



Chester County Council Meeting

R. Carlisle Roddey Government Building
1476 J A Cochran Bypass | Chester, SC 29706
Monday, June 9, 2025 | 6:00 PM

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. APPROVAL OF MINUTES

- a) May 19, 2025 County Council Meeting Minutes

4. CITIZEN'S COMMENTS

5. PUBLIC HEARING

- a) Ordinance 2025-11 Chester County Fiscal Year 2025-2026 Budget Ordinance to establish operating and capital budgets for the operation of the County Government of Chester County, South Carolina for the fiscal year commencing July 1, 2025; to provide for the levy of taxes for Chester County for the fiscal year commencing July 1, 2025; to provide for the expenditure of tax revenues and other county funds; to provide for other county purposes; to authorize the county to borrow money in anticipation of taxes and to provide for the repayment of sums borrowed by the County Governing Body; to provide for the payment of tort claims and worker's compensation claims against Chester County; to provide for certain fiscal and other matters relating to County Government.

6. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

- a) 3rd Reading of Ordinance 2025-11 Chester County Fiscal Year 2025-2026 Budget Ordinance to establish operating and capital budgets for the operation of the County Government of Chester County, South Carolina for the fiscal year commencing July 1, 2025; to provide for the levy of taxes for Chester County for the fiscal year commencing July 1, 2025; to provide for the expenditure of tax revenues and other county funds; to provide for other county purposes; to authorize the county to borrow money in anticipation of taxes and to provide for the repayment of sums borrowed by the County Governing Body; to provide for the payment of

tort claims and worker's compensation claims against Chester County; to provide for certain fiscal and other matters relating to County Government.

- b) Resolution 2025-12 authorizing the disposition of certain real or personal property; and providing for other related matters.

7. ADMINISTRATOR’S REPORT

8. CONSENT AGENDA

- a) 2nd Reading of Ordinance 2025-12 Authorizing, pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Chester County, South Carolina, and Chester PV1, LLC, acting for itself, one or more current or future affiliates and other project companies (collectively, “company”); providing for a fee-in-lieu of ad valorem taxes incentives; modifying a joint county industrial and business park of Chester and York counties so as to enlarge the park; the provision of special source revenue credits; and other related matters.
- b) 3rd Reading of CCMA25-16 Abhishek Devgan requests a portion (0.75 acres) of Tax Map #019-00-00-011-000 located 3283 Pinckney Road, Chester, SC 29706 to be rezoned from Rural Two District (R2) to General Commercial District (GC). The Planning Commission voted 3-1 to approve.

9. OLD BUSINESS

10. NEW BUSINESS

- a) Railroad Town Hall Meeting Update
Councilman Corey Guy, District 5
- b) Human Resources Department Update
Bonita Mobley, Human Resources Director
- c) Consideration of Richburg Meadows Subdivision Bond – Phase 1

11. BOARDS AND COMMISSIONS

- a) Chester County Historical Cemeteries Advisory Committee Resignation
- b) Hazel Pittman Center Board of Directors Resignation
Chairman Wilson, District 4

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 P2532
- 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 P2549
- c) Receipt of legal advice regarding a Capital Project Sales Tax Commission and Referendum

13. ACTIONS FOLLOWING EXECUTIVE SESSION

- a) Action taken regarding Project P2532
- b) Action taken regarding Project P2549
- c) Action taken regarding Capital Project Sales Tax Commission and Referendum

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 twenty-four 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
Monday, May 19, 2025 | 6:00 PM

MINUTES

Present: Councilman Pete Wilson, Vice Chair Erin Mosley, Councilman William Killian, Councilman Bobby Raines, Councilman John Agee, County Administrator Brian Hester, County Attorney Nicole Workman, Clerk to Council Kristie Donaldson

Absent: Councilman Mike Vaughn, Councilman Corey Guy

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

The allegiance was recited and invocation given by Councilman Agee. Chairman Wilson held a moment of silence for the passing of Councilman Mike Vaughn.

3. SCAC Board of Directors Scholarship Presentation

Chairman Wilson presented the \$5,000 SCAC Board of Directors Scholarship for Chester County to Kinsley Price of Great Falls High School.

4. APPROVAL OF MINUTES

a) May 5, 2025 County Council Meeting Minutes

Councilman Raines motioned to approve, seconded by Vice Chair Mosley. Vote 5-0 to approve.

5. CITIZEN'S COMMENTS

Lindsay "Butch" Cameron, Jr. of 2429 W. Chester School Rd addressed Council in favor of a rezoning stating that the owner of the proposed liquor store is a hard-working guy and helps people in the community.

Richard Worthy of 1642 Laura Lane addressed Council in favor of the rezoning stating that the owner of the proposed liquor store is a hard working man and helps the community.

Barbara Cameron of 2429 W. Chester School Road addressed Council in favor of the rezoning for the liquor store. She stated that there is plenty of parking and that his current store across the street provides convenience for the community with gas, groceries, and a restaurant. She also stated that he is a pillar in the community and nice to each person that comes to the store.

Susan Cassels of 649 Newberry Shore Drive in Prosperity, SC, addressed Council opposing the rezoning for the proposed liquor store due to safety concerns and the houses that are in close proximity to the store.

6. PUBLIC HEARING

7. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

a) Proclamation in Honor of National EMS Week

A proclamation in honor of National EMS Week (May 18-24, 2025) was presented by Chairman Wilson. Emergency Services Director Kell Benson spoke to the hard work and high-quality care that Chester County EMS provides to the citizens of Chester County.

b) Proclamation in Honor of Memorial Day

Chairman Wilson presented a proclamation in honor of Memorial Day and our fallen heroes.

- c) 1st Reading of Ordinance 2025-12 Authorizing, pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Chester County, South Carolina, and Chester PV1, LLC, acting for itself, one or more current or future affiliates and other project companies (collectively, “company”); providing for a fee-in-lieu of ad valorem taxes incentives; modifying a joint county industrial and business park of Chester and York counties so as to enlarge the park; the provision of special source revenue credits; and other related matters.
Councilman Raines motioned to approve, seconded by Vice Chair Mosley. Vote 5-0 to approve.
- d) Resolution 2025-11 Providing preliminary approval for certain incentives to induce a company identified as Chester PV1, LLC, 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) negotiated fee in lieu of ad valorem tax arrangements; (2) multi-county industrial or business park arrangements; and (3) other related matters.
Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 5-0 to approve.

8. ADMINISTRATOR’S REPORT

Administrator Hester announced that Councilman Mike Vaughn’s memorial service would be held on June 7th at 2pm at the Great Falls Presbyterian Church. He stated that the family will greet visitors after the service with a private burial to take place after. Mr. Hester stated that Mr. Vaughn will be greatly missed. Administrator Hester that county offices will be closed for Memorial Day on Monday, May 26th however the recycling centers and landfill will remain open.

9. CONSENT AGENDA

Councilman Raines motioned to approve, seconded by Councilman Killian. Vote 5-0 to approve.

- a) 2nd Reading of Ordinance 2025-11 Chester County Fiscal Year 2025-2026 Budget Ordinance to establish operating and capital budgets for the operation of the County Government of Chester County, South Carolina for the fiscal year commencing July 1, 2025; to provide for the levy of taxes for Chester County for the fiscal year commencing July 1, 2025; to provide for the expenditure of tax revenues and other county funds; to provide for other county purposes; to authorize the county to borrow money in anticipation of taxes and to provide for the repayment of sums borrowed by the County Governing Body; to provide for the payment of tort claims and worker's compensation claims against Chester County; to provide for certain fiscal and other matters relating to County Government.
- b) 2nd Reading of CCMA25-17 GFI Partners requests Tax Map #097-00-00-030-000 (83.02 acres) located off Cedarhurst Road, Chester, SC 29706 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). The Planning Commission voted 4-0 to approve.

10. OLD BUSINESS

Councilman Killian motioned to approve, seconded by Councilman Raines. Vote 5-0 to approve.

- a) 2nd Reading of CCMA25-16 Abhishek Devgan requests a portion (0.75 acres) of Tax Map #019-00-00-011-000 located 3283 Pinckney Road, Chester, SC 29706 to be rezoned from Rural Two District (R2) to General Commercial District (GC). The Planning Commission voted 3-1 to approve.

11. NEW BUSINESS

- a) Approval of tree removal at the Gateway Conference Center
Administrator Hester presented photos of the proposed trees to be removed in front of the Gateway Conference Center to improve visibility, beautify the area, and enhance appearance. Mr. Hester stated that the project would be funded by delegation funds and had already been approved by SC DOT. Vice Chair Mosley motioned to approve, seconded by Councilman Killian. Vote 5-0 to approve.
- b) Approval of 5-year contract with Toshiba Business Solutions
David Schuelke, IT Director
Director Schuelke informed Council that the proposed contract with Toshiba would save the County \$60,000 annually and provide new equipment, service, and toner for all printers.
Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 5-0 to approve.

12. BOARDS AND COMMISSIONS

13. EXECUTIVE SESSION

Councilman Raines motioned to enter executive session, seconded by Councilman Killian. Vote 5-0 to enter 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 P2485
- 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 P2507
- c) Receipt of legal advice regarding a Capital Project Sales Tax Commission and Referendum

14. ACTIONS FOLLOWING EXECUTIVE SESSION

Councilman Raines motioned to return to regular session, seconded by Councilman Killian. Vote 5-0 to return to regular session.

- a) Action taken regarding Project P2485
- b) Action taken regarding Project P2507
- c) Action taken regarding Capital Project Sales Tax Commission and Referendum

15. COUNCIL COMMENTS

Chairman Wilson thanked Vice Chair Mosley for providing the white ribbon in honor of Councilman Vaughn.

16. ADJOURN

Vice Chair Mosley motioned to adjourn, seconded by Councilman Raines. Vote 5-0 to adjourn.

Time of adjournment: 7:38pm

*Kristie Donaldson
Clerk to Council*

CHESTER COUNTY
FISCAL YEAR 2025-2026

AN ORDINANCE

NO.: 2025-11

TO ESTABLISH OPERATING AND CAPITAL BUDGETS FOR THE OPERATION OF THE COUNTY GOVERNMENT OF CHESTER COUNTY, SOUTH CAROLINA FOR THE FISCAL YEAR COMMENCING JULY 1, 2025; TO PROVIDE FOR THE LEVY OF TAXES FOR CHESTER COUNTY FOR THE FISCAL YEAR COMMENCING JULY 1, 2025; TO PROVIDE FOR THE EXPENDITURE OF TAX REVENUES AND OTHER COUNTY FUNDS; TO PROVIDE FOR OTHER COUNTY PURPOSES; TO AUTHORIZE THE COUNTY TO BORROW MONEY IN ANTICIPATION OF TAXES AND TO PROVIDE FOR THE REPAYMENT OF SUMS BORROWED BY THE COUNTY GOVERNING BODY; TO PROVIDE FOR THE PAYMENT OF TORT CLAIMS AND WORKER'S COMPENSATION CLAIMS AGAINST CHESTER COUNTY; TO PROVIDE FOR CERTAIN FISCAL AND OTHER MATTERS RELATING TO COUNTY GOVERNMENT.

GENERAL FUND					
	Personnel	Operating	Capital	Allocations	Department Totals
101 County Council	176,458	36,500			212,958
102 Delegation	23,391	500			23,891
105 County Administrator	303,185	10,500			313,685
106 Finance	296,209	46,100			342,309
107 Project Manager		3,586			3,586
108 Communications Office	75,726	13,530			89,256
110 Human Resources	278,230	149,400			427,630
115 Purchasing Department	141,685	3,200			144,885
120 County Treasurer	337,230	62,715			399,945
125 Delinquent Tax Collector	134,795	59,650			194,445
130 Auditor	206,862	4,935			211,797
135 Tax Assessor	397,572	44,044			441,616
140 Planning and Zoning	211,236	334,300			545,536
141 Planning and Development		6,705			6,705
145 Economic Development	181,214	69,810			251,024
150 Coroner	195,088	72,800			267,888
155 Registration and Election	163,735	84,250			247,985
160 County Garage	134,009	277,600			411,609
170 Building Maintenance	498,833	673,379			1,172,212
175 Airport				40,000	40,000
176 Information Technology	198,949	574,982			773,931
177 Utilities		870,000			870,000
178 Telephone		122,400			122,400
179 Postage		47,000			47,000
180 Bond Insurance		3,000			3,000
181 Property and Liability Insurance		1,020,515			1,020,515
182 Worker's Compensation Insurance	249,589				249,589
183 Unemployment Benefits	10,000				10,000
185 Employee Health Insurance	2,485,000				2,485,000
186 Audit Expense		90,000			90,000
187 Catawba Regional		39,017			39,017
188 SC Association Of Counties		8,898			8,898
189 Grant Matching Funds		243,235			243,235
190 Contingent Fund		250,000			250,000
194 Copier Lease		57,344			57,344
199 Litter Enforcement	57,630	6,210			63,840
210 GIS		185,900			185,900
215 QSI		309,978			309,978
220 Medical Services		270,000			270,000
250 Attorney Services	150,948	31,670			182,618
255 Clerk of Court	512,050	103,500			615,550
260 Family Court	223,163	9,700			232,863
265 Probate Judge	311,428	19,585			331,013
275 Chester Magistrate	523,491	47,600			571,091

CHESTER COUNTY
FISCAL YEAR 2025-2026

		Personnel	Operating	Capital	Allocations	Department Totals
292	Circuit Court		1,300			1,300
295	Public Defender				244,509	244,509
299	Solicitor				406,719	406,719
301	Sheriff's Department	5,269,138	841,062	41,585		6,151,785
340	Detention Center	2,579,063	601,065			3,180,128
345	Fire Coordinator	1,167,595	753,185			1,920,780
350	Rural Fire Department		795,511			795,511
355	Emergency Management	155,238	18,100			173,338
360	E911	1,603,445	405,634			2,009,079
365	Animal Control	388,515	153,498			542,013
370	Chester County Rescue Squad				12,000	12,000
375	Great Falls Rescue Squad				12,000	12,000
401	Road Department	231,326	85,550			316,876
402	Public Works	190,482	7,000			197,482
405	Litter Control	145,534	4,350			149,884
501	E.M.S.	4,029,468	399,182	543,783		4,972,433
505	Veteran's Affairs	110,366	3,850			114,216
510	Department of Social Services				53,000	53,000
515	D.H.E.C.				48,300	48,300
530	Senior Services				15,000	15,000
535	Hazel Pittman Center				10,000	10,000
540	Chester Lancaster Disabilities				4,050	4,050
545	Soil and Water Conservation				11,000	11,000
555	Indigent Patients				55,000	55,000
560	Keystone				5,000	5,000
601	Recreation	169,409	64,606			234,015
615	Clemson Extension				10,000	10,000
625	Great Falls Hometown Association				12,000	12,000
626	Palmetto Citizens Against Sexual Assault				5,000	5,000
627	Summer Feeding Program				5,000	5,000
629	Catawba Community Mental Health Center				3,000	3,000
630	Fort Lawn Community Center				4,050	4,050
700	Salary Study Implementation Phase IV	378,233				378,233
710	Reserve for Encumbrance		162,073			162,073
	Total Personnel	24,895,518				
	Total Operating		10,560,004			
	Total Capital			585,368		
	Total County Allocations				955,628	
TOTAL GENERAL FUND						36,996,518
MILLAGE FUNDS						
	Solid Waste Collection					1,150,696
	Lando Fire District					217,175
	Chester Fire District					2,665,529
	Library Operations					1,025,000
	York Tech					400,000
	Lewis Fire District					124,700
	Fort Lawn Fire District					286,495
	Richburg Fire District					1,109,450
TOTAL MILLAGE FUNDS						6,979,045
SPECIAL REVENUE FUNDS						
	E-911 Funds					326,350
	C-Funds					1,499,000
	Victims Assistance Fund					143,160
	Economic Development 4% FILOT					305,356
	Capital / Rolling Stock Program					2,244,303
	Capital Reserve Fund					200,000
	American Rescue Plan Act (ARPA)					2,165,693
	State ATAX					137,000
	County Local ATAX					351,532
TOTAL SPECIAL REVENUE FUNDS						7,372,394
ENTERPRISE FUND						
	Solid Waste Disposal					1,976,554
	Gateway Conference Center					493,110
TOTAL ENTERPRISE FUND						2,469,664
DEBT SERVICE FUND						
	Lando Fire District Debt Service					100,096
	Fort Lawn Fire District Debt Service					45,662
	Chester County Debt Service Retirement					2,722,768
	Capital Project Sales Tax Debt Service					2,543,297
	Richburg Fire District Debt Service					284,323
	Chester Fire District Debt Service					185,960
TOTAL DEBT SERVICE FUNDS						5,882,106
TOTAL APPROPRIATIONS						\$ 59,699,727

CHESTER COUNTY
FISCAL YEAR 2025-2026

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

GENERAL FUND

PROPERTY TAX

Real and Personal	13,011,779
Vehicle Taxes	2,095,024
Delinquent Tax Collections	750,000
Local Option Taxes - Credit Fund	3,577,906
Local Option Taxes - County Revenue Fund	1,386,062
Homestead Exemption	1,130,000
Manufacturers Reimbursement	1,492,836
P.I.L.O.T.	266,000
Fee-in-Lieu of Taxes	5,194,780
Merchants Inventory	90,024
	<u>28,994,411</u>

LICENSES, FEES, FINES AND PERMITS

Magistrates	421,000
Clerk of Court - Fines and Fees	356,000
Family Court	93,500
Vehicle Decal Fees	27,000
Tax Collector	94,000
Probate Judge	78,000
Zoning Fees	14,200
Building Permits	1,000,000
	<u>2,083,700</u>

INTERGOVERNMENTAL

Local Government Revenue	1,970,469
Accommodations Tax - State Allocation	50,000
Salary Supplement - Elected Officials	63,750
Operating Transfer In	50,000
Town of Great Falls - Fire Allocation	100,000
Sheriff Local Sources	9,000
	<u>2,243,219</u>

OTHER INCOME

EMS Fees	1,950,000
Franchise Fees	19,600
D.S.S.	6,500
Interest Income	885,000
Rentals	60,000
National Forest Fund	48,000
Animal Control Revenue	9,500
Appropriation of Fund Balance	497,988
Miscellaneous	198,600
	<u>3,675,188</u>

TOTAL GENERAL FUND

36,996,518

MILLAGE FUNDS

PROPERTY TAXES

Chester Fire District	2,665,529
Lando Fire District	217,175
Lewis Fire District	124,700
Fort Lawn Fire District	286,495
Richburg Fire District	1,109,450
Library Operations	1,025,000
Solid Waste Collection	1,150,696
York Tech	400,000

TOTAL MILLAGE FUNDS

6,979,045

CHESTER COUNTY
FISCAL YEAR 2025-2026

SPECIAL REVENUE FUNDS

E-911 Funds	326,350
C-Funds	1,499,000
Victims Assistance Fund	143,160
Economic Development 4% FILOT	305,356
Capital / Rolling Stock Program	2,244,303
Capital Reserve Fund	200,000
American Rescue Plan Act (ARPA)	2,165,693
State ATAX	137,000
County Local ATAX	351,532
TOTAL SPECIAL REVENUE FUNDS	<u>7,372,394</u>

ENTERPRISE FUND

USER FEES	
Solid Waste Disposal	1,976,554
Gateway Conference Center	493,110
TOTAL ENTERPRISE FUND	<u>2,469,664</u>

DEBT SERVICE FUND

Lando Fire District Debt Service	100,096
Fort Lawn Fire Debt Service	45,662
Chester County Debt Service Retirement	2,722,768
Capital Project Sales Tax Debt Service	2,543,297
Richburg Fire District Debt Service	284,323
Chester Fire District Debt Service	185,960
TOTAL DEBT SERVICE FUND	<u>5,882,106</u>
TOTAL REVENUE	<u>\$ 59,699,727</u>

To further meet the appropriations provided by this ordinance, The Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the Chester County Treasurer is directed to collect a tax necessary to meet all budget requirements, except as provided for by other revenue sources, for the operation of the county government for the fiscal year beginning July 1, 2025 through June 30, 2026.

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

SECTION 4: No money appropriated for any specific purpose under the provisions of this ordinance shall be used for any other purpose than that specified; provided however, that the Chester County Administrator may reallocate budgeted but unexpended funds within any county office, department, board, commission or institution receiving County funds; provided, further that the Chester County Council or a majority thereof may in its discretion by proper resolution transfer or reallocate budgeted but unexpended funds from one County office, department, board, commission, or institution to another. The County Administrator may allocate budgeted but unexpended Contingency funds between county departments without Council approval. Also, any reallocation of unexpended funds that obligates future budgets must be approved by Chester County Council. Any amount appropriated in this ordinance may be discontinued at any time by appropriate action of a majority of the County governing body.

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

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

SECTION 7: An independent annual audit of all financial records and transactions of the County shall be made by a Certified Public Accountant or Firm of public accounts who have no personal interest, direct or indirect in the fiscal affairs of the County government of Chester County or any of its officers. The County Council may, without requiring competitive bids, designate such accountant or firm annually or for a period not exceeding one year, provided that such designation shall be made not later than thirty (30) days after the beginning of such fiscal year. Unless included in the Annual County audit, an annual audit of each agency, board, bureau, or commission of Chester County, funded in whole or in part by County funds shall be made. Copies of the annual audit and such other audits as required by this section shall be filed in the office of the Clerk of Court for Chester County and provided for the Chester County Administrator and every member of the County governing body. The audit reports shall be made available for public inspection.

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

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

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

SECTION 11: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Lando Fire District in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$217,175 which shall be utilized for the support of the Lando Fire District. The total amount appropriated for the Lando Fire District is \$217,175.

SECTION 12: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$100,096 which shall be applied to the retirement of Lando Fire District bonded indebtedness. The total amount appropriated for the Lando Fire District bond retirement is \$100,096.

SECTION 13: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Lewis Fire District in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$124,700 which shall be utilized for the support of the Lewis Fire District. The total amount appropriated for the Lewis Fire District is \$124,700.

SECTION 14: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Fort Lawn Fire District in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$286,495 which shall be utilized for the support of the Fort Lawn Fire District. The total amount appropriated for the Fort Lawn Fire District is \$286,495.

SECTION 15: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$45,662 which shall be applied to the retirement of Fort Lawn Fire District bonded indebtedness. The total amount appropriated for the Fort Lawn Fire District bond retirement is \$45,662.

SECTION 16: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Chester Fire District, in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$2,565,529 which shall be utilized for the support of the Chester Fire District. The total amount appropriated for the Chester Fire District is \$2,665,529.

SECTION 17: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$185,960 which shall be applied to the retirement of Chester Fire District bonded indebtedness. The total amount appropriated for the Chester Fire District bond retirement is \$185,960.

SECTION 18: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Richburg Fire District, in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$134,166 which shall be utilized for the support of the Richburg Fire District. The total amount appropriated for the Richburg Fire District is \$1,109,450.

SECTION 19: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$284,323 which shall be applied to the retirement of Richburg Fire District bonded indebtedness. The total amount appropriated for the Richburg Fire District bond retirement is \$284,323.

SECTION 20: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the unincorporated area of Chester County, South Carolina, and the Chester County Treasurer is directed to collect a tax of \$1,150,696 which shall be utilized for the support of Solid Waste Collection. The total amount appropriated for Solid Waste Collection is \$1,150,696.

SECTION 21: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$2,722,768 which shall be applied to the retirement of Chester County bonded indebtedness. The total amount appropriated for the Chester County bond retirement is \$2,722,768.

SECTION 22: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$995,000 which shall be utilized for the support of the Chester County Library. The total amount appropriated for the Chester County Library is \$1,025,000.

SECTION 23: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$400,000 which shall be utilized for the support of the York Technical College campus in Chester County. The total amount appropriated for the York Technical College campus is \$400,000.

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

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

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

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

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

PARKS AND RECREATION	FEE (\$)
County Owned / Leased Recreational Facilities	100.00
CHESTER WAR MEMORIAL BUILDING	875.00
Booking Deposit – 25% of Total Rental (Non-refundable)	
Security Deposit - \$500 Credit Card Authorization	
Post Event Cleanup Option - \$200	
GREAT FALLS WAR MEMORIAL BUILDING	500.00
Booking Deposit – 25% of Total Rental (Non-refundable)	
Security Deposit - \$500 Credit Card Authorization	
Post Event Cleanup Option - \$200	
THE GATEWAY CONFERENCE CENTER	
Pricing for Sunday – Thursday	
Grand Ballroom (A, B & C), 9,390 sq. ft.	4,800.00
Petite Ballroom (A & B), 6,031 sq. ft.	2,400.00
Ballroom A, 3,462 sq. ft.	1,300.00
Ballroom B, 2,569 sq. ft.	1,300.00
Ballroom C, 3,969 sq. ft.	2,400.00
Grand Salon, 2,852 sq. ft.	1,200.00
Salon A, 1,406 sq. ft., (\$204/4 hours-\$255/5 hours)	700.00
Salon B, 1,446 sq. ft., (\$228/4 hours-\$285/5 hours)	700.00
Grand Meeting Room, 3,064 sq. ft.	1,350.00
Petite Meeting Room (A & B), 2,128 sq. ft.	1,260.00
Meeting Room A, 1,073 sq. ft., (\$228/4 hours-\$285/5 hours)	650.00
Meeting Room B, 1,055 sq. ft., (\$204/4 hours-\$255/5 hours)	650.00
Meeting Room C, 936 sq. ft.	450.00
L&C Conference Room, 396 sq. ft.	210.00
*** In addition to the rental charge, there will be a \$500 credit card authorization	
Pricing for Friday & Saturday	
Grand Ballroom (A, B & C), 9,390 sq. ft.	6,000.00
Petite Ballroom (A & B), 6,031 sq. ft.	3,000.00
Ballroom A, 3,462 sq. ft.	1,600.00
Ballroom B, 2,569 sq. ft.	1,600.00
Ballroom C, 3,969 sq. ft.	3,000.00
Grand Salon, 2,852 sq. ft.	1,500.00
Salon A, 1,406 sq. ft., (\$255/4 hours-\$319/5 hours)	850.00
Salon B, 1,446 sq. ft., (\$285/4 hours-\$356/5 hours)	850.00
Grand Meeting Room, 3,064 sq. ft.	1,688.00
Petite Meeting Room (A & B), 2,128 sq. ft.	1,575.00
Meeting Room A, 1,073 sq. ft., (\$285/4 hours-\$356/5 hours)	825.00
Meeting Room B, 1,055 sq. ft., (\$255/4 hours-\$319/5 hours)	825.00
Meeting Room C, 936 sq. ft.	563.00
L&C Conference Room, 396 sq. ft.	263.00
***In addition to the rental charge, there will be a \$500 credit card authorization	
THE GATEWAY CONFERENCE CENTER	
Projectors (per projector)	100.00
Grand Ballroom	300.00
Grand Salon	200.00
Grand Meeting	300.00
Stage: (8x8 with skirting)	375.00
Podium with microphone	25.00
Podium with computer	65.00
Handheld or lapel microphone	25.00

THE GATEWAY CONFERENCE CENTER (continued)	
XLR input	25.00
A/V rack	125.00
Weekend A/V Tech (unscheduled) (rate per hour)	150.00
A/V Tech (scheduled) (rate per hour)	100.00
Stadium speakers and spotlights- Grand Ballroom	350.00
Stadium speakers and spotlights- Ballroom C	150.00
Sweetheart / Cake table (per table)	7.50
Cocktail Table (per table)	10.00
Mouthwash dispensers (per dispenser)	25.00
Red Wine Corking Fee	200.00
Dressing Lounges (use of 2 nd set or use without appropriate room rental- only if available)	200.00
Post Event Cleanup – (if this option is not chosen renters are responsible for clean-up – Renters who do not choose this option and fail to clean-up will be charged the \$500 security deposit)	200.00
Day of Event Coordinator – Half Day	400.00
Day of Event Coordinator – Full Day	875.00
Linen Package \$239 Small Event / \$479 Medium Event / \$718 Large Event	
Chair Covers \$3/guest / Linen Napkins - \$1.50/guest	
Chiavari Chair Quote – Available upon request	
THE TAX ASSESOR'S OFFICE	
Price per copy of property tax record	0.25
Price per copy of homeowner or business owner property tax record	0.00
Price for digital parcels for entire Chester County	5,500.00
TREASURER'S OFFICE	
Price per copy	0.25
Credit Card Convenience Fee	2% of Total
Vehicle Decal Fee	1.00
Duplicate Receipt	1.00
LANDFILL	
Price per ton – Transfer Station – MSW - Commercial	57.31
Price per ton – Transfer Station – In County (Convenience Sites)	36.00
Price per ton – C&D	48.00
CHESTER COUNTY DETENTION CENTER	
Inmate housing to municipalities (suspended 5/20/19)	52.00
CHESTER COUNTY CORONER'S OFFICE	
Coroner's Report	50.00
Autopsy Report	100.00
Photographs (Per Photo)	2.00
CD/Photographs	25.00
Toxicology Report	50.00
Cremation Report	20.00

SECTION 28: This ordinance shall take effect on July 1, 2025. Adopted this 9th day of June 2025.

Bobby Raines, Council Member (District 3)

Vacant, Council Member (District 2)

John Agee, Council Member (District 1)

Erin Mosley, Vice Chair (At Large)

Pete Wilson, Chair (District 4)

Corey Guy, Council Member (District 5)

William Killian, Council Member (District 6)

ATTEST:

By: _____

Kristie Donaldson
Clerk to County Council
Chester County, South Carolina

First Reading:	May 5 th , 2025
Second Reading:	May 19 th , 2025
Public Hearing:	June 9 th , 2025
Third Reading:	June 9 th , 2025

SOUTH CAROLINA) **RESOLUTION 2025-12 OF**
) **CHESTER COUNTY, SOUTH CAROLINA**
CHESTER COUNTY)

**AUTHORIZING THE DISPOSITION OF CERTAIN REAL OR PERSONAL
PROPERTY; AND PROVIDING FOR OTHER RELATED MATTERS.**

WHEREAS, South Carolina Code Annotated section 4-9-30(2) authorizes Chester County (“County”) to sell or otherwise dispose of real or personal property; and

WHEREAS, the County Council for Chester County, as the County's governing body has determined that it is in the best interest of the County and its citizens to demolish, the item of property listed in Exhibit A, which is attached to and incorporated in this Resolution by reference;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL THAT THE COUNTY AUTHORIZED THE DEMOLITION OF PROPERTY AS DESCRIBED IN EXHIBIT A AND AS APPROVED BY THE CHESTER COUNTY AIRPORT COMMISSION.

And, it is further resolved that the County Administrator, and/or his designee (each, an “Authorized Official”), is authorized to prepare the property and any reasonably necessary and prudent documents for the demolition of real or personal property in this State.

RESOLVED: June 9, 2025

CHESTER COUNTY, SOUTH CAROLINA

Pete Wilson
Chairman, County Council

[SEAL]

Attest:

Kristie Donaldson
Clerk to County Council

[ONE EXHIBIT FOLLOWS]

EXHIBIT A

PROPERTY DESCRIPTION

Department	Make/Model	Serial Number	Description
Chester County Airport	Ace Office and Storage Trailer	HAOT 4986	Mobile trailer with white siding and blue trim

CHESTER CATAWBA REGIONAL AIRPORT COMMISSION

1854 A PIPER DRIVE

CHESTER, SC 29706

803-385-6664

Chester County

Mr. Brian Hester, Chester County Administrator

PO Drawer 580

Chester, SC 29706

Dear Mr. Hester:

I would like to take this opportunity to inform you that the Chester Catawba Regional Airport Commission called a special Commission meeting on May 21, 2025, 11:00 am, to reconsider the tabled motion to demolish the condemned building on the property leased by Skydive Carolina.

After discussion, a motion was made and unanimously approved by the Commission for the county to demolish the building.

Please do not hesitate to contact me if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "H.L. Shugart, Jr.", written in a cursive style.

H.L. Shugart, Jr.

Commission Chairman

**CHESTER COUNTY
ORDINANCE NO. 2025-12**

AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA, AND CHESTER PV1, LLC, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVES; MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK OF CHESTER AND YORK COUNTIES SO AS TO ENLARGE THE PARK; THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina ("County"), acting by and through its County Council ("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; (iii) to permit investors to claim special source revenue or infrastructure 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; and (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, pursuant to the Title 4, Section 1 of the Code of Laws of South Carolina, 1976, as amended ("Park Act"), the County and York County entered into that certain Master Agreement Governing the York-Chester Industrial Park between Chester County, South Carolina, and York County, South Carolina, effective December 31, 2012, (as amended, modified, and supplemented, collectively, "Park Agreement") whereby the County and York County agreed to develop a joint county industrial or business park eligible to include property located in either the County or York County ("Park");

WHEREAS, Section 1.01 of the Park Agreement establishes the procedure for enlargement of the boundaries of the Park to include additional property;

WHEREAS, Chester PV1, LLC, acting for itself, one or more current or future affiliates and other project sponsors (collectively, "Company") proposes to invest in, or cause others to invest in, the establishment or expansion of a manufacturing facility in the County ("Project"), which the Company expects will result in the investment of approximately \$39,140,000 in taxable property;

WHEREAS, the County, having determined that an enlargement of the boundaries of the Park would promote economic development and thus provide additional employment and investment opportunities within said the County and York County, desires to enlarge the boundaries of the Park to include therein

certain property, as described in greater detail on the attached Exhibit A and located in Chester County (“Chester PV1, LLC Property”);

WHEREAS, pursuant to an Inducement Resolution dated as of [●], 2025, the County identified the Project as a “project” as provided in the Act;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 40 years for the Project or each component thereof placed in service during the investment period, and providing certain special source revenue/infrastructure credits; and

WHEREAS, it appears that the Fee Agreement, which is 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 Council, as follows:

Section 1. *Statutory Findings.* Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

Section 2. *Authorization of Fee Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a commercial facility in the State, the Fee Agreement is authorized, ratified, and approved.

Section 3. *Approval of Form of Fee Agreement.* The form of the Fee Agreement presented at this meeting, as attached as Exhibit B, is approved, and all of the terms are incorporated in this Ordinance by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute,

acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel 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 of the Fee Agreement now before this meeting.

Section 4. *Enlargement of the Park.* The enlargement of the boundaries of the Park, and the granting of an extended period of time for inclusion of the Chester PV1, LLC Property in the Park, is authorized and approved.

Section 5. *Authorization for County Officials to Execute Documents.* The Chairman of the County Council, and the Clerk to County Council, for and on behalf of the County, are each authorized and directed to do any and all things reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 6. *General Repealer.* All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

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

CHESTER COUNTY, SOUTH CAROLINA

Pete Wilson, Chairman
Chester County Council

(SEAL)
ATTEST:

Kristie Donaldson
Clerk to Council

First Reading:	May 19, 2025
Second Reading:	June 9, 2025
Public Hearing:	June 23, 2025
Third Reading:	June 23, 2025

EXHIBIT A

DESCRIPTION OF CHESTER PV1, LLC PROPERTY

Tax Map No. []

Also known as: [physical address]

EXHIBIT B

FORM OF FEE IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

FEE AGREEMENT

Between

CHESTER COUNTY, SOUTH CAROLINA

and

CHESTER PV1, LLC

[●], 2025

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

FEE AGREEMENT

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into as of [●], 2025 by and between CHESTER COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Chester County Council (the “County Council”) as the governing body of the County, and CHESTER PV1, LLC (the “Company”).

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, based solely on information provided by the Company to the County, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. Based solely on information provided by the Company to the County, the County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the “Fee Ordinance”) authorizes the County to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property within the Investment Period, provided,

however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Chester PV1, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Chester County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Chester County Council, the governing body of the County.

“Decommission Surety Bond” means, as applicable, a bond taken out by the Company which ensures that the Real Property will be returned, in a substantially similar manner, to its pre-Project state in the event that the Company ceases to operate the Project for twelve continuous months. The value of the bond shall be 150% of the excess of the estimated decommission costs over estimated commodity salvage value, if any. At the cost of the Company, the decommission costs and salvage value shall be determined each three years by a third-party professional engineer licensed in South Carolina

“Decommissioning Plan” shall have the meaning assigned in Section 2.2(d).

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company or a Sponsor Affiliate in their annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company or any Sponsor Affiliate for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes

prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements and except as otherwise permitted by Section 12-44-110 of the Act.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(b) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment

Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company or any Sponsor Affiliate determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2025 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company or any Sponsor Affiliate uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon, together with such additional real property in the County as may be designed by the County or Sponsor Affiliate by filing a revised Exhibit A with the County.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor Affiliate” shall mean an entity that joins with or is an affiliate of, the Company, that participates in the investment in, or financing of, the Project, that meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, and that executes and delivers to the County a Joinder Agreement in the form attached hereto as Exhibit B.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 39th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 39th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 40 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company or a Sponsor Affiliate, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based solely upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties understand to be [REDACTED] mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2024, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County will take all reasonable action to include the Project in an Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to develop, install, or operate the Project, to conduct other legal activities and functions with respect thereto, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its total capital investment will equal or exceed the Act Minimum Investment Requirement.

(d) Contemporaneously with the Commencement Date, and no later than each three-year anniversary of the Commencement Date, the Company shall prepare and present to the County a decommissioning plan, which shall include estimated decommissioning costs and the estimated commodity salvage value of the Project, as determined by a South Carolina-licensed professional engineer (“Decommissioning Plan”). The Decommissioning Plan shall be in form and substance reasonably acceptable to the County. If the estimated decommissioning costs exceed the estimated commodity salvage value, then the Company shall obtain a Decommission Surety Bond and delivery such Decommission Surety Bond to the County no more than 60 days following the cost calculation. The Decommission Surety Bond must remain effective until the earliest of (A) the date on which the Company provides a revised Decommissioning Plan that is reasonably acceptable to the County under which the estimated commodity salvage value equals or exceeds estimated decommissioning costs, (B) the date on which the Company obtains a replacement Decommission Surety Bond pursuant to a revised Decommissioning Plan that is reasonably acceptable to the County, and (C) the date on which the Company has fully decommissioned the Project by returning the Real Property, to a substantially similar manner, to the Real Property’s pre-Project state. This Section 2.2 shall survive expiration or earlier termination of this Agreement, as described in Section 6.10, hereof.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 **The Project.** The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsor Affiliates under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company’s assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including removal,

replacement, and termination, and such Sponsor Affiliate shall be deemed to be a party to this Fee Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in an Industrial Development Park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company and any Sponsor Affiliates are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company and any Sponsor Affiliates anticipate an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the parties have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service during the Exemption Period, or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property placed in service during the Investment Period, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company or any Sponsor Affiliate obtains by construction or purchase in an arm's length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company or any Sponsor Affiliate if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 39 years thereafter or such longer period of years in which the Act permits the Company or any Sponsor Affiliates to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2024, which is [REDACTED] mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company or any Sponsor Affiliates to make annual fee payments.

(b) The FILOT Payment calculated in Section 4.1(a) above shall be referred to as the "Base FILOT Payment." Subject to the terms and conditions of this Fee Agreement, the Base FILOT Payment shall be adjusted each year to produce the "Net FILOT Payment" due. The Net FILOT Payment that the Company or any Sponsor Affiliate shall be required to make shall equal \$257,400 during each year of the term of the Fee Agreement, calculated as \$6,500 multiplied by 39.6 MWac of nameplate capacity. In years in which the Net FILOT Payment is lower than the Base FILOT Payment, an Infrastructure Credit shall be applied to the Base FILOT Payment and shall equal the difference between the Base FILOT Payment and the Net FILOT Payment for such year. In years in which the Net FILOT Payment is higher than the Base FILOT Payment, the Base FILOT Payment shall be increased to equal the Net FILOT Payment. If it is determined that the Company and County may not simply agree upon a higher payment than the Base FILOT Payment, the assessment ratio for any year in which the Net FILOT Payment is higher than the Base FILOT Payment shall be adjusted to an assessment ratio that causes the Base FILOT Payment to equal the Net FILOT Payment. The FILOT Payments shall be in lieu of all ad valorem tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

The amount of the Net FILOT Payment is based upon the assumption that the Project will generate 39.6 MW of photovoltaic generation. If the power generation of the Project is greater or less than 39.6 MW, the Net FILOT Payment shall be adjusted such that the Net FILOT Payment shall equal \$6,500 per MW of photovoltaic generation. Power generation shall be measured as of the last day of the prior fiscal year for purposes of determining the Net FILOT Payment for each property tax year.

(c) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach at least \$31,312,000 by the end of the Investment Period, then this Fee Agreement shall be treated as if the Company failed to achieve the Act Minimum Investment Requirement as described in Section 4.2 hereof.

(d) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

Subject to Section 6.8 hereof, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the “Additional Payment”) pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payments.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company may elect to terminate this Fee Agreement.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services,

equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as permitted by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) intentionally disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically permitted to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the provisions of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County intends to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such intention before making such disclosure, and reasonably to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement, provided, however, a failure by the County to provide notice under this Section 4.9 does not constitute a default under this Fee Agreement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to Sponsor Affiliates or other financing related transfers, as provided in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor Affiliate shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor Affiliate be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses. The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys’ fees (the “Administration Expenses”); provided, however, that no such expense shall be an Administration Expense until the

County has furnished to the Company a statement in writing indicating the amount of such expense and the general reason for its incurrence. As used in this section, “Administration Expenses” shall include the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. The parties anticipate the initial Administration Expenses associated with only this Fee Agreement will be \$6,500.

Section 4.13 Execution of Lease. The parties acknowledge that the intent of this Fee Agreement is to afford the Company the benefits of the FILOT Payments in consideration of the Company’s decision to locate the Project within the County and that this Fee Agreement has been entered into in reliance upon the validity and enforceability of the Act. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or that this Fee Agreement or agreements similar in nature to this Fee Agreement are invalid or unenforceable in any material respect, or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Fee Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and, to the extent permitted under the law in effect at such time, use its best efforts to ensure that the Company receives the benefits of the FILOT arrangement as contemplated by this Fee Agreement.

Section 4.14 Waiver of Benefits of Future Legislation. The Company and any Sponsor Affiliates agree to waive the benefits of any future legislative enactment that reduces property taxes available to solar farm property. If the Company or any Sponsor Affiliate claims any such benefits in addition to the benefits provided in this Fee Agreement, such action shall constitute an early termination of this Fee Agreement by the Company or the Sponsor Affiliate, as applicable, according to Section 4.2, hereof.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate(s) to make any FILOT Payment described hereunder, or any other amounts payable to the County under this Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliate(s) shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company or any Sponsor or Sponsor Affiliate to maintain the Act Minimum Investment Requirement;

(c) Failure by the Company or any Sponsor or Sponsor Affiliate to maintain the minimum investment as required according to Section 4.1(c), hereof;

(d) A representation or warranty made by the County, Company or any Sponsor Affiliate(s) hereunder which is deemed materially incorrect when deemed made;

(e) Failure by the Company or any Sponsor Affiliate(s) to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate(s) specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate(s) 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 Company or such Sponsor Affiliate(s) is diligently pursuing corrective action;

(f) Failure by the Company to comply with any other provisions of the Streamlined FILOT Act; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliate(s) specifying such failure and requesting that it be remedied, unless the County 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 is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(i) terminate the Fee Agreement, upon 30 days' notice to the Company and any Sponsor Affiliate; or

(ii) take whatever action at law or in equity may appear necessary or desirable to remedy such default. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet any investment requirement, other than as expressly set forth herein or as otherwise provided by State law.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Fee Agreement; or

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

In addition to all other remedies provided herein, the failure to make any FILOT payment shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the Negotiated FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, without notice or an opportunity to cure, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of ad valorem taxes to collect any FILOT payments due

hereunder.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 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 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Chester PV1, LLC
600 Park Offices Drive, Suite 285
Durham, NC 27709

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Chester County, South Carolina
Attn: County Administrator
PO Box 580
Chester, SC 29706
(803) 385-5133

WITH A COPY TO:

King Kozlarek Law LLC
Michael E. Kozlarek, Esquire
P.O. Box 565
Greenville, SC 29602

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any

part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the inclusion of property under the terms of this Fee Agreement and the incentive permissible under the Act, consistent with the terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the inducement as provided in this Fee Agreement, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or State laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 A Party shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to

obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond that Party's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with written notice of termination, and such termination shall be effective as of the date determined by the Company; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following the effective date of termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the effective date of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

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

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 6.15 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

ARTICLE VII

INDEMNIFICATION, INDIVIDUAL LIABILITY

Section 7.1 Indemnification Covenants.

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

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

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

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

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 7.1 unless it provides the Company with notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) This Section 7.1 shall survive expiration or earlier termination of this Agreement, as described in Section 6.10, hereof.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator or County Council Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

Signature: _____

Name: _____

Title: _____

ATTEST:

Signature: _____

Name: _____

Title: Clerk to County Council

CHESTER PV1, LLC

Signature: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

All that certain piece, parcel or tract of real property, with any and all improvements that might be situate and located thereon, containing 462.728 acres, more or less, lying and being on both sides of Brown road, County and State aforesaid, and being more fully set forth, shown and described according to a plat of survey entitled "Jennie S. Brown Estate" dated February 28, 2000, prepared by Hipp Land Surveying, and recorded in Plat Cabinet D, Slide 8, Page 3, RMC Office for Chester County, South Carolina, said plat being incorporated herein by reference thereto as a part of this description.

LESS AND EXCEPT: ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF REAL PROPERTY CONTAINING 154.243 ACRES, DESCRIBED ON PLAT ENTITLED "SUBDIVISION SURVEY PREPARED FOR KATHRYN B. TWIFORD AND CAROL E. WILKINS" DATED MARCH 29, 2016, PREPARED BY JAMES J. PITTMAN, PLS, AND RECORDED IN PLAT CABINET E, SLIDE 26, PAGE 5 & 6, OF THE CHESTER COUNTY CLERK OF COURT.

Derivation: This being a portion of the property conveyed to Grantors and Grantee through the estate of Jennie S. Brown, who died testate on July 6, 1999 and whose estate is found in Case File 99-ES-12-145, Chester County Probate Court and by other interest deeds of record.

EXHIBIT B
JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective [●], 2025 (“Fee Agreement”), between Chester County, South Carolina (the “County”) and Chester PV1, LLC (the “Company”).

1. Joinder to Fee Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

The Sponsor Affiliate acknowledges that all references in the Fee Agreement to rights and obligations of the Company in the Fee Agreement apply to the Sponsor Affiliate with respect to its investment in the Project.

The Company (a) agrees to be responsible for all repayment obligations that arise pursuant to the Fee Agreement, unless otherwise agreed to through a separate agreement in writing by and between the Company and the Sponsor Affiliate (including any lease agreements that have been or will be assigned to the Company in connection with the Project); and (b) agrees to indemnify the Sponsor Affiliate against all claims brought against it arising from the Fee Agreement, provided that such repayment obligation is not an obligation of the Sponsor Affiliate under a separate agreement in writing as set forth above or the claim is not a result of Sponsor Affiliate’s own negligence, bad faith, fraud, deceit, or willful misconduct.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of choice of law.

4. Notice.

Notices under Section 6.1 of the Fee Agreement shall be sent to:

[]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below, and the Company hereby agrees to the terms set forth herein

Date

Name of Sponsor Affiliate

Signature: _____

Name: _____
Title: _____
Address: _____

COMPANY:

Signature: _____
Name: _____
Title: _____



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 4-15-25 Case # CCMA25-16 Invoice # 9275/9286

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

Please give your reason for this rezoning request:

STARTING NEW BUSINESS (LIQUOR STORE)

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: 445320

Property Address Information

Property address: 3283 PINCKNEY RD CHESTER SC 29706

Tax Map Number: 019-00-00-011-000 Acres: 0.75

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

PLEASE PRINT:

Applicant(s): ABHISHEK DEUGAN

Address 3084 CENTER RD CHESTER SC 29706

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: 2/26/25

Applicant signature: 2/26/25

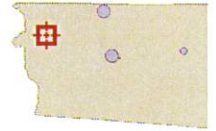
CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.



Chester County, SC



Overview



Parcel ID	019-00-00-011-000	Alternate ID	n/a	Owner Address	DEVGAN ABISHEK
Sec/Twp/Rng	n/a	Class	C		3280 PINCKNEY RD
Property Address		Acreage	3.37		CHESTER SC 29706
District	01				
Brief Tax Description	GRANTS GRO/ WAS CASSELLS GROC (Note: Not to be used on legal documents)				

Date created: 3/14/2025
Last Data Uploaded: 3/14/2025 3:32:02 AM

Developed by SCHNEIDER
GEOSPATIAL

Current Year (2025) Changes



Search Options

Map Number 019-00-00-011-000 Real 00026193 History Year
Name 1 DEVGAN ABISHEK Other Map Number Find

Alerts

Has Additional Comments
Next Year Record Exists

Owner Information

Post Initials HD Reason for Change Activity Date 02/05/2025
Name 2 Land Value 32,500
Address 1 3280 PINCKNEY RD Building Value 70,000
Address 2 CHESTER SC Total Market Value 102,500
Zip Code 29706 Total Tax Value 102,500

Codes

District 01 Fire Code WC WEST CHESTER
Town Neighborhood R2 RURAL 2
Subdivision Use Class
Description GRANTS GROCVAS CASSELLS GROCV
Legal
Location Street Number 3280 Street Name PINCKNEY 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 (2026) Changes



Search Options

Map Number

019-00-00-011-000

Real

00026193

History Year

Name 1

DEVGAN ABISHEK

Other Map Number



Alerts

**Has Additional Comments
Current Year Record Exists**

Owner Information

Post Initials

HD

Reason for Change

Activity Date

02/05/2025

Name 2

Address 1

3280 PINCKNEY RD

Address 2

CHESTER SC

Zip Code

29706

Land Value

32,500

Building Value

70,000

Total Market Value

102,500

Total Tax Value

102,500

Codes

District

01

Town

Subdivision

Description

GRANTS GROC/WAS CASSELLS GROC

Legal

Fire Code

WC

WEST CHESTER

Neighborhood

R2

RURAL 2

Use Class

Location

Street Number

3280

Street Name

PINCKNEY RD

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

Base

Agricultural Use

Reappraisal Notice

MCIP

Industrial Park ID

Rollback

Exempt

Scroll by: MAP#

COMMERCIAL-INDUSTRIAL APPRAISAL CARD

SOUTH CAROLINA COUNTY Chester

CARD _____ OF _____ CARDS

PROPERTY CLASS _____

19-0-0-11

019-00-00-011-000
DEVGAN ABISHEK

153 SHIVERS GREEN RD
LUGOFF SC 29706

DISTRICT 5 DATE OF APPRAISAL 3-23-92 APPRAISER [Signature]

Occupants Name & Address — Lessee Property Location

LOIS G. CASSELLS

DDA CASSELLS Grocery

St. Rt. & No. Hwy 9.

Legal Desc.

State Standard Class

Occupancy Rural Ser. ST. + Grocery

Transferred From	Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	Sales Prices	Affidavit	Mortgage	Stamps
<u>William T Wade</u>	<u>371</u>	<u>81</u>	<u>2 AC</u>			<u>1951</u>	<u>4,500</u>			
<u>W. G. GRANT</u>	<u>330</u>	<u>20</u>	<u>2 AC</u>			<u>June 1964</u>	<u>P.C.</u>			
<u>Belva F. Boland</u>	<u>505</u>	<u>555</u>				<u>7-18-83</u>	<u>\$10,750.00</u>			
<u>Robert D. Cassels</u>	<u>674</u>	<u>13</u>	<u>2.49</u>	<u>1</u>	<u>612</u>	<u>3-1-95</u>	<u>\$30,000</u>			
<u>Crystal M. Thelton</u>	<u>996</u>	<u>295</u>	<u>2.49</u>			<u>9-1-09</u>	<u>\$200,000</u>			
<u>Crystal M. Thelton</u>	<u>997</u>	<u>146</u>	<u>2.49</u>			<u>9-11-09</u>	<u>Re-Record</u>			
<u>Robert H. Sanders</u>	<u>1043</u>	<u>55</u>	<u>0.75 ac</u>	<u>5-11-0</u>	<u>PH4</u>	<u>10-3-11</u>	<u>\$2500</u>			
<u>Brian C Grant - et al</u>	<u>1353</u>	<u>246</u>	<u>2.1</u>			<u>8-31-21</u>	<u>\$190,000</u>			
<u>Brian C Grant - et al</u>	<u>1353</u>	<u>250</u>	<u>0.75 ac</u>			<u>8-31-21</u>	<u>\$1100</u>			
Expenses	Income		Cap. Rate		Static	Earth Road	Pavement	Water	High	
Net Inc.					Regressive	Railroad	Fence	Gas	Low	
Inc. to Land					Old	Water	Landscaping	Sewer	Rolling	
Inc. to Imp.					New	Airport	Well	All Utilities	Swampy	
Recapture										

2.49 + 0.75 ac = 3.24 ac

98,000

9650 1700

11420'
14735'

70x140
Yards
210' x 420'

ZONING

Residential	Industrial
Commercial	Agricultural

ESTIMATED MARKET VALUE

LEASE _____ BK _____ PG. _____ NO. YRS. _____ REM. YRS. _____ RENT _____ L/P _____

Number	Ac.	LOTS	IMPS.	TOTAL	Frontage	Depth	Depth Factor	Unit	Unit Value	Lot Value	Corner Influence	Distracting Influences	Total
Correlated Value													
Appraisal Value													
Assessed %													
Reviewed By													
Date													
Total Land Value													

Measured By _____ Date 19-8-2012

COMMERCIAL BUILDING RECORD

FOUNDATION - 1		FLOORS - 6				PLUMBING - 12		ADDITIONS COMPUTATIONS				SCHEDULE		REF		SKETCH	
Concrete		B	1	2	3	4	Bath Rooms	Item No.	Area	Unit Cost	Total						
Conc. Block	Concrete					Toilet Rooms											
Tile	Earth					Water Closets											
Brick	Hardwood					Urinals											
Stone	Pine					Lavatories											
	Carpet					Sinks											
EXTERIOR WALLS - 2		Terrazzo															
Solid Com. Br.	Reinf. Conc.					CER. TILING - 13											
C. Br. on Tile or CB	Tile					Bath Fir. & WSCT.											
Face Br. on Com. Br.						Ter. Fir. & WSCT.											
F. Br. on Tile or C.B.	CEILINGS - 7					Bath Rm. Fir.											
Face Br. Veneer	B	1	2	3	4												
Com. Br. Veneer	Plaster																
Concrete Block	Metal					MISC. - 14											
Tile	Sheet Rock					Fire Proof Const.											
Reinf. Conc.	No Ceiling					Mill Const.											
Cut Stone Facing	Acoust.					Rein. Con. B. & Cts.											
T. C. Facing						Steel Frame											
Stone or T. C. Trim	INTERIOR FIN. - 8					Steel Beams & Col.											
Stucco on Tile or C.B.	B	1	2	3	4	Steel Trusses											
Siding	Pine					Steel or Bar Joist											
Shingles	Hardwood					Tbr Beams & Cols.											
Metal	Plaster					Wood Joist											
Party Wall	Sheetrock					Sprinkler System											
Load Bearing	Plast. Bd.					Pass Elev.											
	Panel					Freight Elev.											
STORE FRONT - 3	Unfin.					Decking											
Plate Glass Met. Fr.						Yr. Built											
Plate Glass Wd. Fr.	PARTITIONS - 9					Yr. Remodel											
Average Recess	Wd. Stud					Fireplace											
Deep Recess	Tile or C. B.					Steel Fr. Sash											
No. Entrances	Brick					Wood Fr. Sash											
Display Island	Sheetrock					Fire Escapes											
Ultra Mod. Front	Panel																
Modern Front						Cond.	E	G	F	P							
Average Front	ENVIRONMENTAL - 10					Int. Fin.											
Poor Front	Steam					Layout											
	Hot Water																
	Forced Air																
BASEMENT - 4						LIGHTING - 13											
Area 1/4 1/2 3/4 F	Electric					Good											
Fin. 1/4 1/2 3/4 F	Unit Heaters					Average											
Apts. Stock Sales	Air Cond.					Poor											
Boiler Rm. Only	Oil																
ROOF AND TYPE - 5	Gas					Fluorescent											
Metal	Stoker					Incandescent											
Reinf. Conc.	No Heat					LOCATION											
Tar & Gravel	WIRING - 11					Exc.											
Composition	Knob & Tube					Good											
Flat	Armored Cable					Fair											
Gable	Pipe Conduit					Poor											
	Romex																
GRM							X MARKET RENT					Total					

$2 \times 1,000 + 2,500 = 4,500$
 $207 = 4,500$

New
 STORE 00

$2,000$
 $2,000$
 $L = 2.49 \text{ AC} \times 2,000/\text{AC} = 4,980$
 $R = 4,980$
 $9,780 R - 9,800$

2000 34,300



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

Issued to:

ABHISHEK DEVGAN

3280 PINCKNEY ROAD
CHESTER, SC 29706

Receipt No. 9275

Date 02/26/2025
Cashier shudson

Payment Items

Map Amendment REZONING

\$150.00

\$150.00

Form of Payment

Credit Card \$150.00
\$150.00

Thank you for your payment.



NAICS Code Description

[Looking to purchase a List of these Companies?](#)

[Click here](#) 

445320 - Beer, Wine, and Liquor Retailers

Top Businesses by Annual Sales for 445320 – Click for Complete Profiles:

Retail Services & Systems Inc	Michael Skurnik Wines Inc
ABC Liquors Inc	Zachys Wine & Liquor Store Inc
Bevmo Holdings LLC	Crown Lounges
Wine Group LLC	Sigels Beverages LP
Centennial Beverage Group LLC	Liquor Barn Inc

This industry comprises establishments primarily engaged in retailing packaged alcoholic beverages, such as ale, beer, wine, and liquor.

Cross-References. Establishments primarily engage

[Privacy & Cookies Policy](#)

- Retailing packaged liquor in combination with providing prepared drinks for immediate consumption on the premises--are classified in Industry **722410**, Drinking Places (Alcoholic Beverages);
- Manufacturing brewery, winery, and distillery products for consumption off the premises--are classified in Industry Group **3121**, Beverage Manufacturing; and
- Manufacturing brewery, winery, and distillery products in combination with providing prepared food and drinks for immediate consumption on the premises--are classified in Subsector **722**, Food Services and Drinking Places.

<u>2007 NAICS</u>	<u>2012 NAICS</u>	<u>2017 NAICS</u>	<u>2022 NAICS</u>	<u>Index Entries for 445320</u>
445310	445310	445310	445320	Beer stores, packaged
445310	445310	445310	445320	Duty free liquor shops
445310	445310	445310	445320	Liquor stores, package
445310	445310	445310	445320	Package stores (i.e., liquor)
445310	445310	445310	445320	Wine shops, packaged

[Looking to purchase a List of these Companies?](#)

[Click here](#) 



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

Issued to:

ABHISHEK DEVGAN

3280 PINCKNEY ROAD
CHESTER, SC 29706

Receipt No. 9286

Date 03/03/2025

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.

C48 D Slide 176 pg 104

Located on SC 9
Township of Baton Rouge
Chester County, South Carolina
September 17, 2011

REFERENCES
PROPERTY OF ROBERT A. SANDERS
TAX MAP # 019-00-00-008
DB. 760 PG. 77 PB. "N" PG. 191

Location Map N.T.S.

201108069987
Filed for Record in
CHESTER COUNTY SC
SUE K. CARPENTER, CLERK OF COURT
10-05-2011 At 11:00:48 am.
PLAT 10.00

Volume _____ Page _____

MAGNETIC NORTH

MARGARET O. CASSELS
TAX MAP # 019-00-00-087
DB. 758 PG. 302
PB. "C" SLIDE 163 PG 9B

MARGARET O. CASSELS
TAX MAP # 019-00-00-087
DB. 758 PG. 302
PB. "C" SLIDE 163 PG 9B

BRIAN C. GRANT
DBA GRANT'S GROCERY
TAX MAP # 019-00-00-011
DB. 997 PG. 146

JENNIFER N. BRUNET
TAX MAP # 019-00-00-009
DB. 797 PG. 315

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]
 Clerk

NOTES:

—v— = OH POWER LINE.

☒ = 8 INCH NAIL SET

**SURVEY MADE USING EXISTING
PHYSICAL EVIDENCE FOUND AT
THE TIME OF THE SURVEY.**

SUBJECT PROPERTY MAY BE
SUBJECT TO RECORDED OR
UNRECORDED EASEMENTS, AND
RESTRICTIVE COVENANTS NOT
SHOWN HEREON.

HAMILTON, DELLENY & GRIER, P.A.
ATTORNEYS AT LAW
P.O. BOX 808
CHESTER, SC 29706-0808

INTERSECTION OF
SC 9 AND SR-12-49

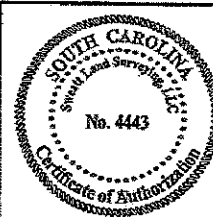
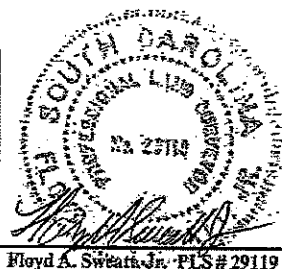
SCALE: 1" = 100'



REFERENCES
PROPERTY OF ROBERT A. SANDERS
TAX MAP #019-00-00-008
DB. 760 PG. 77 PB. "N" PG. 191

DRAWING = GRANT.PCS

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



Sweatt Land Surveying, LLC

**P.O. Box 339
McConnells, SC 29726
Telephone 803-417-0880**

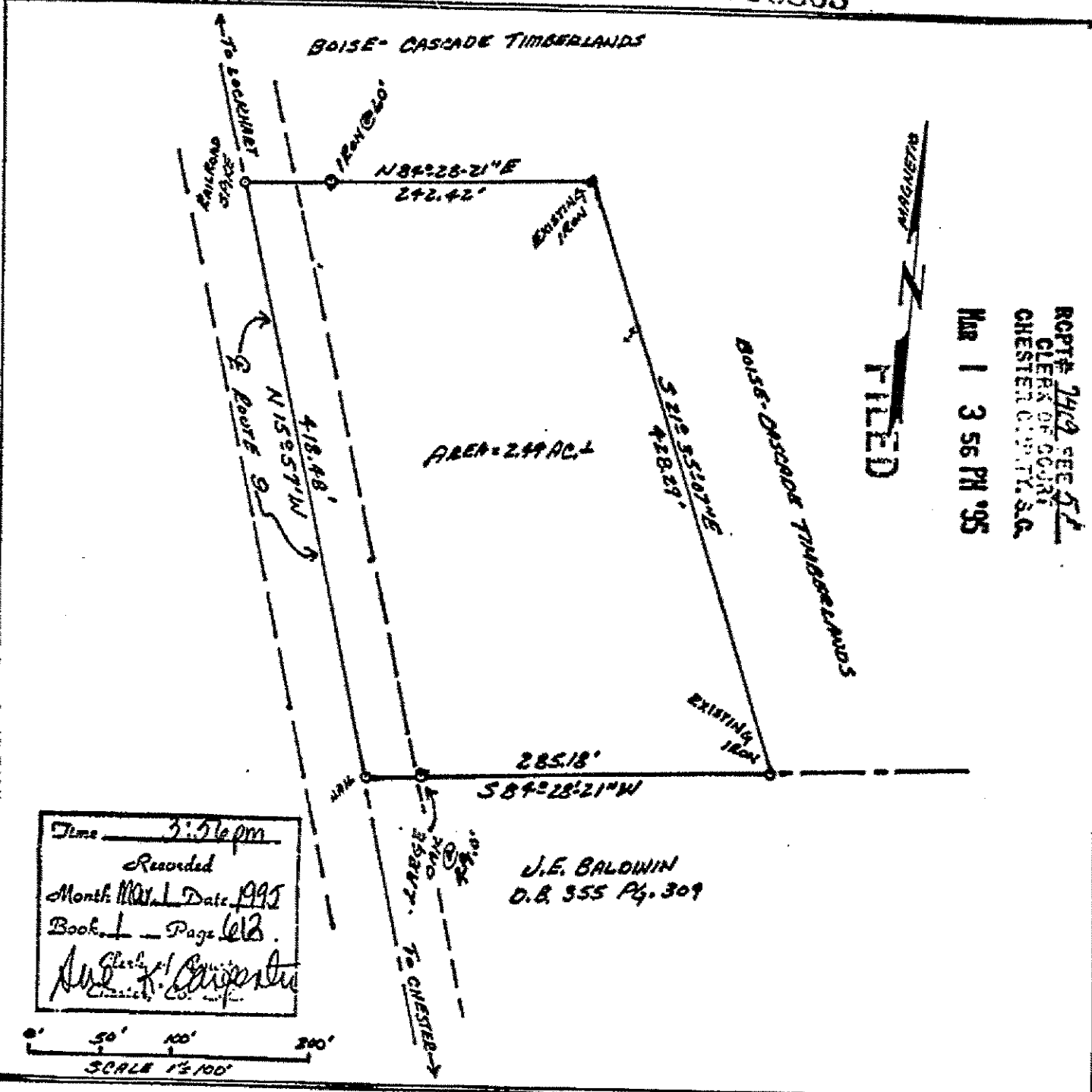


612

BOUNDARY SURVEY FOR ROBERT D. CASSELLS
BATON ROUGE TOWNSHIP - CHESTER CO.
SOUTH CAROLINA

JUNE 15, 1981

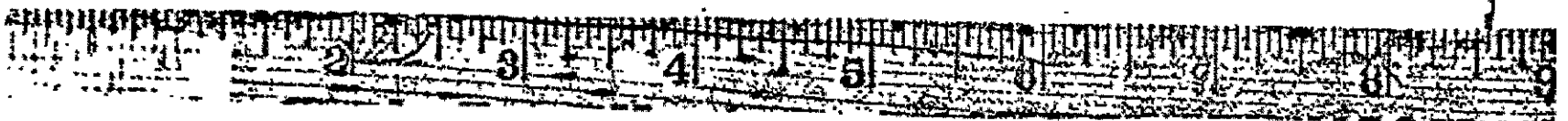
000803



WILTON E. FINKENSTADT, SURVEYOR
872 BRIARFIELD ROAD
ROCK HILL, S.C.
TELE: 803 • 324 • 2475

I HEREBY CERTIFY THAT THE RATIO OF
PRECISION OF THE FIELD SURVEY IS $1/1000$
AS SHOWN HEREON AND THE AREA WAS
DETERMINED BY D M D METHOD.

RLS SC 5296



SUBDIVISION BOND

Bond No.: 2364147

Principal Amount: \$8,870,973.84

KNOW ALL MEN BY THESE PRESENTS, that we

Dream Finders Homes, LLC

14701 Philips Highway, Jacksonville, FL 32256

as Principal, and

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800, Kansas City, MO 64105

a MO

Corporation, as Surety, are held and firmly bound unto

Chester County, SC

158 Main St, Chester, SC 29706

as Obligee, in the penal sum of

Eight Million Eight Hundred Seventy Thousand Nine Hundred Seventy

Three and 84/100

(Dollars) (\$8,870,973.84), lawful money of the

United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Dream Finders Homes, LLC has agreed to construct in

Richburg Meadows, Phase 1 Subdivision, in Chester, SC the following

improvements:

Storm, Water, Sewer, Forcemain, Pump Station, Stone Base & Paving, Concrete, Miscellaneous and Basins

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 22nd day of May, 2025

Dream Finders Homes, LLC

Principal

By:

Robert E. Rive, Jr., Esq.

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By:

James Moore

Attorney-in-Fact

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On May 22, 2025, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James Moore known to me to be Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

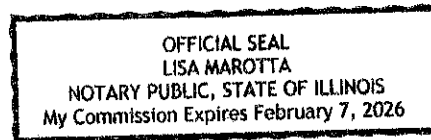
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026



Lisa Marotta, Notary Public

Commission No. 946275



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAMES MOORE, STEPHEN KAZMER, DAWN L. MORGAN,

MELISSA SCHMIDT, KELLY A. GARDNER, AND TARIESE PISCOTTO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd of May, 20 25

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

[EXTERNAL]

From Carol Grant [REDACTED]
Date Thu 6/5/2025 4:04 PM
To Kristie Donaldson <kdonaldson@ChesterCountySC.gov>

Chester County Council

This is to inform you that I find it necessary to resign from the Hazel Pittman Center Board of Directors effective immediately, 6-5-2025.

I certainly appreciate the opportunity to serve in this position, but due to having a stroke I am no longer able to fulfill the duties required.

Respectful

Carol Grant

[EXTERNAL] Cemetery board

From Natalie Paul [REDACTED]
Date Wed 5/21/2025 11:48 AM
To Kristie Donaldson <kdonaldson@ChesterCountySC.gov>

While I'm thinking- I need to be removed from the Cemetery board due to my health. Sandy is aware.
Sent from my iPhone