



## **CHESTER COUNTY COUNCIL MEETING**

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

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, September 18<sup>th</sup>, 2023 at 6:00 PM

#### **Agenda**

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
  - a. September 5<sup>th</sup>, 2023 Council minutes.
- 4. Citizen Comments**
- 5. Ordinances/Resolutions/Proclamations**
  - a. 1<sup>st</sup> Reading of 2023-19 Approving The Execution And Delivery Of A Development Agreement Between The County And Gaston Springs LLC Regarding The Gaston Farms Road Project; And Other Related Matters.
- 6. Administrator's Report**
- 7. Boards and Commissions**
  - a. Appointment to the Construction Board of Appeals- Chairman Branham.
- 8. Executive Session**
  - a. Economic Development Matter- Project 2285.
  - b. Economic Development Matter- Project 2356.
  - c. Discuss personnel matters regarding Administration.
- 9. Council Actions Following Executive Session**
  - a. Action taken regarding Economic Development Matter- Project 2285.
  - b. Action taken regarding Economic Development Matter- Project 2356.
  - c. Action taken regarding personnel matters in Administration.
- 10. Council Comments**
- 11. Adjourn**

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

### **Guidelines for Addressing Council**

#### **Citizens Comments:**

- Each citizen will be limited to three minutes.

#### **Public Hearings:**

- Each speaker will be limited to three minutes.

#### **When introduced:**

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

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

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



# CHESTER COUNTY COUNCIL MEETING

## Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, September 5<sup>th</sup>, 2023 at 6:00 PM

### Minutes

**Present:** Chairman Joe Branham, Vice Chairman Pete Wilson, Councilman Mike Vaughn, Councilwoman Erin Mosley, Councilman John Agee, Councilman William Killian, County Administrator Brian Hester, County Attorney Joanie Winters and Clerk to Council Karen Lee. **Absent:** Councilman Corey Guy with prior notification.

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

3. **Approval of Minutes**

**a. August 21<sup>st</sup>, 2023 Council minutes.**

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

4. **Citizen Comments**

Bonnie Vicari, 143 York St, Chester addressed Council thanking them for the recent hire of the new Recreation Director and was impressed in the leadership of keeping the budget.

Fran Sudol Hutchins, 3236 Fishing Creek Church Rd, Chester addressed Council regarding being opposed to the rezoning of both Gaston Springs properties.

Benji Leyman, 8720 Red Oak Blvd., Charlotte, NC addressed Council regarding being in favor of rezoning both Gaston Springs properties.

Allen Dickard, 10601 Agnes Douglas Rd, Fort Mill Chester addressed Council regarding being opposed to the rezoning of both Gaston Springs properties.

Donnann Espitia, Millen Rd, Chester addressed Council regarding being opposed to the rezoning of both Gaston Springs properties.

Shawn Saras, 2738 Lyle Rd, Chester addressed Council regarding being opposed to the rezoning of both Gaston Springs properties.

5. **Ordinances/Resolutions/Proclamations**

**a. 2023-16 A Resolution To Authorize The County Of Chester, By Chester County Council, To Sell Certain Equipment And Vehicles Of The Sheriff's Office And Public Works Identified Herein Upon Such Terms And Conditions As Described. Councilman Agee motioned to approve, second by Vice Chairman Pete Wilson. Unanimous vote.**

- b. 2023-18 A Resolution to Amend The County Administrator Organizational Chart To Add The Position Known As Project Manager.** Councilman Agee motioned to discuss, second by Councilwoman Mosley. Administrator Hester stated he and County Attorney Winters had discussed doing a consent agenda for 5.a thru 5.f. Councilwoman Mosley withdrew her second, Councilman Agee withdrew his motion. Councilman Agee motioned to allow a consent agenda for items 5.b. thru 5.f. Unanimous vote. Vice Chairman Wilson motioned to approve items 5.b. thru 5.f., second by Councilman Vaughn. Unanimous vote.
- c. 2023-19 A Resolution to Amend The Parks, Recreation, And Tourism Organizational Chart To Add The Position Known As Parks & Recreation Supervisor.**
- d. 2023-20 A Resolution to Amend The Economic Development Organizational Chart To Remove The Position Known As Conference Center Coordinator.**
- e. 2023-21 A Resolution to Amend The Public Works Organizational Chart To Remove Two Positions Known As Maintenance Employees.**
- f. 2023-22 A Resolution to Amend The Parks, Recreation, And Tourism Organizational Chart To Add The Position Known As Conference Center Coordinator And Two Positions Maintenance Technician.** Vice Chairman Wilson motioned to approve items 5.b. thru 5.f., second by Councilman Vaughn. Unanimous vote.

## **6. Administrator's Report**

Administrator Hester introduced Parks and Recreation/Tourism Director Britt Stoudenmire and HR Director Steven Moise.

## **7. Old Business**

### **a. From: CCTC**

**1. Approval of Road and Sign Reimbursement for \$ 49,787.71 for road/sign materials to the Road Department purchased between March 13, 2023 and August 22, 2023 - Robert Hall.** Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.

**2. Recommendation for the annual allotment paving program for 2024.**

Vice Chairman Wilson motioned to approve, second by Councilwoman Mosley. Unanimous vote.

**3. Recommendation for the One-Time Money paving program for 2024.**

Vice Chairman Wilson motioned to postpone to the first meeting in October, second by Councilwoman Mosley. Unanimous vote.

**b. 2<sup>nd</sup> Reading of CCMA23-09 Gaston Springs LLC/Benji Layman request a portion (20.04 acres) of Tax Map #114-00-00-059-000 located at Gaston Farm Road and adjacent to I-77 to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). The Planning Commission voted 5-2 to approve. Vice Chairman Wilson motioned to approve, second by Councilman Killian. Vote 4-2 to approve. Councilmembers Agee and Mosley opposed.**

**c. 2<sup>nd</sup> Reading of CCMA23-10 Gaston Springs LLC/Benji Layman request a portion (150.76 acres) of Tax Map #114-00-00-015-000 located at Gaston Farm Road and adjacent to I-77 to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). The Planning Commission voted 5-2 to approve. Councilman Killian motioned to approve, second by Vice Chairman Wilson. Vote 4-2 to approve. Councilmembers Agee and Mosley opposed.**

**8. Council Comments**

Councilman Agee invited everyone to Union ARP Church in Richburg for a barbeque in remembrance of all who died September 11<sup>th</sup>. A service would be held at 11 am as well.

- 9. Adjourn- Councilwoman Mosley motioned to adjourn, second by Councilman Killian. Unanimous vote to adjourn.**

Time: 7:30pm

*Karen Lee*  
*Clerk to County Council*

**CHESTER COUNTY, SOUTH CAROLINA  
ORDINANCE NO. 2023-19**

**APPROVING THE EXECUTION AND DELIVERY OF A  
DEVELOPMENT AGREEMENT BETWEEN THE COUNTY AND  
GASTON SPRINGS LLC REGARDING THE GASTON FARMS  
ROAD PROJECT; 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, as amended by Ordinance No. \_\_\_\_\_ (collectively, “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 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 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. 2023-19**

(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: \_\_\_\_\_  
Chairman, County Council

*[SEAL]*

Attest:

\_\_\_\_\_  
Clerk to County Council

First Reading:	September 18, 2023
Public Hearing:	October 2, 2023
Second Reading:	October 2, 2023
Public Hearing:	October 16, 2023
Third Reading:	October 16, 2023



**EXHIBIT A**  
**DEVELOPMENT AGREEMENT (GASTON FARMS ROAD PROJECT)**

AFTER RECORDING RETURN TO:

WINTERS LAW FIRM  
105 MAIN STREET  
CHESTER, SC 29706

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

<b>SOUTH CAROLINA</b>	)	<b>DEVELOPMENT AGREEMENT</b>
	)	
<b>CHESTER COUNTY</b>	)	<b>GASTON FARM ROAD PROJECT</b>

This **DEVELOPMENT AGREEMENT** ("Agreement") is entered as of September \_\_\_\_, 2023 ("Agreement Date"), by and among **GASTON SPRINGS, LLC**, A South Carolina Limited Liability Corporation ("Developer"), and **CHESTER COUNTY, SOUTH CAROLINA** ("County"), a body politic and corporate, a political subdivision of the State of South Carolina ("State"), each a "Party," collectively "Parties."

**RECITALS**

**WHEREAS**, Developer has obtained the right to acquire certain real property consisting of approximately +/- 170 acres, located in County and known as the Richburg Meadows development and more fully described in Section 1.04 of this Agreement ("Property"); and

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

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

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

**WHEREAS**, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development in County, thus providing benefits to the citizens of County and providing public benefits through, among other things, the



donation of funds or financing of those public facilities and services described and identified in this Agreement:

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

**ARTICLE I  
GENERAL**

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

**Section 1.02. Definitions.**

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

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

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

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

**Section 1.04. Property.** This Agreement applies to two parcels of land comprising approximately 170 acres identified as all or portions of Tax Map Nos. 114-00-00-015-000 and 114-00-00-059-000, which is reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

**Section 1.05. Zoning.** The Property is currently zoned Limited Industrial District (ID-2) and is anticipated to be rezoned Planned Development (PD) pursuant to Ordinance No. 2023-\_\_\_\_\_.

**Section 1.06. Development Program.**

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

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

**Section 1.07. Development Schedule.**

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

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

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall (i) commencement of construction occur on or after a date that is three (3) years from the effective date of this Agreement. Without modification, the Developer must apply for and be approved for the appropriate site work permits within three (3) years from the effective date of the Agreement or the zoning will revert back to the original classification.

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

**Section 1.08. Relationship of Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the parties may be rendered

liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

**Section 1.09. Benefits and Burdens.**

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

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

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

**Section 1.10. Term.** The term of this Agreement commences on the effective date of this Agreement and terminates fifteen (15) years thereafter, such that at the end of the 15-year term, Developer no longer has any Development Rights, vested rights, and/or any other rights in the Property that arise out of or relate to this Agreement.

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

**ARTICLE II  
REPRESENTATIONS AND WARRANTIES**

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

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

(B) County has approved this Agreement by adoption of Ordinance No. 2023-\_\_\_ in accordance with the procedural requirements of the Act, Ordinance No. \_\_\_ and any other applicable state law.

(C) County represents that prior to the final reading of Ordinance No. 2023-\_\_\_ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

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

(A) Developer represents that to its best knowledge the number of acres of highland contained in the Property (i.e., land outside of a designated flood plain) is greater than 5 acres.

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

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

**ARTICLE III  
DEVELOPMENT RIGHTS**

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

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

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

(C) Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2023-\_\_\_\_\_, the UDO and

the terms of this Agreement if and only if Developer has complied with all the requirements of section 5.19 of this Agreement.

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

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

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

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

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

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

**Section 3.04. Development Permits.**

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

- (1) Site Plan approval;
- (2) Preliminary plan approval
- (3) Final plat approval;
- (4) Zoning permits;

- (5) Building permits; and
- (6) Sign permits.

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

**Section 3.05. Non-Transfer of Development Rights.** Developer is not permitted to assign or transfer its Development Rights to other successor or substitute developer(s) without expressly written permission of the County, which permission shall not be unreasonably withheld. However, upon approval of this Development Agreement, and hereby incorporated by reference, the County does approve the assignment of Development Rights and the terms of this Development Agreement to Dream Finders Homes, LLC, a Florida Corporation. This provision does not apply to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not Developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

#### 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 County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of County. The purpose of this article is to identify the matters agreed upon to be provided by Developer to mitigate such burdens and costs.

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

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

(B) All units and attached dwellings shall be subject to a development fee in the amount of Five Thousand Dollars and No Cents (\$5,000) per lot, payable by the building permit applicant to the County at the time of issuance of each respective building permit.

**Section 4.03. Infrastructure and Services.** The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other



governmental or quasi-governmental entities, and not by County. For clarification, the Parties make specific note of and acknowledge the following:

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

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

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

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

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

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

public school services in County.

**ARTICLE V  
MISCELLANEOUS**

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

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

With a Copy to (does not constitute notice):

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

And to Developer: Gaston Springs LLC  
Attention: Thomas Miller  
1120 East Boulevard, Suite 200  
Charlotte, North Carolina 28203

With a Copy to (does not constitute notice):

Kirk Palmer & Thigpen P.A.  
Attn: William B. Kirk, Jr.  
1300 Baxter Street, Suite 300  
Charlotte, NC 18104

**Section 5.02. Amendments.**

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

discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

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

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

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

**Section 5.04. Breach of Agreement.**

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

(B) If Developer fails to cure the breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach (which cure period shall be at least thirty (30) days after written notice thereof from County and extended by mutual agreement between the Developer and the County Administrator, if the nature thereof requires additional time so long as Developer commences the cure within the original thirty (30) day period and continues the same with due diligence to its completion), then County may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County must first give Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) County and Developer have each executed the Agreement, and (ii) Developer has delivered to County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., October 31, 2024, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of

claims, in order to afford the Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 5.20. Indemnification Covenants.**

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

(B) The County is entitled to use counsel of its choice and the Developer shall reimburse the County for all its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. Said costs shall not exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00). The County shall provide a statement of the costs incurred in the response or defense, and the Developer shall pay the County within 30 days of receipt of the statement. The Developer may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

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

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

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

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

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

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

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

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

WITNESSES:

[Signature]  
Name: \_\_\_\_\_

Jack [Signature]  
Name: \_\_\_\_\_

DEVELOPER:

GASTON SPRINGS LLC  
A South Carolina Corporation

[Signature]  
By: Thomas D. Miller  
Its: member/manager

STATE OF North Carolina )

COUNTY OF Mecklenburg )

ACKNOWLEDGMENT

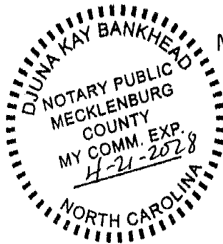
Thomas B. Miller, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and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

Dated: 9-13-2023

[Signature]  
Djuna Kay Bankhead  
Notary Public for the State of North Carolina

My commission expires: 4-21-2028

[NOTARIAL SEAL]





WITNESSES:

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

COUNTY:

CHESTER COUNTY, SOUTH CAROLINA,  
A political subdivision of the State of South  
Carolina

By: Joseph R. Branham  
Its: County Council Chair

[COUNTY SEAL]

Attest:

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

SOUTH CAROLINA            )  
                                          )  
CHESTER COUNTY            )

**ACKNOWLEDGMENT**

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

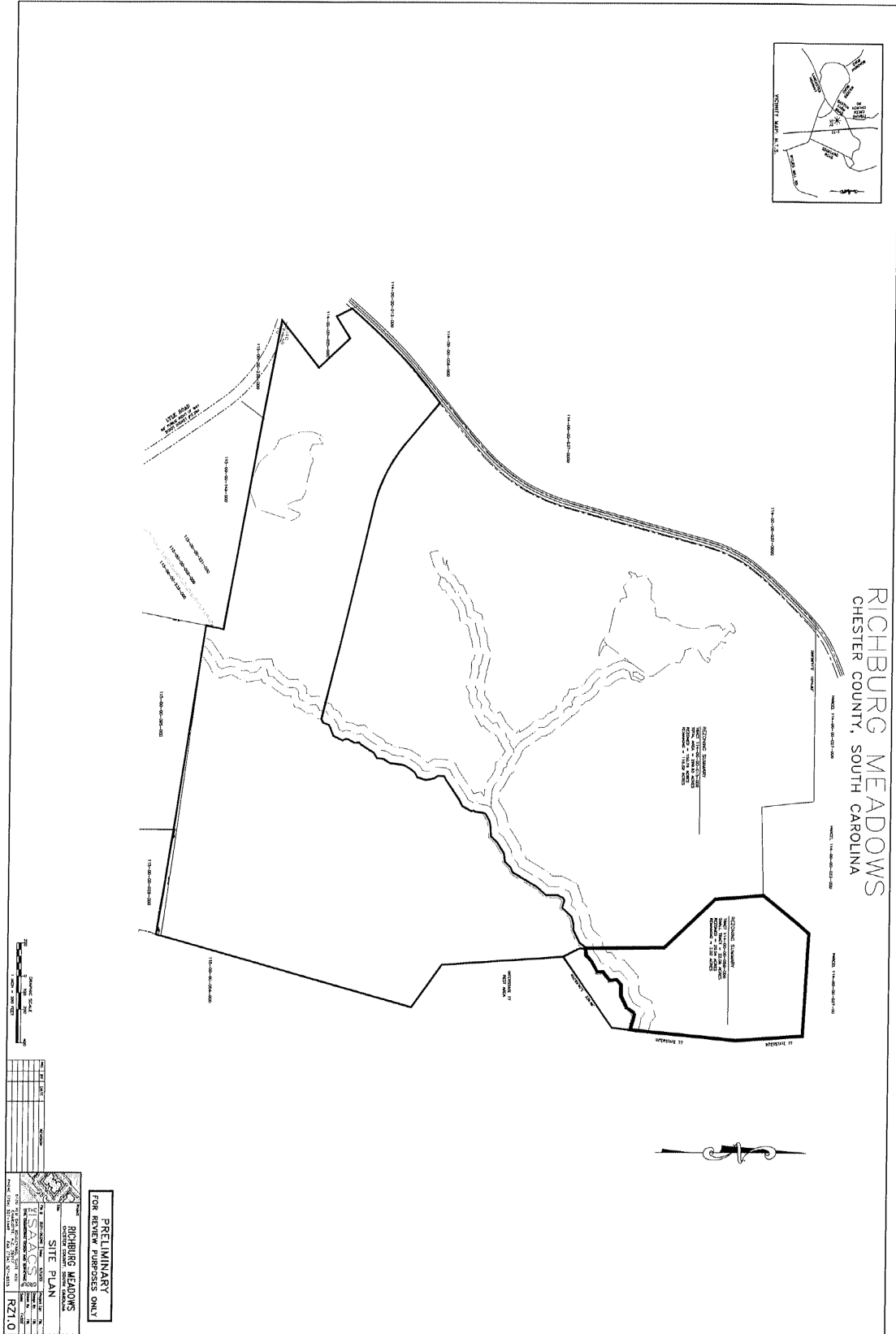
Dated: \_\_\_\_\_

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

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

[NOTARIAL SEAL]

Exhibit A



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

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

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

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

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

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

**MODIFIED MINIMUM DIMENSIONAL STANDARDS\***

50' Min.	Width	6,000 sq ft.	2.40units per acre	25' Front Setback	10' Side Setback	50' Setback from adjoining property
				25' Rear Setback		

\*In addition to the lot dimensions referenced above, the residential garage shall be set back a minimum of [ ] feet from the front façade of the house or 25 from the edge of the right-of way for front-loaded single-family detached homes and townhomes, whichever is greater. Placement of single-family detached homes and townhome units shall be staggered.

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

2.4units	Per acre
----------	----------

7. *Residential Section – Site Layout and Architecture*

a. General Site Layout:

b. Architecture: Homes shall be constructed with a mix of materials including brick, stone, and/or cementitious siding (*i.e.*, Hardie). Vinyl siding shall not be permitted as a primary wall material but may be used for minor accent areas.

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

a. General Site Layout:

b. Architectural Design and Materials:

9. *Open Space and Landscaping*

a. Open Space Quantity and Design:

The site will provide 40 acres or 23% open space minimum which exceeds the code requirement of 20%.

b. Open Space Amenity Features (including timing):

Open space amenities include: a cabana, pool, natural areas, and walking trails. Construction to begin by the 200<sup>th</sup> building permit.

c. Tree Preservation and Protection:

Trees within 35' of each side of the centerline of a jurisdictional stream will be saved.

d. Buffers:

There will be a 30' buffer along Gaston Farm Road and 50' around the remaining perimeter, which meets or exceeds the requirements of the ordinance.

e. Pump Station Screening:

The pump station will be screened with shrubs planted every five feet and an evergreen tree planted every thirty feet at minimum.

f. Landscaped Medians:

Not applicable.

g. BMP Design/Landscaping:

Proposed BMP's will be designed and landscaped to SCDHEC requirements.

10. *Transportation:*

a. Offsite Improvements: Right turn lanes will be provided entering the site at both

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access points on Gaston Farm Road. There will be road improvements at the intersection of Highway 9 and Lyle Road by way of a right turn lane from Highway 9 to Lyle Road and a left turn lane from Lyle Road to Highway 9. The Gaston Farm Road and Lyle Road intersection will also continue to be monitored to see if a four-way stop is warranted.

b. Onsite Improvements: Internal roads will be constructed to the public street standard which provides a 50' right of way with 26' of pavement and curb, gutter, and sidewalk on each side.

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

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

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

[TO BE COMPLETED PRIOR TO EXECUTION]

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

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

August 2024 start of Phase one Land Development

August of 2025 start vertical Construction Phase one

September 2026 start of phase two development

September 2027 start vertical construction Phase 2

December 2028 finish Phase two development

Final homes close out forth quarter 2029/first quarter 2030

Not withstanding proposed schedule may be adjusted as Periodic adjustment subject to a +/- nine-month period as allowed under Section 1.07(D)

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

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

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

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

(B) *the duration of the agreement which must comply with section 6-31-40 of the Act. See section 1.10.* 15 years

(C) *a representation by Developer of the number of acres of highland contained in the property subject to the agreement. See section 2.02.* There are approximately 155 acres of highland on the property.

(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.* Section 1.05 is accurate.

(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.* What is the difference between population density and building intensity?

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

Public water, public sewer with pump station, a street network built to public standard, and public road improvements will be constructed as stated on overall schedule.

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

We provide a stream buffer as required by SCDHEC.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the*



*agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions. See section 3.04.*

We'll need permits as described in Section 3.04, plus approvals from the water and sewer providers, SCDOT, SCDHEC, and Army Corp. (as necessary)

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

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

N/A

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

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

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

We will comply with the ordinances listed in 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.*

Again, we will comply with current ordinances.

*(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.*

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

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

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

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

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

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

**[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]**

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

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[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

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

[TO BE COMPLETED PRIOR TO EXECUTION]

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August of 2025 start vertical Construction Phase one

September 2026 start of phase two development

September 2027 start vertical construction Phase 2

December 2027 finish Phase two development

Final homes close out forth quarter 2029/first quarter 2030

Not withstanding proposed schedule may be adjusted as Periodic adjustment subject to a +/- nine-month period as allowed under Section 1.07(D)

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

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(B) *the duration of the agreement which must comply with section 6-31-40 of the Act. See section 1.10.* 15 years

(C) *a representation by Developer of the number of acres of highland contained in the property subject to the agreement. See section 2.02.* There are approximately 155 acres of highland on the property.

(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.* Section 1.05 is accurate.

(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.* What is the difference between population density and building intensity?

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

Public water, public sewer with pump station, a street network built to public standard, and public road improvements will be constructed as stated on overall schedule.

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

We provide a stream buffer as required by SCDHEC.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the*

*agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions. See section 3.04.*

We'll need permits as described in Section 3.04, plus approvals from the water and sewer providers, SCDOT, SCDHEC, and Army Corp. (as necessary)

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

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

N/A

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

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

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

We will comply with the ordinances listed in 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.*

Again, we will comply with current ordinances.

*(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.*

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

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

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

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

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

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

**[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]**

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**Application for Chester County, South Carolina Boards and Commissions**

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

Date: 28AUG2023

Board or Commission Appointment being sought: Construction Board of Appeals

Name: Jon-Michael Helms Occupation: Gardenia Agricultural Fencing I

Street Address: 1127 Craighrow Cir Chester SC 29706

Mailing Address: (if different from above) \_\_\_\_\_

Telephone (Home): \_\_\_\_\_ Cell: [REDACTED]

E-Mail: [REDACTED] Do you live in Chester County  yes /  no.

Date of Birth: \_\_\_/\_\_\_/\_\_\_ Sex: \_\_\_\_\_

If recommended by a Council Member, indicate their name: \_\_\_\_\_

In which Council District do you reside? Please indicate (1-7) 3

Are you presently serving on a County Board or Commission? No If "yes" when does your term expire?  
\_\_\_/\_\_\_/\_\_\_

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

Signature: Jon-Michael Helms

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

- Accommodation Tax Board
- Ad-Hock Burnt House Cemetery
- Airport Commission
- Assessment of Appeals Board
- Catawba Mental Health
- Catawba Regional Council of Government
- Catawba Regional Workforce
- Chester County Library
- Chester Metropolitan District
- Construction Board of Appeals
- Fort Lawn Fire Protection District
- Gateway Steering Committee
- Hazel Pittman Center
- John Keziah Park
- Lando Rural Fire
- Lewis Fire Protection District
- Olde English District
- Parks and Recreation Board
- Planning Commission
- Radio Users Advisory Committee
- Richburg Fire District Commission
- Rural Fire Commission
- Solid Waste Advisory Board
- Zoning Board of Appeals