



Chester County Council Meeting

R. Carlisle Roddey Government Building
1476 J A Cochran Bypass | Chester, SC 29706
Monday, February 3, 2025 | 6:00 PM

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. APPROVAL OF MINUTES

- a) January 21, 2025 Council Meeting Minutes

4. CITIZEN'S COMMENTS

5. PUBLIC HEARING

6. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

- a) 1st Reading of Ordinance 2025-6 (Title Only)
An ordinance to dissolve the Chester County Rural Fire Board; to create the Chester County Fire Advisory Board; to provide for the governance; to create the purpose and implementation; to define the authority and scope; and other related matters.
- b) Resolution 2025-4 To amend the County's organizational chart to provide for reorganization of and establishing a position in Public Works; and to provide for related matters.
- c) Proclamation honoring Ms. Madeline "Kay" Feaster Miles

7. ADMINISTRATOR'S REPORT

8. CONSENT AGENDA

- a) 3rd Reading of Ordinance 2024-18 Authorizing the transfer of approximately 2.2 acres of real property with improvements, if any, located on Dawson Drive, Chester, South

Carolina, associated with county TMS #069-00-00-019-000; and providing for other related matters.

- b) 3rd Reading of CCMA24-15 James Christopher Gaddy and Kathleen P. Gaddy request Tax Map #079-04-02-098-000 located at 641 Lancaster Hwy, Chester, SC 29706 to be rezoned from Single Family Residential District (RS-1) to Limited Commercial District (LC). The Planning Commission voted 6-0 to approve.
- c) 2nd Reading of CCMA24-16 Antwon Caldwell request Tax Map #079-05-10-005-000 located at 590 Beltline Road, Chester, SC 29706 to be rezoned from General Commercial District (GC) to Single Family Residential District (RS-1). The Planning Commission voted 5-0 to approve.
- d) 2nd Reading of Ordinance 2025-1
An ordinance authorizing the issuance and sale of not exceeding \$250,000 fire protection district improvement revenue bonds of Chester County, South Carolina, for the purpose of defraying the cost of improvements to the Richburg Fire Protection District; prescribing the form and details of the bond; providing for the payment of the principal of and interest on the bond from the revenues derived from the operation of the system; providing for the acceptance and administration of grants and donations; creating and establishing certain funds and accounts; and making other covenants and agreements in connection with the foregoing; and other related matters.
- e) 2nd Reading of Ordinance 2025-2
An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and P2280; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.
- f) 2nd Reading of Ordinance 2025-4
An ordinance authorizing the execution and delivery of an infrastructure credit agreement by and between Chester County and Project P2443, including any related or affiliated entities and any sponsor affiliates, whereby Chester County will enter into an infrastructure credit arrangement with the company; and providing for other related matters.
- g) 2nd Reading of Ordinance 2025-5
An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and Project P2373; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.

9. OLD BUSINESS

- a) 3rd Reading of CCMA24-13 John Agee request Tax Map #124-00-00-052-000 located next to 3302 Lancaster Hwy, Richburg, SC 29729 to be rezoned from Single Family Residential District (RS-1) to Rural Two District (R2). The Planning Commission voted 6-0 to approve.
- b) 3rd Reading of CCMA24-14 Joaquim and Joanne Goncalves request Tax Map #122-00-00-066-000 located at 2482 Clinton Road, Edgemoor, SC 29712 to be rezoned from Rural Two District (R-2) to Rural One District (R-1). The Planning Commission voted 6-0 to approve.

10. NEW BUSINESS

- a) Fiscal Year 2024 Audit Report
Tommy Darby, Treasurer
- b) 1st Reading of CCMA24-17 Vista Resources, LLC request Tax Map #079-01-17-018-000 (+/- 1.47 acres) located at 2228 J A Cochran Bypass, Chester, SC 29706 to be rezoned from General Commercial District (GC) to Planned Development (PD). The Planning Commission voted 4-1 to approve.
- c) 1st Reading of CCMA24-18 Vista Resources, LLC request Tax Map #079-01-17-013-000 (+/- 32.24 acres) located behind 2228 J A Cochran Bypass, Chester, SC 29706 to be rezoned from Multi-Family Residential District / Rural Two District (RG-1 & R2) to Planned Development (PD). The Planning Commission voted 4-1 to approve.
- d) 1st Reading of CCMA24-19 Vista Resources, LLC request Tax Map #078-01-01-034-000 (+/- 11.38 acres) located behind 2228 J A Cochran Bypass, Chester, SC 29706 to be rezoned from General Residential District / Multi-Family Residential District (RG-2 & RG-1) to Planned Development (PD). The Planning Commission voted 4-1 to approve.
- e) Statements regarding local municipality annexation
Councilman Corey Guy, District 5

11. BOARDS AND COMMISSIONS

- a) Richburg Fire Protection District
Bobby Raines, District 3

12. EXECUTIVE SESSION

- a) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2480

- b) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2501

13. ACTIONS FOLLOWING EXECUTIVE SESSION

- a) Action taken regarding Project P2480
- b) Action taken regarding Project P2501

14. COUNCIL COMMENTS

15. ADJOURN

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

Guidelines for Addressing Council	
Citizens Comments: Each citizen will be limited to three minutes.	Public Hearings: Each speaker will be limited to three minutes.
When introduced: Approach the podium, state your name and address. Speak loudly and clearly making sure that the microphone is not obstructed. Do not address the audience – direct all comments to Council. Do not approach the Council table unless directed.	Anyone addressing Council will be called out of order if you: Use profanity. Stray from the subject. Make comments personally attacking an individual member of Council.



Chester County Council Meeting

R. Carlisle Roddey Government Building
1476 J A Cochran Bypass | Chester, SC 29706
Tuesday, January 21, 2025 | 6:00 PM

AGENDA

Present: Chairman Pete Wilson, Vice Chair Erin Mosley, Councilman Mike Vaughn, Councilman Corey Guy, Councilman Bobby Raines, Councilman John Agee, Councilman William Killian (6:17pm), County Administrator Brian Hester, County Attorney Nicole Workman, Clerk to Council Kristie Donaldson

1. CALL TO ORDER

Chairman Wilson called the meeting to order at 6:00pm and declared a quorum of council present.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

The allegiance was recited and invocation given by Councilman Guy.

3. APPROVAL OF MINUTES

- a) December 2, 2024 Council Meeting Minutes
Vice Chair Mosley motioned to approve, second by Councilman Vaughn. Vote 6-0 to approve.
- b) January 6, 2025 Council Meeting Minutes
Councilman Vaughn motioned to approve, second by Vice Chair Mosely, Vote 6-0 to approve.

4. CITIZEN'S COMMENTS

None.

5. PUBLIC HEARING

Chairman Wilson stated that no citizens signed up to speak for the public hearing.

- a) Ordinance 2024-17 Authorizing the grant of a right-of-way and easement of approximately 0.109 acres of real property with improvements, if any, located along South Carolina Highway 9, Chester, South Carolina, with County TMS #125-00-00-072-000; and providing for other related matters.
- b) Ordinance 2024-18 Authorizing the transfer of approximately 2.2 acres of real property with improvements, if any, located on Dawson Drive, Chester, South Carolina, associated with county TMS #069-00-00-019-000; and providing for other related matters.

6. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

- a) 1st Reading of Ordinance 2025-1 (Title Only)
An ordinance authorizing the issuance and sale of not exceeding \$250,000 fire protection district improvement revenue bonds of Chester County, South Carolina, for the purpose of defraying the cost of improvements to the Richburg Fire Protection District; prescribing the form and details of the bond; providing for the payment of the principal of and interest on the bond from the revenues derived from the operation of the system; providing for the acceptance and administration of grants and donations;

creating and establishing certain funds and accounts; and making other covenants and agreements in connection with the foregoing; and other related matters.

Councilman Vaughn motioned to approve, second by Vice Chair Mosley. Vote 6-0 to approve.

b) 1st Reading of Ordinance 2025-2

An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and P2280; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.

Vice Chair Mosley motioned to approve, second by Councilman Guy. Vote 6-0 to approve.

c) 1st Reading of Ordinance 2025-3 (Title Only)

An ordinance authorizing the execution and delivery of a fee in lieu of tax and special source revenue credit agreement by and between Chester County and Project P2285; providing for a fee in lieu of ad valorem taxes incentive; providing for a special source revenue credit; creating or modifying a joint county industrial and business park agreement between Chester County and York County so as to establish or enlarge the park; and other related matters.

Vice Chair Mosley motioned to approve, second by Councilman Raines. Vote 6-0 to approve.

d) 1st Reading of Ordinance 2025-4 (Title Only)

An ordinance authorizing the execution and delivery of an infrastructure credit agreement by and between Chester County and Project P2443, including any related or affiliated entities and any sponsor affiliates, whereby Chester County will enter into an infrastructure credit arrangement with the company; and providing for other related matters.

Councilman Guy motioned to approve, second by Councilman Vaughn. Vote 6-0 to approve.

e) 1st Reading of Ordinance 2025-5

An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and Project P2373; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.

Vice Chair Mosley motioned to approve, second by Councilman Guy. Vote 7-0 to approve.

f) Resolution 2025-1 Authorizing the disposition of certain personal property; and providing for other related matters.

Councilman Vaughn motioned to approve, second by Vice Chair Mosley. Vote 7-0 to approve.

g) Resolution 2025-2 Declaring the County's intent to reimburse itself for certain expenditures made prior to the County's consummation of a federally tax-exempt financing.

Councilman Vaughn motioned to approve, second by Vice Chair Mosley. Vote 6-0 to approve.

h) Resolution 2025-3 Providing preliminary approval for certain incentives to induce investors identified for the time being as Project P2280, acting for itself, one or more current or future affiliates, and other project sponsors (collectively, "company") to establish or expand certain facilities in Chester County, South Carolina ("county"), including (1) a negotiated fee in lieu of ad valorem tax arrangement; (2) inclusion of the project site in a multi-county industrial or business park; (3) special source credits to be

applied against fees in lieu of ad valorem taxes; and (4) other related matters.
Vice Chair Mosley motioned to approve, second by Councilman Guy. Vote 6-0 to approve.

7. ADMINISTRATOR'S REPORT

County Administrator Brian Hester first addressed the snowy weather outside and stated that the weather would continue to be monitored, and updates and announcements would be posted on the Facebook page and website. Administrator Hester announced Devon Bagley as the Public Works Director and Amelia Henderson as the new Gateway Manager.

8. CONSENT AGENDA

Councilman Agee motioned to approve items A and B under Consent Agenda, second by Vice Chair Mosley. Vote 7-0 to approve.

a) 3rd Reading of Ordinance 2024-17

Authorizing the grant of a right-of-way and easement of approximately 0.109 acres of real property with improvements, if any, located along South Carolina Highway 9, Chester, South Carolina, with County TMS #125-00-00-072-000; and providing for other related matters.

b) 2nd Reading of CCMA24-15 James Christopher Gaddy and Kathleen P. Gaddy request Tax Map #079-04-02-098-000 located at 641 Lancaster Hwy, Chester, SC 29706 to be rezoned from Single Family Residential District (RS-1) to Limited Commercial District (LC). The Planning Commission voted 6-0 to approve.

9. OLD BUSINESS

a) 2nd Reading of CCMA24-13 John Agee request Tax Map #124-00-00-052-000 located next to 3302 Lancaster Hwy, Richburg, SC 29729 to be rezoned from Single Family Residential District (RS-1) to Rural Two District (R2). The Planning Commission voted 6-0 to approve. *Councilman Agee recused himself from voting. Councilman Guy motioned to approve, second by Councilman Raines. Vote 6-0 to approve.*

b) 2nd Reading of CCMA24-14 Joaquim and Joanne Goncalves request Tax Map #122-00-00-066-000 located at 2482 Clinton Road, Edgemoor, SC 29712 to be rezoned from Rural Two District (R-2) to Rural One District (R-1). The Planning Commission voted 6-0 to approve.

Councilman Vaughn motioned to approve, second by Vice Chair Mosley. Vote 5-2 to approve. Opposed by Councilman Killian and Councilman Agee.

10. NEW BUSINESS

a) Bid Acceptance for Animal Control Shelter

Vice Chair Mosley motioned to approve the low bid for the new Animal Control Shelter in the amount of \$4,162,695.04 for a total amount committed to \$4,651,000 with contingency. Second by Councilman Guy. Vote 7-0 to approve.

b) Lutz Grant Match Request

Jessica Roof, Animal Control Director

Vice Chair Mosley motioned to approve, second by Councilman Vaughn. Vote 7-0 to approve.

- c) 1st Reading of CCMA24-16 Antwon Caldwell request Tax Map #079-05-10-005-000 located at 590 Beltline Road, Chester, SC 29706 to be rezoned from General Commercial District (GC) to Single Family Residential District (RS-1). The Planning Commission voted 5-0 to approve.

Councilman Guy motioned to approve, second by Vice Chair Mosley. Vote 7-0 to approve.

- d) Statement regarding Municipal Building and Fire Codes

Councilman John Agee

Councilman Agee stated that he, Administrator Brian Hester, and Attorney Nicole Workman had met recently to discuss municipal building and fire codes. Councilman Agee explained that in South Carolina, the International Building Codes and International Fire Codes are state law and must be adopted by any municipality. He expressed that this was very important for the safety of the firefighters, as they need to be able to enter buildings that are up to code without risking their lives. Councilman Agee thanked Mr. Hester and Mrs. Workman for being receptive to addressing this issue.

11. BOARDS AND COMMISSIONS

- a) Airport Commission Appointments

Vice Chair Mosley motioned to re-appoint George Whitesides II, John Davis, Les Shugart, and Rusty Darby to the Airport Commission, second by Councilman Agee. Vote 6-1 to approve. Opposed by Councilman Killian.

1. Council Appointment
2. Council Appointment
3. Council Appointment
4. Council Appointment

- b) Chester County Historical Cemeteries Advisory Committee Appointments

Councilman Vaughn motioned to appoint Natalie Paul, Neely Gaston, and Sandra Anglin to the committee, second by Councilman Agee. Vote 7-0 to approve.

1. Council Appointment
2. Council Appointment
3. Council Appointment

- c) Catawba Regional Council of Governments

1. Resignation of Citizen Member

Councilman Agee motioned to accept the resignation of Bill Bundy, second by Councilman Raines. Vote 7-0 to accept.

2. Appointment of Citizen Member

Councilman Agee motioned to appoint Joe Branham, second by Councilman Guy. Vote 7-0 to appoint.

3. Appointment of Council Member

Vice Chair Mosely nominated Councilman Vaughn. Councilman Guy nominated Councilman Agee. Vote was taken: Councilman Killian voted for Councilman Agee, Councilman Raines voted for Councilman Agee, Councilman Vaughn voted for himself, Councilman Guy voted for Councilman Agee, Chairman Wilson voted for Councilman Vaughn, Councilman Agee voted for himself, and Vice Chair Mosley voted for Councilman Vaughn. Vote 4-3 to appoint Councilman Agee.

- d) District 3 Appointments by Councilman Bobby Raines
 - 1. Accommodations Tax Board – Laura Medlin
 - 2. Chester County Library Board – Wylie McGarity
 - 3. Construction Board of Appeals – Jon Michael Helms
 - 4. Parks and Recreation Advisory Board – Thomas Jordan
 - 5. Planning Commission – Todd Love
 - 6. Rural Fire Commission – Gene Hudson
- e) District 4 Appointments by Chairman Pete Wilson
 - 1. Board of Assessment Appeals – Ruthanne Levister
 - 2. Chester County Library Board – Joan Guyton
 - 3. Hazel Pittman Center Board of Directors – Carol Grant
 - 4. Parks and Recreation Advisory Board – Laura Roberts
 - 5. Planning Commission – Trent Smith
 - 6. Zoning Board of Appeals – J. Scott Thomas
- f) District 6 Appointments by Councilman William Killian
 - 1. Accommodations Tax Board – Elizabeth Claytor
 - 2. Board of Assessment Appeals – *William King*
 - 3. Chester County Library Board – *Shannon Hyde*
 - 4. Construction Board of Appeals – *Major Williamson*
 - 5. Hazel Pittman Center Board of Directors – *Peter Skidmore*
 - 6. Parks and Recreation Advisory Board – *Hiawatha Clifton*
 - 7. Planning Commission – *Azzie Lee Hill*
 - 8. Rural Fire Commission – *Donald Trowell*
 - 9. Zoning Board of Appeals – *Teresa Skidmore*

Chairman Wilson announced the appointments under items D, E, and F and entertained a motion to approve the appointments for Districts 3, 4 and 6. Councilman Agee motioned to approve the appointments for the districts as read by the Chairman, second by Councilman Vaughn. Vote 7-0 to appoint the members.

12. EXECUTIVE SESSION

Councilman Guy motioned to enter executive session, second by Vice Chair Mosley. Vote 7-0 to enter.

- a) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2480
- b) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2492
- c) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2493

- d) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2501

13. ACTIONS FOLLOWING EXECUTIVE SESSION

Chairman Wilson announced the return into regular session and stated that all items were taken as information only.

- a) Action taken regarding Project P2480
- b) Action taken regarding Project P2492
- c) Action taken regarding Project P2493
- d) Action taken regarding Project P2501

14. COUNCIL COMMENTS

Administrator Hester announced a delayed opening due to the inclement weather.

Councilman Vaughn stated that he enjoyed participating in the Martin Luther King parade.

Councilman Guy thanked everyone for their participation in the parade.

Councilman Agee stated that he takes Miss Delores Thomas to the parade, and she enjoys the parade. He also asked for prayers for an injured firefighter.

Vice Chair Mosley wished Chairman Wilson a Happy Early Birthday.

15. ADJOURN

Councilman Guy motioned to adjourn, second by Councilman Vaughn. Vote 7-0 to adjourn.

8:10PM

Kristie Donaldson

Clerk to County Council

SOUTH CAROLINA

)

RESOLUTION 2025-4 OF

)

CHESTER COUNTY, SOUTH CAROLINA

CHESTER COUNTY

)

**TO AMEND THE COUNTY'S ORGANIZATIONAL CHART TO
PROVIDE FOR REORGANIZATION OF AND ESTABLISHING A
POSITION IN PUBLIC WORKS; AND TO PROVIDE FOR RELATED
MATTERS.**

WHEREAS, the County, by and through its County Council, is authorized and empowered to provide for the County's internal operation according to South Carolina Constitution Article VIII, section 17, and the Home Rule Act of 1975, including section 4-9-10, *et seq.* of the Code of Laws of South Carolina 1976, as amended;

WHEREAS, the County desires to provide: (a) within the Public Works Department, for the transfer of responsibilities and supervision of the Chester County Landfill from the Recycling, Litter and Solid Waste Supervisor to now report to and operate under the supervision of a newly created Landfill Supervisor, as more fully depicted on the organizational chart, a copy of which is attached as Exhibit A ("Updated Public Works Chart"); (b) within the Public Works Department, eliminating a driver position that reported to the Recycling, Litter and Solid Waste Supervisor, also fully depicted on the organizational chart, a copy of which is attached as Exhibit A ("Updated Public Works Chart");

WHEREAS, the County does not anticipate the addition of these positions will have an impact on the County's current fiscal year budget, as enacted (and, as may have been, from time to time, amended);

NOW, THEREFORE, the Council resolves that the County's (a) Updated Public Works Chart is adopted as described in the recitals and depicted in Exhibit A.

Section 1. Except as amended by this Resolution, County's organizational chart(s) shall remain unchanged and in full force and effect.

Section 2. The County Administrator is empowered to take whatever further actions and execute whatever documents as may be proper to effect this Resolution's intent.

Section 3. Each resolution, regulation, order, or other directive of the County, and each part of the same, in conflict with this Resolution, is, to the extent of that conflict, repealed, and replaced by this Resolution.

Section 4. This Resolution does not vest any rights in any person or entity, and the County reserves the right to repeal or amend this Resolution, at any time, from time to time, as often as the County, in its sole discretion, deems appropriate.

Section 5. This Resolution is effective after its adoption by County Council.

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

RESOLVED: February 3, 2025

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Pete Wilson
Chairman, County Council

[SEAL]

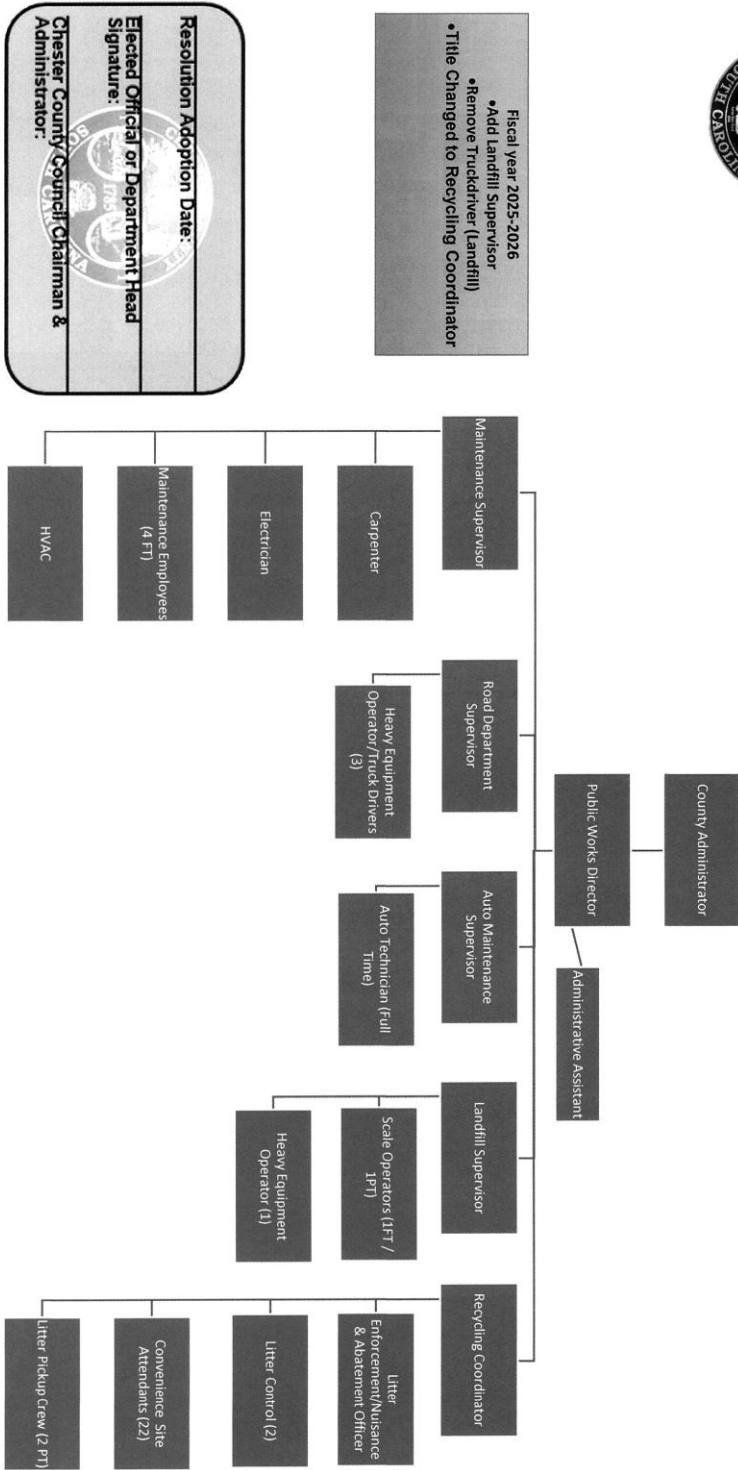
Attest:

Kristie Donaldson
Clerk to County Council

EXHIBIT A
UPDATED PUBLIC WORKS CHART



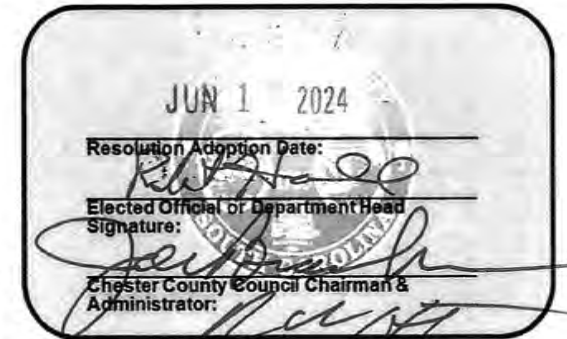
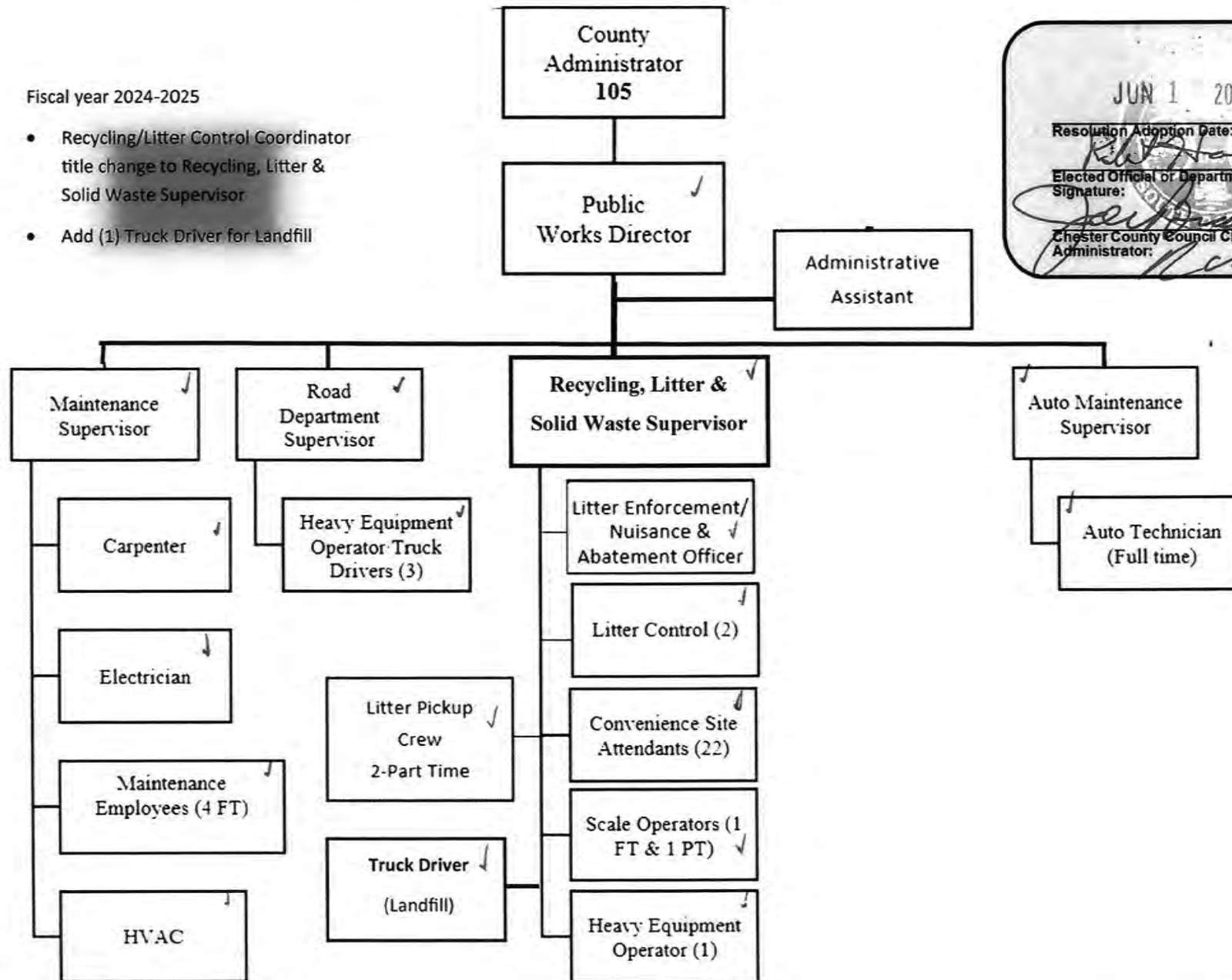
Public Works – Organizational Chart



PUBLIC WORKS – ORGANIZATIONAL CHART

Fiscal year 2024-2025

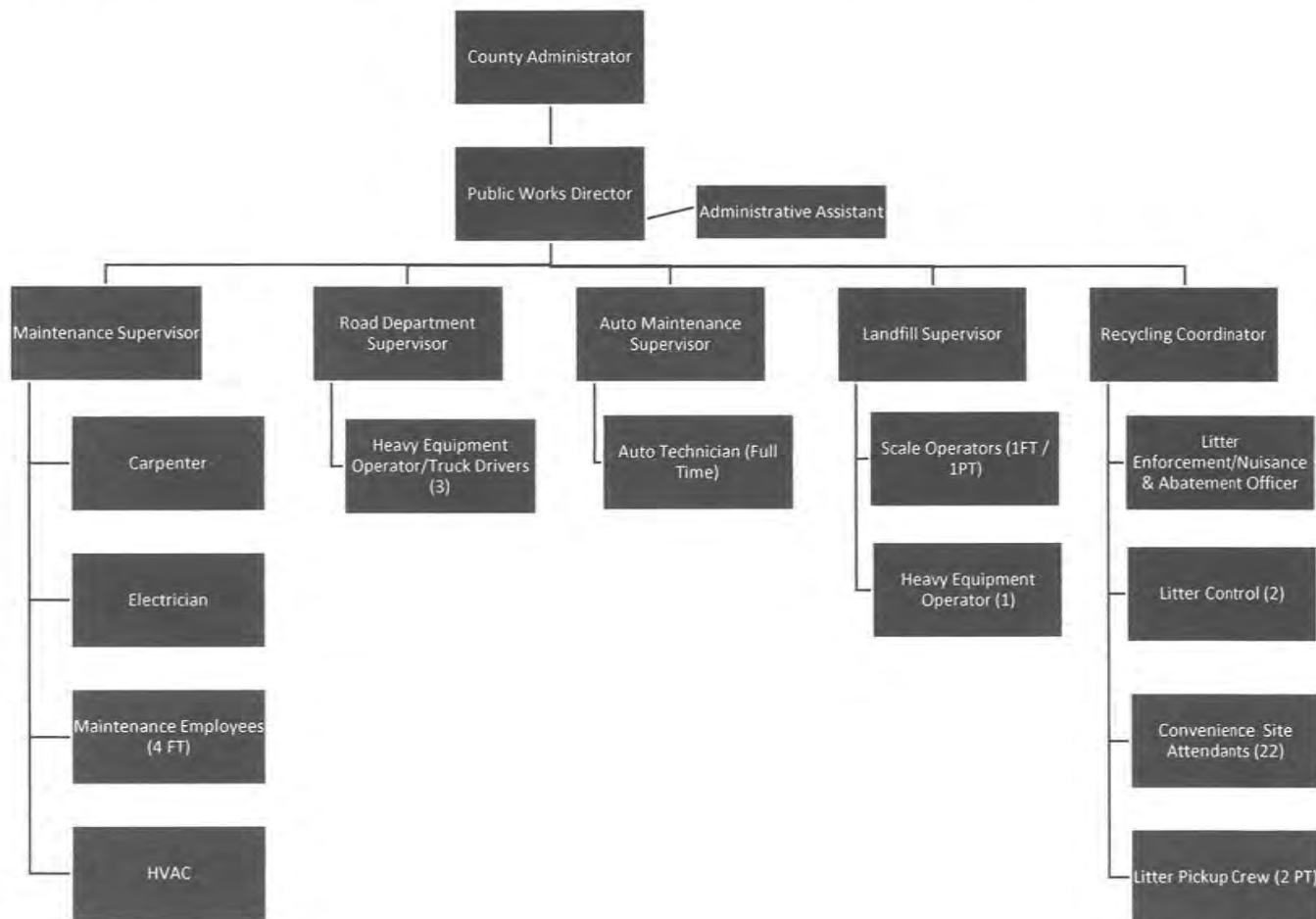
- Recycling/Litter Control Coordinator title change to Recycling, Litter & Solid Waste Supervisor
- Add (1) Truck Driver for Landfill



Monday, July 1, 2024



Public Works – Organizational Chart



Fiscal year 2025-2026
•Add Landfill Supervisor
•Remove Truckdriver (Landfill)
•Title Changed to Recycling Coordinator

Resolution Adoption Date:

Elected Official or Department Head
Signature:

Chester County Council Chairman &
Administrator:

STATE OF SOUTH CAROLINA

)

PROCLAMATION

CHESTER COUNTY

)

A PROCLAMATION HONORING MADELINE “KAY” FEASTER MILES

- WHEREAS,** Madeline Feaster Miles, known as Ms. Kay, leaves a legacy as a beloved matriarch and devoted member of her community, born on March 17, 1937, she lived in the same home on Oak Street for 70 years, where she nurtured her family and fostered deep ties within her community;
- WHEREAS,** Ms. Kay was the proud mother of five children and the cherished grandmother of 15 grandchildren, instilling values of love, compassion, and resilience in each generation, and creating a legacy of strength and unity;
- WHEREAS,** Ms. Kay was a dedicated and active member of the Queen Bathsheba Chapter #7 of the Order of the Eastern Star, a member of the AP&B Society #11, and the East Chester Community Group Association, continuously giving her time and efforts to serve her community;
- WHEREAS,** Ms. Kay worked diligently for many years at the South Carolina Department of Employment and Workforce for 4 years and at Campus Sportswear for 25 years, where her work ethics and dedication were an inspiration to those around her;
- WHEREAS,** her unwavering faith and dedication were a beacon of light for all who knew her as a lifelong member of Gethsemane Baptist Church, where she faithfully served on the Usher Board as Treasurer until 2024, was a devoted Pastor’s Aid, sang in the Adult Choir, and taught Sunday School;
- WHEREAS,** Ms. Kay was known as a pillar of strength and compassion in her community, always offering her help, wisdom, and kindness, leaving an indelible mark on the lives of those she encountered; and
- WHEREAS,** Ms. Kay’s legacy of love, faith, hard work, and service will forever be cherished by her family, friends, and all who had the privilege of knowing her.

NOW, THEREFORE, I, Pete Wilson, Chairman on behalf of the Chester County Council, do hereby proclaim that we honor Madeline “Kay” Feaster Miles for her extraordinary life, service, and contributions to her family, community, and church. Her legacy of love, compassion, and faith will forever be a guiding light for the Chester County Community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Chester County to be fixed this 3rd Day of February, in the Year of our Lord, Two Thousand, Twenty-Five.

Pete Wilson
Chairman, Chester County Council

Attest: _____
Kristie Donaldson
Clerk to County Council

**AUTHORIZING THE TRANSFER OF APPROXIMATELY 2.62 ACRES
OF REAL PROPERTY WITH IMPROVEMENTS, IF ANY, LOCATED
ON DAWSON DRIVE, CHESTER, SOUTH CAROLINA, WITH
COUNTY TMS #069-00-00-019-000; AND PROVIDING FOR OTHER
RELATED MATTERS.**

WHEREAS, the County Council ("Council") of Chester County, South Carolina ("County") finds:

- (a) the County previously acquired real property located on Dawson Drive, Chester, South Carolina, with a preliminary property description as provided on the attached Exhibit A ("Property");
- (b) South Carolina law, specifically South Carolina Code Annotated section 4-9-130, authorizes counties to sell, alienate, convey, and otherwise dispose of real property and personal property to third parties; and
- (c) the County desires to provide for conveyance of Property to Leroy Springs & Company, Inc. as provided in the Agreement for Exchange of Property, the substantially final form of which is attached as Exhibit B ("Agreement").

NOW, THEREFORE, by a majority vote of the Council members present, the County **ORDAINS** that the limited interest in the Property be conveyed;

BE IT FURTHER ORDAINED that the Chair of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge, and deliver the Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Agreement to be delivered to the purchaser. The Agreement is to be in substantially the form now before this meeting and hereby approved, with such minor changes therein as shall be approved by the officials of the County executing the same, upon advice of County Attorney, and as are not materially adverse to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form the Agreement now before this meeting; and

BE IT FURTHER ORDAINED that the County Administrator, and/or his designee (each, an "Authorized Official"), in consultation with the County Attorney, is authorized to prepare, or have prepared, the form of the transfer documents that are customarily used for similar transactions in this State; (c) authorizes the Authorized Official to provide information to the purchaser as is necessary and prudent to consummate the Property's transfer; and (d) authorizes the Authorized Official, the Chair of County Council, and in the Chair's absence, the Vice-Chair of County Council, and the Clerk to County Council, as appropriate, to execute, attest, and deliver those documents that may be reasonably necessary to consummate the Property's transfer (the execution of those documents by the County's representatives acting as conclusive evidence that the documents are approved by the County).

BE IT FURTHER ORDAINED that any ordinance, resolution, or order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

ENACTED BY the County Council on February 3, 2025, and effective immediately.

CHESTER COUNTY, SOUTH CAROLINA

BY: _____

PETE WILSON

CHAIRMAN, CHESTER COUNTY COUNCIL

[S E A L]

ATTEST:

KRISTIE DONALDSON

CLERK TO COUNTY COUNCIL

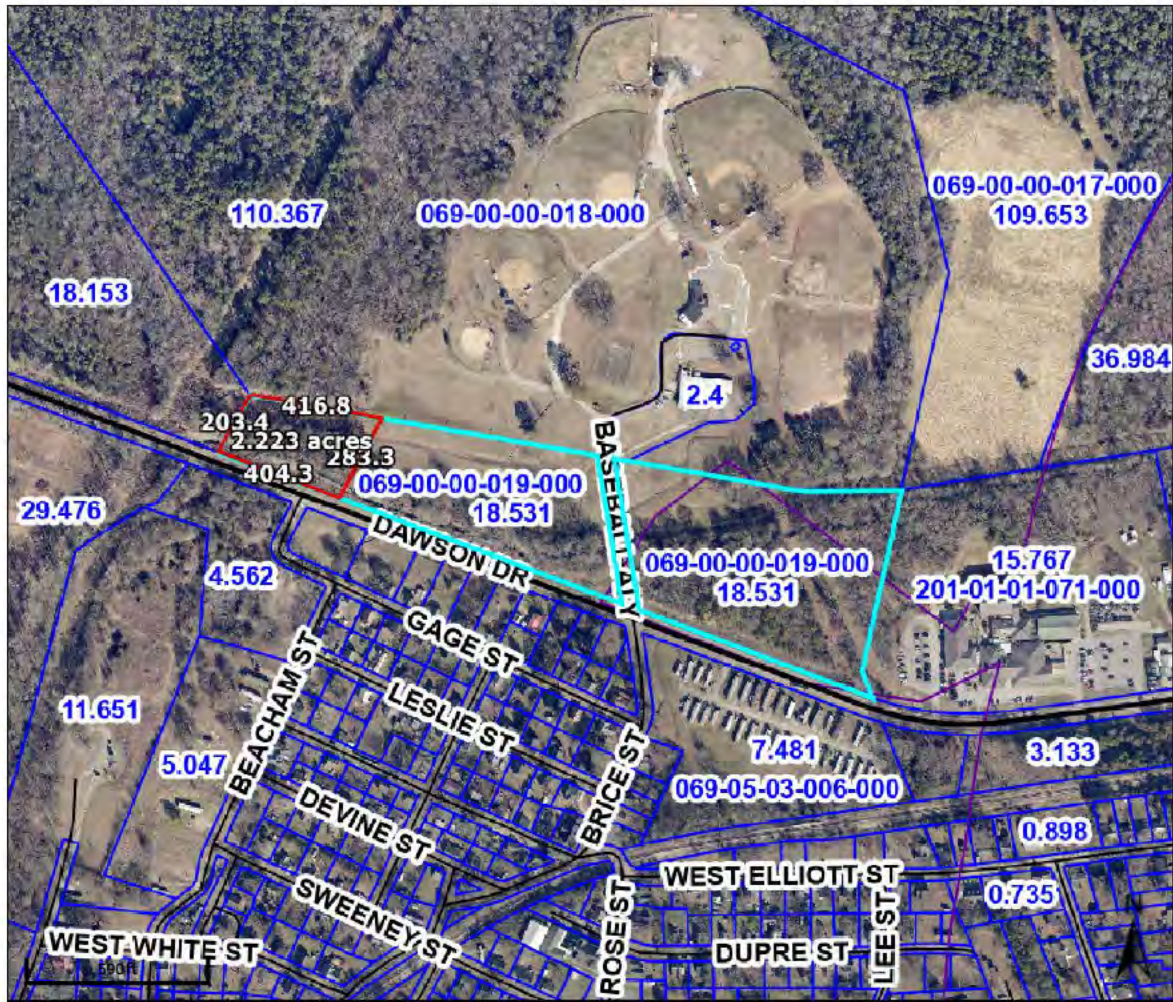
First Reading: November 18, 2024

Second Reading: December 2, 2024

Public Hearing: January 21, 2025

Third Reading: February 3, 2025

Exhibit A



Parcel ID 069-00-00-019-000

Sec/Twp/Rng n/a

Property Address

District 02

Brief Tax Description n/a

Alternate ID n/a

Class EX

Acreage 18.531

Owner Address CHESTER COUNTY

P.O. DRAWER 580 CHESTER SC 29706

(Note: Not to be used on legal documents)

Date created: 8/14/2024



Last Data Uploaded: 8/14/2024 2:35:30 AM Developed by

Exhibit B**AGREEMENT FOR
EXCHANGE OF PROPERTY**

THIS AGREEMENT FOR EXCHANGE OF PROPERTY (the “**Agreement**”) is made and entered into as of the latest date of execution set forth on the signature page hereto (the “**Effective Date**”), between **LEROY SPRINGS & COMPANY, INC.**, a South Carolina nonprofit corporation (“**LSC**”), with an address of c/o The Springs Company, 312 N. White Street, Fort Mill, SC 29715 (P.O. Box 1449; 29716), Attention: Alex Sullivan, and **CHESTER COUNTY**, a South Carolina political subdivision (the “**County**”), with an address of 1476 J.A. Cochran Bypass, Chester, SC 29706 (LSC and the County may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”; and, the Party receiving title to real property as set forth herein may be referred to as the “**Acquiring Party**” and the Party conveying title to real property may be referred to as the “**Conveying Party**”).

Statement of Purpose

LSC owns the LSC Ballfields Parcel (defined below). County owns the County Parcel (defined below). The Parties desire to simultaneously exchange their respective properties subject to the terms and conditions of this Agreement.

NOW, THEREFORE, subject to the terms and conditions of this Agreement, and in consideration of the premises, the respective agreements herein set forth and other valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Description of LSC Ballfields Parcel**. The real property owned by LSC which is the subject of this Agreement consists of an approximately 41.41 **acre** parcel containing several ball fields and related improvements, located in the northeastern quadrant of the intersection of U.S. Highway 321 (Lowry’s Highway) and Dawson Drive in Chester County, South Carolina, being part of **Tax Parcel No. 069-00-00-018-000**, as shown on **Exhibit A** and **Exhibit A-1** hereto (collectively, with all rights, privileges and easements appurtenant thereto, the “**LSC Ballfields Parcel**”, with the remainder of **Tax Parcel No. 069-00-00-018-000**, containing approximately **75 acres**, being referred to in this Agreement as the “**LSC Remainder Parcel**”).

2. **Description of County Parcel**. The real property owned by County and to be exchanged with LSC pursuant to this Agreement consists of an undeveloped parcel of land containing **2.62 acres**, more or less, located adjacent to the LSC Remainder Parcel with approximately 400’ of frontage on Dawson Drive in Chester County, South Carolina, being part of **Tax Parcel No. 069-00-00-019-000**, as shown on **Exhibit B** hereto (collectively, with all rights, privileges and easements appurtenant thereto, the “**County Parcel**”) (the County Parcel and the LSC Ballfields Parcel may be collectively referred to herein as the “**Property**”).

3. **Simultaneous Exchange**. The Parties acknowledge and agree that (a) the exchange of Property contemplated by this Agreement must occur simultaneously at Closing; (b) for purposes of this Agreement, and at or prior to Closing, the Parties will agree in writing on the agreed values of the LSC Ballfields Parcel and the County Parcel; (c) these values are for internal accounting purposes only and may not reflect the fair market value of each parcel; and (d) neither County nor LSC would enter into an agreement to convey its portion of the Property to the other without the other Party’s covenant to simultaneously convey its portion of the Property to the other pursuant to this Agreement.

4. Closing; Inspections. The closing of the transaction contemplated by this Agreement (“**Closing**”) shall occur within thirty (30) days of the adoption of a final, unappealable ordinance by Chester County Council approving exchange of the Property pursuant to this Agreement (the “**Ordinance**”) (which Ordinance is anticipated to be adopted in February, 2025), but no later than one hundred twenty (120) days after the Effective Date, at a time and location mutually satisfactory to the Parties. Prior to Closing, each Party, at its sole cost, shall have the right to conduct reasonable and customary inspections of the Property it is acquiring under this Agreement including, without limitation, a survey, title search and Phase I ESA (collectively, “**Inspections**”); provided, however, an Acquiring Party may not undertake invasive testing (i.e., soil borings, removal of trees or brush, Phase II ESA, etc.) on the Conveying Party’s portion of the Property without the Conveying Party’s prior written consent, which will not be unreasonably withheld.

Furthermore, at least thirty (30) days prior to Closing, County, at its sole cost and expense, shall obtain and deliver to LSC for review a preliminary draft of a Class A boundary survey, showing the following (the “**Survey**”):

(a) the subdivision of the LSC Ballfields Parcel and the County Parcel from their respective parent tracts;

(b) the 20’ access easement shown on the plat recorded June 4, 2014, in Plat Cabinet E, Slide 5, Page 4A, Office of the Clerk of Court for Chester County, SC (the “**Clerk’s Office**”), and being the “Access Drive” described in the Easement Agreement between LSC and Chester-Lancaster Disabilities & Special Needs Board, Inc. recorded August 25, 2014, in Book 1107, Page 148, in the Clerk’s Office (the “**LSC – CLDSNB Easement**”);

(c) a new access and utilities easement thirty feet (30’) in width burdening the LSC Ballfields Parcel for the benefit of the LSC Remainder Parcel, for (i) vehicular and pedestrian access to and from the LSC Remainder Parcel, Baseball Alley (aka Brice Street) and Dawson Drive and (ii) installation, construction, repair, replacement, maintenance, operation and use of utilities lines, equipment and fixtures (the “**New Easement**”); and

(d) any other matters mutually agreed upon by the Parties.

The Survey must be reasonably satisfactory to the Parties and shall be recorded at Closing.

5. Transfer of Title to the Property. At Closing, (a) LSC shall execute and deliver a limited warranty deed conveying marketable and insurable fee simple title to the LSC Ballfields Parcel to County (the “**Ballfields Deed**”), (b) County shall execute and deliver a limited warranty deed conveying marketable and insurable fee simple title to the County Parcel to LSC, and (c) each Party shall also execute and deliver any customary documents reasonably required by each Party or its respective counsel or title insurance company. Each limited warranty deed shall convey the applicable part of the Property free and clear of all liens, encumbrances, and claims, but subject to ad valorem taxes, rollback taxes, rights-of-way, easements and restrictive covenants of record and matters that would be revealed by a current survey of the applicable Property; provided, without limiting the foregoing, the Ballfields Deed will also include the following: (a) a restrictive covenant, running with the land and binding the County, its successors and assigns, limiting use of the LSC Ballfields Parcel to public recreational facilities, a public park, or other public use, with a right of reverter in favor of LSC and other customary enforcement rights; (b) reserved easements with respect to the LSC – CLDSNB Easement and the New Easement; and (c) a “together with” grant of LSC’s rights and obligations under the LSC – CLDSNB Easement, subject to LSC’s reserved rights set forth in the Ballfields Deed.

6. Closing Costs. Documentary stamp taxes (if applicable) and other closing costs shall be allocated between the Parties as is customary in commercial real estate closings in South Carolina, with each Conveying Party being considered the seller and each Acquiring Party being considered the buyer. The County shall pay the costs of the Survey. Ad valorem real estate taxes and assessments for the year in which Closing occurs, if any, shall be prorated between the Parties. Otherwise, each Party shall bear its own expenses in connection with this exchange.

7. Brokerage Commission. The Parties acknowledge and agree that no broker has been involved in the transaction contemplated hereby.

8. Conditions Precedent. The Parties' obligations to proceed to Closing under this Agreement are conditioned only upon (a) the Property being in substantially the same condition as existed on the Effective Date, (b) no material portion of the Property having been taken by condemnation, eminent domain or other governmental acquisition proceeding, and no such proceeding shall be contemplated or pending, (c) the representations and warranties set forth in Section 9 of this Agreement must be materially true and correct, (d) title to the Property must be marketable and insurable, subject only to the same matters of record or survey as existing on the Effective Date, (e) the Survey must be satisfactory to each Party and approved for recording at Closing; and (f) Chester County must have adopted the Ordinance (each, a "**Condition**"). If any Condition is not satisfied as of Closing, then any Party may terminate this Agreement by delivering written notice to the other Parties, in which event the Parties shall have no further rights or obligations hereunder.

9. Mutual Representations and Warranties. Each Conveying Party makes the following representations and warranties with respect to its Property:

(a) Conveying Party owns an undivided 100% marketable and insurable fee simple title to its Property, free and clear of all liens, claims and encumbrances, subject only to the lien of ad valorem taxes, utilities easements, and other non-lien matters of record.

(b) Neither Conveying Party nor its Property is subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending or outstanding, or, threatened or likely to be made or instituted.

(c) Conveying Party has no knowledge of, and has not received, with respect to its Property, any notice from any governmental agency, property owners association, adjacent landowners or any other party of, (i) any violation of restrictive covenants, zoning ordinances, subdivision ordinances, watershed regulations, or other governmental laws, regulations or orders, including, without limitation, any laws relating to hazardous substances; (ii) pending or threatened condemnation proceedings; (iii) any proceedings that could or would cause the change, redefinition or other modification of the zoning classification, or of other legal requirements applicable to the Property or any part thereof; or (iv) any violation of any federal, state, local or administrative order or requirement relating to environmental conditions or hazardous materials (as defined below), or the presence of any hazardous substance or hazardous material affecting any part of its Property.

(d) No other individual or entity has any right or option to acquire, lease or possess its Property, or any part thereof, except for Acquiring Party pursuant to this Agreement (and, with respect to the LSC Ballfields Parcel, the County pursuant to the Lease Agreement with LSC dated as of January 1, 2015, as amended, which shall be modified as of Closing to remove the 34.941 acre premises (i.e., the LSC Ballfields Parcel) from the description of the Leased Premises).

(e) From the Effective Date through Closing, Conveying Party (i) shall maintain its Property in good condition, (ii) shall not commit or permit waste upon its Property, (iii) shall not modify, remove or permit the removal of anything from its Property, including, but not limited to, trees, buildings, fixtures or improvements, without Acquiring Party's prior written consent, and (iv) shall not grant any other individual or entity any interest in its Property or execute any agreements or contracts affecting its Property that would be binding on the Acquiring Party after Closing, without the Acquiring Party's prior written consent, which will not be unreasonably withheld or conditioned.

Each Party acknowledges that it has an opportunity to inspect the Property prior to Closing, and that except as expressly set forth above, the Parties make no representations or warranties with respect to any part of the Property. Furthermore, County acknowledges that it has leased the LSC Property for approximately 10 years prior to the Effective Date, and is therefore familiar with the condition of the LSC Ballfields Parcel. At Closing, LSC and County shall each be deemed to have accepted the applicable part of the Property "AS-IS" in its existing condition, except as expressly set forth above in this Section.

Each Party's covenants and representations under this Agreement will survive Closing (and any earlier termination or expiration of this Agreement) for one year.

10. Defaults; Remedies.

(a) If a Party defaults (the "Defaulting Party") under this Agreement and the Defaulting Party does not cure such default within ten (10) days after the non-defaulting Party's ("Non-Defaulting Party") delivery of written notice to the Defaulting Party, the Non-Defaulting Party shall be entitled to all rights and remedies available at law or in equity, including but not limited to the right to sue for specific performance, but damages shall be limited only to costs incurred not to exceed \$10,000.00 for each Party.

(b) The prevailing Party in a lawsuit shall have the right to collect its reasonable attorneys' fees and court costs incurred in enforcing or interpreting this Agreement.

11. Miscellaneous.

(a) Survival of Provisions. All the terms, conditions, representations, warranties, and agreements contained herein shall, as applicable, survive Closing for one (1) year.

(b) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

(c) Entire Agreement; Counterparts. This Agreement contains the entire understanding and agreement by and between the Parties, and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Agreement shall be effective unless the same is in writing and signed by the Parties. This Agreement may be executed in one or more counterparts, each of which will be considered to be an original. All those counterparts together will constitute the same instrument, which may be sufficiently evidenced by one counterpart.

(d) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns. The Parties shall not assign their rights or obligations under this Agreement without the prior written consent of all Parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, sealed and delivered as of the Effective Date.

LEROY SPRINGS & COMPANY, INC.,
a South Carolina corporation

[SEAL]

By: _____

Name: _____

Title: _____

Date: _____, 2025

CHESTER COUNTY,
a South Carolina political subdivision

[SEAL]

By: _____

Name: _____

Title: _____

Date: _____, 2025

EXHIBIT A

[LSC Ballfields Parcel]



(The LSC Ballfields Parcel is the parcel shown in red, less the 2.4 acre Chester – Lancaster Disabilities & Special Needs Board parcel. The LSC Ballfields Parcel is also shown as 34.941 acres on the survey entitled “Plat of Survey for Leroy Springs & Company, Inc. Located Off Dawson Drive” dated September 5, 2014, prepared by Hipp Land Surveying, Inc., a copy of which is attached hereto as **Exhibit A-1.**)

EXHIBIT B

[County Parcel]

 **qPublic.net**TM Chester County, SC



(The County Parcel is the 2.223 acre parcel shown in red.)



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: 11/19/24 Case # CCMA24-15 Invoice # 8806

The applicant hereby requests that the property described to be rezoned from RS-1 to Limited Commercial (LC)

Please give your reason for this rezoning request:

will be building small office complex

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: 524210

Property Address Information

Property address: 641 Lancaster Highway, Chester SC 29706
Tax Map Number: 079-04-02-09B-000 Acres: 20

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

PLEASE PRINT:

Applicant (s): James Christopher Gaddy and Karen P. Gaddy
Address: [REDACTED]
Telephone: [REDACTED] cell [REDACTED] work [REDACTED]
E-Mail Address: Chris @ Chris Gaddy . net

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

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

Owner's signature: [Signature] Date: 10/15/24
Applicant signature: [Signature] Date: 10/15/24

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

Chapter 4 DISTRICT REGULATIONS

§ 4-115 LC - Limited Commercial District Uses.

LC - <u>PERMITTED USES</u> (continued)	NAICS CODE	NAICS DESCRIPTION	PARKING SPACES REQUIRED
4. Information Services, publishing, motion picture theater (except drive-in), broadcasting and telecommunications (except towers - see conditional uses)	511 512131 513 514	Newspaper & software; Theater (except drive-in); Broadcasting, program distribution, & telecommunications (except towers); Information & data processing services.	Theater: 1 for each 4 seats. All other: 1 per 200 square feet of gross office or sales area
5. Finance and insurance, banks, credit unions, security brokers, insurance agencies	52	Finance and insurance	1 per 200 square feet of gross office or sales area
6. Real estate, and rental and leasing services; mini-warehouses (except open storage); auto and consumer goods rental and leasing services	53	Real estate; mini-warehouses (except open storage); Rental & leasing services	1 per 200 square feet of gross office or sales area
7. Professional and technical services, art, legal, accounting, architectural, engineering (except listed scientific research and development services and off-premises advertising)	54	Professional, scientific & technical services (except 541690 - other scientific and technical consulting services; 5417 - scientific research and development services; 541710 - research and development services; and 54185 display advertising)	1 per 200 square feet of gross office area

Insurance Agencies

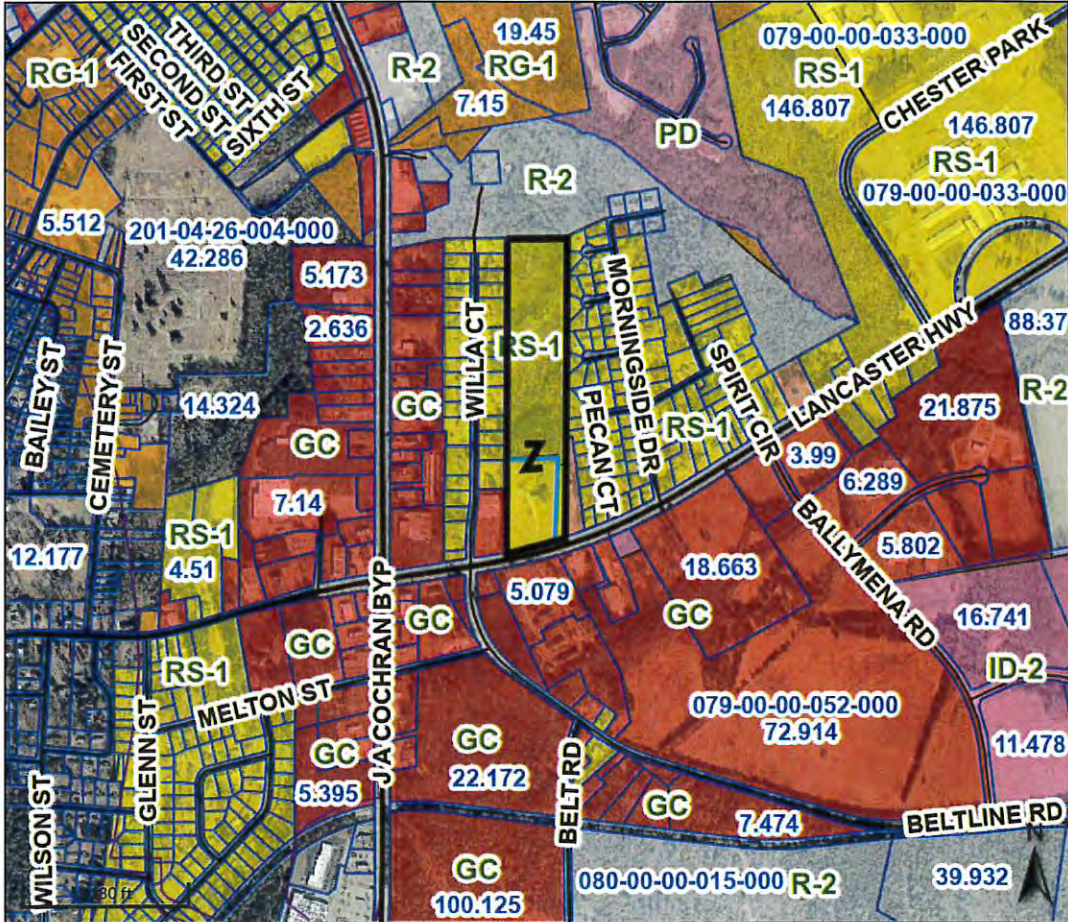


SIC Code/Keyword Search



SEARCH RESULTS

NAICS	NAICS Title	Common Keywords	SIC Crosswalk
524210 	Insurance Agencies and Brokerages 	Insurance agencies 	View SIC
561440 	Collection Agencies 	Adjustment agencies (except insurance) 	View SIC
561311 	Employment Placement Agencies 	Employment agencies, radio or television 	View SIC
561510 	Travel Agencies 	Travel agencies 	View SIC
541830 	Media Buying Agencies 	Media buying agencies 	View SIC
541810 	Advertising Agencies 	Digital advertising agencies 	View SIC
541820 	Public Relations Agencies 	Public relations agencies 	View SIC
524126 	Direct Property and Casualty Insurance Carriers 	Fidelity insurance carriers, direct 	View SIC
524114 	Direct Health and Medical Insurance Carriers 	Medical insurance carriers, direct 	View SIC
524128 	Other Direct Insurance (except Life, Health, and Medical) Carriers 	Burial insurance carriers, direct 	View SIC



Overview



Parcel ID 079-04-02-098-000
 Sec/Twp/Rng n/a
 Property Address 641 LANCASTER HWY

Alternate ID n/a
 Class R
 Acreage n/a

Owner Address HINSON KEITH L
 HINSON BRANDI
 641 LANCASTER HWY
 CHESTER SC 29706

District 02
 Brief Tax Description n/a

(Note: Not to be used on legal documents)

Date created: 10/18/2024
 Last Data Uploaded: 10/18/2024 2:40:25 AM

Developed by  **SCHNEIDER**
 GEOSPATIAL

Current Year (2024) Changes



Search Options

Map Number

079-04-02-098-000

Real

00048374

History Year

Name 1

HINSON KEITH L

Other Map Number



Alerts

Has Additional Comments
Next Year Record Exists

Owner Information

Post Initials

CW

Reason for Change

Activity Date

04/03/2024

Name 2

HINSON BRANDI

Land Value

39,800

Address 1

641 LANCASTER HWY

Building Value

84,600

Address 2

CHESTER SC

Total Market Value

124,400

Zip Code

29706

Total Tax Value

124,400

Codes

District

02

Fire Code

CS

CITY SUB

Town

Neighborhood

RS1

SINGLE FAMILY RES

Subdivision

Use Class

Description

Legal

Location

Street Number

641

Street Name

LANCASTER HIGHWAY

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

Base

Agricultural Use

Reappraisal Notice

MCIP

Industrial Park ID

Rollback

Exempt

Scroll by: MAP#

Next Year (2025) Changes

Search Options

Map Number

079-04-02-098-000

Real

00048374

History Year

Name 1

GADDY JAMES CHRISTOPHER-SURV

Other Map Number



Find

Alerts

**Has Additional Comments
Current Year Record Exists**

Owner Information

Post Initials

KB

Reason for Change

Name 2

GADDY KATHLEEN P-SURVIVORSHIP

Address 1

641 LANCASTER HWY

Address 2

CHESTER SC

Zip Code

29706

Activity Date

10/18/2024

Land Value

39,800

Building Value

84,600

Total Market Value

124,400

Total Tax Value

124,400

Codes

District

02

Fire Code

CS

CITY SUB

Town

Subdivision

Description

Legal

Neighborhood

RS1

SINGLE FAMILY RES

Use Class

Location

Street Number

641

Street Name

LANCASTER HIGHWAY

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

Base

Agricultural Use

Reappraisal Notice

MCIP

Industrial Park ID

Rollback

Exempt

Scroll by: MAP#

FARM APPRAISAL CARD				CARD	OF	CARDS		
TAX MAP: 079-04-02-088-000		TRANSFERRED FROM	OLD BOOK	OLD PAGE	PLAT BOOK	PLAT PAGE	DATE OF SAL	SALE PRICE
JAMES CHRISTOPHER GADDOY SURV KATHLEEN P GADDOY SURVIVORSHIP 641 LANCASTER HWY CHESTER SC 29706		ELIZABETH B WOODIE	1037	96	C8 D	874PWA	052011	\$125,000
		BOBBIE R HIGHTOWER-ETAL	1059	285	C8 E	854P6B	051819	\$5,000.00 AM
		KEITH L HINSON ETAL	1080	277	C8 E	810P7A	100324	\$388,000
PROPERTY LOCATION								
Physical Address								
District								
Zoning	RS-1							
LAND								
Legal Area	15.14AC+6.00AC=21.14AC							
Number of Acres	19.14AC	PROPERTY DESCRIPTION						
Per Acre Value	5,000	FIRE CODE: C8						
ESTIMATED MARKET VALUE								
Year	Land value	Improvement value	Total					
REMARKS								
COMBINED 079-04-02-003-000 WITH THIS PARCEL ON 10/03/24 FOR 2025 SOLD TRACT C=0.727AC TO 079-04-02-003-000 FOR 2020 WAS PART OF 079-04-02-003								

RESIDENTIAL APPRAISAL CARD

CARD OF CARDS

TAX MAP 079-04-02-098-000				TRANSFERRED FROM		DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	DATE OF SALE	SALES PRICE
JAMES CHRISTOPHER GADDY-SURV KATHLEEN P GADDY-SURVIVORSHIP 641 LANCASTER HWY CHESTER SC 29706				ELIZABETH B WOODLE		1037	86	CB D	S174P4A	06/20/11	\$125,000
				BOBBIE R HIGHTOWER-ETAL		1269	285	CB E	S54P5B	03/18/19	\$5 QUIT CLAIM
				KEITH L HINSON-ETAL		1480	277	CB E	S150P7A	10/03/24	\$388,000
PROPERTY LOCATION											
Physical Address											
District	02										
Zoning	RS1										
LAND											
Legal Area	20.14AC										
Number of Acres		1AC		PROPERTY DESCRIPTION							
Per Acre Value				FIRE CODE: CS							
ESTIMATED MARKET VALUE											
Year	Land Value	Improvement Value	Total								
2025	15,000	84,600	99,600								
REMARKS		COMBINED 079-04-02-003-000 WITH THIS PARCEL ON 10/03/24 FOR 2025 SOLD TRACT C=0.727AC TO 079-04-02-003-000 FOR 2020 WAS PART OF 079-04-02-003									

RESIDENTIAL APPRAISAL CARD

SOUTH CAROLINA
COUNTY Chester

CARD _____ OF _____ CARDS

TAX MAP 70 4-7-98

079-04-02-098-000
GADDY JAMES CHRISTOPHER-SURV
GADDY KATHLEEN P-SURVIVORSHIP
641 LANCASTER HWY
CHESTER SC 29706

DISTRICT	DATE OF APPRAISAL				APPRAISER		
2							
TRANSFERRED FROM	Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE
Elizabeth B. Woodle	1037	86	5ac	caB D	5-174 P 49	6-20-11	\$125,000
Bobbie K Hightower-Etal	1269	285	0.729	caB E	5-24 P 28	3-18-19	\$5800 + Claim
Keith L Hightower-Etal	1480	277	5ac	caB E	5-18 P 19A	10-3-24	\$388,000

PROPERTY LOCATION		GENERAL DATA	COST DATA	MOBILE HOME	INCOME APPROACH
St., Rt. & No.		Yr. Built	Land	Make	Monthly Rental
City		Economic Life	Imp.	Model	
Use		Condition	L. H.	Yr. Built	G. M. M.
Subdivision		Quality	Total	Condition	
Legal Description		Annual Rent	Stamps	Size	Indicated Value
		Bldg. Permit	Old Map Ref.		
		Mort.	File No.		

STANDARD CLASSIFICATION		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				

2012 LAND				LOT SIZE	FRONT	DEPTH	REAR	OTHER
Number of Acres		110+		Remarks & Description				
Per Acre Value		Number of Front Ft.						
Value for Acres		Per Lot Value						
Returned Area		Per Front Ft. Value						
Legal Area 4,251 ac + 0.729 =		Value for Lots						
Planimetered Area 4.99		Value for Fr. Ft.						
Total Land Value								
ESTIMATED MARKET VALUE				Shuttle SOLD 0.72 ac to 79-4-2-3 for 2020 was part of 79-4-2-3				
	Land Acres or Lots	Improvement	Total					
Number	110+	2						
Cost Approach								
Market Approach	39,800	67,800	107,600					
Income Approach								
Correlated Value								
Assessed %								
Reviewed by		Date						

2012
Said 0.729 ac to 79-4-2-3 for 2020
was part of 79-4-2-3

Prepared by: Gaston, Marion & Stubbs,
Hunter & Swancy, P.A.
Attorneys at Law
124 Gadsden Street
P. O. Box 608
Chester, SC 29706

Filed in CHESTER COUNTY
Sue K. Carpenter, CLERK OF COURT
10/03/2024 At 11:19:56 AM
2024 - 131963 DEED
DB Vol:1480 Page:281
Total 15.00 STax 780.00 CTax 330.00



State of South Carolina)

County of Chester)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that We, **Bobbie R. Hightower and Harold A. Hightower**, (hereinafter called "Grantor"), in consideration of **ONE AND NO/100 (\$1.00) Dollar**, and other valuable consideration (Affidavit filed) to the Grantor in hand paid at and before the sealing of these presents, by ourselves, **James Christopher Gaddy and Kathleen P. Gaddy** (hereinafter called Grantees), in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

James Christopher Gaddy and Kathleen P. Gaddy, as joint tenants with right of survivorship and not as tenants in common, the following described property, to-wit:

All those certain pieces, parcels or lots of land with dwelling house and any and all other improvements thereon, lying and being situate on the northern side of SC Highway 9, known as Lancaster Road, in Chester Township, Chester County, South Carolina containing as a whole 15.140 acres, more or less, and being shown as Tract "B" on a plat of the property of James Christopher Gaddy, by Hipp Land Surveying, Inc., William V. Hipp, P.L.S. dated September 24, 2024, which plat is recorded in in Plat Cabinet "E" Slide 150 Page 7A and having such courses and distances, metes and bounds as are shown on the said plat, which plat is incorporated herein by reference; and (1) being a portion of the property conveyed to Bobbie R. Hightower and Harold A. Hightower by the following deeds: (1) deed of Keith L. Hinson and Brandi Hinson dated December 3, 2013, recorded December 6, 2013 in Deed Book 1091 at Page 205 and (2) deed of Keith L. Hinson and Brandi Hinson dated November 2, 2018, recorded March 18, 2019, in Deed Book 1269 at Page 282, which was re-recorded April 11, 2019 in Deed Book 1272 at Page 185.

TMS: 079-04-02-003-000

All recording references being to the office of the Clerk of Court for Chester County, S. C.
This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 1189 Deer Run Road, Chester, SC 29706

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

COUNTY OF Chester

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at 15.140 acres, Lancaster Highway, Chester, SC, bearing Chester County Tax Map Number 079-04-02-003-000, was transferred by Bobbie R. Hightower and Harold A. Hightower to James Christopher Gaddy and Kathleen P. Gaddy on October 3, 2024.
3. Check one of the following: The deed is
 - (a) X Subject to the deed recording fee as a transfer for consideration paid, or to be paid, in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
- (a) X The fee is computed on the consideration paid, or to be paid, in money or money's worth in the amount of \$300,000.00
- (b) The fee is computed on the fair market value of the realty that is _____
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

(a) Place the amount listed in Item 4 above here:	\$300,000.00
(b) Place the amount listed in item 5 above here:	0.00
(If no amount is listed, place zero here.)	0.00
(c) Subtract Line 6(b) from Line 6(a) and place result here:	\$300,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \$1,110.00

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor

Prepared by: Gaston, Marion & Stubbs,
Hunter & Swancy, P.A.
Attorneys at Law
124 Gadsden Street
P. O. Box 608
Chester, SC 29706

Filed in CHESTER COUNTY
Sue K. Carpenter, CLERK OF COURT
10/03/2024 At 11:15:11 AM
2024 - 131961 DEED
DB Vol:1480 Page:277
Total 15.00 STax 1008.80 CTax 426.80



State of South Carolina)

County of Chester)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that We, **Keith L. Hinson and Brandi Hinson**, (hereinafter called "Grantor"), in consideration of **ONE AND NO/100 (\$1.00) Dollar**, and other valuable consideration (Affidavit filed) to the Grantor in hand paid at and before the sealing of these presents, by ourselves, **James Christopher Gaddy and Kathleen P. Gaddy** (hereinafter called Grantees), in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

James Christopher Gaddy and Kathleen P. Gaddy, as joint tenants with right of survivorship and not as tenants in common, the following described property, to-wit:

All those certain pieces, parcels or lots of land with dwelling house and any and all other improvements thereon, lying and being situate on the northern side of SC Highway 9, known as Lancaster Road, in Chester Township, Chester County, South Carolina containing as a whole 5 acres, more or less, and being shown as Tract "A" on a plat of the property of James Christopher Gaddy by Hipp Land Surveying, Inc., William V. Hipp, P.L.S. dated September 24, 2024 in Plat Cabinet "E" Slide 150 Page 7A, and having such courses and distances, metes and bounds as are shown on the said plat, which plat is incorporated herein by reference; and being a portion of the property conveyed to Keith L. Hinson and Brandi Hinson by deed of Lowell M. Ashe as Personal Representative of the Estate of Elizabeth B. Woodle by deed dated June 20, 2011, recorded June 23, 2011 in Deed Book 1037 at Page 86 and (2) Deed of Bobbie R. Hightower and Harold A. Hightower dated July 23, 2018, recorded March 18, 2019, in Deed Book 1269 at Page 285.

Address of Property: 641 Lancaster Highway, Chester, SC 29706

TMS: 079-04-02-098-000

All recording references being to the office of the Clerk of Court for Chester County, S. C.
This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 1189 Deer Run Road, Chester, SC 29706

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

Page 1 of 2

CHESTER COUNTY ASSESSOR
DATE 10-15-2024
TAX MAP NO. 19-4-2-98

SA/KLM
NOTARIAL PUBLIC
COMMISSION EXPIRES 12/31/2025

STATE OF SOUTH CAROLINA

COUNTY OF Chester

AFFIDAVIT OF CONSIDERATION

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at 641 Lancaster Hwy, Chester, SC, bearing Chester County Tax Map Number 079-04-02-098-000, was transferred by Keith L. Hinson and Brandi Hinson to James Christopher Gaddy and Kathleen P. Gaddy on October 3, 2024.
3. Check one of the following: The deed is
 - (a) ☒ Subject to the deed recording fee as a transfer for consideration paid, or to be paid, in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) ☒ The fee is computed on the consideration paid, or to be paid, in money or money's worth in the amount of \$388,000.00
 - (b) ☐ The fee is computed on the fair market value of the realty that is
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is
5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	\$388,000.00
(b) Place the amount listed in item 5 above here:	0.00
(If no amount is listed, place zero here.)	0.00
(c) Subtract Line 6(b) from Line 6(a) and place result here:	\$388,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \$1,435.60

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor



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

Issued to:

JAMES GADDY

1189 DEER RUN RD
CHESTER, SC 29706

Receipt No. 8806

Date 10/18/2024
Cashier ichappell

Payment Items

Map Amendment Rezoning Application Fee

\$300.00

\$300.00

Form of Payment

Check	6310	\$300.00
		\$300.00

Thank you for your payment.

Cable S/SOP 7A

Filed in CHESTER COUNTY
Sue K. Carpenter, CLERK OF COURT
10/03/2024 At 11:15:11 AM
2024 - 131962 PLAT
CBE Vol:150 Page:7A
Total: 25.00 \$Tax 0.00 CTax 0.00

[illegible]

TIE LINE				
L-24	S	89-01-44	E	49.03'
L-25	N	02-31-16	E	167.67'
L-26	S	87-17-49	E	63.00'
L-27	S	02-19-18	W	61.00'

C-1 A=370.06'
R=3779.94'
C=369.91'
S 78-16-24 W

C-2 A=66.04'
R=3779.94'
C=66.0'
S 74-58-07 W

The subdivision plat shown herein has been found to comply with the Chester County Subdivision Regulations and has been APPROVED FOR RECORDING in the office of the Clerk of Court of Chester County, South Carolina.

[Signature]
Chester County

10-2-0

NOTE;THE INTENT OF THIS PLAT IS
TO COMBINE T.M.#079-04-02-003 & 098

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

HIPP LAND SURVEYING, INC.
3574 VICTORIAN HILLS DRIVE
RICHBURG, S.C. 29729
PHONE (803) 789 3716

THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY PERFORMED UNDER THE SUPERVISION OF WILLIAM V. HIPPE AND WAS COMPLETED ON THE DATE SHOWN ABOVE. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED UNDER THE CODE OF LAWS OF SOUTH CAROLINA, TITLE 40, CHAPTER 21, AND IS OF CLASS - A - STANDARD. THE AREA (IF SHOWN) WAS DETERMINED USING THE D.M.D. METHOD. BEARINGS WERE RECKONED AS SHOWN. ENCROACHMENTS ARE AS SHOWN, UNLESS NOTED STRUCTURES ARE NOT WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO FEMA MAPS.

WILLIAM V. HIPPE, P.L.S. 17567



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: 12-17-24 Case # CCMA24-16 Invoice # 8877

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

Please give your reason for this rezoning request:

Family property that I'm zoning so I can Remodel & sell.

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: 590 Beltline Rd, Chester, SC 29706
Tax Map Number: 079-05-10-005-000 Acres: 2.41-

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

PLEASE PRINT:

Applicant(s): ANTHONY CALDWELL
Address: _____
Telephone: _____ cell _____ work _____
E-Mail Address: _____

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

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

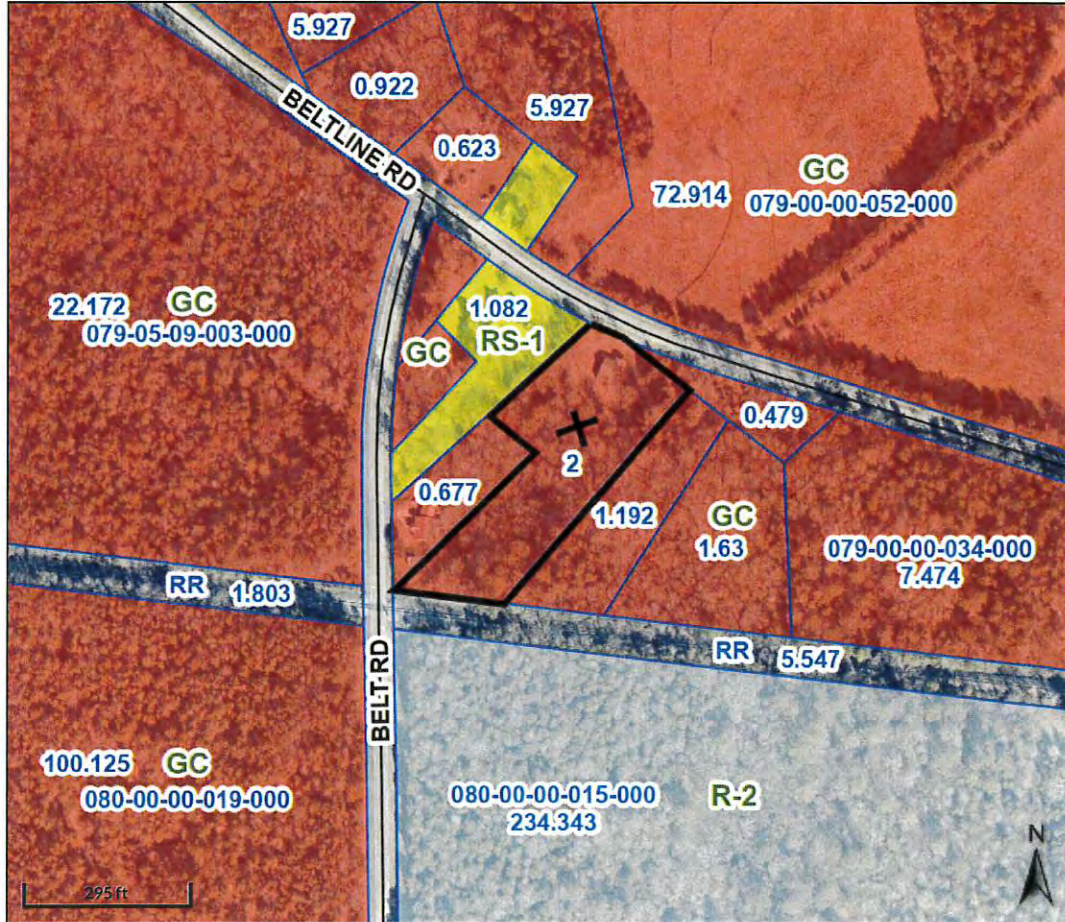
Owner's signature: Anthony Caldwell Date: 11-7-2024

Applicant signature: Anthony Caldwell Date: 11-7-2024

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



Chester County, SC



Overview



Parcel ID	079-05-10-005-000	Alternate ID	n/a	Owner Address	CALDWELL ANTWON D
Sec/Twp/Rng	n/a	Class	RN		786 OLD YORK RD
Property Address	590 BELTLINE RD	Acreage	n/a		CHESTER SC 29706
District	02				
Brief Tax Description	LOT 4 & 5				
	(Note: Not to be used on legal documents)				

Date created: 11/21/2024
Last Data Uploaded: 11/21/2024 2:13:30 AM

Developed by  SCHNEIDER
GEOSPATIAL

Current Year (2024) Changes



Search Options

[Map Number](#) 079-05-10-005-000 Real 00518893 History Year
[Name 1](#) CALDWELL ANTWON D [Other Map Number](#)

Alerts

Next Year Record Exists

Owner Information

[Post Initials](#) HD Reason for Change Activity Date 07/29/2024
Name 2 Land Value 11,500
Address 1 786 OLD YORK RD Building Value 8,400
Address 2 CHESTER SC Total Market Value 19,900
Zip Code 29706 Total Tax Value 19,900

Codes

District 02 Fire Code CS CITY SUB
Town Neighborhood GC GENERAL COMMERCIAL
Subdivision Use Class
Description LOT 4 & 5
Legal
[Location](#) Street Number 590 Street Name BELTLINE RD Suffix Direction

Additional Information

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

Scroll by: MAP#

Next Year (2025) Changes



Search Options

Map Number Real History Year
Name 1 Other Map Number

Alerts

Current Year Record Exists

Owner Information

Post Initials Reason for Change Activity Date
Name 2
Address 1
Address 2
Zip Code
Land Value
Building Value
Total Market Value
Total Tax Value

Codes

District Fire Code CITY SUB
Town Neighborhood GENERAL COMMERCIAL
Subdivision Use Class
Description
Legal

Location Street Number Street Name Suffix Direction

Additional Information

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

Scroll by: MAP#

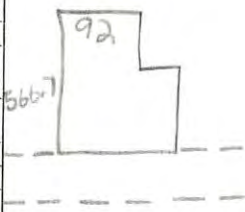
RESIDENTIAL APPRAISAL CARD

SOUTH CAROLINA

CARD _____ OF _____ CARDS

COUNTY _____

TAX MAP	DISTRICT	DATE OF APPRAISAL				APPRAISER			
079-05-10-005 079-05-10-005-000 CALDWELL ANTWON D	2								
786 OLD YORK RD CHESTER	SC 29706								
TRANSFERRED FROM		Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE	
Bernice P. Blair (int)		532	650	2 lots	E	40	10/25/85	\$1 LTA	
Janie S. Peterson - Dist. 4/15/93		637	163	2 lots	E	40	4/14/93	91ES1200119	
Hattie Gray - ETAL ^{TAX} sale		1370	262	1 lot	E	40	1-24-22	#1,127	

PROPERTY LOCATION		GENERAL DATA		COST DATA		MOBILE HOME		INCOME APPROACH	
St., Rt. & No.	3rd Line Pk.	Yr. Built		Land		Make		Monthly Rental	
City		Economic Life		Imp.		Model		G. M. M.	
Use		Condition		L. H.		Yr. Built		Indicated Value	
Subdivision		Quality		Total		Condition			
Legal Description		Annual Rent		Stamps		Size			
		Bldg. Permit		Old Map Ref.					
		Mort.		File No.					
STANDARD CLASSIFICATION		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		2017 Review		LOT SIZE	FRONT	DEPTH	REAR	OTHER	
Number of Acres	1 Lot	Number of Lots	13,300	Remarks & Description Lot 4+5 Met. as Janie Peterson 1 of 2 lots 					
Per Acre Value		Number of Front Ft.							
Value for Acres		Per Lot Value							
Returned Area	1 Lot of 2 Lots	Per Front Ft. Value							
Legal Area	✓	Value for Lots							
Planimetered Area	1.7	Value for Fr. Ft.							
ESTIMATED MARKET VALUE									
	Land Acres or Lots	Improvement	Total						
Number	1 Lot								
Cost Approach	11,500	19,000	30,500						
Market Approach									
Income Approach	11,500	6,700	18,200						
Correlated Value									
Assessed %	93	-8500	17300						
Reviewed by		Date							
				Zoning GC					



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

Issued to:

Antwon Caldwell

786 Old York Road
Chester, SC 29706

Receipt No. 8877

Date 11/07/2024
Cashier ichappell

Payment Items

Map Amendment Rezoning Parcel

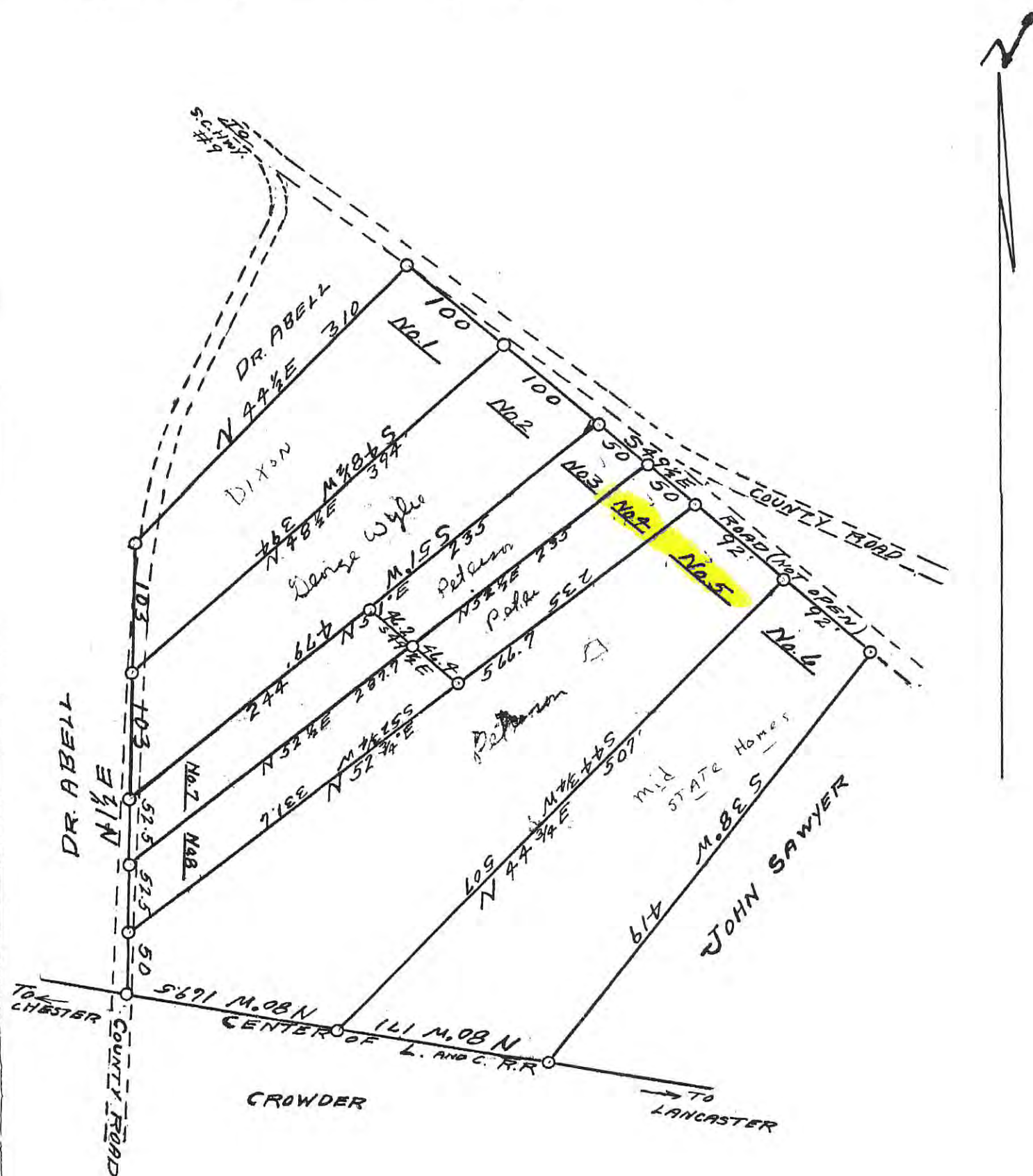
\$150.00

\$150.00

Form of Payment

Credit Card \$150.00
\$150.00

Thank you for your payment.



PLAT OF
PROPERTY BELONGING
TO
ESTATE OF JOHN FRAZER
CHESTER COUNTY, S.C.
FEB. 8, 1946.

SCALE 1"=100.
L.H. MELTON.

Recorded Friday, February 15, 1946

CHESTER COUNTY ORDINANCE NO. 2025-1

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$250,000 FIRE PROTECTION DISTRICT IMPROVEMENT REVENUE BONDS OF CHESTER COUNTY, SOUTH CAROLINA, FOR THE PURPOSE OF DEFRAYING THE COST OF IMPROVEMENTS TO THE RICHBURG FIRE PROTECTION DISTRICT; PRESCRIBING THE FORM AND DETAILS OF THE BOND; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND FROM THE REVENUES DERIVED FROM THE OPERATION OF THE SYSTEM; PROVIDING FOR THE ACCEPTANCE AND ADMINISTRATION OF GRANTS AND DONATIONS; CREATING AND ESTABLISHING CERTAIN FUNDS AND ACCOUNTS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND OTHER RELATED MATTERS.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, **BE IT ENACTED BY CHESTER COUNTY COUNCIL:**

SECTION 1. *Findings.* The County Council (“Council”) of Chester County, South Carolina (“County”), finds:

(a) The County is a body corporate and politic and subdivision of the State of South Carolina, and as such possesses all powers and duties under the Constitution and laws of the State. The County has heretofore adopted the Council-Administrator form of government provided for in Chapter 9 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

(b) In the exercise of the powers vested in it by the Constitution and laws of the State of South Carolina, and in conformity with the provisions thereof, by Chester County Code of Ordinances No. 2-732, *et seq.* (“Fire District Ordinance”), the County has heretofore formed the Richburg Fire Protection District (“District”) pursuant to South Carolina Code Annotated section 4-19-10, *et seq.*, and acquired by construction or purchase a fire protection system to serve the District (“System”).

(c) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that a county may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license.

(d) Pursuant to the provisions of Chapter 21, Title 6, Code of Laws of South Carolina, 1976, as amended (“Act”), the County may issue revenue bonds to defray the cost of improving, enlarging or expanding the System.

(e) The County, for the benefit of the District, proposes the acquisition, construction, and installation of real property improvements, a fire service vehicle, and related equipment to provide for additional levels of fire service throughout the District, for residential, commercial and fire suppression uses, and to pay costs of issuance associated with the financing (collectively, “Project”).

(f) The total estimated cost of the Project plus costs of issuance do not exceed \$250,000, to be financed from the proceeds of not to exceed \$250,000 revenue bonds, in one or more series, and private donations or grant funds as may be available.

(g) Pursuant to South Carolina Code Annotated section 4-19-10, *et seq.*, and the Fire District Ordinance, the County intends to impose, fix, and revise from time to time a new rate for services furnished by the District

that will be sufficient to provide for the payment of the principal of and interest on all Bonds as and when the same become due and payable and for other matters as described below.

SECTION 2. *Authorization and Details of Bonds and the Projects.* Pursuant to the Constitution and laws of the State of South Carolina, the County is authorized to issue not exceeding \$250,000 in revenue bonds of the County to be designated “Chester County, South Carolina, Fire Protection Improvement Revenue Bond” (“Bonds,” each “Bond”) for the purposes set forth in Section 1(e). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered; dated the date of their delivery or such other date as may be selected by the County Administrator; may be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year, unless issued in certificated form in which the Bonds may be in any denomination; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the County Administrator; and shall mature as determined by the County Administrator.

SECTION 3. *Delegation of Certain Details of the Bond to the County Administrator.* The Council hereby delegates to the County Administrator the authority (a) to determine the aggregate principal amount of the Bond; (b) to sell the Bond in one or more separate series and, in anticipation of the issuance of the Bond authorized hereunder, to sell one or more series of bond anticipation notes (“BANs”); (c) to determine the date of issue of the Bond or BANs; (d) to determine the principal and interest payment dates of the Bond and the principal amounts maturing on such dates; (e) to set the redemption provisions, if any, for the Bond or BANs; (f) to determine whether to use bond insurance with respect to the Bond and, if so, to make appropriate arrangements therefor; (g) to determine whether to award the Bonds on a net interest cost (“NIC”) or true interest cost (“TIC”) basis; (h) to determine the date, time and place of sale of the Bond or BANs and whether the Bond or BANs will be sold through private sale, including to any agency of the United States government, and in any case, to arrange for publication of a notice of sale; (i) to determine if the Bond is to be issued in book-entry only form under the DTC Book-Entry System, registered in the name of Cede & Co. as the registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bond; (j) to accept or reject proposals establishing the interest rate for the Bond or BANs, and (k) to make any such other decisions concerning the Bond as necessary or appropriate. In making such determinations, the County Administrator is directed to endeavor to devise a schedule for debt service on the Bond which, when added to existing and projected debt service requirements, along with anticipated donations, will provide the County with the most flexible financing arrangements, consistent with prudent financial practices.

The County Administrator is further directed to conduct the sale of the Bond or BANs and to accept the most favorable proposal for the Bond or BANs on behalf of the Council. The County Administrator is further directed to consult with bond counsel in making any such decisions.

SECTION 4. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bond shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The County Treasurer or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bond (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. *Registration and Transfer.* The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bond. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bond under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory

to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bond, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bond is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bond in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bond during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. *Record Date.* The County hereby establishes a record date ("Record Date") for the payment of interest or for the giving of notice of any proposed redemption of the Bond, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bond or, in the case of any proposed redemption of the Bond, if any, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bond.

SECTION 7. *Lost, Stolen, Destroyed or Defaced Bond.* In case the Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 8. *Execution of Bond.* The Bond shall be executed in the name of the County with the manual or facsimile signature of the Chairman of County Council attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bond shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bond shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 9. *Payment of the Bond.* The Bond, together with the interest thereon, shall be payable in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Revenues of the System, as defined in Section 18, which Revenues shall be and hereby are pledged and charged to the payment when due of the principal of and interest on the Bonds and to the security thereof in accordance with the provisions of this Ordinance.

The pledge of the Revenues and other moneys hereby made by the County to secure the Bonds shall be

valid and binding from the time of the adoption of this Ordinance. The pledge of Revenues and other moneys so pledged and hereafter received by the County shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of the aforesaid pledge shall be valid and binding as against any parties having claims of any kind in tort, contract, or otherwise against the County irrespective of whether such parties have notice of the foregoing pledge.

The Bonds and the interest thereon are not payable from, nor are they a charge upon, any funds other than the Revenues pledged to the payment thereof by this Ordinance. The full faith, credit and taxing powers of the State of South Carolina or the County are not pledged to the payment of the principal of or the interest on the Bonds, and the Bonds shall never constitute an indebtedness of the County within the meaning of any state constitutional provisions or statutory limitation.

SECTION 10. *Authority to Issue Bond Anticipation Notes.* If the County Administrator should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code ("BAN Act") rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the County Administrator should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is requested to continue the issuance of BANs until the County Administrator determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

SECTION 11. *Bond and Interest Redemption Fund.* There is hereby created a special fund of the County to be known as the "Chester County, Richburg Fire Protection District, Bond and Interest Redemption Fund" ("Bond and Interest Redemption Fund").

Not later than the 20th day of the month following the month in which the Bond is delivered to the original purchaser, and not later than the 20th day of each month thereafter, there shall be deposited into the Bond and Interest Redemption Fund an amount equal to the installment of principal or interest, or both, then coming due in the month in which the deposit is to be made.

SECTION 12. *Operation and Maintenance Fund.* There is hereby created a special fund of the County known as the "Chester County, Richburg Fire Protection District Improvement Operation and Maintenance Fund" ("Operation and Maintenance Fund").

Not later than the 1st day of each month after the deposits required by this Ordinance to be made each month to the Bond and Interest Redemption Fund, there shall be deposited in the Operation and Maintenance Fund, an amount equal to the estimated cost of administration, operation and maintenance of the System during the next ensuing calendar month as estimated in the annual budget for the System prepared in accordance with this Ordinance.

Moneys paid into the Operation and Maintenance Fund shall be applied solely to the payment of all expenses incurred in connection with the administration and operation of the System and such expenses for maintenance as may be reasonably necessary to preserve the System in good repair and working order. Administration, operation and maintenance expenses shall be deemed to include, without limitation, wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the cost of any audit required by this Ordinance, or any ordinances supplemental hereto, and the premium for all insurance required with respect to the System. The Operation and Maintenance Fund shall be kept on deposit with the custodian, and withdrawals from such fund may be made in the manner provided by law.

SECTION 13. *Depreciation Fund.* There is hereby created a special fund of the County known as the "Chester County, Richburg Fire Protection District Depreciation Fund" ("Depreciation Fund").

Not later than the 1st day of each month after the deposits required by this Ordinance to be made into the

Bond and Interest Redemption Fund and the Operation and Maintenance Fund, the custodian shall pay into the Depreciation Fund that sum equal to one-twelfth (1/12th) of the sum determined by the County to be needed in such fund for the then current Fiscal Year to provide a sufficient reserve for depreciation of the System.

In the event of the issuance of any Additional Bonds, the proceedings providing for the issuance thereof shall provide for an amount to be paid monthly into the Depreciation Fund (in addition to the amount required by the preceding sentence of this paragraph) which the County determines will be required to increase such fund to an aggregate amount to provide a sufficient reserve for depreciation of the System. Moneys paid into the Depreciation Fund shall be used solely for the purpose of restoring or replacing depreciated or obsolete properties of the System.

If at any time the moneys in the Depreciation Fund are less than the amount then required to be maintained therein, the custodian shall resume monthly deposits to the Depreciation Fund until the amount on deposit therein shall equal the amount required to be on deposit from time to time as hereinabove provided.

If any surplus shall be accumulated in the Depreciation Fund over and above that which the County shall find from time to time may be necessary therein during the then present Fiscal Year and the next ensuing Fiscal Year, any such excess may be transferred to the Contingent Fund or to the Bond and Interest Redemption Fund.

SECTION 14. *Contingent Fund.* There is hereby created a special fund of the County known as the "Chester County, Richburg Fire Protection District Contingent Fund" ("Contingent Fund").

Not later than the 1st day of each month but after all payments required to be made into other funds and accounts prior hereto, the custodian shall pay into the Contingent Fund that sum equal to one-twelfth (1/12th) of the sum determined by the County to be needed in such fund for the then current Fiscal Year to provide a sufficient reserve for improvements, betterments and extensions to the System, other than those necessary to maintain the System in good repair and working order.

In the event of the issuance of any Additional Bonds, the proceedings providing for the issuance thereof shall provide for an amount to be paid monthly into the Contingent Fund (in addition to the amount required by the preceding sentence of this paragraph) which the County determines will be required to increase the Contingent Fund to an aggregate amount to provide a sufficient reserve for improvements, betterments and extensions to the System, other than those necessary to maintain the System in good repair and working order. Moneys paid into the Contingent Fund shall be used solely for the purpose of paying the cost of improvements, betterments and extensions to the System, other than those necessary to maintain the System in good repair and working order.

If at any time the moneys in the Contingent Fund are less than the amount then required to be maintained therein, the custodian shall resume monthly deposits to the Contingent Fund until the amount on deposit therein shall equal the amount required to be on deposit thereto from time to time as hereinabove provided.

If any surplus shall be accumulated in the Contingent Fund over and above that which the County shall find from time to time necessary for reasonable and proper improvements, betterments and extensions to the System during the then present Fiscal Year and the next ensuing Fiscal Year, any such excess may be transferred to the Bond and Interest Redemption Fund or may be applied to the purchase or retirement of outstanding Bonds.

SECTION 15. *Investment of Funds.* Moneys held for the credit of the Bond and Interest Redemption Fund shall be invested, to the fullest extent practicable and reasonable, by the custodian in any investment then permitted by applicable laws of the State of South Carolina, which shall mature prior to the respective dates when the moneys held for the credit of such accounts will be required for the purposes intended.

All income resulting from the investment or reinvestment of moneys made pursuant to this section shall be treated as Revenues of the System and shall be deposited in the Bond and Interest Redemption Fund.

Expenses of purchase, safekeeping, sale and redemption and all other expenses attributable to such investments shall be operating expenses of the System.

SECTION 16. *Paying Principal, Premium and Interest on the Bonds.* The County shall promptly pay or cause to be paid, but solely out of the Revenues pledged to such payment in Section 9 hereof, the principal of and the interest on each and every Bond issued under the provisions of this Ordinance or any ordinance supplemental hereto, at the place, on the dates and in the manner provided herein.

SECTION 17. *Operation of System; Completion of Construction.* The County shall at all times operate the System properly and in a sound and economical manner and will maintain, preserve and keep the same with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make all necessary and proper repairs and replacements so that at all times the operation of the System may be properly and advantageously conducted. The County shall construct the Project with all practicable dispatch and in a sound and economical manner.

SECTION 18. *Rates and Charges.* Pursuant to South Carolina Code Annotated section 4-19-10, *et seq.*, and the Fire District Ordinance, the County imposes and shall fix and revise from time to time a new rate for services furnished by the District (collectively, "Revenues of the System"). Such rate shall at all times be maintained so as to be sufficient to provide for the payment of the principal of and interest on all Bonds as and when the same become due and payable, to maintain the Bond and Interest Redemption Fund therefor, to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve it in good repair and working order, to build up a reserve for depreciation of the System and to build up a reserve for improvements, betterments and extensions to the System other than those necessary to maintain it in good repair and working order as herein provided.

SECTION 19. *Books of Record and Account; Annual Budget* The County shall install and maintain proper books of record and account, separate from all other records and accounts of the County in which full and correct entries shall be made of all dealings and transactions of or in relation to the properties, business and affairs of the System. The County shall cause to be prepared, not later than three (3) months after the close of each Fiscal Year, a balance sheet and an income and surplus account, respectively, showing in reasonable detail the financial condition of the System at the close of such Fiscal Year. Such balance sheets and income and surplus accounts shall be open at all reasonable times during usual business hours for examination and inspection by any taxpayer, user of the services furnished by the System or holder of any Bonds issued under this Ordinance or any ordinance supplemental hereto.

At least 30 days prior to the beginning of each Fiscal Year, the County shall adopt an annual budget of current expenses of the System for the next ensuing Fiscal Year and mail a copy of such annual budget, and all amendments thereto, to any holder of a Bond who shall request the same. Such annual budget shall set forth the estimated Revenues of the System for such Fiscal Year and the estimated expenditures for such Fiscal Year on a monthly basis. The various items shall be itemized according to proper classification and in reasonable detail.

SECTION 20. *Defeasance.*

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the County is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) ("Escrow Agent") shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of

payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the County shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series of bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 20(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 20 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 21. *Insurance.* The County shall carry insurance on the works, plants, facilities and properties comprising the System against the risks, accidents or casualties, in at least the amounts which are usually and customarily carried on similar plants, properties and systems, including without limiting the generality of the foregoing, fire, extended coverage, general liability and workmen's compensation. Also, all additional insurance shall be carried covering such risks as may be deemed necessary or desirable by the County or recommended by a competent independent engineer or other advisor employed for the purpose of making such recommendations.

SECTION 22. *Details of Bond Anticipation Notes.* Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the County or, at the option of the County, by the purchaser thereof.

The BANs also may be issued as one or more fully registered "draw-down" style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the County, as shall be determined by the County Administrator. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The County Administrator is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the County Administrator.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in

fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 23. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 24. *Compliance with Laws; Further Assurances.* The County covenants that it will do and perform all acts and things required to be done or performed, by or on behalf of the County, under the provisions of the Constitution and laws of the State of South Carolina and this Ordinance, in accordance with the terms of such provisions. The County further warrants that it has complied with all of the provisions of the Act and that the System is within areas in which the County is authorized to operate.

The County shall, at any and all times, adopt, make, do, execute, acknowledge, deliver, register, file and record all such other and further ordinances, resolutions, acts, deeds, demands, conveyances, assignments, transfers, assurances and instruments and give such further notice and do such further acts as may be reasonably necessary, proper or desirable for the better assuring, pledging and assigning of the Revenues and other moneys pledged, assigned or charged hereunder or intended so to be, or which the County may hereafter become bound to pledge, assign or charge, or for the carrying out more effectively of the purposes and intent of this Ordinance.

SECTION 25. *No Arbitrage.* The County covenants that no use of the proceeds of the sale of the Bond shall be made which, if such use had been reasonably expected on the date of issue of the Bond would have caused the Bond to be an "arbitrage bond" as defined in Section 148 of the United States Internal Revenue Code of 1986 ("Code") and to that end the County shall comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond is outstanding.

SECTION 26. *Events of Default.* Each of the following events is hereby declared an "Event of Default," that is to say, if:

(a) Payment of the principal or any installment thereof of any of the Bonds shall not be made when the same shall become due and payable, either at its maturity, upon the due date thereof or by proceedings for acceleration or redemption; or

(b) Payment of any installment of interest on any Bond shall not be made when the same becomes due and payable; or

(c) The County fails in any material respect in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance or in any ordinance supplemental hereto to be performed on the part of the County, and such failure continues for ninety (90) days after written notice specifying such failure and requiring the same to be remedied has been given to the County by the holders of not less than twenty percent (20%) in principal amount of the Bonds then outstanding or any trustee or committee therefor; or

(d) An order or decree shall be entered, with the consent or acquiescence of the County for the purpose of effecting a composition between the County and its creditors and if the claim of such creditors is in any circumstance payable from any of the Revenues or any other moneys pledged and charged in this Ordinance or any ordinance supplemental hereto for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any Federal or state statute now or hereafter enacted; or

(e) An order or decree shall be entered (a) with the consent or acquiescence of the County, appointing a receiver or receivers of the System or any of the facilities thereof; or (b) without the consent or acquiescence of the County, appointing a receiver or receivers of the System or any of the properties thereof and if, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

(f) The County is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

SECTION 27. *Declaration of Principal and Interest as Due.* Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the holders of not less than twenty-five percent (25%) in principal amount of the Bonds then outstanding hereunder may declare, by written notice to the County filed in the office of the Clerk/Treasurer of the County and with the Custodian, the principal of all Bonds then outstanding, together with all accrued and unpaid interest thereon and all other moneys secured hereby, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything contained in this Ordinance or any ordinance supplemental hereto or in any of the Bonds to the contrary notwithstanding. This provision is subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the holders of a majority in principal amount of the Bonds then outstanding, by notice in writing delivered to the County and the Custodian, may waive such default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent default.

SECTION 28. *Appointment of a Receiver.* Upon the occurrence of an Event of Default described in Section 26(a) and (b) hereof, and at any time thereafter while such default continues, any court of competent jurisdiction may appoint a receiver. Any receiver so appointed may administer and operate the System on behalf of the County and shall have power to fix and charge rates and collect Revenues sufficient to provide for the payment of any Bonds or other obligations outstanding with respect to or against the System, and for the payment of expenses of operating and maintaining the System, and to apply the Revenues and any other moneys of the System in conformity with the Act and this Ordinance.

SECTION 29. *Grant/Donation Acceptance and Administration.* The Council authorizes the County Administrator to accept and administer one or more grants and donations, or any combination of the two,

related to the Projects from one or more governmental, or private, entities.

SECTION 30. *Remedies Not Exclusive; Effect of Waiver of Default; Effect of Abandonment of Proceedings or Adverse Determination.* The remedies prescribed by the above Section shall not be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute and may be exercised without exhausting and without regard to any other remedy.

No waiver of any default or breach of duty or contract by any holder of any Bond shall extend to or affect any subsequent default or breach of duty or contract, or impair any rights or remedies related to such subsequent default or breach. No delay or failure of any holder of a Bond to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver of any such default or acquiescence therein. Every substantive right and remedy conferred upon the holders of the Bonds may be enforced from time to time and as often as may be deemed expedient. If any suit, action or proceeding to enforce any right or exercise any remedy is brought or taken and then discontinued or abandoned, or is determined adversely to any holder or holders of the Bonds then, and in every such case, the County and such holder or holders shall be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken

SECTION 31. *Exemption from Taxation.* Both the principal of and interest on the Bond shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 32. *Authorization to Execute and Deliver Documents.* The Council hereby authorizes the Chairman of County Council, the County Administrator, the Clerk to County Council and other County officials to execute and delivery such documents and instruments as may be necessary to effect the issuance of the Bond.

SECTION 33. *Continuing Disclosure.* The County covenants that it will file with a nationally recognized municipal securities information repository its annual independent audit within thirty (30) days of receipt of the audit and event-specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of its revenue or tax base.

SECTION 34. *Invalidity of Sections, Paragraphs, Clauses or Provisions.* If any article, section, paragraph, clause or provision of this Ordinance is held invalid or unenforceable under any circumstances, such holding shall not affect the validity or enforceability thereof under other circumstances or the validity or enforceability of this Ordinance as a whole or of any other article, section, paragraph, clause or provision of this Ordinance.

SECTION 35. *Retention of Bond Counsel and Other Suppliers.* The Council hereby authorizes the County Administrator to retain the law firm of King Kozlerek Root Law LLC as its bond counsel in connection with the issuance of the Bond.

The Council hereby further authorizes the County Administrator to enter into such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bond as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however, the County Administrator is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bond or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

SECTION 36. *General Repealer.* All ordinances, rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to

the extent of such conflict, hereby repealed.

This Ordinance takes and remains in effect only after the County Council has approved it following three readings and a public hearing.

CHESTER COUNTY, SOUTH CAROLINA

Pete Wilson
Chairman, County Council

(SEAL)
ATTEST:

Kristie Donaldson
Clerk to Council

READINGS:
First reading: January 21, 2025
Second reading: February 3, 2025
Public Hearing: February 18, 2025
Third reading: February 18, 2025

ORDINANCE NO. 2025-2

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN CHESTER COUNTY, AND PROJECT 2280; THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN CHESTER COUNTY IN A MULTI-COUNTY INDUSTRIAL PARK; THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Chester County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, with respect to a project; and (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with certain infrastructure and other qualifying property related to a project (“Special Source Improvements”); (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park to allow certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits;

WHEREAS, the County and York County, South Carolina (“York”), entered into the Master Agreement Governing the York-Chester Industrial Park dated as of December 31, 2012, as amended and restated (“Park Agreement”);

WHEREAS, pursuant to Section 1.01(a) of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to York County;

WHEREAS, Project 2280, acting for itself, one or more affiliates, and/or other project sponsors (“Company”), propose to invest in, or cause others to invest in, the establishment of certain facilities to be operated primarily for logistical operations, at one or more locations in the County (“Project”), which the Company expects will result in aggregate investment of at least \$25,343,846 and the creation of approximately 21 new, full-time equivalent jobs in the Project;

WHEREAS, based solely on information provided to the County by the Company, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act;

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on January 21, 2025, whereby the County formally identified the Project as a “project” within the meaning of the Act, and, subject to certain conditions described therein, authorized County officials to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project;

and

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and among the County and the Company with respect to the Project (“FILOT Agreement”), the substantially final form of which is attached to this Ordinance as Exhibit B and presented to this meeting, which FILOT Agreement is anticipated to be dated as of the third reading of this Ordinance, or such other date as the parties may agree; and

WHEREAS, it appears that the FILOT Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Evaluation of the Project. Based solely on information provided by the Company, County Council has evaluated the Project on the following criteria and based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based solely on information provided by and representations of the Company and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required, County Council hereby finds that:

- (a) the Project constitutes a “project” as that term is defined in the FILOT Act;
- (b) the Project will serve the purposes of the FILOT Act;
- (c) the investment by the Company in the project is anticipated to be approximately \$25,343,846 with the creation of approximately 21 new, full-time equivalent jobs, within 5 years from the “Commencement Date” as such term is defined in the Negotiated FILOT Act;
- (d) the Project will be located entirely within the County;
- (e) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;
- (g) the purposes to be accomplished by the Project are proper governmental and public purposes;
- (h) the inducement of the location of the Project is of paramount importance; and
- (i) the benefits of the Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the Negotiated FILOT Act,

the Project is designated as “economic development property” under the Negotiated FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT payments to be made with respect to the Project based upon a 6% assessment ratio and a fixed millage of rate of 495.8 mills, all as more fully set forth in the FILOT Agreement.

Section 4. Special Source Revenue Credits. As reimbursement to the Company for expenditures on Special Source Improvements, the County will provide to the Company Special Source Credits under the Special Source Act as set forth in the FILOT Agreement.

Section 5. Execution of the FILOT Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council, the County Administrator and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT 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 and as 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 FILOT Agreement now before this meeting.

Section 6. Inclusion of Project in Multi-County Park. The County hereby consents to the inclusion of the Property in the Park, and it will use its best efforts to ensure the Project is included, if not already included, and will remain, in the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution, as set forth in the FILOT Agreement.

Section 7. Miscellaneous.

(a) The Chairman of the County Council, the County Administrator 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 in order 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 FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson
Chairman, County Council

[SEAL]
ATTEST:

By: _____
Kristie Donaldson
Clerk to Council

First Reading:	January 21, 2025
Second Reading:	February 3, 2025
Public Hearing:	February 18, 2025
Third Reading:	February 18, 2025

EXHIBIT A
PROPERTY DESCRIPTION

[Legal Description]

[Chester County Parcel ID No. 097-00-00-066-000]



EXHIBIT B
SUBSTANTIALLY FINAL FORM OF PILOT AGREEMENT

CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2025-4

AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN CHESTER COUNTY AND PROJECT P2443, INCLUDING ANY RELATED OR AFFILIATED ENTITIES AND ANY SPONSOR AFFILIATES, WHEREBY CHESTER COUNTY WILL ENTER INTO AN INFRASTRUCTURE CREDIT ARRANGEMENT WITH THE COMPANY; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized by Article VIII, Section 13 of the South Carolina Constitution ("Constitution") and the Code of Laws of South Carolina 1976, as amended ("Code"), specifically Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, ("MCIP Act"), to provide for payments in lieu of taxes ("PILOT Payments") with respect to property situated or having a situs in a multi-county business or industrial park created under the MCIP Act, and to provide certain enhanced tax credits to such investors; and

WHEREAS, in order to promote the economic welfare of the citizens of the County and York ("Partner County," with the County, "Counties"), by providing employment and other benefits to the citizens of the Counties, the Counties entered into the "Master Agreement Governing the York-Chester Industrial Park," originally dated as of December 31, 2012, as may have been subsequently amended and/or restated (collectively, "MCIP Agreement"), to develop jointly an industrial and business park ("Park"), as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with the MCIP Act;

WHEREAS, the MCIP Agreement contemplates the designation and removal of such designation of parcels as being subject to the MCIP Agreement from time to time;

WHEREAS, the MCIP Act and Section 12-44-70 of the Code authorize the County to provide special source revenue credit ("Special Source Revenue Credit") financing secured by and payable solely from revenues of the County derived from PILOT Payments for the purposes set forth in Section 4-29-68 of the Code, including the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a facility or commercial enterprise in order to enhance the economic development of the County (collectively, "Infrastructure");

WHEREAS, Project P2443 ("Company"), intends to acquire, construct, renovate, furnish, and equip the expansion of existing facilities in the County ("Project") located at 546 L and C Distribution Park in the County, the description of which is attached hereto as **Exhibit A** and incorporated herein by reference ("Project Site");

WHEREAS, the Project, when completed, will represent an investment by the Company of \$3,600,000.00 at the Project Site within the County ("Investment");

WHEREAS, the County is authorized to designated the Project Site as being subject to the Park Agreement pursuant to the MCIP Act;

WHEREAS, the Project is located entirely within Chester County and will be included in and subject to the multi-county park arrangements as described herein;

WHEREAS, the County desires to provide Infrastructure Credits to the Company with respect to Infrastructure comprising the Project against PILOT Payments for the Project ("Infrastructure Credits") for the purpose of inducing the Company to invest its funds to acquire, construct, renovate, furnish, equip, and expand the Project, all as set forth more fully in that certain Infrastructure Credit Agreement by and between the

County and the Company (“Credit Agreement”), which attached hereto as **Exhibit B**, and incorporated herein by reference; and

WHEREAS, the Credit Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

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

Section 1. Infrastructure Credits. The County will provide to the Company with the infrastructure arrangement as set forth in the Credit Agreement.

Section 2. Execution of the Credit Agreement. The form, terms, and provisions of the Credit Agreement presented to the meeting at which this Ordinance received third reading and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if such Credit 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 and directed to execute and deliver the Credit Agreement in the name and on behalf of the County, and thereupon to cause the Credit Agreement to be delivered to the Company. The Credit Agreement is to be in substantially the form before the meeting of County Council at which this Ordinance received third reading and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder, by 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 Credit Agreement presented to said meeting.

Section 3. Multi-County Park. The County hereby designates the Project Site, as described on the attached Exhibit A as being subject to the MCIP Agreement, and the County Administrator is directed to provide notice of such designation to the Partner County as provided in the MCIP Agreement.

Section 4. Miscellaneous.

(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 in order 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.

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

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson
Chairman, County Council

ATTEST:

Kristie Donaldson
Clerk to County Council
Chester County, South Carolina

First Reading:	January 21, 2025
Second Reading:	February 3, 2025
Third Reading:	February 18, 2025
Public Hearing:	February 18, 2025

EXHIBIT A
DESCRIPTION OF PROJECT SITE

Parcel ID: 125-00-00-070-000



EXHIBIT B
INFRASTRUCTURE CREDIT AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

between

CHESTER COUNTY, SOUTH CAROLINA,

and

PROJECT P2443,

a _____

Dated as of [____], 2025

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of [____], 2025 (the “Agreement”), between **CHESTER COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and Project P2443, a [____] organized and existing under the laws of the State of [____](the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure”); and

WHEREAS, the Company will operate the Project (as defined below) on certain land in the County described in Exhibit A hereto, owned by the Company (the “Land”); and

WHEREAS, the Company has represented that it intends to invest in the acquisition and installation of machinery, equipment, furnishings and other tangible personal property at one or more facilities in the County (the “Project”), which will result in an expected aggregate investment of approximately three million six hundred thousand dollars (\$3,600,000.00) (the “Investment Target”) December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service, but in no event later than December 31, 2031 (the “Investment Period”); and

WHEREAS, the County and York County have established a joint county industrial and business park (the “Park”) by entering into the “Master Agreement Governing the York-Chester Industrial Park,” originally dated as of December 31, 2012, as may have been subsequently amended and/or restated (collectively, the “Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), as amended, and the County will intends to use its commercial reasonable efforts to designate the Land as governed by the Park Agreement, and the County desires to cause the Land to continue to be designated as such or designated as such other multi-county industrial and business park property so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof (the “FILOT Act”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits in respect to the Company’s investments in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on [____], 2025, following conducting a public

hearing on [____], 2025;

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

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Affiliate*” shall mean any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company.

“*Agreement*” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended.

“*Company*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Cost of the Infrastructure*” shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting, and related costs properly capitalizable to the cost of the Infrastructure.

“*County*” shall mean Chester County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“*FILOT Act*” shall mean Title 12, Chapter 44 of the Code.

“*Infrastructure*” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“*Infrastructure Credit Act*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Infrastructure Credits*” shall mean the credits to the PILOT Payments in respect of the Company’s

investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof and shall include the Primary Credits and the Secondary Credits.

“*Investment Period*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Investment Target*” shall mean the investment by the Company of at least three million six hundred thousand dollars (\$3,600,000.00) in the Project.

“*Land*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“*Ordinance*” shall mean the ordinance enacted by the County Council on [____], 2025, authorizing the execution and delivery of this Agreement.

“*Park*” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

“*Park Agreement*” shall mean the [Agreement for Development for a Joint County Industrial Park] originally dated as of [____], as amended, between the County and [partner] County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*PILOT Payments*” shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“*Project*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Term*” shall mean a period of time beginning on the execution date of this Agreement and ending ten (10) years after the placement in service of the initial asset investment which shall coincide with the first PILOT Payment due to the County by the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) The County is a body politic and corporate and a political subdivision of the State of South

Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a [corporation] duly organized, validly existing, and in good standing under the laws of the State of [] and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or

investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. Subject to the County's ability to release materials according to the South Carolina Freedom of Information Act, and except to the extent otherwise required by law, the County shall not release information which has been designated as confidential or proprietary by the Company. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, provided, however, failure to comply with this provision is not an "Event of Default" as described under, or otherwise a breach of, this Agreement.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event of any termination of the Park Agreement or any change in designation of the Land as subject to the Park Agreement before the termination of this Agreement, the County agrees to use its commercially reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be designated as part of a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and sole expense of the Company, execute and deliver such further instruments and take such further action as the County deems reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the

Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Costs of the Infrastructure with respect to the Project, the County shall provide an infrastructure credit against the PILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement (the “Primary Credit”). The annual Primary Credit shall be in an amount equal to the difference between the *ad valorem* property taxes that would have been payable in connection with the property comprising the Project for that tax year and the fee-in-lieu of tax payment that would have been due on the property comprising the Project for that tax year had the Company and the County entered into a negotiated fee-in-lieu of taxes arrangement for the property under the FILOT Act with an assessment ratio of 6% and a millage rate equal to the rate in effect for the current tax year for each year of the Term. The application of the Primary Credit set forth in this Agreement to the PILOT Payments shall result in annual payments (the “Primary Payments”). The Primary Credit shall commence in the first year for which the Company elects to claim the Primary Credit in accordance with this Agreement and shall terminate ten (10) consecutive years after the last investment is made at the Project during the Investment Period (the “Primary Credit Period”). The Company and the County anticipate that the Primary Credit Period will begin in property tax year 2025 (i.e., the PILOT Payment due on or before January 15, 2025).

(b) The County shall also provide a secondary infrastructure credit (“Secondary Credit”), which shall be applied against the Primary Payments in an amount equal to 20% of each annual Primary Payment. The application of the Secondary Credit to the Primary Payment shall result in a final payment amount each year (the “Total Payments”). The Secondary Credit shall begin in the first year a Primary Payment is due on the Project and continue for three (3) years (“Secondary Credit Period”).

(c) Any Primary Credit or Secondary Credit (collectively, the “Infrastructure Credits”) provided under this Agreement shall be used to reimburse the Company for eligible expenditures, as permitted by the Infrastructure Credit Act, which include the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the Company’s property, (ii) improved or unimproved real estate, and (iii) machinery and equipment, provided that any Infrastructure Credit benefits shall be first deemed to be applied to the eligible expenditures other than the machinery and equipment. In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by the Company collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making a written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B no later than [] [] in each year in which the Company intends to claim a credit. The Company’s failure to provide such annual certification shall bar the Company from receiving any credit with respect to that year’s PILOT Payment.

(d) Upon receipt of payment of all PILOT Payments, any *ad valorem* property taxes then due with respect to the Project or any other property of the Company located in the County, and any other amounts due under this Agreement, the County shall rebate to the Company the Infrastructure Credits to be paid by check for such year no later than 90 days following the latter of (i) receipt of the annual filing, and (ii) the County’s receipt of such payment(s) due from the Company as noted in this subitem (d).

(e) Should the Company fail to invest at least \$2,700,000 in the Project by the end of the Investment Period (the “Minimum Investment Requirement”), the Agreement shall terminate and the Project shall be immediately subject to *ad valorem* tax both prospectively and retroactively to the first year within which PILOT Payments or Primary Payments were to have been made with respect to the

Investment. The Company shall make payment to the County, within thirty (30) days after the termination pursuant to this Section, of the difference between (i) the Total Payments actually made and (ii) the total retroactive amount of *ad valorem* tax which would have been due by the Company with respect to the investment made in the Project. The Company shall also be required to repay the entire amount of any Infrastructure Credits it has received.

(f) Should the Company invest less than the Investment Target but at least \$3,240,000 (which is equal to 90% of the Investment Target) in the Project by the end of the Investment Period, the Infrastructure Credits that have been provided up until that point will be subject to a *pro rata* clawback pursuant to Exhibit C.

(g) Should the Company invest less than \$3,240,000 in the Project by the end of the Investment Period, the Infrastructure Credits that would have otherwise been payable under this Agreement shall no longer be payable by the County, and the Company shall be required to repay the entire amount of any Infrastructure Credits it has received.

(h) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims Infrastructure Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the Term of this Agreement, the amount of the PILOT Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

(i) Notwithstanding the provision of the Infrastructure Credits as described herein, the Company and the County agree that the Company shall not be entitled, to the extent permitted by law, to enjoy the five-year exemption from county property taxes provided by Article X, Section 3 of the South Carolina Constitution and South Carolina Code §12-37-220(A)(7).

(j) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PILOT PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(k) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the PILOT Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the PILOT Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

- (a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (b) A copy of the executed Park Agreement; and
- (c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others. However, any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent or subsequent ratification of the County, except any transfer or assignment to an Affiliate of the Company or other financing-related transfer or assignment does not require consent or ratification of the County.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision (except with respect to any failure to make a PILOT Payment hereunder, for which no written notice of default is required) contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an “Event of Default”), unless the County or Company, as the case may be, shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County or Company is diligently pursuing corrective action.

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

In the event the Company fails to meet the Investment Target, the sole and exclusive remedies are that which are set forth in Section 3.02.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

SECTION 5.05. Limited Liability of the County. No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the PILOT Payments from which the Infrastructure Credits are to be provided.

SECTION 5.06. Reimbursement of Legal Fees and Expenses and Other Expenses Upon Default. Upon the occurrence of an Event of Default hereunder by the Company, if the County employs attorneys or incurs other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision

of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

(a) if to the County: Chester County
Attn.: County Administrator
PO Box 580, Chester, SC 29706

Chester County Economic Development
Attn.: Director
3200 Commerce Drive, Suite B
Richburg, SC 29729

with a copy to:
(which shall not
constitute notice
to the County)

Michael Kozlarek
King Kozlarek Root Law LLC
PO Box 565
Greenville, SC 29602
michael@kingkozlarek.com

(b) if to the Company: ☐ _____
☐ _____
☐ _____

with a copy to:
(which shall not
constitute notice
to the Company)

Sam C. Moses
Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
sammoses@parkerpoe.com

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.09. Administration Expenses. The Company shall, promptly upon written request therefor but in no event later than 30 days after receiving written notice from the County specifying the general nature of such expenses and requesting the payment of the same, reimburse the County from time to time for its reasonable administration expenses (the “Administration Expenses”) with regard to this Agreement, up to an amount of seven thousand, five hundred dollars (\$7,500.00) related to the negotiating, documenting, and executing this document, and up to an amount of one thousand dollars (\$1,000.00) per year thereafter for the administration of this Agreement. The provisions of Article V and Section 6.13 are not subject to any limitation imposed by this Section 6.09.

SECTION 6.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.11. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.13. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the “Indemnified Parties”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company, shall survive any termination of this Agreement.

SECTION 6.14. Facsimile/Scanned Signature

The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Chester County, South Carolina and [_____] have caused this Agreement to be executed by an authorized signatory, all as of the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, Chester County Council

ATTEST:

Clerk to Chester County Council

[Signature page 1 to Infrastructure Credit Agreement]

COMPANY NAME [Project P2443]

By: _____
Name: _____
Title: _____

[Signature page 2 to Infrastructure Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

TBD

TMS No. _____

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the “Company”), do hereby certify in connection with the Infrastructure Credit Agreement dated as of [____], 2025 (the “Agreement”) between Chester County, South Carolina and the Company, as follows:

(1) As of December 31, 20____, the total amount of Infrastructure Credits received by the Company is as follows:

- | | |
|--|----------|
| (a) Infrastructure Credits received by the Company | \$ _____ |
| (b) Total Infrastructure Credits received | \$ _____ |

(2) As of December 31, 20____, the total amount of investment in Costs of Infrastructure by the Company is not less than \$ _____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20____.

[COMPANY NAME]

By: _____

Name: _____

Title: _____

EXHIBIT C

DESCRIPTION OF CLAW BACK

If the Company invests at least \$3,240,000 in the Project but fails to invest the total amount of Investment Target, as described in Section 3.02(f), the Company shall be required to repay the total amount of any Infrastructure Credits it has received according to the below pro rata clawback calculation.

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement *[may not exceed 100%]*

In calculating the achievement percentage, only the investment made up to the Investment Target will be counted.

For example, and by way of example only, if the County granted \$[A] in Infrastructure Credits, and \$[B] had actually been invested at the Project, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$[B]/\$[Investment Target] = [C]%

Clawback Percentage = 100% - C% = D%

Repayment Amount = \$[A] x [D]% = \$[E]

The Company shall pay any amounts described in or calculated pursuant to this Exhibit C within 30 days of receipt of the date on which regular *ad valorem* taxes are due in the year immediately following the end of the Investment Period. If not timely paid by the Company, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit C survives termination of this Agreement.

ORDINANCE NO. 2025-5

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN CHESTER COUNTY, AND PROJECT P2373; THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN CHESTER COUNTY IN A MULTI-COUNTY INDUSTRIAL PARK; THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Chester County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, with respect to a project; and (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with certain infrastructure and other qualifying property related to a project (“Special Source Improvements”); (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park to allow certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits;

WHEREAS, the County and York County, South Carolina (“York”), entered into the Master Agreement Governing the York-Chester Industrial Park dated as of December 31, 2012, as amended and restated (“Park Agreement”);

WHEREAS, pursuant to Section 1.01(a) of the Park Agreement, the boundaries of the park created therein (“Park”) may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to York County;

WHEREAS, [], previously identified as Project P2373, and/or one or more affiliates, and/or other project sponsors (collectively, “Company”), propose to invest in, or cause others to invest in, the establishment of certain facilities to be operated primarily for [] operations, at one or more locations in the County (“Project”), which the Company expects will result in aggregate investment of at least \$[] and the creation of approximately [] new, full-time equivalent jobs in the Project;

WHEREAS, based solely on information provided to the County by the Company, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act;

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on July 15, 2024, whereby the County formally identified the Project as a “project” within the meaning of the Act, and, subject to certain conditions described therein, authorized County officials to provide the benefits of a negotiated FILOT, a

multi-county industrial or business park, and Special Source Credits with respect to the Project; and

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and among the County and the Company with respect to the Project (“FILOT Agreement”), the substantially final form of which is attached to this Ordinance as Exhibit B and presented to this meeting, which FILOT Agreement is anticipated to be dated as of the third reading of this Ordinance, or such other date as the parties may agree; and

WHEREAS, it appears that the FILOT Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Evaluation of the Project. Based solely on information provided by the Company, County Council has evaluated the Project on the following criteria and based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based solely on information provided by and representations of the Company and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required, County Council hereby finds that:

- (a) the Project constitutes a “project” as that term is defined in the FILOT Act;
- (b) the Project will serve the purposes of the FILOT Act;
- (c) the investment by the Company in the project is anticipated to be approximately \$[] with the creation of approximately [] new, full-time equivalent jobs, within 5 years from the “Commencement Date” as such term is defined in the Negotiated FILOT Act;
- (d) the Project will be located entirely within the County;
- (e) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;
- (g) the purposes to be accomplished by the Project are proper governmental and public purposes;
- (h) the inducement of the location of the Project is of paramount importance; and
- (i) the benefits of the Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the Negotiated FILOT Act,

the Project is designated as “economic development property” under the Negotiated FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT payments to be made with respect to the Project based upon a 6% assessment ratio and a fixed millage of rate of 495.8 mills, all as more fully set forth in the FILOT Agreement.

Section 4. Special Source Revenue Credits. As reimbursement to the Company for expenditures on Special Source Improvements, the County will provide to the Company Special Source Credits under the Special Source Act as set forth in the FILOT Agreement.

Section 5. Execution of the FILOT Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council, the County Administrator and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT 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 and as 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 FILOT Agreement now before this meeting.

Section 6. Inclusion of Project in Multi-County Park. The County hereby consents to the inclusion of the Property in the Park, and it will use its best efforts to ensure the Project is included, if not already included, and will remain, in the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution, as set forth in the FILOT Agreement.

Section 7. Miscellaneous.

(a) The Chairman of the County Council, the County Administrator 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 in order 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 FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson
Chairman, County Council

[SEAL]
ATTEST:

By: _____
Kristie Donaldson
Clerk to Council

First Reading:	January 21, 2025
Second Reading:	February 3, 2025
Public Hearing:	February 18, 2025
Third Reading:	February 18, 2025

EXHIBIT A
PROPERTY DESCRIPTION

[Legal Description]

[Chester County Parcel ID No. 098-00-00-166-000]



EXHIBIT B
SUBSTANTIALLY FINAL FORM OF PILOT AGREEMENT



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: 11-19-24 Case # CCMA24-13 Invoice # 8758

The applicant hereby requests that the property described to be rezoned from RS-1 to R-2

Please give your reason for this rezoning request:

TO CONSOLIDATE MY HOME & PROPERTY INTO
1 TRACT OF LAND.

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: 3302 LANCASTER HIGHWAY (Next to 3302 Lancaster Hwy)

Tax Map Number: 124-00-00-052-000 Acres: 4-2.039

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

PLEASE PRINT:

Applicant(s): John H. Agee

Address: _____

Telephone: _____ cell _____ work _____

E-Mail Address: _____

Owner(s) if other than applicant(s): Same as applicant

Address: _____

Telephone: _____ cell _____ work _____

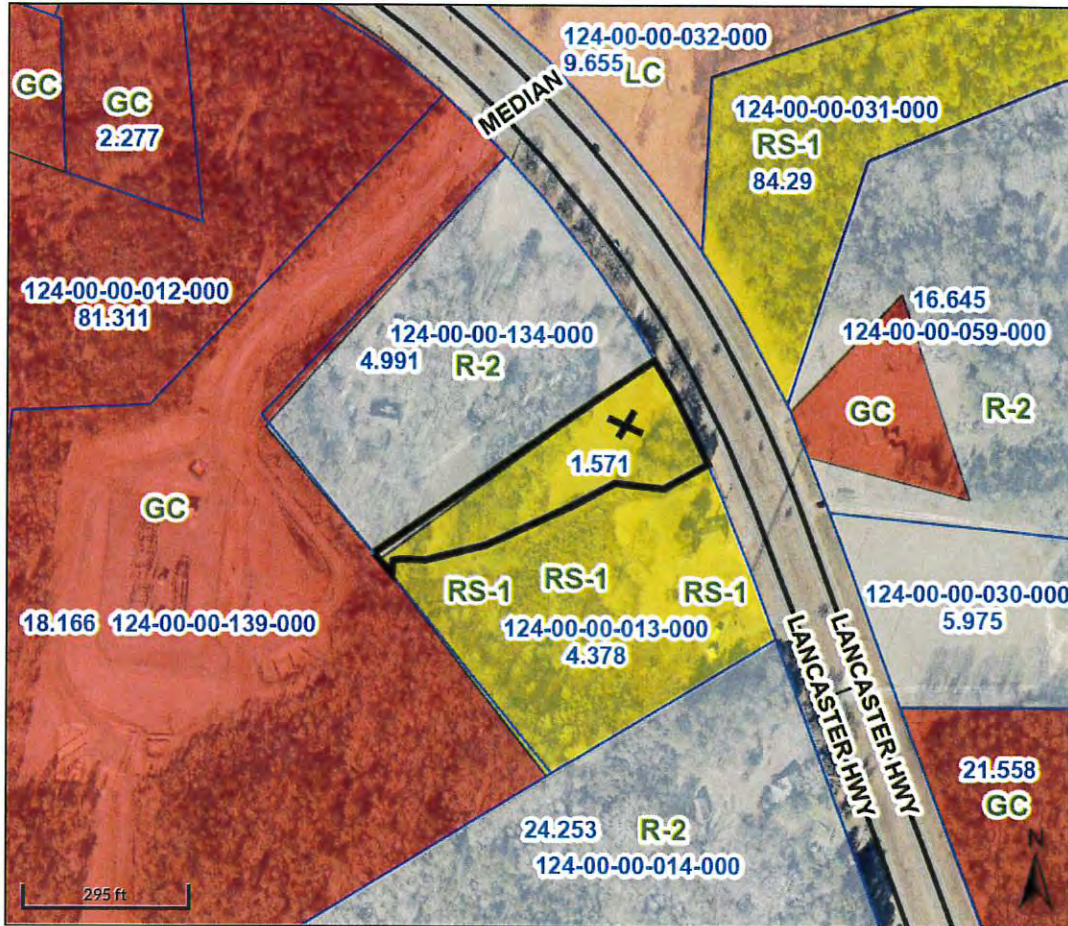
E-Mail Address: _____

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

Owner's signature: [Signature] Date: 9-26-24

Applicant signature: [Signature] Date: 9-26-24

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



Overview



Parcel ID	124-00-00-052-000	Alternate ID	n/a	Owner Address	AGEE JOHN
Sec/Twp/Rng	n/a	Class	RL		P O BOX 9
Property Address		Acreage	2.0		RICHBURG SC 29729
District	04				
Brief Tax Description	HWY 9				
	(Note: Not to be used on legal documents)				

Date created: 10/9/2024
Last Data Uploaded: 10/9/2024 2:37:50 AM

Developed by **SCHNEIDER**
GEOSPATIAL

SOUTH CAROLINA
COUNTY Chester

[illegible]

PROPERTY LOCATION	GENERAL DATA	COST DATA	INCOME APPROACH		
St., Rt. & No. <i>High 7</i>	Yr. Built	Land	Econ. Rent	Cap. Rate	Remarks:
City	Economic Life	Imp.	Expenses	Income	
Use	Condition	L. H.	Net Inc.	Cap. Rate $\div$	
Subdivision	Quality	Total	Land Inc.	Imp. Value	
Legal Description	Annual Rent	Stamps	Imp. Inc.	Land Value	
	Bldg. Permit <i>R2</i>	Old Map Ref .	Recap	Total Value	
	Mort.	File No.	Int. Rate		

STANDARD CLASSIFICATION				PROPERTY DATA		LAND VALUATION							
NEIGHBORHOOD		TRANSPORTATION		LAND IMP.		UTILITIES		CLASS	ACRES	MARKET VALUE		USE VALUE	
										Price per Acre	Total	Price per Acre	Total
Progressive		Paved Road		Buildings		Electricity		1982					
Static		Earth Road		Pavement		Water							
Regressive		Railroad		Fence		Gas							
Old		Water		Landscaping		Sewer							
New		Airport		Well		All Utilities							

2009 LAND		HALL		1750		486		810	
Number of Acres	5.90	Number of Lots	45	74	81	444	444	810	810
Per Acre Value	6000	Number of Front Ft.	5			162	405	405	405
Value for 0.000 Acres	0.00	Per Lot Value	2						
Returned Area	11.40	Per Front Ft. Value							
Legal Area	5.48	Value for Lots							
Planimetered Area	10.50	Value for Fr. Ft.							
Total Land Value	2.0390								

ESTIMATED MARKET VALUE	TOTAL	200	150	800
------------------------	-------	-----	-----	-----

				LAND VALUATION BY YEAR					
	Land Acres or Lots	Improvement	Total		18 ²⁰⁰⁹ 5	19 ²⁰¹⁹ 292	19 ⁹⁵ 62	18 ²⁰⁰⁰ 10	19 ⁰⁶ 10
Number	11 AC	2							
Post Approach	14,800	116,800	131,600	Market Value	50,000	30,000	60,000	100,000	125,000
Market Approach				Use Value	400	150	800	800	800
Income Approach				Difference					
Correlated Value									
Assessed %	19,800								
Reviewed by		Date							

124-0-03610-24-08
+total
sold 5. Dec 70

due to DEATH 11-15-83 - ADD. SH. @ 3,500 sold 3.44 (act) 1240-0-13
on 8-13-88 PT-168

Current Year (2024) Changes



Search Options

[Map Number](#) 124-00-00-052-000 Real 00833493 History Year
[Name 1](#) AGEE JOHN [Other Map Number](#)

Alerts

Has Additional Comments

Owner Information

Post Initials T1 Reason for Change Activity Date 10/30/2023
Name 2 Land Value 30,000
Address 1 P O BOX 9 Building Value
Address 2 RICHBURG SC Total Market Value 30,000
Zip Code 29729 Total Tax Value 30,000

Codes

District 04 Fire Code RI RICHBURG
Town Neighborhood RS1 SINGLE FAMILY RES
Subdivision Use Class
Description HWY 9
Legal
[Location](#) Street Number Street Name Suffix Direction

Additional Information

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

Scroll by: MAP#

Next Year (2025) Changes



Search Options

Map Number

124-00-00-052-000

Real

00833493

History Year

Name 1

AGEE JOHN

Other Map Number



Find

Alerts

Has Additional Comments

Owner Information

Post Initials

T1

Reason for Change

Name 2

Address 1

P O BOX 9

Address 2

RICHBURG SC

Zip Code

29729

Activity Date

10/30/2023

Land Value

30,000

Building Value

Total Market Value

30,000

Total Tax Value

30,000

Codes

District

04

Fire Code

RI

RICHBURG

Town

Subdivision

Description

HWY 9

Legal

Neighborhood

RS1

SINGLE FAMILY RES

Use Class

Location

Street Number

Street Name

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

Base

Agricultural Use

Reappraisal Notice

MCIP

Industrial Park ID

Rollback

Exempt

Scroll by: MAP#

Cad E Slide 56 Pg 13
MAGNETIC NORTH

PLAT OF SURVEY FOR
MAHENDRA PATEL (MP)
HMS HWY 9, LLC
LEWISVILLE TOWNSHIP, CHESTER COUNTY
SOUTH CAROLINA
MARCH 21, 2018

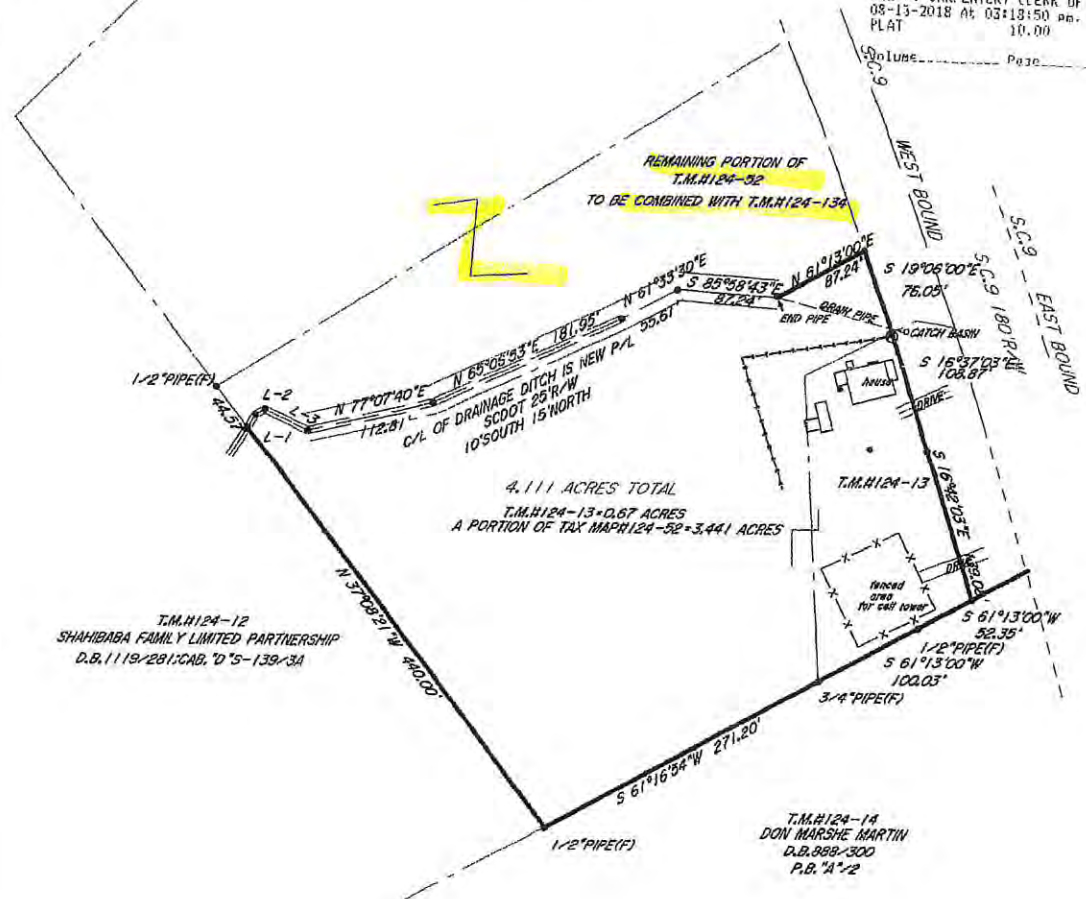
REFERENCES: TAX MAP H124-13 & A PORTION OF TAX MAP H124-52
D.B. 529 P.G. 916; P.B. "D" PG. 104; D.B. 493 P.G. 527; P.B. "N" PG. 176

This subdivision plat shows hereon has been found to comply
with the Chester County Subdivision Regulations and has been
APPROVED FOR RECORDING in the office of the Clerk of Court
of Chester County, South Carolina.

W. Z. Law
Chester County
6/27/18

T.M. H124-134
JOHN H. AGEE
D.B. 493-527; P.B. "N" 176; C.B. "C" S-17-39

201800101038
Filed for Record in
CHESTER COUNTY SC.
SUE K. CARPENTER, CLERK OF COURT
08-13-2018 At 03:13:50 pm.
PLAT 10.00



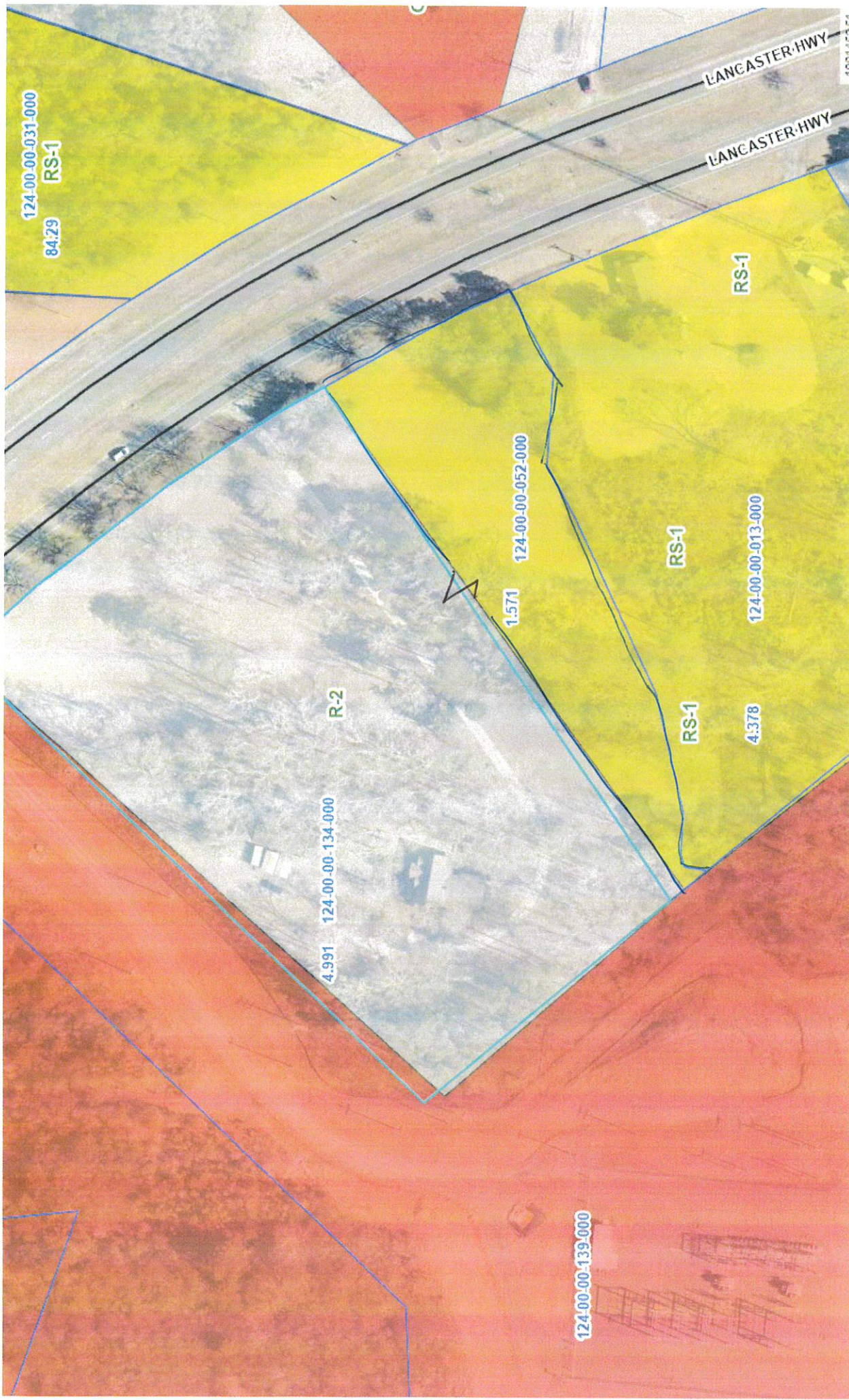
NOTE:
EIP = EXISTING IRON PIN
NIP = NEW IRON PIN
PK = PK NAIL
RR = RAILROAD SPIKE
P.P. = PINCHED PIPE

HIPP LAND SURVEYING, INC.
3574 VICTORIAN HILLS DRIVE
RICHBURG, S.C. 29729
PHONE (803) 789 3716

THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY
PERFORMED UNDER THE SUPERVISION OF WILLIAM V. HIPP AND WAS
COMPLETED ON THE DATE SHOWN ABOVE. THE SURVEY WAS PERFORMED IN
ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE
OF LAND SURVEYING AS ADOPTED UNDER THE CODE OF LAWS OF SOUTH
CAROLINA, TITLE 40, CHAPTER 21, AND 12 OF CLASS "A" STANDARD. THE
AREAS SHOWN WERE DETERMINED USING THE D.M.D. METHOD. BEARINGS
WERE MEASURED AS SHOWN. ENCROACHMENTS ARE AS SHOWN. UNLESS
NOTED STRUCTURES ARE NOT WITHIN A SPECIAL FLOOD HAZARD ZONE
ACCORDING TO FEMA MAPS.

WILLIAM V. HIPP, P.L.S. 179569





124-00-00-031-000
84.29 RS-1

LANCASTER HWY
LANCASTER HWY

RS-1

124-00-00-052-000

1.571

RS-1

124-00-00-013-000

RS-1

4.378

R-2

4.991 124-00-00-134-000

124-00-00-139-000

1001/2314



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

Issued to:

JOHN AGEE

PO BOX 9
RICHBURG, SC 29729

Receipt No. 8758

Date 10/09/2024
Cashier shudson

Payment Items

Map Amendment re-zoning

\$150.00

\$150.00

Form of Payment

Check	1201	\$150.00
		\$150.00

Thank you for your payment.



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: 11-19-24 Case # CCMA24-14 Invoice # 8801

The applicant hereby requests that the property described to be rezoned from R-2 to R-1

Please give your reason for this rezoning request:

I want new homes new zoning for family to build

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: 2482 Clinton Road Edgemoor SC 29712
Tax Map Number: 122-00-00-0100-000 Acres: 5.98

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

PLEASE PRINT:

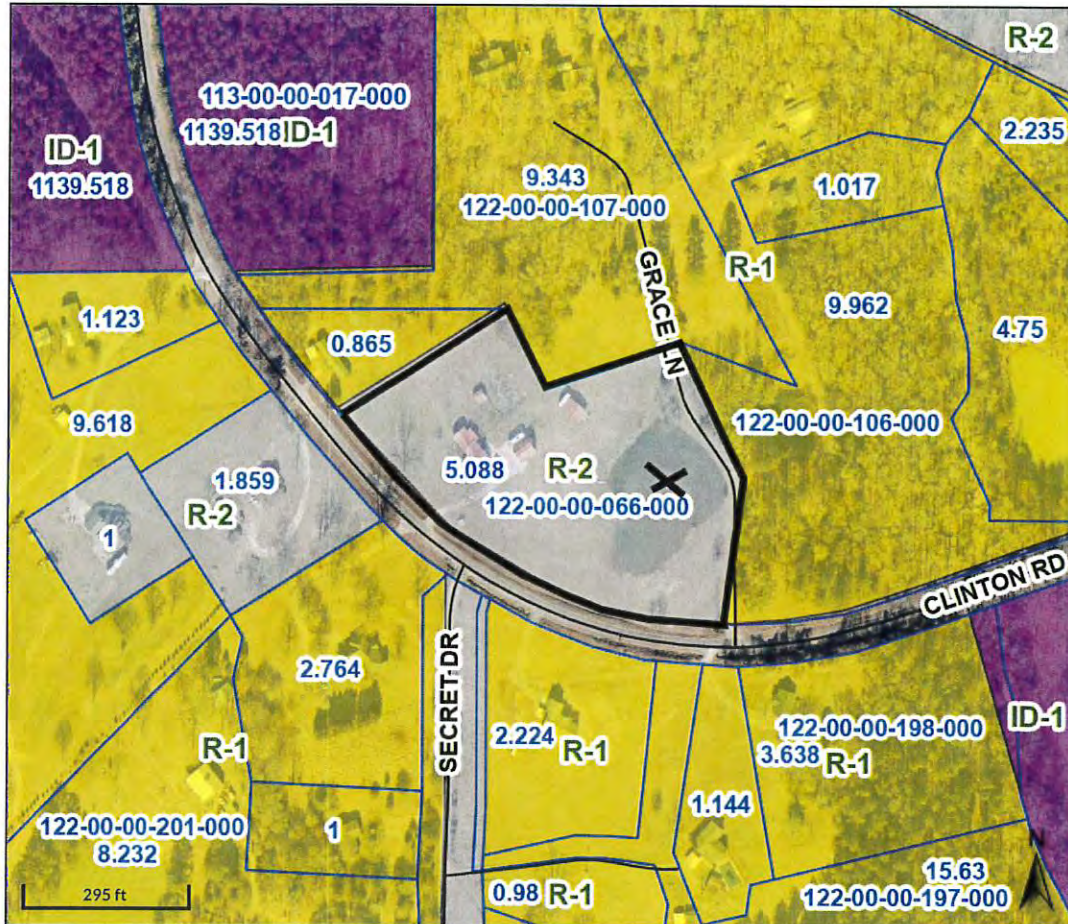
Applicant(s): Joaquim + Joanna Goncalves
Address: _____
Telephone: _____ cell _____ work _____
E-Mail Address: _____

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

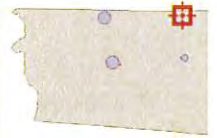
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 10-17-24
Applicant signature: [Signature] Date: 10-17-24

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



Overview



Parcel ID	122-00-00-066-000	Alternate ID	n/a	Owner Address	GONCALVES JOAQUIM - SURV
Sec/Twp/Rng	n/a	Class	RN		GONCALVES JOANNA - SURV
Property Address	2482 CLINTON RD	Acreage	5.9		1276 STONECREST BLVD
					TEGA CAY SC 29708
District	03				
Brief Tax Description	5.903 AC				
	(Note: Not to be used on legal documents)				

Date created: 10/17/2024
Last Data Uploaded: 10/17/2024 2:20:22 AM

Developed by **SCHNEIDER**
GEOSPATIAL

Current Year (2024) Changes



Search Options

[Map Number](#)

122-00-00-066-000

Real

00799693

History Year

[Name 1](#)

GONCALVES JOAQUIM - SURV

[Other Map Number](#)

Alerts

Has Additional Comments

Owner Information

Post Initials

CW

Reason for Change

Activity Date

06/12/2024

Name 2

GONCALVES JOANNA - SURV

Land Value

73,750

Address 1

1276 STONECREST BLVD

Building Value

211,200

Address 2

TEGA CAY SC

Total Market Value

284,950

Zip Code

29708

Total Tax Value

284,950

Codes

District

03

Fire Code

LA

LANDO

Town

Neighborhood

R1

RURAL 1

Subdivision

Use Class

Description

5.903 AC

Legal

[Location](#)

Street Number

2482

Street Name

CLINTON RD

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

Base

Agricultural Use

Reappraisal Notice

MCIP

Industrial Park ID

Rollback

Exempt

Scroll by: MAP#

Next Year (2025) Changes



Search Options

Map Number

122-00-00-066-000

Real

00799693

History Year

Name 1

GONCALVES JOAQUIM - SURV

Other Map Number



Find

Alerts

Has Additional Comments

Owner Information

Post Initials

CW

Reason for Change

Name 2

GONCALVES JOANNA - SURV

Activity Date

06/12/2024

Address 1

1276 STONECREST BLVD

Land Value

73,750

Address 2

TEGA CAY SC

Building Value

211,200

Zip Code

29708

Total Market Value

284,950

Total Tax Value

284,950

Codes

District

03

Fire Code

LA

LANDO

Town

Subdivision

Description

5.903 AC

Legal

Neighborhood

R1

RURAL 1

Use Class

Location

Street Number

2482

Street Name

CLINTON RD

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

Base

Agricultural Use

Reappraisal Notice

MCIP

Industrial Park ID

Rollback

Exempt

Scroll by: MAP#

Manufactured Home Appraisal Card

CARD 1 OF 2 CARDS

TAX MAP 122-00-00-066-000				TRANSFERRED FROM		DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	DATE OF SALE	SALES PRICE
GONCALVES JOAQUIM - SURV GONCALVES JOANNA - SURV 1276 STONECREST BLVD TEGA CAY SC 29708				Jayne R. Fudge		484	849	472	152	2/24/77	\$9,950
				Vergil Riley & Lucille Riley		564	116	472	152	3/24/89	\$47,000
				Linda O. Fudge		601	147	472	152	4/12/91	L&A
				Harry O. Fudge - Etal		927	17	Cab D	S-94 P-1B	10/12/06	\$1 L&A
PROPERTY LOCATION				Harry O. Fudge, Jr		1036	200	3 plats		6/2/11	Gift
Physical Address		2482 Clinton Rd		Kathy C. Fudge		1356	63	3 plat		9/21/21	Death Notice
District	3			Harry O. Fudge, Jr		1408	250	3 plats		1/9/23	\$299,900
Zoning	R-1										
LAND											
Legal Area	5.903 ac										
Number of Acres		5 ac		Manufactured Home Information				Property Description			
Per Acre Value		12,500		Make				2006 - 4ac MV - 12,000 UV - 150			
ESTIMATED MARKET VALUE				Model							
Year	Land Value	Improvement Value	Total	Year Built 1970							
2000	17,200	52,600	69,800	Serial #							
2007	22,500	75,100	85,600	Hud #							
2011	12,900	62,500	75,400	Hud #							
2021RA	12,900	78,000	90,900	Size 24 x 68							
2024ATI	62,500	211,200	273,700	Condition							
				Lot #							
REMARKS											
Sold 1 ac to 122-00-00-115-000 on 8/22/91 (See Cab B Slide 162 Pg. 1A) *3.897 ac was part of 122-00-00-017-000 on 10/12/06 (See Cab D Slide 94 P 1B) Also see Plat Book 1 Pg. 606											

CLASSIFICATION					Permit #					Date				Contract Price	
Construction		Interior		Underpinning		General Features		Classification			Floor Size			SQ. FT	
Vinyl	✓	Full Bath	2	Vinyl		HVAC	✓	Excellent							
Metal		Half Bath		Brick	✓	Fireplace	✓	Very Good							
		Bedrooms	4	Hardie Board				Good			1st			1,800	
		Rooms		Other				Average		✓					
								Fair							
								Poor							
Year		SQ. FT	RATE =	1st Cost +	Additions =		Rep. Cost	Dep.	Econ. Obs		Market Value		Assessment		
1993		1,675	29.26	49,011	4,505		53,516	25			40,137				
2000		1,675	35.91	60,149	6,202		66,351	25			49,763				
2021RA		1,675	54.86	91,891	8,319		100,210	25			75,157				
2024ATI		1,800	62.23	112,014	17,373		129,387	15	+70		186,964				

Remarks	Year Built	1970	Sketch
2023 A/C - 1,632 sq ft FP - 1 Bath - 1 Porches - 164 sq ft Imp # 2 24 x 30 Garage w/ 2nd story Imp # 3 11 x 16 Shed W/ 8 x 11 Lean Too Imp # 4 36 x 20 Metal Carport			

RESIDENTIAL APPRAISAL CARD

SOUTH CAROLINA

COUNTY Chester

CARD _____ OF _____ CARDS

122-0-0-66

TAX MAP <u>122-0-0-66</u>		DISTRICT <u>11</u> <u>3</u>		DATE OF APPRAISAL				APPRAISER		
122-00-00-066-000 GONCALVES JOAQUIM - SURV GONCALVES JOANNA - SURV 1276 STONECREST BLVD TEGA CAY SC 29708		TRANSFERRED FROM		Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE
		<u>JAYNE R. Fudge</u>		<u>484</u>	<u>849</u>	<u>3 AC.</u>	<u>472</u>	<u>152</u>	<u>2-24-77</u>	<u>\$9,950</u>
		<u>Verdell R. Riley & Lucille R. Riley</u>		<u>564</u>	<u>116</u>	<u>3 ac</u>			<u>3-24-89</u>	<u>\$47,000</u>
		<u>inda O Fudge</u>		<u>601</u>	<u>147</u>	<u>3 ac</u>			<u>4-12-91</u>	<u>\$14,400</u>
		<u>Harry O. Fudge - Etal</u>		<u>927</u>	<u>17</u>	<u>3.897 ac</u>	<u>594</u>	<u>P1B</u>	<u>10-12-06</u>	<u>\$1.00</u>
Owner's Name and Address		<u>Harry O Fudge Jr</u>		<u>1036</u>	<u>200</u>	<u>6 ac</u>			<u>6-2-11</u>	<u>Gift</u>
PROPERTY LOCATION		GENERAL								
St., Rt. & No. <u>Rd. 5-12-609</u>		Yr. Built		<u>1354</u> <u>6m3</u>				<u>9/21/29</u> <u>Death Notice</u>		
City		Economic Life		<u>1408</u> <u>250</u> <u>5.897</u>				<u>1/9/23</u> <u>\$299,900</u>		
Use		Condition		Model				G. M. M.		
Subdivision		Quality		Yr. Built				Indicated Value		
Legal Description		Annual Rent		Condition						
<u>Joint tenants</u>		Bldg. Permit		Size						
		Mort.		File No.						
STANDARD CLASSIFICATION		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	FRONT	DEPTH	REAR	OTHER		
Number of Acres <u>2007</u> <u>6 ac</u>		Number of Lots		Remarks & Description <u>6c 4ac x 43 = 172 R 150</u> <u>2006</u> <u>4ac</u> <u>12,000 MV</u> <u>150 UV</u> <u>\$3.897 ac was part of 122-0-0-17 on 10-12-06</u> <u>1979 INC. 8,800</u>						
Per Acre Value <u>3000</u>		Number of Front Ft.								
Value for Acres		Per Lot Value								
Returned Area <u>2007</u> <u>200</u>		Per Front Ft. Value								
Legal Area <u>243.897</u> <u>200</u>		Value for Lots								
Planimetered Area <u>5.897</u> <u>240</u>		Value for Fr. Ft.								
Total Land Value										
ESTIMATED MARKET VALUE										
	Land Acres or Lots	Improvement	Total							
Number	<u>LOT</u>	<u>21,000</u>	<u>69,800</u>							
Cost Approach	<u>17,200</u>	<u>32,600</u>	<u>49,800</u>							
Market Approach	<u>12,900</u>	<u>52,400</u>	<u>65,300</u>							
Income Approach	<u>22,500</u>	<u>45,100</u>	<u>67,600</u>							
Correlated Value										
Assessed <u>2011</u> %	<u>12,900</u>	<u>62,500</u>	<u>75,400</u>							
Reviewed by		Date								

Sold 1 ac. to 122-0-0-115 8-22-91



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

Issued to:

JACK CALVES

2482 CLINTON ROAD
EDGEMOOR, SC 29712

Receipt No. 8801

Date 10/17/2024
Cashier shudson

Payment Items

Map Amendment rezoning application

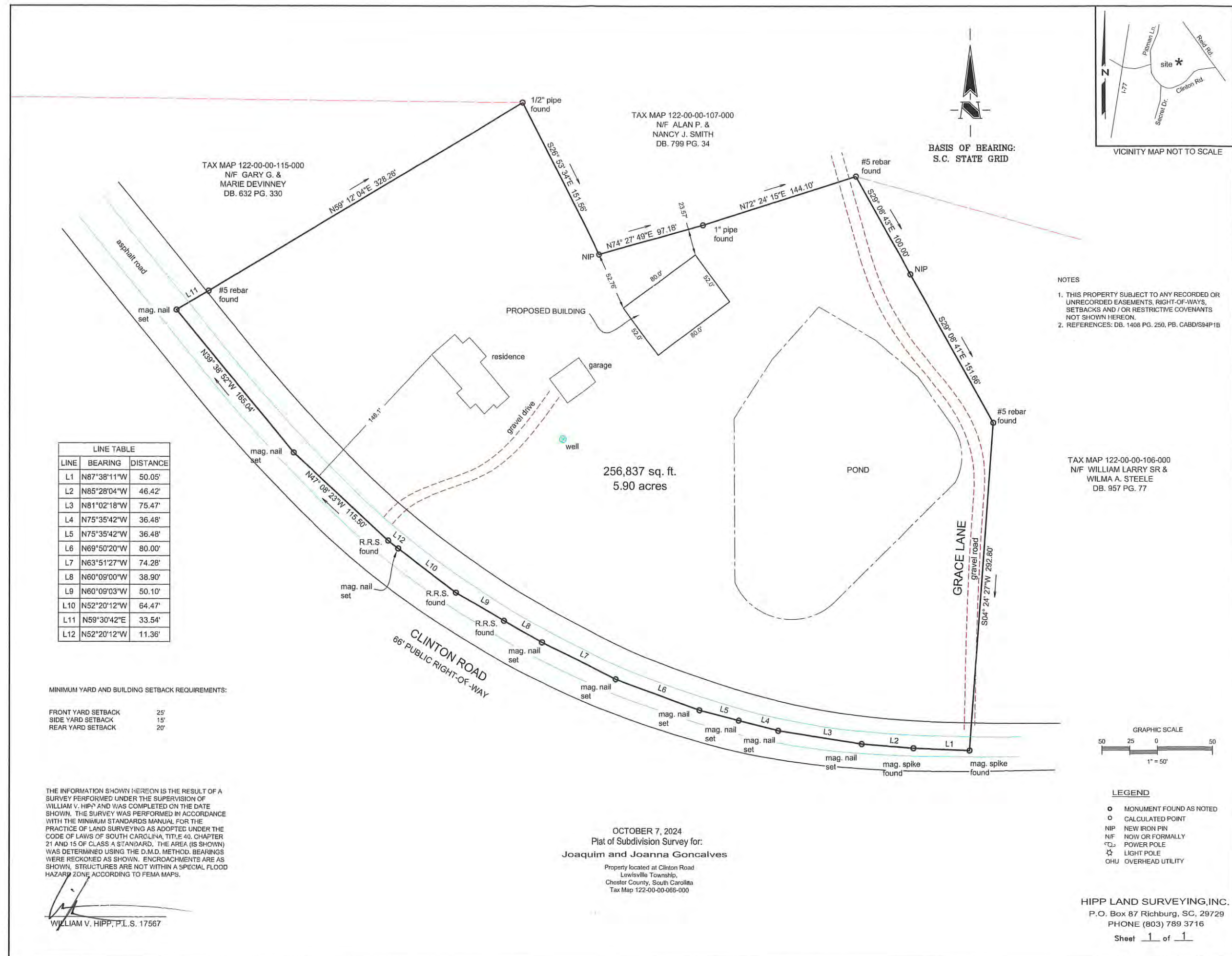
\$150.00

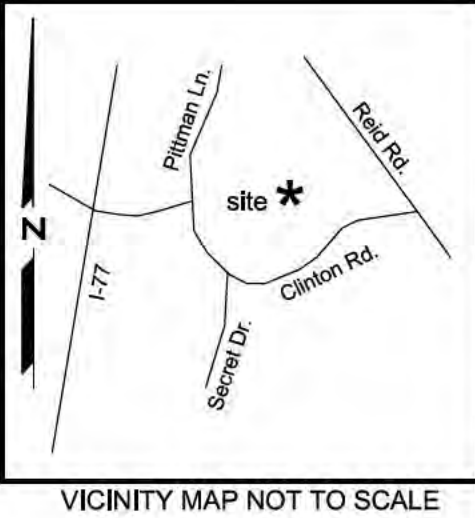
\$150.00

Form of Payment

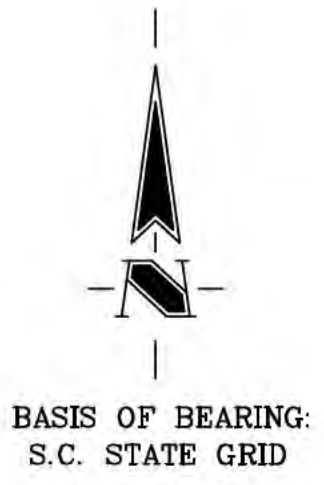
Credit Card \$150.00
\$150.00

Thank you for your payment.



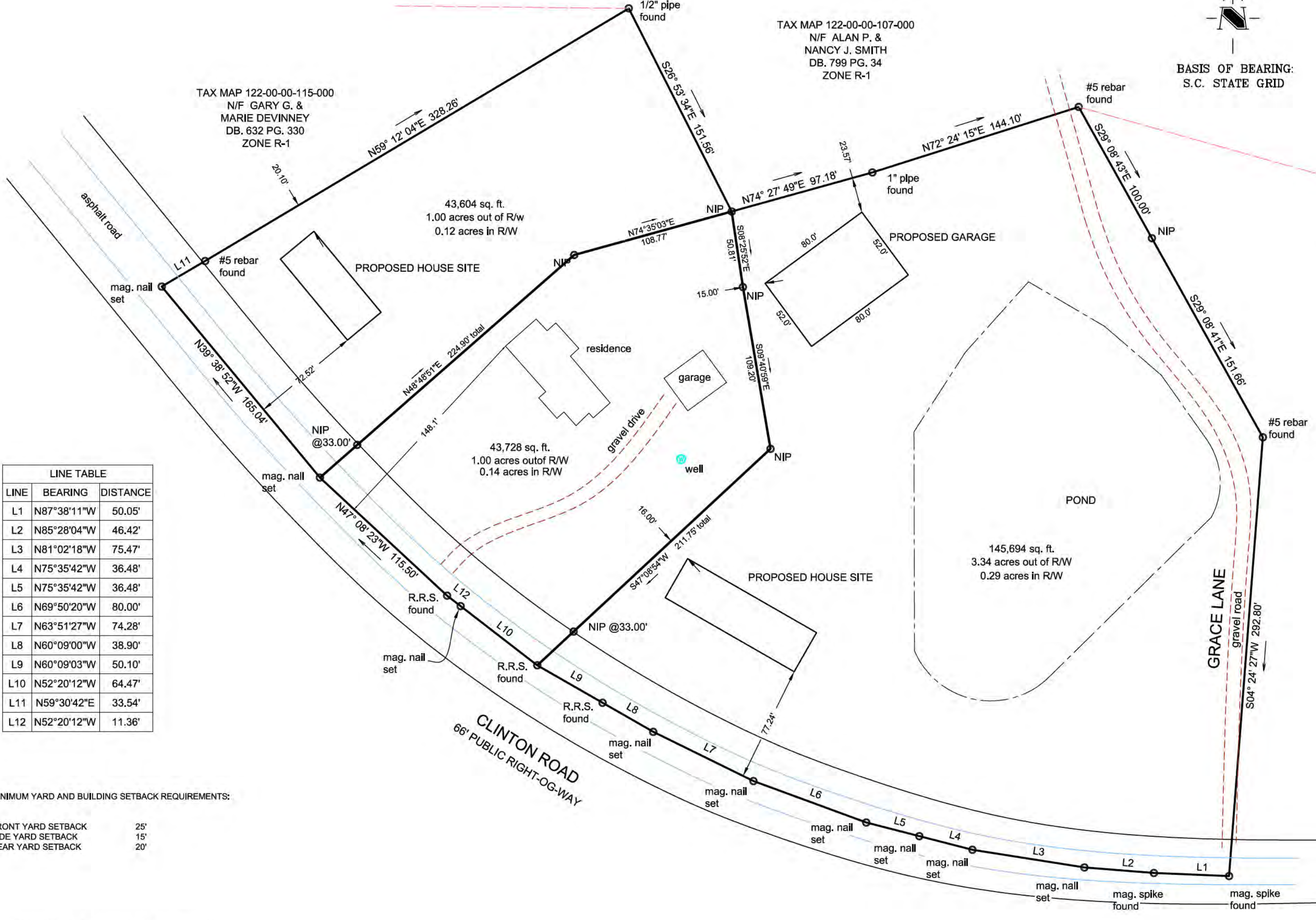


VICINITY MAP NOT TO SCALE



- NOTES
1. THIS PROPERTY SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENTS, RIGHT-OF-WAYS, SETBACKS AND / OR RESTRICTIVE COVENANTS NOT SHOWN HEREON.
 2. REFERENCES: DB. 1408 PG. 250, PB. CABD/S94P1B
 3. THE PURPOSE OF THIS MAP IS TO SUBDIVIDE TAX MAP 122-00-00-066-000

TAX MAP 122-00-00-106-000
N/F WILLIAM LARRY SR &
WILMA A. STEELE
DB. 957 PG. 77
ZONE R-1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°38'11"W	50.05'
L2	N85°28'04"W	46.42'
L3	N81°02'18"W	75.47'
L4	N75°35'42"W	36.48'
L5	N75°35'42"W	36.48'
L6	N69°50'20"W	80.00'
L7	N63°51'27"W	74.28'
L8	N60°09'00"W	38.90'
L9	N60°09'03"W	50.10'
L10	N52°20'12"W	64.47'
L11	N59°30'42"E	33.54'
L12	N52°20'12"W	11.36'

MINIMUM YARD AND BUILDING SETBACK REQUIREMENTS:

FRONT YARD SETBACK	25'
SIDE YARD SETBACK	15'
REAR YARD SETBACK	20'

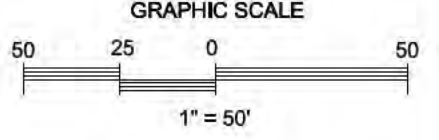
THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY PERFORMED UNDER THE SUPERVISION OF WILLIAM V. HIPPI AND WAS COMPLETED ON THE DATE SHOWN. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED UNDER THE CODE OF LAWS OF SOUTH CAROLINA, TITLE 40, CHAPTER 21 AND 15 OF CLASS A STANDARD. THE AREA (IS SHOWN) WAS DETERMINED USING THE D.M.D. METHOD. BEARINGS WERE RECKONED AS SHOWN. ENCROACHMENTS ARE AS SHOWN. STRUCTURES ARE NOT WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO FEMA MAPS.

Plat of Subdivision Survey for:
Joaquim and Joanna Goncalves

Property located at Clinton Road
Lewistown Township,
Chester County, South Carolina
Tax Map 122-00-00-066-000

Jan. 8, 2025

WILLIAM V. HIPPI, P.L.S. 17567



LEGEND

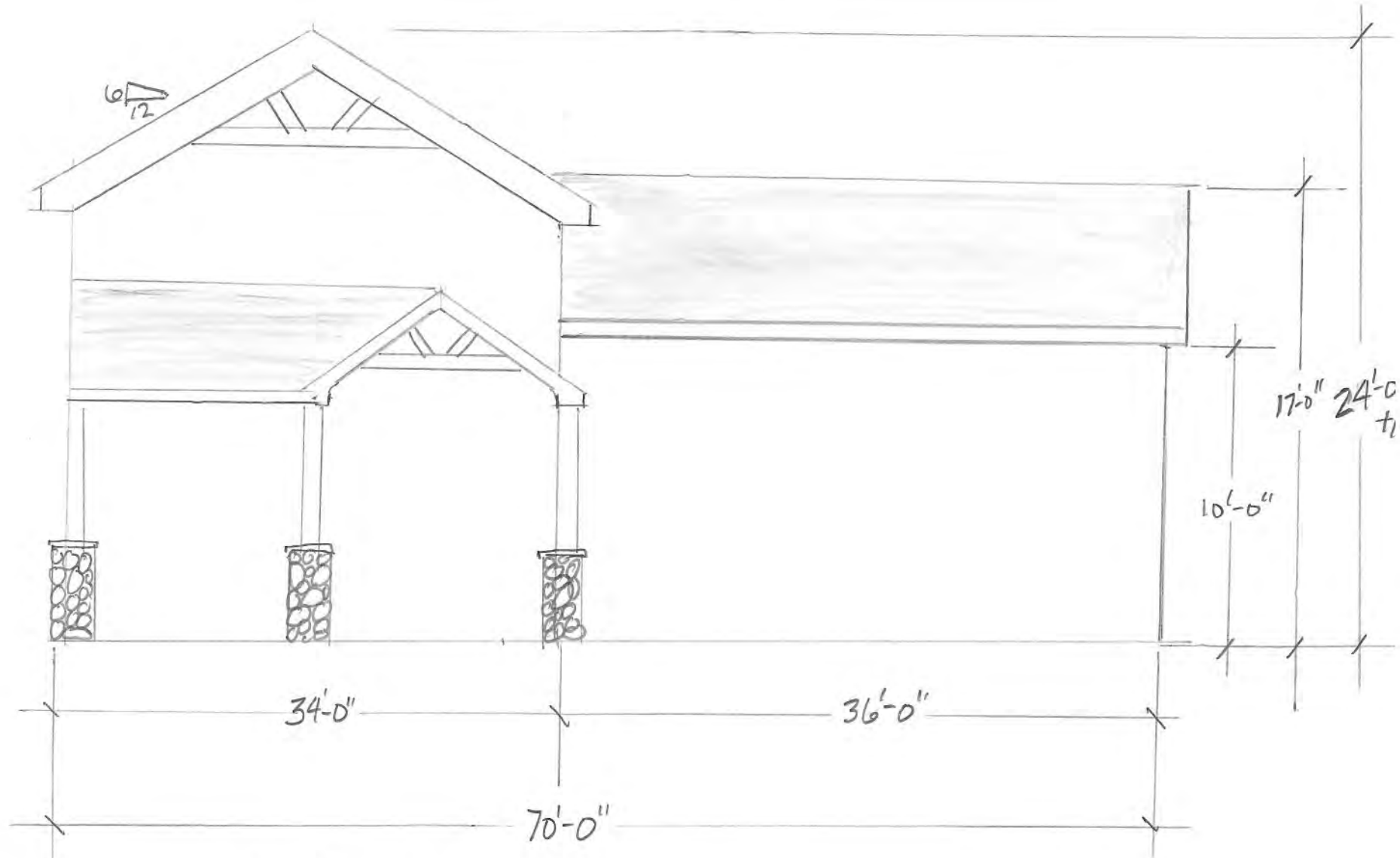
- MONUMENT FOUND AS NOTED
- CALCULATED POINT
- NIP NEW IRON PIN
- N/F NOW OR FORMALLY
- ⊕ POWER POLE
- ☆ LIGHT POLE
- OHU OVERHEAD UTILITY

HIPP LAND SURVEYING, INC.

P.O. Box 87 Richburg, SC, 29729
PHONE (803) 789 3716

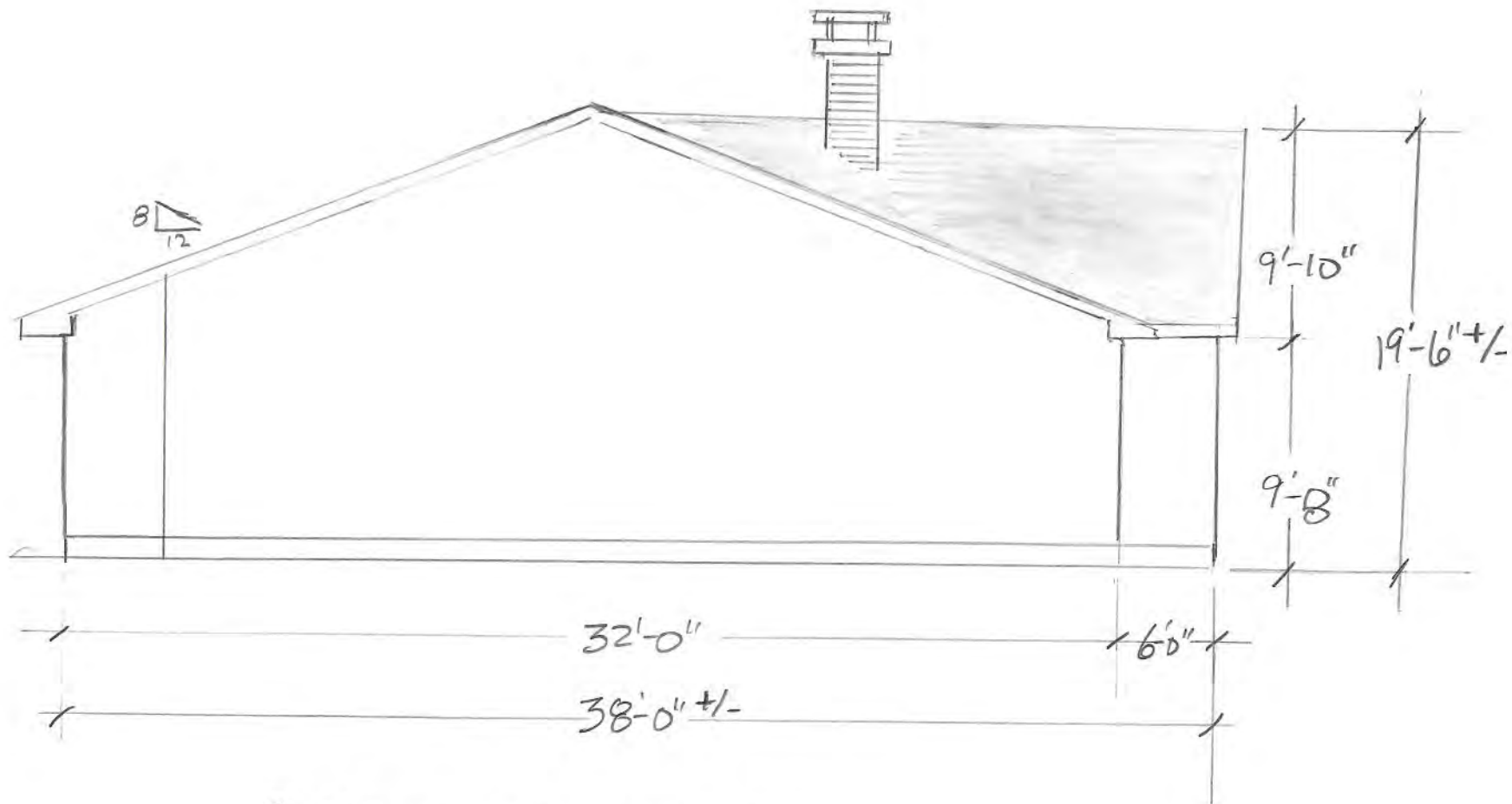
PROPOSED TWO STORY RESIDENCE
Approx: 2000 #

2482 CLINTON RD
EDGEMOORE, SC.



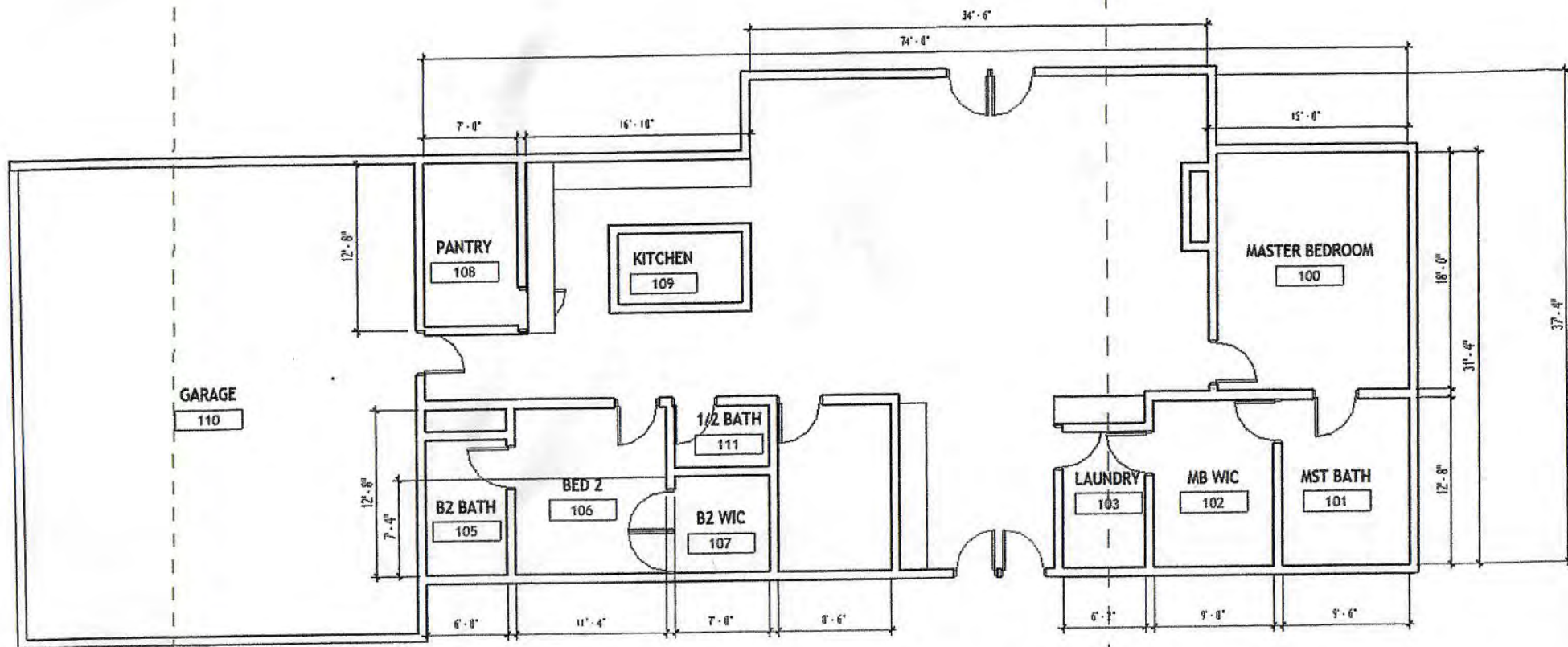
PROPOSED ONE STORY RESIDENCE
APPROX. SQ. FT. = 2500 $\pm$

2482 CLINTON RD.
EDGEMOORE, SC.



R. SIDE ELEVATION

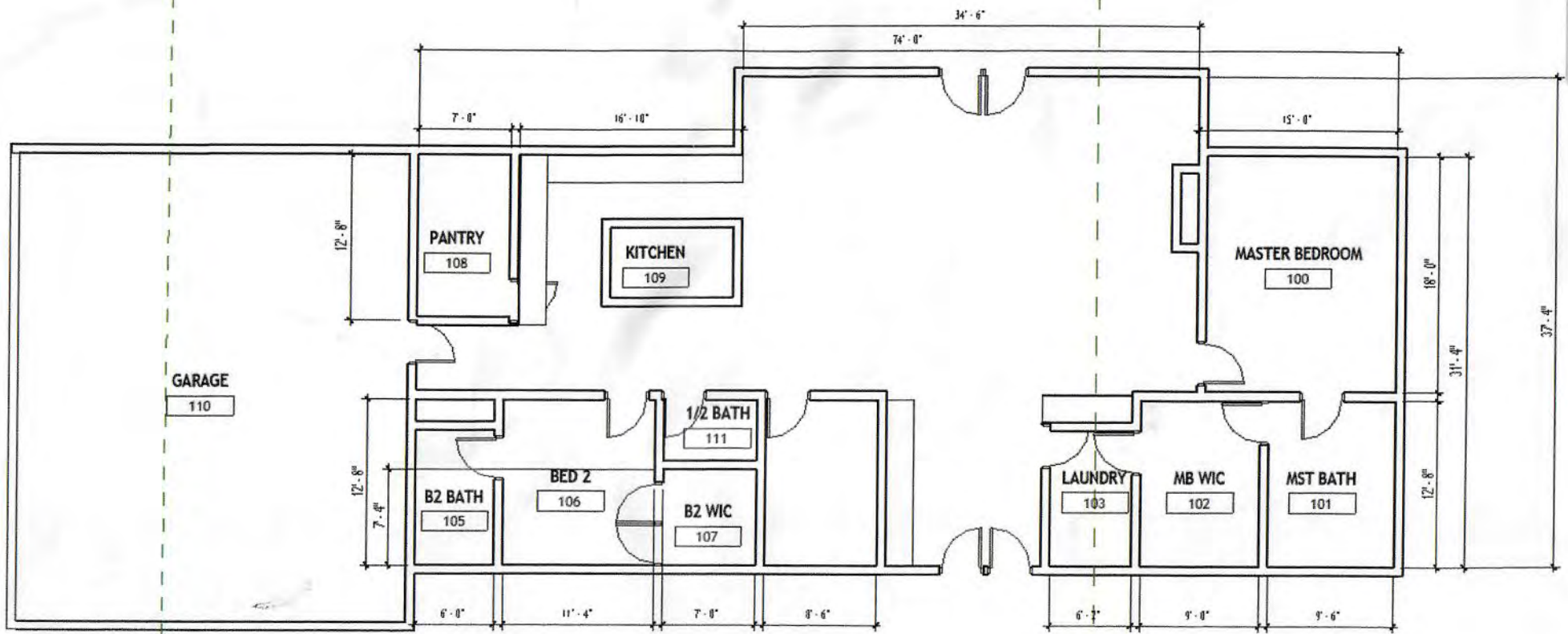
NTS



Floor Layout
File of House
Set Back Lines

Chester county
Town and county

mitrcos Primacore @ Yahoo.com





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: 12-17-24 Case # CCMA24-17 Invoice # 8819

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

Please give your reason for this rezoning request:

This rezoning request is to facilitate development of a residential neighborhood within a single commercial lot parcel.

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: 2228 J.A. Cochran Bypass Chester, SC

Tax Map Number: 079-01-17-018-000 Acres: ± 1.47

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

PLEASE PRINT:

Applicant(s): Vista Resources, LLC

Address: 604 Georgia Ln Rock Hill, SC 29730

Telephone: 803-316-5473 cell _____ work _____

E-Mail Address: brady@sanfordenterprises.net

Owner(s) if other than applicant(s): One Oak Holdings, LLC and Carolina Commercial and Construction Funding, LLC

Address: 1224 Pickens St Columbia SC 29201

Telephone: 803-404-8351 cell _____ work _____

E-Mail Address: max@selandbrokerage.com

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

Owner's signature: [Signature] Date: 7/30/24

Applicant signature: [Signature] Date: 7/30/2024

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

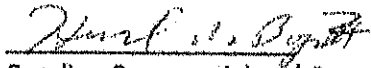
Owner Permitting Authorization

We, the owners of One Oak Holdings, LLC and Carolina Commercial and Construction Funding, LLC, are the owners of the 43.75 +/- acres located at 2228 J. A. Cochran Bypass in Chester County, SC. We hereby authorize and encourage Vista Resources, LLC to apply to the County for re-zoning and subdivision of Chester County Tax Map #s 079-01-17-013-000, 079-01-17-018-000, and 078-01-01-034-000.

Thank you,



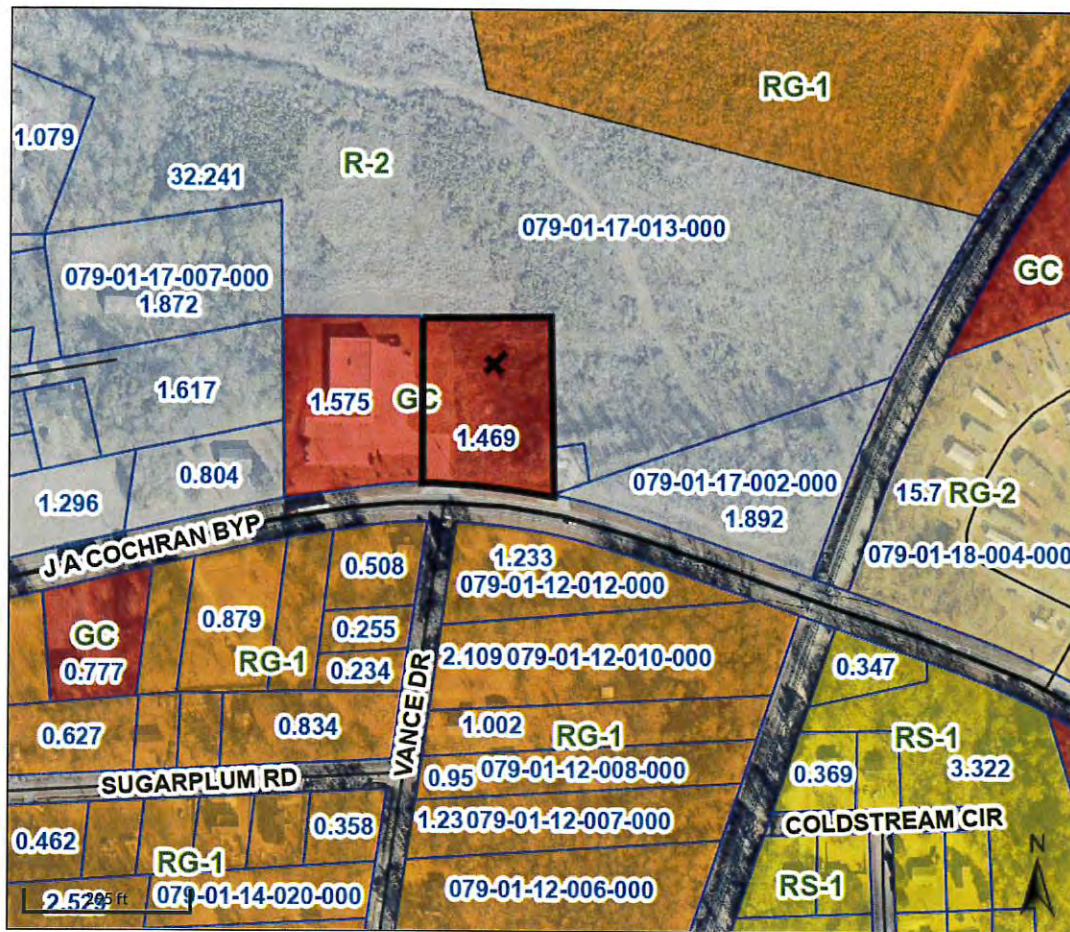
One Oak Holdings, LLC
Property Owner



Carolina Commercial and Construction Funding, LLC
Property Owner



Chester County, SC



Overview



Parcel ID	079-01-17-018-000	Alternate ID	n/a	Owner Address	ONE OAK HOLDINGS LLC 80%
Sec/Twp/Rng	n/a	Class	RN		CAROLINA COMMERCIAL CONST.20%
Property Address	2228 J A COCHRAN BYP	Acreage	n/a		1224 PICKENS STREET
					COLUMBIA SC 29201
District	02				
Brief Tax Description	PARCEL B				
	(Note: Not to be used on legal documents)				

Date created: 11/19/2024
Last Data Uploaded: 11/19/2024 2:34:41 PM

Developed by  SCHNEIDER
GEOSPATIAL

Current Year (2024) Changes



Search Options

Map Number	079-01-17-018-000	Real	00049478	History Year		
Name 1	ONE OAK HOLDINGS LLC 80%			Other Map Number		

Find

Alerts

Has Additional Comments

Owner Information

Post Initials	T1	Reason for Change		Activity Date	07/11/2022
Name 2	CAROLINA COMMERCIAL CONST.20%			Land Value	60,000
Address 1	1224 PICKENS STREET			Building Value	
Address 2	COLUMBIA SC			Total Market Value	60,000
Zip Code	29201			Total Tax Value	60,000

Codes

District	02	Fire Code	
Town		Neighborhood	
Subdivision		Use Class	
Description	PARCEL B		
Legal			
Location	Street Number	Street Name	Suffix
			Direction

Additional Information

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

Scroll by: MAP#

Next Year (2025) Changes



Search Options

[Map Number](#)

079-01-17-018-000

Real

00049478

History Year

[Name 1](#)

ONE OAK HOLDINGS LLC 80%

[Other Map Number](#)

Find

Alerts

Has Additional Comments

Owner Information

Post Initials

T1

Reason for Change

Activity Date

07/11/2022

Name 2

CAROLINA COMMERCIAL CONST.20%

Land Value

60,000

Address 1

1224 PICKENS STREET

Building Value

Address 2

COLUMBIA SC

Total Market Value

60,000

Zip Code

29201

Total Tax Value

60,000

Codes

District

02

Fire Code

Town

Neighborhood

Subdivision

Use Class

Description

PARCEL B

Legal

[Location](#)

Street Number

Street Name

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

☐

Base

Agricultural Use

Reappraisal Notice

MCIP

☐

Industrial Park ID

Rollback

Exempt

☐

Scroll by: MAP#

RESIDENTIAL APPRAISAL CARD

CARD 1 OF 1 CARDS

TAX MAP 079-01-17-018-000				TRANSFERRED FROM		DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	DATE OF SALE	SALES PRICE
ONE OAK HOLDINGS LLC 80% CAROLINA COMMERCIAL COMSTRUCTION FUNDING LLC 20% 1224 PINCKENS STREET COLUMBIA SC 29201				HINCKLEY GAUVAIN LLC		1316	126	2 TR		08/07/20	\$150,000
				PATTON DEVELOPMENT SC LLC		1336	236	3 TR		03/23/21	\$10.00
				WREN P LLC		1371	7	2 TR		1/25/22	\$170,000
				WREN P LLC		1377	215	3 TR		03/23/22	CORR DEED
PROPERTY LOCATION											
Physical Address											
District 02											
Zoning											
LAND											
Legal Area 1.43AC PARCEL B											
Number of Acres 1 LOT				PROPERTY DESCRIPTION							
Per Acre Value											
ESTIMATED MARKET VALUE											
Year	Land Value	Improvement Value	Total								
2021	20000		20000								
REMARKS				WAS PART OF 079-01-17-013-000 FOR 2021 SPLIT THIS PARCEL OUT DUE TO PLAT CAB E SLIDE 85 PAGE 7 FOR 2021							

[illegible]



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

Issued to:

Brady Sanford
Vista Resources, LLC
804 Peoria Lane
Rock Hill, SC 29730

Receipt No. 8819

Date 10/22/2024
Cashier ichappell

Payment Items

Map Amendment Rezoning 3 parcels to PD

\$3,000.00

\$3,000.00

Form of Payment

Check	1059	\$3,000.00
		\$3,000.00

Thank you for your payment.



South Carolina
Department of Transportation

Cherokee County
Chester County
Chesterfield County
Fairfield County
Lancaster County
Union County
York County

October 08, 2024

Katelyn Love, PE, PTOE
Access Engineering LLC
1424 Harbor Mist Court
Charleston, South Carolina 29492

RE: J A Cochran Bypass Tract
Traffic Impact Study
Chester County

Dear Ms. Love,

Thank you for allowing us to review the Traffic Impact Study regarding the site on J A Cochran Bypass (SC Highway 97) and Lodge Street (O.S.). The Department provides these comments.

TIA Recommendations

J A Cochran Bypass (SC 97) & Vance Drive/Dollar General/Site Access #1

- The Dollar General access will need to provide proper turning radii for a WB 62 vehicle.

SCDOT General Comments

- Access locations shall not be considered approved until all requirements of the SCDOT ARMS manual are met during the encroachment permit application process.
- The modification of the Dollar General driveway into a street will require a SCDOT encroachment permit.
- The final draft of the TIS must be signed and sealed by a PE registered in SC.

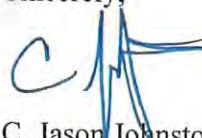
Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. We look forward to the project proceeding to the encroachment permit process. At that time, all geometrical features, pavement designs, etc., will be reviewed by the appropriate office. If you have any additional questions or concerns, please contact the District 4 Permit Office at (803) 377-4155.

District Four Engineering
Post Office Box 130
1232 JA Cochran Bypass
Chester, SC 29706
803-377-4155 | 803-581-0156 Fax



www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2368)

Sincerely,



C. Jason Johnston, P.E.
District 4 Engineering Administrator

CJJ/dib

cc: Jeremy L. Ward, Chester County
Dennis Moore, Resident Maintenance Engineer, Chester County

File: D4/PO/ACL

District Four Engineering
Post Office Box 130
1232 JA Cochran Bypass
Chester, SC 29706
803-377-4155 | 803-581-0156 Fax



www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2368)



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

Solving the water needs of tomorrow, today.

WATER AVAILABILITY REQUEST FORM (For Informational Purposes)

Date: 10/8/2024

A. **Owner/Developer:** Brady Sanford Phone# 803-684-3390
Address: 1224 Pickens St Columbia SC E-mail awood@comporium.net
Owner Engineer: Joel E Wood & Assoc Phone# 803-684-3390
Address: Andrew Wood P.O. Box 296 clover SC E-mail awood@jewood.org

B. Development/Project Name: _____
Development/Project Location: JA Cochran bypass and vance dr
Parcel Number: 079-01-17-013-000,078-01-01-034-000,079-01-17-018-000

C. Type of Development

☒ Residential ☐ Multi-Family ☐ Commercial ☐ Industrial ☐ Institutional

Type of Business: _____ Number of Units: 114
Building Area (SQ FT): _____ Anticipated Water Capacity Required (GPM) 31.6

District Use Only

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

1. Capacity to provide service:

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

2. Availability of Domestic Water Service

- ☐ Water will be provided by service connection to an existing _____ inch water main located along _____ and is approximately _____ feet from the site.
☒ Water service is available after the following improvements are completed:
☒ 280 feet of 6 inch water mains on Lodge st to reach the site;
☒ The construction of a distribution system on the site;
☒ Other Describe: 250' +/- of appropriate sized water main to tie into 12" DIP on Old York Rd

3. Availability of water for firefighting:

- ☐ The nearest fire hydrant is located at _____ and is within _____ feet of the property.
☒ Fire flow capacity is not available and shall be extended. **To be included on site**

Approved By: Jackie Hinson Engineer Associate Date: 10/9/2024
District Engineer

VIA Electronic Mail



October 15, 2024

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

Re: Chester Sewer District
Wastewater Availability Letter
for NPDES Permit # SC0036056

To Whom It May Concern:

The purpose of this correspondence is to serve as confirmation that Chester Sewer District (d/b/a) Chester County Wastewater Recovery (CWR) has wastewater service in proximity site for one-hundred fourteen (114) proposed residential units for the property located on JA Cochran Bypass and Vance Drive in Chester, South Carolina. The tax map numbers for the aforementioned lots are as follows:

- 079-01-17-018-000
- 079-01-17-013-000 and
- 078-01-01-034-000.

Please note, this is not a willingness and ability to serve letter. Issuance of willingness and ability letter(s) are subject to the following conditions:

- Payment of all applicable CWR tap and capacity fees.

Again, this correspondence serves as confirmation CWR has wastewater service in proximity site located at JA Cochran Bypass and Vance Drive in Chester, South Carolina

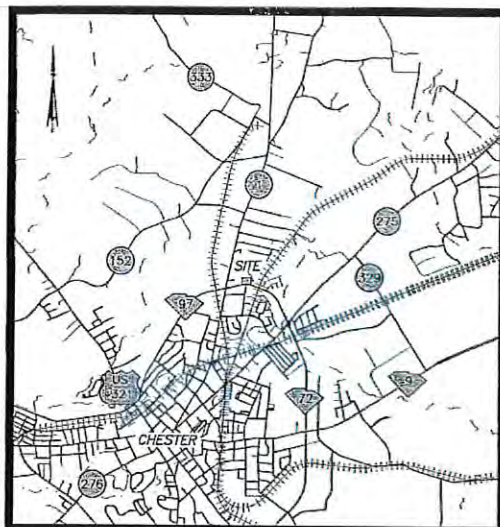
If you require additional information, please call me at (803) 377-3541.

Sincerely,

Chester County Wastewater Recovery


Phillip A. Thompson-King
Executive Director

Cc: J. Michael Hunter, Maintenance Superintendent, CWR
Tony Young, Wastewater Operations Superintendent, CWR
Joel Manning, Finance Analyst and Manager, CWR
J A Cochran Sudvision
File



LOCATION SKETCH
SCALE: 1 INCH = 1 MILE

GEODETIC AND SC STATE GRID
POINT DATA

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

POINT NUMBER: 552
SC GRID COORDINATES
NORTH: 1,052,486.62'
EAST: 1,939,388.10'
GEODETIC COORDINATES:
LATITUDE: N 34°43'32.97151"
LONGITUDE: W 81°12'06.16567"

POINT NUMBER: 1503
SC GRID COORDINATES
NORTH: 1,052,796.60'
EAST: 1,939,830.17'
GEODETIC COORDINATES:
LATITUDE: N 34°43'36.04615"
LONGITUDE: W 81°12'00.87657"

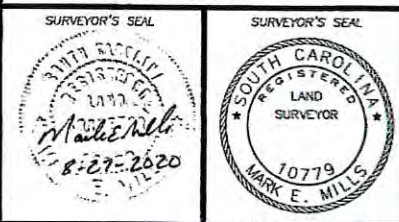
COORDINATE DERIVATION: GNSS
COMBINED REDUCTION FACTOR: 0.999942241
MEASUREMENTS SHOWN ARE FIELD SURVEY DISTANCES.
NOTE: THIS TIE DATA TO BE USED FOR LOCATION ONLY.

LEGEND

- ADJOINING PROPERTY LINE
- GAS LINE
- OVERHEAD ELECTRIC LINE
- FENCE
- CENTERLINE
- RIGHT-OF-WAY
- PROPERTY CORNER
- GUY ANCHOR
- POWER POLE

NOTES:

- ACCORDING TO F.I.R.M. COMMUNITY PANEL # 450047 0202 G, AND # 450048 0202 G, BOTH DATED SEPTEMBER 16, 2011 THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", AND IS NOT IN A SPECIAL FLOOD HAZARD ZONE.
- THE PROPERTY SHOWN HEREON AS PARCELS "A" AND "B" HAS BEEN REZONED FROM R2 TO GC (GENERAL COMMERCIAL). REFERENCE APPLICATION # CCMA20.02 AND LETTER OF MIKE LEVISTER, ZONING ADMINISTRATOR, DATED AUGUST 18, 2020.
- NO PRINT OR ELECTRONIC COPY OF THIS PLAT IS CERTIFIED BY GLENN ASSOCIATES SURVEYING, INC. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND IMPRESSION SEAL OF THE RESPONSIBLE SURVEYOR SHOWN HEREON.



REF. 14807

CARLOS JERMAINE
MCGRAW, SR.
TMS# 079-01-17-007-000
DEED: BOOK 1203 PAGE 48

MELVOYD
STRINGFELLOW
TMS# 079-01-17-003-000
DEED: BOOK 475 PAGE 198
TOMMY LEE DAVIS
& PATRICIA M. DAVIS
TMS# 079-01-17-015-000
DEED: BOOK 493 PAGE 569
PLAT: BOOK 493 PAGE 568

20200901110832
FILED FOR RECORD IN
CHESTER COUNTY SC
SUE M. CARPENTER, CLERK OF COURT
10-27-2020 AT 12:30:39 PM.
PLAT
25.00
Volume 885 Page 7

PATTON DEVELOPMENT SC, LLC

TMS# 079-01-17-013-000 (REMAINDER)
DEED: BOOK 1316 PAGE 126
DEED: BOOK 1253 PAGE 299
DEED: BOOK 1138 PAGE 264
PLAT: BOOK 476 PAGE 488
PLAT: CABINET D SLIDE 187 PAGE 84

PT-PT	CHORD	DELTA	RADIUS	L-ARC
568-563	N 82°47'48" W 147.97'	07°02'03" LT.	1206.05'	148.06'
572-784	N 87°06'34" W 33.07'	01°35'27" LT.	1191.05'	33.07'
784-552	S 85°30'34" W 273.43'	13°10'58" LT.	1191.05'	274.04'
784-786	N 89°06'27" W 50.01'	02°24'21" LT.	1191.05'	50.01'
786-552	S 84°18'04" W 223.70'	10°46'37" LT.	1191.05'	224.03'

PT-PT	BEARING	DISTANCE
552-175	N 00°46'17" W	134.56'
175-178	N 00°37'03" W	152.45'
178-1502	N 00°57'58" W	23.01'
1502-781	N 89°59'59" E	226.43'
781-782	S 00°00'01" E	215.04'
782-786	S 00°00'01" E	72.74'
786-552	SEE CURVE TABLE	

PT-PT	BEARING	DISTANCE
784-786	SEE CURVE TABLE	
786-782	N 00°00'01" W	72.74'
782-781	N 00°00'01" W	215.04'
781-785	N 89°59'59" E	50.00'
785-1503	N 89°59'59" E	169.51'
1503-1504	S 00°59'01" W	221.29'
1504-765	S 11°44'43" E	4.36'
765-766	S 11°44'43" E	50.00'
766-568	S 11°44'43" E	19.75'
568-563	SEE CURVE TABLE	
563-572	S 03°41'11" W	15.00'
572-784	SEE CURVE TABLE	

PT-PT	BEARING	DISTANCE
784-786	SEE CURVE TABLE	
786-782	N 00°00'01" W	72.74'
782-783	N 89°59'59" E	50.00'
783-784	S 00°00'01" E	73.52'

DOMINION ENERGY CAROLINA
GAS TRANSMISSION (CAROLINA
PIPELINE COMPANY, INC.)
TMS# 079-01-17-014-000
DEED: BOOK 489 PAGE 225
DEED: BOOK 392 PAGE 520
PLAT: BOOK 392 PAGE 522

TODD M. BERNARD
TMS# 079-01-17-002-000
DEED: BOOK 1222 PAGE 7
DEED: BOOK 1222 PAGE 4
DEED: BOOK 1106 PAGE 188
PLAT: BOOK 181 PAGE 332

The subdivision plat shown herein has been filed to comply with the Chester County Subdivision Regulations and has been APPROVED FOR RECORDING in the office of the Clerk of Court of Chester County, South Carolina.
10-26-20

J.A. COCHRAN BYPASS
S.C. HIGHWAY 97
SCDOT REFERENCE DOCKET NO.: 12.458 SHEETS 21 & 22

DRAWING BY PARKER D. LESLIE/TOMMY L. MADDALENA

NO.	DATE	DESCRIPTION	CHECKED

SUBJECT PROPERTY REFERENCES
TMS# 079-01-17-013-000
DEED: BOOK 1316 PAGE 126
DEED: BOOK 1253 PAGE 299
DEED: BOOK 1138 PAGE 264
PLAT: BOOK 476 PAGE 488
PLAT: CABINET D SLIDE 187 PAGE 84

SUBDIVISION SURVEY FOR
PATTON DEVELOPMENT SC, LLC
LOCATED APPROXIMATELY 1.6 MILES NORTHEAST
OF THE CITY OF CHESTER
CHESTER COUNTY, SOUTH CAROLINA
AUGUST 27, 2020
SCALE: 1 INCH = 50 FEET

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

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

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

14800-SUBDIVISION-3

DEVELOPER: (SAME AS OWNER)
PROPERTY OWNER: ONE OAK HOLDINGS LLC
1224 PICKENS STREET
COLUMBIA, SC 29201
PHONE NUMBER : 704-810-2000
CONTACT :

ZONING DISTRICT: PD
SINGLE FAMILY USE
CITY PARK

LAND USE : EXISTING - VACANT
PROPOSED - RESIDENTIAL

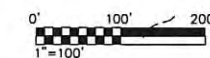
TOTAL SITE AREA : 45.091 ACRES
PUBLIC OPEN SPACE AREA : 12.53 AC
COMMUNITY PARK SPACE: 3.55 AC
TOTAL OPEN SPACE: 16.08 AC (35.66 %)
TOTAL R/W AREA : 6.27 ACRES

SETBACKS:
FRONT YARD - 25 FT.
SIDE YARD 1 - 10 FT.
SIDE YARD ROAD - 10 FT.
REAR YARD INTERIOR LOT - 20 FT.
REAR YARD EXTERIOR LOT - 50 FT. FROM
ADJACENT PROPERTY

LODGE STREET EXT. - 554 FT.
 ROAD A - 1,076 FT.
 ROAD B - 475 FT.
 ROAD C - 958 FT.
 ROAD D - 1,090 FT.
 ROAD E - 889 FT.
 TOTAL ROAD: 4,488 FT.

[illegible]

-G-	EX. GAS
-B-	PROP. WATER
-SS-	PROP. SEWER
-SS	EX. SEWER
R/W	ROAD RIGHT OF WAY
---	ADJOINING PROPERTY LINES
---	PROPOSED PROPERTY LINE
---	STREAM
---	EX. CONTOUR LOW
---	EX. CONTOUR HIGH
	WETLANDS
	FUTURE WATER QUALITY/DETENTION PONDS (MAINTAINED BY HOA)
	UNDISTURBED STREAM BUFFER (MAINTAINED BY HOA)
	OPEN SPACE (MAINTAINED BY HOA)
	PUBLIC PARK (DEDICATED TO THE COUNTY)



APPROVALS		PREPARED BY		SEALS		PROJECT		SHEET TITLE		NO.		DATE		REVISIONS		BY		SCALE: 1" = 100'			
Project Engr: _____		W JOEL E. WOOD & ASSOCIATES PLANNING • ENGINEERING • MANAGEMENT P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390		SOUTH CAROLINA JOEL E. WOOD ASSOCIATES, L.L.C. NO. C37861 CERTIFICATE OF AUTHORIZATION SOUTH CAROLINA REG. PROFESSIONAL NO. 5762 JOEL E. WOOD 7/15/2024		JA COCHRAN BYPASS PRELIMINARY SUBDIVISION SKETCH PLAN		PRELIMINARY SKETCH PLAN												DATE: 7/15/2024	
Drawn By: _____						CHESTER COUNTY, SOUTH CAROLINA														JOB NO.: 240501	
Checked By: _____						PREPARED FOR ONE OAK HOLDINGS LLC															
Review: _____																		SHEET 1 OF 1			
Bid: _____																					
Construction: _____																					



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: 12-17-24 Case # CCMA24-18 Invoice # 8819

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

Please give your reason for this rezoning request:

This rezoning request is to facilitate development of a
residential neighborhood with a single commercial out-parcel.

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: behind 2228 J.A. Cochran Bypass Chester, SC
Tax Map Number: 079-01-17-013-000 Acres: ± 32.24
(079-01-17-013-000)

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

PLEASE PRINT:

Applicant(s): Vista Resources, LLC
Address: 824 Peoria Ln Rock Hill, SC 29730
Telephone: 803-319-3473 cell _____ work _____
E-Mail Address: brady@sanford-enterprises.net

Owner(s) if other than applicant(s): Dee Oak Holdings, LLC and Carolina Commercial and Construction Funding, LLC
Address: 1224 Pickens St Columbia, SC 29201
Telephone: 803-404-8351 cell _____ work _____
E-Mail Address: max@sc land brokerage.com

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

Owner's signature: [Signature] Date: 7/30/24
Applicant signature: [Signature] Date: 7/30/2024

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

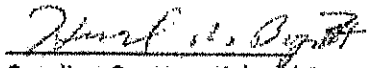
Owner Permitting Authorization

We, the owners of One Oak Holdings, LLC and Carolina Commercial and Construction Funding, LLC, are the owners of the 43.75 +/- acres located at 2228 J. A. Cochran Bypass in Chester County, SC. We hereby authorize and encourage Vista Resources, LLC to apply to the County for re-zoning and subdivision of Chester County Tax Map #s 079-01-17-013-000, 079-01-17-018-000, and 078-01-01-034-000.

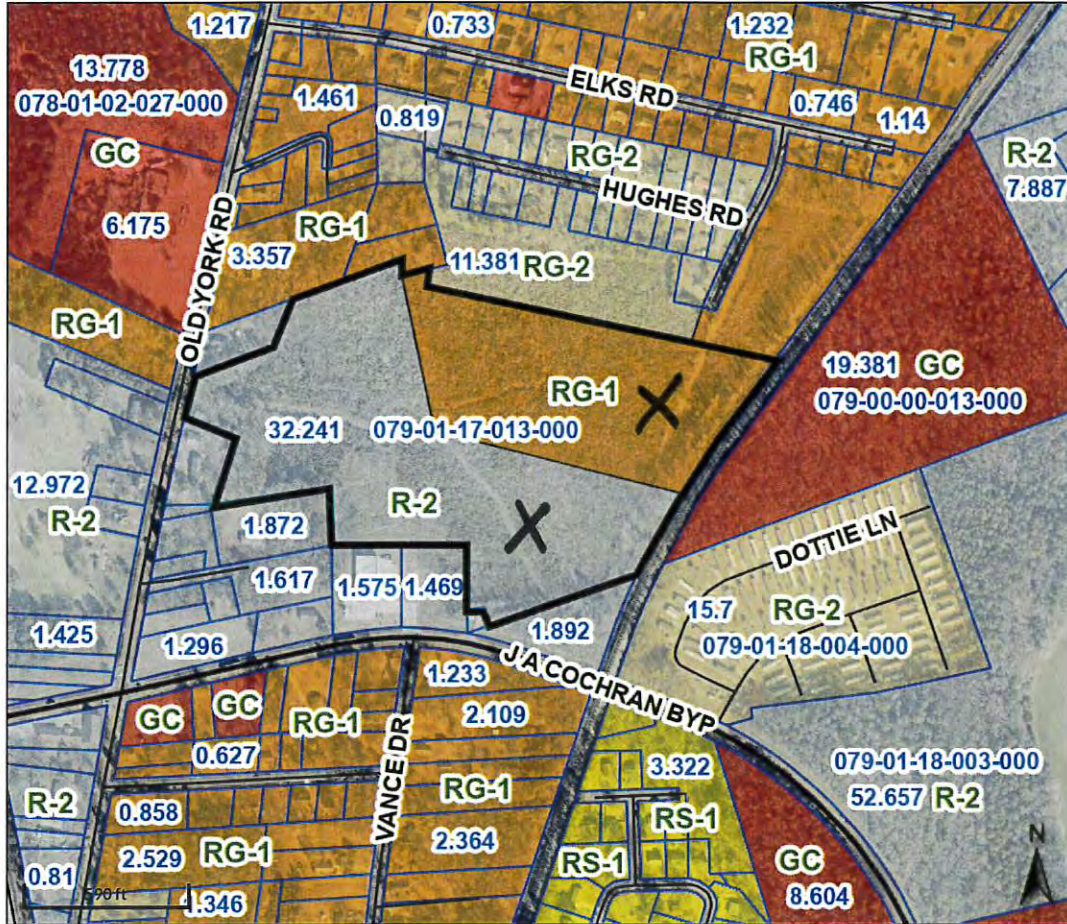
Thank you,



One Oak Holdings, LLC
Property Owner



Carolina Commercial and Construction Funding, LLC
Property Owner



Overview



Parcel ID	079-01-17-013-000	Alternate ID	n/a	Owner Address	ONE OAK HOLDINGS LLC 80%
Sec/Twp/Rng	n/a	Class	LA		CAROLINA COMMERCIAL CONST.20%
Property Address		Acreage	28.0		1224 PICKENS STREET
					COLUMBIA SC 29201
District	02				
Brief Tax Description	YORK ROAD				
	(Note: Not to be used on legal documents)				

Date created: 10/22/2024
Last Data Uploaded: 10/22/2024 2:26:15 AM

Developed by  **SCHNEIDER**
GEOSPATIAL

Current Year (2024) Changes



Search Options

[Map Number](#)

079-01-17-013-000

Real

00450193

History Year

[Name 1](#)

ONE OAK HOLDINGS LLC 80%

[Other Map Number](#)

Find

Alerts

Has Additional Comments

Owner Information

Post Initials

KB

Reason for Change

Name 2

CAROLINA COMMERCIAL CONST.20%

Address 1

1224 PICKENS STREET

Address 2

COLUMBIA SC

Zip Code

29201

Activity Date

05/05/2022

Land Value

70,000

Building Value

Total Market Value

70,000

Total Tax Value

2,600

Codes

District

02

Fire Code

CS

CITY SUB

Town

Subdivision

Description

YORK ROAD

Legal

Neighborhood

R2

RURAL 2

Use Class

[Location](#)

Street Number

Street Name

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

Base

Agricultural Use

Reappraisal Notice

MCIP

Industrial Park ID

Rollback

Exempt

Scroll by: MAP#

Next Year (2025) Changes



Search Options

Map Number

079-01-17-013-000

Real

00450193

History Year

Name 1

ONE OAK HOLDINGS LLC 80%

Other Map Number



Find

Alerts

Has Additional Comments

Owner Information

Post Initials

KB

Reason for Change

Activity Date

05/05/2022

Name 2

CAROLINA COMMERCIAL CONST.20%

Land Value

70,000

Address 1

1224 PICKENS STREET

Building Value

Address 2

COLUMBIA SC

Total Market Value

70,000

Zip Code

29201

Total Tax Value

2,600

Codes

District

02

Fire Code

CS

CITY SUB

Town

Neighborhood

R2

RURAL 2

Subdivision

Use Class

Description

YORK ROAD

Legal

Location

Street Number

Street Name

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

☐

Base

Agricultural Use

Reappraisal Notice

MCIP

☐

Industrial Park ID

Rollback

Exempt

☐

Scroll by: MAP#

FARM APPRAISAL CARD

SOUTH CAROLINA

COUNTY Charleston

Changed acres due to plat change
585015.42.32 includes
CARD OF CARDS
78-1-1-34 also 3-30-2022

79-1-17-13

DISTRICT	DATE OF APPRAISAL	APPRAISER					
9	1-8-93						
TRANSFERRED FROM	Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE
L. S. Brown, et al	419	199	11.70 ac	419	198	9-1-64	\$2,000
A. L. Gaston	369	25	49.67 ac	✓	✓	9-25-50	\$1,500
W. B. Stringfellow, Jr.	461	309		419	198	2-27-73	\$16,000
L. A. Schweikerman et al	461	262	40.7 ac			2-28-73	\$26,300
McLeod Stringfellow	476	489	3.6 ac	476	488	7-29-75	\$7,500
WB Ward & Son, Inc.	1105	55	4 ac			8-8-14	\$5,000
Bank of York	1138	204	2 ac			1-4-16	\$61,200
Harry Jett, Jr. & Berch, Callahan	1252	299	2 ac			9-18-18	\$14,500
Bank of York	1316	126	2 ac			8-7-20	\$15,000
Patton Development LLC	1336	236	3 ac			3-23-21	\$10,000
Whelan LLC	1371	7	2 ac			1-25-22	\$170,000
WHEN PLLC	1371	215	3 ac			3-23-22	complec

079-01-17-013-000
ONE OAK HOLDINGS LLC 80%
CAROLINA COMMERCIAL CONST. 20%
1224 PICKENS STREET
COLUMBIA SC 29201

PROPERTY LOCATION	GENERAL
St., Rt. & No.	Yr. Built
City	Economic Life
Use	Condition
Subdivision	Quality
Legal Description	Annual Rent
	Bldg. Permit
	Mort.

STANDARD CLASSIFICATION		PROPERTY DATA	
NEIGHBORHOOD	TRANSPORTATION	LAND IMP.	UTILITIES
Progressive	Paved Road	Buildings	Electricity
Static	Earth Road	Pavement	Water
Regressive	Railroad	Fence	Gas
Old	Water	Landscaping	Sewer
New	Airport	Well	All Utilities

LAND	LAND
Number of Acres	Number of Lots
Per Acre Value	Number of Front Ft.
Value for Acres	Per Lot Value
Returned Area	Per Front Ft. Value
Legal Area	Value for Lots
Planimetered Area	Value for Fr. Ft.
Total Land Value	

ESTIMATED MARKET VALUE			
	Land Acres or Lots	Improvement	Total
Number	34 ac 37 ac	28	
Cost Approach			
Market Approach			
Income Approach			
Correlated Value			
Assessed %			
Reviewed by	Date		

LAND VALUATION					
CLASS	ACRES	88 MARKET VALUE		USE VALUE	
		Price per Acre	Total	Price per Acre	Total
1979- II	.62 x	270 =			16740
1982 4T	17 20	7481	1620 1480	2021 1377	2023 1377
4C	11 17	10110	1870 1717	1870	1270
			3197	3247	2587
	28		3490	3250	2700
TOTAL	34 87				

LAND VALUATION BY YEAR					
	19 th 2021 34	19 th 2023 28	19 th 2015 37	19 th 2027 37	19 th 2019 37
Market Value	19,000	70,000	129,500	129,500	129,500
Use Value	3,500	2,600	2,200	3,500	4,000
Difference					54,500

2-11-2022 100 4-30-80 # 78-1-1-22

SOLD 100 8-21-80 # 78-1-1-35

3010 31.6 ac 4-2-81 # 78-1-1-25

[illegible]



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

Issued to:

Brady Sanford
Vista Resources, LLC
804 Peoria Lane
Rock Hill, SC 29730

Receipt No. 8819

Date 10/22/2024
Cashier jchappell

Payment Items

Form of Payment

Check	1059	\$3,000.00
		\$3,000.00

Map Amendment Rezoning 3 parcels to PD	\$3,000.00
	\$3,000.00

Thank you for your payment.

October 08, 2024

Katelyn Love, PE, PTOE
Access Engineering LLC
1424 Harbor Mist Court
Charleston, South Carolina 29492

RE: J A Cochran Bypass Tract
Traffic Impact Study
Chester County

Dear Ms. Love,

Thank you for allowing us to review the Traffic Impact Study regarding the site on J A Cochran Bypass (SC Highway 97) and Lodge Street (O.S.). The Department provides these comments.

TIA Recommendations

J A Cochran Bypass (SC 97) & Vance Drive/Dollar General/Site Access #1

- The Dollar General access will need to provide proper turning radii for a WB 62 vehicle.

SCDOT General Comments

- Access locations shall not be considered approved until all requirements of the SCDOT ARMS manual are met during the encroachment permit application process.
- The modification of the Dollar General driveway into a street will require a SCDOT encroachment permit.
- The final draft of the TIS must be signed and sealed by a PE registered in SC.

Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. We look forward to the project proceeding to the encroachment permit process. At that time, all geometrical features, pavement designs, etc., will be reviewed by the appropriate office. If you have any additional questions or concerns, please contact the District 4 Permit Office at (803) 377-4155.



Sincerely,



C. Jason Johnston, P.E.
District 4 Engineering Administrator

CJJ/dib

cc: Jeremy L. Ward, Chester County
Dennis Moore, Resident Maintenance Engineer, Chester County

File: D4/PO/ACL

District Four Engineering
Post Office Box 130
1232 JA Cochran Bypass
Chester, SC 29706
803-377-4155 | 803-581-0156 Fax



www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2368)



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

Solving the water needs of tomorrow, today.

WATER AVAILABILITY REQUEST FORM (For Informational Purposes)

Date: 10/8/2024

A. Owner/Developer: Brady Sanford

Phone# 803-684-3390

Address: 1224 Pickens St Columbia SC

E-mail awood@comporium.net

Owner Engineer: Joel E Wood & Assoc

Phone# 803-684-3390

Address: Andrew Wood P.O. Box 296 clover SC

E-mail awood@jewood.org

B. Development/Project Name:

Development/Project Location: JA Cochran bypass and vance dr

Parcel Number: 079-01-17-013-000,078-01-01-034-000,079-01-17-018-000

C. Type of Development

☒ Residential ☐ Multi-Family ☐ Commercial ☐ Industrial ☐ Institutional

Type of Business: Number of Units: 114

Building Area (SQ FT): Anticipated Water Capacity Required (GPM) 31.6

District Use Only

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

1. Capacity to provide service:

☒ The property is within the District's Water System service area and the System has sufficient capacity to serve this property.

☒ Service to this property is **not available** from the Water System at this time.

2. Availability of Domestic Water Service

☐ Water will be provided by service connection to an existing _____ inch water main located along _____ and is approximately _____ feet from the site.

☒ Water service is available after the following improvements are completed:

☒ 280 feet of 6 inch water mains on Lodge st _____ to reach the site;

☒ The construction of a distribution system on the site;

☒ Other Describe: 250' +/- of appropriate sized water main to tie into 12" DIP on Old York Rd

3. Availability of water for firefighting:

☐ The nearest fire hydrant is located at _____ and is within _____ feet of the property.

☒ Fire flow capacity is not available and shall be extended. **To be included on site**

Approved By: Jackie Hinson Engineer Associate Date: 10/9/2024

District Engineer

VIA Electronic Mail



October 15, 2024

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

Re: Chester Sewer District
Wastewater Availability Letter
for NPDES Permit # SC0036056

To Whom It May Concern:

The purpose of this correspondence is to serve as confirmation that Chester Sewer District (d/b/a) Chester County Wastewater Recovery (CWR) has wastewater service in proximity site for one-hundred fourteen (114) proposed residential units for the property located on JA Cochran Bypass and Vance Drive in Chester, South Carolina. The tax map numbers for the aforementioned lots are as follows:

- 079-01-17-018-000
- 079-01-17-013-000 and
- 078-01-01-034-000.

Please note, this is not a willingness and ability to serve letter. Issuance of willingness and ability letter(s) are subject to the following conditions:

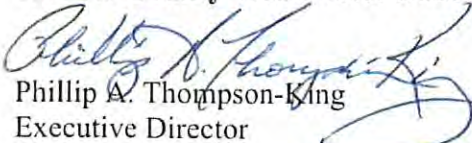
- Payment of all applicable CWR tap and capacity fees.

Again, this correspondence serves as confirmation CWR has wastewater service in proximity site located at JA Cochran Bypass and Vance Drive in Chester, South Carolina

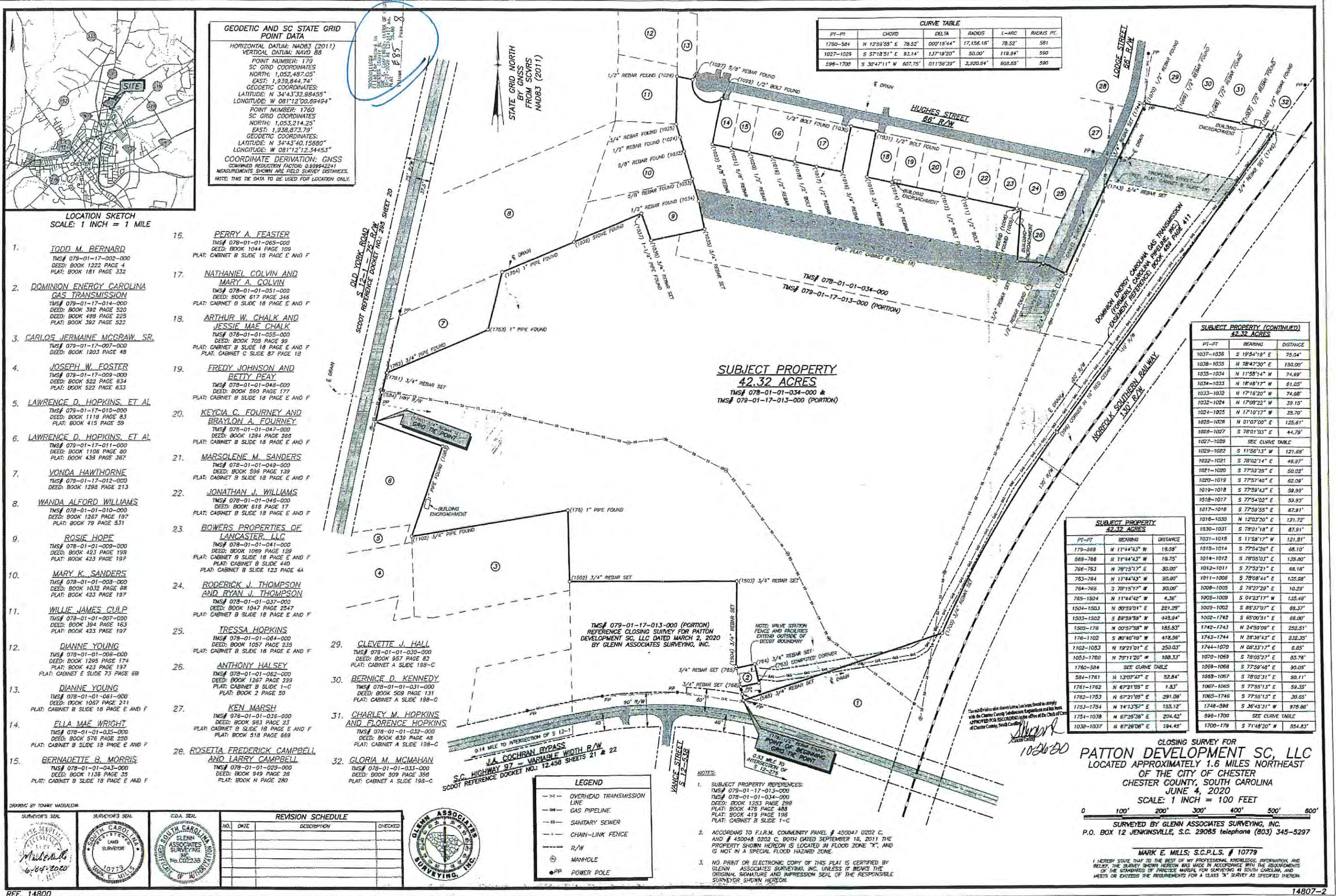
If you require additional information, please call me at (803) 377-3541.

Sincerely,

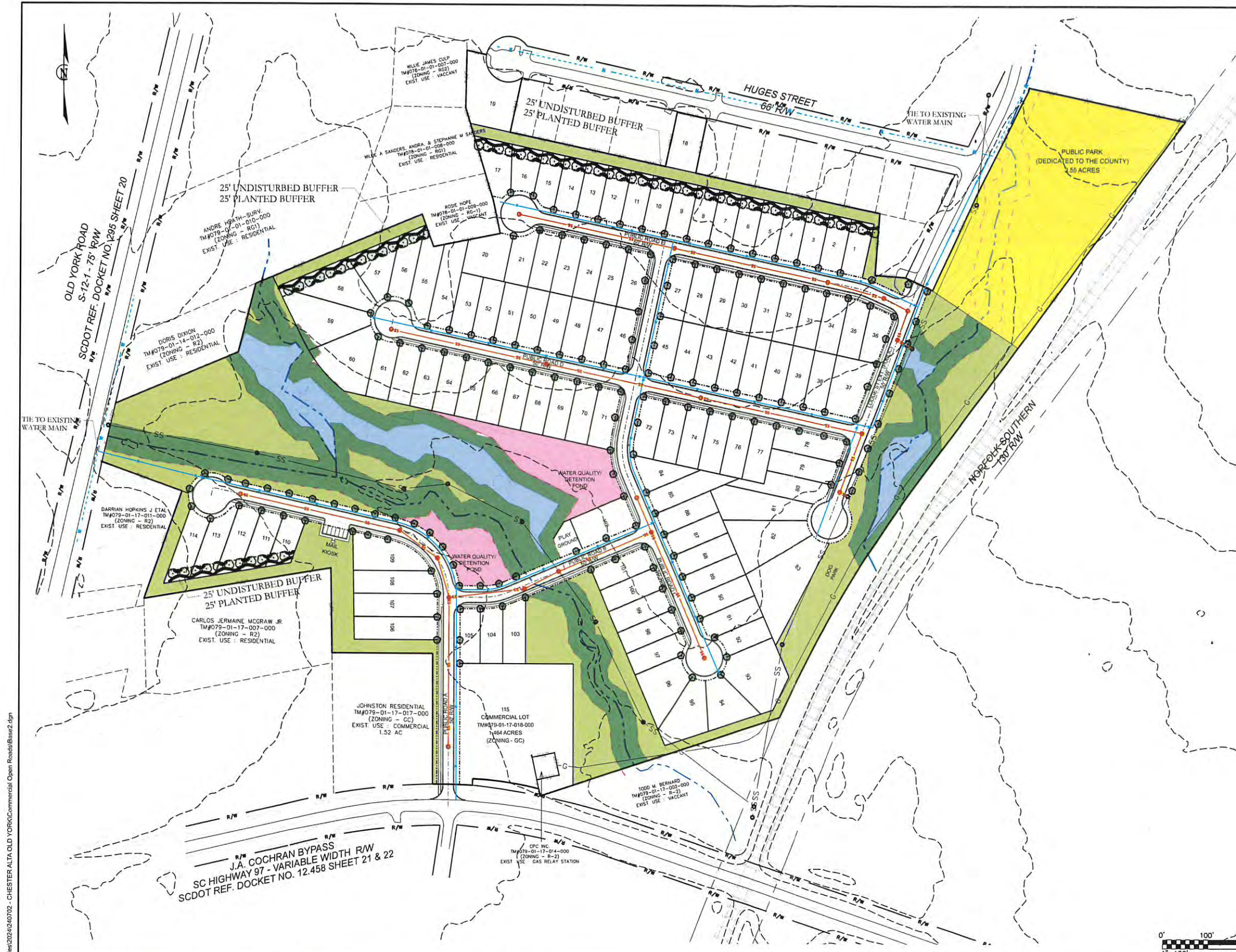
Chester County Wastewater Recovery


Phillip A. Thompson-King
Executive Director

Cc: J. Michael Hunter, Maintenance Superintendent, CWR
Tony Young, Wastewater Operations Superintendent, CWR
Joel Manning, Finance Analyst and Manager, CWR
J A Cochran Sudvision
File



10/18/2024 Z:\Jobs Files\2024\101702 - CHESTER ALTA OLD YORK\Commercial Open Roads\Bases2.dgn



GENERAL NOTES:

DEVELOPER: (SAME AS OWNER)
PROPERTY OWNER: ONE OAK HOLDINGS LLC
1224 PICKENS STREET
COLUMBIA, SC 29201
PHONE NUMBER: 704-810-2000
CONTACT:

PROJECT NAME: JA COCHRAN BYPASS SKETCH PLAN
PARCEL ID NUMBER: 079-01-17-013-000
079-01-17-014-000
079-01-17-015-000

ZONING DISTRICT: PD
SINGLE FAMILY USE
CITY PARK

LOCATION: CHESTER COUNTY, SC
LAND USE: EXISTING - VACANT
PROPOSED - RESIDENTIAL

SCHOOL DISTRICT: CHESTER SCHOOL DIST.
FIRE DISTRICT: CHESTER FIRE

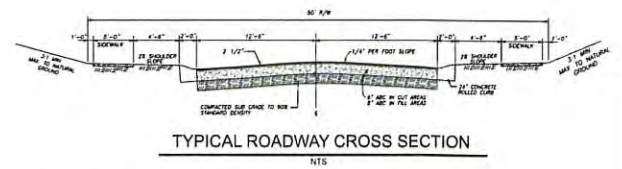
TOTAL SITE AREA: 45.091 ACRES
PUBLIC OPEN SPACE AREA: 12.53 AC
COMMUNITY PARK SPACE: 3.55 AC
TOTAL OPEN SPACE: 16.08 AC (35.66 %)
TOTAL R/W AREA: 6.27 ACRES

MINIMUM LOT SIZE: 6,500 S.F.
MIN. LOT WIDTH: 50 FT.
NUMBER OF LOTS: 114
COMMERCIAL LOT: 1
DENSITY: 2.55 LOTS/ACRE

SETBACKS:
FRONT YARD - 25 FT.
SIDE YARD 1 - 10 FT.
SIDE YARD ROAD - 10 FT.
REAR YARD INTERIOR LOT - 20 FT.
REAR YARD EXTERIOR LOT - 50 FT. FROM ADJACENT PROPERTY

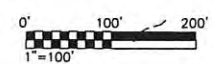
PUBLIC ROAD LENGTHS:
LODGE STREET EXT. - 554 FT.
ROAD A - 1,076 FT.
ROAD B - 475 FT.
ROAD C - 958 FT.
ROAD D - 1,090 FT.
ROAD E - 889 FT.
TOTAL ROAD: 4,488 FT.

COMMERCIAL OUTPARCEL TO MEET THE USE REQUIREMENTS FOR (GC) AND THE USE OF MINI STORAGE WAREHOUSE



SYMBOL LEGEND

- G- EX. GAS
- P- PROP. WATER
- S- PROP. SEWER
- SS- EX. SEWER
- R/W- ROAD RIGHT OF WAY
- AD- ADJOINING PROPERTY LINES
- PL- PROPOSED PROPERTY LINE
- S- STREAM
- CL- EX. CONTOUR LOW
- CH- EX. CONTOUR HIGH
- WETLANDS
- FUTURE WATER QUALITY/DETENTION PONDS (MAINTAINED BY HOA)
- UNDISTURBED STREAM BUFFER (MAINTAINED BY HOA)
- OPEN SPACE (MAINTAINED BY HOA)
- PUBLIC PARK (DEDICATED TO THE COUNTY)



APPROVALS		PREPARED BY		SEALS		PROJECT		SHEET TITLE		NO. DATE REVISIONS BY		SCALE: 1" = 100'	
Project Engr: _____ Drawn By: _____ Checked By: _____		JOEL E. WOOD & ASSOCIATES PLANNING • ENGINEERING • MANAGEMENT P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390		SOUTH CAROLINA JOEL E. WOOD ASSOCIATES, LLC NO. 5762 CERTIFICATE OF AUTHORIZATION		JA COCHRAN BYPASS PRELIMINARY SUBDIVISION SKETCH PLAN CHESTER COUNTY, SOUTH CAROLINA PREPARED FOR ONE OAK HOLDINGS LLC		PRELIMINARY SKETCH PLAN		DATE: 7/15/2024 JOB NO.: 240501 SHEET 1 OF 1		DATE: 7/15/2024 JOB NO.: 240501 SHEET 1 OF 1	



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: 12-17-24 Case # CCMA24-19 Invoice # 8819

The applicant hereby requests that the property described to be rezoned from R6-2 to PD

Please give your reason for this rezoning request:

R6-1
This rezoning request is to facilitate development of a
residential neighborhood with a single commercial out-parcel.

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: behind 2228 J.A. Cochran Bypass Chester, SC
Tax Map Number: 078-01-01-034-000 Acres: ± 11.38
078-01-01-034-000

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

PLEASE PRINT:

Applicant(s): Vista Resources, LLC
Address: 804 Peoria Ln Hick Hill, SC 29730
Telephone: 803-318-5473 cell _____ work _____
E-Mail Address: broady@sanfordenterprises.net

Owner(s) if other than applicant(s): One Oak Holdings, LLC + Carolina Commercial and
Address: 1224 Pickens St Columbia, SC 29201
Telephone: 803-424-8351 cell _____ work _____
E-Mail Address: mak@sealandbrokerage.com
Financing, LLC

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

Owner's signature: [Signature] Date: 7/30/24
Applicant signature: [Signature] Date: 7/30/2024

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

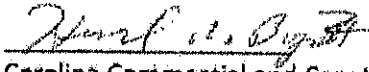
Owner Permitting Authorization

We, the owners of One Oak Holdings, LLC and Carolina Commercial and Construction Funding, LLC, are the owners of the 43.75 +/- acres located at 2228 J. A. Cochran Bypass in Chester County, SC. We hereby authorize and encourage Vista Resources, LLC to apply to the County for re-zoning and subdivision of Chester County Tax Map #s 079-01-17-013-000, 079-01-17-018-000, and 078-01-01-034-000.

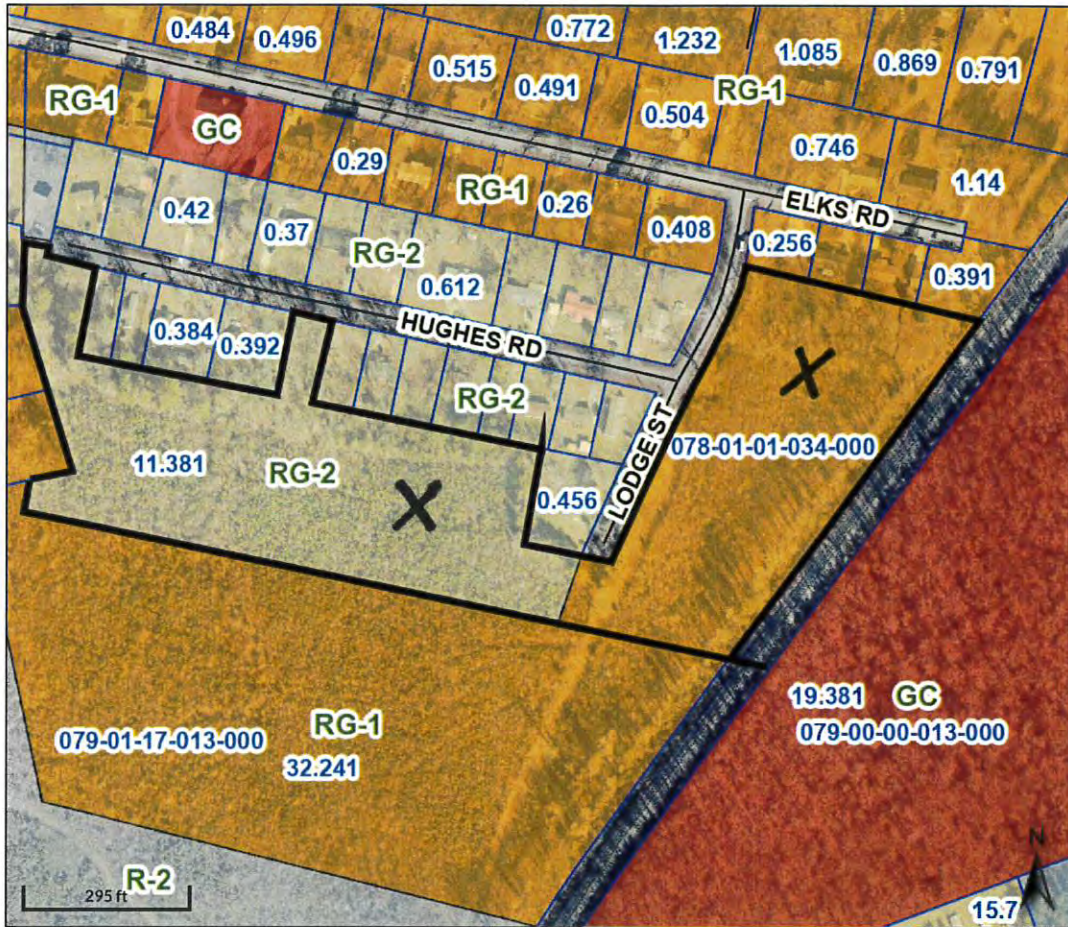
Thank you,



One Oak Holdings, LLC
Property Owner



Carolina Commercial and Construction Funding, LLC
Property Owner



Overview



Parcel ID	078-01-01-034-000	Alternate ID	n/a	Owner Address	ONE OAK HOLDINGS LLC- 80% INT
Sec/Twp/Rng	n/a	Class	LN		CAROLINA COMMERCIAL CONST 20%
Property Address		Acreage	11.381		1224 PICKENS STREET
					COLUMBIA SC 29201
District	02				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 10/22/2024
Last Data Uploaded: 10/22/2024 2:26:15 AM

Developed by  **SCHNEIDER**
GEOSPATIAL

Current Year (2024) Changes



Search Options

Map Number

078-01-01-034-000

Real

00379193

History Year

Name 1

ONE OAK HOLDINGS LLC- 80% INT

Other Map Number



Find

Alerts

Has Additional Comments

Owner Information

Post Initials

KB

Reason for Change

Name 2

CAROLINA COMMERCIAL CONST 20%

Address 1

1224 PICKENS STREET

Address 2

COLUMBIA SC

Zip Code

29201

Activity Date

05/05/2022

Land Value

35,000

Building Value

Total Market Value

35,000

Total Tax Value

35,000

Codes

District

02

Fire Code

CS

CITY SUB

Town

Subdivision

Description

Legal

Neighborhood

RG2

GENERAL RES

Use Class

Location

Street Number

Street Name

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

Base

Agricultural Use

Reappraisal Notice

MCIP

Industrial Park ID

Rollback

Exempt

Scroll by: MAP#

Next Year (2025) Changes



Search Options

[Map Number](#)

078-01-01-034-000

Real

00379193

History Year

[Name 1](#)

ONE OAK HOLDINGS LLC- 80% INT

[Other Map Number](#)

Find

Alerts

Has Additional Comments

Owner Information

Post Initials

KB

Reason for Change

Activity Date

05/05/2022

Name 2

CAROLINA COMMERCIAL CONST 20%

Land Value

35,000

Address 1

1224 PICKENS STREET

Building Value

Address 2

COLUMBIA SC

Total Market Value

35,000

Zip Code

29201

Total Tax Value

35,000

Codes

District

02

Fire Code

CS

CITY SUB

Town

Neighborhood

RG2

GENERAL RES

Subdivision

Use Class

Description

Legal

[Location](#)

Street Number

Street Name

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

☐

Base

Agricultural Use

Reappraisal Notice

MCIP

☐

Industrial Park ID

Rollback

Exempt

☐

Scroll by: MAP#

FARM APPRAISAL CARD

SOUTH CAROLINA

COUNTY CHerokee

CARD OF CARDS

TAX MAP <u>00-1-1-21</u>	DISTRICT <u>2</u>	DATE OF APPRAISAL <u>12/31/92</u>	APPRAISER <u>(Signature)</u>
TRANSFERRED FROM		Deed Book	Deed Page
Acres or Lots		Plat Book	Plat Page
Date of Sale		SALES PRICE	
<u>Harry Jarrett Jr & Beverly Callahan</u>		<u>509</u>	<u>452</u>
<u>Acres 26.67</u>		<u>26.67</u>	<u>109</u>
<u>Plat B</u>		<u>1107</u>	<u>55</u>
<u>Plat 1-C</u>		<u>1138</u>	<u>264</u>
<u>Date 4-28-91</u>		<u>1253</u>	<u>299</u>
<u>SALES PRICE \$43,340</u>		<u>126</u>	<u>20</u>
<u>11-17-95</u>		<u>1336</u>	<u>236</u>
<u>1.00 Correction</u>		<u>1374</u>	<u>215</u>
<u>\$75,000</u>			
<u>\$61,200</u>			

078-01-01-034-000
ONE OAK HOLDINGS LLC- 80% INT
CAROLINA COMMERCIAL CONST 20%
1224 PICKENS STREET
COLUMBIA SC 29201

PROPERTY LOCATION	GENERAL DATA	STAMPS	IMP. INC.	LAND VALUE
St., Rt. & No.	Yr. Built	Old Map Ref.	Recap	Total Value
City	Economic Life	File No.	Int. Rate	
Use	Condition			
Subdivision	Quality			
Legal Description	Annual Rent			
	Bldg. Permit			
	mont.			

STANDARD CLASSIFICATION		PROPERTY DATA		LAND VALUATION			
NEIGHBORHOOD	TRANSPORTATION	LAND IMP.	UTILITIES	CLASS	ACRES	MARKET VALUE	USE VALUE
Progressive	Paved Road	Buildings	Electricity			Price per Acre	Total
Static	Earth Road	Pavement	Water				
Regressive	Railroad	Fence	Gas				
Old	Water	Landscaping	Sewer				
New	Airport	Well	All Utilities				
Number of Acres <u>13.67</u> Per Acre Value <u>2500</u> Value for Acres <u>34217.50</u> Returned Area <u>0</u> Legal Area <u>13.67</u> Planimetered Area <u>16.00</u> Total Land Value <u>20200.00</u>				TOTAL			

ESTIMATED MARKET VALUE				LAND VALUATION BY YEAR				
	Land Acres or Lots	Improvement	Total	2015	2021	2019	2001	2027
Number	<u>14</u>							
Cost Approach								
Market Approach								
Income Approach								
Correlated Value								
Assessed %								
Reviewed by								

Lot 21 Split out to 78-1-1-64
 8-6-98
 78-1-1-62
 8-6-98
 78-1-1-52 Lot B
 8-2-98
 78-1-1-45
 8-2-98
 78-1-1-43
 8-2-98
 78-1-1-41
 8-2-98
 78-1-1-39
 8-2-98
 78-1-1-37
 8-2-98
 78-1-1-35
 8-2-98
 78-1-1-33
 8-2-98
 78-1-1-31
 8-2-98
 78-1-1-29
 8-2-98
 78-1-1-27
 8-2-98
 78-1-1-25
 8-2-98
 78-1-1-23
 8-2-98
 78-1-1-21
 8-2-98
 78-1-1-19
 8-2-98
 78-1-1-17
 8-2-98
 78-1-1-15
 8-2-98
 78-1-1-13
 8-2-98
 78-1-1-11
 8-2-98
 78-1-1-9
 8-2-98
 78-1-1-7
 8-2-98
 78-1-1-5
 8-2-98
 78-1-1-3
 8-2-98
 78-1-1-1
 8-2-98



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

Issued to:

Brady Sanford
Vista Resources, LLC
804 Peoria Lane
Rock Hill, SC 29730

Receipt No. 8819

Date 10/22/2024
Cashier ichappell

Payment Items

Map Amendment Rezoning 3 parcels to PD

\$3,000.00

\$3,000.00

Form of Payment

Check	1059	\$3,000.00
		\$3,000.00

Thank you for your payment.



South Carolina
Department of Transportation

Cherokee County
Chester County
Chesterfield County
Fairfield County
Lancaster County
Union County
York County

October 08, 2024

Katelyn Love, PE, PTOE
Access Engineering LLC
1424 Harbor Mist Court
Charleston, South Carolina 29492

RE: J A Cochran Bypass Tract
Traffic Impact Study
Chester County

Dear Ms. Love,

Thank you for allowing us to review the Traffic Impact Study regarding the site on J A Cochran Bypass (SC Highway 97) and Lodge Street (O.S.). The Department provides these comments.

TIA Recommendations

J A Cochran Bypass (SC 97) & Vance Drive/Dollar General/Site Access #1

- The Dollar General access will need to provide proper turning radii for a WB 62 vehicle.

SCDOT General Comments

- Access locations shall not be considered approved until all requirements of the SCDOT ARMS manual are met during the encroachment permit application process.
- The modification of the Dollar General driveway into a street will require a SCDOT encroachment permit.
- The final draft of the TIS must be signed and sealed by a PE registered in SC.

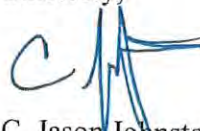
Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. We look forward to the project proceeding to the encroachment permit process. At that time, all geometrical features, pavement designs, etc., will be reviewed by the appropriate office. If you have any additional questions or concerns, please contact the District 4 Permit Office at (803) 377-4155.

District Four Engineering
Post Office Box 130
1232 JA Cochran Bypass
Chester, SC 29706
803-377-4155 | 803-581-0156 Fax



www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2368)

Sincerely,



C. Jason Johnston, P.E.
District 4 Engineering Administrator

CJJ/dib

cc: Jeremy L. Ward, Chester County
Dennis Moore, Resident Maintenance Engineer, Chester County

File: D4/PO/ACL

District Four Engineering
Post Office Box 130
1232 JA Cochran Bypass
Chester, SC 29706
803-377-4155 | 803-581-0156 Fax



www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2368)

VIA Electronic Mail



October 15, 2024

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

Re: Chester Sewer District
Wastewater Availability Letter
for NPDES Permit # SC0036056

To Whom It May Concern:

The purpose of this correspondence is to serve as confirmation that Chester Sewer District (d/b/a) Chester County Wastewater Recovery (CWR) has wastewater service in proximity site for one-hundred fourteen (114) proposed residential units for the property located on JA Cochran Bypass and Vance Drive in Chester, South Carolina. The tax map numbers for the aforementioned lots are as follows:

- 079-01-17-018-000
- 079-01-17-013-000 and
- 078-01-01-034-000.

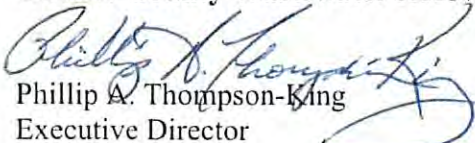
Please note, this is not a willingness and ability to serve letter. Issuance of willingness and ability letter(s) are subject to the following conditions:

- Payment of all applicable CWR tap and capacity fees.

Again, this correspondence serves as confirmation CWR has wastewater service in proximity site located at JA Cochran Bypass and Vance Drive in Chester, South Carolina

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

Sincerely,
Chester County Wastewater Recovery


Phillip A. Thompson-King
Executive Director

Cc: J. Michael Hunter, Maintenance Superintendent, CWR
Tony Young, Wastewater Operations Superintendent, CWR
Joel Manning, Finance Analyst and Manager, CWR
J A Cochran Sudvision
File



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

Solving the water needs of tomorrow, today.

WATER AVAILABILITY REQUEST FORM (For Informational Purposes)

Date: 10/8/2024

A. **Owner/Developer:** Brady Sanford

Phone# 803-684-3390

Address: 1224 Pickens St Columbia SC

E-mail awood@comporium.net

Owner Engineer: Joel E Wood & Assoc

Phone# 803-684-3390

Address: Andrew Wood P.O. Box 296 clover SC

E-mail awood@jewood.org

B. Development/Project Name: _____

Development/Project Location: JA Cochran bypass and vance dr

Parcel Number: 079-01-17-013-000,078-01-01-034-000,079-01-17-018-000

C. Type of Development

☒ Residential ☐ Multi-Family ☐ Commercial ☐ Industrial ☐ Institutional

Type of Business: _____ Number of Units: 114

Building Area (SQ FT): _____ Anticipated Water Capacity Required (GPM) 31.6

District Use Only

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

1. Capacity to provide service:

☒ The property is within the District's Water System service area and the System has sufficient capacity to serve this property.

☒ Service to this property is **not available** from the Water System at this time.

2. Availability of Domestic Water Service

☐ Water will be provided by service connection to an existing _____ inch water main located along _____ and is approximately _____ feet from the site.

☒ Water service is available after the following improvements are completed:

☒ 280 feet of 6 inch water mains on Lodge st to reach the site;

☒ The construction of a distribution system on the site;

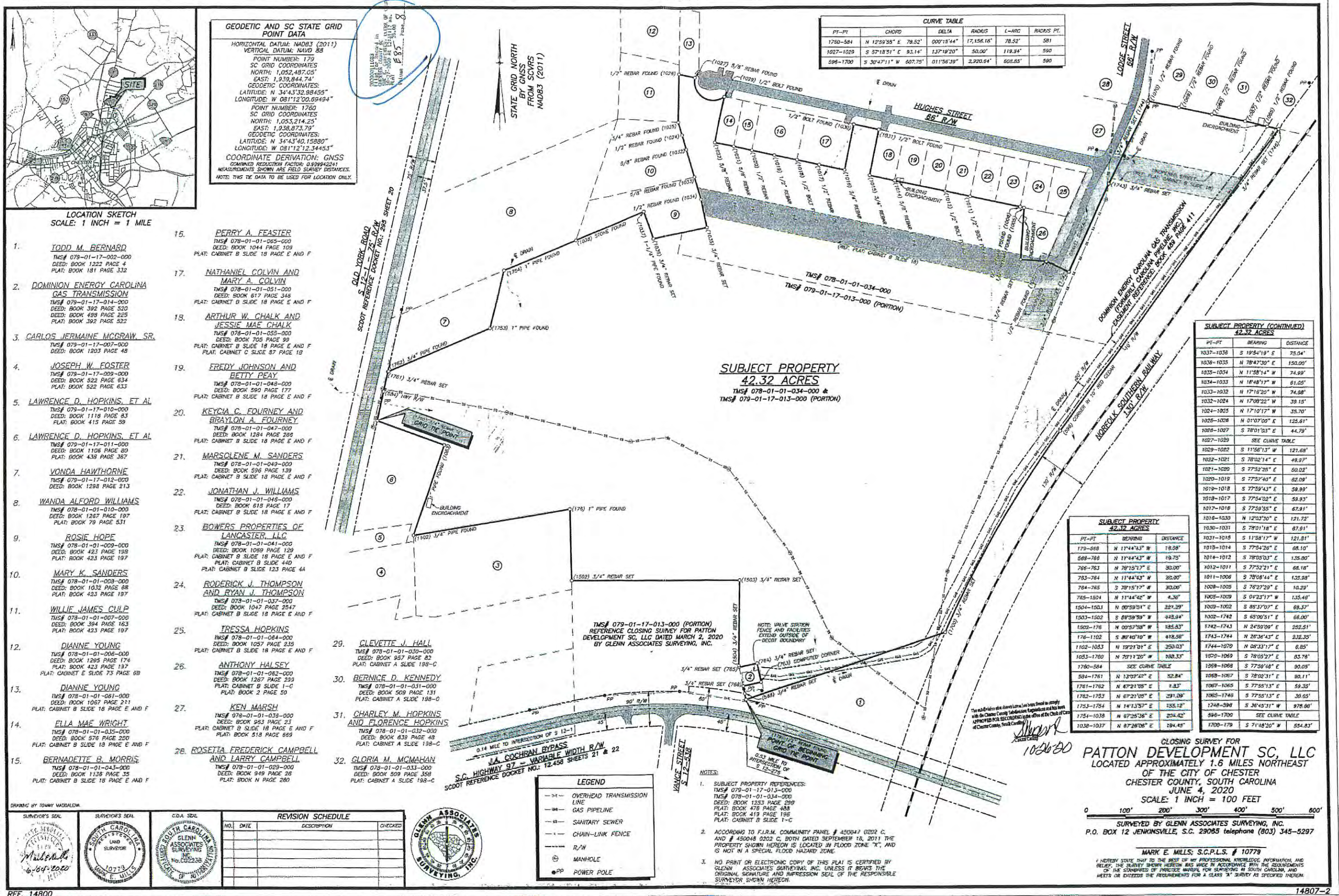
☒ Other Describe: 250' +/- of appropriate sized water main to tie into 12" DIP on Old York Rd

3. Availability of water for firefighting:

☐ The nearest fire hydrant is located at _____ and is within _____ feet of the property.

☒ Fire flow capacity is not available and shall be extended. **To be included on site**

Approved By: Jackie Hinson Engineer Associate Date: 10/9/2024
District Engineer



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 kdonaldson@chestercountysc.gov.

Date: 1-29-2025

Board or Commission Appointment being sought: Richburg Fire District

Name: ODELL STEELE

Occupation: RETIRED CONTRACTOR

Street Address: 1744 Old Richburg Rd

Mailing Address: (if different from above) _____

Telephone (Home): _____

Cell: _____

E-Mail: _____

Do you live in Chester County ☒ yes / ☐ no.

Date of Birth: _____

Sex: M

If recommended by a Council Member, indicate their name: _____

RAINS

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?

12/31/2024

CONFLICT OF INTEREST STATEMENT: I, ODELL STEELE

, 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: Odell Steele

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
- ☐ Chester County Historical Cemeteries Advisory Board
- ☐ Airport Commission
- ☐ Assessment of Appeals Board
- ☐ Catawba Mental Health Board
- ☐ Catawba Regional Council of Government
- ☐ Catawba Regional Workforce Investment Board
- ☐ Chester County Library Board
- ☐ Chester Metropolitan District Commission
- ☐ Construction Board of Appeals
- ☐ Fort Lawn Fire Protection District Commission
- ☐ Gateway Steering Committee
- ☐ Hazel Pittman Center Board
- ☐ John Keziah Park Advisory Board
- ☐ Lando Fire Protection District

- ☐ 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