



Chester County Council Meeting

R. Carlisle Roddey Government Building
1476 J A Cochran Bypass | Chester, SC 29706
Monday, August 18, 2025 | 6:00 PM

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. APPROVAL OF MINUTES

- a) July 21, 2025 County Council Meeting Minutes
- b) August 11, 2025 Council Workshop Minutes

4. CITIZEN'S COMMENTS

5. PUBLIC HEARING

6. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

- a) Proclamation in Honor of National Emergency Management Month
- b) Resolution 2025-19 Providing preliminary approval for certain incentives to induce a company identified as Project 2493, acting for itself, one or more current or future affiliates (collectively, "company") to establish or expand certain facilities in Chester County, South Carolina ("county"), including (1) a fee in lieu of ad valorem tax arrangement; (2) a multi-county industrial or business park arrangement; (3) a special source revenue credit; (4) adoption of a letter of intent regarding the transfer of certain real property owned by the county; and (5) other related matters.
- c) 1st Reading of Ordinance 2025-19
Amending Ordinance No. 2018-11, as amended and clarified by Ordinance No. 2022-13, as further amended by Ordinance No. 2023-15, to provide for the allocation of fee in lieu of tax revenues for some property located in the county; and providing for other related matters.
- d) 1st Reading of Ordinance 2025-18
To repeal the county's land development regulations, enacted December 11, 2002, as subsequently amended, and replace the same by enacting Chapter 2: Subdivision and Land Development Regulations, of the County's Unified Development Ordinance; and to provide for

other related matters.

e) 1st Reading of Ordinance 2025-17

Authorizing the execution and delivery of a first amendment to fee-in-lieu of tax and incentive agreement, by and among Chester County, South Carolina (“county”), IKO Glass Fiber Inc. (“IKO Glass”), and IKO Mat Tech Inc. (“IKO Tech”), previously identified as Project Phoenix22, acting for themselves, one or more affiliates and/or other project sponsors (collectively, “company”), pursuant to which the company and the county agree to certain amended incentives and amended performance measures; and providing for other related matters.

7. ADMINISTRATOR’S REPORT

8. CONSENT AGENDA

a) 3rd Reading of Ordinance 2025-13

Approving the execution and delivery of a project agreement between the County and Project Eureka Mills; and providing for other related matters.

b) 2nd Reading of Ordinance 2025-14

The addition of definitions to Chapter 22 – Article I- In General, Section 22-1; amending language of Article II- Nuisance Abatement, Section 22-19 to provide for additional conditions that result in a Public Nuisance; and to provide for other related matters.

c) 2nd Reading of Ordinance 2025-16

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

9. OLD BUSINESS

10. NEW BUSINESS

a) Consideration of usage of excess CPST funds for Great Falls Visitor Center

b) County Project Updates

Harold Hayes, Project Manager

c) Veterans and Visitor History Center Update

Vice Chair Erin Mosley

d) 1st Reading of CCTA25-07 – Chester County Zoning Ordinance – Text Amendments

Chapter 4 § 4-111 RG-1 – Multi-Family Residential Uses

Add Text:

RG-1 <u>PERMITTED USES</u>	NAICS CODE	NAICS DESCRIPTION	PARKING SPACES REQUIRED
1. Urban Conservation Subdivision	814 111 112	Private households (except mobile or manufactured homes) in the setting of an urban conservation subdivision, along with associated permitted uses	As required in subdivision code

- e) 1st Reading of CCTA25-08 – Chester County Zoning Ordinance – Text Amendments
Chapter 4 § 4-112 RG-1 – Multi-Family Residential District Regulations

Add Text:

The following regulations apply to all uses in RG-1 districts:

Minimum residential lot area:	<u>Single family</u> : With public water and sewer: 10,000 square feet. With public water; individual sewer: ½ acre as directed by DHEC. With individual water and sewer: 1 acre as directed by DHEC. <u>With public water and sewer in an Urban Conservation Subdivision: 6,500 square feet.</u> <u>Multi-family</u> : 12,000 square feet for first dwelling unit; 3,000 square feet for second dwelling unit; thereafter 2,500 square feet for each additional dwelling unit.
Minimum lot width at building line:	<u>With public water and sewer</u> : 70 feet. <u>With public water and sewer in an Urban Conservation Subdivision: 60 feet.</u> <u>Other</u> : 130 feet.
Minimum side yard:	<u>Principal structure</u> - 15 feet from interior side lot line 10 feet from interior side lot line in an Urban Conservation Subdivision. <u>Accessory structure</u> - 6 feet from interior side lot line.

- f) 1st Reading of CCTA25-09 – Chester County Zoning Ordinance – Text Amendment
Chapter 4 § 4-113 RG-2 - General Residential District Uses.

Add Text:

RG-2 <u>PERMITTED USES</u>	NAICS CODE	NAICS DESCRIPTION	PARKING SPACES REQUIRED
1. Urban Conservation Subdivision	814 111 112	Private households (except mobile or manufactured homes) in the setting of an urban conservation subdivision, along with associated permitted uses	As required in subdivision code

- g) 1st Reading of CCTA25-10 – Chester County Zoning Ordinance – Text Amendments
Chapter 4 § 4-114 RG-2 - General Residential District Uses.

Add Text:

Minimum residential lot area:	<u>Single family</u> : With public water and sewer: 10,000 square feet. With public water; individual sewer: ½ acre as directed by DHEC. With individual water and sewer: 1 acre as directed by DHEC. <u>With public water and sewer in an Urban Conservation Subdivision:</u> 6,500 square feet. <u>Multi-family</u> : 12,000 square feet for first dwelling unit; 3,000 square feet for second dwelling unit; thereafter 2,500 square feet for each additional dwelling unit. <u>Manufactured home parks</u> : eight (8) acres.
Minimum lot width at building line:	<u>With public water and sewer</u> : 70 feet. <u>With public water and sewer in an Urban Conservation Subdivision:</u> 60 feet. <u>Other</u> : 130 feet.
Minimum side yard:	<u>Principal structure</u> - 15 feet from interior side lot line 10 feet from interior side lot line in an Urban Conservation Subdivision. <u>Accessory structure</u> - 6 feet from interior side lot line.

- h) 1st Reading of CCTA25-11 – Chester County Zoning Ordinance – Text Amendments
Chapter 4 § 4-115 LC – Limited Commercial District Uses.

Add Text:

LC - PERMITTED USES	NAICS CODE	NAICS DESCRIPTION	PARKING SPACES REQUIRED
2. Urban Conservation Subdivision	814 111 112	Private households (except mobile or manufactured homes) in the setting of an urban conservation subdivision, along with associated permitted uses	As required in subdivision code

- i) 1st Reading of CCTA25-12 – Chester County Zoning Ordinance – Text Amendments
Chapter 4 § 4-116 LC – Limited Commercial District Uses.

Add Text:

The following regulations apply to all uses in LC districts:

Minimum residential lot area:	<u>Single family:</u> With public water and sewer: 10,000 square feet. With public water; individual sewer: ½ acre or as directed by DHEC. With individual water and sewer: 1 acre or as directed by DHEC. <u>With public water and sewer in an Urban Conservation Subdivision:</u> 6,500 square feet. <u>Multi-family:</u> 1 acre.
Minimum lot width at building line:	<u>With public water and sewer:</u> 70 feet. <u>With public water and sewer in an Urban Conservation Subdivision:</u> 60 feet. <u>Other:</u> 130 feet.

- j) 1st Reading of CCTA25-13 – Chester County Zoning Ordinance – Text Amendments
 Chapter 4 § 4-103 R-2 – Rural Two District Uses.
 Add Text:

<u>R-2 CONDITIONAL USES</u> [approved by Zoning Administrator if all conditions are met]	NAICS CODE	NAICS DESCRIPTION	PARKING SPACES REQUIRED
1. Rural Conservation Subdivision, provided all following conditions are met: - The total site plan has at least twenty (20) gross acres and classifies as a medium, major, or mega subdivision. - The site plan is less than one hundred (100) homes. - The entrance to the subdivision is half (0.5) a mile or less, in a direct line, from a state or federal highway.	814 111 112 113	Private households in the setting of a rural conservation subdivision, along with associated permitted uses	As required in subdivision code

- k) 1st Reading of CCTA25-14 – Chester County Zoning Ordinance – Text Amendments
 Chapter 4 § 4-103 R-2 – Rural Two District Uses.
 Add Text:

<u>R-2 SPECIAL EXCEPTIONS</u> [approved by Board of Zoning Appeals after hearing]	NAICS CODE	NAICS DESCRIPTION	PARKING SPACES REQUIRED
1. Rural Conservation Subdivision, provided all following conditions are met: - The total site plan has at least twenty (20) gross acres and classifies as a medium, major, or mega subdivision. - The site plan consists of less than one hundred (100) homes or is within one (1) mile of a state or federal highway, unless an exceptional plan is presented for agricultural or environmental conservation. - Any necessary conditions are imposed for safety,	814 111 112 113	Private households in the setting of a rural conservation subdivision, along with associated permitted uses	As required in subdivision code

traffic, and impact on the district. d. The use is compatible with the district.			
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- l) 1st Reading of CCTA25-15 – Chester County Zoning Ordinance – Text Amendments
Chapter 4 § 4-104 R-2 – Rural Two District Regulations.

Add Text:

The following regulations apply to all uses in R-2 districts.

Minimum lot area:	Residential: 2 acres Rural Conservation Subdivision: 1 acre. Other uses: None, or as specified in conditions
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11. BOARDS AND COMMISSIONS

- a) Olde English District Appointment
- b) Accommodations Tax Board Resignation
- c) Fort Lawn Fire Protection District Appointment
- d) Accommodations Tax Board Appointment
Chairman Wilson, District 4

12. EXECUTIVE SESSION

13. ACTIONS FOLLOWING EXECUTIVE SESSION

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. 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.	Public Hearings: Each speaker will be limited to three minutes. 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, July 21, 2025 | 6:00 PM

MINUTES

Present: Chairman Pete Wilson, Councilman Bobby Raines, Councilman John Agee, Councilman Corey Guy, Councilman William Killian (6:03 arrival), County Administrator Brian Hester, Attorney Michael Kozlarek, Clerk to Council Kristie Donaldson

Absent: Vice Chair Erin Mosley

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

The allegiance was recited and invocation given by Councilman Guy.

3. APPROVAL OF MINUTES

- a) July 7, 2025 County Council Meeting Minutes

Councilman Raines motioned to approve, seconded by Councilman Guy. Vote 4-0 to approve.

- b) July 14, 2025 County Council Workshop Minutes

Councilman Raines motioned to approve, seconded by Councilman Killian. Vote 4-0 to approve.

4. CITIZEN'S COMMENTS

None.

5. PUBLIC HEARING

Chairman Wilson opened the public hearing and stated no speakers were registered to speak. Chairman Wilson offered any audience members to speak—none arose. Chairman Wilson closed the public hearing.

- a) Ordinance 2025-13 Approving the execution and delivery of a project agreement between the County and Project Eureka Mills; and providing for other related matters.

6. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

- a) 2nd Reading of Ordinance 2025-13

Approving the execution and delivery of a project agreement between the County and Project Eureka Mills; and providing for other related matters.

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

- b) 1st Reading of Ordinance 2025-14

The addition of definitions to Chapter 22 – Article I- In General, Section 22-1; amending language of Article II- Nuisance Abatement, Section 22-19 to provide for additional conditions that result in a Public Nuisance; and to provide for other related matters.

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

- c) Resolution 2025-17 - A resolution approving and ratifying an assignment and assumption agreement by and between 1589 Cedarhurst, LLC and BR Diversified Industrial Portfolio 6, DST with respect to the fee in lieu of tax and incentive agreement by and between Chester County, South Carolina and 1589 Cedarhurst, LLC dated February 18, 2025.

Attorney Kozlarek clarified that the resolution involves a related entity transferring their interest, specifically noting that the current investment at the facility is \$23,543,670 (corrected from an earlier figure of \$24,828,995

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

d) **1st Reading of Ordinance 2025-15 (Title Only)**

An ordinance approving and ratifying an amended and restated fee in lieu of tax and incentive agreement by and between Chester County, South Carolina, and BR Diversified Industrial Portfolio 6, DST, a Delaware Statutory Trust; and providing for other related matters.

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

e) **Resolution 2025-18 - Providing preliminary approval, pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, for the execution and delivery of a fee in lieu of ad valorem taxes and special source revenue credit agreement by and between Chester County, South Carolina, and Chester Asphalt Terminal LLC, a South Carolina limited liability company ("company"); providing for a fee in lieu of ad valorem taxes incentive; providing for a special source revenue credit; creating or modifying a joint county industrial and business park agreement between Chester County and York County so as to establish or enlarge the park; and providing for other related matters.**

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

f) **1st Reading of Ordinance 2025-16**

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

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

7. ADMINISTRATOR'S REPORT

Administrator Hester addressed noise complaints from the new IKO facility and stated they are working on an action plan to limit disruptions. He highlighted the Council of Governments' recent NATO Impact Award and noted the lack of one-time (C-fund) road funding this year. Administrator Hester announced that the CPST Committee has been formed, and Attorney Kozlarek is working closely with them and their first meeting will potentially be in August. He also announced Kristie Donaldson's promotion to Purchasing and Procurement Director, where she will continue to serve as Interim Clerk to Council while a replacement is sought. Mr. Hester also celebrated the birth of Nicole Workman's son, Charles Campbell Workman, and reminded everyone that Citizens Academy enrollment is still open for the program starting August 19.

8. OLD BUSINESS

9. NEW BUSINESS

a) **Accommodations Tax Board Fiscal Year 2025-2026 Recommendations**

Maria Hedgepath, A-Tax Board Chair

Maria Hedgepath presented the Accommodations Tax Board funding recommendations for fiscal year 2025-2026. She explained they had more money to distribute and fewer applications this year, allowing them to allocate more funds back to museums. The board carefully reviewed each application and made funding recommendations based on tourist impact and project details.

Councilman Raines motioned to approve the A-Tax funding recommendations, seconded by Councilman Guy. Vote 5-0 to approve.

b) Assessor's Office Update

Rick Anderson, Assessor

Assessor Anderson provided a department update and presented the county's reassessment process for 2025. He explained that South Carolina requires counties to reappraise all properties every five years, with Chester County's last reassessment occurring in 2021. Mr. Anderson detailed how they would assess 25,000 properties, sending sales and assessment data to the Department of Revenue for review. He noted that they received approval for reassessment in late March and had been updating property records since then. Assessor Anderson described how they would send out assessment notices in the next two to three weeks, which would show fair market value, tax value, and other property details. He emphasized that while property values might increase significantly, the taxable value would be capped at 15%. Agricultural land values would remain unchanged, as the state sets those values. Mr. Anderson invited property owners to contact his office with any questions about the reassessment process.

c) Consideration of multi-year Microsoft EA Contract

Corbin Dawson, Network Administrator

Mr. Dawson addressed Council requesting approval for a three-year Microsoft Enterprise Agreement contract. He explained that the total contract cost was \$360,050.16, which broke down to \$20,016.72 per year. Mr. Dawson highlighted that this was a state contract through Shi for Microsoft licensing, and it represented a significant cost savings. He noted that the new contract would save approximately 18% compared to their original budget, amounting to around \$47,000 in savings over the three-year period. The contract was a budgeted item, and Mr. Dawson emphasized the financial benefits of moving to this state contract, which was necessitated by recent changes made by Microsoft.

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

10. BOARDS AND COMMISSIONS

a) Fort Lawn Fire Protection District Board Resignation

Councilman Agee motioned to accept the resignation of Earl Thrailkill, seconded by Councilman Raines. Vote 5-0 to accept.

11. EXECUTIVE SESSION

Councilman Raines motioned to enter into executive session, seconded by Councilman Killian. Vote 5-0 to enter.

a) Discussion of matters relating to the project update of proposed location or expansion of industries:

1. Project P2480
2. Project P2493
3. Project P2515
4. Project P2485
5. Project P2507
6. Project P2532
7. Project P2422

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 P2251

c) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2254

- d) Receipt of legal advice where the legal advice relates to the County Landfill

12. ACTIONS FOLLOWING EXECUTIVE SESSION

Councilman Guy motioned to return to regular session, seconded by Councilman Raines. Vote 5-0 to return. Chairman Wilson noted corrections to two of the project numbers. Project P2251 should be 2551 and Project P2254 should be P2554. Chairman Wilson stated that all items were taken as information only.

- a) Action taken regarding:
 - 1. Project P2480
 - 2. Project P2493
 - 3. Project P2515
 - 4. Project P2485
 - 5. Project P2507
 - 6. Project P2532
 - 7. Project P2422
- b) Action taken regarding Project P2251
- c) Action taken regarding Project P2254
- d) Action taken regarding County Landfill

13. COUNCIL COMMENTS

Chairman Wilson stated that Mr. Hester reminds us that there will not be a council meeting on August 4th and the next meeting will be held on August 18th.

Councilman Agee congratulated a lady that works for Chester County that will be graduating with her masters from USC in nursing.

Chairman Wilson congratulated Clerk to Council Kristie Donaldson on her promotion and expressed appreciation for all that she has done for county council and helping in the interim.

14. ADJOURN

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

Time of adjournment: 8:28pm

Kristie Donaldson

Clerk to Council



Chester County Council Workshop

Planning and Development Session

R. Carlisle Roddey Government Building
1476 J A Cochran Bypass | Chester, SC 29706

Monday, August 11, 2025 | 4:00 PM

MINUTES

Present: Chairman Pete Wilson, Vice Chair Erin Mosley (4:07pm arrival), Councilman William Killian, Councilman Bobby Raines, Councilman Corey Guy, Councilman John Agee, County Administrator Brian Hester, Attorney Michael Kozlarek, Clerk to Council Kristie Donaldson

1. Call to Order

Chairman Wilson called the meeting to order at 4:00pm.

2. Presentation and Discussion of Comprehensive Plan Section 3: Public Infrastructure

Jeremy Ward, Planning and Development Director

Planning and Development Director Jeremy Ward presented Section 3 of the 2025 Comprehensive Plan, that focused on public infrastructure. He explained the importance of dedicating a section to infrastructure, noting that while much of it (like fiber optic, schools, wastewater, roads, and railways) is outside direct county control, the county council's land use decisions have a major impact on how infrastructure is allocated and developed.

He distinguished between auxiliary infrastructure (such as libraries, animal control, parks, and permitting) and essential infrastructure (utilities, water, wastewater, transportation, emergency services, public education, and internet). Director Ward emphasized that essential infrastructure is critical for supporting new large-scale development and is closely tied to public safety and welfare.

Mr. Ward provided data on the county's current infrastructure capacity, including water and wastewater treatment limits, and explained the financial implications of expanding these services. He highlighted that only about 55% of county households are within 100 feet of a water line, and that future growth will require significant investment in infrastructure.

He also discussed trends in emergency services and public education, noting shifts in school enrollment, the rise in homeschooling and private school attendance, and the impact of these trends on planning. He answered council questions about water and sewer capacity, school attendance zones, and the challenges of planning for growth when many infrastructure elements are outside county control.

Director Ward concluded by presenting a map that categorizes areas of the county by infrastructure strength, encouraging council members to use this as a tool for making informed decisions about where to allow new growth. He stressed that while the map is a guide, community preferences and other factors must also be considered.

3. Sustainable Funding for Fire Service in Chester County

Brian Hester, County Administrator

Tommy Darby, Treasurer

J.P. McNeil III, Deputy Director of Fire Services

County Administrator Brian Hester began by outlining the purpose of the workshop: to discuss a proposal to amend Chester County's ordinance governing the distribution of fee-in-lieu (FILOT) tax revenues as they relate to fire service funding. He explained the history of the ordinance, how FILOT revenues had been allocated, and the rationale for considering changes. Treasurer Tommy Darby then explained the three categories of FILOT revenues—pre-gateway, gateway, and post-gateway—and described how these funds had been distributed among the county, school district, and fire districts. He noted that the county collected about \$10.4 million annually in FILOT revenue, with a portion allocated to fire districts, and discussed the budgeting process and the need for stronger financial controls. Administrator Hester presented the proposed amendment, which would have restructured the existing 5% allocation to special purpose fire districts. Instead of automatic distribution, the funds would have been pooled into a dedicated fire service fund, with allocations made by county council during the annual budget process based on demonstrated need and strategic priorities. He emphasized that this change was intended to improve transparency, coordination, and efficiency, and not to reduce funding for any district. The presentation addressed concerns and rumors in the community, clarifying that the proposed process change would not take effect until the next budget year and that no immediate funding would be lost. Administrator Hester highlighted the county's significant investments in fire service over recent years, including increased operational budgets, hiring full-time firefighters, and capital investments in new fire trucks and equipment. Deputy Director JP McNeil provided data on fire service investments, apparatus age, maintenance costs, and the importance of mutual aid among departments. He described the challenges of maintaining an aging fleet and the need for a dedicated funding source for future apparatus replacement and maintenance. The presentation concluded with a discussion about the roles and responsibilities of county council and special purpose fire district boards, the importance of communication and partnership, and the need for all districts to participate in the new budget process. Council members debated the proposed changes, with some expressing concerns about board involvement and communication, while others supported the move toward greater accountability and transparency.

4. Council Comments

Chairman Wilson stated that the next council meeting would be held on Monday, August 18 at 6pm and requested all board members be notified and reiterated that Administrator Hester and council have an open door to discuss the proposed changes in the first reading of the ordinance.

5. Adjourn

Councilman Guy motioned to adjourn, seconded by Councilman Killian. Vote 6-0 to adjourn.

Time of adjournment: 6:07pm

Kristie Donaldson
Clerk to Council

STATE OF SOUTH CAROLINA

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PROCLAMATION

CHESTER COUNTY

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A PROCLAMATION IN HONOR OF NATIONAL EMERGENCY MANAGEMENT MONTH

WHEREAS, emergencies and disasters—whether natural or man-made—can occur with little or no warning, presenting significant risks to the lives, property, and well-being of Chester County residents; and

WHEREAS, the Chester County Emergency Management Department, in coordination with first responders, public health officials, nonprofit organizations, state agencies, and the Federal Emergency Management Agency (FEMA), work tirelessly to plan, respond, recover, and mitigate the impacts of disasters; and

WHEREAS, emergency managers play a vital role in building and maintaining strong partnerships with the community, local businesses, and volunteer groups to ensure coordinated and effective emergency response and recovery; and

WHEREAS, Chester County Council recognizes and appreciates the dedication of our Chester County Emergency Management team — Director Ed Darby, Assistant Director Christopher Eifert, and additional employees — who play a vital role in emergency response services, demonstrating unwavering commitment, professionalism, and service to our community; and

WHEREAS, their continued efforts have strengthened Chester County’s preparedness, response, and recovery capabilities, helping to make our county more resilient in the face of adversity.

NOW, THEREFORE, be it resolved that the Chester County Council does hereby proclaim the month of **August 2025** as:

Emergency Management Awareness Month in Chester County, South Carolina

and urges all residents, organizations, and businesses to recognize and thank the emergency management professionals who work diligently to protect and serve Chester County. We further encourage all community members to take proactive steps toward emergency preparedness.

RESOLVED: August 18, 2025

CHESTER COUNTY, SOUTH CAROLINA

Pete Wilson, Chairman
Chester County Council

(SEAL)
ATTEST:

Kristie Donaldson
Clerk to Council

STATE OF SOUTH CAROLINA)
)
CHESTER COUNTY)
)
RESOLUTION NO. 2025-19
CHESTER COUNTY, SOUTH CAROLINA

PROVIDING PRELIMINARY APPROVAL FOR CERTAIN INCENTIVES TO INDUCE A COMPANY IDENTIFIED AS PROJECT 2493, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES (COLLECTIVELY, "COMPANY") TO ESTABLISH OR EXPAND CERTAIN FACILITIES IN CHESTER COUNTY, SOUTH CAROLINA ("COUNTY"), INCLUDING (1) A FEE IN LIEU OF *AD VALOREM* TAX ARRANGEMENT; (2) A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK ARRANGEMENT; (3) A SPECIAL SOURCE REVENUE CREDIT; (4) ADOPTION OF A LETTER OF INTENT REGARDING THE TRANSFER OF CERTAIN REAL PROPERTY OWNED BY THE COUNTY; AND (5) OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof ("Code"), particularly Title 12, Chapter 44 thereof ("Negotiated FILOT Act") and Title 4, Chapter 1 of the Code ("Multi-County Park Act" or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, "Special Source Act," collectively with Negotiated FILOT Act, "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 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 (iv) to permit investors to claim special source revenue or infrastructure credits against their FILOT payments to reimburse investors for expenditures in connection with certain infrastructure and other qualifying property related to a project;

WHEREAS, a company identified for the time being as Project 2493, acting for itself, one or more current or future affiliates (collectively, "Company") proposes to invest in, or cause others to invest in, the establishment or expansion of one or more investment buildings for manufacturing and/or commercial facilities in the County (collectively, "Project"), which the Company expects will result in the investment by Project 2493 in land and real property improvements as outlined in the attached materials;

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the employment and investment associated therewith, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the FILOT and other incentives hereinafter described, subject, however, to final approval by ordinance of the County Council;

WHEREAS, the County owns certain property in the "Chester Research and Development Park";

WHEREAS, the Company has requested the County explore the possibility of transferring a certain portion of such property to the Company as part of the development of the Project; and

WHEREAS, the Company and the County have developed a letter of intent, the substantially final form of which is attached hereto as Exhibit A and incorporated in this Resolution by reference as if fully set forth in this Resolution (“LOI”), that provides for the potential further development of one or more definitive agreement(s) regarding the transfer and development of the property;

NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:

Section 1. As contemplated by Section 12-44-40(I) of the Code, based solely on information provided to the County by the Company, the County makes the following findings and determinations: (a) the Project will constitute a “project” within the meaning of the Negotiated FILOT Act; (b) the Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; (c) the Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (d) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (e) the purposes to be accomplished by the Project are proper governmental and public purposes; (f) the benefits of the Project are greater than the costs; and (g) the Project will have a substantial public benefit.

Section 2. The County hereby approves and ratifies the LOI, which such changes as are not materially adverse to the County, and authorizes the County Administrator, for and on behalf of the County, to execute and deliver the final LOI and effect the provisions thereof, including determining whether and, if so, when, to terminate the LOI or, alternatively, to provide one or more definitive agreement(s) to County Council for consideration.

Section 3. Subject to the provisions of the Act and to final approval by the Council through adoption of an ordinance (“Approving Ordinance”), the County Council Chair and other officials of the County as may be designated by the Approving Ordinance are authorized, by and on behalf of the County, to enter into a fee in lieu of tax agreement with the Company containing the terms and conditions summarized in the proposed term sheet attached hereto as Exhibit B, which is incorporated in this Resolution by reference as if fully set forth in this Resolution, and other terms and conditions as may be authorized by the Approving Ordinance. Capitalized terms utilized in Exhibit B and not otherwise defined in therein shall have the meanings ascribed to them in this Resolution.

Section 4. All orders, resolutions, and parts thereof in conflict herewith are to the extent of that conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

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

Adopted: August 18, 2025

CHESTER COUNTY, SOUTH CAROLINA

Pete Wilson, Chairman
Chester County Council

(SEAL)
ATTEST:

Kristie Donaldson
Clerk to Council

EXHIBIT A
SUBSTANTIALLY FINAL FORM
OF
LETTER OF INTENT

Chester County, South Carolina
Attn: Brian Hester, County Administrator
Post Office Box 580
Chester, South Carolina 29706

Re: PPP Chester County Industrial Park Project

Dear Mr. Hester:

Subject to the execution of a definitive and mutually acceptable agreement regarding the Property and Project, as laid out herein, this letter (this “**Letter of Intent**”) sets forth the general terms and conditions of the Project between [Project 2493], a Delaware limited liability company (“**Developer**”), and **CHESTER COUNTY, SOUTH CAROLINA** (the “**County**”).

1. **Property and Project.** Developer has proposed that the County convey to Developer Parcel 2, as identified on the proposed concept plan attached hereto as **Exhibit A** and incorporated herein by reference (the “**Concept Plan**”), which is approximately 29 acres of land (the “**Property**”), to be subdivided from that certain parcel located at 5335 Richburg Road, Richburg, South Carolina 29729 and having Chester County tax map number 147-00-00-004-000 (the “**Parent Parcel**”), upon which Property Developer will construct a minimum of one 25,000 square foot building within 18 months from permit being received (each a “**Building**” and collectively the “**Buildings**”) and related improvements for an industrial park (the “**Project**”) in accordance with the Master Plan (as hereafter defined).
2. **Agreement Subject to Definitive Agreement.** This Letter of Intent is not intended to constitute a legally binding or enforceable agreement or commitment on either Party, except for Section 4. The Parties acknowledge and agree that each Party is presently reviewing and determining the viability of the Project based upon the proposed terms and conditions thereof, which terms and conditions are subject to revision and modification until such time as the terms of the Project and agreement of the Parties is reduced to writing in the form of a formal Development Agreement by and between the Parties (the “**Definitive Agreement**”). Although the Definitive Agreement will reflect the basic terms set forth herein, this Letter of Intent is not intended to be an exhaustive statement of all terms and conditions applicable to the Project. The Definitive Agreement may contain terms which vary from those expressed herein based upon further negotiations of the parties, and to the extent the terms of the Definitive Agreement vary from this Letter of Intent, the terms of the Definitive Agreement shall control.
3. **Nonbinding Understandings.** This Section 3 sets forth the nonbinding understandings of the Parties with respect to the Project, as follows (these terms are based upon information currently available, and do not reflect all of the material terms of the Project but provide a basis for negotiating the Definitive Agreement):
 - a. **Definitive Agreement.** The Parties presently intend to negotiate the Definitive Agreement. Binding obligations upon the Parties with respect to the Project shall only arise upon the execution of the Definitive Agreement by both Parties.
 - b. **Conveyance of Property.** In consideration of (i) Developer agreeing to construct the Project, and (ii) Developer’s payment to the County of Ten Thousand and No/100 Dollars (\$10,000.00) per acre of the Property as determined by the final approved and recorded subdivision survey for the Property, the County shall convey (1) the Property to Developer; and (2) a portion of the property identified as proposed Parcel 4 on the Concept Plan (not to exceed 10 acres), which portion of Parcel 4 is to be used for the Project’s Detention Pond (defined herein) (the “**Detention Pond Property**” and together with the Property, the “**Properties**”), at a closing customary in the State where the Property is located (the “**Closing**”). Developer shall use the Detention Pond Property to construct a detention pond that will support the Project (the “**Detention Pond**”). The size and location of the Detention Pond Property must be capable of supporting the Detention Pond and Developer’s

development of the Property. Prior to the end of the Inspection Period (defined herein), the Parties shall use good-faith, commercially reasonable efforts to agree upon the final size and location of the Detention Pond Property. For the avoidance of doubt, the acreage of the Detention Pond Property shall not factor into the calculation of the Purchase Price at Closing.

- c. Inspection Period. Developer shall have a period beginning on the effective date of the Definitive Agreement and ending forty-five (45) days thereafter (the “**Inspection Period**”) in which to conduct physical, engineering, environmental, soil and other feasibility studies and inspections and to cause one or more engineers or other representatives to physically inspect the Property to satisfy itself that the condition of the Property is acceptable to Developer. Prior to the expiration of the Inspection Period, if Developer notifies Seller in writing that the results of its inspections, tests, examinations, or studies are not suitable to Developer or for any other reason whatsoever, in Developer’s sole and absolute discretion, then the Definitive Agreement shall automatically terminate and, pursuant to the paragraph below and if applicable, the County shall reimburse Developer for its Due Diligence Fees (defined below).

During the Inspection Period, if Developer’s costs and fees in connection with its inspections and studies of the Property contemplated above (collectively, “**Due Diligence Fees**”) exceed Thirty Thousand and No/100 Dollars (\$30,000.00) (the “**Cap**”), then Developer shall provide the County with prompt written notification of such fact. If Developer’s Due Diligence Fees exceed the Cap and Developer notifies the County of this fact in accordance with this paragraph, and if the Definitive Agreement is ultimately terminated prior to Closing for any reason other than for Developer’s default of the Definitive Agreement, then the County shall reimburse Developer up to Twenty Thousand and No/100 Dollars (\$20,000.00) from any, if any, available third-party grant sources, for the amount of Developer’s Due Diligence Fees incurred above the Cap, within fifteen (15) days following the termination of the Definitive Agreement.

- d. Closing. The Closing will take place on or before the date that is fifteen (15) days following the later of: (i) expiration of the Inspection Period; (ii) Chester County Council’s approval of the Project and the Definitive Agreement in accordance with applicable laws; (iii) Chester County Council’s approval in accordance with applicable laws of a 30-year Fee in Lieu of Tax Agreement for the Property acceptable to Developer (the “**FILOT**”), which FILOT shall stipulate, among other terms, a 10-year investment window with a fixed 6% milage rate, and a 60% Special Source Revenue Credit for said 10-year investment window; (iv) Developer’s receipt of a commitment for title insurance for the Properties showing only such title exceptions that are acceptable to Developer in its reasonable discretion; (v) Developer’s receipt of an ALTA land survey for the Properties showing only such survey matters on the Properties that are acceptable to Developer in its reasonable discretion; and (vi) Developer’s receipt of a Phase I Environmental Site Assessment for the Properties that reveals no adverse environmental conditions affecting the Properties as determined by Developer in its reasonable discretion.
- e. Master Plan and Approvals. Developer will create a master site plan for the Property setting forth the infrastructure and improvements to be located on the Property (the “**Master Plan**”). The County shall work with Developer to develop and finalize a Master Plan that is mutually acceptable to the Parties. To the extent necessary, the County shall assist or cause such other applicable governmental entities to assist Developer in obtaining any necessary governmental approvals for the Master Plan (“**Master Plan Approval**”) and the Project, including approvals for Developer’s construction and utility plans for the development of the Property, as well as approvals for Developer’s building permits for the Building(s) to be constructed on the Property (said required governmental approvals together with the Master Plan Approval, collectively, the “**Development Approvals**”).
- f. Initial Improvements Construction. In accordance with the Master Plan, upon the conveyance of the Properties to Developer and Developer’s receipt of all necessary Development

Approvals, Developer shall promptly begin construction of the initial Building on the Property (the “**Initial Building**”), which Initial Building shall be no less than 25,000 square feet. Developer shall complete construction and obtain a temporary certificate of occupancy (“**TCO**”) for the Initial Building on or before the date that is eighteen (18) months following Developer’s receipt of its building permit for the Initial Building (the “**Completion Deadline**”).

- g. County’s Right of Reentry. It is understood and agreed that the conveyance of the Properties by the County to Developer is solely for the economic development purposes of increasing the property tax base of the County, increasing the supply of well-paying employment opportunities for the County’s citizens, and stimulating further development and improvements in the County. Consequently, but for the commitment of Developer to develop the Initial Building, the County would not have the authority to negotiate the conveyance of the Properties to Developer. Therefore, it is essential that the deed the County delivers at Closing (the “**Deed**”) convey, and the Deed shall convey, to Developer fee simple title to the Properties subject to condition subsequent and the County’s right of reentry, by which the Properties will be reconveyed to the County if Developer fails to complete construction of and receive a TCO for the Initial Building on or before the Completion Deadline (the “**Right of Reentry Clause**”). Notwithstanding the foregoing, following Developer’s completion of construction and receipt of a TCO for the Initial Building, the Right of Reentry Clause for the Properties shall automatically be deemed released by the County without the need for further approval or action (in writing or otherwise) from the County (the “**Right of Reentry Release**”). The form and content of both the Deed and the Right of Reentry Release shall be agreed to and included as exhibits to the Definitive Agreement.
- h. Project Road. The County shall covenant to use good-faith, commercially reasonable efforts to work with the Chester Development Association and the South Carolina Department of Transportation to attempt to secure grant funding for the County (or one of its agencies) to improve the existing road to the Property from SC Hwy. 99 and extend the road along the northern boundary line and the eastern boundary line of the Property, as depicted on the Concept Plan, provided, however, the County is under no obligation to expend any public funds not obtained from third-party grants for any road improvements.
- i. Utility and Infrastructure. To the best of the County’s knowledge, domestic service levels of water, electric, and gas, infrastructure is existing at or near the boundary line of the Property in locations reasonably sufficient for Developer to connect to and obtain such utility services to the Initial Building. For the avoidance of doubt, Developer acknowledges that the County does not provide any utility service of any nature or kind and all such services are provided by one or more other public and/or private utility entities. Further, Developer acknowledges sewer service is not available at the Property and Developer will be solely responsible for delivering public sewer or a private septic system to the Property in accordance with the Development Approvals. Lastly, Developer acknowledges the County is under no obligation to expend any public funds not obtained from third-party grants for any utility infrastructure improvements.
- j. Meetings. The County will agree to hold bi-weekly meetings with Developer, its agents and employees, following the Closing to discuss, among other matters related to the Property and Developer’s intended development, the County’s marketing efforts to secure leasing for the Property and to discuss Requests for Information, Requests for Production, or similar solicitations the County has received from prospective tenants of the Property.
- k. Customary Provisions. The Definitive Agreement will contain such additional covenants, conditions, indemnities, representations and warranties as are customary for this type of transaction and as the Parties will mutually agree.

4. **Binding Provisions**

- a. **Good Faith Negotiations**: Developer and the County contemplate that they will continue negotiations, in good faith, relating to the proposed transaction described in this Letter of Intent but reserve the right to terminate such negotiations at any time upon written notice to the other Party.
- b. **Exclusivity**. The County shall not solicit other offers or projects for the Properties during the Parties' negotiations of the Definitive Agreement.
- c. **Fees and Costs**. In no event whatsoever shall Developer or the County be entitled to any reimbursement from the other party for any costs incurred by such party in connection with this Letter of Intent, and Developer and the County each hereby waive the right to any such reimbursement. In no event shall Developer or the County be entitled to assert claims against the other for so-called "reliance damages", "loss of opportunity costs", "out-of-pocket" costs or expenses or any other costs or expenses (direct or indirect) whatsoever in connection with this Letter of Intent if Developer and the County fail to enter into a Definitive Agreement for any reason whatsoever, and Developer and the County each hereby waives the right to assert any such claim(s).
- d. **Confidentiality**. The parties expressly acknowledge and agree that this Letter of Intent and any discussions, negotiations, and/or agreements arising out of this Letter of Intent are subject to the provisions of the South Carolina Freedom of Information Act and are subject to one or more public approval processes.
- e. **No Third-Party Beneficiaries**. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.
- f. **Assignment by Developer**. It is understood by the Parties that Developer may assign this Letter of Intent or the Definitive Agreement to an affiliated company of Developer, prior to the Closing.
- g. **Governing Law**. This Letter of Intent shall be governed by and construed in accordance with the laws of the State where the Property is located.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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IN WITNESS WHEREOF, the Parties have executed this Letter of Intent effective as of the later of the dates set forth under the Parties' signatures below.

DEVELOPER:

GVW Ruddell Management, LLC

a Delaware limited liability company

By: _____

Name: Dean Taitz

Title: Manager

Date: _____

THE COUNTY:

Chester County, South Carolina

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A **The Concept Plan**

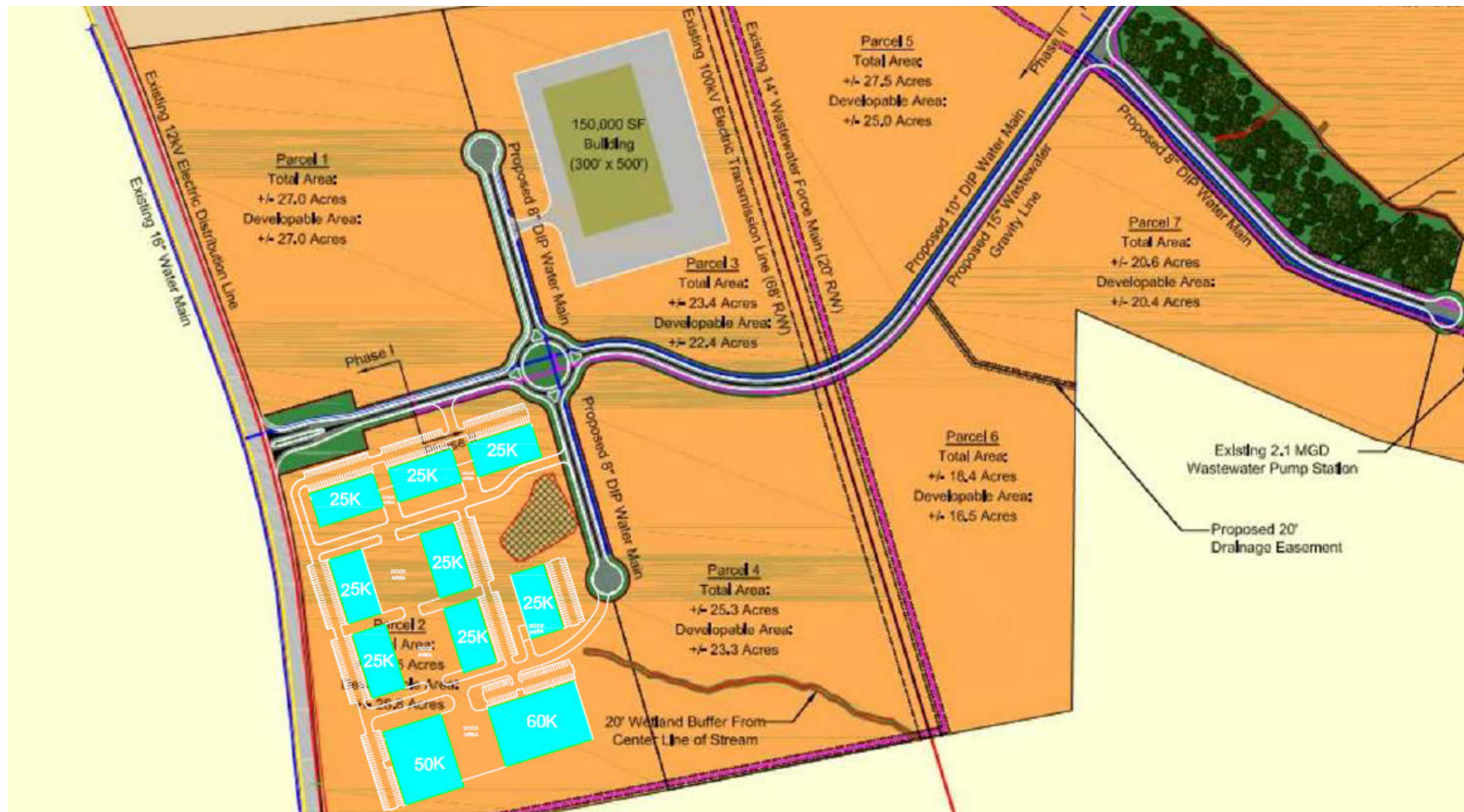


EXHIBIT B
PRELIMINARY TERM SHEET*
FEE IN LIEU OF TAX AGREEMENT
BY AND BETWEEN
CHESTER COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME
BEING AS PROJECT PROJECT 2493 AND ONE OR MORE AFFILIATES

Company Commitments:	Investment in taxable land and improvements investment as set out in the attached, Exhibit A
Basic FILOT Terms:	6% assessment ratio; fixed millage rate as provided under the Act; 10-year investment period; 30-year payment period for each annual increment of investment during investment period; real property not subject to reassessment
Multi-County Park:	All property of Company in County to be designated as part of a multi-county industrial or business park
Special Source Revenue Credit:	60% of each of the first ten FILOT payments made by the Company.

*TERMS SET FORTH IN THIS EXHIBIT ARE SUMMARY IN NATURE AND SHALL BE SET FORTH IN GREATER DETAIL, INCLUDING ANY CLAWBACKS, IN THE FINAL FEE IN LIEU OF TAX (OR OTHER SIMILAR) AGREEMENT.

CHESTER COUNTY ORDINANCE NO. 2025-19

**AMENDING ORDINANCE NO. 2018-11, AS AMENDED AND
CLARIFIED BY ORDINANCE NO. 2022-13, AS FURTHER
AMENDED BY ORDINANCE NO. 2023-15, TO PROVIDE FOR
THE ALLOCATION OF FEE IN LIEU OF TAX REVENUES FOR
SOME PROPERTY LOCATED IN THE COUNTY; AND
PROVIDING FOR OTHER RELATED MATTERS.**

WHEREAS, the County Council previously enacted Ordinance No. 2018-11 (“2018 Ordinance”), which provided for an allocation of fee in lieu of tax revenues;

WHEREAS, the County Council previously enacted Ordinance No. 2022-13, which amended and clarified the 2018 Ordinance (“2022 Ordinance”);

WHEREAS, the County Council previously enacted Ordinance No. 2023-15, which further amended the 2022 Ordinance and the 2018 Ordinance (“2023 Ordinance, with 2022 Ordinance and 2018 Ordinance, collectively “Prior Ordinance”);

WHEREAS, the County Council intends to amend the manner in which revenue is allocated under the Prior Ordinance as provided in this Ordinance; and

WHEREAS, each capitalized term used, but not defined, in this Ordinance has the meaning ascribed to that term in the Prior Ordinance:

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

Section 1. Amendment. The Prior Ordinance is amended as follows:

- a. Section 1 (Allocation of Revenue), paragraph (A) of the Prior Ordinance is stricken in its entirety and replaced with the following:

From each payment due as a part of any Project that is subject to a negotiated fee in lieu of tax agreement, located in a multi-county industrial/business park, or both, net of any portion due: (i) a partner county, (ii) any other party to another agreement, as a credit, (iii) as otherwise provided by any agreement or applicable state law, or (iv) any combination of (i), (ii), and (iii) (collectively, “Net FILOT Payment”), the County shall (w) set aside 4.0% of each Net FILOT Payment to be used primarily for the County’s economic development, (x) set aside 5.0% of each Net FILOT Payment to be used primarily for the County’s provision of fire services, from which the County may appropriate some revenue to a particular fire district as part of the County’s annual budget process, (y) provide the Chester County School District with 15%, and (z) retain the remainder of each Net FILOT Payment for use as the County deems appropriate.

Section 2. Suspension of Net FILOT Payment. In addition to the County’s rights reserved under Section 3 of this Ordinance, the County may, by resolution or ordinance, withhold one or more Net FILOT Payments that would otherwise have been payable according to this Ordinance or the Prior Ordinance and use the withheld Net FILOT Payment, to fund and/or finance one or more projects for use by the entity to which each Net FILOT Payment would have otherwise been payable.

Section 3. Reservation to County. This Ordinance is not a contract with any taxing entity. The County reserves the right to amend this Ordinance, or the Prior Ordinance, or both, at any time, from time to time, as often as the County, in its sole discretion, deems appropriate. A taxing entity, other than the County, is not entitled (a) to rely on this Ordinance or the Prior Ordinance or (b) pledge any of the revenue anticipated to be received as a result of this Ordinance or the Prior Ordinance.

Section 4. Authorization for County Officials to Execute Documents. The Council authorizes the County Administrator, Clerk to County Council and other County Officials to execute and consent to documents and instruments as may be necessary to affect this Ordinance's intent.

Section 5. General Repealer. Each ordinance, resolution, order, policy, or similar directive, or any part of the same, in conflict with this Ordinance is, to the extent of that conflict, repealed.

Section 6. Pledge Agreement. This Ordinance is not intended to, and does not, have any impact on any Net FILOT Payment for (a) any investment made on or before the "Fee Agreement," dated as of October 5, 2009, with Southeastern Petroleum LLC, or (b) the investments and/or agreements described in the Pledge Agreement, dated June 28, 2018, between the County and the Chester Facilities Corporation, related to the \$19,255,000 Installment Purchase Revenue Bonds (Chester County 2018 Projects) Taxable Series 2018 (collectively, "Bonds") for so long as those Bonds remain outstanding.

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CHESTER COUNTY, SOUTH CAROLINA

[SEAL]

By: _____
Pete Wilson, Chairman
Chester County Council

ATTEST:

Kristie Donaldson
Clerk to Council

First Reading:	August 18, 2025
Second Reading:	September 2, 2025
Public Hearing:	September 15, 2025
Third Reading:	September 15, 2025

CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2025-18

TO REPEAL THE COUNTY'S LAND DEVELOPMENT REGULATIONS, ENACTED DECEMBER 11, 2002, AS SUBSEQUENTLY AMENDED, AND REPLACE THE SAME BY ENACTING CHAPTER 2: SUBDIVISION AND LAND DEVELOPMENT REGULATIONS, OF THE COUNTY'S UNIFIED DEVELOPMENT ORDINANCE; AND TO PROVIDE FOR OTHER RELATED MATTERS.

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

WHEREAS, on or about December 11, 2002, the County enacted its Land Development Regulations, as subsequently amended (collectively, "LDR"), which provides for regulation of various matters related to land development; and

WHEREAS, the County Council desires to provide for the repeal of the County's LDR, and the County LDR's replacement by Chapter 2: Subdivision and Land Development Regulations, of the County Unified Development Ordinance as Sections 2.1, through and including 2.10, including all subsections and subitems, as contained in Exhibit A.

NOW, THEREFORE, the Council ordains that the County's LDR, be and is hereby repealed, and is replaced by Chapter 2: Subdivision and Land Development Regulations, of the County Unified Development Ordinance as Sections 2.1, through and including 2.10, including all subsections and subitems, as contained in Exhibit A.

Section 1. Repealer. Each ordinance, resolution, regulation, order, or other directive of the County, and each part of the same, in conflict with this Ordinance, is, to the extent of that conflict, repealed, and replaced by this Ordinance.

Section 2. Codification. The County shall codify the contents of this Ordinance as Chapter 2: Subdivision and Land Development Regulations, of the County Unified Development Ordinance as Sections 2.1, through and including 2.10, including all subsections and subitems, or as otherwise appropriately numbered, online as soon as practicable and in print as part of the County's next, regular, re-codification.

Section 3. Rights Reserved to County. This Ordinance does not vest any rests in any person or entity, and the County reserves the right to repeal or amend this Ordinance and other portions of the County Code, at any time, from time to time, as often as the County, in its sole discretion, deems appropriate.

Section 4. Savings Clause. Nothing in this Ordinance abrogates, diminishes, or otherwise alters any matter that arose under the County's LDR then-existing prior to the enactment of this Ordinance and any matter that so arose shall be administered according to such provisions as they existed prior to the enactment of this Ordinance.

Section 5. Severability. If any part of this Ordinances is unenforceable for any reason, then the remainder of this Ordinance remains in full force and effect.

[SIGNATURE PAGE FOLLOWS]
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CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson
Chairman, County Council

[SEAL]

Attest:

Kristie Donaldson
Clerk to County Council

First Reading:	August 18, 2025
Second Reading:	September 2, 2025
Public Hearing:	September 15, 2025
Third Reading:	September 15, 2025

EXHIBIT A
CHAPTER 2: SUBDIVISION AND LAND DEVELOPMENT REGULATIONS
OF THE
CHESTER COUNTY, SOUTH CAROLINA
UNIFIED DEVELOPMENT ORDINANCE

Recommended changes from Planning Commission 8/5/25 Meeting

Section 2.3.6, page 5: removal of clause:

“In addition, the Zoning Board of Appeals may consider a variance request to allow more houses in a minor subdivision only than would normally be accepted, ~~such as six (6) houses in a minor subdivision~~, with preference given to subdivisions of land for related family members, as well as up to five (5) more houses in a medium subdivision with lots one and half acres (1.5) acres or more than would otherwise be permitted.”

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A large, stylized white number '2' is positioned in the upper left corner of the page. The background of the entire page is an aerial photograph of a rural landscape. In the foreground, there is a large, cleared area of land with a winding road that curves through it. In the middle ground, there are some small buildings and more cleared land. The background shows a line of trees and a hazy horizon under a blue sky.

2

SUBDIVISION AND LAND DEVELOPMENT REGULATIONS

Chapter 2

2.1 Purpose and Intent

The purpose of this Chapter of the Chester County Unified Development Ordinances is to enforce community standards and guidelines for the design and creation of new subdivided developments within unincorporated Chester County.

The ordinances expressed in this chapter are intended to align and support the values of the county as expressed in our Comprehensive Plan. Adherence to that plan and its key values means that each new subdivision should align with the county's values, including but not limited to:

- Preserving our history, tradition, and uniqueness;
- Supporting economic opportunity and growth;
- Protecting our rural way of life;
- Utilizing our resources and infrastructure efficiently;
- Stewarding our environment;
- Cultivating public safety; and,
- Respecting the values of our citizens.

Furthermore, the development regulations contained herein seek to align with the expressed goals of the State of South Carolina for zoning ordinances: namely, the wise and efficient use of public funds, the future growth, development, and redevelopment of the county, and the consideration of the fiscal impact on property owners, as specified in S.C. Code § 6-29-510(E).

2.2 Authority

The development regulations contained herein are adopted under the delegated authority and to achieve the stated purposes for land development regulation of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, S.C. Code § 6-29-310 et seq., namely:

The public health, safety, economy, good order, appearance, convenience, morals, and general welfare require the harmonious, orderly, and progressive development of land within the municipalities and counties of the State. In furtherance of this general intent, the regulation of land development by municipalities, counties, or consolidated political subdivisions is authorized for the following purposes, among others:

- (1) to encourage the development of economically sound and stable municipalities and counties;
- (2) to assure the timely provision of required streets, utilities, and other facilities and services to new land developments;
- (3) to assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in and through new land developments;
- (4) to assure the provision of needed public open spaces and building sites in new land developments through the dedication or reservation of land for recreational, educational, transportation, and other public purposes; and
- (5) to assure, in general, the wise and timely development of new areas, and redevelopment of previously developed areas in harmony with the comprehensive plans of municipalities and counties.

2.3 Legal Provisions

2.3.1 Interpretation

The regulations expressed in this document shall be considered as the minimum provisions for the protection of the health, safety, economy, good order, appearance, convenience, and welfare of the general public. They shall be construed to achieve these and the other stated purposes for which they were adopted, and all interpretations shall be guided by that intent.

2.3.2 Severability

Should any section, provision, or application of this Ordinance be declared by the courts to be unconstitutional or invalid, such a declaration shall not affect the ordinance as a whole, the intent of the relevant section, or any other part thereof, other than the part, provision, or application so declared to be unconstitutional or invalid.

2.3.3 Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

2.3.4 Conflict with Other Laws, Ordinances, or Regulations

Whenever these regulations impose higher standards than are required in any statute or local ordinance or regulation, the provisions of these regulations shall govern. Whenever the provisions of any other statute or local ordinance or regulation impose higher standards than are required by these regulations, the provisions of such statute or local ordinance or regulation shall apply.

2.3.5 Jurisdiction

The regulations contained herein shall apply to all subdivision and resulting development of land within the unincorporated area of Chester County.

2.3.6 Variance of Requirements

When, due to the peculiar shape or topography of a tract of land or other unusual conditions, it is impractical for a developer to comply with the literal interpretation of the design standards of this article, the Planning Commission (or staff, for minor subdivisions) shall be authorized but not required to slightly vary those requirements provided the intent and purposes of these regulations are not violated. In addition, the Zoning Board of Appeals may consider a variance request to allow more houses in a minor subdivision only than would normally be accepted, *[such as six (6) houses in a minor subdivision – PC recommends for removal]*, with preference given to subdivisions of land for related family members, as well as up to five (5) more houses in a medium subdivision with lots one and half acres (1.5) acres or more than would otherwise be permitted.

2.3.7 Amendments

The Chester County Planning Commission shall hold a public hearing on any proposed amendment to these regulations, notice of which shall be given not less than fifteen (15) days prior to the hearing date. The notice of hearing shall be made in a newspaper of general distribution in Chester County and at least one alternate format. Amendments shall be adopted by vote of the County Council.

2.4 Definitions

2.4.1 Usage of Terms

- A. Except as defined herein, all other words used by this ordinance shall be evaluated for meaning based on their commonly-understood meaning as determined by a dictionary definition.
- B. Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words used in the plural number include the singular; the word "herein" means "in these regulations"; the word "regulations" means "these regulations".
- C. Words used in the singular number include the plural and words used in the plural include the singular.
- D. A "person" includes a corporation, a partnership, and an incorporated association of persons such as a club; "shall," "must," and "will" are always mandatory and convey an obligation to comply with the particular regulation; "may" is discretionary; "should," whether used in the positive or the negative, is a suggested guideline; "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied".

2.4.2 Definitions

For the purpose of these regulations, the following words and terms are defined as follows:

Applicant: The owner of land proposed to be subdivided or his representative.

Block: A tract of land bounded by streets, or by a combination of streets and public parks, cemeteries, railroad rights-of-way, shorelines of waterways, or boundary lines of municipalities or counties.

Bond: Any form of security including a cash deposit, surety bond, collateral property, or instrument of credit in an amount and form satisfactory to the County. A bond can be a performance bond, surety bond, or an irrevocable letter of credit. All types of security as specified above may be hereafter referred to as "construction bonds" in these ordinances for the sake of simplicity.

Building: Any structure built for the support, shelter, or enclosure of persons, animals, or movable property of any kind.

Building Line: A line beyond which no foundation wall or part of the structure of any building shall project, with the exception of roof overhang and the subsurface projection of footings.

Clubhouse: A facility with a minimum floor area of 1,500 square feet offering services to residents that are customary to a club, including but not limited to swimming, indoor recreation, a gymnasium, a restaurant, indoor pet boarding, or other services as determined by the Planning Commission.

Crosswalk: A right-of-way within a block dedicated to public use, intended primarily for pedestrian use designed to provide access to adjacent roads or properties.

Developer: The owner or owners (or their representative) of a lot or of any land included in a proposed development. Also, the holder of an option or contract to purchase, or any other person having enforceable proprietary interest in such land.

Dog Park: A recreation area for dogs, bounded by a durable fence of at least four (4) feet in height and containing at least one bench. The required size shall vary with the size of the development, with a baseline minimum size of 5,000 square feet for medium subdivisions.

Driveway: A vehicular access point leading from a street directly to a dwelling unit. Shared driveways are permitted but may not be shared by more than **two dwelling units**.

Easement: A right-of-way granted, but not dedicated, for limited use of private land for a public or quasi-public purpose and within which the owner of the property shall not erect any permanent structures.

Final Plat or Plan: The final map of all or a portion of a subdivision that is presented for final approval.

Flood: A general and temporary condition of partial or complete water coverage of normally dry land area by the accumulation or runoff of surface waters from any source.

Floodplain: Land area adjoining a river, stream or water course which is subject to a one percent or greater chance of flooding in any given year, which area is more specifically established by the Federal Emergency Management Agency in its Flood Insurance Study for Chester County dated July 5, 1982.

Floodway: The channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the 100-year flood without cumulatively increasing the water surface elevation more than one foot at any point.

Frontage: That side of a lot abutting on a street or way ordinarily regarded as the front of the lot, but it shall not be considered as the ordinary side of a corner lot.

Grade: The slope of a road, street, or other public way, sewer line or storm drain specified in percentage (%) terms from the horizontal.

Group Development: The development of a tract or parcel of land into two or more building sites for the purpose, whether immediate or future, of building development. Group developments can either include:

- A. housing developments, consisting of any structure containing more than four dwelling units on the first-floor level or containing more than eight dwelling units throughout, such as apartment complexes, hotels or motels, and manufactured home parks; or,
- B. commercial developments, such as office parks, shopping centers or other commercial structures or complexes containing two or more business establishments, where the site is not subdivided into lots or public streets installed but includes two or more building sites.

Individual Sewage Disposal System: A septic tank, seepage tile sewage disposal system, or any other approved sewage treatment device.

Land Development: A change in land characteristics through redevelopment, construction, subdivision into parcels, condominium complexes, apartment complexes, commercial parks, shopping centers, manufactured home parks or similar developments for sale, lease or any combination of owner and rental characteristics.

Lot: The basic development unit - an area with fixed boundaries, used or intended to be used by one building and its accessory building(s) and not divided by any public highway or alley.

Lot Area: Means the total area of the lot including easements.

Lot, Corner: A lot situated at the intersection of two (2) streets.

Lot Depth: The mean horizontal distance between the front and rear lot lines.

Lot, Double Frontage: A lot having frontage and access of two or more public streets. A corner lot shall not be considered having double frontage unless it has frontage and access on three or more streets.

Lot, Flag: A lot with access provided to the bulk of the lot by means of a narrow corridor which must be 50' or more in width, connected to a public road. An interior lot with access given via easement is not considered a flag lot.

Lot Improvement: Any building structures place, work of art, or other object, or improvement of the land on which they are situated constituting a physical betterment of real property, or any part of such betterment.

Lot, Interior: A lot other than a corner lot.

Lot, Reversed Frontage: A lot having frontage on two or more public streets, the access of which is restricted to one street.

Lot Width: The main horizontal distance between the side lot lines of a lot measured at right angles to the depth, or the same distance measured at a point midway between the front lot line and the rear lot line, or at the rear line of the required front yard. (building line), especially on irregularly shaped lots.

Low Impact Development (LID): Refers to systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat.

Ordinance: Any legislative action, however denominated, of a local government, which has the force of law, including any amendment or repeal of any ordinance.

Owner: Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be developed under these regulations.

Parking, Off-Street: An area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street arranged so that no maneuvering incidental to parking shall be on any public street and so that an automobile may be parked or moved therein without moving any other automobiles.

Pavilion or picnic area: An unenclosed, covered area that includes a grill or other outdoor cooking apparatus and at least two picnic tables, with pedestrian connection to the internal sidewalk system of the subdivision.

Planning Commission: The Chester County Planning Commission, abbreviated as "PC".

Planned Development: A development that complies with the permitted uses of a Planned Development Zoning District as set forth in §4-130 of the Chester County Zoning Ordinances.

Planning Director: The staff person duly designated to act on behalf of the Planning Commission in the administration of this ordinance, interpreted to be the Planning and Development Director, his or her designee, or the organizational equivalent.

Playground: An area for active play and recreation for children, with a minimum area of 2,500 square feet, with appropriate equipment such as swing sets and slides, with pedestrian connection to the internal sidewalk system of the subdivision.

Preliminary Plat or Plan: The preliminary drawing or drawings, described in these regulations, indicating the proposed manner or layout of the subdivision to be submitted to the Planning Commission for approval.

Private Road: A road is private unless its right-of-way has been dedicated to and accepted by the state or the governing authority of Chester County. See § 2-6 for infrastructure standards.

Public Improvement: Any drainage ditch, roadway, parkway, sidewalk pedestrian way, tree, lawn, off-street parking area, lot improvement, or other facility for which the local government may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which local government responsibility is established.

Registered Engineer: An engineer properly licensed and registered in the State of South Carolina.

Registered Land Surveyor: A land surveyor properly licensed and registered in the State of South Carolina.

Reserve Strip: A strip of land adjacent to a property line, public street or similar right-of-way which has been reserved for the purpose of controlling access to the public way.

Re-subdivision: A change in a map of any approved or recorded subdivision plat if such change affects any street layout on such map or area reserved there for public use, or any lot line, or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions.

Right-of-Way: A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, shade trees, or for any other special use. The usage of the term "right-of-way" for land platting purposes shall mean that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, storm drains, shade trees or any other use involving maintenance by a public agency shall be dedicated to public use by the maker of the plat on which such right-of-way is established.

Sale or Lease: Any immediate or future transfer of ownership, on any possessor interest in land, including contract of sale, lease, devise, intestate succession, or other written instrument.

Setback: The required distance between a structure and the lot lines on lot in which it is located. Lot lines can be the property lines or the edge of a street right-of-way.

Screening: Shrubs, trees, an opaque wall, barrier or fence as required by the Unified Development Ordinance.

Sketch Plan or Site Plan: A sketch plan or plat is a generalized map prepared by the developer that shows the development concept. Its purpose is to serve as a basis for discussion without either the planning commission or the developer making commitments. This phase of the subdivision process precedes the preparation of the preliminary plat or plan (or final plat in the case of minor subdivisions).

Sports Field: A graded field or other area dedicated to outdoor sports, including football, soccer, a 9-hole golf course, an 18-hole disc golf course, baseball, or at least two (2) tennis, basketball, or pickleball courts. In certain cases, a graded, central common or community green may be allowed.

Streets: The word means, relates to, and includes the entire right-of-way of streets, avenues, boulevards, roads, highway, freeways, lanes, alleys, courts, thoroughfares, collectors, minor streets, cul-de-sacs, and other ways.

Street Classifications: Streets may be classified as follows:

- A. Alley: a public or private right-of-way primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on some other street.
- B. Arterial (Major Thoroughfare): A freeway, expressway, road or highway which is used or intended to be used for moving either heavy vehicular traffic volumes or high-speed traffic, or both, or which was designated as a major thoroughfare in the Comprehensive Plan.
- C. Collector: A road which is used or intended to be used for moving traffic from minor streets to major thoroughfares, including the principal entrance and circulation street or streets of a development. Types of collector roads include:
 - A. *Commercial or Industrial* – a collector road that serves a minor commercial or industrial road.
 - B. *Rural Residential* – a collector road which serves only minor rural residential lots which meet the lot size requirements of a minor residential road.
 - C. *Urban Residential* - collector road which serves minor urban residential roads.
- D. Local (Minor Street): A road that is used or intended to be used to provide access to other roads from individual properties. Unless as provided hereafter, all new local streets in the county shall be privately owned and maintained. Types of minor roads include:
 - A. *Commercial or Industrial* – minor street serving commercial or industrial uses;
 - B. *Cul-de-sac* – minor street with only one outlet and having an appropriate terminal for the safe and convenient reversal of traffic movement.
 - C. *Marginal Access* – minor street located parallel and adjacent to a limited access street or highway which provide access to abutting properties and protection from through traffic;
 - D. *Local Residential* – a minor street of any design, such as a cul-de-sac or marginal access street, that serves residential lots, and which for minor subdivisions is allowed to be constructed of gravel according to the specifications of the County;
 - E. **Private Minor Street** - A private street is not dedicated to or accepted by the County for maintenance, and shall be improved to the standards for either gravel or paved streets, depending on the allowed material for the classification of subdivision.

Street Perimeter: Any existing street to which the parcel of land to be subdivided abuts one (1) side.

Subdivider: Any person who (1) having an interest in land, causes it, directly or indirectly to be divided into a subdivision or who (2) directly or indirectly, sells, leases, or develops or offers to sell, lease, or develop, or advertises for sale, lease, or development, any interest, lot, parcel site, unit, or plat in a subdivision, or who (3) engages directly or through an agent, in the business of selling, leasing, developing, or offering for sale, lease, or development, a subdivision or any interest, lot, parcel site, unit, or plat in a subdivision, and who (4) is directly or indirectly controlled by, or under direct or indirect common control with any of the foregoing.

Subdivision: The division of a tract or parcel of land into two (2) or more recordable building lots. The land is subdivided for sale, lease or building development, whether immediately or in the future. The definition includes all land divisions involving a new road or change in existing roads. It includes re-subdivisions involving the further division or relocation of lot lines of any lot or lots within a previously approved or recorded subdivision. The definition covers the alteration of any streets or the establishment of any new roads within any previously approved or recorded subdivision as well as combinations of lots of record, with the exceptions noted in Section 2.5.1.

Subdivision Types:

- A. *Non-residential Subdivision:* A subdivision whose intended use is other than residential, such as commercial; but excluding industrial land. Such subdivision shall comply with the applicable provisions of these regulations.
- B. *Residential Subdivision:* All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or residential building development, and includes all divisions of land involving a new street or a change in existing streets, and included re-subdivision. A residential subdivision plan fits into one of four size categories: a minor subdivision, medium subdivision, major subdivision, or mega subdivision, and can take the form of a traditional subdivision or a conservation subdivision.
- C. *Build-To-Rent Development:* Any residential development or subdivision, excluding individual and minor subdivisions, where more than 25% of the dwelling units will be held by a single owner or entity and rented to tenants. Build-to-rent developments of any residential subdivision, planned development, or residential group development (except for multi-family buildings, campgrounds, townhouses, and manufactured home parks) are prohibited in Chester County.
- D. *Individual Subdivision:* Any residential subdivision that creates only one new lot, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or residential building development.
- E. *Minor Subdivision:* Any residential subdivision consisting of between two and **five** lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or residential building development.
- F. *Medium Subdivision:* Any residential subdivision with between **six** and forty lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or residential building development.
- G. *Major Subdivision:* Any residential subdivision consisting of between forty-one and two hundred lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or residential building development.
- H. *Mega Subdivision:* Any residential subdivision consisting of more than two hundred lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or residential building development.
- I. *Conservation Subdivision:* A residential subdivision where either 33% or 55% or more of the developable land area is permanently and legally preserved as undivided open space or for agricultural purposes; thereby permanently protecting agriculturally, environmentally, or historically significant land within the parcel. The remaining developable land is subdivided into buildable lots. A conservation subdivision can be

a medium, major, or mega subdivision in size, and is classified as either an urban or rural conservation subdivision. Because land protection for scenic, environmental, or agricultural purposes advances the values of the County as expressed in the Comprehensive Plan, certain development incentives including a density bonus are available for conservation subdivisions. Conservation subdivisions shall be allowed in the zoning districts and at the density permitted by the Chester County Zoning Ordinance.

Swimming pool with cabana: An outdoor swimming pool of adequate size for its likely usage, with a small, open air structure including restrooms, seating, and storage for users of the pool.

Walking Trail: A trail at least four (4) feet in width constructed for the pedestrian access of the residents of durable design, whether pervious or impervious in nature, with shared or independent access by all residents. The trail should be constructed of wood chips, gravel, asphalt, concrete, or some other durable material when in open space, and can be a cleared trail when in woods. The required distance shall vary with the size of the development, with a baseline minimum distance of 0.25 miles for medium subdivisions.

UDO: The Unified Development Ordinances of Chester County, South Carolina.

Use: The purpose or activity for which a piece of land or its buildings is designed, arranged, or intended, or for which it is occupied or maintained.

2.5 General Procedure

2.5.1 Exceptions to Subdivision Code

The following subdivisions qualify as exceptions under S.C. Code § 6-29-1110 or the policies of Chester County and are included within this definition only for the purpose of requiring that the local planning agency be informed and have a record of the subdivisions.

- A. Combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the zoning ordinance standards.
- B. Dividing land into parcels of five acres or more where no new street is involved. The Planning Director must receive plats of these exceptions as information and indicate the exception on the plats.
- C. Combining or recombining entire lots of record where no new street or change in existing streets is involved.
- D. A plat containing the statement “No new lots or property lines established” certified by a registered land surveyor may be recorded without undergoing any further step outlined herein.
- E. Individual subdivisions, whereby a single parcel is subdivided to create two parcels, are exempt from the review process, infrastructure standards, and design standards described herein unless specifically mentioned. Instead, an individual subdivision is required to submit the proposed survey to the county to assess compliance with county ordinances, such as minimum lot size, setback, and driveway or easement requirements, as well as state standards. If it meets these requirements and all other requirements that may be listed herein, it shall be considered approved and processed as such. In addition, individual subdivisions must abide by the waiting period on multiple subdivisions as described in Section 2.5.12.
- F. Any division of land to heirs through the estate or trust settlement process, if falling under the exception described in Section 2.5.1(B) above, shall not be required to install new infrastructure or internal roads provided there is adequate existing road frontage until a point at which future subdivision occurs.

2.5.2 Procedure by Type of Subdivision or Development

Whenever any subdivision or development of land falls into the categories listed in Table 2.1, the owner, or his authorized agent, shall apply for and secure approval of such proposed subdivision in accordance with the following review process before any deed transfer of any part thereof and before any permit for the erection of a structure in such proposed subdivision shall be granted, with the exception for individual subdivisions as noted in Section 2.5.1. Although each subdivision must undergo review by one or more entities of Chester County to ensure compliance with this ordinance, the intensity of review and development standards vary depending on the classification.

For all developments of 8 lots or more, adjacent landowners must be notified by mail by the County fifteen (15) days prior to the first meeting of Planning Commission.

The development review process, as described in Table 2.2, is the requirement from Chester County alone and does not include any needed coordination with outside entities, such as state agencies or utility providers. It is the responsibility of the developer to meet the requirements of such entities.

Table 2.1

Type of subdivision or development	Size
Group development	Varies
Non-residential subdivision	Varies
Planned development	Minimum of 4 acres
Individual subdivision	1 lot
Minor subdivision	2-5 lots
Medium subdivision	6-40 lots
Major subdivision	41-200 lots
Mega subdivision	201 or more lots

Table 2.2

Subdivision Type	Pre-application meeting	Sketch plan	Review of sketch plan by staff	Review of sketch plan by PC	Preliminary plat	Review of prel. plat by staff	Review of prel. plat by PC	Construction bonds	Review of construction bonds by County Council	Final plat	Review of final plat by staff	Review of final plat by PC
Group development	X	X	X	X	X	X	X	X		X	X	X
Non-residential subdivision	X	X	X	X	X	X				X	X	
Planned development	X	X	X	X	X	X	X	X	X	X	X	X
Minor subdivision	X	X	X							X	X	
Medium subdivision	X	X	X	X	X	X		X		X	X	
Major subdivision	X	X	X	X	X	X	X	X		X	X	
Mega subdivision	X	X	X	X	X	X	X	X	X	X	X	X

For applicable subdivisions according to Table 2.2, the review of the sketch plan and preliminary plat shall be completed prior to making any street improvements and installing any utilities. For all subdivisions, approval of the final plat shall be given prior to sale of any lots, recording any portion of the plat of the proposed subdivision, or issuance of a building permit for construction of buildings, except as provided for model homes in these regulations.

Fees for processing any step of the subdivision process shall be paid with the application pursuant to a fee schedule established by resolution of County Council.

2.5.3 Pre-Application Meeting

A pre-application meeting with the Planning Director is required prior to the filing of a sketch plan application for all subdivisions specified in Table 2.2 in order to discuss the procedure for approval of the subdivision application, as well as county requirements and availability of services. County planning staff shall have the sole authority to waive any mandatory pre-application meeting where such a meeting is deemed unnecessary. Upon request, County staff shall arrange this meeting at the earliest reasonable time. At the discretion of the County staff, this meeting may be required to include or be followed by an on-site visit.

2.5.4 Sketch Plan

Prior to subdividing land, an owner of the land, or his representative, shall file an application for approval of a sketch plan along with the required documentation specified on said application. As specified in the application, the sketch plan shall include information on the name, ownership, location, features, existing conditions, and proposed conditions of the development. The application shall:

- A. Be made on forms available at the office of the Planning Director.
- B. Include all contiguous holdings of the owner including land in the same ownership, as defined herein, with an indication of the portion that is proposed to be subdivided, accompanied by an affidavit of ownership or letter of agency.
- C. Be accompanied by a minimum of three (3) bound copies, and an electronic copy (flash drive or emailed copy), of the sketch plan as described in these regulations and complying in all respects with these regulations.
- D. Be accompanied by the required willingness-to-serve letters by the Chester Metropolitan District and Chester Wastewater Recovery special purpose districts that indicate ability to provide the requested utility capacity and that specify any needed improvements. If the subdivision will utilize any other means of water delivery or wastewater treatment, including private wells, septic tanks, or community wastewater systems, a preliminary letter of approval from the South Carolina Department of Environmental Services is required.
- E. Be accompanied by written approval, or conditional approval, of the proposed access locations by the South Carolina Department of Transportation if the subdivision accesses a state highway.
- F. If a Mega Subdivision, or Planned Development or Group Development of equivalent size, include a required Traffic Impact Analysis (TIA). A TIA may be required by the

Planning Commission or County Council to be submitted at any time during the rezoning application process for the above developments.

- G. If a Group Development or Planned Development, include the design and location of all off-street parking areas as well as any landscaping plan that may be required by the Zoning Ordinance.

Sketch plans shall be distributed as follows:

- A. Planning Director (file copy);
- B. County Administrator's Office
- C. One copy shall be returned to the applicant showing any modifications needed.

After proper submission of the sketch plan, the Planning Commission will review the sketch plan at their next meeting, following the calendar of meetings and submittal deadlines available on the website of the Chester County Government. The Planning Director shall advise the Planning Commission as to conformance with the regulations contained herein and the Comprehensive Plan, as well as (to the extent allowed by these ordinances) any recommended alterations that better conform to or enforce the intent of these regulations or the Comprehensive Plan.

The Planning Commission (or staff, if the classification of the subdivision only requires staff review) shall have the option to approve, approve conditionally, or disapprove of the sketch plan. If the sketch plan is disapproved or approved conditionally, the justification for that decision shall be conveyed to the applicant with specific reference to the parts of this ordinance, the Comprehensive Plan, or other regulation to which the sketch plan does not adequately conform. If conditional approval is granted, the Planning Commission may require resubmittal and review at a subsequent Planning Commission meeting, or may direct the Planning Director to review the resubmitted sketch plan to verify that it meets the required changes. If the sketch plan is disapproved, resubmittal and review at a subsequent Planning Commission meeting is required.

The Planning Commission reserves the right to require changes to the sketch plan based on the details of the site itself or to better align the project with the intent of these codes or, more broadly, the betterment of the county, as defined by S.C. Code § 6-29-1120 and the values of Chester County, as summarized in the Purpose and Intent Section of these ordinances and more fully in our Comprehensive Plan.

If the classification of the subdivision only requires staff review, that review shall occur and the applicant be informed within thirty (30) days of a submitted correct application. Approval at that meeting shall constitute authorization to prepare and submit a Final Plat. Approval does not authorize the developer to begin the proposed construction or improvements.

2.5.5 Preliminary Plat

Based upon the approval of the sketch plan, the applicant shall file with the Planning Director an application for approval of a preliminary plat plan along with the required documentation specified on said application. As specified in the application, the preliminary plat shall include information on the name, ownership, location, features, existing conditions, and proposed conditions of the development in detail. The application shall:

- A. Be made on forms available at the office of the Planning Director.

- B. Be accompanied by a minimum of five (5) bound copies and an electronic copy (flash drive or emailed copy) of the preliminary plat as described in these regulations and in the application.
- C. Conform in all respects with the sketch plan as approved.

Upon determination by the Planning Director that the preliminary plat conforms with the approved sketch plan, the Planning Director shall immediately submit an appropriate number of copies of the preliminary plat and construction plans to the following agencies for review and approval before review by the Planning Commission, if applicable:

- A. Administrative Official (file copy);
- B. Appropriate utility providers and special purpose districts, if affected;
- C. Appropriate division of South Carolina Department of Environmental Services;
- D. USDA Natural Resources Conservation Service (NRCS), if appropriate; and,
- E. South Carolina Department of Transportation.

If any of the above agencies has comments relating to the submitted preliminary plat, those comments shall be relayed to the Planning Commission prior to or at the meeting at which they will review said preliminary plat, or at the final review by staff, if only staff review is required in Table 2.2. It is expressly understood that the Planning Commission shall not act to override the requirements of other agencies or County Departments. It may, however, seek to bring agreement in case of conflicts between the various reviewing agencies, or a reviewing agency and the subdivider.

Any plat submitted to the Planning Commission shall contain the name and address of a person to whom notice of hearing may be sent: and no plat shall be acted upon by the Planning Commission without affording a hearing thereon, notice of time and place of which shall be sent by certified mail to said address not less than five (5) days before the date fixed therefore.

Approval of the preliminary plat shall be noted on the plat and certified by the Planning Director on authorization by the Planning Commission. Also noted shall be the date on which the Planning Commission granted approval and the date of written notification to the subdivider or his authorized agent. Approval of a preliminary subdivision plat shall not constitute approval of the final subdivision plat. Application for approval of the final (record) plat will be considered only after the requirements for final plat approval as specified herein have been fulfilled and after all other specified conditions have been met. Upon approval of the preliminary subdivision plat by the Planning Commission the subdivider may proceed with compliance with the other requirements of these regulations, construction of proposed improvements and the preparation of the final subdivision plat.

The approval of a preliminary plat shall be effective for a period of two (2) years, in accordance with S.C. Code of Laws §6-29-1530. If at the end of which time final plat approval of all or part of the subdivision has not been obtained from the Planning Commission or substantial progress with the construction of required improvements has not been made, preliminary plat approval shall expire. The applicant may apply in writing to the Planning Commission before the end of the vesting period for a one-year extension of the vested right of the preliminary plat approval, which shall be approved. Only one such extension may be given. Any such subdivision shall be required to resubmit a new plat for preliminary approval subject to all new land development regulations.

For the purpose of allowing the early construction of model homes in a subdivision, the Planning Commission at its discretion may permit a portion of a subdivision involving not more than two (2) lots to be created in accordance with the procedures for exempted subdivisions, provided said portion derives access from a finished or unfinished interior road, and provided no future road or other improvement is anticipated where said lots are proposed. Subsequent to approval of exemption, the model may be constructed, subject to such additional requirements that the Planning Commission may require.

2.5.6 Construction Bonds

Prior to consideration of the Final Plat for approval, the subdivider shall either have:

- A. installed the improvements required by these ordinances and necessary to serve the subdivision along with the required certification by a Registered Engineer;
- B. have posted a bond or other surety acceptable to the County to insure the installation of these improvements; or,
- C. some acceptable combination thereof, as approved by the Planning Director and County Attorney.

The County Attorney shall approve the bond as to form, providing for and securing to the County the actual construction and installation of such improvements and utilities within a period of time specified in the bond.

The bond shall be signed by the developer as principal with corporate surety, an irrevocable letter of credit from a local bank, a bank letter that loan funds will be reserved by the bank to meet requirements of the bond, or evidence of cash held in escrow by a bank payable on demand of the County.

The bond amount shall equal one and one half (1 ½) times the cost of construction of all improvements covered by the bond. The cost estimates shall be developed and attested to by a registered engineer and approved by the Planning Director and County Attorney.

When a bond is used in lieu of completion of improvements, the bond shall stipulate the period of time within which all of the required improvements shall be installed and approved, and in no event shall this time be longer than two (2) years after approval of the Final Plat, unless special authorization is given by the County Administrator or County Council.

Improvements to be included in the bond where applicable include the total cost of water, sewer, stormwater collection and retention systems, roads, sidewalks, street trees, and street lighting.

As-built drawings of improvements installed under surety shall be delivered to the Planning Director for approval as construction is completed.

Procedures for bond approval shall be as follows:

- A. An application containing the required information and approvals of cost estimates shall be submitted to the Planning Director.
- B. The Planning Director shall submit the application and supporting materials with a recommendation to the County Attorney for review and comment.

- C. The County Attorney shall submit the materials to the Planning Director and County Administrator with a recommendation for approval or disapproval.
- D. If County Staff (or the County Council, if required) approves the Bond and the Final Plat is subsequently approved, the Final Plat shall be noted as given with “BONDED PLAT APPROVAL”, which authorizes the plat to be recorded by the Clerk of Court.
- E. After the subdivider fulfills his obligations as required by Subdivision Regulations and Bond, the Planning Director shall certify that fact to the County Administrator and County Attorney, who shall release the Bond.

2.5.7 Final Plat - Application

Following the approval of the Preliminary Plat and completion of all required improvements or County approval of the construction bonds, the applicant shall file with the Planning Director an application for final approval of a subdivision plat. As specified in the application, the final plat shall include detailed information on the name, ownership, location, any nearby or on-site flood plains, features, existing conditions, and proposed conditions of the development in detail, along with certification and seal by a Registered Engineer and a certification of ownership. Furthermore, the application shall:

- A. Be made on forms available at the Office of the Planning Director.
- B. Be accompanied by:
 - a. A minimum of five (5) prints and one reproducible copy of the Final Plat on sheets not exceeding twenty-four (24) inches by thirty-six (36) inches with a drawing size of twenty-two (22) inches by thirty-four (34) inches;
- C. If not using a bond, the application must include:
 - a. Two (2) prints of as-built drawing of sanitary sewers (if applicable) with grade, pipe sizes, and points of discharge;
 - b. Two (2) prints of as-built drawing of storm sewer system with grade, pipe sizes, and location of outlets; and
 - c. Two (2) prints of as-built drawing of water system with pipe sizes and location of hydrants and valves.
 - d. Two (2) prints of as-built drawing of roads with grades and paving width.
- D. Include any HOA governing documents or bylaws required herein.
- E. Include a Plan for Management of Open Space and Common Facilities that
 - a. Allocates responsibility and guidelines for the maintenance and operation of the open space, to include road frontage buffers, and any community facilities located thereon, including provisions for specific ongoing maintenance activities and long-term capital improvements, including cost estimates, enforcement of the Plan, and a provision that the Planning Commission must approve any changes to the Plan.

The Final Plat itself must:

- A. Comply in all respects with the Preliminary Plat as approved.
- B. Include the following notations:
 - a. A signed Certificate of Accuracy by a Registered Surveyor, stating as follows:

Certificate of Accuracy

I hereby certify that the plan shown and described hereon is a true, correct, and accurate survey required by the Land Development Regulations of Chester County and that the monuments shown were placed to the specifications set forth in said regulations.

Date
SEAL

Registered Land Surveyor
S. C. Registration Number _____

b. A signed Certificate of Ownership and Dedication, stating as follows:

It is hereby certified that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby dedicate all streets, alleys, walks, parks, and other sites to private or public use as noted.

Date

Owner

C. Be accompanied by the following certificate signed by a South Carolina Registered Engineer covering all required improvements that are not bonded:

"I hereby certify that the streets, stormwater system, sewer system, water system, and any other required infrastructure improvements in _____ Subdivision as shown on the Record Drawings dated _____, prepared by _____ have been installed in accordance with the Preliminary Plat approved by the Chester County Planning Commission on _____ (date)."

SEAL _____

(Registered Engineer)

D. Be accompanied by all formal irrevocable offers of dedication to the county or special purpose districts of all local government uses, utilities, and easements as applicable, and in rare cases parks and streets, in a form approved by the local government attorney, and the Final Plat shall be marked with a notation indicating the formal offers of dedication as follows:

"The owner, or his representative, hereby irrevocably offers for dedication to the local government or special purpose districts, as applicable, all the local government uses, easements, and required utilities shown in the subdivision plat and construction plans in accordance with an irrevocable offer of dedication dated _____ and recorded in the Clerk of Court's Office."

By _____

Date _____

(Owner or Representative)

The applicant shall deliver a warranty deed to all such easements and lands in proper form for recording.

- E. Include all private roads and facilities, which must be marked as private on the final plat. In addition, all subsequent plats of individual lots must also be marked with the following notation:

“Any streets, sidewalks, parks, and other sites as specifically noted hereon shall be perpetually maintained by a homeowners’ association and will not be accepted for maintenance by Chester County. The homeowners’ association shall be a legally chartered entity that is registered with the SC Secretary of State.”

By _____ Date _____
(Owner or Representative)

All property owners shall sign and legally record an approved road maintenance and/or other facility agreement, the text of which shall be included with the Final Plat application.. All deeds covering the property shall reference this agreement, which shall be binding and transferable with the property. The subdivision final plat and each individual parcel plat shall depict the roadway and/or other facilities as privately maintained.

It is the express policy of Chester County not to accept for public ownership or maintenance any internal street, park, stormwater infrastructure, sidewalks, or other such facilities within a new subdivisions, although Chester County retains the right to do so upon approval of the Chester County Council in rare situations. In the event any such facilities are approved for acceptance, final acceptance will be based on a satisfactory on-site inspection by the appropriate County staff as designated by the County Administrator and reported in writing to the Planning Commission and County Council.

- F. If applicable, be accompanied by a copy of the approved construction bond, with a provision that the principal of the bond shall comply with all the terms of the resolution of the Final Plat approval as determined by the Planning Commission including, but not limited to, the performance of all required subdivision and off-site improvements, and that all improvements and land intended for public or special purpose district dedication shall be dedicated to the local government free and clear of all liens and encumbrances on the premises.

2.5.8 Final Plat – Process

Upon determination by the Planning Director that the Final Plat is in conformity with the Preliminary Plat as approved, the Planning Director shall submit an appropriate number of copies of the Final Plat and As-Built Drawings to the same agencies and County departments which reviewed and approved the Preliminary Plat.

These reviewing agencies shall report their comments or findings to the Planning Director within thirty (30) days after receipt of the Final Plat. If the subdivision size merits review by the Planning Commission, these comments shall be relayed to the Planning Commission prior to or at the meeting at which they will review said Final Plat. If the subdivision is of a size such that only administrative review of the Final Plat is required and agency review is required, no approval shall be administratively given until this required thirty day review period has elapsed.

The Planning Director or Planning Commission shall give approval, approval with modifications, or disapproval of the Final Plat. In no case shall the Planning Commission or Planning Director disapprove a Final Plat of a subdivision which:

- A. Meets the requirements of a Final Plat as set forth in the regulations;
- B. Conforms to an approved Preliminary Plat; and,
- C. Has all the required improvements installed and approved or a bond for such improvements approved or a combination thereof.

No subdivision plat shall be filed with or recorded by the County Clerk of Court until the Final Plat has received final approval or final approval under bond. The applicant shall cause a copy of the approved final plat to be recorded by the Clerk of Court with. It shall be the responsibility of the applicant to file the plat with the Chester County Clerk of Court, which shall occur within ten (10) working days of the date of the final approval.

The grounds of disapproval of any plat shall be stated upon the records of the Planning Commission or Planning Director, as the case may be. No plat shall be acted upon by the Planning Commission without affording a hearing thereon, notice of time and place of which shall be sent by certified mail to the address provided by the applicant not less than five (5) days before the time of the hearing.

Upon approval of the Final Plat by the Planning Commission, the following statement will be placed on the Final Plat by the Planning Director and one (1) copy of the plat returned to the subdivider:

“The subdivision plat shown hereon has been found to comply with Development Regulations and has been approved for recording in The Office of the Clerk of Court for Chester County, South Carolina.”

(Date)

(Name)

The Planning Commission may grant Final Plat approval to sections of a subdivision shown on an approved Preliminary Plat which meet all the previously mentioned requirements of this ordinance if such sections, in the opinion of the Planning Commission, are adequately served by all utilities, a storm drainage system and street system, even if no other sections of the subdivision are developed.

If it should become necessary to revise a final plat due to a dimensional or other minor error, a revised plat shall be submitted to the County for final recording after the Planning Commission has approved and signed the revised plat.

If to be installed by Chester County, the total cost of all traffic devices shall be paid in full prior to the recording of the final plat.

A building permit may be secured or transfer of title occur only after approval of the final plat.

2.5.9 Process Variations for Conservation Subdivisions

Applicants for a conservation subdivision must submit a plan showing all unbuildable areas, designated as Primary Conservation areas as outlined in Section 2.7.3.

This plan must be prepared by the applicant, and does not have to meet the formal requirements for a site design plan, not being intended to involve significant engineering or surveying costs, but should include basic topography, wetland locations, floodplains, and slopes exceeding 25% in areas unsuitable for development. This plan should be brought at the Pre-Application Meeting. All Pre-Application Meetings for conservation subdivisions should be followed by an on-site visit.

Following these steps, the Sketch Plan for conservation subdivisions shall be developed by a team that includes at least one landscape architect or planner with conservation subdivision design experience. In addition to the Sketch Plan requirements outlined in Section 2.5.4, each Sketch Plan for conservation subdivisions shall show Primary Conservation Areas of undevelopable land as outlined in Section 2.7.3, as well as the Secondary Conservation Areas, which may include woodlands, farmland, natural areas, public and/or private recreation areas and facilities including community commons or greens, and scenic viewsheds. Secondary Conservation Areas shall include the most sensitive and noteworthy natural, scenic, and cultural resources.

In addition to the standard prerogatives by which the Planning Commission reserves the right to require changes to the Sketch Plan as expressed in Section 2.5.4, the Planning Commission shall also consider the Conservation Subdivision Design Features as expressed in Section 2.7.12.

2.5.10 Appeal of Administrative Action

Any staff action, defined as a decision rendered by the Planning Director during the subdivision review process, may be appealed to the Chester County Planning Commission by the applicant or another interested party where it is alleged that there is an error in the order, requirement, or determination made by the staff in the administration of these regulations. The Planning Commission shall act on the appeal within sixty (60) days and the action of the Planning Commission is final. Appeal from the decision of the Planning Commission must be taken to the Circuit Court within thirty (30) days after the notice of the decision of the Planning Commission has been delivered to the subdivider.

2.5.11 Flood Plain Provisions

All lots shall have a flood free building site. No property within the floodway shall be included in the minimum lot area requirements for the zoning district in which it is located. Refer to the Flood Prevention Ordinance in the County Code for further information.

2.5.12 Wetlands Provisions

No portion of a subdivision shall be approved for construction that is in a designated wetland without prior approval from, and subject to the restrictions of the U.S. Army Corps of Engineers.

2.5.13 Surveying and Marking Standards

Boundary surveys for subdivisions subject to this ordinance shall be performed in accordance with the *Standards of Practice Manual for Surveying in South Carolina*, as promulgated by the S.C. Code of

Regulations §40-22. This manual is hereby adopted by reference and is as much a part of this Ordinance as if contained herein.

2.5.14 Waiting Period for New Subdivisions

- A. All individual subdivisions are subject to a one (1) year before submitting another application to subdivide the new parcel. Likewise, the parent tract from which the new parcel was subdivided must wait one (1) year before being subdivided again.
- B. All planned developments, residential group developments, and all other residential subdivisions specified in Table 2.1, are subject to a five (5) year waiting period before further submitting a new sketch plan application to subdivide any additional parcel within its borders. must wait five (5) years before further submitting another application to subdivide any additional parcel. Likewise, the parent tract from which the new parcel(s) was subdivided and any new individual subdivisions from the parent tract must wait five (5) years before submitting another application for any subdivision other than an individual subdivision. To subdivide the parent parcel into an individual parcel, the parent tract must wait only one (1) year.
- C. The intent of the waiting period is to discourage serial subdivision developments, such as multiple and adjacent minor subdivision applications or a combination of individual and minor subdivisions, in order to avoid the regulations for the higher tier of subdivision contained herein. Upon the finding of the Planning Director that a proposed subdivision does not fall into this category, the Planning Commission may consider, but is under no obligation to approve, exceptions to Articles A and B of this section, particularly in cases of new family subdivisions.
- D. Upon the finding of the Planning Commission that a proposed subdivision does qualify as a serial subdivision as defined in Article C, any submitted plan for a new subdivision may be either required to meet the infrastructure or design standards for the next highest tier of subdivision, when considered in combination with the previous subdivision (in addition with any other design standards considered necessary to meet the needs of the combined neighborhood), required to abide by the waiting period in Article B or C (whichever is applicable), or both.
- E. Any subdivision application that is part of an estate or trust settlement shall not be constrained by any waiting period during the settlement process period.

2.6 Infrastructure Standards

2.6.1 General Notes on Infrastructure Standards

In order to achieve a community that achieves the legal goals for zoning ordinances as specified by the values of Chester County, expressed in the Comprehensive Plan, certain levels of infrastructure improvements are required for all subdivisions and developments listed below in Table 2.3. These improvements are specified in subsequent sections.

There shall be a two-year warranty period from the approval of the final plat for the County to identify any faults or defects for all infrastructure, regardless of ownership. It shall be the responsibility of the developer to repair any such defects during this warranty period.

Table 2.3
Required Infrastructure Improvements

Subdivision Type	Naming and entry sign	Internal access streets	Shared driveways & private minor streets	Paved streets	Sidewalks	Stormwater management	Underground utility lines	Street lighting	Amenity improvements
Group development	X	X		X	X	X	X	X	X
Non-residential subdivision		X		X	X	X	X	X	
Planned development	X	X		X	X	X	X	X	X
Minor subdivision			X				X*		
Medium subdivision	X	X		X	X*	X*	X		X
Major subdivision	X	X		X	X	X	X	X	X
Mega subdivision	X	X		X	X	X	X	X	X
Rural conservation subdivision	X	X		X*		X*	X		X

** indicates potential flexibility with the requirement, given the size or type of subdivision*

2.6.2 Naming and Entry Sign

- A. Where applicable under Table 2.3, subdivisions must be named. The proposed name(s) shall be submitted along with the sketch plan application and reviewed by the Planning Commission, who shall have the authority to deny or modify the proposed name, or submit a list of eligible names from which the applicant may choose. The name must have significance to the history, heritage, people, or in certain limited cases, environment of Chester County. Particular preference shall be given to proposed names that reflect the name of the local community, town, or hamlet in which the subdivision will be located. It is the intent of this article to further the historical remembrance and respect for the heritage of this county by discouraging non-local, commercial, or generic names. Examples of recommended local names include: “Blackstock Station,” “Rocky Creek Village,” or “Lewisville Park.” Examples of discouraged, non-local names include: “Oakwood Village,” “Charity Hills,” or “The Estates at Coventry.”
- B. Each subdivision must have a monument sign at the primary point of access off of the external road between five feet and fifty feet. Monument signs are defined as freestanding signs, mounted directly upon the ground, and not exceeding six feet in height above the ground or fifty square feet in total area. One such sign per external street access point shall be allowed. Preference shall be given to signs constructed with high-quality materials, such as stone, rock, treated lumber, or some combination thereof.

2.6.3 Internal Access Streets

- A. Where applicable under Table 2.3, subdivisions are required to have an internal road as the sole access point for individual lots. No subdivision or development where applicable in Table 2.3 may have lots with direct access to a state or county public road of any category. This regulation is specifically to protect the public health, safety, and beauty of Chester County and her citizens. All mega subdivisions must have at least two paved access streets onto local or state roads, and all major subdivisions are also encouraged and may be required where possible to have at least two access streets, one of which may be unpaved and accessed only by emergency vehicles.

- B. All streets, regardless of type, must be named in accordance with County 911 Road Naming Standards. Shared driveways serving two dwelling units that straddle two parcels shall not be required to be named.

Streets that are extensions of, or obviously in alignment with existing named streets, shall bear that name. The name of all new streets, including shared driveways on a single parcel providing access to two houses and private minor streets, shall be subject to the approval of the Planning Commission and shall not duplicate or be similar in sound to existing names in Chester County, irrespective of suffix (i.e. “street, drive, etc.”) used.

Medium, Major, and Mega subdivisions must have their internal street names reviewed and approved by the Planning Commission during the preliminary plat review, and shall be considered under the same criteria, more loosely applied, as used for the name of the subdivision itself.

Street name signs shall be installed at all intersections within a subdivision. For connections with external roads, the location of those signs must comply with standards set by the County Roads Department or the SCDOT, depending on the jurisdiction of the road.

- C. All private internal access streets, whether paved or gravel, shall be:
- a. constructed to the standards of this Article;
 - b. noted as such on a required deed restriction, covenant, or other legal instruments associated with each lot in the subdivision that ensure continued maintenance of the private roads, in perpetuity;
 - c. for all subdivisions that are medium in size or larger, a property owners' or homeowners' association that is responsible for the continuous and perpetual maintenance of any private roads (subject to Section 2.5.7(E) of this ordinance) shall be established and shall meet the following requirements:
 - i. membership in the association must be mandatory and automatic for all property owners in the subdivision and their successors;
 - ii. the association shall have lien authority to ensure the collection of dues from all members; and,
 - iii. the association shall be responsible for informing each property owner prior to the time of closing that identified roads in the subdivision are private roads, and that the county does not have liability and is not liable for any maintenance of said roads at any point in the future, regardless of condition.

2.6.4 Shared Driveways and Private Minor Streets

All minor subdivisions must have street access exclusively through some combination of individual driveways, shared driveways (serving no more than two (2) dwelling units), private minor streets (may be allowed to be gravel, serving no more than five (5) dwelling units) or paved, hard-surface streets, in order to promote the goals of Chester County as expressed in Section 2.6.3(A). During the sketch plan review, preference shall be given, and may be required, for shared over individual driveways.

All gravel streets:

- A. must be a local private street (such as a cul-de-sac, marginal access, or local residential street) serving either an individual subdivision or minor subdivision only;
- B. must be designed by a registered engineer, in order to ensure quality and maximize longevity for future residents. The engineering drawings must be submitted to Chester County along with the final plat for the subdivision application;
- C. must be designated as private on subdivision plans with written maintenance provisions or designation of responsibility for maintenance, such as maintenance by an HOA, submitted to the Planning Commission for approval, which agreement must be recorded with the Clerk of Court and signed by future buyers;
- D. if serving a minor subdivision, must be marked by a sign at the beginning of the driveway stating "State/County Maintenance Ends" that meet SCDOT specifications, must be installed prior to final plat approval, and must be maintained by the subdivider or his assignee(s); must have at least a 18-foot wide driving surface with at least a 4-inch compacted stone base, or may be paved with concrete or another hard surface, and a height clearance of at least 12 feet, as well as an adequate drainage plan;

- E. must connect to the paved road via a paved asphalt apron of at least 15 feet in length;
- F. if originally a private driveway to a single dwelling that, through one or more new individual subdivisions, is now proposed to become a private minor street, must meet all the standards of this section before County approval;
- G. must have a minimum easement or right-of-way appurtenant to each lot served of fifty (50) feet in width; and,
- H. cannot connect to another road or driveway or on both ends to public streets.

An applicant may submit a variance request to the Board of Zoning Appeals, after a waiting period of at least one (1) year after initial subdivision approval, to add no more than one (1) additional lot, which must meet the zoning standards of the district, on the private minor street. Only one (1) application for a new lot may be submitted every twelve (12) months, and the application must include an amended driveway maintenance agreement and the signed consent of all other owners using the existing driveway. Preference shall be given to situations where all or the majority of existing lots are owned by related family members.

As stated in Section 2.5.5(E), it is the express policy of Chester County not to accept any internal streets for subdivisions for public ownership or maintenance. Under no circumstances shall driveways or private minor streets be considered eligible for acceptance by Chester County.

2.6.5 Paved Streets

Street grading base preparation and surfacing shall be carried out by the subdivider according to the plans and using specifications of the SCDOT. Minimum roadway surfacing widths shall be as follows:

Street Classification	Width
Arterial	As specified by SCDOT
Collector	36' – face of curb to face of curb
Local Commercial	36' – face of curb to face of curb
Local Residential	26' – face of curb to face of curb
Local Residential (for Rural Conservation Subdivisions and medium subdivisions with a median lot width of 1.5 acres or more)	22' width
Private Minor Street	18' width
Alley	20' paved width for a two-way alley, 10' paved width for a one-way alley

As stated in Section 2.5.5 (E), it is the express policy of Chester County not to accept any internal streets for subdivisions for public ownership or maintenance.

All mega subdivisions, as well as group developments and planned developments of an equivalent size, shall be required to complete and submit a Traffic Impact Analysis (TIA) to the Planning Commission and the SCDOT. Mitigation or improvement measures determined by the TIA, if they

exceed those in these ordinances, shall be required and included with the Preliminary Plat application, along with the full TIA.

2.6.6 Sidewalks

In all residential land developments and subdivisions as required by Table 2.3, a (5) five-foot sidewalk shall be provided on at least one side of all interior streets, and (5) five-foot sidewalks shall be provided on both sides of local commercial streets and arterial streets. Where relevant, internal sidewalks must connect with adjacent public sidewalks and/or trails.

Sidewalks should be separated from the street by a planting strip of grass, landscaping, or where required, street trees. This planting strip shall be at least six (6) feet in width, in order to allow for healthy growth of trees.

Pedestrian crossings across internal streets must be distinguished from the driving surface by use of durable materials such as pavers, bricks, raised concrete or asphalt, or scored concrete or asphalt. Where a subdivision design involves unusually long blocks, public right-of-way for pedestrian crosswalks shall be provided where such are necessary for the convenience of pedestrians. Such right-of-way shall not be less than ten (10) feet wide.

Medium subdivisions with a median lot size of one and a half (1.5) acres shall not be required to have sidewalks.

2.6.7 Stormwater Management

- A. Concrete curbs or paved valley type gutters shall be installed and shall be in accordance with plans and specifications of SCDOT and the County Public Works Department; provided, however, all minor subdivisions or other conventional subdivisions with lots having street frontage of (150) one hundred fifty feet or more and total area of two acres or more may utilize valley gutter or setback ditches.
 - a. Valley gutters shall be a continuation of the roadway surface of at least four (4) feet with the outside edge turning up so as to provide a minimum depth of at least twelve (12) inches.
 - b. Setback ditches shall be located so as to provide a minimum shoulder width of four (4) feet. Ditches shall be approximately three (3) feet in width and maintain a minimum depression of eight (8) inches.
 - c. Curbs and gutters may be installed and may be roll – type or standard 90-degree curb.
- B. An adequate drainage system for a (25) twenty-five-year frequency rainfall, including necessary improved open channels, pipes, culverts, storm sewers, intersection drains, drop inlet, bridges, and other necessary appurtenances shall be installed by the subdivider and shall be according to plans and specifications approved by the County Public Works Department. The points of inflow and discharge of culverts shall have masonry head walls installed using the specifications of SCDOT. All points of inflow of culverts (12) twelve inches or larger in diameter shall have steel grated installed with a grid of not more than (6) six inches. Retention ponds which are

dedicated to and accepted by the County shall be fenced with wire fencing a minimum of (5) five feet in height installed at the expense of the subdivider. Retention ponds which are privately owned shall be maintained and fenced by the property owner. The development plan shall set forth the method by which a private retention pond and fencing will be maintained in the future.

- C. Both rural conservation subdivisions and medium subdivisions with a median lot size of at least one and a half (1.5) acres are permitted to utilize setback ditches and/or Low Impact Development (LID) methods, such as rain gardens and bioswales, as a replacement for conventional stormwater management provided all state standards for runoff are met and the engineered plans approved by the Department of Environmental Services. Setback ditches may be approved even though not meeting the minimum street frontage or minimum lot size required by Section 2.6.7(A).

2.6.8 Underground Wiring

All internal utility lines shall be buried underground, with the exception of power lines for minor subdivisions, which may be allowed to be overhead. No existing overhead powerlines along the external access road that serves as the entry point to the neighborhood shall be required to be moved underground if deemed infeasible. Backbone lines along the perimeter of a subdivision that may provide power to future, adjacent developments may be permitted upon request by the developer and approval by the Planning Commission.

2.6.9 Street Lighting

All street lights shall be properly shielded and at an adequate brightness, generally interpreted as no more than 15,000 lumens, so as to prevent light pollution and not create a nuisance for residents or drivers. Distance between the street lights shall be approximately uniform and evaluated by the Planning Director during the preliminary plat review.

2.6.10 Amenity Improvements

It is the stated policy of Chester County to ensure access to outdoor entertainment and recreation for the purpose of advancing the public health, morals, and general welfare of our population. For that reason, outdoor amenity improvements are required for certain subdivisions and residential developments. For the purposes of this article alone, all residential group developments and planned developments can be classified as one of the below three categories based on the number of dwelling units contained within the development on a 1:1 ratio with the number of lots that define the below subdivisions.

Construction on amenity improvements must be substantially completed before the point at which 50% of the building permits shall have been issued.

It is the express policy of Chester County not to accept any privately-constructed amenity improvement for maintenance or ownership by the county, instead requiring that such amenities be maintained in the same fashion as private roads and other infrastructure.

For mega subdivisions or their equivalent of an unusually large size, more or enhanced amenities than the below may be required at the discretion of the Planning Commission in order to meet the increased needs of the resident population. Each amenity must be a sufficient size, square footage, or with sufficient equipment, and with adequate parking, to provide service to the residents of the subdivision, and the Planning Commission may require larger or superior structures or areas within the below categories at their discretion.

Table 2.4

Amenity	Medium subdivision	Major subdivision	Mega subdivision
Pavilion or picnic area			
Playground			
Internal walking trail			
Dog park			
Sports field			
Clubhouse			
Swimming pool with cabana			

(Green indicates a required amenity; yellow indicates that one of the options is required)

2.6.11 Other Infrastructure Standards

- A. Natural Gas: When gas lines are located in a street right-of-way, where possible, such lines shall be located outside the portion of the street to be surfaced to prevent cutting into the paved surface to serve abutting properties. When a natural gas pipeline is located adjacent to the location of a new subdivision, the developer is encouraged to consult with Chester County Natural Gas regarding incorporating natural gas lines into the subdivision.
- B. Public Water: When the Planning Commission determines that public water service is available within one thousand (1,000) feet, a public water system shall be installed in a subdivision in accordance with the policies of the County. When a water system is installed in a subdivision, water mains, valves, and fire hydrants shall be installed according to plans and specifications approved by the Chester Metropolitan District and the South Carolina Department of Environment Services, in addition to the county. When the water main is located in the street right-of-way and it will be necessary to cut into the street surface to serve abutting lots, a connection shall be stubbed out to the property line to serve each lot before the street is

surfaced. At the discretion of the Planning Commission, this requirement may be waived for rural conservation subdivisions.

- C. **Public Sewerage:** When the Planning Commission determines that sanitary sewer service is available within one thousand (1,000) feet, a sanitary sewer shall be installed in a subdivision. Sanitary sewers shall be installed to the plans and specifications approved by Chester Wastewater Recovery, Great Falls Wastewater, Fort Lawn Wastewater, and the Department of Environmental Services (DES). When the sewer main is located in the street right-of-way, and it will be necessary to cut into the street surface to serve abutting lots, a connection shall be stubbed out to the property line to serve each lot before the street is surfaced. At the discretion of the Planning Commission, this requirement may be waived for rural conservation subdivisions.
- D. **Centralized Mailbox:** Centralized, or cluster-style mailbox kiosks shall be located in a safe and convenient location for residents, including a minimum of three (3) off-street parking spaces with one being van-accessible, if required by the United States Postal Service. All such kiosks shall be fully accessible for all residents and comply with the American with Disabilities Act requirements and standards.
- E. **Waste Management:** All major and mega subdivisions, as well as Planned Developments or Group Developments of equivalent size, must include on-site waste management as an HOA requirement for residents. This may take the form of a private roll-out service or an inground bulk pickup stations.
- F. **Fire Hydrants:** Where required by the International Fire Code, fire hydrants shall not be spaced more than eight hundred (800) feet apart, and at least one fire hydrant shall be located within six hundred (600) feet of the closest building. For multi-family residential developments, fire hydrants shall not be spaced more than five hundred (500) feet apart, and at least one fire hydrant must be located within four hundred (400) feet of the building. All fire hydrants shall be located within twelve (12) feet of the designated access road. A fire hydrant capable of meeting the system demand must be located within one hundred (100) feet of a designated fire department connection where applicable. For all fire hydrants, a minimum clearance of thirty-six (36) inches must be maintained around fire hydrants, and for hydrants with connections larger than two and a half (2.5) inches, a clear space of at least sixty (60) inches is required in front of the connection.
- G. **Addressing:** All residential dwelling units for subdivisions listed in Table 2.3 shall have the address posted on numbers at least four (4) inches in height, in a contrasting color from their background, and clearly visible on the front façade. All other homes, including those built on individual subdivisions, shall be required to have them on either the mailbox or an address sign by the driveway.

2.7 Design Standards

2.7.1 General Notes on Design Standards

In order to achieve a community that achieves the legal goals for zoning ordinances as specified by the values of Chester County, expressed in the Comprehensive Plan, and that specifically creates a safe, moral, convenient, and beautiful community, certain levels of design standards are required for subdivisions and developments listed below in Table 2.5.

2.7.2 Modifications of Design Standards

Minor modifications from these standards that permit design solutions that are otherwise compatible with the intent of this ordinance but that, because of unique situations regarding the particular development, are not able to achieve full compliance with the requirements listed herein, may be considered by the Planning Commission during the Sketch Plan review. This option should not be used to grant a full waiver of any individual requirement and provides that the intent and purpose of these requirements is not violated.

Table 2.5

Subdivision Type	Open space	Road frontage buffer	Waterway buffer	Street trees	Architectural standards	Off-street parking	Reservation of public sites	Block standards	Street design standards
Group development	X	X	X	X	X		C		X
Non-residential subdivision	X		X	X			C		X
Planned development	X	X	X	X	X	X	C		X
Minor subdivision		X				X			X
Medium subdivision	X	X	X	X	X	X			X
Major subdivision	X	X*	X	X	X	X	C	X	X
Mega subdivision	X	X*	X	X	X	X	C	X	X

(X indicates a requirement; C indicates that it may be a requirement, determined on a case-by-case basis; * indicates potential flexibility with the requirement)

2.7.3 Open Space

The particular intent of Chester County in this requirement is to preserve the rural nature of the unincorporated county, steward the environment well, provide opportunities for outdoor recreation and enjoyment of nature, and diminish the negative impacts of new development on existing residents. In addition, these regulations are intended to assist in discouraging developmental sprawl and focusing growth where best suited for county infrastructure, services, and culture, and thus harmony and long-term fiscal responsibility.

For applicable subdivisions and developments, open space must be dedicated or reserved (where appropriate) for active or passive recreation. In this context, open space must consist of buildable upland, and does not include any areas within flood zones, waterway buffers, areas designated as natural wetlands, lakes, rivers, creeks, utility easements, **conventional stormwater management infrastructure**, or areas of steep slopes of thirty (30) percent or greater, which do not count towards the requirement in Table 2.6 and may be designated at Primary Conservation Areas. Road rights of ways are also excluded from counting towards reserved open space and are not considered as Primary Conservation Areas.

Where relevant and appropriate, open space shall be located so as to be readily accessible and useable by the residents, **with preference given to locations in the front, sides, or center of the site.** Each site shall be of suitable size, dimension, topography, and general access for the particular purposes specified by the Planning Commission. These areas shall be shown on the Plat and marked as “recreation or scenic open space,” as the case may be.

Provisions must be made for the common ownership and perpetual maintenance, through a HOA or similar entity, of any open space which is accessible by the residents of the subdivision.

In the event that the party responsible for maintenance of the open space fails to maintain all or any portion in reasonable order and condition, the County may assume temporary or permanent responsibility or maintenance and may enter the premises and take corrective action, with costs of such maintenance charged to the HOA, similar entity, or individual property owners that make up such entity, including administrative costs and penalties. Such costs shall become a lien on all subdivision properties.

Natural features shall be maintained in their natural condition, but may be modified to improve their appearance, functioning, or overall condition, as recommended by experts in the particular area being modified. Particular modifications may include reforestation, pasture or cropland management, buffer area landscaping, stream bank protection, and/or wetlands management.

Table 2.6

Classification of subdivision or development	Minimum open space required
Where required by Table 2.5	20%
Urban conservation subdivision	33%
Rural conservation subdivision	55%

The following shall be counted towards this minimum open space requirement provided they are actually set aside on property separate from the subdivision parcels:

- A. Land area occupied by Low Impact Development (LID) stormwater devices;

- B. Secondary Conservation Areas, defined as woodlands, natural areas and wildlife corridors, fields or pastures, and natural areas providing scenic views;
- C. Land occupied by landscaped buffers, road frontage buffers, and landscaped common areas such as community greens;
- D. Land occupied by active and passive recreational use as specified in Section 2.6.10. However, this category of open space may only encompass up to fifty percent (50%) of the required open space.

All open space for conservation subdivisions must be placed into permanent and irrevocable easement or deed restriction by a nonprofit land conservancy or land trust approved by the Planning Commission. For conservation subdivisions, land used for woodlands, whether commercial for the planting and production of trees and timber where selective or strip timber harvesting is employed, and farmland, including cropland, fields, pastures, and meadows, whether actively used or not, may be included towards the required open space if placed into an appropriate agricultural or conservation easement.

Up to 75% of the required open space within a conservation subdivision may be privately held, such as by the original farmer or landowner, for commercial agricultural use as cropland or pastureland if placed into an agricultural easement and a minimum of ten (10) acres. The agricultural use must not consist of confined animal feeding operations, confined dairy operations, or commercial slaughterhouses or meat processing facilities. This allowance for private ownership may extend to timber production in rural conservation subdivisions only, with the provision that only 50% of the total open space may be used for commercial timber production, with clear-cutting prohibited as a form of harvesting. Otherwise, all open space land for conservation subdivisions shall remain undivided for the enjoyment of the residents and permanently restricted from future subdivision.

2.7.4 Road Frontage Buffer

All applicable subdivisions must be shielded from view from the road by means of a landscaped buffer along all external local or state roads. Either a berm or maintaining existing trees may be used in conjunction with new landscaping to achieve this requirement. An existing tree line should be fully maintained throughout the entirety of this buffer – entrance streets, approved walking trails, and utility easements excluded – and any variance from this must be authorized by the County at the Sketch Plan review meeting or a subsequent date.

This buffer shall be measured from the road right-of-way to the nearest property line of the closest adjacent dwelling unit. Except in the case of minor subdivisions, this road frontage buffer shall be held in common ownership by a property owners' or homeowners' association.

Even if this area is wooded at the outset of the development, additional landscaping may be required by the Planning Commission to screen the new neighborhood from view, maintain the rural character of the existing community, and provide privacy for residents. Any new or enhanced buffer must be planted with a variety of overstory trees, understory trees, and evergreen trees with provision for maintenance or replacement until said trees reach maturity. If an existing tree line has already been removed, additional tree planting may be required for all subdivisions listed in Table 2.7.

For the purposes of this article, all residential group developments and planned developments can be classified as one of the below three categories based on the number of dwelling units contained within the development on a 1:1 ratio with the number of lots that define the below subdivisions.

Table 2.7

Classification of subdivision or development	Width of road frontage buffer
Minor subdivision	Preservation during construction of at least 20' of any existing tree line for all internal private streets
Medium subdivision	50' minimum
Major subdivision	100' minimum
Mega subdivision	200' minimum

Where a residential subdivision or other residential land development covered by these regulations abuts a tract of land currently used for production of agricultural products, pasture land for animals, water course, commercial, industrial or other uses not compatible with a residential environment, the developer is required to increase the depth of lots adjacent to such uses to provide a fifty (50) foot undeveloped buffer. This buffer shall be above and beyond the minimum lot size for the zoning district in which the property is located.

Major and mega subdivisions may be allowed by the Planning Commission during the Sketch Plan review to reduce their road frontage buffer to fifty (50) feet and one hundred (100) feet, respectively, if the following conditions are met: the subdivision shall be shielded from view from the road by means of a berm, additional tree planting, or both; the subdivision must meet one more architectural requirement listed in Table 2.8 than they would otherwise be required; and at least forty percent (40%) of homes must have a covered back porch of no less than thirty percent (30%) of the rear building façade, with a depth of at least six (6) feet.

2.7.5 Waterway Buffer

An area, strip, or plot of undisturbed vegetation shall run parallel to any perennial surface waters, with a fifty (50) foot buffer from any bank that is included within the subdivision. This vegetative buffer is established for the protection of the water resources of Chester County. Land disturbances are prohibited within the buffer. Light maintenance, defined as manual or small equipment removal of underbrush, pruning and trimming of trees up to ½ the height of the tree, and tree removal up to four inches in diameter at breast height (DBH), is permitted within the buffer. Permeable surface trails are allowed within the buffer zone so long as they remain above the top of the banks of the perennial surface water. An owner or authorized agent may appeal to the ZBA board on a form provided by the Zoning Administrator for a variance from the requirements of this zoning ordinance when the strict regulations would result in unnecessary hardship.

2.7.6 Street Trees

It is the intent of the County to preserve trees within its residential areas. In keeping with this intent, street trees shall be planted at forty (40) foot intervals within five (5) feet of the street right-of-way.

All street trees shall be 2.5 inches DBH at the time of planting and be covered with a one-year replacement guarantee.

Where subdivisions are required to have sidewalks and stormwater infrastructure, all street trees shall be planted in a six (6) foot planting strip between the sidewalk and curb to promote traditional neighborhood development and safe streets, unless specifically authorized by the Planning Commission to vary. Appropriate species shall be chosen for long-term viability and preventing infrastructure damage, with preference given to medium or large overstory trees of at least 30' in height at maturity. **Root barriers are encouraged to prevent damage to the sidewalks or street.**

Existing trees on the site shall be preserved whenever possible, and the plans and specifications for tree planting and tree preservation shall meet the approval of the Planning Commission. Tree protection must be in accordance with Section § 5-303 of the current Chester County Zoning Ordinance until such time as it shall be amended.

2.7.7 Architectural Standards

It is the intent of Chester County to encourage new homes that promote beauty, respect for local heritage, and functionality by its residents, while not being so inflexible as to constitute an unreasonable burden or negatively impact housing affordability in an unconscionable fashion. For the purposes of this article, all planned developments and residential group developments can be classified as one of the below three categories based on the number of dwelling units contained within the development on a 1:1 ratio with the number of lots that define the below subdivisions.

Table 2.8

Architectural feature	Medium subdivision	Major subdivision	Mega subdivision
Roof pitch <i>(between 4:12 and 12:12)</i>			
Garage standards <i>(if front-loaded, garages must be approximately flush with or behind the front façade)</i>			
Diversity of exterior building materials <i>(no more than 75% of houses may be sided with vinyl)</i>			
High-quality exterior building materials <i>(all houses are constructed of one or more, but not more than two per house, of: cementitious siding (such as Hardie Board), wood clapboard, fiber cement board and batten siding, brick, or natural stone)</i>			
Diversity of house sizes <i>(at least 25% of the houses must be smaller (by at least 600 square feet) than the top 10% of the largest homes in the development, with at least 10% of houses being no larger than 1,300 square feet)</i>			
Front porch <i>(at least 40% of homes must have a front porch of no less than 50% of the front building façade, with a depth of at least 6 feet)</i>			
Side or rear-loaded garages <i>(no more than 75% of homes may have front-loaded garages. If side-loaded, front façade shall be designed with residential-style windows)</i>			
Variations in exterior building materials and exterior color among houses <i>(with proposed materials chosen from the above list, and proposed color samples shown to the Planning Commission if this option is chosen. Both the variations in exterior building materials and color must harmonize.)</i>			

*(Green indicates a required feature; yellow indicates that **one** of the options for that category is required; orange indicates that **two** of the options for that category are required.)*

2.7.8 Off-Street Parking

Each single-family or two-family residential unit must have space for the parking of at least three vehicles completely off the road right-of-way. Any parking space in a garage designed as a part of the residence may count towards this requirement. Group developments or other multi-family developments, including townhomes, must present a plan showing an adequate number of parking

spaces for the type and size of dwelling units, which shall be allowed to range from 1.5 spaces/unit to 2.5 spaces/unit depending on these factors.

2.7.9 Reservation of Public Sites

To ensure the orderly development of the community, the subdivider may be required to reserve and negotiate to sell needed spaces for parks, schools, fire stations and playgrounds, as required by local governmental units, for period not to exceed thirty (30) days from the date of submission of the Sketch Plan. The reservation period may be extended for one (1) additional thirty (30) day period if a government unit files with the Planning Commission a written statement indicating a desire to negotiate.

2.7.10 Block Standards

In order to help prevent traffic congestion and undue inconvenience, promote traditional neighborhood design, and work towards the safety of residents for driving and walking, the length of residential blocks shall not exceed one thousand (1,000) feet; provided, however, that length requirements may be modified when it is appropriate due to the topography or physical shape of the property being subdivided. The width of any residential block shall be sufficient to permit two (2) tiers of lots, where topography and land ownership permits, except as otherwise provided in these regulations.

Non-residential blocks shall be of such length and width as may be suitable for their prospective use, including adequate provision for off-street parking and service.

2.7.11 Street Design Standards

- A. General Standards: All streets, which shall hereafter be established in connection with the development of a subdivision, shall comply with the following design standards:

The design and layout of the streets, including without limitation, arrangement, character, width, grade, and location shall be required to conform to the current Chester County Comprehensive Plan, to adjoining street systems or adjoining properties, and to the topography, natural features and drainage systems required by the County. Minor streets shall be so laid out so that non-essential use by through traffic will be discouraged.

Roads of an existing subdivision shall not be used as the sole means of ingress and egress in developing a new subdivision or extending an existing one unless meeting all County standards and approved by the Planning Commission.

- B. Alleyways: Alleys shall be encouraged as a flexible design option, where appropriate, to allow for rear garage access by means of a rear paved street, which shall only be required to be wide enough to accommodate one vehicle and shall not be required to have curb and gutter. Alleyways shall be in addition to, not instead of, a street that meets County standards and allows for access by emergency vehicle.

- C. Cul-de-sacs: Cul-de-sacs shall terminate in a circular or pear-shaped turnaround having a minimum right-of-way of at least one hundred (100) feet in diameter and a paved turnaround loop with a minimum outside diameter of eighty (80) feet or other approved type of turnaround. Maximum length shall not exceed one thousand (1000) feet, except for minor subdivisions which shall not exceed one thousand and five hundred (1500) feet, unless specifically approved by the Planning Commission.
- D. Temporary dead-end streets: Temporary dead-end streets, which extend for a greater distance than the depth of one abutting lot, shall be provided with a temporary turnaround having a diameter of eighty (80) feet, or other suitable turnaround.
- E. Half streets: Half streets are prohibited along property lines. When a street is planned adjacent to the proposed subdivision tract boundary, the entire street right-of-way shall be platted within the proposed subdivision.
- F. Intersections: The centerline of no more than two (2) streets shall intersect at any one point. Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at an angle of less than seventy (70) degrees (angles of intersection to be measured at the intersection of street centerline). Street jogs shall be avoided. Where unavoidable, street jogs at intersections shall have a centerline offset of not less than one hundred fifty (150) feet.
- G. Street Access: Whenever topography will permit, the arrangements of streets in a subdivision shall provide for the alignment and continuation or projection of existing streets in adjoining areas. This is to mean the interconnectivity of subdivision developments. Where it is essential to the development of a logical street pattern, street right-of-way shall be extended to the boundary of adjoining property.

Incompatible characteristics of adjoining property shall be given due consideration in making a determination of what shall constitute a logical street pattern. Reserve strips adjoining street rights-of-way for the purpose of preventing access to adjacent property shall not be permitted. The street extension may be built or an escrow account established in favor of the County for a 10-year period in an amount determined by the County Public Works Department to cover the cost of construction. All interest will accumulate to Chester County, which may use the funds to construct the extension or contract for construction. If the extension has not been constructed within the 10 year period, the Planning Commission will determine the continued necessity of the extension and recommend to County Council either an extension of the time of the escrow account or that the account be terminated and all monies be returned to the developer; and the right-of-way may then be divided proportionally to adjoining property owners.

- H. Additional Right-of-Way: Subdivisions which include an existing platted street that does not conform to the minimum right-of-way requirements of these regulations shall provide additional width along one or both sides of such street so that minimum right-of-way required by these regulations is established. Subdivisions abutting only one side of such

street shall provide a minimum of one-half the minimum right-of-way required by these regulations, measured from the centerline of existing right-of-way.

- I. Minimum Right-of-Way Widths: Minimum right-of way widths shall be as follows:

Table 2.9

Street Classification	Right-of-Way (in feet)
Arterial	80'
Collector	66'
Local Commercial	66'
Local Residential	50'
Alley	20' if one-way, 40' if two-way

- J. Street Grades: Grades on major thoroughfares shall be established by the South Carolina Department of Transportation (SCDOT). Grades on collector streets shall not exceed eight (8%) percent unless topographic conditions make this impractical. Grades on local residential streets shall not exceed fifteen (15%) percent. All streets shall have a minimum grade of not less than one-half (0.5%) percent.
- K. Horizontal Curves: Where a deflection angle of more than ten (10) degrees occurs in the alignment of a minor street, a curve of reasonable radius shall be introduced. A curve shall be introduced at any change in direction of a collector Street or major thoroughfare. On major thoroughfares, the centerline radius of a curvature shall be determined by SCDOT. On collector streets the centerline radius of curvature shall not be less than three hundred and fifty (350) feet. On minor streets, the centerline radius of a curvature shall not be less than one hundred and fifty (150) feet.
- L. Vertical Curves: Minimum stopping sight distance on major thoroughfares shall be determined by the SCDOT. On collector streets, the minimum stopping sight distance shall be two hundred and seventy-five (275) feet (40 mph), and on minor streets it shall be one hundred and sixty (160) feet (25 mph). Stopping sight distances shall be measured from height of eye of three (3) feet nine (9) inches to an object with a height of six (6) inches. Both distances shall be measured above the centerline of the street. Stopping sight distance shall conform to the standards of the American Association of State Highway Officials and SCDOT.
- M. Split Level Streets: Streets which are constructed so as to have two traffic ways, each at different levels within the same right-of-way, shall provide a paved traffic surface of at least twenty (20) feet on each level and a slope between the two traffic ways of three to one (3:1) or flatter.

2.7.12 Conservation Subdivision Design Standards

A. Purpose of Conservation Subdivisions and Design Standards: The purposes of Conservation Subdivision Design (CSD) are to preserve agricultural and forestry lands, natural and cultural features, and rural community character that would be lost through conventional development approaches. To accomplish this goal, greater flexibility and creativity in the design of such developments is encouraged and required. Specific objectives include:

- a. To preserve areas of the County with productive soils for continued and new agricultural and forestry use by preserving blocks of land large enough to allow for efficient operations;
- b. To preserve scenic views and elements of the County's rural character for existing and new residents;
- c. To encourage the maintenance and enhancement of habitat for various forms of wildlife and to create new woodlands through natural succession and reforestation where appropriate;
- d. To provide for the active and passive recreational needs of County residents;
- e. To provide greater efficiency in the siting of services and infrastructure by reducing road length, utility runs, and the amount of paving for development.

B. Location of Conservation Areas: Both Primary and Secondary Conservation Areas shall be placed in undivided preserves which adjoin housing areas that have been designed more compactly to create larger conservation units than may be enjoyed by all residents of the subdivision. Such undivided open space shall be accessible to the largest number of lots within the development. To achieve this, the majority of lots should be located within walking distance of undivided open space to provide residents with direct access. Safe and convenient pedestrian access to the open space from all adjoining lots shall be provided, except in the case of farmland or other resource areas vulnerable to trampling damage or human disturbance.

Where undivided open space is designated as separate non-contiguous parcels, no parcel shall consist of less than three (3) acres in area, nor have a length-to-width ratio in excess of 4:1, except such areas that are specifically designed for neighborhood commons or greens, playfields, buffers adjacent to wetlands and watercourses, wildlife corridors, or trail links.

Guidance as to which parts of the remaining land should be classified as Secondary Conservation Areas shall be based on on-site visits, the details of the site, usability by residents, and the following design criteria. Particular priority shall be given to plans which promote or support the agricultural economy of Chester County, including farmland preservation or creation of new cropland or pastureland tracts.

General Design Standards: The following criteria apply to all conservation subdivisions:

- a. All wetlands, floodplains, and steep slopes should be protected and preserved from clearing, grading, filling, or construction.

- b. The shape of the open space should be reasonably contiguous, coherently configured, and shall abut existing or potential open space on adjacent properties. Long narrow segments must be avoided except in the case of trail or stream corridors, or landscape buffers adjoining street rights-of-way and/or neighborhood boundaries.
 - c. The pedestrian circulation system should be designed to assure that pedestrians can walk safely and easily on the site, between properties and activities or special features within the neighborhood open space system. All roadside footpaths should connect with off-road trails, and link with existing or potential open space on adjoining parcels.
 - d. Common areas (neighborhood greens), cul-de-sac islands, and both sides of new streets should be landscaped with native species of shade trees and flowering shrubs with high wildlife conservation value.
- C. Farmland Conservation Standards: Where the goal of the CSD project is to conserve farmland, the following guidelines apply:
 - a. Building lots should be in forested areas away from existing grazing areas, cropland, feedlots, and similar uses.
 - b. If development must be located on open fields or pastures because of greater constraints on other parts of the site, dwellings should be sited in locations at the far edge of a field, as seen from a public road.
 - c. The most productive portions of existing grazing areas and cropland should be identified, with building lots located on less productive land.
 - d. Buffers shall be provided between house lots and cropland or pastures, to reduce the potential for conflict between residents and farming activities. Such buffers shall generally be approximately 75 feet in width and shall be managed to encourage the growth of successional woodland or other habitat.

2.8 Lot Standards

2.8.1 General Requirements

All lots, which shall be established in connection with the development of a subdivision, shall comply with the requirements set forth in the Zoning Ordinance of Chester County or as shown below, whichever are more restrictive.

Insofar as practical, lots shall not be divided by City or County limit lines.

Lots shall be arranged in a development to avoid difficulties by reason of topography or other conditions in securing building permits, complying with health regulations, and providing driveway access from an approved road to buildings on the lots.

2.8.2 Residential Setback Lines

Driveways shall be at least 4 feet from the property line except at the point of entry and exit, and shall not be located proximate to an existing street intersection, site permitting.

2.8.3 Lot Line Standards

Insofar as practical, side lot lines shall be at right angles to straight street lines and radial to curved street lines.

2.8.4 Corner Lots

Corner lots shall be of sufficient size so that a structure could be constructed and still maintain minimum yard requirements specified in the Zoning Ordinance.

2.8.5 Double Frontage

Double frontage lots (i.e., lots having street frontage both in front and rear) shall be avoided except in commercial zones, where essential to provide separation of residential development from railroad or major street right-of-way or from non-residential uses or where necessary due to topography.

Where a railroad or major thoroughfare right-of-way, as shown on the major thoroughfare plan, abuts or runs through any portion of the subdivision, the subdivision plat shall provide for either a minor street or a lot backing onto a right-of-way having a minimum depth of one hundred fifty (150) feet plus the required fifty (50) foot undisturbed buffer.

2.8.6 Street Access

Every lot shall front or abut on a street which conforms to the requirements of these regulations. Every lot shall have at least twenty-five (25) feet of access on a public or private street. This access may be provided and named by an easement upon approval by the Planning Commission, in compliance with these ordinances and County 911 naming standards. All private gravel streets providing access to minor subdivisions shall be required to be named.

An exemption to this requirement shall be given to a lot or lots created for conservation purposes. Lots created for conservation purposes shall not be required to have at least 25 feet of frontage on an existing paved public road, a new paved public road, or a paved private road. If this type of parcel is ever developed, the parcel or portion of the parcel to be developed shall have to meet all applicable regulations for subdividing or developing the land. Conservation purposes mean the land is given to, leased, or purchased, etc. by a land trust, conservation group or some other individual or group for the purpose of preserving the land. A note shall be added to all plats created for this type of lot which shall read as follows: “This lot is being created for conservation purposes and does not require 25 feet of frontage on an existing paved public road, new paved public road, or a paved private road.

2.8.7 Flag Lots

Flag lots shall not be permitted in Chester County, except in very unusual circumstances in compliance with the following requirements:

A subdivision creating flag lots may be approved by the Planning Director, or his or her designee, where circumstances such as topography, water course, road alignment, or existing site boundary configuration do not permit the subdivision into uniformly shaped lots. Flag lots shall not be approved in order to avoid the construction of roads in accordance with this ordinance.

All flag lots approved by the Planning Director shall front or abut on a street which conforms to the requirements of these regulations. Every lot shall have at least twenty-five (25) feet of access on a County dedicated maintained road, an existing paved public road, a new paved public road, or a paved private road. A flag lot must contain a minimum of ten (10) acres, and there must be at least 1,000 feet between access corridors to flag lots.

2.8.8 Water Bodies and Watercourses

If a tract being subdivided for all subdivisions except individual and minor subdivisions contains a water body, or portion thereof, lot lines shall be so drawn as to distribute the entire ownership of the water body among all adjacent lots. The Planning Commission may approve an alternative plan whereby the ownership of and the responsibility for safe maintenance of the water body is so placed that it will not become a local government responsibility. The minimum area of a lot required under this ordinance may not be satisfied by land which is underwater. Where a watercourse separates a lot buildable area from the road providing access, an engineer’s certified structure shall be provided.

2.9 Miscellaneous Requirements

2.9.1 Erosion Control

It shall be the responsibility of any subdivider, including for individual subdivisions, to establish a long term vegetative cover over all disturbed areas within any road right-of-way in any subdivision subject to this ordinance. Establishment of long term vegetative cover shall, at minimum, consist of:

- A. The least amount of tillage necessary to break compaction, incorporate lime and fertilizers where appropriate, and allow the proper placement of seed, sprigs, or plants.
- B. Uniformly planting suitable long-term grasses or legumes by drilling, broadcasting, or hydro seeding. Trees, shrubs, and vines may be planted where appropriate.
- C. Application of suitable mulch material to provide necessary additional protection against erosion or to aid in the establishment of permanent plant cover.
- D. Comply with DHEC Sediment Control and Drainage Regulations.

2.9.2 Easements

Easements shall be required in subdivisions for the following purposes:

- A. Utility Easements: When it is found to be necessary and desirable to locate public utility lines in other than street right-of-way, easements shall be shown on the plat for those purposes. All above ground utilities shall be provided along rear property lines except where site conditions make this impractical. The easements shall be not less than twenty (20) feet along rear property lines and ten (10) feet alongside property lines and, where possible, shall be centered on rear and side lot lines.
- B. Where a proposed subdivision is traversed by a water course, drainage way, or stream, appropriate provisions shall be made to accommodate storm water and drainage through and from the proposed subdivision. The area so improved shall conform substantially with the lines of said water course and be of sufficient width for construction, or both, as to be adequate for the purpose, provided however, the public easement shall be not less than twelve (12) feet in width.

2.9.3 Manufactured Homes and Manufactured Home Parks

Except for individual or minor subdivisions, no manufactured home shall be allowed in a new subdivision. Manufactured home parks shall meet the design of the Manufactured Home Park provisions of the Zoning Ordinance until such time as it shall be amended.

2.9.4 Cemeteries

If a tract being subdivided contains an active or an abandoned cemetery, or portion thereof, lot lines shall be drawn so as to exclude any portion of the cemetery. The land area containing any portion of

the cemetery must be subdivided into a separate parcel. A fifty (50) foot buffer shall be provided around the perimeter of the cemetery. This buffer shall be included in the parcel with the cemetery.

No development shall be permitted within the buffer apart from the erection of historical markers and other like markers. A twenty-five (25) foot easement for ingress and egress to a public road must be provided.

2.9.5 Transfer of Title

No transfer of title to property subject to this ordinance shall be executed or recorded prior to final plat approval. A deed of property subject to this ordinance shall not be recorded by the Chester County Clerk of Court without the recording of a plat of the property conveyed, which plat is stamped approved pursuant to these regulations and is referenced in the deed description. A metes and bounds description without reference to a recorded plat is not sufficient to comply with this ordinance. The County Assessor will not subdivide the property until the required plat is recorded. A corrective deed will be required when an instrument is recorded in violation of this section. Recording fees will not be waived or refunded.

2.9.6 Monuments

All lot corners, street corners, and points of change in direction in exterior boundaries of the subdivision shall be marked with an iron pipe at least (24) twenty-four inches long and driven to within (4) four inches of the finishing grade or flush as conditions may require.

2.10 Violations and Enforcement

2.10.1 General

Any person violating these subdivision and development regulations shall be guilty of a misdemeanor and, upon conviction, shall be punished under the general penalty provisions of the Chester County Code of Ordinances.

2.10.2 Enforcement

- A. Misdemeanor; penalties: It shall be unlawful for any person to use property, or to construct, alter, enlarge or demolish any structure without approvals required by this ordinance.
- B. Withholding permits: The Administrative Official, Zoning Administrator, Building Official, Director of Department of Roads or other appropriate official shall deny a permit for any use or work which fails to comply with this ordinance.
- C. Complaints: A written complaint specifying facts showing a violation of this ordinance filed by any person shall be investigated by the Administrative Official or the County's designee. Upon determination that a violation has occurred, the Administrative Official shall take appropriate enforcement action authorized by this ordinance.
- D. Stop work orders: The Administrative Official is authorized to issue a stop work order pursuant to S.C. § 6-29-950(A) requiring work to cease until specific code violations are corrected. Failure to comply with a stop work order of the Administrative Official is a misdemeanor. Issuance of a stop work order may be appealed to the Planning Commission.
- E. Ordinance Summons: The Administrative Official is designated as a code enforcement officer and is authorized to issue an ordinance summons pursuant to County Code provisions for violations of this ordinance.
- F. Injunction: The Administrative Official shall submit a request to the County Attorney for institution of a civil action seeking an injunction prohibiting violation of this ordinance when appropriate.

2.10.3 Violations by a Developer

- A. Whoever, being the owner or agent of the owner of any land located within a development, transfers title to any land before the plat has been approved by the Planning Commission or authorized staff member and recorded in the office of the Chester County Clerk of Court shall be guilty of a misdemeanor, punishable under the general penalty provisions of the County Code.
- B. A person filing for record or recording a deed describing a lot or parcel by metes and bounds without reference to a recorded plat shall be guilty of a misdemeanor.
- C. In addition to other remedies, County Council may seek enforcement of this ordinance by action for injunction brought in circuit court.

2.10.4 Violations by Recording Official

The Chester County official whose duty it is to accept, and record plats and deeds shall not accept, file, or record any deed which does not comply with this ordinance or any subdivision plat which has not been approved by the Planning Commission or authorized staff member. Violation of the section is subject to penalties and remedies as provided by S.C. Code §6-29-1160, and the general penalty provisions of the County Code.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR CHESTER COUNTY
ORDINANCE NO. 2025-17

AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FEE-IN-LIEU OF TAX AND INCENTIVE AGREEMENT, BY AND AMONG CHESTER COUNTY, SOUTH CAROLINA ("COUNTY"), IKO GLASS FIBER INC. ("IKO GLASS"), AND IKO MAT TECH INC. ("IKO TECH"), PREVIOUSLY IDENTIFIED AS PROJECT PHOENIX22, ACTING FOR THEMSELVES, ONE OR MORE AFFILIATES AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, "COMPANY"), PURSUANT TO WHICH THE COMPANY AND THE COUNTY AGREE TO CERTAIN AMENDED INCENTIVES AND AMENDED PERFORMANCE MEASURES; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, on February 21, 2023, the County enacted Ordinance No. 2023-1, related to Project Phoenix22 ("Original Ordinance");

WHEREAS, the County and the Company entered a Fee-in-Lieu of Tax and Incentive Agreement, dated as of February 21, 2023 ("Original Agreement");

WHEREAS, each capitalized term used, but not defined in this Ordinance, has the meaning ascribed to that term, as applicable, in the Original Ordinance or the Original Agreement;

WHEREAS, pursuant to the Original Agreement, the Company anticipated investing approximately \$363,300,000 and creating, or causing to be created, approximately 180 new, full-time equivalent, jobs, and committed to investing no less than \$327,000,000, and creating, or causing to be created, no less than 162 new, full-time equivalent, jobs, all at the Project;

WHEREAS, pursuant to the Original Agreement, in addition to other incentives and other consideration, the County agreed to provide certain special source revenue credits to the Company in exchange for certain performance measures in favor of the County;

WHEREAS, the Company has represented to the County that the Company now expects to invest no less than \$500,000,000 and create, or cause to be created, no less than 200 new, full-time equivalent, jobs, all at the Project (collectively, "Amended Project");

WHEREAS, to encourage the Company to make such additional investment and create, or cause to be created, such additional new, full-time equivalent, jobs, the County and the Company intend to agree to amend the Original Agreement to provide for certain amended incentives and to provide for certain amended performance measures, all as provided in a first amendment to the Original Agreement; and

WHEREAS, to effect the same, the Company has caused to be prepared and presented to this meeting, the "First Amendment to the Fee-in-Lieu of Tax and Incentive Agreement," the substantially final form of which is attached to, and incorporated in, this Ordinance as Exhibit B ("First Amendment");

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

Section 1. Evaluation of the Project. Based solely on information provided to the County by the Company, County Council has evaluated the Amended Project on the following criteria:

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

Section 2. Findings by County Council. Based solely on information provided to the County by the Company, the County Council hereby finds that:

- (a) the Amended Project will constitute a “project” within the meaning of the Negotiated FILOT Act;
- (b) the Amended Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act;
- (c) the investment by the Company in the Amended Project shall not be less than \$500,000,000, to be invested within 5 years from the “Commencement Date” as such term is defined in the Negotiated FILOT Act;
- (d) the Amended Project will be located entirely within the County;
- (e) the Amended Project will benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (f) the Amended Project will not give rise to a pecuniary liability of the County or any incorporated municipality nor a charge against its general credit or taxing power of the County or any incorporated municipality;
- (g) the purposes to be accomplished by the Amended Project are proper governmental and public purposes;
- (h) the inducement of the location of the Amended Project is of paramount importance; and
- (i) the benefits of the Amended Project to the public are greater than the costs to the public.

Section 3. Approval and Execution of First Amendment. The form, provisions, terms, and conditions of the First Amendment, as attached as Exhibit B, and presented to this meeting and filed with the Clerk of County Council be and hereby are approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if such First Amendment was set out in this Ordinance in its entirety. The Chairman of the County Council, the County Administrator, and the Clerk of the County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the First Amendment in the name and on behalf of the County, and thereupon to cause the First Amendment to be delivered to the Company. The First Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as are not materially adverse to the County and as are approved by the County’s economic development counsel and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the First Amendment now before this meeting.

Section 4. Miscellaneous.

(a) The Chairman of the County Council, the County Administrator, and all other appropriate officials of the County are hereby each authorized, empowered, and directed to execute, deliver, and receive any other agreements and documents as may be required by the County in order to carry out, give effect to, consummate the transactions authorized by this Ordinance, and do any and all things reasonably necessary and prudent to effect the execution and delivery of the First Amendment and the performance of all obligations of the County under and pursuant to the First Amendment.

(b) This Ordinance shall become effective immediately upon enactment following the public hearing and third reading by the County Council;

(c) The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable,

such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder;
and

(d) All ordinances, including the Original Ordinance, resolutions, orders, policies, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

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

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson
Chairman, County Council

[SEAL]

Attest:

Kristie Donaldson
Clerk to County Council

First Reading:	August 18, 2025
Second Reading:	September 2, 2025
Public Hearing:	September 15, 2025
Third Reading:	September 15, 2025

EXHIBIT A
EXECUTED FEE-IN-LIEU OF TAX AND INCENTIVE AGREEMENT
[DATED FEBRUARY 21, 2023]

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

between

CHESTER COUNTY, SOUTH CAROLINA

IKO GLASS FIBER INC.;

and

IKO MAT TECH INC.

Dated as of February 21, 2023

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT ("Agreement") dated as of February 21, 2023, by and between CHESTER COUNTY, SOUTH CAROLINA ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, IKO GLASS FIBER INC., and IKO MAT TECH INC., previously identified as Project Phoenix22, acting for themselves, one or more affiliates, and/or other project sponsors ("Company");

WITNESSETH:

WHEREAS, Chester County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended ("Code"), particularly Title 12, Chapter 44 of the Code ("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 construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina ("State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ 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 made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park ("Multi-County Park") in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, IKO Glass Fiber Inc. and IKO Mat Tech Inc., previously identified as Project Phoenix22, each acting for themselves, one or more current or future affiliates, and other project sponsors (collectively, "Company"), propose to invest in, or cause others to invest in, the acquisition, improvement and equipping of certain facilities to be operated primarily for manufacturing facilities, at one or more locations in the County ("Project") and anticipates that, should its plans proceed as expected, the Project will generate aggregate investment in the County of approximately \$363,300,000 and expects to create, or cause to be created, approximately 180 new jobs at the Project; and

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

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on January 17, 2023 ("Inducement Resolution"), whereby the County identified the Project as a "project" within the meaning of the Act, and agreed to provide the benefits of a negotiated FILOT, a multi-county industrial or business

park, and Special Source Credits with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, based on information provided to the County by the Company, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein and, by Ordinance No. 2023-1 enacted by the County Council on February 21, 2023, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, the potential investment to be made, or caused to be made, and the potential jobs to be created, or caused to be created, by the Company which contribute to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act, including, without limitation, the Special Source Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees under arrangements which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company or any other Co-Investor under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the Company, or other Co-Investor, required to pay such expense hereunder, shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and the County shall have furnished to such Company, or such other Co-Investor, as the case may be, a general statement of all such expenses incurred, provided, further, the County shall not be required to provide an itemized statement of legal fees and/or expenses.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Company or any other Co-Investor, as the case may be, or which is now or hereafter owned in whole or in part by the Company or any other Co-Investor, as the case may be, or by any partner, shareholder or owner of the Company or any other Co-Investor, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any other Co-Investor, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

"*Agreement*" shall mean this Fee In Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

"*Code*" shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

"*Co-Investor*" shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Negotiated FILOT Act. As of the date of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

"*Company*" shall mean IKO Glass Fiber Inc. and IKO Mat Tech Inc., previously identified as Project Phoenix22, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05 or 6.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

"*Council*" shall mean the governing body of the County and its successors.

"*Credit Eligible Entity*" shall have the meaning specified in **Section 3.02(a)** hereof.

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

"*Deficiency Payment*" shall have the meaning specified in **Section 5.01(e)** hereof.

"*Department of Revenue*" shall mean the South Carolina Department of Revenue and any successor thereof.

"*Enhanced Investment FILOT Compliance Period*" shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the eighth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2023, and, in such event, the Enhanced Investment FILOT Compliance Period will end on December 31, 2031.

"*Enhanced Investment FILOT Minimum Requirement*" shall mean either (a) investment in the Project of at least \$150,000,000 (without regard to depreciation or other diminution in value) and creation of at least 125 new full-time jobs at the Project within the Enhanced Investment FILOT Compliance Period; or alternatively (b) investment in the Project of at least \$400,000,000 (without regard to depreciation or other diminution in value) within the Enhanced Investment FILOT Compliance Period, in accordance with Section 12-44-30(7) of the Negotiated FILOT Act.

"*Event of Default*" shall mean an Event of Default, as set forth in **Section 8.01** hereof.

"*Existing Property*" shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property;

provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property.

"FILOT" shall mean fee in lieu of *ad valorem* property taxes.

"FILOT Payment" or "FILOT Payments" shall mean the FILOT payments to be made by the Company or any other Co-Investor with respect to the Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof or as FILOT payments made pursuant to the Multi-County Park Act.

"Investment Period" shall mean the period for completion of the Project, which shall equal the Enhanced Investment FILOT Compliance Period, as provided by the Act, however, if the Company meets the Enhanced Investment FILOT Minimum Requirement of \$150,000,000 within the Enhanced Investment FILOT Compliance Period, then the County agrees to consider approving the Company's request for an extension of the Investment Period, which extension may be approved by resolution of the County Council.

In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, 2023, upon any such extension, the Investment Period will end, unless extended, on December 31, 2031.

"Land" shall mean the land upon which the Project has been or will be acquired, constructed and equipped, as described on **Exhibit A** attached hereto, as **Exhibit A** may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

"Minimum Contract Investment Requirement" shall mean the investment of at least \$327,000,000 on the Land and in the County, by the Company and all Co-Investors, in the aggregate, within the period commencing on January 1, 2023, and ending at the end of the Enhanced Investment FILOT Compliance Period.

"Minimum Special Source Credits Jobs Requirement" shall mean the creation of at least 162 new, full-time jobs in the County by the Company and all Co-Investors, in the aggregate, within the period commencing on January 1, 2023, and ending at the end of the Enhanced Investment FILOT Compliance Period.

"Multi-County Park" shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Act and the Multi-County Park Agreement, and any multi-county industrial or

business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement, which supersedes or replaces the initial Multi-County Park Agreement.

"Multi-County Park Act" shall mean Title 4, Chapter 1 of the Code.

"Multi-County Park Agreement" shall mean that certain Master Agreement governing the York-Chester Industrial Park by and between the County and York County, South Carolina dated as of December 31, 2012 as supplemented, modified or amended, and, as such agreement may be further supplemented, modified, amended, or replaced from time to time.

"Negotiated FILOT" or *"Negotiated FILOT Payments"* shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate or rates described in **Section 5.01(b)(ii)** hereof.

"Negotiated FILOT Act" shall mean Title 12, Chapter 44 of the Code.

"Negotiated FILOT Property" shall mean all Project property qualifying for the Negotiated FILOT as economic development property within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property, and any Released Property.

"Non-Qualifying Property" shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(d)(iii)** hereof.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any other Co-Investors for use on or about the Land; and (iii) any Replacement Property; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within the Investment Period.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

"Released Property" shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(d)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act, any portion of the Negotiated FILOT Property constituting infrastructure which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"Replacement Property" shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

"Retroactive FILOT Payment" shall mean a payment made by the Company or any other Co-Investor, to the County in an amount an amount equal to the difference between the FILOT Payments theretofore made, after application of the Special Source Credits, and the amount of the FILOT Payments which would have otherwise been due if determined with an assessment ratio of 6%, after application of the Special Source Credits.

"Special Source Act" shall mean Section 4-1-175 of the Code.

"Special Source Credits" shall mean the special source revenue credits described in **Section 3.02** hereof.

"Special Source Improvements" shall mean to the extent paid for by the Company or any other Co-Investor, any infrastructure serving the economic development of the County and any improved or unimproved real property, buildings, structural components of buildings, fixtures, or other real property improvements and, upon the written election of the Company to the County, (effective as of the election date set forth in the written election, whether before or after the date of the written election) personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act. For purposes of this Agreement, Special Source Improvements shall initially be deemed to include, without limitation, all roadwork, water, sewer, drainage, power and utility facilities serving the Project, as well as the Land, the buildings, fixtures and other real property improvements on the Land, and any additions or improvements to any of the foregoing, whether paid for by the Company or any Co-Investors directly or through lease payments.

"Sponsor" and *"Sponsor Affiliate"* shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. As of the original execution and delivery of the Agreement, the only Sponsor is the Company and there are no Sponsor Affiliates.

"Standard FILOT Compliance Period" shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section

12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2023, and, in such event, the Standard FILOT Compliance Period will end on December 31, 2028.

"Standard FILOT Minimum Requirement" shall mean investment in the Project of not less than \$2,500,000 within the Standard FILOT Compliance Period, as set forth in by Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act and **Section 6.02** hereof.

"State" shall mean the State of South Carolina.

"Term" shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act.

Section 1.02. References to Agreement. The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, the Special Source Credits, and the inclusion and maintenance of the Project in the Multi-County Park, all as set forth herein, as well as any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) Based on the information supplied to the County by the Company, the County has determined the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which to the best knowledge of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31 and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company presently intends to operate the Project as facilities primarily for manufacturing of glass and fiberglass mats.

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, as set forth herein, were factors in inducing the Company to locate the Project within the County and the State.

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

(e) The Company has retained legal counsel to advise or has had a reasonable opportunity to consult legal counsel to advise, of its eligibility for the Negotiated FILOT and other incentives granted by this Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the Negotiated FILOT and other incentives granted by this Agreement.

ARTICLE III

COVENANTS OF COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Special Source Credits.

(a) As reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act, the County hereby agrees that the Company and each other Co-Investor (each, a "Credit Eligible Entity") shall be entitled to receive, and the County shall provide, subject to Section 4.02, Special Source Credits against each FILOT Payment due from each such Credit Eligible

Entity with respect to the Project for a period of ten (10) consecutive tax years, commencing with the tax year for which the initial Negotiated FILOT payment is due with respect to the Project, in an annual amount equal to fifty-five percent (55%) of each such year's FILOT Payments for years one (1) through five (5) and in an amount equal to twenty-five percent (25%) of each such year's FILOT Payments for years six (6) through ten (10). The Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project by the Company and all other Credit Eligible Entities. In no event shall the aggregate amount of any annual Special Source Credits available to the Company and/or all Sponsor Affiliates exceed the amount of the then-current, annual FILOT Payment.

(b) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against any FILOT Payment(s) on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the FILOT Payment due on the personal property for the year in which the personal property was removed from the Project shall be due for the two years immediately following such removal.

(c) To claim each Special Source Credit, the Company, shall, no less than 45 days prior to the date after which *ad valorem* taxes become delinquent, file with the County Administrator, the County Auditor, and the County Treasurer, an Annual Special Source Credit Certification, the form of which is attached as Exhibit C, showing the amount of aggregate investment in qualifying infrastructure and the calculation of the Special Source Credit. The County is entitled to confirm the information (including the calculation) on the Annual Special Source Credit Certification prior to amending and transmitting the applicable tax bill(s). If the information contained on the Annual Special Source Credit Certification is correct, then the County shall (i) reduce the applicable tax bill(s) by the amount of the Special Source Credit and provide updated tax bill(s) to the Company, or (ii) if such tax bill(s) have been paid without application of the Special Source Credit, refund the amount of the Special Source Credit within 30 days after receiving the Company's Annual Special Source Credit Certification. If the Company fails to file the Annual Special Source Credit Certification no less than 45 days prior to the date after which *ad valorem* taxes become delinquent, but files the Annual Special Source Credit Certification within 120 days after the date which *ad valorem* taxes become delinquent, then the County shall (i) reduce the applicable tax bill(s) by the amount of the Special Source Credit and provide updated tax bill(s) to the Company, or (ii) if such tax bill(s) have been paid without application of the Special Source Credit, refund the amount of the Special Source Credit within 30 days after receiving the Company's Annual Special Source Credit Certification. The Company shall not be entitled to receive the Special Source Credit in an applicable year if it does not file the Annual Special Source Credit Certification within 120 days after the date which *ad valorem* taxes become delinquent for such year, but shall be entitled to receive the Special Source Credit in future years if the Annual Special Credit Certification is timely provided in accordance with this subsection. In no event is the County required to remit any payment to the Company while any of the Company's taxes or FILOT Payments have been invoiced by the County but remain outstanding, excluding any taxes or FILOT Payments that may have been protested by the Company, until such outstanding amounts have been paid.

THE SPECIAL SOURCE CREDITS ARE PAYABLE SOLELY FROM THE FILOT PAYMENTS, ARE NOT SECURED BY, OR IN ANY WAY ENTITLED TO, A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE COUNTY, ARE NOT AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, ARE PAYABLE SOLELY FROM A SPECIAL SOURCE THAT DOES NOT INCLUDE REVENUES FROM ANY TAX OR LICENSE, AND ARE NOT A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE

COUNTY.

Section 3.03. Multi-County Park Designation. The County hereby represents and acknowledges that the property comprising the Land as of the original execution and delivery of the Incentive Agreement is located within the boundaries of the Multi-County Park. The County agrees to use reasonable efforts to designate the Project as part of a Multi-County Park, if not already so designated, and agrees to use its reasonable efforts to maintain the Project within the boundaries of the Multi-County Park for the duration of this Agreement pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution. The County hereby further agrees to take such further actions as may be reasonably necessary and prudent to effect any such initial or continued Multi-County Park designation under and pursuant to the Multi-County Park Agreement.

Section 3.04. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company and each other Co-Investor the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then at the request and expense of the Company, the County agrees to use its reasonable efforts to take such action as may be reasonably necessary and prudent, to extend to the Company and each other Co-Investor the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and the Special Source Credits and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Co-Investor pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, the terms of which shall be mutually agreeable to the County and the Company. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT payments be reformed so as to best afford the Company and each other Co-Investor benefits commensurate with, but not in excess of, those intended under this Agreement, including, but not limited to, the Special Source Credits, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law.

ARTICLE IV

COVENANTS OF COMPANY

Section 4.01. Investment in Project.

(a) The Company hereby agrees to acquire, construct, equip, or improve or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2026.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in Negotiated FILOT Property and job creation in the County at the Project by any and all other permitted Co-Investors shall together with investment in Negotiated FILOT Property and job creation in the County at the Project by the Company, count to the full extent permitted by the Negotiated FILOT Act, the Enhanced Investment FILOT Minimum Requirement, the Minimum Special Source Credits Jobs Requirement, and the Standard FILOT Minimum Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and each other Co-Investor filed with respect to the Project, including without limitation, each such entity's assets listed on a SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

(c) Subject to the provision of **Sections 4.05 and 6.01** hereof, the Company and each other Co-Investor shall, retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and the Company and each other Co-Investor shall have full right to mortgage, lease, or encumber all or any portion of the Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

(d) The Company and each other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company, or such other Co-Investor, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 5.01(f)(ii)** hereof, in any instance when the Company or any other Co-Investor, in its discretion, determines any property included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such property from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Company and each other Co-Investor may, at any time and in its discretion by written notice to the County, remove any Project property including, but not limited to, Negotiated FILOT Property, real or personal, from the Project or from the provisions of this Agreement including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, whether or not such property remains as part of the Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such return shall be deemed to be effective as of the date of such removal.

(iv) If the Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from the Project while retaining such property for use as part of its operations in the County, all as permitted herein, the Company or such Co-Investor shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to

Exhibit A reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County or the Council; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act, and in such event, any such addition, disposal, or removal reflected by any such return, shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. Failure to Satisfy Minimum Special Source Credit Requirements. If the Company does not satisfy at least 50% of the Minimum Special Source Credits Jobs Requirement and the Minimum Contract Investment Requirement by the end of the Enhanced Investment FILOT Compliance Period, without extension, then the Company shall not be entitled to receive the Special Source Credit and shall repay all Special Source Credits received by the Company. If the Company does not meet either the Minimum Special Source Credits Jobs Requirement or the Minimum Contract Investment Requirement by the end of the Enhanced Investment FILOT Compliance Period, without extension, but satisfies at least 50% of the Minimum Special Source Credits Jobs Requirement and the Minimum Contract Investment Requirement, then the Company (i) shall repay the Repayment Amount, as calculated below, if any, and (ii) if a Repayment Amount is due, the percentage of any future Special Source Credit shall be reduced by a percentage equal to the amount multiplied against the Aggregate SSRC previously received when calculating the Repayment Amount. The Repayment Amount is calculated as follows:

Aggregate SSRC previously received *

$((1 - (\text{Actual Investment} / \text{Minimum Contract Investment Requirement})) + (1 - (\text{Actual Jobs} / \text{Minimum Special Source Credits Jobs Requirement}))) / 2$

= "Repayment Amount"

For example, if the Company has claimed an aggregate of \$500,000 in Special Source Credits during the applicable credit period but does not meet the Minimum Special Source Credits Jobs Requirement or the Minimum Contract Investment Requirement by the end of the Enhanced Investment Period, but instead only makes an investment of \$294,300,000 and creates 162 new, full-time equivalent jobs by the end of the Enhanced Investment FILOT Compliance Period, then the Company would be required to repay to the County approximately \$25,000, calculated as follows:

$$294,300,000 / 327,000,000 = 0.90$$

$$1 - 0.90 = 0.10$$

$$162 / 162 = 1.0$$

$$1 - 1.0 = 0.0$$

$$= 0.10 + 0.0 = 0.10 / 2 = 0.05$$

$$500,000 * 0.05$$

In addition, the Special Source Credit for any remaining years would be reduced by 5.0%.

For purpose of performing the calculation described above, any job creation above the Minimum Special Source Credits Jobs Requirement or investment above the Minimum Contract Investment Requirement, as applicable, shall be taken into account to the extent the applicable increase does not exceed 10% of the applicable requirement. For example, if the Company has claimed an aggregate of \$500,000 in Special Source Credits during the applicable credit period but does not meet the Minimum Contract Investment Requirement by the end of the Enhanced Investment FILOT Compliance Period, but instead only makes an investment of \$294,300,000 and creates 178 new, full-time equivalent jobs by the end of the Enhanced Investment FILOT Compliance Period, then the Company would be required to repay to the County approximately \$308.75, calculated as follows:

$$294,300,000 / 327,000,000 = 0.90$$

$$1 - .90 = 0.10$$

$$178 / 162 = 1.098765$$

$$1 - 1.098765 = (0.098765)$$

$$= 0.10 + (0.098765) = 0.001235 / 2 = 0.0006175.$$

$$500,000 * 0.0006175$$

In addition, the Special Source Credit for any remaining years would be reduced by 0.061750%, provided, however, in no event shall the County be required to provide any additional Special Source Credit for investment and/or job creation above the Minimum Contract Investment Requirement or the Minimum Special Source Credits Jobs Requirement.

Any payment made under this Section 4.02, shall be due no more than 15 days after the date after which ad valorem taxes become delinquent and shall be treated as a FILOT Payment under this Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the FILOT Act.

Section 4.03. Payment of Administration Expenses. The Company or any other Co-Investor will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions, with respect to the Company or such other Co-Investor, respectively, promptly upon written request therefor, but in no event later than 90 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and, aside from the attorneys' fees set forth below, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties understand that the County has incurred, and will incur, legal fees and other expenses for review of the Inducement Resolution, this Agreement, the Multi-County Park Agreement and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$7,500.

Section 4.04. Use of Project for Lawful Activities. During the Term of this Agreement, the Company and each other Co-Investor may use the Project as it deems fit for any lawful purpose.

Section 4.05. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed; and

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this **Section 4.05**, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 4.05**.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company or any Co-Investor with the Transfer Provisions.

Section 4.06. Records and Reports. The Company and each other Co-Investor will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company and any other Sponsor or Sponsor Affiliate that support the Negotiated FILOT returns of the Company or such other Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by the Company or such other Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(b) Each year during the Term hereof, the Company and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor, and the County Treasurer a copy of any form or return it files with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company and each other Co-Investor may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Co-Investor believes contains proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company or any such other Co-Investor with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law. Except to the extent required by law, unless the County has provided at least ten (10) days advance written notice to the Company or such other Co-Investor of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by the Company or any other Co-Investor in connection with the Project, whether or not such information has been designated as confidential or proprietary by the Company or any other Co-Investor.

Section 4.07. Funding for Special Source Improvements. The Company and each other Co-Investor shall provide, or cause the provision of, funding for the Special Source Improvements related to its respective portion of the Project.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of Ad Valorem Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this **Section 5.01**, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2025. If the Company designates any other Sponsor or Sponsor Affiliates, as the same shall have been consented to by the County, if such consent is required pursuant to **Section 6.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such additional Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments due hereunder with respect to such Sponsor or Sponsor Affiliate's respective portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments due with respect to such Negotiated FILOT Property.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of forty (40) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of forty (40) years.

(ii) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 4%; (2) a fixed millage rate of 488.4 mills; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that the Company or any other Sponsor or Sponsor Affiliate and the County may agree, only in a writing approved by the Council, at a later date to amend this Agreement as to Negotiated FILOT property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company or any other

Sponsor or Sponsor Affiliate shall not be entitled to extraordinary obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.

(iv) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) To the extent not prohibited by the Department of Revenue, Negotiated FILOT Payments are to be recalculated (subject, always to the continuing requirements of **Section 5.01(f)**, hereof):

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(d)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(d)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes, or to the FILOT payments pursuant to the Multi-County Park Act, as the case may be, which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof applicable to the Released Property

(ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the

Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes, or from FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes, or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the Enhanced Investment FILOT Minimum Requirement is not satisfied by the end of the Enhanced Investment FILOT Compliance Period, but the Standard FILOT Minimum Requirement is nevertheless satisfied by the end of the Standard FILOT Compliance Period, then the Project shall continue to be eligible for Negotiated FILOT Payments as set forth in **Section 5.01** hereof, but such Negotiated FILOT Payments shall be determined with an applicable assessment ratio of 6%, retroactively and prospectively. In such event, and subject to the provisions of **Section 3.02(a)** hereof, the Company and each Sponsor or Sponsor Affiliate, as the case may be, with respect to its portion of Negotiated FILOT Property, shall be required to remit the Retroactive FILOT Payment.

(ii) In the event that the Enhanced Investment FILOT Minimum Requirement is not satisfied by the end of the Enhanced Investment FILOT Compliance Period and the Standard FILOT Minimum Requirement is not satisfied by the end of the Standard FILOT Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the aggregate investment in the Project does not exceed \$5,000,000 by the end of the Standard FILOT Compliance Period and any Sponsor or Sponsor Affiliate does not satisfy the Standard FILOT Minimum Requirement solely through its own direct investment in the Project, then the Negotiated FILOT Payments with respect to that portion of the Project owned by such

Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Project. To the extent necessary to collect a Deficiency Payment under this clause (ii) due to failure to satisfy the Standard FILOT Minimum Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(iii) In the event that the Enhanced Investment FILOT Minimum Requirement is satisfied by the end of the Enhanced Investment FILOT Compliance Period, but following the Enhanced Investment FILOT Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the lowest investment level set forth in the Enhanced Investment FILOT Minimum Requirement by which the Project has qualified as an "enhanced investment" pursuant to Section 12-44-30(7) of the Negotiated FILOT Act, so long as investment in the Project, without regard to depreciation, reassessment, or other diminution in value, maintains the investment level set forth in the Standard FILOT Minimum Requirement, then the Project shall continue to be eligible for Negotiated FILOT Payments set forth in **Section 5.01** hereof, but such Negotiated FILOT Payments shall be determined with an applicable assessment ratio of 6%, prospectively, commencing with any Negotiated FILOT Payments due with respect to the first Property Tax Year following the Property Tax Year in which such deficiency occurs. In the event that the Enhanced Investment FILOT Minimum Requirement is not satisfied by the end of the Enhanced Investment FILOT Compliance Period, but the Project nevertheless continues to be eligible for Negotiated FILOT Payments pursuant to **Section 5.01** hereof, if following the Standard FILOT Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Standard FILOT Minimum Requirement, then the Project shall prospectively be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act commencing with any Negotiated FILOT Payments due with respect to Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

(iv) In accordance with the provisions of **Sections 4.01(b)** and **6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Co-Investor at the Land, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with the Company or any other Co-Investor, which qualify as Negotiated FILOT Property shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within 60 days following receipt by the Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

The Company acknowledges that (i) the calculation of the annual Negotiated FILOT Payment due hereunder is a function of the Department of Revenue and is wholly dependent on the parties intended to receive benefits under this Agreement timely submitting the correct annual property tax returns to the Department of Revenue, (ii) the County has no responsibility for the submission of returns or the calculation of the annual Negotiated FILOT Payment, and (iii) failure by any party to timely submit the correct annual property tax return could lead to loss of all or a portion of the Negotiated FILOT benefits and other

incentives provided by this Agreement.

Section 5.02. Statutory Lien. The parties acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that, to the extent permitted by the Act, the Company and each other Co-Investor may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any other Co-Investor or operates such assets for the Company or any other Co-Investor or is leasing all or a portion of the Project in question from the Company or any other Co-Investor. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Company or such other Co-Investor under this Agreement, including, without limitation, the benefits of the Negotiated FILOT and the Special Source Credits, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved upon written approval of the County, which approval may take the form of a resolution or ordinance of the Council.

Subject to County consent when required under this **Section 6.01**, and at the expense of the Company or any such other Co-Investor, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or any other Co-Investor under this Agreement and/or any release of the Company or any other Co-Investor pursuant to this **Section 6.01**.

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company or any such Co-Investor with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Agreement, provided that, each Sponsor Affiliate must agree to be bound by the terms of this Agreement, as evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in a form substantially similar to that attached to this Agreement, as Exhibit B, subject to any reasonable changes not materially adverse to the County, and must be approved by resolution of the Council. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within 90 days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement and ending at midnight on the latest of (i) the day the last Negotiated FILOT Payment is made hereunder, or (ii) the day that all Special Source Credits due from the County hereunder have been fully provided by the County.

Section 7.02. Termination. In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes, or to FILOT payments under the Multi-County Park Act, as the case may be, from the date of termination. Notwithstanding the reason for termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an "Event of Default," or collectively "Events of Default") shall constitute an Event of Default by the Company, any Co-Investor, or the County ("Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

(a) if the Company shall fail to make any Negotiated FILOT Payments, which default shall not have been cured within 60 days following receipt of written notice of such default from the County;

(b) if the Company or the County shall fail to observe, perform, or comply with any of the covenants, conditions, or terms hereof, other than those referred to in the foregoing **paragraph (a)**, and such default shall continue for 60 days after the party shall have given the Defaulting Entity written notice of such default; provided however, (i) the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; (ii) that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default; and (iii) if by reason of "force majeure" as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition, or terms or if it takes longer than 60 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "force majeure" as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions,

confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy;

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

(d) Failure by the Company or any Sponsor or Sponsor Affiliate to maintain the individual and/or aggregate minimum investment as described in the Act;

(e) if a Cessation of Operations occurs after the Enhanced Investment FILOT Compliance Period. For purposes of this Section, "ceases operations" means closure of the facility comprising the Project or the cessation of production and shipment of products for a continuous period of twelve months; or

(f) Failure by the Company to comply with any other provisions of the Act.

Notwithstanding anything herein to the contrary, failure to meet any investment or job creation requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement but may terminate certain benefits hereunder or obligate the Company or other Co-Investors, as the case may be, to make certain additional payments to the County, all as set forth in **Section 4.02** and **Section 5.01(f)** hereof.

Section 8.02. Remedies on Event of Default. Upon the occurrence of any Event of Default, the following remedies may be exercised by the County:

(a) terminate this Agreement by delivery of written notice to the Defaulting Entity not less than 30 days prior to the termination date specified therein (which, for a failure to make any Negotiated FILOT Payment, may be the 60th day following notice of default as described in Section 8.01(a), above);

(b) have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.06** hereof;

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Co-Investor should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company and any other Co-Investor may take whatever action at law or in

equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

Section 8.05. 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 IX

MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Co-Investor hereof, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company, which consent may be provided by the Company in its sole discretion.

Section 9.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) if to the County:

Chester County
Attn.: County Administrator
PO Box 580
Chester, South Carolina 29706
Phone: (803) 436-2102

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

Joanie Winters, Esquire
Chester County Attorney
105 Main Street
Chester, South Carolina 29703
Phone: (803) 581-8190

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

Michael E. Kozlarek, Esquire
King Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602-0565

(d) As to the Company:

John Anhang
IKO Glass Fiber, Inc. & IKO Mat Tech Inc.
6 Denny Road, Suite 200
Wilmington, DE 19809
Phone: 416-781-5545 x-5909

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

John F. Wall IV, Esq.
Burr & Forman LLP
1221 Main Street, Suite 1800
Columbia, South Carolina 29201
Phone: (803) 753-3206

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 9.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement

to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 9.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. The parties intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 9.12. 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 Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all 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 evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

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

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

Section 9.13. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of the Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity

Section 9.14. Limitation of Liability. The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

CHESTER COUNTY, SOUTH CAROLINA

By: 
Joe Branham
Chairman, County Council

[SEAL]

Attest:


Karen Lee
Clerk to County Council

IKO GLASS FIBER INC.

By: 
Name: David Koschitzky
Its: President

IKO MAT TECH INC.

By: 
Name: David Koschitzky
Its: President

EXHIBIT A
LAND DESCRIPTION

PARCEL 1

All that certain piece, parcel or tract of land, lying and being situate in the County of Chester, State of South Carolina, about four (4) miles east of the City of Chester, on the eastern side of Highway S-12-186, known as Cedarhurst Road, and being shown as Tract "C" containing 38.111 acres, more or less, on a plat of survey for Albert Drane Oliphant, Jr. by Hipp Land Surveying, Inc. dated September 26, 2000, which plat is recorded in Plat Cabinet C at Slide 194, Page 4, and having such courses and distances, metes and bounds, as are shown on the said plat, which plat is incorporated herein by reference.

Tax Map No. 097-00-00-067-000

PARCEL 2

All that certain piece, parcel or tract of land, lying, being and situated in the County of Chester, State of South Carolina, located approximately eight (8) miles East of the City of Chester, containing 44.57 acres, more or less, as shown on that plat of property of the Lancaster and Chester Railway Company prepared by R. H. Iseley and J. C. Crumpler, dated February 2, 1984, recorded in Plat Cabinet 'B' at Slide 39C&D. For a more particular description of the dimensions, metes and bounds of the premises herein conveyed reference is craved to the above-mentioned plat which is incorporated herein as a part of this description. Special reference is also craved to a one-foot strip of land retained by Lancaster and Chester Railway Company between the property herein conveyed and property of Boise Cascade Corporation as shown on the above referenced plat. Being the same property conveyed to Electric Glass Fiber America LLC f/k/a a PPG Industries Fiber Glass Products, Inc., a Delaware limited liability company, by virtue of Limited Warranty Deed from PPG Industries Securities, LLC, a Delaware limited liability company, dated May 3, 2017, recorded May 10, 2017, in Volume 1206, Page 128, Chester County, South Carolina, as amended by Affidavit Relating to Title dated April 17, 2018, recorded June 13, 2018, in Volume 1243, Page 198, aforesaid records.

Tax Map No. 098-00-00-076-000

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee in Lieu of Tax and Incentive Agreement effective February 21, 2023 ("Agreement"), by and among Chester County, South Carolina ("County"); IKO Glass Fiber Inc.; and IKO Mat Tech Inc. (collectively, "Company").

1. Joinder to 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 Agreement; (b) acknowledges and agrees that (i) in accordance the 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 Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the 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 Agreement.

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

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

4. Notice. Notices under Section 9.03 of the 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.

[JOINING COMPANY]

Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Agreement effective as of the date set forth above.

IKO GLASS FIBER INC.,
a Delaware corporation

Signature: _____

Name: _____

Title: _____

**IKO Mat Tech Inc.,
a Delaware corporation**

Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity as a Sponsor Affiliate under the Agreement effective as of the date set forth above.

CHESTER COUNTY, SOUTH CAROLINA

Signature: _____

Name: _____

Title: _____

AA

EXHIBIT C

FORM OF ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION

ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION

I _____, the _____ of IKO Glass Fiber Inc. ("IGF"), do hereby certify in connection and in compliance with Section 3.02(d) of the Fee in Lieu of Tax and Incentive Agreement, effective February 21, 2023 ("Agreement"), by and among Chester County, South Carolina ("County"); IGF; and IKO Mat Tech Inc. ("IMT," with IGF, collectively, "Company") ("Agreement"), and South Carolina Code Annotated Sections 4-1-175 and 12-44-70, as follows:

(1) As of the date hereof, the aggregate amount of investment in qualifying infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$_____.

(2) The Special Source Credit for the _____ tax year is calculated as follows:

	IGF	IMT
Tax Bill	\$[•]	\$[•]
Special Source Credit Percentage	[•]%	[•]%
Special Source Credit	\$[•]	\$[•]

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

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

Name: _____
Its: _____

EXHIBIT B
SUBSTANTIALLY FINAL FORM
OF
FIRST AMENDMENT
TO
FEE-IN-LIEU OF TAX AND INCENTIVE AGREEMENT

FIRST AMENDMENT
TO
FEE-IN-LIEU OF TAX AND INCENTIVE AGREEMENT

This **FIRST MENDMENT TO FEE-IN-LIEU OF TAX AND INCENTIVE AGREEMENT** ("First Amendment"), dated [] [], 2025, is by and among **CHESTER COUNTY, SOUTH CAROLINA** ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Chester County Council ("County Council") as the governing body of the County, **IKO Glass Fiber Inc.**, a corporation organized and existing under the laws of the State of Delaware, and authorized to conduct business in the State of South Carolina ("IKO Glass"), and **IKO Mat Tech Inc.**, a corporation organized and existing under the laws of the State of Delaware, and authorized to conduct business in the State of South Carolina ("IKO Tech," with IKO Glass, collectively, "Company").

WHEREAS, on February 21, 2023, the County enacted Ordinance No. 2023-1, related to Project Phoenix22 ("Original Ordinance");

WHEREAS, the County and the Company entered a Fee-in-Lieu of Tax and Incentive Agreement, dated as of February 21, 2023 ("Original Agreement");

WHEREAS, each capitalized term used, but not defined in this First Amendment, has the meaning ascribed to that term, as applicable, in the Original Ordinance or the Original Agreement;

WHEREAS, pursuant to the Original Agreement, the Company anticipated investing approximately \$363,300,000 and creating, or causing to be created, approximately 180 new, full-time equivalent, jobs, and committed to investing no less than 327,000,000, and creating, or causing to be created, no less than 162 new, full-time equivalent, jobs, all at the Project;

WHEREAS, pursuant to the Original Agreement, in addition to other incentives and other consideration, the County agreed to provide certain special source revenue credits to the Company in exchange for certain performance measures in favor of the County;

WHEREAS, the Company has represented to the County that the Company now expects to invest no less than \$500,000,000 and create, or cause to be created, no less than 200 new, full-time equivalent, jobs, all at the Project; and

WHEREAS, to encourage the Company to make such additional investment and create, or cause to be created, such additional new, full-time equivalent, jobs, the County and the Company intend to agree to amend the Original Agreement to provide for certain amended incentives and to provide for certain amended performance measures, all as provided in this First Amendment;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Company hereby agree as follows:

Section 1. Amendment to Recitals. The Original Agreement is amended, in the second "WHEREAS" recital, by striking "\$363,000,000" and replacing it with "\$500,000,000" and, further, by striking "180" and replacing it with "200."

Section 2. Amendment to Definitions. The Original Agreement is amended, in Section 1.01, in the definition of "Minimum Contractual Investment Requirement" by striking "\$327,000,000" and replacing it with

“\$500,000,000” and, further, in the definition of “Minimum Special Source Credits Job Requirement” by striking “162” and replacing it with “200.”

Section 3. Amendment to Special Source Credits. The Original Agreement is amended, in Section 3.02 (Special Source Credits), by striking all of subitem (a) and replacing subitem (a) with the following:

(a) As reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act, the County hereby agrees that the Company and each other Co-Investor (each, a “Credit Eligible Entity”) shall be entitled to receive, and the County shall provide, subject to Section 4.02, Special Source Credits against each FILOT Payment due from each such Credit Eligible Entity with respect to the Project for a period of ten (10) consecutive tax years, commencing with the tax year for which the initial Negotiated FILOT payment is due with respect to the Project, in an annual amount equal to fifty-five percent (55%) of each such year’s FILOT Payments for years one (1) through ten (10). The Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project by the Company and all other Credit Eligible Entities. In no event shall the aggregate amount of any annual Special Source Credits available to the Company and/or all Sponsor Affiliates exceed the amount of the then-current, annual FILOT Payment.

Section 4. Amendment to Satisfy to Meet Certain Requirements. The Original Agreement is amended, in Section 4.02 (Failure to Satisfy Minimum Special Source Credit Requirements), by striking all after the subheading of Section 4.02 and inserting therein the following:

If the Company does not meet either the Minimum Special Source Credits Jobs Requirement or the Minimum Contract Investment Requirement by the end of the Compliance Period, without extension, then (a) this Section 4.02 shall automatically, without further action of either party, revert to Section 4.02 as contained in the Original Agreement (prior to this First Amendment) as if such Section 4.02 had never been amended and such reversion shall be effective retroactively to and after February 21, 2023 (“Original Section 4.02”), and (b) in addition to any, if any, “Repayment Amount” due under the Original Section 4.02, the Company shall repay to the County 100% of the difference between a Special Source Credit of FILOT Payments for each year six through 10, calculated using 25% in place of 55% for years six through 10.

Any payment made under this Section 4.02, shall be due no more than 15 days after the date after which ad valorem taxes become delinquent and shall be treated as a FILOT Payment under this Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the FILOT Act.

Section 5. Amendment to Administrative Fees. The Original Agreement is amended, in Section 4.03 (Payment of Administration Expenses), by striking “7,500” and replacing it with “12,500.”

Section 6. Confirmation and Continuation of Original Agreement. Except as amended by this First Amendment, the Original Agreement otherwise remains in full force and effect and is deemed to include the amendments made by this First Amendment.

Section 7. Multiple Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, **CHESTER COUNTY, SOUTH CAROLINA, IKO GLASS FIBER INC.**, and **IKO MAT TECH INC.**, each pursuant to due authority, have duly executed this First Amendment to Fee-in-Lieu of Tax and Incentive Agreement, all as of the date first above written.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson
Chairman, County Council

[SEAL]

Attest:

Kristie Donaldson
Clerk to County Council

IKO GLASS FIBER INC.

By: _____
Name: _____
Its: _____

IKO MAT TECH INC.

By: _____
Name: _____
Its: _____

CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2025-13

APPROVING THE EXECUTION AND DELIVERY OF A PROJECT AGREEMENT BETWEEN THE COUNTY AND PROJECT EUREKA MILLS; AND PROVIDING FOR OTHER RELATED MATTERS.

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

WHEREAS, a project known to Chester County, South Carolina (“County”) as Project Eureka Mills, which is to be developed by Eureka Mill JMC Partners LLC, or one or more affiliated or related entities (collectively, “Developer”), which owns, or intends to purchase, real property in the County at one or more parcels as more fully described on the attached Exhibit A, which is attached to this Ordinance and incorporated herein by reference (“Property”);

WHEREAS, on Property, Developer intends to design and construct an attainable housing development, as more fully described on the attached Exhibit B, which is attached to this Ordinance and incorporated herein by reference (collectively “Development”), which includes the refurbishment of a former community softball field;

WHEREAS, the County intends to assist with Development by providing Developer with development grant funds; and

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

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

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

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

Section 3. *Additional Provisions.*

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

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

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

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

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

[SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson, Chair
Chester County Council

[SEAL]

Attest:

Kristie Donaldson
Clerk to County Council

First Reading:	June 23, 2025
Public Hearing:	July 21, 2025
Second Reading:	July 21, 2025
Third Reading:	August 18, 2025

EXHIBIT A
DESCRIPTION OF PROPERTY

Tax Map Number 079-01-08-004-000 (Lot 1)

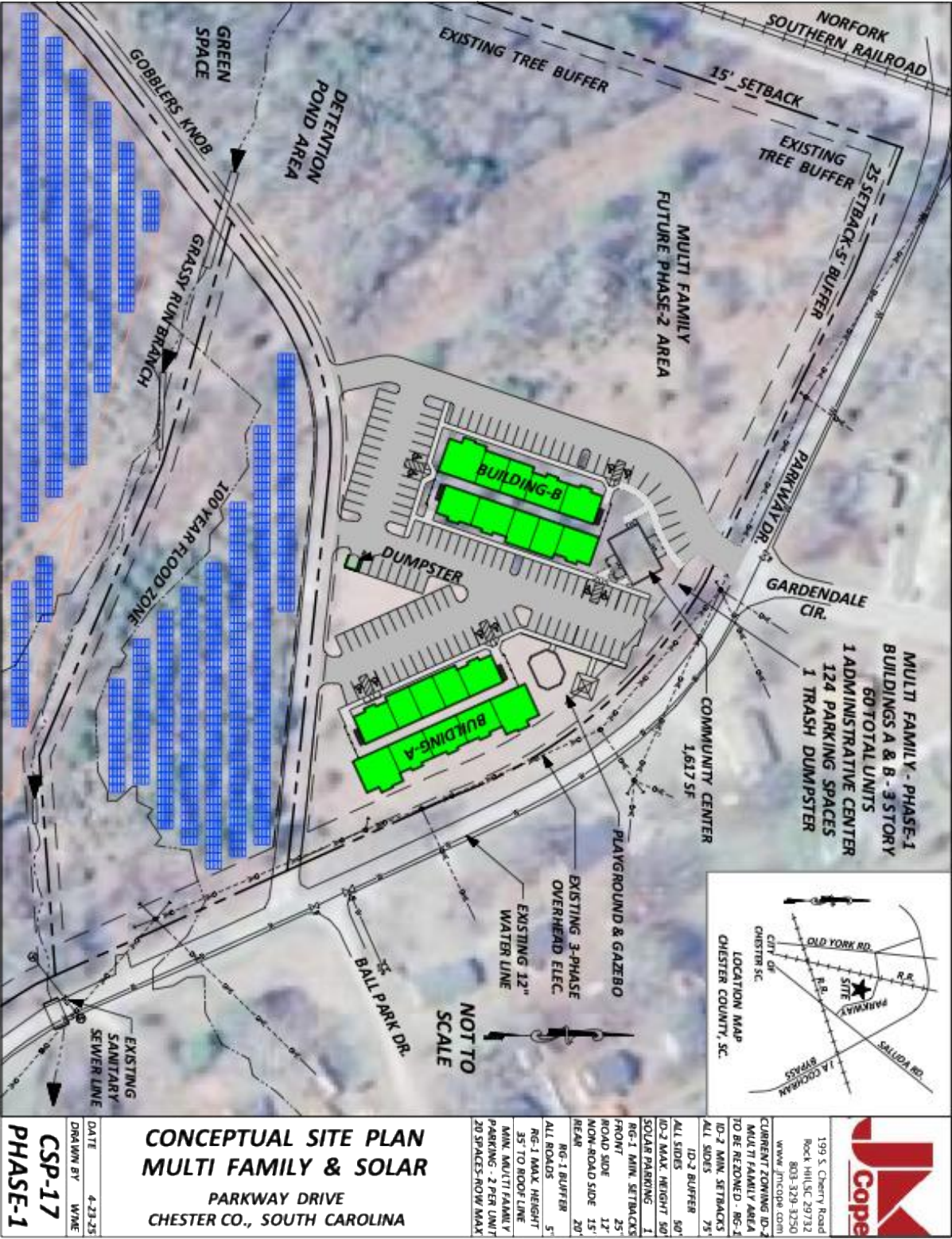
Tax Map Number 079-01-08-005-000 (Lot 2)

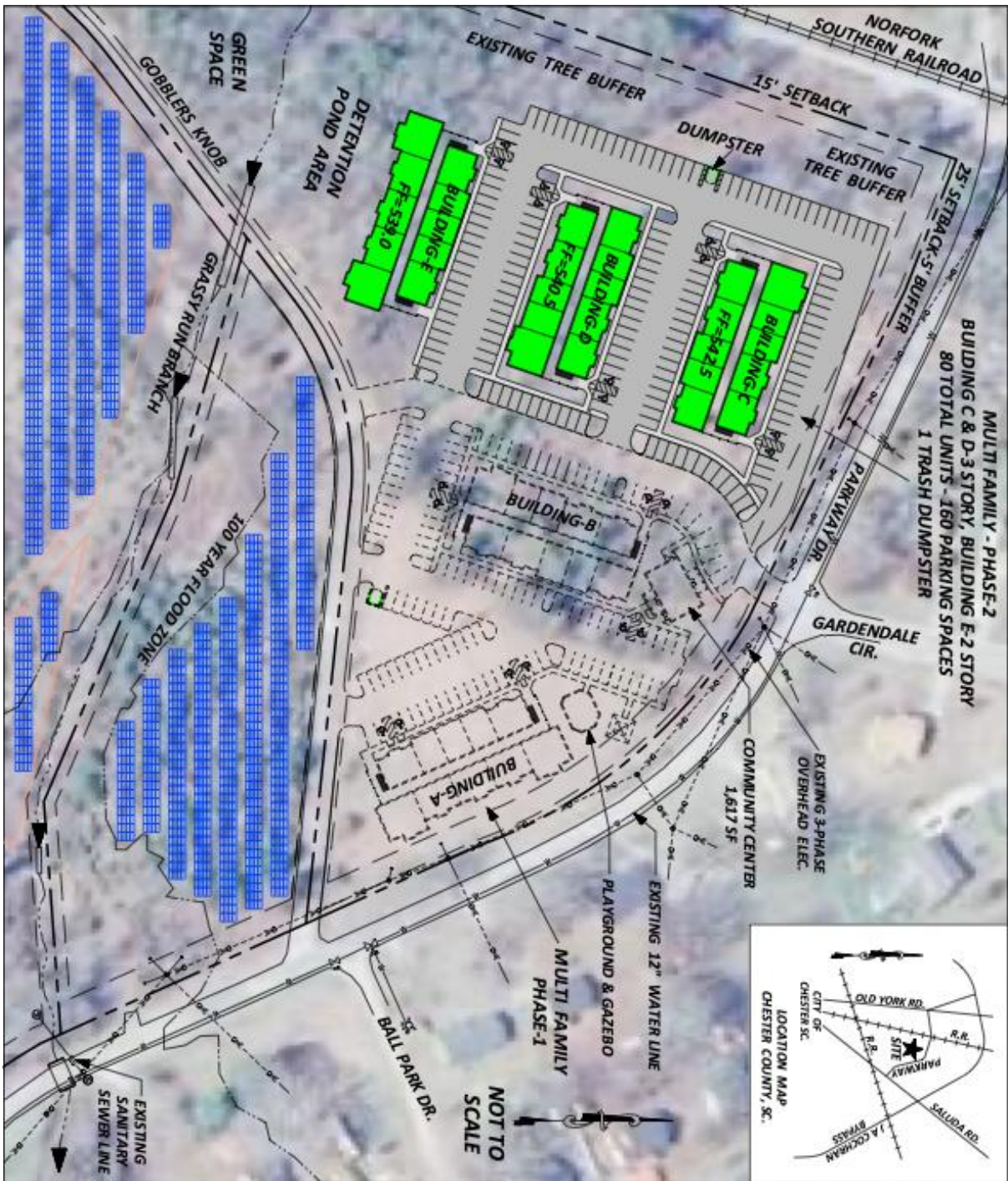
Tax Map Number 079-01-08-001-000, portion of (Lot 3)

Tax Map Number 079-01-09-001-000 (Lot 4)

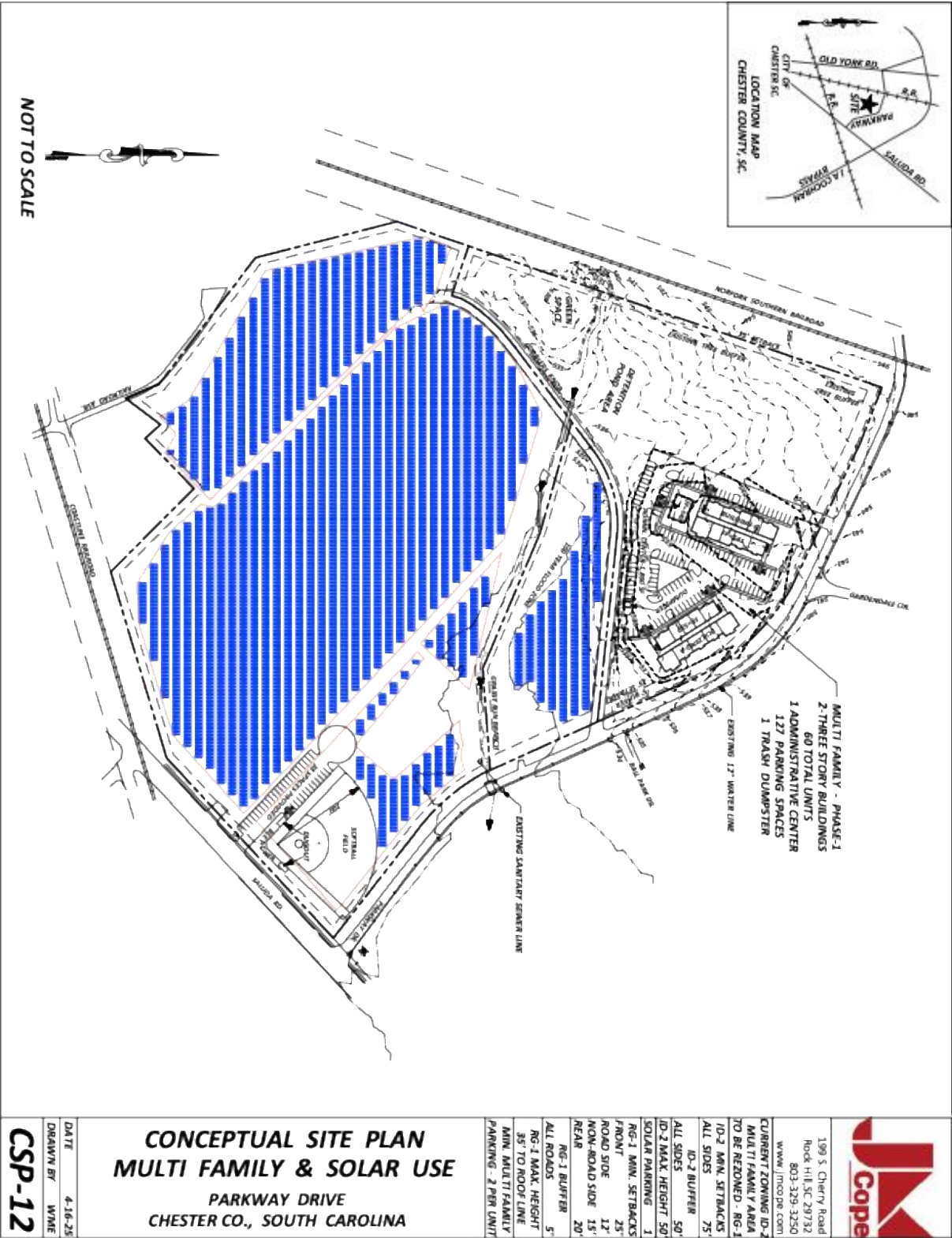
EXHIBIT B
DESCRIPTION OF DEVELOPMENT

[Develop parcels, including the old mill site and those adjacent to it, for multi-family residential, solar project to provide power generation for the multi-family residential project, and provide for the refurbishment of an old community softball field with clean up and rough grading.]





	199 S. Cherry Road Rock Hill, SC 29733 803-329-3250 www.jmcope.com	CURRENT ZONING ID-2 MULTI-FAMILY AREA TO BE REZONED - RG-1 ID-2 MIN. SETBACKS ALL SIDES 75'	ID-2 BUFFER ALL SIDES 50'	ID-2 MAX. HEIGHT 30' SOLAR PARKING 1	RG-1 MIN. SETBACKS FRONT 25' ROAD SIDE 12' NON-ROAD SIDE 15' REAR 20'	RG-1 BUFFER ALL ROADS 5'	RG-1 MAX. HEIGHT 35' TO ROOF LINE	MIN. MULTI-FAMILY PARKING - 2 PER UNIT 20 SPACES-ROW MAX	CONCEPTUAL SITE PLAN MULTI FAMILY & SOLAR PARKWAY DRIVE CHESTER CO., SOUTH CAROLINA	DATE 4-23-25 DRAWN BY WME	CSP-17 PHASE-2
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109 S. Cherry Road
Rock Hill, SC 29732
803-329-3250
www.jmcope.com

**CONCEPTUAL SITE PLAN
MULTI FAMILY & SOLAR USE**
PARKWAY DRIVE
CHESTER CO., SOUTH CAROLINA

DATE: 4-16-25
DRAWN BY: WME

CSP-12

CURRENT ZONING	ID-2
MULTI FAMILY AREA TO BE REMOVED	RG-1
ID-2 MIN. SETBACKS	75'
ALL SIDES	75'
ID-2 BUFFER	75'
ALL SIDES	50'
ID-2 MAX. HEIGHT	50'
SOLAR PARKING	1
RG-1 MIN. SETBACKS	25'
FRONT	25'
ROAD SIDE	12'
NON-ROAD SIDE	15'
REAR	20'
RG-1 BUFFER	5'
ALL ROADS	5'
RG-1 MAX. HEIGHT	35' TO ROOF LINE
MIN. MULTI FAMILY PARKING	2 PER UNIT

EXHIBIT C
SUBSTANTIALLY FINAL FORM
OF
PROJECT AGREEMENT (PROJECT EUREKA MILLS)

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

)
)
)

PROJECT AGREEMENT

This **PROJECT AGREEMENT** ("Agreement") is made and entered into as of the latest date of execution ("Effective Date") by and between Eureka Mill JMC Partners LLC ("Developer"), whose address for notice is 1339 Ebenezer Road, Rock Hill, South Carolina 29732; and the **Chester County, South Carolina** ("County"), whose address for notice is 1476 J.A. Cochran Bypass, Chester, South Carolina 29796 (Developer and County are referred to individually as a "Party" and collectively as "Parties").

WITNESSETH:

WHEREAS, Developer intends to develop a mixed-use project consisting of multi-family (apartment) housing and solar power generation on approximately [] acres comprised of current Tax Map Numbers 079-01-08-004-000 (Lot 1), 079-01-08-005-000 (Lot 2), 079-01-08-001-000 portion of (Lot 3), and 079-01-09-001-000 (Lot 4) in Chester County, South Carolina (collectively, "Project");

WHEREAS, Tax Map Number 079-01-08-004-000 (Lot 1) was approved for multi-family residential district (RG-1) re-zoning on May 5, 2025, by Chester County Council;

WHEREAS, Tax Map Number 079-01-08-005-000 (Lot 2) have a zoning classification of limited industrial district (ID-2).

WHEREAS, Tax Map Number 079-01-08-001-000 (Lot 3) have a zoning classification of limited industrial district (ID-2);

WHEREAS, the Project consists of (i) up to 144 multi-family (apartment) residential units, (ii) solar power generation to support the multi-family residential project, and (iii) the reconstruction of a community softball field on Lot 4;

WHEREAS, based on information supplied by the Developer, the development of the Project appears to be of public interest to the long-term growth of the County's tax base and the creation of attainable housing and the reconstruction of a community softball field, but will impose strains on County resources;

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

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

1. **Project Plans**. The Parties covenant and agree that Developer's development of the Project shall (a) be in strict conformity with (i) any conditions imposed by the County Council during the (re)zoning of the Project property, and (ii) all land use regulations generally applicable to property in the County, (b) be in general conformity to the plans attached to, and incorporated this Agreement as Exhibit A, and (c) include the reconstruction of the former community softball field located on Lot 4. Nothing contained in this Agreement shall preclude modifications mutually agreed upon by the Parties so long as such modifications are consistent with South Carolina law and County land use regulations.

2. **Developer Commitment to Mitigation Fees**. Developer covenants and agrees that Developers' development of the Project impacts County resources, including but not limited to services, parks, streets, and public safety. Developer hereby commits to mitigate the impact on County resources caused by the Project as follows: \$5,000 per dwelling unit.

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

4. **County's Commitment.** County covenants and agrees that it shall cooperate in good faith with Developer on development of the Project through (i) the site plan and construction approval process, (ii) maintaining and developing County resources to serve the County in a manner as deemed appropriate by County Council, (iii) rebating to the Developer such Mitigation Fees as are paid by the Developer according to paragraph 2, of this Agreement, at the conclusion of the reconstruction of the softball field, and (iv) providing up to \$50,000, if available and in funds and presently held by the County, as and to the extent previously designated for environmental mitigation of the Project.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties hereby set their hands and seals effective as of the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson, Chair, County Council

Date: _____

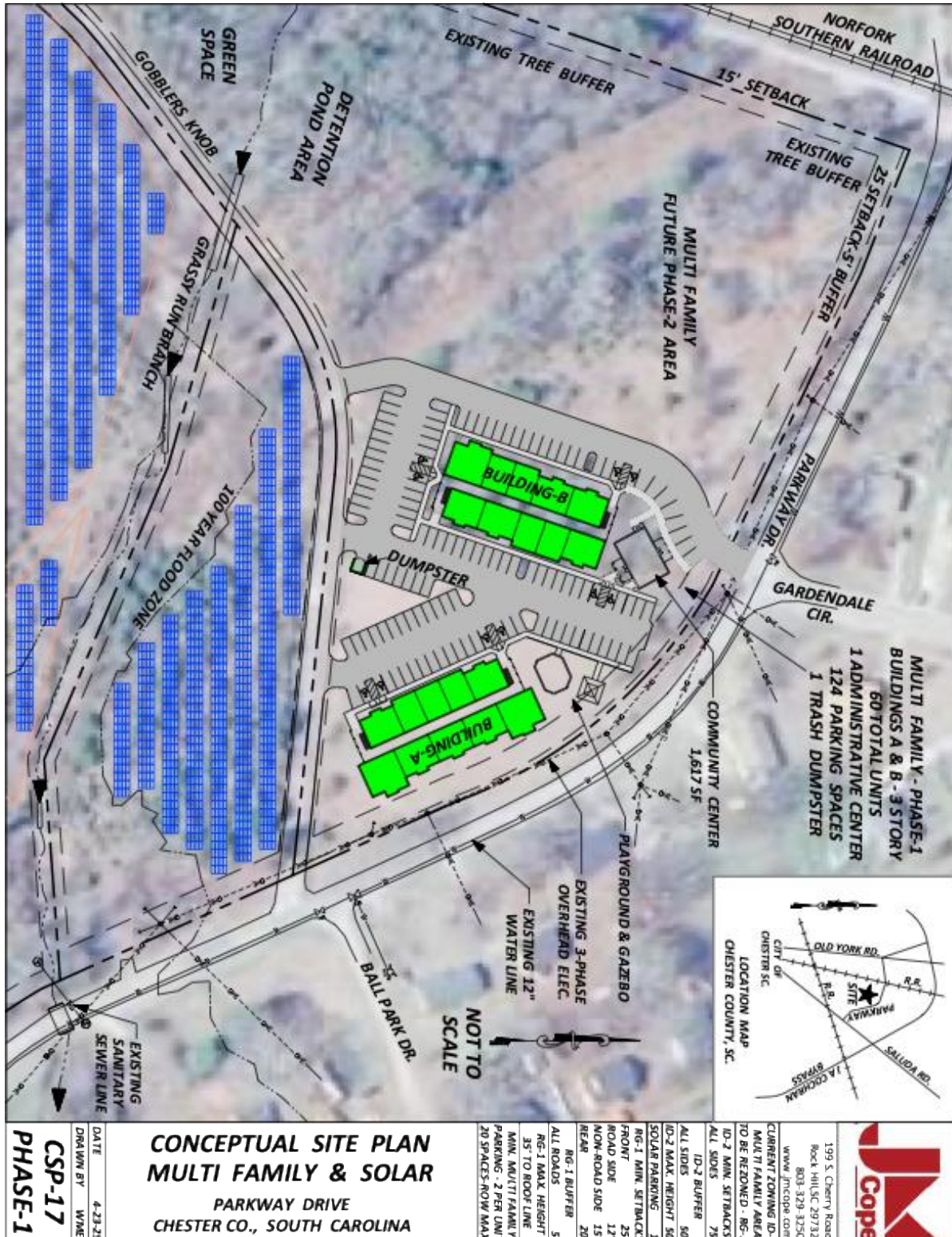
JM COPE INVESTMENTS, LLC

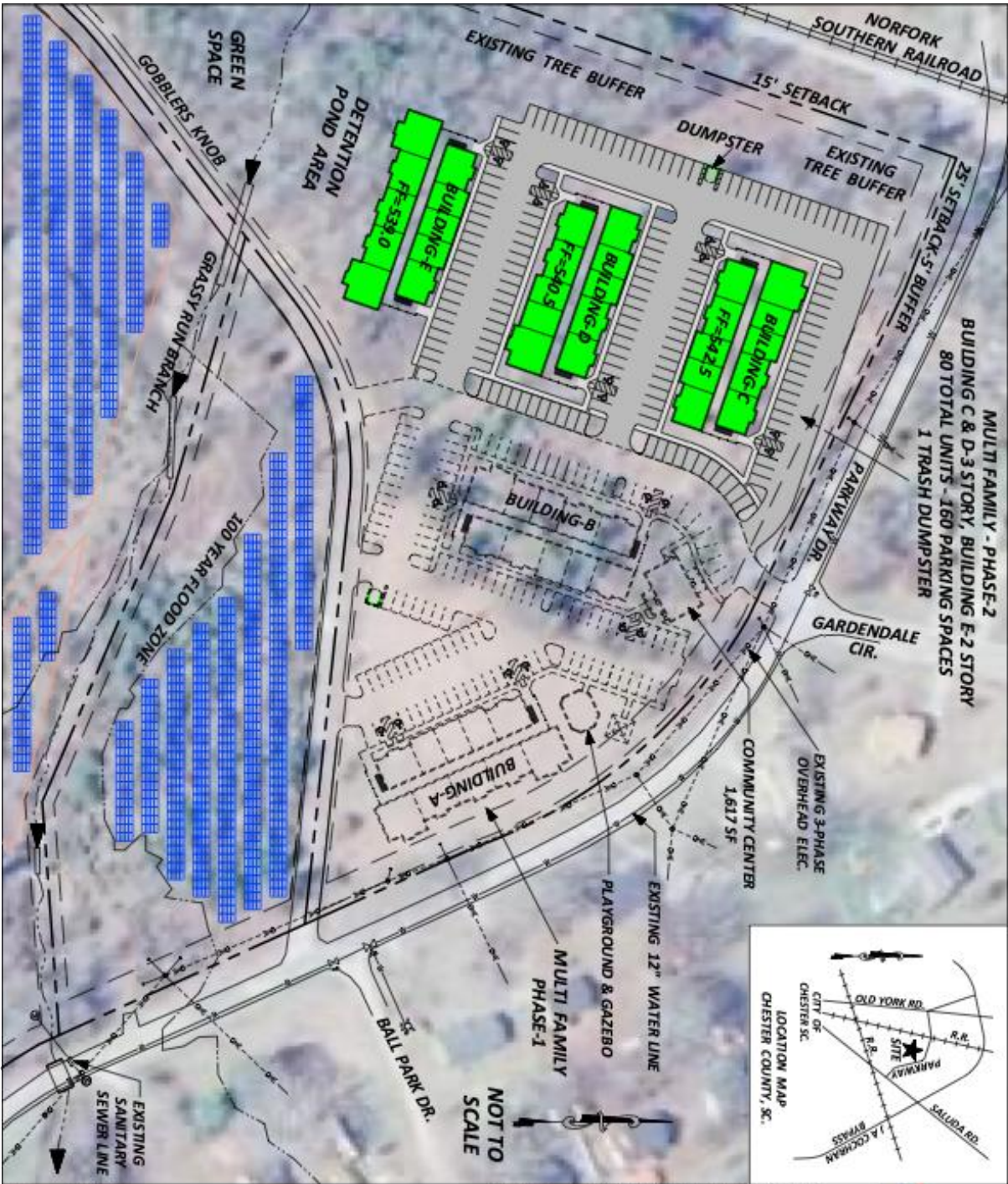
By: _____
Andrew Cope, Member

Date: _____

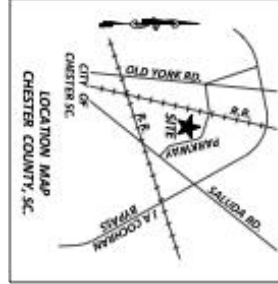
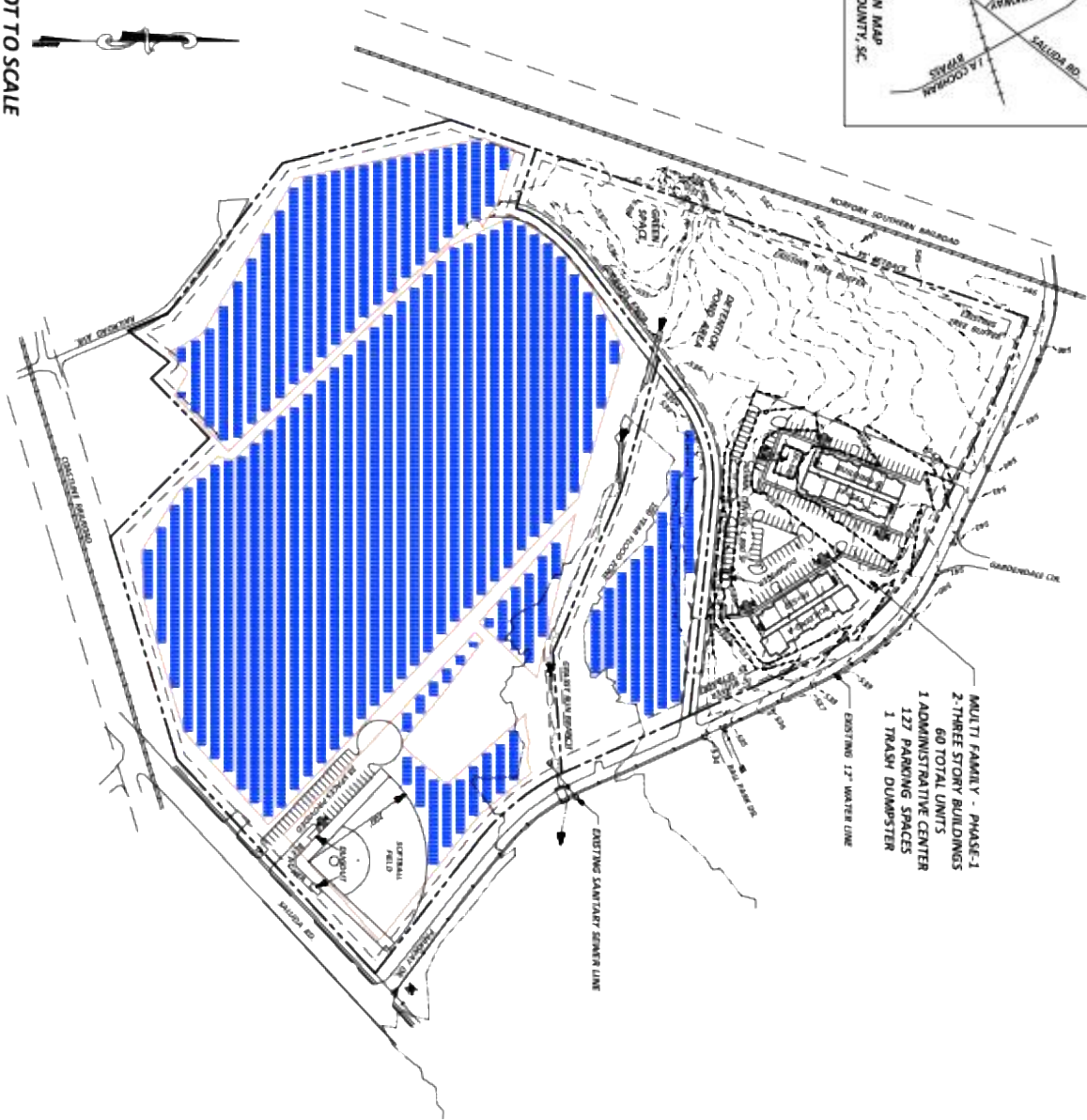
EXHIBIT A
DEVELOPMENT PLANS

Develop parcels, including the old mill site and those adjacent to it, for multi-family residential, solar project to provide power generation for the multi-family residential project, and provide for the reconstruction of an old community softball field with clean up and rough grading.





	199 S. Cherry Road Rock Hill, SC 29733 803-329-3250 www.jmcope.com	CURRENT ZONING ID-2 MULTI FAMILY AREA TO BE REZONED - RG-1	ID-2 MIN. SETBACKS ALL SIDES 75'	ID-2 BUFFER ALL SIDES 50'	ID-2 MAX. HEIGHT 50' SOLAR PARKING 1	RG-1 MIN. SETBACKS FRONT 25' ROAD SIDE 12' NON-ROAD SIDE 15' REAR 20'	RG-1 BUFFER ALL ROADS 5'	RG-1 MAX. HEIGHT 35' TO ROOF LINE MIN. MULTI FAMILY PARKING - 2 PER UNIT 20 SPACES ROW MAX	CONCEPTUAL SITE PLAN MULTI FAMILY & SOLAR PARKWAY DRIVE CHESTER CO., SOUTH CAROLINA	DATE 4-23-25 DRAWN BY WME	CSP-17 PHASE-2
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- MULTI FAMILY - PHASE-1
 2-THREE STORY BUILDINGS
 60 TOTAL UNITS
 1 ADMINISTRATIVE CENTER
 127 PARKING SPACES
 1 TRASH DUMPSTER



199 S. Cherry Road
Rock Hill, SC 29732
803-329-3250
www.jimcoopec.com

www.jmicropc.com

CURRENT ZONING ID:
MULTI FAMILY AREA
TO BE REZONED - RG-1

ALL SIDES	75
-----------	----

ALL SIDES	50
NO 2 MAY WEIGHT CO	

SOLAR PARKING 1

FRONT	25'
ROAD SIDE	12'

FRONT-BOARD SIDE	13
REAR	20

ALL ROADS	5'
-----------	----

35' TO ROOF LINE

PARKING - 2 PER UNIT

**CONCEPTUAL SITE PLAN
MULTI FAMILY & SOLAR USE
PARKWAY DRIVE
CHESTER CO., SOUTH CAROLINA**

DATE 4-16-25

DRAWN BY WME

CSP-12

CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2025-14

THE ADDITION OF DEFINITIONS TO CHAPTER 22 –
ARTICLE I- IN GENERAL, SECTION 22-1; AMENDING
LANGUAGE OF ARTICLE II- NUISANCE ABATEMENT,
SECTION 22-19 TO PROVIDE FOR ADDITIONAL
CONDITIONS THAT RESULT IN A PUBLIC NUISANCE; AND
TO PROVIDE FOR OTHER RELATED MATTERS.

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

WHEREAS, the County previously enacted Chapter 22, Article I- In General, reserving Sections 22-1 through 22-18 of the Code of Ordinances of the County of Chester, South Carolina (“County Code”), which provides for a general information related to Environment; and

WHEREAS, the County also previously enacted Chapter 22, Article II of the County Code, titled “Nuisance Abatement,” Section 22-19-Conditions enumerated, which provides for the details constituting conditions creating a public nuisance.

NOW, THEREFORE, the Council ordains that Chapter 22, Article I, Section 22-1 and Article II, Section 22-19 amending of the County Code, be and is hereby amended, as noted between the “*” by removing all those matters showing a strikethrough in the text and adding all those matters showing an underline in the text as follows:

CHAPTER 22- ENVIRONMENT

ARTICLE I.- IN GENERAL

Sec. 22-1. Definitions.

Definitions for the purpose of this Chapter are hereby defined to mean as follows:

Abandoned building means any building that is both:

- a. Vacant, dangerous and/or in need of repair greater than 50 percent of its fair market value; and
- b. Not occupied by the property owner, family member, renter, lessee or other legal occupant.

Abandoned manufactured home/ mobile home means any manufactured home/mobile home: that is so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin infested that it creates a hazard to the health or safety of the occupants, the persons using the mobile home, or the public.

Code enforcement officer means the person designated by the County as the person responsible for enforcement of the provisions of this Article.

Dwelling means a structure or portion of a structure arranged or designed exclusively for human habitation and includes any outhouses and appurtenances belonging thereto or usually employed therewith.

Junk shall include, but is not limited to, abandoned barrels or drums, dismantled or inoperable industrial or commercial equipment or machinery, and the following old, scrap, or used items: metal, rope, rags, batteries, paper, cardboard, plastic, rubber, pallets, appliances, motors, industrial or commercial fixtures, rubbish, debris, and wrecked, dismantled or disabled motor vehicles or parts thereof. The term shall also mean, but not be limited to, old or scrap copper, brass, aluminum, rope, rags, paper, trash, tire, carcasses, rubber debris, old vehicle parts, non-working major appliances, and other old ferrous or non-ferrous materials.

Owner means any person, persons, organization, or corporation that owns, in whole or part, the land, structure or is the purchaser of the property under contract for deed.

Parties of interest mean all individuals, associations, corporations, and others who have interests of record in a structure or dwelling.

Structure means any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of persons or property.

Vegetation means any object of natural growth, including but not limited to shrubs, vines, and other organic matter.

Litter means all waste materials including but not limited to disposable packages or containers, trash, garage, or refuse.

Sec. 22-2 – 22-18. Reserved

ARTICLE II.- NUISANCE ABATEMENT

Sec. 22-19.- Conditions enumerated

It shall be unlawful for any person to allow property under his ownership or control to be kept in an unhealthy or unsightly condition by reason of the existence thereon of rubbish, debris, vegetation, weeds, water, foul or noxious effluvia, structural material, equipment, vehicle, or any other substance; and such unhealthy or unsightly condition constitutes a public nuisance. Conditions which constitute a public nuisance include, but are not limited to, the following:

- (1) Deposit of trash, garbage, waste, tires, or debris on private or public property in other than approved disposal containers;
- (2) Accumulation of water in which mosquitoes or other harmful bacteria may breed;
- (3) Growth of vegetation or accumulation of materials which provide a harbor or breeding place for rodents or other pests;
- (4) Growth of weeds, grass or other vegetation in excess of twenty-four (24) inches in height within one hundred fifty (150) feet of a dwelling unit or commercial structure;
- (5) Growth of weeds, grass or other vegetation that grow onto the premises owned by another which could damage the structural integrity or create a safety hazard;
- (6) A dilapidated structure which is unfit for habitation or safe commercial use, or which provides a harbor for rodents, pests, stray animals, or persons engaged in illegal activities ~~controlled substance use or sale~~;
- (7) Unauthorized production, transportation, storage, or discharge of fumes, dust, smoke, noise, lights, chemicals, toxic materials, waste, or other materials which affect or spill over onto an adjoining property ~~or~~ and pose a threat to public health or safety;

- (8) Any condition which is conducive to the transmission of communicable disease, or which increases the hazard of fire; or
- (9) A junked, abandoned, unlicensed, inoperable, and unsecured motor vehicle which may provide a harbor or breeding place for insects or rodents.

(Code 1998, § 6-201; Ord. No. 7-5-88, 7-5-1988)

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

Codification. The County shall codify the contents of this Ordinance in Chapter 22, Article I and II of the County Code as Sections 22-1 and 22-19, or as otherwise appropriately numbered, online as soon as practicable and in print as part of the County's next, regular, re-codification.

Rights Reserved to County. This Ordinance does not vest any rights in any person or entity, and the County reserves the right to repeal or amend this Ordinance and other portions of the County Code, at any time, from time to time, as often as the County, in its sole discretion, deems appropriate.

Savings Clause. Nothing in this Ordinance abrogates, diminishes, or otherwise alters any matter that arose under Chapter 22, Article I and II of the County Code as Sections 22-1 and 22-19 of the County Code then-existing prior to the enactment of this Ordinance and any matter that so arose shall be administered according to such provisions as they existed prior to the enactment of this Ordinance.

Severability. If any part of this Ordinances is unenforceable for any reason, then the remainder of this Ordinance remains in full force and effect.

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CHESTER COUNTY, SOUTH CAROLINA

By: _____

Pete Wilson
Chairman, County Council

[SEAL]

Attest:

Kristie Donaldson
Clerk to County Council

First Reading:	July 21, 2025
Second Reading:	August 18, 2025
Public Hearing:	August 18, 2025
Third Reading:	September 2, 2025

ORDINANCE NO. 2025-16

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN CHESTER COUNTY AND CHESTER ASPHALT TERMINAL LLC; PROVIDING FOR A FEE IN LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING OR MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AGREEMENT BETWEEN CHESTER COUNTY AND YORK COUNTY SO AS TO ESTABLISH OR ENLARGE THE PARK; AND OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“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 with the FILOT Act, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (a) 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; (b) 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, and granting certain special source revenue credits (“SSRCs”) with respect to costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County or (ii) improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise (“Infrastructure”); and (c) to create or expand, in conjunction with one or more other counties, a multicounty industrial or business park (an “MCIP”) to allow special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, Chester Asphalt Terminal LLC, a South Carolina Limited Liability Company (“Company”) proposes to invest in, or cause others to invest in, development, construction, installation and operation, as applicable, certain facilities on real property to conduct manufacturing, warehousing and distribution in the County (“Project”), which the Company expects will result in the investment of approximately \$22,050,000 in taxable property; and

WHEREAS, based solely on the information supplied to it by the Company, the County has determined the Project would serve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the employment and investment associated therewith, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the FILOT, SSRCs, MCIP, and certain other incentives; and

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on [July 21, 2025], whereby the County formally identified the Project as a “project” within the meaning of the Act, and, subject to certain conditions described therein, authorized County officials to provide the benefits of a Negotiated FILOT, an MCIP, and SSRCs with respect to the Project; and

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Special Source Revenue Credit Agreement by and between the County and the Company with respect to the Project (“Fee Agreement”), the substantially final form of which is presented to this meeting and included as **Exhibit A**, which Fee Agreement is to be dated as of the date of this meeting, or such other date as the parties may agree; and

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

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

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

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

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

- (a) the Project constitutes a “project” as that term is defined in the FILOT Act;
- (b) the Project will serve the purposes of the FILOT Act;
- (c) the investment by the Company in the project is anticipated to be approximately \$22,050,000, to be invested within 10 years from “Commencement Date” as such term is defined in the FILOT Act;
- (d) the Project will be located entirely within the County;
- (e) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;
- (g) the purposes to be accomplished by the Project are proper governmental and public purposes;
- (h) the inducement of the location of the Project is of paramount importance; and
- (i) the benefits of the Project to the public are greater than the costs to the public.

Section 3. *Fee-in-Lieu of Taxes Arrangement.* Pursuant to the authority of the FILOT Act, the Project is designated as “economic development property” under the FILOT Act, and there is hereby authorized a fee in lieu of taxes arrangement with the Company that will provide FILOT payments to be made with respect to personal property invested as part of the Project based upon a 6% assessment ratio, a millage of rate of 510.8 mills, and a 30-year payment period for each annual increment of investment during the investment period, all as more fully set forth in the Fee Agreement.

Section 4. *Special Source Revenue Credits.* As reimbursement to the Company for expenditures on Infrastructure, the County will provide to the Company SSRCs under the Special Source Act as set forth in the Fee Agreement, including SSRCs applicable to real and personal property at the Project for 10 consecutive tax years, in an annual amount equal to 10% for each such FILOT payment for years 1-10.

Section 5. *Execution of the Fee Agreement.* The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Fee

Agreement were set out in this Ordinance in its entirety. The County Administrator, the Chair of the County Council and the Clerk of the County Council be and hereby are authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Fee Agreement now before this meeting.

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

Section 7. *Miscellaneous.*

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

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

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

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

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

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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ENACTED: September [], 2025

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Pete Wilson
Chair, County Council

[SEAL]

Attest:

Kristie Donaldson
Clerk to County Council

First Reading: July 21, 2025
Second Reading: August 18, 2025
Public Hearing: September 2, 2025
Third Reading: September 2, 2025

EXHIBIT A
SUBSTANTIALLY FINAL FORM OF
FEE IN LIEU OF TAX AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

CHESTER ASPHALT TERMINAL LLC

and

CHESTER COUNTY, SOUTH CAROLINA

Dated as of [September 2], 2025

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FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this “Agreement”) is dated as of [September 2], 2025, by and between Chester Asphalt Terminal LLC, a South Carolina limited liability company (the “Company”) and Chester County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “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 (the “Code”), particularly Title 12, Chapter 44 thereof (the “FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, the “Special Source Act” and collectively, the “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 (the “State”) will be promoted and trade developed, thus utilizing and employing the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain FILOT payments including, but not limited to, Negotiated FILOT Payments, with respect to a project; and (iii) to permit investors to claim Special Source Revenue Credits against their FILOT payments to reimburse such investors for expenditures in connection with certain infrastructure and other qualifying property related to a project; and (iv) to maintain, create, or expand, 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 Revenue Credits;

WHEREAS, the Company proposes to invest in, or cause others to invest in, development, construction, installation and operation, as applicable, certain facilities on real property to conduct manufacturing and distribution in the County (the “Project”);

WHEREAS, the Company anticipates that the Project will result in an investment of approximately Twenty-Two Million and Fifty Thousand Dollars (\$22,050,000.00) in the County;

WHEREAS, the County Council approved, on [July 21], 2025, an inducement resolution (the “Inducement Resolution”) to identify, reflect and induce the Project under the Act;

WHEREAS, as a result of the Company locating certain operations in the County, the Company requested that the County enter into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT and Special Source Revenue Credit arrangements with the County in an effort to set forth the terms pursuant to which the Company may make FILOT payments and receive Special Source Revenue Credits pursuant to the Act;

WHEREAS, for the Project, the parties have determined, based solely on information provided by the Company to the County, that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has, based solely on information provided by the Company to the County, determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:

Chester Asphalt Terminal LLC, a South Carolina limited liability company

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

[TO BE COMPLETED]

3. Minimum investment agreed upon: \$22,050,000.00

4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period

5. Assessment ratio applicable for each year of this Agreement: 6%

6. Millage rate applicable for each year of this Agreement: 510.8 mills

7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.

8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.

9. Statements:

- (a) The Project is to be located in a multi-county industrial or business park;
- (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
- (c) Special Source Revenue Credits will be provided in an amount equal to 10% of each such FILOT Payment for years 1-10;
- (d) Payment will not be modified using a net present value calculation; and
- (e) Replacement property provisions will apply.

10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. None.

11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Company.

12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” shall have the meaning set forth in the recitals hereto.

“*Administration Expenses*” shall mean the reasonable and necessary out-of-pocket expenses, including reasonable attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county industrial or business park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county industrial or business park documents, and in the implementation and administration of the terms and provisions of the documents. The County acknowledges and agrees that the obligation of the Company for payment of Administration Expenses shall be limited as set forth in Section 12.03 hereof.

“*Affiliate*” shall mean, with respect to a Person, any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Fee in Lieu of Tax and Special Source Revenue Credit Agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any tenant leasing all or a portion of the Project from the Company or any other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 6.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Company*” shall mean, Chester Asphalt Terminal LLC, a South Carolina limited liability company, and its successors and assigns.

“*Confidential Information*” shall have the meaning set forth in Section 4.02(c) hereof.

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

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall have the meaning set forth in Section 11.01(a) hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (i) the Land; (ii) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (iii) property acquired for the Project by the Company from and after the date of the Inducement Resolution, (iv) property described in Section 12-44-110 of the Code to the extent that the Company and any Co-Investors invest at least an additional Forty-Five Million Dollars (\$45,000,000.00), or (v) modifications which constitute an expansion of Existing Property.

“*Filings*” shall have the meaning set forth in Section 4.02(b) hereof.

“*FILOT*” shall mean the fee-in-lieu of taxes, which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Act*” shall have the meaning set forth in the recitals hereto.

“*FILOT Payments*” shall mean the payments to be made by the Company or any Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Indemnified Parties*” shall have the meaning set forth in Section 8.03 hereof.

“*Inducement Resolution*” shall have the meaning set forth in the recitals hereto.

“*Investment Commitment*” shall mean the agreement of the Company and any other Co-Investors to invest, collectively, at least Twenty-Two Million and Fifty Thousand Dollars (\$22,050,000.00) in Economic Development Property by the end of the Investment Period.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is ten (10) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service, unless extended by agreement of the Company and the County pursuant to Section 12-44-30(13) of the Code.

“*Land*” shall mean the real estate on which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included in Exhibit A as provided in Section 4.03(a)(i), and the Company shall deliver to the County an updated Exhibit A to reflect such addition.

“*Multi-County Park*” shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Agreement, or any successor Multi-County Park.

“*Multi-County Park Act*” shall have the meaning set forth in the recitals hereto.

“*Multi-County Park Agreement*” shall mean the qualifying agreement for the establishment of a multi-county industrial or business park with York County, dated December 31, 2012 (as amended, modified and supplemented from time to time).

“*Negotiated FILOT*” shall have the meaning set forth in Section 5.01(b) hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Project, and shall include the Land, the buildings, improvements and fixtures on the land, water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“*Project Millage Rate*” shall mean a millage rate of 510.8 mills.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, or any applicable Co-Investor, as the case may be.

“*Related Entities*” shall have the meaning set forth in Section 9.01 hereof.

“*Released Property*” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(g) hereof and Section 12-44-60 of the Code.

“*Special Source Act*” shall have the meaning set forth in the recitals hereto.

“*Special Source Revenue Credits*” shall mean the credits provided pursuant to Section 5.01 hereof.

“*Sponsor*” shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

“*Sponsor Affiliate*” shall have the meaning set forth in Section 12-44-30(20) of the Code.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Based solely on information provided by the Company, the County has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) The County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its best faith efforts to continue to cause the land upon which the Project is located to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county industrial or business park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial or business parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company, validly existing and in good standing under the laws of South Carolina. The Company has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to use its good faith efforts to make the Investment Commitment by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending on December 31 of each year.¹

(f) No event has occurred, and no condition currently exists with respect to the Company, which would constitute a default, or an Event of Default as defined herein.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments.

(a) The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

(b) The County hereby acknowledges and agrees that, pursuant to Section 12-43-220(d)(6) of the Act, no Economic Development Property shall be subject to rollback taxes. The County further covenants, to the extent allowed by law, that any portion of the Land that has not been developed by the Company (or by any Co-Investor) shall continue to be assessed using the agricultural assessment ratio until such Land is developed, so long as such property lawfully qualifies for such assessment ratio.

Section 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the FILOT Act. In the event that, for any reason, the Act and/or the

¹ **Note to ECF:** Please confirm the tax year.

Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits that would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount that would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to use its best efforts to maintain the Land in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its best efforts to place the Land in another multi-county industrial or business park established pursuant to the Multi-County Park Act and to maintain the multi-county industrial or business park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county industrial or business park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

UNDERTAKINGS OF THE COMPANY

Section 4.01. Commitments of the Company at the Project. For the Project, the Company agrees to meet the Investment Commitment by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitment made in this Section to invest in the Project.

Section 4.02. Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Auditor, the County Economic Development Director, the County Attorney, the County Treasurer, the County Finance Director, and the County Assessor of the County not later than thirty (30) days after execution and delivery of this Agreement. Each year

during the Term of this Agreement, the Company shall deliver to the County Auditor, the County Economic Development Director, the County Attorney, the County Assessor, the County Treasurer, and County Finance Director a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue.

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders and Title 30, Chapter 4 of the Code ("SCFOIA"), the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. Except as required by SCFOIA, the County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any Person other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law (including SCFOIA), to a third party of any Confidential Information, the County shall notify the Company in a timely manner following receipt of such demand and give the Company the opportunity to contest the release.

Section 4.03 Modification of Project.

(a) The Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(ii) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such actions may be permitted under the FILOT Act.

(iii) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall be calculated as follows:

(i) With respect to any portion of the Project consisting of Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates, and abatements that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraph (c) of this Section 5.01 (a “Negotiated FILOT”); less the amount of the Special Source Revenue Credits provided pursuant to paragraph (d) of this Section 5.01.

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property (with the fair market value of real property estimated for the first year to remain the fair market value for the entire Term of this Agreement) and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (iii) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions that would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) With respect to Special Source Revenue Credits:

(i) Special Source Revenue Credits shall be provided (A) in the amount of ten percent (10%) of each annual FILOT Payment for years 1-10. Subject to Section 5.01(d)(ii), such Special Source Revenue Credits shall be applied automatically and reflected on each year’s property tax bill provided to the Company.

(ii) As used in Section 5.01(d)(i), “Year 1” shall mean the first year for which the first payment of a Negotiated FILOT would be due; provided, however, the Company may defer Year 1 and the start of the application of Special Source Revenue Credits by delivering notice of such election and indicating the year that the Company desires to be “Year 1” to the County no later than thirty (30) days (i.e., September 1) prior to the issuance

of the property tax bill for the year for which the first payment of the Negotiated FILOT would be due.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company or any Co-Investor elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(1) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon the Company's or any Co-Investor's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(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 property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of 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 payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT Payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be

reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner to provide the Company with comparable treatment of the applicable property as would be afforded pursuant to Section 5.01(b). In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project, including but not limited to land, buildings, and personal property (including machinery and equipment), by the Company does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period. If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the Project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25 of the Code. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Section 5.01(i) hereof shall be paid within ninety (90) days, following written notice thereof from the County to the Company or Co-Investor, as applicable.

(k) With respect to the Investment Commitment:

(i) In the event that the Company fails to meet the Investment Commitment by the end of the Investment Period as provided herein, the Company shall be obligated to repay a prorated portion of the Special Source Revenue Credits provided under Section 5.01(d) hereto that have been previously received by the Company with respect to qualifying property, and the amount of Special Source Revenue Credits provided to the Company thereafter shall be so reduced with such prorated portion to be calculated by determining the achievement percent of the Investment Commitment as of the last day of the Investment Period.

(ii) By way of example but not limitation, if the Company has invested \$19,845,000 as of the last day of the Investment Period, the Company would have met 90% of the Investment Commitment and would be obliged to repay 10% of the Special Source Revenue Credits that have been received prior to the last day of the Investment Period, and the amount of Special Source Revenue Credits provided to the Company thereafter would be reduced by 10%.

ARTICLE VI

PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), the Company and each other Co-Investor may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of the Company or such Co-Investor, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of the Company or its assignees pursuant to any such agreement or the Act. The Company or such Co-Investor shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of the Company or such Co-Investor, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold, condition or delay its consent, approval or ratification and that such consent, approval or ratification may be evidenced by a Resolution of County Council.

Section 8.03. Indemnification.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under and in accordance with this Agreement

or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its 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 thirty (30) days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation that may be privileged or confidential to evidence the costs. The County shall use reasonable efforts to keep the Company informed of all negotiations and potential settlements. The County shall not settle any claim under this Section (to the extent the County is otherwise in control of the negotiations and potential settlement) without the Company's consent, which shall not be unreasonably withheld.

(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, which shall not be unreasonably withheld.

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

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

Section 8.04. Sponsors and Sponsor Affiliates. The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Sponsors or Sponsor Affiliates, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds Five Million Dollars (\$5,000,000.00) and to the extent permitted by Section 12-44-30(19) of the FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein)

regardless of whether each such entity invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and any Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to any Affiliate of the Company or such Co-Investor (collectively, the “Related Entities”), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such Co-Investor shall first obtain the prior written consent or subsequent ratification of the County (such consent or ratification, to the extent allowable by law, evidenced by a Resolution of County Council); (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of the Company or such Co-Investor hereunder, or where the County consents in writing (such consent not to be unreasonably withheld, conditioned or delayed and, to the extent allowable by law, evidenced by a Resolution of County Council), no such transfer shall affect or reduce any of the obligations of the Company or such Co-Investor hereunder, but all obligations of the Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company or the applicable Co-Investor, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) the Company or the applicable Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County’s right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County’s rights under this Agreement, except for its rights to receive FILOT revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Company’s expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. This Agreement has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination.

- (a) The County and the Company may agree to terminate this Agreement at any time.
- (b) The Company may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' prior written notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination.
- (c) In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the Investment Period prior to the Company's meeting the Investment Commitment, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Company.

- (a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company (but solely with respect to the defaulting Company):
 - (1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;
 - (2) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (1), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement, and the County's sole recourse for such failure to meet the Investment Requirement shall be as set forth in Section 5.01(k) hereof.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default by the Company (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein; or

(b) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Administration Expenses.

(a) The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than thirty (30) days after receiving the written request from the County (which request shall include a general description of the nature of such Administration Expenses). Notwithstanding anything herein to the contrary, the Administration Expenses reimbursable to the County pursuant to this Section 12.03 shall not exceed Five Thousand Dollars (\$5,000.00).

(b) The Company agrees to reimburse the County from time to time for reasonable out-of-pocket expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT payments as well as

out-of-pocket reporting and compliance costs incurred by the County as a result of entering into this Agreement, in an amount not to exceed Seven Hundred Fifty Dollars (\$750.00) per year. Such reimbursement shall be made promptly upon written request therefor, but in no event later than thirty (30) days after receiving the written request from the County (which request shall include a general description of the nature of such expenses).

Section 12.04. Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Chester County, South Carolina
Attn: County Supervisor/Chair, County Council
1476 J.A. Cochran Bypass
P.O. Box 580
Chester, SC 29706
Telephone: 803-385-5133

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

Chester County Attorney
Attn: Nicole Workman
1476 J.A. Cochran Bypass
Chester, SC 29076
Telephone: (843) 754-6079

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

King Kozlarek Root Law LLC
Attention: Michael Kozlarek
201 Riverplace, Suite 500
Greenville, SC 29601
Telephone: (864) 527-5941

(b) As to each Company:

Chester Asphalt Terminal LLC
Attention: _____

Telephone: _____

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

DLA Piper LLP US
Attn: Stephanie Yarbrough
1251 Avenue of the Americas
New York, New York 10020

Phone: (212) 335-4635

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.07. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to the matters set forth herein involving the Project, 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.08. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.09. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council.

Section 12.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.13. Force Majeure. The Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

*[TWO SIGNATURE PAGES AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]*

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

CHESTER COUNTY, SOUTH CAROLINA

[SEAL]

By: _____
Name: Pete Wilson
Title: Chair of County Council

Attest:

Name: Kristie Donaldson
Title: Clerk to County Council

[signatures continue on next page]

CHESTER ASPHALT TERMINAL LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Description of Land

[TBP]²

² **Note to ECF:** Please provide a description.

Application for Chester County, South Carolina Boards and Commissions

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

Date: 08/11/2025

Board or Commission Appointment being sought: _____

Name: Keianna Benson Occupation: Tourism Director

Street Address: 3109 Trailside Dr, Fort Mill, SC 29707

Mailing Address: (if different from above) _____

Telephone (Home): _____ Cell: (_____) _____

E-Mail: _____ Do you live in Chester County ____yes / ☒no.

Date of Birth: 0 _____

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

In which Council District do you reside? Please indicate (1-7) N/A

Are you presently serving on a County Board or Commission? N/A If "yes" when does your term expire?
____/____/____

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

Signature: Keianna Benson

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

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

Maria Hedgpath
5732 Church Street
Fort Lawn, SC 29714
ferncreekgroup@gmail.com
[REDACTED] 0

August 8, 2025

John Agee
Chester County Councilman District 1
Chester, SC

Dear Mr. Agee,

Please accept this letter as my formal resignation from the Accommodations Tax Board, effective immediately.

It has been a privilege to serve as Chair, and I have truly enjoyed working alongside such a dedicated group of individuals. I am proud of the work we've accomplished together and the positive impact we've made through the thoughtful allocation of accommodations tax funds.

At this time, I feel that my efforts may be better utilized in other areas of service, and I am confident that the board is being left in capable and committed hands. With the decisions for the 2025 accommodations tax already finalized, I believe this is a natural time for my departure.

Thank you for the opportunity to contribute to our community in this role. I look forward to seeing the continued progress and success of the board.

Warm regards,


Maria Hedgpath

Application for Chester County, South Carolina Boards and Commissions

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Date: 8/12/2025

Board or Commission Appointment being sought: Fort Lawn Fire Protection District

Name: Elisa Maria Hedgpath Occupation: Contractor/self employed

Street Address: 5732 Church St Fort Lawn. SC 29714

Mailing Address: (if different from above) PO Box 127 Richburg, SC 29729

Telephone: [REDACTED]

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

Date of [REDACTED] [REDACTED]

If recommended by a Council Member, indicate their name: John Agee

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

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

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

Signature: 

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

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

Application for Chester County, South Carolina Boards and Commissions

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

Date: 8/13/2025

Board or Commission Appointment being sought: Accommodation Tax Board

Name: Tanner Stilwell Occupation: Caseworker I - DSS

Street Address: 2228 Old York Rd., Chester, SC 29706

Mailing Address: (if different from above) _____

Telephone (Home): _____ Cell: _____

E-Mail: _____ Do you live in Chester County ✓ yes / ____ no.

Date of Birth: _____

If recommended by a Council Member, indicate their name: Pete Wilson

In which Council District do you reside? Please indicate (1-7) 4

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

____/____/____

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

Signature: Tanner Stilwell

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

☒ Accommodation Tax Board

☐ Chester County Historical Cemeteries Advisory Board

☐ Airport Commission

☐ Assessment of Appeals Board

☐ Catawba Mental Health Board

☐ Catawba Regional Council of Government

☐ Catawba Regional Workforce Investment Board

☐ Chester County Library Board

☐ Chester Metropolitan District Commission

☐ Construction Board of Appeals

☐ Fort Lawn Fire Protection District Commission

☐ Gateway Steering Committee

☐ Hazel Pittman Center Board

☐ John Keziah Park Advisory Board

☐ Lando Fire Protection District

☐ Lewis Fire Protection District

☐ Olde English District

☐ Parks and Recreation Board

☐ Planning Commission

☐ Radio Users Advisory Committee

☐ Richburg Fire District Commission

☐ Rural Fire Commission

☐ Solid Waste Advisory Board

☐ Zoning Board of Appeals