment, raise wages, and slow the loss of population in the county.”¹ The **Catawba Regional Housing Assessment** is an evaluation of the economic conditions and general housing affordability within each county of the region as well as an assessment of the burden of housing costs upon its residents. This study serves as a foundation and catalyst for addressing workforce housing needs in Chester County and the region. The following action steps will help improve housing in Chester County.

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
1. Enforce the International Property Maintenance Code to address sub-standard housing conditions and continue to support the elimination of slum and blight.	Local Councils Code enforcement staff Private property owners	N/A	Immediate Year 1	Housing Population
2. Increase and expand the availability and accessibility of affordable homeowner and rental housing opportunities.	Private sector builders Non-profit builders (I-58) Chester Housing Authority (City of Chester Only) Planning Commissions	Private sector HUD CDBG	Ongoing Years 1-10	Housing Economic Land Use Population

¹ Analysis of Impediments to Fair Housing Choice in Chester County.

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
	Local Councils			
3. Encourage higher density housing development, where appropriate, in or adjacent to areas with adequate infrastructure, particularly municipalities and designated small area planning area, like the Gateway District or the future SC 9/Fort Lawn plan.	Planning Commissions Local Councils Private sector builders Non-profit builders	N/A	Short-term Years 2-5	Housing Land Use Transportation Community Facilities
4. Leverage the success of the Neighborhood Initiative Program to spur the redevelopment of vacant lots for affordable workforce housing. ²	Catawba Regional COG Private sector builders Non-profit builders	Private sector HUD CDBG	Short-term Years 2-5	Housing Economic
5. Promote the development of more housing choices—type, location, and price—to meet existing and future housing market demands that appeal to young professional employees, empty-nesters, and seniors—by updating land development codes and ordinances.	Private sector builders Non-profit builders Local land owners Planning Commissions Local Councils	Chester County	Short-term Years 2-5	Housing Land Use Population

² Workforce housing (\$150-250,000) for skilled workers, public sector (teachers, first responders), and service sector workers.

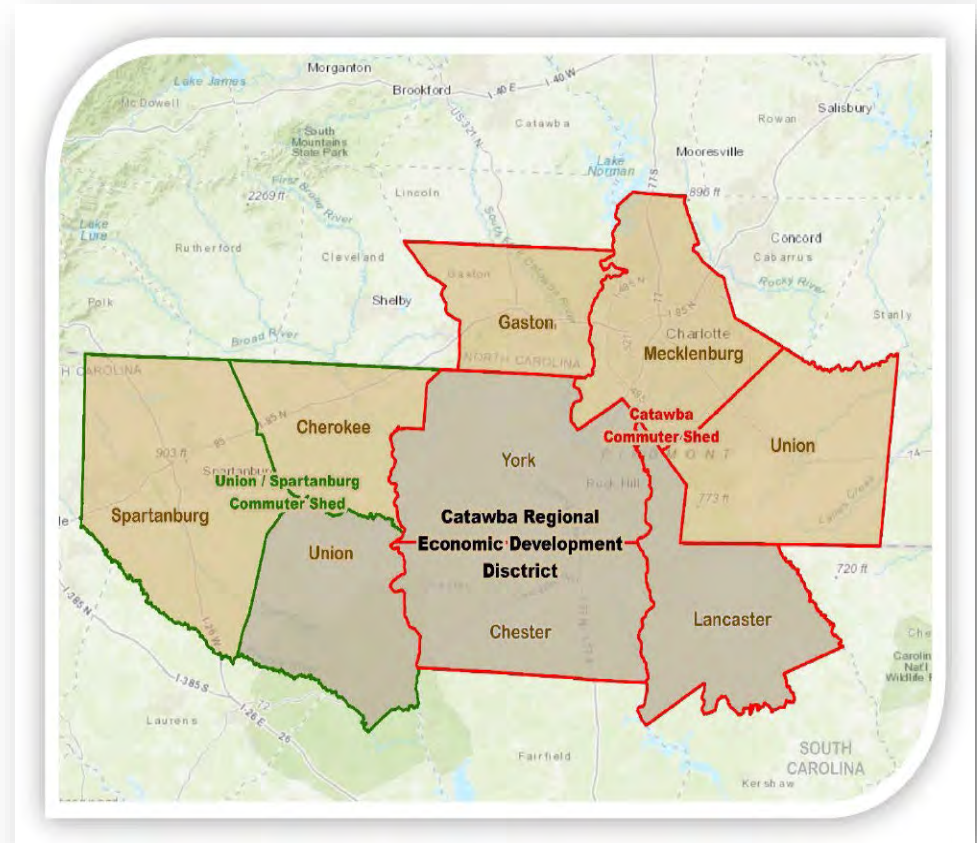
ECONOMIC DEVELOPMENT

Chester County is located in the Catawba Region of South Carolina which also includes the counties of Lancaster, Union, and York. Economic potential in this region is promising, due largely to the fact that location, existing development, labor force, educational institutions, and natural and cultural resources provide a sound foundation for economic growth. In order to take advantage of this potential and alleviate persistent problems with low-income levels and unstable employment patterns, a mutual effort is needed from both public and private sectors. The **Catawba Region's Comprehensive Economic Development Strategy or CEDS** is a coordinated economic district planning program used by local governments.

This annual report includes a wide range of demographic and socio-economic data paired with detailed analysis of the impact of the data presented; additionally, the geographic scope of analysis includes counties outside the Catawba Region. With an understanding that the economy of the Catawba Region's four counties is influenced by surrounding counties' economies, two additional regions and data sets are included in the scope of analysis as shown in the map above.

The Catawba Region Commuter Shed includes the South Carolina counties of Chester, Lancaster, and York and the North Carolina counties of Gaston, Mecklenburg, and Union. By working together with neighboring jurisdictions, Chester County can better leverage resources and deliver a higher level of sustained success for workers and employers now and in the future.

The following action steps will help strengthen and improve existing economic development activities and leverage resources to diversify the economy of Chester County.



Source: Esri and CRCOG

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
1. Protect existing industrial developments while promoting new industries and economic development opportunities.	I-77 Alliance Chester Development Association. Local Councils SC Department of Commerce	EDA RIA	Immediate Year 1	Economic Population
2. Continue to create an environment which leads to increased industrial investment for the Chester County economy.	I-77 Alliance Chester Development Association. Local Councils SC Department of Commerce		Ongoing Years 1-10	Economic Land Use Community Facilities
3. Continue to support brownfields revitalization through assessment, re-use, demolition, and clearance of former textile mill sites and dilapidated buildings.	Local Councils Catawba Regional COG	EPA CDBG	Ongoing Years 1-10	Economic Land Use Cultural Housing
4. Develop career pathways with local educational partners and businesses within key Industry Target areas: chemicals, food and beverage products, advanced materials, and transportation equipment.	Chester County Schools York Technical College	WIOA	Ongoing Years 1-10	Economic Population

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
	Workforce Development Board Chester Development Association			
5. Continue to leverage resources to strengthen workforce development activities including occupational skills training in the Catawba target sectors: healthcare, maintenance/manufacturing, transportation/logistics, building/construction, and office/computer technology.	Workforce Development Board Chester County Schools York Technical College Chester Development Association	WIOA	Ongoing Years 1-10	Economic Population Community Facilities
6. Support local farms and agri-tourism efforts to promote rural economies and locally produced foods.	Chester Food Hub Eat Smart Move More Chester Catawba Farm & Food Coalition Olde English District	USDA SCDA SCDHEC	Ongoing Years 1-10	Economic Natural Resources
7. Continue to support existing recreation assets including Chester State Park, Landsford Canal State Park, Rocky Creek Trail (Part of the Carolina Thread Trail) , and Sumter National Forest.	SC Parks, Recreation and Tourism Olde English District	SCPRT	Ongoing Years 1-10	Community Facilities Population

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
8. Support and develop nature-based/eco-tourism opportunities throughout the county	SC Parks, Recreation and Tourism Olde English District	SCPRT	Ongoing	Natural Resources Economic

ECONOMIC DEVELOPMENT ACRONYMS

- EDA – Economic Development Administration
- EPA – Environmental Protection Agency
- WIOA – Workforce Innovation and Opportunity Act
- USDA – US Department of Agriculture
- RIA – Rural Infrastructure Act
- SCDA – SC Department of Agriculture
- SCDHEC – SC Department of Health and Environmental Control

PUBLIC FACILITIES AND SERVICES

Public facilities and services are the backbone of a successful community. Roads, schools, libraries, and other infrastructure are necessary and essential for daily activities in Chester County. These community facilities help define the areas that they serve, and care should be taken to plan, build, and maintain them so that residents, businesses, and visitors can enjoy them for generations. A prudent approach to managing the public’s investment in facilities is to prepare a Capital Improvements Program or CIP to determine capital facilities needs within a 10-year timeframe. This tool helps take stock of existing facilities and financial resources as well as plans for expansion of services due to growth in employment and population.

Public services go hand-in-hand with facilities. Public safety, education, economic development, etc. all depend on public facilities for delivery. While the CIP and impact fees will help fund facilities, services rely on annual tax revenues or fees and are accounted for in the operating budgets of their respective public bodies. Continuing to leverage partnerships between the public, private, and non-profit sectors and faith community is vital.

The county is currently in the process of completing their CIP. Once complete, the county will evaluate the feasibility of creating an impact fee to address anticipated growth in the Gateway/I-77 Exit 65 area.

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
1. Develop a Capital Improvements Program to help plan for capital facilities and major equipment investments for the next decade.	Chester County Council Consultant	Chester County	Immediate Year 1	Priority Investment
2. Prepare an Impact Fee Study as a funding tool for eligible capital projects.	Chester County Council Consultant	Chester County	Immediate Year 1	Priority Investment
3. Continue to improve the transportation network in Chester County to enhance economic development, tourism, and healthy lifestyles.	SCDOT Catawba Regional COG Chester County CTC	FHWA SCDOT	Ongoing Years 1-10	Transportation Economic Population

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
4. Support school facilities improvements to address age, capacity, and location issues.	Chester County Schools	Chester County School District	Short-term Years 2-5	Community Facilities Cultural Resources Land Use
5. Promote the maintenance and development of recreation facilities such as the Carolina Thread Trail, Whitewater Kayaking, and Dearborn State Park in Great Falls, that support healthy lifestyles and combat chronic illnesses affecting Chester County Residents.	Eat Smart Move More Chester Local Councils Private and non-profit sectors SC Parks, Recreation and Tourism	SCPRT Foundations	Short-term Years 2-5	Community Facilities Population Transportation
6. Continue to support existing recreation assets including Chester State Park, Landsford Canal State Park, Rocky Creek Trail (Part of the Carolina Thread Trail), and Sumter National Forest.	SC Parks, Recreation and Tourism Olde English District	SCPRT	Ongoing Years 1-10	Community Facilities Population

PUBLIC FACILITIES AND SERVICES ACRONYMS

CTC – County Transportation Committee

FHWA – Federal Highway Administration

SCPRT – SC Department of Parks, Recreation
and Tourism

SCDOT – SC Department of Transportation

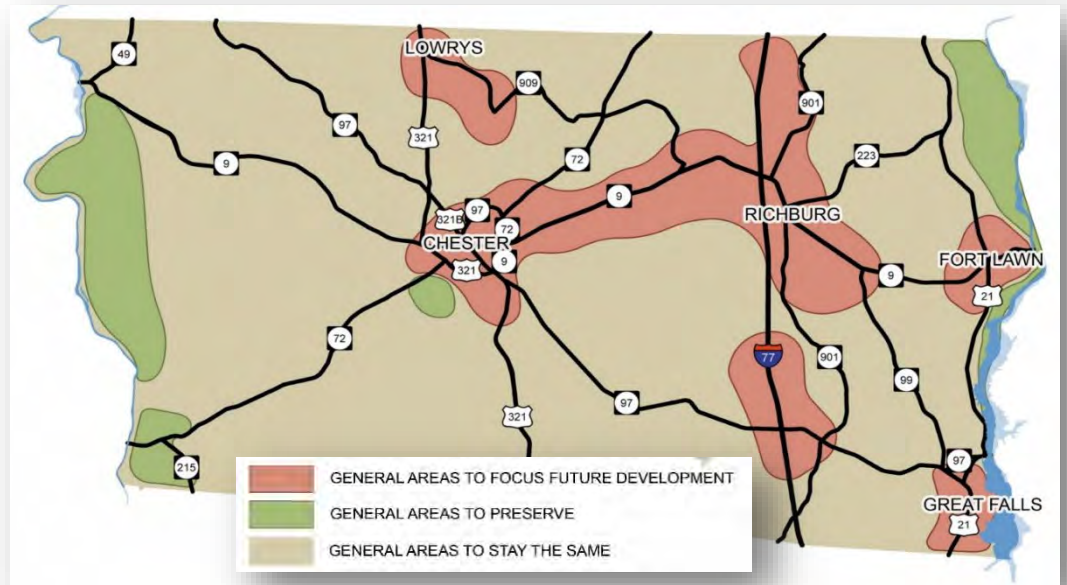
FUTURE LAND USE PLAN

The Future Land Use Plan takes into consideration community assets and public infrastructure (existing and proposed) that was identified in preceding sections of the Comprehensive Plan to provide a context for policy-makers to use when updating ordinances and policies that affect future public and private development activities. It also locates in general terms where future growth may occur in the county and specifically where it may occur in relation to the municipalities. The map on this page is a visual tool that helps answer the question of where growth should occur based on three choices:

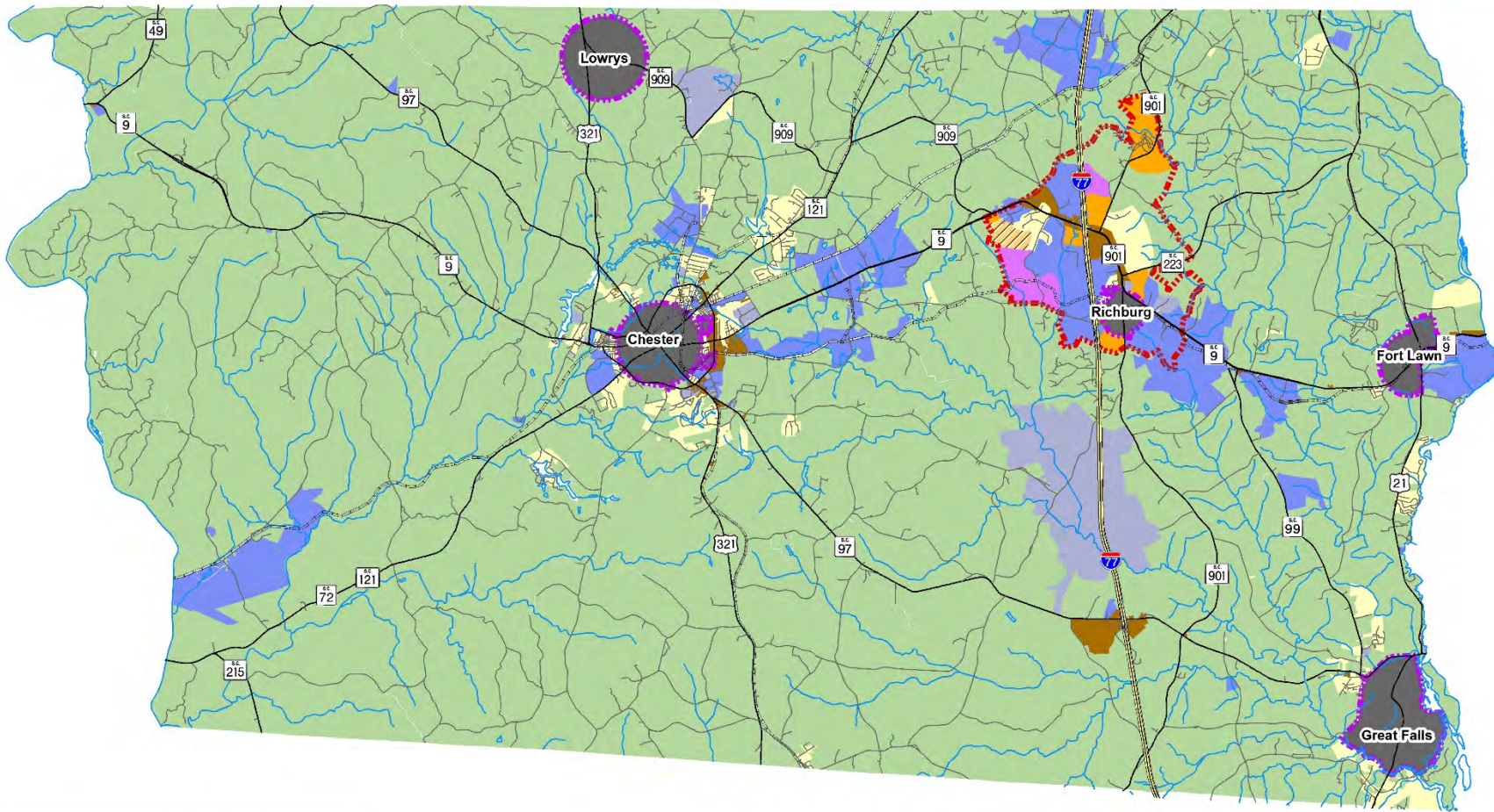
- Areas to focus future development
- Areas to preserve
- Areas to stay the same

To increase the likelihood that a new zoning ordinance and map will better reflect key principles, intended development patterns, and standards discussed in the Comprehensive Plan, seven general land use classifications have been used. This approach will provide flexibility for appropriately mixing land uses and re-shaping the current development pattern of the county to protect each local community's natural and cultural assets while balancing the demands for growth. Similarly, when the Gateway Area Master Plan was prepared, nine land use categories were identified as the framework for future development. The Future Land Use Map on the following page incorporates the Gateway District boundary and land uses. Also, areas within the municipalities are shaded to reflect their independent decision-making authority. The Gateway Master Plan should be used as a supplement to the Comprehensive Plan that can be amended and updated as needed.

Where Should We Grow?



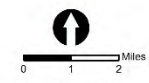
Source: Chester County, CROCOG, and SCDOT. **Note: This illustration is a thematic map and is only for illustrative purposes only.**



Land Use Category	Gateway Land Use	Road Type
Rural Living	Rural Living	Interstate
Suburban Neighborhood	Single Family Residential	Major Road
Suburban Center	Mixed Residential	Local Road
Walkable Center	Mixed Use	Rail Road
Town Center	Town Center	Water Feature
Industrial Center	Commercial	Municipality
Special District	Mixed Use Industrial	Gateway Planning Area
	Industrial	
	Institutional	

Future Land Use Map

Chester County Comprehensive Plan



Revised December 2018

Data Sourced from Catawba Regional Council of Governments, & Chester County Planning Department

Catawba Regional COG disclaims any liability or responsibility for damages that may arise from the use of this map. While efforts have been made to insure accuracy, utility of this map and data therein should be limited to representational purposes only.

COMMUNITY TYPES

The Land Use Map uses a simple, but important concept introduced during the CONNECT regional planning process—designating areas based on “community types.” Community types are physical descriptions of different kinds of built or natural environments such as “rural living,” “walkable neighborhood,” or “suburban commercial center” to name just a few. The use of community types marks a significant shift in planning practice in the last two decades, away from conventional and functional designations that merely specified the use of land and towards a renewed interest in the relationships between land uses and urban design. The objective of this more contextual way of classifying land uses is to produce more economically and environmentally attractive places to live, work, and play.

Detailed descriptions and graphics for each of the future land use classifications are available in the Appendix (example shown here). This information will be used as the foundation for re-writing development codes and updating the zoning map. Additional graphics for the future land use categories are provided on the following pages as illustrative examples that are readily understandable and relatable to existing communities in Chester County.

CONNECT Our Future
Vibrant Communities – Robust Region

Rural Living

The Community Type “Rural Living” includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded “conservation subdivisions” whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations.

Place Types Included:

- Working Farm (WF)
- Rural Living (RL)
- Conservation-based Subdivision (CBS)
- Rural Crossroads (RC)

Land Use Considerations

Land uses listed for the community type represent typical development in the category. They are not meant to be an exhaustive list of all permitted or conditional uses that would be allowed in the place type.

- Cultivated Farmland
- Woodlands / Timber Harvesting
- Livestock / Arable
- Natural Area
- Single-Family Detached Home
- Small or lot Single Family and Town Homes
- Mobile Home
- Biens / Storage
- Light Industrial (auxiliary to farming)
- Church
- Gas Station
- Convenience Store / Hardware Store / Restaurant

Form & Pattern

The form and pattern table displays generalized development characteristics associated with the place type. Working together, these elements reinforce a sense of place and community brand important to distinguishing development in this category from others in the region.

Form & Pattern	
General Development Pattern	Separate Uses
Residential Density	05-25 DU/VA
Non-Residential Intensity	05-20 FAR
Prevailing Building Height	1-2 Stories
Transportation Choices	Auto
Typical Block Length	N/A
Open Space Elements	Natural Areas/Streets Corridor
Street Pattern	Curvilinear
Street Connectivity	Low
Parking Provisions	Private Drive
Typical Street Cross Section	Rural/Suburban

Place Types Included:

- Working Farm (WF)
- Rural Living (RL)
- Conservation-based Subdivision (CBS)
- Rural Crossroads (RC)

Land Use Considerations

Land uses listed for the community type represent typical development in the category. They are not meant to be an exhaustive list of all permitted or conditional uses that would be allowed in the place type.

- Cultivated Farmland
- Woodlands / Timber Harvesting
- Livestock / Arable
- Natural Area
- Single-Family Detached Home
- Small or lot Single Family and Town Homes
- Mobile Home
- Biens / Storage
- Light Industrial (auxiliary to farming)
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CONNECT Our Future
Vibrant Communities – Robust Region

Rural Living



Suburban Neighborhood



Source: Connect our Future

Suburban Center



Walkable Center



Source: Connect our Future

Town Center



Industrial Center



PRIORITY INVESTMENT PLAN

In May 2007, the South Carolina Priority Investment Act (PIA) was signed into law. The PIA consists of amendments to the 1994 Local Government Comprehensive Planning Enabling Act that include adding a new Priority Investment Element to the list of required elements for local comprehensive plans. The Priority Investment Element serves to connect the major capital improvement needs identified in the other elements of the comprehensive plan. State Law notes that:

A priority investment element [is required] that analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects for expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads, and schools. The recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies. For the purposes of this item, 'adjacent and relevant jurisdictions and agencies' means those counties, municipalities, public service districts, school districts, public and private utilities, transportation agencies, and other public entities that are affected by or have planning authority over the public project. For the purposes of this item, 'coordination' means written notification by the local planning commission or its staff to adjacent and relevant jurisdictions and agencies of the proposed projects and the opportunity for adjacent and relevant jurisdictions and agencies to provide comment to the planning commission or its staff concerning the proposed projects. [www.scstatehouse.gov/code/t06c029.htm]

The legal definition of 'public infrastructure and facilities' is somewhat flexible; therefore, this element will include a ten-year inventory of public facilities and infrastructure improvements that have an estimated cost of at least \$100,000 and are identified in one or more of the following:

1. Capital Sales Tax Projects
2. Chester County Capital Improvements Program
3. Strategic or Capital Plans for any unit of local government in Chester County
4. Strategic or Capital Plans for any utility provider in Chester County
5. Strategic or Capital Plans for any state or federal agency in Chester County

The County is currently in the process of developing a Capital Improvement Plan, once complete, the Priority Investment Element can be completed.



A RESOLUTION OF THE CHESTER COUNTY PLANNING COMMISSION TO RECOMMEND THE UPDATE OF THE CHESTER COUNTY COMPREHENSIVE PLAN

WHEREAS, Chester County Council adopted the 2005 Chester County Comprehensive Plan in April 2005, and

WHEREAS, the Chester County Planning Commission finds it necessary and appropriate to re-evaluate the 2005 Chester County Comprehensive Plan and draft the 2020-2030 Chester County Comprehensive Plan to meet changing conditions; and

WHEREAS, Chester County Council will consider the adoption of the 2020-2030 Chester County Comprehensive Plan, hereinafter referred to as "the Comprehensive Plan" to provide a coordinated and comprehensive plan of the long-term goals, objectives, and priorities of Chester County; and

WHEREAS, the Comprehensive Plan will include all of the planning elements required by Chapter 29 of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, and its amendments, as follows;

1. a population element which considers historic trends and projections, household numbers and sizes, educational levels and income characteristics;
2. an economic development element which considers labor force and labor force characteristics, employment by place of work and residence and analysis of the economic base;
3. a natural resources element which considers slope characteristics, prime agricultural and forest land, plant and animal habitats, parks and recreation areas, scenic views and sites, wetlands and soil types;
4. a cultural resources element which considers historic buildings and structures, commercial districts, residential districts, unique, natural or scenic resources, and archaeological and other cultural resources;
5. a community facilities element which considers water supply, treatment and distribution,

- sewage system and wastewater treatment, solid waste collection and disposal, fire protection, emergency medical services and general government facilities, education facilities, and libraries and other cultural facilities;
6. a housing element which considers location, types, age and condition of housing, owner and renter occupancy, affordability of housing, analysis to ascertain nonessential housing regulatory requirements that add to the cost of developing affordable housing but are not necessary to protect the public health, safety or welfare, and analysis of market based incentives that may be made available to encourage development of affordable housing, which incentives may include density bonuses, design flexibility and streamlined permitting processes;
 7. a land use element which considers existing and future land use by categories, including residential, commercial, industrial, agricultural, forestry, mining, public and quasi public, recreation, parks, open space and vacant or undeveloped;
 8. a transportation element that considers transportation facilities, including major road improvements, new road construction, transit projects, pedestrian and bicycle projects, and other elements of a transportation network, and
 9. a priority investment element that analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects and expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads and schools.

WHEREAS, the recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies, Chester County Planning Commission will duly comply; and

WHEREAS, Chester County will incorporate public participation throughout the process and work to include the interests of residents, civic groups, development groups, business leaders, environmental leaders, and elected officials; and

WHEREAS, the efforts of the citizens and the staff of the Planning Department will result in an innovative and achievable Comprehensive Plan to guide future growth; and

WHEREAS, for the Comprehensive Plan to remain responsive and relevant to changing conditions, it will be amended from time to time; and

WHEREAS, the minimum public hearing requirements will be satisfied; and

WHEREAS, the Chester County Planning Commission finds that Chester County Comprehensive Plan 2020-2030 is critical, appropriate, necessary and desirable to guide the development and redevelopment of its area of jurisdiction.

Now, therefore be it resolved by Chester County Planning Commission that, work shall commence immediately to accomplish the tasks outlined above to meet the requirements of Chapter 29 of the South Carolina local Government Comprehensive Planning Enabling Act of 1994, and hereby recommended to the Chester County Council that necessary resources be

allocated.

Signature Page to Follow

DONE IN MEETING DULY ASSEMBLED, this 19 day of October, 2021.

CHESTER COUNTY PLANNING COMMISSION



Robert Raines
Chair, Chester County Planning Commission

ATTEST:



Michael Levister
Chester County Planning Director

**CHESTER COUNTY, SOUTH CAROLINA
ORDINANCE NO. 2021-12**

**ADOPTING THE REQUIREMENTS OF THE SOUTH CAROLINA
LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT;
CREATING UNIFORM REQUIREMENTS FOR THE COUNTY'S
EXECUTING AND DELIVERING DEVELOPMENT
AGREEMENTS; AND OTHER RELATED MATTERS.**

WHEREAS, the Chester County Council (“County Council”), as the governing body of Chester County, South Carolina (“County”) finds:

- (a) the lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning;
- (b) assurance to a developer that upon receipt of its development permits it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services;
- (c) because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public;
- (d) public benefits derived from development agreements may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements. These public benefits may be negotiated in return for the vesting of development rights for a specific period;
- (e) land planning and development involve review and action by multiple governmental agencies. The use of development agreements may facilitate the cooperation and coordination of the requirements and needs of the various governmental agencies having jurisdiction over land development;
- (f) development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project;
- (g) development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State;
- (h) it is the intent of the County Council to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development;
- (i) this intent is effected by authorizing the appropriate local governments and agencies to enter into development agreements with developers, subject to the procedures and requirements of the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated section 6-31-10, *et seq.* (collectively, “Act”), and this Ordinance; and

ORDINANCE NO. 2021-12

- (j) this Ordinance must be regarded as supplemental and additional to the powers conferred in the County and other government agencies by other laws and must not be regarded as in derogation of any powers existing on the effective date of this chapter.

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

Section 1. *Incorporation of Findings.* The County hereby adopts and incorporates the findings contained in the “WHEREAS” clause above.

Section 2. *Adoption of State Law.* The County hereby adopts and incorporates into the County Code, the Act, including all findings and requirements.

Section 3. *Development Agreement Requirements.* In addition to any requirements for a valid development agreement as contained in the Act, the County adopts the list of requirements as contained on Exhibit A, which is incorporated herein by reference as if set out in this Ordinance in its entirety.

Section 4. *Development Agreement Approval Process.* Prior to the consideration by the County Council of any proposed development agreement, the County Planning Director in consultation with the County attorney shall ensure the form, terms, and provisions of the proposed development agreement are consistent with the Act and the requirements of this Ordinance.

Section 5. *Additional Provisions.*

(a) The Supervisor/Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and

(e) All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr, Wylie Frederick, Chair, County Council
Chester County, South Carolina

[SEAL]

Attest:

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

First Reading: September 7, 2021
Second Reading: September 20, 2021
Public Hearing: December 6, 2021
Third Reading: December 6, 2021

EXHIBIT A
DEVELOPMENT AGREEMENT REQUIREMENTS

- (A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.
- (B) the duration of the agreement which must comply with section 6-31-40 of the Act.
- (C) a representation by the developer of the number of acres of highland contained in the property subject to the agreement.
- (D) the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.
- (E) the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height.
- (F) a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.
- (G) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.
- (H) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.
- (I) a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations.
- (J) a description, where appropriate, of any provisions for the preservation and restoration of historic structures.
- (K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals.
- (L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement.
- (M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of the County Code of Ordinances, or both.
- (N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement.

ORDINANCE NO. 2021-12

- (O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply.
- (P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement.
- (Q) a provision for periodic review, consistent with the provisions of the Act.
- (R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of the Act.
- (S) a provision that the developer, within 14 days after the County executes the Agreement, will record the Agreement with the County Clerk of Court.
- (T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, the County and the developer.
- (U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable.

**CHESTER COUNTY, SOUTH CAROLINA
ORDINANCE NO. 2021-13**

**APPROVING THE EXECUTION AND DELIVERY OF A
PROJECT AGREEMENT BETWEEN THE COUNTY AND
PROJECT VILLAGE DRIVE; AND OTHER RELATED
MATTERS.**

WHEREAS, South Carolina law authorizes counties to take actions not inconsistent with the Constitution and general laws of the State, regarding any subject the county finds necessary and proper for the general welfare and convenience of the county, including to execute and deliver contracts, to assist in redeveloping blighted areas, and to receive funds and expend funds;

WHEREAS, a project known to Chester County, South Carolina (“County”) as Project Village Drive, which is to be developed by US Development SC LLC (“Developer”), which owns, or intends to purchase, real property in the County at one or more parcels as more fully depicted on the attached Exhibit A, which is attached to this Ordinance and incorporated herein by reference (“Property”);

WHEREAS, on Property, Developer intends to design and construct a [mixed used development, consisting of multi-family, retail, restaurant, and other related facilities] (collectively “Development”), which will result in capital investment in the County;

WHEREAS, the County intends to assist with Development by (a) making improvements to public infrastructure, (b) providing Developer with development grant funds, and (c) acquiring parcel(s) to assist Developer with land acquisition;

WHEREAS, the County and Developer have memorialized each party’s respective commitments in an agreement, the substantially final form of which is attached as Exhibit B, which is attached to this Ordinance and incorporated herein by reference (“Project Agreement”).

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

Section 1. *Incorporation of Findings.* The County hereby adopts and incorporates the findings contained in the “WHEREAS” clauses above.

Section 2. *Project Agreement Approval.* The Project Agreement, attached as Exhibit B, which is now before this meeting, is approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Project Agreement were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk of the County Council be, and they are hereby authorized, empowered and directed to execute, acknowledge, and deliver the Project Agreement in the name and on behalf of the County, and thereupon to cause the Project Agreement to be delivered to the developer. The Project Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder, or otherwise constitute a major or moderate modification as provided in the form of the Project Agreement, and which shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Project Agreement now before this meeting.

Section 3. *Additional Provisions.*

(a) The Supervisor/Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

ORDINANCE NO. 2021-13

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder; and

(e) All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

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

ORDINANCE NO. 2021-13

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr, Wylie Frederick, Interim Chair, County Council
Chester County, South Carolina

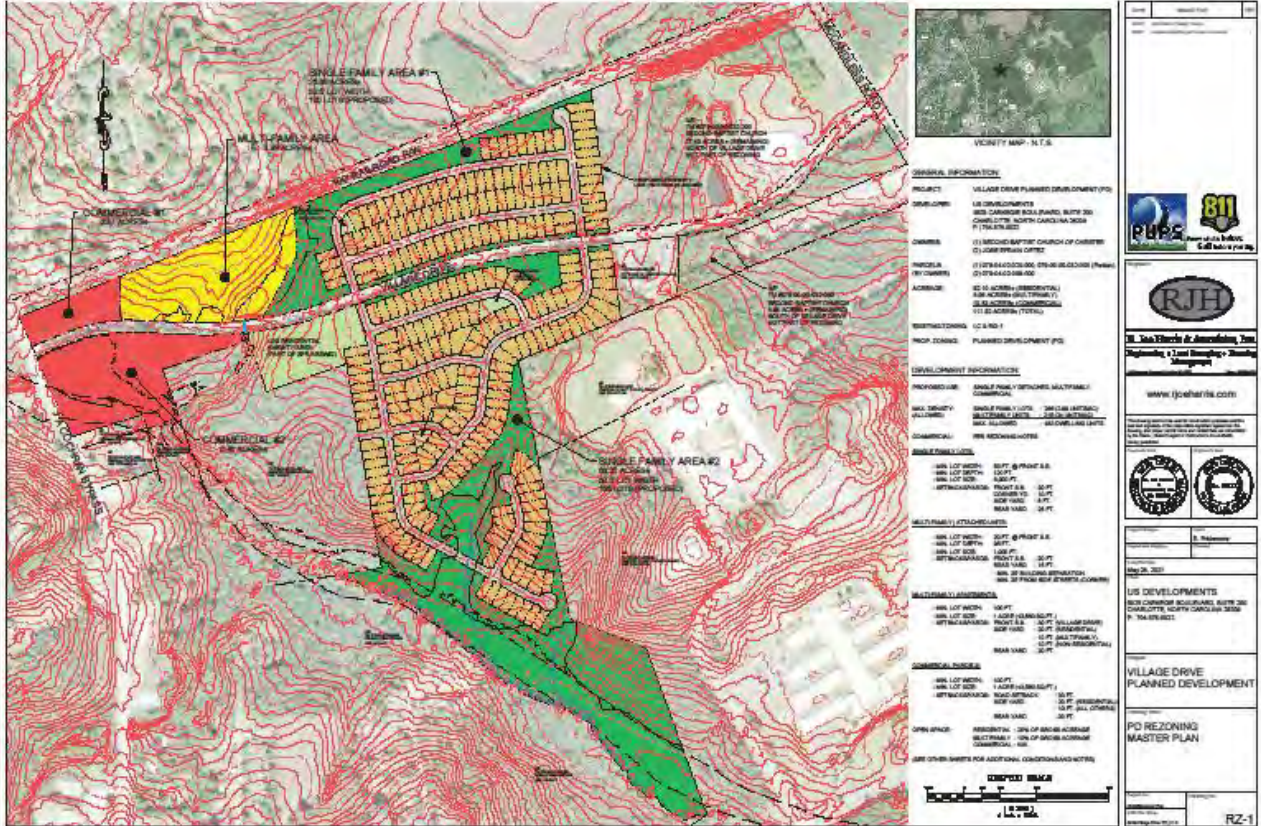
[SEAL]

Attest:

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

First Reading: September 7, 2021
Second Reading: November 15, 2021
Public Hearing: December 6, 2021
Third Reading: December 6, 2021

**EXHIBIT A
DEPICTION OF PROPERTY**



VEHICLE MAP - N.T.S.

GENERAL INFORMATION	
PROJECT:	VILLAGE DRIVE PLANNED DEVELOPMENT (PD)
DEVELOPER:	US DEVELOPMENTS 808 CAROLINA ROLLINGWOOD, SUITE 200 CHARLOTTE, NORTH CAROLINA 28204 P. 704.932.8222
OWNER:	(1) BETHLEHEM BAPTIST CHURCH OF CHARLOTTE (2) US DEVELOPMENTS
PREPARED BY:	(1) JONAS & ASSOCIATES, P.C. (PLANNING) (P) (S) (2) JONAS & ASSOCIATES
ACRES:	22.05 ACRES (RESIDENTIAL) 2.88 ACRES (MULTIFAMILY) 0.85 ACRES (COMMERCIAL) 11.17 ACRES (TOTAL)
RESTRICTIONS:	CC & RD-1
PROP. ZONING:	PLANNED DEVELOPMENT (PD)
DEVELOPMENT INFORMATION	
PROPOSED USE:	SINGLE FAMILY DETACHED MULTIFAMILY COMMERCIAL
MAX. DENSITY (UNITS/ACRE):	MULTIFAMILY: 20 UNITS/ACRE SINGLE FAMILY: 10 UNITS/ACRE
COMMERCIAL:	SEE DEVELOPMENT NOTES
SINGLE FAMILY LOTS	
MIN. LOT WIDTH:	30 FT. @ FRONT & REAR
MIN. LOT DEPTH:	30 FT.
MIN. LOT AREA:	1,800 SQ. FT.
SETBACKS (FRONT):	10 FT.
SETBACKS (SIDE):	5 FT.
SETBACKS (REAR):	5 FT.
MIN. ST. BUILDING SETBACK:	MIN. 20 FT. FROM REAR OF FRONT LOT LINE
MULTIFAMILY (TOWNHOMES)	
MIN. LOT WIDTH:	30 FT.
MIN. LOT DEPTH:	30 FT.
MIN. LOT AREA:	1,800 SQ. FT.
SETBACKS (FRONT):	10 FT.
SETBACKS (SIDE):	5 FT.
SETBACKS (REAR):	5 FT.
MIN. ST. BUILDING SETBACK:	MIN. 20 FT. FROM REAR OF FRONT LOT LINE
COMMERCIAL BUILDINGS	
MIN. LOT WIDTH:	30 FT.
MIN. LOT DEPTH:	1 (SEE DEVELOPMENT NOTES)
MIN. LOT AREA:	1,800 SQ. FT.
SETBACKS (FRONT):	10 FT.
SETBACKS (SIDE):	5 FT.
SETBACKS (REAR):	5 FT.
MIN. ST. BUILDING SETBACK:	MIN. 20 FT. FROM REAR OF FRONT LOT LINE
OPEN SPACE	
RESIDENTIAL:	10% OF TOTAL ACRES
MULTIFAMILY:	10% OF TOTAL ACRES
COMMERCIAL:	10%
SEE DEVELOPMENT NOTES FOR ADDITIONAL CONSIDERATIONS	

Jonas & Associates, Inc. Planning & Land Development Services www.jonasra.com
May 26, 2021
US DEVELOPMENTS 808 CAROLINA ROLLINGWOOD, SUITE 200 CHARLOTTE, NORTH CAROLINA 28204 P. 704.932.8222
VILLAGE DRIVE PLANNED DEVELOPMENT
PD REZONING MASTER PLAN
RZ-1

EXHIBIT B
FORM OF PROJECT AGREEMENT (PROJECT VILLAGE DRIVE)

STATE OF SOUTH CAROLINA)
) PROJECT AGREEMENT
COUNTY OF CHESTER)

This PROJECT AGREEMENT (this “Agreement”) is made and entered into as of the latest date of execution (the “Effective Date”) by and between US Developments SC LLC (“Developer”), whose address for notice is 5925 Carnegie Boulevard, Suite 200, Charlotte, NC 28209; and the Chester County, South Carolina (“County”), whose address for notice is 1476 J.A. Cochran Bypass, Chester, SC 29796 (Developer and County at times referred to individually as a “Party” and collectively as “Parties”).

WITNESSETH:

WHEREAS, Developer intends to develop a mixed-use project on approximately 111.92 acres comprised of current Tax Map Numbers 079-04-02-020-000, 079-04-02-088-000 and 079-00-00-032-000 in Chester County, South Carolina (“Project”);

WHEREAS, the Project was approved for Planned Development (“PD”) zoning on September 20, 2021, by Chester County Council subject to approval of a Project Agreement;

WHEREAS, under the approved PD plans, the mixed-use development will consist of (i) up to 266 single-family residential units; (ii) up to 215 multi-family units and (iii) 10.83 acres of commercial development;

WHEREAS, based on information supplied by the Developer, the development of the Project appears to be of public interest to the long-term growth of the County’s tax base but will impose strains on County resources; and

WHEREAS, the Parties wish to set forth terms in this Agreement to provide for the orderly development of the Project in a manner that will not overly burden County resources.

NOW, THEREFORE, based upon the recitals hereinabove and the terms and conditions set forth herein, the Parties do hereby agree as follows:

1. **Project Plans.** The Parties covenant and agree that Developer’s development of the Project shall be in accordance with the plans approved with the PD zoning, a copy of which is attached as Exhibit A. Nothing contained in this Agreement shall preclude modifications mutually agreed upon by the Parties..
2. **Developer Commitment to Mitigation Fees.** Developer covenants and agrees that Developers’ development of the Project impacts County resources, including but not limited to services, parks, streets, and public safety. Developer hereby commits to mitigate the impact on County resources caused by the Project as follows:
 - a) **Single Family Residential.** Developer agrees to pay a lump-sum mitigation fee of \$100,000 to the County at or before issuance of the first, single-family, residential building permit.
 - b) **Multi-family.** Developer agrees to pay a lump-sum mitigation fee of \$50,000 to the County at or before issuance of the first, multi-family, residential building permit.
 - c) **Commercial.** Developer agrees to pay a lump-sum mitigation fee of \$50,000 to the County at or before issuance of the first, commercial building permit.

The Parties agree that pursuant to South Carolina Code Annotated section 6-1-1050, the payments provided for in this Agreement are instead of impact fees for facilities or services. By Developer agreeing to make these payments, the County agrees that no impact fee may be imposed by the County on Developer for the Project.

3. **County's Commitment.** County covenants and agrees that it shall cooperate in good faith with Developer on development of the Project through (i) the site plan and construction approval process, and (ii) maintaining and developing County resources to serve the County in a manner as deemed appropriate by County Council.

4. **Notices.** All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand; mailed by certified or registered mail, postage prepaid; or mailed by overnight mail, and addressed to the Party at its address set forth on the first page of this Agreement or at such other address as a Party may provide to the other Party as a "notice" under this paragraph 4. Notices may be delivered to (or given on behalf of the applicable Party by) each Party's respective attorney.

5. **Assignment or Transfer.** This Agreement shall be binding on the Parties, their successors and assigns. Developer may, at its sole discretion, transfer its development rights in the Project to other developers. If such transfer occurs prior to the payment of mitigation fees described in Paragraph 2 hereof for any portion of property subject to such transfer, the Developer must give notice to the County of the transfer. In the event of the sale, transfer, or other conveyance of all or a portion of the property, Developer shall be released from any further obligations with respect to this Agreement as to the portion of the property so transferred, and the transferee shall be considered as substituted as Developer under the Agreement as to the portion of the Property so transferred, provided, however, no such transfer is effective until each transferee has executed and delivered to the County an acceptance of all obligations of Developer under this Agreement.

6. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of Developer and County as long as each of them has signed one or more of such counterparts.

7. **Terms of this Agreement Controlling.** In the event of any inconsistency or conflict between any term, covenant, or condition of this Agreement and any other document now existing and pertaining to this Agreement, all terms, covenants, and conditions of this Agreement shall in all respects be controlling.

8. **Entire Agreement.** Except as otherwise provided herein, this Agreement shall constitute the entire and full agreement and understanding between Developer and County and shall supersede all prior and/or contemporaneous agreements, understandings, and discussions between them, written and/or oral, all of which shall be deemed merged into this Agreement and shall be of no further force or effect.

[ONE SIGNATURE PAGE FOLLOWS]
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IN WITNESS WHEREOF, the Parties hereby set their hands and seals effective as of the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Dr. Wylie Frederick
Interim Supervisor/Chair, County Council

Date: _____

US DEVEVELOPMENTS SC LLC

By: _____

Stephen Rosenburg, Manager

Date: _____

EXHIBIT A
PLANS APPROVED WITH PD ZONING
[SEE ATTACHED]

**CHESTER COUNTY, SOUTH CAROLINA
ORDINANCE NO. 2021-14**

**APPROVING THE EXECUTION AND DELIVERY OF A
DEVELOPMENT AGREEMENT BETWEEN THE COUNTY AND
[PROJECT WINCHESTER]; AND OTHER RELATED MATTERS.**

WHEREAS, according to the provisions of the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated section 6-31-10, *et seq.* (collectively, “Act”), and Chester County Ordinance No. 2021-12 (“Development Agreement Ordinance”), the Chester County Council (“County Council”), as the governing body of Chester County, South Carolina (“County”) is authorized to enter into development agreements to provide for the County’s development;

WHEREAS, the County adopts and incorporates by reference as if fully stated herein in their entirety the County’s findings from the Development Agreement Ordinance;

WHEREAS, the County Planning Director has reviewed the proposed development agreement for the referenced project (“Development Agreement”), the substantially final form of which is attached to this Ordinance as Exhibit A, and which is incorporate herein by reference as if fully stated herein in its entirety and has confirmed to the Development Agreement Ordinance.

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

Section 1. *Incorporation of Findings.* The County hereby adopts and incorporates the findings contained in the “WHEREAS” clauses above.

Section 2. *Development Agreement Requirements.* The County finds the Development Agreement meets the requirements of the Act and the Development Agreement Ordinance.

Section 3. *Development Agreement Approval.* According to the authority provided by the Act and the Development Agreement Ordinance, the Development Agreement, attached as Exhibit A, which is now before this meeting, is approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Fee Agreement were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk of the County Council be, and they are hereby authorized, empowered and directed to execute, acknowledge, and deliver the Development Agreement in the name and on behalf of the County, and thereupon to cause the Development Agreement to be delivered to the developer. The Development Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder, or otherwise constitute a major or moderate modification as provided in the form of the Development Agreement, and which shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Development Agreement now before this meeting.

Section 4. *Additional Provisions.*

(a) The Supervisor/Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

ORDINANCE NO. 2021-14

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder; and

(e) All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

ORDINANCE NO. 2021-14

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr, Wylie Frederick, Interim Chair, County Council
Chester County, South Carolina

[SEAL]

Attest:

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

First Reading: September 7, 2021
Second Reading: November 15, 2021
Public Hearing: November 15th, 2021
Third Reading: December 6th, 2021
Public Hearing: December 6th, 2021

ORDINANCE NO. 2021-14

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT (PROJECT WINCHESTER)

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

SOUTH CAROLINA) **DEVELOPMENT AGREEMENT**
) **WINCHESTER DEVELOPMENT**
CHESTER COUNTY)

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of December __, 2021 (“Agreement Date”), by and among Chester Land Holdings, LLC, a South Carolina limited liability company (“The Developer”), and the **CHESTER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate, a political subdivision of the State of South Carolina (“State”), each a “Party,” collectively “Parties.”

RECITALS

WHEREAS, the Developer owns legal title to certain real property consisting of approximately 334.8 +/- acres, located in the County and known as Winchester Development and more fully described in Section 1.04 of this Agreement (“Property”); and

WHEREAS, the County has rezoned the Property a PD (Planned Development) District; and

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

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

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

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

ARTICLE I GENERAL

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

Section 1.02. Definitions.

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

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

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

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

Section 1.04. Property. This Agreement applies to two (2) parcels of land identified as Chester County, South Carolina Tax Map Nos. 123-00-00-078-000 and 123-00-00-032-000, which is also referred to as the Property and reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.05. Zoning. The Property is currently zoned PD (Planned Development) pursuant to Ordinance No. 2021-[].

Section 1.06. Development Program.

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

(B) All lots for the Development must meet all standards contained in the most current version of the UDO unless otherwise modified by this Agreement. In the event of a conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control. The Development

Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety

Section 1.07. Development Schedule.

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

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

(C) The County agrees that if the Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall commencement of construction occur on or after a date that is 15 months after the Agreement Date.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment in writing, substantially in the form of Exhibit F attached hereto, to the Planning Director for the County who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment shall include an explanation and justification. The proposed adjustment shall become effective 45 days from receipt by the Planning Director for the County unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 45-day period.

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

Section 1.09. Benefits and Burdens.

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

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

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

Section 1.10. Term. The term of this Agreement shall commence on the Agreement Date and terminate 10 years thereafter as provided herein or by the Act; provided, however that the Developer and the County may extend the Term of this Agreement or enter into subsequent development agreements upon mutual written consent to the extent permitted by the Act.

The expiration of the Term of this Agreement shall have no effect on the validity or authority of any restrictive covenants except as may be specifically provided for therein.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-[] in accordance with the procedural requirements of the Act, Ordinance No. [] and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2021-[] that at least two (2) public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of The Developer.

(A) The Developer represents that the number of acres of highland contained in the Property is approximately 334.8 +/- acres.

(B) The Developer represents that, as of the Agreement Date, it owns legal title to the Property.

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

ARTICLE III DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021-II, the UDO and the terms of this Agreement if and only if the Developer has complied with all the requirements of section 5.19 of this Agreement.

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

(E) The Developer acknowledges that the County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

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

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

(A) It is recognized that laws and regulations will periodically change. The County shall not enforce subsequently adopted laws and land development regulations on the development of the Property except in conformance with the procedures and provisions of Section 6-31-80(B) of the Act in effect as of the Effective Date.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property. No moratorium or schedule for allocation or approval of any development permits as set forth in Section 3.04 hereof, or any other subsequently adopted laws and land development regulations shall affect the rights and prerogatives of the Developer under this Agreement except in conformance with Section 5.02 hereof.

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

Section 3.04. Development Permits.

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

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

(B) The failure of this Agreement to address a particular development permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with this Agreement, the law governing the permitting requirements, conditions, terms, or restrictions, as may be applicable. The failure of this Agreement to address a particular development permit does not abrogate the Development Rights arising out of this Agreement where such development permit is customary or necessary for the development of the Property, and consistent with the intent and purpose of this Agreement.

(C) With respect to the County's review and processing of subdivision plats, development plan applications, grading permits, building permits, certificates of occupancy and other County permits, applications and approvals relating to the development of the Property (including dwellings and other improvements thereon), the County shall approve or reject (and, in the case of a rejection, provide feedback necessary for the Developer to resubmit any such submittals) within the time limitations as set forth in the County ordinances.

Section 3.05. Transfer of Real Property and Assignment of Development Rights.

(A) Nothing in this Agreement shall limit or constrain the Developer's right to legally convey, sell, transfer, ground lease, or otherwise dedicate any portion or all of the Property or an interest therein to any other person, firm, corporation, or entity.

Together with any conveyance or transfer of interest in a portion or all of the Property, the Developer may assign any portion or all of its Development Rights under this Agreement to such transferee or grantee, provided, however, that the County as a result of the assignment does not release any current or subsequent Developer from any or all of its obligations under this Agreement taking place or to have taken place as a Developer during its ownership of the Property. If a purchaser, lessee, or other successor in interest of any portion of the Property becomes a Developer under this Agreement, then the each current and subsequent Developer remains, and the additional Developer becomes, responsible for the performance of the

development obligations and the additional Developer is entitled to the Development Rights appurtenant to the portion of the Property so transferred, upon the recording with the Chester County Clerk of Court, together with recording of the instrument transferring an interest in the Property, an Assignment substantially in the form of Exhibit G attached hereto that (i) indicates the grantee's or transferee's acceptance of the development obligations, and (ii) identifies the Development Rights assigned to the grantee or transferee, appurtenant to the portion of the portion or all of the Property so assigned. The Developer may, at its sole discretion, retain those certain Development Rights and development obligations with respect to the portion of Property conveyed or transferred as may be more specifically set forth in the Assignment.

The Developer may transfer any or all Development Rights and/or development obligations to any person, firm, corporation, or entity even in an absence of a transfer of portion of Property and shall be entitled to effect a recording of an Assignment in accordance with this Section 3.05(A). Upon completion of the assignment, the Property Owner agrees to notify the County of such transfer and provide information in connection therewith, including the name, address and contact information for the transferee. This notification to the County shall occur prior to notification to third parties and/or a public announcement of the transfer.

Any Developer shall be entitled to legally convey real property in accordance with this Agreement and to legally assign its Development Rights and/or development obligations in accordance with this Section 3.05(A) in an instrument substantially in the Form of Assignment attached hereto as Exhibit G.

(B) The recording requirement of an Assignment shall not apply to (i) any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) any third party purchaser at such a foreclosure; or (iii) any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Any such mortgage lender or subsequent purchaser shall be bound by the development obligations and be a beneficiary of the Development Rights as the Developer successor in title to the Developer.

(C) Notwithstanding anything to the contrary in this Agreement, the Developer shall have the right to manage its corporate affairs in such manner that may cause another person, firm, corporation, or entity, including without limitation, the Developer's subsidiaries and affiliates, to assume some or all of the Developer's Development Rights and/or development obligations pursuant to this Agreement (the "Assumption"). The provisions of Section 3.05(A) hereof pertaining to Assignment of Development Rights and development obligations to the Developers shall not apply to an Assumption. Timely following any Assumption, the Developer shall notify the County of the identity and address of the person, firm, corporation, or entity for the purpose of Section 5.01 hereof, and such person, firm, corporation, or entity shall be substituted and considered the Developer under this Agreement. Where an Assumption pertains only to a portion of the Developer's Development Rights and/or development obligations pursuant to this Agreement, the Developer shall also notify the County of the extent to which the Development Rights and/or development obligations shall be assumed.

ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.02. Payment of Costs. In addition to any other fees for which this Agreement provides, the Developer shall pay the County's legal fees incurred with the preparation of this Agreement, various conferences with County staff, and attendance at County meetings, and other related matters, in an amount not to exceed \$7,500. Such amount shall be paid within 30 days of the Developer's receipt of an invoice for legal fees, which shall contain a generic (non-privileged) description of the services performed but need not include individual time entries and descriptions.

Section 4.03. Other Charges or Fees.

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

(B) All single-family detached dwellings shall be subject to a \$1,500 impact fee, payable by the building permit applicant to the County at the time of issuance of the building permit.

Section 4.04. Infrastructure and Services. The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by the Developer, and many necessary infrastructure improvements and services will be provided by the Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

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

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

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

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

(E) Fire Service, Emergency Medical Service, and Law Enforcement. The Property is in [] fire service area and fire services will be provided by the [], or its successor entities. The Developer will dedicate two (2) acres of the Property along Edgeland Road, such location to be mutually approved by the Developer and the County, for use by fire services, emergency medical services, and/or law enforcement departments.

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

ARTICLE V MISCELLANEOUS

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

To County: Chester County, South Carolina
Attn: County Supervisor/Administrator
1476 J.A. Cochran Bypass (hand delivery/courier service)

Post Office Box 580
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

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

With a Copy to (does not constitute notice):

King Kozlarek Law LLC
Attn: Michael E. Kozlarek, Esq.
201 Riverplace Suite 500 (hand delivery/courier service)
Post Office Box 565
Greenville, South Carolina 29602-0565

To The Developer: Chester Land Holdings, LLC
Attn: Johnathan McCall
2627 Brekonridge Centre Drive (mail/hand delivery/courier service)
Monroe, North Carolina 28110

With a Copy to (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Ron Scott, Esq.
1201 Main Street (hand delivery/courier service)
P.O. Box 11889
Columbia, South Carolina 29201

Section 5.02. Amendments.

(A) This Agreement may not be amended or cancelled in whole or in part except upon mutual consent of the County and the Developer, and in compliance with the Act. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) Any major modification of this Agreement shall constitute an amendment of this Agreement and may occur only pursuant to the public notice and hearing requirements of the Act. Minor and moderate modifications to this Agreement, enumerated in Exhibit B attached hereto, may be made without a public hearing or an amendment of this Agreement upon mutual written consent of the County and the Developer. A proposed modification not enumerated in Exhibit B shall be deemed a major modification.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance

with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

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

Section 5.04. Breach of Agreement.

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for the County, or the Planning Director's designee, determines that the Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for the County shall serve notice in writing, within a reasonable time after the periodic review, on the Developer setting forth with reasonable particularity the nature of the breach and the information supporting the determination, and providing the Developer 60 days in which to cure or rectify said breach or account for those obligations pursuant to this Agreement that have a material effect on the ability of the Developer to cure such breach.

(B) If the Developer fails to cure the breach within 60 days, or if the breach cannot be cured within such 60 days period and the Developer does not commence to cure the breach within such 60 days period, and thereafter diligently pursue the same to completion, then the County may unilaterally terminate or modify this Agreement; provided, that prior to terminating or modifying this Agreement as provided in this section, County Council must first give the Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

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

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

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

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

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

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

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

Within 60 days of a receipt of a written request sent by the Developer to the County, the County shall issue an estoppel certificate in recordable form that with regard to the portion or all of the Property described in the request, and except as stated, to the best of the County's knowledge, without any inquiry, there are no violations or breaches of this Agreement. The estoppel certificate will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. If the County does not respond to such request within 60 days of its receipt, the Property described in the request shall be deemed in compliance with this Agreement.

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

Section 5.18. Severability. If any part of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall be given such construction as to permit it to comply with the requirements of all applicable laws and the intent of the Parties hereto. In the event that any part or all of this Agreement is held to be void by a court of competent jurisdiction, the provisions of Ordinance [] shall remain effective until amended through such process as may be required for the amendment of the Ordinance [] by the County at the time of the amendment.

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and the Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Supervisor clocked-in copies, of the recorded Agreement. If the County Supervisor has not received clocked-in copies of the Agreement within ten (10) business days after recording the Agreement with the Chester County Clerk of Court, then this Agreement is automatically terminated without further action of either the County or the Developer. The obligation of the Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on the Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. Indemnification Covenants.

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

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

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

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

(E) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of

any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

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

WITNESSES:

Carolina

Name:

Name:

COUNTY:

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

By: Dr. Wylie Frederick
Its: Interim County Supervisor

[COUNTY SEAL]

Attest:

Karen Lee
Clerk to County Council

SOUTH CAROLINA)
)
CHESTER COUNTY)

ACKNOWLEDGMENT

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

Dated: _____

Notary Public for the State of _____

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A
PROPERTY DESCRIPTION

TRACT I:

All that certain piece, parcel or tract of land, lying and being situate in Lewisville Township, Chester County, South Carolina, on S.C. 901 and Lando Road, containing 334.367 acres, and being shown on "Plat of Survey for Burns-Reid, L.C., a Virginia LLC, Bess Burns & Sarah B. Clary Located on S.C. 901, Lewisville Township, Chester County, South Carolina" prepared by Hipp Land Surveying, Inc. by William V. Hipp, PLS #17567, dated February 21, 2014, recorded on March 17, 2014 in Plat Cabinet E, Slide 3, Page 1, in the Office of the Clerk of Court for Chester County, South Carolina, reference to which plat is hereby made for a more particular metes and bounds description.

TMS: 123-00-00-032

TRACT II:

All that certain piece, parcel or tract of land being shown on "Plat of Property of Bess F. Burns" prepared by White Land Surveying, Inc. by William C. White, PLS #11077, dated April 24, 1999, recorded in Plat Cabinet C, Slide 164, Page 6B, in the Office of the Clerk of Court for Chester County, South Carolina, and being more particularly described according to said plat as follows: BEGINNING at a new mag nail with i.d. cap at or near the centerline of South Carolina Highway 901 (75' right-of-way), thence N. 76°00'00" E. 114.78 feet to a new mag nail with i.d. cap; thence leaving the centerline of the right-of-way of South Carolina Highway 901, S. 14°00'00" E. 37.50 feet to a new #5 rebar with i.d. cap; thence S. 14°00'00" E. 123.73 feet to a new #5 rebar with i.d. cap; thence S. 66°30'21" W. 116.38 feet to a new #5 rebar with i.d. cap; thence N. 14°00'00" W. 142.92 feet to a new #5 rebar with i.d. cap; thence N. 14°00'00" W. 37.50 feet to a new mag nail with i.d. cap, being the POINT OF BEGINNING, consisting of 0.450 acre, more or less.

TMS: 123-00-00-078

Being the same property conveyed to Chester Land Holdings, LLC, a South Carolina limited liability company, by quit claim deed from Sarah Burns Clary, Jean Burns Reid and Burns-Reid, L.C., dated April 30, 2021 and recorded on May 3, 2021 in Book 1341, page 129 in the Office of the Clerk of Court for Chester County, South Carolina.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT B
DEVELOPMENT PROGRAM

1. *Winchester Conceptual Rezoning Plan*: The Winchester Conceptual Rezoning Plan, which is attached hereto as Exhibit B-1, and the Winchester Anticipated Project Schedule, which is attached hereto as Exhibit B-2, both of which are incorporated herein by reference, and made a part hereof, shall serve as the general guide for the location of public facilities, roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Winchester Conceptual Rezoning Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District*: The Property is in the PD (Planned Development) zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement.

3. *Permitted Uses*: The Property shall be permitted to include commercial development, including all permitted uses in the Limited Commercial District as set forth in the [CHESTER COUNTY ZONING ORDINANCE]. The Property shall also be permitted to be developed as a residential community to include single-family detached dwellings and their associated accessory uses and amenities (including, but not limited to, clubhouses, pools, pocket parks, seating areas, landscaped areas, playgrounds, open multi-purpose lawn spaces, dog parks, and trails), with all other uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Winchester Conceptual Rezoning Plan.

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

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

MODIFIED MINIMUM DIMENSIONAL STANDARDS*

- a. Uses and densities for the development will be limited as shown on the Winchester Conceptual Rezoning Plan.
- b. No homes will front on the main boulevard identified as “Road A” on the Winchester Conceptual Rezoning Plan.
- c. Maximum structure height shall be 35 feet (*not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, and antennae*).
- d. Medium Density Area:
 - i. Minimum lot width: 30’
 - ii. Minimum lot size: 2,700 square feet
 - iii. Minimum front setback: 20’
 - iv. Minimum side setback: 5’
 - v. Minimum rear setback: 20’

- e. Low Density Area:
 - i. Minimum lot width: 60'
 - ii. Minimum lot size: 7,800 square feet
 - iii. Minimum front setback: 25'
 - iv. Minimum side setback: 5' (10' setback from roadway for corner lots)
 - v. Minimum rear setback: 25'

* All other development standards shall conform to the General Provisions, Permitted Uses and Lot Information, Lot Standards, Transportation and Site Circulation, Environmental, Landscape, Open Space and Signage, Architecture, Phasing, and Fire provisions as generally set forth in the Winchester Conceptual Rezoning Plan.

6. *Maximum Development Intensity*: The maximum number of residential units developed at the Property shall be limited to 1,150.

7. *Residential Section – Site Layout and Architecture*:

a. General Site Layout: The site layout shall generally conform to the Winchester Conceptual Rezoning Plan.

b. Architecture: Architectural standards for buildings shall generally conform to the Winchester Conceptual Rezoning Plan.

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

a. General Site Layout: The site layout shall generally conform to the Winchester Conceptual Rezoning Plan.

b. Architectural Design and Materials: Architectural standards for buildings shall generally conform to the Winchester Conceptual Rezoning Plan.

9. *Open Space and Landscaping*: A minimum of 15% of the total development acreage shall be set aside as open space including, but not limited to, parks, green space, buffers, and water quality facilities. All open space will be managed by the homeowners' association.

10. *Transportation*: Offsite and onsite improvements shall conform to Section D of the Winchester Conceptual Rezoning Plan.

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

a. Minor Modifications: Minor Modifications shall only be to the Winchester Conceptual Rezoning Plan. The Planning Director for the County shall determine what shall constitute a Minor Modification and

have the authority to administratively approve such. The following modifications, adjustment, and clarifications shall constitute Minor Modifications to this agreement:

- i. Correction of any typographic or scrivener's error.
- ii. Minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff.
- iii. Administrative determinations pursuant to a periodic review in accordance with Section 5.03 of the Agreement.
- iv. Recording of any subsequent laws or regulations enforceable pursuant to the public hearing provisions of Section 6-31-80(B) of the Act.
- v. Recording of modification in the addressee provisions of Section 5.01 of the Agreement.
- vi. Recording of any instruments or documentation to evidence any act permissible or regulated pursuant to the terms of the Agreement, where the Agreement does not specifically provide for the recording of such instruments or documentation.
- vii. Dimensional adjustments that are within ten percent (10%) of the dimensional requirements in the Agreement or other applicable County codes or ordinances, as approved by the Planning Director for the County.

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT C
DEVELOPMENT SCHEDULE

This estimated Development Schedule is subject to update according to Section 1.07 of the Agreement. Within 60 days after the Agreement Date, the Developer anticipates beginning environmental assessments, site development studies, and/or plan development for the Property. Subject to approval by the County of development plans and permits, which approval the County agrees that it will not unreasonably withhold, the Developer anticipates beginning construction at the Property within 15 months after the Agreement Date. Consistent with the long-term approach to planning and developing the Property, the County and the Developer anticipate the following interim completion dates for development of the Property pursuant to the Agreement.

<u>Year</u>	<u>Percentage Completed</u>
5	50%
10	100%

For the limited purpose of this Exhibit C only, the Development of any portion of the Property shall be deemed completed upon the approval of a final plat for such portion.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT D
REQUIRED INFORMATION

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Chester Land Holdings, LLC, is the legal and equitable owner of the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT E
LAWS AND LAND DEVELOPMENT REGULATIONS

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

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

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

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

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

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

[insert name]
Chester County Planning Director

Planning Director’s Dated Stamp of Approval

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

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

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

[insert Section 6. only if Petitioner is not Chester Land Holdings, LLC or its successor in corporate interest]

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

Witness:

Property Owner:

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

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

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

Notary Public for _____
County, State of _____

(Witness #1 sign here)

My Commission Expires: _____

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]

**Exhibit G
Form Assignment**

STATE OF SOUTH CAROLINA)	
)	
)	
COUNTY OF CHESTER)	

**ASSIGNMENT AND ASSUMPTION
OF CERTAIN DEVELOPMENT RIGHTS
AND OBLIGATIONS PURSUANT TO
A DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF CERTAIN DEVELOPMENT RIGHTS AND OBLIGATIONS PURSUANT TO A DEVELOPMENT AGREEMENT (“Assignment”) is made effective on the

[insert date of Assignment]

, by

[insert name of assignor]

, (the “Assignor”), and

[insert name of assignee]

, (the “Assignee”), (collectively, the “Parties”).

RECITALS

WHEREAS, CHESTER LAND HOLDINGS, LLC, a South Carolina limited liability company, is a party to that certain Development Agreement with CHESTER COUNTY, SOUTH CAROLINA, effective date of _____, 2021, recorded on _____, 2021 in the office of Chester County Clerk of Court in Book _____, Page _____ (the “Development Agreement”); and

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

WHEREAS, the Development Agreement establishes certain vested Development Rights and development obligations as more specifically set forth therewith; and

WHEREAS, Section 3.05 of the Development Agreement authorizes the conveyance, sale, transfer, ground lease, and other dedications by Chester Land Holdings, LLC and its successors and assigns of any portion or all of the Property, and Sections 3.05 and 5.14 of the Development Agreement authorizes the Assignment by Chester Land Holdings, LLC and its successors and assigns, of any portion or all of its Development Rights and/or development obligations to such transferee or grantee; and

[insert interim conveyances and assignments, if any]

WHEREAS, on

[insert date of contract to sell and purchase a portion or all of the Property]

Assignor and Assignee entered into a contract to sell and purchase that portion of the Property as more specifically set forth in the legal description attached hereto as Attachment A (the “Assignment Property”); and

WHEREAS, in consideration of Assignor's agreement to convey the Assignment Property to Assignee, Assignee has agreed to assume those certain development obligations under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below; and

WHEREAS, in consideration of Assignee's agreement to acquire the Assignment Property, Assignor has agreed to assign to Assignee those certain Development Rights under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the Parties agree as follows:

1. Assignment and Assumption of Development Rights. Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, those certain Development Rights as specifically set forth herein:

[insert assigned Development Rights]

2. Retained Development Rights. Assignor retains any and all Development Rights not specifically assigned to Assignee herein above, including without limitation:

[insert retained Development Rights]

3. Assignment and Assumption of Development Obligations. Assignor hereby assigns to Assignee and Assignee hereby assumes from Assignor those certain development obligations as specifically set forth herein:

[insert assigned development obligations]

4. Retained Development Obligations. Assignor retains the following development obligations:

[insert retained development obligations]

5. Release; Indemnity. Assignee hereby releases Assignor and its successors and assigns (other than Assignee and its affiliates, successors and assigns) from any and all liability in connection with the performance of any of the development obligations and the exercise of any Development Rights as specifically set forth herein above. Assignee shall indemnify, defend and hold harmless Assignor and its members, managers, officers, agents, employees, successors and assigns, from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees) arising in any manner, directly or indirectly, out of or by reason of the development obligations and Development Rights as specifically set forth hereinabove. This indemnification shall survive the execution and delivery of this Assignment and the closing of the sale of the Assignment Property to Assignee.

6. Severability. If any provision of this Assignment shall be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected thereby.

7. Notice to Chester County. Assignor covenants and agrees for the benefit of Assignee that, to the full extent required under the Development Agreement, Assignor shall, prior to or contemporaneously with the making hereof, comply with all requirements of the Development Agreement regarding notice of Assignment to Chester County. Pursuant to Section 3.05 of the Development Agreement, Assignee shall have the obligation to record this executed Assignment with the Chester County Clerk of Court, together with the recording of the instrument transferring an interest in the Assignment Property to Assignee.

8. **Binding Effect.** This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the title to the Property.

9. **Authority.** The undersigned Parties each represent and warrant that this Assignment has been duly authorized by all necessary company action.

10. **Counterparts.** This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

[Insert Signature Pages]

[Insert Attachment A: Legal Description of Assignment Property]



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. _____

AN ORDINANCE TO PROHIBIT TRUCK TRAFFIC ON CANAL ROAD

WHEREAS, the Chester County Council agrees that it is necessary to establish an ordinance to prevent trucks, not delivering or picking up cargo within the County, to travel on Canal Road;

WHEREAS, there has been a significant amount of truck traffic driving on Canal Road in recent years; and

WHEREAS, these trucks have caused a considerable amount of damage to utilities and sidewalks, and have further caused traffic problems on this road; and

WHEREAS, for the purposes of this Ordinance the word Truck means a vehicle which either (a) has ten or more tires, or (b) that has a gross vehicle weight of 20,000 pounds or more; and

WHEREAS, a violator of any provision of this Ordinance shall upon conviction be deemed guilty of a misdemeanor and shall be subject to the following fines:

- (1) First Offense, \$100.00
- (2) Second Offense, \$200.00
- (3) Third Offense, \$300.00
- (4) Fourth Offense, \$400.00; and

WHEREAS, trucks may enter Canal Road to deliver or to pick up freight from homes or businesses located within the zone. Such trucks must have a bill of lading which verifies the point of delivery or pickup.

NOW THEREFORE, BE IT ORDERED AND ORDAINED by the Chester County Council that trucks not delivering or picking up cargo on Canal Road and in possession of a valid bill of lading are prohibited.

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

Enacted and approved this ____ day of _____, 2021.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr. Wylie Frederick, Interim County Supervisor

Attest:

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

First Reading: March 15th, 2021
Second Reading: November 15th, 2021
Public Hearing: December 6th, 2021
Third Reading: December 6th, 2021
Chester County, South Carolina



Chester County, South Carolina

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

Date: December 6, 2021
To: County Council
From: Susan M. Cok
Subject: Updates on Multiple Projects

Chester County Council Members,

Updates on the following projects:

- **North Chester Fire** – We are asking for all bidders to send in new bids by December 21, 2021. The original bids expired after 30 days. We should have this ready for award on the first January council meeting.
- **Lewis Fire** – Plans will be started on this month then will go out to bid shortly after.
- **West Chester Air Compressor System** – Working with only bidder on specifications. We may need to re-bid if we are not able to get what was requested in the bid documents.
- **Health Dept. Flooring / Museum Windows / Courthouse Windows** – All 3 projects are waiting on Asbestos Assessment. We will get that this month then we will ask for the award of the bid from council in January.
- **I-77 Interchange High Mast Lighting & Highway 9 Roadway Lighting** – Both projects are being worked on by Bill Coleman with ICE.
- **Rodman Sports Complex / Animal Control Building** – waiting on the final approval of funding.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement

Chester County Planning Commission
November 16, 2021

CCMA21-31: Raymond F. Reeves request Tax Map #: 079-03-02-007-000 (and to confirm tax map #: 079- 03-02-007-000 has been requested to be combined with 079-03-02-008-000 is also included) located on First Street, Chester, SC be rezoned from RS-1 (Single Family) to RG-2 (General Residential)

Raymond F. Reeves of 535 First Street, Chester, South Carolina stepped to the podium. Mr. Reeves stated he is currently living in a home with a total of four adults and only three bedrooms. He wishes to purchase a doublewide with four bedrooms. Chairman Raines asked for the purpose of meeting setbacks, you've combined the lots, is that correct? Mr. Reeves said yes sir. Chairman Raines said you currently have water and sewer; you're just swapping this over to a new home. Again, Mr. Reeves said yes. Chairman Raines asked the commission if they had any other questions for the applicant. There were none.

Chairman Raines asked if any member of the public would like to speak in favor or in opposition of this rezoning request. There was none.

Chairman Raines made a motion to approve the rezoning request as presented; seconded by Commissioner Walley. Vote was 7-0 to approve.

Chairman Raines informed the applicant of this board being advisory only, and of the three reading from the County Council. Asked him to contact staff if he had any questions.



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: 11.16.21 Case # CCMA21-31 Invoice # 4494

The applicant hereby requests that the property described to be rezoned from RS1 to RG2

Please give your reason for this rezoning request:
We need more room for our family
(DOUBLEWIDE)

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: 535 1st Street
 Tax Map Number: 079-03-02-007-000 Acres: 11,761 sq. feet

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

PLEASE PRINT:

Applicant (s): Raymond F. Reeves
 Address 535 1st Street
 Telephone [REDACTED] cell [REDACTED] work _____
 E-Mail Address: _____

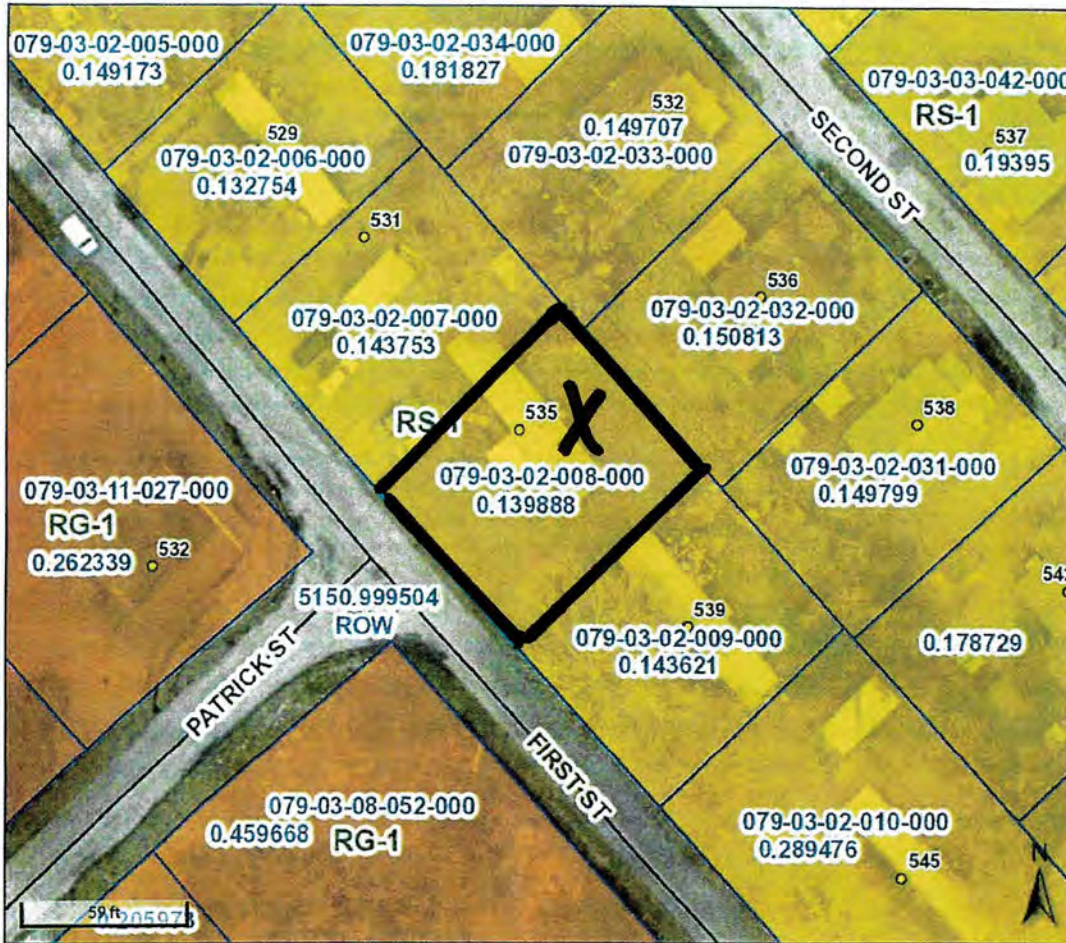
Owner(s) if other than applicant(s): _____
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

Owner's signature: Raymond F. Reeves Date: 10-15-2021

Applicant signature: _____ Date: _____

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



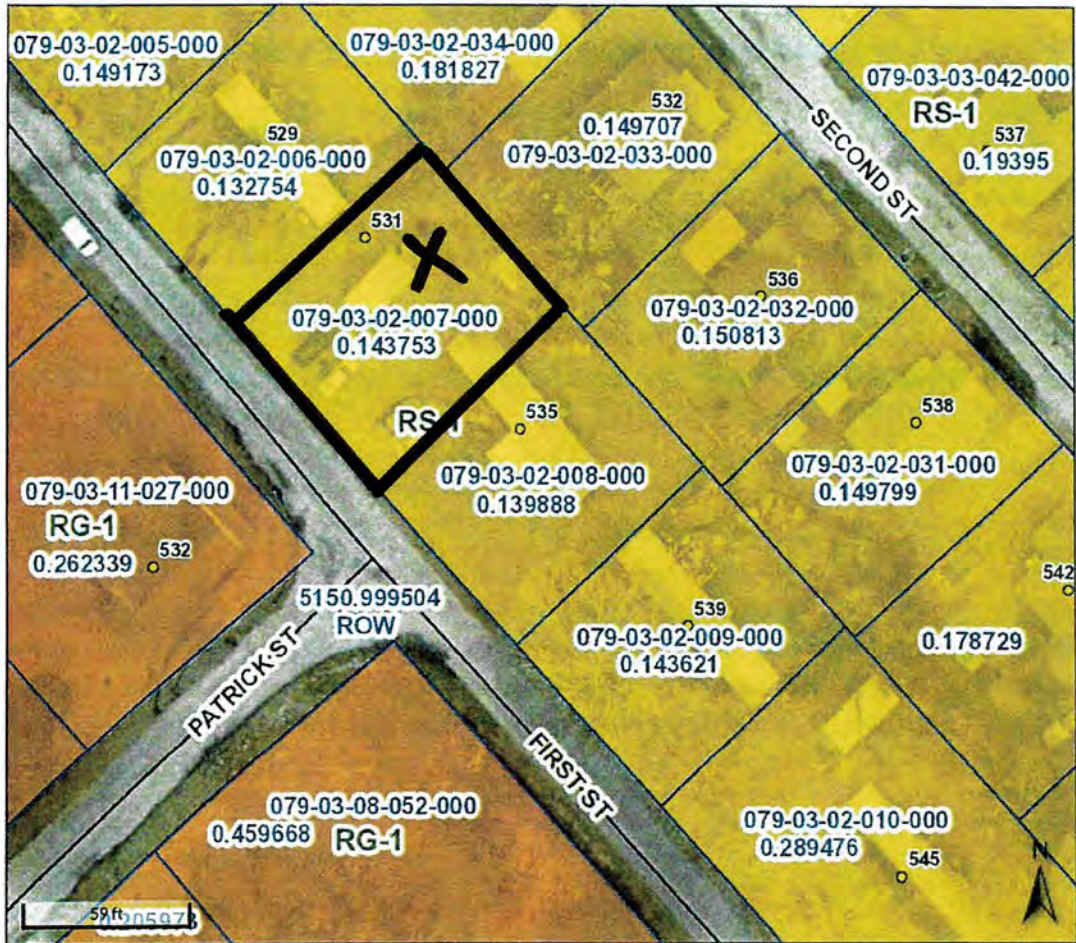
Overview



Legend

- Address Points
- Roads
 - Secondary Road
 - SC Highway
- Municipals
- Parcels
- Chester County Zoning
 - AG
 - BI Basic Industrial
 - C1 - Central Commercial District
 - C2 - General Commercial District
 - CC Core Commercial
 - EDD
 - GC
 - GR General Residential
 - HC Highway Commercial
 - I - Industrial
 - I1 - Industrial District
 - ID-1
 - ID-2
 - ID-3
 - LC
 - LI Limited Industrial
 - MF Multi-family Residential
 - NC Neighborhood Commercial
 - NCH Neighborhood Commercial - Historic
 - PD Planned Development
 - R-1

Mr. Reeves has combined his two parcels Tax Map # 079-03-02-008-000 and Tax Map # 079-03-02-007-000 into one Parcel. This image on beacon has not been updated to reflect that combination. I have included his paperwork dated 9-24-21 for the combination request.



Overview



Legend

- Address Points
- Roads
 - Secondary Road
 - SC Highway
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 - NCH Neighborhood Commercial - Historic
 - PD Planned Development
 - R-1

Mr. Reeves has combined his two parcels Tax Map # 079-03-02-008-000 and Tax Map # 079-03-02-007-000 into one Parcel. This image on beacon has not been updated to reflect that combination. I have included his paperwork dated 9-24-21 for the combination request.

<p>79-9-2-7</p> <p>079-03-02-007-000</p> <p>REEVES RAYMOND FRANKLIN</p> <p>535 FIRST STREET CHESTER 29706</p> <p style="text-align: right;">SC</p>	<p>DISTRICT</p> <p style="font-size: 2em; color: red;">2</p>	<p>DATE OF APPRAISAL</p>	<p>APPRaiser</p>
<p>Transferred From</p> <p><i>Eureka Cuthrell</i></p>		<p>Date Recorded</p>	<p>Date of Sale</p>
<p><i>Spring 86.000</i></p> <p><i>Edith R. Reeves</i></p>		<p>Deed Book</p>	<p>Deed Page</p>
<p><i>Ray C. Reeves - D.O.D</i></p> <p><i>Edith K. Reeves</i></p>		<p>Plot Book</p>	<p>Plot Page</p>
<p>GEN <i>Kirkland Wayne Reeves - (4-1-73) int</i></p>		<p>Acres or Lots</p>	<p>Sales Price</p>

PROPERTY LOCATION	Yr. Built	Land	Econ. Rent
St., Rt. & No. <i>First St</i>			
City	Economic Life	Imp.	Cap. Rate
Subdivision	Condition	L. H.	Expenses
OCCUPANT and USE	Quality	Total	Net Inc.
	Annual Rent	Stamps	Land Inc.
	Bldg. Permit	Old Map Ref.	Imp. Inc.
	Mort.	File No.	Recap
			Int. Rate

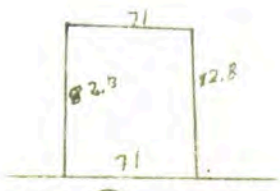
PROPERTY DATA					LAND CLASSIFICATION			
Neighborhood	Transportation	Land Imp.	Utilities	Topography	Land Class	No. of Acres	Value Per Acre	Value Per Class
Progressive	Paved Road	Buildings	Electricity	Level	Open Land			
Static	Earth Road	Pavement	Water	High				
Regressive	Railroad	Fence	Gas	Low				
Old	Water	Landscaping	Sewer	Rolling				
New	Airport	Wall	All Utilities	Swampy				

LAND			LOT SIZE	
Number of Acres	<i>1 lot</i>	Number of Lots	Front	Timberland
Per Acre Value		Number of Front Ft.	Depth	
Value for Acres		Per Lot Value	Rear	
Returned Area		Per Front Ft. Value		
Legal Area		Value for Lots		
Planimetered Area		Value for Fr. Ft.		
Total Land Value				

197 ESTIMATED MARKET VALUE

	Land Acres or Lots	Improvement	Total
Number	<i>1 lot</i>	<i>MH</i>	
Cost Approach	<i>2000</i>		<i>4500</i>
Market Approach			
Income Approach			
Correlated Value			
Appeal Value	<i>93</i>		<i>3500</i>
Assessed %			

Reviewed by: _____ Date *7-25-23* Property Classification _____ Zoning *R-9-T*



79-3-2-8
 079-03-02-008-000
 REEVES RAYMOND FRANKLIN
 535 FIRST STREET
 CHESTER SC
 29706

DISTRICT	DATE OF APPRAISAL	APPRaiser						
Transferred From	Date Recorded	Date of Sale	Deed Book	Deed Page	Plat Book	Plat Page	Acres or Lots	Sales Price
Ernie Cotton Mills Springs		12/1/71	269	77			91.17A	
SPRINGE MILLS, INC.		7/2/66	434	8			Change of Name	
Edith H Reeves int		5-11-78	491	873			2 lots	\$2480.00
Ray C Reeves Deed of Dist			795	17			2 lots	#1024A
Edith H Reeves	11-31-01	10-23-01	806	145			2 lots	005920150
Richard Wayne Reeves - Dist - #1314		3-16-04	860	108			2 lots	#1.0074A

PROPERTY LOCATION		Yr. Built	Land	Econ. Rent	Cap. Rate	Remarks
St., Rt. & No.	First Street					
City		Economic Life	Imp.	Expenses	Income	
Subdivision		Condition	L. H.	Net Inc.	Cap. Rate	
OCCUPANT and USE		Quality	Total	Land Inc.	Imp. Value	
		Annual Rent	Stamps	Imp. Inc.	Land Value	
		Bldg. Permit	Old Map Ref.	Recap	Total Value	
		Mort.	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		Remarks & Description
Number of Acres	Number of Lots	Front	Depth	Timberland		
Per Acre Value	Number of Front Ft.	Value for Acres	Per Lot Value	Rear		
Returned Area	Per Front Ft. Value	Legal Area	Value for Lots	Total		
Planimetered Area	Value for Fr. Ft.					
197 ESTIMATED MARKET VALUE						
Number	Land Acres or Lots	Improvement	Total			
Cost Approach	1 lot		4500			
Market Approach						
Income Approach						
Correlated Value	95	-3500	-3500			
Appeal Value						
Assessed %						
Reviewed by	Date 2-25-20	Property Classification	Zoning R-7			





Chester County, South Carolina

OFFICE OF ASSESSOR
POST OFFICE DRAWER 580
CHESTER, SOUTH CAROLINA 29706

SEP 24 2021

PROPERTY COMBINATION REQUEST

I Raymond F. Reese do hereby request my properties to be combined together and taxed as one property. By signing this request, I will not hold the Chester County Tax Assessor's Office responsible for any future division, sales or zoning of said property. I have checked with the Planning and Zoning Department concerning the future use of my property and it is my wish to combine these tracts. I understand that should I wish to divide the property in the future, it may not be approved.

Tax Map numbers to be combined:

79-3-2-8 & 79-3-2-7

Property Owner's Signature Raymond F. Reese

Address 535 First Street

Telephone # 803-379-6337

Date of request 9-24-21

Planning and Zoning Authorization Sherrill 9-24-21

Chester County Planning Commission
November 16, 2021

CCMA21-32: Mitch Benton request a 4.648 portion of Tax Map #: 080-01-02-001-000 located on JA Cochran By-Pass, Chester, SC be rezoned from RG-1 (Multi Family) to GC (General Commercial)

Mitch Benton of 1241 Gold Hill Road, Fort Mill, South Carolina stepped to the podium. Mr. Benton stated his request to rezone the property was to be able to move his business for utility trailer sales. I'm currently in business now, internet. Do fairly well. Looking for a place to make a face. I think this would be a good location for a good opportunity for me. Chairman Raines asked you have a business already, in Chester? Mr. Benton said yes sir, it's in Richburg. It's internet sales. Benton Enterprises. Chairman Raines asked you don't have a store front? Mr. Benton said no sir. That's what were looking for so we can grow. Chairman Raines said a lot of places that sale trailers sell utility buildings and camper tops and stuff. Are you looking at any of that? Mr. Benton said not at this time. We're selling anything right now from equipment trailers to small, tow behind your minivan, standard trailers. Chairman Raines asked if water and sewer was on the property. Mr. Benton said it's not there now, but it is available. Chairman Raines asked the Commissioners if they had any questions for the applicant. There were none.

Chairman Raines asked if any member of the public would like to speak in favor or in opposition of this rezoning request.

Tim Helline of Caroline Farms & Estates 1830 Hands Mill Highway, Rock Hill, South Carolina stepped to the podium. Mr. Helline said he is representing the landowners and they are very happy with what Mr. Benton is wanting to do with this portion of the property. He also agrees it's a good retail fit for the property.

Commissioner Howell made a motion to approve the rezoning request as presented; seconded by Commissioner Hill. Vote 7-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 11.16.21 Case# CCMA21-32 Invoice# 4496

The applicant hereby requests that the property described to be rezoned from **RG-1** to **GC**

Please give your reason for this rezoning request:

I want to Rezone this property to set up my Utility Trailer business. This Property will be used as a Retail storefront to sell all types of pull behind utility trailers (Examples: Car trailers, Dump trailers, Equipment trailers, Gooseneck trailers etc) along with related parts and Warranty repairs

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: **441**

Property Address Information

Property address: **Lot 11 JA Cochran and Hilltop**

Drive Tax Map Number: **Portion of Tax parcel 080-01-02-001-000** Acres: **4.5 +/- Acres**

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

PLEASE PRINT:

Applicant Address (s): **1241 Gold Hill Rd Fort Mill SC 29708** Telephone: [redacted] cell: [redacted]

Mail Address: [redacted]

Owner(s) if other than applicant(s): **Jewel J Colvin Estate by Art Stephenson, Mike Kinard, Greg Mobley, Kerry Colvin**

Address: **Post OFFICE Box 93 Hickory Grove SC 29717**

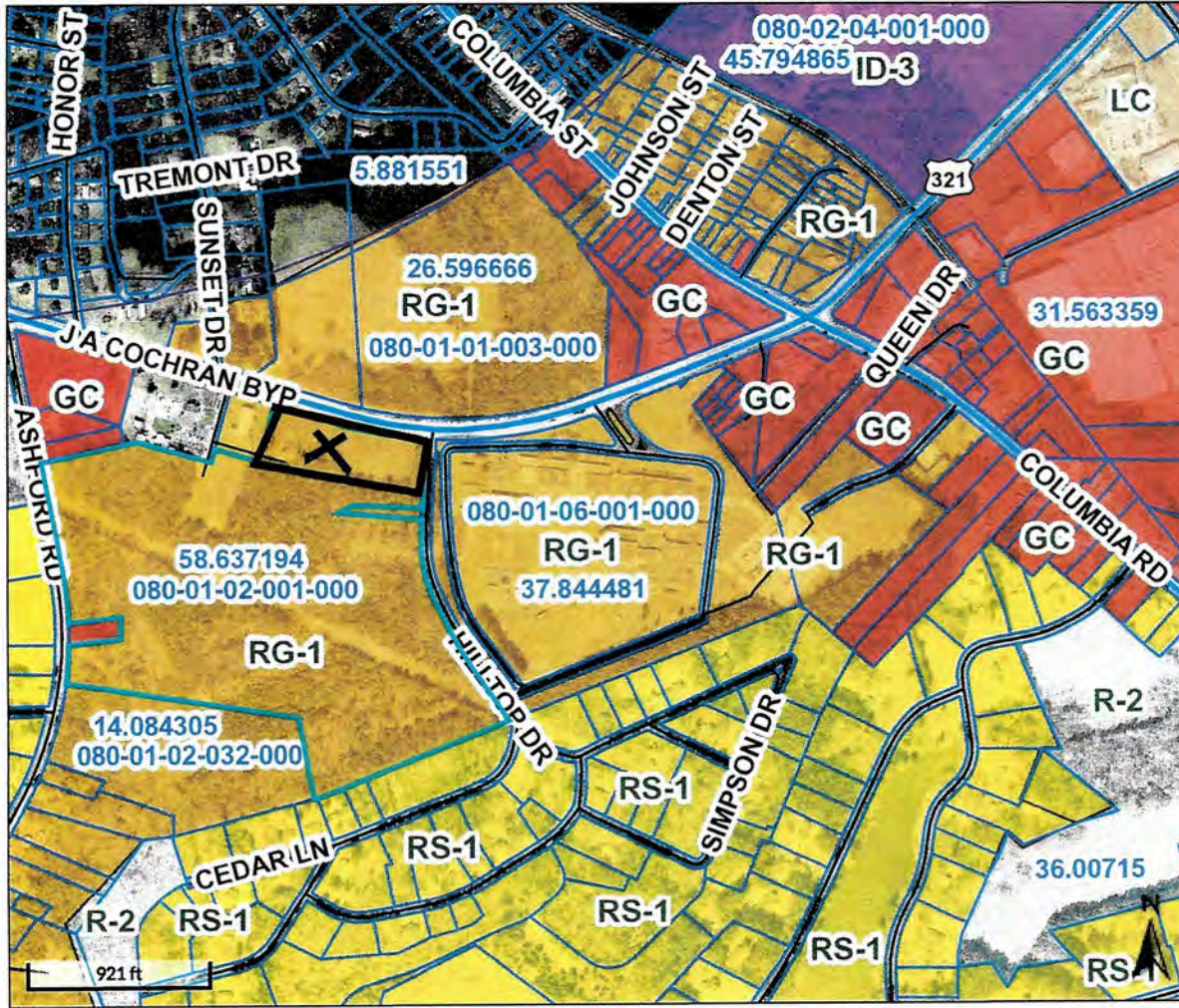
Telephone: [redacted] cell _____ work _____

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.

<p>DocuSigned by: M K. DocuSigned by: Art Stephenson BABE52A09561AC5</p>	<p>DocuSigned by: Gregg Mobley F4F9E1B0F75A4F9</p>	<p>DocuSigned by: Kerry Colvin BABE52A09561AC5</p>
Owner's signature _____	Date: _____	Date: 9/20/2021 1:22 PM PDT
Applicant signature: <u>Mitchell K Beste</u>	Date: <u>9-20-2021</u>	

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



Overview



Legend

- Roads**
- Secondary Road
 - SC Highway
 - Municipals
 - Parcels
- Chester County Zoning**
- AG
 - BI Basic Industrial
 - C1 - Central Commercial District
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 - CC Core Commercial
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 - I - Industrial
 - I1 - Industrial Distri
 - ID-1
 - ID-2
 - ID-3
 - LC
 - LI Limited Industria
 - MF Multi-family Residential
 - NC Neighborhood Commercial
 - NCH Neighborhood Commercial - Historic
 - PD Planned Development
 - R-1
 - R-2

Parcel ID 080-01-02-001-000
 Sec/Twp/Rng n/a
 Property Address

Alternate ID n/a
 Class LA
 Acreage 58.637

Owner Address COLVIN JEWEL J-ETAL
 C/O IRIS C KINARD
 1896 AIKEN CREEK ROAD
 BLACKSTOCK SC 29014

District 02
 Brief Tax Description ASHFORD RD
 (Note: Not to be used on legal documents)

Date created: 11/30/2021
 Last Data Uploaded: 11/30/2021 3:27:19 AM

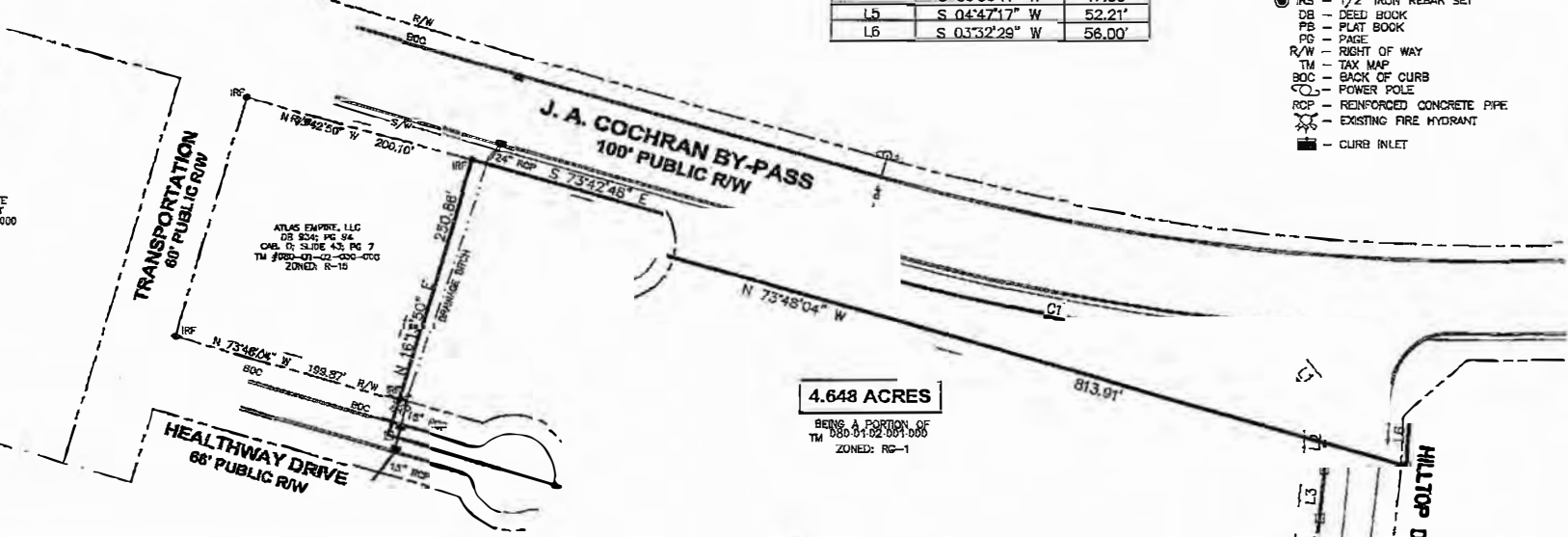
Developed by Schneider GEOSPATIAL

**Mr. Benton is requesting to rezone
 4.648 acres located along J.A.
 Cochran Bypass.
 The Preliminary Drawing is attached.**



LINE	DIRECTION	DISTANCE
L1	S 41°02'32" E	71.82'
L2	S 02°33'48" W	53.30'
L3	S 05°41'26" W	42.36'
L4	S 06°36'11" W	47.00'
L5	S 04°47'17" W	52.21'
L6	S 03°32'29" W	58.00'

- SYMBOLS LEGEND:**
- SURVEYED BOUNDARY LINE
 - - - ADJOINING LINE
 - OVERHEAD POWER LINES
 - ⊕ IRON PIPE FOUND
 - ⊙ IRON PIPE FOUND
 - ⊙ 1/2" IRON REBAR SET
 - DB DEED BOOK
 - PB PLAT BOOK
 - PG PAGE
 - R/W RIGHT OF WAY
 - TM TAX MAP
 - BOC BACK OF CURB
 - ⊙ POWER POLE
 - RCF REINFORCED CONCRETE PIPE
 - ⊕ EXISTING FIRE HYDRANT
 - CURB INLET



4.648 ACRES
 BEING A PORTION OF
 TM #080-01-02-001-000
 ZONED: RG-1

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	1994.12'	372.87'	372.32'	S 79°03'37" E	10°42'48"

JEWEL J. COLVIN, etal
 TM #080-01-02-001-000
 ZONED: RG-1

CHESTER COUNTY SCHOOLS
 TM #080-01-02-001-000
 ZONED: RG-1

**PRELIMINARY DRAWING
 NOT FOR RECORDING**

**MINIMUM BUILDING SETBACK
 REQUIREMENTS:**
 RG-1 ZONING
 FRONT - 25'
 SIDE - 10'
 REAR - 20'

**CURRENT SUBJECT
 PROPERTIES REFERENCE:**
 JEWEL J. COLVIN, etal
 TM #080-01-02-001-000
 ZONED: RG-1

NOTES:
 1. THIS PROPERTY IS SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.
 2. PUBLIC RECORDS REFERENCED ON THIS PLAN ARE ONLY USED TO VERIFY OR REESTABLISH THE BOUNDARIES OF THIS PROPERTY. NO TITLE SEARCH WAS PERFORMED BY THE STATED SURVEYOR.
 3. SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. BEFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, WETLANDS, OR ANY OTHER ABOVE OR BELOW GROUND CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
 4. UNDERGROUND UTILITY MAINS AND SERVICE LINES MAY EXIST ON THIS PROPERTY OR ADJACENT TO THIS PROPERTY, BUT ARE NOT SHOWN OR A PART OF THIS GROUND SURVEY. CALL 811 PRIOR TO ANY NEW CONSTRUCTION TO DETERMINE EXACT LOCATION OF ANY UTILITY LINES.
 5. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN PER FIRM MAP 1300204C, EFFECTIVE DATE SEPTEMBER 16, 2020.

SURVEY PREPARED FOR
JEWEL J. COLVIN, etal
 LOCATED ON J. A. COCHRAN BY PASS
 IN THE CHESTER TOWNSHIP
 CHESTER COUNTY, SOUTH CAROLINA
 OCTOBER 10, 2021
 ZONED: RG-1



GRAPHIC SCALE 1" = 100'

STANFORD SURVEYING SERVICES, LLC
 PROFESSIONAL LAND SURVEYING
 103 Sabalville Drive, Suite 125
 Rock Hill, S.C. 29730
 803.487.1024

I, William T. Stanford, Jr., a Professional Land Surveyor in the State of South Carolina, hereby state that to the best of my professional knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A Survey as specified therein, also there are no visible encroachments or projections other than shown.

Witness my original signature, license number and seal this 10th day of OCTOBER, 2021

William T. Stanford, Jr., SCPLS-17932

FARM APPRAISAL CARD

SOUTH CAROLINA

COUNTY _____

CARD _____ OF _____ CARDS

TAX MAP 80-1-2-1

80-1-2-1

JEWEL J COLVIN
IRIS COLVIN KINARD
HUGH COLVIN STEPHENSON
RICHARD ARTHUR STEPHENSON
MARY RADCLIFFE WELCH
MARGARET F MOBLEY
JOHN D MOBLEY JR
SAMUEL GREGG MOBLEY
VIRGINIA COLVIN MOBLEY
LENORA MOBLEY CRAVEN

C/O IRIS C KINARD
1896 AIKEN CREEK ROAD
BLACKSTOCK SC 29014

DISTRICT	DATE OF APPRAISAL				APPRAISER			
1-2	Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE	
TRANSFERRED FROM								
Mrs. M.A. White	194	1879				7-14	WILL	
Judgement Roll # 6085								
Mrs. M.A. Colvin	403	18	76	-	-	5-27-76	U.I.I.	
Frances Colvin Stephenson	587	287	parcels			1-6-90	8985 348	
Margaret H. Colvin - Deed of Dist	621	131	parcels			1-2-95	9385 260	
Margaret H. Colvin D.O.D.	844	308	10tr			8-12-03	9385 1260	
Mrs. B. Melvin Jr.	844	326	10tr			8-14-03	9965 122015	
Alice Colvin Radcliffe - DOD	831	23	9tr			12-15-08	0845 2000 35	
Joel Hallman Radcliffe - DOD	981	28	9tr			12-15-08	0845 2000 37	
Carlisle C. Mobley - DOD	1619	39	9tr			8-26-10	1085 2000 120	

GENERAL DATA

yr. Built
Economic Life
Condition
Quality
Annual Rent

Old Map Ref. File No.	Recap Int. Rate	Total Value
-----------------------	-----------------	-------------

PROPERTY DATA

LAND VALUATION

UTILITIES		LAND	
Static	Earth Road	Number of Acres	Number of Lots
Regressive	Railroad	Per Acre Value	Number of Front Ft.
Old	Water	Value for Acres	Per Lot Value
New	Airport	Returned Area	Per Front Ft. Value
	Buildings	Legal Area	Value for Lots
	Pavement	Planimetered Area	Value for Fr. Ft.
	Fence	Total Land Value	
	Landscaping		
	Well		
	Electricity		
	Water		
	Gas		
	Sewer		
	All Utilities		

CLASS	ACRES	PER MARKET VALUE		USE VALUE	
		Price per Acre	Total	Price per Acre	Total
1982 3T	5	147	740	575	596
6T	3	37	117	200	204
3T	3	109	327	359	357
4T	6.5	74	481	5184	5103
TOTAL	26		5994	6340	6250

ESTIMATED MARKET VALUE

LAND VALUATION BY YEAR

Number	Land Acres or Lots	Improvement	Total	LAND VALUATION BY YEAR				
				1992	1976	1904	2007	2008
15	26 Acres			228,000	228,000	375,000	380,000	375,000
Cost Approach								
Market Approach								
Income Approach								
Correlated Value								
Assessed %								
Reviewed by			Date					

Sold 4.1 ac to 80-1-2-31 on 11-19-07 Sold 1 ac to 80-1-2-30 B-B-03

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, December 6th, 2021 at 6:00PM

Agenda

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
 - a. November 12th, 2021, Special Called Council Minutes.
 - b. November 15th, 2021 Council Minutes.
4. **Citizen Comments**
5. **Public Hearing**
 - a. **3rd Reading of 2021-20** An Ordinance Adopting the 2020-2030 Chester County Comprehensive Plan.
 - b. **3rd Reading of 2021-12** An Ordinance Adopting the Requirements of The South Carolina Local Government Development Agreement Act; Creating Uniform Requirements for The County's Executing and Delivering Development Agreements; And Other Related Matters.
 - c. **3rd Reading of 2021-13** Approving the Execution and Delivery of a Project Agreement Between The County and Project Village Drive; And Other Related Matters.
 - d. **3rd Reading of 2021-14** Approving the Execution and Delivery of a Development Agreement Between The County And [Project Winchester]; And Other Related Matters.
 - e. **3rd Reading of 2021-21** An Ordinance to Prohibit Truck Traffic on Canal Road.
6. **Ordinances/Resolutions/Proclamations**
 - a. **3rd Reading of 2021-20** Ordinance Adopting the 2020-2030 Chester County Comprehensive Plan.
 - b. **Resolution** from the Planning Commission to recommend the update of the Chester County Comprehensive Plan 2020-2030.
 - c. **3rd Reading of 2021-12** An Ordinance Adopting the Requirements of The South Carolina Local Government Development Agreement Act; Creating Uniform Requirements for The County's Executing and Delivering Development Agreements; And Other Related Matter.
 - d. **3rd Reading of 2021-13** Approving the Execution and Delivery of a Project Agreement Between The County and Project Village Drive; And Other Related Matters.
 - e. **3rd Reading of 2021-14** Approving the Execution and Delivery of a Development Agreement Between The County And [Project Winchester]; And Other Related Matters.

- f. **3rd Reading of 2021-21** An Ordinance to Prohibit Truck Traffic on Canal Road.
- 7. Old Business**
- a. Updates on multiple projects – Procurement Director Susan Cok.
 - b. Discussion regarding the 90-day moratorium placed on planned development applications.
- 8. New Business**
- a. **1st Reading of CCMA21-31:** Raymond F. Reeves request Tax Map #: 079-03-02-007-000 (and to confirm tax map #: 079- 03-02-007-000 has been requested to be combined with 079-03-02-008-000 is also included) located on First Street, Chester, SC be rezoned from RS-1 (Single Family) to RG-2 (General Residential).
 - b. **1st Reading CCMA21-32:** Mitch Benton request a 4.648 portion of Tax Map #: 080-01-02-001-000 located on JA Cochran By-Pass, Chester, SC be rezoned from RG-1 (Multi Family) to GC (General Commercial).
 - c. Council to approve additional funding in the amount of \$50,000.00 be used from CPST for the Chester Library Roof Improvements – Procurement Director Susan Cok.
 - d. Council to approve the bid of ATD Restoration in the amount of \$160,000.00 + \$10,000.00 for the Chester Library Roof Improvements. – Procurement Director Susan Cok.
 - e. Council to approve the bid of ATD Restoration in the amount of \$75,000.00 + \$7,000.00 for the EMA Roof Improvements – Procurement Director Susan Cok.
 - f. Council to approve the bid of Cudd Heating and Air in the amount of \$110,413.00 for the Courthouse HVAC and \$9,334.00 for the EMA HVAC – Procurement Director Susan Cok.
 - h. Council to approve the 2022 Council/CTC meeting dates. - County Council
- 9. Boards and Commissions-None**
- 10. Executive Session**
- a. To receive legal advice regarding opioid litigation. Attorney Winters.
 - b. Discuss a contractual matter regarding Gallo.
- 11. Council Actions Following Executive Session**
- a. Action taken regarding legal advice on opioid litigation.
 - b. Action taken regarding a contractual matter for Gallo.
- 12. Council Comments**
- 13. Adjourn**

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

↓ ***PUBLIC NOTICE*** ↓

Chester County Council has relaxed some of the COVID measures put into place for personal appearances at County Council meetings but continues to encourage social distancing while in County facilities.

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes

Public Hearings:

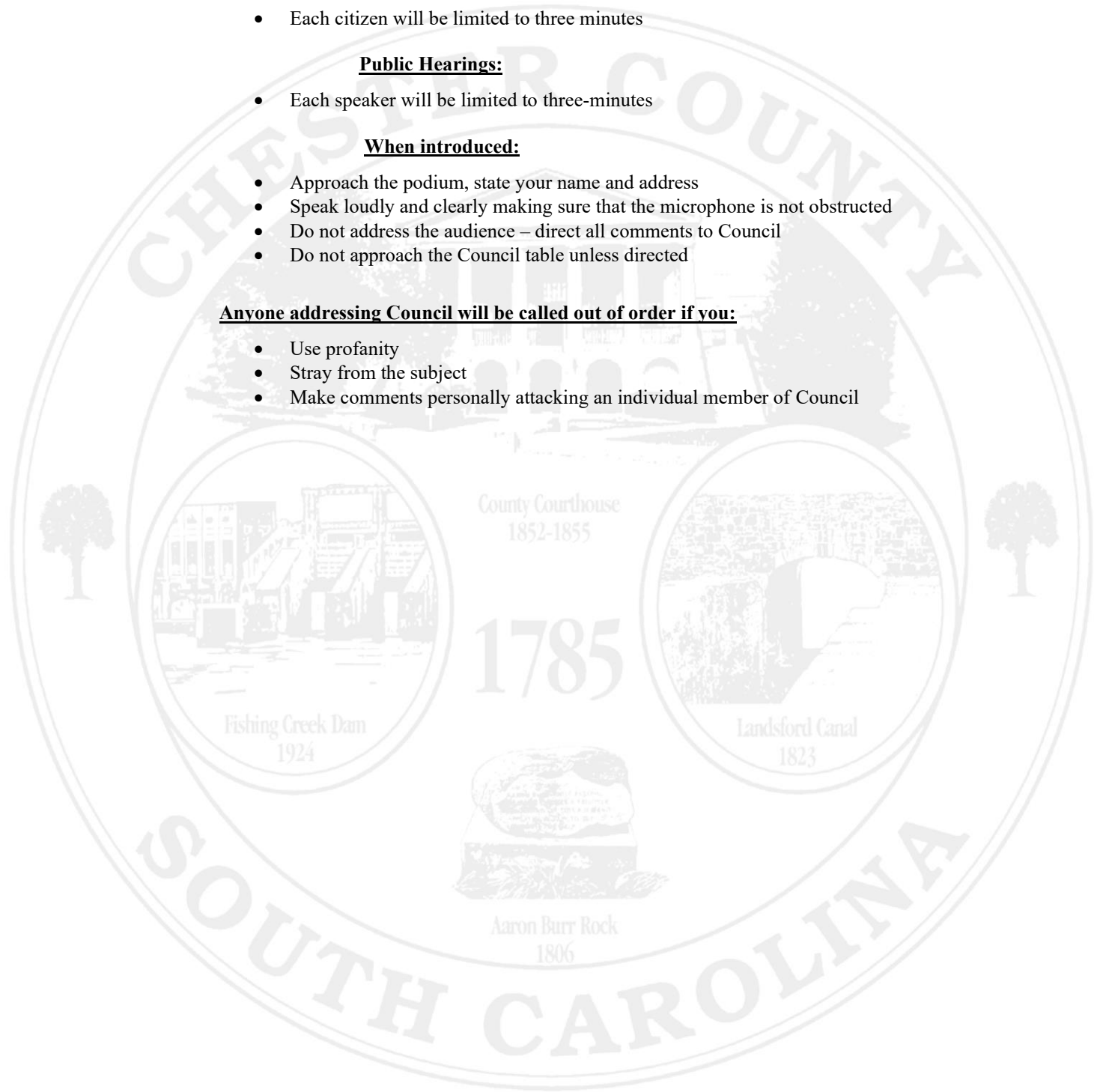
- Each speaker will be limited to three-minutes

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 SPECIAL CALLED MEETING

R. Carlisle Roddey Chester County Government Building

1476 J A Cochran Bypass- Executive Board Room

Friday, November 12th, 2021, at 9:00 AM

Minutes

Present: Interim Chairman Dr. Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman Pete Wilson, Attorney Joanie Winters, Clerk to Council Karen Lee. Councilman William Killian came in late.

- 1. Call to Order-**Interim Chairman Dr. Frederick called the meeting to order at 9:01 am.

Councilman Pete Wilson motioned to amend the agenda to include an emergency discussion of a personnel matter, second by Vice Chairman Branham. Vote 5-0 to approve.

Interim Chairman Dr. Frederick stated this would be added as c. under number 2 and c. under number 3.

- 2. Executive Session-**Vice Chairman Branham motioned to go into executive session, second by Councilman Vaughn. Vote 5-0 to approve.

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

b. To receive legal advice regarding Project Cheswick. – Attorney Winters.

c. To receive legal advice regarding a personnel matter. Attorney Winters.

- 3. Council Actions Following Executive Session-**Councilwoman Guy motioned to return to regular session, second by Councilman Jordan. Vote 6-0 to approve.

a. Action taken regarding legal advice for Project Winchester. Taken as information.

b. Action taken regarding legal advice for Project Cheswick. Taken as information.

c. Action taken regarding legal advice regarding a personnel matter. Taken as information.

- 4. Adjourn**

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

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, November 15th, 2021 at 6:00PM

Minutes

Present: Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman William Killian, Councilman Pete Wilson, County Attorney Joanie Winters and Clerk to Council Karen Lee.

- 1. Call to Order-**Interim Chairman Dr. Frederick called the meeting to order at 6:01 pm.
- 2. Pledge of Allegiance and Invocation-** Pledge was recited in unison: Councilwoman Guy gave the invocation.
- 3. Approval of Minutes**
 - a. November 1st, 2021 Council meeting.**
Councilwoman Guy motioned to approve, second by Councilman Jordan. Vote 5-1 to approve. Councilman Wilson was not present and did not vote.
 - b. November 1st, 2021 Special Called Council meeting.**
Councilwoman Guy motioned to approve, second by Councilman Jordan. Vote 5-1 to approve. Councilman Wilson was not present and did not vote.
 - c. November 4th, 2021 Special Called Council meeting.**
Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote 5-1 to approve. Councilman Killian was not present and did not vote.
- 4. Citizen Comments**

John Massey of 171 East Lacy St, Chester asked Council to consider a proclamation for November 28 that would become known as La Darius Wylie day.
- 5. Public Hearing-** Interim Chairman Dr. Frederick opened the Public Hearing.
 - a. 3rd Reading of 2021-16 Authorizing Funding for One Or More Projects According to The American Recovery Plan Act Of 2021; And Other Related Matters. No one signed up to speak.**
 - b. 3rd Reading of 2021-17 Amending Ordinance Nos. 2018-5 And 3-19-12a, To Update The Definition Of "Projects" Under an Installment Purchase Plan of Finance; And Other Related Matters. No one signed up to speak.**
 - c. 3rd Reading of 2021-18 Providing for Excess Funding to Be Used For "Projects" and/or "Capital Projects" As Provided Under Ordinance No. 2019-5, And Other Related Matters. No one signed up to speak.**

- d. **2nd Reading of 2021-14 Approving the Execution and Delivery of a Development Agreement Between The County And [Project Winchester]; And Other Related Matters.** Sara Shirley thanked Council for their continued support of the project. Interim Chairman Dr. Frederick closed the Public Hearing.

6. Ordinances/Resolutions/Proclamations

- a. **3rd Reading of 2021-16 Authorizing Funding for One Or More Projects According to The American Recovery Plan Act Of 2021; And Other Related Matters.** Councilman Wilson motioned to approve, second by Councilman Killian. Vote 6-0 to approve.
- b. **3rd Reading of 2021-17 Amending Ordinance Nos. 2018-5 And 3-19-12a, To Update The Definition Of "Projects" Under an Installment Purchase Plan of Finance; And Other Related Matters.** Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.
- c. **3rd Reading of 2021-18 Providing for Excess Funding to Be Used For "Projects" And/or "Capital Projects" As Provided Under Ordinance No. 2019-5, And Other Related Matters.** Councilwoman Guy motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.
- d. **2nd Reading of 2021-20 Ordinance Adopting the 2020-2030 Chester County Comprehensive Plan.** Councilman Vaughn motioned to approve with the changes, second by Councilman Wilson. Vote 6-0 to approve.
- e. **2nd Reading of 2021-13 Approving The Execution And Delivery Of A Project Agreement Between The County And Project Village Drive; And Other Related Matters.** Councilman Wilson motioned to approve, second by Councilman Killian. Vote 6-0 to approve.
- f. **2nd Reading of 2021-14 Approving the Execution and Delivery of a Development Agreement Between The County And [Project Winchester]; And Other Related Matters.** Councilman Jordan stated concerning the development agreement. One of the questions he had concerned the enabling act under SC code 6-29-720, which defines the PDE as a development project comprised of housing of different types and densities, and of compatible commercial uses, shopping centers, office parks, mixed use developments. And then he looked at exhibit B, which is the development plan under this agreement, and he saw that there's some open spaces, but it does reference the conceptual rezoning map. And he looked back and didn't see that maybe he looked at the wrong one. One was there was some discussion previously about Winchester, including he thought it was two acres for an EMS, school, fire in that area. And also, under the enabling act, commercial land designated as commercial for future developable development of commercial use. And he didn't see that on the exhibit B either. Attorney Michael Kozlarek stated his understanding that exhibit B was approved by council from the rezoning discussions, and he realized there was some discussion at that point in a reverter put into the zoning. So the development agreement would be consistent with what council approved. If there are some additional issues with respect to the enabling act, we can go back and look at it, but it was his understanding that it is consistent with what council approved.

Councilman Jordan stated this is not my area of the law. But I know there's some case laws out there where ordinances have been struck down for them to comply with the enabling act. He would just ask that we look at that and determine if we need to add something for commercial use in that development agreement.

Attorney Kozlarek stated not a problem at all. And Greenville County is probably the most often cited example of difficulties with their zoning, for that very reason.

Councilman Jordan stated under the requirements for the development agreement, under SC code 6-31- 60. There're certain things that have to be included, as well. And one of them is, and he has brought this issue up before and he just wanted an opinion as to how we're dealing with this. But the development agreement has to include a description of public facilities that will serve as the development, including who provides the facilities, the date in any public facilities, if needed, will be constructed and scheduled to assure public facilities are available concurrent with the impacts of the development. And there's been some discussion about the sewer capacity. As he saw the development agreement, it does not include, you know, the future public facility, and who's going to provide it, he saw where it certainly states that the county isn't providing it, which, you know, thank you for including that. But what do we need to do to address that issue?

Attorney Kozlarek stated we need to go back to the developer to ensure that both the municipal district and wastewater recovery are going to provide those services. You're correct. It is not specifically stated in this document, because the county wouldn't be adopting the approval for another governmental entity to provide those services. But we can certainly get some sort of letter representation that those services will be provided or the timeline for that service to be provided. Councilman Vaughn motioned to approve, second by Councilman Killian. Vote 5-1 to approve. Councilman Jordan opposed.

g. 2nd Reading of 2021-21 An Ordinance to Prohibit Truck Traffic on Canal Road.

Councilman Wilson stated he had a couple of things. We did a similar ordinance relating to the Village Drive a while back. He had the same concerns, the one thing the ordinance states is six or more tires. And there's plenty of people that drive dually trucks as passenger vehicles. He asked that it be changed to 10 or more tires, it would still keep with what we are trying to be accomplished here. This is also minor, but it says trucks may enter Canal Road to deliver or pick up freight from businesses located within the zone. He thought it should be homes or businesses because there's plenty of, washing machines, refrigerators being delivered as well. So not a big deal. And maybe we could have those changes for third reading. Councilman Jordan stated I wouldn't have a problem with those changes, he motioned to approve with the changes, second by Councilman Vaughn. Vote 6-0 to approve.

7. Old Business

a. From CCTC meeting 11-15-2021

1. Action regarding extra allocated money from SCDOT for roads.

Councilman Vaughn motioned to approve Oliphant Lake Road, Hall St, Tate Drive, Cessna and Luscombe Road, second by Vice Chairman Branham.

2. Action taken to reimburse the Road Department for road maintenance in the amount of \$18,093.28 dollars. Vice Chairman Branham motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.

3. Action taken to reimburse the Recycling Department for recycling material in the amount of \$1259.69. Councilman Guy motioned to approve, second by Councilman Killian. Vote 6-0 to approve.

8. New Business

a. Discussion regarding security at the Magistrate Court on Dawson Drive- Councilman Jordan.

Councilman Jordan stated you may remember we looked into security at the magistrate's court on Dawson drive in 2018. And we had actually allocated some funds. What we were looking at doing was basically restructuring the concept of the courtroom currently, when someone enters the courtroom, you can almost reach out and touch the judge, as you walk in the door. And so that the courtroom layout is not far from ideal. I've had hearings there. And it's just not a very safe layout. And so, back at the time, we looked into it, members of council went down toured it. He stated he was not aware of this but at the time the Chief Magistrate decided not to move forward with the project. The current Chief Magistrate Garis has brought this issue up again, and it is an ongoing problem. A judge should not be on the bench having to worry about someone coming in the door who can reach out and grab him or her. The Sheriff is here tonight as well. He may want to chime in on this issue, a first step would be obviously to reconfigure the courtroom. He didn't think the funds were still there and have been reallocated based on Chief Magistrate at the time not wanting to move forward.

Treasurer Tommy Darby stated there were funds allocated for that project. I think it was roughly \$90 to \$100,000 allocated for that reconfiguration. I think in January of 19, our supervisor at the time received a letter from Judge Underwood who requested that they abandoned that project. The supervisor went back to council and had those funds reallocated; I believe to the animal shelter. It was a list of projects that were complete. And he thought it was about \$125,000, that they moved to another project. That was done in February of 19. And that was done by resolution by council. Just some history on those funds or that project, that are not available now.

Sheriff Dorsey stated he had spoken with the Special Services Captain who's responsible for courthouse security. He says 95% of the time magistrates request security there, we put somebody there, but we don't have the resources to have someone there all the time. He urged council to do an assessment. There are a lot of security needs, at the main courthouse in there building, they have detention center issues that are being studied right now. So that may be a part of some more assessments that need to be made on the entire building. Due to the structural problems that have been recognized recently. He asked Council not to commit any funds right now. Until they have a full picture of what that building needs.

Mr. Darby stated he believed there was an assessment done of the courtrooms. We can try to pull all that information back up and see where it's at, and what they did before.

Councilman Jordan stated to have it back on the agenda that for the second meeting in January and have the other information as well.

b. Update on glass, cardboard not being recycled. Councilman Jordan.

Recycling Director Katie Fischer stated she was in full transparency for the citizens of Chester County, she gave a breakdown on the history of the whole glass and cardboard. In March 2020, we stopped due to COVID-19, because there just was not a market for it. A lot of places just weren't accepting it. Going forward around May of 2021 is when the market picked back up. Once I came into this position, we have been working diligently with Sunoco recycling out of Columbia and other counties to see the kind of work through the logistics of what they do so that we can make sure that we're moving forward and into the future with recycling for Chester County. Honestly, glass, there's no market right now for glass. She stated she had a meeting with Carol Gilchrist from Sunoco recycling tomorrow at one of the recycling centers, they we're going to be working on a restructuring plan that hopefully will be set up and enrolling by early to 2022. So that will start recycling cardboard and commingle material. Then if I can, I would like to remind the citizens for the household hazardous waste day, will be March 26. And we will be having shredding that day as well. We'll be putting it on the county's website and Facebook and all that, as you know, time gets closer.

Councilman Jordan asked if there was a timeline for the cardboard to start backup.

Mrs. Fischer stated before 2022, she would reach out to Karen Lee for a closer date so she could pass it on to Council.

9. Boards and Commissions

a. Appointment to the Chester Metropolitan District Commission. - County Council

Dr. Frederick stated there were three applicants for one seat, he would call the name, that's the person of your choice, then you just signify by raising right hands and say aye. Vice Chairman Branham motioned for Interim Chairman Frederick to call out the names and each one votes for their preference, second by Councilman Jordan. Vote 6-0 to approve. Dr. Frederick stated all those in favor of David Shinn raise your right hand and say aye, Councilman Wilson, Vaughn and Branham voted for Mr. Shinn. Dr. Frederick stated all those in favor of Marty King raise your right hand and say aye, Councilwoman Guy voted for Mr. King. Dr. Frederick stated all those in favor of Pete Skidemore raise your right hand and say aye, Councilman Killian and Jordan voted for Mr. Skidemore. Mr. Shinn received the most votes and was appointed to the Chester Metropolitan District Commission.

10. Executive Session- Councilman Jordan motioned to go to executive session, second by Vice Chairman Branham. Vote 6-0 to approve.

- a. To receive legal advice regarding Project 2058. Attorney Winters.
- b. To receive legal advice regarding a contractual matter in the Sheriff's Office. Attorney Winters.
- c. To receive legal advice regarding a personnel matter. Attorney Winters.

11. Council Actions Following Executive Session- Councilman Jordan motioned to go to back to regular session, second by Vice Chairman Branham. Vote 6-0 to approve.

a. Action taken regarding legal advice for Project 2058.

Vice Chairman Branham motioned to allow the economic development to proceed, second Councilman Killian.

b. Action taken regarding a contractual matter at the Sheriff's Office.

Councilman Vaughn motioned to approve pending legal review, second by Vice Chairman Branham. Vote 6-0 to approve.

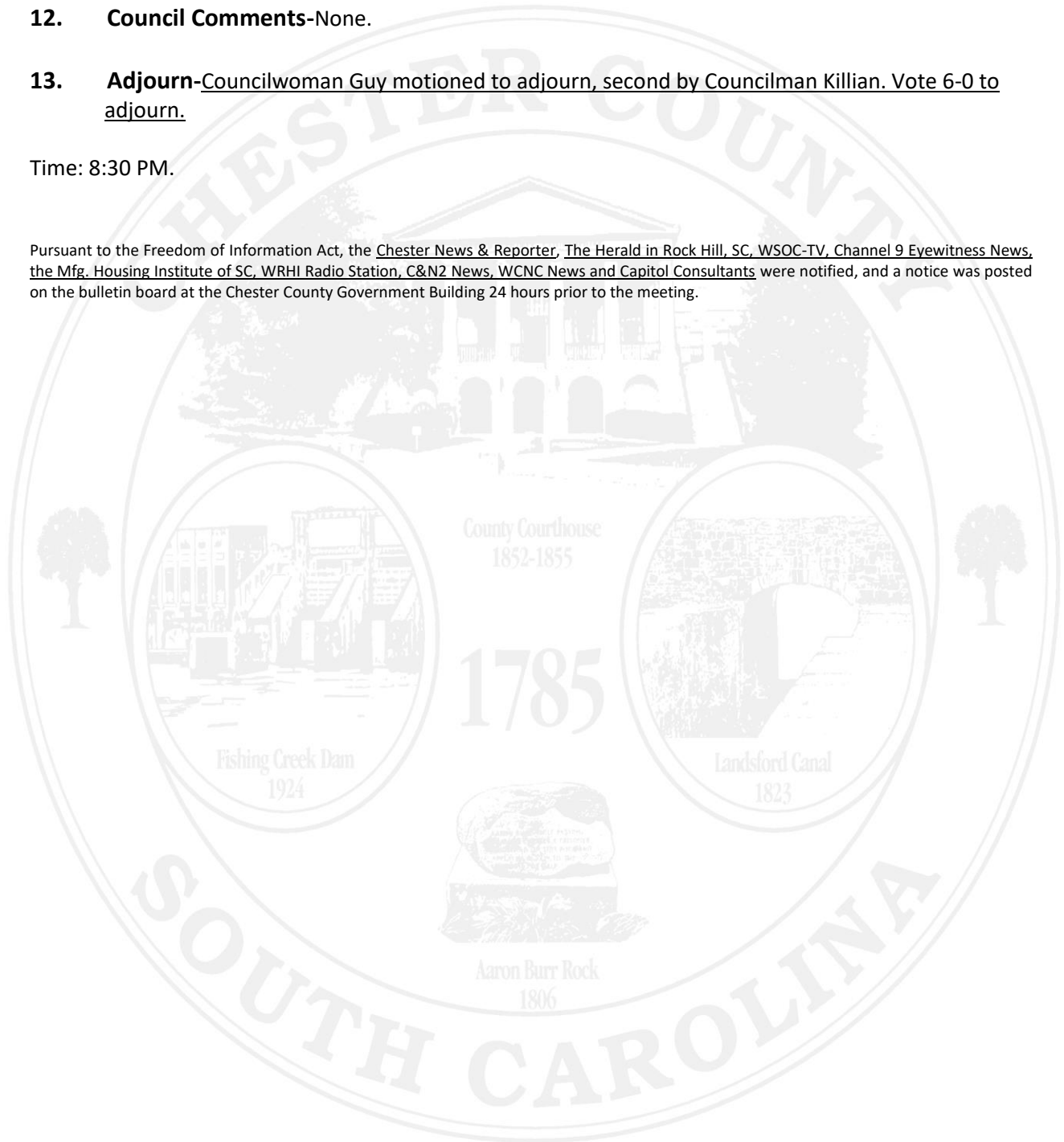
c. Action taken regarding legal advice of a personnel matter. Taken as information.

12. Council Comments-None.

13. Adjourn-Councilwoman Guy motioned to adjourn, second by Councilman Killian. Vote 6-0 to adjourn.

Time: 8:30 PM.

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





Chester County

**Comprehensive
Plan 2020-2030**

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CHAPTER 1 INTRODUCTION

The **Chester County Comprehensive Plan 2020-2030** is organized into three sections that collectively encompass the intent and requirements prescribed by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended.

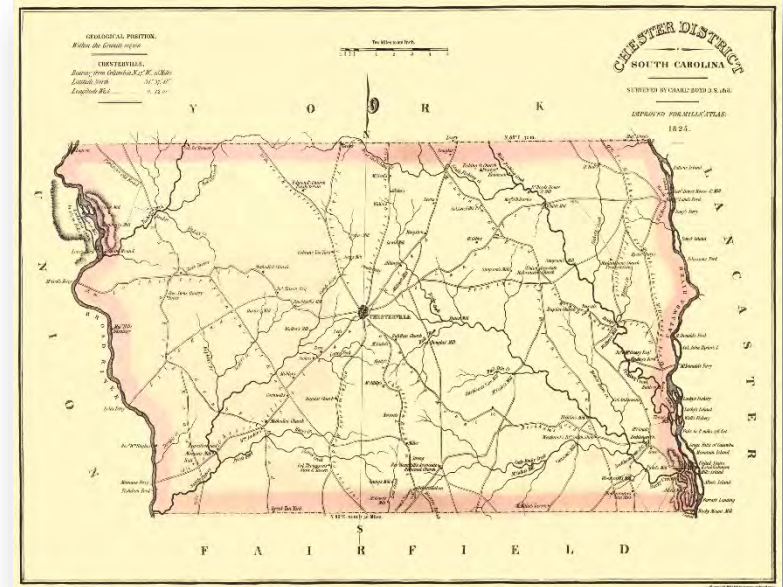
- Existing Conditions: the thorough documentation of historical trends and data provides a snapshot of Chester County which provides background and context for the other two sections.
- Public Engagement: the permanent record of efforts to engage the community so that this plan reflects local values.
- Strategic Action Plan: a focused plan of action for improving, protecting, and enhancing the livability of Chester County.



This format is a departure from the conventional practice of having individual elements that cover particular topics such as Population, Housing, or Transportation. This plan’s organization is intended to facilitate an action-oriented approach centered on three key themes—Housing, Economic Development, and Public Facilities & Services—with specific policies, projects, or services that can be started as soon as partners and resources are identified. Likewise, the number of action items, and timeframes for implementation have been adjusted to encourage completion so that new opportunities and items can be added in future years.

CHAPTER 2 EXISTING CONDITIONS

The following description of Chester County's Existing Conditions provides a context for the plan's recommendations. This collection of data and analysis is a tool to educate community residents on the current status and needs of the county. A sound information base establishes a foundation to measure the extent of resources that are necessary to address the needs of the county. The information presented in this document was drawn from a variety of sources including community stakeholders and county representatives as well as data sources such as ESRI and US Census Bureau.



County Historical Context



Chester County, South Carolina, had its beginning in 1750 when the Scots-Irish from Pennsylvania and Virginia settled on Rocky Creek and Fishing Creek. The area that is Chester County today was originally part of Craven County, one of the three original counties established by the Lords Proprietor of the English colony of Carolina in 1682. In 1785, the state was divided into 37 judicial districts and Chester County came into existence.

Chester was one of seven counties created in 1785 from the old Camden Judicial District. Situated in the rolling hills of South Carolina's eastern Piedmont, Chester County is bound on the east by the Catawba River and on the west by the Broad River. The County is unique because its borders have never been altered, and its distinct rectangular shape is unique among South Carolina counties.



Chester County Courthouse
Photo Credit: U.S. National Register of Historic Places



Chester County Transportation Museum
Photo Credit: Joseph C. Henson Photography



Catholic-Presbyterian Church:
Photo Credit: South Carolina Department of Archives and History.



Landsford Canal State Park
Photo Credit: Trover

CHAPTER 3 DEMOGRAPHICS

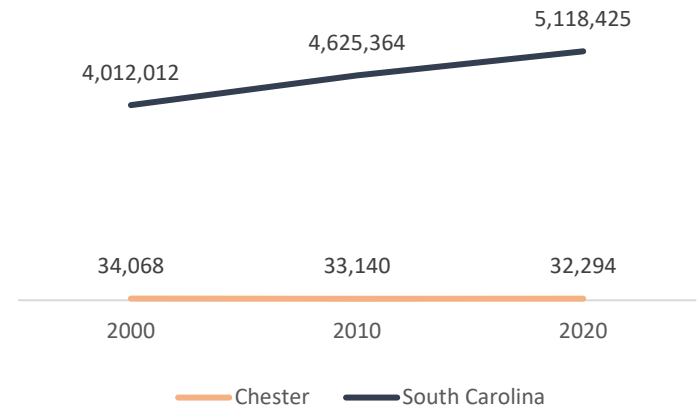
POPULATION

- Chester County's population peaked during the 2000 Census at 34,068 people. In 2010 Chester County's population decreased by 2.7% to 33,140. By 2020, the estimated population decreased again slightly by 2.6% to 32,294 people. However, with the Knight's Bridge, Walker's Mill, and other housing development construction underway, Chester County is expecting to experience sustained growth in the next planning period.
- While Chester County decreased in population by 5.21% since 2000, statewide, South Carolina experienced a 27.6% increase in population, growing by 1,106,413 people between 2000 and 2020.
- Chester County municipalities have also experienced a slight decline in population over the 2000 and 2010 Censuses. Thus, the declining population is indicative of both incorporated and unincorporated areas of the County. However, **with projected new growth in the city of Chester, the exit 65 area and the Great Falls Area, motivated by nature-based tourism, the new residents moving into the area should reverse this towards a positive trend.**
- Between 2000 and 2019, the City of Chester's population declined by 13.6%, Great Falls by 9.8%, Lowrys by 6.8%, and Richburg by 21.7%. Fort Lawn increased its population by 3.0%. It is important to note that with small population sets, even the smallest change in population may show an exaggerated positive or negative impact.

DIVERSITY

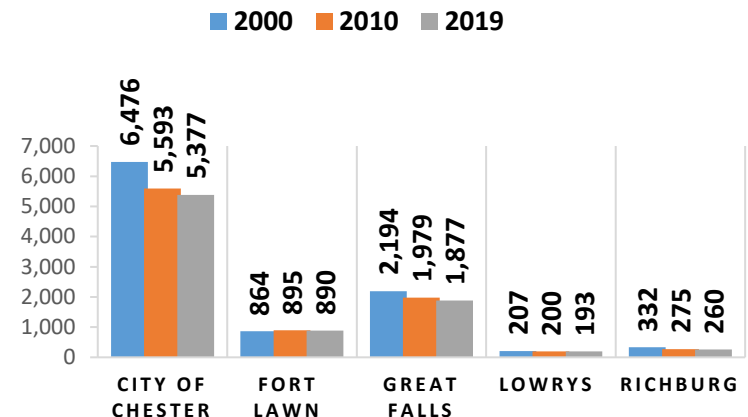
- Chester County's population is primarily comprised of two racial groups, white and black. The 2020 Census, racial demographics indicate that 58.1% of the population identify as white alone, 35.1% identify as black, 4.5% identify as being of mixed race, and 1.5% of the population was identified as being of another race,

POPULATION 2000-2020



Source: US Census Bureau and American Community Survey

MUNICIPAL POPULATION CHANGE, 2000-2019



Source: US Census Bureau and American Community Survey

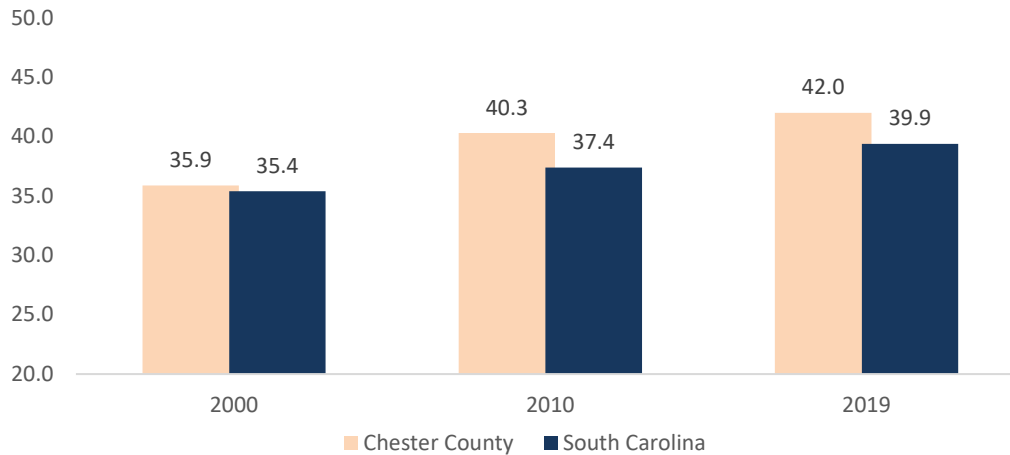
Note: At the time of publishing limited release of 2020 census

AGE

- In 2000, Chester County primarily had the same age cohorts as the state. The largest discrepancy in age statistics was the 5-19 (1.3% higher) and 20-64 age cohorts (2.0% lower).
- In 2019, Chester's age ages 20-64 cohorts continued to mirror South Carolina's by increased by 3.6%; individuals 65 years of age and older increased by 4.2%.

Note: At the time of publishing limited release of 2020 census data had occurred.

Median Age, 2000-2019



Source: US Census 2000, 2010, and 2019

AGE COHORTS

2000		
Age	Chester County	South Carolina
< 5	6.7%	6.6%
5-19	23.0%	21.7%
20-64	57.6%	59.6%
65+	12.7%	12.1%
2010		
Age	Chester County	South Carolina
<5	5.7%	6.6%
5-19	21.2%	20.3%
20-64	53.0%	59.9%
65+	14.0%	13.2%
2019		
Age	Chester County	South Carolina
<5	5.6%	5.8%
5-19	19.6%	19.1%
20-64	56.6%	57.9%
65+	18.2%	17.2%

Source: US Census 2000, 2010, and 2019 American Community Survey

- Chester County’s median age increased from 35.9 in 2000 to 42 in 2019.
- In 2000, 9.7% of Fort Lawn’s individuals were under 5 years of age, the highest of all county municipalities. Fort Lawn also had the highest percentage of individuals ages 20-64 at 60.4%.
- By 2019, Lowrys had the most individuals above age 65 at 21.5%.
- In 2010, Chester had the highest percentage of individuals ages 20-64 at 64.2%.
- Fort Lawn saw the largest increase of senior citizens with the total amount rising by 10.9% during the decennial census period.
- In 2019, Great Falls had the highest percentage of individuals under 5 years old with 12.8%.
- Lowrys experienced the largest increase in median age between 2000 and 2019 at 24%.

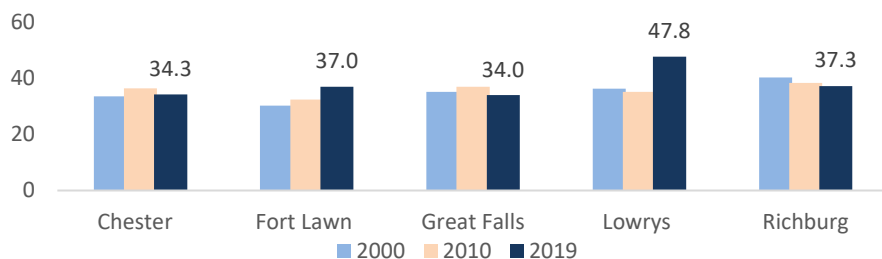
MUNICIPAL AGE COHORTS					
2000					
	Chester	Fort Lawn	Great Falls	Lowrys	Richburg
< 5	7.6%	9.7%	7.8%	8.7%	4.8%
5-19	24.7%	23.0%	22.9%	19.8%	22.8%
20-64	55.6%	60.4%	52.2%	57.9%	56.1%
65+	12.1%	6.9%	17.2%	14.0%	16.3%
2010					
	Chester	Fort Lawn	Great Falls	Lowrys	Richburg
< 5	5.3%	7.4%	7.4%	3.3%	11.4%
5-19	17.4%	27.4%	28.5%	32.3%	21.6%
20-64	64.2%	59.0%	50.5%	53.1%	51.7%
65+	13.1%	6.2%	13.5%	11.0%	15.3%
2019					
	Chester	Fort Lawn	Great Falls	Lowrys	Richburg
< 5	7.2%	9.3%	12.8%	1.6%	7.3%
5-19	18.2%	15.9%	19.0%	12.9%	21.0%
20-64	59.6%	57.9%	54.8%	64.0%	54.9%
65+	14.9%	17.0%	13.4%	21.5%	16.8%

Source: US Census 2000, 2010, and 2019 American Community Survey

Source: US Census 2000, 2010, and 2019 American Community Survey

Note: At the time of publishing limited release of 2020 census data had occurred.

Municipal Median Age, 2000-2019



Source: US Census 2000, 2010, and 2019 American Community Survey

HOUSEHOLDS

- In 2019, there were 12,653 households in Chester County, a 1.76% decrease from the 12,880 households in Chester County during the 2000 decennial Census.
- In 2000, 78.4% of Chester County housing was owner-occupied. By 2019, this had dropped to 76.1%, but it was still much higher than the national homeownership rate of 64.0%.

In 2000, the average Chester County household size was 2.62 persons, while in 2019, Chester County's household size fell by 4.52%, to 2.5.

- The municipalities of Chester and Lowrys experienced the largest decrease in families at 23.7% and 18.6% respectively between 2010 and 2019.
- Fort Lawn and Richburg experienced an increase in number of households and families between 2000 and 2019.
- In 2019, 47.6% of Chester County's housing was owner-occupied
- Overall, Chester County has experienced a 1.76% increase, and South Carolina has experienced a 25.3% increase in total households during the same period between 2000 and 2019.
- **With new projected growth in the City of Chester, Richburg and Great Falls, the County should see positive growth in total households as new Census data is released.**

Note: At the time of publishing limited release of 2020 census data had occurred.

A **household** is defined as an occupied housing unit that includes all persons who occupy that unit. Occupants do not have to be related to form a household.



INCOME

Chester County
Income at a Glance
(2019)

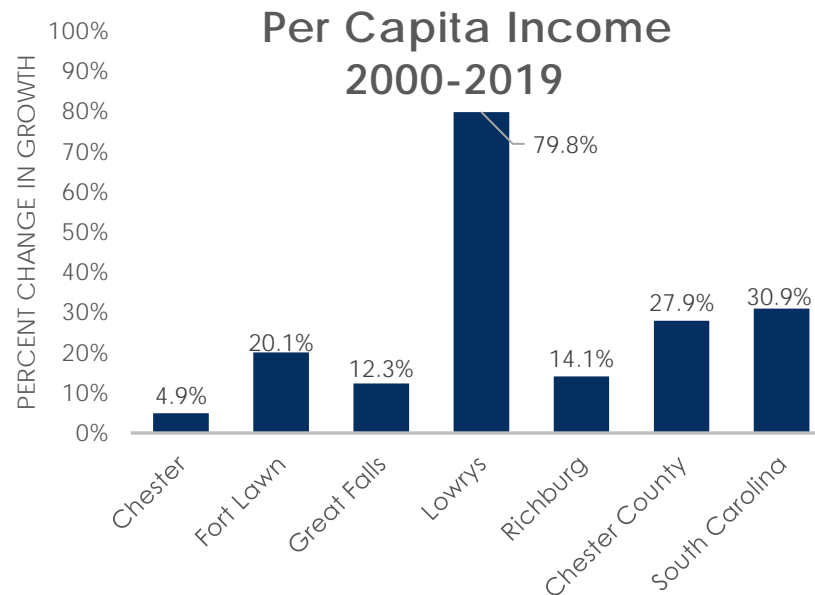
\$42,442
Median
Household
Income

\$54,235
Average
Household
Income

\$22,234
Per Capita
Income

17.7%
Families
Below
Poverty
Line

- In 2019, the median household income for Chester County was \$42,442. The state average was \$53,199.
- Between 2000 and 2019, Chester County's median household income increased by 30.9% while the state's household income increased by only 11.4%.
- In 2019, the average household income for Chester County was \$54,235. The state average household income was \$78,188.
- Chester County's median family income increased by 29.1% during the planning period.



Source: US Census 2000, 2010, 2019 American Community Survey

Note: At the time of publishing limited release of 2020 census data had occurred.

Per capita income measures the average income earned per person in a given area (city, region, country, etc.) in a specified year.

Household Income measures total gross income of all occupants of a housing unit.

Family Income measures total gross income of all occupants related by family within a housing unit.



Confederate Chester Gun
Photo Credit: Chester County Historical Society

HOUSING

14,601
Housing
Units
(2020)

11,250
Owner
Occupied

2,543
Renter
Occupied

\$661
Median
Gross Rent

Source: US Census 2000, 2010, and 2019 American Community Survey

- In 2020, there were 14,601 housing units in Chester County, an increase of 227 units from 2000 to 2020. Though an increase in units has occurred, the population fell during this same period. This can be explained by the drop in average household size.
- 85.0% of Chester County's units were occupied in 2010. In 2020, this increased slightly to 88.5%.
- In 2019, Chester County's owner-occupied housing unit rate was 76.1%, which was higher than South Carolina's 69.4% rate. This is, however, down from a 78.4% rate in 2000, which represents a 2.9% decline.



Source: Chester County

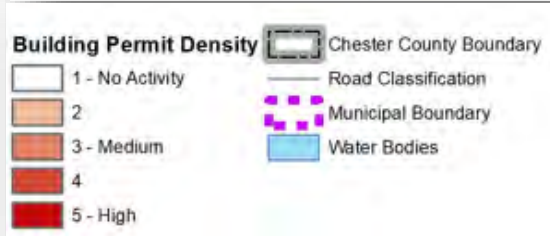
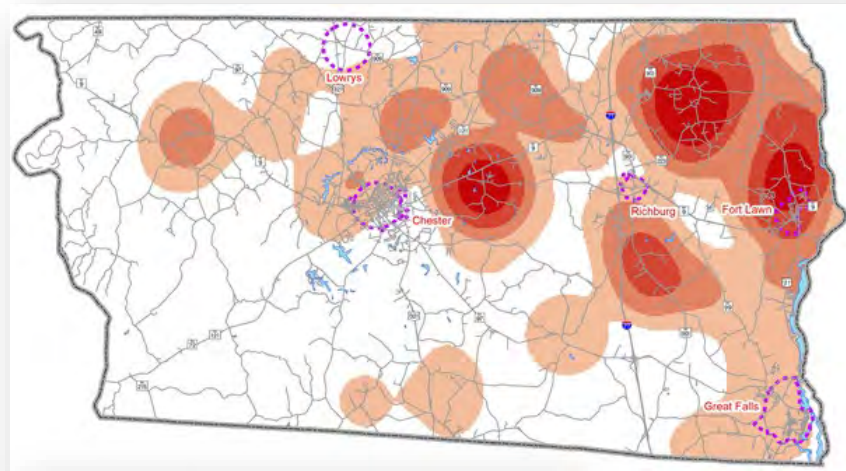
Note: At the time of publishing limited release of 2020 census data had occurred.

- In 2019, 72.4% of all housing units in Chester County were single-unit, which is better than the state's 66.3% rate. However, 20.4% are mobile homes versus the state's 16.2%. [<https://censusreporter.org/profiles/05000US45023-chester-county-sc/>]
- Chester County's median household value in 2019 was \$95,600. The state's median household value was \$162,300. This discrepancy is due in part to the age of housing structures in Chester County. As of 2019, 65.5% of the housing structures were built pre-2010 compared to the state's 49.3%. [<https://censusreporter.org/profiles/05000US45023-chester-county-sc/>]
- In 2019, Chester County's median gross rent was 18.7% of the median household income of \$42,442 (Monthly gross median rent X 12 Months and then divided by median household income). Statewide, the median gross rent is 20.2% of the median household income.
- For housing units with a mortgage in Chester County, 27.6% of income goes to housing costs (Median monthly owner costs X 12, divided by median gross income). The statewide costs totaled approximately 28.1%.

BUILDING PERMITS

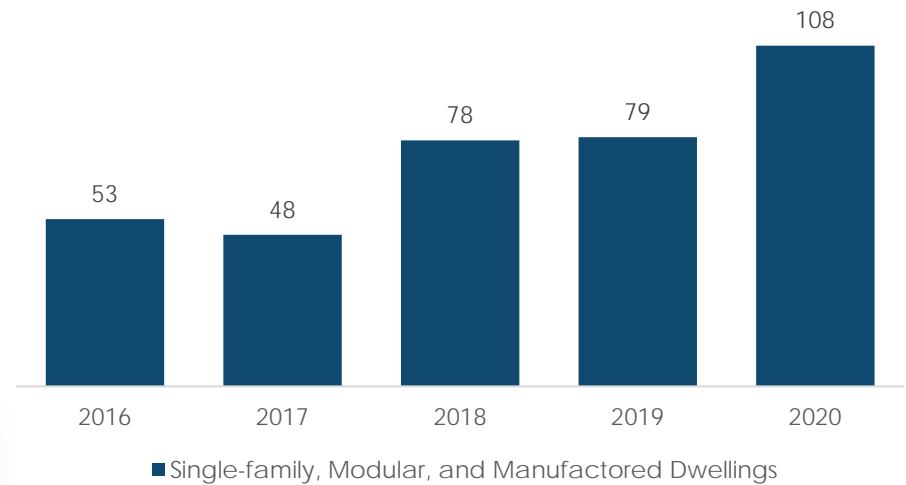
Building permit data was supplied by Chester County building and planning officials. The numbers shown reflect the current and historical records since 2016. Over the past five years, a pattern has emerged that reflects a more than a 100% increase in the number of single-family permits between 2016 and 2020. This information is intended to function as an assessment tool to analyze growth patterns and community needs.

**CHESTER COUNTY
NEW SINGLE-FAMILY DWELLINGS 2020**



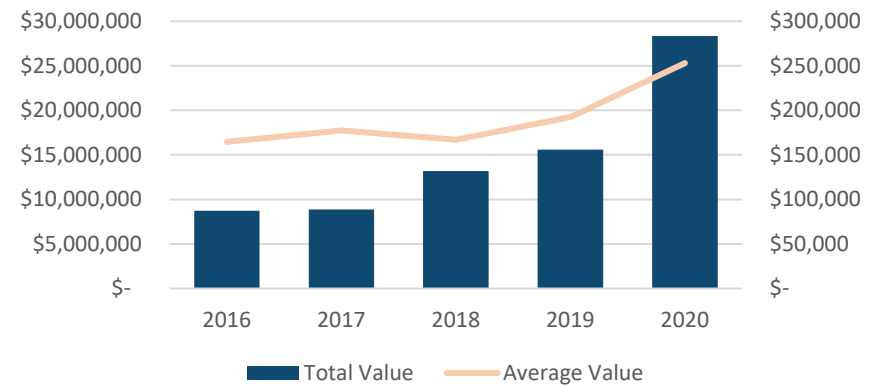
Source: Chester County/CRCOG

Chester County Single-family Residential Permits 2016-2020



Source: Chester County/CRCOG

Value of Single-family permits 2016-2020 in Chester County



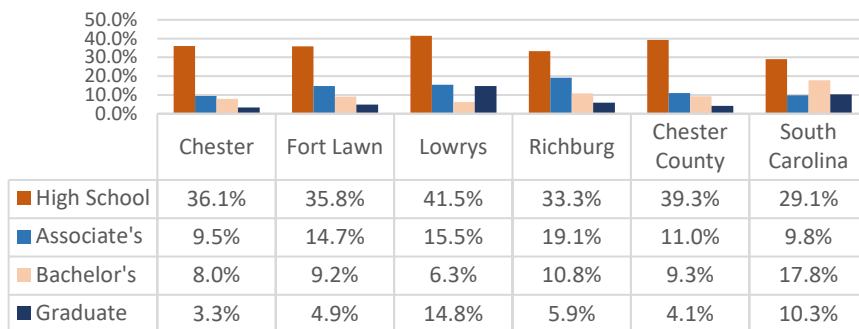
Source: Chester County/CRCOG

CHAPTER 4 EDUCATION

- In 2019, for 39.3% of Chester County’s population 25 years of age or older the highest educational attainment level was a high school diploma or GED; the statewide rate was 29.1%. Approximately 82.1%, of the same age group, has high school/GED equivalency or greater, statewide the percentage is slightly higher at 87.5%
- 11% of Chester County and 9.8% of South Carolina received an associate’s degree as the highest level of education.
- 9.3% of Chester County attained the equivalency of bachelor’s degree, while the state average was 17.8%.
- 4.1% of Chester County received a graduate degree, while 10.3% of the state received the same level of education

- Of the localities in Chester County, Great Falls had the highest percentage of individuals with educational attainment equivalent to a high school diploma or GED at 43%. Richburg had the highest percentage of individuals with an associate’s degree at 10.8%.
- Approximately 36.1% of the City of Chester's population attained a high school diploma or GED, while 9.5% of the population attained an associate’s degree.
- Although Lowry's had the lowest percentage of individuals with a bachelor's degree at 6.3%, it had the highest number of individuals among the municipalities with a graduate degree at 14.8%.

Highest Educational Attainment 2019 25 years of age and older



Source: US Census 2000, 2010, 2019 American Community Survey



Chester Senior High School
Photo Credit: Chester County

- The Chester County School District has approximately 5,110 students with more than 779 full- and part-time employees.
- In 2019, 464 teachers worked in the 11 schools that make up the district.
- From the fiscal year FY 2012-2013 school year to FY 2019-2020, overall enrollment decreased by 6.15%.
- To maintain, renovate, or fund new facility construction, Chester County School District has completed a district-wide Facility Needs Assessment to identify improvements for facilities to support the district's educational goals and student outcomes.



Lewisville Middle School
Photo Credit: Chester County

Chester County Public Schools

PRE-KINDERGARTEN – 5th Grade

- GREAT FALLS ELEMENTARY SCHOOL
- LEWISVILLE ELEMENTARY SCHOOL
- CHESTER PARK CENTER OF LITERACY/SCHOOL OF INQUIRY/SCHOOL OF THE ARTS

MIDDLE SCHOOLS

- GREAT FALLS MIDDLE SCHOOL
- LEWISVILLE MIDDLE SCHOOL
- CHESTER MIDDLE SCHOOL

HIGH SCHOOLS

- GREAT FALLS HIGH SCHOOL
- LEWISVILLE HIGH SCHOOL
- CHESTER HIGH SCHOOL

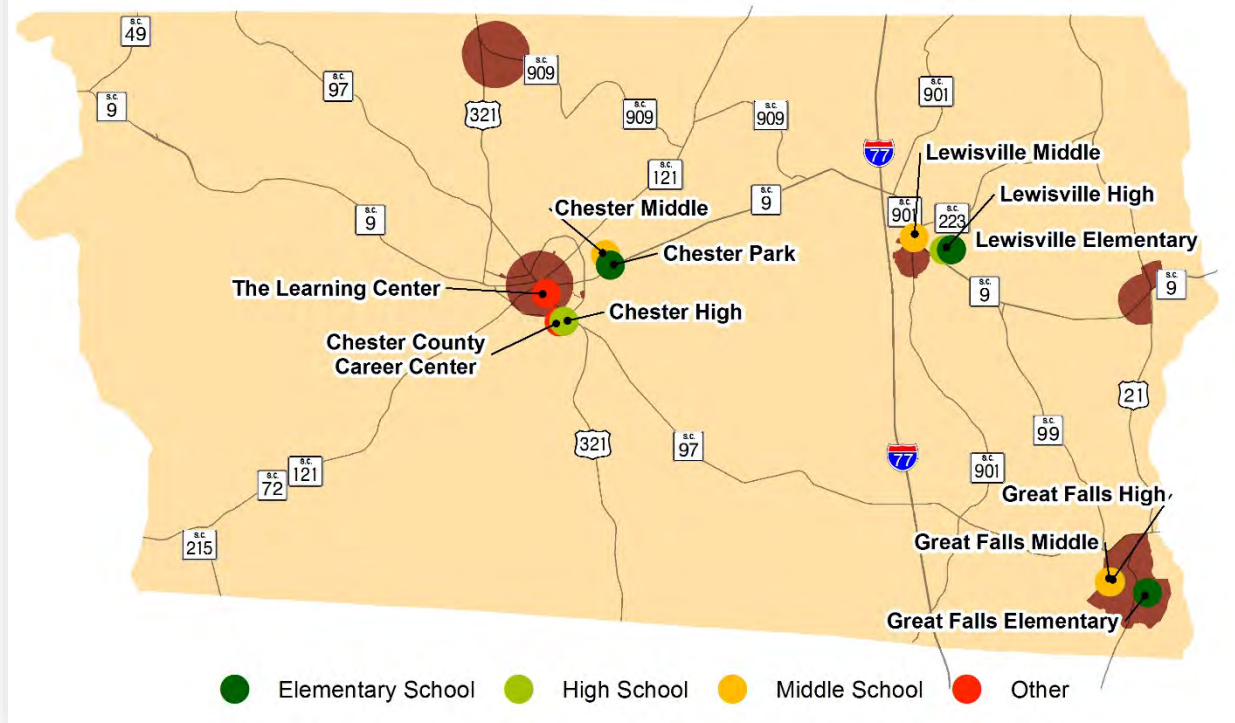
OTHER SCHOOLS

- THE LEARNING CENTER
- CHESTER CAREER CENTER

HIGHER EDUCATION

- YORK TECHNICAL COLLEGE: CHESTER CENTER

Public Schools Map



York Technical College offers both credit and non-credit courses at its satellite campus in Chester. Additionally, students are offered the majority of services provided at its primary campus.

CHAPTER 5 ECONOMIC CONDITIONS

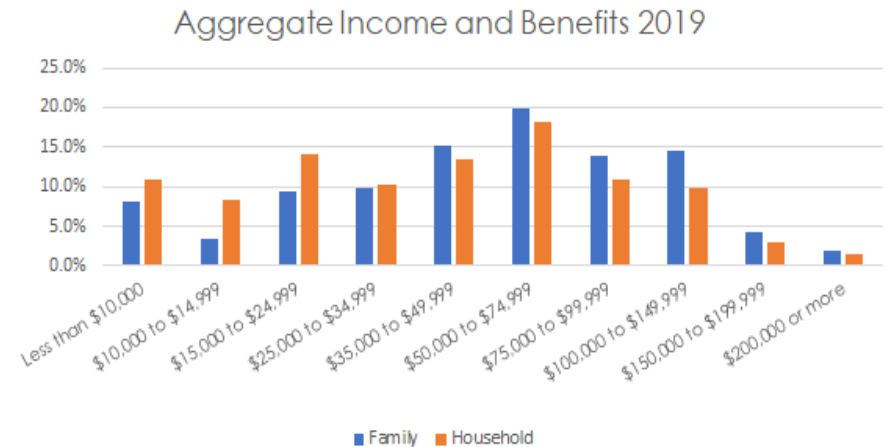
Occupation

- In 2019, Chester County had 13,196 civilian employed individuals in the work force of 16 years of age and over.
- Approximately 99.9% of the county labor force were in civilian jobs; the remaining 0.1% were employed by the armed forces.
- 45.9% of Chester’s population ages 16 and older are not in the labor force. Statewide, the average is 39.5%
- A significant portion of Chester County’s labor force, by industry, consists of manufacturing (23.5%), educational services, and health care and social assistance (19.1%) and retail trade (11.5%). This data is illustrated in the tree map graph on the following page.

Note: At the time of publishing limited release of 2020 census data had occurred.

Income and Benefits

- In 2019, 28,722 individuals employed in Chester County had some form of health insurance. Of this number, 59% had private health insurance; 42.5% had public insurance.
- The mean social security income was \$17,969, while the mean retirement income was \$18,623.



Source: US Census 2000, 2010, and 2019 American Community Survey

Tree Map of Employment Percentage by Industry, 2019



Source: 2019 American Community Survey

CHAPTER 6 COMMUNITY ASSETS AND FACILITIES



Chester County Historical Society Museum
Photo Credit: SC Great Outdoors



Spider Lilies – Lansford Canal State
Park
Photo Credit - CRCOG



Chester State Park
Photo Credit: Discover South Carolina

Chester County Library System

The Chester County Library is a county-wide free public library system governed by a seven-member Board of Trustees. The system includes the following libraries: Chester County Library, Great Falls Community Library, Lewisville Community Library, and a multi-stop bookmobile.

- **GREAT FALLS:** In 1927, Great Falls Community Library was opened by adult education advocate Wil Lou Gray.
- **LEWISVILLE:** Lewisville Community Library opened in 1997 in response to rapid growth in the Richburg/Lewisville area. This library is often visited by travelers on Interstate 77 and is well used by local individuals.

Chester County Historic Society Museum

The Chester Historic Society Museum and Archives is housed in the 1914 Chester County Jail. It contains a large collection of Catawba pottery, Native American projectile points, long rifles, handguns, and more.

Chester State Park

The 523-acre Chester State Park is located just southwest of the City of Chester. Since opening in the 1930s, it has been a haven for hiking, picnicking, boating, and fishing for the surrounding communities in the Piedmont Region of South Carolina. It features a beautiful 160-acre park lake with canoe and paddle boats available for rent, 25 campsites, 2 disc golf courses, and a 472-foot bridge perfect for fishing and observing wildlife.

Landsford Canal State Park

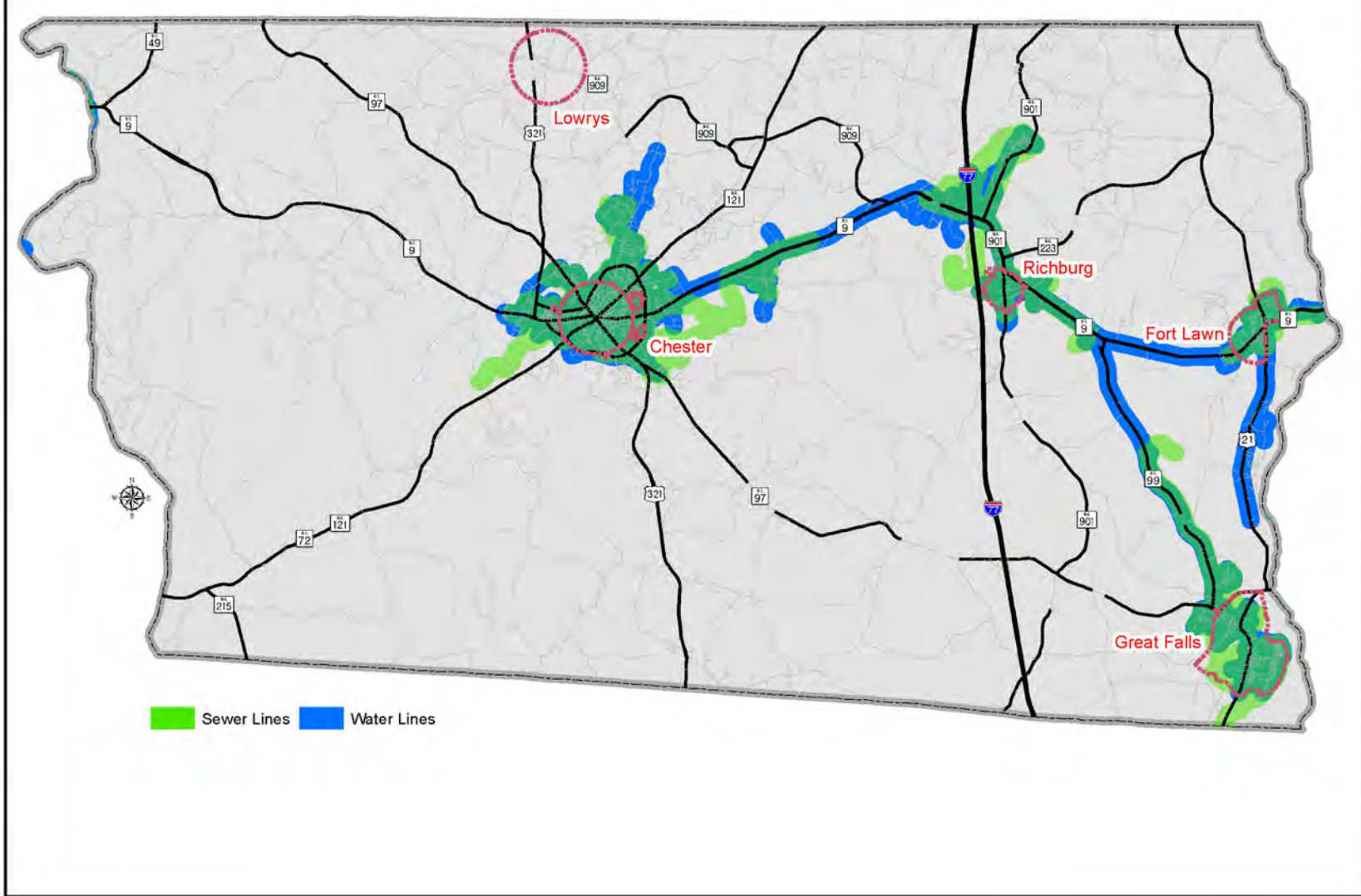
Granted to Thomas Land in 1754, the 448-acres Landsford Canal State Park stretches across northeast Chester County and is full of cultural and natural history. It runs parallel to the Catawba River and contains Native American artifacts dating back over 10,000 years. It has a 1.5-mile trail along the remains of the historic canal. This park attracts thousands of visitors annually in the spring to see the world's largest population of Rocky Shoals Spider Lilies.

CHAPTER 7 INFRASTRUCTURE

WATER AND SEWER UTILITIES

- The Chester Metropolitan District (CMD) was created in 1959, by Act No. 379 as amended, as a Special Purpose District and is governed by a commission.
- The CMD serves residents along SC Highway 9, SC Route 99 and, the US-21 Corridor as well as the municipalities of Chester, Fort Lawn, Great Falls, and Richburg.
- The CMD originally relied on its location in Fort Lawn to supply the county but expanded after it acquired water systems from the City of Chester and Town of Great Falls.
- In 2001, CMD received a substantial grant, which allowed for the replacement of nearly the entire water system in the Town of Great Falls and the construction of the 750,000-gallon Richburg Water Tank.
- The CMD currently produces an average of 4.2 million gallons of drinking water per day from its water treatment plant on the Catawba River.
- The District owns and operates seven storage tanks that serve over 6,500 customers throughout the county.
- Chester County Wastewater Recovery (CWR) is also a special purpose district created by Legislative Act No. 480 of 1964 and as amended by Act No. 1186 and other amendments thereto.
- Without this sewer service, industrial operations in the Chester County area would be greatly hindered.
- CWR is governed by a five-member commission known as the CWR Commission.
- With a combined capacity of four million gallons, wastewater treatment facilities in Rocky Creek, Sandy River, and Lando/Manetta make up CWR.
- CWR serves over 4,400 residential and commercial customers, 13 of which are Industrial.
- There are eight certified wastewater treatment operators at CWR.
- **Great Falls Waste Water District established in 1976 through a state legislative has capacity to treat 1.4 Million Gallons of wastewater per day, treats approximately 700,000 gallons per day, leaving significant capacity for future growth.**

Public Water and Sewer



Source: Chester County/CRCOG

CHAPTER 8 PUBLIC SAFETY

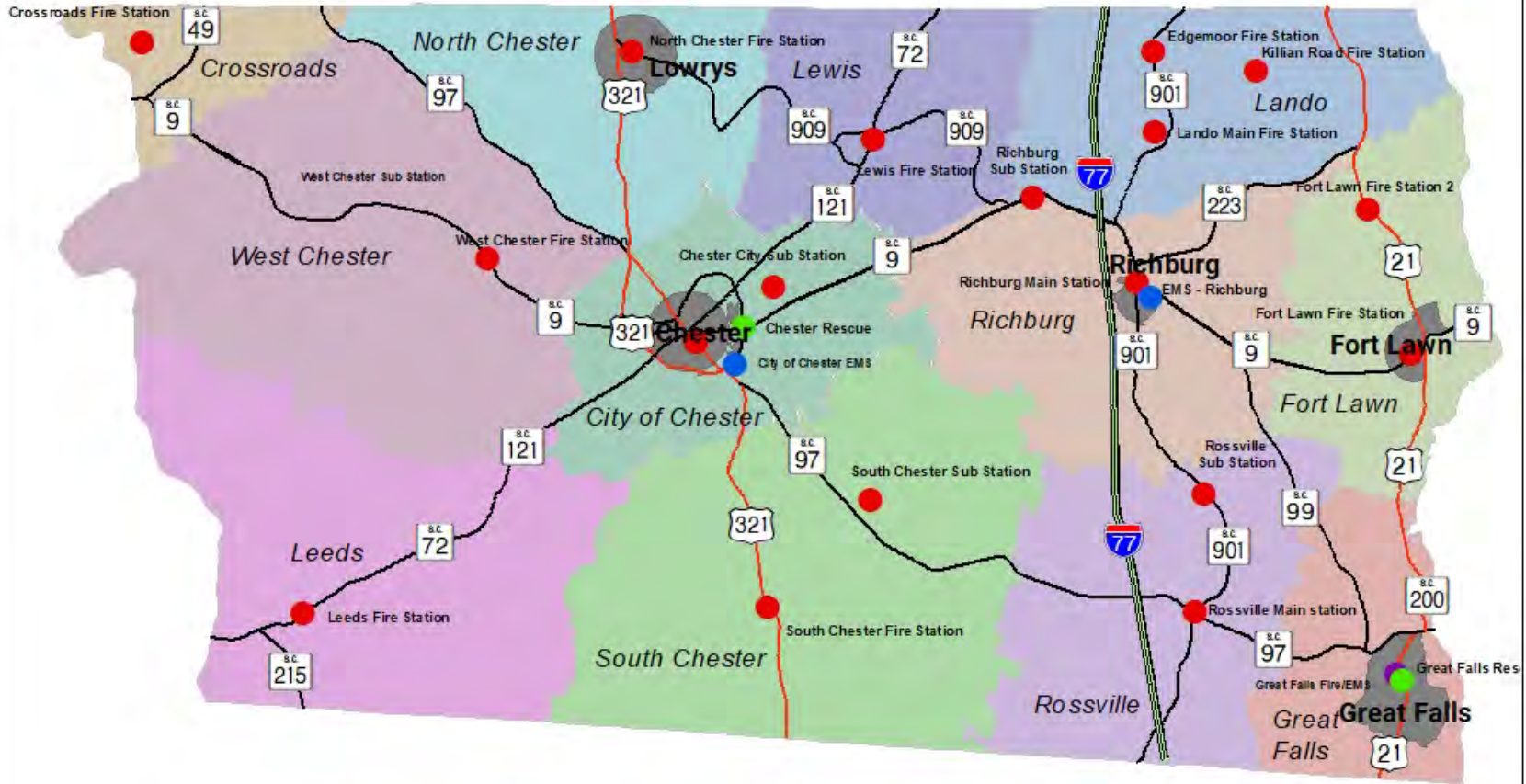
FIRE AND EMERGENCY MEDICAL SERVICES (EMS)

- Chester County has 12 fire districts that are serviced by a total of 20 stations.
 - City/Special Purpose Districts
 - City of Chester (2)
 - Fort Lawn – (2)
 - Lando (3)
 - Lewis – (1)
 - Richburg – (2)
 - Chester County Fire Commission
 - Great Falls – (1)
 - Leeds – (1)
 - North Chester – (1)
 - Rossville – (2)
 - South Chester – (2)
 - West Chester – (2)
 - Cross Roads – (1)
- The City of Chester, Town of Richburg and the Town of Great Falls have an EMS station that services the county as well.
- Guidelines are set for County Fire Service and rural departments by the Chester County Rural Fire Commission.
- The Chester County Emergency Services Training Center is located on McCandless Road. The facility includes a three-story class A burn tower and hazmat and rescue props.
- Chester County has 25 full-time and part-time firefighters, and 279 volunteer firefighters.
- The fire department emergency vehicles include 52 pumpers, 3 ladder trucks, 15 tankers, 7 service trucks, 12 brush trucks, and 1 aircraft crash truck.
- Between FY 2013 and 2020, Fire Department emergency calls increased by an average of 4.5% annually and 39.7% overall. EMS calls increased on average 10.6% annually and 120% overall.
- Chester County pays for the maintenance and repairs of all vehicles. However, each department is responsible for purchasing new vehicles.



Chester County Fire Engine
Photo Credit: KME Group

Fire District and Emergency Services Map



Emergency Services Facilities ● EMS ● Fire ● Fire/EMS ● Rescue

Source: Chester County/CRCOG

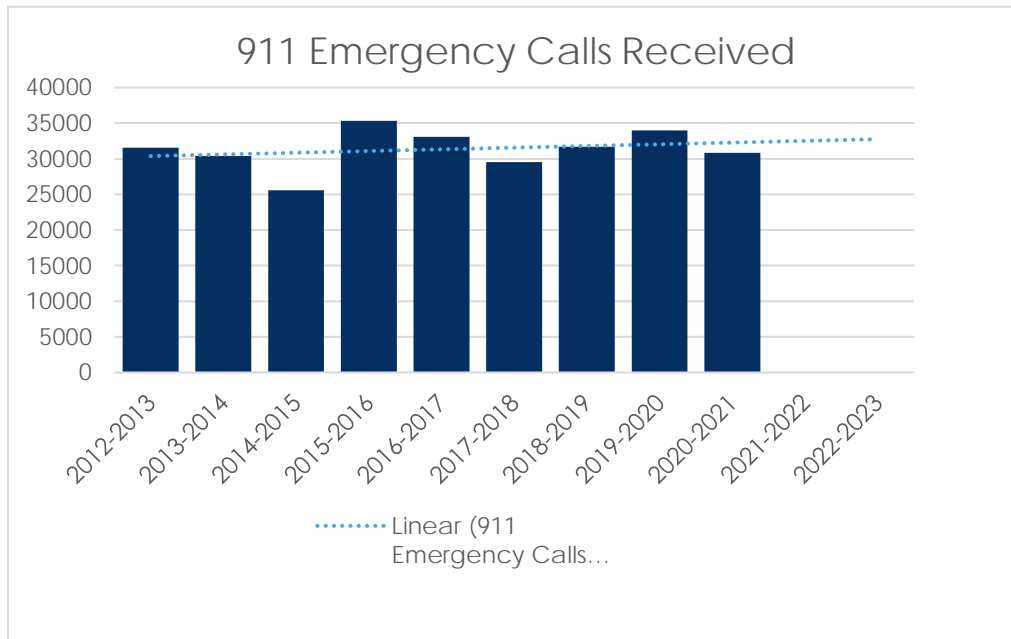


The Chester County Sheriff's Office strives to guarantee Chester County remains the safest and most enjoyable place to live in the State of South Carolina and is committed to holding the highest standards of law enforcement excellence. The Operations Division of the Office operates with approximately 60 sworn deputies, supplemented by a cadre of reserve deputies. These highly trained professionals conduct a variety of vital law enforcement functions such as regularly patrolling the County, conducting criminal investigations in an effort to stop violent crime, property crimes, and reducing the impact of illegal narcotics.

Additionally, the Office provides School Resource Officers to the County's schools. In addition to the Operations Division, the Office maintains an E-911 Division and a Detention Division. The E-911 Division receives all incoming 911 calls for all public safety entities in Chester County. The number of emergency phone calls into E-911

has experienced an ebb and flow between FY 2012 and 2020, as the data shows a noticeable drop in calls every three years starting in 2014 then again in 2017 and 2021. In 2015 and 2019, E-911 experienced a noticeable increase in calls. Even with the varying yearly totals, the linear projections forecast a slight increase in yearly calls through FY 2022 and 2023.

The Office's Detention Division's primary objective is to serve the citizens of Chester County by providing safe, secure, and humane detention of individuals in custody while preparing them for a successful return to the community. Through professionalism, teamwork, and personal accountability, Detention Division employees encourage an atmosphere that promotes positive interactions with fellow staff, the public, and the inmate population. The Detention Center mostly houses pretrial inmates, but also houses a number of inmates from the South Carolina Department of Corrections who have displayed positive behavior and are nearing the end of their incarceration. With the exception of 2020 (due to COVID restrictions), the average number of inmates housed each year has been approximately 1,000. This number has fluctuated slightly with dips below 1,000 in 2015, 2016 and, 2019. On the contrary, 2013, 2014, 2017 and, 2018 all saw average housing numbers greater than 1,000.



Data Source: Chester County

The employees of the Chester County Sheriff's Office operate under the guidance of six ethical principles, which include integrity, honesty, respect for others, fairness, loyalty, and accountability. These principles direct the actions of every employee as they work to provide professional, effective and, efficient public safety services.

- ~~The Chester County Sheriff's Department employs 60 sworn deputies and 3 reserve officers.~~
- ~~There are 80 department vehicles in all, a collection consisting of SUVs, sedans, and off road vehicles.~~
- ~~The department uses the allotted annual budget to pay for 100% of the necessary expenditures, such as routine maintenance and new patrol cars.~~
- ~~The number of emergency phone calls into 911 has ebbed and flowed between FY 2012 and 2020. The data shows a noticeable drop in calls every three years starting in 2014 then again in 2017 and 2021. In 2015 and 2019, 911 experienced a noticeable increase in calls. Even with the varying yearly totals, the linear projections only forecast a slight rise in yearly calls through FY 2022 and 2023.~~

CHAPTER 9 LAND USE

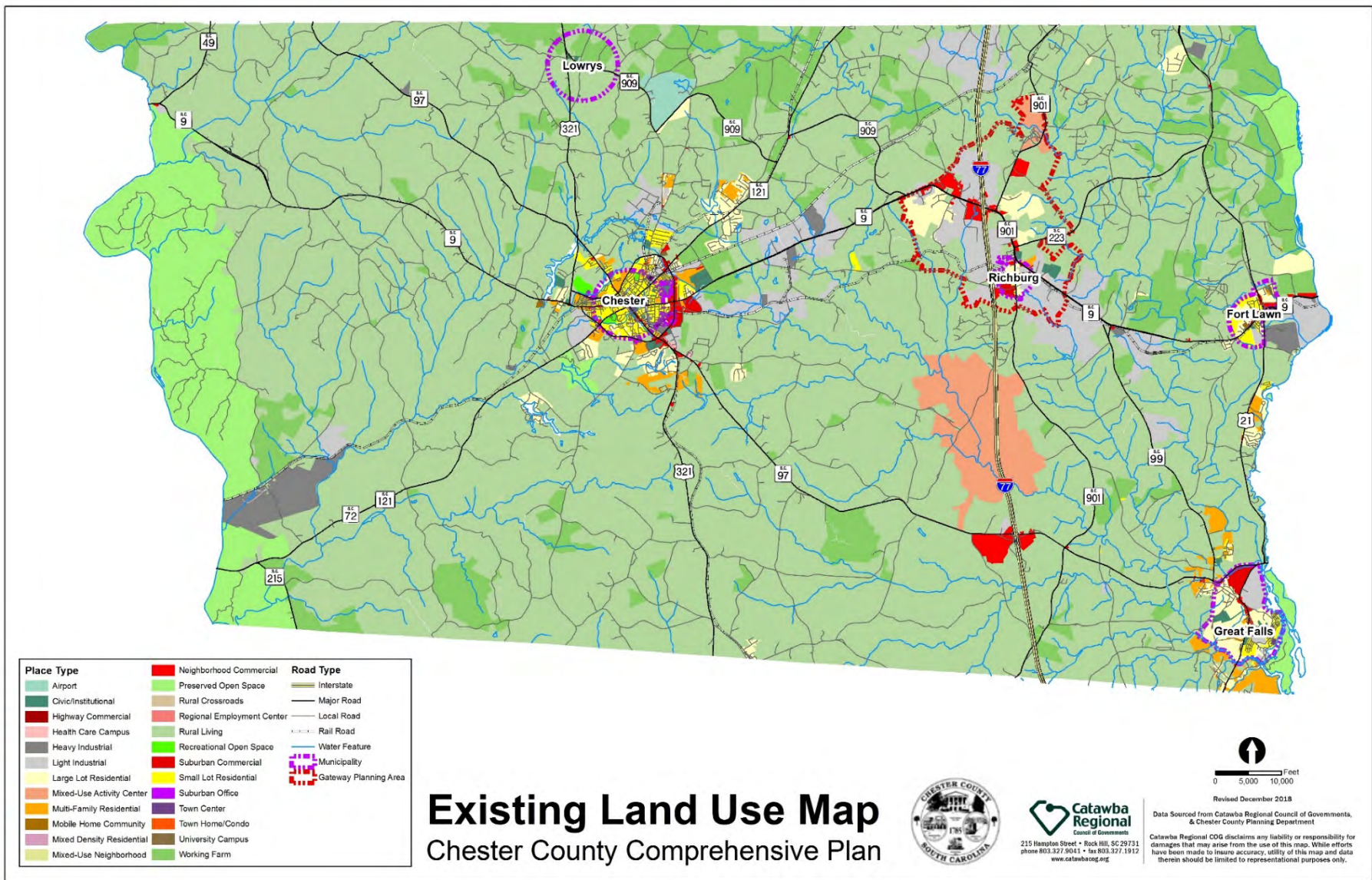
The Land Use Element of the Comprehensive Plan has two primary components that work in tandem to create a complete illustration of land-based factors impacting growth and development over the next decade: the current land use analysis and the future land use map. The first step in developing the element involves conducting a thorough review of how land is being used across the county by creating a snapshot of present conditions. The **Existing Land Use Map** also serves as a historic record of how parcels have developed (or not) and also helps to identify conditions which have influenced and may influence future growth in the county and its municipalities. This map was created as part of the *CONNECT: Our Future* regional plan and shows the current development status of individual parcels across the county. The table below details the distribution by number of parcels and acreage across the five categories of existing land uses.

Development Status Distribution

CONNECT DEVELOPMENT STATUS	PARCELS	RATIO	ACRES	RATIO
Preserved Open Space	67	0.3%	20,957	5.8%
Agriculture	205	0.9%	20,064	5.5%
Undeveloped	7,001	32.2%	217,228	59.7%
Underdeveloped	1,836	8.4%	79,020	21.7%
Developed	12,642	58.1%	26,853	7.4%

The highest number of land parcels (12,642) is shown as developed but only accounts for 7.4% of the acreage in the county. The undeveloped category accounts for about one-third of all parcels and approximately 60% of the land area at 217,228 acres. Underdeveloped parcels cover over one-fifth of all acreage and represent areas that have activity on part of a larger tract. Preserved open space, with 67 parcels, covers 20,957 acres or 5.8% land countywide and is found primarily in the Sumter National Forest and two state parks. Surprisingly, agriculture ranks last with only 205 parcels or about 20,000 acres.

The **Development Status Map** and **Existing Land Use Map** on the following pages show where these parcels are located in relation to one another. It is evident that the majority of Chester County has a significant representation of undeveloped parcels and that agricultural lands have a high concentration around Lowrys stretching to just west of I-77. The underdeveloped areas, which are well distributed across the county, likely represent former farms where activity has been suspended or abandoned. The **Future Land Use Map** and narrative will be covered in the **Strategic Action Plan** section.

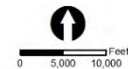


Existing Land Use Map

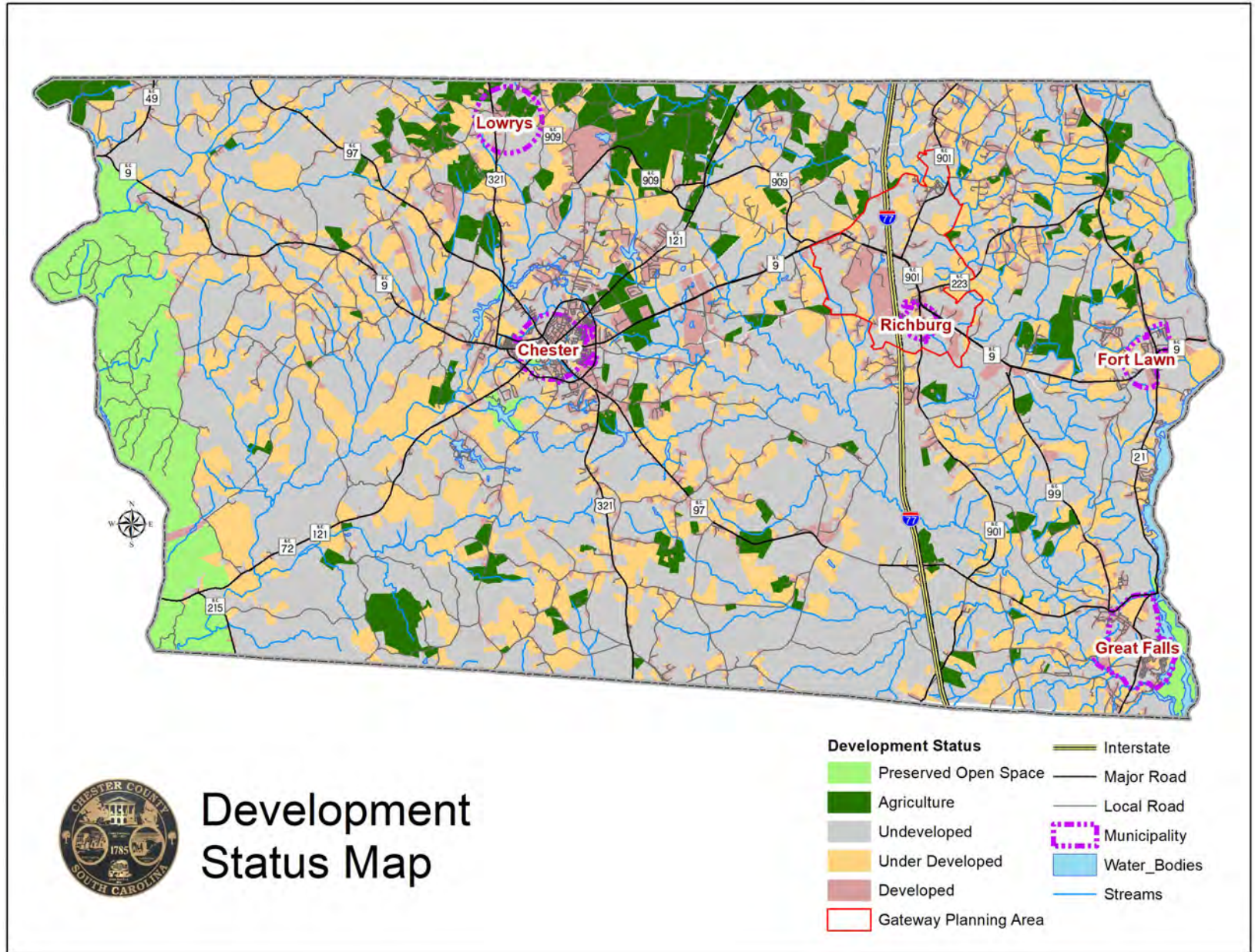
Chester County Comprehensive Plan



Catawba Regional
Council of Governments
215 Hampton Street • Rock Hill, SC 29731
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www.catawbacog.org



Revised December 2018
Data Sourced from Catawba Regional Council of Governments,
& Chester County Planning Department
Catawba Regional COG disclaims any liability or responsibility for
damages that may arise from the use of this map. While efforts
have been made to insure accuracy, utility of this map and data
therein should be limited to representational purposes only.



Source: Chester County and CROCG



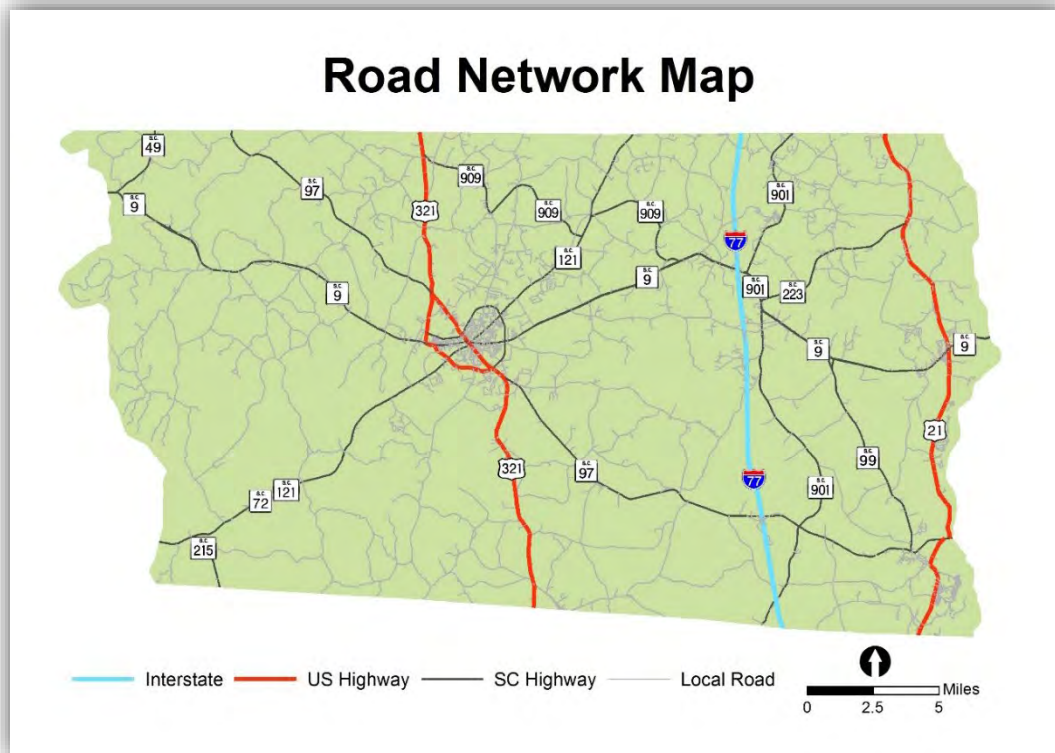
Development Status Map

CHAPTER 10 TRANSPORTATION

Transportation is an important element of the Comprehensive Plan because it provides the connection between the movement of people and goods with the consideration of economic development and land use strategies. Because roads are capital facilities maintained in part by Chester County, its municipalities, and the State of South Carolina, they are linked to the strategies for capital improvements and the provision of adequate public facilities. The impact of new development on roadways is often felt on a countywide level. As development in areas of the county intensifies, one of the first things residents notice is an increase in traffic and commute times.

Transportation planning is intricately tied to land use and the pattern of development that evolves as an area grows. The provision of transportation in the county should reflect the unique characteristics of the landscape and follow the character

outlined in the Comprehensive Plan. A transportation system includes various travel options or modes, such as pedestrian, bicycle, bus, automobile, freight, rail, and air. A multi-modal transportation network includes and connects all of these different travel modes in an effective and efficient manner, including connections within and between modes, which in turn supports the economy of Chester County.



Source: SCDOT

ROAD NETWORK

The road network is the primary transportation system in Chester County and the major road classifications are interstate, arterials, and collectors. There is also a vast network of local roads that provide direct access to homes and businesses. Many of these are two-lane roads with a variety of construction types—pavement, gravel, dirt, or a combination of these—see **Road Network Map**.

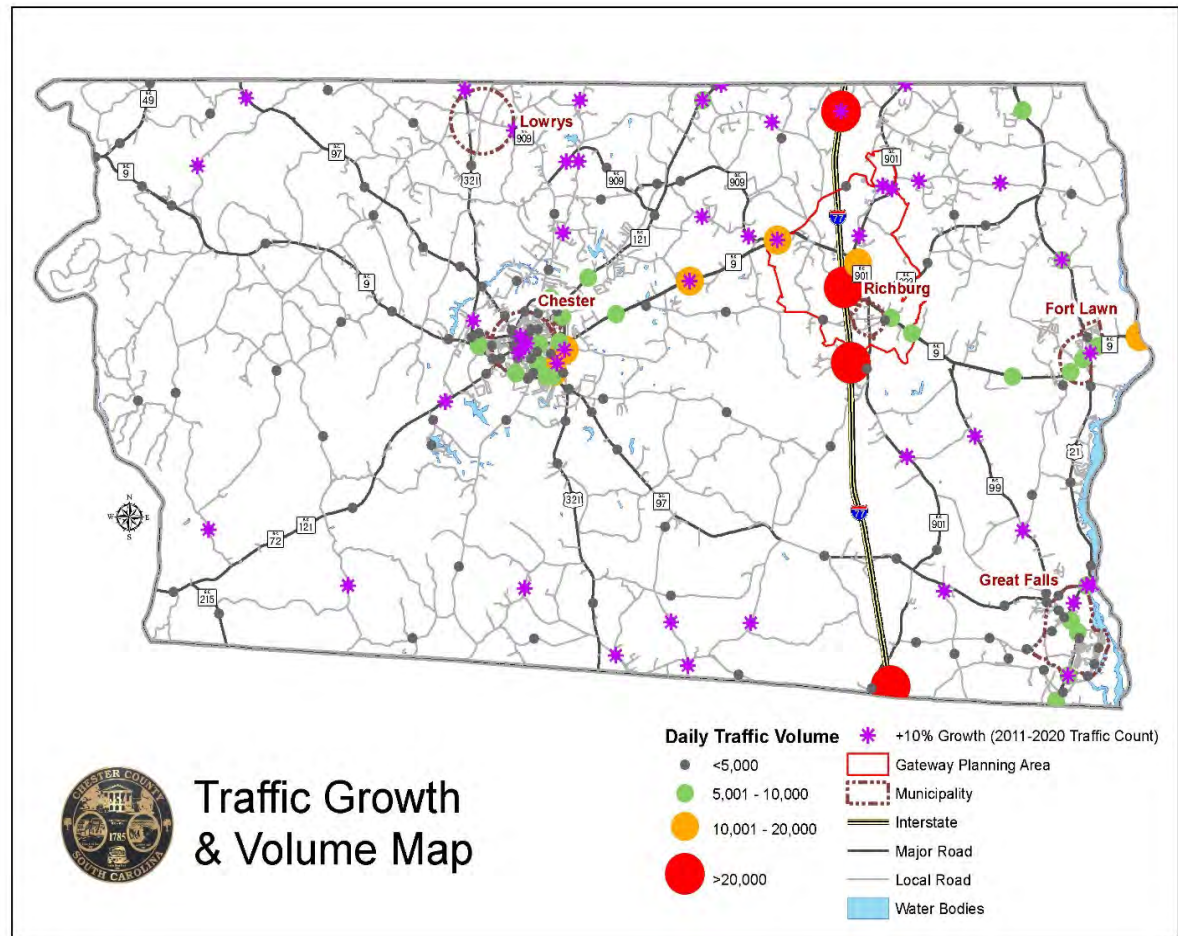
TRAFFIC COUNTS

Traffic count data is collected annually by the South Carolina Department of Transportation (SCDOT) at 200 station locations in Chester County. The most recent figures from 2020 show the following:

Nine stations registering over 5,000 daily trips saw a ten-year growth rate of at least 10% and four stations registered a 10% decrease (see map). Of the stations with daily increases over 10% increase in trips:

- One is on US Interstate 77.
- Three are on SC Hwy 9 between Richburg and Chester.
- One is on S-272 (Gadsden Street) in Chester.
- Three are on US 21 in the Great Falls and Fort Lawn area.
- One on S-72 Saluda Rd between York County and Chester.

Ten stations registered at least 10,000 vehicles per day. One station on I-77 had more than 40,000 vehicles per day.



Source: SCDOT/CRCOG

The highest traffic count recorded (46,500 vehicles) was at the Chester County-York County line on I-77.

Traffic count data is routinely used by the business community, transportation officials, and others to gauge market conditions and road system performance. Congestion, particularly at peak travel times, and large volumes of vehicles on roads designed

for less traffic can quickly overburden the road network. It should be noted that the number of daily trips were impacted in various degrees by the COVID 19 outbreak of 2020. It is anticipated the growth in daily trips will be higher in coming years.

ROAD IMPROVEMENTS

Maintenance and improvement of the roadway system in Chester County is addressed by the following entities and funding sources:

Chester County Transportation Committee (CTC): The SCDOT “C” Program is a long-established partnership between SCDOT and Chester County to fund the improvements of state roads, county roads, city streets, and other local transportation projects. SCDOT, like all state transportation departments across the country, has quickly learned that the job is too big to accomplish without partnerships. The “C” Program is successful because local leaders and citizens alike are willing to work with SCDOT to meet the needs of the communities throughout South Carolina. The “C” funds are derived from 3.99 cents per gallon of the state gasoline tax as of July 1, 2021. In FY 2019-2020, approximately \$1.34 million was allocated to Chester County with a mandate that 25% be directed to state-maintained roads. [<https://www.scdot.org/projects/c-program.aspx>]

These funds are distributed based on this three-part formula:

- $\frac{1}{3}$ based on the ratio of the land area of the county to the land area of the state;
- $\frac{1}{3}$ based on the ratio of the county population to the state population; and
- $\frac{1}{3}$ based on the rural road mileage in the county to the rural road mileage in the state.

Catawba Regional Transportation Advisory Committee (TAC): Consisting of representatives from across the region, TAC is responsible for identifying and recommending priority projects for federal funding in Chester County and the remaining three counties in the Catawba Region. In 2020, the combination of federal and state funding known as “Guideshare” was \$4.9 million. The current list of Chester County projects is catalogued in the Catawba Regional Transportation Improvement Program or TIP. The most recent version is available on the web: [<http://catawbacog.org/transportation/transportation-planning/>].

RAIL SERVICE

Much of the rail system in the Catawba Region was developed during the 20th century and served to spur economic development. Currently, the rail system primarily serves freight traffic. **CSX Transportation** (green line) has a major rail line which traverses the region on a northeast-southwest trajectory connecting the Lancaster County panhandle to Chester County to southern Union County. This line connects business customers with eastern North Carolina and western South Carolina. [www.csx.com]

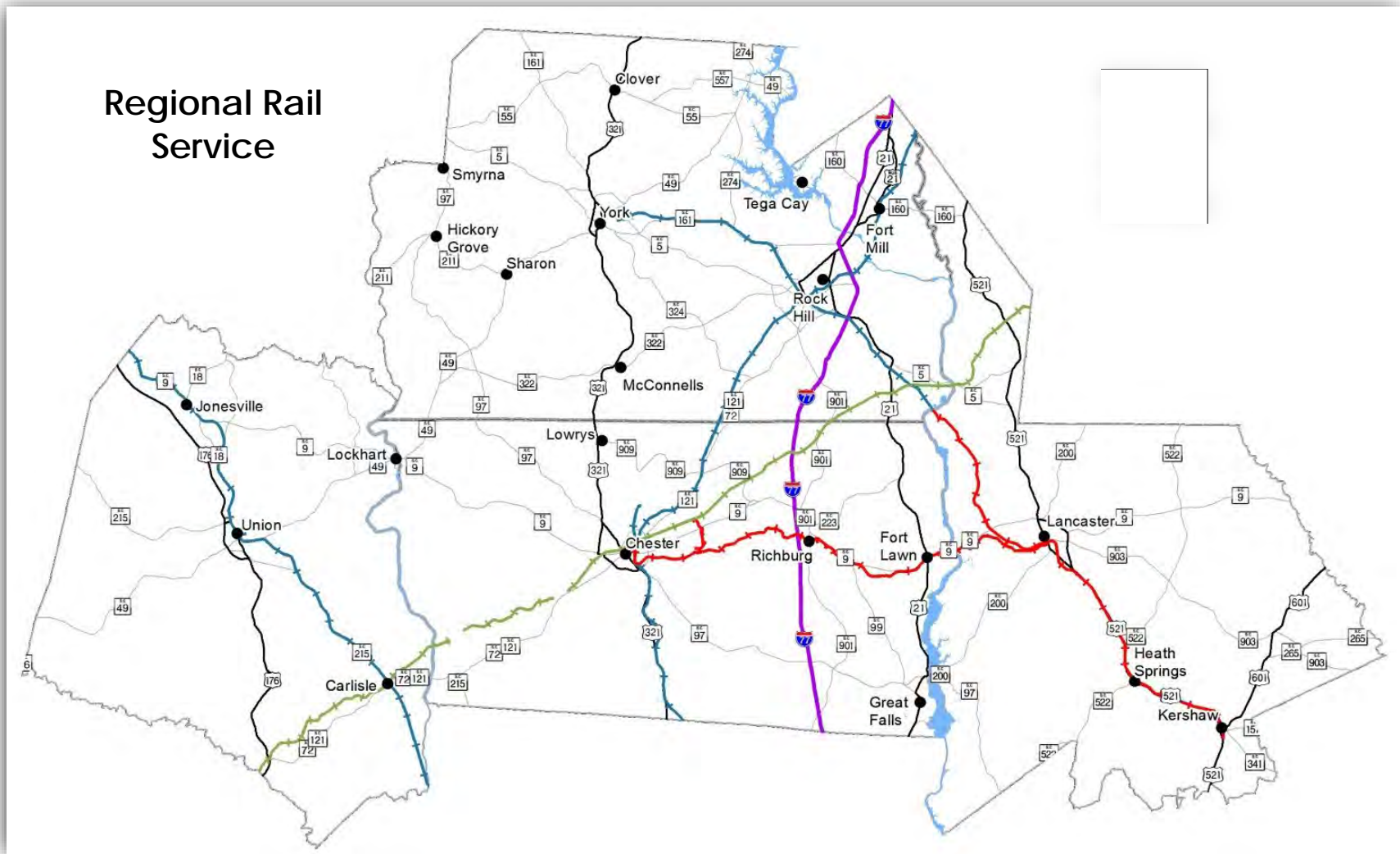


Norfolk Southern (blue line) has two main lines in the region running primarily north-south. The first connects York and Chester Counties with service to Charlotte to the north and Columbia to the south. The second line bisects Union County and is the main corridor from the Port of Charleston to the Inland Port in Greer. [www.nscorp.com]

A third system is the **Gulf & Ohio Railroad** known locally as the **Lancaster and Chester Railroad** (red line), a short line developed originally to provide service to the Springs Industries mills. It now also serves a variety of other industries. This line from Chester passes through Fort Lawn and Richburg in Chester County as it travels east into Lancaster County to Lancaster and turning south to Heath Springs and terminating in Kershaw. [www.gulfandohio.com]



The **Regional Rail Service Map** below shows that Chester County has strategic advantage since all three railroads serve the county and continue to support economic development into the 21st century.



Source: SCDOT/CRCOG

TRANSIT SERVICES

The **Chester County Connector** (CCC) in Chester County offers demand response transportation. The services are available to the general public with addresses originating in Chester County. The services run Monday through Friday. Service areas include Chester County, York County, and Lancaster County. CCC makes every attempt to provide transportation services to all residents of Chester County; however, route availability may vary. The program is funded through Federal and State 5311 funding through Federal Transit Administration (FTA), SCDOT, and local support by Chester County Government, Chester Healthcare Foundation, and United Way. Medicaid transportation is provided to individuals who qualify. [<http://chesterconnector.com/>]

Local Transportation

The Chester County Connector makes every attempt to provide transportation services to all residents of Chester County and individuals with addresses originating in Chester County.

Senior/Veteran Discounts

Seniors 60 and over and veterans are eligible for half price fares on Tuesdays and Thursdays for Chester to Chester trips. Please ask about this special when reserving your ride.

CATS 82X Park and Ride

The Chester County Connector offers transportation to the Charlotte Area Transit (CATS) Park and Ride location in downtown Rock Hill (off Main Street) that transports to 3rd Street and McDowell Street in Charlotte.

FARES	1-5 Miles	6-10 Miles	11-30 Miles
10 Trip Ticket Rates	\$8.00	\$18.00	\$26.00
One Way Fare	\$1.00	\$2.00	\$3.00
Monthly Ticket Rates	\$30.00	\$65.00	\$80.00

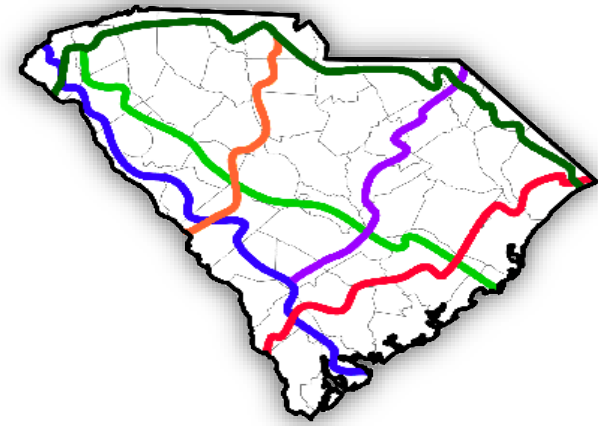


BICYCLE & PEDESTRIAN FACILITIES

Bike Routes

The South Carolina State Trails Program is operated by the SC Department of Parks, Recreation and Tourism, which maintains a website with topical and county specific maps. [www.sctrails.net/Trails/]

The **Central Route** (orange line) passes through the center of the state, from Kings Mountain State Park in York County to the Redcliffe State Historic Site near the Georgia border, covering 166 miles. This route passes through the charming historic towns of York and Chester and includes Chester State Park on SC 72.



Source: SCPRT

The **Carolina Thread Trail** program is an effort to encourage 15 counties in the south-central piedmont of North Carolina and the north-central portion of South Carolina, including Lancaster, Chester, and York counties, to create a large, interconnected greenway and trail system that will preserve and increase the quality of life within local communities. Over time, the Carolina Thread Trail will link approximately 2.3 million people, places, cities, towns, and attractions. This plan presents a conceptual route for trails throughout Chester County, some of which will receive the Carolina Thread Trail designation.



Lands to be incorporated into trails and greenways can include farmland, wildlife habitat, open fields, and forests.

The Thread Trail will help preserve the county's natural areas and will be a place for the exploration of nature, culture, science, and history. Building a county-wide trail system is no small undertaking.

Constructed Segments of the Carolina Thread Trail in Chester County

Name	Place	Length Miles	Surface
Landsford Canal	Landsford Canal	1.5	Natural
Rocky Creek Trail	Great Falls	1.6	Natural
Wylie Park Trail	Chester City	0.5	Paved
Great Falls Rail Trail (Future)	Great Falls	3.5 – 3.75	TBD

Source: Carolina Thread Trail/CRCOG

Segments will be built one-by-one, and adjustments will be made to the proposed routes as circumstances change. Trail development will follow through various arrangements with multiple funding partners.

Residents from Chester County participated in a locally-driven process to create a Thread Trail Master Plan. This plan is meant to serve as a guiding document for greenway and trail development within the county. The plan was created by Chester County residents working together with their neighboring counties to identify connection points and to build trails that will grow together over time. [[Chester County Carolina Thread Trail Master Plan Link](#)]

A total of 3.6 miles on 3 separate trail links have been dedicated and constructed in Chester County. One segment located in the Great Falls area will consist of approximately 3.5 to 3.75 miles of formerly CSX Rail lines. **The Town of Great Falls has completed the purchase of the rail bed property and the trail will be walkable in latter 2022--early 2023.**



Source: Carolina Thread Trail - Rocky Creek Trail



Source: Carolina Thread Trail - Landsford Canal Trail

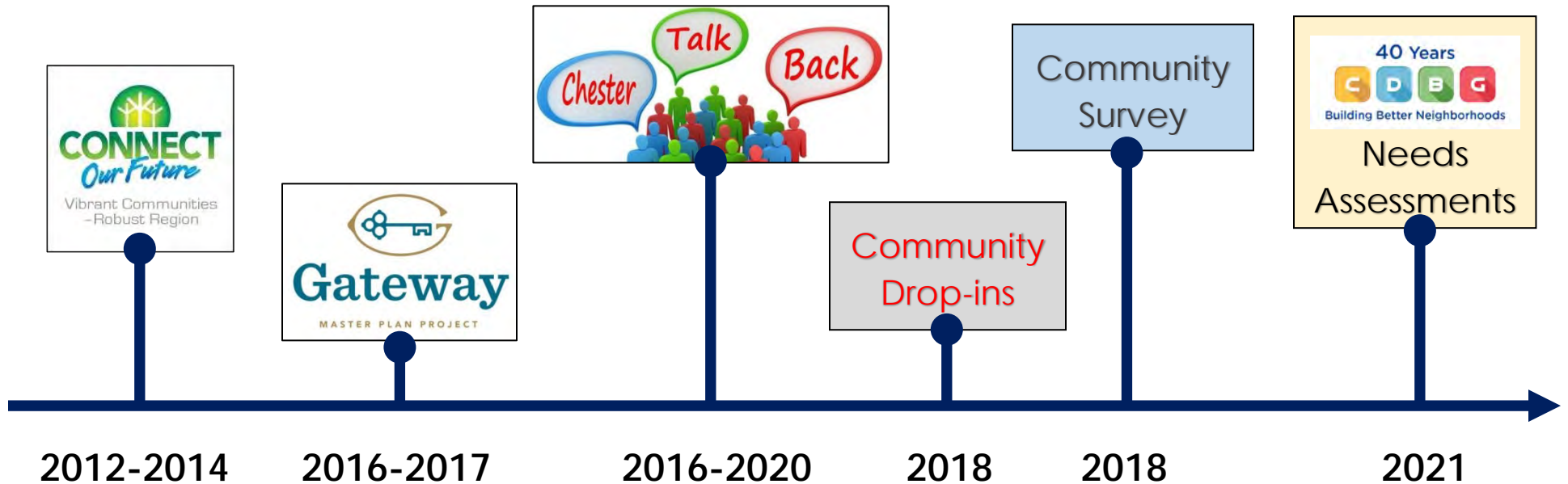
CHAPTER 11 PUBLIC ENGAGEMENT – PLAN 4 CHESTER

Public engagement is the cornerstone of a successful planning process and PLAN 4 CHESTER is the name of the coordinated effort between Chester County and the City of Chester to update their respective Comprehensive Plans. For Chester County, this process started with the development of the CONNECT: Our Future bi-state regional plan in 2012-2014 and continued with the Gateway Master Plan for the greater Richburg area in 2016-2017. A series of Talk Back Sessions began in 2016 to focus attention on a variety of topics that impact Chester and Chester County and continued into 2018. Community Drop-ins were held in Chester and West Chester in 2018 for location-specific feedback. An Online Survey was completed by over 300 respondents in the summer of 2018. In addition, local governments held Needs Assessment Public Hearings to ensure their eligibility for Community Development Block Grant (CDBG) funding, and a list of Community Priorities was developed to identify eligible projects for CDBG grants.

Collectively, these valuable sources of information were used to establish a targeted list of key community issues that will be addressed through the Strategic Action Plan section of this plan.



PUBLIC ENGAGEMENT TIMELINE



CONNECT: Our Future – 2012-2014

Gateway Master Plan Project – 2016-2017

Chester Talk Back Sessions – 2016-2018

- Talk Back I – March 2016
- Talk Back II – January 2017
- Talk Back III – October 2017
- Talk Back IV – May 2018
- Talk Back V – September 2018
- Talk Back VI - August 2020

Community Drop-ins

- West Chester Community Drop-in – June 2018
- City of Chester Community Drop-in – August 2018
- Chester County (Gallo) Community Meeting – August 2021

CDBG Needs Assessment Hearings

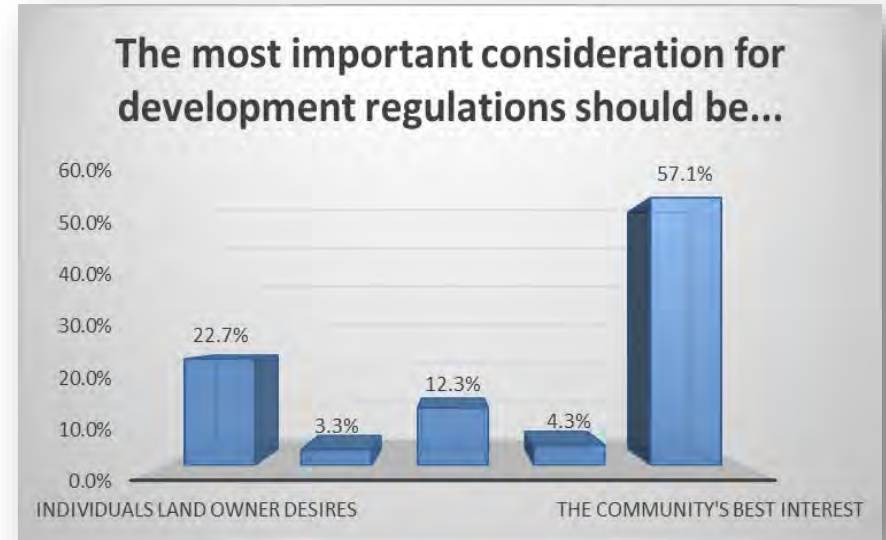
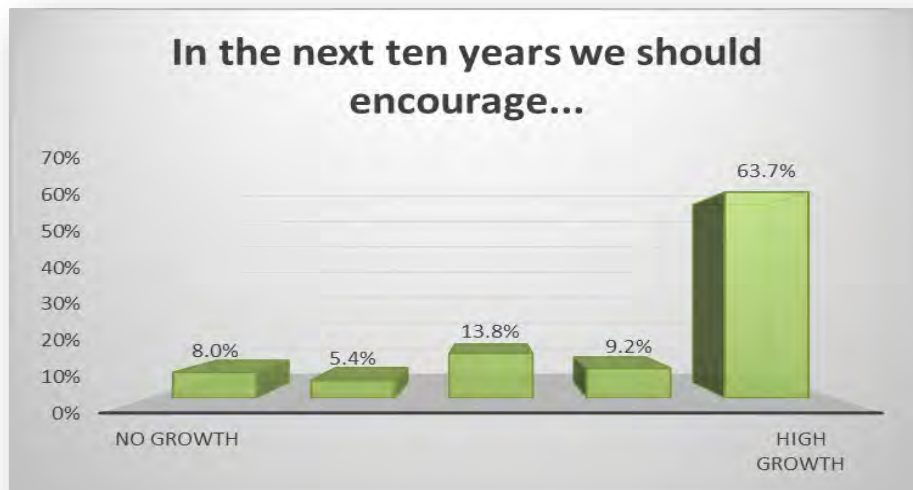
- Chester County – March 2018
- City of Chester – June 2018
- Town of Great Falls – August 2018
- Chester County – February 2020
- Chester County – March 2021

PUBLIC ENGAGEMENT – COMMUNITY SURVEY

The **PLAN 4 CHESTER Community Survey** was launched during the summer of 2018 as a tool to gather feedback on topics such as growth and development, recreation, and funding options for public improvement projects. The results that follow indicate the level of support from the citizens of Chester County and will help county leaders identify viable projects and policies during the implementation of this Comprehensive Plan.

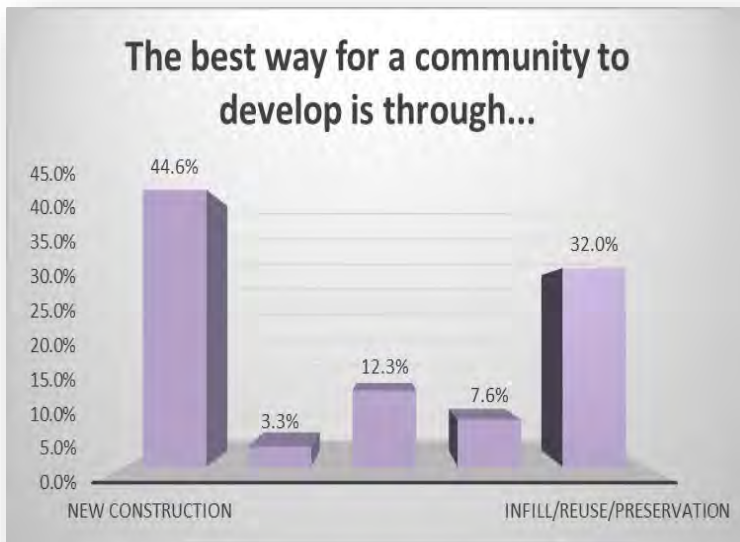
Growth and Development

Putting the community's best interests ahead of individual landowner desires was a high priority as shown on the chart to the right. This sentiment highlights the need to craft policies that consider potential negative impacts to existing members of the community, such as additional traffic and increased school enrollments. The chart below shows a strong interest in encouraging high levels of growth. To accomplish this while taking care to put the community's



best interest first, policy makers will need to pay attention to where and when development occurs.

Timing of new development projects is subject to market conditions; however, land use changes (rezonings) for individual developments and capital facilities planning through the Capital Improvements Plan (CIP) and impact fees can help ensure adequate community infrastructure to support increases in residents, businesses, and tourists.



Accommodating new residents and businesses into the existing community fabric can be challenging as reflected in the survey responses. Support for new construction at 44.6% is balanced with 32% for infill/reuse/preservation as a viable alternative. Similarly, 57.1% of survey responses prefer large lots away from towns and at a lower density as the best location for new residential development. At the same time 36.9% like small lots in towns with high connectivity to utilities and public services. Redevelopment typically occurs in established neighborhoods and areas with existing infrastructure (roads, utilities, and parks), while new development tends to happen in undeveloped areas such as “green fields” often without established existing infrastructure. Both patterns of development are positive signs of a healthy and growing economy, and both can be successful in the various communities of Chester County.



Source: Chester County Gateway Master Plan and Merrifield Patrick Vermillion MVP Properties

PUBLIC ENGAGEMENT – CHESTER TALK BACK SESSIONS

Over the course of three years (2016-2020) Chester Talk Back Sessions gave members of the Chester community a voice in local government matters. With strong support from elected officials and staff of Chester County and the City of Chester, five open-mic sessions were held on a variety of topics ranging from community appearance to housing to small business opportunities.

- Talk Back I – March 2016
- Talk Back II – January 2017
- Talk Back III – October 2017
- Talk Back IV – May 2018
- Talk Back V – September 2018
- Talk Vack VI – August 2020



Photo: Brian Garner

WEST CHESTER COMMUNITY DROP-IN – JUNE 2018

Held at the West Chester Community Center, residents from West Chester helped identify community assets (below). Concerns were also voiced about challenges they face: road maintenance needs, dilapidated houses and businesses, updates for recreation facilities, and response times for emergency services.



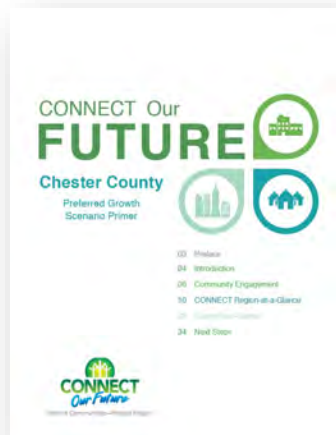
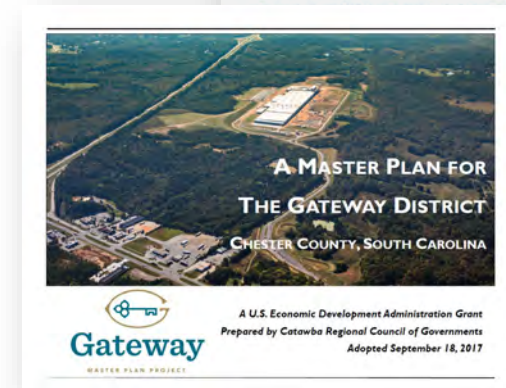
CITY OF CHESTER DROP-IN – AUGUST 2018

Held at the Chester County War Memorial Building, residents from the greater Chester community attended and discussed a variety of topics including parks and recreation, healthy/active lifestyles, workforce housing, historic downtown Chester, safety, and maintenance of rental properties. Community health was a central theme that encompasses several areas of interest and recent efforts by Eat Smart Move More Chester County, Carolina Thread Trail, and Chester Farmers and Artisan Market. Also of note is Chester’s historic downtown which is “large and intact” thereby providing opportunities for place-making and promoting historical tourism.

CHAPTER 12 STRATEGIC ACTION PLAN

The final section of the Chester County Comprehensive Plan 2019-2029 is the **Strategic Action Plan**. Its purpose is to provide meaningful and focused action steps that can be taken to improve, protect, and enhance the livability of Chester County. Several planning initiatives and planning documents have been completed in recent years regarding Chester County's future, including:

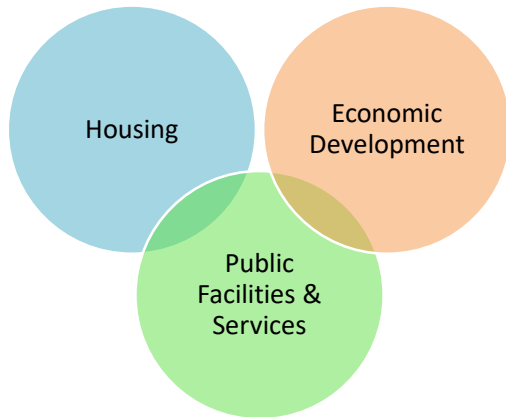
- **CONNECT: Our Future Bi-state Regional Plan**
- **Prosperity for Greater Charlotte**
- **CDBG Needs Assessments**
- **Catawba Regional Housing Assessment**
- **Catawba Regional Comprehensive Economic Development Strategy**
- **Gateway Master Plan**
- **Chester County Economic Development Strategic Plan**
- **Southern Regional Education Board Needs Assessment Report**



CHAPTER 13 THEMES

The Comprehensive Plan is a compilation of information, ideas, and policies from multiple agencies with a vested interest in the future of Chester County. Identifying and organizing the priorities from the public, private, and non-profits sectors in a coherent and seamless manner is an ongoing process. The concept of using available resources and momentum already created by community partners is not unique to this project, but it is often overlooked due to the immediacy of daily activities. The Great Recession (December 2007 to June 2009) taught us several lessons; chief among these is that continued reliance on state and federal coffers to fund local projects is not sound fiscal policy. Leveraging resources—knowledge, facilities, financing—from all sectors will make Chester County more attractive for growth and put it in a position to withstand future economic storms.

Key Themes



Three key themes—Housing, Economic Development, and Public Facilities and Services—arose from these planning efforts and will be further developed and refined in this **Strategic Action Plan** to help connect policies and projects with partners and resources so that tangible improvements can be made and tracked over time. This method of accountability will help demonstrate that progress is being made and that success is a by-product of collaboration, teamwork, and intentional investment in shared goals and objectives.

The format of the following sections is intended to aid and support implementation of this plan by clearly listing details that include the following:

Action Step	A policy, project, or service.
Partner	Public or private sector entity.
Funding Source	Financial resources via grants, loans, or in-kind services.
Timeframe	Immediate (1 year), Short-term (2-5 years), or Ongoing (1-10 years)
Plan Element	To ensure compliance with SC law.

HOUSING

Housing is a fundamental need that all people in society have, and the residents of Chester County are no different. The **Analysis of Impediments to Fair Housing Choice in Chester County** prepared by Catawba Regional revealed “that low incomes and high unemployment along with a lack of affordable housing are the primary impediments to fair housing in the county.” Recent economic development activities have helped replace “jobs lost in the textile industry, but many more new jobs are needed in order to lower unemployment, raise wages, and slow the loss of population in the county.”¹ The **Catawba Regional Housing Assessment** is an evaluation of the economic conditions and general housing affordability within each county of the region as well as an assessment of the burden of housing costs upon its residents. This study serves as a foundation and catalyst for addressing workforce housing needs in Chester County and the region. The following action steps will help improve housing in Chester County.

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
1. Enforce the International Property Maintenance Code to address sub-standard housing conditions and continue to support the elimination of slum and blight.	Local Councils Code enforcement staff Private property owners	N/A	Immediate Year 1	Housing Population
2. Increase and expand the availability and accessibility of affordable homeowner and rental housing opportunities.	Private sector builders Non-profit builders (I-58) Chester Housing Authority (City of Chester Only) Planning Commissions	Private sector HUD CDBG	Ongoing Years 1-10	Housing Economic Land Use Population

¹ Analysis of Impediments to Fair Housing Choice in Chester County.

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
	Local Councils			
3. Encourage higher density housing development, where appropriate, in or adjacent to areas with adequate infrastructure, particularly municipalities and designated small area planning area, like the Gateway District or the future SC 9/Fort Lawn plan.	Planning Commissions Local Councils Private sector builders Non-profit builders	N/A	Short-term Years 2-5	Housing Land Use Transportation Community Facilities
4. Leverage the success of the Neighborhood Initiative Program to spur the redevelopment of vacant lots for affordable workforce housing. ²	Catawba Regional COG Private sector builders Non-profit builders	Private sector HUD CDBG	Short-term Years 2-5	Housing Economic
5. Promote the development of more housing choices—type, location, and price—to meet existing and future housing market demands that appeal to young professional employees, empty-nesters, and seniors—by updating land development codes and ordinances.	Private sector builders Non-profit builders Local land owners Planning Commissions Local Councils	Chester County	Short-term Years 2-5	Housing Land Use Population

² Workforce housing (\$150-250,000) for skilled workers, public sector (teachers, first responders), and service sector workers.

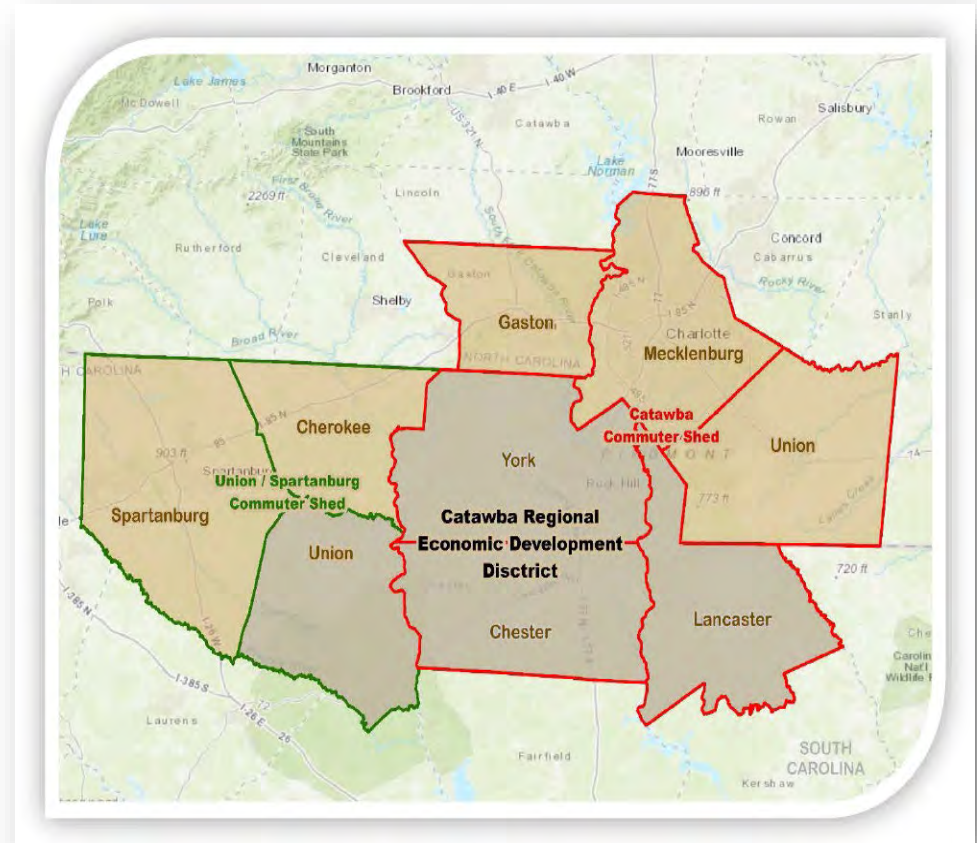
ECONOMIC DEVELOPMENT

Chester County is located in the Catawba Region of South Carolina which also includes the counties of Lancaster, Union, and York. Economic potential in this region is promising, due largely to the fact that location, existing development, labor force, educational institutions, and natural and cultural resources provide a sound foundation for economic growth. In order to take advantage of this potential and alleviate persistent problems with low-income levels and unstable employment patterns, a mutual effort is needed from both public and private sectors. The **Catawba Region's Comprehensive Economic Development Strategy or CEDS** is a coordinated economic district planning program used by local governments.

This annual report includes a wide range of demographic and socio-economic data paired with detailed analysis of the impact of the data presented; additionally, the geographic scope of analysis includes counties outside the Catawba Region. With an understanding that the economy of the Catawba Region's four counties is influenced by surrounding counties' economies, two additional regions and data sets are included in the scope of analysis as shown in the map above.

The Catawba Region Commuter Shed includes the South Carolina counties of Chester, Lancaster, and York and the North Carolina counties of Gaston, Mecklenburg, and Union. By working together with neighboring jurisdictions, Chester County can better leverage resources and deliver a higher level of sustained success for workers and employers now and in the future.

The following action steps will help strengthen and improve existing economic development activities and leverage resources to diversify the economy of Chester County.



Source: Esri and CRCOG

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
1. Protect existing industrial developments while promoting new industries and economic development opportunities.	I-77 Alliance Chester Development Association. Local Councils SC Department of Commerce	EDA RIA	Immediate Year 1	Economic Population
2. Continue to create an environment which leads to increased industrial investment for the Chester County economy.	I-77 Alliance Chester Development Association. Local Councils SC Department of Commerce		Ongoing Years 1-10	Economic Land Use Community Facilities
3. Continue to support brownfields revitalization through assessment, re-use, demolition, and clearance of former textile mill sites and dilapidated buildings.	Local Councils Catawba Regional COG	EPA CDBG	Ongoing Years 1-10	Economic Land Use Cultural Housing
4. Develop career pathways with local educational partners and businesses within key Industry Target areas: chemicals, food and beverage products, advanced materials, and transportation equipment.	Chester County Schools York Technical College	WIOA	Ongoing Years 1-10	Economic Population

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
	Workforce Development Board Chester Development Association			
5. Continue to leverage resources to strengthen workforce development activities including occupational skills training in the Catawba target sectors: healthcare, maintenance/manufacturing, transportation/logistics, building/construction, and office/computer technology.	Workforce Development Board Chester County Schools York Technical College Chester Development Association	WIOA	Ongoing Years 1-10	Economic Population Community Facilities
6. Support local farms and agri-tourism efforts to promote rural economies and locally produced foods.	Chester Food Hub Eat Smart Move More Chester Catawba Farm & Food Coalition Olde English District	USDA SCDA SCDHEC	Ongoing Years 1-10	Economic Natural Resources
7. Continue to support existing recreation assets including Chester State Park, Landsford Canal State Park, Rocky Creek Trail (Part of the Carolina Thread Trail) , and Sumter National Forest.	SC Parks, Recreation and Tourism Olde English District	SCPRT	Ongoing Years 1-10	Community Facilities Population

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
8. Support and develop nature-based/eco-tourism opportunities throughout the county	SC Parks, Recreation and Tourism Olde English District	SCPRT	Ongoing	Natural Resources Economic

ECONOMIC DEVELOPMENT ACRONYMS

- EDA – Economic Development Administration
- EPA – Environmental Protection Agency
- WIOA – Workforce Innovation and Opportunity Act
- USDA – US Department of Agriculture
- RIA – Rural Infrastructure Act
- SCDA – SC Department of Agriculture
- SCDHEC – SC Department of Health and Environmental Control

PUBLIC FACILITIES AND SERVICES

Public facilities and services are the backbone of a successful community. Roads, schools, libraries, and other infrastructure are necessary and essential for daily activities in Chester County. These community facilities help define the areas that they serve, and care should be taken to plan, build, and maintain them so that residents, businesses, and visitors can enjoy them for generations. A prudent approach to managing the public’s investment in facilities is to prepare a Capital Improvements Program or CIP to determine capital facilities needs within a 10-year timeframe. This tool helps take stock of existing facilities and financial resources as well as plans for expansion of services due to growth in employment and population.

Public services go hand-in-hand with facilities. Public safety, education, economic development, etc. all depend on public facilities for delivery. While the CIP and impact fees will help fund facilities, services rely on annual tax revenues or fees and are accounted for in the operating budgets of their respective public bodies. Continuing to leverage partnerships between the public, private, and non-profit sectors and faith community is vital.

The county is currently in the process of completing their CIP. Once complete, the county will evaluate the feasibility of creating an impact fee to address anticipated growth in the Gateway/I-77 Exit 65 area.

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
1. Develop a Capital Improvements Program to help plan for capital facilities and major equipment investments for the next decade.	Chester County Council Consultant	Chester County	Immediate Year 1	Priority Investment
2. Prepare an Impact Fee Study as a funding tool for eligible capital projects.	Chester County Council Consultant	Chester County	Immediate Year 1	Priority Investment
3. Continue to improve the transportation network in Chester County to enhance economic development, tourism, and healthy lifestyles.	SCDOT Catawba Regional COG Chester County CTC	FHWA SCDOT	Ongoing Years 1-10	Transportation Economic Population

ACTION STEP	PARTNER	FUNDING SOURCE	TIMEFRAME	PLAN ELEMENT
4. Support school facilities improvements to address age, capacity, and location issues.	Chester County Schools	Chester County School District	Short-term Years 2-5	Community Facilities Cultural Resources Land Use
5. Promote the maintenance and development of recreation facilities such as the Carolina Thread Trail, Whitewater Kayaking, and Dearborn State Park in Great Falls, that support healthy lifestyles and combat chronic illnesses affecting Chester County Residents.	Eat Smart Move More Chester Local Councils Private and non-profit sectors SC Parks, Recreation and Tourism	SCPRT Foundations	Short-term Years 2-5	Community Facilities Population Transportation
6. Continue to support existing recreation assets including Chester State Park, Landsford Canal State Park, Rocky Creek Trail (Part of the Carolina Thread Trail), and Sumter National Forest.	SC Parks, Recreation and Tourism Olde English District	SCPRT	Ongoing Years 1-10	Community Facilities Population

PUBLIC FACILITIES AND SERVICES ACRONYMS

CTC – County Transportation Committee

FHWA – Federal Highway Administration

SCPRT – SC Department of Parks, Recreation
and Tourism

SCDOT – SC Department of Transportation

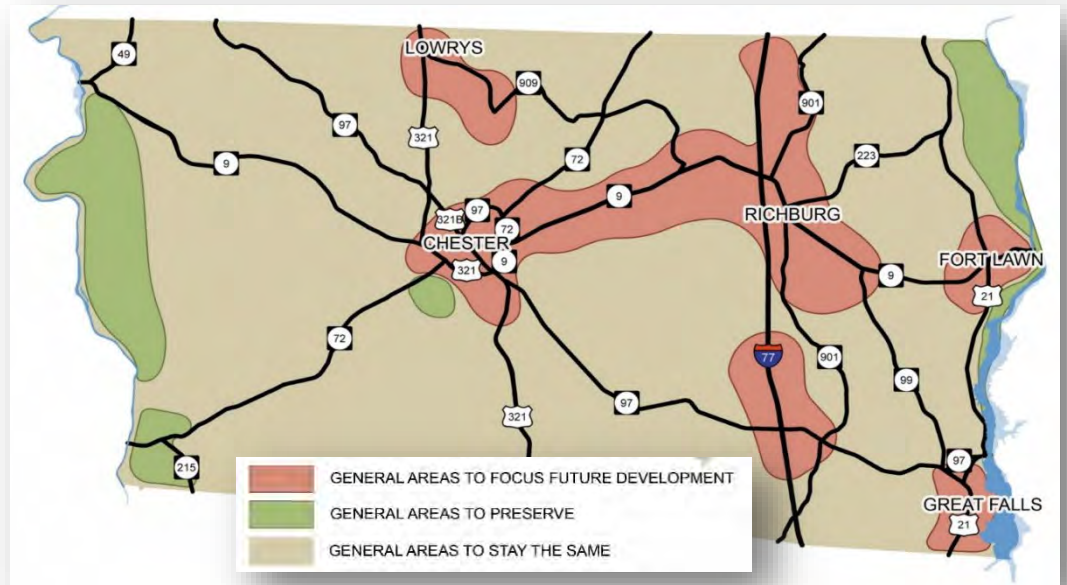
FUTURE LAND USE PLAN

The Future Land Use Plan takes into consideration community assets and public infrastructure (existing and proposed) that was identified in preceding sections of the Comprehensive Plan to provide a context for policy-makers to use when updating ordinances and policies that affect future public and private development activities. It also locates in general terms where future growth may occur in the county and specifically where it may occur in relation to the municipalities. The map on this page is a visual tool that helps answer the question of where growth should occur based on three choices:

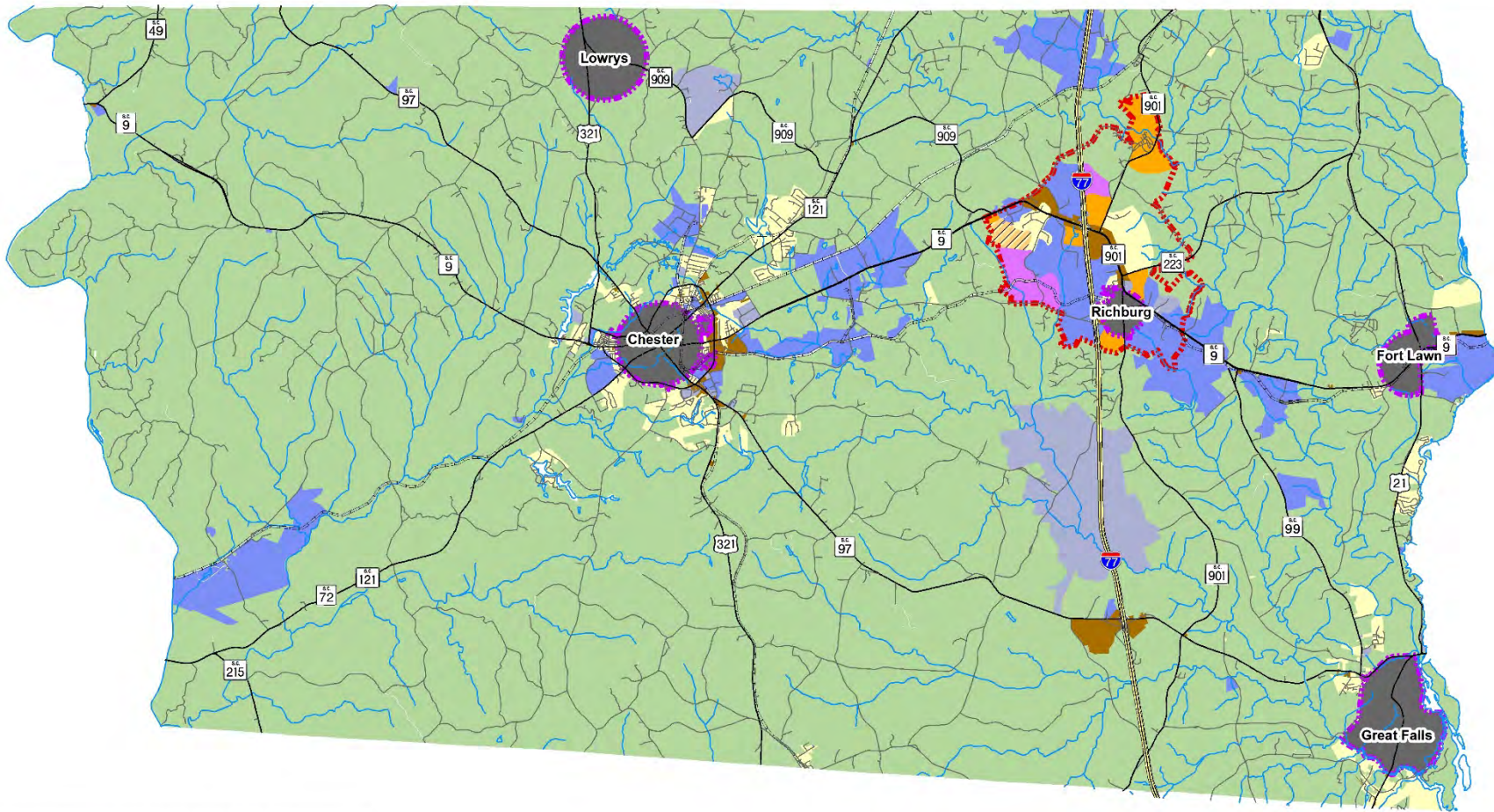
- Areas to focus future development
- Areas to preserve
- Areas to stay the same

To increase the likelihood that a new zoning ordinance and map will better reflect key principles, intended development patterns, and standards discussed in the Comprehensive Plan, seven general land use classifications have been used. This approach will provide flexibility for appropriately mixing land uses and re-shaping the current development pattern of the county to protect each local community's natural and cultural assets while balancing the demands for growth. Similarly, when the Gateway Area Master Plan was prepared, nine land use categories were identified as the framework for future development. The Future Land Use Map on the following page incorporates the Gateway District boundary and land uses. Also, areas within the municipalities are shaded to reflect their independent decision-making authority. The Gateway Master Plan should be used as a supplement to the Comprehensive Plan that can be amended and updated as needed.

Where Should We Grow?



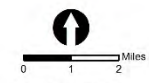
Source: Chester County, CROCOG, and SCDOT. **Note: This illustration is a thematic map and is only for illustrative purposes only.**



Land Use Category	Gateway Land Use	Road Type
Rural Living	Rural Living	Interstate
Suburban Neighborhood	Single Family Residential	Major Road
Suburban Center	Mixed Residential	Local Road
Walkable Center	Mixed Use	Rail Road
Town Center	Town Center	Water Feature
Industrial Center	Commercial	Municipality
Special District	Mixed Use Industrial	Gateway Planning Area
	Industrial	
	Institutional	

Future Land Use Map

Chester County Comprehensive Plan



Revised December 2018

Data Sourced from Catawba Regional Council of Governments, & Chester County Planning Department

Catawba Regional COG disclaims any liability or responsibility for damages that may arise from the use of this map. While efforts have been made to insure accuracy, utility of this map and data therein should be limited to representational purposes only.

COMMUNITY TYPES

The Land Use Map uses a simple, but important concept introduced during the CONNECT regional planning process—designating areas based on “community types.” Community types are physical descriptions of different kinds of built or natural environments such as “rural living,” “walkable neighborhood,” or “suburban commercial center” to name just a few. The use of community types marks a significant shift in planning practice in the last two decades, away from conventional and functional designations that merely specified the use of land and towards a renewed interest in the relationships between land uses and urban design. The objective of this more contextual way of classifying land uses is to produce more economically and environmentally attractive places to live, work, and play.

Detailed descriptions and graphics for each of the future land use classifications are available in the Appendix (example shown here). This information will be used as the foundation for re-writing development codes and updating the zoning map. Additional graphics for the future land use categories are provided on the following pages as illustrative examples that are readily understandable and relatable to existing communities in Chester County.

CONNECT Our Future
Vibrant Communities – Robust Region

Rural Living

The Community Type “Rural Living” includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded “conservation subdivisions” whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations.

Place Types Included:

- Working Farm (WF)
- Rural Living (RL)
- Conservation-based Subdivision (CBS)
- Rural Crossroads (RC)

Land Use Considerations

Land uses listed for the community type represent typical development in the category. They are not meant to be an exhaustive list of all permitted or conditional uses that would be allowed in the place type.

- Cultivated Farmland
- Woodlands / Timber Harvesting
- Livestock / Arable
- Natural Area
- Single-Family Detached Home
- Small or lot Single Family and Town Homes
- Mobile Home
- Biens / Storage
- Light Industrial (ancillary to farming)
- Church
- Gas Station
- Convenience Store / Hardware Store / Restaurant

Form & Pattern

The form and pattern table displays generalized development characteristics associated with the place type. Working together, these elements reinforce a sense of place and community brand important to distinguishing development in this category from others in the region.

Form & Pattern	
General Development Pattern	Separate Uses
Residential Density	05-25 DU/VA
Non-Residential Intensity	05-20 FAR
Prevailing Building Height	1-2 Stories
Transportation Choices	Auto
Typical Block Length	N/A
Open Space Elements	Natural Areas/Streets Corridor
Street Pattern	Curvilinear
Street Connectivity	Low
Parking Provisions	Private Drive
Typical Street Cross Section	Rural/Suburban

Place Types Included:

- Working Farm (WF)
- Rural Living (RL)
- Conservation-based Subdivision (CBS)
- Rural Crossroads (RC)

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- Cultivated Farmland
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- Livestock / Arable
- Natural Area
- Single-Family Detached Home
- Small or lot Single Family and Town Homes
- Mobile Home
- Biens / Storage
- Light Industrial (ancillary to farming)
- Church
- Gas Station
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Street Pattern	Curvilinear
Street Connectivity	Low
Parking Provisions	Private Drive
Typical Street Cross Section	Rural/Suburban

Rural Living



Suburban Neighborhood



Source: Connect our Future

Suburban Center



Walkable Center



Source: Connect our Future

Town Center



Industrial Center



PRIORITY INVESTMENT PLAN

In May 2007, the South Carolina Priority Investment Act (PIA) was signed into law. The PIA consists of amendments to the 1994 Local Government Comprehensive Planning Enabling Act that include adding a new Priority Investment Element to the list of required elements for local comprehensive plans. The Priority Investment Element serves to connect the major capital improvement needs identified in the other elements of the comprehensive plan. State Law notes that:

A priority investment element [is required] that analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects for expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads, and schools. The recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies. For the purposes of this item, 'adjacent and relevant jurisdictions and agencies' means those counties, municipalities, public service districts, school districts, public and private utilities, transportation agencies, and other public entities that are affected by or have planning authority over the public project. For the purposes of this item, 'coordination' means written notification by the local planning commission or its staff to adjacent and relevant jurisdictions and agencies of the proposed projects and the opportunity for adjacent and relevant jurisdictions and agencies to provide comment to the planning commission or its staff concerning the proposed projects. [www.scstatehouse.gov/code/t06c029.htm]

The legal definition of 'public infrastructure and facilities' is somewhat flexible; therefore, this element will include a ten-year inventory of public facilities and infrastructure improvements that have an estimated cost of at least \$100,000 and are identified in one or more of the following:

1. Capital Sales Tax Projects
2. Chester County Capital Improvements Program
3. Strategic or Capital Plans for any unit of local government in Chester County
4. Strategic or Capital Plans for any utility provider in Chester County
5. Strategic or Capital Plans for any state or federal agency in Chester County

The County is currently in the process of developing a Capital Improvement Plan, once complete, the Priority Investment Element can be completed.



A RESOLUTION OF THE CHESTER COUNTY PLANNING COMMISSION TO RECOMMEND THE UPDATE OF THE CHESTER COUNTY COMPREHENSIVE PLAN

WHEREAS, Chester County Council adopted the 2005 Chester County Comprehensive Plan in April 2005, and

WHEREAS, the Chester County Planning Commission finds it necessary and appropriate to re-evaluate the 2005 Chester County Comprehensive Plan and draft the 2020-2030 Chester County Comprehensive Plan to meet changing conditions; and

WHEREAS, Chester County Council will consider the adoption of the 2020-2030 Chester County Comprehensive Plan, hereinafter referred to as "the Comprehensive Plan" to provide a coordinated and comprehensive plan of the long-term goals, objectives, and priorities of Chester County; and

WHEREAS, the Comprehensive Plan will include all of the planning elements required by Chapter 29 of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, and its amendments, as follows;

1. a population element which considers historic trends and projections, household numbers and sizes, educational levels and income characteristics;
2. an economic development element which considers labor force and labor force characteristics, employment by place of work and residence and analysis of the economic base;
3. a natural resources element which considers slope characteristics, prime agricultural and forest land, plant and animal habitats, parks and recreation areas, scenic views and sites, wetlands and soil types;
4. a cultural resources element which considers historic buildings and structures, commercial districts, residential districts, unique, natural or scenic resources, and archaeological and other cultural resources;
5. a community facilities element which considers water supply, treatment and distribution,

- sewage system and wastewater treatment, solid waste collection and disposal, fire protection, emergency medical services and general government facilities, education facilities, and libraries and other cultural facilities;
6. a housing element which considers location, types, age and condition of housing, owner and renter occupancy, affordability of housing, analysis to ascertain nonessential housing regulatory requirements that add to the cost of developing affordable housing but are not necessary to protect the public health, safety or welfare, and analysis of market based incentives that may be made available to encourage development of affordable housing, which incentives may include density bonuses, design flexibility and streamlined permitting processes;
 7. a land use element which considers existing and future land use by categories, including residential, commercial, industrial, agricultural, forestry, mining, public and quasi public, recreation, parks, open space and vacant or undeveloped;
 8. a transportation element that considers transportation facilities, including major road improvements, new road construction, transit projects, pedestrian and bicycle projects, and other elements of a transportation network, and
 9. a priority investment element that analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects and expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads and schools.

WHEREAS, the recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies, Chester County Planning Commission will duly comply; and

WHEREAS, Chester County will incorporate public participation throughout the process and work to include the interests of residents, civic groups, development groups, business leaders, environmental leaders, and elected officials; and

WHEREAS, the efforts of the citizens and the staff of the Planning Department will result in an innovative and achievable Comprehensive Plan to guide future growth; and

WHEREAS, for the Comprehensive Plan to remain responsive and relevant to changing conditions, it will be amended from time to time; and

WHEREAS, the minimum public hearing requirements will be satisfied; and

WHEREAS, the Chester County Planning Commission finds that Chester County Comprehensive Plan 2020-2030 is critical, appropriate, necessary and desirable to guide the development and redevelopment of its area of jurisdiction.

Now, therefore be it resolved by Chester County Planning Commission that, work shall commence immediately to accomplish the tasks outlined above to meet the requirements of Chapter 29 of the South Carolina local Government Comprehensive Planning Enabling Act of 1994, and hereby recommended to the Chester County Council that necessary resources be

allocated.

Signature Page to Follow

DONE IN MEETING DULY ASSEMBLED, this 19 day of October, 2021.

CHESTER COUNTY PLANNING COMMISSION



Robert Raines
Chair, Chester County Planning Commission

ATTEST:



Michael Levister
Chester County Planning Director

**CHESTER COUNTY, SOUTH CAROLINA
ORDINANCE NO. 2021-12**

**ADOPTING THE REQUIREMENTS OF THE SOUTH CAROLINA
LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT;
CREATING UNIFORM REQUIREMENTS FOR THE COUNTY'S
EXECUTING AND DELIVERING DEVELOPMENT
AGREEMENTS; AND OTHER RELATED MATTERS.**

WHEREAS, the Chester County Council (“County Council”), as the governing body of Chester County, South Carolina (“County”) finds:

- (a) the lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning;
- (b) assurance to a developer that upon receipt of its development permits it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services;
- (c) because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public;
- (d) public benefits derived from development agreements may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements. These public benefits may be negotiated in return for the vesting of development rights for a specific period;
- (e) land planning and development involve review and action by multiple governmental agencies. The use of development agreements may facilitate the cooperation and coordination of the requirements and needs of the various governmental agencies having jurisdiction over land development;
- (f) development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project;
- (g) development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State;
- (h) it is the intent of the County Council to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development;
- (i) this intent is effected by authorizing the appropriate local governments and agencies to enter into development agreements with developers, subject to the procedures and requirements of the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated section 6-31-10, *et seq.* (collectively, “Act”), and this Ordinance; and

ORDINANCE NO. 2021-12

- (j) this Ordinance must be regarded as supplemental and additional to the powers conferred in the County and other government agencies by other laws and must not be regarded as in derogation of any powers existing on the effective date of this chapter.

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

Section 1. *Incorporation of Findings.* The County hereby adopts and incorporates the findings contained in the “WHEREAS” clause above.

Section 2. *Adoption of State Law.* The County hereby adopts and incorporates into the County Code, the Act, including all findings and requirements.

Section 3. *Development Agreement Requirements.* In addition to any requirements for a valid development agreement as contained in the Act, the County adopts the list of requirements as contained on Exhibit A, which is incorporated herein by reference as if set out in this Ordinance in its entirety.

Section 4. *Development Agreement Approval Process.* Prior to the consideration by the County Council of any proposed development agreement, the County Planning Director in consultation with the County attorney shall ensure the form, terms, and provisions of the proposed development agreement are consistent with the Act and the requirements of this Ordinance.

Section 5. *Additional Provisions.*

(a) The Supervisor/Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and

(e) All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr, Wylie Frederick, Chair, County Council
Chester County, South Carolina

[SEAL]

Attest:

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

First Reading: September 7, 2021
Second Reading: September 20, 2021
Public Hearing: December 6, 2021
Third Reading: December 6, 2021

EXHIBIT A
DEVELOPMENT AGREEMENT REQUIREMENTS

- (A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.
- (B) the duration of the agreement which must comply with section 6-31-40 of the Act.
- (C) a representation by the developer of the number of acres of highland contained in the property subject to the agreement.
- (D) the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.
- (E) the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height.
- (F) a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.
- (G) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.
- (H) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.
- (I) a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations.
- (J) a description, where appropriate, of any provisions for the preservation and restoration of historic structures.
- (K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals.
- (L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement.
- (M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of the County Code of Ordinances, or both.
- (N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement.

ORDINANCE NO. 2021-12

- (O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply.
- (P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement.
- (Q) a provision for periodic review, consistent with the provisions of the Act.
- (R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of the Act.
- (S) a provision that the developer, within 14 days after the County executes the Agreement, will record the Agreement with the County Clerk of Court.
- (T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, the County and the developer.
- (U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable.

**CHESTER COUNTY, SOUTH CAROLINA
ORDINANCE NO. 2021-13**

**APPROVING THE EXECUTION AND DELIVERY OF A
PROJECT AGREEMENT BETWEEN THE COUNTY AND
PROJECT VILLAGE DRIVE; AND OTHER RELATED
MATTERS.**

WHEREAS, South Carolina law authorizes counties to take actions not inconsistent with the Constitution and general laws of the State, regarding any subject the county finds necessary and proper for the general welfare and convenience of the county, including to execute and deliver contracts, to assist in redeveloping blighted areas, and to receive funds and expend funds;

WHEREAS, a project known to Chester County, South Carolina (“County”) as Project Village Drive, which is to be developed by [ENTITY] (“Developer”), which owns, or intends to purchase, real property in the County at one or more parcels as more fully described on the attached Exhibit A, which is attached to this Ordinance and incorporated herein by reference (“Property”);

WHEREAS, on Property, Developer intends to design and construct a [mixed used development, consisting of multi-family, retail, restaurant, and other related facilities] (collectively “Development”), which will result in the expenditure of approximately \$[] in capital investment;

WHEREAS, the County intends to assist with Development by (a) making improvements to public infrastructure, (b) providing Developer with development grant funds, and (c) acquiring parcel(s) to assist Developer with land acquisition;

WHEREAS, the County and Developer have memorialized each party’s respective commitments in an agreement, the substantially final form of which is attached as Exhibit B, which is attached to this Ordinance and incorporated herein by reference (“Project Agreement”).

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

Section 1. *Incorporation of Findings.* The County hereby adopts and incorporates the findings contained in the “WHEREAS” clauses above.

Section 2. *Project Agreement Approval.* The Project Agreement, attached as Exhibit B, which is now before this meeting, is approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Project Agreement were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk of the County Council be, and they are hereby authorized, empowered and directed to execute, acknowledge, and deliver the Project Agreement in the name and on behalf of the County, and thereupon to cause the Project Agreement to be delivered to the developer. The Project Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder, or otherwise constitute a major or moderate modification as provided in the form of the Project Agreement, and which shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Project Agreement now before this meeting.

Section 3. *Additional Provisions.*

(a) The Supervisor/Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

ORDINANCE NO. 2021-13

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder; and

(e) All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

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

ORDINANCE NO. 2021-13

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr, Wylie Frederick, Interim Chair, County Council
Chester County, South Carolina

[SEAL]

Attest:

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

First Reading: September 7, 2021
Second Reading: November 15th, 2021
Public Hearing: December 6th, 2021
Third Reading: December 6th, 2021

EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT B
FORM OF PROJECT AGREEMENT (PROJECT VILLAGE DRIVE)

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

SOUTH CAROLINA) **DEVELOPMENT AGREEMENT**
) **WINCHESTER DEVELOPMENT**
CHESTER COUNTY)

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of December __, 2021 (“Agreement Date”), by and among Chester Land Holdings, LLC, a South Carolina limited liability company (“The Developer”), and the **CHESTER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate, a political subdivision of the State of South Carolina (“State”), each a “Party,” collectively “Parties.”

RECITALS

WHEREAS, the Developer owns legal title to certain real property consisting of approximately 334.8 +/- acres, located in the County, and known as Winchester Development and more fully described in Section 1.04 of this Agreement (“Property”); and

WHEREAS, the County has rezoned the Property a PD (Planned Development) District; and

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

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

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

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including 6-31-160, as amended (collectively, “Act”) and

Chester County Ordinance No. [] (“Ordinance No. []”), the parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE I GENERAL

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

Section 1.02. Definitions.

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

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

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

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

Section 1.04. Property. This Agreement applies to two (2) parcels of land identified as Chester County, South Carolina Tax Map Nos. 123-00-00-078-000 and 123-00-00-032-000, which is also referred to as the Property and reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.05. Zoning. The Property is currently zoned PD (Planned Development) pursuant to Ordinance No. 2021-[].

Section 1.06. Development Program.

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

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

Section 1.07. Development Schedule.

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

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

(C) The County agrees that if the Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall commencement of construction occur on or after a date that is 15 months after the Agreement Date.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment in writing, substantially in the form of Exhibit F attached hereto, to the Planning Director for the County who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment shall include an explanation and justification. The proposed adjustment shall become effective 45 days from receipt by the Planning Director for the County unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 45-day period.

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

Section 1.09. Benefits and Burdens.

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

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

(C) The Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property, (ii) will develop the Property in accordance with the terms and conditions of this Agreement, and (iii) the County has various agricultural activities in and around the Winchester Development and all owners of all or a portion of the Property shall be provided with, shall execute and have notarized, and shall return, a copy of the notice, which is attached as Exhibit [], to the

Developer and the County. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

Section 1.10. Term. The term of this Agreement shall commence on the Agreement Date and terminate 10 years thereafter as provided herein or by the Act; provided, however that the Developer and the County may extend the Term of this Agreement or enter into subsequent development agreements upon mutual written consent to the extent permitted by the Act.

The expiration of the Term of this Agreement shall have no effect on the validity or authority of any restrictive covenants except as may be specifically provided for therein.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-[] in accordance with the procedural requirements of the Act, Ordinance No. [] and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2021-[] that at least two (2) public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of The Developer.

(A) The Developer represents that the number of acres of highland contained in the Property is approximately 334.8 +/- acres.

(B) The Developer represents that, as of the Agreement Date, it owns legal title to the Property.

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

ARTICLE III DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

for the term of this Agreement when the Developer has complied with all requirements of section 5.19 of this Agreement.

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021-11, the UDO and the terms of this Agreement if and only if the Developer has complied with all the requirements of section 5.19 of this Agreement.

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

(E) The Developer acknowledges that the County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested, and in acceptable condition before final plat approval.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 11. The Parties agree that vested rights conferred upon the Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated Section 6-29-1510 through and including Section 6-29-1560, as amended, or the provisions of Ordinance No. 11, the County's ordinance relating to the Vested Rights Act.

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

(A) It is recognized that laws and regulations will periodically change. The County shall not enforce subsequently adopted laws and land development regulations on the development of the Property except in conformance with the procedures and provisions of Section 6-31-80(B) of the Act in effect as of the Effective Date.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property. No moratorium or schedule for allocation or approval of any development permits as set forth in Section 3.04 hereof, or any other subsequently adopted laws and land development regulations shall affect the rights and prerogatives of the Developer under this Agreement except in conformance with Section 5.02 hereof.

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

Section 3.04. Development Permits.

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

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

(B) The failure of this Agreement to address a particular development permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with this Agreement, the law governing the permitting requirements, conditions, terms, or restrictions, as may be applicable. The failure of this Agreement to address a particular development permit does not abrogate the Development Rights arising out of this Agreement where such development permit is customary or necessary for the development of the Property, and consistent with the intent and purpose of this Agreement.

(C) With respect to the County's review and processing of subdivision plats, development plan applications, grading permits, building permits, certificates of occupancy and other County permits, applications and approvals relating to the development of the Property (including dwellings and other improvements thereon), the County shall approve or reject (and, in the case of a rejection, provide feedback necessary for the Developer to resubmit any such submittals) within the time limitations as set forth in the County ordinances.

Section 3.05. Transfer of Real Property and Assignment of Development Rights.

(A) Nothing in this Agreement shall limit or constrain the Developer's right to legally convey, sell, transfer, ground lease, or otherwise dedicate any portion or all of the Property or an interest therein to any other person, firm, corporation, or entity.

Together with any conveyance or transfer of interest in a portion or all of the Property, the Developer may assign any portion or all of its Development Rights under this Agreement to such transferee or grantee, provided, however, that the County as a result of the assignment does not release any current or prior Developer from any or all of its obligations under this Agreement. If a purchaser, lessee, or other successor in interest of any portion of the Property becomes a Developer under this Agreement, then the each current and prior Developer remains, and the additional Developer becomes, responsible for the performance of the development obligations and the additional Developer is entitled to the Development Rights appurtenant to the portion of the Property so transferred, upon the recording with the Chester County Clerk of Court, together with recording of the instrument transferring an interest in the Property, an Assignment substantially in the form of Exhibit G attached hereto that (i) indicates the grantee's or transferee's acceptance of the development obligations, and (ii) identifies the Development Rights assigned to the grantee or transferee, appurtenant to the portion of the portion or all of the Property so assigned. The Developer may, at its sole discretion, retain those certain Development Rights and development obligations with respect to the portion of Property conveyed or transferred as may be more specifically set forth in the Assignment.

The Developer may transfer any or all Development Rights and/or development obligations to any person, firm, corporation, or entity even in an absence of a transfer of portion of Property and shall be entitled to effect a recording of an Assignment in accordance with this Section 3.05(A). Upon completion of the assignment, the Property Owner agrees to notify the County of such transfer and provide information in connection therewith, including the name, address and contact information for the transferee. This notification to the County shall occur prior to notification to third parties and/or a public announcement of the transfer.

Any Developer shall be entitled to legally convey real property in accordance with this Agreement and to legally assign its Development Rights and/or development obligations in accordance with this Section 3.05(A) in an instrument substantially in the Form of Assignment attached hereto as Exhibit G. The Developer acknowledges, and shall notify any subsequent purchaser of all or a portion of Property of the requirements of Section 1.09(C)(iii) hereof.

(B) The recording requirement of an Assignment shall not apply to (i) any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) any third party purchaser at such a foreclosure; or (iii) any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Any such mortgage lender or subsequent purchaser shall be bound by the development obligations and be a beneficiary of the Development Rights as successor in title to the Developer.

(C) Notwithstanding anything to the contrary in this Agreement, the Developer shall have the right to manage its corporate affairs in such manner that may cause another person, firm, corporation, or entity, including without limitation, the Developer's subsidiaries, and affiliates, to assume some or all of the Developer's Development Rights and/or development obligations pursuant to this Agreement (the "Assumption"). The provisions of Section 3.05(A) hereof pertaining to Assignment of Development Rights and development obligations to the Developers shall not apply to an Assumption. Timely following any Assumption, the Developer shall notify the County of the identity and address of the person, firm, corporation, or entity for the purpose of Section 5.01 hereof, and such person, firm, corporation, or entity shall be substituted and considered the Developer under this Agreement. Where an Assumption pertains only to a portion of the Developer's Development Rights and/or development obligations pursuant to this Agreement, the Developer shall also notify the County of the extent to which the Development Rights and/or development obligations shall be assumed.

ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.02. Payment of Costs. In addition to any other fees for which this Agreement provides, the Developer shall pay the County's legal fees incurred with the preparation of this Agreement, various conferences with County staff, and attendance at County meetings, and other related matters, in an amount not to exceed \$7,500. Such amount shall be paid within 30 days of the Developer's receipt of an invoice for

legal fees, which shall contain a generic (non-privileged) description of the services performed but need not include individual time entries and descriptions.

Section 4.03. Other Charges or Fees.

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

(B) All single-family detached dwellings shall be subject to a \$1,500 impact fee, payable by the building permit applicant to the County at the time of issuance of the building permit.

Section 4.04. Infrastructure and Services. The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by the Developer, and many necessary infrastructure improvements and services will be provided by the Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

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

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

(C) Storm Water Management. The Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by the Developer or a homeowners' association. The County is not

responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

(E) Fire Service, Emergency Medical Service, and Law Enforcement. The Property is in [] fire service area and fire services will be provided by the [], or its successor entities. The Developer will dedicate two (2) acres of the Property along Edgeland Road, such location to be mutually approved by the Developer and the County, for use by fire services, emergency medical services, and/or law enforcement departments.

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

ARTICLE V MISCELLANEOUS

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

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

With a Copy to (does not constitute notice):

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

With a Copy to (does not constitute notice):

King Kozlarek Law LLC
Attn: Michael E. Kozlarek, Esq.
201 Riverplace Suite 500 (hand delivery/courier service)
Post Office Box 565
Greenville, South Carolina 29602-0565

To The Developer: Chester Land Holdings, LLC
Attn: Johnathan McCall
2627 Brekonridge Centre Drive (mail/hand delivery/courier service)
Monroe, North Carolina 28110

With a Copy to (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Ron Scott, Esq.
1201 Main Street (hand delivery/courier service)
P.O. Box 11889
Columbia, South Carolina 29201

Section 5.02. Amendments.

(A) This Agreement may not be amended or cancelled in whole or in part except upon mutual consent of the County and the Developer, and in compliance with the Act. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) Any major modification of this Agreement shall constitute an amendment of this Agreement and may occur only pursuant to the public notice and hearing requirements of the Act. Minor and moderate modifications to this Agreement, enumerated in Exhibit B attached hereto, may be made without a public hearing or an amendment of this Agreement upon mutual written consent of the County and the Developer. A proposed modification not enumerated in Exhibit B shall be deemed a major modification.

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

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

Section 5.04. Breach of Agreement.

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for the County, or the Planning Director's designee, determines that the Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for the County shall serve notice in writing, within a reasonable time after the periodic review, on the Developer setting forth with reasonable particularity the nature of the breach and the information supporting the determination, and providing the Developer 60 days in which to cure or rectify said breach or account for those obligations pursuant to this Agreement that have a material effect on the ability of the Developer to cure such breach.

(B) If the Developer fails to cure the breach within 60 days, or if the breach cannot be cured within such 60 days period and the Developer does not commence to cure the breach within such 60 days period, and thereafter diligently pursue the same to completion, then the County may unilaterally terminate or modify this Agreement; provided, that prior to terminating or modifying this Agreement as provided in this section, County Council must first give the Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

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

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

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

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

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

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

Within 60 days of a receipt of a written request sent by the Developer to the County, the County shall issue an estoppel certificate in recordable form that with regard to the portion or all of the Property described in the request, and except as stated, to the best of the County's knowledge, without any inquiry, there are no violations or breaches of this Agreement. The estoppel certificate will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. If the County does not respond to such request within 60 days of its receipt, the Property described in the request shall be deemed in compliance with this Agreement.

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

Section 5.18. Severability. If any part of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall be given such construction as to permit it to comply with the requirements of all applicable laws and the intent of the Parties hereto. In the event that any part or all of this Agreement is held to be void by a court of competent jurisdiction, the provisions of Ordinance [] shall remain effective until amended through such process as may be required for the amendment of the Ordinance [] by the County at the time of the amendment.

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and the Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Supervisor clocked-in copies, of the recorded Agreement. If the County Supervisor has not received clocked-in copies of the Agreement within ten (10) business days after recording the Agreement with the Chester County Clerk of Court, then this Agreement is automatically terminated without further action of either the County or the Developer. The obligation of the Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on the Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. Indemnification Covenants.

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

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

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

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

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

[TWO SIGNATURE PAGES AND 11 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

WITNESSES:

Name:

Name:

THE DEVELOPER:

CHESTER LAND HOLDINGS, LLC,
A South Carolina Limited Liability Company

By:
Its:

STATE OF _____)

COUNTY OF _____)

ACKNOWLEDGMENT

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

Dated: _____

Notary Public for the State of _____

My commission expires: _____

[NOTARIAL SEAL]

WITNESSES:

Name:

Name:

Attest:

Karen Lee
Clerk to County Council

COUNTY:

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

By: Dr. Wylie Frederick
Its: Interim County Supervisor

[COUNTY SEAL]

SOUTH CAROLINA)
)
CHESTER COUNTY)

ACKNOWLEDGMENT

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

Dated: _____

Notary Public for the State of _____

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A
PROPERTY DESCRIPTION

TRACT I:

All that certain piece, parcel or tract of land, lying and being situate in Lewisville Township, Chester County, South Carolina, on S.C. 901 and Lando Road, containing 334.367 acres, and being shown on "Plat of Survey for Burns-Reid, L.C., a Virginia LLC, Bess Burns & Sarah B. Clary Located on S.C. 901, Lewisville Township, Chester County, South Carolina" prepared by Hipp Land Surveying, Inc. by William V. Hipp, PLS #17567, dated February 21, 2014, recorded on March 17, 2014 in Plat Cabinet E, Slide 3, Page 1, in the Office of the Clerk of Court for Chester County, South Carolina, reference to which plat is hereby made for a more particular metes and bounds description.

TMS: 123-00-00-032

TRACT II:

All that certain piece, parcel or tract of land being shown on "Plat of Property of Bess F. Burns" prepared by White Land Surveying, Inc. by William C. White, PLS #11077, dated April 24, 1999, recorded in Plat Cabinet C, Slide 164, Page 6B, in the Office of the Clerk of Court for Chester County, South Carolina, and being more particularly described according to said plat as follows: BEGINNING at a new mag nail with i.d. cap at or near the centerline of South Carolina Highway 901 (75' right-of-way), thence N. 76°00'00" E. 114.78 feet to a new mag nail with i.d. cap; thence leaving the centerline of the right-of-way of South Carolina Highway 901, S. 14°00'00" E. 37.50 feet to a new #5 rebar with i.d. cap; thence S. 14°00'00" E. 123.73 feet to a new #5 rebar with i.d. cap; thence S. 66°30'21" W. 116.38 feet to a new #5 rebar with i.d. cap; thence N. 14°00'00" W. 142.92 feet to a new #5 rebar with i.d. cap; thence N. 14°00'00" W. 37.50 feet to a new mag nail with i.d. cap, being the POINT OF BEGINNING, consisting of 0.450 acre, more or less.

TMS: 123-00-00-078

Being the same property conveyed to Chester Land Holdings, LLC, a South Carolina limited liability company, by quit claim deed from Sarah Burns Clary, Jean Burns Reid and Burns-Reid, L.C., dated April 30, 2021, and recorded on May 3, 2021, in Book 1341, page 129 in the Office of the Clerk of Court for Chester County, South Carolina.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT B
DEVELOPMENT PROGRAM

1. *Winchester Conceptual Rezoning Plan*: The Winchester Conceptual Rezoning Plan, which is attached hereto as Exhibit B-1, and the Winchester Anticipated Project Schedule, which is attached hereto as Exhibit B-2, both of which are incorporated herein by reference, and made a part hereof, shall serve as the general guide for the location of public facilities, roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Winchester Conceptual Rezoning Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District*: The Property is in the PD (Planned Development) zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement.

3. *Permitted Uses*: The Property shall be permitted to include commercial development, including all permitted uses in the Limited Commercial District as set forth in the [**CHESTER COUNTY ZONING ORDINANCE**]. The Property shall also be permitted to be developed as a residential community to include single-family detached dwellings and their associated accessory uses and amenities (including, but not limited to, clubhouses, pools, pocket parks, seating areas, landscaped areas, playgrounds, open multi-purpose lawn spaces, dog parks, and trails), with all other uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Winchester Conceptual Rezoning Plan.

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

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

MODIFIED MINIMUM DIMENSIONAL STANDARDS*

a. Uses and densities for the development will be limited as shown on the Winchester Conceptual Rezoning Plan.

b. No homes will front on the main boulevard identified as "Road A" on the Winchester Conceptual Rezoning Plan.

c. Maximum structure height shall be 35 feet (*not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, and antennae*).

d. Medium Density Area:

- i. Minimum lot width: 30'
- ii. Minimum lot size: 2,700 square feet
- iii. Minimum front setback: 20'
- iv. Minimum side setback: 5'
- v. Minimum rear setback: 20'

- e. Low Density Area:
 - i. Minimum lot width: 60'
 - ii. Minimum lot size: 7,800 square feet
 - iii. Minimum front setback: 25'
 - iv. Minimum side setback: 5' (10' setback from roadway for corner lots)
 - v. Minimum rear setback: 25'

* All other development standards shall conform to the General Provisions, Permitted Uses and Lot Information, Lot Standards, Transportation and Site Circulation, Environmental, Landscape, Open Space and Signage, Architecture, Phasing, and Fire provisions as generally set forth in the Winchester Conceptual Rezoning Plan.

6. *Maximum Development Intensity:* The maximum number of residential units developed at the Property shall be limited to 1,150.

7. *Residential Section – Site Layout and Architecture:*

a. General Site Layout: The site layout shall generally conform to the Winchester Conceptual Rezoning Plan.

b. Architecture: Architectural standards for buildings shall generally conform to the Winchester Conceptual Rezoning Plan.

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

a. General Site Layout: The site layout shall generally conform to the Winchester Conceptual Rezoning Plan.

b. Architectural Design and Materials: Architectural standards for buildings shall generally conform to the Winchester Conceptual Rezoning Plan.

9. *Open Space and Landscaping:* A minimum of 15% of the total development acreage shall be set aside as open space including, but not limited to, parks, green space, buffers, and water quality facilities. All open space will be managed by the Homeowners' Association.

10. *Transportation:* Offsite and onsite improvements shall conform to Section D of the Winchester Conceptual Rezoning Plan.

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

a. Minor Modifications: Minor Modifications shall only be to the Winchester Conceptual Rezoning Plan. The Planning Director for the County shall determine what shall constitute a Minor Modification and

have the authority to administratively approve such. The following modifications, adjustment, and clarifications shall constitute Minor Modifications to this agreement:

- i. Correction of any typographic or scrivener's error.
- ii. Minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff.
- iii. Administrative determinations pursuant to a periodic review in accordance with Section 5.03 of the Agreement.
- iv. Recording of any subsequent laws or regulations enforceable pursuant to the public hearing provisions of Section 6-31-80(B) of the Act.
- v. Recording of modification in the addressee provisions of Section 5.01 of the Agreement.
- vi. Recording of any instruments or documentation to evidence any act permissible or regulated pursuant to the terms of the Agreement, where the Agreement does not specifically provide for the recording of such instruments or documentation.
- vii. Dimensional adjustments that are within ten percent (10%) of the dimensional requirements in the Agreement or other applicable County codes or ordinances, as approved by the Planning Director for the County.

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT C
DEVELOPMENT SCHEDULE

This estimated Development Schedule is subject to update according to Section 1.07 of the Agreement. Within 60 days after the Agreement Date, the Developer anticipates beginning environmental assessments, site development studies, and/or plan development for the Property. Subject to approval by the County of development plans and permits, which approval the County agrees that it will not unreasonably withhold, the Developer anticipates beginning construction at the Property within 15 months after the Agreement Date. Consistent with the long-term approach to planning and developing the Property, the County and the Developer anticipate the following interim completion dates for development of the Property pursuant to the Agreement.

<u>Year</u>	<u>Percentage Completed</u>
5	50%
10	100%

For the limited purpose of this Exhibit C only, the Development of any portion of the Property shall be deemed completed upon the approval of a final plat for such portion.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT D
REQUIRED INFORMATION

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Chester Land Holdings, LLC, is the legal and equitable owner of the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT E
LAWS AND LAND DEVELOPMENT REGULATIONS

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

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

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

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

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

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

[insert name]
Chester County Planning Director

Planning Director’s Dated Stamp of Approval

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

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

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

[insert Section 6. only if Petitioner is not Chester Land Holdings, LLC or its successor in corporate interest]

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

Witness:

Print Name: _____

Print Name: _____

Property Owner:

By: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

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

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

Notary Public for _____
County, State of _____

(Witness #1 sign here)

My Commission Expires: _____

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]

**Exhibit G
Form Assignment**

STATE OF SOUTH CAROLINA)		ASSIGNMENT AND ASSUMPTION
)		OF CERTAIN DEVELOPMENT RIGHTS
)		AND OBLIGATIONS PURSUANT TO
COUNTY OF CHESTER)		A DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF CERTAIN DEVELOPMENT RIGHTS AND OBLIGATIONS PURSUANT TO A DEVELOPMENT AGREEMENT (“Assignment”) is made effective on the

[insert date of Assignment]

, by

[insert name of assignor]

, (the “Assignor”), and

[insert name of assignee]

, (the “Assignee”), (collectively, the “Parties”).

RECITALS

WHEREAS, CHESTER LAND HOLDINGS, LLC, a South Carolina limited liability company, is a party to that certain Development Agreement with CHESTER COUNTY, SOUTH CAROLINA, effective date of _____, 2021, recorded on _____, 2021 in the office of Chester County Clerk of Court in Book _____, Page _____ (the “Development Agreement”); and

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

WHEREAS, the Development Agreement establishes certain vested Development Rights and development obligations as more specifically set forth therewith; and

WHEREAS, Section 3.05 of the Development Agreement authorizes the conveyance, sale, transfer, ground lease, and other dedications by Chester Land Holdings, LLC and its successors and assigns of any portion or all of the Property, and Sections 3.05 and 5.14 of the Development Agreement authorizes the Assignment by Chester Land Holdings, LLC and its successors and assigns, of any portion or all of its Development Rights and/or development obligations to such transferee or grantee; and

[insert interim conveyances and assignments, if any]

WHEREAS, on

[insert date of contract to sell and purchase a portion or all of the Property]

Assignor and Assignee entered into a contract to sell and purchase that portion of the Property as more specifically set forth in the legal description attached hereto as Attachment A (the "Assignment Property"); and

WHEREAS, in consideration of Assignor's agreement to convey the Assignment Property to Assignee, Assignee has agreed to assume those certain development obligations under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below; and

WHEREAS, in consideration of Assignee's agreement to acquire the Assignment Property, Assignor has agreed to assign to Assignee those certain Development Rights under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the Parties agree as follows:

1. **Assignment and Assumption of Development Rights.** Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, those certain Development Rights as specifically set forth herein:

[insert assigned Development Rights]

2. **Retained Development Rights.** Assignor retains any and all Development Rights not specifically assigned to Assignee herein above, including without limitation:

[insert retained Development Rights]

3. **Assignment and Assumption of Development Obligations.** Assignor hereby assigns to Assignee and Assignee hereby assumes from Assignor those certain development obligations as specifically set forth herein:

[insert assigned development obligations]

4. **Retained Development Obligations.** Assignor retains the following development obligations:

[insert retained development obligations]

5. **Release; Indemnity.** Assignee hereby releases Assignor and its successors and assigns (other than Assignee and its affiliates, successors, and assigns) from any and all liability in connection with the performance of any of the development obligations and the exercise of any Development Rights as specifically set forth herein above. Assignee shall indemnify, defend and hold harmless Assignor and its members, managers, officers, agents, employees, successors and assigns, from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees) arising in any manner, directly or indirectly, out of or by reason of the development obligations and Development Rights as specifically set forth hereinabove. This indemnification shall survive the execution and delivery of this Assignment and the closing of the sale of the Assignment Property to Assignee.

6. **Severability**. If any provision of this Assignment shall be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected thereby.

7. **Notice to Chester County**. Assignor covenants and agrees for the benefit of Assignee that, to the full extent required under the Development Agreement, Assignor shall, prior to or contemporaneously with the making hereof, comply with all requirements of the Development Agreement regarding notice of Assignment to Chester County. Pursuant to Section 3.05 of the Development Agreement, Assignee shall have the obligation to record this executed Assignment with the Chester County Clerk of Court, together with the recording of the instrument transferring an interest in the Assignment Property to Assignee.

8. **Binding Effect**. This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the title to the Property.

9. **Authority**. The undersigned Parties each represent and warrant that this Assignment has been duly authorized by all necessary company action.

10. **Counterparts**. This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

[Insert Signature Pages]

[Insert Attachment A: Legal Description of Assignment Property]

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

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

(C) The County agrees that if the Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall commencement of construction occur on or after a date that is ~~eighteen (18)~~ 15 months after the Agreement Date.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment in writing, substantially in the form of Exhibit F attached hereto, to the Planning Director for the County who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment shall include an explanation and justification. The proposed adjustment shall become effective ~~30~~ 45 days from receipt by the Planning Director for the County unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the ~~30~~ 45-day period. ~~The County agrees that it will not unreasonably withhold its consent to any adjustment to the development schedule requested by the Developer, if the developer is able to demonstrate there is good cause to modify the development schedule as requested.~~

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

Section 1.09. Benefits and Burdens.

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

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

(C) The Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property, ~~and~~ (ii) will develop the Property in accordance with the terms and

conditions of this Agreement, and (iii) the County has various agricultural activities in and around the Winchester Development and all owners of all or a portion of the Property shall be provided with, shall execute and have notarized, and shall return, a copy of the notice, which is attached as Exhibit [] to the Developer and the County. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

Section 1.10. Term. The term of this Agreement shall commence on the Agreement Date and terminate 10 years thereafter as provided herein or by the Act; provided, however that the Developer and the County may extend the Term of this Agreement or enter into subsequent development agreements upon mutual written consent to the extent permitted by the Act.

The expiration of the Term of this Agreement shall have no effect on the validity or authority of any restrictive covenants except as may be specifically provided for therein.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-[] in accordance with the procedural requirements of the Act, Ordinance No. [] and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2021-[] that at least two (2) public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of The Developer.

(A) The Developer represents that the number of acres of highland contained in the Property is approximately 334.8 +/- acres.

(B) The Developer represents that, as of the Agreement Date, it owns legal title to the Property.

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

ARTICLE III DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021-~~11~~, the UDO and the terms of this Agreement if and only if the Developer has complied with all the requirements of section 5.19 of this Agreement. ~~The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned or assumed from time to time consistent with this Agreement.~~

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

(E) The Developer acknowledges that the County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested, and in acceptable condition before final plat approval.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 11. The Parties agree that vested rights conferred upon the Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated Section 6-29-1510 through and including Section 6-29-1560, as amended, or the provisions of Ordinance No. 11, the County's ordinance relating to the Vested Rights Act.

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

(A) It is recognized that laws and regulations will periodically change. The County shall not enforce subsequently adopted laws and land development regulations on the development of the Property except in conformance with the procedures and provisions of Section 6-31-80(B) of the Act in effect as of the Effective Date.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property. No moratorium or schedule for allocation or approval of any development permits as set forth in Section 3.04 hereof, or any other subsequently adopted laws and land development regulations shall affect

the rights and prerogatives of the Developer under this Agreement except in conformance with Section 5.02 hereof.

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

Section 3.04. Development Permits.

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

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

(B) The failure of this Agreement to address a particular development permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with this Agreement, the law governing the permitting requirements, conditions, terms, or restrictions, as may be applicable. The failure of this Agreement to address a particular development permit does not abrogate the Development Rights arising out of this Agreement where such development permit is customary or necessary for the development of the Property, and consistent with the intent and purpose of this Agreement.

(C) With respect to the County's review and processing of subdivision plats, development plan applications, grading permits, building permits, certificates of occupancy and other County permits, applications and approvals relating to the development of the Property (including dwellings and other improvements thereon), the County shall approve or reject (and, in the case of a rejection, provide feedback necessary for the Developer to resubmit any such submittals) within the time limitations as set forth in the County ordinances.

Section 3.05. Transfer of Real Property and Assignment of Development Rights.

(A) Nothing in this Agreement shall limit or constrain the Developer's right to legally convey, sell, transfer, ground lease, or otherwise dedicate any portion or all of the Property or an interest therein to any other person, firm, corporation, or entity.

Together with any conveyance or transfer of interest in a portion or all of the Property, the Developer may assign any portion or all of its Development Rights under this Agreement to such transferee or grantee. ~~The, provided, however, that the County shall be deemed to have released the~~ as a result of the assignment does not release any current or prior Developer from ~~some~~ any or all of its obligations under this Agreement. ~~and,~~

If a purchaser, lessee, or other successor in interest of any portion of the Property ~~shall be deemed~~ becomes a Developer under this Agreement, then the each current and prior Developer remains, and the additional Developer becomes, responsible for the performance of the development obligations and the additional Developer is entitled to the Development Rights appurtenant to the portion of the Property so transferred, upon the recording with the Chester County Clerk of Court, together with recording of the instrument transferring an interest in the Property, an Assignment substantially in the form of Exhibit G attached hereto that (i) indicates the grantee's or transferee's acceptance of the development obligations, and (ii) identifies the Development Rights assigned to the grantee or transferee, appurtenant to the portion of the portion or all of the Property so assigned. The Developer may, at its sole discretion, retain those certain Development Rights and development obligations with respect to the portion of Property conveyed or transferred as may be more specifically set forth in the Assignment.

The Developer may transfer any or all Development Rights and/or development obligations to any person, firm, corporation, or entity even in an absence of a transfer of portion of Property, and shall be entitled to effect a recording of an Assignment in accordance with this Section 3.05(A). Upon completion of the assignment, the Property Owner agrees to notify the County of such transfer and provide information in connection therewith, including the name, address and contact information for the transferee. This notification to the County shall occur prior to notification to third parties and/or a public announcement of the transfer.

Any Developer shall be entitled to legally convey real property in accordance with this Agreement and to legally assign its Development Rights and/or development obligations in accordance with this Section 3.05(A) in an instrument substantially in the Form of Assignment attached hereto as Exhibit G. The Developer acknowledges, and shall notify any subsequent purchaser of all or a portion of Property of the requirements of Section 1.09(C)(iii) hereof.

(B) The recording requirement of an Assignment shall not apply to (i) any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) any third party purchaser at such a foreclosure; or (iii) any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Any such mortgage lender or subsequent purchaser shall be bound by the development obligations and be a beneficiary of the Development Rights as ~~a the Developer~~ successor in title to the Developer.

(C) Notwithstanding anything to the contrary in this Agreement, the Developer shall have the right to manage its corporate affairs in such manner that may cause another person, firm, corporation, or entity, including without limitation, the Developer's subsidiaries, and affiliates, to assume some or all of the Developer's Development Rights and/or development obligations pursuant to this Agreement (the "Assumption"). The provisions of Section 3.05(A) hereof pertaining to Assignment of Development Rights and development obligations to the Developers shall not apply to an Assumption. Timely following any Assumption, the Developer shall notify the County of the identity and address of the person, firm, corporation, or entity for the purpose of Section 5.01 hereof, and such person, firm, corporation, or entity shall be substituted and considered the Developer under this Agreement. Where an Assumption pertains only to a portion of the Developer's Development Rights and/or development obligations pursuant to this Agreement, the Developer shall also notify the County of the extent to which the Development Rights and/or development obligations shall be assumed.

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

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

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

(E) Fire Service, Emergency Medical Service, and Law Enforcement. The Property is in fire service area and fire services will be provided by the , or its successor entities. The Developer will dedicate two (2) acres of the Property along Edgeland Road, such location to be mutually approved by the Developer and the County, for use by fire services, emergency medical services, and/or law enforcement departments.

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

ARTICLE V MISCELLANEOUS

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

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

one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

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

Section 5.04. Breach of Agreement.

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for the County, or the Planning Director's designee, determines that the Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for the County shall serve notice in writing, within a reasonable time after the periodic review, on the Developer setting forth with reasonable particularity the nature of the breach and the information supporting the determination, and providing the Developer ~~ninety (90)~~60 days in which to cure or rectify said breach or account for those obligations pursuant to this Agreement that have a material effect on the ability of the Developer to cure such breach.

(B) If the Developer fails to cure the breach within ~~ninety (90)~~60 days, or if the breach cannot be cured within such ~~ninety (90)~~60 days period and the Developer does not commence to cure the breach within such ~~ninety (90)~~60 days period, and thereafter diligently pursue the same to completion, then the County may unilaterally terminate or modify this Agreement; provided, that prior to terminating or modifying this Agreement as provided in this section, County Council must first give the Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

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

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

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

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

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

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

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

Within ~~forty-five (45)~~60 days of a receipt of a written request sent by the Developer to the County, the County shall issue an estoppel certificate in recordable form that with regard to the portion or all of the Property described in the request, and except as stated, to the best of the County's knowledge, without any inquiry, there are no violations or breaches of this Agreement. The estoppel certificate will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. ~~No claim or action to enforce compliance with this Agreement may be brought against the Developer or its assignees properly holding rights hereunder, alleging any violation of this Agreement except as otherwise described in the estoppel certificate.~~ If the County does not respond to such request within ~~forty-five (45)~~60 days of its receipt, the Property described in the request shall be deemed in compliance with this Agreement. ~~A certificate of such conclusion may be recorded by the Developer, including a copy of the request and the notice of receipt and it shall be binding on the County as of its date. Such notice shall have the same effect as an estoppel certificate issued by the County under this Section.~~

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

EXHIBIT B
DEVELOPMENT PROGRAM

1. *Winchester Conceptual Rezoning Plan:* The Winchester Conceptual Rezoning Plan, which is attached hereto as Exhibit B-1, and the Winchester Anticipated Project Schedule, which is attached hereto as Exhibit B-2, both of which are incorporated herein by reference, and made a part hereof, shall serve as the general guide for the location of public facilities, roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Winchester Conceptual Rezoning Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District:* The Property is in the PD (Planned Development) zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement.

3. *Permitted Uses:* The Property shall be permitted to include commercial development, including all permitted uses in the Limited Commercial District as set forth in the [CHESTER COUNTY ZONING ORDINANCE]. The Property shall also be permitted to be developed as a residential community to include single-family detached dwellings and their associated accessory uses and amenities (including, but not limited to, clubhouses, pools, pocket parks, seating areas, landscaped areas, playgrounds, open multi-purpose lawn spaces, dog parks, and trails), with all other uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Winchester Conceptual Rezoning Plan.

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

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

MODIFIED MINIMUM DIMENSIONAL STANDARDS*

a. Uses and densities for the development will be limited as shown on the Winchester Conceptual Rezoning Plan.

b. No homes will front on the main boulevard identified as "Road A" on the Winchester Conceptual Rezoning Plan.

c. Maximum structure height shall be 35 feet (*not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, and antennae*).

d. Medium Density Area:

i. Minimum lot width: 30'

ii. Minimum lot size: 2,700 square feet

iii. Minimum front setback: 20'

iv. Minimum side setback: 5'

- v. Minimum rear setback: 20'
- e. Low Density Area:
 - i. Minimum lot width: 60'
 - ii. Minimum lot size: 7,800 square feet
 - iii. Minimum front setback: 25'
 - iv. Minimum side setback: 5' (10' setback from roadway for corner lots)
 - v. Minimum rear setback: 25'

* All other development standards shall conform to the General Provisions, Permitted Uses and Lot Information, Lot Standards, Transportation and Site Circulation, Environmental, Landscape, Open Space and Signage, Architecture, Phasing, and Fire provisions as generally set forth in the Winchester Conceptual Rezoning Plan.

6. *Maximum Development Intensity:* The maximum number of residential units developed at the Property shall be limited to 1,150.

7. *Residential Section – Site Layout and Architecture:*

a. General Site Layout: The site layout shall generally conform to the Winchester Conceptual Rezoning Plan.

b. Architecture: Architectural standards for buildings shall generally conform to the Winchester Conceptual Rezoning Plan.

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

a. General Site Layout: The site layout shall generally conform to the Winchester Conceptual Rezoning Plan.

b. Architectural Design and Materials: Architectural standards for buildings shall generally conform to the Winchester Conceptual Rezoning Plan.

9. *Open Space and Landscaping:* A minimum of 15% of the total development acreage shall be set aside as open space including, but not limited to, parks, green space, buffers, and water quality facilities. All open space will be managed by the ~~Home Owners~~Homeowners' Association.

10. *Transportation:* Offsite and onsite improvements shall conform to Section D of the Winchester Conceptual Rezoning Plan.

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

a. Minor Modifications: Minor Modifications shall only be to the Winchester Conceptual Rezoning Plan. The Planning Director for the County shall determine what shall constitute a Minor Modification and

EXHIBIT C
DEVELOPMENT SCHEDULE

This estimated Development Schedule is subject to update according to Section 1.07 of the Agreement. Within ~~ninety (90)~~60 days after the Agreement Date, the Developer anticipates beginning environmental assessments, site development studies, and/or plan development for the Property. Subject to approval by the County of development plans and permits, which approval the County agrees that it will not unreasonably withhold, the Developer anticipates beginning construction at the Property within ~~eighteen (18)~~15 months after the Agreement Date. Consistent with the long-term approach to planning and developing the Property, the County and the Developer anticipate the following interim completion dates for development of the Property pursuant to the Agreement.

<u>Year</u>	<u>Percentage Completed</u>
5	49 50%
10	100%

For the limited purpose of this Exhibit C only, the Development of any portion of the Property shall be deemed completed upon the approval of a final plat for such portion.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

6. **Severability.** If any provision of this Assignment shall be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected thereby.

7. **Notice to Chester County.** Assignor covenants and agrees for the benefit of Assignee that, to the full extent required under the Development Agreement, Assignor shall, prior to or contemporaneously with the making hereof, comply with all requirements of the Development Agreement regarding notice of Assignment to Chester County. Pursuant to Section 3.05 of the Development Agreement, Assignee shall have the obligation to record this executed Assignment with the Chester County Clerk of Court, together with the recording of the instrument transferring an interest in the Assignment Property to Assignee, and upon the recording of this Assumption, Chester County shall be deemed to have released the Assignor from the development obligations assigned to Assignee.

8. **Binding Effect.** This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the title to the Property.

9. **Authority.** The undersigned Parties each represent and warrant that this Assignment has been duly authorized by all necessary company action.

10. **Counterparts.** This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

[Insert Signature Pages]

[Insert Attachment A: Legal Description of Assignment Property]

Anticipated Project Schedule

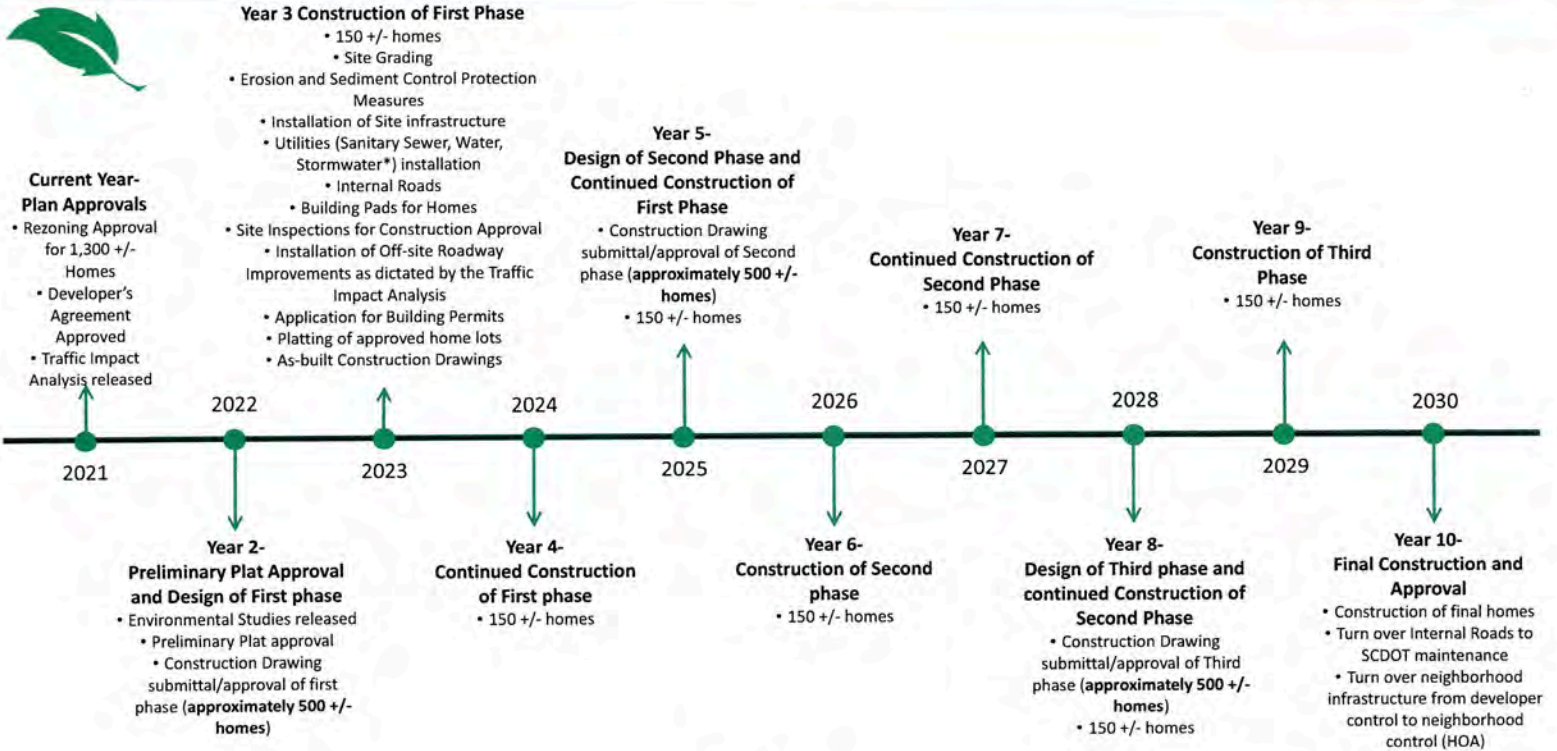


Exhibit B-2

- *Sanitary Sewer to be provided by Chester County Wastewater Recovery
- *Water to be provided by Chester Metropolitan District

**CHESTER COUNTY, SOUTH CAROLINA
ORDINANCE NO. 2021-14**

**APPROVING THE EXECUTION AND DELIVERY OF A
DEVELOPMENT AGREEMENT BETWEEN THE COUNTY AND
[PROJECT WINCHESTER]; AND OTHER RELATED MATTERS.**

WHEREAS, according to the provisions of the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated section 6-31-10, *et seq.* (collectively, “Act”), and Chester County Ordinance No. 2021-12 (“Development Agreement Ordinance”), the Chester County Council (“County Council”), as the governing body of Chester County, South Carolina (“County”) is authorized to enter into development agreements to provide for the County’s development;

WHEREAS, the County adopts and incorporates by reference as if fully stated herein in their entirety the County’s findings from the Development Agreement Ordinance;

WHEREAS, the County Planning Director has reviewed the proposed development agreement for the referenced project (“Development Agreement”), the substantially final form of which is attached to this Ordinance as Exhibit A, and which is incorporate herein by reference as if fully stated herein in its entirety and has confirmed to the Development Agreement Ordinance.

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

Section 1. Incorporation of Findings. The County hereby adopts and incorporates the findings contained in the “WHEREAS” clauses above.

Section 2. Development Agreement Requirements. The County finds the Development Agreement meets the requirements of the Act and the Development Agreement Ordinance.

Section 3. Development Agreement Approval. According to the authority provided by the Act and the Development Agreement Ordinance, the Development Agreement, attached as Exhibit A, which is now before this meeting, is approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Fee Agreement were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk of the County Council be, and they are hereby authorized, empowered and directed to execute, acknowledge, and deliver the Development Agreement in the name and on behalf of the County, and thereupon to cause the Development Agreement to be delivered to the developer. The Development Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder, or otherwise constitute a major or moderate modification as provided in the form of the Development Agreement, and which shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Development Agreement now before this meeting.

Section 4. Additional Provisions.

(a) The Supervisor/Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

ORDINANCE NO. 2021-14

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder; and

(e) All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr, Wylie Frederick, Interim Chair, County Council
Chester County, South Carolina

[SEAL]

Attest:

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

First Reading:	September 7, 2021
Second Reading:	November 15, 2021
Public Hearing:	November 15 th , 2021
Third Reading:	December 6 th , 2021
Public Hearing:	December 6 th , 2021

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT (PROJECT WINCHESTER)

NOTICE OF AGRICULTURAL ACTIVITY

This notice is given to you because of your interest in the Winchester Development to ensure that you are aware that all agricultural operations may be practiced in the area of this Development.

Agricultural activity includes, but is not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and the sale of farm products.

Single-family dwellings are permitted uses, but this use is not restricted to farm families. If you choose to live in or near the Winchester Development, you must understand that agricultural operations may occur nearby.

You must also understand the concept of "RIGHT TO FARM" to ensure farm operations are unhindered from nuisance suits by neighbors. This right applies to agricultural uses that currently exist, are enlarged, or changed in use in the future to another agricultural use.

By signing this notice form, you verify that you have received it, read it, understand it, and agree to be bound by it.

MY SIGNATURE CERTIFIES THAT I HAVE RECEIVED THIS NOTICE. I HAVE READ IT AND UNDERSTAND IT.

[Signature Block]

[Notary Block]



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. _____

AN ORDINANCE TO PROHIBIT TRUCK TRAFFIC ON CANAL ROAD

WHEREAS, the Chester County Council agrees that it is necessary to establish an ordinance to prevent trucks, not delivering or picking up cargo within the County, to travel on Canal Road;

WHEREAS, there has been a significant amount of truck traffic driving on Canal Road in recent years; and

WHEREAS, these trucks have caused a considerable amount of damage to utilities and sidewalks, and have further caused traffic problems on this road; and

WHEREAS, for the purposes of this Ordinance the word Truck means a vehicle which either (a) has ten or more tires, or (b) that has a gross vehicle weight of 20,000 pounds or more; and

WHEREAS, a violator of any provision of this Ordinance shall upon conviction be deemed guilty of a misdemeanor and shall be subject to the following fines:

- (1) First Offense, \$100.00
- (2) Second Offense, \$200.00
- (3) Third Offense, \$300.00
- (4) Fourth Offense, \$400.00; and

WHEREAS, trucks may enter Canal Road to deliver or to pick up freight from homes or businesses located within the zone. Such trucks must have a bill of lading which verifies the point of delivery or pickup.

NOW THEREFORE, BE IT ORDERED AND ORDAINED by the Chester County Council that trucks not delivering or picking up cargo on Canal Road and in possession of a valid bill of lading are prohibited.

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

Enacted and approved this ____ day of _____, 2021.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr. Wylie Frederick, Interim County Supervisor

Attest:

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

First Reading: March 15th, 2021
Second Reading: November 15th, 2021
Public Hearing: December 6th, 2021
Third Reading: December 6th, 2021
Chester County, South Carolina



Chester County, South Carolina

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

Date: December 6, 2021
To: County Council
From: Susan M. Cok
Subject: Updates on Multiple Projects

Chester County Council Members,

Updates on the following projects:

- **North Chester Fire** – We are asking for all bidders to send in new bids by December 21, 2021. The original bids expired after 30 days. We should have this ready for award on the first January council meeting.
- **Lewis Fire** – Plans will be started on this month then will go out to bid shortly after.
- **West Chester Air Compressor System** – Working with only bidder on specifications. We may need to re-bid if we are not able to get what was requested in the bid documents.
- **Health Dept. Flooring / Museum Windows / Courthouse Windows** – All 3 projects are waiting on Asbestos Assessment. We will get that this month then we will ask for the award of the bid from council in January.
- **I-77 Interchange High Mast Lighting & Highway 9 Roadway Lighting** – Both projects are being worked on by Bill Coleman with ICE.
- **Rodman Sports Complex / Animal Control Building** – waiting on the final approval of funding.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement

Chester County Planning Commission
November 16, 2021

CCMA21-31: Raymond F. Reeves request Tax Map #: 079-03-02-007-000 (and to confirm tax map #: 079- 03-02-007-000 has been requested to be combined with 079-03-02-008-000 is also included) located on First Street, Chester, SC be rezoned from RS-1 (Single Family) to RG-2 (General Residential)

Raymond F. Reeves of 535 First Street, Chester, South Carolina stepped to the podium. Mr. Reeves stated he is currently living in a home with a total of four adults and only three bedrooms. He wishes to purchase a doublewide with four bedrooms. Chairman Raines asked for the purpose of meeting setbacks, you've combined the lots, is that correct? Mr. Reeves said yes sir. Chairman Raines said you currently have water and sewer; you're just swapping this over to a new home. Again, Mr. Reeves said yes. Chairman Raines asked the commission if they had any other questions for the applicant. There were none.

Chairman Raines asked if any member of the public would like to speak in favor or in opposition of this rezoning request. There was none.

Chairman Raines made a motion to approve the rezoning request as presented; seconded by Commissioner Walley. Vote was 7-0 to approve.

Chairman Raines informed the applicant of this board being advisory only, and of the three reading from the County Council. Asked him to contact staff if he had any questions.



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: 11.16.21 Case # CCMA21-31 Invoice # 4494

The applicant hereby requests that the property described to be rezoned from RS1 to RG2

Please give your reason for this rezoning request:
We need more room for our family
(DOUBLEWIDE)

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: 535 1st Street
 Tax Map Number: 079-03-02-007-000 Acres: 11,761 sq. feet

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

PLEASE PRINT:

Applicant (s): Raymond F. Reeves
 Address 535 1st Street
 Telephone [REDACTED] cell [REDACTED] work _____
 E-Mail Address: _____

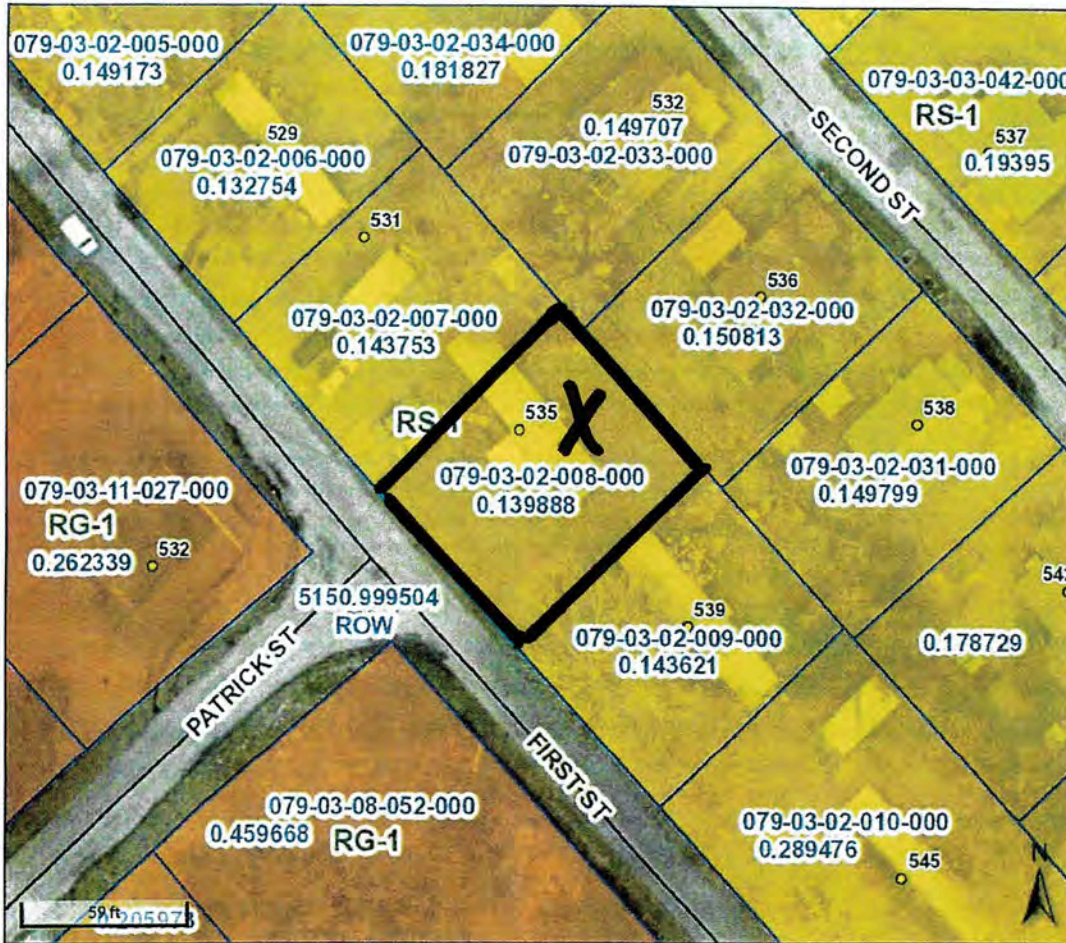
Owner(s) if other than applicant(s): _____
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

Owner's signature: Raymond F. Reeves Date: 10-15-2021

Applicant signature: _____ Date: _____

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



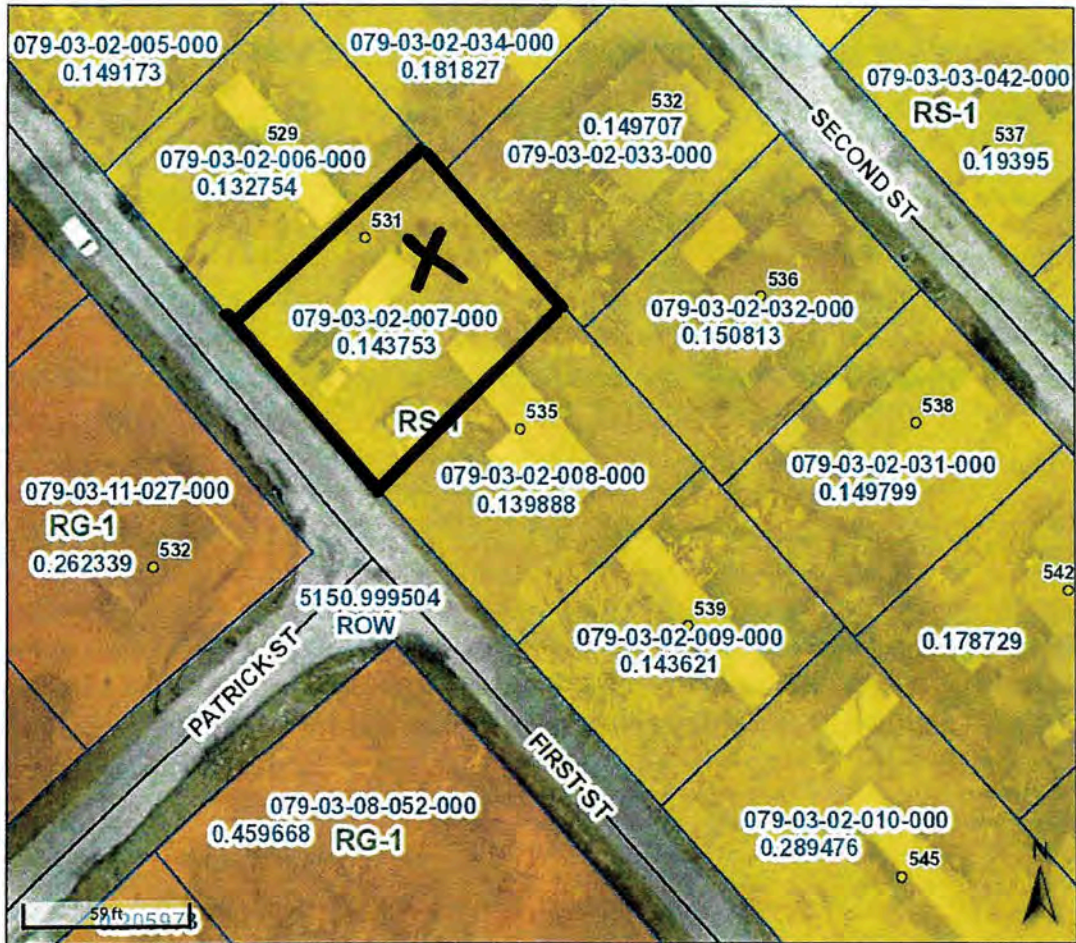
Overview



Legend

- Address Points
- Roads
 - Secondary Road
 - SC Highway
- Municipals
- Parcels
- Chester County Zoning
 - AG
 - BI Basic Industrial
 - C1 - Central Commercial District
 - C2 - General Commercial District
 - CC Core Commercial
 - EDD
 - GC
 - GR General Residential
 - HC Highway Commercial
 - I - Industrial
 - I1 - Industrial District
 - ID-1
 - ID-2
 - ID-3
 - LC
 - LI Limited Industrial
 - MF Multi-family Residential
 - NC Neighborhood Commercial
 - NCH Neighborhood Commercial - Historic
 - PD Planned Development
 - R-1

Mr. Reeves has combined his two parcels Tax Map # 079-03-02-008-000 and Tax Map # 079-03-02-007-000 into one Parcel. This image on beacon has not been updated to reflect that combination. I have included his paperwork dated 9-24-21 for the combination request.



Overview



Legend

- Address Points
- Roads
 - Secondary Road
 - SC Highway
- Municipals
- Parcels
- Chester County Zoning
 - AG
 - BI Basic Industrial
 - C1 - Central Commercial District
 - C2 - General Commercial District
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 - ID-2
 - ID-3
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 - MF Multi-family Residential
 - NC Neighborhood Commercial
 - NCH Neighborhood Commercial - Historic
 - PD Planned Development
 - R-1

Mr. Reeves has combined his two parcels Tax Map # 079-03-02-008-000 and Tax Map # 079-03-02-007-000 into one Parcel. This image on beacon has not been updated to reflect that combination. I have included his paperwork dated 9-24-21 for the combination request.

<p>079-03-02-007-000 REEVES RAYMOND FRANKLIN</p> <p>535 FIRST STREET CHESTER 29706</p> <p style="text-align: right;">SC</p>	<p>DISTRICT 2</p>	<p>DATE OF APPRAISAL</p>	<p>APPRaiser</p>
<p>Transferred From</p>		<p>Date Recorded</p>	<p>Date of Sale</p>
<p>Eureka Cuthrell</p>		<p>12/1/61</p>	<p>269 75</p>
<p>Spring 861.000</p>		<p>7/6/66</p>	<p>434 8</p>
<p>Edith R. Reeves</p>		<p>5-11-74</p>	<p>491 893</p>
<p>Ray C. Reeves - D.O.D</p>		<p>3-22-01</p>	<p>322 01 794 184</p>
<p>Edith K. Reeves</p>		<p>10-23-01</p>	<p>806 145</p>
<p>GEN. Richard Wayne Reeves - (4-6-73) int</p>		<p>3-16-04</p>	<p>860 108</p>

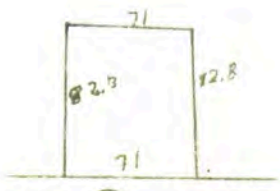
PROPERTY LOCATION		GEN. Richard Wayne Reeves - (4-6-73) int	
St., Rt. & No.	Yr. Built	Land	Econ. Rent
1st St			
City	Economic Life	Imp.	Expenses
	Condition	L. H.	Net Inc.
Subdivision	Quality	Total	Land Inc.
OCCUPANT and USE		Stamps	Imp. Inc.
	Annual Rent	Old Map Ref.	Recap
	Bldg. Permit	File No.	Int. Rate
	Mort.		

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	Wall	All Utilities	Swampy				

LAND		LOT SIZE	
Number of Acres	Number of Lots	Front	Timberland
Per Acre Value	Number of Front Ft.	Depth	
Value for Acres	Per Lot Value	Rear	
Returned Area	Per Front Ft. Value		
Legal Area	Value for Lots	Total	
Planimetered Area	Value for Fr. Ft.	Remarks & Description	
Total Land Value			

ESTIMATED MARKET VALUE			
Number	Land Acres or Lots	Improvement	Total
Cost Approach	1 lot	MTF	4,500
Market Approach			
Income Approach			
Correlated Value			
Appeal Value	93	3,500	3,500
Assessed %			

Reviewed by: _____ Date **7-25-23** Property Classification _____ Zoning **R-8-T**



79-3-0-8
 079-03-02-008-000
 REEVES RAYMOND FRANKLIN
 535 FIRST STREET
 CHESTER SC
 29706

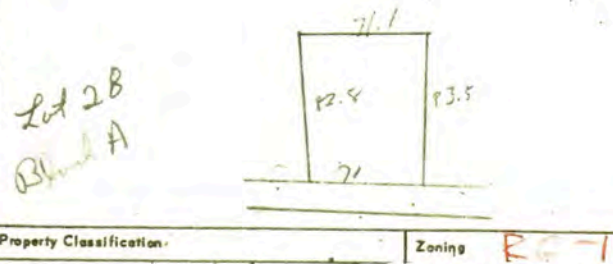
DISTRICT	DATE OF APPRAISAL	APPRaiser						
Transferred From	Date Recorded	Date of Sale	Deed Book	Deed Page	Plat Book	Plat Page	Acres or Lots	Sales Price
Ernie C. Allen Mills Springs		12/1/71	269	77			91.178	
Edith H. Reeves int		7/2/66	434	8			Change of Name	
Ray C. Reeves Deed of Gift		5-11-78	491	873			2 lots	\$2480.00
Edith H. Reeves			795	17			2 lots	#1024A
Richard Wayne Reeves - Deed of Gift		3-22-01	1794	184			2 lots	2000 85144
Edith H. Reeves		11-31-01	1023	1806			2 lots	005920150
Richard Wayne Reeves - Deed of Gift		3-16-04	860	108			2 lots	#1.0074A

PROPERTY LOCATION		Yr. Built	Land	Econ. Rent	Cap. Rate	Remarks
St., Rt. & No.	First Street					
City		Economic Life	Imp.	Expenses	Income	
Subdivision		Condition	L. H.	Net Inc.	Cap. Rate	
OCCUPANT and USE		Quality	Total	Land Inc.	Imp. Value	
		Annual Rent	Stamps	Imp. Inc.	Land Value	
		Bldg. Permit	Old Map Ref.	Recap	Total Value	
		Mort.	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		Remarks & Description
Number of Acres	1.61	Number of Lots		Front	Timberland	
Per Acre Value		Number of Front Ft.		Depth		
Value for Acres		Per Lot Value		Rear		
Returned Area	7.2	Per Front Ft. Value				
Legal Area	1.61	Value for Lots		Total		
Planimetered Area		Value for Fr. Ft.				
Total Land Value						

ESTIMATED MARKET VALUE			
Number	Land Acres or Lots	Improvement	Total
Cost Approach	1.61		4500
Market Approach			
Income Approach			
Correlated Value	95	-3500	-3500
Appeal Value			
Assessed %			
Reviewed by		Date 2-25-20	Property Classification





Chester County, South Carolina

OFFICE OF ASSESSOR
POST OFFICE DRAWER 580
CHESTER, SOUTH CAROLINA 29706

SEP 24 2021

PROPERTY COMBINATION REQUEST

I Raymond F. Reese do hereby request my properties to be combined together and taxed as one property. By signing this request, I will not hold the Chester County Tax Assessor's Office responsible for any future division, sales or zoning of said property. I have checked with the Planning and Zoning Department concerning the future use of my property and it is my wish to combine these tracts. I understand that should I wish to divide the property in the future, it may not be approved.

Tax Map numbers to be combined:

79-3-2-8 & 79-3-2-7

Property Owner's Signature Raymond F. Reese

Address 535 First Street

Telephone # 803-379-6337

Date of request 9-24-21

Planning and Zoning Authorization Sherrill 9-24-21

Chester County Planning Commission
November 16, 2021

CCMA21-32: Mitch Benton request a 4.648 portion of Tax Map #: 080-01-02-001-000 located on JA Cochran By-Pass, Chester, SC be rezoned from RG-1 (Multi Family) to GC (General Commercial)

Mitch Benton of 1241 Gold Hill Road, Fort Mill, South Carolina stepped to the podium. Mr. Benton stated his request to rezone the property was to be able to move his business for utility trailer sales. I'm currently in business now, internet. Do fairly well. Looking for a place to make a face. I think this would be a good location for a good opportunity for me. Chairman Raines asked you have a business already, in Chester? Mr. Benton said yes sir, it's in Richburg. It's internet sales. Benton Enterprises. Chairman Raines asked you don't have a store front? Mr. Benton said no sir. That's what were looking for so we can grow. Chairman Raines said a lot of places that sale trailers sell utility buildings and camper tops and stuff. Are you looking at any of that? Mr. Benton said not at this time. We're selling anything right now from equipment trailers to small, tow behind your minivan, standard trailers. Chairman Raines asked if water and sewer was on the property. Mr. Benton said it's not there now, but it is available. Chairman Raines asked the Commissioners if they had any questions for the applicant. There were none.

Chairman Raines asked if any member of the public would like to speak in favor or in opposition of this rezoning request.

Tim Helline of Caroline Farms & Estates 1830 Hands Mill Highway, Rock Hill, South Carolina stepped to the podium. Mr. Helline said he is representing the landowners and they are very happy with what Mr. Benton is wanting to do with this portion of the property. He also agrees it's a good retail fit for the property.

Commissioner Howell made a motion to approve the rezoning request as presented; seconded by Commissioner Hill. Vote 7-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 11.16.21 Case# CCMA21-32 Invoice# 4496

The applicant hereby requests that the property described to be rezoned from **RG-1** to **GC**

Please give your reason for this rezoning request:

I want to Rezone this property to set up my Utility Trailer business. This Property will be used as a Retail storefront to sell all types of pull behind utility trailers (Examples: Car trailers, Dump trailers, Equipment trailers, Gooseneck trailers etc) along with related parts and Warranty repairs

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: **441**

Property Address Information

Property address: **Lot 11 JA Cochran and Hilltop**

Drive Tax Map Number: **Portion of Tax parcel 080-01-02-001-000** Acres: **4.5 +/- Acres**

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

PLEASE PRINT:

Applicant Address (s): **1241 Gold Hill Rd Fort Mill SC 29708** Telephone: [redacted] cell: [redacted]

Mail Address: [redacted]

Owner(s) if other than applicant(s): **Jewel J Colvin Estate by Art Stephenson, Mike Kinard, Greg Mobley, Kerry Colvin**

Address: **Post OFFICE Box 93 Hickory Grove SC 29717**

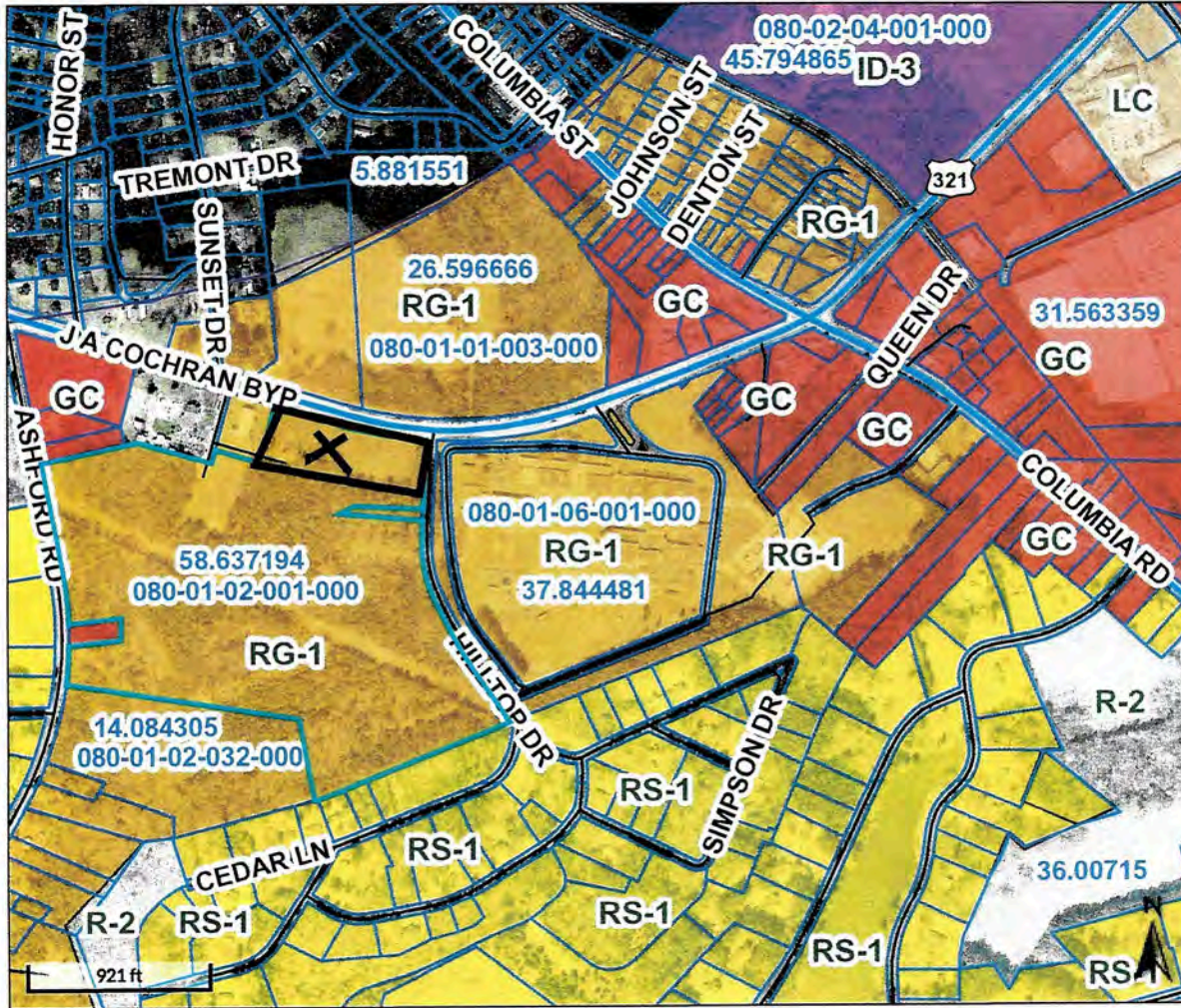
Telephone: [redacted] cell _____ work _____

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: [Signature] Date: 9/20/2021 | 1:22 PM PDT
Applicant signature: [Signature] Date: 9-20-2021

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



Overview



Legend

- Roads**
- Secondary Road
 - SC Highway
 - Municipals
 - Parcels
- Chester County Zoning**
- AG
 - BI Basic Industrial
 - C1 - Central Commercial District
 - C2 - General Commercial District
 - CC Core Commercial
 - EDD
 - GC
 - GR General Residential
 - HC Highway Commercial
 - I - Industrial
 - I1 - Industrial District
 - ID-1
 - ID-2
 - ID-3
 - LC
 - LI Limited Industrial
 - MF Multi-family Residential
 - NC Neighborhood Commercial
 - NCH Neighborhood Commercial - Historic
 - PD Planned Development
 - R-1
 - R-2

Parcel ID 080-01-02-001-000
 Sec/Twp/Rng n/a
 Property Address

Alternate ID n/a
 Class LA
 Acreage 58.637

Owner Address COLVIN JEWEL J-ETAL
 C/O IRIS C KINARD
 1896 AIKEN CREEK ROAD
 BLACKSTOCK SC 29014

District 02
 Brief Tax Description ASHFORD RD
 (Note: Not to be used on legal documents)

Date created: 11/30/2021
 Last Data Uploaded: 11/30/2021 3:27:19 AM

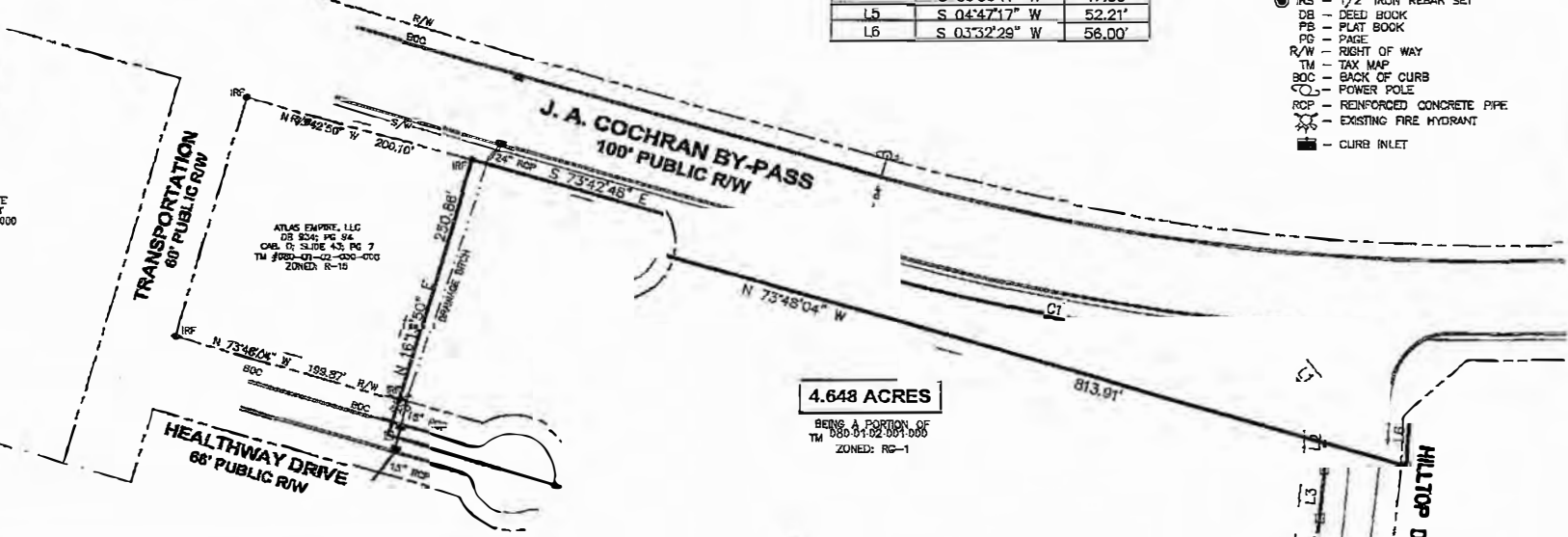
Developed by Schneider GEOSPATIAL

**Mr. Benton is requesting to rezone
 4.648 acres located along J.A.
 Cochran Bypass.
 The Preliminary Drawing is attached.**



LINE	DIRECTION	DISTANCE
L1	S 41°02'32" E	71.82'
L2	S 02°33'48" W	53.30'
L3	S 05°41'26" W	42.36'
L4	S 06°36'11" W	47.00'
L5	S 04°47'17" W	52.21'
L6	S 03°32'29" W	58.00'

- SYMBOLS LEGEND:**
- - - SURVEYED BOUNDARY LINE
 - - - ADJOINING LINE
 - - - OVERHEAD POWER LINES
 - ⊕ IRP IRON PIPE FOUND
 - ⊙ IRP IRON PIPE FOUND
 - ⊙ IRS 1/2" IRON REBAR SET
 - DB DEED BOOK
 - PB PLAT BOOK
 - PG PAGE
 - R/W RIGHT OF WAY
 - TM TAX MAP
 - BOC BACK OF CURB
 - ⊙ POWER POLE
 - RCP REINFORCED CONCRETE PIPE
 - ⊕ EXISTING FIRE HYDRANT
 - CURB INLET



4.648 ACRES
 BEING A PORTION OF
 TM #080-01-02-001-000
 ZONED: RC-1

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	1994.12'	372.87'	372.32'	S 79°03'37" E	10°42'48"

JEWEL J. COLVIN, et al
 TM #080-01-02-001-000
 ZONED: RC-1

CHESTER COUNTY SCHOOLS
 TM #080-01-02-001-000
 ZONED: RC-1

**PRELIMINARY DRAWING
 NOT FOR RECORDING**

NOTES:

1. THIS PROPERTY IS SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.
 2. ALL PUBLIC RECORDS REFERENCED ON THIS PLAN ARE ONLY USED TO VERIFY OR REESTABLISH THE BOUNDARIES OF THIS PROPERTY. NO TITLE SEARCH WAS PERFORMED BY THE STATED SURVEYOR.
 3. SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAN. BEFORE THIS PLAN DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, WETLANDS, OR ANY OTHER ABOVE OR BELOW GROUND CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
 4. UNDERGROUND UTILITY MAINS AND SERVICE LINES MAY EXIST ON THIS PROPERTY OR ADJACENT TO THIS PROPERTY, BUT ARE NOT SHOWN OR A PART OF THIS GROUND SURVEY. CALL 811 PRIOR TO ANY NEW CONSTRUCTION TO DETERMINE EXACT LOCATION OF ANY UTILITY LINES.
 5. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN PER FIRM MAP 1300204C, EFFECTIVE DATE SEPTEMBER 16, 2020.

**CURRENT SUBJECT
 PROPERTY REFERENCE:**
 JEWEL J. COLVIN, et al
 TM #080-01-02-001-000
 ZONED: RC-1

**MINIMUM BUILDING SETBACK
 REQUIREMENTS:**
 RC-1 ZONING
 FRONT - 25'
 SIDE - 10'
 REAR - 20'

SURVEY PREPARED FOR
JEWEL J. COLVIN, et al
 LOCATED ON J. A. COCHRAN BY PASS
 IN THE CHESTER TOWNSHIP
 CHESTER COUNTY, SOUTH CAROLINA
 OCTOBER 10, 2021
 ZONED: RC-1



GRAPHIC SCALE 1" = 100'

STANFORD SURVEYING SERVICES, LLC
 PROFESSIONAL LAND SURVEYING
 103 Salsolade Drive, Suite 125
 Rock Hill, S.C. 29730
 803.487.1024

I, William T. Stanford, Jr., a Professional Land Surveyor in the State of South Carolina, hereby state that to the best of my professional knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A Survey as specified therein, also there are no visible encroachments or projections other than shown.

Witness my original signature, license number and seal this 10th day of OCTOBER, 2021

William T. Stanford, Jr., SCPLS-17932

FARM APPRAISAL CARD

SOUTH CAROLINA

COUNTY _____

CARD _____ OF _____ CARDS

TAX MAP 80-1-2-1

80-1-2-1

JEWEL J COLVIN
IRIS COLVIN KINARD
HUGH COLVIN STEPHENSON
RICHARD ARTHUR STEPHENSON
MARY RADCLIFFE WELCH
MARGARET F MOBLEY
JOHN D MOBLEY JR
SAMUEL GREGG MOBLEY
VIRGINIA COLVIN MOBLEY
LENORA MOBLEY CRAVEN

C/O IRIS C KINARD
1896 AIKEN CREEK ROAD
BLACKSTOCK SC 29014

DISTRICT	DATE OF APPRAISAL				APPRAISER			
1-2								
TRANSFERRED FROM	Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE	
Mrs. M.A. White	194	1879				7-14	WILL	
Judgement Roll # 6085								
Mrs. M.A. Colvin	403	18	76	-	-	5-27-76	U.I.I.	
Frances Colvin Stephenson	587	287	parcels			1-6-90	8985 348	
Margaret H. Colvin - Deed of Dist	621	131	parcels			1-2-95	9385 260	
Margaret H. Colvin D.O.D.	844	308	10tr			8-12-03	9385 1260	
Mrs. B. Melvin Jr.	844	326	10tr			8-14-03	9985 122015	
Alice Colvin Radcliffe - D.O.D.	831	23	9tr			12-15-08	0885 12000 35	
Joel Hallman Radcliffe - D.O.D.	981	28	9tr			12-15-08	0885 2000 37	
Carlisle C. Mobley - D.O.D.	1619	39	9tr			8-26-10	1085 200120	

GENERAL DATA

Yr. Built
Economic Life
Condition
Quality
Annual Rent

Old Map Ref. File No.

Recap Int. Rate

Total Value

PROPERTY DATA

LAND VALUATION

PROGRESSIVE	PAVED ROAD	Buildings	Utilities
Static	Earth Road	Pavement	Electricity
Regressive	Railroad	Fence	Water
Old	Water	Landscaping	Gas
New	Airport	Well	Sewer
			All Utilities

LAND

Number of Acres	2008 15.26	Number of Lots	
Per Acre Value	5,000 3,000	Number of Front Ft.	
Value for Acres		Per Lot Value	
Returned Area	75.81 441.73 AC	Per Front Ft. Value	
Legal Area	75.21	Value for Lots	
Planimetered Area	75.21 15.4	Value for Fr. Ft.	
Total Land Value	1194		

ESTIMATED MARKET VALUE

Number	Land Acres or Lots	Improvement	Total
15	76 Acres		
Cost Approach			
Market Approach			
Income Approach			
Correlated Value			
Assessed %			
Reviewed by		Date	

CLASS	ACRES	98 MARKET VALUE		USE VALUE	
		Price per Acre	Total	Price per Acre	Total
1982 3T	5	149	745	595	595
6T	3	37	111	204	204
3T	3	109	327	357	357
4T	6.5	74	481	513	513
TOTAL	26		5994	6340	6250

LAND VALUATION BY YEAR

	1992	1993	1994	2000	2008
Market Value	228,000	228,000	375,000	380,000	375,000
Use Value	6,400	6,400	6,350	6,400	6,250
Difference					

sold 4 acres 80-1-2-31 on 11-19-07 sold 1 ac to 80-1-2-30 B-B-03



Chester County, South Carolina

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

Date: December 6, 2021
To: County Council
From: Susan M. Cok
Subject: Approval of Additional Funding

Chester County Council Members,

The Chester County Purchasing Office and Public Works would like to request \$50,000.00 in additional funding from CPST for the Chester Library Roof Improvements project. The bids for this project came in overbudget.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement



Chester County, South Carolina

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

Date: December 6, 2021
To: County Council
From: Susan M. Cok
Subject: Approval of Bid – Chester County Library Roof Improvements

Chester County Council Members,

On November 3, 2021, the Purchasing Office, Public Works and Brun DMC issued RFP 2122-34. The bids were opened on November 23, 2021. There were 8 bids received and our recommendation is to award the bid to the lowest bidder ATD Restoration out of Greenville, SC in the amount of \$160,000.00 plus an additional \$10,000.00 for unforeseen repairs.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement

BID TABULATION

Chester County Library Roof Improvements



Bid Date: 11/23/2021

Bid Time: 3:00pm
1476 J A Cochran Bypass
Chester, South Carolina 29706

	NAME	OFFER AGREE. FORM	NON COLL. AFF.	CERT OF FAMILIAR	BID BOND FORM	BID SUM	CONTRACT TIME	ADD #1	ADD #2	ALLOW #1	ALLOW #2	ALLOW #3	ALT #1	SIGNED
1	CE BOURNE	✓	✓	✓	✓	\$195,787	45 was 120	✓	N/A	\$10	N/A	N/A	N/A	✓
2	LAND ROOFING	✓	✓	✓	✓	\$187,800	90 LEAD 90 DY	✓		\$7				✓
3	DCH ENTERPRISE	✓	✓	✓	✓ CHK	\$240,000	45 LEAD 240	✓		\$10				✓
4	INTERSTATE ROOF	✓	✓	✓	✓	\$172,000	60 LEAD 270	✓		\$10				✓
5	DLT ROOFING	✓	✓	✓	✓	\$217,185	60 LEAD 250	✓		\$4.50				✓
6	ROOF CO INC	✓	✓	✓	✓	\$179,400	60 LEAD 90-240	✓		\$12				✓
7	AQUA SEAL	✓	✓	✓	✓	\$163,800	30 was 300	✓		\$5				✓
8	ATD RESTORATION	✓	✓	✓	✓	\$160,000	60 was 90-120	✓		\$5.75				✓
													CONFIRMED	
													BRUN DMC	
													By	



Chester County, South Carolina

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

Date: December 6, 2021
To: County Council
From: Susan M. Cok
Subject: Approval of Bid – EMA Roof Improvements

Chester County Council Members,

On November 3, 2021, the Purchasing Office, Public Works and Brun DMC issued RFP 2122-35. The bids were opened on November 23, 2021. There were 7 bids received and our recommendation is to award the bid to the lowest bidder ATD Restoration out of Greenville, SC in the amount of \$75,000.00 plus an additional \$7,000.00 for unforeseen repairs.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement

BID TABULATION

Chester County EMA Roof Improvements



Bid Date: 11/23/2021

Bid Time: 3:00pm
 1476 J A Cochran Bypass
 Chester, South Carolina 29706

	NAME	OFFER AGREE. FORM	NON COLL. AFF.	CERT OF FAMILIAR	BID BOND FORM	BID SUM	CONTRACT TIME	ADD #1	ADD #2	ALLOW #1	ALLOW #2	ALLOW #3	ALT #1	SIGNED
1	CE BOURNE	✓	✓	✓	✓	\$111,250	30 / 120	✓	NA	\$8	NA	NA	NA	✓
2	LAND Roofing	✓	✓	✓	✓	\$49,800	90 / 90	✓		\$20				✓
3	TRCH Enterprises	✓	✓	✓	✓	\$80,000	45 / 240	✓		\$15				✓
4	Interstate Roof	✓	✓	✓	✓	\$91,000	60 / 270	✓		\$20				✓
5	DR Roofing	✓	✓	✓	✓	\$141,800	45 / 300	✓		\$27				✓
6	Roofco Inc.	✓	✓	✓	✓	\$82,800	35 / 60	✓		\$15				✓
7	ATD Restoration	✓	✓	✓	✓	\$75,000	45 / 90-240	✓		\$8.32				✓

**CONFIRMED
 BRUN DMC**

By



Chester County, South Carolina

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

Date: December 6, 2021
To: County Council
From: Susan M. Cok
Subject: Approval of Bid – Courthouse & EMA HVAC Improvements

Chester County Council Members,

On November 3, 2021, the Purchasing Office, Public Works, and Brun DMC issued RFP 2122-37. The bids were opened on November 23, 2021. There were 2 bids received and our recommendation is to award the bid to the second lowest bidder Cudd Heating and Air out of Chester, SC in the amount of \$110,413.00 for the courthouse HVAC and \$9,334.00 for the EMA HVAC. The lowest bidder did not acknowledge the addendum which would have increased their price, so we had to disqualify them.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement



2022 COUNTY COUNCIL & CCTC MEETING DATES

All Meeting Dates Will Be Held At 6:00 PM at The R. Carlisle Roddey
Chester County Government Building, 1476 J. A. Cochran Bypass in The Council
Chambers Unless Otherwise Specified.

January 4
CCTC meeting at 5:30
January 18

February 7
February 22

March 7
March 21

April 4
April 19

May 2
CCTC meeting at 5:30
May 16

June 6
June 20

July 5
July 18

August 1 -No meeting Scheduled SCAC Conference
August 15

September 6
CCTC meeting at 5:30
September 19

October 3
October 17

November 7
November 21

December 5

The dates, times and locations are subject to change depending on emergencies, etc.



Chester County, South Carolina

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

Date: December 6, 2021
To: County Council
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1476 J.A. Cochran Bypass
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Director of Contracts and Procurement



BID TABULATION

Chester County Library Roof Improvements

Bid Date: 11/23/2021

Bid Time: 3:00pm
 1476 J A Cochran Bypass
 Chester, South Carolina 29706

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6	ROOF CO INC	✓	✓	✓	✓	\$199,400	60 LEAD 90-240	✓		\$12				✓
7	AQUA SEAL	✓	✓	✓	✓	\$163,800	30 was 300	✓		\$5				✓
8	ATD RESTORATION	✓	✓	✓	✓	\$160,000	60 was 90-120	✓		\$5.75				✓
													CONFIRMED	
													BRUN DMC	
													By	



Chester County, South Carolina

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

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 Chester, South Carolina 29706

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2	LAND Roofing	✓	✓	✓	✓	\$49,800	90 90	✓		\$20				✓
3	TRCH Enterprises	✓	✓	✓	✓	\$80,000	45 240	✓		\$15				✓
4	Interstate Roof	✓	✓	✓	✓	\$91,000	60 270	✓		\$20				✓
5	DR Roofing	✓	✓	✓	✓	\$141,800	45 300	✓		\$27				✓
6	Roofco Inc.	✓	✓	✓	✓	\$82,800	35 60	✓		\$15				✓
7	ATD Restoration	✓	✓	✓	✓	\$75,000	45 90-240	✓		\$8.32				✓

**CONFIRMED
 BRUN DMC**

By



Chester County, South Carolina

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

Date: December 6, 2021

To: County Council

From: Susan M. Cok

Subject: Approval of Bid – Courthouse & EMA HVAC Improvements

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Susan M. Cok,
Director of Contracts and Procurement



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July 5
July 18

August 1 -No meeting Scheduled SCAC Conference
August 15

September 6
CCTC meeting at 5:30
September 19

October 3
October 17

November 7
November 21

December 5

The dates, times and locations are subject to change depending on emergencies, etc.